



**GUYANA SUGAR CORPORATION INCORPORATED  
(GUYSUCO)**

**REQUEST FOR PROPOSAL**

**RFP FD 124-2010**

**CAPITAL EQUIPMENT 2010 PART 1.**

**150-180HP 4WD AGRICULTURE TRACTOR  
100HP 4WD AGRICULTURE TRACTOR  
45-55HP 2WD AGRICULTURE TRACTOR  
20/28 OFFSET TRAILING HARROW  
16/32 OFFSET TRAILING HARROW  
5 DISC PLOUGH  
4 DISC PLOUGH**

**Release Date: 5<sup>th</sup> March, 2010**

**Closing Date: 8<sup>th</sup> April, 2010.**

**Closing Time: 14.00 hours**

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## SECTION 1. INTRODUCTION

## 1.1 BACKGROUND

Guyana Sugar Corporation, also known as GuySuCo is located in Guyana which lies on the Atlantic Coast of South America between Brazil and Venezuela. The main business of GuySuCo is the cultivation of sugar cane and the production and distribution of sugar and its by-product molasses, the elements of co-generation, refined and value added products. With sugar accounting for approximately 20% of the Gross Domestic Product and 40% of agricultural production, GuySuCo places much importance in its mission to establish world-class standards in agricultural practices, sugar factory efficiencies, environmental protection and the productive use of human resources in order to sustain profitability in any foreseeable marketing environment and ensure that the sugar industry can continue to make a full contribution to the economic, technological and social advancement of Guyana.

For 25 years this commitment has stood the test of time and our team has collaborated to produce one of the world's finest raw sugars. Our golden brown Demerara sugar is enjoyed around the world and our export markets span the European Union, the United States of America, and the Caricom countries.



## 1.2 PURPOSE:

Guysuco recognizes that the cost of purchased goods and services comprises a large share of its expense base. Consequently, we have initiated an aggressive program that focus specifically on, and is seeking reduction in the costs of externally purchased items. Our objective is to identify opportunities to significantly reduce the costs of purchased goods and services and to improve our Vendor selection and supplier management process.

**Guysuco is seeking proposal from suitable and qualified companies to supply Agriculture Equipment as per specifications given in this RFP document. There is a Bid Security requirement and the successful bidder is expected to enter a contract for the supply of the equipment tendered adhering to strict delivery deadlines . A performance bond will be required for any contract entered into. Guysuco expects value for money on any equipment purchased computed over its life cycle and disposal value.**

### **1.3 STATEMENT OF CONFIDENTIALITY**

- a) All documents and information, submitted to Guysuco will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy (FOIP). FOIP allows persons a right of access to records in the custody or control of Guysuco. It also prohibits Guysuco from disclosing the personal or business information where disclosure would be harmful to a Bidder's business interest or would be an unreasonable invasion of personal privacy.
- b) Bidders are encouraged to identify portions of their submissions that are confidential and the harm that could reasonably be expected from its disclosure. However, Guysuco cannot assure Bidder that any portion of their documents can be kept confidential under FOIP.

Guysuco will not disclose, to the extent permitted by law, the evaluation and rating of all submissions to this RFP. However, Bidders may request general feedback on the evaluation of their own submissions.

2.A.1.1 Please ensure that you have received all of the bidding documents listed in **Section 2.A.2.2** "The Bidding Documents" as GuySuCo will not enter into any discussion on bids judged non-responsive on the basis of missing documentation. It is the responsibility of the Bidder to ensure that all required documents are completed and submitted.

2.A.1.2 All correspondence concerning this RFP, whether in writing, by fax or by E-mail shall be addressed to:

The Manager,  
Materials Management Department,  
GuySuCo, Ogle Estate, Ogle, East Coast Demerara,  
Guyana, South America.

Telephone Numbers: Ogle 222-2910,222-2911,  
Fax Number: 592-222-3322  
E-mail: [mmd@guysuco.com](mailto:mmd@guysuco.com)

2.A.1.3 Please ensure that, notwithstanding the requirement of section 2.A.1.2 (above), the **RFP Documents themselves** are addressed as described in section 2.A.2.13.

#### 2.A.2.1 **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Guyana Sugar Corporation Inc. (GuySuCo), hereinafter referred to as "The Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 2.A.2.2 **The Bidding Documents**

The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the invitation to RFP, the Bidding Documents include:

- |     |                                 |                            |
|-----|---------------------------------|----------------------------|
| (a) | Instructions to Bidders;        | Section 2 of this document |
| (b) | General Conditions of Contract; | Section 3 of this document |
| (c) | RFP Specifications;             | Section 4 of this document |
| (d) | Bid Form & Price Schedules      | Section 5 of this document |
| (e) | Bid Security Form;              | Section 6 of this document |

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

### **2.A.2.3 Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, by fax or by E-mail at the Purchaser's mailing address indicated in Section 2.A.1.2. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than fourteen (14) days prior to the deadline for the submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bidding Documents.

### **2.A.2.4 Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.

The amendment will be notified in writing or by fax to all prospective Bidders who have received the Bidding Documents and will be binding on them.

In order to afford prospective Bidders reasonable time in which to take the amendment(s) into account in preparing their bids, the Purchaser may at its discretion, extend the deadline for the submission of bids.

### **2.A.2.5 Language of Bid**

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the English language.

### **2.A.2.6 Documents Comprising the Bid**

The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and a Price Schedule (Section 5).
- (b) Documentary evidence that the goods to be supplied by the Bidder are eligible goods and conform to the Bidding Documents.
- (c) Bid Security Form furnished in accordance with Section 6 of this document.

Pre-Qualification Compliances; Local Bidders must supply Valid Compliance from the Commissioner General of the GRA with respect to Taxes and VAT (for the Corporate Body) and Valid Compliance from the General Manager National Insurance Scheme with respect to persons required to be insured under the scheme. Overseas Suppliers must submit Audited Financial Statement for the immediate past Financial Year for registered suppliers to the Purchaser or for the immediate past three years for first time bidders.

The Bidder shall complete the Bid Form, the appropriate Price Schedule and the Bid Security Form furnished in the Bidding Documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin and quality.

#### 2.A.2.7 **Bid Prices**

The Bidder shall indicate on the appropriate Price Schedule attached to this document, the unit prices and total Bid Prices of the goods it proposes to supply.

Prices indicated on the Price Schedule for each type of *Equipment* shall be entered separately.

The Bidder must provide a summary page to the front of his presentation showing the unit and total price of each equipment offered and the total price of the bid entered.

#### 2.A.2.8 **Bid Currencies**

Prices shall be quoted in Guyana Dollars for Local suppliers and US Dollars, Pounds or Euro for foreign Suppliers. If Local suppliers quoted in foreign currency they will be paid in Guyana dollars at the selling rate of Scotia Bank at the time of RFP opening of bid.

