

Government of Guyana
Ministry of Public Infrastructure



Lethem Power Company Inc.

TENDER DOCUMENT

For

PROCUREMENT OF WORKS

Electrical Wiring of Lethem Power Station

JUNE 2017

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INVITATION FOR BIDS (IFB)

The Cooperative Republic of Guyana
Ministry of Public Infrastructure

Lethem Power Company

Electrical Wiring of Lethem Power Station

The Lethem Power Company invites sealed bids for the:

- **Electrical Wiring of its Power Station.**
 1. Bidding will be conducted through the National Competitive Bidding procedure specified in the Procurement Act 2003.
 2. Interested bidders may obtain further information from, inspecting the bidding document, at the Hinterland Electrification Company website; www.electricity.gov.gy from **Friday, June 30, 2017**.
 3. A complete set of the bidding documents, in English, may be obtained by interested bidders at the Hinterland Electrification Company website: www.electricity.gov.gy. Electronic submission of bids will not be permitted.
 4. Bids will be opened in the presence of bidders' representatives and anyone who choose to attend at the **address (2) below on Tuesday, July 25, 2017 at 09:00hrs**. Late bids will be rejected and returned to bidders unopened.

<p>Address (1) - Inspection of Document:</p> <p>Hinterland Electrification Company Inc. – Ministry of Public Infrastructure</p> <p>Website: www.electricity.gov.gy</p>	<p>Address (2) -Submission and Opening of Bids:</p> <p>Chairman National Procurement & Tender Administration Board – Ministry of Finance Compound Main and Urquhart Streets, Georgetown, Guyana.</p>
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SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Scope of works and Source of Funds

- 1.1. The Procuring entity (identified in the *Bid Data Sheet* and hereinafter referred to as “the Employer”) for the execution of the Works described in the *Bid Data Sheet* and will use therefore funds indicated in the *Bid Data Sheet*.

2. Eligible Bidders

- 2.1. This Invitation for Bids is open to all contractors from any country, exclusive of those prohibited by the legislation of Guyana or by another international agreement the participant of which is Guyana.
- 2.2. A bidder may be an individual or legal entity, or a combination of any abovementioned forms with a formal intent to enter into an agreement or to operate under an existing agreement in the form of a Partnership.
- 2.3. Government and municipal enterprises may only participate if they are legally and financially autonomous, and if they are legally eligible to carry on business.
- 2.4. Bidders should not have a conflict of interests, should not be associated (nor have been associated in the past), directly or indirectly, with any firm or any of its affiliates that has been engaged by the Employer to provide consulting services at preparation stage of the bidding documents, technical specifications, project and other documents to be used for procurement of works in accordance with this Invitation for Bids or being proposed as Engineer under this Contract.
- 2.5. A Bidder or any affiliate that has been engaged by the Employer to perform consulting services at preparation stage of the bidding and other documents shall not be entitled to participate in bidding, and if conflict of interests is found, bidder’ bid shall be rejected.
- 2.6. Bidders should provide information on legal status, place of registration and principal type of business; a license to execute the works specifying identification number and validity period, and a written power of attorney of the signatory of the bid to assume obligations on behalf of the Bidder;
- 2.7. The bidder should not have more than one improperly performed procurement contract within the past two years preceding the commencement of the present procurement proceeding.

- 2.8. The bidder should not be insolvent, bankrupt, their property should not be controlled by judicial authority, their cases should not be commanded by court or by the person appointed by court, their commercial activities should not be suspended, and they should not be a subject of such judicial proceedings;
- 2.9. The bidder should fulfil the tax and social insurance fund liabilities in Guyana;
- 2.10. Bidders, and their management personnel within three years preceding the commencement of procurement proceedings should not be associated with giving false information or a misrepresentation as to their qualification information for the purposes of entering into a procurement contract;
- 2.11. Bidders should provide information on the total annual volume of construction works executed for each of the last two years;
- 2.12. Bidders should provide information on major items of construction equipment proposed to carry out the Contract;
- 2.13. Bidders should provide information on the qualifications and experience of key management and technical personnel proposed for the Contract;

