



**GUYANA POWER AND LIGHT INC**

**PROCUREMENT OF WORKS**

**IFB #GPL-PD-021-2022**

**Operation and Maintenance Services  
For Generating Facilities**

**July 2022**

**Closing Date: Tuesday, August 16, 2022 @ 14:00 hrs.**  
**Bid Opening: Tuesday, August 16, 2022 @ 14:30 hrs.**

# **Invitation for Bids (IFB)**

## **Co-operative Republic of Guyana**

**IFB# GPL-PD-021-2022**

The Guyana Power and Light Incorporated (GPL) invite bids from eligible bidders for the **Operation and Maintenance Services for Power Generating Facilities at Anna Regina, Bartica and Canefield.**

A bid Security of 2 % of the tendered sum must be submitted along with the bid.

Bids shall be valid for 90 days after the date of bid opening.

**Bids must be submitted via email to our electronic tender box:** [gpltenderbox@gplinc.com](mailto:gpltenderbox@gplinc.com)

- Bids must be submitted with a valid **National Insurance (NIS) & Guyana Revenue Authority Compliance Certificate**
- Bidders can bid for one lot, multiple lots or all lots.
- The procuring entity reserves the right to issue one, multiple or all lots to one bidder or multiple bidders.

Deadline for submission of bids is 14:00 hrs. (2:00 p.m.) on, **August 16, 2022.**

Bid opening is scheduled for 14:30 hrs (2:30 pm) on, **August 16, 2022** at GPL's Board Room 91 Duke Street, Kingston, Georgetown, Guyana via Zoom Call in the presence of Bidders/ Representatives who may choose to attend.

**IMPORTANT:** Bidders downloading the bid document must forward a registration E-mail to [kgeorge@gplinc.com](mailto:kgeorge@gplinc.com) or [proc\\_mng\\_sect@gplinc.com](mailto:proc_mng_sect@gplinc.com) stating the following: Name of Bidder, Address, Contact No and Email address.

All queries must be submitted only to [tenderqueries@gplinc.com](mailto:tenderqueries@gplinc.com) referencing name and bid document number.

The above information will be used to inform bidders of any amendments to the bidding document and also to forward all responses to queries.

GPL reserves the right to reject any or all bids.

## CONTENTS

Instructions to bidders (ITB)	.....4
Bid data sheet (BDS)	.....11
General conditions of contract (GCC)	.....13
Special conditions of contract (SCC)	.....18
Schedule of Requirements	.....19
Facility Description	.....20
Technical specifications	.....21
Qualification information	.....28
Sample forms	.....31
1. Form of Bid	
2. Form of Contract	
3. Form of Bid Security	
4. Form of Performance Security	
5. Form of Bank Guarantee for Advance Payment	
6. Letter of Acceptance	
7. Power of attorney for signing the bid	
Evaluation Criteria	.....38

## **INSTRUCTIONS TO BIDDERS (ITB)**

### **A. Introduction**

#### **1. Description of the Procurement**

The Procuring Entity is Guyana Power and Light Inc. that 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. They should fulfill their tax and national insurance fund liabilities in Guyana and should not currently be subjected to a debarment penalty and must comply with the specific eligibility and qualification requirements referred to in the *Bid Data Sheet*. Bidders shall provide the information and any supporting documentation required by the Qualification Information Form.
- 2.2 The bidders should not have a conflict of interests, 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, affiliate, 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 where 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 (including by fax or electronic mail) to any request for clarification of the bidding documents to be received (in writing, including by fax or electronic mail) not later than 10 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 bidding documents by issuing an Addendum and notifying it to the prospective 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.

### **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 UK Pounds, US Dollars and Euros for Foreign Suppliers and Guyana Dollars for Domestic Suppliers, unless otherwise specified in the *Bid Data sheet*.

### **8. Bid Security / Bid Securing Declaration**

- 8.1 Unless otherwise provided in the *Bid Data Sheet*, the Bidder shall furnish, as part of his bid, a Bid Security, in the form, currency and amount specified in the *Bid Data Sheet* with a validity period for not less than 2 weeks upon the expiry of the bid validity period and in line with the form provided, or, if so indicated in the BDS, a Bid Securing Declaration in accordance with the form provided. **A Bid Securing Declaration is not required.**
- 8.2 The bid security may be forfeited, or the Bid Securing Declaration executed, if the Bidder:
- (a) withdraws his/her 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 his 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 **Bids must only be submitted via email to our electronic tender box: [gpltenderbox@gplinc.com](mailto:gpltenderbox@gplinc.com)**

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 Reserved

10.4 Reserved

## **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 his bid after the bid's submission, provided that the Procuring Entity will receive a written notice of modification, including substitution or withdrawal of bid until the expiry of established period for submission of bids.

12.2 Reserved

## **E. 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 alternatives permitted), information on the presence or absence of required bid security, or bid securing declaration, information on the presence (absence) of tax debts and debts of social insurance payments will be announced at the opening. No bid may be rejected at the opening, exclusive of late 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 his discretion, request the Bidder

to provide clarification of his 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 waive any minor nonconformity or small mistake or inaccuracy in the bid, which is not a material deviation from the requirements of the bidding documents, and such non-conformity or inaccuracy will not affect the bid evaluation. 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 sum in words shall be preferable. If the Bidder disagrees with such correction of errors, his/her bid shall be rejected.

14.5 The Procuring Entity shall evaluate and compare only the bids that are determined to be responsive to the bidding documents.

14.6 The methodology to adjust the price to reflect the price of the missing or non-conforming item or component is the average price of the item of all responsive bids.

## **15. Confidentiality and Contacting the Procuring Entity**

15.1 No Bidder shall contact the Procuring Entity on any matter related to his/her 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.

## **F. 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 bidding documents, 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 technical evaluation criteria disclosed in the bidding 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 20 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 quotation validity period.
- 19.2. The notice of acceptance shall be equal to entering into a Contract, provided that the Bidder furnishes the performance security and the signed 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 his bid price.
- 19.4 The evaluation report and comparison of bids will not be sent to bidders.

