

STANDARD BID SOLICITATION DOCUMENT

GOVERNMENT OF GUYANA



Guyana Revenue Authority

200-201 Camp Street, Georgetown, Guyana

PROCUREMENT GOODS & RELATED SERVICES

(RETENDER)

Supply and Delivery of Microsoft -Dynamics 365
Software, On-Premise, Guyana Revenue Authority
Headquarters (GRA H/Q), Georgetown, Region #4.



VALUED G\$15 Million and above

(May, 2024)



Preface

This Standard Bidding Document (SBD) was prepared by the National Procurement and Tender Administration Board (NPTAB) for use by all Procuring Entities for the procurement of works in accordance with the relevant sub-sections of the Procurement Act 2003, Chapter 73:05. The procedures and methods presented in this document were developed on the basis of practical experience and are mandatory for use in the procurement carried out in whole or in part from the state funds in accordance with the provisions of the Procurement Law.

In the preparation of the bidding documents for each individual procurement, the SBD groups the provisions that are intended to be used unchanged in “the Instructions to Bidders”, “the General Conditions of Contract” and “The Evaluation Criteria”, unless written approval is granted by the NPTAB.

Data and provisions specific to each procurement should be included in the Bid Data Sheet, the Special Conditions of the Contract, Technical Specifications (including any drawings and plans) and Bill of Quantities. The standard applicable forms are listed in the table of contents and in the relevant sections herein.

For additional information on this Bid Document, please contact:

Guyana Revenue Authority
Telephone number: 592-227-6060
Ext 4503, 4511 or 4518

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INVITATION FOR BIDS (IFP)

NATIONAL PROCUREMENT
& TENDER ADMINISTRATION

24 APR 2024

APPROVED

1. **Guyana Revenue Authority** hereinafter referred to as "the Procuring Entity", invites eligible bidders to submit their Bids for the outlined category – **"Supply and Delivery of Microsoft –Dynamics 365 Software, On-Premise, Guyana Revenue Authority Headquarters (GRA H/Q), Georgetown, Region #4"**.
 2. The bid document may be obtained and be examined by any interested bidder. Bid documents can be obtained free of charge on the Guyana Revenue Authority's official website, using the following URL: <https://www.gra.gov.gy/request-for-proposal-for-supply-and-delivery-of-microsoft-dynamics-365-software-on-premise-guyana-revenue-authority-headquarters/>
 3. All bidders should submit their Bids together with the Bid security for **2% of bid Price** no later than **09:00 hours on May 21, 2024**.
 4. At the address below:
The Chairman
National Procurement and Tender Administration Board
Ministry of Finance
49 Main & Urquhart Streets
Georgetown
- All late Bids will be rejected and returned to bidders, unopened.
5. Bids shall be valid for one hundred and twenty days (120) after the date of Bid opening.
 6. Bids will be opened by the National Procurement and Tender Administration Board (NPTAB) in the presence of bidders' representatives who wish to attend at **09:00 hours on May 21, 2024**, at the address: National Procurement and Tender Administration Board (NPTAB), Ministry of Finance, 49 Main and Urquhart Streets, Georgetown, Guyana, or may request a video link from npta.procurement@finance.gov.gy

Representative of Procuring entity

/Full name/



**SCAN THE QR CODE BELOW TO ACCESS THE
TENDER OPENING PROCESS VIRTUALLY
VIA MICROSOFT TEAMS
(TUESDAYS)**



<https://bit.ly/390kC5N>

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Description of the Procurement

The Procuring Entity identified in the *Bid Data Sheet* intends to procure the goods identified in the *Bid Data Sheet* and in the Schedule of Requirements.

2. Eligibility and qualifications of Bidders

- 2.1 In order to be awarded a procurement contract, bidders should possess the technical and financial capacity needed to perform the contract, should fulfill their tax and social insurance fund liabilities in Guyana, and should not currently be subject to a debarment penalty, and must comply with the specific eligibility and qualification requirements referred to in the *Bid Data Sheet and Evaluation Criteria*.
- 2.2 The bidders should not have conflicts of interest, including involvement in more than one Bid in this proceeding, should not be associated nor have been associated in the past, directly or indirectly, with any agency or any of its representative(s), affiliate(s), that have been engaged by the Procuring Entity to provide consulting services at the preparation stage of the Bid, technical specifications and other documentation that are subject to be used in the procurement of goods which must be purchased in accordance with the Invitation for Bids. In case when the indicated facts are discovered, the Bidder's Bid shall be rejected.

B. Bid

3. Clarification and amendment of Bid

- 3.1 The Procuring Entity, in not more than three (3) working days, will respond in writing or electronic mail to any request for clarification of the bidding documents to be received in writing or electronic mail not later than seven (7) days before the expiry of a deadline for submission of Bids. At the same time, the Procuring Entity's response shall without identifying its source of the request, be distributed to all bidders who have received the bidding documents from the Procuring Entity.
- 3.2 At any time before the deadline for submission of Bids, the Procuring Entity may amend the Bid by issuing an Addendum and notifying it to the bidders.

C. Preparation of Bid

4. Language of Bid

- 4.1 The Bid prepared by the Bidder, as well as all correspondence and documents

related to that Bid and exchanged by the Bidder and the Procuring Entity shall be written in the language *specified in the Bid Data Sheet*.

5. Documents Included in Bid

- 5.1 The Bid prepared by the Bidder should contain the Form of Bid, the Price Schedules and the other documents to be submitted in accordance with these Instructions to Bidders, Bid Data Sheet and Evaluation Criteria.

6. Bid Price

- 6.1. Subject to the choice of INCOTERMS as indicated in the Bid Data Sheet, the prices given in the Price Schedule shall include all transportation costs to the destination point indicated in the Contract, all taxes, duties, payments collected, in accordance with the laws of Guyana and delivery related and other costs on performing of contractual obligations.
- 6.2. The prices offered by the Bidders shall remain fixed during the whole period of Contract performance and shall not be modified in any circumstance.

7. Bid and Payment Currency

- 7.1 The prices shall be indicated in Guyana Dollars, unless otherwise specified in the *Bid Data Sheet*.

8. Bid Security

- 8.1 Unless otherwise provided in the *Bid Data Sheet*, the bidder shall furnish, as part of his Bid, an original Bid Security, in the form, currency and amount specified in the *Bid Data Sheet* with a validity period for not less than two (2) weeks upon the expiry of the Bid validity period and in accordance with the specified form.
- 8.2 The Bid security may be forfeited, if the Bidder:
- (a) withdraws his/her Bid after it is opened during the period of validity specified in the Bid; or,
 - (b) having been awarded the contract fails:
 - (1) to sign the contract on the terms and conditions provided in his Bid;
 - or
 - (2) to furnish the Performance Security, if required to do so.

9. Period of Validity of Bid

- 9.1 Bids shall remain in force during the period specified in the *Bid Data Sheet* after the

date of Bid opening.

10. Format, Signing and submission of Bid

10.1 The Bidder shall prepare an original Bid which shall be completed in writing in indelible ink and shall be signed by the Bidder, or by the person (persons) duly authorized to sign the Bid in accordance with the power of attorney and 2 (two) exact electronic PDF copies of the Bid on Flash Drive, to be submitted with the Bid. All pages of the Bid where new information, modifications or erasures entered shall be initialed (signed) by the person or persons signing the Bid. In the event of discrepancies between them, the original shall prevail.

