

STANDARD BID SOLICITATION DOCUMENT
GOVERNMENT OF GUYANA



***Supply and Delivery of Light Emitted Diode (LED)
Bulbs for the Guyana Energy Agency***

GUYANA ENERGY AGENCY

March 7, 2023



GOODS AND RELATED SERVICES (VALUE G\$15 million and above)

Introduction

Preface

This Standard Bid Solicitation Document (SBSD) has been prepared by the National Procurement and Tender Administration Board (NPTAB) for use by Procuring Entities for the procurement of goods and services. The procedures and methods presented in this document have been 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 Guyana's Public Procurement Legislation.

In order to simplify the preparation of the bid document for each individual procurement proceeding, the SBSB groups the provisions that are not intended to be changed in "the Instructions to Bidders" and in "the General Conditions of Contract". Data and provisions specific to each procurement and contract should be included in the Bid Data Sheet, the Special Conditions of the Contract, Technical specifications, price schedule, schedule of requirements and the Evaluation Criteria. The applicable forms are listed in the table of contents, below.

Request for additional information can be forwarded to:

The Guyana Energy Agency
Telephone number: 592-225-8569
gea@gea.gov.gy
www.gea.gov.gy


CONTENTS

Invitation for Bids (IFB)	3
Instructions to Bidders (ITB)	4
Bid Data Sheet (BDS)	10
General Conditions of Contract (GCC)	12
Special Conditions of Contract (SCC)	16
Delivery Schedule	18
Technical Specifications	19
Supplier's Bid	22
Price Schedule	23
Contract	24
Bid Security	25
Manufacturer's Authorization	25
Performance Security	27
Letter of Acceptance	28
Authorization for Signing the Bid	29
Evaluation and Qualification criteria	30
Pending Litigation Form	33

INVITATION FOR BIDS (IFB)

1. **The Guyana Energy Agency** hereinafter referred to as “the Procuring Entity”, invites eligible bidders to submit their bids for the **Supply and Delivery of Light Emitted Diode (LED) Bulbs for the Guyana Energy Agency**, as per the required specifications mentioned in the Bidding Documents.
2. Required period of supply: **One hundred and twenty (120) days from the signing of the Contract.**
3. The bidding documents may be purchased by interested bidders on the submission of a request to the address below and upon payment of a non-refundable fee of G\$2,000 (two thousand Dollars) or its equivalent in a freely convertible currency from the Cashier of the Guyana Energy Agency Alternatively, interested eligible bidders may download a free copy the Bidding Documents from the GEA website at www.gea.gov.gy
4. All Bidders should submit their bids together with an original bid security of 2% of the tendered amount not later than 9:00 hours on the **4th day of April 2023** at the: **National Procurement & Tender Administration Board, Ministry of Finance, 49 Main & Urquhart Streets, Georgetown.**

Clarifications must be submitted in writing to the GEA’s email address at gea@gea.gov.gy no later than one week prior to the deadline for bid submission.
5. Bids shall be valid for one hundred and twenty (120) days after the date of bid opening.
6. Bids shall be opened by the National Procurement and Tender Administration Board in the presence of Bidders’ representatives who wish to attend, at 9:00 hours on the **“4th” day of April 2023** at the address: 49 Main and Urquhart Streets, Georgetown.
7. Bidders are required to complete the Bidders Registration via the following NPTA website: <https://www.npta.gov.gy/bidders-registration/>



Dr. Mahender Sharma
Chief Executive Officer



INSTRUCTIONS TO BIDDERS

A. Introduction

1. Description of the Procurement

1.1 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.

1.2 The successful bidder will be expected to complete the works by the expected date of completion specified in the special conditions of contract (SCC)

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, 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 bidding documents, 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 cases when the indicated facts are discovered, the Bidder's bid shall be rejected.