**20. Signing of Contract and performance security**

- 20.1 At the same time with notification of award, the Procuring Entity will send the successful Bidder the Form of Contract contained in the bidding documents. The successful Bidder shall sign and date the Contract, and return it to the Procuring Entity during 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 during 14 (fourteen) days fails to return the Contract signed by him, then it shall be a sufficient ground to refuse the award of Contract, and to forfeit the bid security, or execute the bid-securing declaration. 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 the 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 procurement 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) will declare the Supplier, for indefinite or specified period of time, to be ineligible to participate in state-financed biddings, in accordance with applicable debarment procedures.

## **23. Compliances**

- 23.1 Bidder registered in Guyana must submit valid certificates of compliances from Guyana Revenue Authority (GRA), National Insurance Scheme (NIS), and (VAT registration is required only if item being supplied is Vatable).

## **24. Defects Liability:**

- 24.1 The “Defects Liability Period” for the goods and related services is twelve (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 replacing any defective item free of cost to the Procuring Entity.

## **25. Inspection and Testing**

- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all testing and/or inspections of the Goods and Related Services as are specified in the Technical Specification. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser.

The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 25.2 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract.

- 25.3 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.4 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice.
- 26.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report, shall release the Supplier from any warranties or other obligations under the Contract.

## Bid Data Sheet (BDS)

Below given the specific data on procurement of the works shall complement, supplement or amend the provisions of the Instructions to Bidders (ITB). Whenever there is a conflict between the provisions herein and the Instructions to Bidders, the former shall prevail.

Item №	A. General
ITB 1.1	<p>The Employer is: <b>Guyana Power &amp; Light Incorporated</b></p> <p>Identification Number <b>GPL-PD-021-2022</b></p> <p>The works are: <b>Operation and Maintenance Services for Power Generating Facilities at Anna Regina, Bartica and Canefield.</b></p> <p>The source of financing is: <b>The Guyana Power &amp; Light Incorporated</b></p>
ITB 1.2	<p>The Name of the Project is: Procurement of Works for <b>Operation and Maintenance Services For Power Generating Facilities at Anna Regina, Bartica and Canefield.</b> The Intended Completion Date is <b>18 months after Award of Contract.</b></p> <p>The Defects liability period is <b>three (6) months after completion of the contract.</b></p>
ITB 3.3	Reserved
	B. Bidding Documents
ITB 7.1	<p>For <b><u>clarification purposes</u></b> only, the Employer's address is:</p> <p>Attention: Abdul Yusuf Address : 257-259 Middle Street, Cummingsburg, Georgetown, Guyana Telephone : 632-0848 Email : ayusuf@gplinc.com</p>
ITB 8.2	<ul style="list-style-type: none"> <li><b>Pre bid meetings and site inspections can be arranged for perspective bidders.</b></li> </ul>
	C – Preparation of Bid
ITB 10.1	The language of Bid is <b>English Language</b>
ITB 13	The Bid Currency shall be in <b>US Dollars</b>
ITB 14.1	The period of Bid validity is <b>90 days.</b>

ITB 15.1	The amount and form of Bid Security is – <b>2% of the Bid Price.</b>
<b>ITB 16.2</b>	Alternative bids will not be accepted for evaluation.
	<b>D – Submission of Bids</b>
<b>ITB 18.3</b>	Certificates of compliances from <b>NIS, GRA and Vat Registration</b>
<b>ITB 19.1</b>	<b>Deadline for Submission of Bids: on or before 14:00hrs on August 16, 2022.</b>
	<b>E – Opening and Evaluation of Bids</b>
<b>ITB 22</b>	Bid opening is scheduled for 14:30 hrs (2:30 pm) on, <b>August 16, 2022</b> at GPL's Board Room 91 Duke Street, Kingston, Georgetown, Guyana via Zoom Call in the presence of Bidders/ Representatives who may choose to attend.
<b>ITB 27</b>	<b>Sub clause 25.1, 27.1 and 27.2 applies.</b> See Page 14-16 - <b>Evaluation Criteria</b>
	<b>F – Award of Contract</b>
<b>ITB 32.1</b>	The amount of Performance Security shall be <b>10% of Bid Price</b> , and in the form of a <b>Bank Guarantee, Manager's Cheque or Insurance. (Not Applicable)</b>

## **General conditions of contract (GCC)**

### **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 Service Provider to execute the Services.

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

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

"Services" means that the Contractor should construct, install, and hand over to the Procuring Entity under the Contract the execution of quantity of the Services, or completion of the Services, as defined in the SCC.

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

- (a) Contract,
- (b) Letter of Acceptance,
- (c) Service Provider's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Description of Services,
- (g) Priced Schedule,
- (h) 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 services (hereinafter referred to as the “total cost”) is as specified in the Contract Form.

## **3. Payments**

Payments to the Service Provider for the services will be released by the

Procuring Entity in accordance with the schedule specified in the Special Conditions of Contract, and upon submission of an invoice. 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.

## **4. Quality Control**

4.1 The Procuring Entity shall inspect the performance of Services and notify the Service Provider of any discovered Defects, and such inspection shall not influence the Service Provider’s obligations. Upon receipt of each Notice of Defect, the Service Provider should remedy the Defect within the time period specified in the Purchaser’s notice.

4.2 If the Service Provider does not remedy the Defect within the period specified in the Purchaser’s notice, the Purchaser will assess the cost of having the Defect corrected, and the Service Provider will pay that amount.

## **5. Commencement and completion time**

The services should be completed in the period of time (months/weeks/days) from the date of the Agreement, or other commencement date, 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. Force majeure**

6.1 The Service Provider shall not forfeit its Performance Security and shall not be responsible for payment of liquidated damages or termination of Contract for default, if delays in the execution of Contract occurred due to the event of force majeure.

6.2 For purposes of this clause, “force majeure” means the event that is beyond the control of the Service Provider, not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include but not be limited to such actions as wars or revolutions, natural disasters, epidemics, quarantine and embargo restrictions.

If force majeure arises, the Service Provider shall immediately notify the Purchaser in writing of such event and its causes. Unless otherwise directed by the Purchaser in writing, the Service Provider shall continue to perform its obligations under the Contract as far as it may be reasonable, and shall seek alternative ways of execution of the Contract, beyond control of the event of force majeure. Any period during which the Party, according to this Contract, should complete any action or assignment, shall be extended to period that is equivalent to the period during which that Party failed to fulfill such action because of event of force majeure.

