STANDARD BID SOLICITATION DOCUMENT GOVERNMENT OF GUYANA



Design, Supply, Installation and Commissioning of a 23 kWp Hybrid Solar Photovoltaic System with 115kWh Battery Energy Storage System at the Ministry of Finance Annex, Georgetown

GUYANA ENERGY AGENCY



March 2021

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 SBSD 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:

Guyana Energy Agency 295 Quamina Street. South Cummingsburg, Georgetown

Telephone number: 592-225-8569 (ext. 203, 242)

Or send email to: gea@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	••••••	20
Supplier's Bid	***************************************	30
Price Schedule	••••	31
Contract	•••••	33
Bid Security	••••••	34
Manufacturer's Authorization		35
Performance Security		36
Letter of Acceptance	•••••	37
Affidavit of Authorization	•••••	38
Evaluation and Qualification criteria	***************************************	39
Litigation Form		45

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 Design, Supply, Installation and Commissioning of a 23kWp Hybrid Solar Photovoltaic System with 115kWh Battery Energy Storage System at the Ministry of Finance Annex in Winter Place and Croal Street, Georgetown 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.

Bidders are required to visit the site to carry out their own assessment of how the system will be installed. GEA would contact the entity and request access to the site by the bidders upon the bidder's request. The costs of visiting the site shall be at the bidder's own expense

- 3. The bidding documents may be obtained and be examined by any interested bidder. Bids can be purchased for a non-refundable fee in the amount of \$2,000 from the Cashier at the Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, telephone 226-0394 or fax 226-5227, email at 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 "30th" day of March 2021 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 <u>gea@gea.gov.gv</u> no later than one week prior to the deadline for bid submission.

5. Bids shall be valid for ninety (90) days after the date of bid opening.

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 "30th" day of March 2021 at the address: 49 Main and Urquhart Streets, Georgetown.

7. All Bidders are advised to attend a pre-bid meeting to be held on the "15th" day of March, 2021 at 13:00 hours via zoom, details of which will be provided to all bidders by the procuring entity.

Representative of Procuring Entity

Guyana Energ. Agency
Quamina Lt., S/Currmingsburg,
Georgetown, Guyana.

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INSTRUCTIONS TO BIDDERS

A. Introduction

1. Description of the Procurement

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

2. Eligibility and Qualifications of Bidders

- 2.1 In order to be awarded a procurement contract, Bidders should possess the technical and financial capacity needed to perform the contract, should fulfill their tax and social insurance fund liabilities in Guyana, 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*. Bidders shall provide the information and any supporting documentation required by the 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 an original bid which shall be completed in writing in indelible ink and shall be signed by the Bidder, or by the person (persons) duly authorized to sign the bid in accordance with the power of attorney and 2 (two) exact electronic PDF copies of the bid on Flash Drive, to be submitted with the bid. All pages of the bid where new information, modifications or erasures entered shall be initialed (signed) by the person or persons signing the bid. In the event of discrepancies between them, the original shall prevail.

- 10.2 The bid shall contain no interlineations, erasures or overwriting, except the cases when the Bidder needs to correct errors which must be initialed by the person or persons signing the bid.
- 10.3 The Bidder shall seal the original and Electronic PDF copies of the bid in different envelopes, marking them "ORIGINAL" and "COPIES", as appropriate. 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 (the address specified in the Invitation for Bids);
 - (b) bear the Name of the Project Design, Supply, Installation and Commissioning of a 23kWp Hybrid Solar Photovoltaic System with 115kWh Battery Energy Storage System at the Ministry of Finance Annex, Georgetown and the words: "DO NOT OPEN BEFORE," 9:00 hours on "30th" day of March 2021.

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 over sights 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 subclause (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	Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, tel:226-0394, gea@gea.gov.gy. The subject of the procurement is: Design, Supply, Installation and Commissioning of a 23kWp Hybrid Solar Photovoltaic System with 115kWh Battery Energy Storage System at the Ministry of Finance Annex, Winter Place and Croal Street, Georgetown
ITB 2.1	To qualify for award of the Contract, the bidders shall meet the qualification requirements set out in the evaluation criteria
ITB 4.1	Language of Bid shall be English Language All submission must be in English or translated to English if different. Such translations must be signed and stamped by a registered translator or embassy or consulate
ITB 5.1	 The Bidder shall submit the following additional documents in its bid: Evidence of Financial Capability in the amount of 30% of the bid price in the form of a bank statement as at January 2021 or letter of credit from a commercial bank in the name of the bidder. 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. 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. 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. Valid certificates of compliance from GRA and NIS and VAT registration (only applicable to Bidders resident in the country of the Procuring Entity). Completed litigation form on page 45 of the bidding documents. A letter stating any or no termination or abandonment of projects. The letter must be dated within one month of the bid opening date. Provide documentary evidence that the goods are ISO certified and Tropic resistant; Provide documentary evidence that the PV modules comply with IEC
	 inverters are UL 1741 listed; Provide documentary evidence to demonstrate that the Goods offered meet all the techn specifications of the bidding document. Technical literature must include data sheets

	are to be provided to the Procuring Entity as required by the procuring entity during project execution. 14. Bidder must provide audited financial statements for the past three years for incorporated companies. Financial statements must be audited by a Chartered accountant/accountancy firm and include an auditor's note. OR Registered businesses must provide Balance Sheets, Profit and Loss Accounts, and Income and Expenditure Accounts for the past three years. These financial statements must be approved by a Chartered accountant/accountancy firm
	The detailed evaluation criteria can be found on Page 39 of the bidding documents
ITB 6.1	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. Incoterms 2010 are applicable.
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 ninety (90) days
ITB 11.1	Deadline and place for submission of bids: 9:00 hours on the 30 th day of March 2021 at The National Procurement & Tender Administration Board, Ministry of Finance, Main & Urquhart Streets, Georgetown, Guyana
ITB 13.1	Time and place for opening of bid: 9:00 hours on the 30 th day of March 2021 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.
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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

Goods and Related Services (Valued G\$15M and above)

