

STANDARD BID SOLICITATION DOCUMENT
GOVERNMENT OF GUYANA



SKELDON ENEGRY INC.
Tender for the Provision of Insurance Services
Lot 1. All Risk of Physical Loss and Damage
Lot 2. Business Interruption
Lot 3. Boiler and Machinery Break Down

**PROCUREMENT GOODS & RELATED
SERVICES**

VALUED G\$15 Million and Above



January 2024

GOODS AND RELATED SERVICES (VALUE G\$15 million and above)

Introduction

Preface

This Standard Bid Solicitation Document (SBSD) has been prepared by the National Procurement and Tender Administration Board (NPTAB) for use by Procuring Entities for the procurement of goods and services. The procedures and methods presented in this document have been developed on the basis of practical experience and are mandatory for use in the procurement carried out in whole or in part from the state funds in accordance with the provisions of Guyana's Public Procurement Legislation.

In order to simplify the preparation of the bid document for each individual procurement proceeding, the SBSBD groups the provisions that are not intended to be changed in "the Instructions to Bidders" and in "the General Conditions of Contract". Data and provisions specific to each procurement and contract should be included in the Bid Data Sheet, the Special Conditions of the Contract, Technical specifications, price schedule, schedule of requirements and the Evaluation Criteria. The applicable forms are listed in the table of contents, below.

Request for additional information can be forwarded to:

NPTAB

Telephone number: 592-223-7042

Npta.procurement@finance.gov.gy

www.npta.gov.gy

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INVITATION FOR BIDS (IFB)

SKELDON ENERGY INC.

hereinafter referred to as “the Procuring Entity”, invites eligible bidders to submit their bids for the supply of goods for the **Provision of Insurance Services**

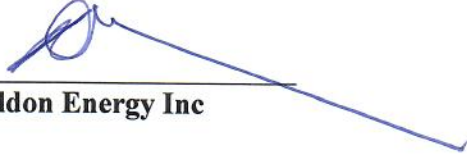
- ALL RISKS OF PHYSICAL LOSS AND DAMAGE of SEI’s Assets.
- Business Interruption
- Boiler and Machinery Breakdown

1. Required period of supply: **09th April 2024- 31 March 2025**
 2. The bidding documents may be obtained and be examined by any interested bidder. Bid documents will be available online at: <https://www.skeldonenergyinc.com>.
 3. A site visit is mandatory for bidders to the Skeldon Plant Location on **Friday 16th February 2024 at 10:00 hrs**. Any questions or clarifications requests can be sent to procurement@skeldonenergyinc.com no later than Thursday 22nd February, 2024 at 16:00hrs. Answers will be posted online at <https://www.skeldonenergyinc.com/> latest by 16:00hrs on Tuesday 27th February, 2024.
 4. All Bidders should submit their bids together with an original bid security to the sum of 2% of their bid price which should be in the form of a Bond from an insurance company licensed by the Bank of Guyana, a Bank Guarantee or Bond, not later than **09:00hours on Tuesday 05th day of March 2024** at the address: **49 Main and Urquhart Street, Georgetown**
 5. Bids shall be submitted in a plain sealed envelope bearing no identification of the Bidder and marked on the top left-hand corner “tender for the Provision of Insurance Services to cover for All Risk of Physical Loss and Damage, Business Interruption and Boiler and Machinery Break Down.” and deposited in the tender box at the above address no later than **09:00 hours on Tuesday 05th day of March 2024**. Submit one (1) original (in paper) and 2 electronic copies (flash drive only) with an exact PDF version of the paper tender. Ensure the envelopes of the original (in paper) and the 2 electronic copies are identically labelled. The 2 electronic copies (flash drive) should be placed in a smaller envelope and properly affixed to the original paper submission.
- Bids shall be addressed to:
The Chairman
National Procurement and Tender Administration Board
Ministry of Finance
Main and Urquhart Streets
Georgetown
6. Bids shall be valid for 90 *days* after the date of bid opening.
Tenderers may bid for all Lots or for individual Lots via their submissions. A contract may be awarded to one tenderer for all Lots or to individual tenderers for the separate Lots.



Goods and Related Services (Valued G\$15M and above)

7. Bids shall be opened by the National Procurement and Tender Administration Board in the presence of Bidders' representatives who wish to attend, at **09:00 hours on "05th day of March 2024 at the address: 49 Main and Urquhart Streets.**



Skeldon Energy Inc

SKELDON ENERGY INC.
Lot 150 Crown Street,
Queenstown, G/town.
Tel: 223-0168

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Description of the Procurement

The Procuring Entity identified in the *Bid Data Sheet* intends to procure the goods identified in the *Bid Data Sheet* and in the Schedule of Requirements.

2. Eligibility and qualifications of Bidders

- 2.1 In order to be awarded a procurement contract, Bidders should possess the technical and financial capacity needed to perform the contract, should fulfill their tax and social insurance fund liabilities in Guyana, should not currently be subject to a debarment penalty, and must comply with the specific eligibility and qualification requirements referred to in the *Bid Data Sheet and Evaluation Criteria*.
- 2.2 The bidders should not have conflicts of interest, including involvement in more than one bid in this proceeding, should not be associated nor have been associated in the past, directly or indirectly, with any agency or any of its representative(s), affiliate(s), that have been engaged by the Procuring Entity to provide consulting services at the preparation stage of the bidding documents, technical specifications and other documentation that are subject to be used in the procurement of goods which must be purchased in accordance with the Invitation for Bids. In cases when the indicated facts are discovered, the Bidder's bid shall be rejected.

B. Bidding Documents

3. Clarification and amendment of bidding Documents

- 3.1 The Procuring Entity, in not more than three (3) working days, will respond in writing or electronic mail to any request for clarification of the bidding documents to be received (in writing or electronic mail) not later than seven (7) days before the expiry of a deadline for submission of bids. At the same time, the Procuring Entity's response shall without identifying its source of the request, be distributed to all bidders who have received the bidding documents from the Procuring Entity.
- 3.2 At any time before the deadline for submission of bids, the Procuring Entity may amend the bid documents by issuing an Addendum to the bidders.

C. Preparation of Bid

4. Language of Bid

- 4.1 The bid prepared by the Bidder, as well as all correspondence and documents related to that bid and exchanged by the Bidder and the Procuring Entity shall be written in the language *specified in the Bid Data Sheet*.

5. Documents Included in Bid

- 5.1 The bid prepared by the Bidder should contain the Form of Bid, the Price Schedules and the other documents to be submitted in accordance with these Instructions to Bidders, Bid Data Sheet and Evaluation Criteria.

6. Bid Price

- 6.1. Subject to the choice of INCOTERMS as indicated in the Bid Data Sheet, the prices given in the Price Schedule shall include all transportation costs to the destination point indicated in the Contract, all taxes, duties, payments collected, in accordance with the laws of Guyana and delivery related and other costs on performing of contractual obligations.
- 6.2. The prices offered by the Bidders shall remain fixed during the whole period of Contract performance and shall not be modified in any circumstance.

7. Bid and Payment Currency

- 7.1 The prices shall be indicated in Guyana Dollars, unless otherwise specified in the *Bid Data Sheet*.

8. Bid Security

- 8.1 Unless otherwise provided in the *Bid Data Sheet*, the Bidder shall furnish, as part of his bid, an original Bid Security, in the form, currency and amount specified in the *Bid Data Sheet* with a validity period for not less than two (2) weeks upon the expiry of the bid validity period and in accordance with the specified form.
- 8.2 The bid security may be forfeited, if the Bidder:
- (a) withdraws their bid after it is opened during the period of validity specified in the bid; or,
 - (b) having been awarded the contract fails:
 - (1) to sign the contract on the terms and conditions provided in their bid; or
 - (2) to furnish the Performance Security, if required to do so.