B. Bidding Documents

3. Clarification and Amendment of Bidding Documents

- 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 documents by issuing an Addendum 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 their 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 their 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 one (1) original bid and one (1) hard copy 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 copies of the bid in different envelopes, marking them “**ORIGINAL**” and “**COPIES**”, as appropriate *plus two (2) exact electronic PDF copies on USB Flash Drives*. The envelopes shall then be sealed in an outer envelope.
- 10.4 The outer envelope shall:
- (a) be addressed to the **Chairman, National Procurement & Tender Administration Board (NPTAB), Main & Urquhart Streets, Georgetown, Guyana.**
 - (b) bear the Name of the Project (*Supply and Delivery of Light Emittted Diode (LED) Bulbs for the Guyana Energy Agency*) and the words: “**DO NOT OPEN BEFORE**” 9:00 hours on the 4th day of April 2023.

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 their bid after the bid’s submission, provided that the Procuring Entity will receive a written notice of modification, substitution or withdrawal of bid before the deadline for submission of bids.
- 12.2 The Bidder’s modification, substitution 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.

D. 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 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 Procuring Entity may, at its discretion, request the Bidder to provide clarification of their 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 Procuring Entity 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 Procuring Entity 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, their bid shall be rejected.
- 14.5 The Procuring Entity 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 their 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 Regulation 3(1)(b) of the Procurement (suspension and debarment) Regulations 2019.

E. 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 of quantity **not exceeding 10 percent variation**)

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

- 18.1 The Procuring Entity 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 their 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 7 (seven) days fails to return the Contract signed by them, 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 Procuring Entity requires that Bidders observe the highest standards of ethics during the bidding process 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 (*where applicable*).

24. Defects Liability:

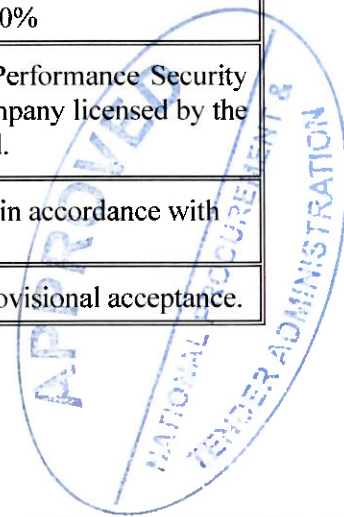
- 24.1 The “Defects Liability Period” for the goods and related services is six (6) months from the date of taking over possession or such other period as may be specified in the Bid Data Sheet. During this period, the supplier will be responsible for rectifying any defects or replacement of goods free of cost to the Procuring Entity.

Bid Data Sheet (BDS)

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

Item No.	
ITB 1.1	<p>Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, tel: 592-226-0394, gea@gea.gov.gy.</p> <p>The subject of the procurement is: <i>Supply and Delivery of Light Emitted Diode (LED) Bulbs for the Guyana Energy Agency</i></p>
ITB 2.1	To qualify for award of the Contract, the bidders shall meet the qualification requirements set out in the evaluation criteria (page 30)
ITB 4.1	<p>Language of Bid shall be English Language.</p> <p>All submission must be in English.</p>
ITB 5.1	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> 1. Evidence of Financial Capability in the amount of 30% of the bid price in the form of a bank statement or letter of credit from a commercial bank in the name of the bidder dated one month prior to bid submission. Letter 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 of the letter of credit or bank statement is presented, it must be certified a "true copy of the original" by the issuing company. 2. Submission of a valid business registration or certificate of incorporation, inclusive of list of directors, that is clearly legible. Where bidder is part of an unincorporated joint venture, a legible copy of joint venture agreement is required. Copy of joint venture agreement must state the joint venture partner to which invoice will be paid and contract to be signed. Where bidder is a joint venture company, a legible copy of certificate of incorporation is to be submitted. Each party must submit valid compliance as per items 2 and 3 of the Evaluation Criteria. 3. Written confirmation of authorizing signatory must be provided. For the incorporated company this must be in the form of a Power of Attorney endorsed by a Commissioner of Oaths or Justice of Peace. For a registered business that has appointed an employee to sign the bid, a letter of authorizing signatory must be provided. 4. Valid certificates of compliance from GRA and NIS and VAT registration (only applicable to Bidder's resident in the country of the Procuring Entity). 5. Completed litigation form on page 33 of the bidding documents. 6. A letter stating any or no termination or abandonment of projects. The letter must be dated within one month of the bid opening date. 7. Provide documentary evidence to demonstrate that the Goods offered meet all the technical specifications of the bidding document. Technical literature must include data sheets and

