

STANDARD BID SOLICITATION DOCUMENT

GOVERNMENT OF GUYANA



GUYANA ENERGY AGENCY

295 Quamina Street, South Cummingsburg Georgetown.

Procurement of Works

Operation and Maintenance of 4 Solar PV Minigrids in Region 9 (Annai, Karasabai, Aishalton and Karaudarnau)



June 14, 2024

Standard Bid Solicitation Document

PROCUREMENT OF WORKS – From G\$7.0 Million to below G\$15.0

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:

Guyana Energy Agency
295 Quamina Street, South Cummingsburg, Georgetown
Telephone number: 592-226-0394
E-mail: gea@gea.gov.gy
Website: www.gea.gov.gy

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INVITATION FOR BIDS (IFB)

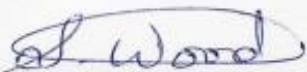
1. **The Guyana Energy Agency (GEA)** hereinafter referred to as “the Procuring Entity”, invites eligible bidders to submit their bids for execution of the works **“Operation and Maintenance of four (4) Solar PV Mini-grid Systems in Region 9 (Annai, Karasabai, Aishalton and Karaudarnau)”**
2. The bidding documents may be purchased by interested bidders for a non-refundable fee in the amount of twenty-five hundred Guyana dollars (G\$2500) from the Cashier at the **Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, Telephone # 592-226-0394, ext. 226. Alternatively**, interested eligible bidders may download a free **electronic copy of the Bid Document from the GEA website: gea@gea.gov.gy** .

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 the bid submission.

4. All Bidders should submit their bids not later than 9:00 hours on **9th day of July 2024** at the address: National Procurement & Tender Administration Board, Ministry of Finance, 49 Main & Urquhart Streets, Georgetown. Bids must be clearly labelled on the top right-hand corner as follows **“Operation and Maintenance of four (4) Solar PV Mini-grid Systems in Region 9 (Annai, Karasabai, Aishalton and Karaudarnau)”**

All late bids shall be rejected and returned to bidders unopened.

5. Bids should be valid for ninety (90) days of the date of bid opening.
6. Bids shall be opened by the National Procurement and Tender Administration Board (NPTA) in the presence of Bidders’ representatives who wish to attend it at 9:00 hours on **9th Day of July 2024** at the National Procurement & Tender Administration Board, Ministry of Finance, 49 Main & Urquhart Streets, Georgetown.
7. Bidders are required to complete the Bidders Registration via the following NPTA website: <https://www.npta.gov.gy/bidders-registration/>.



for **Dr. Mahender Sharma, Chief Executive Officer**



INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Works

- 1.1 The Procuring Entity identified in the *Bid Data Sheet* invites bids for the construction of works as detailed in the Bill of Quantities and Drawings (*where applicable*).
- 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. Qualification of the Bidder:

- 2.1 The bidder shall meet the qualification requirements set forth in the *Bid Data Sheet* and the evaluation criteria in the standard bid solicitation document.

3. Bid Price

- 3.1 The contract shall be for the whole works as described in drawings, technical specifications and bill of quantities.
- 3.2 All duties, taxes (including value added tax) and other levies payable by the contractor under the contract shall be included in the total price.
- 3.3 The price quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

4. Submission of Bids

- 4.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the bid.

Each bidder shall :

- Submit one (1) original (in paper) and 2 electronic copies (flash drive only) with an **exact PDF** version of the paper tender. (It is the responsibility of the bidder to ensure that the PDF file is accessible and readable and is an exact copy of the original.)
- Ensure the envelopes of the original (in paper) and the 2 electronic copies are identically labelled.
- The 2 electronic copies (flash drive) should be placed in a smaller envelope and properly affixed to the original paper submission.

Corrections in bids, if any, shall be made by crossing out, initialing, dating, and rewriting. ***The prices inserted shall be in indelible ink. The use of correction fluid (white -out) is strictly prohibited.***

- 4.3 The bid solicitation documents comprised of the following:

- (a) Instructions to Bidders
- (b) Bid Data Sheet
- (c) Bid Form
- (d) Bid Securing Declaration
- (e) Letter of Acceptance and Notice to Proceed with the Work
- (f) General Conditions of Contract
- (g) Special Conditions of Contract
- (h) Contract Form
- (i) Technical Specification
- (j) Bill of Quantities
- (k) Bank Guarantee for Advance Payment
- (l) Performance Security
- (m) Evaluation Criteria

4.4 The bid submitted by the bidder shall comprise all documents and information to be submitted as set forth in the Evaluation Criteria

4.5 The bidder shall seal the signed bid and required copies in separate envelopes addressed to the Procuring Entity. These envelopes shall be placed in an outer envelope and shall be marked as follows:

“Operation and Maintenance of four (4) Solar PV Mini-grid Systems in Region 9 (Annai, Karasabai, Aishalton and Karaudarnau)”

Do not open before (9:00 hours on 9th July 2024)

4.6 Bids must be delivered at the place, on the date and at the time specified in the Bid Data Sheet. If the specified date is declared a holiday, bids shall be received up to the appointed time on the next working day.

4.7 Any bid received by the Procuring Entity after the deadline for submission of bids will be rejected and returned unopened to the bidder.

5. **Bid Securing Declaration**

If specified in the bid data sheet (BDS), the bid securing declaration form must be completed and signed and submitted with the bid.

6. **Validity of Bid**

Bid shall remain valid for the period specified in the Bid Data Sheet.

7. Opening of Bids

Bids will be opened and read in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in sub-clause 4.6 above.

8. Confidentiality

Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced. *(as required by Section 55 of the Procurement Act Cap.73:05)*

9. Evaluation of Bids

9.1 The Procuring Entity will evaluate and compare all bids to determine whether they are substantially responsive, i.e. those which

- (a) are properly signed ; and
- (b) conform to the terms and conditions, specifications and drawings without material deviations.

9.2 The procuring entity shall:

- (a) correct any arithmetical errors;
- (b) exclude provisional sums and costs for contingencies pursuant to the bill of quantities;
- (c) make appropriate bid price adjustments (only for the purpose of comparison of bids) to reflect the margin of preference, if applicable pursuant to the BDS, discounts, and for any minor deviations.

