

STANDARD BIDDING DOCUMENTS



GUYANA SUGAR CORPORATION INC.

Procurement of Works

**Dismantle And Relocation Of OC Filter From Old
Skeldon Factory To New Factory**

by

National Competitive Bidding

Cooperative Republic of Guyana

July 2010

Invitation for Bids (IFB)

Cooperative Republic of Guyana

Dismantle And Relocation Of OC Filter From Old Skeldon Factory To New Factory

1. The Guyana Sugar Corporation invites sealed bids from eligible and qualified bidders for the **Dismantle and Relocation of OC Filter from Old Skeldon Factory to New Factory**

A site visit is planned for July 16, 2010 at 11:00 hours on site. The delivery/construction period is eight (10) weeks.

2. Bidding will be conducted through the National Competitive Bidding (NCB) procedures, specified in the Procurement Act 2006 and is open to all bidders, subject to provisions of Section III (Eligible Countries) of this document.
3. **Deleted**
4. Qualifications requirements include: NIS and IRD compliances, Work Programme, List of Similar Projects, List of Equipment Available for the Project.
5. A complete set of Bidding Documents in English may be purchased by interested bidders upon payment of a non refundable fee of G\$ 5,000. The method of payment will be in Cash or Manager's Cheque payable to Guyana Sugar Corporation. The Bidding Documents can be uplifted from the Materials Management Department (MMD).
6. Bids must be delivered to the address below to **Tender Box # 10** at or before 14:00hrs on **22nd July, 2010**. Electronic bidding "*shall not*" be permitted. Late bids will be rejected. Bids will be opened physically in the presence of the bidders' representatives who choose to attend in person.
7. All bids "*shall*" be accompanied by a "*Bid Security*"¹ of not less than 1% of the tendered sum.

(8) The address(es) referred to above is:

(a) Purchase Address

Materials Management Department

Guysuco Head Office, Ogle

Ogle Estate, E.C.D.

(b) Submission and opening Address

Security Office,

Guysuco Head Office

Ogle Estate

E.C.D.

Tender Box # 10

Table of Contents

Section I. Instructions to Bidders	4
Table of Clauses.....	
Section II. Bidding Data Sheet.....	21
Section III. Eligible Countries	25
Section IV. Forms of Bid, Qualification Information, Letter of Acceptance, and Agreement	
1. Contractor’s Bid.....	26
2. Qualification Information	30
3. Letter of Acceptance	330
4. Agreement.....	33
Section V. General Conditions of Contract	35
Table of Clauses.....	36
Section VI. Special Conditions of Contract.....	57
Section VII. Specifications & Performance Requirements	61
Section VIII. Drawings	63
Section IX. Bill of Quantities	65
Section X. Security Forms	73
Form of Bid Security (Bank Guarantee)	
Performance Bank Guarantee	

Section I. Instructions to Bidders

This Section of the Bidding Document provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It should also give information on bid submission, opening and evaluation, and on the award of Contract.

Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather under Section V, General Conditions of Contract (GCC), and/or Section VI, Special Conditions of Contract (SCC).

These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.

Table of Clauses

A. General.....	4
1. Scope of Bid.....	4
2. Source of Funds	4
3. Fraud and Corruption	4
4. Eligible Bidders	4
5. Qualifications of the Bidder.....	5
6. One Bid per Bidder	7
7. Cost of Bidding.....	7
8. Site Visit	7
B. Bidding Documents	7
9. Contents of Bidding Documents.....	7
10. Clarification of Bidding Documents.....	7
11. Amendment of Bidding Documents	8
C. Preparation of Bids	8
12. Language of Bid.....	8
13. Documents Comprising the Bid.....	8
14. Bid Prices	8
15. Currencies of Bid and Payment.....	9
16. Bid Validity.....	9
17. Bid Security and Bid-Securing Declaration	9
18. Alternative Proposals by Bidders.....	110
19. Format and Signing of Bid.....	110
D. Submission of Bids	11
20. Submission, Sealing and Marking of Bids.....	11
21. Deadline for Sub-mission of Bids.....	12
22. Late Bids	12
23. Withdrawal, Substitution and Modification of Bids	12
E. Bid Opening and Evaluation	13
24. Bid Opening	13
25. Confidentiality	13
26. Clarification of Bids.....	13
27. Examination of Bids and Determination of Responsiveness	14
28. Correction of Errors	14
29. Currency for Bid evaluation-Not Used	15
30. Evaluation and Comparison of Bids	15
31. Domestic Preference-Not Used.....	16
F. Award of Contract.....	16
32. Award Criteria	16

33.	Employer’s Right to Accept any Bid and to Reject any or all Bids	16
34.	Notification of Award and Signing of Agreement.....	16
35.	Performance Security	17
36.	Advance Payment and Security.....	17
37.	Complaints and Protests.....	18

Instructions to Bidders (ITB)

A. General

- 1. Scope of Bid**
- 1.1 The Employer as defined² in Section II “Bidding Data Sheet” (BDS), invites bids for the construction of Works, as described in the BDS and Section VI, “Special Conditions of Contract” (SCC). The name and identification number of the Contract are provided in the BDS and the SCC.
- 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the BDS and SCC 1.1 (r).
- 1.3 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex,) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The procurement is intended to be funded by the Guyana Sugar Corporation
- 4. Eligible Bidders**
- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the provisions of Section III, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project
-

