



GUYANA SHORE BASE INC. PROCUREMENT OF GOODS AND/OR SERVICES INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

"Contract" means the legally binding document and any appendices, along with any Purchase Orders entered into by the Company and Contractor. The terms "Contract" or "Agreement" may be used interchangeably however they represent the same definition.

"Company" means the entity entering into a Contract with a Contractor.

"Contractor/ Consultant" means the supplier of the services and/or goods.

"Goods" means the materials to be supplied by the Contractor.

"Services" means the works; permanent and/or temporary, to be performed by the Contractor.

"Days" means calendar days; **"Months"** means calendar months.

"Bid Price" means the total cost for the execution of the works in accordance with the Bid/RFP Documents.

2. INTRODUCTION

2.1. Description of the Procurement

The Company identified in the Bid Data Sheet intends to procure the goods and/or services for the Installation of Cantilever Racks, at its GSB SE Warehouse, Houston.

The goods and/or services shall be in accordance with the Appendices stated. It is understood for the purposes of this tender and any contractual arrangement entered thereafter that the successful Bidder shall provide the services and/or goods that meet these requirements.

2.2. Eligibility and qualifications of Bidders

In order to be awarded a contract, Bidders should possess the technical and financial capability and capacity needed to perform the contract, should fulfil their tax and social insurance fund liabilities, should not currently be subject to a debarment penalty, and must comply with the specific eligibility and qualification requirements referred to in the Evaluation Criteria.

3. BIDDING DOCUMENTS

3.1. Clarification and Amendment of Bidding Documents

The Company will respond in writing (including by electronic mail) to any request for clarification of the bidding documents which are submitted to the e-mail address stated in the Bid Data Sheet within the period specified in the Bid Data Sheet (BDS). At the same time, the Company's response shall, without identifying its source of the request, be distributed to all bidders who have received the bidding documents from the Company.



At any time before the deadline for submission of bids, the Company may amend the bidding documents by issuing an Addendum and notifying it to the bidders.

4. PREPARATION OF BID

4.1. Language of Bid

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

4.2. Documents Included in Bid

The bid prepared by the Bidder should contain the requirements as outlined in Appendix A – Scope of Works and the Evaluation Criteria in this document to be submitted in accordance with these Instructions to Bidders.

4.3. Bid Price

The prices given in the Schedule of Price/ Rates shall include all activities required for performing the contractual obligations inclusive of but not limited to labor, materials, equipment, tools, transportation, storage, etc. Additionally, the bid price shall include all taxes, duties and the like, in accordance with the laws as specified in the Bid Data Sheet.

The prices offered by the Bidders shall remain fixed during the whole period of Contract performance unless there are Changes to the Terms of the Contract which shall be mutually agreed.

4.4. Bid and Payment Currency

The prices shall be indicated in the currency specified in the Bid Data Sheet.

4.5. Period of Validity of Bid

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

4.6. Format, Signing and Submission of Bid

The Bidder shall prepare an electronic copy of the bid, which shall be typed or written in indelible ink, and shall be signed and stamped by the Bidder, or by the person (persons) duly authorized to sign the bid in accordance with the power of attorney to be submitted with the bid. All pages of the bid where new information, modifications or erasures are entered shall be initialed (signed) by the person(s) signing the bid.

The bid contains no interlineations, erasures or overwriting, except in cases when the Bidder needs to correct errors which must be initialized by the person(s) signing the bid.

Bids shall be submitted to the e-mail address stipulated in the Bid Data Sheet.

The Letter of Tender shall be completed, signed, stamped and included in the Bid submission.



4.7. Deadline for Submission of Bids

Bids must be received by the Company at the e-mail address and within the periods specified in the Bid Data Sheet. All bids received by the Company upon the expiry of a period established for submission of bids as indicated by the Company shall be rejected.

4.8. Modification and Withdrawal of Bids

The Bidder may modify or withdraw his bid after the bid submission, provided that the Company will receive a written notice of modification, including substitution or withdrawal of bid until the expiry of the established period for submission of bids.

The Bidder shall submit its modification or withdrawal notice by electronic mail no later than the deadline for submission of bids.

4.9. Evaluation of Bids

During the evaluation of bids, the Company may, at its discretion, request the Bidder to provide clarification of his bid. The request for clarification and the response thereto shall be made in writing, and in that case no change in price or substance of the bid shall be sought, offered, or permitted.

The Company shall determine the responsiveness of each bid to the requirements of the bidding documents. For the purposes of this clause, a substantially responsive bid is one which satisfies all the indicated provisions without material deviation or reservation.

The Company shall evaluate and compare only the bids that are determined to be responsive to the bidding documents.

The Company may waive any minor nonconformity, or small mistake or inaccuracy in the bid which is not a material deviation from the requirements of the bidding documents, and such non-conformity or inaccuracy will not affect the bid evaluation.

To the extent feasible and appropriate, for the purposes of comparing bids, acceptable deviations shall be quantified in monetary terms and reflected in adjustments to the bid price (for the purposes only of comparison of bids).