	<p>specific technical information on the items;</p> <p>8. An implementation schedule indicating important milestones such as equipment delivery. Frequent progress reports and work plan are to be provided to the Procuring Entity as required by the procuring entity during project execution.</p> <p>9. Bidder must provide audited financial statements for the years: 2019, 2020 and 2021 for incorporated companies. Financial statements must be audited by a Chartered accountant/accountancy firm and include an auditor's note.</p> <p>OR</p> <p>Registered businesses must provide Balance Sheets, Profit and Loss Accounts, and Income and Expenditure Accounts for the years: 2019, 2020 and 2021 These financial statements must be approved by a Chartered accountant/accountancy firm. The financial analysis would include: Current ratio: >1 for each year of the last 3 years; Net worth: +ve and minimum of 20% of bid value; Average annual turnover: GYD 6 million.</p> <p>The detailed evaluation criteria can be found on Page 30 of the bidding documents</p>
ITB 6.1	<p>The price quoted by bidders shall be on the basis of CIF to port Georgetown for goods delivered to Guyana, including cost for transport to the site. 2010 incoterms are applicable.</p> <p>Bidders shall quote for the entire <i>Supply and Delivery of Light Emitted Diode (LED) Bulbs for the Guyana Energy Agency</i> on a <u>"single responsibility"</u> basis such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect to the <i>Supply and Delivery of Light Emitted Diode (LED) Bulbs for the Guyana Energy Agency</i>. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.</p>
ITB 7.1	Currency of Bid shall be in Guyana Dollars.
ITB 8.1	A bid security of two percent (2%) of the tendered sum is required in the form of a Bank guarantee or a bond from an Insurance company licensed by the Bank of Guyana.
ITB 9.1	The period of validity of bid is One hundred and twenty (120) days
ITB 11.1	Deadline and place for submission of bids: 9:00 hours on the 4th day of April 2023 at <i>The National Procurement & Tender Administration Board, Ministry of Finance, Main & Urquhart Streets, Georgetown, Guyana</i>
ITB 13.1	Time and place for opening of bid: 9:00 hours at <i>The National Procurement & Tender Administration Board, Ministry of Finance, Main & Urquhart Streets, Georgetown, Guyana.</i>
ITB 17.1	Increase or decrease in the quantity of goods and services not exceeding 10%
ITB 20.2	The amount of the performance security is 10% of the contract price. Performance Security must be in the form of a Bank Guarantee or a bond from an Insurance company licensed by the Bank of Guyana. This shall be valid for the duration of the contract period.
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 defect's liability period is six (6) months following provisional acceptance.



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 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 as provided under GCC Clause 13, any 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:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) 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.

GCC Clause No.	Special Conditions of Contract
1.1	<p>Definitions</p> <p>The Procuring Entity is the Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, Guyana tel:(592) 226-0394, Fax:(592) 226-5227, gea@gea.gov.gy.</p> <p>The Supplier is _____ (indicate full name, legal address, phone, fax and e-mail of Supplier)</p> <p>The Subject of procurement is: <i>Supply and Delivery of Light Emitted Diode (LED) Bulbs for the Guyana Energy Agency</i></p> <p>Warranty The supplier warrants all Goods supplied under the contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract. The supplier further warrants that all Goods supplied under this contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>36 months complete system warranty is applicable from provisional acceptance date.</p> <p>The Supplier shall provide at least three (3) years local after sales service.</p>
3.1	<p>Performance Security The amount and form of Performance Security is: 10% of the contract price in the form of a Bank Guarantee or a bond from an Insurance Company licensed by the Bank of Guyana. The bond shall be valid for the entirety of the contract period.</p>
4.1	<p>Packing: The Supplier shall provide such packing of the Goods as is required to prevent damage or deterioration during transit to final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit.</p>
5.1	<p>Delivery, Transportation The following documentations are to be provided by the Supplier to the Procuring Entity:</p> <ol style="list-style-type: none"> 1) Copies of Supplier's invoice indicating a description, quantity, unit price of the Goods and sum total. 2) Shipping order, railway receipt or truck receipt. 3) Warranty certificate of Manufacturer or Supplier; 4) Inspection certificate issued by the authorized inspection service, and the supplier's factory inspection report (if any);