3. Qualifications of Bidders

- 3.1. Information on bidders' qualifications is to be included in Annex No. 9 "Qualification Information" to be incorporated in the bid.
- 3.2. A bid submitted by a partnership or syndicate consisting of two or more firm-partners should comply with the following requirements:
 - 3.2.1. The bid shall include all the above-listed information for each partnership or syndicate partner;
 - 3.2.2. the bid shall be made up and signed so as to be legally binding on all partners;
 - 3.2.3. one of the partners shall be nominated as being in charge, and his authorities should be confirmed by authorization to be signed by the authorized signatories of all partners;
 - 3.2.4. the bid should incorporate a formal agreement of partnership (or a letter of intent to establish one) which specifies, inter alia, that all partners shall be liable jointly and severally for execution of the Contract, and that the partner in charge shall be entitled to incur liabilities and receive instructions for and on behalf of any and all partners, and all operations on the execution of the Contract, including payment shall be done exclusively by the partner in charge.
- 3.3. To qualify for award of the Contract, bidders should meet the following minimum qualifying criteria, and provide the following information and documents with their bids:

- 3.3.1. Average Annual value of construction work executed over a period as specified in the *Bid Data Sheet* (BDS), and should be not less than a value as specified in the *Bid Data Sheet* (BDS)
- 3.3.2. to own or to have the possibility to lease, hire, etc the essential construction equipment listed in the Qualification Information form; and ITB Clause 2.18
- 3.3.3. Managers and line employees with experience in executing works of a similar nature and size for not less than 3 (three) years; or as specified in the *Bid Data Sheet* (BDS)

4. One Bid per Bidder

- 4.1. Each Bidder shall submit only one Bid, either individually or as a partner in a partnership or syndicate. All bids involving the Bidder who submits or participates in more than one Bid (exclusive of subcontractors, or permitted or required alternatives) shall be rejected from participation in bidding.

5. Cost of Bidding

- 5.1. The Bidder shall bear all costs associated with the preparation and submission of the bid. The Employer shall not be responsible or liable for those costs.

6. Site Visit

- 6.1. The Bidder, at the Bidder's own responsibility and risk, may visit and examine the Site of expected Works and its surroundings. All information obtained by the Contractor individually while visiting the site, may be used by him to prepare the bid and enter into the Contract. The costs of visiting the Site shall be at the bidder's own expense. The bid submission means that the Bidder has examined the Site of future Works and has accepted all the existing conditions.

B. List of documents included in the bidding documents

7. Content of Bidding Documents

- 7.1. The set of bidding documents includes the following:
 - Section I.* Invitation for Bids
 - Section II.* Instructions to Bidders (ITB);
 - Section III.* Bid Data Sheet (BDS);
 - Section IV.* General Conditions of Contract (GCC);
 - Section V.* Special Conditions of Contract (SCC);
 - Section VI.* Drawings;
 - Section VII.* Bill of Quantities;
 - Section VIII.* Technical Specifications;
 - Section IX.* Qualification Information;

- Section X.** Sample Forms;
- i. Contractor's Bid Form*
 - ii. Form of Bid Security;*
 - iii. Form of Performance Security;*
 - iv. Form of Bank Guarantee for Advance Payment;*
 - v. Form of Power of Attorney for signing the bid*
- 7.2. The Bidder shall examine all instructions, forms, conditions and technical specifications incorporated in the bidding documents. Failure to provide all information required in the bidding documents, or submission of a non-responsive bid may result in rejection of his bid.
- 8. Clarification of Bidding Documents**
- 8.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the address indicated in the ***Bid Data Sheet*** (BDS). The Employer shall respond to any request for clarification received earlier than the number of day as specified in the ***Bid Data Sheet*** (BDS) prior to the deadline for submission of bids. Copies of the Contracting Agency's response shall be forwarded to all Employers of the Bidding Documents, including a description of the inquiry, but without identifying its source.
- 8.2. The Pre-bid conference will be conducted according to decision of the Employer and, if so, at the time, date and address indicated in the ***Bid Data Sheet***. Before the conference Bidders may address the Employer with questions for the conference, and at the conference may ask any question and receive answer to the questions submitted regarding the bidding documents. All information obtained at pre-bid conference, requests of potential bidders related to clarification of the bidding documents, and responses to them shall be recorded by the Employer, and by the results of conference, a record is made and promptly communicated to all Bidders who received the bidding documents in order to enable bidders to take them into account when preparing their bids.
- 9. Amendment of Bidding Documents**
- 9.1. In special circumstances, at any time before expiry of the deadline for submission of bids, the Employer, for any reason, whether at its own initiative or in response to request for clarification forwarded by the Bidder, may modify the bidding documents by issuing addenda to it. Any addenda issued shall be a part of the bidding documents, and should be sent to all bidders who received the bidding documents from the Employer, which may be done by using fax or electronic message. Bidders should confirm the receipt of each addendum in writing or by fax or electronic message, and these addenda shall be binding.
- 9.2. In order to give Bidders enough time to take into account the amendments introduced while preparing their bids, the Employer, at its discretion, may extend the deadline for submission of bids.

