

STANDARD BID SOLICITATION DOCUMENT

GOVERNMENT OF GUYANA



***Design, Supply, Installation and
Commissioning of Solar Photovoltaic Systems at
three (3) buildings in the Hinterland - 2025***

GUYANA ENERGY AGENCY

January 22nd, 2025



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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 Solar Photovoltaic Systems at three (3) buildings in the Hinterland-2025**, as per the required specifications mentioned in the Bidding Document.
2. Required period of supply: **One hundred and eighty (180) 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 facilitate contacting the appropriate entities 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 G\$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@gea.gov.gy. Alternatively, interested eligible bidders may download a free copy of the Bidding Documents from the GEA website at www.gea.gov.gy
4. All Bidders should submit their bids together with an original bid security of 2% of the tendered amount not later than 9:00 hours on the **20th day of February, 2025** at the: **National Procurement & Tender Administration Board, Ministry of Finance, 49 Main & Urquhart Streets, Georgetown.**

Clarifications must be submitted in writing to the GEA’s email address at gea@gea.gov.gy no later than one week prior to the deadline for bid submission.

5. Bids shall be valid for ninety (90) days after the date of bid opening.
6. Bids shall be opened by the National Procurement and Tender Administration Board in the presence of Bidders’ representatives who wish to attend, at 9:00 hours on **the 20th day of February, 2025** at the address: 49 Main and Urquhart Streets, Georgetown.
7. Bidders are required to complete the Bidders Registration via the following NPTA website: [Bidders Registration – The National Tender & Procurement Administration \(NPTA\) of Guyana](#)



Dr. Mahender Sharma
Chief Executive Officer- Guyana Energy Agency



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*.
- 2.2 The bidders should not have conflicts of interest, including involvement in more than one bid in this proceeding, should not be associated nor have been associated in the past, directly or indirectly, with any agency or any of its representative(s), affiliate(s), that have been engaged by the Procuring Entity to provide consulting services at the preparation stage of the bidding documents, technical specifications and other documentation that are subject to be used in the procurement of goods which must be purchased in accordance with the Invitation for Bids. In cases when the indicated facts are discovered, the Bidder's bid shall be rejected.

B. Bidding Documents

3. Clarification and Amendment of Bidding Documents

- 3.1 The Procuring Entity, in not more than three (3) working days, will respond in writing or electronic mail to any request for clarification of the bidding documents to be received (in writing or electronic mail) not later than seven (7) days before the expiry of a deadline for submission of bids. At the same time, the Procuring Entity's response shall without identifying its source of the request, be distributed to all bidders who have received the bidding documents from the Procuring Entity.
- 3.2 At any time before the deadline for submission of bids, the Procuring Entity may amend the bid documents by issuing an Addendum to the bidders.

C. Preparation of Bid

4. Language of Bid

- 4.1 The bid prepared by the Bidder, as well as all correspondence and documents related to that bid and exchanged by the Bidder and the Procuring Entity shall be written in the language *specified in the Bid Data Sheet*.

5. Documents Included in Bid

- 5.1 The bid prepared by the Bidder should contain the Form of Bid, the Price Schedules and the other documents to be submitted in accordance with these Instructions to Bidders, Bid Data Sheet and Evaluation Criteria.

6. Bid Price

- 6.1. Subject to the choice of INCOTERMS as indicated in the Bid Data Sheet, the prices given in the Price Schedule shall include all transportation costs to the destination point indicated in the Contract, all taxes, duties, payments collected, in accordance with the laws of Guyana and delivery related and other costs on performing of contractual obligations.
- 6.2. The prices offered by the Bidders shall remain fixed during the whole period of Contract performance and shall not be modified in any circumstance.

7. Bid and Payment Currency

- 7.1 The prices shall be indicated in Guyana Dollars, unless otherwise specified in the *Bid Data Sheet*.

8. Bid Security

- 8.1 Unless otherwise provided in the *Bid Data Sheet*, the Bidder shall furnish, as part of his bid, an original Bid Security, in the form, currency and amount specified in the *Bid Data Sheet* with a validity period for not less than two (2) weeks upon the expiry of the bid validity period and in accordance with the specified form.
- 8.2 The bid security may be forfeited, if the Bidder:
- (a) withdraws their bid after it is opened during the period of validity specified in the bid; or,
 - (b) having been awarded the contract fails:
 - (1) to sign the contract on the terms and conditions provided in their bid; or
 - (2) to furnish the Performance Security, if required to do so.

9. Period of Validity of Bid

- 9.1 Bids shall remain in force during the period specified in *the Bid Data Sheet* after the date of bid opening.

10. Format, Signing and Submission of Bid

- 10.1 The Bidder shall prepare one (1) original bid and one (1) hard copy which shall be completed in writing in indelible ink and shall be signed by the Bidder, or by the person (persons) duly authorized to sign the bid in accordance with the power of attorney and 2 (two) exact electronic PDF copies of the bid on Flash Drive, to be submitted with the bid. All pages of the bid where new information, modifications or erasures entered shall be initialed (signed) by the person or persons signing the bid. In the event of discrepancies between them, the original shall prevail.
- 10.2 The bid shall contain no interlineations, erasures or overwriting, except the cases when the Bidder needs to correct errors which must be initialed by the person or persons signing the bid.
- 10.3 The Bidder shall seal the original and Electronic PDF copies of the bid in different envelopes, marking them “ORIGINAL” and “COPIES”, as appropriate. 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 Solar Photovoltaic Systems at three (3) buildings in the Hinterland - 2025”** and the words: **“DO NOT OPEN BEFORE”** 9:00 hours on the **20th day of February, 2025.**

11. Deadline for Submission of Bids

- 11.1 Bids must be received by the Procuring Entity at the address and within the periods specified in *the Bid Data Sheet*. All bids received by the Procuring Entity upon the expiry of a period established for submission of bids as indicated by the Procuring Entity shall be rejected and returned to the Bidder unopened.

12. Modification and Withdrawal of Bids

- 12.1 The Bidder may modify or withdraw their bid after the bid’s submission, provided that the Procuring Entity will receive a written notice of modification, substitution or withdrawal of bid before the deadline for submission of bids.
- 12.2 The Bidder’s modification, substitution or withdrawal notice shall be prepared, sealed, marked, and sent in accordance with the provisions of ITB Clause 10. In that case the outer and inner envelopes will be additionally marked as **“MODIFICATION”** or **“WITHDRAWAL”**, as appropriate. A withdrawal notice may also be sent by email with a subsequent written confirmation not later than the deadline for submission of bids.

D. Opening and Evaluation of Bids

13. Opening of Bids

- 13.1 The Procuring Entity will open all bids in the presence of bidders’ representatives who wish to attend, at the time, on the date, and at the address specified in the *Bid Data Sheet*. The bidders’ representatives who are present shall sign a register evidencing their attendance.
- 13.2 The bidders’ names, bid prices, including alternatives (if permitted), information on the presence or absence of required bid security, information on the presence (absence) of tax debts and debts of social insurance payments will be announced at the opening. No bid shall be rejected at the opening, exclusive of late bids and unidentified Bids to be returned to the Bidder unopened.
- 13.3 Bids and modifications sent pursuant to ITB Clause 12.2 that are not opened and read out during the bid opening shall not be accepted for further evaluation, regardless of circumstances.