**7. Liquidated damages for delay**

Any willful delay on the part of the Service Provider in completing the services 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 exceeds 10% of the contract amount.

**8. Duties and responsibilities of Procuring Entity**

The Procuring Entity shall pay the contract price as stipulated in the contract.

**9. Duties and responsibilities of the Service Provider**

- 9.1 The Service Provider shall provide the Services in accordance with the Technical specifications and the Activity Schedule, and shall properly, effectively and efficiently perform its obligations in accordance with its bid and shall observe a good management practice and use the relevant advanced technologies and safety methods.
- 9.2 The Service Provider, its Subcontractors and the Personnel of any of them shall have not the right, within a validity period or within two (2) years after expiration of this Contract, to disclose any proprietary or confidential information related to the Services provided, this Contract or the Purchaser's business or operations without the prior written consent of the Purchaser.
- 9.3 The Service Provider ( ) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their own cost (or at the Sub-Contractors', as the case may be), but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained, and that the current premiums have been paid.
- 9.4 The Service Provider shall obtain the Purchaser's prior approval in writing before taking any of the actions listed in the SCC.

## **10. Modification**

Modification of conditions of this Contract, including any change in quantity of Services is allowed only upon having a written agreement between the Parties but not more than 10% of the total Contract Price.

## **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 surety acceptable to the Procuring Entity, in accordance with the SCC. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

## **12. Termination**

12.1 The Procuring Entity may, by written notice, terminate the Contract if the Service Provider causes a fundamental breach of the Contract.

12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Service Provider has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (b) the Service Provider fails to correct a defect within a reasonable period of time determined by the Procuring Entity;
- (c) the Service Provider does not maintain a security which is required;

12.3 Notwithstanding the above, the Procuring Entity may, written notice, terminate the Contract for convenience.

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

12.5 The Service Provider may terminate this Contract, having submitted a written notice of termination to the Procuring Entity not less than thirty (30) days following the occurrence of any if the events specified in paragraphs (a) and (b) of the Clause:



- (a) the Procuring Entity does not pay the sum due to the Service Provider under the Contract conditions, during thirty (30) days upon receipt of the Service Provider's notice stating that such payment is delayed; or
- (b) as a result of force majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **13. Payment upon Termination**

- 13.1 If the Contract is terminated because of a fundamental breach of Contract by the Service Provider, the Service Provider is entitled to be paid for the value of the services done less advance payments received, less other recoveries 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 Service Provider is entitled to payment for the value of the conforming services performed, the reasonable cost of removal of Equipment, repatriation of the Service Provider's personnel employed solely on the services, and less advance payments received, less other recoveries 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 services 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.

In the event of 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 Name	
<b>GCC 1.1</b>	<p>The Procuring Entity is Guyana Power and Light Inc. of 40 Main Street Georgetown, Guyana South America, Tele #592 226-9598, Fax#592 227-2180 Email: <a href="mailto:gpersaud@gplinc.com">gpersaud@gplinc.com</a></p> <p>The Service Provider is: <i>NA</i></p> <p>The Services consist of <b><i>Operation and Maintenance Services for Power Generating Facilities at Anna Regina, Bartica and Canefield.</i></b></p>
<b>GCC 3.1</b>	Payments will only be effected on Final Invoices and will be settled within ten (10) days after receipt and acceptance of these invoices by the procuring entity.
<b>GCC 5</b>	[The commencement date is [... <i>specify date if other than the date of the agreement</i> ] The completion date is [ ... insert date]
<b>GCC 7</b>	<p><b>Liquidated Damages</b></p> <p>Any delay on the part of the company in completing the assignment/service within the stipulated period will render him liable to pay liquidated damages as follows:</p> <ul style="list-style-type: none"> <li>(a) Lot 1: USD 2500 per week not exceeding USD30,000</li> <li>(b) Lot 2: USD 2500 per week not exceeding USD30,000</li> <li>(c) Lot 3: USD 1000 per week not exceeding USD12,000</li> <li>(d) A maximum of 10 % of contract price</li> <li>(e) Thereafter, the procuring Entity has the right to cancel the contract and demand all form of damages</li> </ul>
<b>GCC 11</b>	A Performance Security will be required fourteen (14) days after receipt of letter of acceptance in the amount and form of a Bank Guarantee or Managers Cheque not exceed ten (10) percent of the Contract price. ( <i>Not Applicable</i> )
<b>GCC 14.2</b>	<p><b>Settlement of Disputes</b></p> <p><b>The Courts of Georgetown Guyana, shall have exclusive jurisdiction in all the matters arising in the contract including execution of Arbitration Awards</b></p> <p>Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.</p>

## Schedule of Requirements

<b>Lots</b>	<b>Fuel Type</b>	<b>Locations</b>	<b>Generator UnitS</b>	<b>O&amp;M Cost</b>
1	HFO & LFO	Anna Regina	MAN & Caterpillar	
2	HFO	Canefield	Hyundai	
3	LFO	Bartica	Caterpillar, Cummins	

Kindly complete the above bid requirement in the excel file spreadsheet template provided and submit 2 copies via email tender box as follows:

- (a) A PDF format
- (b) An excel file format

The other bid submissions required are listed below in line with our evaluation criteria.