10.2 The Bid shall contain no interlineations, erasures or overwriting, except the cases when the Bidder needs to correct errors which must be initialed by the person or persons signing the Bid.

10.3 The Bidder shall seal the original and Electronic PDF copy of the Bid in different envelopes, marking them “ORIGINAL” and “COPY”, as appropriate. The envelopes shall then be sealed in an outer envelope.

10.4 The envelope shall:

(a) be addressed to the **Chairman, National Procurement & Tender Administration Board (NPTAB), 49 Main & Urquhart Streets, Georgetown** (the address specified in the Invitation for Bids);

(b) **bear the Invitation – “Supply and Delivery of Microsoft –Dynamics 365 Software, On-Premise, Guyana Revenue Authority Headquarters (GRA H/Q), Georgetown, Region #4”**

the words: “DO NOT OPEN BEFORE,” 09:00 hours on May 21, 2024.

11. Deadline for Submission of Bids

11.1 Bids must be received by the Procuring Entity at the address and within the periods specified in *the Bid Data Sheet*. All Bids received by the Procuring Entity upon the expiry of a period established for submission of Bids as indicated by the Procuring Entity shall be rejected and returned to the Bidder unopened.

12. Modification and Withdrawal of Bids

12.1 The Bidder may modify or withdraw his Bid after the Bid’s submission, provided that the Procuring Entity will receive a written notice of modification, including substitution or withdrawal of Bid until the expiry of established period for submission of Bids.

- 12.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and sent in accordance with the provisions of ITB Clause 10. In that case the outer and inner envelopes will be additionally marked as "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate. A withdrawal notice may also be sent by email with a subsequent written confirmation not later than the deadline for submission of Bids.

E. Opening and Evaluation of Bids

13. Opening of Bids

- 13.1 The Procuring Entity will open all Bids in the presence of bidders' representatives who wish to attend, at the time, on the date, and at the address specified in the *Bid Data Sheet*. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 13.2 The bidders' names, Bid prices, including alternatives (if alternatives permitted), information on the presence or absence of required Bid security, information on the presence (absence) of tax debts and debts of social insurance payments will be announced at the opening. No Bid shall be rejected at the opening, exclusive of late Bids and unidentified Bids to be returned to the Bidder unopened.
- 13.3 Bids and modifications sent pursuant to ITB Clause 12.2 that are not opened and read out during the Bid opening shall not be accepted for further evaluation, regardless of circumstances.

14. Evaluation of Bids

- 14.1 During the evaluation of Bids, the Evaluation Committee may, at his 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.
- 14.2 The Evaluation Committee shall determine the responsiveness of each Bid to requirements of the bidding documents. For the purposes of this Clause a substantially responsive Bid is one which satisfies all the indicated provisions without a material deviation or reservation.
- 14.3 The Evaluation Committee may regard a tender as responsive if it contains any minor deviations, that do not materially alter or depart from the characteristics, terms and conditions and other requirements of the Bid solicitation documents, or if it contains errors or oversights that are capable of being corrected without touching the substance of the tender. To the extent feasible and appropriate, for the purposes of comparing Bids, acceptable deviations shall be quantified in monetary terms, and reflected in adjustments to the Bid price (for the purposes only of comparison of Bids).

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

14.5 The Evaluation Committee shall evaluate and compare only the Bids that are determined to be responsive to the Bid Solicitation Document.

15. Confidentiality and Contacting the Procuring Entity

15.1 No Bidder shall contact the Procuring Entity on any matter related to 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.

15.2 Any effort by the Bidder to influence the Procuring Entity's decision on Bid evaluation and comparison, or contract award may result in the rejection of that Bidder's Bid and subjected to debarment in accordance with Sub-section II of the Procurement Regulations.

F. Award of Contract

16. Award Criteria

16.1 Subject to ITB Clause 18, the Procuring Entity will award the Contract to the Bidder whose Bid is determined to be substantially responsive to the requirements of the Bid solicitation document, and who offered **the Lowest Evaluated Bid**, provided that the Bidder has been determined:

(a) to be eligible pursuant to Clause 2;

(b) to comply with qualification requirements, in accordance with Clause 2, and any technical requirements and evaluation criteria disclosed in the Bid solicitation documents.

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

17.1 The Procuring Entity reserves the right, when entering into a contract, to increase or decrease the quantity of goods and related services specified in the Schedule of Requirements, by the percentage indicated in the *Bid Data Sheet*, no change in the unit price or other conditions shall be made (an increase or decrease of quantity **not exceeding 10 percent variation**)

18. Procuring Entity's Right to Accept Any Bid and to Reject All Bids

- 18.1 The Evaluation Committee reserves the right to accept or reject any Bid or all Bids, and to cancel the bidding process at any time prior to award of contract, without thereby incurring any liability to Bidders and without being required to inform the Bidder or Bidders of reasons of such actions.

19. Notification of Award

- 19.1. The Bidder whose Bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the Bid validity period.
- 19.2. The notice of acceptance shall be given to the successful Bidder within fourteen (14) days of the award of contract.
- 19.3. At the same time that the Procuring Entity notifies the successful Bidder in accordance with sub-clause (1), the Procuring Entity will notify all other Bidders of the name of successful Bidder, and his Bid price.

20. Signing of Contract and performance security

- 20.1 The Procuring Entity will send the successful Bidder the Form of Contract contained in the Bid solicitation document. The successful Bidder shall sign and date the Contract and return it to the Procuring Entity within seven (7) days of receipt of notice of award.
- 20.2 Together with the signed Contract, the Bidder shall, if required to do so by the *Bid Data Sheet*, furnish the Procuring Entity with a Performance Security in the amount and form specified in the *Bid Data Sheet*.
- 20.3 If the successful Bidder fails to furnish the performance security, if required to do so, or within seven (7) days fails to return the Contract signed by him, then it shall be a sufficient ground to refuse the award of Contract, and to forfeit the Bid security. In that case the Procuring Entity shall award the Contract to the next lowest evaluated Bidder, subject to the right of the Procuring Entity to reject all Bids.

21. Settlement of disputes

- 21.1 To settle the disputes which may arise during the execution of Contract, the parties shall follow the procedure referred to in the *Bid Data Sheet*.

22. Corrupt and Fraudulent Practices

- 22.1 The Evaluation Committee requires that Bidders observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this

policy, the Procuring Entity:

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

(b) refer the matter to the Public Procurement Commission (PPC) in accordance with the provisions of Procurement (Suspension and Debarment) Regulations 2019.

23. Compliances

23.1 Bidder must submit valid certificates of compliances from Guyana Revenue Authority (GRA), National Insurance Scheme (NIS), and VAT Registration (*applicable to local bidders only*).

24. Defects Liability:

24.1 The “Defects Liability Period” for the goods and related services is **one (1) year** from the date of taking over possession or such other period as may be specified in the Bid Data Sheet. During this period, the supplier will be responsible for rectifying any defects or replacement of goods free of cost to the Procuring Entity.