14. Evaluation of Bids

- 14.1 During the evaluation of bids, the Procuring Entity may, at its discretion, request the Bidder to provide clarification of their bid. The request for clarification and the response thereto shall be made in writing, and in that case no change in price or substance of the bid shall be sought, offered, or permitted.

- 14.2 The Procuring Entity shall determine the responsiveness of each bid to requirements of the bidding documents. For the purposes of this Clause a substantially responsive bid is one which satisfies all the indicated provisions without a material deviation or reservation.
- 14.3 The Procuring Entity may regard a tender as responsive if it contains any minor deviations, that do not materially alter or depart from the characteristics, terms and conditions and other requirements of the bid solicitation documents, or if it contains errors or oversights that are capable of being corrected without touching the substance of the tender. To the extent feasible and appropriate, for the purposes of comparing bids, acceptable deviations shall be quantified in monetary terms, and reflected in adjustments to the bid price (for the purposes only of comparison of bids).
- 14.4 Arithmetical errors shall be rectified in the following manner. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder disagrees with such correction of errors, their bid shall be rejected.
- 14.5 The Procuring Entity shall evaluate and compare only the bids that are determined to be responsive to the Bid Solicitation Document.

15. Confidentiality and Contacting the Procuring Entity

- 15.1 No Bidder shall contact the Procuring Entity on any matter related to their bid from the date of bid opening until the date of contract award, except for requests related to clarification of the bid. Information concerning the evaluation of bids is confidential.
- 15.2 Any effort by the Bidder to influence the Procuring Entity's decision on bid evaluation and comparison, or contract award may result in the rejection of that Bidder's bid and subjected to debarment in accordance with Regulation 3(1)(b) of the Procurement (suspension and debarment) Regulations 2019.

E. Award of Contract

16. Award Criteria

- 16.1 Subject to ITB Clause 18, the Procuring Entity will award the Contract to the Bidder whose bid is determined to be substantially responsive to the requirements of the bid solicitation document, and who offered **the Lowest Evaluated Bid**, provided that the Bidder has been determined:
- (a) to be eligible pursuant to Clause 2;
 - (b) to comply with qualification requirements, in accordance with Clause 2, and any technical requirements and evaluation criteria disclosed in the bid solicitation documents.

17. Procuring Entity's Right to Vary Quantities at Time of Entering into a Contract

- 17.1 The Procuring Entity reserves the right, when entering into a contract, to increase or decrease the quantity of goods and related services specified in the Schedule of Requirements, by the percentage indicated in the *Bid Data Sheet*, no change in the unit price or other conditions shall be made (an increase of quantity **not exceeding 10 percent variation**)

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

18.1 The Procuring Entity reserves the right to accept or reject any bid or all bids, and to cancel the bidding process at any time prior to award of contract, without thereby incurring any liability to Bidders and without being required to inform the Bidder or Bidders of reasons of such actions.

19. Notification of Award

19.1. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period.

19.2. The notice of acceptance shall be given to the successful bidder within fourteen (14) days of the award of contract.

19.3. At the same time that the Procuring Entity notifies the successful Bidder in accordance with sub-clause (1), the Procuring Entity will notify all other Bidders of the name of successful Bidder, and their bid price.

20. Signing of Contract and Performance Security

20.1 The Procuring Entity will send the successful Bidder the Form of Contract contained in the bid solicitation document. The successful Bidder shall sign and date the Contract and return it to the Procuring Entity within seven (7) days of receipt of notice of award.

20.2 Together with the signed Contract, the Bidder shall, if required to do so by the *Bid Data Sheet*, furnish the Procuring Entity with a Performance Security in the amount and form specified in the *Bid Data Sheet*.

20.3 If the successful Bidder fails to furnish the performance security, if required to do so, or within 7 (seven) days fails to return the Contract signed by them, then it shall be a sufficient ground to refuse the award of Contract, and to forfeit the bid security. In that case the Procuring Entity shall award the Contract to the next lowest evaluated Bidder, subject to the right of the Procuring Entity to reject all bids.

21. Settlement of Disputes

21.1 To settle the disputes which may arise during the execution of Contract, the parties shall follow the procedure referred to in the *Bid Data Sheet*.

22. Corrupt and Fraudulent Practices

22.1 The Procuring Entity requires that Bidders observe the highest standards of ethics during the bidding process and execution of such contracts. In pursuance of this policy, the Procuring Entity:

(a) will reject the bid if it establishes that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question.

(b) refer the matter to the Public Procurement Commission (PPC) in accordance with the provisions of Procurement (Suspension and Debarment) Regulations 2019.

23. Compliances

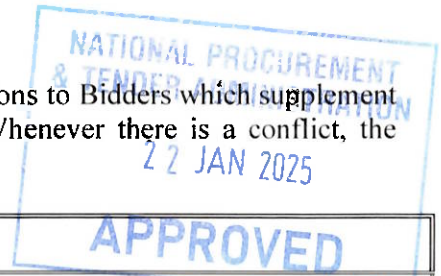
- 23.1 Bidder must submit valid certificates of compliances from Guyana Revenue Authority (GRA), National Insurance Scheme (NIS), and VAT registration (*where applicable*).

24. Defects Liability:

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

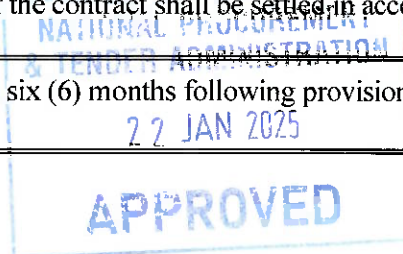
BID DATA SHEET (BDS)

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



Item No.	
ITB 1.1	Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, Tel:592-226-0394 , gea@gea.gov.gy . The subject of the procurement is: <i>Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland.</i>
ITB 2.1	To qualify for award of the Contract, the bidders shall meet the qualification requirements set out in the evaluation criteria (pages 40-41)
ITB 4.1	Language of Bid shall be English Language All submission must be in English
ITB 5.1	The Bidder shall submit the following additional documents in its bid: <ol style="list-style-type: none"> 1. Evidence of Financial Capability in the amount of 30% of the bid price in the form of a bank statement as of December 2024 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. 2. Submission of a valid business registration or certificate of incorporation, inclusive of list of directors, that is clearly legible. Where a bidder is part of an unincorporated joint venture, a legible copy of joint venture agreement is required. Copy of joint venture agreement must state the joint venture partner to which invoice will be paid and contract to be signed. Where bidder is a joint venture company, a legible copy of certificate of incorporation is to be submitted. Each party must submit valid compliance as per items 2 and 3 of the Evaluation Criteria. 3. Written confirmation of authorizing signatory must be provided. For the incorporated company this must be in the form of a Power of Attorney endorsed by a Commissioner of Oaths or Justice of Peace. For a registered business that has appointed an employee to sign the bid, a letter of authorizing signatory must be provided. 4. Valid certificates of compliance from GRA and NIS and VAT registration (only applicable to Bidders resident in the country of the Procuring Entity). 5. Completed litigation form on page 42 of the bidding documents. 6. A letter stating any or no termination or abandonment of projects. The letter must be dated within one month of the bid opening date. 7. Provide documentary evidence that the goods are ISO certified and Tropic resistant; 8. Provide documentary evidence that the PV modules comply with IEC 61215, IEC 62804 and UL 1703 listed for Crystalline Silicon PV Modules (or equivalent) standards, and that the inverters are UL 1741 listed; 9. Provide documentary evidence to demonstrate that the Goods offered meet all the technical specifications of the bidding document. Technical literature must include data sheets and specific technical information on each of the items of equipment and components proposed for the photovoltaic system; 10. A detailed schematic design layout for the solar PV systems (schematic should be NEC 2023 Compliant), including explanatory notes for sizing of equipment and components that comprise the system, and energy production calculations using a PV modelling software;