Manager for the Contract. A firm that has been engaged by the Government of the Cooperative Republic of Guyana to provide consulting services for the preparation or supervision of the Works, and any of its affiliates **shall not be eligible to bid.**

4.3 A Bidder that is under a declaration of ineligibility in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of such debarred firms is available at the electronic address **specified in the BDS.**

4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Qualifications of the Bidder

5.1 All bidders shall provide in Section IV, "Form of Bid, Qualification Information, Letter of Acceptance, and Agreement," a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken, only bids from pre-qualified bidders shall be considered for award of Contract. These pre-qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS:**

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of construction works performed for each of the last five years;

(c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;

(d) major items of construction equipment proposed to carry

out the Contract;

- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
- (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price. The ceiling for sub contractor's participation is **stated in the BDS.**

5.4 **Joint ventures are not acceptable**

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- (a) an average annual financial amount of construction work over the period specified in the **BDS** of at least the multiple indicated in the **BDS**
- (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should be at least 70 percent complete);

5.6 Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

6. **One Bid per Bidder**

6.1 Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.

7. **Cost of**

7.1 The Bidder shall bear all costs associated with the preparation

Bidding and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs.

- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Contents of Bidding Documents** 9.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Invitation for Bids

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Eligible Countries
Section IV	Forms of Bid, Qualification Information, Letter of acceptance, Agreement
Section V	General Conditions of Contract
Section VI	Special Conditions of Contract
Section VII	Specifications
Section VIII	Drawings
Section IX	Bill of Quantities ³
Section X	Forms of Securities

- 10. Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer's address **indicated in the BDS**. The Employer shall respond to any request for clarification received earlier than 10 days⁴ prior to the deadline for submission of bids. Copies of the Employer's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.

- 11. Amendment of Bidding** 11.1 Before the deadline for submission of bids, the Employer may

Documents modify the Bidding Documents by issuing addenda.

- 11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents.⁵ Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

- 12.1 All documents relating to the Bid shall be in English.

13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Bid (in the format indicated in Section IV);
 - (b) Bid Security, in accordance with ITB Clause 17, if required;
 - (c) priced Bill of Quantities;⁶
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

14. Bid Prices

- 14.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantities⁷ submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities.⁸ Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if

any, shall be made by crossing out, initialing, dating and rewriting.

14.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.⁹

14.4 The rates and prices¹⁰ quoted by the Bidder shall be fixed during the performance of the Contract.

15. Currencies of Bid and Payment

15.1 The unit rates and prices¹¹ shall be quoted by the Bidder entirely in Guyana Dollars (G \$).

16. Bid Validity

16.1 Bids shall remain valid for the period¹² **specified in the BDS.**

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall be extended up to 28 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided in ITB Clause 17.

17. Bid Security and Bid-Securing Declaration

17.1 **If required in the BDS,** the Bidder shall furnish as part of its Bid, a Bid Security in original form as specified in the BDS.

17.2 The Bid Security shall be in the **amount specified in BDS** and denominated in G \$, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution.
- (b) be issued by a reputable institution selected by the bidder and located in any country. If the institution issuing the surety is located outside the Employer's Country, it shall have a correspondent financial institution located in Guyana to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section X "Security Forms," or other

form approved by the Employer prior to bid submission;

- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 17.5 are invoked;
- (e) be submitted in its original form; copies shall not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 16.2.

17.3 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.

17.5 The Bid Security may be forfeited

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 16.2; or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.
- (c) if the successful Bidder fails within the specified time to:
 - (i) sign the Contract; or
 - (ii) furnish the required performance security .

18. Alternative Proposals by Bidders

18.1 Alternatives shall not be considered,

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.3 (a). The person or persons signing the Bid shall initial all pages of the Bid where entries or amendments have been made.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 19.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

20. Submission, Sealing and Marking of Bids

- 20.1 Bidders may always submit their bids by mail or by hand.. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES.”
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address¹³ **provided in the BDS;**
 - (b) bear the name and identification number of the Contract as **defined in the BDS** and SCC; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.

- 21. Deadline for Sub-mission of Bids**
- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.
- 22. Late Bids**
- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 shall be returned unopened to the Bidder.
- 23. Withdrawal, Substitution and Modification of Bids**
- 23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked or "WITHDRAWAL," "SUBSTITUTION," OR "MODIFICATION" as appropriate.
- 23.3 No Bid may be substituted or modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause or included in the initial Bid

E. Bid Opening and Evaluation

- 24. Bid Opening**
- 24.1 The Employer shall open the bids, including modifications made pursuant to Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has

been submitted pursuant to ITB Clause 23 shall not be opened.

24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications, the presence or absence of Bid Security, if required, and such other details as the Employer may consider appropriate, shall be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned un-opened to bidders

24.4 The Employer shall prepare Minutes of the Bid Opening, including the information disclosed, to those present, in accordance with ITB Sub-Clause 24.3.¹⁴

25. Confidentiality 25.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

26. Clarification of Bids 26.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates.¹⁵ The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with ITB Clause 28.

