

# STANDARD BID SOLICITATION DOCUMENT

## GOVERNMENT OF GUYANA



### *SKELDON ENERGY INC.*

*Provision of Transportation Services for Delivery of:  
Lot 1. HFO (Heavy Fuel Oil)  
Lot 2. LFO (Light Fuel Oil)*

**DECEMBER 2024**  
**SKELDON ENERGY INC.**  
**150 CROWN STREET, QUEENSTOWN**  
**GEORGETOWN**

1147

NATIONAL PROCUREMENT  
& TENDER ADMINISTRATION  
10 DEC 2024  
*[Signature]*  
APPROVED

# **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 SBSB groups the provisions that are not intended to be changed in "the Instructions to Bidders" and in "the General Conditions of Contract". Data and provisions specific to each procurement and contract should be included in the Bid Data Sheet, the Special Conditions of the Contract, Technical specifications, price schedule, schedule of requirements and the Evaluation Criteria. The applicable forms are listed in the table of contents, below.

Request for additional information can be forwarded to:

***SKELDON ENERGY INC.  
150 CROWN STREET, QUEENSTOWN  
GEORGETOWN***

Or visit our website:

*(NA)*

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**Invitation for Bids**



**Cooperative Republic of Guyana**

**Ministry of Public Works**

**Skeldon Energy Inc.**

1. Skeldon Energy Inc., invites bids from suitably qualified and experienced bidders to undertake the following delivery of service:  
**Transportation Services for the delivery of HFO (Heavy Fuel Oil) and LFO (Light Fuel Oil) from GPL's Bulk Storage Terminal in Water Street, Kingston, Georgetown to Skeldon Energy Inc, Skeldon, Berbice.**
2. Bidding will be conducted through the National Competitive Bidding (NCB) procedures, specified in the Procurement Act 2003.
3. Interested eligible bidders may inspect the Bidding Documents and obtain further information from the Head Office, Skeldon Energy Inc. Lot 150 Crown Street, Queenstown, Georgetown during Mondays to Thursdays 8am to 4pm and Fridays 8am to 3:30pm.
4. The bidding documents may be obtained and be examined by any interested bidder. Bid documents will be available online at: <https://www.skeldonenergyinc.com>.
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 Transportation Services for the delivery of HFO (Heavy Fuel Oil) and LFO (Light Fuel Oil)".

Bids shall be addressed to:

**The Chairman**

**National Procurement and Tender Administration Board**

**Ministry of Finance**

**Main and Urquhart Streets January 30, 2025.** 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.

6. Bids will be opened in the presence of those bidders or their representatives who choose to attend at **09:00 hours on January 30, 2025**, in the boardroom of the National Procurement and Tender Administration Board, Ministry of Finance at the above address.
7. All bids must be accompanied by valid certificates of compliance from the Manager of the National Insurance

Scheme and the Commissioner of the Guyana Revenue Authority.

8. All bids must be accompanied by a bid security amounting to the value specified in the bid document.
9. The National Procurement and Tender Administration, Ministry of Finance reserves the right to reject any or all bids without assigning any reason whatsoever and not necessarily to award to the lowest bid.



.....  
*General Manager*

*Skeldon Energy Inc.*

**SKELDON ENERGY INC.**  
**Lot 150 Crown Street,**  
**Queenstown, Gtown.**  
**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) Clearly Labeled Name of the delivery of Service: "**Transportation Services for the delivery of HFO (Heavy Fuel Oil) and LFO (Light Fuel Oil) from GPL's Bulk Shipment Terminal in Kingston to SEI Plant Location.**"