9. Period of Validity of Bid

- 9.1 Bids shall remain in force during the period specified in *the Bid Data Sheet* after the date of bid opening.

10. Format, Signing and submission of Bid

- 10.1 The Bidder shall prepare an original bid which shall be completed in writing in indelible ink and shall be signed by the Bidder, or by the person (persons) duly authorized to sign the bid in accordance with the power of attorney and 2 (two) exact electronic PDF copies of the bid on Flash Drive, to be submitted with the bid. All pages of the bid where new information, modifications or erasures entered shall be initialed (signed) by the person or persons signing the bid. In the event of discrepancies between them, the original shall prevail.
- 10.2 The bid shall contain no interlineations, erasures or overwriting, except the cases when the Bidder needs to correct errors which must be initialed by the person or persons signing the bid.
- 10.3 The Bidder shall seal the original and Electronic PDF copy of the bid in different envelopes, marking them “**ORIGINAL**” and “**COPY**”, as appropriate. The envelopes shall then be sealed in an outer envelope.
- 10.4 The outer envelope shall:
- (a) be addressed to the **Chairman, National Procurement & Tender Administration Board (NPTAB), Main & Urquhart Streets, Georgetown** (the address specified in the Invitation for Bids);
 - (b) bear the Name of the Project (**Provision of Insurance Services to cover for All Risk of Physical Loss and Damage, Business Interruption and Boiler and Machinery Break Down.**) the words: “**DO NOT OPEN BEFORE,**” (**09:00 hours on “05th day of March 2024**).

11. Deadline for Submission of Bids

- 11.1 Bids must be received by the Procuring Entity at the address and within the periods specified in *the Bid Data Sheet*. All bids received by the Procuring Entity upon the expiry of a period established for submission of bids as indicated by the Procuring Entity shall be rejected and returned to the Bidder unopened.

12. Modification and Withdrawal of Bids

- 12.1 The Bidder may modify or withdraw their bid after the bid’s submission, provided that the Procuring Entity will receive a written notice of modification, substitution or withdrawal of bid before the deadline for submission of bids.
- 12.2 The Bidder’s modification, substitution or withdrawal notice shall be prepared, sealed, marked, and sent in accordance with the provisions of ITB Clause 10. In that case the outer and inner envelopes will be additionally marked as “**MODIFICATION**” or “**WITHDRAWAL**”, as appropriate. A withdrawal notice may also be sent by email with a subsequent written confirmation not later than the deadline for submission of bids.

E. Opening and Evaluation of Bids

13. Opening of Bids

- 13.1 The Procuring Entity will open all bids in the presence of bidders' representatives who wish to attend, at the time, on the date, and at the address specified in the *Bid Data Sheet*. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 13.2 The bidders' names, bid prices, including alternatives (if permitted), information on the presence or absence of required bid security, information on the presence (absence) of tax debts and debts of social insurance payments will be announced at the opening. No bid shall be rejected at the opening, exclusive of late bids and unidentified Bids to be returned to the Bidder unopened.
- 13.3 Bids and modifications sent pursuant to ITB Clause 12.2 that are not opened and read out during the bid opening shall not be accepted for further evaluation, regardless of circumstances.

14. Evaluation of Bids

- 14.1 During the evaluation of bids, the Procuring Entity may, at its discretion, request the Bidder to provide clarification of their bid. The request for clarification and the response thereto shall be made in writing, and in that case no change in price or substance of the bid shall be sought, offered, or permitted.
- 14.2 The Procuring Entity shall determine the responsiveness of each bid to requirements of the bidding documents. For the purposes of this Clause a substantially responsive bid is one which satisfies all the indicated provisions without a material deviation or reservation.
- 14.3 The Procuring Entity may regard a tender as responsive if it contains any minor deviations, that do not materially alter or depart from the characteristics, terms and conditions and other requirements of the bid solicitation documents, or if it contains errors or oversights that are capable of being corrected without touching the substance of the tender. To the extent feasible and appropriate, for the purposes of comparing bids, acceptable deviations shall be quantified in monetary terms, and reflected in adjustments to the bid price (for the purposes only of comparison of bids).
- 14.4 Arithmetical errors shall be rectified in the following manner. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder disagrees with such correction of errors, their bid shall be rejected.
- 14.5 The Procuring Entity shall evaluate and compare only the bids that are determined to be responsive to the Bid Solicitation Document.

15. Confidentiality and Contacting the Procuring Entity

- 15.1 No Bidder shall contact the Procuring Entity on any matter related to their bid from the date of bid opening until the date of contract award, except for requests related to clarification of the bid. Information concerning the evaluation of bids is confidential.

- 15.2 Any effort by the Bidder to influence the Procuring Entity's decision on bid evaluation and comparison, or contract award may result in the rejection of that Bidder's bid and subjected to debarment in accordance with Regulation 3(1)(b) of the Procurement (suspension and debarment) Regulations 2019.

F. Award of Contract

16. Award Criteria

- 16.1 Subject to ITB Clause 18, the Procuring Entity will award the Contract to the Bidder whose bid is determined to be substantially responsive to the requirements of the bid solicitation document, and who offered **the Lowest Evaluated Bid**, provided that the Bidder has been determined:
- (a) to be eligible pursuant to Clause 2;
 - (b) to comply with qualification requirements, in accordance with Clause 2, and any technical requirements and evaluation criteria disclosed in the bid solicitation documents.

17. Procuring Entity's Right to Vary Quantities at Time of Entering into a Contract

- 17.1 The Procuring Entity reserves the right, when entering into a contract, to increase or decrease the quantity of goods and related services specified in the Schedule of Requirements, by the percentage indicated in the *Bid Data Sheet*, no change in the unit price or other conditions shall be made (an increase of quantity **not exceeding 10 percent variation**)

18. Procuring Entity's Right to Accept Any Bid and to Reject All Bids

- 18.1 The Procuring Entity reserves the right to accept or reject any bid or all bids, and to cancel the bidding process at any time prior to award of contract, without thereby incurring any liability to Bidders and without being required to inform the Bidder or Bidders of reasons of such actions.

19. Notification of Award

- 19.1. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period.
- 19.2. The notice of acceptance shall be given to the successful bidder within fourteen (14) days of the award of contract.
- 19.3. At the same time that the Procuring Entity notifies the successful Bidder in accordance with sub-clause (1), the Procuring Entity will notify all other Bidders of the name of successful Bidder, and their bid price.

20. Signing of Contract and performance security

- 20.1 The Procuring Entity will send the successful Bidder the Form of Contract contained in the bid solicitation document. The successful Bidder shall sign and date the Contract and return it to the Procuring Entity within seven (7) days of receipt of notice of award.
- 20.2 Together with the signed Contract, the Bidder shall, if required to do so by the *Bid Data Sheet*, furnish the Procuring Entity with a Performance Security in the amount and form specified in the *Bid Data Sheet*.

20.3 If the successful Bidder fails to furnish the performance security, if required to do so, or within 7 (seven) days fails to return the Contract signed by them, then it shall be a sufficient ground to refuse the award of Contract, and to forfeit the bid security, in that case the Procuring Entity shall award the Contract to the next lowest evaluated Bidder, subject to the right of the Procuring Entity to reject all bids.

21. Settlement of disputes

21.1 To settle the disputes which may arise during the execution of Contract, the parties shall follow the procedure referred to in the *Bid Data Sheet*.