#### 2.A.2.9 **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding documents of all goods which the Bidder proposes to supply.

#### 2.A.2.10 **Bid Security**

The Bidder shall furnish, as part of its bid, Bid Security in the amount of **one percent (1) of the total bid price**

The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the Security's forfeiture.

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 Form; or
- (b) In the case of a successful Bidder, if the Bidder fails:
  - (i) To sign the Contract in accordance with paragraph 2.A.2.27.
  - (ii) To furnish performance security in accordance with paragraph 3.6.

The Bid Security shall be denominated in the Currency of the bid and shall be in one of the following forms:

- (a) A bank guarantee or irrevocable Letter of Credit issued by a bank acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
- (b) A Bank Draft

Any bid not secured in accordance with this paragraph 2.A.2.10 may be rejected by the Purchaser as non-responsive.

Unsuccessful Bidders' bid securities will be discharged/returned as promptly as possible and not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.

The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, **and** furnishing the performance security pursuant to paragraph 3.6.

#### **2.A.2.11 Period of Validity of Bids**

All bids submitted shall be and are irrevocable and shall remain so for a period of 90 days following the RFP closing date and time. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

The Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

#### **2.A.2.12 Format and Signing of Bid**

The original and all copies of the bid shall be signed by the Bidder or a person or persons duly authorized by the Bidder. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

The bid shall contain no interlineations, erasures or overwriting except 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.

#### **2.A.2.13 Sealing and Marking of Bids**

The Bidders shall seal the original and each copy of the bid in an inner and outer envelope, duly marking the envelopes as "original" and "copy".

The inner and outer envelopes shall:

- (a) c/o COMPANY SECRETARY,  
GUYANA SUGAR CORPORATION INC.  
Ogle Estate, East Coast Demerara, Guyana, South America.
- (b) Bear the name "**RFP FD 124-2010 FOR CAPEX 2010 Part 1**  
and the words "**DO NOT OPEN BEFORE 8th April , 2010**"

The envelopes must be deposited in **THE HEAD OFFICE RFP BOX #4, at the Security Office, Ogle Estate**

The inner envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

If the outer envelope is not sealed and marked as required by this paragraph 2.A.2.13 the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

#### **2.A.2.14 Deadline for Submission of Bids**

Bids must be received by the Purchaser at the address specified in paragraph 2.A.2.13 no later than **14:00 hours** local time of **THURSDAY 8<sup>th</sup> April, 2010.**

The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with paragraph 2.A.2.11 in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **2.A.2.15 Late Bids**

Any bid received by the Purchaser after the deadline for submission will be rejected and returned unopened to the Bidder.

#### **2.A.2.16 Modification and Withdrawal of Bids**

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 2.A.2.13. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

#### **2.A.2.17 Opening of Bids by Purchaser**

The Purchaser will open bids in the presence of those Bidder's representatives who may choose to attend, at soonest to **14:00 hours on THURSDAY 8<sup>th</sup> April, 2010** in the office of the Company Secretary or an alternative officer designated by the Company Secretary. The Bidders' representatives who are present shall sign a register evidencing their attendance.

The Bidders' names and bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.

The Purchaser will prepare minutes of the bid opening and these minutes shall be considered definitive.

#### **2.A.2.18 Clarification of Bids**

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

#### **2.A.2.19 Preliminary Examination**

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors its bids will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding Documents. For these purposes a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

The Purchaser may waive a minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidding.

#### **2.A.2.20 Conversion to Single Currency**

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in the various currencies in which bid price is payable, to the local currency of the Purchaser's country at the selling exchange rate published by Scotia Bank at close of business on the day bids are opened. The Purchaser reserves the right to convert bid prices, at their ruling, at the selling exchange rates prevailing on the date on which the Purchaser's RFP Committee meets to consider the award of the Contract.

#### **2.A.2.21 Evaluation and Comparison of Bids**

The purchaser will evaluate and compare only those bids determined to be responsive. A responsive bid should comply with the following:-

- (a) Submission of Bid Security
- (b) Furnish all information required by the bidding document (Section 2.A.2.2)
- (c) Technical Specifications as detailed in Section 4.
- (d) Provide acceptable documentation or sample to prove that products meet or exceed appropriate specifications.
- (e) Submission of a bid valid for 90 days after the date of bid opening as prescribed by the purchaser.

In evaluating those responsive bids, extra consideration may be given to bidders who will extend credit facilities to the purchaser.

#### **2.A.2.22 Postqualification**

In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder selected is qualified to satisfactorily perform the Contract.

The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of any documentary evidence of the Bidder's

qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event, the Purchaser will proceed to the next most satisfactory bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

#### **2.A.2.23 Award Criteria**

The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the most acceptable evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, using the criteria as detailed in section 2B.1.1.G.III

Guysuco in its sole and absolute discretion may split and award the tender to more than one Bidder providing that it is in the best interest to the corporation; and shall also include increase or decrease of the purchase amount subject to clause 2A 2:24.

#### **2.A.2.24 Purchaser's Right to Vary Quantities at Time of Award**

The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of goods and services specified in the Schedule of Requirements without any change in the unit price or other terms and conditions.

#### **2.A.2.25 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to 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 Purchaser's action.

#### **2.A.2.26 Notification of Award**

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered letter) that its bid has been accepted.

The notification of award in writing will constitute the foundation of the Contract.

Upon the successful Bidder's furnishing of performance security pursuant to Paragraph 2.28 the purchaser will promptly notify each unsuccessful Bidder and will discharge their bid security.

#### **2.A.2.27 Signing of Contract**

At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder a Contract Form incorporating all agreements between the parties.

Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

#### **2.A.2.28 Performance Security**

Within fourteen (14) days of the receipt of notification of award from the Purchaser the successful Bidder shall furnish performance security in the sum of five percent (5%) of total bid value on the Performance Security Form provided by the Purchaser.

In addition to the documentation required to be submitted in clause 2A.2:6 for first time suppliers, Guysuco may seek additional proof /performance security establishing the supplier's ability to deliver on the contract.

Failure of the successful Bidder to comply with the requirements of paragraph 2.27 and/or 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next most satisfactory evaluated bidder or call for new bids.