Facility/Engine Description

Name of Generation Facility	CANEFIELD	ANNA REGINA								BARTICA			
Name of Generator Unit	HYUNDAI	MAN			CATERPILLAR					CUMMINS			CATERPILLAR
Unit No.	4	1	2	3	20	21	22	23	24	1	2	3	#4
Rated Capacity (kW)	5,500	1,800	1,800	1,800	1,600	1,600	1,600	1,600	1,600	1,100	1,100	1,100	1,600
Available Capacity (kW)	5,500	1,500	1,500	1,500	1,400	1,400	1,400	1,400	1,400	1,100	1,100	1,100	1,400
Minimum Loading Capacity (kW)	4,125	1,125	1,125	1,125	1,050	1,050	1,050	1,050	1,050	825	825	825	1,050
Total Running Hours - ending Feb 2022	12,563	16,770	23,179	18,292	7,377	7,180	2,965	3,177	3,077	3,077	14,785	14,618	1,671
Total Hours since last major overhaul	1,500	5,396	5,136	nil	7,377	7,180	2,965	3,177	3,077	11,507	14,785	14,618	1,671
Fuel Type	HFO/LFO	HFO/LFO	HFO/LFO	HFO/LFO	LFO					LFO			
Fuel Storage Capacity - LFO (I.G)	40,000	2,000								20,000			
Fuel Storage Capacity - HFO (I.G)	167,000	#1 Storage Tank (42,935)/#2 Storage Tank (43,111)								Nil			
Annual Availability (%)	95	92%	92%	92%	95%	96%	92%	93%	95%	94%	98%	97%	98%
Last Date of 1000 hr Maintenance	3rd February 2022				92	93	11th February	12th February	13th February	Nil	11 <sup>th</sup> February 2022	28 <sup>th</sup> February 2022	Nil
Last Date of 2000 hr Maintenance		7th January, 2022	28th December, 2021	Out Of Operation									
Last Date of 4000 hr Maintenance													
Last Date of 8000 hr Maintenance													
Last Date of 12000 hr Maintenance													
Lube Oil Type	Argenia s4 40	Argenia s4 40	Argenia s4 42	Argenia s4 40	CAT 15w-40					Valvoline Super Blue 15W40	Valvoline Super Blue 15W40	Valvoline Super Blue 15W40	CAT 15w-40
Lube Oil Consumption Rate (g/kWh)	0.53	0.08	0.08	0.08	0.02	0.02	0.01	0.01	0.01	0.03	0.03	0.03	0.02

## SPECIFICATION OF ENGINE & ACCESSORIES

Test Date : 2018.03.06

Project	Engine Type	Engine Number	Eng. MCR	Gen. MCR	Owner	Class	Evaluated. By	Operated. By
CANEFIELD	12H32/40V	KBF005316	5700kW	5501kW	ESD	OQ	K.T.Kim	D.H.Kim

**I:IMSEN**

DESCRIPTION		NO. 1 D/G	
Engine	Eng.No.	KBF005316	
	Type	12H32/40V	
	Power × rpm	5700 kW × 720 rpm	
	Firing Order	1 - 4 - 2 - 6 - 5 - 3	
Generator	Model	HSR7 1209-10P	
	Output & Volt	6875 kVA 13800V	
	Current & Hz	288 A 60 Hz	
	Pole & PF	10 PHA 0.8PF	
	Ser.No.	20172048RBH01401	
Turbocharger	Type	ST6	
	Max. rpm & Temp.	32900 rpm 650 °C	
	Maker	KBB	
	Ser.No.	A-bank : 00581/17	B-bank : 00582/17
Governor	Type	723	
	Maker	WOODWARD	
	Ser.No.	18007343	
Air Cooler	Maker	Kelvion Heat Exchangers	
	Ser.No.	200204977-10-001-(E4503)	200204977-20-001-(E4503)
Lub.Oil Cooler	Maker	LHE	
	Ser.No.	MP1716617-KBF5316-01-01	

### USED OIL AT SHOP TEST

Description		Fuel Oil	Lub.Oil
Kind of Oil		BUNKER - A	GULFSEA POWER MDO 4012
Specific Gravity (15/4 °C)		0.9071	0.8893
Flash Point ( °C)		88	262
Viscosity	50 °C/cSt	6.581	-
	100 °C/cSt	-	14.57
Carbon Residue (wt%)		1.4	-
Ash (wt%)		0.012	-
Water & Sediment (vol%)		0.05	-
Sulfur (wt%)		0.26	-
Net Cal.Value (kcal/kg)		10022	-

# MAN Diesel & Turbo

Description Page 1 (1)	Main Particulars	500.00 Edition 24
---------------------------	------------------	----------------------

L21/31, L21/31S

## Main Particulars

Cycle	:	4-stroke
Configuration	:	In-line
Cyl. nos available	:	5 - 6 - 7 - 8 - 9
Power range	:	1100 - 1980 kW
Speed	:	900 / 1000 rpm
Bore	:	210 mm
Stroke	:	310 mm
Stroke/bore ratio	:	1.48 : 1
Piston area per cyl.	:	346 cm <sup>2</sup>
swept volume per cyl.	:	10.7 ltr
Compression ratio	:	15.5 : 1
Max. combustion pressure	:	200 bar (in combustion chamber)
Turbocharging principle	:	Constant pressure system and intercooling
Fuel quality acceptance	:	HFO (up to 700 cSt/50° C, RMK700) MDO (DMB) - MGO (DMA, DMZ) according ISO8217-2010

Power lay-out		MCR version	
Speed	rpm	900	1000
Mean piston speed	m/sec.	9.3	10.3
Mean effective pressure	bar	27.3	24.6
Power per cylinder	kW per cyl.	220	220



ESO Number: DKGZV00  
Engine Serial #: 1HZ03481

## Generator Set Specifications

<u>Engine</u>				<u>Generator</u>				<u>System</u>	
Engine Sales Model:	3516	DITASCAC		Package Serial No.				Test Date:	18-Jul-2008 20:29
Engine Size:	3516			Generator Serial No.	7TN03360			Run No.:	1
Fuel Type:	DI			Genset Arr:				Test Type:	OPERATIONS
Engine Arr.:	2370915			Genset Model:	A751			Pass/Fail:	PASSED
Dyno Test Spec:	0K5552			Frame Size:				Test Cell:	518
Rated Speed:	1800	RPM		Electrical Rating:	1885	KW		Facility:	
Cooling System:	SCAC			Rated Frequency:	60	Hz		P.L. Setting:	
Aspiration Type:	TA			Rated Voltage:	480	Volts		Test Spec:	
				Rated P.F.:	0.80				
				Tested:	Without Fan				

### Load Steps

Static Test					Transient Test					Load Reject Test				
Step No	Load	Units	PF	Step Time (Min)	Step No	Initial	Final	Units	PF	Step No	Initial	Final	Units	PF
1	1885	KW	1.00	1.00	1		785	KW	1.00					
					2		1325	KW	1.00					
					3		1765	KW	1.00					
					4		1885	KW	1.00					
					5		0	KW	1.00					

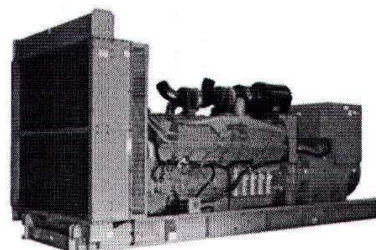


## Specification sheet



# Diesel generator set KTA50 series engine

1120 kW - 1286 kW 60 Hz  
Data Center Continuous



### Description

This Cummins® commercial generator set is a fully integrated power generation system, providing optimum performance, reliability, and versatility for stationary Standby, Prime Power, and Continuous duty applications.