Arithmetical errors shall be rectified in the following manner. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall be preferable. If the Bidder disagrees with such correction of errors, his bid shall be rejected.

4.10. Confidentiality and Contacting the Company

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

Any effort by the Bidder to influence the Procuring Entity's decision on bid evaluation and comparison, or contract award may result in the rejection of that Bidder's bid.



5. AWARD OF CONTRACT

5.1. Award Criteria

Subject to ITB Clause 4.3, the Company will award the Contract to the Bidder whose bid is determined to be substantially responsive to the requirements of the Request for Proposal, and who offered the Evaluated Bid with the lowest evaluated cost, provided that the Bidder has been determined:

(a) to be eligible pursuant to Clause 1.2,

(b) to comply with the schedule of requirements and qualification requirements, in accordance with Clause 1.2, and any technical requirements and technical evaluation criteria disclosed in the Request for Proposal.

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

The Company reserves the right, when entering a contract, to increase or decrease the quantity of goods and related services specified in the Scope of Works, by the percentage indicated in the Bid Data Sheet, no change in the unit price or other conditions shall be made.

5.3. Notification of Award

The Bidder whose bid is accepted will be notified of the Award of Contract by the Company prior to the expiration of the bid validity period.

The notice of acceptance shall be equal to entering into a Contract, provided that the Bidder furnishes the performance security, if applicable, and the signed Contract.

5.4. Signing of Contract, Insurances and Bonds

At the same time as the notification of award, the Company will send the successful Bidder the Form of Contract contained in the Request for Proposal. The successful Bidder shall sign and date the Contract and return it to the Company within seven (7) days of receipt of notice of award.

Together with the signed Contract, the Bidder shall, if required to do so, furnish the Company with the insurances and bonds in the amount(s) and form specified in the Bid Data Sheet.

If the successful Bidder fails to furnish the insurances and bonds, if required to do so, or within the 7 (seven) days fails to return the Contract signed by him, then it shall be a sufficient ground to refuse the Award of Contract. In that case the Company shall award the Contract to the next lowest evaluated Bidder, subject to the right of the Company to reject all bids.

5.5. Corrupt and Fraudulent Practices

The Company requires that Bidders observe the highest standards of ethics during the procurement of such contracts. In pursuance of this policy, the Company:

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

(b) will declare the bidder, for indefinite or specified period of time, to be ineligible to participate in Company biddings.



Bid Data Sheet (BDS)

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

ITB Number	Particular Instruction(s) to ITB Clause
2.1	The Company: Guyana Shore Base Inc. Lot 'A' Plantation Houston District Georgetown, Guyana. Telephone: +592-227-2380 +592-227-2381 E-mail(s): tenders@gysbi.com
3.1	E-mail address for request for clarification: (1) tenders@gysbi.com and (2) glenn.pasley@gysbi.com Time for Company to respond to request for clarification(s): 3 day(s)
4.1	Language of Bid: English
4.4	Currency of Bid: Guyana Dollars
4.5	Bid validity period: 90 day(s)
4.6	E-mail address for bid submission: tenders@gysbi.com
5.2	When entering into a Contract the Company reserves the right to increase or decrease quantities, without consideration of a change in unit rate or price, up to twenty percent (20%)
5.4	Insurances: as specified in the relevant sections of the Special Conditions of Contract. Bonds: as specified in the relevant sections of the Special Conditions of Contract.



ITEM	EVALUATION CRITERIA
	LOCAL CONTENT EVALUATION (MANDATORY)
1.0	Tenders must show compliance with Local Content Act and proof as a Guyanese registered business.
1.1	Business Registration Documents: Provide Business Registration or Company Number (As per the Certificate of Business Registration), Date of Registration or Incorporation, Company Tax Identification Number, Business or Company NIS Number, Owners Details (ID Number, TIN, NIS) Partnering Businesses or Companies Details (Owner, TIN, NIS)
1.2	UBO: Provide Ultimate Beneficial Ownership Chart. What percent of the business or company is beneficially owned by Guyanese Nationals (Citizens of Guyana) 51% Guyanese beneficial ownership required.
1.3	Management: What percent of Executive and Senior Management positions within the business, or company is held by Guyanese Nationals (Citizens of Guyana) 75% Senior Management (Guyanese National) is required.
1.4	Workforce: What percent of non-Managerial and other positions within the business, or company is held by Guyanese Nationals (Citizens of Guyana) – 90% Guyanese National is required How many persons are employed full-time with the business or company? How many Guyanese nationals are employed full-time with the business or company? How many persons are employed part-time with the business or company How many Guyanese nationals are employed part-time with the business or company
	TECHNICAL EVALUATION
2.0	Tenderers understanding of the project and a demonstration that the Tenderer has the knowledge, experience, and expertise to perform the services.
2.1	Reputation & Compliance to Standard: Demonstrate a good reputation for reliability and delivery with access to all specialist expertise needed to perform the works. Provide any project attracting any litigation.
2.2	Experience: Did the bidder offer evidence of experience with projects of a similar technical level: Provide Details of three (3) projects of similar nature that were completed within the last 3-5 years.



