

GOVERNMENT OF GUYANA

Ministry of Public Infrastructure



REQUEST FOR PROPOSAL

**Consultancy Services for  
The Optimization of The  
Canawaima Ferry Service  
Inc (Guyana)**

January 2019

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NPTA

Georgetown

January 18, 2019

1. **REQUEST FOR PROPOSALS (RFP) - CONSULTANCY SERVICES FOR THE OPTIMIZATION OF THE CANAWAIMA FERRY SERVICE INC (GUYANA)**

The Ministry of Public Infrastructure invites qualified Individual Consultants to submit Proposals for Consultancy Services for the Optimization of the Canawaima Ferry Service Incorporated (Guyana).

The main objective of this Consultancy is for the Consultant to undertake a review of all aspects of the operational procedures of the Canawaima Ferry Service Incorporated (CFSI) including (but not limited to) quality of service and make recommendations for the optimization of the operations at the CFSI.

To be considered for shortlisting, interested consultants having the relevant qualifications and experience as outlined in the Terms of Reference are invited to submit the following items:

1. A detailed Curriculum Vitae
2. Evidence of past experience undertaking similar services
3. Work methodology and implementation plan
4. Copies of TIN Certificates (for Guyanese nationals only)
5. Copies of valid NIS and GRA Compliance Certificates
6. A Price Proposal in a separately sealed envelope

The Terms of Reference can be found on the Ministry of Public Infrastructure website ([www.mopi.gov.gy](http://www.mopi.gov.gy)) under the Procurement Tab or can be requested via email shown in **Address 1** below.

Interested consultants may obtain further information by writing to the **Address 1** below or emailing to the associated email address during office hours: Monday to Thursday between 09:00 to 16:00 hours, and Friday, between 09:00 to 15:00 hours, from **January 18, 2019**.

Proposals must be submitted as follows: Items 1-5 above in a sealed envelope and Item 6 in a separately sealed envelope clearly marked on the top right-hand corner: **“Consultancy Services for the Optimization of the Canawaima Ferry Service Inc (Guyana)”** and delivered to the Tender Box at **Address 2** below by **09:00 hrs. on Tuesday, February 5, 2019**.

<b>Address 1</b> Mr. Geoffrey Vaughn Co-ordinator Works Services Group Ministry of Public Infrastructure Fort Street, Kingston, Georgetown, Guyana. Tel: (592) 223-1610 <b>E-mail: <a href="mailto:ctpuwsg@gmail.com">ctpuwsg@gmail.com</a></b>	<b>Address 2</b> <b>The Tender Box</b> National Procurement and Tender Administration Board Ministry of Finance Main & Urquhart Street Georgetown, Guyana.
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2. If you are selected as the Consultant, you shall provide assistance to the Purchaser, **The Ministry of Public Infrastructure** (hereinafter referred to as the Client) in the provision of Consultancy Services for the Optimization of the Canawaima Ferry Service Inc. (See detailed description of consultative services in the attached Terms of Reference).
3. Description of experience and qualifications should comply with the requirements listed in the Terms of Reference. The evaluation of the curriculum vitae will be carried out taking into account qualifications and experience of candidates in accordance with the Evaluation Criteria set out in the Terms of Reference.
4. **Bid Securing Declaration**  
A Bid Securing Declaration is Applicable.
5. **Compliances**  
Bidder must submit valid certificates of compliance from the Guyana Revenue Authority (GRA) and the National Insurance Scheme (NIS), and VAT registration (*where applicable*)
6. **Evaluation Criteria**  
The Employer will award the Contract to the Bidder whose bid is determined to be substantially responsive to the bidding documents, and who offers the Lowest Evaluated Bid Price, provided that this Bidder has been determined to be eligible and met the qualification requirements in accordance with Evaluation Criteria outlined in the Terms of Reference.
7. After evaluation of the combined technical and price proposals of individual consultants, the maximum scored candidate will be sent a Notification of results of selection and will be invited to hold negotiations and sign the contract. Contract negotiations may be carried in person, via telephone or email. In case of delay, the Client has a right to withdraw the Letter of Invitation, and in case of a failure to reach an agreement under the Contract, negotiations with the individual consultant will be terminated, and new negotiations will be held with the next highest scored candidate.
8. You should start to perform the assignment by **March 15, 2019**. The Client will take any required measures for the selection of consultant during that period.
9. According to the evaluation the consultancy shall be executed within One Hundred and Twenty (120) calendar days.
10. Please consider that the expenses on preparation of a Proposal and negotiation under the contract shall not be reimbursed as direct expenditures on the assignment.
11. The following are attached to this Procurement Document or may be obtained from the procuring entity.
  - I. Sample Form of Curriculum Vitae.
  - II. Terms of Reference.