## 2..B.1.1 RIGHTS OF GUYSUCO, PROPONENT'S EXPENSES & LIMITATION OF DAMAGES

- (a) This RFP does not constitute an offer to enter into an Agreement or any other agreement with any party, including any Proponent, nor does it represent a contract or agreement between any party, including any Proponent, and Guysuco. This RFP does not constitute an offer to buy, lease or hire goods, property or services.
- (b) Guysuco is not bound to award the RFP to any party, including any Proponent, and is not bound to evaluate or accept any RFP, and without restricting the generality of the foregoing, reserves the right, in its sole and absolute discretion, to:
  - (i) not consider any or all RFP;
  - (ii) clarify or amend the terms or contents of this RFP at any time;
  - (iii) waive any obscurity, deficiency, defect, omission, non-compliance or other failure to comply with the terms and conditions of this RFP found in any responses that, in the sole and absolute discretion of Guysuco, is deemed not to be material, and proceed to evaluate that RFP, as submitted;
  - (iv) request that any Proponent clarify or rectify any obscurity, deficiency, defect, omission, non-compliance or other failure to comply that, in the sole and absolute discretion of Guysuco, is deemed not to be material, prior to Guysuco proceeding to further consider such a RFP;
  - (v) determine the following, without regard to any industry custom or practice in the exercise of its discretion:
    - (A) materiality of any obscurity, deficiency, defect, omission, non-compliance or other failure to comply with the terms and conditions of the RFP;
    - (B) whether or not to:
      - (I) disqualify any RFP;
      - (II) waive any obscurity, deficiency, defect, omission, non-compliance or other failure to comply ;
      - (III) require or invite clarification and/or rectification;
    - (C) the adequacy and acceptability of any clarification or rectification submitted by a Proponent;
  - (vi) amend, postpone or cancel any part or phase of this RFP process at any time and for any reasons, including extending the time and date of the RFP Closing Time;

- (vii) cancel this RFP process in its entirety at any time and for any reasons, and in its sole and absolute discretion and if and as it sees fit re-issue a RFP or request for qualifications, quotations, RFPs, bids or expressions of interest in relation to the same or a similar request at any time and from time to time;
  - (viii) accept any RFP, with or without further discussions or negotiations in the sole and absolute discretion of Guysuco;
  - (ix) accept any RFP that, in Guysuco,s sole and absolute discretion, offers the best overall value to Guysuco, and in particular reserves the right to accept a RFP other than:
    - (A) the RFP with the lowest financial cost to Guysuco; or
    - (B) the RFP with the highest rating at the conclusion of evaluation by Guysuco;
  - (x) conduct post-closing negotiations with Proponents as more fully described in Section H step 3 and as it deems appropriate or necessary in its sole and absolute discretion, without under any circumstances disclosing information contained in any RFP to any other Proponent;
  - (xi) amend, postpone or cancel the RFP; and
  - (xii) reject any or all RFPs.
- (c) Proponents are solely responsible for their own costs and expenses associated with the preparation and submission of a RFP, including responding to requests for clarifications and further information, and for any presentations to or subsequent processes or negotiation with Guysuco, regardless of the conduct or the outcome of the RFP process. Further, no Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFP process, and by submitting a RFP, a Proponent is deemed to irrevocably and unconditionally agree that it has no claim. Without restricting the generality of the foregoing, by submitting a RFP, each Proponent irrevocably and unconditionally agrees that in the event any or all RFPs are Disqualified for any reason, or the request or this RFP Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or of this RFP), neither Guysuco, nor any of its employees, advisors or representatives will be liable, under any circumstances, for any claim or to reimburse or compensate any Proponent in any manner whatsoever, including but not limited to any claim for costs of preparation of a RFP, loss of anticipated profits, loss of opportunity or for any other matters.

#### 2.B.1.1 INDEPENDENT INVESTIGATION & INFORMATION SUPPLIED BY GUYSUCO

- (d) Any information, statements, representations, data, specifications or conclusions, whether set out in this RFP or otherwise made available by Guysuco through this RFP process, including any verbal or written information disclosed or made available in or through any pre-submission briefing, Addenda, or other information subsequently incorporated into this RFP (the “RFP Information”), is not stated, guaranteed, represented or warranted to be accurate, complete, relevant, comprehensive, exhaustive or reliable by Guysuco, in whole or in part, and shall not be considered or treated as such by a Proponent, or any other Person whatsoever.

#### 2.B.1.1 NON-COLLUSION

- (e) No Proponent, nor any of its team members, should discuss or communicate, directly or indirectly, with any team member or representative of any other Proponent about any matter relating to the preparation of its RFP. Each Proponent should ensure that its participation and that of its team members and senior representatives in this RFP phase of the selection process is conducted without collusion. It is the responsibility of each Proponent to ensure these requirements are met.

#### 2.B.1.1 \_RFP EVALUATION SEQUENCE

- (f) Step 1: RFP Delivery
  - (i) Each RFP must be received at the Closing Location before the RFP Closing Time.
- (g) Step 2: RFP Evaluation
  - (i) RFP packages will be opened following the RFP Closing Time.
  - (ii) The opening will be public.
  - (iii) Each RFP will be evaluated on the basis of a broad range of criteria the objective of which is to determine the overall best value to Guysuco, with such value to be determined in the sole discretion of Guysuco. Criteria may include, but not be limited to:
    - (A) Location of the Proponent;
    - (B) Responsiveness of the RFP to the request;
    - (C) Overall presentation quality of the RFP, including legibility and completeness;
    - (D) Financial capabilities of the Proponent

- (E) Qualifications and experience of the Proponent, including experience and qualifications in relation to the supply of similar type product.
  - (F) Quality of the Technical Submissions, including overall demonstrated technical competency and capability; and
  - (G) Health, safety and environmental considerations.
  - (H) Specification, Price, delivery and payment terms.
  - (I) Sample
  - (J) Warranty.
- .
- (iv) The Proponent whose RFP is identified by Guysuco, in its sole and absolute discretion, as best meeting the requirements of the request and the needs and objectives of Guysuco, as well as offering the best overall value to Guysuco, will be deemed the Preferred Proponent.
- (h) Step 3: Discussion & Negotiation with the Preferred Proponent
    - (i) Once the Preferred Proponent has been identified, Guysuco may at its sole option and in its sole and absolute discretion enter into discussions and negotiations with that Preferred Proponent, in order to clarify or negotiate any outstanding issues, including prices.
    - (ii) If, in its sole and absolute discretion, Guysuco determines that discussions and negotiations are unsuccessful, Guysuco may proceed in its sole and absolute discretion to enter into similar discussions and negotiations with the next best Proponent as selected by Guysuco, who shall then become the Preferred Proponent, and so on.
    - (iii) Notwithstanding the foregoing provisions of this Section, Guysuco may at any time and in its sole and absolute discretion cancel further discussions, negotiations and/or the entirety of the RFP process, and may choose not to enter into any agreement.
    - (iv) Notwithstanding anything in this RFP, under no circumstances will Guysuco disclose information contained in any RFP to any other Proponent.