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	Special Conditions of Contract
No.	Special Conditions of Contract
1.1	Definitions
	The Procuring Entity is the Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, tel:226-0394, Fax:226-5227, gea@gea.gov.gy.
	The Supplier is
	(indicate full name, legal address, phone, fax and e-mail of Supplier)
	The Subject of procurement is: Design, Supply, Installation and Commissioning of a 23kWp Hybrid Solar Photovoltaic System with 115kWh Battery Energy Storage System at the Ministry of Finance Annex, Winter Place and Croal Street, Georgetown.
	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.
	24-months complete system warranty is applicable from provisional acceptance date. A final completion certificate shall be issued upon satisfactory commissioning of the systems.
3.1	Performance Security
S OF UNE PROPERTY	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.
1101111 4.1 (19)	Packing: The Supplier shall provide such packing of the Goods as is required to prevent
The state of the s	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.
5.1	Delivery, Transportation
	The following documentation is to be provided by the Supplier to the Procuring Entity:
	(1) Copies of Supplier's invoice indicating a description, quantity, unit price of the

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		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); (5) Certificate of origin; (6) Certificate of conformity (7) Certificate of Quality
-	6.1	
	0.1	Payment Schedule
		(a) Ten percent (10%) of the contract price within 14 days of signing the contract and the submission of the performance bond.
	į	(b) Fifty percent (50%) of the contract price upon physical verification by the Procuring Entity that major components such as PV panel mount structure, PV modules, inverters and batteries have been installed by the supplier and have complied with the technical specifications.
		(c) Thirty percent (30%) of the contract price upon acceptance of the system by the Procuring Entity.
		(d) Ten percent (10%) of the contract price upon expiry of the defects liability period barring the correction of defects.
		Withholding tax deductions shall be as follows:
		<u> </u>
	ماند ماند ماند	(a) For resident contractors: Each payment of G\$500,000 and above shall be subject to a withholding tax of 2% on every payment. The GEA shall provide the contractor with a certificate/statement of the gross amount of the payment received and the amount of tax deducted.
ı	10 (C)	(b) For non-resident contractors:
		Withholding tax shall be deducted at a rate of 20% on gross earnings, except
CLE!	A STATE OF THE PARTY OF THE PAR	for contractors from Canada, United Kingdom and CARICOM which have the
	THE CHARLES THE PARTY OF THE PA	Double Taxation Relief Order with Guyana. In such cases, the relevant rates
, meter	WILLIAM SAL	of withholding taxes are applicable.
	92	Liquidated Damages
	and of the angents of	Applicable rate: 0.05% for untimely execution of order.
		Maximum deduction: 10% of the delayed works/delivery
ľ	11.2	Settlement of Disputes
		Disputes arising out of or in connection with the Contract shall be settled in
L		accordance with the Laws of Guyana.
	14.1	Taxes and Duties
L		The version edition of INCOTERMS shall be: 2010

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	Bidder's Offered Completion Schedule		
				(days as of signing of the contract	Earliest Delivery	Latest Delivery	
	Design, Supply, Installation and Commissioning of a 23kWp Hybrid Solar Photovoltaic System with 115kWh Battery Energy Storage System at the Ministry of Finance Annex:						
	PV module						
	Mounting structure:						
:	Grid Connected Inverter	To be determined	Ministry of Finance Annex at	120			
	Hybrid Inverter	by bidder	Winter Place and Croal Street,				
	Charge Controller	i.	Georgetown		i		
	Hybrid Inverter Battery Energy Storage System Web-based energy monitoring system Capting and miscellaneous						
	Grounding and protection						

Goods and Related Services (Valued G\$15M and above)

	system				
ļ	Fire Extinguisher				
·	Installation and commissioning materials for PV system (including all materials/components required for interconnection to on-site) Certificate of Inspection				
Duly	y authorized to sign for and on beha	alf of	:		
	Sint .				
	4	(name of Bidder)			
	(Full name	(Title)	(Signature and seal)	_	

TECHNICAL SPECIFICATIONS

1. General

The tender calling for convenient bids is dedicated to identifying and contracting a Supplier and Installer for the following services:

- 1.1 Design, Supply, installation and commissioning of a 23kWp Hybrid Solar Photovoltaic System with 115kWh Battery Energy Storage System at the Ministry of Finance Annex, Winter Place and Croal Street, Georgetown.
- 1.2 Provide all technical documentations including user and operational manuals to the GEA. The bidder must include all brochures, certifications, technical specifications, brand, and models of ALL equipment provided in one location in their submission in the following order.
 - 1) PV modules
 - 2) PV Array Mounting Structure (Ground mounting)
 - 3) Grid Inverter/PV Inverters
 - 4) Charge Controller (if any)
 - 5) Hybrid Inverter
 - 6) Battery Energy Storage System
 - 7) Energy Monitoring System
 - 8) Schematic Diagram in accordance with NEC 2017 Article 690 and NEC 705

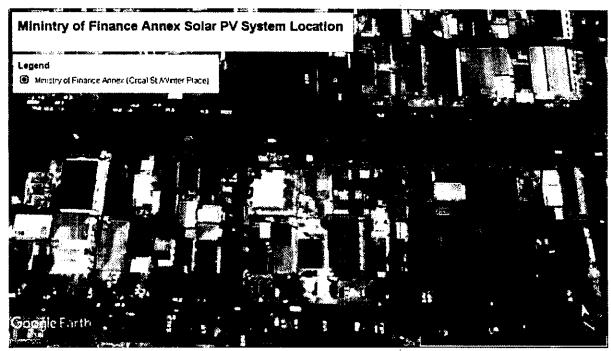
Bidders must ensure that all equipment supplied under the contract is new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

1.3 Provide 3 years after sales services to GEA. Bidders must provide a statement indicating its acceptance or otherwise of this requirement.

2. Climate and Site Conditions

	Altitude	: <1000m above sea-level
	Maximum daily mean temperature	: 35° C
	Maximum outdoor ambient shade temperature	: 50° C
	Minimum outdoor ambient shade temperature	: 15° C
بو. غو.	Maximum relative humidity	: 100%
	Wind Velocity	: 18 mph
اجر:	.Isokeraunic level	: 70
Š	Awerage Number of days with Rain p.a.	: 120
4	Average Annual rainfall, cm	: 150

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Google Earth Image of the proposed site for the Solar PV System

The Ministry of Finance Annex building in which the Hybrid Solar PV System will be installed is located at the junction of Croal Street and Winter Place as indicted in the image above. The facility is a three-story concrete structure with a flat roof.