27. Examination of Bids and Determination 27.1 Prior to the detailed evaluation of Bids, the Employer shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is

- of Responsiveness** accompanied by the Security or the Bid Securing Declaration, if required; and (d) is substantially responsive to the requirements of the Bidding Documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28. Correction of Errors**
- 28.1 Bids determined to be substantially responsive shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:¹⁶
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.
- 28.2 The amount stated in the Bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited or the Bid-Securing Declaration executed in accordance with ITB Sub-Clause 17.5 (b).
- 29. Currency for Bid evaluation** Not used
- 30. Evaluation and** 30.1 The Employer shall evaluate and compare only the bids
-

Comparison of Bids

determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) Making any correction for errors pursuant to ITB Clause 28;
- (b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

30.4 If the Bidding Documents include two or more lots, add ITB Sub-Clause 30.5: “In the case of several lots, pursuant to ITB Sub-Clause 30.2 (b), the lowest evaluated bid price will be determined taking into account any discounts offered by bidders for the award of more than one contract (least cost combination)”

30.5 **Unbalanced Bids:** - If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 35 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract

31. Domestic Preference

Not Used

F. Award of Contract**32. Award Criteria**

32.1 Subject to ITB Clause 33, the Employer shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the

lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

- 33. Employer’s Right to Accept any Bid and to Reject any or all Bids**
- 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.¹⁷
- 34. Notification of Award and Signing of Agreement**
- 34.1 The Bidder whose Bid has been accepted shall be notified of the award by the Employer prior to expiration of the Bid validity period in writing. This letter (hereinafter and in the GCC called the “Letter of Acceptance”) shall state the sum that the Employer shall pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 34.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.4.
- 34.3 The Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be signed by the Employer and sent to the successful Bidder, within 28 days following the Letter of Acceptance’s date. Within 21 days of receipt, the successful Bidder shall sign the Agreement and deliver it to the Employer.
- 34.4 For contracts exceeding G\$ 200,000 in value, within 7 working days of the issue of notification of award, the Employer shall publish in the National website (www.gina.gov.gy) the following information: (i) Contract identification number; (ii) name of the Procuring Entity; (iii) date of award (iv) name of the party to whom the contract was awarded; (v) the object (short description and classification) & duration of the contract (vi) the amount of the contract; (vii) procurement method used; (viii) name of each bidder who submitted the bid; (ix) bid prices as read out at the bid opening; (x) name and evaluated prices of each bid that was evaluated; and (xi) names of bidders whose bids were rejected

and reasons for their rejection.

35. Performance Security

35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall sign the contract and deliver to the Employer a Performance Security in the amount stipulated in the GCC and in the form (Bank Guarantee or Bond) **stipulated in the BDS**.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a bank located in Guyana, or by a foreign bank acceptable to the Employer through a correspondent bank located in Guyana.

35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 34.4 and 35.1) shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security, in which case the Employer may award the contract to the next lowest evaluated bidder whose offer is substantially responsive and is determined as meeting the qualifying criteria. Upon the successful Bidder's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.4.

36. Advance Payment and Security

36.1 The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS**. The Advance Payment shall be guaranteed by a Security. Section X "Security Forms" provides a Bank Guarantee for Advance Payment form.

37. Complaints and Protests

Procedures for administrative review of complaints and protests

37.1 Any potential or actual bidder, supplier, contractor, or a consultant who claims, to have suffered or may suffer, loss or damage due to a breach of duty imposed on a procurement entity by the Procurement Act 2003 and the Procurement Regulations 2004, including any subsidiary legislation, may complain or protest in accordance with following procedures:

37.2 A complaint or protest shall not be entertained and shall be rejected in the following cases;

- a) the decision complained or protested against, is taken by the Cabinet (Council of Ministers)

- b) the exclusion of a consulting firm in a short list of consultants to be invited to submit proposals
 - c) a decision by the procuring entity to reject all bids, or quotations or proposals
 - d) a complaint or protest submitted later than 7 working days from the date the complainant became aware or should have become aware of the circumstances leading to the complaint or protest.
- 37.3 If a contract has not yet been signed, the complaint or protest shall in the first instance be submitted to the concerned procuring entity viz. ministry, region or district head within 7 working days of the complainant becoming aware of the circumstances leading to the complaint/ protest.
- 37.4 The Procurement entity shall give a decision within 5 working days of receiving the complaint.
- 37.5 If the complainant is NOT satisfied with the decision of the entity or does NOT receive any response within the time specified, he/she may appeal the decision to the Bid Protest Committee within three working days of receiving or failing to receive within the prescribed period, the response from the entity
- 37.6 If a procurement contract has already been signed, the complaint/protest may be submitted direct to the Bid Protest Committee within 7 working days of the date on which the complainant became ware or should have become aware of the circumstances leading to the complaint or protest. Simultaneously a copy of the complaint/ protest shall be sent to the Procuring entity.
- 37.7 The appeal or complaints submitted to the Bid Protest Committee shall be accompanied by a registration fee equivalent to 2% of the actual or estimated value of the procurement, subject however to a maximum of G\$ 2 million.
- 37.8 The Bid Protest Committee shall review the complaint or protest, in consultation with the procurement entity and may,
- a) reject the complaint/protest giving reasons for its decision. If the complaint is also declared frivolous the registration fee shall be forfeited.
 - b) instruct both parties i.e. the complainant and procuring

entity, on the rules and policies that apply to the issue raised and direct them to proceed accordingly

- c) prohibit the procurement entity from proceeding or deciding the issue unlawfully
- d) annul any unlawful decision of the procuring entity unless a contract has been signed
- e) order the procurement entity to pay compensation to the complainant for the costs incurred in the bid preparation and participation order the entity to terminate the procurement. Proceeding