BID DATA SHEET (PDS)

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

Item No.	
ITB 1.1	<p>Guyana Revenue Authority 200/201 Camp Street Tel. No. 227 – 8222 Ext 4503, 4511 or 4518.</p> <hr/> <p>The subject of the procurement is: “Supply and Delivery of Microsoft –Dynamics 365 Software, On-Premise, Guyana Revenue Authority Headquarters (GRA H/Q), Georgetown, Region #4”</p>
ITB 2.1	To qualify for award of the Contract, the bidders shall meet the following minimum qualification criteria: Submit GRA & NIS Compliances (applicable to local bidders only), meet the specified Evaluation Criteria (pg.48) match the technical specifications (pg.23)
ITB 4.1	Language of Bid - English.
ITB 6.1	The price quoted by bidders shall be on the basis of services provided.
ITB 7.1	Currency of Bid: Guyana Dollars applicable to bidders within Guyana or United States Dollars (USD) applicable to international bidders.
ITB 8.1	A bid security of 2% must be provided
ITB 9.1	The period of validity of Bid: One hundred and twenty days (120).
ITB 11.1	<p>Deadline and place for submission of Bids at: The Boardroom, Chairman of the National Procurement and Tender Administration Board, 49 Main and Urquhart Streets, Georgetown at: 09:00 hours on May 21, 2024.</p>
ITB 13.1	<p>Time and place for opening of Bid: Chairman, National Procurement and Tender Administration Board, 49 Main and Urquhart Streets, Georgetown. At 09:00 hours on May 21, 2024.</p> <div style="border: 1px solid blue; padding: 5px; width: fit-content; margin-left: auto; margin-right: auto;"> <p style="text-align: center; color: blue; font-weight: bold;">NATIONAL PROCUREMENT & TENDER ADMINISTRATION</p> <p style="text-align: center; color: blue;">19 APR 2024</p> <p style="text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">APPROVED</p> </div>
ITB 17.1	Increase or decrease in the quantity of goods and services not exceeding 10% in accordance with ITB Clause 17.1
ITB 20.2	A performance security may be required in cases where the supplier is given an advanced payment. Performance Security must be in the form of a Bank Guarantee or a bond from an Insurance company licensed by the Bank of Guyana, or relevant financial institution in the case of international bidders.
ITB 21.1	Disputes that may arise in the performance of the contract shall be settled in accordance with the applicable Laws of Guyana.
ITB 24.1	The duration of the warranty period is in keeping with the Manufacturer warranty stated on the quotation.



GENERAL CONDITIONS OF CONTRACT (GCC)

The General Conditions are the Standard General Conditions of Contract. No alteration shall be made on the pages of these Conditions. The Procuring Entity, when amending or supplementing the General Conditions of Contract should do so only in the Special Conditions of Contract. Any amendment or addenda of the General Conditions of Contract shall conform to the legislation of Guyana.

1. Definitions and application

1.1 This **Contract lists** below the terms that have the following interpretation:

- (a) **"Contract"** means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Form of Contract signed by the parties, including all attachments and appendices thereto and all the documents referenced therein.
- (b) **"Contract Price"** means the price payable to the Supplier under the Contract for complete and proper performance of his contractual obligations.
- (c) **"Goods"** means the item (s) referred to in the Schedule of Requirements contained in the Bid Solicitation Document.
- (d) **"GCC"** - means the General Conditions of Contract contained in this Section.
- (e) **"SCC"** - means the Special Conditions of Contract.
- (f) **"Procuring Entity"** – means the Procuring entity carrying out the procurement of Goods, specified in the SCC.
- (g) **"Supplier"** – means an individual or legal entity, or a combination of any abovementioned forms which operate under the existing agreement as a joint venture and supply the Goods and Services under the Contract.
- (h) **"Day"** –means calendar day.

1.2 The General Conditions of Contract shall apply in the procurement of goods; the specific amendment, addition and alteration shall be indicated in the Special Conditions of Contract.

1.3 Warranty requirements are as may be specified in the Special Conditions of Contract.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The contract shall be read as a whole.

3. Performance Security

- 3.1 If required by the SCC, within seven (7) days of receipt of notification of award, the successful Bidder shall furnish the Procuring Entity with the performance security the amount and form of which are indicated in the SCC.

4. Packing

- 4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to final destination specified in the Contract, and as may be required by the Special Conditions of Contract.

5. Delivery, Transportation, Mobilization Advance

- 5.1 The Supplier must deliver the Goods within the periods and to the Destination point indicated in the Schedule of Requirements and shall provide the documentation indicated in the SCC. Subject to the SCC, transportation of the Goods to the place specified by the Procuring Entity shall be carried out and paid by the Supplier and related costs shall be included in the Contract Price.

6. Payment

- 6.1 The payment to the Supplier for the Goods delivered shall be made in accordance with the Contract in the form and within the periods specified in the SCC.
- 6.2 If the Procuring Entity does not pay the Supplier the sum due within the periods specified in the Contract, in that case the Procuring Entity shall pay the Supplier [interest at the rate specified or determined pursuant to the Special Conditions of Contract].

7. Prices

- 7.1 Prices established by the Supplier in the Contract for goods delivered shall not vary from the prices quoted by the Supplier in his bid.

8. **Assignment**

8.1 The Supplier shall not assign, in whole or in part, his obligations under the Contract to a third party for the execution without the Procuring Entity's prior written consent.

9. Delays in the Supplier's Performance and liquidated damages

9.1 Delivery of the Goods shall be carried out by the Supplier, in accordance with the schedule indicated by the Procuring Entity in the Schedule of Requirements.

9.2 Except for provided under GCC Clause 13, the delay in the Supplier's performance of their delivery obligations shall render the Supplier liable for payment of liquidated damages in the amount specified in the SCC, unless an extension of time is agreed upon by the parties without application of liquidated damages. Once the maximum deduction specified in the SCC is reached, the Procuring Entity may consider termination of the Contract, in accordance with Clause 10 of the General Conditions of Contract.

10. **Termination**

10.1 The Procuring Entity, without detriment to any other sanctions of infringement of the provisions of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver a portion or all of the Goods within the periods provided for in the Contract, or within an extension period of that Contract, or to perform any of his obligations under the Contract.
- (b) if bankruptcy procedures are applied to the Supplier, or it is declared insolvent.

- (c) if the Supplier, in the Procuring Entity's opinion, has engaged in corrupt, fraudulent, collusive or coercive practices when entering into or executing the Contract.
- (d) If the Procuring Entity deems that continued implementation of the contract would no longer be expedient from the standpoint of the public interest.

10.2 The notice of termination shall specify the reason of termination, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

10.3 Notwithstanding clauses 9 and 10.1(d), the Supplier shall not forfeit their performance security, and shall not be liable for payment of liquidated damages, or termination for default, if delay in executing the Contract or failure to perform obligations under the Contract is the result of an event of force majeure. When force majeure arises, the Supplier shall promptly notify the Procuring Entity in writing of such circumstance and its causes.

10.4 When the contract is terminated in accordance with clause 10.1(d), the Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

11. Settlement of Disputes

11.1 If any dispute or disagreement arises between the Procuring Entity and the Supplier

for the Contract or in connection with it, the parties shall make every effort to resolve the dispute or disagreement amicably by mutual consultation.

11.2 If during twenty one (21) days, the parties failed to resolve their dispute or disagreement by mutual consultation; either the Procuring Entity or the Supplier may send the other party the notice of intent to commence arbitration, if an arbitration is incorporated in the Contract in the Special Conditions of Contract or otherwise agreed by the parties, or in the Court of General Jurisdiction if no arbitration is envisaged, and no arbitration or litigation in respect of that matter may be commenced unless such notice is given.