12. For further information on the assignment and local conditions, please, contact Mr. Geoffrey Vaughn at the following telephone number 223-1610, e-mail: [ctpuwsg@gmail.com](mailto:ctpuwsg@gmail.com) and address: Fort Street Kingston, Georgetown, Guyana.
13. To be considered for shortlisting, interested consultants having the relevant qualifications and experience as outlined in the Terms of Reference are invited to submit the following items:
  - i. A detailed Curriculum Vitae
  - ii. Evidence of past experience undertaking similar services
  - iii. Work methodology and implementation plan
  - iv. Copies of TIN Certificates (for Guyanese nationals only)
  - v. Copies of valid NIS and GRA Compliance Certificates
  - vi. A Price Proposal in a separately sealed envelope
14. Proposals must be submitted as follows: Items i to v above in a sealed envelope and Item vi in a separately sealed envelope clearly marked on the top right-hand corner: “Consultancy Services for the Optimization of the Canawaima Ferry Service Inc (Guyana)” and delivered to the Tender Box by 09:00 hrs. on Tuesday, February 5, 2019 at the National Procurement and Tender Administration Board, Ministry of Finance, Main and Urquhart Streets, Georgetown.
15. The Client is not legally bound to accept any Proposals submitted.

Yours sincerely,

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**Geoffrey Vaughn**  
Chief Works Officer

**Annex No.1**

**Sample Form of Curriculum Vitae**

Name of Assignment:	
Full name of Consultant:	
Profession:	
Date of Birth:	
Nationality:	
Detailed description of tasks assigned:	

**Major qualifications:**

*(List experience and education of the consultant directly related to the tasks assigned. Publications in the area of assignment, experience in the required area, career development according to the assignment requirements, the required foreign experience, knowledge of local features, experience within the country of Client and region. Describe obligations entrusted the employee regarding previous assignments, specifying the dates and locations. Provide information on \_\_\_\_\_ pages.)*

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**Education:**

*[Indicate higher (university/institute) and specialized education received by the employee, giving names of institutions, dates of attendance and degrees obtained. Information is to be presented on \_\_\_\_\_ pages].*

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**Previously occupied positions:**

*Starting from the current position, list in reverse chronometric order all previously occupied positions. List every employment held by the consultant since graduation, giving the dates, names of organizations, positions and locations of execution. When indicating experience acquired for the last ten years, indicate also the type of activities performed, names of clients who are able to provide references. Information is to be provided on \_\_\_\_\_ pages*

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**Languages:**

*When listing languages, indicate the level of mastery: fluently, good, satisfactorily, or poor - speaking, reading, and writing*

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**Certification:**

I, the undersigned, certify that to the best of my knowledge, the above information about me is true and it correctly reflects my experience and qualification.

\_\_\_\_\_ *Date:* \_\_\_\_\_  
*[Signature of consultant]* *day/month/year*

Full name of consultant: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## TERMS OF REFERENCE

<b>Project Title</b>	Consultancy Services for The Optimization of The Canawaima Ferry Service Inc (Guyana)
<b>Executing Agency</b>	Works Services Group, Ministry of Public Infrastructure
<b>Duration</b>	120 calendar days from the date of contract signing

### **1. INTRODUCTION**

1.01 The Cooperative Republic of Guyana (Guyana) has a population of 747,884 (2012 census), while the Republic of Suriname has a population of 541,638 as reported in their census in the same year. The two countries share a river border - the Corentyne River, which constitutes the only border between them – to the east of Guyana and the west of Suriname stretching for over 650 kilometers.