10. Award of contract

10.1 The Procuring Entity will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price and who meets the specified qualification criteria. The winning bidder shall sign the contract in accordance with the bidding documents in the time frame notified in the notice of acceptance.

10.2 Notwithstanding the above, the Procuring Entity reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.

10.3 The bidder whose bid is accepted will be notified fourteen (14) days of the award of contract by the Procuring Entity and prior to expiration of the bid validity period.

10.4 At the same time that notification of award is given to the successful bidder, the Procuring Entity shall notify other bidders in writing of the selection, including the name of the successful bidder and the bid price. The Procuring Entity shall also publish a notice indicating the name and

address of the successful bidder and the bid price quoted by him.

- 10.5 Unsuccessful bidders may request in writing to the Procuring Entity for a debriefing seeking explanations for the failure of their bids. The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who requests the Employer in writing to explain on which grounds its bid was not selected.
- 10.6 The Procuring Entity will send to the successful Bidder, the Form of Contract contained in the Bidding documents. Within seven (7) days of the receipt of a written Notice of acceptance and the Form of Contract, the successful Bidder should sign and date the Contract, and return it to the Procuring Entity.

11. Performance Security

If required by the Bid Data Sheet, **within 7 days** of receiving letter of acceptance and the form of contract, the successful bidder shall deliver to the Procuring Entity the performance security for the amount and in the form indicated in the Bid Data Sheet. The Performance Security shall be valid for such period after the expected completion date of the works as specified in the Bid Data Sheet and Special Conditions of Contract.

12. Defects Liability:

The “Defects Liability Period” for the work is six (6) months from the date the procuring entity takes possession or such other period as may be specified in the Bid Data Sheet. During this period, the contractor will be responsible for rectifying any defects in construction free of cost to the Procuring Entity.

13. Construction materials

Supply of all construction materials meeting applicable standards shall be the responsibility of the contractor.

D. BID DATA SHEET

The following data is specific 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>The name, telephone and e-mail of the Procuring Entity is:</p> <p>Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, Guyana. Tel: 226-0394, Fax 226-5227, email at gea@gea.gov.gy</p> <p>The works are: Operation and Maintenance of four (4) Solar PV Mini-grid Systems in Region 9 (Annai, Karasabai, Aishalton and Karaudarnau)</p>
ITB 2.1	To qualify for award of the contract the bidder shall meet the qualification requirements set forth in the Bid Data Sheet and the evaluation criteria.
ITB 4.6	<p>Deadline and place for submission of bids Time: 9:00hrs Date: 9th July, 2024 Place of Submission: <i>Chairman, National Procurement and Tender Administration Board,</i> Address: Ministry of Finance, Main and Urquhart Street, Georgetown.</p>
ITB 5	Bid Securing Declaration Form must be completed and signed, see page 11
ITB 6	The period of validity of bids is 120 days following the deadline for submission of bids.
ITB 10	A performance security in the amount of 10% of the contract price is required and may be in the form of a bank guarantee, check or cash or from an insurance company licensed by the Bank of Guyana.
ITB 11	The duration of the defect's liability period is 180 days following provisional acceptance.

CONTRACTORS BID FORM

Brief Description of the Works: *Operation and Maintenance of four (4) Solar PV Mini-grid Systems in Region 9 (Annai, Karasabai, Aishalton and Karaudarnau)*

To:

Sir,

We/I agree to execute the works in accordance with the requirements of the bid solicitation document to the total sum of (*amount in words and figures*), confirmed by the attached bill of quantities which is part of the bid solicitation document.

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*)

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

We hereby confirm that this bid is valid for 120 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature: _____

Date: _____

Name & Title of Signatory: _____

Name of Bidder: _____

Address: _____

BID SECURING DECLARATION

To: **Guyana Energy Agency**

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *two (2) years* starting on **July 9, 2024**, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

In the capacity of

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____, _____

**LETTER OF ACCEPTANCE
AND NOTICE TO PROCEED WITH THE WORK**
(insert letter head of the procuring entity)

Dated: _____

[Name and address of the Contractor]

Dear Bidder,

This is to notify you that your Bid dated _____ for execution of the _____ for the contract price of GYD _____ [amount in words and figures], is hereby accepted by us.

[You are hereby requested to furnish performance security for an amount of GYD. _____, equivalent to % of the contract price within fifteen (15) days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft or from a recognized financial institution in favour of(Procuring Entity) shall be valid until the expected date of completion of works. Failure to furnish the Performance Security will entail cancellation of the award of contract. *

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the Engineer, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, the contract for the above said work stands concluded.

Yours faithfully,

**Authorized Signature
Name and title of Signatory**

General Conditions of Contract

1. Definitions and interpretation

1.1 The terms below shall be interpreted as follows:

"Procuring Entity" means the party, as defined in the Special Conditions of Contract, which employs the Contractor to execute the Works.

"Contractor" means the individual or legal entity, or a joint venture, whose Bid for the execution of the Works is accepted by the Procuring Entity, as specified in the Special Conditions of Contract.

"Days" mean calendar days; "months" mean calendar months.

"Daywork" are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and plant.

"Engineer" means a competent person, identified in the SCC, appointed by the Procuring Entity to be the Engineer, and notified to the Contractor, to be responsible for supervising the execution and quality of the Works.

"Works" means that the contractor shall, in accordance with the Bill of Quantities and the Technical Specifications construct, install, and hand over to the Procuring Entity the completed project as defined in the Special Conditions of Contract

1.2 Below listed documents shall constitute the Contract, and shall be its integral parts, and shall be interpreted in the following order of priority:

- (a) Contract Form,
- (b) Letter of Acceptance,
- (c) Contractor's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Technical Specifications,
- (g) Drawings,
- (h) Bill of quantities
- (i) any other documents listed in *the Special Conditions of Contract* to be as a constituent part of the Contract.

1.3 The 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.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is as specified in the Contract Form.¹.

3. Payments:

- 3.1 Payments to the contractors for the construction work will be released by the Procuring Entity in accordance with the schedule specified in the Special Conditions of Contract. If so and as indicated in the Special Conditions of Contract, an advance payment may be paid in the amount and in accordance with the conditions specified therein. “The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item Conditions for payments on a Daywork basis, or on the basis of provisional sums, if applicable, are specified in the Special Conditions of Contract.
- 3.2 Progress payments shall be made to the Contractor on a monthly basis, following submission of a statement by the Contractor in accordance with the procedure in para. (4).