	<ul style="list-style-type: none"> 5) Certificate of origin; 6) Certificate of conformity 7) Certificate of Quality 8) Packing list identifying contents of each package, and clearly showing Shipping marks and package numbers, kind of package, contents, dimensions, and Gross weights of each package in pounds or kilos 9) Full set of ocean on-board bills of landing, of air waybills or courier/parcel post Certificates consigned to the Purchaser.
6.1	<p>Payment schedule</p> <p><i>Supply and Delivery of Light Emitted Diode (LED) Bulbs for the Guyana Energy Agency, Region 4 as per Price Schedule below</i></p> <ul style="list-style-type: none"> (a) Ten percent (10%) of the contract price within 14 days of signing the contract and the submission of the Bank Guarantee or performance bond. (b) Eighty percent (80%) of the contract after: <ul style="list-style-type: none"> a. Submission of the documents specified in Clause SCC 5.1 b. Inspection, testing and acceptance of the lamps delivered based on full compliance with the technical specifications. <p>Payment(s) will be done ten (10) business days after verification of the technical specifications in compliance with the tender.</p> (c) Ten percent (10%) of the contract price upon expiry of the defect's liability period barring the correction of defects.
7.1	<p>Evidence that shows the supply and completion of goods/services a minimum of two (2) contracts of similar size and scope to the Project over the last five (5) years. Bidder must provide copies of contracts, or copies of valid invoices showing items supplied to previous clients. Bidder must also demonstrate the experience of supplying goods/services to a minimum value of G\$3,000,000 over the last five (5) years</p>
9.2	<p>Liquidated Damages</p> <p>Applicable rate: 0.05% per day for untimely execution of order.</p> <p>Maximum deduction: 10% of the delayed works/delivery</p>
11.2	<p>Settlement of Disputes</p> <p>Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.</p>
14.1	<p>Taxes and Duties</p> <p>The version edition of INCOTERMS shall be: Delivered Duty Paid (DDP)</p>

Delivery Schedule/ 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	Procuring Entity's Completion Schedule -- days as of signing of the contract	Bidder's Offered Completion Schedule	
					Earliest Delivery	Latest Delivery
1	Supply and Delivery of LED Bulbs as follows: <ol style="list-style-type: none"> 1. Power rating \leq 8 watts 2. 100 – 265 V, 50 - 60Hz 3. Edison screw base - ES27 4. Color Temperature 5000 K 5. 80 and Above Color Rendering Index 6. Lumens output \geq 960 lumens 7. Luminous efficacy: \geq 120 lumens/watt 8. Power factor \geq 90% 9. Driver Efficiency \geq 90% 10. Certification UL or CE, RoHS 11. \geq 25,000 Hours Average Life 12. Warranty: 3 years 	15,000	295 Quamina Street, South Cummingsburg, Georgetown, Region 4	120		

Duly authorized to sign for and on behalf of

(Name of Bidder)

(Full name)

(Title)

(Signature and seal)

TECHNICAL SPECIFICATIONS

1. General

The tender calling for bids is dedicated to identify and contract a Supplier to deliver efficient lighting systems at the locations identified in the bidding documents as per the following:

- 1.1 Procure and supply the requested LED bulbs and tubular LED lamps according to the specifications and schedule of requirements provided;
- 1.2 Provide all technical documentation including manuals and direction of installation to the GEA; and
- 1.3 Providing after-sales services to GEA for at least three years after supply of goods.
- 1.4 The supplier warrants all Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

The bidder shall include all brochures, certifications, technical specifications, brand, and models of the equipment provided in one location in their submission in the following order.

1. Brochure(s)
2. Technical specifications sheets
3. Certifications (*UL certificate, CE, RoHS complaint, Energy Star*)

Bidders must ensure that all equipment supplied under the contract is new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

2. Specifications of Required Hardware

2.1 General Remark

- a) All goods supplied must have the requisite certification and comply with the specifications listed below.
- b) The Bidder is fully responsible for organizing and guaranteeing timely delivery and transport of the goods to the site.

