



**GUYANA SUGAR CORPORATION INCORPORATED
(GUYSUCO)**

REQUEST FOR PROPOSAL

**SUPPLY OF FIELD CHAINS AND PUNT HOOKS
FOR SECOND CROP 2010**

(RFP 121-2010)

Release Date: February 12, 2010.

Closing Date: March 11, 2010.

Closing Time: 14.00 hours

Table of Content

Section 1.	Introduction	5
1.1	Background	5
1.2	Purpose	6
1.3	Statement of Confidentiality	6
Section 2.Pt.A	Instructions to Bidder	7
2A.1.1-.3	General Instructions to Bidder and Contact to GuySuCo	7
2.A.2.1	Cost of Bidding	7
2.A.2.2	The Bidding Document	7
2.A.2.3	Clarification of Bidding Documents	8
2.A.2.4	Amendment of Bidding Documents	8
2.A.2.5	Language of Bid	8
2.A.2.6	Documents Comprising the Bid	8
2.A.2.7	Bid Prices	9
2.A.2.8	Bid Currencies	9
2.A.2.9	Bid Security	9
2.A.2.10	Period of Validity of Bids	10
2.A.2.11	Format and Signing of Bid	10
2.A.2.12	Sealing and Marketing of Bids	10
2.A.2.13	Deadline for Submission of Bids	11
2.A.2.14	Late Bids	11
2.A.2.15	Modification and Withdrawal of Bids	11
2.A.2.16	Opening of Bids by Purchaser	12
2.A.2.17	Clarification of Bids	12
2.A.2.18	Preliminary Examination	12
2.A.2.19	Conversion to Single Currency	13
2.A.2.20	Evaluation and Comparison of Bids	13
2.A.2.21	Postqualification	13
2.A.2.22	Award Criteria	14
2.A.2.23	Purchaser's Right to Accept Any Bid to Reject Any of All Bids	14
2.A.2.24	Notification of Award	14
2.A.2.25	Signing of Contract	14
2.A.2.26	Performance Security	15
Section 2.Pt.B	Special Instructions to Bidder	16
2.B.1.1	Rights of GuySuCo, Proponent's Expenses & Limitation of Damages	
	(a)-(c)	16-17
	Independent Investigation & Information Supplied by GuySuCo	
	(d)	18
	Non-Collusion (e)	18
	RFP Evaluation Sequence (f)-(h)	18-19

Table of Content Cont'd

Section 3	General Conditions of Contract	20
3.1	Definitions	20
3.2	Application	20
3.3	Country of Origin	20
3.4	Standards	20
3.5	Use of Contract Documents	21
3.6	Performance Security	21
3.7	Inspections & Tests	22
3.8	Delivery and Documents	22
3.9	Insurance	22
3.10	Transportation	23
3.11	Warranty	23
3.12	Payment	23
3.13	Price	24
3.14	Change Order	24
3.15	Delays in the Supplier Performance	24
3.16	Liquidated Damages	25
3.17	Termination for Default	25
3.18	Force Majeure	25
3.19	Termination for Insolvency	26
3.20	Termination for Convenience	26
3.21	Language of Contract	26
3.22	Applicable Law	26
3.23	Notices	26
3.24	Taxes and Duties	27
3.25	Delivery and Documents	27
3.26	Contractual Agreement	27
Section 4	Bidders Declaration & Specifications	29
4.1	RFP Specifications	30
4.2	Schedule of Requirement	30
4.3	Country of Origin	31
4.4	Confirmation of Specifications	31
4.5	Specifications	31
4.5.1	Liabilities	31
Section 5	Schedule of Requirements	32
5.1	Schedule of Required Deliveries	32
5.2	Completion of Schedule Form	32

Table of Content Cont'd

Section 6	Bid Form and Price Schedule	33
6.1	Bid and Price Schedules	33
6.2	Completion of Documents and Forms	33
6.3	No Bids	33
6.4	Submission of Documents and Forms	33
6.5	Acknowledgement of Bid	33
Section 7	Bid Security Form	34-35
	Performance Security	36-37
	Proforma Contract	38-39
	Summary of Required Information	40
Schedule Form 5.1	Delivery Schedule Table	41-43
Schedule Form 6A	Bid Form and Price Schedule Table	44

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 FIELD CHAINS AND PUNT HOOKS for the year 2010 Second Crop as per our specifications in Section 4 of this document.

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

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.2.12.

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) Schedule of Requirements; | Section 5 of this document |
| (e) Bid Form & Price Schedule; | Section 6 of this document |
| (f) Bid Security Form; | Section 7 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) Bid Security Form furnished in accordance with Section 6 of this document.
- (c) Documentary evidence that the goods to be supplied by the Bidder are eligible goods and conform to the Bidding Documents.