4. Notice by Contractor to Engineer

The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously. The Engineer shall check the Contractor’s monthly statement and certify the amount to be paid to the contractor

5. Completion time

The works should be completed in the period of time (months/weeks/days) from the date of the Agreement, as specified in the Special Conditions of Contract. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. Compensation events

If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The Procuring Entity does not give access to the site or a part thereof by the agreed period.
- b) The Procuring Entity orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to Contractor or from visual inspection of the site.
- d) Payments due to the Contractor are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

¹

7. Liquidated damages for delay

Any willful delay on the part of the Contractor in completing the construction within the stipulated period will render him liable to pay liquidated damages at the rate specified in the Special Conditions of Contract, which will be deducted from payments due to him. The Procuring Entity may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages is ten (10)% of the contract amount.

8. Duties and responsibilities of Procuring Entity

- 8.1 The Procuring Entity shall be responsible for providing regular and frequent supervision and guidance to the Contractor for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2 The Procuring Entity shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3 Possession of the site will be handed over to the second party within ten (10) days of signing of the agreement.
- 8.4 The Engineer or such other person as may be authorized by the Procuring Entity shall hold meeting (*insert period*) where the Contractor or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the Contractor. The Contractor will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the Procuring Entity as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the Procuring Entity or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the Contractor

9.1 The Contractor shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitably skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the Procuring Entity and seek necessary clarification ;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) keep the Procuring Entity informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site until the handing over of the building to the Procuring Entity; and

- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- j) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (Procuring Entity will effect deduction from running bills in respect of such taxes as may be imposed under the law).
- k) the contractor shall employ occupational health and safety best practices and conduct its operations in accordance with the applicable provisions of the Occupational Health and Safety Act. (OHSA)

10. Variations / Extra Items

The works shall be executed by the Contractor in accordance with the approved drawings and specifications. No variation in cost is acceptable. However, if the Engineer issues instructions for execution of extra items, the following procedure shall be followed:-

- a) The Contractor shall provide the Engineer with a quotation for carrying out the extra items when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven (7) days of the request before the extra items are ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the extra items and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the extra items on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

11. Securities

The Performance Security, if one is required by the SCC, shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or insurance company acceptable to the Procuring Entity, in accordance with the SCC. The Performance Security shall be valid until a date 28 days from the expected completion date of issue of the Certificate of Completion in the case of a Bank Guarantee or Insurance Bond.

12. Termination

- 12.1 The Procuring Entity may, by written notice, terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- 12.2 Fundamental breaches of Contract include, but shall not be limited to the following:
 - (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
 - (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (d) the Contractor does not maintain a security which is required;
- 12.3 Notwithstanding the above, the Procuring Entity may, with written notice, terminate the Contract for convenience.

- 12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

13. Payment upon Termination

- 13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoverables due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- 13.2 If the Contract is terminated at the Procuring Entity's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoverables due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Dispute settlement

- 14.1 If, any dispute over the works arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.
- 14.2 In the event of an agreement not being reached, the matter may be referred by either party to a Court of General Jurisdiction or to arbitration, as specified in the Special Conditions of Contract.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict between the provisions herein and the General conditions of Contract, the Special Conditions of Contract shall prevail.

GCC Clause	
GCC 1.1	<p>The Procuring Entity is Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, Guyana. Tel: 226-0394, Fax 226-5227, email at gea@gea.gov.gy.</p> <p>The authorized representative is the Chief Executive Officer or his designate.</p> <p>Dr. Mahender Sharma, Chief Executive Officer, 295 Quamina Street, South Cummingsburg, Georgetown.</p> <p>The Works consist of: “Operation and Maintenance of four (4) Solar PV Mini-grid Systems in Region 9 (Annai, Karasabai, Aishalton and Karaudarnau)”</p>
GCC 3.1	<p>The payment schedule is:</p> <p>Payment (s) will be made based on invoice(s) submitted by the contractor and approved by GEA.</p>
GCC 5	The completion date is six months after commencement.
GCC 7	<p>Liquidated Damages Applicable rate: <i>0.05% of the Contract Sum per week</i> for untimely execution of order. Maximum deduction: 10% of contract sum.</p>
GCC 11	A performance security in the amount of 10% of the contract price is required and shall be in the form of a bank guarantee or a performance bond issued by an insurance company licensed by the Bank of Guyana.
GCC 14.2	<p>(i) If, any dispute over the works arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.</p> <p>(ii) in the event that the dispute is not resolved as a result of action taken at (i), it shall be resolved by Arbitration, in accordance with the provision of the Arbitration Act, or in the court of general jurisdiction, in accordance with the laws of Guyana.</p>

CONTRACT FOR WORKS

CONTRACT FORM

This Contract made the _____ day of _____ two thousand and _____
(date) (month)

BETWEEN the Procuring Entity (*insert name and address of organization*)

_____ and the Contractor (*name and address of organization*)

_____ for execution of the Works (*name and location of Works*)

_____ In view that the Procuring Entity wishes to have the Contractor execute [... *insert name of Contract*] (hereinafter called the Works) and the Procuring Entity has accepted the Contractor’s Bid for the execution and completion of the Works, and for correction of any defects therein.

THIS CONTRACT WITNESSES the following:

- 1. Taking into account the payments to be made by the Procuring Entity to the Contractor in accordance with the above-stated, the Contractor shall enter into the Contract with the Procuring Entity to execute and complete the Works, and to correct any defect therein in full accordance with conditions of the Contract.
- 2. The Procuring Entity shall pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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.