2.2 LED Bulbs

The LED Bulbs are to replace existing CFL and incandescent bulbs and should meet the following minimum requirements.

No	Description	Minimum Value
1	Item	LED Bulb
2	Rated Power	≤ 8 watts
3	Cap-Base	Edison Screw Base – E27
4	Color	Natural White
5	Nominal Lifetime	$\geq 25,000$ hours
6	Temperature	5,000K
7	Lumens Output	≥ 960 lumens
8	Luminous Efficacy	≥ 120 lumens/watt
9	Heat sink	Well defined thermal management system should be provided and LED must be mounted on heat sink conductive bars with suitable large surface area by means of fins to dissipate the heat to ambient air
10	Lens/Diffuser	Frosted
11	Certification preferred	UL certificate, CE, RoHS complaint
12	Color Rendering Index	≥ 80
13	Power factor	≥ 0.9
14	Driver efficiency	≥ 0.9
15	Operating Voltage	85 – 265 Vac
16	Operating frequency	50 - 60Hz
17	Starting time	$\leq 1s$
18	Test Certificate	The test certificate of the LED lamps shall be provided.
19	Warranty	3 years
20	Local After sales service	The Supplier shall provide at least three (3) years local after sales service.

2.3 Special Features

A distinctive text MUST be screen printed on each LED bulb to be delivered. This text shall read: “**Guyana LED 2022**”. This text MUST be clearly identifiable and not easily removed. The thickness/height of text for this label shall be ≥ 1 cm.

3. Specification of Required Services

3.1 Delivery of Goods to Site

The Bidder is fully responsible for organizing and guaranteeing timely transport of the equipment to the site. GEA reserves the right to test random samples or all of the goods in the presence of the contractor after the goods have delivered

The Bidder is requested to present detailed information on the schedule of delivery and transport modalities of the goods to the site. Close coordination with responsible staff from the procuring entity will be done.

Transfer of Ownership

An Acceptance Inspection will be organized by the Procuring Entity and in presence of the Contractor to allow for the issuance of a completion certificate indicating the satisfactory completion of the delivery.

4. Warranty

Two types of warranty have to be offered by the Bidder:

- a) Warranty on hardware failures on all products offered and used according to international established terms;
- b) Warranty on the proper operation of the provided goods according to the specification and terms fixed in the contract between the Seller and the procuring entity.
- c) Any item found defective during the warranty period shall be replaced free of cost to the satisfaction of the procuring entity.

5. After Sales Service

The Supplier must provide a local after-sales service of no less than 3 years.

Brian Bontantini

SUPPLIER'S BID

TO: _____
(Name and address of Procuring Entity)

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 the **Supply and Delivery of Light Emitted Diode (LED) Bulbs for the Guyana Energy Agency** 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 seal)

PRICE SCHEDULE

Item No.	Brief Description of Goods	Explanatory Note	Quantity	Unit Price (GYD)	Delivery Cost plus taxes	Total Cost (GYD)
1	Supply of LED Bulbs	1. Power rating \leq 8 watts 2. 100 – 265 V, 50 - 60Hz 3. Edison screw base - ES27 4. Color Temperature 5000 K 5. 80 and Above Color Rendering Index 6. Lumens output \geq 960 lumens 7. Luminous efficacy: \geq 120 lumens/watt 8. Power factor \geq 90% 9. Driver Efficiency \geq 90% 10. Certification UL or CE, RoHS 11. \geq 25,000 Hours Average Life 12. Warranty: 3 years	15,000			

Please note that the procuring entity will not be responsible for customs clearance of the goods.