	<p>11. Certificates of product quality (modules and inverters) issued by a recognized laboratory accredited by the International Laboratory Accreditation Cooperation (ILAC) and which must be valid up to the date of commissioning of the system;</p> <p>12. Documentary evidence that batteries comply with IEC 61427:1999 and the manufacturing process conformed to environmental management standard ISO 14001.</p> <p>13. An implementation schedule indicating important milestones such as equipment delivery to site, installation, testing and commissioning. Frequent (at least monthly) progress reports and work plan are to be provided to the Procuring Entity as required by the procuring entity during project execution.</p> <p>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.</p> <p>The detailed evaluation criteria can be found on Pages 40-41 of the bidding documents</p>
ITB 6.1	<p>The price quoted by bidders shall be on the basis of DDP for goods delivered from abroad, and for goods delivered from Guyana. Incoterms Delivered Duty Paid (DDP) are applicable.</p> <p>Bidders shall quote for the <i>Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland for the Guyana Energy Agency</i> on a "<u>single responsibility</u>" basis such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect to the <i>Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland for the Guyana Energy Agency</i>. Items against which no price is entered by the Bidder for the <i>Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland</i> will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.</p>
ITB 7.1	Currency of Bid shall be in Guyana Dollars.
ITB 8.1	A bid security of two percent (2%) of the tendered sum is required in the form of a Bank guarantee or a bond from an Insurance company licensed by the Bank of Guyana.
ITB 9.1	The period of validity of bid is ninety (90) days
ITB 11.1	Deadline and place for submission of bids: 9:00 hours on the 20 th day of February, 2025 at <i>The National Procurement & Tender Administration Board, Ministry of Finance, Main & Urquhart Streets, Georgetown, Guyana</i>
ITB 13.1	Time and place for opening of bid: 9:00 hours on 20 th day February, 2025 at <i>The National Procurement & Tender Administration Board, Ministry of Finance, Main & Urquhart Streets, Georgetown, Guyana.</i>
ITB 17.1	Increase or decrease in the quantity of goods and services not exceeding 10%
ITB 20.2	The amount of the performance security is 10% of the contract price. Performance Security must be in the form of a Bank Guarantee or a bond from an Insurance company licensed by the Bank of Guyana. This shall be valid for the duration of the contract period.
ITB 21.1	Disputes that may arise in the performance of the contract shall be settled in accordance with the applicable Laws of Guyana.
ITB 24.1	The duration of the defect's liability period is six (6) months following provisional acceptance.



GENERAL CONDITIONS OF CONTRACT (GCC)

The General Conditions are the Standard General Conditions of Contract. No alteration shall be made on the pages of these Conditions. The Procuring Entity, when amending or supplementing the General Conditions of Contract should do so only in the Special Conditions of Contract. Any amendment or addenda of the General Conditions of Contract shall conform to the legislation of Guyana.

1. Definitions and application

1.1 This Contract lists below the terms that have the following interpretation:

- (a) **“Contract”** means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Form of Contract signed by the parties, including all attachments and appendices thereto and all the documents referenced therein.
- (b) **“Contract Price”** means the price payable to the Supplier under the Contract for complete and proper performance of his contractual obligations.
- (c) **“Goods”** means the item (s) referred to in the Schedule of Requirements contained in the Bid Solicitation Document.
- (d) **“GCC”** means the General Conditions of Contract contained in this Section.
- (e) **“SCC”** means the Special Conditions of Contract.
- (f) **“Procuring Entity”** – means the Procuring entity carrying out the procurement of Goods, specified in the SCC.
- (g) **“Supplier”** means an individual or legal entity, or a combination of any abovementioned forms which operate under the existing agreement as a joint venture and supply the Goods and Services under the Contract.
- (h) **“Day”** means calendar day.

1.2 The General Conditions of Contract shall apply in the procurement of goods; the specific amendment, addition and alteration shall be indicated in the Special Conditions of Contract.

1.3 Warranty requirements are as specified in the Special Conditions of Contract.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The contract shall be read as a whole.

3. Performance Security

3.1 If required by the SCC, within seven (7) days of receipt of notification of award, the successful Bidder shall furnish the Procuring Entity with the performance security the amount and form of which are indicated in the SCC.

4. Packing

- 4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to final destination specified in the Contract, and as may be required by the Special Conditions of Contract.

5. Delivery, Transportation, Mobilization Advance

- 5.1 The Supplier must deliver the Goods within the periods and to the Destination point indicated in the Schedule of Requirements and shall provide the documentation indicated in the SCC. Subject to the SCC, transportation of the Goods to the place specified by the Procuring Entity shall be carried out and paid by the Supplier and related costs shall be included in the Contract Price.

6. Payment

- 6.1 The payment to the Supplier for the Goods delivered shall be made in accordance with the Contract in the form and within the periods specified in the SCC.
- 6.2 If the Procuring Entity does not pay the Supplier the sum due within the periods specified in the Contract, in that case the Procuring Entity shall pay the Supplier [interest at the rate specified or determined pursuant to the Special Conditions of Contract].

7. Prices

- 7.1 Prices established by the Supplier in the Contract for goods delivered shall not vary from the prices quoted by the Supplier in his bid.

8. Assignment

- 8.1 The Supplier shall not assign, in whole or in part, his obligations under the Contract to a third party for the execution without the Procuring Entity's prior written consent.

9. Delays in the Supplier's Performance and Liquidated Damages

- 9.1 Delivery of the Goods shall be carried out by the Supplier, in accordance with the schedule indicated by the Procuring Entity in the *Schedule of Requirements*.
- 9.2 Except as provided under GCC Clause 13, any delay in the Supplier's performance of their delivery obligations shall render the Supplier liable for payment of liquidated damages in the amount specified in the SCC, unless an extension of time is agreed upon by the parties without application of liquidated damages. Once the maximum deduction specified in the SCC is reached, the Procuring Entity may consider termination of the Contract, in accordance with Clause 10 of the General Conditions of Contract.

10. Termination

- 10.1 The Procuring Entity, without detriment to any other sanctions of infringement of the provisions of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver a portion or all of the Goods within the periods provided for in the Contract, or within an extension period of that Contract, or to perform any of his obligations under the Contract.

- (b) if bankruptcy procedures are applied to the Supplier, or it is declared insolvent.
- (c) if the Supplier, in the Procuring Entity's opinion, has engaged in corrupt, fraudulent, collusive or coercive practices when entering into or executing the Contract.
- (d) If the Procuring Entity deems that continued implementation of the contract would no longer be expedient from the standpoint of the public interest.