Any dispute or disagreement in respect of which the notice of intent is sent to commence trial shall be heard by the [Court of General Jurisdiction].

11.3 Notwithstanding any reference to dispute settlement herein, the parties shall continue to perform their obligations under the Contract, unless they agree otherwise.

12. Applicable Law

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

13. Formal Communication between the Procuring Entity and the Supplier

13.1 Any notice given by one party to the other pursuant to the Contract shall be in force if it is done in writing and sent at the address of other party in the SCC.

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

14. Taxes and Duties

14.1 The Supplier shall be fully responsible for all taxes, duties, license taxes, etc., levied

in accordance with the legislation of Guyana, and subject to the application of INCOTERMS in accordance with the SCC.

15. **Retention**

15.1 No retention shall be applied on consumables, but warranties, guarantees and expiry dates to apply.

15.2 Retention on fixed assets shall be determined by the procuring entity on a case-by-case basis.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

**NATIONAL PROCUREMENT
& TENDER ADMINISTRATION**
 19 APR 2024
APPROVED

GCC Clause No.	Special Conditions of Contract
1.1	<p>Definitions</p> <p>The Procuring Entity is Guyana Revenue Authority, 200/201 Camp Street, Tel. No. 227 – 8222 Ext. No. 4503/4511/4518</p> <p>The Supplier is: <i>(indicate full name, legal address, phone, fax and e-mail of Supplier)</i></p> <p>The Subject of procurement: “Supply and Delivery of Microsoft –Dynamics 365 Software, On-Premise, Guyana Revenue Authority Headquarters (GRA H/Q), Georgetown, Region #4”,</p>
3.1	<p>[The amount and form of Performance Security (it should not exceed ten (10) percent of the Contract price)</p> <p>Only bidders that meet the technical requirements will be shortlisted to participate in the final selection.</p>
4.1	<p>Packing - Not applicable</p>
5.1	<p>Delivery, Transportation</p> <p>The following documentation is to be provided by the Supplier to the Procuring Entity:</p> <p style="padding-left: 40px;">(1) Warranty certificate of Manufacturer or Supplier;</p> <p style="padding-left: 40px;">(2) Inspection certificate issued by the authorized inspection service, and the supplier's factory inspection report (if any);</p> <p style="padding-left: 40px;">(3) Certificate of Quality</p> <p><i>[The above list may be modified or supplemented to reflect the particular circumstances and nature of the procurement, such as a Manufacturer's Authorization in accordance with Annex 13].</i></p>
6.1	<p>Payment</p> <p>50% Advance Payment 30% Balance of payment upon completion of the delivery 20% on testing and acceptance and installation.</p>



9.2	Liquidated Damages Applicable rate of maximum deduction 5% of contract price for untimely execution of order.
11.2	Settlement of Disputes Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.



SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as days specifies hereafter the date of delivery to destination point. In column "the delivery schedule", the Procuring Entity shall indicate the date from which schedule starts. It should be either the date of award, or the date of signing of Contract, or the date of opening of letter of credit, or the date of confirming the letter of credit (subject to circumstances). The Form of Bid shall specify only reference to that schedule.

Item No.	Brief Description of Goods	Quantity	Place of Delivery	Delivery Schedule <u>Maximum of one (1) year</u> from date of contract signing
1	Delivery and functional implementation of the Microsoft –Dynamics 365 Software, On-Premise	1	Guyana Revenue Authority	



[Handwritten signature]

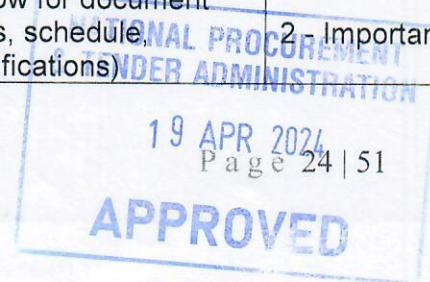
TECHNICAL SPECIFICATIONS

Supply and Delivery of Microsoft –Dynamics 365 Software, On-Premise, Guyana Revenue Authority Headquarters (GRA H/Q), Georgetown, Region #4.

Functional Requirements Grid			
Function	Sub-Function	Description	Priority
System Design	Structure and Data Management		
		Supports multi-company structure with system-wide cross-company data management and visibility	2 - Important
		Supports centralized master file records (e.g. customers, suppliers) across multiple companies	3 - Critical
		Supports creation of unlimited custom fields	3 - Critical
		User defined data field control (e.g. mandatory, optional, data validation)	3 - Critical
		Data import and export to transaction or master records (e.g. Excel, CSV)	3 - Critical
		Drill up/down to linked records (source transactions)	3 - Critical
		Printing functionality and export to pdf	3 - Critical
		Capable of Data Validation	3 - Critical
System Design	Security		
		Configurable security based on specific parameters (e.g. company, module, field, role and user) for all records, functions and reports	3 - Critical
		Controls on financial elements (changes to terms, credit approval, write off, GL entries)	3 - Critical
		Audit tracking of all data (master files, transactions, original, revised, user, date and time stamp).	3 - Critical
System Design	Reporting and Analysis Tools		



		Role-based dashboards and graphical KPIs (e.g. charts, graphs, lists) for each department	3 - Critical
		End user query tools (e.g. quick search)	3 - Critical
		End user reporting tools for designing or modifying operational reports	3 - Critical
		End user reporting tools for designing or modifying financial reports	3 - Critical
		Automated report generation and distribution scheduling tools	3 - Critical
		Reports can be generated or exported cleanly (formatted) in Excel and PDF	3 - Critical
System Design	Forms		
		Customizable forms and documents (e.g. customer specific packing slips or pro forma invoices)	3 - Critical
System Design	Workflow		
		Standard workflows and alerts (e.g. task assignment, prompt for action, notification, approvals, bottlenecks)	3 - Critical
		Client configurable workflow engine (e.g. client can create workflows and alerts)	3 - Critical
System Design	Communications		
		Email integration for direct email of documents from system	3 - Critical
		Internal messaging tools (e.g. chat)	3 - Critical
System Design	Mobile		
		Accessible via Rich Mobile Apps (iOS, Android)	3 - Critical
		Accessible via web optimized view (for mobile device)	3 - Critical
System Design	Basic Document Management		
		Supports file attachment and storage for transaction and master records (e.g. images, documents, media)	3 - Critical
		Supports workflow for document utilization (steps, schedule assignment, notifications)	2 - Important



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		Supports hyperlinks to internal or external document storage	3 - Critical
		Supports integration into advanced Document Management system (Alfresco Enterprise/Community)	3 - Critical
		The System must be able to generate reports(an approval sheet) after all transactions are entered with all necessary requirements	3 - Critical
System Design	Integrations		
		Integration with Payroll solution	2 - Important
		Integration with Tax Administration software, Customs Administration software, Licence Revenue Managements software	2 - Important
		Integration with HelpDesk Software	3 - Critical
Financial Accounting	General Ledger		
		Flexible Chart of Accounts configuration (e.g. account segments or structures)	3 - Critical
		Supports Account Dimensions or Analysis codes for GL segments	3 - Critical
		Supports account restrictions (e.g. prohibits manual entry)	2 - Important
		Supports recurring Journal Entries and templates	3 - Critical
		Supports automated accrual reversals	1 - Nice to have
		Allows journal entry corrections (reversals with audit trail)	3 - Critical
		Supports Year End Processing	3 - Critical
		Supports Period End Processing	3 - Critical
		Supports Consolidation	3 - Critical
		Supports Statistical allocations	2 - Important
Financial Accounting	Multi-currency		
		Manages multiple currencies (CAD, USD) and exchange rates (daily, average)	3 - Critical
		Automatic import of daily rate from external source (e.g. Bank of Guyana)	2 - Important