## SECTION 3 GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and a successful Bidder (hereafter referred to as the Supplier), as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "Special Conditions of Contract" means any document governing the performance of the Contract to which the Purchaser and the Supplier may assent;
- (c) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (d) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (e) "Services" means any service which the Supplier is required to render to the Purchaser under the Contract;
- (f) "The Purchaser" means the Guyana Sugar Corporation Inc. (GuySuCo).
- (g) "The Supplier" means the successful Bidder who enters into a contract with the Purchaser to supply goods.

### 3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### 3.3 Country of Origin

The origin of Goods and Services is held to be distinct from the nationality of the Supplier and must be stated as required.

### 3.4 Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the RFP Specifications, or when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

### **3.5 Use of Contract Documents and Information**

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

Any document other than the Contract, itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

### **3.6 Performance Security**

Within fourteen (14) days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser.

The Performance Security shall be in the amount of 5% (five percent) of the Contract price for repeated supplier(s) and 15% for first time supplier (s) of their product offered to GuySuCo.

The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

- (a) A bank guarantee or irrevocable Letter of Credit, issued by a bank located in the Purchaser's country or abroad acceptable to the Purchaser, and in the form provided in the Bidding Documents or another form acceptable to the Purchaser;
- or
- (b) A cashier's cheque.

The Performance Security should be valid up to the date of completion of the Supplier's performance obligations, including any warranty obligations, under the contract.

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

### **3.7 Inspections and Test**

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the RFP Specifications shall specify which inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Good's final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance - including access to drawing and production data - shall be furnished to the inspectors at no charge to the Purchaser.

Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

Nothing in paragraph 3.7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

### **3.8 Delivery and Documents**

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements or in the Contract.

For purposes of the Contract, "FOB", "C&F", "CIF" and other trade terms used to described the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms published by the International Chamber of Commerce, Paris, and commonly referred to as INCOTERMS.

### **3.9 Insurance**

The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

Where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary.

Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.

The marine insurance shall be in an amount equal to 110% of the CIF value of the goods from "warehouse to warehouse" on "All Risk" basis including War Risks and Strike clauses.

### 3.10 **Transportation**

Where the Supplier is required under the Contract to deliver the Goods C&F or CIF, or to a specified destination within the country, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

In all of the above cases, transportation of the Goods after delivery shall be the responsibility of the Purchaser. Where the Supplier is required under the Contract to deliver the Goods CIF no restriction shall be placed on the choice of the ocean carrier.

### 3.11 **Warranty**

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current model and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under the Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination.

This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts thereof from the port of entry to the final destination.

If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

### 3.12 **Payment**

The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Contract or the Special Conditions of Contract. Bidders will indicate on the Bid Form their preferred payment terms with due cognisance being given to credit facilities.

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by shipping documents and an invoice describing, as appropriate, the Goods delivered, and upon fulfillment of other obligations stipulated in the Contract.

### 3.13 **Price**

Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the price quoted by the Supplier in its bid.

### 3.14 **Change Orders**

The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in one or both of the following:

- (a) the method of shipment or packing;
- (b) the place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

### 3.15 **Delays in the Supplier's Performance**

Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions : forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.

If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions imperilling timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

### **3.16 Liquidated Damages**

If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract deduct from the Contract Price, as liquidated damages, a sum equivalent to one percent (1%) of the un-delivered sum of the delayed Goods for each week of delay until actual delivery or performance, up to a maximum deduction of five percent ( 5%) of the delayed Goods contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

### **3.17 Termination for Default**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to paragraph 3.15; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.

In the event the Purchaser terminates the Contract in part the Purchaser may pursue, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

In the event the Purchaser terminates the Contract in whole the Purchaser reserves the right to seek damages from the Supplier.

### 3.18 **Force Majeure**

Notwithstanding the provisions of paragraphs 3.15, 3.16 and 3.17, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 3.19 **Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

### 3.20 **Termination for Convenience**

The Purchaser has the right to terminate the Contract, in whole or in part, at any time by giving a written Notice of Termination to Supplier. In such event, Supplier may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrably related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures.

For specially prepared products, unique to Purchaser's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by Supplier for disposition in accordance with Purchaser's written instruction. Notwithstanding the foregoing Purchaser reserves the right to terminate all or any part of the undelivered or uncompleted portion of this order without liability.

**3.21 Language of Contract**

The Contract shall be written in the English language.

All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

**3.22 Applicable Law**

The Contract shall be interpreted in accordance with the laws of Guyana.

**3.23 Notices**

Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by fax and confirmed in writing to the address specified for that purpose in the Contract.

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

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

**Purchaser:**            The Materials Manager, Materials Management Department,  
Guyana Sugar Corporation Inc., Ogle Estate, Ogle, East Coast  
Demerara, Guyana, S. America.

**Supplier:**    (To be filled in at the time of Contract signature)

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### 3.24 **Taxes and Duties**

Suppliers shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted Goods to the Purchaser.

### 3.25 **Delivery and Documents**

- (i) Three (3) original and three (3) duplicate copies of the Supplier's invoice showing Goods description, quantity, unit price, total amount;
- (ii) Delivery note/receipt;
- (iii) Manufacturer's/Supplier's guarantee certificate;
- (iv) Inspection Certificate, issued by the nominated inspection agency if required, and the Supplier's factory inspection report; and
- (v) Certificate of origin.

### 3.26 **Contractual Agreement**

The submission of a bid will be taken as implicit and explicit acceptance of the General Conditions of Contract as described in paragraphs 3.1 to 3.26 inclusive.

**SECTION 4 BIDDER'S DECLARATION & SPECIFICATIONS**

It shall be the responsibility of the Bidder to be familiar with the contents of the RFP document and any addendum that have been issued, prior to submission, and the price shall cover all conditions contained within the document.

If awarded the contract, the Bidder agrees to complete the work in accordance with the tender specifications, and the following addenda:

Amendment #. ____, dated ____ 2010_	Amendment #. ____, dated ____, 2010_
Amendment #. ____, dated ____, 2010_	Amendment #. ____, dated ____, 2010_

In accordance with the general conditions and specifications of this RFP, I the undersigned, do hereby propose and agree to enter into an agreement with Guysuco for the supply and delivery of goods and or services as detailed in Schedule

I, the undersigned, declare that I have the authority to bind the corporation or business named above to the terms and conditions of this request for proposal call and any subsequent contract and that this tender is valid and subject to acceptance by Guysuco for a period of ninety (90) days following the RFP Closing Date and Time.