PROCURING ENTITY

CONTRACTOR

(signature and seal)

(signature and seal)

(name, last name, title)

(name, last name, title)

TECHNICAL SPECIFICATIONS

Region	Village Name	Step-up Tx. kVA	Primary Network Structures							Distribution Network Poles	Population	Public Buildings	Solar PV Capacity (kW)
			Take-off Structure	Primary Branch Pole	Intermediate Primary Pole	Heavy Angle Primary Pole	Light Angle Primary Pole	Primary End Pole	Transformer (Step-down)				
9	Karasabai	75	1	1	5				15kVA (1) 25kVA (1)	22	1,350	24	46.5
9	Aishalton	60	1	1	18	2			15kVA (1) 25kVA (2)	22	1,265	27	27.5
9	Karadarnau	60	1	1	3				15kVA (1) 25kVA (1)	7	1,200	11	25.5
9	Annai	75	1	2	9				15kVA (1) 25kVA (3)	18	642	32	41.5
											32,211	310	917.5

Table showing Transmission and Distribution Network Structures installed in the Solar PV Mini-grid Systems

Key Components of the Network Structures:

1. Solar PV Modules:
 - a. Trina Solar 500W Monocrystalline PV Modules TSM-DE18M(II)
2. Module Mounting Structure: Ground-mounted
 - a. IronRidge complete racking system including Rails, Splice Kits, Clamps, Ground Lugs, Grounding Conductor and Cable ties
3. Inverters:
 - a. Sol -Ark 12K Outdoor Hybrid Inverter 48Vdc with Monitoring Device/Dongle
4. Battery Energy Storage System:
 - a. Sunlight RES OPzV battery Cell 2V
5. Air Conditioning Unit: TCL Split-type Inverter Unit

Key Components of the Network Structures:

MV Network: 13800Vac

1. Oil-filled Pad-mounted Transformers (Step-up 120/240Vac:13800Vac)
2. Take-off Structure:
 - a. 13m Wallaba/Fibre Glass Pole
 - b. Double Cross-arm
 - c. Dead-end Insulators
 - d. RCOs and Lightning Arrestors
 - e. Stand-off Insulator
 - f. 3*35mm XLPE Armoured 15kV Copper Cable Cable
 - g. Earth Sets
 - h. Guy Sets
 - i. Stub
3. Intermediate Structure:
 - a. 13m Wallaba/Fibre Glass Pole
 - b. Single Cross-arm
 - c. Pole Top Insulators

- d. Stub (if required)
- e. Guy Set (if required)
- 4. Branch Structure:
 - a. 13m Wallaba/Fibre Glass Pole
 - b. Double Cross-arm (2)
 - c. Dead-end Insulators
 - d. Pole Top Insulators (if required)
 - e. Earth Sets
 - f. Guy Sets
 - g. Stub (if required)
- 5. Transformer Structure
 - a. 13m Wallaba/Fibre Glass Pole
 - b. Pole Mounted Transformer (15/25kVA Capacities)
 - c. RCOs and Lightning Arrestors
 - d. Dead-end Insulators
 - e. Earth Sets
 - f. Guy Sets
 - g. Stub
- 6. Cable: Aluminium Conductor 7 Strand 1/0 AWG Poppy wire

LV Network: 120/240Vac

- 1. Intermediate/Heavy Angle, Light Angle and End-pole Structures:
 - a. 9m Wallaba/Fibre Glass Pole
 - b. Clevis Single Spool Rack
 - c. Earth Sets (if required)
 - d. Guy Sets (if required)
 - e. Stub (if required)
- 2. Cable:
 - a. Triplex 19 Strand 4/0 AWG Lepas with bare neutral
 - b. #6 AWG Duplex service line with bare neutral

Qualification and Experience of Key Personnel:

Provision of qualification and experience of key personnel - the bidder must designate an individual to fill each key positions and provide detailed curriculum vitae for the key personnel.

No.	Position/Specialisation	Total Work Similar Experience (years)	In Similar Works Experience (years)	Minimum Criteria to be met
1	Maintenance Engineer/Technician	5 years	3 years	<ul style="list-style-type: none"> • At least 5 years of experience in conducting repairs and maintenance of electrical systems. Experience in MV/LV Network maintenance and operation will be an asset • Engineering Degree or Technical Certificate in Electrical/Mechanical Technology
2	Electrical/Solar PV Technician	5 years	3 years	<ul style="list-style-type: none"> • At least 5 years of experience in the installation and repairs/maintenance of Solar PV Systems • Technical Certificate in Electrical Systems/Certificate in Solar PV System Installation/maintenance and equipment repairs
3	Network Technician/Linesman	5 years	3 years	<ul style="list-style-type: none"> • At least 5 years in the installation, testing and maintenance of MV/LV Networks (13.8kV/120/240V Systems) • Certificate in MV/LV Systems maintenance and repairs
4	HSSE Officer	5 years	3 years	<ul style="list-style-type: none"> • At least 2 years of experience in the setting up management of HSSE Systems and personnel • Diploma or certificate in Occupational Health and Safety

ANNEXES

ANNEX 1 - TERMS OF REFERENCE

**ANNEX 2 - GENERAL DESCRIPTION OF THE OPERATION AND MAINTENANCE
SCHEDULE**

ANNEX 3 - KEY PERSONNEL (COMPOSITION OF THE O&M TEAM)

Annex 1

Terms of Reference Annual Operations and Maintenance (AMC) Contract Solar PV Mini-grids

Introduction

Guyana is working to ensure universal energy access by 2030 through investments in off-grid solar systems, expansion of the Hinterland Electrification Programme, replacement and upgrade of solar-powered systems, and development of mini-grids at public/community buildings for large hinterland areas. A total of 4 mini-grids with an Installed capacity of kW are in operation across eight administrative regions. Details of existing solar PV mini-grids are given below in the table.

Existing Solar Mini-grids powering public and community buildings (with transmission and distribution lines)

S.No	Region	Village Name	Population	Public Buildings	Solar PV Capacity (kW)
27	9	Karasabai	1,350	24	46.5
28	9	Aishalton	1,265	27	27.5
29	9	Karaudarnau	1,200	11	25.5
30	9	Annai	642	32	41.5
			4,457	93	141

Objective

The overall objective of Solar PV mini-grid Annual Maintenance Contract is to ensure that the systems perform at their optimum efficiency to maximize power generation. It aims to reduce the downtime of solar PV mini grid, by predictive maintenance.

The identification of operational issues is to be done by means of normal support so that they do not negatively impact the overall operation of the systems. Regular and periodic overhauling likewise safeguards to maintain item guarantee conditions.