## **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 12 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	<p>Name, address and telephone number of Procuring Entity:</p> <hr/> <p><b>SKELDON ENERGY INC.</b>  <b>150 CROWN STREET, QUEENSTOWN</b>  <b>GEORGETOWN</b>  <i>Tel No.: 223-0168</i></p> <hr/> <p>The subject of the procurement is: “Transportation <b>Services for the delivery of HFO (Heavy Fuel Oil) and LFO (Light Fuel Oil)</b>” from GPL’s Bulk Terminal, Mudlot, Kingston to SEI Plant Location</p>
ITB 2.1	To qualify for award of the Contract, the bidders shall meet the qualification requirements set out in the evaluation criteria:
ITB 4.1	Language of Bid shall be English Language
ITB 7.1	Currency of Bid shall be in Guyana Dollars
ITB 8.1	A bid security of \$2,000,000.00 GYD of the is required in the form of a Bank guarantee or a bond from a recognized financial institution.
ITB 9.1	The period of validity of bid is one hundred and twenty (120) days
ITB 11.1	<p>Deadline and place for submission of bids:</p> <p><b>Bids must be submitted at the office of the National Procurement and Tender Administration Board, Ministry of Finance, Main and Urquhart Streets, Georgetown, Guyana before 09:00 hours on 30 January 2025.</b></p>
ITB 13.1	<p>Time and place for opening of bid: National Procurement and Tender Administration Board, Ministry of Finance, Main and Urquhart Streets, Georgetown, Guyana before <b>09:00 hours on 30 January, 2025</b></p>
ITB 17.1	Increase or decrease in the quantity of goods and services not exceeding 10% in accordance with ITB Clause 17.1
ITB 21.1	Disputes that may arise in the performance of the contract shall be settled in accordance with the applicable Laws of Guyana.



## **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><b>SKELDON ENERGY INC.</b>  <b>150 CROWN STREET, QUEENSTOWN</b>  <b>GEORGETOWN</b></p> <hr/> <p><i>Tel No.: 223-0168</i></p>
5.1	<p><b>Delivery, Transportation</b></p> <p><b>The following documentation is to be provided by the Supplier to the Procuring Entity if applicable:</b></p> <ul style="list-style-type: none"> <li>(1) Copies of Supplier's invoice indicating a description, quantity, unit price of the Goods and sum total.</li> <li>(2) shipping order, railway receipt or truck receipt.</li> <li>(3) Warranty certificate of Manufacturer or Supplier;</li> <li>(4) Inspection certificate issued by the authorized inspection service, and the supplier's factory inspection report (if any);</li> <li>(5) Certificate of origin;</li> <li>(6) Certificate of conformity</li> <li>(7) Certificate of Quality</li> </ul>
6.1	<p><b>Payment</b></p> <p>Payments will only be made for the actual amounts transported and based on the meter reading obtained at SEI's Plant Location.</p>
9.2	<p><b>Liquidated Damages</b></p> <p>The penalty to be paid by the supplier for delay of the completion of services is 0.1% of the contract price per day up to a maximum of no more than 10% of the contract Price.</p>



<b>11.2</b>	<b>Settlement of Disputes</b>  Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.
	<b>Inspection Certificate</b> A Site Inspection Certificate will be issued by the O&M Manager at the Plant Location which must be affixed to this Tender Document upon submission.



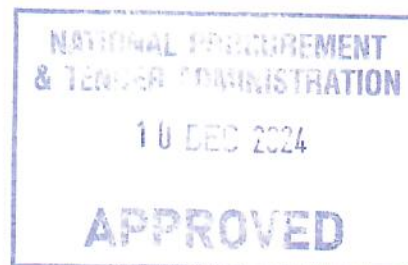
## Delivery Schedule

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.

Item No.	Brief Description of Goods	Unit	Quantity	Place of Delivery	Expected Delivery Period	Bidder Proposed Delivery Period
1	Transportation of Fuel and Lubricants for the Skeldon Energy Inc.	Per month  Per month	Approximately 360,000 Imp. Gal (HFO) & Approximately 5,000 Imp. Gal (LFO) <i>(Please note that the amounts above are indicative and actual amounts may be higher or lower. Payments will only be made for the actual amounts transported)</i>	Plant Location, Skeldon Region 6	No later than 12 hours form GPL' Bulk Storage Terminal Mudlot, Kingston, Georgetown to SEI Plant location Corentyne, Berbice	

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_



## Transportation of Fuel and Lubricants for Skeldon Energy Inc.

### Technical Specifications

#### 1.0 Services Under Contract

The services under this contract consist of uplifting of fuel and lubricants at Guyana Power and Light Bulk Storage Terminal, Kingston, Georgetown and transporting same to Skeldon Energy Inc. Plant Bulk Storage Facility, Corentyne, Region 6.