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 products it proposes to supply.

Prices indicated on the Price Schedule for each size of CHAIN shall be entered separately.

2.A.2.8 **Bid Currencies**

Prices shall be quoted in Guyana Dollars for all local suppliers. Overseas suppliers shall quote in US, Euro, or Pounds Sterling and for evaluation purposes, it will be converted to G\$ at the exchange rate of Scotia Bank at the time of RFP opening of bid.

2.A.2.9 **Bid Security**

The Bidder shall furnish, as part of its bid, Bid Security in the amount of **zero percent (0) 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.2.25.
 - (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 3.4.

2.A.2.10 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.2.11 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.2.12 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 FOR FIELD CHAINS & PUNT HOOKS**"
" and the words "**DO NOT OPEN BEFORE THURSDAY March 11, 2010.**"

The envelopes must be deposited in **THE HEAD OFFICE RFP BOX #3, 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.2.13 **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 March 11, 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.2.13 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.2.14 **Late Bids**

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

2.A.2.15 **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.2.16 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 March 11, 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.2.17 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.2.18 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.2.19 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.2.20 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.2.21 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.

Consideration will also be given to Suppliers who are willing and prepared to provide the following After Sales Services:

- Chain Use and Safety surveys.
- Safe Life and Strength Tests.

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.2.22 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

2.A.2.23 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.2.24 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 2.26 the purchaser will promptly notify each unsuccessful Bidder and will discharge their bid security.

2.A.2.25 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.2.26 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.

Failure of the successful Bidder to comply with the requirements of paragraph 2.25 and/or 2.26 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.

SECTION 2: Part B SPECIAL INSTRUCTIONS TO THE BIDDER

(Note: In this Section where the term Proponent is used it refers to the Bidder and RFP as the Tender and are used inter-alia to refer to the same person or entity and document respectively).

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 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;
- (d) "Services" means any service which the Supplier is required to render to the Purchaser under the Contract;
- (e) "The Purchaser" means the Guyana Sugar Corporation Inc. (GuySuCo).
- (f) "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.

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 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 Technical Specifications shall specify what 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 meets all Standards stated in section 3.4 and Technical Specifications outlined in section 4.

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, replace the defective Goods or part thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the replaced Goods or part 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 Special Conditions of Contract. Bidders will indicate on the Bid

Form their preferred payment terms with due cognisance being given to credit facilities as per paragraph 2.21.

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and by shipping document 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 any one or more 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 its Schedule of Requirements. (Section 5 of this document).

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 imperiling time 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 Contract deduct from the Contract Price, as liquidated damages, a sum equivalent to one percent (1%) of the **delivered price of the delayed Goods** each week of delay until actual delivery or performance, up to a maximum deduction of ten percent (10%) of the delayed Goods contract price. Once the maximum is issued, 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.
- (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 this order 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 demonstrable 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 the 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 as specified by the Purchaser.

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 notice's effective date, whichever is later.

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

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

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

3.24 **Taxes and Duties**

A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Guyana.

Where goods are to be supplied by a foreign supplier, the purchaser shall be responsible for any import duties, taxes etc. incurred as a consequence of importing the goods into Guyana.

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

Where applicable Local VAT shall be paid by the Supplier in the first instance and to be shown on Invoice to the Purchaser. The Purchaser shall reimburse the Supplier the VAT charges as part of payments or at such time as negotiated between the parties.

3.25 **Delivery and Documents**

(a) **For Imported Goods:**

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or fax of the full details of the shipment including contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) Three (3) original and three (3) duplicate copies of the Supplier's invoice showing Goods description, quantity, unit price, total amount;
- (ii) Original and two (2) copies of the negotiable, clean, on-board bill of lading marked freight prepaid and one (1) copy on non-negotiable bill of lading;
- (iii) Copies of packing list identifying contents of each package;
- (iv) Insurance certificates;
- (v) Manufacturer's/Supplier's guaranty certificates;

- (vi) Inspection certificate, issued by the nominated inspection agency if required and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port and if not received the Supplier will be responsible for any consequent expenses.

(b) **For Domestic Goods:**

- (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 guaranty certificate;
- (iv) Inspection Certificate issued by a nominated inspection agency, and the Supplier's factory inspection report; and
- (v) Certificate of origin.