22. Corrupt and Fraudulent Practices

22.1 The Procuring Entity requires that Bidders observe the highest standards of ethics during the bidding process and execution of such contracts. In pursuance of this policy, the Procuring Entity:

(a) will reject the bid if it establishes that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question.

(b) refer the matter to the Public Procurement Commission (PPC) in accordance with the provisions of Procurement (Suspension and Debarment) Regulations 2019.

23. Compliances

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

24. Defects Liability:

24.1 The “Defects Liability Period” for the goods and related services is **Three (3) months** from the date of taking over possession or such other period as may be specified in the Bid Data Sheet. During this period, the supplier will be responsible for rectifying any defects or replacement of goods free of cost to the Procuring Entity.

Bid Data Sheet (BDS)

The following specific data to clauses of the provisions of Instructions to Bidders which supplement or amend the provisions of the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Item No.	
ITB 1.1	Name, address, telephone number, and e-mail of Procuring Entity; Skeldon Energy Inc., 150 Crown Street, Queenstown, GT, Tel # 223-0168 The subject of the procurement is: Provision of Insurance Services- All Risk of Physical Loss and Damage, Business Interruption and Boiler and Machinery Break Down.
ITB 2.1	To qualify for award of the Contract, the bidders shall meet the qualification requirements set out in the evaluation criteria: The Procuring Entity will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price in accordance with the bid evaluation criteria stated in the Bid Data Sheet and who meets the specified qualification criteria. The Lots may be awarded in full to one contractor or via separate contracts to different contractors
ITB 4.1	Language of Bid shall be English Language
ITB 6.1	The price quoted by bidders shall be VAT inclusive
ITB 7.1	Currency of Bid shall be in Guyana Dollars
ITB 8.1	A bid security of two percent (2%) of the tendered sum is required in the form of a Bank guarantee or a bond from an insurance company licensed by the Bank of Guyana.
ITB 9.1	The period of validity of bid is ninety (90) days
ITB 11.1	Deadline and place for submission of bids at 09:00 hours on 05th March 2024. <u>at the address: NPTAB, Ministry of Finance, 49 Main and Urquhart Street, Georgetown</u>
ITB 13.1	Time and place for opening of bid 09:00 hours on 05th March 2024. <u>at the address: NPTAB, Ministry of Finance, 49 Main and Urquhart Street, Georgetown</u>
ITB 17.1	Increase or decrease in the quantity of goods and services not exceeding 10% in accordance with ITB Clause 17.1
ITB 20.2	A performance security may be required in cases where the supplier is given an advance payment. Performance Security must be in the form of a Bank Guarantee or a bond from an insurance company licensed by the Bank of Guyana.
ITB 21.1	Disputes that may arise in the performance of the contract shall be settled in accordance with the applicable Laws of Guyana.

ITB 24.1	The duration of the defect's liability period is Three (3) Months following provisional acceptance.
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General Conditions of Contract (GCC)

The General Conditions are the Standard General Conditions of Contract. No alteration shall be made on the pages of these Conditions. The Procuring Entity, when amending or supplementing the General Conditions of Contract should do so only in the Special Conditions of Contract. Any amendment or addenda of the General Conditions of Contract shall conform to the legislation of Guyana.

1. Definitions and application

1.1 This Contract lists below the terms that have the following interpretation:

- (a) **"Contract"** means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Form of Contract signed by the parties, including all attachments and appendices thereto and all the documents referenced therein.
- (b) **"Contract Price"** means the price payable to the Supplier under the Contract for complete and proper performance of his contractual obligations.
- (c) **"Goods"** means the item (s) referred to in the Schedule of Requirements contained in the Bid Solicitation Document.
- (d) **"GCC"** - means the General Conditions of Contract contained in this Section.
- (e) **"SCC"** - means the Special Conditions of Contract.
- (f) **"Procuring Entity"** – means the Procuring entity carrying out the procurement of Goods, specified in the SCC.
- (g) **"Supplier"** – means an individual or legal entity, or a combination of any abovementioned forms which operate under the existing agreement as a joint venture and supply the Goods and Services under the Contract.
- (h) **"Day"** –means calendar day.

1.2 The General Conditions of Contract shall apply in the procurement of goods; the specific amendment, addition and alteration shall be indicated in the Special Conditions of Contract.

1.3 Warranty requirements are as specified in the Special Conditions of Contract.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The contract shall be read as a whole.

3. Performance Security

- 3.1 If required by the SCC, within seven (7) days of receipt of notification of award, the successful Bidder shall furnish the Procuring Entity with the performance security the amount and form of which are indicated in the SCC.

4. Packing

- 4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to final destination specified in the Contract, and as may be required by the Special Conditions of Contract.

5. Delivery, Transportation, Mobilization Advance

- 5.1 The Supplier must deliver the Goods within the periods and to the Destination point indicated in the Schedule of Requirements and shall provide the documentation indicated in the SCC. Subject to the SCC, transportation of the Goods to the place specified by the Procuring Entity shall be carried out and paid by the Supplier and related costs shall be included in the Contract Price.

6. Payment

- 6.1 The payment to the Supplier for the Goods delivered shall be made in accordance with the Contract in the form and within the periods specified in the SCC.
- 6.2 If the Procuring Entity does not pay the Supplier the sum due within the periods specified in the Contract, in that case the Procuring Entity shall pay the Supplier [interest at the rate specified or determined pursuant to the Special Conditions of Contract].

7. Prices

- 7.1 Prices established by the Supplier in the Contract for goods delivered shall not vary from the prices quoted by the Supplier in his bid.

8. Assignment

- 8.1 The Supplier shall not assign, in whole or in part, his obligations under the Contract to a third party for the execution without the Procuring Entity's prior written consent.

9. Delays in the Supplier's Performance and liquidated damages

- 9.1 Delivery of the Goods shall be carried out by the Supplier, in accordance with the schedule indicated by the Procuring Entity in the *Schedule of Requirements*.
- 9.2 Except for provided under GCC Clause 13, the delay in the Supplier's performance of their delivery obligations shall render the Supplier liable for payment of liquidated damages in the amount specified in the SCC, unless an extension of time is agreed upon by the parties without application of liquidated damages. Once the maximum deduction specified in the SCC is reached, the Procuring Entity may consider termination of the Contract, in accordance with Clause 10 of the General Conditions of Contract.

10. Termination

- 10.1 The Procuring Entity, without detriment to any other sanctions of infringement of the provisions of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver a portion or all of the Goods within the periods provided for in the Contract, or within an extension period of that Contract, or to perform any of his obligations under the Contract.
 - (b) if bankruptcy procedures are applied to the Supplier, or it is declared insolvent.
 - (c) if the Supplier, in the Procuring Entity's opinion, has engaged in corrupt, fraudulent, collusive or coercive practices when entering into or executing the Contract.
 - (d) If the Procuring Entity deems that continued implementation of the contract would no longer be expedient from the standpoint of the public interest.
- 10.2 The notice of termination shall specify the reason of termination, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 10.3 Notwithstanding clauses 9 and 10.1(d), the Supplier shall not forfeit their performance security, and shall not be liable for payment of liquidated damages, or termination for default, if delay in executing the Contract or failure to perform obligations under the Contract is the result of an event of force majeure. When force majeure arises, the Supplier shall promptly notify the Procuring Entity in writing of such circumstance and its causes.
- 10.4 When the contract is terminated in accordance with clause 10.1(d), the Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

11. Settlement of Disputes

- 11.1 If any dispute or disagreement arises between the Procuring Entity and the Supplier for the Contract or in connection with it, the parties shall make every effort to resolve the dispute or disagreement amicably by mutual consultation.
- 11.2 If during twenty one (21) days, the parties failed to resolve their dispute or disagreement by mutual consultation; either the Procuring Entity or the Supplier may send the other party the notice of intent to commence arbitration, if an arbitration is incorporated in the Contract in the Special Conditions of Contract or otherwise agreed by the parties, or in the Court of General Jurisdiction if no arbitration is envisaged, and no arbitration or litigation in respect of that matter may be commenced unless such notice is given.