37.9 During the period of consideration of a complaint/ protest the procurement proceedings shall be suspended from the time the complaint is received to the time a final decision is issued by the Procurement entity or the Bid Protest Committee. However, the procuring entity may decide not to suspend the procurement proceedings in the public interest but record its reasons for such a decision. The Bid Protest Committee also may decide to remove the suspension if in its opinion the public interest warrants such action

Section II. Bidding Data Sheet¹⁸

A. General	
ITB 1.1	<p>The Employer is Guyana Sugar Corporation Inc. represented by the Projects Department- Factory Operations</p> <p style="text-align: center;"><i>The Works involve Dismantle And Relocation Of OC Filter From Old Skeldon Factory To New Factory</i></p> <p style="text-align: center;"><i>The name of contract: Dismantle And Relocation Of OC Filter From Old Skeldon Factory To New Factory</i></p>
ITB 1.2	The Intended Completion Date is...September , 2010.
ITB 2.1	The Project is: Dismantle And Relocation Of OC Filter From Old Skeldon Factory To New Factory
ITB 4.3	The list of firms debarred from participating in Guyana is available at: ...NOT APPLICABLE.....
ITB 5.3¹⁹	The information required from bidders in ITB Sub-Clause 5.3 is modified as follows: Provide only (a), (b), (c), (d) and (e)
ITB 5.3 (j)	The ceiling for sub contractor's participation is: 75%
ITB 5.4	The qualification data required from bidders in ITB Sub-Clause 5.4 are modified as follows: [<i>“none”</i>].
ITB 5.5	The qualification criteria in ITB Sub-Clause 5.5 are modified as follows: [<i>“none”</i>].
ITB 5.5 (a)	<p>The multiple is: 75% of the tendered sum</p> <p>The period is: the last 3 years</p>
ITB 5.5 (b)	<p>The number is: five; i.e. five projects over the last three years</p> <p>The period is: 3 years</p>
ITB 5.6	Subcontractors' experience and resources shall be taken into account.

B. Bidding Documents	
ITB 10.1	The Employer's address for clarification is: Project Department, Factory Operations, LBI Estate Compound, East Coast Demerara.
C. Preparation of Bids	
ITB 13.1	Any additional materials required to be completed and submitted by the Bidders are NIS and GRA Compliances, Work Programme, Method Statement, List of Projects Completed, List of Equipment and Technical Personnel.
ITB 16.1	The Bid shall be valid for 90 days
ITB 17.1	<ul style="list-style-type: none"> • Bid shall include a Bid Security issued by a bank or a by a surety using the form for bid security (bank guarantee) included in Section X Security Forms.
ITB 17.2	The Bid Security amount is <i>[insert amount. It should be a fixed sum not exceeding 3 percent of the estimated value of the Works.]</i>
ITB 19.1	The number of copies of the Bid to be completed and returned shall be: One (1) Original and One Copy.
D. Submission of Bids	
ITB 20.2 (a)	The Employer's address for the purpose of Bid submission is the Security Office, Ogle Estate, East Coast Demerara. Tender Box#10
ITB 20.2 (b)	Name and Identification number of the contract as given in ITB 1.1 above in this sheet.
ITB 20.2 (c)	The warning should read "DO NOT OPEN BEFORE 14:00hrs on 22nd July, 2010.
ITB 21.1	The deadline for submission of bids shall be 14:00hrs on 22nd July, 2010.

E. Bid Opening and Evaluation	
ITB 24.1	The bid opening shall take place at: Guysuco's Head Office, Ogle Estate, East Coast Demerara. Date: 22nd July 2010 ; Time: 14:00hrs
F. Award of Contract	
ITB 35.1	The Standard Form of Performance Security acceptable to the Employer shall be a bond from a recognized financial Institution.
ITB 36.1	The Advance Payment shall be limited to 10% percent of the Contract Price.

Section III. Eligible Countries

Not Applicable

1. Contractor's Bid

The **Bidder** shall fill in and submit this Bid form with the Bid. If the Bidder objects to the Adjudicator proposed by the Employer in the Bidding Documents, it should so state in its Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data, in accordance with ITB Clause 37.

[_____]

Date

Identification No and Title of Contract: **Dismantle And Relocation Of OC Filter From Old Skeldon Factory To New Factory**

.

To: **Project Department, Factory Operations, LBI Estate Compound, East Coast Demerara.**

Having examined the Bidding Documents, including addenda [*insert list*], we offer to execute the **Dismantle And Relocation Of OC Filter From Old Skeldon Factory To New Factory**

in accordance with the GCC accompanying this Bid for the Contract Price of G\$_____ Guyana Dollars

 [*insert amount in words*] as per details given in the priced bill of quantities.

The advance payment required is: G\$ _____

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and, if required, Bid Security as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1;

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible under the Employer’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount in G\$	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state “none”)		

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Guyana.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We are registered/ not registered [*Strike out whichever is not applicable*] in Guyana (Firms who are registered should attach documents to confirm their compliance with IRD/NIS regulations).

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

2. Qualification Information

*[The information to be filled in by **bidders** in the following pages shall be used for purposes of post-qualification or for verification of prequalification as provided for in ITB Clause 5. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.]*

1. Individual Bidders

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Annual amounts of construction works performed during the last 5 years.
- 1.3 Number *[2 works of value G\$]* of works of a nature and amount similar to the Works performed as prime Contractor over the last 5 years. (The amounts should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date(s).)