10.2 The notice of termination shall specify the reason of termination, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

10.3 Notwithstanding clauses 9 and 10.1(d), the Supplier shall not forfeit their performance security, and shall not be liable for payment of liquidated damages, or termination for default, if delay in executing the Contract or failure to perform obligations under the Contract is the result of an event of force majeure. When force majeure arises, the Supplier shall promptly notify the Procuring Entity in writing of such circumstance and its causes.

10.4 When the contract is terminated in accordance with clause 10.1(d), the Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

11. Settlement of Disputes

11.1 If any dispute or disagreement arises between the Procuring Entity and the Supplier for the Contract or in connection with it, the parties shall make every effort to resolve the dispute or disagreement amicably by mutual consultation.

11.2 If during twenty one (21) days, the parties failed to resolve their dispute or disagreement by mutual consultation; either the Procuring Entity or the Supplier may send the other party the notice of intent to commence arbitration, if an arbitration is incorporated in the Contract in the Special Conditions of Contract or otherwise agreed by the parties, or in the Court of General Jurisdiction if no arbitration is envisaged, and no arbitration or litigation in respect of that matter may be commenced unless such notice is given.

Any dispute or disagreement in respect of which the notice of intent is sent to commence trial shall be heard by the [Court of General Jurisdiction].

11.3 Notwithstanding any reference to dispute settlement herein, the parties shall continue to perform their obligations under the Contract, unless they agree otherwise.

12. Applicable Law

12.1 The Contract shall be interpreted in accordance with the Laws of Guyana.

13. Formal Communication between the Procuring Entity and the Supplier

13.1 Any notice given by one party to the other pursuant to the Contract shall be in force if it is done in writing and sent at the address of other party in the SCC.

13.2 A notice shall be effective when delivered or on the specified date, whichever is later.

14. Taxes and Duties

14.1 The Supplier shall be fully responsible for all taxes, duties, license taxes, etc., levied in accordance with the legislation of Guyana, and subject to the application of INCOTERMS in accordance with the SCC.

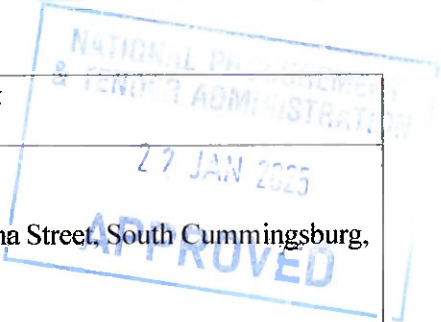
15. Retention

15.1 No retention shall be applied on consumables, but warranties, guarantees and expiry dates to apply.

15.2 Retention on fixed assets shall be determined by the Procuring Entity on a case-by-case basis.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.



GCC Clause No.	Special Conditions of Contract
<p>1.1</p>	<p>Definitions</p> <p>The Procuring Entity is the Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, Tel:226-0394, Fax:226-5227, gea@gea.gov.gy.</p> <p>The Supplier is _____ <i>(indicate full name, legal address, phone, fax and e-mail of Supplier)</i></p> <p>The Subject of procurement is <i>Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland - 2025.</i></p> <p>Warranty</p> <p>The supplier warrants all Goods supplied under the contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract. The supplier further warrants that all Goods supplied under this contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>24 months complete system warranty is applicable from provisional acceptance date. A final completion certificate shall be issued upon satisfactory commissioning of the systems.</p>
<p>3.1</p>	<p>Performance Security</p> <p>The amount and form of Performance Security is: 10% of the contract price in the form of a Bank Guarantee or a bond from an Insurance company licensed by the Bank of Guyana. The bond shall be valid for the entirety of the contract period.</p>
<p>4.1</p>	<p>Packing:</p> <p>The Supplier shall provide such packing of the Goods as is required to prevent damage or deterioration during transit to final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit.</p>
<p>5.1</p>	<p>Delivery, Transportation</p> <p>The following documentation is to be provided by the Supplier to the Procuring Entity:</p> <ul style="list-style-type: none"> (1) Copies of Supplier's invoice(s) indicating a description, quantity, unit price of the Goods and sum total. (2) Shipping order, railway receipt or truck receipt. (3) Warranty certificate of Manufacturer or Supplier; (4) Inspection certificate issued by the authorized inspection service, and the supplier's factory inspection report (if any); (5) Certificate of origin; (6) Certificate of conformity (7) Certificate of Quality

6.1	<p>Payment schedule: <i>Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland - 2025 as per Price Schedule below:</i></p> <p>(a) Ten percent (10%) of the contract price within 14 days of signing the contract and the submission of the performance bond.</p> <p>(b) Thirty percent (30%) of the contract price upon physical verification by the Procuring Entity that major components such as PV modules mount structure, PV modules, inverters and batteries have been received by the supplier and have complied with the technical specifications.</p> <p>(c) Fifty percent (50%) of the contract price upon installation and acceptance of the system by the Procuring Entity.</p> <p>(d) Ten percent (10%) of the contract price upon expiry of the defects liability period barring the correction of defects.</p>
9.2	<p>Liquidated Damages Applicable rate: 0.05% per week for untimely execution of order. Maximum deduction: 10% of the delayed works/delivery</p>
11.2	<p>Settlement of Disputes Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.</p>
14.1	<p>Taxes and Duties The version edition of INCOTERMS shall be: Delivered Duty Paid (DDP)</p>
16.1	<p>Defects Liability The duration of the defect's liability period is 6 months following provisional acceptance. During this period, the contractor will be responsible for rectifying any defects free of cost to the Procuring Entity.</p>



DELIVERY SCHEDULE/ SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as days specifies hereafter the date of delivery to destination point. In column "the delivery schedule", the Procuring Entity shall indicate the date from which schedule starts. It should be either the date of award, or the date of signing of Contract, or the date of opening of letter of credit, or the date of confirming the letter of credit (subject to circumstances). The Form of Bid shall specify only reference to that schedule.

Item No.	Brief Description of Goods	Quantity	Place of Delivery	Procuring Entity's Completion Schedule (---days as of signing of the contract)	Bidder's Offered Completion Schedule	
					Earliest Delivery	Latest Delivery
	Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland - 2025	To be determined by bidder				
1	Design Drawing		Guyana Energy Agency, 295 Quamina St. South Cummingsburg, Georgetown, Guyana	30		
2	PV Module		As specified in the table below: <i>Location of Solar PV Systems at three (3) buildings in the Hinterland - 2025</i>	180		
3	Array Mounting Structure					
4	Inverter					
5	Grid Interactive Inverter					
6	Charge Controller					
7	Multimode Inverter					
8	All-In-One Inverter/Charger/Charge-Controller					
9	Lithium Battery Energy Storage System					

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

10	Battery Monitoring System					
11	Cabling and Miscellaneous					
12	Grounding and Lightning Protection Systems					
13	Fire Extinguisher					
14	Housing Infrastructure for the Battery Energy Storage System and Inverter					
15	Installation and commissioning materials for PV system (including all materials/components required for electrical interconnection to the building)					
16	As-Built Drawing		Guyana Energy Agency, 295 Quamina St. South Cummingsburg, Georgetown, Guyana	180		

Duly authorized to sign for and on behalf of

_____ (name of Bidder)

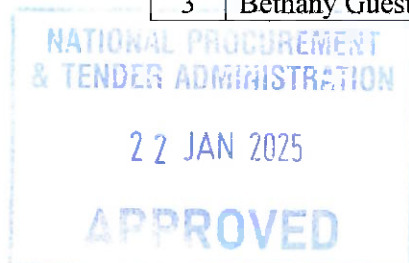
_____ (Full name)