2.3	SoW Understanding: Assessment of Tenderers Method Statement demonstrating understanding of the scope of work. Provide detail method statement capturing the scope of works inclusive erecting and anchoring the assembled sections onto the floor and installation of the cross ties. (Job Safety Analysis to complement the Method Statement)
	RESOURCES (PERSONNEL, MANPOWER, EQUIPMENT)
3.0	Tenderers to facilitate analysis of their organization and associated resources available, future workload and total manpower.
3.1	Organization: Organizational Chart of its proposed team identifying activities and organizational structures for all phases of the Scope of Work. Provide detailed Organizational Chart.
3.2	Future Workload: Tenderer is requested to advise confirmed future workload, anticipated future workload and work currently being bid in terms of value and manpower. Provide list and status (%complete) of ongoing works and works tendered for in Public and Private Sector.
3.3	Manpower: Bidder to state that they have sufficient, suitably experienced resources available – (CVs to be provided with proof of employment or affidavit of support):
3.3.1	Supervisor (Full-time presence): a. Relevant trade certification with minimum 3 years' experience. b. Must be fluent in spoken & written English
3.3.2	Tradesmen: a. Relevant trade certification. b. Must be fluent in spoken and written English.
3.3.3	QHSSE Supervisor: a. Minimum bachelor's degree in occupational safety & health (OHS), Health Science, Environmental Science/Studies, Engineering, or related field or certification in NEBOSH, IOSH, BSC, NVQ Level 3, IRCA, or equivalent. Membership in an international OSH body (IIRSM, BCSP, IOSH, etc.) is also accepted along with minimum 3 years of experience in a related role. b. Must be fluent in spoken and written English.
3.4	Equipment: Provide evidence of ownership/rental agreement of certified equipment (where applicable) to be used for the works same to be stamped by a Commissioner of Oaths. Key equipment:



3.4.1	a. 1 nr. - Forklift (Certified)- Minimum reach height 3.3m.
3.4.2	b. Ladder(s) or scaffold as deemed necessary. Scaffold must be certified for use & ladders fit for purpose.
3.4.3	c. All hand tool/ devices must be tethered when working at height.
PROGRAMME CRITERIA & QUALITY CONTROL	
4.0	Tenderers to facilitate analysis of Quality Assurance plan, Work Programme and Planning.
4.1	Quality Assurance: Bidder to offer sufficient evidence of experience with completing quality projects within timescales and budgets? Bidder to provide list of past projects within last 5 years capturing: a. Client and contact information b. Was the project completed within budget? Contract Cost vs. Final Cost c. Was the project completed on time? Initial completion date vs. actual completion date.
4.2	Works Programme: Is the bidder able to complete the work within the required timelines? Does the work programme submitted reflect pragmatism, general knowledge of the required scope and the work environment? Bidder to submit detailed Work Programme inclusive of the installation of the racks, testing and final inspection.
4.3	Quality Plan: Assessment of the procedure in place to guarantee the quality control of the Works. Provide a Quality Control Plan.
HSSE EVALUATION- SECTION 5	
5.0	Work programme evaluation in terms of overall organization, experience and specific knowledge of this type of activities and environment.
5.1	HSSE Policy and Procedures: Evidence of robust Contractor HSSE policies, procedures and reporting in place, and alignment with GYSBI HSSE requirements. Provide evidence of HSSE Policy, manual, and mechanism to ensure safe work.
5.2	HSSE Approach: Approach to the management of HSSE issues, including a good track record in HSSE.



	This includes but is not limited to training/certification for personnel where required and following industry expected levels of HSSE conformance and compliance considering the nature of the specific project.
	FINANCIAL ANALYSIS
6.0	Analysis of the Commercial aspects of the tender
6.1	Provide Tender Price (including all costs)
6.3	Does the Bidder accept the Draft Contract Payment Terms?



LETTER OF TENDER

NAME OF CONTRACT: _____

TO: **Guyana Shore Base Inc.**

We have examined the Instruction to Bidders, Conditions of Contract, Scope of Works, Specifications, Drawings, QHSSE Requirements and Policies, Schedules including the Schedule of Prices/ Rates/ Bill of Quantities, the Contract Data and Addenda Nos _____ for the above-named Contract and the words and expressions used herein shall have the meanings assigned to them in the Conditions of Contract. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender/ RFP which includes all these documents, for the sum of

[currency and amount in figures]

[currency and amount in words]

This amount is based on estimated quantities and subject to remeasurement in accordance with the terms of the Contract. The actual amount payable shall be determined by the measured quantities of work executed and valued at the unit rates



set out in the Bill of Quantities, or such other amount as may be determined in accordance with the Contract.

We agree to abide by this Tender until _____ and it shall remain binding upon us and may be accepted at any time before that date.

If this offer is accepted, we will provide the specified Bonds and Insurances, commence the Works as soon as is reasonably practicable after the Effective Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a Contract Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

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

Signed by: _____ in the
capacity of _____ duly authorized to sign
tenders for and on behalf of _____

Address: _____

Date: _____