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract (G\$ equivalent)
(a)			
(b)			

- 1.4 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

- 1.5 Financial reports for the last *[insert number; usually 5]* years: balance sheets, profit and loss statements, auditors' reports, etc.

[List below and attach copies.]

- 1.6 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
- 1.7 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.8 Information on current litigation(s) in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

- 1.9 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.

1.10 JVs are not acceptable.

2 Additional Requirements

- 2.1 Bidders should provide any additional information required in the BDS.

3. Letter of Acceptance

Identification No P2010/03 and Title of Contract:

**Dismantle And Relocation Of OC Filter From Old Skeldon Factory To New
Factory**

Date:

To:

**This is to notify you that your Bid dated, for execution of
the: Dismantle And Relocation Of OC Filter From Old Skeldon Factory To
New Factory
, for the Contract Price of
.....Guyana
Dollars as corrected and modified²⁰ in accordance with the Instructions to
Bidders is hereby accepted by our Agency.**

**You are hereby instructed to (a) proceed with the execution of the said
Works in accordance with the Contract Documents, (b) sign and return
the attached Contract Documents, and (c) forward Insurance for the
works, before the commencement of the works in accordance with clauses
11, 12 and 13 of the GCC. (d) Submission of a work programme in
accordance with clause 27.1 of the GCC and (e) forward the performance
security pursuant to ITB Sub-Clause 35.1, i.e., within 21 days after receipt
of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1**

Authorized Signature:

Name and Title of Signatory: Godfrey Thomas – Group Civil Engineer

Name of Agency: Guyana Sugar Corporation Inc.

Attachment: Agreement

4. Agreement

This Agreement, made the ... th day of, between the Guyana Sugar Corporation Inc. a company duly incorporated in Guyana under the Companies Act 89:01 and continued under Act 29/91 and whose registered office is at Ogle, Ogle Estate, East Coast Demerara (hereinafter called “the Employer” which term shall include its representatives and assigns) of the one part and, (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor executes the Dismantle and Relocation of OC Filter from Old Skeldon Factory to New Factory as detailed in bidding document No. P2010/03, which should be read in conjunction with and be construed as part of this agreement (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the sum ofGuyana dollars (G\$.....) Guyana Dollars.

Now this Agreement witnesseth as follows:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.**
- 2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.**
- 3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 whereof the parties have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the said:

Binding Signature of Employer

Group Civil Engineer

General Manager – Technical Services

Company Secretary

Chief Executive Officer

Binding Signature of Contractor _____

Section V. General Conditions of Contract

The General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of General Conditions of Contract that follows has been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The form can be used directly for small (below G\$ 40 million) ad-measurement contracts and, with the modifications noted in the footnotes, it can be adapted for lump sum contracts.

The use of standard General Conditions of Contract for building and civil works in a country shall promote comprehensiveness of coverage, general acceptability of its provisions, savings in cost and time in Bid preparation and review, and the development of a solid background of legal case histories.

Table of Clauses

A. General.....	36
1. Definitions.....	36
2. Interpretation.....	38
3. Language and Law	39
4. Project Manager’s Decisions	39
5. Delegation	39
6. Communications	39
7. Subcontracting	39
8. Other Contractors.....	39
9. Personnel.....	39
10. Employer’s and Contractor’s Risks	39
11. Employer’s Risks	40
12. Contractor’s Risks.....	40
13. Insurance	40
14. Site Investigation Reports	41
15. Queries about the Special Conditions of Contract.....	41
16. Contractor to Construct the Works	41
17. The Works to Be Completed by the Intended Completion Date	41
18. Approval by the Project Manager	41
19. Safety	42
20. Discoveries.....	42
21. Possession of the Site.....	42
22. Access to the Site	42
23. Instructions, Inspections and Audits	42
24. Disputes.....	43
25. Procedure for Disputes.....	43
26. Replacement of adjudicator- Not Used.....	43
B. Time Control.....	43
27. Program.....	43
28. Extension of the Intended Completion Date.....	43
29. Acceleration	44
30. Delays Ordered by the Project Manager	44
31. Management Meetings.....	44
32. Early Warning	44
C. Quality Control	45
33. Identifying Defects.....	45
34. Tests	45
35. Correction of Defects	45
36. Uncorrected Defects.....	45
D. Cost Control.....	45

37.	Bill of Quantities	45
38.	Changes in the Quantities	46
39.	Variations	46
40.	Payments for Variations	46
41.	Cash Flow Forecasts	47
42.	Payment Certificates	47
43.	Payments	47
44.	Compensation Events.....	48
45.	Tax	49
46.	Currencies	49
47.	Price adjustment-Not Used	49
48.	Retention	49
49.	Liquidated Damages	50
50.	Bonus- Not Used.....	50
51.	Advance Payment- Not Used.....	50
52.	Securities.....	51
53.	Day works- Not Used.....	51
54.	Cost of Repairs.....	51
E. Finishing the Contract		51
55.	Completion.....	51
56.	Taking Over	51
57.	Final Account.....	51
58.	Operating and Maintenance Manuals	52
59.	Termination.....	52
60.	Payment upon Termination.....	53
61.	Property.....	53
62.	Release from Performance	53

General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (b) **Compensation Events** are those defined in GCC Clause 44 hereunder.
- (c) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.
- (d) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Clause 2.3 below.
- (e) The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- (f) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (g) The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- (h) **Days** are calendar days; months are calendar months.
- (i) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (j) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (k) The **Defects Liability Period** is the period **named in the SCC** Sub-Clause 35.1 and calculated from the Completion Date.
- (l) **Drawings** include calculations and other information provided or approved by the Project Manager for the

execution of the Contract.