_____ (Title)

_____ (Signature and seal)

Location of Solar PV Systems at three (3) buildings in the Hinterland

No.	Government Building	Location	GPS Coordinates
1	Mora Guesthouse	Mora, Santa Rosa Village, Region 1	6.976490, -58.579672
2	Mashabo Guesthouse	Mashabo, Itiribisi Lake, Region 2	7.045283, -58.554134
3	Bethany Guesthouse	Bethany, Supenaam Creek, Region 2	6.976490, -58.579672



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 **Solar Photovoltaic Systems at three (3) Buildings in the Hinterland - 2025.**

The minimum capacities required for the Solar Photovoltaic Systems are as follows:

No.	Building Name	PV Array (kWp)	Lithium BESS (kWh)
1	Mora Guesthouse	9.9	28.8
2	Mashabo Guesthouse	9.9	28.8
3	Bethany Guesthouse	9.9	28.8
	Total	29.7	86.4

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
- 3) Inverter
- 4) Grid Interactive Inverter
- 5) Charge Controller
- 6) Multimode Inverter
- 7) All-In-One Inverter/Charger/Charge-Controller
- 8) Battery Energy Storage System
- 9) Battery Monitoring System
- 10) Energy Management System (if any)
- 11) Schematic Diagram in accordance with NEC 2023 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
Maximum relative humidity	: 100%
Wind Velocity	: 18 mph
Isokeraunic level	: 70
Average Number of days with Rain p.a.	: 120
Average Annual rainfall, cm	: 150

It is recommended that Bidders conduct site visits to carry out their own assessment of how the system will be installed. As practical as possible all systems shall be installed to avoid shading and any obstruction that would decrease the efficiency of the system.

3. Existing Power Supply Conditions & Configurations

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

For sites that have an existing electrical supply infrastructure, the solar PV system must be interconnected to this system and configured so as to charge the BESS in the event that the solar PV array cannot maintain a full charge or the building load demand causes the BESS to be depleted. In the event that the existing electrical supply infrastructure fails, the solar PV system must automatically switch to a standalone mode of operation and continue to supply the building's electrical loads.

For sites that have an existing electrical system, the solar PV system must be interconnected to this system to supply the building's electrical loads.

The placement and orientation of the solar PV array and housing infrastructure for the battery energy storage system and inverter must be decided on by the solar PV system installer in collaboration with GEA's engineer.

4. Specification of Required Hardware

4.1 General Remark

The whole system must 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, where applicable, for ensuring that the PV system can be commissioned.

4.2 Photovoltaic Module

- PV modules should be in accordance with international standards (IEC 61215, IEC 61730, IEC 61701, IEC 62804, UL1703, UL 61730-1, UL 61730-2) and the National Electrical Code 2023
- 550 watts or greater rated solar modules totaling a minimum of **29.7kWp**
- 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

4.3 Mounting Structure for PV Modules

- The PV modules mounting structure must accommodate the PV modules supplied.

- The mounting structure is rooftop mounted.
- 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 where possible.
- The mounting structure must be able to absorb and transfer the mechanical loads to the roof of the building without impeding on the structural integrity of the building.
- The mounting structure should be attached to the existing roof in such a way to prevent water leaks and prevent the possibility of leaks developing in the future. Leaks observed during the defects liability period must be resolved by and at the cost of the bidder.
- The mechanism used to attach the array mounting structure to the roof must be designed for and compatible with the roof type at the site. The attachment mechanism must be attached to the roof by the method specified by the OEM of the attachment mechanism.

4.4 Inverter

- The minimum size of each Inverter shall be 5 kWac
- Master/Slave or String type
- **AC 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)
- Capability of connecting monitoring devices
- Ground fault monitoring
- Include Surge Protection Devices (SPDs)
- Safety measures (EN 61000, EN 60950 and others)
- Interface to the main panel including manual disconnection device
- Automatically disconnect load from connected battery bank at a preset SOC/DOD to prevent damage of batteries
- AC voltage rating must be compatible with the electrical system of the building
- 5 Years warranty

4.5 Grid Interactive Inverter

- The minimum size of each Inverter shall be 5 kWac and totaling a minimum of 80% of the solar array name plate capacity of the system
- 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
- Include Surge Protection Devices (SPDs)
- Safety measures (EN 61000, EN 60950 and others)
- Interface to the main grid (switchboard including manual disconnection device)
- AC voltage rating must be compatible with the grid / electrical system of the building
- 5 Years warranty

4.6 Multimode Inverter

- Capacity totaling a minimum of 100% of grid interactive inverters or Charge Controllers capacity of the solar PV system
- 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
- 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
- Include Surge Protection Devices (SPDs)
- Interface to the main grid (switchboard including manual disconnection device)
- Automatically disconnect load from connected battery bank at a preset SOC/DOD to prevent damage of batteries
- AC voltage rating must be compatible with the grid / electrical system of the building
- 5 Year Standard Warranty

4.7 Charge Controller

- Charge controller totaling a minimum of 80% of the array name plate capacity of the solar PV system
- 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
- Certification: UL1741, CSA 107.1, EN 50178/IEC 62477-1
- 5 years warranty

4.8 All-In-One Inverter/Charger/Charge-Controller 48VDC/120/240VAC

- Maximum efficiency of 96%
- Output power (continuous) at 25°C: 5000 Wac (minimum unit capacity)
- 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
- Excellent overload characteristics with active temperature management
- Five (5) year Standard Warranty
- Certification UL 1741, IEEE 1547
- Modular, stackable design
- AC connections: Single / Split phase
- AC Input/Output voltage: 120 / 240 Vac
- Input AC voltage range line to neutral: 95 - 135 Vac single phase, 170 - 270 Vac
- Nominal Frequency 60 Hz
- Frequency Range ≥ 58.4 to ≤ 61.7
- Pure Sine Wave
- Automatically transfers between inverter power and incoming AC power source
- Compatible battery types Flooded, Gel, AGM, Lithium, Custom
- Input DC voltage range: 40 - 68 Vdc
- Communication with BMS: RS485; CAN
- Charge control: 2 or 3 stage
- Charge temperature compensation
- Indications of status of operation (e.g. LED)
- Zero load power (W): maximum 27
- Transfer relay rating: 30 A minimum
- Optimal operating temperature range: 10°C to 60°C
- Ingress protection rating: IP65 minimum
- Battery voltage too high/low protection
- Over voltage and under voltage protection
- Surge Protection: DC Type II/ AC Type II
- Over-temperature protection
- Overload protection
- Short circuit protection
- PV power (kWp): 125% of inverter rating
- Number of MPPT: 2 minimum
- PV String Input Reverse Polarity Protection
- Operating PV voltage range: 100-500Vdc
- MPP voltage range: 125-425Vdc

- PV input current per MPPT: 13Adc minimum
- Remote control and monitoring system; including but not limited to providing operation, production and consumption data. Connection to the internet via wired LAN or Wi-Fi.