Note: Traceability : *For all Goods supplied, documentation must be provided to establish the traceability of the Goods back to the Production Plant. In the absence of traceability, the Purchaser may opt to reject the Goods or have samples from the consignment tested prior to acceptance; the cost of which shall be charged to the Supplier's account.*

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 paragraph 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 ____ 200_	Amendment #. ____, dated ____, 200_
Amendment #. ____, dated ____, 200_	Amendment #. ____, dated ____, 200_

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: _____

4.1 Definitions and Specifications

This tender seeks quotations for the supply of **New Factory made Self Colour Chains and Punt Hooks** and offers which do not conform to the Specifications as stated in Schedule 6.1 will be considered non-responsive.

Product Name

The Chains and Punt Hooks required by the Purchaser are for Field Use and in addition to their mechanical properties given in the Specifications, they shall have such rust protecting properties in-built in the composition of the steel that make same suitable for the intended use of the Purchaser. Offers from sources known to the Purchaser and for which Field Trials have proven same to meet the requirements shall have an acceptance advantage regardless of price.

Prior Knowledge

Where Chains and Punt Hooks are(is) offered from a source for which the Purchaser has no knowledge from prior trial use by the Purchaser **then that product may be considered non-responsive**. The Bidder may be asked to supply samples of such chains and/or Punt Hooks for trials to be carried out by the Purchaser without any obligation to the Purchaser. Subject to the results of such trials the product may be considered as responsive for a subsequent tender.

For this submission the Bidder needs to furnish as part of its bid details of the Production Source (Factory), Standards Accreditation of the Factory, Test Certificates (preferably from an Independent Standards verification Body) for similar products produced and the Text and Technical details of the Standards to which the product is produced. Where this information is not supplied such shall constitute grounds to reject the bid.

Important Note: The successful Bidder will be required to submit Load Test Data and Information and Standards Information (and Accreditation) for each of the Products tendered. Failure to supply this information may lead to cancellation of the order.

4.2 Schedule of Requirements

The Delivery Schedule and Detail Specifications for the requirement of Field Chains and Punt Hooks for 2010 is set out in **Section 5.1**. Unless otherwise stated deliveries are required not later than the last week of the month

specified. **The date given is the delivery date to Guysuco and the Supplier must take cognisance of the lead times required.** A bid carries with it implicit acceptance of the required delivery schedule and that this schedule will be adhered to as part of the Contract.

Changes may be effected with the Purchaser's agreement to facilitate shipping requirements should this prove desirable without changing the overall expenditure pattern. No change is to be effected without the agreement of the Purchaser.

4.3 **Country of Origin**

All bids should include the name and address of the manufacturer and the country of origin.

4.4 **Confirmation of Specifications**

The Bidder should provide documentation to prove that the products offered meet or exceed the published specifications of each product. Failure to provide acceptable documentation or to prove that the products meet or exceed the appropriate specifications will cause the bid to be declared non-responsive.

4.5 **Specifications**

See Appendix B and C.for specifications

Product from sources unknown to Guysuco would have to be tested by the Corporation.

4.5.1 **Liabilities**

The Chains and Punt Hooks required by the Purchaser are for use for towing (5/16”), Lifting (7/16”), and Joining (3/4”) and Hooking together (Punt Hooks). Implicit in the supply is Third Party liability for failure of the product arising out of poor quality and of product not meeting specifications being supplied.

SECTION 5 SCHEDULE OF REQUIREMENTS

5.1 Schedule of Required Deliveries

The Schedule of Required Deliveries is set out on **Schedule 5.1** together with the place of delivery and can be found in **Appendix A**.

5.2 Completion of Schedule Form

Schedule Forms 5.1 forms part of the Bid Forms (together with **Schedule 6A and 6B** and the Bid Security in Section 7) and must be submitted in duplicate. It is the responsibility of the Bidders to ensure that the forms are completed correctly and returned to the Company Secretary of the Purchaser as specified in paragraph 2.14.

Bidders are advised that completion of Schedule Forms 5.1 binds the successful Bidder to the relevant delivery schedule and that failure to meet the schedule or schedules may result in forfeiture of part or all of the Performance Guarantee specified in paragraph 3.6.

SECTION 6 BID FORM AND PRICE SCHEDULE

6.1 Bid and Price Schedules

There is one bid form and price schedule form.

- (1) Bid Form and Price Schedule 6A: - Bid Form and Price Schedule for Field Chains and Punt Hooks for 2010.

6.2 Completion of Documents and Forms

Bidders may make an offer against, one or more or all of the products required by the Purchaser and specified on the bidding form.

Bidders are advised that the requirements for each size of Chains will be treated as separate items and all bids for each product will be assessed separately from all bids for other products. There will be no linkage between items and each bid against each product will be assessed on its own merits.