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		Maintains source and functional currency (both values) for each transaction	2 - Important
Financial Accounting	Multi-company		
		Supports multi-company structure (e.g. financial consolidations, consolidated operational reporting, internal transfers, invoicing)	3 - Critical
		Supports inter-company transactions with automated offset entry generation	3 - Critical
Financial Accounting	Tax Management		
		Supports Guyanese tax rates table (e.g. VAT, Withholding Tax)	2 - Important
		Reports on taxes (e.g. taxes, duties, by period)	3 - Critical
Financial Accounting	Accounts Receivable		
		Supports customer account parent/child relationships (e.g. separate/consolidated customer information for invoices and payments)	3 - Critical
		Customer credit management (e.g. terms, limits, order processing alerts)	3 - Critical
		Support multiple invoice formats (pro forma, customer specific)	1 - Nice to have
		Allows additional information on invoices (e.g. notes, terms)	1 - Nice to have
		Supports multiple payment options (e.g. partial payment, pre-payment)	2 - Important
		Supports emailing of invoices	2 - Important
		Supports invoice allocation to class, division, project, etc.	2 - Important
		Supports charge calculation formulas (shipping charges, discounts, chargebacks, balance forward, interest on overdue amount)	2 - Important
		Supports credit card payment processing	1 - Nice to have
		Supports Collections Management (e.g. call log, notes, reminders, alerts)	2 - Important



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		Reports on customer accounts (e.g. status, aging, payments, history)	1 - Nice to have
		Supports Payments	2 - Important
		Allows for Invoice / payment matching	2 - Important
		Supports Credit notes management	1 - Nice to have
		Supports Credit control	1 - Nice to have
		Facilitates Invoice query management	2 - Important
Financial Accounting	Accounts Payable		
		Vendor invoice duplication prevention	3 - Critical
		Batch payment analysis and processing (e.g. based on due dates, vendor priority, available discounts)	3 - Critical
		Supports Electronic Payments (e.g. EFT, ACH, EDI)	3 - Critical
		Supports multiple payment options (e.g. partial payment, pre-payment)	3 - Critical
		Supports automated payment remittance notifications (by email)	3 - Critical
		Supports invoice cost allocation (e.g. division, cost center, project or job)	3 - Critical
		Reports on vendor accounts (e.g. status, balance, history)	3 - Critical
		Support Cheque Printing Facility	3 - Critical
		Supports Invoice / order matching	3 - Critical
		Supports printing of Cash Book	3 - Critical
		Allows for Invoiced and non-invoiced payments	3 - Critical
Financial Accounting	Bank Management		
		Supports multiple banks and bank accounts	3 - Critical
		Allows inter-bank transfers	3 - Critical
		Supports electronic bank reconciliation	3 - Critical
		Supports electronic credit card payment reconciliation (ie. Global)	3 - Critical



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		Reports on cash accounts (balances, cash flow projections, committed, outstanding cheques)	3 - Critical
Financial Accounting	Expenses Management		
		Supports employee expenses management with personal credit cards	2 - Important
		Supports employee expense management with Corporate Credit Card (or Gas Card)	2 - Important
		Supports import of statements and transaction details from credit card provider	2 - Important
		Allows employees to submit pre-approval requests (requisitions) for expenses (e.g. training, stationary supplies and subscriptions)	2 - Important
		Configurable, multi-level employee expense approval workflow (e.g. supervisor, based on value)	3 - Critical
		Expenses dashboard, reporting , and analytics	3 - Critical
		Supports Expenses processing and payments	3 - Critical
		Supports management of Petty Cash	3 - Critical
Financial Accounting	Cost Accounting		
		Tracks and reports on costs by project, job, work order.	3 - Critical
		Supports Cost Allocation/Apportionment	3 - Critical
		Supports Management accounting	3 - Critical
		Facilitates Cost analysis	3 - Critical
Financial Accounting	Financial Reporting		
		Built-in Financial Reporting engine for end users	3 - Critical
		Supports account categories, groupings and roll-ups (for easy report design)	3 - Critical
		Flexible financial report design (e.g. consolidated, company, department, project)	3 - Critical



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		Real-time dashboard with financial metrics and KPIs (e.g. Sales, Expenses, Cash Flow, AR Aging)	3 - Critical
		Support for Flexibility of Reporting Periods (daily, weekly, monthly, yearly or Years)	3 - Critical
Financial Accounting	Budgeting		
		Supports standard (basic) GL budget management (e.g. multiple budgets, comparisons)	3 - Critical
		Supports export and import of budget data (e.g. from Excel)	3 - Critical
		Calculates forecasts based on historical data and user defined values (productivity, salary, growth rate, variable information)	3 - Critical
		Supports generation of customized monthly reports such as Budget Allocation, Comparative Analysis, Expenditure By Ranges, Overtime Analysis, Appendix T, Variance Analysis, Cash Flow, Income and Expenditure Report, Releases Request, Releases Justification, Costing Report and Other reports such as Monthly Expenditure Report, Vendors report	4 - Critical
		Supports budget roll-up system (from section budgets)	3 - Critical
		Supports budget collaboration and approval process	3 - Critical
		Supports capital, current, training, employment budgets within a cycle	3 - Critical
		Facilitates Release Request to Ministry of Finance	3 - Critical
Customer Relationship Management	Quotations and Contracts		
		Streamlined, system generated (automated) Quotes (e.g. creation based on templates, cloning of previous quotes, with terms and conditions, for various customers and customer types e.g. dealers, builders)	3 - Critical



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		Streamlined, system generated (automated) Contracts (e.g. creation based on templates, cloning of previous contracts, with terms and conditions, for various customers and customer types e.g. dealers, builders)	3 - Critical
		System tracking of Contract terms and conditions (e.g. effective date, expiration, quantity limits, associated price list, specific project)	3 - Critical
		Approval workflow for Quotes and Contracts	3 - Critical
		Dashboards, reporting and analytics related to Quotes and Contracts	3 - Critical
Customer Relationship Management	Customer Orders		
		Streamlined Sales Order creation (e.g. standard, template copy, previous, notes management, unlimited items)	3 - Critical
		Supports multiple Quote and Sales Order numbering structures with system auto-generated, sequential numbering matching e-shop number sequence for sales receipts	3 - Critical
		Real-time visibility on inventory (e.g. available to sell, back order, next arrival or production, locations, similar products, discontinued)	3 - Critical
		Real-time visibility on delivery schedule calendar (e.g. for next available delivery date)	3 - Critical
		Capture customer PO details (e.g. PO numbers, expected price, expected delivery date, quantities)	3 - Critical
		Supports multiple Ship-To locations for an order	3 - Critical