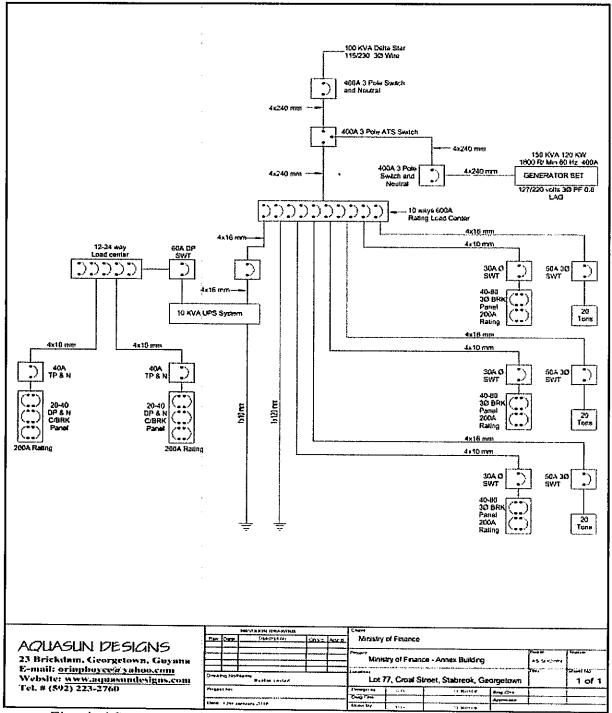
GPS coordinates of proposed site for solar array and PV components

Latitude: 6.806856⁰ Longitude: -58.155782°



Existing Power Supply Conditions & Network Configuration

The facility at which the Solar Photovoltaic System will be installed is a new building and the proposed electrical schematic diagram can be seen below. The equipment shall be suitable for installation and integration with a system having the electrical parameters given.



Electrical Systems Layout of the Ministry of Finance Annex Building (Proposed Design)

Bidders are required to visit the site to determine appropriate equipment selection and obtain any other information required to prepare their bids.

22

3. Specification of Required Hardware

4.1 **General Remark**

It is pointed out that the whole system should be designed in such a way that all components are resistant to climate conditions of the specific sites, specifically against corrosion. Special attention should be made in the equipment selection in such a way that the risk of theft and vandalism is minimised. Bolts and nuts of the PV arrays should be affixed in such a way that theft is minimised. The contractor is required to make all the necessary provisions, e.g. internet access where applicable, for ensuring that the PV system can be commissioned.

3.2 Photovoltaic Modules

- PV modules should be in accordance with international standards (IEC 61215, IEC 61730, IEC 61701, IEC 62804, UL1703 etc.) and the National Electrical Code 2017 Article 690;
- 340 watts or greater rated solar modules totaling 23kWp
- All modules should be made of crystalline silicon solar cells with conversion efficiency not less than 19.5% at Standard Test Condition
- All PV modules shall show the same capacity
- The Manufacturer should be internationally recognised and provide references and certificates on module testing.
- MC4 connectors for all Modules
- 20-years warranty on Modules

3.3 **Mounting Structure for PV Modules**

- The mounting structure is roof mounted.
- The PV modules mounting structure must accommodate the PV modules supplied.
- The PV array mounting structure, including modules, and balance of system components shall be designed to withstand wind loads of at least 60 mph (3-second gust).
- Array mounting hardware supplied shall be compatible with the site considerations and the environment. Mounting structures of anodised aluminium material shall be provided. Mechanical hardware shall be durable and corrosion resistant. The use of ferrous metals (including but not limited to painted or plated steel), dissimilar metals in contact, or any wood or plastic components is not allowed.
- Special attention shall be paid to minimising the risk from exposed fasteners, sharp edges, and potential damage to the modules or support structure. All potentially hazardous hardware must be protected or shielded for safety.
- PV modules must be oriented in a southern direction with an inclination of between 8 to 10 degrees.
- Mounting of the PV Array shall be done in such a way as to not cause destruction of the roof surface or the shed. Adequate and appropriate means of preventing leaks and damage to the roofing material integrity of the roof surface. to the roofing materials must be utilized. Provisions must be made to retain the structural

Integrity of the roof surface.

The use of a ballasted mounted or other Solar PV Array Mounting mechanism which does not require penetration or otherwise destruction of the roof surface is required.

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3.4 Solar Photovoltaic Inverters

- The minimum size of each Inverter shall be 10 kW or above and totaling between 90% and 100% the solar array name plate capacity
- Master/Slave or String type
- AC Grid Frequency 60 Hz
- Operating Frequency range: Frequency Range \geq 58.4 to \leq 61.7 (Field Selectable)
- Certificates and Compliance with International Standards Including (UL 1741-2010, UL 1699B, IEEE 1547-2003, IEEE 1547.1-2003, ANSI/IEEE C62.41, FCC Part 15 A & B)
- Pure Sinewave output;
- High efficiency (AC) > 90% @ P/Pn (AC) = 10%;
- Protection against overcurrent and overvoltage;
- Indications of status of operation (e.g. LED);
- Automatic disconnect from the grid in case of need
- Capability of connecting monitoring devices:
- Ground fault monitoring / grid monitoring.
- Safety measures (EN 61000, EN 60950 and others).
- Interface to the main grid (switchboard including manual disconnection device).
- 10 Years warranty

3.5 **Hybrid Inverter**

- Capacity totaling between 90 120% of PV inverters
- Master/ Slave or String Type;
- Maximum efficiency of 96% with 94.5% CEC efficiency;
- Intelligent battery management including state of charge calculation for maximum battery life;
- Integrated soft start/generator support:
- Versatile complete for off-grid management as well as grid-tie battery backup/AC Coupling;
- Suitable for systems from up 20 kW and greater;
- Excellent overload characteristics with active temperature management;
- Certification UL 1741 / UL 1998;
- Modular, stackable design;
- Nominal Frequency 60 Hz;
- Frequency Range ≥ 58.4 to ≤ 61.7 (Field Selectable):
- Pure Sine Wave:
- Automatically transfers between inverter power and incoming AC power source;
- Compatible battery types Flooded, Gel, AGM, LiON;
- Indications of status of operation (e.g. LED);
- Over voltage and under voltage protection;
 - Over-temperature protection:

5 Year Standard Warranty;

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3.6 Energy Storage System (Lithium Technology)