Any dispute or disagreement in respect of which the notice of intent is sent to commence trial

shall be heard by the [Court of General Jurisdiction].

- 11.3 Notwithstanding any reference to dispute settlement herein, the parties shall continue to perform their obligations under the Contract, unless they agree otherwise.

12. Applicable Law

- 12.1 The Contract shall be interpreted in accordance with the Laws of Guyana.

13. Formal Communication between the Procuring Entity and the Supplier

- 13.1 Any notice given by one party to the other pursuant to the Contract shall be in force if it is done in writing and sent at the address of other party in the SCC.

- 13.2 A notice shall be effective when delivered or on the specified date, whichever is later.

14. Taxes and Duties

- 14.1 The Supplier shall be fully responsible for all taxes, duties, license taxes, etc., levied in accordance with the legislation of Guyana, and subject to the application of INCOTERMS in accordance with the SCC.

15. Retention

- 15.1 No retention shall be applied on consumables, but warranties, guarantees and expiry dates to apply.

- 15.2 Retention on fixed assets shall be determined by the procuring entity on a case-by-case basis.

Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

GCC Clause No.	Special Conditions of Contract
1.1	<p>Definitions</p> <p>The Procuring Entity is Skeldon Energy Incorporated, 150 Crown Street, Queenstown, Georgetown Tele: - 592-223-0168</p> <p>The Supplier is NA</p> <p>The Subject of procurement Provision of Insurance Services- To cover for All Risk of Physical Loss and Damage, Business Interruption and Boiler and Machinery Break Down</p>
3.1	<p>The amount and form of Performance Security (it should not exceed ten (10) percent of the Contract price) [A performance security is not required]</p>
6.1	<p>Payments will only be effected on Final Invoices and will be settled within 10 Days after receipt and acceptance of these invoices by the Procuring Entity.</p>
9.2	<p>Liquidated Damages</p> <p>Any delay on the part of the company in completing the assignment/service within the stipulated period will render him liable to pay liquidated damages as follows:</p> <p>(a) A rate of 0.05 % per week of the bid price (b) A maximum of 10 % of contract price (c) Thereafter, the procuring Entity has the right to cancel the contract and demand all form of damages</p>
11.2	<p>Settlement of Disputes</p> <p>Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.</p> <p>The Courts of Guyana shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.</p>



Lot 1- Delivery Schedule

The delivery schedule expressed as days specifies hereafter the date of delivery to destination point. In column “the delivery schedule”, the Procuring Entity shall indicate the date from which schedule starts. It should be either the date of award, or the date of signing of Contract, or the date of opening of letter of credit, or the date of confirming the letter of credit (subject to circumstances). The Form of Bid shall specify only reference to that schedule.

Brief Description of Goods	Place of Delivery	Procuring entity’s proposed period of coverage	Bidder’s proposed period of coverage
<p>Building fixtures, fittings, fences, gates, trestles, tanks, signs, outbuildings, sheds, walls, civil works, containers and platforms.</p> <p>Plant, Machinery, Equipment of each and every description including but not limited to pipings, pumps, tools, elevators, conveyors, generators, gantry, loading bay, scales, boilers, turbines, precipitators, switch gears, control and other cables, cranes, fuel equipment, storage, office furniture and equipment.</p> <p>On stock of Inventories, consumables and spares</p>	<p>150 Crown Street, Queenstown, Georgetown and Skeldon Estate, Skeldon, Corentyne, Berbice</p>	<p>09th April 2024- 31 March 2025</p>	
<p>Bidder Signature and Stamp here:</p>			

Lot 2 - Delivery Schedule

The delivery schedule expressed as days specifies hereafter the date of delivery to destination point. In column “the delivery schedule”, the Procuring Entity shall indicate the date from which schedule starts. It should be either the date of award, or the date of signing of Contract, or the date of opening of letter of credit, or the date of confirming the letter of credit (subject to circumstances). The Form of Bid shall specify only reference to that schedule.

Brief Description of Goods	Place of Delivery	Procuring entity’s proposed period of coverage	Bidder’s proposed period of coverage
<p>Business Interruption Services</p> <p>Skeldon Energy’s generation facilities are located at Skeldon, Berbice. Tenderers are strongly encouraged to conduct a site inspection of the Skeldon Facility prior to preparing their bids.</p>	<p>Skeldon Estate, Skeldon, Corentyne, Berbice</p>	<p>09th April 2024- 31 March 2025</p>	
<p>Bidder Signature and Stamp here:</p>			

Lot 3 - Delivery Schedule

The delivery schedule expressed as days specifies hereafter the date of delivery to destination point. In column “the delivery schedule”, the Procuring Entity shall indicate the date from which schedule starts. It should be either the date of award, or the date of signing of Contract, or the date of opening of letter of credit, or the date of confirming the letter of credit (subject to circumstances). The Form of Bid shall specify only reference to that schedule.

Brief Description of Goods	Place of Delivery	Procuring entity’s proposed period of coverage	Bidder’s proposed period of coverage
<p>Boiler and Machinery Breakdown</p> <p>Skeldon Energy’s generation facilities are located at Skeldon, Berbice. Tenderers are strongly encouraged to conduct a site inspection of the Skeldon Facility prior to preparing their bids.</p>	<p>Skeldon Estate, Skeldon, Corentyne, Berbice</p>	<p>09th April 2024- 31 March 2025</p>	
<p>Bidder Signature and Stamp here:</p>			

Lot 1 - TECHNICAL SPECIFICATIONS
ALL RISK OF PHYSICAL LOSS AND DAMAGE INSURANCE

Skeldon Energy Inc., is a registered corporate entity with the specific objective of generating electricity via a Co-Generation method, utilizing such fuels as Heavy Fuel Oil and Biomass (bagasse, wood chips, Napier Grass).

The company owns and operate three diesel generators with a combined capacity of 10 megawatts (MW) and two bagasse (bio fuels) fired steam turbines (Turbine Generators) with a combined capacity of 30 MW, and is a licensed Power Producer exporting to the Guyana Power and Light Inc. East Berbice Grid via a Power Purchase Agreement (PPA).

Skeldon Energy Inc.

All Risk of Physical Loss or Damage Insurance Renewal

Schedule 1 (Table listed after Scope of Works) shows the range of Coverage to be facilitated.

Location	Address	Value (G\$)
Georgetown and Skeldon	150 Crown Street, Queenstown, Georgetown & Skeldon Estate, Skeldon, Corentyne, Berbice	8,364,699,576

DESCRIPTION OF SERVICES REQUIRED

1. Role and Scope of the Work

The role of the Company would be advisory in nature in respect of choice of insurance underwriter from whom the insurance policy with respect to SEI's assets is to obtain the terms and conditions and coverage of insurance policy. The advice of the Company would not be binding on SEI. the strategy of SEI would be to maximize risk coverage with minimum premium outgo.