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		Automatically calculates applicable discounts or price adjustments (e.g. percentage, amount, multi-level, line-item, total order, volume, customer, promo)	3 - Critical
		Supports product substitution or complementary product suggestions	3 - Critical
		Ability to prioritize or expedite orders (e.g. based on customer, size, value, availability)	3 - Critical
		Reports on all Quote and Order statistics (e.g. status, conversions, interventions, locations, approvals, explanations)	3 - Critical
Customer Relationship Management	Sales Reports and Forecasting		
		Customer and sales reporting and analysis (e.g. customer, sales per period, geography, services)	1 - Nice to have
Customer Relationship Management	Pricing		
		Allows for mass update to price lists (by percentage, amount)	3 - Critical
		Allows various discount types (percentage, multi-level, amount)	3 - Critical
		Alerts and limits on quote or sales order price variance (e.g. discount offered)	2 - Important
Procurement	Procurement Planning		
		Generates procurement forecasts and recommendations [based on replenishment levels, sales forecasts and trends (e.g. weekly, monthly, seasonal, history)]	3 - Critical
		Reports on procurement planning (date, quantity, associated purchase order)	3 - Critical
Procurement	Supplier Relationship Management		
		Approved supplier list with approval workflow	3 - Critical
		Prompts to renew supply	



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		Manages supplier contracts (dates, rates, prices)	3 - Critical
		Tracks vendor performance (on-time delivery, accuracy, availability, rating)	3 - Critical
		Reports on vendors (performances, status, orders, history)	3 - Critical
Procurement	Supplier Bid and Quote Management		
		Supports requests for quotation (status, internal demand, responses, conversion into purchase order)	3 - Critical
		Reports on quotes (status, changes, responsible)	3 - Critical
Procurement	Purchase Order Management		
		Supports PO management for Work Orders, Projects, stock inventory and payment vouchers	3 - Critical
		Ability to create blanket purchase orders with scheduled delivery dates	2 - Important
		Supports PO price indicators (last price, expected price, discounts)	1 - Nice to have
		Supports flexible multi-level procurement approval process	3 - Critical
		Supports flexible procurement rules, policies and enforcement	3 - Critical
		Supports electronic purchase order output (email)	3 - Critical
		Supports various scenarios (multiple release for one PO, drop-ship)	3 - Critical
		Supports priority assignment and expediting of purchase orders as required (to support production scheduling, and shipping as required)	3 - Critical
Warehouse and Inventory Management	Warehouse Management		
		Supports multiple warehouses	2 - Important



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		Supports multiple locations within each warehouse (e.g. transfer zones, restock zones, yard)	3 - Critical
		Supports bin tracking (one item in multiple bins, different items in same bin)	3 - Critical
		Reports on warehouse (locations, items, quantity, dates, capacity)	3 - Critical
		Reports on inventory value (by warehouse, location)	3 - Critical
Warehouse and Inventory Management	Inventory Control		
		Supports item details (description, classification, characteristics, hazard, options, barcodes)	3 - Critical
		Supports item status (available, inactive, temporary, limited edition)	3 - Critical
		Supports serialization	3 - Critical
		Supports lot tracking	2 - Important
		Supports item kitting	3 - Critical
		Supports creation of custom fields for unique attributes	2 - Important
		Allows negative item quantities	2 - Important
		Supports real-time inventory	2 - Important
		Supports various inventory count methods	2 - Important
		Supports multiple Units of Measure (different for purchasing and selling)	3 - Critical
		Provides storage instructions based on product characteristics (default location, FIFO, size, volume, product)	2 - Important
		Supports various inventory costing methods (FIFO, Average, Standard)	2 - Important
		Tracks and reports on Landed Costs for items	2 - Important
		Analyses stock levels (min/max, safety inventory, shortage forecast)	2 - Important
		Associates packaging with item (default, options, style, colour, size)	2 - Important
		Supports inventory assignment (reservation) to specific order	2 - Important



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		Allows restriction (not available for sale) of item (and/or specific quantity) for specified time period	2 - Important
		Supports customer-managed consignment inventory	1 - Nice to have
		Supports vendor-managed consignment inventory	2 - Important
		Reports on inventory (quantity, location, cost, quality, lead time, status)	3 - Critical
		Cycle counting(stock taking)	3 - Critical
Warehouse and Inventory Management	Receiving		
		Manages receiving process (e.g. POs, RMAs, transfers) and putaway process (multi-step, auto-putaway)	2 - Important
		Supports receipt of multiple Purchase Orders at one time	2 - Important
		Supports quality control at receiving (track product quality, defects, damage) and corrective actions (quarantine, return)	2 - Important
		Supports recording of vendor document information at receiving	2 - Important
		Supports receipt of non-inventory or miscellaneous items	2 - Important
		Supports quick item creation workflow at receiving	2 - Important
		Creates documents (memos, return-to-supplier document, justification) and workflow	2 - Important
		Reports on receiving details	3 - Critical
Warehouse and Inventory Management	Shipping		
		Supports shipping charge calculations or formulas (e.g. if shipping exceeds 3% of order value, additional charge automatically calculated and applied to customer)	2 - Important
		Supports partial shipments	3 - Critical
		Generates delivery schedule (prioritization, changes, approval)	2 - Important



		Tracks shipment details (status, carrier, mode, tracking number, history, origin, dates, products, receipt confirmation)	2 - Important
		Tracking number available on invoice	2 - Important
		Integrates with third-party shipping platforms (Purolator, UPS, Canada Post, etc.) for shipment details (e.g. shipping costs, tracking numbers)	2 - Important
		Manages carrier rates (rate tables, surcharges, dates, conditions, destination, freight types)	2 - Important
Fixed Assets	Fixed Assets		
		Supports various Asset records, types and valuations	3 - Critical
		Facilitates Asset acquisition and disposal	3 - Critical
		Supports Capital expenditure budgeting and forecasting	3 - Critical
		Facilitates Asset tracking	3 - Critical
		Manage Depreciation	3 - Critical
		Track Disposals of Assets	
Project management	Project management		
		Supports Resource Management	3 - Critical
		Supports Capacity management	3 - Critical
		Supports Multiple costs	3 - Critical
		Jobs Management	3 - Critical
		Supports Time sheets	3 - Critical
		Supports Job / Project Costing	3 - Critical
		Project planning and management	3 - Critical
		Facilitates Quotations, orders and budgets	3 - Critical
		Allows for Job variations	3 - Critical
		Tracks costs and payments	3 - Critical

Licensing requirements are estimated at forty-eight (48) core users and one hundred and eight (180) regular users (inclusive of users external to Finance Department)



QUALIFICATION INFORMATION

1. For individual bidders or individual members of a joint venture

1.1 Legal status of Bidder (*attach copy*).

Place of registration: _____

Principal kind of business: _____

Power of attorney for signing the Bid (*attach*).

1.3 Supplies of a similar nature executed by the Supplier during the last two years (*not less than three (3) supplies*)

№	Name of Goods/Services	Name of Clients, address & telephone	Contract Price

2.5 Evidence of compliance with NIS, IRD and TIN Certificate and VAT Registration for items that attract VAT. (*attach supporting documents*). (***Applicable to Local bidders only***)

2.6 Information on all claims, arbitration or other legal proceedings currently being examined or already settled.

	Other party (ies) of trial	Cause of dispute	Amounts disputed
2.0	Any other information required by the Procuring Entity to execute the Contract		

2.1 The Supplier certifies that he meets all the qualification criteria and requirements, in accordance with normative legal documents.