**BUSINESS NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** (\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_) \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**COMPANY OFFICIAL:** \_\_\_\_\_

(Print Name)

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**(4 A) Technical Specification: 150 + hp Agricultural tractor**

- Description:** **4 WD, 150 - 175 HP Agricultural Wheel type tractor.**  
Tractor to be used mainly for tillage purposes in dry/ hard heavy clay soils. Implements usage include but not limited disc plough, mounted harrow, trailing harrow etc.
- Tractors are to be of current year of manufacture models, Platform Type with as little as possible “electronics” incorporated into its operation. Where the “electronics” is used, components and/or modules must be encapsulated for protection from weather and tropical humidity.**
- Engine:** Diesel fuel –direct injection; 150 -175 HP at rated engine speed. Capable of working with fuel with sulphur content of approx. 0.5; Naturally aspirated or Turbo charged in-line six cylinder preferred.
- Cooling System:** Liquid Cooled
- Air Cleaner:** Air cleaner must be appropriate for extreme dusty conditions and high humidity. A pre-cleaner will be consider as an added advantage.
- Fuel Filtration:** Because of potential contamination (dirt and water) tractor is to be fitted with a RACOR or similar type pre-filter in addition to the manufacturer’s normal filters. (Bidders are asked to cater to supply pre-filter separately if same is not fitted to machine)
- Clutch:** Dry type preferred; .double acting. Wet type accepted.
- Transmission:** Mechanical, spur geared or synchromeshed type is preferred.( Power Shift Type) is accepted.
- Hydraulics:** Rear mounted three point hitch. Linkages Cat II/ Cat III with HD Stabilizers. Position and Draft controls. Rear Spool valve for external hydraulic applications. Must be capable of lifting mounted impliments of average minimum 1.5 – 1.8.
- Rear Axle:** Must have enough load carryig capacity to accomadate the transferred weight of the entire machine including the Implement (Not less than 1.5 – 1.8 tons). Swinging type HD draw bar to be fitted.
- Front Axle:** Must be designed to carry at least 50% of the tractor pulling torque and capable of maintaining this torque within the normal steering range of the tractor. A short steering radius is desired with steering angle of 60degrees from direct in front to each side desired.
- PTO:** Rear mounted PTO shaft , 540/1000rpm.

- Wheels/tyres:** The wheel type must be able to carry the transferred load mentioned under Rear Axle. Front and Rear wheels must match.  
**Radial tyres, R1W type grip preferred. Tyres must allow for minimum ground pressure of 8PSI when carrying implement in the working and infield transport mode. Average desired working Ground Pressure is 8PSI.**
- Steering system:** Hydrostatic.
- Operator Safety :** ROPS rated; operator platform with load/height adjusted saddle seat. Rigid sunroof to protect from elements of the weather.
- Brakes:** Internal Wet Type, hydraulically operated. Must be durable for stopping machine in operational motion over short distances continuously. Use of the brakes to aid turning is a normal operating feature.
- Electrics/Lighting:** 12 Volt electrics preferred. New Batteries to be fitted. Full head, tail brakes and indicator light set to comply with Guyana road and traffic regulations. Lights must be capable of providing illumination for night operations.
- Weights:** Full complement of weights. Front and Wheel Weights are required.
- Accessories:** One wheel spanner. A Kit of hand tools for daily maintenance.  
 Operator manual to be supplied with each tractor.  
 Parts and Repair manual to be supplied with every two tractors.  
 One rear and front spare wheel complete must be quoted for separately.
- Instruments:** Dash mounted temperature and oil pressure gauges/ indicators. Dash or engine mounted hour meter.
- Spare Parts:** The Quotation should include a list of spares parts, which are the tenderer's best estimate of the fast moving items likely to be required during the first 12 month's of operation (1400 hrs) and provide same.
- Training:** Guysuco's operators, mechanics and maintenance personnel are expected to be trained by Dealer on operations, Repair & Maintenance of equipment.
- Tractors are to have a Pre Delivery Inspection (PDI) by a competent person that is acceptable to the Purchaser and a copy of the the PDI report shall be submitted among other requirements.

*A full detailed specification listing for the offered model must be supplied for evaluation purposes. Where this is not supplied it will be assumed that the machine does not comply.*

## **(4 B) Specification**

### **Description: 100HP (DIN) 4-WD AGRICULTURE TRACTOR**

Tractor to be used mainly for Tillage purposes and to power a Rotary Ditcher in Heavy clay soils applications.

**Engine:** Diesel – Direct Injection. 100 Flywheel Horse Power at rated engine speed.

Naturally Aspirated Engine preferred. Capable of working with fuel of sulphur content of approximately 0.5%.

**Cooling System:** Liquid Cooled

**Air Cleaner:** Must be adequate for working in VERY DUSTY conditions.

**Fuel Filtration:** Because of poor quality fuel (dirt and water) a Racor or similar pre-filter should be fitted to the tractor in addition to the manufacturer's normal filters.

**Transmission:** A mechanical synchromeshed type is preferred. A power shift type will be accepted. *A creeper gearbox must be fitted to give maximum forward ground speed of 400-500 metres per hour.*

**Hydraulics:** Rear Mounted Three Point Hitch. Linkages CAT 11 with HD Stabilizers. Position and Draft Controls. Rear Spool valve for external Hydraulic applications.

**Rear Axle:** Must have sufficient load capacity to carry the transferred weight of the implement. Swinging Type HD draw Bar to be fitted.

**PTO:** Rear Mounted PTO SHAFT, 540/1000 RPM.

**Tyres/ Wheels:** FRONT: 14.9 X 24 R1 8PR tyre preferred.

REAR: 18.4 X 34 R1 8PR tyre preferred

Wheel centres must accommodate variable wheel width.

**Steering:** Hydrostatic. ROPS rated operator platform with rigid sunroof.

**Electrics:** 12 Volts; Horn; Lighting should be sufficient for night working and conform to Guyana Road Traffic Regulations for Agriculture Machinery.

**Weights:** Full Complement of front weights to be supplied.

**Tool Kit:** A kit of hand tools (Kit removable) with secure mounting on tractor.

**Manuals:** Operator manual for each tractor. One parts and one Repair manual to be supplied with the Order.

## **(4 C) Specification**

### **Description: 45 -55 HP (DIN) 2-WD AGRICULTURE TRACTOR**

Tractor to be used mainly for towing cane- laden barges at Guysuco.

**Engine:** Diesel – Direct Injection. 45-55 Flywheel Horse Power at rated engine speed.  
Natrullay Aspirated Engine preferred. Capable of working with fuel of sulphur content of approximately 0.5%.

**Cooling System:** Liquid Cooled

**Air Cleaner:** Must be adequate for working in VERY DUSTY conditions.

**Fuel Filtration:** Because of poor quality fuel (dirt and water) a Racor or similar pre-filter should be fitted to the tractor in addition to the manufacturer's normal filters.