### Features

**Data Center Continuous (DCC)** - Applicable for supplying power continuously to a constant or varying electrical load for unlimited hours in a data center application.

**Uptime compliant** - Meets the requirement of a Tier III and IV data center site by being rated to run for unlimited hours of operation when loaded to 'N' demand for the engine generator set.

**ISO8528-5 G3 Capable** – Refer to factory for site and configuration specific transient performance classification.

**Cummins heavy-duty engine** - Rugged 4-cycle industrial diesel delivers reliable power, low emissions and fast response to load changes.

**Permanent Magnet Generator (PMG)** - Offers enhanced motor starting and fault clearing short circuit capability.

**Alternator** - Several alternator sizes offer selectable motor starting capability with low reactance 2/3 pitch windings; low waveform distortion with non-linear loads, fault clearing short-circuits capability, and class F or H insulation.

**Control system** - Standard PowerCommand® electronic control provides total system integration including remote start/stop, precise frequency and voltage regulation, alarm and status message display, AmpSentry™ protection, output metering, auto-shutdown.

**Cooling system** - Standard integral set-mounted radiator system, designed and tested for rated ambient temperatures, simplifies facility design requirements for rejected heat.

**Enclosures** - Optional weather-protective and sound-attenuated enclosures are available.

**Warranty and service** - Backed by a comprehensive warranty and worldwide distributor network.

Model	DCC	Data sheets
	60 Hz kW (kVA)	60 Hz
C1250 D6	1120 (1400)	DS84-CPGK-DC
C1500 D6	1286 (1608)	DS85-CPGK-DC

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power.cummins.com



## Generator set specifications

Governor regulation	ISO 8528 part 1
Voltage regulation, no load to full load	± 1%
Random voltage variation	± 1%
Frequency regulation	Isochronous
Random frequency variation	± 0.25%
EMC compatibility	BS EN61000-6-4/BS EN61000-6-2

## Engine specifications

Design	4 cycle, V-block, turbocharged and after-cooled
Bore	158.8 mm (6.25 in.)
Stroke	158.8 mm (6.25 in.)
Displacement	50 L (3067 in <sup>3</sup> )
Cylinder block engine	Sixteen-cylinder vee formation, direct injection, four-cycle diesel
Battery capacity	1800 amps at ambient temperature 32 °F (0 °C)
Battery charging alternator	55 amps
Starting voltage	24 volts, negative ground
Fuel system	Direct injection
Fuel filter	Dual spin on paper element fuel filters with standard water separator
Air cleaner type	Dry replaceable element
Lube oil filter type(s)	Spin-on paper element full flow and bypass lube oil filters
Standard cooling system	104 °F (40 °C) ambient radiator

## Alternator specifications

Design	Brushless, 4 pole, drip proof revolving field
Stator	2/3 pitch
Rotor	Direct coupled by flexible disc
Insulation system	Class H
Standard temperature rise	
Exciter type	Permanent Magnet Generator (PMG)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct drive centrifugal blower fan
AC waveform Total Harmonic Distortion (THDV)	No load < 1.5%. Non distorting balanced linear load < 5%
Telephone Influence Factor (TIF)	< 50% per NEMA MG1-22.43
Telephone Harmonic Factor (THF)	No load < 1.5%. Non distorting balanced linear load < 5%

## Available voltages

### 60 Hz Line – Neutral/Line – Line

- |           |              |
|-----------|--------------|
| • 219/380 | • 2400/4160  |
| • 254/440 | • 7200/12470 |
| • 277/480 | • 7620/13200 |
| • 347/600 | • 7970/13800 |

\*Derate may be applicable at this voltage. Please consult the factory for details.

## Generator set options

### Engine

- Heavy duty air filter
- Water jacket heater 220/240 V
- Oil sampling valve
- UK engine and alternator

### Enclosure

- High-cube 40 ft container

### Alternator

- Alternator heater
- High humidity isolation
- Exciter voltage regulator (PMG)
- Hardened Bearing Cartridge

### Control panel

- 3 pole main circuit breaker
- 4 pole main circuit breaker

### Warranty

- 5 years for Standby application
- 2 years for Prime application

### Silencer

- 9 dB attenuation critical silencer
- 25 dB residential – delivered loose

### Cooling

- Antifreeze 50/50 (ethylene glycol)

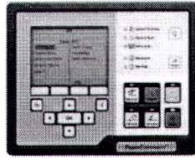
## Generator set options (continued)

### Data center options

- Automatic oil make up system
- Closed crank ventilation system
- Propylene glycol coolant
- Triplex fuel filters
- Customized testing

\*Note: Some options may not be available on all models - consult factory for availability. Data center options are available through RFQ with the Engineering to Order (ETO) group and could result in additional lead times. Please consult the Engineering to Order (ETO) group to understand feasibility.

## PowerCommand 3.3 control system



The PowerCommand 3.3 control system is an integrated microprocessor based generator set control system providing voltage regulation, engine protection, alternator protection, operator interface and isochronous governing.

**AmpSentry** – Includes integral AmpSentry protection, which provides a full range of alternator protection functions that are matched to the alternator provided.

**Power management** – Control function provides battery monitoring and testing features and smart starting control system.

**Advanced control methodology** – Three phase sensing, full wave rectified voltage regulation, with a PWM output for stable operation with all load types.

**Communications interface** – Control comes standard with PCCNet and Modbus interface.

**Regulation compliant** – Prototype tested: UL, CSA and CE compliant.

**Service** – InPower™ PC-based service tool available for detailed diagnostics, setup, data logging and fault simulation.