1.02 In 1997, the Canawaima Ferry Service Incorporated (CFSI) was established by way of a joint agreement between the Cooperative Republic of Guyana and the Republic of Suriname to strengthen the bonds of friendship and deepen economic and cultural relations between their peoples. Since the commissioning of the Ferry Service on November 6, 1998, this trans-border transportation linkage has been transformed. At present there is a once daily ferry service which increases to twice or thrice daily service during the peak season.

1.03 This transportation system connects people to the supply of goods and services and is essential to the growth and development of cross border trade and relations for both countries. The CFSI has transported over 110,000 passengers annually from 2014 to 2017. Likewise, it has transported over 10,000 vehicles yearly for the same period and sizable quantities of freight.

1.04 The Ports of Entry (Stellings) are located at Moleson Creek in Guyana (approximately 33km from the river mouth) and South Drain in Suriname (approximately 35km from the river mouth). The journey from South Drain to the Moleson Creek is approximately 5 km and takes approximately 45 minutes to be completed. The journey from Georgetown (Guyana’s Capital) to Moleson Creek takes approx. 3.5 hours, while the journey from Paramaribo (Suriname’s Capital) to Southdrain takes approximately 4 hours. The current waiting time on each side to board the vessel is 3 hours. Additionally, you spend an hour or more clearing Immigration and Customs after you arrive. This sums up to a total travel time of 11.5 hours for the total journey.

1.05 The physical structure of the stelling on both sides are identical and in good condition. The procedures on both sides are also fairly identical.



1.06 Since the inception of the service in 1999, CFSI has not been subjected to any major review of its operations nor has there been any customer satisfaction audit undertaken. This Consultancy therefore seeks to fill this gap by reviewing current administrative procedures, investigating the level of Customer Satisfaction and determining whether the service, in the manner it is currently offered, is optimal.

## **2. OBJECTIVE**

2.01 **Main objective** - The main objective of this Consultancy is for the Consultant to undertake a review of all aspects of the operational procedures of the Canawaima Ferry Service Incorporated (including quality of service) and make recommendations for the optimization of operations at the CFSI.

### **2.02 Specific objectives**

The objectives and purposes of the project are:

- a. Review the roles and responsibilities of the CFSI defined in the current regulatory framework, considering the organizational and operational structure that is used to fulfil these tasks.
- b. Analyze the characteristics of the services provided by the CFSI, the quality of service perceived by users and the adequacy of revenue sources.
- c. Identify main deficiencies in the transport service provided by CFSI. Deficiencies should be assessed from a technical, institutional and financial perspective.
- d. Develop recommendations for an institutional and operational optimization (including training), based on the diagnosis performed and an efficient operational standard. Recommendations should target improving the quality of service and operational deficiencies, and in turn could be used as a tool for decision making.
- e. Provide additional improvement measures regarding infrastructure, water vehicles, technology and safety.
- f. Review the extent to which CFSI provides equal accessibility services for all passengers – senior citizens, differently abled, pregnant women and so on.

## **3. SCOPE OF SERVICES**

3.01 The scope of services for the consultancy is expected to cover, within limits, all associated activities to accomplish the stated objectives, whether stated or implied in the terms of reference. The duties of the Consultant(s) will include, but will not be limited to

the following:

- a. Analysis of the current situation and review of previous and existing regulatory documents
  - Identification of the main restrictions in the operation for passenger and cargo transportation between Guyana and Suriname, the entities that regulate it, how monitoring takes place, and the prevailing limitations in current regulations.
  - Review of secondary information available including (but not limited to) the Memorandum of Understanding (MoU) for the establishment of the CFSI, the Cross-Border Protocol and the existing Trade Agreements between Guyana and Suriname.
  - Consult with relevant stakeholders in Guyana and Suriname including Guyana Consulate in Nickerie and the Embassy of Guyana in Paramaribo.
  
- b. Characteristics of the current operation of the CFSI
  - Review of the existing operational structure for waterway transport and control actions carried out by CFSI. The study should assess operational parameters such as routes, demand, existing fleet, capacity offered, and frequency.
  - Review of institutional organizational structure of the CFSI, which includes identifying interrelated roles and responsibilities between areas and staff.
  - Analysis of current cost structure for passenger and cargo services.
  - Define criteria for minimum standards of efficiency relating to each operational component analyzed. This will allow for the identification of areas for improvement and where necessary, earmark areas for intervention and or/upgrades.
  - Identification of deficiencies and inefficiencies from an institutional and technical perspective, and the potential areas for improvement from the user, the relevant authority, and the transport operator standpoints.
  