Terms of Reference for Annual Maintenance Contract (AMC)

To meet the specific objectives on the annual operational and maintenance of Solar PV farms, terms of reference are provided below.

- The term of contract for AMC will be for a period of 6 months (minimum);
- Response time-Resolution within 48 Hours in case of critical equipment failure;
- The principal (procuring agency) is responsible for providing the spares which will be used during operation and maintenance at their own cost and the contractor will help in managing the same. AMC service provider may be requested to assist in obtaining spares if the situation arises;
- Based on the presumption that all routine maintenance services shall be performed during normal working hours;
- The contractor shall submit the Monthly O&M Report mandatorily to GEA as per the format enclosed in Annexure I and II, every month. Non-submission of the report shall be considered a “Breach of Contract” and shall attract punitive actions as per the relevant provisions of the Contract including non-release of payments.
- Any additional (or) major service, maintenance and repairs that need to be covered shall be performed only upon authorization of the principal and shall be invoiced to the utility head as per the rates decided mutually between both Parties.

Component-wise Maintenance Requirements

- AC Panels

Although the cleaning frequency for the panels will vary from site to site depending on soiling, it is recommended that:

- The panels are cleaned at least once every during every visit;
- Any bird droppings or spots should be cleaned during the site visits;
- Use a damp and soft sponge or cloth for cleaning;
- Do not use detergent or any abrasive material for panel cleaning;
- Isopropyl alcohol may be used to remove oil or grease stains; (if any)
- Do not spray water on the panel if the panel glass is cracked or the back side is perforated;
- Wipe water from the module as soon as possible;
- Use proper safety harness while cleaning modules at inclined roofs etc;
- The modules should not be cleaned when they are excessively hot. Early morning is a particularly good time for module cleaning;
- Check if there are any shade problems due to vegetation overgrowth. If there are, make arrangements for removal.
- Ensure that the module terminal connections are not exposed while cleaning; this poses a risk of electric shock;
- Never use panels for any unintended use, e.g. drying clothes, chips etc,

➤ Cables and Connections boxes

- Check the connections for corrosion and tightness;
- Check the connection box to make sure that the wires are tight, and the water seals are not damaged;
- There should be no vermin inside the box;
- Check the cable-insulating sheath for cracks, breaks or burns. If the insulation is damaged, replace the cable (to be done under advisement by procuring entity);
- If the wire is outside the building, use wire with weather-resistant insulation;
- Make sure that the wire is clamped properly and that it does not rub against any sharp edges or corners;
- If some conductors (or) wire needs to be changed, make sure it is of proper rating and type.

➤ Inverters

- The inverter should be installed in a clean, dry, and ventilated area which is separated from, and not directly above, the battery bank;

- Remove any excess dust in heat sinks and ventilation. This should only be done with a dry cloth or brush;
- Check that vermin have not infested the inverter. Typical signs of this include spider webs on ventilation grills or wasps' nests in heat sinks;
- Check functionality, e.g. automatic disconnection upon loss of local grid power supply, at least once a month;
- Verify the state of DC/AC surge arrestors, cable connections, and circuit breakers.

➤ Battery Energy Storage System

- The Battery Energy Storage System is to be in a clean, cool and dry location.
- The maintenance of a cool temperature (approximately 25 degrees Celsius) is an important factor in ensuring optimal operation of the Battery Energy Storage System
- Remove excess dust, dirt and other debris from the battery bank.
- Ensure all terminals are clean and securely connected to the lugs.
- Check individual cell voltages and voltage of the entire battery bank!

➤ Shutting down the System

- Disconnect the system from all power sources in accordance with instructions for all other components used in the mini-grid;
- Completely cover system modules with an opaque material to prevent electricity from being generated while disconnecting conductors;
- To the extent possible, system shutdown will not be done during daytime or peak generation.

➤ Air Conditioning Unit

- Complete check of all AC Units installed in the respective Solar PV Mini-grid Huts.

Annex 2

General Description of the Operation and Maintenance Service and schedule

The services comprise the operation, monitoring, maintenance and repairs of the Solar PV Power Plant and Transmission/Distribution Networks and other related tasks as set out below.

For Operation and Maintenance of Solar PV Mini-grid Systems in 4 Communities

This scope of works describes the requirements for the conducting of preventive maintenance and repairs and operation management of the Solar PV Systems given in the table below:

Scope of Work				
S.No	Covered Equipment	Planned Maintenance Activity	Description	Frequency (Yearly)
1	PV modules	Periodic inspection and cleaning	<ul style="list-style-type: none"> • Inspect Solar PV Modules for any cracks or hotspots. • Conduct physical inspection of the module's junction boxes for any damage, tighten connections as required. • Check for and remove any bushes/undergrowth touching the Solar PV Modules • Use water jets or other method of applying water along with a mop or soft/non-abrasive cloth to clean the solar modules of dirt/dust and other debris. 	Twice per year or as needed in the event of a system failure involving the PV Array
			<ul style="list-style-type: none"> • Conduct thermographic inspection of the Modules 	Once in 2 years
2	Module support structure: posts, substructure frames and mounting systems	Periodic structural inspection	<ul style="list-style-type: none"> • Periodically inspect the ground-mount structure to verify the integrity of all the support structures. • Check all module mid-clamps, end-clamps to ensure tightness. • Check for the tightness of the nuts and bolts of the structure • Checking module mounting structures for any rusting or sharp edges, remove or treat with corrosion resistant spray as required. 	Twice per year
3	DC cable and wiring	Inspect or test to ensure proper operation	<ul style="list-style-type: none"> • Check through sampling for the connectors and string cable for any physical damage; • Check the connection points of combiner boxes if the connectors are intact properly 	Monthly