2. The Scope of Work for the Company covers inter-alia the following:

- a) To customize, design and placement of an All-Risk Insurance Policy
- b) To function as a strategic consultant for SEI and to assist SEI in the pre-placement and post-placement process of the insurance program.
- c) Facilitate insurer meetings and assist in negotiating the best price from the insurer/insurers.
- d) To monitor the claims submitted for early settlement and to arrange for periodic review of the same.
- e) To facilitate claims of extraordinary breakdowns or derangement of machinery which could cause severe downtime, business interruption and financial losses to SEI.
- f) To forecast and validate additional coverage benefits.

Notwithstanding whatever has been stated above, SEI reserves the right to modify or enlarge the Scope of Work at any point of time.

SKELDON ENERGY INC FIXED ASSET REGISTER SUMMARY -AS AT DECEMBER 2023

Fixed Asset	Acquisition cost	Accumulated Depreciation	Net Book Value
Land, road & drains	-	-	
Building	201,272,289	31,086,343	170,185,946
Plant & Machinery	8,132,032,004	4,346,086,785	3,785,945,219
Equipment	15,303,111	11,593,174	3,709,937
Fixtures & fittings	4,038,192	2,257,494	1,780,698
Office furniture Skeldon	8,354,295	6,110,538	2,243,757
Office furniture Head office	3,699,684	1,516,230	2,183,454
TOTAL	8,364,699,576	4,398,650,563	3,966,049,012

Fixed Asset	Asset Total Cost \$	Accumulated Depreciation	Net Book Value
Building			
Raw water plant	25,683,309	4,184,901	21,498,409
Electrical workshop	9,286,863	1,214,216	8,072,648
Fuel transfer building	3,906,374	636,514	3,269,860
Chemical water treatment plant	32,759,068	5,289,130	27,469,938
Baggage logie	119,254,238	18,697,992	100,556,246
Baggage bond	2,178,280	247,634	1,930,646
Accounts/Admin office	181,327	20,700	160,627
Air room	30,000	3,425	26,575
Compressor room	180,000	20,548	159,452
Lunch room	39,474	4,506	34,968
Mechanical room	3,334,328	324,171	3,010,157
Shift Manager's office	498,866	56,949	441,917
Capital improvements	1,539,799	175,780	1,364,019
General Manager's office	300,022	28,826	271,196
Training room	266,530	25,608	240,922
Store room	1,716,959	146,372	1,570,587
Security hut	116,851	9,071	107,780
	201,272,289	31,086,343	170,185,946

Goods and Related Services (Valued G\$15M and above)

Fixed Asset	Asset Total Cost \$	Accumulated Depreciation	Net Book Value
Plant and Machinery			
Diesel & Co-Generation plant	7,421,715,700	4,094,806,293	3,326,909,407
Plant rehabilitation	162,114,031	75,947,570	86,166,461
Boiler rehabilitations	77,068,083	34,191,127	42,876,956
Turbines rehabilitation	231,869,518	107,490,267	124,379,251
Fuel pump grinding machine	4,001,454	1,638,635	2,362,819
Wood chipper	6,007,035	2,459,941	3,547,094
Bandit wood chipper	4,344,500	1,779,116	2,565,384
HFO pump	1,355,476	555,081	800,395
Diesel transfer pump	858,174	351,431	506,743
3" PD flow meter	1,130,298	388,709	741,589
Conductivity analyzer & sensor system	1,165,611	400,854	764,757
Electricity meters (5) & split core current transformers (15)	354,480	121,906	232,574
ABB line protection terminal REL511 (UR-100-120V, IR-5A, FRz-50/6)	1,223,781	420,858	802,923
Biomass dryer	2,310,305	794,514	1,515,791
Cover for boiler transformer	122,680	33,246	89,434
69KV trans/switch yar (old)	63,637,602	12,038,274	51,599,328
69KV project	109,621,358	10,962,136	98,659,222
Biomass facility	12,559,111	1,255,911	11,303,200
Biomass cultivation	4,509,160	450,916	4,058,244
2 Sugarcane planters	3,395,569	-	3,395,569
VD4 cabinet package	5,743,287	-	5,743,287
Green feed harvester	16,924,791	-	16,924,791
	8,132,032,004	4,346,086,785	3,785,945,219

Goods and Related Services (Valued G\$15M and above)

Fixed Asset	Asset Total Cost \$	Accumulated Depreciation	Net Book Value
Equipment			
Portable 120 - 220 V Arc welder	54,118	39,931	14,187
Smith torch set	105,010	77,482	27,528
Laboratory drying oven	420,046	309,933	110,113
Cameras	106,849	78,839	28,010
Portable Motorola radio	431,987	318,744	113,243
Desktop computer	900,034	885,971	14,063
310 MS STIHL chain saw	87,544	58,858	28,686
Dell server TEXX	7,027,440	6,807,833	219,608
Cameras	2,162,494	1,157,525	1,004,969
HD CCTV security camera, 4 CH HD DVR	126,625	70,441	56,184
Calorimeter	1,064,183	715,472	348,711
Bluesky desktop (CWTP)	60,000	56,250	3,750
Dell PowerEdge T30 Tower Server - Intel xeon E3	253,261	237,432	15,829
3" positive displacement flow meter with mechanical counter	620,474	366,328	254,146
Honda water pump	98,500	58,154	40,346
Ginder, Drill Press and Bench Vuce	238,976	141,091	97,885
24000V Angle grinder	15,500	7,564	7,936
Universal moisture meter	373,246	134,369	238,877
Fire alarm in MV room	197,100	70,956	126,144
Water filtration system	959,724	-	959,724
	15,303,111	11,593,174	3,709,937

Goods and Related Services (Valued G\$15M and above)

Fixed Asset	Asset Total Cost \$	Accumulated Depreciation	Net Book Value
Fixtures and Fittings			
Caustic soda tank	124,000	77,233	46,767
18000 BTU Yonan	325,770	202,906	122,864
8ft x 4ft sign board	54,000	33,634	20,366
12,000 BTU air conditioning unit	115,000	71,628	43,372
Shed	68,360	42,578	25,782
12,000 BTU air conditioning unit	118,000	73,496	44,504
Security hut	176,540	98,208	78,332
Water trestle	40,000	22,252	17,748
Incinerator roof	129,244	71,898	57,346
Incinerator sign board	32,000	17,801	14,199
Air conditioning units	734,712	408,716	325,996
Wood chipper shed	1,968,063	1,094,823	873,240
Security hut	152,503	42,320	110,183
	4,038,192	2,257,494	1,780,698

Fixed Asset	Asset Total Cost \$	Accumulated Depreciation	Net Book Value
Office Furniture-Skeldon			
2802 Guest chairs for conference table	215,025	175,940	39,085
4'x6' conference table	217,025	177,563	39,462
36'x60' float top desk	102,025	84,236	17,789
6270 Hi back executive chair	56,025	46,905	9,120
Desktop computers	225,496	224,362	1,134
ASW-36F2/SA 36,000 BTU AC units	760,665	613,943	146,722
Office partitions	475,280	384,145	91,135
4 drawer metal filing cabinet	80,000	65,350	14,650
Mobile phones	40,000	33,362	6,638
Glass cubicles	90,000	73,267	16,733
Lenovo laptop	216,800	215,467	1,333
9,000 BTU split unit	130,000	104,967	25,033
Office cubicles	180,000	144,786	35,214
HP Officeject Pro 6830 All-in-one printer	43,000	35,648	7,352
LGE 36,000 BTU inverter AC units	663,793	529,075	134,718
HP Printer	43,000	35,603	7,397
Lenovo laptop	89,000	88,546	454
24x60 straight desk	101,640	82,031	19,609
6800 Mid back task chair	31,640	26,526	5,114
4400 Tilter chair	35,640	29,698	5,942
Cubicle 36x24x42 draw cupboard (Bluespice Grey)	140,080	112,511	27,569
9' metal locker	81,898	66,368	15,530
4 drawer filing cabinet	75,184	61,045	14,139