- c. Recommendations and improvement measures for the institutional organization.
  - Actions to strengthen the CFSI as a management body including statistics control, among other functions.
  - Proposal of changes required on definition of roles and responsibilities, organization of areas and required personnel for the CFSI.
  
  - Proposal for training of management and staff to provide the highest level of service to the Public.
  
  - Identify areas of improvement in terms of infrastructure, boats, technology and safety.
  - Prepare costed Optimization Plan;
  - Present and discuss findings with MPI and other relevant stakeholders by way of one-hour PowerPoint Presentation.

#### **4. CHARACTERISTICS OF THE CONSULTANCY**

**Type of consultancy:** Individual

**Procurement Method:** Quality and Cost Based Selection (QCBS)

**Consultancy Budget:** Ten million (**\$10,000,000**) Guyana dollars

**Duration:** The consultancy services are to be carried out over a period of **one hundred and twenty (120) calendar days.**

**Place of work:** Georgetown, Guyana

**Qualifications and Experience:** The Consultant shall have at least a Master of Science Degree in Engineering, Economics, Management or any Master's Degree related to Planning and no less 5 years' relevant experience in the conduct of demand analysis, surveys and formulation of transportation planning.

#### **5. INPUTS**

5.01 MPI will make available to the consultants: Plans, Reports and operating records of the existing facilities that might be necessary and applicable in the execution of the services required under these TOR.

5.02 The consultants will be responsible for obtaining all additional information, the execution of all studies, surveys and other services necessary for the correct execution of the services required under this TOR.

5.03 MPI will assist the consultants in obtaining from government departments and other sources, other basic data that might be necessary for the execution of the work required under these TOR.

#### **6. REPORTING REQUIREMENTS AND DELIVERABLES**

The Consultant will propose a detailed outline, content and schedule of completion of all working documents and reports for this Consultancy. All the reports will be in MS Word for text and MS Excel for spreadsheets. All reports and drawings will be presented in an electronic form and in **five (5)** hard copies to MPI.

The minimum requirements are given below follows.

- **First deliverable - Work Plan** – with detailed outline, content, and schedule of completion of all working documents and reports for this project. This Work Plan is to be submitted after 21 days of commencement of assignment.
- **Second Deliverable – Draft Final Report** which documents the results of activities described in the Terms of Reference. This Report is to be submitted after 100 days of commencement of assignment.
- **Third Deliverable - PowerPoint Presentation of Main Findings and Recommendations** - On completion of the second deliverable, the Consultant will facilitate a Workshop where with the aid of PowerPoint Presentation(s) the findings of the study will be discussed with an audience comprising of the Ministry of Public Infrastructure and the Ministry of Finance. The Ministry of Public Infrastructure will be responsible for the workshop planning.
- **Fourth Deliverable – Final Report** – The Final Report would incorporate all the comments from the Draft Final Report as well as feedback from the PowerPoint Presentation. The Final Report must contain the Optimization Plan.

## **7. DURATION AND PAYMENT SCHEDULE**

The assignment should be completed in a period of **120 days** from the date of contract signing.

- a. **First Payment:** 10% of total contract value, with the successful delivery of the Work Plan.
- b. **Second Payment:** 45% of total contract value, with the successful delivery of the second deliverable
- c. **Third Payment:** 45% of total contract value, with the successful delivery of the final report.

## **8. COMMENTS BY THE CONSULTANT**

The Consultant may make comments on, and make suggestions for, improvements to the TOR. The financial implications, if any, of these recommendations should be indicated separately in the Financial Proposal.

## **9. UNDERTAKINGS OF THE GOVERNMENT OF GUYANA**

In undertaking this assignment, the Consultant is required to work closely with the Central Transport Planning Unit (CTPU) of the Ministry of Public Infrastructure. The Consultant will

report to the Chief Transport Planning Officer, Ministry of Public Infrastructure or such personnel as may be appointed by the Chief Works Officer. The Consultant shall utilize his own office space, computer and software towards completing the assignment.