- Minimum Energy Storage capacity of 115kWh at C10
- Batteries should be deep cycle type and rechargeable;
- Lithium Ion/Iron technology;
- Design for renewable energy applications specifically for hybrid application;
- Batteries are to be placed on racks to minimize the use of space;
 - Bidders are to supply the racks which are to be fully fabricated from metal and resistant to rust. Racks should be made to minimize the space required to store the batteries and allowance for effective ventilation. Welding, bolts and nuts used must be resistant to rust. Racks must be painted in two coats with anti-rust protective layer paint. The preferred colour would be black. The battery racks MUST be adequately grounded.
- Bidders are to supply drawings of the racks with battery bank configuration;
- Minimum battery size is 300 Amp-Hour; C10
- Sealed maintenance free:
- Manufacturer's data sheets containing battery performance specifications must be provided.
 Batteries must be procured from same make (manufacturer) having same ampere-Hour and voltage rating;
- 4,000 and above cycles at 80% depth of discharge
- Standards to be conformed to:
- UL 1989
- IEC 61427:1999
- UL 2054
- Manufacturing process must have conformed to environmental management standard ISO 14001.
- 6 Years Warranty on batteries;

The battery energy storage system should provide the primary function of allowing the maximum use of energy stored during the periods when solar energy is not available. It should be capable of providing rapid response when the intermittent source cannot meet the energy requirement of the village. A battery management/monitoring system must be included.

3.7 Energy Management System

The energy storage management system shall be capable of (but not limited) the following:

- State of Charge (SOC) management/tracking
- Control the PV curtailment
- Control Charging and discharge rates
- ESS monitoring (power, voltages, current, etc.)
- Active/Reactive power input/output
- Active/Reactive power import/export limiting
- Frequency response capable
- Provision to control a generator back-up
- Data logging
- 5-years Warranty



3.8 Housing

All the elements of the solar PV system must be located in a suitable environment to maximize the lifespan of the equipment. The battery energy storage, battery inverter/s, energy management system and charge controller/s (if any) must be installed indoor in a powerhouse, PV inverters could be installed indoor in the powerhouse or outdoor under the PV panels. The powerhouse must be able to maintain the indoor temperature within the specifications of normal operation of the battery storage system.

3.9 Schematic Diagram (PV System)

• A detailed system schematic design layout of all components and how they interconnect with each other MUST be provided in accordance with NEC 2017 Article 690. Drawings provided MUST be electrical schematic drawings and show all components and their respective rating (e.g., wires and circuit breaker sizes). All the hardware required for successful interconnection must be provided by the contractor.

The contractor is required to have a laminated copy of the system schematic installed at the location where the system components are sited.

Cabling

Cables exposed to the sun should show an adequate type designed to withstand harsh weather conditions (UV radiation, salty humidity etc.), e.g. type HN07-RNF and cables must be clearly identifiable (colour coded).

- Appropriate length USE-2 #10 AWG Sunlight Resistant Cable to connect solar panels in the designed configuration.
- The appropriate number of Solar Disconnect Switches and Combiner boxes.
- Appropriate size and number of interconnecting cables between combiner boxes and inverters. The distance from the combiner boxes to the inverters is **decided upon visits to the sites**.
- Appropriate size AC Interconnecting cables. The distance from the sites of the inverters to the main switchgear is to be **decided upon visits to the sites** by the Bidder.
- Appropriate size cables for electrical distribution network at the site.
- Power cables, communication cables & control cables of armoured and Solar grade

3.11 Monitoring System

The installation shall provide real-time web-based electric energy meter, power meter, data logger and appropriate current transformers to record electric consumption of the building from the utility and solar energy produced by the solar PV system and also provide a combined recording of all inverters/circuits loads. It should provide:

Graphical and Numerical real-time energy information and long-term reports (total voltage, frequency, intensity, active power and energy demand of the micro-grid, measured in the output of the solar PV inverter/s and the low voltage side of the transformer; total power generated and energy produced by the solar system, measured in the output of the PV inverters; total power and energy produced by other sources of energy, if any);

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- Historic Data; Data export via push or pull with an open data API.
- No service contracts
- 3-years warranty
- Must have at least one (1) Ethernet styled registered jack (RJ) 45 data port.

• The monitoring system shall also feature a web-based application for remote monitoring.

Bidders are responsible for connecting the monitoring system via wireless fidelity (WiFi) or cable to the existing network of the facility. All required materials are to be provided by bidders

4.12 Generator Load Sharing and Synchronizing Control Module

The bidder is responsible for the supplying a compatible controller to integrate the Solar PV System to rethe standby diesel generator at the site. The bidder is responsible for obtaining all the relevant information in order to properly propose the suitable controller required. The controller (control module) must meet the following requirements:

- Power monitoring (kWh, kVAr, kVAh, V, kVArh), reverse power protection, kW overload protection.
- Load sharing and synchronizing capabilities
- Load switching, load shedding & dummy load outputs.
- Data logging (USB Memory Stick)
- Configurable inputs/outputs (12/8)
- Dead bus sensing.
- Remote communications (RS232, RS485, Ethernet).
- Direct governor control.
- kW & kVAr load sharing
- Frequency and voltage control
- Modbus RTU/TCP support
- Audible alarms
- Electrical protection
- 1-year Warranty

Preliminary Generator Specifications based on the schematic diagram provided are given below:

- Rated Capacity 120kW/150kVA
- Supply Voltage 127/220V
- Phase -3
- Frequency 60Hz
- Main Breaker Capacity 400A

The above information must be verified by the bidder.

4.13 Charge Controller (if applicable)

- Charge controller must be rated 25 % over system capacity size
- Nominal Battery voltage: 12/24/48 V
- Maximum Power Point Tracking (MPPT) charging technology
- Charge regulation method: Three stage (bulk, absorption, float) plus manual equalization
- Available monitoring and configuration
- Supported battery types: Flooded, GEL, AGM, Custom, Li-
- Compatible with any brand of PV module, any grounding method
- Stand-alone application or integration with inverter charger system

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- Certification: UL1741, CSA 107.1, EN 50178/IEC 62477-1
- 5-years warranty

4.14 Fire Extinguisher

- Can be of type: Carbon Dioxide, Dry Chemical, Clean Agent or Dry Powder
- 20 pounds (lbs.)
- Class C rated
- Operation type (P.A.S.S)

4.15 Energy Management System

The energy storage management system shall be capable of (but not limited) the following:

- State of Charge (SOC) management/tracking
- PV curtailment
- Charging and discharge rates
- ESS monitoring (power, voltages, current, etc.)
- Active/Reactive power input/output
- Active/Reactive power import/export limiting
- Frequency response capable
- Data logging
- 1-year Warranty

5 Specification of Required Services

5.1 System Design

Bidders are required to visit the site and assess the selected/proposed locations for the complete system, voltage and phase requirements for inverters and to become acquainted with the site for the installation of the system. A Schematic diagram is available for the electrical layout of the facility, included under the Existing Power Supply Conditions section. A detailed schematic diagram of the proposed solution within the confines of the site is required, showing system layout and include all interconnection equipment and points of connection for DC, AC, lightning and grounding protection.

