

## **INSTRUCTIONS TO BIDDERS – TENDER 2021 – Newrest Guyana**

**Date: 28/01/2021**

**Project: Guyana Food Supply**

**Reference: RFP FOOD 2021\_01**

### **CONDITIONS OF NEWREST TENDER**

At the end of the tender process NEWREST will list the selected supplier(s) for the period at time from 01/03/2021 to 31/08/2021

The negotiated prices at the end of this tender will be implemented into the NEWREST's purchase book.

#### **1. SCOPE OF WORK**

NEWREST is issuing this tender for the supply and delivery of frozen food items.

#### **2. REQUEST FOR PROPOSAL - APPENDIX 1**

The cells that are highlighted in yellow on the attached Excel File have to be fulfilled as precisely as possible.

- Unit measurement for which this price is valid (Liter, Kilogram, Pound, Unit...)
- Prices must be expressed in GYD.
- Prices must include transportation to Newrest Warehouse - Lot 1 Eccles Industrial site, East bank Demerara, Georgetown, Guyana

#### **3. QUALITY HEALTH SAFETY ENVIRONMENT REQUIREMENTS**

By submission of the Bid, the supplier undertakes to consider and respect the policies and processes concerning Quality, Health, Safety and Environment as described in the documents in APPENDIX 2 – QHSE POLICIES.

#### **4. ORDERING PROCESS**

Upon receipt of the purchase order, the Supplier must confirm **within 24 hours** the availability of each product, the quantity, the DLC and the delivery time. Any missing or anomaly with respect to the order must be reported by the Supplier before delivery.

#### **5. VOLUMES AND PURCHASING FORECASTS**

The volumes of this tender are given as an indication and do not represent a commitment or order. These figures may evolve according to NEWREST activity.

#### **6. MODALITIES OF RESPONSE**

Suppliers must complete these following documents:

- **APPENDIX 1 – REQUEST FOR PROPOSAL – TENDER NEWREST**
- **APPENDIX 3 – BUSINESS RELATIONS DECLARATION**
- **APPENDIX 4 – SUPPLIER IDENTITY SHEET**

These documents must be returned in their original format and a signed soft copy (PDF) in order to validate the participation in the Tender.

Your response and the tender documents have to be returned by email to:  
[suppliers.guyana@newrest.eu](mailto:suppliers.guyana@newrest.eu)

**7. KEY DATES**

STEPS	RESPONSIBLE	DEADLINE
Dispatch of RFP	NEWREST	2021.02.01
Clarifications	NEWREST & BIDDERS	2021.02.05
Closing date of bids	BIDDERS	2021.02.08
Analysis and negotiations	NEWREST & BIDDERS	2021.02.19
Awarding of contracts	NEWREST	2021.02.24
Deadline for receipt of contracts and supplier sheets	BIDDERS	2021.02.26
Starting of deliveries	BIDDERS	2021.03.01

**8. PAYMENT TERMS**

The payment terms of NEWREST are 45 days from the date of receipt of the invoice.

**9. VALIDITY OF THE BID**

The bids that are submitted for this tender must be definitive.  
 The prices on the bid must be applicable for all orders placed over the duration of the contract from 2021/03/01 to 2021/08/31.

**10. CONTRACT**

Each supplier selected by NEWREST for the period from 2021/03/01 to 2021/08/31 shall sign a contract with NEWREST based on the standard contract attached to this tender in **APPENDIX 5**.

**11. ANTI CORRUPTION – ETHICAL CLAUSE**

The Parties have the obligation not to commit, authorize or permit any act likely to cause a violation of applicable anti-corruption laws. This obligation applies specially to illegitimate payments to public and / or economic agents or members of their family or private companies.

Each Party certifies that no offer, donation, payment, remuneration or benefit of any kind that, considered to be an unlawful act or practice of bribery has been or will be granted to any person, directly or indirectly, in view or in consideration of the negotiation, conclusion or performance of this Agreement.

Each Party shall more generally behave in accordance with the applicable law and shall, as soon as it becomes aware, inform the legal representative of any request received from any employee or representative of another Party, who may constitute an act of corruption or unethical. Failure by a Party to comply with its obligations under this Article shall constitute a breach of a substantial obligation

**12. BUSINESS RELATION DECLARATION (Business owner / Manager)**

For transparency and loyalty, all suppliers must disclose a complete list of any business relationship they maintain with NEWREST Employees. Therefore, as part of the response

to this Tender, each supplier must complete the business relation declaration attached in **APPENDIX 3**.

### **13. LOCAL CONTENT – Newrest local preferred Supplier**

With the aim of preserving the environment through reducing the carbon footprint and to support the local economy, Newrest will preferably procure products from Guyana territory and with a special focus on fresh, seasonal from sustainable production products.

In order to be listed as a **Newrest Local Preferred Supplier** the bidders shall comply to the following specifications.

#### **Newrest Local Food Content specifications:**

- Submit a Good Agricultural Practices (GAP) or Equivalent certificate
- Describe the actions taken aimed at reducing the footprint on the environment (example: optimization of logistics flows, reduction of packaging)
- Comply with registration list issued by the PESTICIDES AND TOXIC CHEMICALS CONTROL BOARD see APPENDIX 6.
- Set up a traceability system based on the registration of Shelf life or batch numbers
- Be Center for local business development Registered

### **14. NEWREST DELIVERY SITES**

The goods must be delivered on the NEWREST site whose address is listed below:

**Warehouse Newrest**  
Lot 1 Eccles Industrial site  
East bank Demerara  
Georgetown, Guyana