4.9 Lithium Battery Energy Storage System

- Nominal voltage: 48V
- Minimum battery capacity: 100 Amp-Hours
- Batteries should be deep cycle type and rechargeable
- Lithium Technology
- Capable of 100% depth of discharge
- Design for renewable energy applications specifically for hybrid application
- 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
- Operating Efficiency: 90% minimum
- Operation temperature: 10°C to 50°C
- Communication: CAN/RS485
- Five (5) years' warranty on batteries
- 5,000 and above cycles at 50% depth of discharge
- **Must** comply to **UL9540** standard
- Manufacturing process must have conformed to environmental management standard ISO 14001
- **Total capacity of 86.4kWh (min); configurable in three (3) banks of 28.8kWh (min)**
- Battery energy storage system (battery-bank) must be complete with a battery management system (BMS), rack/cabinet and floor mount/support

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 building. A battery management/monitoring system must be included.

4.10 Battery Monitoring System

The battery monitoring system shall be capable of (but not limited) the following:

- State of Charge (SOC) monitoring of the battery bank based on measured kWh in the battery bank (not based on battery voltage)
- Monitoring charging and discharge rates
- Monitoring (power, voltages, current, etc.)
- Battery Temperature
- These features can be integrated in the inverter
- 2 Years Warranty

4.11 Housing Infrastructure for the Battery Energy Storage System and Inverter

The successful bidder is required to construct a suitable concrete building/facility where all components, such as the battery energy storage system (BESS), charge controllers, inverters, monitoring system, and switchgears will be installed. The structure must be able to maintain the required indoor temperature and conditions to allow for safe and maximum performance of the

components installed, it shall be capable of protecting the components from unwanted conditions to maximize the lifespan of the system. The building must be constructed of concrete with corrugated zinc sheet roofing and ceiling. All wooden sections of the building must be made with wood treated against moisture and termites.

The floor level of the housing structure must be at least 6 inches above the floor level of the guest house and located not less than 6 feet from the external wall of the guest house. The structure must be sited at a location that is not prone to flooding.

The design and proposed location for the structure must be submitted to the procuring entity for approval before construction commences. The design must comply with the space requirements (in the installation manual) for the equipment to be housed.

4.12 Schematic Diagram

A detailed system schematic design layout of all components and how they interconnect with each other **MUST** be provided in accordance with NEC 2023 Article 690. Drawings provided **MUST** be electrical schematic drawings and show all components and their respective rating (e.g., wires and circuit breaker sizes). An as-built electrical schematics of the systems must be submitted to the Procuring Entity for review and approval before commissioning the solar PV system. The as-built electrical schematic must include the following:

- Solar array layout
- Size of the solar modules in watts and quantity per string.
- The direction/azimuth (deg) and the tilt (deg) of the modules in each string.
- Layout of DC combiner box showing electrical connections and ratings of fuses, breakers and/or disconnects.
- Model number and basic electrical specifications of major electrical components like inverters, charge controllers, battery banks, transformers, circuit breakers, disconnects, monitoring device, etc. must be included in the electrical schematics.
- The point of interconnection/s of the solar PV system to the existing electrical infrastructure must be clearly indicated on the drawing.
- The main electrical disconnect of the existing electrical infrastructure must be shown in the electrical schematic. Basic information of the main disconnect must be included e.g. current rating and number of poles.
- The size of the electrical conductors must be shown on the electrical schematic.
- Grounding circuit of major electrical components and grounding electrode/s.
- The size and position of current transformers used by the solar PV monitoring system (if installed) must be included in the electrical schematic.
- The point/s where voltage and current readings are measured by the monitoring system (if installed) must also be shown in the electrical schematics. Basic specifications of the CTs must be included in the drawing.
- The point of connection of the data cable or wireless signal for the monitoring system (if installed) at the facility data network with internet access must be indicated in the electrical schematic.
- The contractor is responsible for all interconnections, including the grid (where applicable) and building electrical system interconnection. 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 before the system is commissioned.

4.13 Electrical Cables

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 modules 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.
- Appropriate size AC Interconnecting cables.

4.14 Protections

The solar PV system should be provided with lightning, & over voltage protection. The main aim in this protection shall be to reduce the overvoltage to a tolerable value before it reaches the PV or other subsystem components. The source of over voltage can be lightning, atmosphere disturbances etc. The protection against induced high-voltages shall be provided by the use of MOV type surge arrestors and suitable earthing such that induced transients find an alternate route to earth. In addition, the lightning arrestor/SPD should also be adequately earthed for the system.

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)

5. Specification of Required Services

5.1 Systems Design

Bidders are required to visit the selected sites and determine the best possible locations for the complete system, voltage and phase requirements for inverters and to become acquainted with the site for the installation of the systems. ***A detailed schematic diagram 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, etc. The successful bidder shall be required to construct/provide all necessary infrastructure to accommodate the inverters, controllers, energy storage system, switch gears etc. All infrastructure constructed must be structurally sound, secure and provide protection and adequate ventilation/cooling for the equipment installed.

Detailed design drawings of the solar PV and BESS system will be required from the contractor for review and approval by the procuring entity before commencement of construction. As-Built drawings in both hard and soft copies will be required by the procuring entity before the system is commissioned.

5.2 System Operation

- a) The system must be configured in an AC or DC coupled configuration or a combination of the two. The solar PV system shall be the primary source of energy for the building.
- b) Electricity generated from the PV arrays shall be used for real-time consumption, and recharging of the battery energy storage system (BESS).
- c) 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 (at nights). It should be capable of providing rapid response when the intermittent source cannot meet the energy requirement of the consumers.
- d) The PV system must be capable of automatically disconnecting the load at a predefined critical SOC of the BESS. The system must also be capable of automatically recharging the BESS from the solar array to a predefined SOC before the load is automatically reconnected. These predefined SOC values must be selectable or adjustable by the operator.

5.3 Solar Photovoltaic System Installation

- a) All installations are to be conducted in accordance with **NEC 2023 Article 690** which covers solar PV systems installation, protection (AC, DC and lightning) and grounding, Chapter 3 of the NEC 2017 which covers wiring method and materials, and **Article 705** for interconnection to the grid. **All labels/ markings are to be provided by the contractor in accordance with the NEC 2023 Article 690 requirements.**
- b) The contractor is required to install a grounding system that when tested has ground resistance value of 25 ohms or less. The minimum size copper grounding rod to be use is 5/8inch x 8 feet for the solar PV installation. Bidder should take note of areas with high ground resistance and make provisions for special grounding methods to meet requirements.
- c) **GEI requires that the contractor applies and pays for an independent inspection certificate for all completed installations.** This inspection certificate is required by the GEA before a final completion certificate could be issued.
- d) The contractor is responsible for interconnecting the solar PV system to the electrical supply system at the building (if applicable). All materials required for this task must be provided by the contractor.
- e) For all inverter/ multimode inverter installation where the system cannot meet the entire load of the facility, a critical loads panel must be installed next to the facility's existing load centre with the capacity/rating of the total power output of the solar PV system. The loads of the inverter/s must be connected to this panel.
- f) Damages to internal and external walls e.g. any holes, cuts or any actions/activities resulting in the defacing of any 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.

- g) All the modules in a string must have the same azimuth and tilt. If strings are connected in parallel, the strings must contain the same number of modules and have the same azimuth and tilt to reduce losses due to module mismatch.
- h) If multiple strings are connected to the same MPPT input of a charge controller or inverter, each string must be identical (number and type of modules, and orientation) to reduce losses due to module mismatch.