**Transmission:** Amechanical synchromeshed type is preferred.  
A high and Low Range gear selection must be available in gear selection.

**Hydraulics:** Rear Mounted Three Point Hitch. Linkages CAT 11 with HD Stabilizers. Position and Draft Controls. Rear Spool valve for external Hydraulic applications.

**Rear Axle:** Must have sufficient load capacity for Towing Applications. Differential Lock to be Available. Swinging Type HD draw Bar to be fitted.

**PTO:** Rear Mounted PTO SHAFT, 540 RPM.

**Tyres/ Wheels:** FRONT: 750 X 16 3RIB 6PR tyre preferred.  
REAR: 14.9 X 28 R1W 8PR tyre preferred  
Wheels to offer adjustable widthCentres. Front and Rear wheels to supplied in and be in line at adjustments .

**Steering:** Hydrostatic. ROPS rated operator platform with rigid sunroof.

**Electrics:** 12 Volts; Horn; Lighting should be sufficient for night working and confirm to Guyana. Road Traffic Regulations for Agriculture Machinery.

**Weights:** Full Compliment of front weights to be supplied.

**Tool Kit:** A kit of hand tools (Kit removable) with secure mounting on tractor.

**Manuals:** Operator manual for each tractor. One parts and one Repair manual to be supplied with the Order.

## **TECHNICAL Specification**

### **(4 D) Trailing Harrow. (10/20-28) Heavy Duty Trailed Offset.**

**Basic Description:** Trailed Offset Harrow with Hydraulically operated wheels. For use in HEAVY dry Clay Soils with Tractors of up to 180 HP (DIN).

**Disc Diameter:** 28" (710mm) minimum

**Disc Quantity:** 20 ( 10 per Gang)

**Disc Spacing:** 12" (300mm) approximately

**Disc Type:** Serrated (Scalloped) Type for front and rear Gang.

**Srrapers:** Heavy Duty Scrapers required. Must be capable of working in moist conditions

**Weight Per Disc:** 150 Kg per Disc.

**Gang Axle Shafts:** Round Shaft approximately 2" (50mm) diameter. Must not be greater than 2.5"

**Gang Bearings:** Taper Roller Bearings with multi-lip seals, resistant to dirt (either in dust or liquid form) and water ingress. Greasable type preferred to oil bath type. Minimum 4 Bearings per gang.

**Bearing Housings:** Wear Plate to be fitted below Bearing Block Housings.

**Frame:** Rigid Frame gang Tool Bar – 150 mm x 110mm box section with 10-12mm wall thickness. Gang Main Frame: - 150mm Angle Iron with 14-18 mm thickness

**Adjustment:** Manual Adjustment for angle and depth of cut for both Front/ Rear gang

**Hitch Height:** Adjustable to match 140-250 HP Agricultural Tractor range.

**Hitch Type:** For Standard Agriculture Tractor Clevis type Hitch.

**Transport Wheels:** Transport Wheels to be hydraulically operated with double action Hydraulic cylinders. Hoses fitted with quick type tractor couplings required. Transport Tyres to be of size 12.5 x 16 minimum (Rims to be standard 6 lugs)

**Painting:** To be finished in Corrosion Resistant undercoat primer and double coat of top coat enamel. Colour preferred - yellow/Red in single colour.

## **(4 E) Trailing Harrow. (16/32-28)**

### **Heavy Duty Trailed Offset.**

**Basic Description:** Trailed Offset Harrow with Hydraulically operated wheels. For use in HEAVY dry Clay Soils with Tractors of up to 250 HP (DIN).

**Disc Diameter:** 28" (710mm) minimum

**Disc Quantity:** 32 ( 16 per Gang)

**Disc Spacing:** 12" (300mm) approximately

**Disc Type:** Serrated (Scalloped) Type for front and rear Gang.

**Srrapers:** Heavy Duty Scrapers required. Must be capable of working in moist conditions

**Weight Per Disc:** 150 Kg per Disc.

**Gang Axle Shafts:** Round Shaft approximately 2" (50mm) diameter. Must not be greater than 2.5"

**Gang Bearings:** Taper Roller Bearings with multi-lip seals, resistant to dirt (either in dust or liquid form) and water ingress. Greasable type preferred to oil bath type. Minimum 4 Bearings per gang.

**Bearing Housings:** Wear Plate to be fitted below Bearing Block Housings.

**Frame:** Rigid Frame gang Tool Bar – 150 mm x 110mm box section with 10-12mm wall thickness. Gang Main Frame: - 150mm Angle Iron with 14-18 mm thickness

**Adjustment:** Manual Adjustment for angle and depth of cut for both Front/ Rear gang

**Hitch Height:** Adjustable to match 140-250 HP Agricultural Tractor range.

**Hitch Type:** For Standard Agriculture Tractor Clevis type Hitch.

**Transport Wheels:** Transport Wheels to be hydraulically operated with double action Hydraulic cylinders. Hoses fitted with quick type tractor couplings required. Transport Tyres to be of size 12.5 x 16 minimum (Rims to be standard 6 lugs)

**Painting:** To be finished in Corrosion Resistant undercoat primer and double coat of top coat enamel. Colour preferred - yellow/Red in single colour.

## **(4 F) 5 Furrow Disc Plough**

This is a plough that is required for cultivating maiden heavy clay soils that may have thick brush and roots from saplings. It is intended to be drawn by tractor ranging in HP from 120 to 175.

- Three point CAT II /III Hitch attachment
- Greasable bearings with appropriate seals to prevent ingress of dirt (dust or liquid form) and water.
- Disc cleaning aids.
- Detachable support Stand
- 28” diameter discs (minimum)
- Disc thickness – 8mm minimum
- Robust Furrow Wheel (Sagabuoy) with adjustable settings for varying ploughing width.
- Robust Pulling Bar with adjustable settings to correspond with adjustable settings of furrow wheel
- Must not be heavier than 1.25MT
- Overall weight to be as evenly distributed as possible but to allow for min. 75Kgs per disc
- Disc to be smooth edged and ground to a sharpen taper
- Furrow Wheel to be minimum 18” diameter
- Disc should have capability of variable horizontal and vertical settings.

## **(4G) Description: 4Furrow Disc Plough**

This is a plough that is required for cultivating maiden heavy clay soils that may have thick brush and roots from saplings. It is intended to be drawn by tractor ranging in HP from 100 to 130.