Goods and Related Services (Valued G\$15M and above)

36000 BTU Carrier Hi wall split 18 seer, R410A, 220V, 60HZ, 1PH.	769,310	609,500	159,810
Ubiquiti NS network bridge	77,406	58,553	18,853
Linksys E1200 wireless router	10,000	8,817	1,183
39" Vizio smart tv	60,000	45,709	14,291
Ubiquiti NS network bridge	102,286	76,910	25,376
8-port Linksys switch	10,000	8,817	1,183
E1200 wireless router	10,000	8,817	1,183
Printer	7,599	7,045	554
8ft x 4ft x 14" stationery press	55,000	42,020	12,980
BlueSky desktop computer	85,298	84,185	1,113
Desktop computer	89,298	88,122	1,176
Blue Sky desktop computer	262,479	258,597	3,882
Desk	22,500	18,040	4,460
Office chairs	151,960	113,563	38,397
Waiting chairs	22,500	18,040	4,460
110v Karcher vacuum cleaner	34,912	27,198	7,714
Mini LED video projector plus brokerage & freight	129,442	96,948	32,494
DGDL 1Pluslte - SL	21,930	17,619	4,311
Benches & workers quarter	40,000	30,952	9,048
4-drawer black filing cabinet	89,000	67,107	21,893
BlueSky desktop computer	113,800	112,241	1,559
2-drawer metal filing cabinet	46,350	32,600	13,750
Lenovo Ideapad laptop	105,900	102,810	3,090
HI back black Executive chair	48,410	33,985	14,425
Blue Sky desktop computer	75,000	72,876	2,124
Metal frame partition	120,000	82,116	37,884
24 x 36 x 42' L-Shape cubicle	65,100	45,206	19,894
Epson projector	106,400	62,819	43,581
Lenovo laptop	94,900	70,606	24,294
5,000 BTU window AC unit (security office)	60,000	35,424	24,576
HP LaserJet Pro M281FDW printer	110,000	64,944	45,056
Biometric time system	52,632	31,074	21,558
Desktop computer (Intel Pentium Gold Core CPU)	80,000	70,000	10,000
Biometric time system	175,000	85,400	89,600
Xtech Executive chair with arm	66,667	32,533	34,134
Dell Inspiron laptop 3593 series	130,000	78,000	52,000
Dell Latitude 3420 Laptop	180,000	-	180,000
Dell Latitude 3420 Laptop	180,000	-	180,000
Dell Latitude 3420 Laptop	180,000	-	180,000
HP EliteBook 840 Laptop 14-inch HD Display	100,000	-	100,000
HP 283FDW colour printer	120,000	-	120,000
	8,354,295	6,110,538	2,243,757

Goods and Related Services (Valued G\$15M and above)

Fixed Asset	Asset Total Cost \$	Accumulated Depreciation	Net Book Value
Office Furniture-Head Office			
Desktop computer	134,387	90,351	44,036
Dell Inspiron	388,211	376,079	12,132
HP Laserjet Pro M281FDW printer	105,000	70,594	34,406
36' x 7' 3-drawers floating office desk	141,750	95,301	46,449
Mid-back semi-executive black chairs	102,000	68,577	33,423
Mid-back blueberry task chair	32,000	21,514	10,486
Lenovo computer system	76,900	74,497	2,403
Lenovo E575 laptop	152,900	148,122	4,778
Banquet chairs	49,680	33,401	16,279
30' x 60' 2-drawers desk	33,600	22,590	11,010
Conference chairs	113,270	66,875	46,395
4-drawer metal filing cabinet	46,350	22,155	24,195
Lenovo laptop (accounts - Quickbooks 2019)	94,900	88,969	5,931
50" Samsung smart TV	136,859	66,787	70,072
Dell Inspiron laptop 3593 series	130,000	46,800	83,200
Royal 18 sheets microcut paper shredder	65,789	23,684	42,105
30" x 60" x 66" L shaped bow front office desk with 3 drawer	89,250	17,850	71,400
Lenovo Ideapad 3 laptop	210,000	42,000	168,000
4-drawer filing cabinet	105,000	21,000	84,000
24000 BTU Comfort Star air conditioning unit	269,825	53,965	215,860
HP M283fdw printer	180,000	36,000	144,000
Samsung A73 smart phone with case	112,000	22,400	89,600
Whirlpool water dispenser	33,600	6,720	26,880
15.6" HD touch Intel i5 laptop	135,000	-	135,000
GREE 9000 BTU 220v R410 inverter condenser AC unit	153,509	-	153,509
900W UPS battery	66,900	-	66,900
19.5" LCD monitor & 1 bracket	26,632	-	26,632
Fortinet firewall device	280,000	-	280,000
UPS- APC BR 1500M2-LM 900Watts	65,789	-	65,789
TCL 12000 BTU Inverter 220V AC Unit	73,583	-	73,583
12000 BTU air conditioning unit	95,000	-	95,000
	3,699,684	1,516,230	2,183,454

Lot 2: TECHNICAL SPECIFICATIONS MACHINERY BREAKDOWN INSURANCE

Skeldon Energy Inc., is a registered corporate entity with the specific objective of generating electricity via a Co-Generation method, utilizing such fuels as Heavy Fuel Oil and Biomass (bagasse, wood chips, Napier Grass).

The company owns and operate three diesel generators with a combined capacity of 10 megawatts (MW) and two bagasse (bio fuels) fired steam turbines (Turbine Generators) with a combined capacity of 30 MW, and is a licensed Power Producer exporting to the Guyana Power and Light Inc. East Berbice Grid via a Power Purchase Agreement (PPA).

Machinery and Boiler Breakdown Insurance is being sought for the following machinery and equipment:

No 1 Wartsila DG Set 5 MW

Qty	Items
12	Connecting rod and pistons
12	Connecting rod bearings
1	Crank shaft
7	Crank shaft Main journal bearings
2	Cam shaft
2	Turbo charger
1	Alternator
12	Engine head
12	Injection pump
2	Charge air cooler

No 2 & 3 Wartsila DG Set 2.5 MW Each

Qty	Items
6	Connecting rod and pistons
6	Connecting rod bearings
1	Crank shaft
7	Crank shaft main journal bearings
1	Cam shaft
1	Turbo charger
1	Alternator
6	Engine head
6	Injection pump
1	Charge air cooler

Wartsila DG Set Auxiliaries

Qty	Items
2	Start air compressor
1	Instrument air compressor
1	HFO Separator
3	Lube Separator
1	Booster unit

Package Boiler

Qty	Items
112	Boiler tubes
1	LFO Burner

The above listed assets are all positioned at Skeldon Estate, Skeldon, Corentyne, Berbice

Lot 3: TECHNICAL SPECIFICATIONS

BUSINESS INTERRUPTION INSURANCE COVERAGE

DESCRIPTION OF SERVICES REQUIRED

3. Role and Scope of the Work

The role of the selected contractor is to broker/arrange Business Interruption insurance coverage for the facility for loss of income as a result of direct loss under the existing All Risk Property and the now being sought boiler and machinery insurance (machinery breakdown) insurance.

SEI's annual turnover from the three DGs mentioned in the list provided to tenderers on page 19 of this dossier approximates to GYD3.2B.