I certify the authenticity of all the above information.

_____ (Full name) _____ (Title) _____ (Signature and stamp)

Dated on « _____ » day of _____ 20_____. (date)

EVALUATION AND TESTS

Bids will be evaluated by National Procurement and Tender Administration Board on the following criteria:

- Technical and Functional suitability of the software.
- The level to which the deliverables have been addressed in the proposal.
- The technical and functional strength of the implementation team.
- Three year support costs.

Upon the selection of a vendor by NPTAB, testing of the application (software) shall be performed by GRA's Information Technology & Human Resource Management supporting officers and the Vendor.

SUPPLIER'S BID



TO: Guyana Revenue Authority
200/201 Camp Street
Georgetown
Guyana

Dear Sir / Madam,

Having examined the bidding documents including Annexes and Addenda No _____ [specify numbers], the receipt of which is hereby acknowledged, we offer to execute **'Supply and Delivery of Microsoft –Dynamics 365 Software, On-Premise, Guyana Revenue Authority Headquarters (GRA H/Q), Georgetown, Region #4'** works in accordance with the Contract conditions attached herein for the total amount of _____,

The Value Added Tax (VAT) for our bid is _____
.....
..... (amount in words and figures). The Price of our bid, including VAT is _____
.....
.....(insert the total bid price in words and figures, in Guyana dollars as per details given in the price schedule attached)

Alternative bids (at the Employer's request):
Also, we offer to execute the works pursuant to alternative bids for the amount of _____
GYD

- (a) We, including all subcontractors, regarding any part of the Contract, in accordance with the bidding documents, have no conflict of interests pursuant to subclause 2 (i) of the Instructions to Bidders;
- (b) We, including all subcontractors, regarding any part of the Contract, in accordance with the bidding documents, have not been declared by the authorized State body on procurement to be ineligible, or are not ineligible, in accordance with the legislation of Guyana.

We undertake, if our Bid is accepted, to supply the Goods, in accordance with a delivery schedule given in the Schedule of Requirements.

If our Bid is accepted, we undertake to furnish the Performance security in the form of _____ to the amount of _____, comprising _____% of the Contract Price in order to execute the Contract properly and within the time period(s) specified in the Bidding Documents.

We hereby confirm that this bid shall be valid during _____ days starting from _____

the date established for bid opening, and it shall be binding until the expiry of the indicated period.

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

Dated the _____ day of _____ 202__.

Duly authorized to sign the Bid for and on behalf of

(Name of Supplier)

(Full name)

(Title)

(Signature and stamp)





PRICE SCHEDULE



All prices must be VAT inclusive where applicable.
Indicate currency used in Price Schedule.

Brief Description of Goods	Quantity	Unit Price	Total Price
Request for Proposal: Supply and Delivery of Microsoft-Dynamics 365 Software, On-Premise, Guyana Revenue Authority Headquarters (GRA H/Q), Georgetown, Region #4.	1		
Application	1		
Database	1		
Maintenance and after-sale support (three years)	3		
Project Implementation (Development)	1		
Project Implementation (Change Management inclusive of Training – Technical & end user)	1		
Project Implementation (Migration, testing and go live)	1		
Project Implementation (Project Management)	1		
Project Implementation (Expenses)	1		
Sub-Total			
VAT			
Total Cost			

(Full name)

(Title)

(Signature and stamp)

SUPPLY CONTRACT FOR GOODS

THIS CONTRACT made the _____ day of _____ 202__ between _____ *Guyana Revenue Authority* (hereinafter referred to as "the Procuring Entity"), on the one hand, and _____ *[name of Supplier]* from _____ *[city and country of Supplier]* (hereinafter referred to as "the Supplier"), on the other hand have come to an Agreement on the following:

The Procuring Entity has announced bid for procurement of goods and services, namely Supply and Delivery of Microsoft –Dynamics 365 Software, On-Premise and has accepted the Supplier's bid for the supply of indicated goods and services to the sum of _____ *[Contract Price in words and figures]* (hereinafter referred to as "the Contract Price").

THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract, the terms and expressions have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall form the Contract and shall be deemed its integral part, viz.:
 - (a) Procuring Entity's Notification of Award;
 - (b) Bid and Price Schedule submitted by Bidder;
 - (c) Schedule of Requirements;
 - (d) Technical Specifications;
 - (e) General Conditions of Contract;
 - (f) Special Conditions of Contract;
 - (g) Other documents included in the Contract documents;
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services, and remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby agrees to pay the Supplier in consideration of the delivery of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS of the aforesaid, the parties hereto have caused this Contract to be executed in accordance with the legislation of Guyana the day and year first above written in the



beginning of the document.

Signed and stamp _____ [*Full name and title of Procuring Entity's representative*]

Signed and stamp _____ [*Full name and title of Supplier's representative*]



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BID SECURITY

(Bank Guarantee/Insurance)

Whereas _____ [name of Bidder] (hereinafter referred as "the Bidder ") is ready to submit his Bid dated _____ [date of Bid submission] for the **“Supply and Delivery of Microsoft –Dynamics 365 Software, On-Premise, Guyana Revenue Authority Headquarters (GRA H/Q), Georgetown, Region #4”** (hereinafter referred as "the Bid"), KNOW ALL PEOPLE, that WE _____ [name of Bank] from _____ [name of country], having our registered office at the address _____ [address of Bank], (hereinafter referred as "the Bank"), are bound to _____ [name of Procuring Entity] to the sum of _____, by which payment to the indicated Procuring Entity shall be made in whole and in a timely manner; the Bank is bound on behalf of its name, its successors and authorized persons. This is to confirm that the license issued to the Bank shall provide for activity on issuance of the guarantee, and the person(s) signing that guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors, or of General Stockholders Meeting is required, it is already received and there is no other approval required.



THE CONDITIONS of this obligation are as follows:

1. If the Bidder:
 - (a) Withdraws his Bid during the period of Bid validity specified by the Bidder on the Form of Bid; or
2. If the Bidder having received notice from the Procuring Entity that his Bid is accepted within the period of Bid's validity:
 - (a) fails or rejects to sign the Contract at the request of; or
 - (b) fails or rejects to furnish the performance security in accordance with the Instructions to Bidders;

We undertake to pay the Procuring Entity the above sum upon receipt of his first written request, without needing the Procuring Entity to show grounds or reasons of that request, provided that the sum requested by the Procuring Entity is due to him because of the occurrence of one or two or both conditions, specifying the condition or conditions occurred.

This guarantee shall remain in force during _____ days inclusive following the expiry of the Bid validity period, and any request in respect thereof should reach the Bank not later than the abovementioned date.