- Three point CAT II /III Hitch attachment
- Greasable bearings with appropriate seals to prevent ingress of dirt (dust or liquid form) and water.
- Disc cleaning aids.
- Detachable support Stand
- 28” diameter discs (minimum)
- Disc thickness – 8mm minimum
- Robust Furrow Wheel (Sagabuoy) with adjustable settings for varying ploughing width.
- Robust Pulling Bar with adjustable settings to correspond with adjustable settings of furrow wheel
- Must not be heavier than 1.25MT
- Overall weight to be as evenly distributed as possible but to allow for min. 75Kgs per disc
- Disc to be smooth edged and ground to a sharpen taper
- Furrow Wheel to be minimum 18” diameter
- Disc should have capability of variable horizontal and vertical settings.

## SECTION 5 **BID FORM AND PRICE SCHEDULES**

### 5.1 **Bid and Price Schedules**

There are SEVEN price schedule forms consisting of seven (7) pages.

**150-175HP Tractors, 100HP Tractors, 45HP Tractors, Trailing Harrows (20/28), (32/28), 5 Disc Ploughs, 4 Disc Ploughs.**

### 5.2 **Completion of Documents and Forms**

Bidders must make offers against **any** or **all** of the Equipment required by the Purchaser and specified on the bid form.

The form should be completed in duplicate (a photocopy of the original will suffice for the copy). **All** Forms must be signed and submitted.

### 5.3 **No Bids**

Where no bid is made then the words "no bid offered" should be written in the price section of the bid form.

### 5.4 **Submission of Documents and Forms**

The completed bid forms, in duplicate, together with a completed Bid Security Form, also in duplicate (Section 6) and any such additional detail that the bidder may wish to present.

### 5.5 **Acknowledgment of Bid**

There will be no acknowledgment of receipt of a bid. It is the responsibility of the Bidder to ensure that the Bid reaches the Purchaser in the required manner and prior to the closure of the tender.

**GUYANA SUGAR CORPORATION INC**

Schedule Form 5

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**GUYANA SUGAR CORPORATION INC.**

**Bid Forms And Price Schedules For 150 + HP  
AGRICULTURE TRACTOR**

Product	Quantities	Unit Price	Extended Price
<b>AGRICULTURAL TRACTOR</b> 4 WD 150-175HP DIESEL  Engine: 12V or 24 V system  (See Section 4A for Details)	26		

**Local Suppliers:-** Quote must include all Charges delivery to Ogle Estate, E.C.D .  
**Foreign Suppliers:-** Quote must include CIF Charges shown Separate to Georgetown/ Guyana.

Country Of Origin .....

Brand Name .....

Warranty .....

Quote Validity .....

Delivery Time to Guyana .....

Currency of Quote .....

Terms of Payment .....

Company Name .....

Supplier Signature ..... Date

**GUYANA SUGAR CORPORATION INC.**

**Bid Forms and Price Schedules for 100HP TRACTOR**

Product	Quantities	Unit Price	Extended Price
<p><b>AGRICULTURE TRACTOR</b> Horse Power: 100hp, 4-WD</p> <p>(See Section 4B for Details)</p>	<p>10</p>		

**Local Suppliers:-** Quote must include all Charges delivery to Ogle Estate, E.D .

**Foreign Suppliers:-** Quote must include CIF Charges shown Separate to Georgetown/ Guyana.

Country Of Origin .....

Brand Name .....

Warranty .....

Quote Validity .....

Delivery Time to Guyana .....

Currency of Quote .....

Terms of Payment .....

Company Name .....

Supplier Signature ..... Date .....

**GUYANA SUGAR CORPORATION INC.**

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**GUYANA SUGAR CORPORATION INC.**

**Bid Forms and Price Schedules for 45 HP TRACTOR**

Product	Quantities	Unit Price	Extended Price
<p align="center"><b>45 HP AGRICULTURE TRACTORS</b></p> <p>2-WD 45 -55HP, FOR TOWING</p> <p align="center"><b>(See Section 4C for Details)</b></p>	20		

**Local Suppliers:-** Quote must include all Charges delivery to Ogle Estate, E.C.D .  
**Foreign Suppliers:-** Quote must include CIF Charges shown Separate to Georgetown/ Guyana.

Country Of Origin .....

Brand Name .....

Warranty .....

Quote Validity .....

Delivery Time to Guyana .....

Currency of Quote .....

Terms of Payment .....

Company Name .....

Supplier Signature ..... Date .....

**GUYANA SUGAR CORPORATION INC.**

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**GUYANA SUGAR CORPORATION INC.**

**Bid Forms and Price Schedules for 20/28 TRAILING HARROWS**

Product	Quantities	Unit Price	Extended Price
<b>TRAILING HARROW</b> 10-14 Discs per gang 28" Scalloped Edge Disc For use with 150HP Tractor  <b>(See Section 4D for Details)</b>	6		

**Local Suppliers:-** Quote must include all Charges delivery to Ogle Estate, E.C.D .  
**Foreign Suppliers:-** Quote must include CIF Charges shown Separate to Georgetown/ Guyana.

Country Of Origin .....

Brand Name .....

Warranty .....

Quote Validity .....

Delivery Time to Guyana .....

Currency of Quote .....

Terms of Payment .....

Company Name .....

Supplier Signature ..... Date .....

**GUYANA SUGAR CORPORATION INC.**

Schedule Form 5

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**GUYANA SUGAR CORPORATION INC.**

**Bid Forms and Price Schedules for TRAILING HARROW**

Product	Quantities	Unit Price	Extended Price
<p align="center"><b>TRAILING HARROW</b>                      16/ 32-28" Double Gang Adjustable .                       (See Section 4E for Details)</p>	2		

**Local Suppliers:-** Quote must include all Charges delivery to Ogle Estate, E.C.D .

**Foreign Suppliers:-** Quote must include CIF Charges shown Separate to Georgetown/ Guyana.

Country Of Origin .....

Brand Name .....

Warranty .....

Quote Validity .....

Delivery Time to Guyana .....

Currency of Quote .....

Terms of Payment .....

Company Name .....

Supplier Signature ..... Date .....

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**GUYANA SUGAR CORPORATION INC.**

**Bid Forms and Price Schedules for 5 DISC PLOUGH**

Product	Quantities	Unit Price	Extended Price
<b>5 DISC PLOUGH</b> 3 Point Hitch Disc Sizes 28” For use on 130-150 Hp Tractor. Adjustable (See Section 4F for Details)	15		

**Local Suppliers:-** Quote must include all Charges delivery to Ogle Estate, E.C.D .  
**Foreign Suppliers:-** Quote must include CIF Charges shown Separate to Georgetown/ Guyana.

Country Of Origin .....

Brand Name .....

Warranty .....

Quote Validity .....

Delivery Time to Guyana .....

Currency of Quote .....

Terms of Payment .....

Company Name .....

Supplier Signature ..... Date .....

GUYANA SUGAR CORPORATION INC.

Schedule Form 5

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GUYANA SUGAR CORPORATION INC.