The successful bidder shall be required to provide all necessary infrastructure for mounting/positioning the inverters, controllers, energy storage system, switch gears and busbars.

5.2 Installation

a) All installations are to be conducted in accordance with NEC 2014 Article 690 which covers solar P.V. systems installation, protection (AC, DC and lightning) and grounding, Chapter 3 of the NEC 2014 which covers wiring method and materials, and Article 705 for interconnection to the grid. The Contractor is required to connect the PV systems to the utility grid. All labels/ markings are to be provided by the contactor in accordance with the NEC 2014 Article 690 requirements.

The Government Electrical Inspectorate (GEI) requires that all solar installations must be provided to the effective independent grounding/earthing systems. The contractor is therefore required to

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install a separate grounding system that when tested has ground resistance value of 5 ohms or less. The minimum size copper grounding rod to be use is 5/8 inch x 8 feet for the solar PV installation.

- c) The GEI also requires that the contractor applies and pays for an independent inspection certificate of the completed installations. This inspection certificate is required by the GEA before a final completion certificate could be issued.
- The contractor is responsible for ensuring that the monitoring system is connected via wireless fidelity (Wi-Fi) or cable to the existing network of the building. All materials required for this task must be provided by the contractor.
- e) For all hybrid inverter installations, a main circuit breaker 1.25 times the size of the rated output (kW) of the Hybrid inverters is required to be supplied and installed in close proximity to the existing electrical distribution panels of the building.
- f) Damage to internal and external walls e.g., any holes, cuts or any actions/activities resulting in the defacing of the building during installation, must be repaired (neatly covered with appropriate moulding, paint or filling material) and returned to the original state at the expense of the contractor.

5.3 Delivery of Equipment to Installation Sites

The Bidder is fully responsible for organising and guaranteeing timely delivery and transport of the equipment to the installation site.

The Bidder is requested to present detailed information on the schedule of delivery and transport modalities of the equipment to the project site. Close coordination with responsible staff from the procuring entity is recommended. The Bidder is requested to consider site conditions having a potential influence on delivery and installation.

5.4 Transfer of Ownership

An Acceptance Inspection will be organised by the procuring entity and in presence of the Seller will allow for the issuance of a certificate to transfer ownership to the Purchaser.

5.5 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 equipment according to the specification and terms fixed in the contract between the Seller and the procuring entity.

5.6 After-Sales Service

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

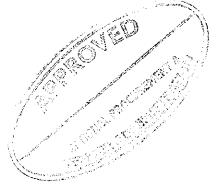
5.7 Commissioning

Commissioning refers to inspection and testing of the solar PV system after installation and certifying that it operates as expected and is installed according to the design plans and complies with NEC 2014 Articles 690 and 705.

29

5.8 Defects Liability

The defects liability period for the goods and related services is 6 months following provisional acceptance of the system. During this period, the contractor will be responsible for rectifying any defects free of cost to the Procuring Entity.



SUPPLIER'S BID

the re Comn Finan	ceipt of which is hereby ackn hissioning of a 23kWp Hybrid	owledged, we offer to execute Solar Photovoltaic Battery	Addenda No [specify numerate the Design, Supply, Installation	ibers],
		-	Energy Storage System at the Minum accordance with the Contract con	stry of
The V	Value Added Tax (VAT) for ou		(amount in words and fi	
The P	Price of our bid, including VA		(amount in words and fig	uresj
• • • • • •	na dollars as per details given	(insert the tot	al bid price in words and figures, it hed)	1
	native bids (at the Employer's r we offer to execute the works p	<u>-</u>	r the amount of	_GYD
(a)			e Contract, in accordance with the blause 2.2 of the Instructions to Bidde	_
(b)		clared by the authorized Sta	te Contract, in accordance with the to te body on procurement to be ineliguly 1 yana.	
	ndertake, if our Bid is accepted chedule of Requirements.	I, to supply the Goods, in ac	cordance with a delivery schedule g	iven in
If our the ar Contr	Bid is accepted, we undertake mount of, conract properly and within the time	to furnish the Performance opprising% of e period(s) specified in the I	security in the form of the Contract Price in order to execuded a company of the contract Price in order to execute the contract of the	to ute the
	ereby confirm that this bid shall d opening, and it shall be bindi			olished
We u	nderstand that you are not bour	nd to accept the lowest or an	y bid you receive.	
Dated	d the day of	202		
Duly	authorized to sign the Bid for a	and on behalf of		
		(name of Supplier)		
 ,	(Full name)	(Title)	(Signature and seal)	

PRICE SCHEDULE

Item No.	Brief Description of Goods	Quantity	Unit Price (GYD)	Delivery Cost plus taxes	Installation Cost plus taxes	Total Cost (GYD)
	Design, Supply, Installation and Commissioning of a 23kWp Hybrid Solar Photovoltaic System with 115kWh Battery Energy Storage System at the Ministry of Finance Annex, Winter Place and Croal Street, Georgetown					
	- PV module					
	- Mounting structure:					
	- Inverter					
	- Charge Controller					
!	- Hybrid Inverter		ļ			
	- Energy Storage System					
	- Web-based energy monitoring system					
	- Cabling and miscellaneous					
	- Grounding and protection system					
	- Fire Extinguisher					
	- Installation and commissioning materials for PV system (including all materials/components required for interconnection to on-site)					

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

	<u> </u>		
	,	(name of Bidder)	
(Full name		(Title)	(Signature and seal)