Each form should be completed in duplicate (a photocopy of the original will suffice for the copy). All Forms must be signed and submitted, even where it is not desired to bid on a particular item. Failure to submit all three forms will result in a bid being ruled non-responsive.

6.3 No Bids

Where no bid is made then the words "no bid offered" should be written on the bidding form and price schedule.

6.4 Submission of Documents and Forms

The three completed bid forms, in duplicate, together with photocopied delivery schedule pages (Schedule Form 5.1) signed and attested in duplicate (paragraph 5.2) are to be submitted to the Guyana Sugar Corporation Limited as indicated in paragraph 2.13 together with a completed Bid Security Form, also in duplicate (Section 7) and any label detail as in paragraph 4.2 that the bidder may care to present.

6.5 Acknowledgement of Bid

There will be no acknowledgement 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.

SECTION 7

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 within21..... 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 ten percent (10%) of the value of the Contract price.
2. The Guarantor shall pay the Purchaser within21..... 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 thisday 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. Price in Appropriate Currency
4. Bid Validity
5. Payment Terms

PRODUCT SPECIFICATION AND SIZE	Quantities PER MONTH												TOTAL
	2 0 1 0												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<p>Chain Steel 5/16" CHAIN ELECTRIC WELD SELF COLOUR LINK 26.4mm X 12.7mm inside measurement Grade 80 (8mm x 24mm pitch x 13mm short link) Working Load 1.5MT Mimimum breaking load 6.6MT. Chain made to European Standards EN 818 – 2 OF 1996 or Equivalent. (See copy of Standards attached – only on Hard Copy Tender Documents)</p>						6,150 Feet							6,150 Feet
<p>Chain Steel 7/16" CHAIN ELECTRIC WELD SELF COLOUR LINK 1 1/4" x 5/8" inside measurement Grade 80 (10mm x 30mm pitch x 15mm inside) Working Load 3.15MT Mimimum breaking load 12MT. Chain made to European Standards EN 818 – 2 OF 1996 or Equivalent (See copy of Standards attached – only on Hard Copy Tender Documents)</p>					41	15,810 Feet							15,810 Feet

Schedule Form 6.1 con't
DELIVERY SCHEDULE FOR CHAINS AND PUNT HOOKS FOR 2010

PRODUCT SPECIFICATION AND SIZE	Quantities PER MONTH												TOTAL
	2 0 1 0												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Chain Steel 3/4" CHAIN ELECTRIC WELD SELF COLOUR Long LINK 3/4" Diameter x 3 31/32" x 1 1/8" approx. inside measurement Grade 80 (19mm dia. x 100mm pitch x 28mm long link) Minimum breaking load 45MT. Working Load 11.2MT Weight 8Kg/metre High Strength alloy steel chain for heavy duty towing requiring high strength and wear resistance Chain made to European Standards EN 818 – 2 OF 1996 or Equivalent. (See copy of Standards attached – only on Hard Copy Tender Documents)						1,925 Feet							1,925 Feet
Hooks ms for Cane Punt !" EYE ASTM A36 Steel or Equivalent Standards. As per dimensions of drawing attached. Overall 9"-229mm- x 6 1/4"-159mm- Working Load: 12,500Lbs; WEIGHT: 7lbs						1,810 Feet							1,050 Each

Bid Submitted By (Name of Company): _____

Address: _____

Telephone: _____ **Fax:** _____

Prepared By: _____ **Signature:** _____

Date: _____

Date: _____

Signature of this Schedule by an Accredited Representative of the bidder is taken as acceptance of the Delivery Schedule for the items bid for.

APPENDIX B

BID FORM AND PRICE SCHEDULE FOR CHAINS AND PUNT HOOKS FOR SECOND CROP 2010

Schedule Form 6A CON'T

DESCRIPTION SIZE	5/16" CHAIN	7/16" CHAIN	¾" CHAIN	PUNT HOOKS
TOTAL REQUIREMENT	6,150 Feet	15,810 Feet	1,925 Feet	1,050 Each
Specifications				
BRAND OFFERED				
COUNTRY OF MANUFACTURE				
LOCATION OF LOCAL WAREHOUSE FACILITY				
BID CURRENCY				
PRICE PER UNIT CIF				
TOTAL PRICE PER UNIT Del. Ogle.				
NUMBER OF UNIT OFFERED				
BID PRICE TOTAL				
PERIOD BID VALIDITY				

PAYMENT TERMS: _____

SUBMITTED BY (Name of Company): _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

BID PREPARED BY: _____ SIGNATURE: _____

DATE: _____

COMPANY STAMP: _____