			<ul style="list-style-type: none"> • Check all the MC4 connectors for any melting/overheating etc. 	
4	Combiner box (DC Bus Bar)	Inspect or test to ensure proper operation	<ul style="list-style-type: none"> • Check to ensure termination points are tightened properly; • Check all the cables to ensure it is maintained in good condition. • Check string fuses • Visually inspect the combiner box for any damage • Check the DC switch for its smooth functioning • Check for the status of surge protection devices • Check that all holes are closed with sealant • Check all the cable glands are properly sealed/tightened • Check for any short circuit or burning inside SMB • Inspection of the support structure for rust and any physical damage • Clean the combiner box • Check the ampere of all the strings either through SCADA or physically. Also, check the O/P Amp and Voltage 	
5	Inverter: inverters, cabinet, doors and seals	Scheduled maintenance in accordance with the manufacturer's recommendation	<ul style="list-style-type: none"> • Check the inverter to see if the LCD display is intact and checking for warnings/errors; • Check inverter bottom fasteners tightness; • Ensure that the heat sink/extractor fans or vents at the side/rear of the inverter are not covered (e.g. by insects or dirt); • Check that warning labels and stickers are intact and clearly readable; • Clean the inverter (if necessary); • Check the surge arrestor's physical condition; • Check the inverter for any physical damage • Check AC and DC voltage of the inverter • Check DC fuses • Check AC and DC 	Twice per year as per schedule or as required during fault rectification exercise

			<p>breakers for its working</p> <ul style="list-style-type: none"> • Check for the presence of any insect/pest/reptile inside the inverter • Check all components inside the inverters for any damage • Check for any fire/hot spot inside the inverter • Check the inverter fan for it is working • Check DC power supply for its operation • Tighten all AC/DC cables • Check all the doors for its proper opening and closing • Check the connectivity between online monitoring and the inverter • Check for any type of corrosion inside the inverter 	
6	Grounding system	Inspect or test to ensure proper operation	<ul style="list-style-type: none"> • Check for the continuity between the earthing strip/structure and earthing pit; • Check the earth pit resistance of the entire plant • Check the tightness of all the fasteners in the earthing pit • Check all the earth pits for any physical damage e.g. damaged covers etc. 	Twice per year
7	AC cable and wiring	Inspect or test to ensure proper operation	<ul style="list-style-type: none"> • Inspect all wires to ensure there is no damage due to environmental conditions • Check AC cable terminations (Lugs) for physical damage • Check AC cable terminations (Lugs) for any heating with a temperature gun • Tighten all cable connections 	Every 3 months
			<ul style="list-style-type: none"> • Perform insulation resistance test of the AC Cables for the entire plant to check the healthiness of the cable 	Every Year
8	Monitoring system: power and control wiring, monitoring panels, internal structural and support components, power supply, interface, logic and controller	Inspect or test to ensure proper operation	<ul style="list-style-type: none"> • Ensure the data logger and battery and power supply for the data logger are in place • Check all the physical connections inside the cabinet for tightness • Check the monitoring 	Every Month

	devices, monitoring devices		<ul style="list-style-type: none"> cabinet for any physical damage Check the operation of SMPS 	
9	HT & LT Panels	Scheduled maintenance in accordance with the manufacturer's recommendation	<ul style="list-style-type: none"> Check the panel for any physical damage Check cable terminations for any abnormality/burn marks Check all the connections for tightness Check all the connections of the control wiring Check the breaker for its functioning Check for any signs of moisture in the busbar and circuit Check all the cable glands if its properly sealed/tightened 	Every 3 months
			<ul style="list-style-type: none"> Check the functioning of the breaker/switchgear Check the MFM for its functioning and its wiring Cleaning of panel with dry cloth or blower Check all the indicators for their working Check all the auxiliary supply AC/DC Check heater working conditions Check volt and Amp meter for their operation 	Every Month
10	Battery Bank	Scheduled maintenance in accordance with the manufacturer's recommendation	<ul style="list-style-type: none"> Check the batteries' physical conditions Check the tightness of the battery cell connection/retighten as required Clean the surface and connection of the batter cell using a dry cloth Apply petroleum jelly on battery cell termination to avoid terminal corrosion Check the voltage of the cells and entire battery bank (record all information collected) 	Every Month
11	Air Conditioning Unit		<ul style="list-style-type: none"> Check and clean the AC unit air filter Check the Thermostat Inspect the refrigerant lines Clean the evaporator 	Twice per year

			<ul style="list-style-type: none"> • Check that the AC unit is leveled • Check the AC cooling coils for frost or the build up of ice • Check and clean the condensator drain line • Inspect complete unit for leaks 	
12	Corrective Maintenance	Technical Support	<ul style="list-style-type: none"> • Provide 24x7x365 information support on activities, performance and incidents in the Solar Mini Grid 	As per requirement
Transformers (Pad and Pole Mounted)				
13	Transformer (applicable for 13.8kV systems): Single-Phase step-up Pad/Pole mounted Transformer (Inverter Voltage/13.8kV, 60Hz) Single-Phase distribution Pole mounted Transformer (13.8kV/120/240V, 60Hz), elbows, gauges, drain and test valves		<ul style="list-style-type: none"> • Visually inspect the transformer for any physical damage – breakage, burns, dents etc (Any significant damage must be reported to the Procuring Entity in a urgent manner for actions) • Check and retighten all fasteners • Check the oil level in the transformer • Check for the operation of Pressure Relief Valve (PRV) • Check for the operation of the Bucholz relay • Examine for cracks and dirt deposits in bushings (Clean as required) • Check cable glands, connection points and seals • Check cable termination in the Marshalling box • Check all the earthing connections for their tightness connections to the transformer • Check transformer protection through OTI and WTI 	Every 3 months
			<ul style="list-style-type: none"> • Check the transformer for leakage • Check the tightness of all the fasteners onto the transformer body • Check the breather oil level and should be free from moisture • Check for the temperature of the input and output terminals • Check the condition of the silica gel • Check the oil level of the 	Monthly

			conservator tank	
			<ul style="list-style-type: none"> • Check connection tightness on the HT and LT side • Perform Breakdown Voltage (BDV) test for the oil of the transformer 	Every Year
			<ul style="list-style-type: none"> • Check the oil temperature and winding temperature of the transformer • Check tap position • Listen to the transformer for any abnormal noises 	Daily
LV/MV Network Structures and Components				
14	MV Cable Between Transformer and Take-off Structure (Armoured Copper and Knitted Aluminum Cables)		<ul style="list-style-type: none"> • Inspect all cables for physical damages, breakage, burns or buildup of dust/dirt (Clean and replace if required – inform procuring entity to be advised accordingly) • Clean and tighten all cable connections to the transformer and the MV Termination • Tighten connection of Stand-off Insulator to the Take-off Structure and all insulator connections 	
15	Take-off Structure Components		<ul style="list-style-type: none"> • Check the complete RCO for damage: Polymer Insulator, Movable Sections/Springs and Fuse Holder, Lighting Arrestors, and all Cable Connections. • Check fuse holder and tighten string fuse as required/replace if frayed/burnt or otherwise damaged • Inspect and tighten all earthing/grounding connections to Lightning Arrestors, RCOs, Cable Sheath and Earth Rods • Conduct thorough inspection of power pole; test for hollow sections, check for termites; treat with tar/creosote as required 	
16	Network Lines and components e.g. Insulators, RCOs,		<ul style="list-style-type: none"> • Thorough inspection of all network lines (open MV Cables (Poppy); Knitted LV Distribution Lines (Lepas) and Service Lines) – check for damage in the insulation, frayed 	