Duly authorized to sign for and on behalf of

(name of Bidder)

(Full name)

(Title)

(Signature and seal)

SUPPLY CONTRACT FOR GOODS

THIS CONTRACT made the _____ day of _____ 2023 between *Guyana Energy Agency* (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 Light Emitted Diode (LED) Bulbs for the Guyana Energy Agency*** 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 Sealed _____ *[Full name and title of Procuring Entity's representative]*

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

BID SECURITY
(Bank Guarantee or Insurance Bond)

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 Light Emitted Diode (LED) Bulbs for the Guyana Energy Agency* (hereinafter referred as "the Bid"),

KNOW ALL PEOPLE, that WE _____ *[name of Bank / Surety]* from _____ *[name of country]*, having our registered office at the address _____ *[address of Bank / Surety]*, (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 their 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 their 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 their 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 / Surety representative) *(Title)* *(Signature and seal)*

Dated on _____ day of _____ 202__.

Address of the Bank / Surety 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 or Insurance 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 _____ 202 _ to **Supply and Delivery of Light Emitted Diode (LED) Bulbs for the Guyana Energy Agency** (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee or Performance Bond from an Insurance company licensed by the Bank of Guyana, to the sum specified therein as a security for compliance 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 till the _____ day of _____ 202_.

(Full name of Bank / Surety's representative) (Title) (signature and seal)

Dated on _____ day of _____ 202_.

Address of the Bank issuing guarantee:

Letter of Acceptance
(Letterhead paper of Procuring Entity)

_____ (date)

To: _____
(Name of Supplier)

(address of Supplier)

We hereby notify you that your bid dated the _____ day of _____ 202__, for
the supply of goods _____ (description of
goods) up to a total
of _____
(amount in figures and words)

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

Simultaneously, we send you the Form of Contract and request you, pursuant to Clause 20.1
of the Instructions to Bidders, during seven (7) days to sign and date the Form of Contract
and return it at our address. Jointly with the signed Contract, we request you to furnish the
performance security, in accordance with ITB Clause 20.2.

You hereby entrusted to start supply of the Goods, in accordance with the terms and
conditions of a Contract.

Name of Agency _____

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 _____ 202____. (seal)
(date)

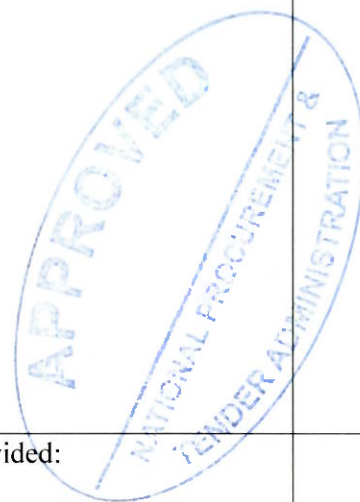
Note: The affidavit of authorization must be drafted on a letterhead of the Supplier and signed by a Commissioner of Oats to Affidavit or Justice of the peace. The Bidder shall include this authorization in their Bid.

EVALUATION AND QUALIFICATION CRITERIA

Supply and Delivery of Light Emitted Diode (LED) Bulbs for the Guyana Energy Agency