**Reliable design** – The control system is designed for reliable operation in harsh environment.

### Multi-language support

### Operator panel features

**Operator panel features** – The operator panel, in addition to the alternator, displays the Utility/AC Bus data.

### Operator/display functions

- 320 x 240 pixels graphic LED backlight LCD
- Auto, manual, start, stop, fault reset and lamp test/panel lamp switches
- Alpha-numeric display with pushbuttons
- LED lamps indicating genset running, remote start, not in auto, common shutdown, common warning, manual run mode, auto mode and stop

### Paralleling control functions

- Digital frequency synchronization and voltage matching
- Isochronous kW and kVar load sharing controls
- Droop kW and kVar control
- Sync check
- Extended paralleling (peak shave/base load)

### Paralleling control functions

- Digital power transfer control (AMF) provides load transfer operation in open or closed transition or soft (ramping) transfer mode

### Alternator data

- Line-to-Neutral and Line-to-Line AC volts
- 3-phase AC current
- Frequency
- kW, kVar, power factor kVA (three phase and total)

### Engine data

- DC voltage
- Engine speed
- Lube oil pressure and temperature
- Coolant temperature
- Comprehensive FAE data (where applicable)

### Other data

- Genset model data
- Start attempts, starts, running hours, kW hours
- Load profile (operating hours at % load in 5% increments)
- Fault history
- Data logging and fault simulation (requires InPower)

### Standard control functions

#### Digital governing (optional)

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

#### Digital voltage regulation

- Integrated digital electronic voltage regulator
- 3-phase, 4-wire Line-to-Line sensing
- Configurable torque matching

#### AmpSentry AC protection

- AmpSentry protective relay
- Over current and short circuit shutdown
- Over current warning
- Single and three phase fault regulation
- Over and under voltage shutdown
- Over and under frequency shutdown
- Overload warning with alarm contact
- Reverse power and reverse Var shutdown
- Field overload

#### Engine protection

- Battery voltage monitoring, protection and testing
- Over speed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown



#### Engine protection (continued)

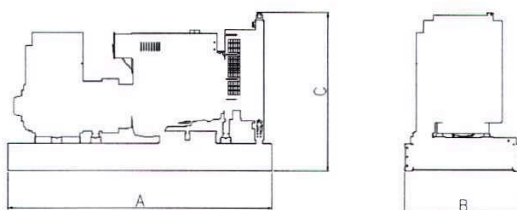
- Low coolant level warning or shutdown
- Low coolant temperature warning
- Fail to start (over crank) shutdown
- Fail to crank shutdown
- Cranking lockout
- Sensor failure indication
- Low fuel level warning or shutdown
- Fuel-in-rupture-basin warning or shutdown
- Full authority electronic engine protection

#### Control functions

- Time delay start and cool down
- Real time clock for fault and event time stamping
- Exerciser clock and time of day start/stop
- Data logging
- Cycle cranking
- Load shed
- Configurable inputs and outputs (4)
- Remote emergency stop

#### Options

- Auxiliary output relays (2)



This outline drawing is to provide representative configuration details for model series only.



See respective model data sheet for specific model outline drawing number.

**Do not use for installation design**

Model	Dim 'A' (mm)	Dim 'B' (mm)	Dim 'C' (mm)	Set weight* dry (kg)	Set weight* wet (kg)
C1250 D6	5105	2000	2238	9190	9613
C1500 D6	5811	2033	2330	10348	10967

\* Note: Weights represent a set with standard features. See outline drawings for weights of other configurations.

#### Codes and standards

	This generator set is designed in facilities certified to ISO 9001 and manufactured in facilities certified to ISO 9001 or ISO 9002.		This generator set is available with CE certification subject to EU RoHS exclusion per EU 2011/65.
2000/14/EC	All enclosed products are designed to meet or exceed EU noise legislation 2000/14/EC step 2006.	ISO 8528	This generator set has been designed to comply with ISO 8528 regulation.

For more information contact your local Cummins distributor or visit [power.cummins.com](http://power.cummins.com)

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## Form

### QUALIFICATION INFORMATION

#### 1. For individual bidders or individual members of a partnership

##### 1.1 Constitution and legal status of Bidder (*attach copy*).

License No. and its validity period to execute the Works:  
\_\_\_\_\_ (attach copy)

Place of registration: \_\_\_\_\_  
Principal kind of business:

Power of Attorney issued to signatory of the Bid: (*attach*).

##### 1.2 Technical experience as an O&M Contractor:

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##### 1.3 Qualifications and experience of key technical personnel. (Please provide detailed CV)

##### 1.4 Presence of tax debts, of payments to Social Fund (reply and attach supporting documents).

##### 1.5 Information on current litigation (and recent – within past 2 years) in which the Bidder involved.

Other party (ies)	Cause of dispute	Disputed amounts

##### 1.6 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

##### 1.7 Equipment availability must be supported by proof of ownership and or letter of commitment to lease.

#### 2 For a partnership (syndicate)

##### 2.1 Information specified in 1.1—1.8 shall be provided for each partner of the partnership (syndicate).

##### 2.2 Information given 1.9 shall be provided by the partnership (syndicate).

##### 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing him or them to sign

the bid on behalf of the partnership (syndicate).

2.4 Attach the Agreement between the partners of the partnership (syndicate) (to be binding on all partners) which shows that:

- (a) all partners shall be jointly or severally liable for execution of the Contract in accordance with the Contract conditions;
- (b) one of the partners shall be nominated as being in charge authorized to incur liabilities, and receive instructions on behalf of any or all partners of the partnership (syndicate); and
- (c) the execution of the entire Contract, including payment shall be done exclusively by the partner in charge.

I certify the authenticity of all the above information.

_____	_____	_____
(Full Name)	(Position)	(Signature and Seal)

Dated on «\_\_\_\_\_» day of \_\_\_\_\_20\_.