			<p>cables or burnt sections</p> <ul style="list-style-type: none"> • Inspect and tighten all cable connections – dead-end insulator connections, transformer primary and secondary connections, RCO connections, secondary and service wire connections, mid-span connectors • Check all Insulators: Dead-end, Pole Top Insulators, Clevis and other spool insulators for damage and replace as required (to be based on inspection and authorization of the procuring entity) • Check all wooden sections of the Pole Structures: Poles, Cross-arms, Stubs – damaged or rotten sections to be replaced or strengthened as required • Check line tension and sags – retention if needed • Check all Guy Sets: Guy Wire, Insulators and Anchors • Check all Earth Sets – Connections to the Network components e.g. RCOs and Earth Rod. • Earth Test to be conducted annually on all transformers and critical network connections 	
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General Terms of the Service to be provided by the contractor:

1. The Services apply to the whole of the PV system including photovoltaic arrays, inverters, supports, junction boxes, meters, switchgear, cabins, cabling, MV and LV Networks and communication systems up to the connection point between the PV system, injection point and up to the connected building's switchboard;
2. The Services include, but are not limited to, undertaking suitable measures to achieve higher availability and to advise the utility head regarding technical matters during the operation of the PV

3. The Services Provider will ensure, to the best of its ability, the uninterrupted operation of the PV system and, taking the weather into account, the optimum use of the PV system. Where possible, maintenance work will be performed in a manner such that the work has as little impact as possible on the productivity of the PV system. Minimise the downtime by conducting, as much as possible within your control, as little work as possible during those hours when the PV system receives the maximum sunlight.
- 4.
5. The Services Provider will suggest to the GEA regarding all material issues existing or arising in connection with the operation of the PV system.
6. The Services Provider is solely responsible for the procurement, maintenance and security of its own tools, measuring and test equipment required by the Personnel to perform the Services.

As far as solar PV systems' uptime management is concerned, the service provider shall carry out the following activities:

- Data interpretation and collection of data in real-time, where possible or during onsite visits
- Monitoring of energy production on a consistent basis
- Critical as well as non-critical repairs
- Analysis of trends and KPIs in order to ensure continuous improvement
- Selection of specific key performance indicators to minimize cost while delivering the best possible system performance in the face of varying conditions
- Management of inventory, spare parts, etc.
- The tracking of solar power generation logs and updating document service histories
- Optimization of balance between yield, cash flow costs of scheduled maintenance, etc.
- Assessment of components and inverters to ascertain whether they have to be repaired or restored
- Identification of safety issues, etc.

Service Provider (Contractor's) obligations in terms of Health and Safety

- A. The contractor is required to have suitably trained and qualified Health Safety Security and Environment personnel in place during the conducting of any major O&M and Repairs activities
- B. The Contractor shall put in place all HSSE systems to ensure the safety its personnel and the procuring entity will not be responsible in case of any accident, injury or damage;
- C. The Contractor shall comply with all health and safety statutory regulations applicable to the Services in Guyana.
- D. The Contractor shall always take all reasonable precautions to maintain the health and safety of the Working Staff Personnel.
- E. The Contractor shall ensure that the Personnel are outfitted with all personal protective equipment required for the safe and effective conducting of their duties.
- F. The Contractor shall ensure that while performing electrical maintenance services in the Plant, the Personnel should be wearing safety gloves, glasses, shoes and all the necessary gear as required.
- G. The Contractor shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees, Sub-contractors and/or personnel ("Personnel") at the Project Site and shall ensure the safety of the persons working at the Project Site.
- H. Unless previously and expressly approved by the head of the procuring, neither the Contractor nor its sub-contractor, agents or representative shall attempt to modify or alter the Project or any component thereof in a manner that adversely varies the function and output of the Project or any component.

Force Majeure relevant to the Solar PV operation and maintenance project

Force Majeure may include, but is not limited to exceptional events or circumstances of the kinds listed below:

- a) Act of public enemies, riot, civil commotion, local unrest or public outrage, wrongful restraint, sabotage, burglary, theft/s, Vandalism in excess, disorder, strike or lockout by persons other than by the contractor's personnel;
 - b) Munitions of war, explosive material, ionizing, radiation or contamination by radioactivity etc.
 - c) Natural catastrophes such as lighting, earthquakes, hurricanes, typhoons, tsunamis or volcanic activity; and
 - d) Change in Applicable Laws, regulations, and Government policies.
 - e) Design, structural and/or manufacturing defect.
 - f) A natural phenomenon which is beyond the control of any party
- Performance of any obligations affected by a Force Majeure event must be resumed as soon as reasonably possible after such Force Majeure event ceases to exist.