#### 2.0 Staffing

Contractor must provide his/her own Driver and Labourer to operate and distribute all fuel.

#### 3.0 Tanker Capacity

The capacity of Tanker Truck to be used should range from 2,050 to 12,000 Liters

#### 4.0 Environmental Conditions

Most access dams to Pump and Equipment are made of Clay and whenever it rains it gets muddy, as a result contractor must provide some means in able to getting the fuel and lubricants to it designated locations at rates in tender.

#### 5.0 Work Order

Upon notification to provide transportation services of all fuel, GPL's Procurement Department will notify the contractor on scheduling the upliftment date, thereafter communication with SEI is to be made on the delivery.

#### 6.0 Payments

When making claims for payments on the services provided, a copy of the work order issued prior to uplifting of fuel and distribution must be submitted along with a written payment request accompanied by Stock Transportation Notes addressed to the General Manager of Skeldon Energy Inc.

#### 7.0 Trips

Trips are considered to be from GPL's Bulk Storage Terminal to the SEI Plant location, Corentyne.

#### 8.0 Hours of Work

Hours of Work are as follow:

- Twenty-Four (24) Hours per day
- Seven (7) Days per Week





**PRICE SCHEDULE**

**TRANSPORTATION OF FUEL TO SKELDON ENERGY INC.**

**Fuel Distribution to Bulk Storage SEI Plant Location**

<b>Item No.</b>	<b>Description</b>	<b>Unit (Imperial Gallon)</b>	<b>Rate \$</b>	<b>Amount \$</b>
1	Transportation of 1 Imp. Gallons of HFO from Kingston to Plant Location in Skeldon	1		
2	Transportation of 1 Imp. Gallons of LFO from Kingston to Plant Location in Skeldon	1		

**Name of Bidder:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_



### 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] from \_\_\_\_\_ [name of country], having our registered office at the address \_\_\_\_\_ [address of Bank], (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's representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature and seal)

Dated on « \_\_\_\_ » day of \_\_\_\_\_ 202\_\_ .

**Address of the Bank 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]

**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**

## Power of Attorney

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 \_\_\_\_\_ 202\_\_\_\_. (seal)  
(date)

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*Note: The power of attorney must be drafted on a letterhead of the Supplier, and signed by a competent person authorized by the Supplier. The Bidder shall include this power of attorney in their Bid.*

### Evaluation and Qualification Criteria

No.	DESCRIPTION
1.	Submission of a <b>valid</b> business registration or certificate of incorporation that is <b>clearly legible. Incorporated companies must submit a list of directors.</b>
2.	Submission of a <b>valid</b> NIS compliance certificate in the name of the business as per business registration. <b>Document must be clearly legible.</b>
3.	Submission of a <b>valid</b> GRA compliance certificate in the name of the business as per business registration. <b>Document must be clearly legible.</b>
4.	<b>Completed and signed</b> supplier's bid page (22).
5.	Completed and signed price schedule must be submitted.
6.	<b>Completed and signed</b> delivery schedule (20) or <b>statement of agreement</b> to supply goods/services <b>within the period specified in the delivery schedule (20).</b>
7.	Submission of bid security <b>in the amount of \$2,000,000.00 GYD in the form of an</b> insurance bond or bank guarantee or manager's cheque from a recognized financial institution.
8.	Demonstrate experience and technical capacity by providing <b>documentary evidence</b> that shows the supply of goods/services <b>similar to the items in the price schedule.</b> Bidder must <b>provide copies of contracts</b> with previous clients, <b>or copies of valid invoices</b> showing items supplied to clients. Bidder must demonstrate the experience of supplying goods/services to a <b>minimum value of 5 Million .</b>
9.	Evidence of financial capacity rep. 25% of bid price in the name of the bidder. Financial Capacity must be evidenced in the form of a <b>bank statement or Line of credit from a bank or a reputable financial institution. The line of credit must state a figure.</b> The document must be <b>dated within one month</b> of the bid opening date and be <b>clearly legible.</b> When a photocopy is presented, it must be certified a 'true copy of original' by the issuing company.
10.	Bidder must provide a letter of Authorization for the Procuring Entity to seek reference from the bidder's Bank/financial institution <b>relating to the financial capacity evidence supplied.</b> The document must be <b>dated within one month</b> of the bid opening date and be <b>clearly legible.</b>
11.	Written confirmation of authorizing signatory must be provided. For the <b>incorporated company</b> this must be in the form of a <b>Power of Attorney endorsed by a Commissioner of Oaths or Justice of Peace.</b> For a <b>registered business</b> that has appointed an employee to sign the bid a <b>letter of authorizing signatory</b> must be provided.
12.	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