**10. EVALUATION CRITERIA**

Shortlisted Consultants will be evaluated as follows:

**PART I**

General Requirements		Responsiveness	
		Yes	No
1.	Consultant must possess at least a Master of Science Degree in Engineering, Economics, Management or any Master’s Degree related to Planning.		
2.	At least 5 years’ relevant experience in the conduct of demand analysis, planning and administration of surveys, management and process review. Knowledge of Maritime Transport would be an asset		
3.	Copy of TIN Certificate (if applicable)		
4	Valid NIS and GRA Compliance Certificates (if applicable)		
5	Price Proposal in a separately sealed envelope		

Any Bidder who receives a ‘No’ in any of the criteria stated above shall be Non- Responsive.

## PART II

<b>Evaluation Criteria</b>	<b>Min</b>	<b>Max</b>
Specific experience of the Consultant relevant to the assignment.	<b>30</b>	<b>40</b>
The number of points to be assigned shall be determined considering the following three sub-criteria and relevant percentage weights:		
General qualifications	6	8
Adequacy for the Assignment	12	16
Specific Experience	12	16
Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	<b>30</b>	<b>60</b>
Technical approach and methodology	15	25
Work Plan	15	25
Language and knowledge of local conditions and administrative system	0	10
<b>Total points Weight</b>		<b>100</b>
<b>The minimum technical score required to pass is: 70 Points</b>		
The formula for determining the price scores is the following: $P_p = 100 \times P_m / F$ , in which $P_p$ is the price score, $P_m$ is the lowest price and $F$ the price of the proposal under consideration. The weights given to the Technical and Price Proposals are: <b>T = 0.8 and P = 0.2</b>		

The Contract would be awarded to the Individual whose bid is determined to be substantially Responsive to the Bid Document and who has offered the **lowest evaluated Price.**

**11. DOCUMENTS TO BE SUBMITTED BY THE CONSULTANT**

- 1.0 A detailed Curriculum Vitae
- 2.0 Evidence of past experience undertaking similar services
- 3.0 Work methodology and implementation plan
- 4.0 Copy of TIN Certificate (for Guyanese nationals only)
- 5.0 Valid NIS and GRA Compliance Certificates
- 6.0 A Price Proposal in a separately sealed envelope

Proposals must be submitted as follows: **items 1.0 to 5.0** in a sealed envelope and **item 6.0** in a separately sealed envelope. Both envelopes shall be clearly marked on the top right-hand corner: ***“Consultancy Services for The Optimization of the Canawaima Ferry Service Inc (Guyana)”*** and delivered to the Tender Box at Address 2 below by **09:00 hrs on Tuesday, February 5, 2019.**

<p><b><u>Address 1</u></b></p> <p><b>Mr. Geoffrey Vaughn</b> <b>Co-ordinator</b> Works Services Group Ministry of Public Infrastructure Fort Street, Kingston, Georgetown, Guyana. Tel: (592) 223-1610 <b>E-mail: <a href="mailto:ctpuwsg@gmail.com">ctpuwsg@gmail.com</a></b></p>	<p><b><u>Address 2</u></b></p> <p><b>The Tender Box</b> National Procurement and Tender Administration Board Ministry of Finance Main &amp; Urquhart Street Georgetown, Guyana.</p>
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## EVALUATION REPORT

<b>Date:</b>
<b>(1) Name of organization:</b>  <b>Address:</b>  <b>Telephone/fax No:</b>
<b>(2) Name of Consulting Assignment:</b>
<b>(3) Total Cost Estimate of Assignment (including fees, petty, travel expenses, etc.):</b>
<b>(4) Period of Assignment:</b>
<b>(5) Date of Dispatch or Publication of the Letter of Invitation:</b>
<b>(6) Full name of individual consultants invited:</b>  1)  2)  3)  4)
<b>(7) Base for evaluation criteria</b>  A. Specific experience of the Consultant relevant to the assignment. <div style="text-align: center;"><input type="checkbox"/></div> B. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:  Technical approach and methodology <div style="text-align: center;"><input type="checkbox"/></div> Work Plan <div style="text-align: center;"><input type="checkbox"/></div> Language and knowledge of local conditions and administrative system <div style="text-align: center;"><input type="checkbox"/></div>