Annex 3

Key Personnel (Composition of O&M Team):

The bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position/Specialisation	Total Work Similar Experience (years)	In Similar Works Experience (years)	Minimum Criteria to be met
1	Maintenance Engineer/Technician	5 years	3 years	<ul style="list-style-type: none"> • At least 5 years of experience in conducting repairs and maintenance of electrical systems. Experience in MV/LV Network maintenance and operation will be an asset • Engineering Degree or Technical Certificate in Electrical/Mechanical Technology
2	Electrical/Solar PV Technician	5 years	3 years	<ul style="list-style-type: none"> • At least 5 years of experience in the installation and repairs/maintenance of Solar PV Systems • Technical Certificate in Electrical Systems/Certificate in Solar PV System Installation/maintenance and equipment repairs
3	Network Technician/Linesman	5 years	3 years	<ul style="list-style-type: none"> • At least 5 years in the installation, testing and maintenance of MV/LV Networks (13.8kV/120/240V Systems) • Certificate in MV/LV Systems maintenance and repairs
4	HSSE Officer	5 years	3 years	<ul style="list-style-type: none"> • At least 2 years of experience in the setting up management of HSSE Systems and personnel • Diploma or certificate in Occupational Health and Safety

PRICE SCHEDULE
Operation and Maintenance Services

Item	Description	Unit Price \$GY (Per O&M Visit)	No. of Visits (Two (2) visits per contract period)	Total Price (\$GY)
1	<p>Operation and Maintenance of Solar PV System and LV Distribution Network in Karasabai (Region Nine)</p> <ul style="list-style-type: none"> - O&M Solar PV System 46.5kWp Ground-mounted PV System with 140kWh Lead Acid BESS with Split-type AC Unit - O&M LV Distribution Network and components - O&M MV Distribution Network and components 			
2	<p>Operation and Maintenance of Solar PV System and LV Distribution Network in Aishalton (Region Nine)</p> <ul style="list-style-type: none"> - O&M Solar PV System 27.5kWp Ground-mounted PV System with 83kWh Lead Acid BESS with Split-type AC Unit - O&M LV Distribution Network and components - O&M MV Distribution Network and components 			
3	<p>Operation and Maintenance of Solar PV System and LV Distribution Network in Karadarnau (Region Nine)</p> <ul style="list-style-type: none"> - O&M Solar PV System 25.5kWp Ground-mounted PV System with 114kWh Lead Acid BESS with Split-type AC Unit - O&M LV Distribution Network and components - O&M MV Distribution Network and components 			

4	Operation and Maintenance of Solar PV System and LV Distribution Network in Annai (Region Nine) <ul style="list-style-type: none"> - O&M Solar PV System 41.5kWp Ground-mounted PV System with 125kWh Lead Acid BESS with Split-type AC Unit - O&M LV Distribution Network and components - O&M MV Distribution Network and components 			

Name of Contracting Firm / Company, etc.

.....

Signature of Contractor

..... **(Signed and Stamped)**

Date

.....

Note: Where there is a discrepancy between the rate in figures and words, the rates in words will govern.

MOBILISATION ADVANCE PAYMENT

To: _____ [name of Procuring Entity]
_____ [address of Procuring Entity]
_____ [name of Contract]

In accordance with the provisions of the Conditions of Contract, subclause 3.1 of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Procuring Entity] a bank guarantee or advance mobilization Bond from a reputable financial institution to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee] _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Procuring Entity] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee] _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Procuring Entity] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Procuring Entity] receives full repayment of the same amount from the Contractor.

Yours truly,
Signature and seal: _____
Name of Bank/ Insurance Company: _____
Address: _____
Date: _____

PERFORMANCE GUARANTEE

To: _____ [name of Procuring Entity]
_____ [address of Procuring Entity]
_____ [name of contract]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee or Performance Bond from an insurance company licensed by the Bank of Guyana for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a [Bank Guarantee/ Performance Bond].

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal
of the guarantor _____
Name of Bank / Insurance Company _____
Address _____
Date _____

EVALUATION CRITERIA FOR WORKS

NATIONAL PROCUREMENT
& TENDER ADMINISTRATION

14 JUN 2024

NO	DESCRIPTION	RESPONSIVENESS	
		YES	NO
1	Submission of a valid business registration OR certificate of incorporation that is clearly legible. For incorporated companies the names of the directors must be submitted		
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 bid submission form / form of bid (page 10)		
5	Completed price schedule (page 38-39) . Document must be stamped and signed.		
6	Completed signed bid security declaration form (page (11)		
7	Demonstrate specific experience by providing copies of contracts with previous clients that show the bidder has completed a minimum of two (2) contracts of similar nature, size and complexity of a minimum value of \$4,500,000 within the past three (3) years		
8	Evidence of financial capacity representing 20% of the bid price. Bidder must provide a bank statement or LINE of credit from a bank or an insurance company licensed by the Bank of Guyana. 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. OR (b) bidder must provide a line of credit from a reputable supplier relative to the project. The Letter must be an ORIGINAL COPY and must state an amount to the required value or above. The document must be dated within one month of the bid opening date and be clearly legible.		
9	Written confirmation of authorizing signatory must be provided. For incorporated company this must be in the form of an affidavit of authorization endorsed by a Commissioner of Oaths or Justice of Peace. For registered business that has appointed an employee to sign the bid, a letter of authorizing signatory must be provided.		
10	The Bidder shall provide accurate information on the related bidding form as provided about any litigation or arbitration resulting from contracts completed or on-going under its execution over the last three (3) years. Litigation History: Non-performance of a contract did not occur as a result of suppliers default one (1) year prior to bid submission. Any ongoing legal matters with the Government of Guyana shall render the contractor unqualified for consideration of award of contract.		
11	Bidder must provide a letter stating any or no terminated or abandonment of projects within the last three years. The letter must be dated within one month of the bid opening date. Contractors who were terminated due to defaulting on a contract will be considered ineligible for an award of contract for 12 months after the date of termination.		
12	Provision of qualification and experience of key personnel - the bidder must designate an individual to fill each key positions and provide detailed curriculum vitae for the key personnel. All designated individuals must sign a letter consenting to the use of his/her CV by the bidder. Letters must be dated within one month of bid opening.		

APPROVED

No.	Position/Specialisation	Required qualification and experience
1	Maintenance Engineer/Technician	<ul style="list-style-type: none"> Engineering Degree or Technical Certificate in Electrical/Mechanical Technology
2	Electrical/Solar PV Technician	<ul style="list-style-type: none"> Minimum of 5 years of relevant experience
3	Network Technician/Linesman	<ul style="list-style-type: none"> Minimum of 5 years of relevant experience
4	HSSE Officer	<ul style="list-style-type: none"> Minimum of 2 years of relevant experience

**NATIONAL PROCUREMENT
& TENDER ADMINISTRATION**
 14 JUN 2024
APPROVED