SUPPLY CONTRACT FOR GOODS

THI	S CONTI	RACT made	the		day o:	f	202_	_ between	n Guyana	Energy	Agency
(her	einafter	referred	to a	as	"the	Procuring	Entity'		the	one	hand
and_						[name		of	Supplie		fron
	1 1	1.1				itry of Supplie		nafter refe	rred to as	"the Suj	pplier")
on t	he other h	and have co	me to an A	Agree	ment on	the following	g:				
The	Procuring	≥ Entity has	announce	d bid	l for pro	curement of	goods and	l services.	namely 3	Desion.	Sunnly
						brid Solar Ph					
batte	ery Energ	gy Storage	System at	t the	Ministr	y of Financ	e Annex,	Winter .	Place an	d Croal	Street
Geo	rgetown a	ınd has acce	pted the Su	ıpplie	er's bid f	or the supply	of indicat	ted goods	and service	es to the	sum o
				_[Co	ntract F	Price in word:	s and figu	<i>res]</i> (here	inafter re	ferred to	as "the
Con	tract Price	e").					•				
THI	S CONTE	RACT WITI	NESSES A	S FC	DLLOW	S:					
1.						s have the sar	ne meani	ngs as are	respectiv	ely assi	igned to
	them in	the Condition	ons of Con	tract	referred	to.					
2.	The fo	llowing doc	uments sh	all fo	rm the C	Contract and s	hall be de	eemed its i	ntegral p	art, viz.:	
	(a)	Procuring	•				1				
	(b)					by Bidder;					
	(c)	Schedule of	•		s;						
	(d)	Technical	-								
	(e)	General Co			-						
	(f)	Special Co				Contract docu	m anta.				
	(g)	Other doct		iudec	ı III üle v	Johnson docu	mems;				
3.	This Co	ntract shall	prevail o	ver a	ll other	Contract doc	uments. I	n the eve	nt of any	discrep	ancy of
	inconsis	stency withi	n the Con	tract	docume	ents, then the	documer	nts shall p	revail in	the orde	er listed
	above.										
4.	In consi	ideration of	the navme	ents t	o be ma	de by the Pro	ocuring E	ntity to th	e Supplie	er as her	einafte
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		_	_	-		formity in all		_	-		
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5.						the Supplier i					
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	payable	inder me pro	OVISIONS OF	i iiie (Contract	at the times a	ma mime	manner pi	escribeu	by the C	omiaci
IN V	WITNESS	of the afor	esaid, the	parti	es heret	have caused	this Cor	ntract to b	e execute	d in acc	ordance
			•	-		irst above wri					
	_			-	-		•	_			
Sigr	ned and Se	ealed			[Full na	me and title o	of Procuri	ing Entity	's represe	ntative]	
Sigr	ned and Se	ealed			[Full na	me and title o	of Supplie	r's repres	entative]		
J					_		- 44	-	_		

BID SECURITY

(Bank Guarantee or Insurance Bond)

Where	eas	;		[name of B	idder] (hereinafter referred as "the	
Bidde	r") is re	ady to submit his bid dated		[date of bid s	idder] (hereinafter referred as "the ubmission] for the Design, Supply,	
Instal	lation d	and Commissioning of an 23k	Wp Hyb.	rid Solar Photovo	ltaic System with 115kWh Battery	
			inance A	Innex in Winter P	lace and Croal Street, Georgetown	
(herei	nafter r	eferred as "the Bid"),				
KNO	W ALI	L PEOPLE, that WE			[name of Bank / Surety] from	
		·	untry],		gistered office at the address	
				-	eferred as "the Bank"), are bound to	
		[nan	ne of Pro	ocuring Entity] to t	he sum of, by which	
paym	ent to th	e indicated Procuring Entity sha	all be ma	de in whole and in	a timely manner; the Bank is bound	
on be	halt of 1	ts name, its successors and auth	orized p	ersons. This is to c	onfirm that the license issued to the	
Bank	snall pi	rovide for activity on issuance	of the g	guarantee, and the	person(s) signing that guarantee is	
		quired, it is already received and			irectors, or of General Stockholders	
WICCU	11g 15 1C	quired, it is already received and	i uicie is	no omer approvar	required.	
THE	CONDI	TIONS of this obligation are as	follows:	;		
		- :				
1.	If the Bidder:					
	(a)		e period	of bid validity spe	ecified by the Bidder on the Form of	
2.		Bid; or If the Bidder having received notice from the Propuring Entity that their hid is accounted				
۷.	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)				accordance with the Instructions to	
	. ,	Bidders;	r			
We m	ndertak	e to now the Progueina Entity the	a abazza a	um unan maasint s	falsoin finat remistant money at a sigle and	
needi	no the F	Procuring Entity to show group	de or rea	sum upon receipt o	f their first written request, without st, provided that the sum requested	
by the	e Procu	tring Entity is due to him bed	cause of	the occurrence of	of one or two or both conditions,	
specif	ying th	e condition or conditions occur	red.	mie occurrence (one of two of both conditions,	
•						
This guarantee shall remain in force during days inclusive following the expiry of the bid validity						
perioc	l, and ar	ny request in respect thereof sho	uld reacl	h the Bank not late	r than the abovementioned date.	
(Full i	name of	Bank / Surety representative)		(Title)	(Signature and seal)	
Dated	! on «	_» day of	_202			
4	. -					
Addre	ess of th	e Bank/Surety issuing guaran	itee:			

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 ide	entification No if this is a Bid for an alter	rnative]	
To:	[insert complete name	of Purchaser]	
WHEREAS			
manufacturers of	[insert type of good [insert full addr	[insert complete name of Manufacturer], who are official finsert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do [insert complete name of Bidder] to submit a	
	which is to provide the following		
	Il guarantee and warranty in accordanth respect to the Goods offered by the about		
Name: Manufacturer]	[insert complete name(s) of c	nuthorized representative(s) of the	
Title:	[insert title]		
Duly authorized to sign thi name of Bidder]	s Authorization on behalf of:	finsert complete	
Dated on	day of,	[insert date of signing]	

PERFORMANCE SECURITY

(Bank Guarantee or Insurance Bond)