NO.	DESCRIPTION	PASS/FAIL
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.	
3.	Submission of a valid GRA compliance certificate in the name of the business as per business registration. Document must be clearly legible.	
4.	Completed and signed supplier's bid form (<i>page 22</i>)	
5.	Completed and signed price schedule must be submitted.	
6.	Completed and signed delivery schedule (<i>page 18</i>) or statement of agreement to supply goods/services within the period specified by the Procuring Entity in the delivery schedule.	
7.	Provision of documentation detailing the technical specifications for the items listed in the Schedule of Requirement (<i>page 19</i>) or evidence to show that the goods match the requirements of the items listed in the Technical Specifications (<i>page 19</i>).	
8.	Submission of bid security in the amount of 2% of the bid price in the form of a bond from an Insurance company licensed by the Bank of Guyana or a bank guarantee or manager's cheque.	
9.	Demonstrate experience and technical capacity by providing documentary evidence that shows the supply and completion of goods/services a minimum of two (2) contracts of similar size and scope to the Project over the last five (5) years. Bidder must provide copies of contracts, or copies of valid invoices showing items supplied to previous clients. Bidder must also demonstrate the experience of supplying goods/services to a minimum value of G\$3,000,000 over the last five (5) years.	
10.	Evidence of <i>financial</i> capacity, in the name of the bidder, representing 30% of the bid price. Financial Capacity must be evidence in the form of a bank statement or Line of credit from a bank or 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.	<p>Bidder must provide audited financial statements for the years: (2018, 2019 and 2020) for incorporated companies. Financial statements must be audited by a Chartered accountant/accountancy firm and include an auditor's note.</p> <p>OR</p> <p>Registered businesses must provide Balance Sheets, Profit and Loss Accounts, and Income and Expenditure Accounts for the years: (2018, 2019 and 2020). These financial statements must be approved by a Chartered accountant/accountancy firm. The financial analysis would include: Current ratio: >1 for each year of the last 3 years; Net worth: +ve and minimum of 20% of bid value; Average annual turnover: GYD 6 million.</p>	
14.	<p>The Bidder shall provide accurate information on the related bidding form as provided on page 33 about any litigation or arbitration resulting from contracts completed or on-going under its execution over the last five years.</p> <p><u>Pending Litigation:</u> All pending litigation shall in total not represent more 50% of the Bidder's net worth and shall be treated as resolved against the bidder. If bidder has pending litigation representing more than the stated percentage, the bid will not be considered.</p> <p><u>Litigation History:</u> Non-performance of a contract did not occur as result of supplier's default since 1st January, 2020. If bidder has a history of nonperforming contract the bid will not be considered.</p>	
15.	Bidder must provide a letter stating any or no terminated or abandonment of projects . The letter must be dated within one month of the bid opening date.	
	Technical Requirements	
16.	<p>LED Bulbs</p> <ul style="list-style-type: none"> • Power rating ≤ 8 watts • 100 – 265 V, 50 - 60Hz • Edison screw base - ES27 • Color Temperature ≥ 5000 K • 80 and Above Color Rendering Index • Lens/Diffuser – Opaque/frosted • Lumens output ≥ 960 lumens • Luminous efficacy: ≥ 120 lumens/watt • Power factor $\geq 90\%$ • Driver Efficiency $\geq 90\%$ • Certification UL or CE, RoHS • $\geq 25,000$ Hours Average Life • Warranty: 3 years 	
17.	<p>Product Manual and Label for each equipment are provided:</p> <ul style="list-style-type: none"> • Voltage / wattage/ current 	



	<ul style="list-style-type: none"> • Model number • Serial number • Certification • Manufacturer's brand 	
18.	Provision of valid manufacturer's authorization or authorized distributor letter	
19.	Provision of a signed statement of warranty and/or guarantee for applicable items. At least three (3) years warranty on complete system is required.	
20.	Warranty: Two types of warranty have to be offered by the Bidder: <ol style="list-style-type: none"> 1. Warranty on hardware failures on all products offered and used according to international established terms (3 years minimum) 2. Warranty on the proper operation of the provided equipment according to the specification and terms fixed in the contract between the Seller and the Procuring Entity (3 years minimum) 	
21.	Bidder must provide a statement for after sales services. Bidders statement indicating its acceptance or otherwise in offering Local after sales service of no less than three (3) years.	
22.	Submission of an implementation schedule indicating important milestones such as equipment delivery to site, installation, testing and commissioning of system. Frequent progress reports and work plan are to be provided to the Procuring Entity as required by the procuring entity during project execution.	

Award of contract

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



Pending Litigation Format				
<input type="checkbox"/> No pending litigation in accordance with Evaluation Criteria # 14				
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)
[insert year]	[insert amount]	[insert percentage]	<ul style="list-style-type: none"> Contract Identification: [indicate complete contract name, number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/ city/ country] Matter in dispute: [indicate main issues in dispute] Status of dispute: [indicate if it is being treated under Arbitration or being dealt with by the Judiciary] 	[insert amount]

Litigation History

Litigation History Format		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 st January 2018, in accordance with Evaluation Criteria # 14		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
	•	
[insert year]	<ul style="list-style-type: none"> Contract Identification: [indicate complete Contract name, number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Purchaser" or "Supplier"] Status of dispute: [indicate if it is being treated by under Arbitration or being dealt with by the Judiciary] 	[insert amount]