- (m) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the SCC.**
- (n) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (o) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (p) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC.** The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (q) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (r) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (s) The **Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (t) **SCC** means Special Conditions of Contract
- (u) The **Site** is the area **defined as such in the SCC.**
- (v) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (w) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (x) The **Start Date** is **given in the SCC.** It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (y) A **Subcontractor** is a person or corporate body who has a

Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

- (z) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (aa) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (bb) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC.**

2. Interpretation

- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Special Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,²¹ and
 - (i) any other document **listed in the SCC** as forming part of the Contract.

- 3. Language and Law** 3.1 The language of the Contract is English and the law governing the Contract is the law of the Cooperative Republic of Guyana.
- 4. Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation** 5.1 The Project Manager may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel** 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as **referred to in the SCC**, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 10. Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;

- (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Investigation Reports** 14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports **referred to in the SCC**, supplemented by any information available to the Bidder.
- 15. Queries about the Special Conditions of Contract** 15.1 The Project Manager shall clarify queries on the **SCC**.
- 16. Contractor to Construct the Works** 16.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 17. The Works to Be Completed by the Intended Completion Date** 17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 18. Approval by** 18.1 The Contractor shall submit Specifications and Drawings

- the Project Manager** showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for design of Temporary Works.
- 18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 19. Safety** 19.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 20. Discoveries** 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 21. Possession of the Site** 21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 22. Access to the Site** 22.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 23. Instructions, Inspections and Audits** 23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required. The Contractor shall maintain all documents and records related to the Contract for five (5) years after completion of the work. The Contractor shall deliver any document necessary for the investigation of allegations of fraud or corruption and require to employees or agents with knowledge

of the Contract to respond to questions from the Employer.

- 24. Disputes** 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to Arbitration.
- 25. Procedure for Disputes** 25.1 The Arbitration shall be conducted by the Chancellor of the Judiciary of Guyana in accordance with the laws of the Cooperative Republic of Guyana.
- 26. Replacement of Adjudicator** Not Used

B. Time Control

- 27. Program**
- 27.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 27.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 28. Extension of the Intended Completion Date** 28.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor

to incur additional cost.

28.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29. Acceleration

29.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

29.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**30. Delays
Ordered by the
Project
Manager**

30.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**31. Management
Meetings**

31.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

32.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be

provided by the Contractor as soon as reasonably possible.

- 32.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 33. Identifying Defects** 33.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 34. Tests** 34.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 35. Correction of Defects** 35.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 36. Uncorrected Defects** 36.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 37. Bill of Quantities**²² 37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the
-

Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities²³

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

38.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

38.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1 All Variations shall be included in updated Programs²⁴ produced by the Contractor.

40. Payments for Variations

40.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.²⁵

40.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the

Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

40.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

**41. Cash Flow
Forecasts**

41.1 When the Program²⁶ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**42. Payment
Certificates**

42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

42.3 The value of work executed shall be determined by the Project Manager.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.²⁷

42.5 The value of work executed shall include the valuation of Variations and Compensation Events.

42.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which

the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

- 43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

- 44.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or

additional work required for safety or other reasons.

- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

45. Tax

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales, income and other taxes and duties that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

46. Currencies

46.1 All payments will be made in Guyana Dollars only.

47. Price Adjustment

Not used

48. Retention

48.1 The Employer shall retain from each payment due to the

Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.

48.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

48.3 On completion of the whole Works, the Contractor may substitute balance retention money with an “on demand” Bank guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 43.1.

50. Bonus

Not used

51. Advance Payment

51.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

51.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project

Manager.

51.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

52. Securities

52.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

53. Day works

Not Used

54. Cost of Repairs

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

55. Completion

55.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

56. Taking Over

56.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

57. Final Account

57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56

days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

58. Operating and Maintenance Manuals

58.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC**, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

59. Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required; and
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of

liquidated damages can be paid, as **defined in the SCC**.

- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

59.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

60. Payment upon Termination

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less any advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

61. Property

61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

62. Release from Performance

62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and

for any work carried out afterwards to which a commitment was made.

Section VI. Special Conditions of Contract

A. General	
GCC 1.1 (m)	The Defects Liability Period is 365 Days after the <i>Completion Date</i>
GCC 1.1 (o)	The Employer is the Guyana Sugar Corporation Inc.
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works shall be September, 2010.
GCC 1.1 (u)	The Project Manager is <i>[insert name, address, and name of authorized representative]</i> .
GCC 1.1 (w)	The Dismantle And Relocation Of OC Filter From Old Skeldon Factory To New Factory
GCC 1.1 (z)	The Start Date shall be August, 2010.
GCC 1.1 (dd)	The Works consist of Dismantle And Relocation Of OC Filter From Old Skeldon Factory To New Factory. D. Construction of temporary access and cleaning site.
GCC 2.2	Sectional Completions are: NA
GCC 2.3(i)	The following documents also form part of the Contract: All instructions (oral and written) subsequent to the signing of the Contract.
GCC 8.1	Schedule of other contractors: none
GCC 9.1	Key Personnel: <i>[insert Schedule of Key Personnel]</i>
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for the Works, Plant and Materials: the Contract Sum