## CONTRACTOR'S BID

TO: \_\_\_\_\_  
 \_\_\_\_\_  
 (Name and address of Employer)

Alternative bids (at the Employer's request):

and we declare that:

- (a) We, including all subcontractors, regarding any part of the Contract, in accordance with these bidding documents, have no conflict of interests pursuant to sub-clause 3 (i) of the Instruction to Bidders;
- (b) We, including all subcontractors, regarding any part of the Contract, in accordance with these bidding documents, have not been declared by the [National Procurement and Tender Administration] to be ineligible, or are not ineligible pursuant to laws of Guyana.

If our Bid is accepted, we shall furnish the Performance Security for the amount of \_\_\_\_\_ in order to execute the Contract properly and within the dates specified in the bidding documents.

If our bid is accepted we request advance payment in the amount of [ ... ] USD for proper performance of the contract. From our part, we undertake to furnish a bank guarantee for the advance payment in the above amount.

We hereby confirm that this bid shall be valid within \_\_\_\_\_ days of the date established from the bid opening date, and it shall remain binding on before the expiry of indicated period.

Prior to preparation and execution of a formal Contract, this Bid together with your written confirmation of its acceptance shall be equivalent to conclusion of a Contract to be binding upon both parties.

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_ (name of Contractor )

---

*(FULL NAME)*

---

*(Title)*

---

*(Signature and Seal)*

## Form

### PUBLIC PROCUREMENT CONTRACT FOR SERVICES BETWEEN THE EMPLOYER AND CONTRACTOR

#### CONTRACT

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

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

---

and the Service Provider (name and address of organization)

---

for execution of the Services (name and location of Services)

---

In view of that the Procuring Entity wishes to have the Service Provider execute [ ... *insert name of Contract*] (hereinafter called the Services) and the Procuring Entity has accepted the Service Provider's Bid for the execution and completion of the Services, 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 Service Provider in accordance with the above-stated, the Service Provider shall enter into the Contract with the Procuring Entity to execute and complete the Services, and to correct any defect therein in full accordance with conditions of the Contract.
2. The Procuring Entity shall pay the Service Provider in consideration of the execution and completion of the Services 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**

**SERVICE PROVIDER**

---

(signature and seal)

---

(signature and seal)

---

(name, last name, title)

---

(name, last name, title)

## Form

### Bid Security (Bank guarantee)

Whereas \_\_\_\_\_ *[name of Bidder]* (hereinafter called "the Bidder") is ready to submit his bid dated *[date of bid submission]* for the execution of *[description of works]* (hereinafter called "the Bid"),

KNOW ALL PEOPLE that WE \_\_\_\_\_ *[name of bank]* from \_\_\_\_\_ *[name of country]* having our registered office at the address \_\_\_\_\_ *[address of bank]*, (hereinafter called "the Bank"), are bound to \_\_\_\_\_ *[name of Employer]* (hereinafter called "the Employer") for the amount of \_\_\_\_\_ by which the payment shall be made in whole and on time to the indicated Employer; and the Bank is bound with these obligations on behalf of its name, its successors and authorized. This is to confirm that the license issued to the Bank shall provide for activity on issuance of the security, and the person (s) signing this security is entitled to act on behalf of the Bank, and if the approval of Board of Directors, or of General Stockholders Meeting is required, then 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 his Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
  - (b) rejects the adjustment of bid price pursuant to Clause 27.
2. If the Bidder, having received a notice of that his Bid is accepted by the Employer, during the validity period of that bid:
  - (a) fails or rejects to sign the Contract, at the request; or
  - (b) fails or rejects to furnish the Performance Security in accordance with the Instructions to Bidders;

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

This security shall remain valid 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 above date.

\_\_\_\_\_  
(Full name of Bank's representative) (Title) (Signature and seal)  
Dated on \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Address of the Bank issued the guarantee: \_\_\_\_\_



## Form

### Performance Security

(Bank guarantee)

TO: \_\_\_\_\_  
[Name of v]

WHEREAS \_\_\_\_\_ [name of Contractor]  
(hereinafter called "the Contractor") has undertaken in pursuance of the Contract N [Contract number] dated \_\_\_\_\_ 20 \_\_\_\_ to execute the Works [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 by a reputable bank for the sum specified therein as a security for compliance with the Contractor's obligations under the Contract;

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

THEREFORE WE hereby confirm that we are the Guarantors and are responsible to you on behalf of the Contractor 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, and 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 Employer and the Contractor 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 by the Contractor of the Contract Conditions. 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, then it is already received, and there is no other approval required.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, which shall be provided to us, or on the [insert number day of [insert month], [insert year], whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office before that date.

\_\_\_\_\_  
(Full name of Bank's representative) (Title) (Signature and seal)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Address of the Bank issued the guarantee: \_\_\_\_\_

## Form

### Bank Guarantee for Advance Payment

TO \_\_\_\_\_  
[Name Employer]  
[Name of Contract] \_\_\_\_\_

We, \_\_\_\_\_ [name of Bank] in accordance with the conditions of Contract which provide for advance payment (*name and address of the Contractor*), and whereas the Contractor has undertaken to provide you a Bank guarantee for advance payment to the Employer.

THEREFORE WE hereby affirm that we are the Guarantors, and are responsible to you on behalf of the Contractor to a total sum \_\_\_\_\_ USD (*amount of guarantee in figures and words*), and we undertake to pay you on your first request and without objection on our part, and without the preliminary address to the Contractor, any sum or sums within the above limits. We also agree that no alteration or addition in the terms of Contract which is subject to implementation, or any other contract documents which may be made by the Employer and the Contractor shall release us from obligations under the guarantee, and we hereby waive any notice of such alteration, or addition. 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, then it is already received, and there is no other approval required.

This guarantee shall be valid and remain in force from the date of advance payment received by the Contractor under the Contract, and until the date when the Employer receives a full compensation of the relevant amount of Advance Payment.

The Advance Payment referred to above must be received by the Contractor in its account number \_\_\_\_\_ [insert account number] at \_\_\_\_\_ [insert name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the \_\_\_\_\_ [insert date], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

\_\_\_\_\_  
(Full name of Bank's representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature and seal)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Address of the Bank issued the guarantee: \_\_\_\_\_

## Form

### Letter of Acceptance

(letterhead paper of Employer)

\_\_\_\_\_ (date)

To: \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

This is to notify you that your bid dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, for the execution of  
\_\_\_\_\_ (description of works) to the total sum of

\_\_\_\_\_  
(Amount in Figures and Words)

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

At the same time, we are sending you the Form of Contract and requesting you, in accordance with Clause 32.2 of the Instruction to Bidders, during 7 (seven) days to sign and date the Form of Contract, and return it at our address. Along with the signed Contract, we request you to furnish us, pursuant to ITB Clause 33, with the Performance Security.