NOTE:

1. This coverage is not required for past major outages
2. Losses are usually quantified via our generation from each Generating Sets. Our Generating Sets runs for 24 hours generating 5MW per hour; this is a total of 120MWh for one day at a selling price of USD16 cents per KWh. (Conversion of 1MWh=1,000KWh)
3. Reasons for outages are usually Internal outages are usually a result of machine breakdown and External outages are usually a result of transmission line
4. Business Interruption required is required to cover any loss in revenues we may incur due to machinery breakdown

5. Business Interruption

• Turnover-	2019	2020	2021	2022	2023
	\$'000	\$'000	\$'000	\$'000	\$'000
	2,561,111	2,231,834	2,451,471	1,625,215	2,881,298

• Estimated Annual Gross Profit:

	2019	2020	2021	2022	2023
	\$'000	\$'000	\$'000	\$'000	\$'000
	(307,325)	(573,497)	(425,581)	(585,799)	(229,216)

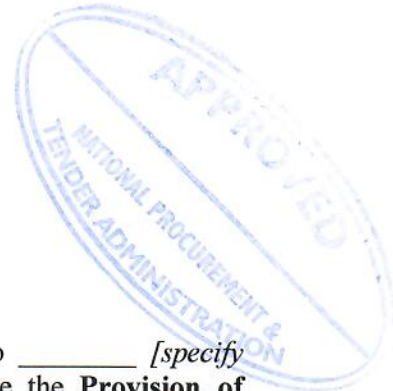
- Auditor's Fees- \$3,000,000 annually
- Indemnity Period- From breakdown of machinery until said machinery or equipment is back to being operational.

OTHER SERVICES

Additionally, the Scope of Work for the selected contractor also covers inter-alia the following:

- a) To monitor any claims submitted for early settlement and to arrange for periodic review of the same.
- b) To facilitate claims of extraordinary breakdowns or derangement of machinery which could cause severe downtime, business interruption and financial losses to SEI.
- c) To forecast and validate additional coverage benefits.

Notwithstanding whatever has been stated above, SEI reserves the right to modify or enlarge the Scope of Work at any point of time.



SUPPLIER'S BID

TO: SKELDON ENERGY INC.
(Name and address of Procuring Entity)

Dear Sir / Madam,

Having examined the bidding documents including Annexes and Addenda No _____ [specify numbers], the receipt of which is hereby acknowledged, we offer to execute the **Provision of Insurance Services to cover for All Risk of Physical Loss and Damage, Business Interruption and Boiler and Machinery Break Down** in accordance with the Contract conditions attached herein for the total amount of _____

The Value Added Tax (VAT) for our bid is _____
(amount in words and figures)

The Price of our bid, including VAT is _____
(insert the total bid price in words and figures, in Guyana dollars as per details given in the price schedule attached)

Alternative bids (at the Employer's request):

Also, we offer to execute the works pursuant to alternative bids for the amount of _____ GYD

- (a) We, including all subcontractors, regarding any part of the Contract, in accordance with the bidding documents, have no conflict of interests pursuant to subclause 2 (i) of the Instructions to Bidders;
- (b) We, including all subcontractors, regarding any part of the Contract, in accordance with the bidding documents, have not been declared by the authorized State body on procurement to be ineligible, or are not ineligible, in accordance with the legislation of Guyana.

We undertake, if our Bid is accepted, to supply the Goods, in accordance with a delivery schedule given in the Schedule of Requirements.

If our Bid is accepted, we undertake to furnish the Performance security in the form of _____ to the amount of _____, comprising _____% of the Contract Price in order to execute the Contract properly and within the time period(s) specified in the Bidding Documents.

We hereby confirm that this bid shall be valid during _____ days starting from the date established for bid opening, and it shall be binding until the expiry of the indicated period.

We understand that you are not bound to accept the lowest or any bid you receive.

Dated the _____ day of _____ 202__.

Duly authorized to sign the Bid for and on behalf of

(name of Supplier)

(Full name)

(Title)

(Signature and seal)

PRICE SCHEDULE

Brief description of Service Coverage (Skeldon Estate, Corentyne, Berbice (Plant) and 150 Crown Street, Queenstown, Georgetown (Head Office))	Total price GYD	Total Cost including delivery and VAT
Building Fixtures, Fittings, Fence, Gates, Trestles, Tanks, Signs, Outbuildings, Sheds, Walls, Civil Works, Containers and Platforms		
Plant, Machinery, Equipment of various description but not limited to pipings, pumps, tools, elevators, conveyors, generators, gantry, loading bay, scales, boilers, turbines, precipitators, switch gears, control and other cables, cranes, fueling equipment, storage, office furniture and equipment.		
On Stock of Inventory, Consumables, and spares owned by, held in trust or which the insured is responsible		
Business Interruption		
Boiler and Machinery Breakdown		
Grand Total		

Supply Contract for Goods

THIS CONTRACT made the _____ day of _____ 202__ between _____ *[name of Procuring Entity]* (hereinafter referred to as "the Procuring Entity"), on the one hand, and _____ *[name of Supplier]* from _____ *[city and country of Supplier]* (hereinafter referred to as "the Supplier"), on the other hand have come to an Agreement on the following:

The Procuring Entity has announced bid for procurement of goods and services, namely _____ *[brief description of goods and related services]* and has accepted the Supplier's bid for the supply of indicated goods and services to the sum of _____ *[Contract Price in words and figures]* (hereinafter referred to as "the Contract Price").

THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract, the terms and expressions have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall form the Contract and shall be deemed its integral part, viz.:
 - (a) Procuring Entity's Notification of Award;
 - (b) Bid and Price Schedule submitted by Bidder;
 - (c) Schedule of Requirements;
 - (d) Technical Specifications;
 - (e) General Conditions of Contract;
 - (f) Special Conditions of Contract;
 - (g) Other documents included in the Contract documents;
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services, and remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby agrees to pay the Supplier in consideration of the delivery of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS of the aforesaid, the parties hereto have caused this Contract to be executed in accordance with the legislation of Guyana the day and year first above written in the beginning of the document.

Signed and Sealed _____ *[Full name and title of Procuring Entity's representative]*

Signed and Sealed _____ *[Full name and title of Supplier's representative]*

BID SECURITY
(Bank Guarantee or Insurance Bond)

Whereas _____ *[name of Bidder]* (hereinafter referred as "the Bidder") is ready to submit his bid dated _____ *[date of bid submission]* for the supply _____ *[name and/or description of goods]* (hereinafter referred as "the Bid"),

KNOW ALL PEOPLE, that WE _____ *[name of Bank / Surety]* from _____ *[name of country]*, having our registered office at the address _____ *[address of Bank / Surety]*, (hereinafter referred as "the Bank"), are bound to _____ *[name of Procuring Entity]* to the sum of _____, by which payment to the indicated Procuring Entity shall be made in whole and in a timely manner; the Bank is bound on behalf of its name, its successors and authorized persons. This is to confirm that the license issued to the Bank shall provide for activity on issuance of the guarantee, and the person(s) signing that guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors, or of General Stockholders Meeting is required, it is already received and there is no other approval required.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder:
 - (a) Withdraws their Bid during the period of bid validity specified by the Bidder on the Form of Bid; or
2. If the Bidder having received notice from the Procuring Entity that their bid is accepted within the period of bid's validity:
 - (a) fails or rejects to sign the Contract at the request of; or
 - (b) fails or rejects to furnish the performance security in accordance with the Instructions to Bidders;

We undertake to pay the Procuring Entity the above sum upon receipt of their first written request, without needing the Procuring Entity to show grounds or reasons of that request, provided that the sum requested by the Procuring Entity is due to him because of the occurrence of one or two or both conditions, specifying the condition or conditions occurred.