	<p>(b) For loss or damage to Equipment: G\$ 1,000,000</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: G\$ 5,000,000.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: G\$ 5,000,000</p> <p>(ii) of other people: G\$ 3,000,000.</p>
GCC 14.1	Site Investigation Reports are: None
GCC 21.1	The Site Possession Date(s) shall be: August, 2010
B. Time Control	
GCC 27.1	The Contractor shall submit for approval a Program for the Works within fourteen (14) days from the date of the Letter of Acceptance.
GCC 27.3	The period between Program updates is twenty eight (28) days. The amount to be withheld for late submission of an updated Program is G\$50,000.
C. Quality Control	
GCC 35.1	The Defects Liability Period is: 365 days. <i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases] .</i>
D. Cost Control	
GCC 48.1	The proportion of payments retained is: 10% subject to a maximum of 5% of contract price.
GCC 49.1	The liquidated damages for the whole of the Works are G\$ 90,000 per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 51.1	The Advance Payments shall be: 10% of the contract sum and shall be paid to the Contractor after the issuance of the commencement order and provision of an Advance bond equal to 10% of the contract sum.
GCC 51.3	Repayment of advance payment for mobilization and equipment: The advance shall be repaid with percentage deductions from the interim

	payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price and shall be made at the rate of 33.3% of the amounts of all Interim Payment Certificates until such time as the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion.
GCC 52.1	The Performance Security amount is 10% of contract price plus additional security for unbalanced bids (a) Bank Guarantee for G\$: _____ <i>[insert amount(s)]</i> . <i>[A Bank Guarantee shall be unconditional (on demand) (see Section X. Security Forms).</i>
E. Finishing the Contract	
GCC 58.1	The date by which operating and maintenance manuals are required __NA The date by which “as built” drawings are required is- Not Applicable.
GCC 58.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is Not Applicable.
GCC 59.2 (g)	The maximum number of days is: _____
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%.

Section VII. Specifications & Performance Requirements

Section VIII. Drawings

List of Drawings:

Drawing No.

Drawing Title

Section IX. Bill of Quantities

BASIC PRICE LIST

BASIC PRICE LIST FOR MATERIALS

Materials	Unit	Rate
25mm aggregate	ton	
20mm aggregate	ton	
12mm aggregate	ton	
Sand for concreting	ton	
Sand for plastering	ton	
Ordinary Portland Cement	sack	
Concrete Grade		
(a) 4000 psi	cu.yd	
(b) 3000 psi	cu.yd	
Formboard		
2"x 3" Formboard	bm	
1"x 8" Formboard	bm	
1"x 10" Formboard	bm	
Plywood		
19mm plywood	sheet	
16mm plywood	sheet	
12mm plywood	sheet	
6mm plywood	sheet	
Concrete Block		
200mm concrete blocks	each	
150mm concrete blocks	each	
100mm concrete blocks	each	
Mild Steel Bars		
32 mm dia bar	length	
25mm dia bar	length	
19mm dia bar	length	
16mm dia bar	length	
12mm dia bar	length	
10mm dia bar	length	
6mm dia bar	length	
BRC Fabric # 65	roll	
500g Dampproof membrane	yd	

BASIC PRICE LIST FOR MATERIALS

Materials	Unit	Rate
Plumbing		
150mm PVC pressure Pipes	length	
150mm non pressure pipe		
100mm PVC pressure pipe	length	
100mm PVC non pressure pipe		
62mm PVC pressure pipe	length	
62mm PVC non pressure pipe		
20mm PVC pressure diameter pipe	length	
20mm PVC non pressure diameter pipe		
12mm PVC pressure pipe		
12mm PVC pressure pipe	length	
1/2" pipe clamp	each	
3/4" pipe clamp	each	
600mm HDPE tube	each	
450mm HDPE tube	each	
Fittings		
100mm PVC Bends	each	
100mm PVC Tee	each	
100mm Cleaning Eye and Adaptor	each	
100mm-62mm Rreducer	each	
62mm knee	each	
62mm Tee	each	
62mm Female Adaptor	each	
62mm Coupling	each	
62mm pipe clamp	each	
62mm Sink Waste	each	
37mm sink waste	each	
37mm Bath Waste	each	
62mm Bath Waste	each	
	each	
20mm Female Adaptor	each	
20mm Male Adaptor	each	
20mm Knee	each	
20mm Tee	each	
20mm Ball Valve	each	
20mm Stop Cock	each	
20mm Coupling	each	
	each	
12mm Female Adaptor	each	
12mm Male Adaptor	each	
12mm Knee	each	
12mm Tee	each	
12mm Ball Valve	each	
12mm Stop Cock	each	
12mm Coupling	each	