**(8) Deadline for submission of Proposals:**

**(9) Full name of the consultants submitted Proposals**

- 1)
- 2)
- 3)
- 4)

**(9) Members of Evaluation Committee: (Full name, title of each member)**

- 1)
- 2)
- 3)

**(11) Evaluation summary: (Attach summary of evaluation of each candidate's CV regarding TOR and other criteria/ evaluation requirements).**

**(12) Results of evaluation of Proposals:**

Full name of shortlisted consultants	Advantages	Disadvantages
1		
2		
3		

**(13) Based on an evaluation of the Proposal and a ranking of the consultants in accordance with the evaluation criteria, and compliance with the qualification requirements and requirements specified in TOR, the Committee recommends awarding the Contract to the following candidate:**

Full name of individual consultant: \_\_\_\_\_

Contract Price: (to be identified in negotiations)

Period of Consulting Services: (to be identified in negotiations)

Complaints (if any)

**Signature of Chairperson of Evaluation Committee: \_\_\_\_\_**

**Members:** (1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

## Notification of Results

**Date:**

**To:**                    *(Full name of Consultant)*  
                              *(Address of Consultant)*

1. This is to notify you that your information and qualification in the form of Curriculum Vitae dated the \_\_\_\_\_ of \_\_\_\_\_ 200\_\_ for providing consulting services has been compared in the evaluation and has obtained the maximum scores. You are therefore determined to be successful.
2. This is to offer you to submit your financial proposal (lump-sum price and reimbursable expenses) for providing consulting services \_\_\_\_\_ (brief description of services) in order to commence negotiations and sign the contract.
3. Negotiations on the Contract will be held either by fax, telephone, or email. In case of an unreasonable delay by the Consultant, the Client has a right to withdraw the Invitation for negotiation under the Contract that is reflected in this Notification. In case of a failure to reach an agreement under the Contract, negotiations with individual consultant will be terminated, and new negotiations will be held with a candidate who would have won the second place according to the evaluation scores.
4. You should commence the assignment on..... (Date). The Client will take any required measures for the selection of consultant during that period.
5. According to the evaluation to perform that assignment, it is required \_\_\_\_\_ (specify period).
6. Please, consider that the expenses incurred for negotiations under the contract shall not be reimbursed as direct expenditures on the assignment.
7. The following documents shall be attached to the Notification:
  - a. Form of Price Schedule and Reimbursable Expenses.
  - b. Form of Contract.
8. For further information, please, contact Mr. \_\_\_\_\_ at the following number and address:
9. Please, send your financial proposal by fax, email or at the above address before \_\_\_\_\_ (indicate the date)

Yours sincerely,

Manager of procuring entity \_\_\_\_\_

## Cost Estimate of Services and Schedule of Rates

### (1) Remuneration

Full name	Rate (per working day)	Working hours (number of working days)	Total (monetary unit)
(a)			
(b)			
			<b>Sub-Total (1)</b>

### (2) Reimbursable expenses<sup>1</sup>

	Rate	Calendar days	Total
(a) International Travels			
(b) Local Transport			
(c) Services of Interpreter			
(d) Printing and Production of Reports			
			<b>Sub-Total (2)</b>

Total Cost	
Contract Ceiling	<b>\$10,000,000</b>

<sup>1</sup> Include expenses for international travels, local transport, travel expenses, visas, airport charges, other expenses related to travels; expenses are reimbursed based on their actual price upon having supporting documents/receipts, exclusive of per diem (rates of per diem is fixed and includes cost of accommodation, food and subsistence level for the period spent in traveling).

**LUMP-SUM PRICE  
CONTRACT FOR CONSULTING SERVICES**

**CONTRACT**

THIS CONTRACT *Consultancy Services for The Optimization of The Canawaima Ferry Service Inc (Guyana)* is entered into this \_\_\_\_\_ *[insert starting date of assignment]* by and between *The Ministry of Public Infrastructure* ("the Client"), having been registered at the address *Fort Street Kingston, Georgetown, Guyana* and \_\_\_\_\_ *[insert Consultant's name]* ("the Consultant"), having its principal office located at \_\_\_\_\_ *[insert Consultant's address]*.