This guarantee shall remain in force during _____ days inclusive following the expiry of the bid validity period, and any request in respect thereof should reach the Bank not later than the abovementioned date.

(Full name of Bank / Surety representative)

(Title)

(Signature and seal)

Dated on « ____ » day of _____ 202__.

Address of the Bank / Surety issuing guarantee:

Manufacturer's Authorization

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS.**

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

To: _____ [insert complete name of Purchaser]

WHEREAS

We _____ [insert complete name of Manufacturer], who are official manufacturers of _____ [insert type of goods manufactured], having factories at _____ [insert full address of Manufacturer's factories], do hereby authorize _____ [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____ [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 1.3 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: _____ [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: _____ [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: _____ [insert title]

Duly authorized to sign this Authorization on behalf of: _____ [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

**PERFORMANCE SECURITY
(Bank Guarantee or Insurance Bond)**

TO: _____
[Name of Procuring Entity]

WHEREAS _____ [name of the Supplier] (hereinafter called "the Supplier") has undertaken, in accordance with the Contract No. _____ [Contract number] dated _____ 202_ to supply _____ [description of Goods and Services] (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee or Performance Bond from an Insurance company licensed by the Bank of Guyana, to the sum specified therein as a security for compliance with the Supplier's obligations under the Contract,

AND WHEREAS we have agreed to furnish the Supplier with a security,

THEREFORE WE hereby confirm that we are the Guarantors and are responsible to you on behalf of the Supplier, up to a total of _____ (amount of security in words and figures) and, we undertake to pay you, on your first request notifying of the Contractor's default with the Contract, and without cavil or argument, any sum or sums within the above limits, as aforesaid, without your needing to show grounds or reasons of your request or the sum specified therein.

Any modification or addition, or amendment in the terms of Contract which may be made by the Procuring Entity and the Supplier by Additional Agreement shall in no way release us from obligations under the Guarantee, and we waive any notice of modification, addition, or amendment. This guarantee shall be valid until full completion of the Contract Conditions by the Supplier. Also, we confirm that the license issued to the Bank shall provide for activity on issuance of a bank guarantee, and the person signing the guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors or of General Stockholders Meeting is required, it is already received, and there is no other approval required

This guarantee shall be valid till the _____ day of _____ 202_.

(Full name of Bank / Surety's representative) (Title) (signature and seal)

Dated on _____ day of _____ 202_.

Address of the Bank issuing guarantee:

Letter of Acceptance
(Letterhead paper of Procuring Entity)

_____ (date)

To: _____
(Name of Supplier)

(address of Supplier)

We hereby notify you that your bid dated the ____ day of _____ 202__, for the supply of goods _____ (*description of goods*) up to a total of _____ (*amount in figures and words*)

as amended and modified in accordance with the Instructions to Bidders is hereby accepted by our agency.

Simultaneously, we send you the Form of Contract and request you, pursuant to Clause 20.1 of the Instructions to Bidders, during seven (7) days to sign and date the Form of Contract and return it at our address. Jointly with the signed Contract, we request you to furnish the performance security, in accordance with ITB Clause 20.2.

You hereby entrusted to start supply of the Goods, in accordance with the terms and conditions of a Contract.

Name of Agency _____

Full name and Title _____

Signature of Authorized Representative _____

Annex: The Contract

Affidavit of Authorization

TO: _____ [name of Procuring Entity]

WHEREAS _____ [name of Supplier],
who is the Supplier _____ [name and/or description of goods].

do hereby authorize _____ [name and address of
Supplier's Representative] to submit the Bid, and sign the Contract based on Invitation for Bids for the
abovementioned goods to be supplied by us, and

[Full name, title, signature for and on behalf of Supplier]

Dated on « _____ » day of _____ 200 _____. (seal)
(date)

Note: The affidavit of authorization must be drafted on a letterhead of the Supplier and signed by a Commissioner of Oats to Affidavit or Justice of the peace. The Bidder shall include this authorization in their Bid.

Evaluation and Qualification Criteria

PROPOSAL FOR STANDARD EVALUATION CRITERIA FOR SERVICE

*Select appropriate criteria:

No.	DESCRIPTION
1.	Submission of a valid business registration or certificate of incorporation that is clearly legible . Incorporated companies must submit a list of directors.
2.	Submission of a valid NIS compliance certificate in the name of the business as per business registration. Document must be clearly legible.
3.	Submission of a valid GRA compliance certificate in the name of the business as per business registration. Document must be clearly legible.
4.	Completed and signed supplier's bid page (Page # 31).
5.	Completed and signed price schedule must be submitted.
6.	Completed and signed delivery schedule (Page 18-20) or statement of agreement to supply goods/services within the period specified in the delivery schedule
7.	Provision of documentation indicating that the bidder's proposed coverage meets the procuring entity's requirements, as detailed on pages 21-30
8.	Submission of bid security in the amount of 2% in the form of an insurance bond or bank guarantee or bond.
9.	Demonstrate experience and technical capacity by providing documentary evidence that shows the supply of coverage similar to those in the Requirement Schedule (page 21-30). Bidder must provide copies of contracts with previous clients, or copies of valid invoices showing coverage supplied to clients. Bidder must demonstrate the experience of providing coverage to assets valued at a minimum value of \$ 3,966,049,012 GYD
10.	Evidence of financial capacity, in the name of the bidder, representing 20% of the bid price. Financial Capacity must be evidence in the form of a bank statement or Line of credit from a bank . 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.
11.	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 .
12.	Written confirmation of authorizing signatory must be provided. This must be in the form of an Affidavit of Authorization endorsed by a Commissioner of Oaths or Justice of Peace .
13.	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 .

14.	<p>The Bidder shall provide accurate information on the related bidding form as provided about any litigation or arbitration resulting from contracts completed or on-going under its execution over the last five years.</p> <p><u>Pending Litigation:</u> All pending litigation shall in total not represent more 5 % of the Bidder's net worth and shall be treated as resolved against the bidder. If bidder has pending litigation representing more than the stated percentage, the bid will not be considered.</p> <p><u>Litigation History:</u> Non-performance of a contract did not occur as result of supplier's default since 1st January,2021. If bidder has a history of nonperforming contract the bid will not be considered.</p>
15.	<p>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.</p>
16.	<p>A site visit is required by interested bidders to the Skeldon Plant Location on Friday 16th February, 2024 at 10.00 am. After which; Any questions or clarifications requests can be sent to procurement@skeldonenergyinc.com no later than Thursday 22nd February 2024 at 16:00hrs. Answers will be posted online at https://www.skeldonenergyinc.com latest by 16:00hrs on Tuesday 27th February 2024.</p>



Pending Litigation Format				
<input type="checkbox"/> No pending litigation in accordance with Evaluation Criteria # [14]				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount]	[insert percentage]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete contract name, number, and any other identification] • Name of Purchaser: [insert full name] • Address of Purchaser: [insert street/ city/ country] • Matter in dispute: [indicate main issues in dispute] • Status of dispute: [indicate if it is being treated under Arbitration or being dealt with by the Judiciary] 	[insert amount]

Litigation History

Litigation History Format		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 st January [2021], in accordance with Evaluation Criteria # [14]		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete Contract name, number, and any other identification] • Name of Purchaser: [insert full name] • Address of Purchaser: [insert street/city/country] • Matter in dispute: [indicate main issues in dispute] • Party who initiated the dispute: [indicate "Purchaser" or "Supplier"] • Status of dispute: [indicate if it is being treated by under Arbitration or being dealt with by the Judiciary] 	[insert amount]