5.4 Safety

The work shall be carried out with every reasonable precaution and provisions being taken for the safety of those concerned in the preparation, excavation, erection, stringing and all other operations as well as for persons in the vicinity.

5.5 Inspection and Testing

Inspection and testing shall conform to the Quality Assurance requirements of this Specification. The Contractor shall inspect the Works prior to testing to ensure compliance with the specified requirements and the drawings.

The inspection of the Works shall be attended and witnessed by the procuring entity or representative.

5.6 Drawing and Records

The Contractor will develop the drawings, both layouts and detail guides, required by the Procuring Entity for the construction of the Works. The Procuring Entity will review and approve the drawings in before construction commences.

5.7 Compliance with Regulations

All the equipment and accessories shall comply in every respect with the Regulations and Acts in force in Guyana.

The equipment and connections shall be designed and arranged to minimise the risk of fire and any damage that might be caused in the event of fire.

To ensure that the Works are in accordance with the Specification, with the regulations and with relevant authorised international standards, the Contractor shall have in place suitable Quality Assurance Programmes and Procedures to ensure that all activities are being controlled as necessary.

The quality assurance arrangements shall conform preferably to the relevant requirements of ISO 9001 or ISO 9002 as appropriate.

5.8 Progress Reporting

The Contractor shall submit progress reports on a monthly basis by the end of the first week of the month for the previous month's progress.

5.9 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.

5.10 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.

5.11 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 bidder and the procuring entity.

5.12 After Sales Service

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

5.13 Commissioning

Commissioning refers to inspection and testing 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 2023 Articles 690 and 705.

SUPPLIER'S BID

TO: _____
(Name and address of Procuring Entity)

Dear Sir / Madam,

Having examined the bidding documents including Annexes and Addenda No _____ [specify numbers], the receipt of which is hereby acknowledged, we offer to execute the **Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland - 2025** in accordance with the Contract conditions attached herein for the total amount of _____

The Value Added Tax (VAT) for our bid is _____
(amount in words and figures)

The Price of our bid, including VAT is _____
.....(insert the total bid price in words and figures, in Guyana dollars as per details given in the price schedule attached)

Alternative bids (at the Employer's request):

Also we offer to execute the works pursuant to alternative bids for the amount of _____ GYD

- (a) We, including all subcontractors, regarding any part of the Contract, in accordance with the bidding documents, have no conflict of interests pursuant to subclause 2 (i) of the Instructions to Bidders;
- (b) We, including all subcontractors, regarding any part of the Contract, in accordance with the bidding documents, have not been declared by the authorized State body on procurement to be ineligible, or are not ineligible, in accordance with the legislation of Guyana.

We undertake, if our Bid is accepted, to supply the Goods, in accordance with a delivery schedule given in the Schedule of Requirements.

If our Bid is accepted, we undertake to furnish the Performance security in the form of _____ to the amount of _____, comprising _____% of the Contract Price in order to execute the Contract properly and within the time period(s) specified in the Bidding Documents.

We hereby confirm that this bid shall be valid during _____ days starting from the date established for bid opening, and it shall be binding until the expiry of the indicated period.

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

Dated the _____ day of _____ 202__.

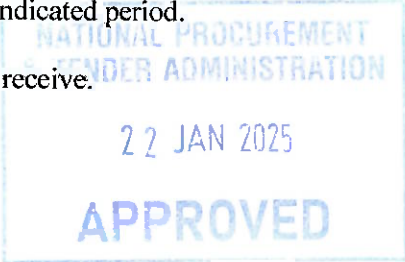
Duly authorized to sign the Bid for and on behalf of

(name of Supplier)

(Full name)

(Title)

(Signature and seal)



PRICE SCHEDULE

Item No.	Brief Description of Goods	Quantity	Unit Price (GYD)	Delivery Cost plus taxes	Installation Cost plus taxes	Total Cost (GYD)
	Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland	To be determined by bidder				
1	Design Drawing					
2	PV Module					
3	Array Mounting Structure					
4	Inverter					
5	Grid Interactive Inverter					
6	Charge Controller					
7	Multimode Inverter					
8	All-In-One Inverter/Charger/Charge-Controller					
9	Lithium Battery Energy Storage System					
10	Battery Monitoring System					
11	Cabling and Miscellaneous					
12	Grounding and Lightning Protection Systems					
13	Fire Extinguisher					
14	Housing Infrastructure for the Battery Energy Storage System and Inverter					
15	Installation and commissioning materials for PV system (including					

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

	all materials/components required for electrical interconnection to the building)					
16	As-Built Drawing					
	Total (GYD)					

Please note that the Procuring Entity will not be responsible for customs clearance of the goods.

Duly authorized to sign for and on behalf of

_____ *(name of Bidder)*

_____ *(Full name)*

_____ *(Title)*

_____ *(Signature and seal)*

SUPPLY CONTRACT FOR GOODS

THIS CONTRACT made the _____ day of _____ 202_ between *Guyana Energy Agency* (hereinafter referred to as "the Procuring Entity"), on the one hand, and _____ *[name of Supplier]* from _____ *[city and country of Supplier]* (hereinafter referred to as "the Supplier"), on the other hand have come to an Agreement on the following:

The Procuring Entity has announced bid for procurement of goods and services, namely ***Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland - 2025*** and has accepted the Supplier's bid for the supply of indicated goods and services to the sum of _____ *[Contract Price in words and figures]* (hereinafter referred to as "the Contract Price").

THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract, the terms and expressions have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall form the Contract and shall be deemed its integral part, viz.:
 - (a) Procuring Entity's Notification of Award;
 - (b) Bid and Price Schedule submitted by Bidder;
 - (c) Schedule of Requirements;
 - (d) Technical Specifications;
 - (e) General Conditions of Contract;
 - (f) Special Conditions of Contract;
 - (g) Other documents included in the Contract documents;
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services, and remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby agrees to pay the Supplier in consideration of the delivery of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS of the aforesaid, the parties hereto have caused this Contract to be executed in accordance with the legislation of Guyana the day and year first above written in the beginning of the document.

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

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

BID SECURITY
(Bank Guarantee or Insurance Bond)

Whereas _____ [name of Bidder] (hereinafter referred as "the Bidder") is ready to submit his bid dated _____ [date of bid submission] for the **Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland - 2025** (hereinafter referred as "the Bid"),

KNOW ALL PEOPLE, that WE _____ [name of Bank / Surety] from _____ [name of country], having our registered office at the address _____ [address of Bank / Surety], (hereinafter referred as "the Bank"), are bound to _____ [name of Procuring Entity] to the sum of _____, by which payment to the indicated Procuring Entity shall be made in whole and in a timely manner; the Bank is bound on behalf of its name, its successors and authorized persons. This is to confirm that the license issued to the Bank shall provide for activity on issuance of the guarantee, and the person(s) signing that guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors, or of General Stockholders Meeting is required, it is already received and there is no other approval required.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder:
 - (a) Withdraws their Bid during the period of bid validity specified by the Bidder on the Form of Bid; or
2. If the Bidder having received notice from the Procuring Entity that their bid is accepted within the period of bid's validity:
 - (a) fails or rejects to sign the Contract at the request of; or
 - (b) fails or rejects to furnish the performance security in accordance with the Instructions to Bidders;

We undertake to pay the Procuring Entity the above sum upon receipt of their first written request, without needing the Procuring Entity to show grounds or reasons of that request, provided that the sum requested by the Procuring Entity is due to him because of the occurrence of one or two or both conditions, specifying the condition or conditions occurred.