WHEREAS, the Client wished to have the Consultant to perform the services hereinafter referred to; and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1 Services** (a) The Consultant shall perform the services specified in the Terms of Reference which is the integral part of this Contract.  
(b) The Consultant shall submit to the Client the reports in the form and within the time periods specified in the Terms of Reference.
- 2 Term** The Consultant shall perform the Services during the period commencing \_\_\_\_\_ and continuing through **One Hundred and Twenty Days (120)**, or any other period as may be subsequently agreed by the parties in writing.
- 3 Payment** (a) Ceiling

For Services rendered pursuant to Annex No.2, the Client shall pay the Consultant an amount not to exceed XXXX. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

(b) The schedule of payment is specified below:

Amount	Currency	upon the Client's receipt of a
10%	GY\$	Work Plan, acceptable to the Client;
45%	GY\$	upon the Client's receipt of the draft final report, acceptable to the Client; and
45%	GY\$	upon the Client's receipt of the final report, acceptable to the Client.
<b>100%</b>	<b>GY\$</b>	<b>Total</b>

(c) Payment Conditions

Payment shall be made in Guyana Dollars not later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

- 4 Client** (a)Coordinator.
- The Client designates Mr. Geoffrey Vaughn as Client’s activities under this Contract, for acceptance and approval of the reports or of other deliverables by the Client and for receiving and approving invoices for the payment
- (b)Reports.
- The reports listed in the Consultant’s Reporting Obligations, shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.
- 5 Defects Liability** Not Applicable
- 6 Liquidated Damages** Any delay on the part of the Consultant in completing the assignment/service within the stipulated period will render him liable to pay liquidated damages as follows:
- (a) A rate of 0.02 % per week of the bid price
  - (b) A maximum of 5 % of contract price
  - (c) Thereafter, the procuring Entity has the right to cancel the contract and demand all form of damages
- 7 Mobilization Advance** Not Applicable
- 8 Performance Bond** Not Applicable
- 9 Penalties** A Penalty for slow performance or non-performance will be imposed in the rate prescribed for Liquidated Damages. Slow or non-performance will be assessed against the project’s approved work Programme and will commence from the first quarter of the project life. After 10 % of the contract sum is deducted for penalties, the procuring entity has the right to cancel the contract and demand all form of damages
- 10 Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 11 Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 12 Consultant Not to be Engaged in Certain Activities** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business and operations without the prior written consent of the Client.

- 13 Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 14 Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 15 Law Governing Contract and Language** The Contract shall be governed by the laws of the Cooperative Republic of Guyana, and the language of the Contract shall be English.
- 16 Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication in accordance with the laws of the Client's country.
- 17 Prohibited Practices**
- 17.1 The Client requires that all firms, entities and individuals bidding for or participating in Government-financed activities including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Government all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The client has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the client for the appropriate investigation. The client has also adopted sanctions procedures to adjudicate cases. The client has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.
- (a) The Client defines, for the purposes of this provision, the terms set forth below:
- (i) A “corrupt practice” which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
- (v) An “obstructive practice” which is:

- 1) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede the clients' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - 2) acts intended to materially impede the exercise of the Client's inspection and audit rights.
- (b) If, in accordance with the Sanctions Procedures of the Client, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Government-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice in any phase of the award and execution of services.
- (c) The Client requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the client to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the client. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the client with its investigation. The client also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Government-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Government-financed activities to respond to questions from Client personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Client's request, or otherwise obstructs the investigation, the client, in its sole discretion, may take appropriate action against the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.
- (d) If goods or services, works or consulting services are procured directly from a specialized agency, all provisions regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or to any

other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Government-financed activities. The client will retain the right to require the consultant to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the client's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the client, the client will not finance the related expenditures and will apply other remedies as appropriate.

## **18 Termination**

This contract may be terminated by either Party as per provisions set up below:

### 14.1. By the Client

14.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (c); at least sixty (60) calendar days' written notice in case of the event referred to in (d):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (b) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

### 14.2. By the Consultant

The Consultant may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause. In such an occurrence the Consultant shall give at least thirty (30) calendar days' written notice of termination to the Client.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration.



14.3 Payment upon Termination

Upon termination of this Contract, the Client shall make payments to the Consultant for services satisfactorily performed prior to the effective date of termination.

**FOR THE CLIENT**

**FOR THE CONSULTANT**

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_