TO:				
	e of Procuring Entity	7		
	r F			
WHEREAS	[name of	the Supplier] ((hereinafter	called "the Supplier") has
undertaken, in accordance	with the Contract No	0		[Contract number] dated
				p Hybrid Solar Photovoltaid
System with 115kWh Batter Croal Street, Georgetown (h			of Finance	Annex at Winter Place and
Croui Bireci, Georgeiown (ii	Siemarier Carled the	Contract),		
AND WHEREAS it has been a Bank Guarantee or Perform sum specified therein as a se	nance Bond from an In	nsurance compan	y licensed b	y the Bank of Guyana, to the
AND WHEREAS we have a	greed to furnish the S	upplier with a se	ecurity,	
THEREFORE WE hereby o				
Supplier, up to a total of			(amo	ount of security in words and
Contract, and without cavil	o pay you, on your II	rst request notify	ying of the (Contractor's default with the
your needing to show ground	ls or reasons of your	request or the sur	m specified:	therein.
	;		_	
Any modification or addition	, or amendment in the	e terms of Contra	act which ma	ay be made by the Procuring
Entity and the Supplier by A Guarantee, and we waive any	Additional Agreement notice of modification	t snall in no way on addition or a	y reiease us mendment '	irom obligations under the This quarantee shall be valid
until full completion of the C	ontract Conditions by	the Supplier. Al	lso, we conf	irm that the license issued to
the Bank shall provide for ac	tivity on issuance of a	a bank guarantee	, and the per	son signing the guarantee is
entitled to act on behalf of the	e Bank, and if the ap	proval of Board	of Directors	or of General Stockholders
Meeting is required, it is alread	ady received, and ther	e is no other app	roval require	ed
This guarantee shall be valid	till theday of _	 .	202	
(Full name of Bank / Surety's	representative)	(Title)		(signature and seal)
Dated onday of _	20)2		
Address of the Bank issuing	guarantee:			

LETTER OF ACCEPTANCE

(Letterhead paper of Procuring Entity)

	(date)
To:	:
(Nam	ne of Supplier)
(addre	ess of Supplier)
We hereby notify you that your bid dated the	day of202, for the supply of(description of goods) up to a total
of(amount in	n figures and words)
as amended and modified in accordance with the	Enstructions to Bidders is hereby accepted by our agency.
Instructions to Bidders, during seven (7) days to	ontract and request you, pursuant to Clause 20.1 of the so sign and date the Form of Contract and return it at our e request you to furnish the performance security, in
You hereby entrusted to start supply of the Gontract.	oods, in accordance with the terms and conditions of a
Name of Agency	· :
Full name and Title	: : :
Signature of Authorized Representative	
Annex: The Contract	

AFFIDAVIT OF AUTHORIZATION

TO:		[name of P	rocuring Entity	ty]	
WHEREAS _	:			[name of Supplier], who	is
do hereby auth	orize		W 7 7 4 1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	[name and address of Supplie	r's
	e) to submit the Bid, applied by us, and	and sign the Co	ntract based on	[name and address of Supplien Invitation for Bids for the abovemention	ied
•	[Full name, title	e, signature for	and on behalf	fof Supplier]	
Dated on « (date)	» day of		_202	(seal)	
Note:	signed by a	Commissioner		rafted on a letterhead of the Supplier of fidavit or Justice of the peace. The Bid id	

EVALUATION AND QUALIFICATION CRITERIA

No.	DESCRIPTION	PASS/FAIL			
(\$\frac{1}{2}\)	Submission of a valid business registration or certificate of incorporation that is				
2/	clearly legible. Incorporated companies must submit a list of directors.				
3 2/	Submission of a valid NIS compliance certificate in the name of the business as per				
A A A	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 (page 31)				
5.	Completed and signed price schedule must be submitted.				
6.	Completed and signed delivery schedule (page 18) 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 (page 18 or evidence to show that the goods				
	match the requirements of the items listed in the Technical Specifications.				
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 completion of a minimum of two (2) contracts of similar size and scope				
	to the Project over the last two (2) years. Bidder must provide copies of contracts				
	with previous clients. Bidder must also demonstrate the experience of completing				
	contracts of a minimum value of \$2,000,000 for each year over two (2) years.				
10.	Evidence of financial 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 as at				
	January 2021 or Letter of credit from a commercial bank in the name of the				
	bidder. The 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 is				
11	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				
10	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.				
12					
13.	The Bidder shall provide accurate information on the related bidding form as provided on page 45 about any litigation or arbitration resulting from contracts completed or				
	on-going under its execution over the last five years.				
	on-going under its execution over the last live years.				

Pending Litigation: 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. Litigation History: Non-performance of a contract did not occur as result of supplier's default since 1st January, 2018. If bidder has a history of nonperforming contract the bid will not be considered. **Technical Requirements** Photovoltaic Modules PV Modules are according to International Standards IEC 61215, IEC 61730, IEC 61701, IEC 62804, UL1703 etc.) and the National Electrical Code 2017 Article 690; 340 watts or greater rated solar modules totaling 23kWp All modules should be made of crystalline silicon solar cells with conversion efficiency not less than 19.5% at standard test conditions All PV modules shall show the same capacity The Manufacturer should be internationally recognised and provide references and certificates on module testing. MC4 connectors for all Modules 20-years warranty on Modules 15. Mounting Structure for PV Modules • Meets required technical specifications. Solar Photovoltaic Inverters The minimum size of each Inverter shall be 10 kW or above and totaling between 90% and 100% the solar array name plate capacity Master/Slave or String type AC Grid Frequency - 60 Hz • Operating Frequency range: Frequency Range ≥ 58.4 to ≤ 61.7 (Field Selectable) Certificates and Compliance with International Standards Including (UL 1741-2010, UL 1699B, IEEE 1547-2003, IEEE 1547.1-2003, ANSI/IEEE C62.41, FCC Part 15 A & B) • Pure Sinewave output; • High efficiency (AC) > 90% @ P/Pn (AC) = 10%: Protection against overcurrent and overvoltage; Indications of status of operation (e.g. LED); Automatic disconnect from the grid in case of need Capability of connecting monitoring devices; Ground fault monitoring / grid monitoring. Safety measures (EN 61000, EN 60950 and others). Interface to the main grid (switchboard including manual disconnection device). • 10 Years warranty

17. Hybrid Inverter

- Capacity totaling between 90 120% of PV inverters
- Master/Slave or String Type;
 - Maximum efficiency of 96% with 94.5% CEC efficiency;
- Intelligent Battery management including state of charge calculation for maximum battery life;
- Integrated soft start/generator support;
- Versatile complete for off-grid management as well as grid-tie battery backup/AC Coupling;
 - Suitable for systems from up 100 kW;
- Excellent overload characteristics with active temperature management;
- Certification UL 1741 / UL 1998;
- Modular, stackable design;
- Nominal Frequency 60 Hz;
- Frequency Range ≥ 58.4 to ≤ 61.7 (Field Selectable);
- Pure Sine Wave;
- Automatically transfers between inverter power and incoming AC power source;
- Compatible battery types Flooded, Gel, AGM, LiON;
- Indications of status of operation (e.g. LED);
- Over voltage and under voltage protection;
- Over-temperature protection;
- Overload protection;
- Short circuit protection.
- Five-Year Standard Warranty;