This guarantee shall remain in force during _____ days inclusive following the expiry of the bid validity period, and any request in respect thereof should reach the Bank not later than the abovementioned date.

(Full name of Bank / Surety representative)

(Title)

(Signature and seal)

Dated on ____ day of _____ 202__.

Address of the Bank / Surety issuing guarantee:

Manufacturer's Authorization

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date of Bid Submission (day/ month/ year):
IFB No.: [insert number of bidding process]
Alternative No.: [insert identification No if this is a Bid for an alternative]

To: _____ [insert complete name of Purchaser]

WHEREAS

We _____ [insert complete name of Manufacturer], who are official manufacturers of _____ [insert type of goods manufactured], having factories at _____ [insert full address of Manufacturer's factories], do hereby authorize _____ [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____ [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 1.3 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: _____ [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: _____ [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: _____ [insert title]

Duly authorized to sign this Authorization on behalf of: _____ [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

**PERFORMANCE SECURITY
(Bank Guarantee or Insurance Bond)**

TO: _____
[Name of Procuring Entity]

WHEREAS _____ *[name of the Supplier]* (hereinafter called "the Supplier") has undertaken, in accordance with the Contract No. _____ *[Contract number]* dated _____ 2025 to ***Design, Supply, Installation and Commissioning of Solar Photovoltaic Systems at three (3) buildings in the Hinterland - 2025*** (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee or Performance Bond from an Insurance company licensed by the Bank of Guyana, to the sum specified therein as a security for compliance with the Supplier's obligations under the Contract,

AND WHEREAS we have agreed to furnish the Supplier with a security,

THEREFORE WE hereby confirm that we are the Guarantors and are responsible to you on behalf of the Supplier, up to a total of _____ *(amount of security in words and figures)* and, we undertake to pay you, on your first request notifying of the Contractor's default with the Contract, and without cavil or argument, any sum or sums within the above limits, as aforesaid, without your needing to show grounds or reasons of your request or the sum specified therein.

Any modification or addition, or amendment in the terms of Contract which may be made by the Procuring Entity and the Supplier by Additional Agreement shall in no way release us from obligations under the Guarantee, and we waive any notice of modification, addition, or amendment. This guarantee shall be valid until full completion of the Contract Conditions by the Supplier. Also, we confirm that the license issued to the Bank shall provide for activity on issuance of a bank guarantee, and the person signing the guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors or of General Stockholders Meeting is required, it is already received, and there is no other approval required

This guarantee shall be valid till the _____ day of _____ 202_.

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

Dated on _____ day of _____ 2025.

Address of the Bank issuing guarantee:

Letter of Acceptance
(Letterhead paper of Procuring Entity)

_____ (date)

To: _____
(Name of Supplier)

(address of Supplier)

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

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

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

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

Name of Agency _____

Full name and Title _____

Signature of Authorized Representative _____

Annex: The Contract

Affidavit of Authorization

TO: _____ [name of Procuring Entity]

WHEREAS _____ [name of Supplier], who
is the Supplier _____ [name and/or description of goods].

do hereby authorize _____ [name and address of
Supplier's Representative] to submit the Bid, and sign the Contract based on Invitation for Bids for the
abovementioned goods to be supplied by us, and

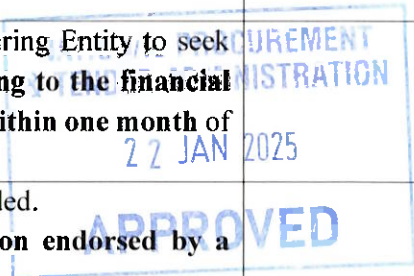
[Full name, title, signature for and on behalf of Supplier]

Dated on « _____ » day of _____ 202 _____. (seal)
(date)

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

EVALUATION AND QUALIFICATION CRITERIA

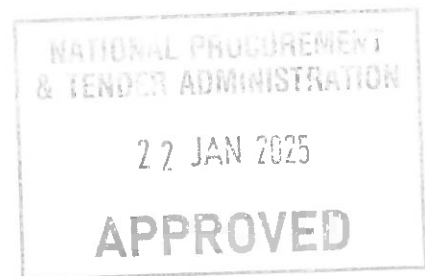
NO.	DESCRIPTION	PASS/FAIL
1.	Submission of a valid business registration or certificate of incorporation that is clearly legible . Incorporated companies must submit a list of directors.	
2.	Submission of a valid NIS compliance certificate in the name of the business as per business registration. Document must be clearly legible.	
3.	Submission of a valid GRA compliance certificate in the name of the business as per business registration. Document must be clearly legible.	
4.	Completed and signed supplier's bid form (page 31).	
5.	Completed and signed price schedule must be submitted. (page 32-33)	
6.	Completed and signed delivery schedule (page 18-19) 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 18-19) 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 \$8,000,000 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 or Line of credit from a bank or Insurance company licensed by the Bank of Guyana. The line of credit must state a figure. The document must be dated within one month of the bid opening date and be clearly legible . When a photocopy is presented, it must be certified a 'true copy of original' by the issuing company	
11.	Bidder must provide a letter of Authorization for the Procuring Entity to seek reference from the bidder's Bank/financial institution relating to the financial capacity evidence supplied. The document must be dated within one month of the bid opening date and be clearly legible.	
12.	Written confirmation of authorizing signatory must be provided. This must be in the form of an Affidavit of Authorization endorsed by a Commissioner of Oaths or Justice of Peace.	
13.	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.	



	<p>OR</p> <p>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 financial analysis would include: Current ratio: >1 for each year of the last 3 years; Net worth: +ve and minimum of 20% of bid value; Average annual turnover: GYD 4million.</p>	
14.	<p>The Bidder shall provide accurate information on the related bidding form as provided on page 42 about any litigation or arbitration resulting from contracts completed or on-going under its execution over the last five years.</p> <p><u>Pending Litigation:</u> All pending litigation shall in total not represent more 50% of the Bidder's net worth and shall be treated as resolved against the bidder. If bidder has pending litigation representing more than the stated percentage, the bid will not be considered.</p> <p><u>Litigation History:</u> Non-performance of a contract did not occur as result of supplier's default since 1st January, 2024. If bidder has a history of nonperforming contract the bid will not be considered.</p>	
15.	<p>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.</p>	
16.	<p>Provision of valid manufacturer's authorization or authorized distributor letter</p>	
17.	<p>Provision of a signed statement of warranty and/or guarantee for applicable items. At least three (3) years warranty on complete system is required</p>	
18.	<p>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.</p>	

Award of contract

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



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

Litigation History

Litigation History Format		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 st January 2024, in accordance with Evaluation Criteria # 14		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	<ul style="list-style-type: none"> Contract Identification: [indicate complete Contract name, number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Purchaser" or "Supplier"] Status of dispute: [indicate if it is being treated by under Arbitration or being dealt with by the Judiciary] 	[insert amount]