NATIONAL PROGRAM OF  
 TENDER ADMINISTRATION  
 10 DEC 2014

	<p>execution over the last five years.</p> <p><b>Pending Litigation:</b> All pending litigation shall in total not represent more 30 % of the Bidder's net worth and shall be treated as resolved against the bidder. <b>If bidder has pending litigation representing more than the stated percentage, the bid will not be considered.</b></p> <p><b>Litigation History:</b> Non-performance of a contract did not occur as result of supplier's default since 1st January, 2016. <b>If bidder has a history of nonperforming contract the bid will not be considered.</b></p>						
13.	<p>Bidder must provide a letter stating <b>any or no terminated or abandonment of projects</b>. The letter must be <b>dated within one month</b> of the bid opening date.</p>						
14.	<p>Bidder must provide audited financial statements for the last financial year for incorporated companies. Financial statements must be audited by a Chartered accountant/accountancy firm and include an auditor's note.</p> <p><b>OR</b></p> <p>Registered businesses must provide Balance Sheets, Profit and Loss Accounts, and Income and Expenditure Accounts for the past year. These financial statements must be prepared and certified by a Chartered accountant/accountancy firm</p>						
15.	<p><b>Ownership of key equipment</b> - the bidder must <b>provide evidence</b> to show that the following key equipment are available for the project.</p> <p>Ownership can be demonstrated by providing <b>either one of the following: the licenses, purchase documents, registrations, agreement to lease or rent, and/or affidavit of ownership.</b></p> <p>An <b>agreement to lease or rent must be dated within one month</b> of the bid opening. <b>Affidavit of ownership must be duly signed</b> by a commissioner of oaths or justice of peace and notarized and the <b>list of equipment must be endorsed by same</b> if it is supplied as an attachment to the affidavit.</p> <table border="1" data-bbox="321 1472 1333 1719"> <thead> <tr> <th>Item No.</th> <th>Description of Key Equipment Required</th> <th>No. of Key Equipment Required</th> </tr> </thead> <tbody> <tr> <td>a.)</td> <td>Tanker Truck with GEA Certification of ≥20,500 litres Capacity</td> <td>4</td> </tr> </tbody> </table>	Item No.	Description of Key Equipment Required	No. of Key Equipment Required	a.)	Tanker Truck with GEA Certification of ≥20,500 litres Capacity	4
Item No.	Description of Key Equipment Required	No. of Key Equipment Required					
a.)	Tanker Truck with GEA Certification of ≥20,500 litres Capacity	4					
16.	<p>Provision of qualification and experience of key personnel - <b>the bidder must appoint an individual to fill the positions and provide detailed curriculum vitae</b> for the following key personnel.</p>						

Position of Key Personnel	Required Qualification and Experience	Minimum No. of Key Personnel Required
Supervisor/Truck Driver	A minimum experience of 3 years in the handling and distribution in fuel-based commodities or as a truck driver (must have a valid license)	4
Porter	A minimum experience of 3 years as Porter	4

All appointed individuals must sign a letter consenting to the use of his/her CV by the bidder. Letters must be dated within one month of bid opening.

Pending Litigation Format				
<input type="checkbox"/> No pending litigation in accordance with Evaluation Criteria # <i>[insert number]</i>				
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)
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	<ul style="list-style-type: none"> <li>• Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i></li> <li>• Name of Purchaser: <i>[insert full name]</i></li> <li>• Address of Purchaser: <i>[insert street/ city/ country]</i></li> <li>• Matter in dispute: <i>[indicate main issues in dispute]</i></li> <li>• Status of dispute: <i>[indicate if it is being treated under Arbitration or being dealt with by the Judiciary]</i></li> </ul>	<i>[insert amount]</i>



### 3. Litigation History

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