Bid Forms and Price Schedules for 4 DISC PLOUGH

Product	Quantities	Unit Price	Extended Price
4 DISC PLOUGH  (See Sect 4G for Details)	1		

**Local Suppliers:-** Quote must include all Charges delivery to Ogle Estate, E.C.D .

**Foreign Suppliers:-** Quote must include CIF Charges shown Separate to Georgetown/ Guyana.

Country Of Origin .....

Brand Name .....

Warranty .....

Quote Validity .....

Delivery Time to Guyana .....

Currency of Quote .....

Terms of Payment .....

Company Name .....

Supplier Signature ..... Date .....

SECTION 6

**BID SECURITY FORM**

WHEREAS

..... having its registered office at ..... (herein referred to as "the Supplier", which expression shall include its successors and assigns) has submitted its bid dated ..... , 2010 to supply

..... (herein referred to as "the Bid") to the Guyana Sugar Corporation Inc. having its registered office at Ogle East Coast Dememara, Guyana (hereinafter referred to as the Purchaser, which expression shall include its successors and assigns),

We..... of ..... having our registered office at ..... herein referred to as "the Bank", which expression shall include its successors and assigns, are bound unto the Purchaser in the sum of **one percent of the total bid price** ("the Obligation"), representing , Bid Security for which payment is to be made to the Purchaser.

**THE CONDITIONS** of this Obligation are:

- 1. If the Supplier withdraws its Bid during the period of bid validity specified by the Supplier on the Bid Form; or
- 2. If the Supplier during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the instructions to suppliers.

**IT IS AGREED THAT**

The Bank shall pay to the Purchaser within .....21..... days of a written demand being made, up to the above amount, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it is due to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

**AND IT IS FURTHER AGREED THAT:**

- I. This Guarantee shall come into force on the date of issue and shall remain valid until .....
- ii. This Guarantee shall be irrevocable during the period of its operation unless prior discharge is given by the Purchaser.
- iii. The neglect or forbearance of the Purchaser in enforcing any of the obligations of the supplier under the Contract shall not absolve the Guarantor from his obligations herein contained.
- iv. Notwithstanding anything stated above, the liabilities of the Bank shall be limited to a maximum amount of ..... and,
  - (a) Unless any claim under this Obligation is presented to the Bank in writing on or before ....., the Obligation herein contained shall stand discharged from all liabilities.

In witness whereof the parties have hereunto set their hands and seals the day and year first above written in the presence of the subscribing witnesses.

.....  
The Purchaser

WITNESSES

- 1. ....
- 2. ....

.....  
The Bank

## PERFORMANCE GUARANTEE

This Guarantee is made this ..... day of ....., 2010 between the Bank of ..... having its registered office at ..... (hereinafter referred to as the Guarantor, which expression shall include its successors or assigns) of the one part and the Guyana Sugar Corporation Inc. having its registered office at Ogle East Coast Demerara Guyana (hereinafter referred to as the Purchaser, which expression shall include its successors and assigns) of the other part.

### **WHEREAS**

1. .... having its registered office at ..... (herein referred to as “the Supplier”) has undertaken, in pursuance of Contract No.: ..... dated ....., 2010 to supply ..... (herein referred to as “the Contract”) to the Purchaser.
2. The Supplier is obligated under the Contract to furnish the Purchaser with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

### **IN WITNESS WHEREOF**

1. The Guarantor has agreed to issue a Bank Guarantee in favour of the Purchaser for the sum of ..... representing \_\_\_\_percent (\_\_\_%) of the value of the Contract price.
2. The Guarantor shall pay the Purchaser within .....21..... days of a written demand being made such sum as may be applicable to this Guarantee from time to time but not exceeding .....
3. The Purchaser shall not be required to prove or to show grounds or reasons for the demand or the sum specified therein.

**AND IT IS FURTHER AGREED THAT:**

- I. This Guarantee shall come into force on the date of issue and shall remain valid until .....
- ii. This Guarantee shall be irrevocable during the period of its operation unless prior discharge is given by the Purchaser.
- iii. The neglect or forbearance of the Purchaser in enforcing any of the obligations of the supplier under the Contract shall not absolve the Guarantor from his obligations herein contained.
- iv. Notwithstanding anything stated above, the liabilities of the Guarantor shall be limited to a maximum amount of ..... and,
  - (a) Unless any claim under this Guarantee is presented to the Guarantor in writing on or before ....., the Guarantee herein contained shall stand discharged from all liabilities.
  - (b) In event of the failure of the Purchaser to return the bank Guarantee after expiry of the said period the Guarantee shall be treated as canceled in all respects.

In witness whereof the parties have hereunto set their hands and seals the day and year first above written in the presence of the subscribing witnesses.

.....  
The Purchaser

WITNESSES

- 1. ....
- 2. ....

.....  
The Guarantor

## Proforma Contract

This Agreement is made this .....day of ..... 2010 between the Guyana Sugar Corporation Inc. a Company incorporated in Guyana under the Companies Act No. 29/1991 and having its registered office at Ogle Estate, East Coast Demerara, (hereinafter referred to as “The Purchaser” which expression shall include its successors and assigns) of the one part and

..... of .....  
(hereinafter referred to as the “Supplier”, which expression shall include its successors and assigns) of the other part.

### WHEREAS

1. The Purchaser is desirous that ..... should be provided by the supplier and has accepted the Supplier’s bid \$.....(hereinafter referred to as the “Contract Price”) for the supply of the
2. The Supplier has accepted the Purchaser’s purchase order No. .... dated ..... (which together with the documents mentioned in clause 2 shall be referred to as “the Contract”) for the supply of ..... at a price of \$.....
3. The Supplier in support of its obligations to provide ..... has agreed to furnish a Bank Guarantee by a recognised bank in favour of the Purchaser for 5% of the value of the Contract Price.

### 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 referred to hereunder at clause 2(d).
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Technical Specifications;
  - (c) the General Conditions of Contract;
  - (d) the Special Conditions of Contract; and
  - (e) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as set out in the Price Schedule, the Supplier hereby covenants with the Purchaser to provide ..... and to remedy defects therein in conformity in all respects with the provision of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of ..... and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and the manner prescribed in the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and delivered by the  
said ..... (For the Purchaser)

Signed, Sealed and delivered by the  
said ..... (For the Supplier)

## SUMMARY OF REQUIRED INFORMATION

1. Signed Bid Declaration Form
2. Country of Origin
3. Manufacturer
4. Brand Name
5. Price in Appropriate Currency
6. Bid Validity
7. Payment Terms
8. Bid Security
9. Delivery: Must state delivery time from time of notification of award and give approximate times for production ; preparation for shipment; shipping time; Time for Local Processing and best estimated date for delivery to Guysuco.