18. Energy Storage System (Lithium Technology)

- Minimum Energy Storage capacity of 115 kWh
- Batteries should be deep cycle type and rechargeable;
- Lithium Ion/Iron technology;
- Designed for renewable energy applications specifically for hybrid application;
- Batteries are to be placed on racks to minimize the use of space;
- Bidders are to supply the racks which must be made of metal. Bidders are to supply the racks which are to be fully fabricated from metal and resistant to rust. Racks should be made to minimize the space required to store the batteries and allowance for effective ventilation. Welding, bolts and nuts used must be resistant to rust. Racks must be painted in two coats with anti-rust protective layer paint. The preferred colour would be black. The battery racks MUST be adequately grounded.
- Bidders are to supply drawings of the racks with battery bank configuration;
- Minimum battery size is 300 Amp-Hour; C10
- Sealed maintenance free:
- Manufacturer's data sheets containing battery performance specifications must be provided. Batteries must be procured from same make (manufacturer) having same ampere-Hour and voltage rating;
- 4,000 and above cycles at 80% depth of discharge

- Standards to be conformed to:
- UL 1989
- IEC 61427:1999
- UL 2054
- Manufacturing process must have conformed to environmental management standard ISO 14001.
- 6 Years warranty on batteries

19. Cables

• Meets required technical specifications.

20. Monitoring System

The installation shall provide real-time web-based electric energy meter, power Meter, data logger and appropriate current transformers to record electric consumption of the village from the grid and solar energy produced by the solar PV system and also provide a combined recording of all inverters/circuits loads. It should provide:

- Graphical and Numerical real-time energy information and long-term reports (total power demand of the building including from the utility and solar, total energy consumption of the building from the utility and solar, total power generated by the solar system, total energy produced by the solar system, net energy, avoided carbon dioxide emissions);
- Historic Data;
- Data export via push or pull with an open data API.
- No service contracts
- Warranty 3 years
- Must have at least one (1) ethernet styled registered jack (RJ) 45 data port.

21. Charge Controller

- Charge controller must be rated 25 % over system capacity size
- Nominal Battery voltage: 12/24/48 V
- Maximum Power Point Tracking (MPPT) charging technology
- Charge regulation method: Three stage (bulk, absorption, float) plus manual equalization
- Available monitoring and configuration
- Supported battery types: Flooded, GEL, AGM, Custom
- Compatible with any brand of PV module, any grounding method
- Stand-alone application or integration with inverter charger system
- Certification: UL1741, CSA 107.1, EN 50178/IEC 62477-1
- 5 years Warranty

22. Power Line Carrier (PLC) Customer Interface unit

- LCD display
- Flush mounted with keypad
- Current date and Current time
- Displays remaining credit in kWh's
- Indication of token acceptation
- Indication of token rejection (Used/Old/Invalid token)
- Low credit indication warning

	// <u> </u>		
Back Service		• /Overload indication warning	-
The state of the s		✓ Indication of Tamper status	
Zavisa –		✓ • Keypad to recharge and check account balance	
() S	ari k	Measurement indications: voltage, amperes, power, etc	
7 000	్	Multi-tariffs and usage registered as Time of Use (TOU)	
The state of the s	ં	• Power consumption ≤ 5 Watts	
		Voltage rating: 120V, 240V ±20%	
Par N		• Frequency: 60 Hz	
The state of the s	-11.4	Current rating: up to 60A	
		• Operating environment: up to 70°C	
		Display: LCD display	
	1	Accuracy: ANSI C12.20 0.5 accuracy class	
		• One (1) year warranty	
2	3.	Design Diagram	
		Provide detailed schematic design layout of the proposed installation including	
		all interconnections of the complete system; explanatory notes for sizing of	
		equipment and components that comprise the system, and energy production	
1		calculations.	
	_	Design complies to NEC 2017 Articles 690 and 705	
2	4.	Installation	
		All installations are to be conducted in accordance with NEC 690 requirements,	
		which cover installation, protection, and grounding of solar PV systems.	
		Grid interconnection requirements are met	
		Earthing system requirements are met	
		Monitoring system connection to existing network of facility.	
		Hybrid inverter circuit breaker requirement met.	
		All works must be in accordance with the NESC and confirm to standard analysis and prostings and prostings.	
-	5	overhead line construction guidelines and practices. Product Manual and Label for each equipment are provided	
	ا. ا		
		Voltage / wattage/ current	
		Model number	
		Serial number	
		Certification	
		Manufacturer's brand	
2	6.	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.	
2	7.	Provision of valid manufacturer's authorization or authorized distributor letter.	
2	8.	Provision of a signed statement of warranty and/or guarantee for applicable items. At	
		least three (3) years warranty on complete system is required.	
2	9.	Warranty: Two types of warranty have to be offered by the Bidder:	•
		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)	

Goods and Related Services (Valued G\$15M and above)

30.	Bidder must provide a statement for the availability of spare parts and/or after sales	
	services. Bidders statement indicating its acceptance or otherwise in offering Local	
	after sales service of no less than three (3) years. Bidder must state the nature of service	
	that will be provided.	,
31.	Submission of an implementation schedule indicating important milestones such as	
	equipment delivery to site, installation, testing and commissioning of system. Frequent	ĺ
	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					
□ No pending litigation in accordance with Evaluation Criteria #13					
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]	Contract Identification: [indicate complete contract name, number, and any other identification]	[insert amount]	
			• 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]		

Litigation History

LITIGATION HISTORY FORMAT No court/arbitral award decisions against the Bidder since 1 st January 2018, in accordance with Evaluation Criteria # 13				
[insert year]	Contract Identification: [indicate complete Contract name, number, and any other identification	[insert amount]		
	Name of Purchaser: [insert full name]			
	Address of Purchaser: [insert street/city/country]			
	• Matter in dispute: [indicate main issues in dispute]			

Goods and Related Services (Valued G\$15M and above)

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]