 (Full name of Bank's representative) (Title) (Signature and stamp)

Dated on « ____ » day of _____ 20 ____

Address of the Bank issuing guarantee:

MANUFACTURER'S AUTHORIZATION

*The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS.**]*

Date of Bid Submission(day/ month/ year):
IFB No:[insert number of bidding process]
Alternative No.:[insert identification No if this is a Bid for an alternative]

To: _____ [insert complete name of Purchaser]

WHEREAS

We _____ [insert complete name of Manufacturer], who are official manufacturers of _____ [insert type of goods manufactured], having factories at _____ [insert full address of Manufacturer's factories], do hereby authorize _____ [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____ [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 1.3 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: _____ [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: _____ [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: _____ [insert title]

Duly authorized to sign this Authorization on behalf of: _____ [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

PERFORMANCE SECURITY

(Bank Guarantee/ Performance Bond)

TO: _____
[Name of Procuring Entity]

WHEREAS _____ [*name of the Supplier*] (hereinafter called "the Supplier") has undertaken, in accordance with the Contract No. _____ [*Contract number*] dated _____ 20__ to

“Supply, Delivery & Installation of Generator”

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank to the sum specified therein as a security for NIS with the Supplier's obligations under the Contract,

AND WHEREAS we have agreed to furnish the Supplier with a security,

THEREFORE WE hereby confirm that we are the Guarantors and are responsible to you on behalf of the Supplier, up to a total of _____ (*amount of security in words and figures*) and, we undertake to pay you, on your first request notifying of the Contractor's default with the Contract, and without cavil or argument, any sum or sums within the above limits, as aforesaid, without your needing to show grounds or reasons of your request or the sum specified therein.

Any modification or addition, or amendment in the terms of Contract which may be made by the Procuring Entity and the Supplier by Additional Agreement shall in no way release us from obligations under the Guarantee, and we waive any notice of modification, addition, or amendment. This guarantee shall be valid until full completion of the Contract Conditions by the Supplier. Also, we confirm that the license issued to the Bank shall provide for activity on issuance of a bank guarantee, and the person signing the guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors or of General Stockholders Meeting is required, it is already received, and there is no other approval required

This guarantee shall be valid until the _____ day of _____ 20____.

(Full name of Bank's representative) (Title) (Signature and stamp)
Dated on _____ day of _____ 20____.

Address of the Bank issuing guarantee: _____

LETTER OF ACCEPTANCE

(Letterhead paper of Employer)

_____ (date)

To: _____
(Name of Contractor)

(Address of Contractor)

This is to notify you that your Bid dated the _____ day of _____ 202__, for the execution of _____ (description of works) to the total sum of _____

(Amount in Figures and Words)

as amended and modified in accordance with the Instructions to Bidders is hereby accepted by our organization.

At the same time, we are sending you the Form of Contract and requesting you, in accordance with Clause 32.2 of the Instruction to Bidders, during 7 (seven) days to sign and date the Form of Contract, and return it at our address. Along with the signed Contract, we request you to furnish us, pursuant to ITB Clause 33, with the Performance Security.

You hereby instructed to start the Works pursuant to the Contract conditions.

Name of organization _____

Full name and Title _____

Signature of Authorized Representative _____

Annex: The Contract

AFFIDAVIT OF AUTHORIZATION

TO: _____ [name of Procuring Entity]

WHEREAS _____ [name of Supplier], who is the Supplier _____ [name and/or description of goods].

do hereby authorize _____ [name and address of Supplier's Representative] to submit the Bid, and sign the Contract based on Invitation for Bids for the abovementioned goods to be supplied by us, and

[Full name, title, signature for and on behalf of Supplier]

Dated on « _____ » day of _____ 200 _____. (seal)
(date)

Note:

The affidavit of authorization must be drafted and signed by a Commissioner of Oats or Justice of Peace. The Bidder shall include this authorization in his Bid.

EVALUATION CRITERIA

Supply and Delivery of Microsoft –Dynamics 365 Software, On-Premise, Guyana
Revenue Authority Headquarters (GRA H/Q), Georgetown, Region #4.

APPROVED

No.	DESCRIPTION
1.	Submission of a valid business registration or certificate of incorporation that is clearly legible. Incorporated companies must submit a list of directors.
2.	Submission of a valid NIS compliance certificate in the name of the business as per business registration. Document must be clearly legible. (applicable to local bidders only)
3.	Submission of a valid GRA compliance certificate in the name of the business as per business registration. Document must be clearly legible. (applicable to local bidders only)
4.	Completed and signed supplier's bid page (pg.38).
5.	Completed and signed price schedule must be submitted.(pg. 40)
6.	Completed and signed delivery schedule (Pg. 22) or statement of agreement to supply goods/services within the period specified in the delivery schedule (Pg. 22).
7.	Provision of documentation detailing the technical specifications for the items listed to show that the goods match the Technical Specifications as detailed on page (Pg. 23).
8.	Submission of bid security in the amount of (2% of bid price) in the form of an insurance bond or bank guarantee or manager's cheque.
9.	Demonstrate experience and technical capacity by providing documentary evidence that shows the supply of goods/services similar to the items in the Technical Specification (pg. 23). Bidder must provide copies of contracts with previous clients, or copies of valid invoices showing items supplied to clients. Bidder must demonstrate the experience of supplying goods/services to a minimum value of (GYS15,000,000).
10.	Evidence of financial capacity, in the name of the bidder, representing (25%) of the bid price. Financial Capacity must be evidence in the form of a bank statement or Line of credit from a bank or an insurance company licensed by the Bank of Guyana. The line of credit must state a figure. The document must be dated within one month of the bid opening date and be clearly legible. When a photocopy is presented, it must be certified a 'true copy of original' by the issuing company.
11.	Bidder must provide a letter of Authorization for the Procuring Entity to seek reference from the bidder's Bank/financial institution relating to the financial capacity evidence supplied. The document must be dated within one month of the bid opening date and

	be clearly legible.
12.	Written confirmation of authorizing signatory must be provided. This must be in the form of an Affidavit of Authorization endorsed by a Commissioner of Oaths or Justice of Peace.
13.	Provision of valid manufacturer's authorization, sole distributorship or authorized distributor letter.
14.	Provision of a signed statement of warranty for applicable items in keeping with the Manufacturer warranty stated on the quotation.
15.	Bidder must provide a statement for the availability of spare parts and/or after sales services.

1. All responsive bidders must be checked for arithmetic to show corrected and original sum.
2. The contract will be awarded to the Bidder whose Bid is determined to be substantially responsive (must obtain all 'Passes') and who has offered the lowest price.
3. **A penalty of immediate rejection of a Bid or termination of contract will be applied upon discovery of misrepresentation of information.**

Award of Contract

The contract will be awarded to the Bidder who is substantially technically responsive to the Bid document and who has offered the lowest Bid price.



Pending Litigation Format

No pending litigation in accordance with Evaluation Criteria # *[insert number]*

Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	<ul style="list-style-type: none"> • Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> • Name of Purchaser: <i>[insert full name]</i> • Address of Purchaser: <i>[insert street/ city/ country]</i> • Matter in dispute: <i>[indicate main issues in dispute]</i> • Status of dispute: <i>[indicate if it is being treated under Arbitration or being dealt with by the Judiciary]</i> 	<i>[insert amount]</i>

Litigation History

Litigation History Format

No court/arbitral award decisions against the Bidder since 1st January *[insert year]*, in accordance with Evaluation Criteria # *[insert number]*

Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
	•	

<p>[insert year]</p>	<ul style="list-style-type: none"> • Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i> • Name of Purchaser: <i>[insert full name]</i> • Address of Purchaser: <i>[insert street/city/country]</i> • Matter in dispute: <i>[indicate main issues in dispute]</i> • Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i> • Status of dispute: <i>[indicate if it is being treated by under Arbitration or being dealt with by the Judiciary]</i> 	<p>[insert amount]</p>
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