You hereby instructed to start the Works pursuant to the Contract conditions.

Name of organization \_\_\_\_\_

Full name and Title \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Annex: the Contract

**Form**  
**Power of attorney**

TO: *[name of Employer]*

WHEREAS \_\_\_\_\_ *[name of Contractor]*, who is the Contractor for the execution of Works *[description of works]*.

do hereby authorize \_\_\_\_\_ *[name and address of Contractor's Representative]* to submit the Bid, and subsequently negotiate with you, and sign the Contract based on the *Invitation for Bids* which we hereby extend our full guarantees for the execution of Works based the *Invitation for Bids*.

\_\_\_\_\_  
*[Full name, title, signature for and on behalf of Contractor]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. ....

(date)

(seal)

\_\_\_\_\_  
*Note:* The power of attorney must be drafted on a letterhead paper of the Contractor, and signed by a competent person authorized by the Contractor. The Bidder shall include the power of attorney in its Bid.

### **Evaluation Criteria**

Item #	Mandatory Requirements – <i>Completeness of Document</i>	Responsive
	<i>Must Conform to applicable Administrative Compliances</i>	
1	Submission of Valid Company Registration	
2	Submission Of Valid Certificate Of Compliance – GRA (only applies to suppliers whose registered business address is within Guyana)	
3	Submission of valid certificate of compliance – NIS (only applies to suppliers whose registered business address is within Guyana)	
4	Copies of financial reports for the last three years	
5	Validity Of Bid – Including Documents that are properly signed	
6	Bids Should Be valid for Ninety (90) Days	
7	Record of Past Experience for activities of a similar nature within the past 5 years.	
8	Price	

***Note: Bids which do not comply with the mandatory requirements will NOT be considered for detailed Evaluation.***

***Bid that passes the mandatory requirements will be evaluated by the lowest bid price.***

***Lack of submission of supplier's technical specification confirming to GPL's technical requirements shall be construed as non-compliance.***

### **Technical Evaluation Criteria**

Lot 1 (Anna Regina)

Bidder must demonstrate that they had experience in managing HFO fueled generating facilities of at least 5 MW within the last five years.

Lot 2 (Canefield)

Bidder must demonstrate that had experience in managing HFO fueled generating facilities of at least 5 MW within the last five years.

Lot 3 (Bartica)

Bidder must provide information showing that they have operated and maintained facilities with a power generating capacity of at least 5 MW within the last five years.

**Financial Evaluation Criteria.****LOT 1 Anna Regina**

<b>Item No.</b>	<b>Financial</b>	<b>Fee (US)</b>	<b>Units</b>	<b>Total US\$ (18 months)</b>
1	Mobilization Fee		1	
2	De-Mobilization Fee		1	
3	Fixed fee per month		18	
4	Variable fee per MWh/ month		3600	
5	Top overhaul Labour cost		5	
6	Major overhaul Labour cost fee		8	
<b>TOTAL</b>	<b>BID PRICE FOR 18 Months Contract</b>			

*Note: All prices quoted shall remain fix for the entire duration of the contract.*

**Lot 2 Canefield**

<b>Item No.</b>	<b>Financial</b>	<b>Fee (US)</b>	<b>Units</b>	<b>Total US\$ (18 months)</b>
1	Mobilization Fee		1	
2	De-Mobilization Fee		1	
3	Fixed fee per month		18	
4	Variable fee per MWh		3500	
5	Top overhaul Labour cost		1	
6	Major overhaul Labour cost fee		1	
<b>TOTAL</b>	<b>BID PRICE FOR 18 Months Contract</b>			

*Note: All prices quoted shall remain fix for the entire duration of the contract.*

**Lot 3 Bartica**

<b>Item No.</b>	<b>Financial</b>	<b>Fee (US)</b>	<b>Units</b>	<b>Total US\$ (18 months)</b>
1	Mobilization Fee		1	
2	De-Mobilization Fee		1	
3	Fixed fee per month		18	
4	Variable fee per MWh		1100	
5	Top overhaul Labour cost		4	
6	Major overhaul Labour cost fee		3	
<b>TOTAL</b>	<b>BID PRICE FOR 18 Months Contract</b>			

*Note: All prices quoted shall remain fix for the entire duration of the contract.*

The contractor shall provide proof in the following forms:

1. Bank Statement
2. Letter of Credit
3. Bank reference
4. Evidence in support of Past Experience for activities of a similar nature within the past 5 years.

## **NOTES ON EVALUATION**

- (a) The evaluation will be done per lot.*
- (b) The Contract would be awarded to the Bidder whose bid is determined to be substantially technically responsive to the Bid Document per lot or multiple lots or all lots and who has offered the lowest evaluated Bid Price.*
- (c) A penalty of immediate rejection of a bid or termination of contract will be applied upon discovery of misrepresentation of information.*
- (d) Bids for partial lot (s) will not be considered*
- (e) The Contract would be awarded to the Bidder whose bid is determined to be substantially Responsive to the Bid Document and who has offered the lowest evaluated Bid Price*

**A penalty of immediate rejection of a bid or termination of contract will be applied upon discovery of misrepresentation of information.**

## **Law of Guyana: Procurement Act 2003**

### **Section 39 – Subsection 6 (b)**

- (f) The procuring entity may grant a margin of preference not exceeding ten percent to tenders submitted by domestic contractors or for the benefit of tenders for domestically produced goods, provided that such preference is specified in the tender documents. If the lowest evaluated tender was submitted by a foreign tenderer, the evaluating committee will apply the margin of preference to the prices submitted by all foreign tenderers, for evaluation purpose. If, after applying the margin of preference, the lowest evaluated tender was submitted by a domestic tenderer, such tenderer shall be awarded the contract. Otherwise, the foreign tenderer who has submitted the lowest evaluated tender shall be awarded the contract.