BASIC PRICE LIST FOR MATERIALS

Materials	UNIT	Rate
Water Closet Set-Close couple	each	
Lavatory Basin-pedestal	each	
1pt PVC Cement	each	
Thread seal	each	
PVC Gutters		
6" Ogee Gutters	length	
6" Connectors	each	
6" downspout	each	
6" Corners	each	
6" brackets	each	
6" endcap	each	
3" Square to round adaptor	each	
3" Non pressure pipe	each	
3" bend	each	
3" Tee	each	
Windows		
Awning Size 2'-6"x 5'-0"	each	
Awning Size 1'-6"x 1'-0"	each	
Doors		
Raised panel door - Size 3'-0"x 6'-6"	each	
Raised panel door - Size 2'-8"x 6'-6"	each	
Flush panel door 2'-8"x 6'-6"	each	
4" Stainless Steel Butts	pair	
Yale Night latch	each	
Yale Mortice locks	each	
1"x 8 Woodscrews	gross	
3/4"x 7 Wood screws	gross	
Roofing Sheets		
26g Galvalume Roofing Sheets	lin.ft	
26g Plain Galvalume Sheet-3'-0"	lin.ft	
Nails		
1" head nails	kg	
1 1/2" head nails	kg	
2" head nails	kg	
2 1/2" head nails	kg	
3" head nails	kg	
1 1/2" Sheet nails	kg	
2" Sheet Nails	kg	
10 kg bag Thin Set	each	
10 kg bag tile grout		

BASIC PRICE LIST FOR MATERIALS

Timber	Unit	Rate
2"x4" Dressed greenheart		
2"x6" Dressed greenheart	bm	
2"x 8" Dressed greenheart	bm	
2"x4" Rough Silverballi	bm	
2"x12" Rough Greenheart	bm	
4"x4" Dressed greenheart	bm	
1"x12" Dressed greenheart SE	bm	
1"x12" Rough greenheart SE	bm	
1"x 8" Dressed greehheart SE	bm	
1"x 4" Dressed greenheart SE	bm	
1"x2" dressed greenheart SE	bm	
1"X3" Silverballi -SE	bm	
1"x4" T&G Greenheart boards	bm	
1"x4" T&G Kabakalli boards	bm	
1"x6" T&G Greenheart boards	bm	
1"x6" T&G Kabakalli boards	bm	
1"x 6" greenheart lapedge	bm	
1"x 6" Kabakalli lapedge	bm	
400mm-450mm Butt & 300-350mm Tip	bm	
Diameter piles 20m long	lin.ft	
400mm-450mm Butt & 300-350mm Tip		
Diameter piles 15m long	lin.ft	
Bolts & Nuts		
12mm dia. Bolts & Nuts 150mm long	each	
16mm dia. Bolts & Nuts 300mm long	each	
20mm dia. Bolts & Nuts 450mm long	each	
25mm dia. Bolts & Nuts 600mm long	each	
32mm dia. Bolts & Nuts 450mm long	each	
12mm dia. Bolts & Nuts 300mm long	each	
Paints		
White Emulsion Paint	gal	
White Oil Paint	gal	
Coloured Emulsion Paint	gal	
Coloured Oil Paint	gal	
Polyeurthane	gal	
UPC	gal	
Putty	gal	
Thinners	kg	
Putty Oil	gal	
Sand paper	gal	

EQUIPMENT	HourlyRate
350 Excavator	
22RB Dragline	
Bulldozer D(6)	
Bulldozer D(4)	
Tipper Truck	
Poker Vibrator and drive	
2"	
1 1/2"	
Arc Welding Plant and cable	
Oxy-acetylene Set with Cutting torch	
4" Water Pump and hoses	
3" Water Pump and hoses	
21-14 Concrete Mixer	
Plate Compactor	
Mobile Generator	

LABOUR	Hourly Rate
Foreman	
Unskilled labour	
Carpenter	
Rigger	
Mason	
Welder/ fabricator	
Steel Bender/ fixer	
Truck Driver	
Dragline Operator	
Chain Saw Operator	
Excavator Operator	
Painter	

Section X. Security Forms

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section X. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Bidder shall be required to provide these two securities.

Form of Bid Security (Bank Guarantee)

[insert bank's name, and address of issuing branch or office]

Beneficiary: Guyana Sugar Corporation _____

[insert name and address of Employer]

Date: _____

[insert date]

BID GUARANTEE No.: _____

[insert number]

We have been informed that _____

*[insert name of the Bidder; (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of: **Dismantle and Relocation of OC Filter from Old Skeldon Factory to New Factory***

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

At the request of the Bidder, we _____ *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of G\$ _____, (_____) _____ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt

of a copy of your notification to the Bidder that the Bidder was unsuccessful, or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s) of authorized representative(s)]

Performance Bank Guarantee
(Unconditional)

*[The **bank/successful Bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]*

[insert bank's name, and address of issuing branch or office]

Beneficiary: The Guyana Sugar Corporation Inc.

Date: _____
[insert date]

PERFORMANCE GUARANTEE No.: _____
[insert Performance Guarantee number]

We have been informed that _____
(hereinafter called "the Contractor") has entered into Contract No. _____
dated with you, for the execution of **Dismantle and Relocation of OC Filter from Old
Skeldon Factory to New Factory**
(hereinafter called "the Contract").

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

At the request of the Contractor, we _____ *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of G\$ _____, (_____ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire at the end of the Defects Liability Period, calculated based on a copy of such Certificate which shall be provided to us. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s) of an authorized representative(s) of the Bank]

Bank Guarantee for Advance Payment

*The **bank/ successful bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract*

[insert Bank's name, and address of issuing branch or office]

Beneficiary: Guyana Sugar Corporation Inc.

Date: _____
[insert date]

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____
[insert name of Contractor]
 (hereinafter called "the Contractor") has entered into Contract with you, for the execution of

[insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we _____
 hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of G\$ _____, (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number

[insert account number] at [insert name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80)

percent of the Contract Price has been certified for payment. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[insert signature(s)) of authorized representative(s) of bank]