C. Preparation of Bid

10. Language of Bid

10.1. The Bid prepared by the Bidder and all correspondence and documents related to this Bid that is exchanged by the Bidder and the Employer, should be written in the language specified in the *Bid Data Sheet*.

11. Documents Included in the Bid

11.1. The Bid prepared by the Bidder should include the following documents:

- (a) filled in Form of Bid;
- (b) qualification information and documents confirming that Bidder has a sufficient qualification required for the execution of the Contract in case if his bid accepted;
- (c) priced Bill of Quantities and priced list of consumable materials;
- (d) Bid Security provided in accordance with ITB Clause 15;
- (e) General Conditions of Contract and Special Conditions of Contract (signed by Bidder page-by-page);
- (f) Alternative offers (at the Employer's request);
- (g) other documents to be filled in by bidders in accordance with the requirements indicated in the *Bid Data Sheet*;
- (h) Power of attorney for signing the Bid.

12. Bid Price

12.1. The Contract is applicable to the whole amount of Works listed in priced Bill of Quantities and list of priced consumable material price presented by the Bidder in its bid.

12.2. The Bidder shall indicate the rates and prices for all kinds of works included in the Bill of Quantities, drawings and specifications. The kinds of works for which no rate and price is entered by the Bidder will not be paid for when executed, and it is considered that they are included in the rates and prices for other kinds of works.

12.3. When determining the bid price, the Bidder shall take into account the total value of labor, materials, plant, instruments, water, heat, electric power, transportation, machinery and equipment, and other services which are required during and for completion of the construction works.

12.4. All duties, taxes, and other levies payable by the Contractor under the current legislation

of Guyana should be included in the bid price.

13. Bid Currency

- 13.1. The Bidder shall submit all documents on mutual settlements, and shall indicate the bid price in Guyana Dollars.

14. Period of Validity of Bids

- 14.1. Bids shall be valid during the number of days indicated in the *Bid Data Sheet* after the date of bid opening. The bid with shorter validity period should be rejected by the Employer as non-responsive to the bidding documents.
- 14.2. In exceptional circumstances, the Employer may request bidders to extend the period of validity of their bids for a certain period. Such requests and responses to them shall be made in writing, and may be sent by fax, telex or electronic mail. A Bidder may refuse the request on extension of the period of validity of his bid, without forfeiting the return of security. A Bidder agreeing to the request will not be required nor permitted to modify the bid, but will be required to extend the validity of bid security for a period of not less than 2 (two) weeks after the expiry of the extended period of bid validity.

15. Bid Security

- 15.1. The Bidder should provide, as part of his bid, the bid security (not more than two percent of bid price) in the amount and form specified in the *Bid Data Sheet* with a validity period of not less than 2 weeks after the expiry of a period of bid validity.
- 15.2. The Bid security should be expressed in the bid currency, or in another freely convertible currency, and shall be a bank guarantee issued by the bank located in Guyana or by local correspondent bank in case when the security is issued by the foreign bank, or in any other form permitted by the *Bid Data Sheet*, such as debenture bond, cash, shares accepted for public transactions, certificates of deposit to bearer or promissory notes.
- 15.3. All bids not having a security shall be rejected by the Employer as non-responsive to the bidding documents.
- 15.4. The bid security shall be returned to unsuccessful Bidders as soon as possible but not later than fifteen (15) days upon the expiry of bid validity period, or after furnishing the performance security by successful bidder.
- 15.5. The successful Bidder shall receive the bid security after the signing of Contract pursuant to ITB Clause 34, and after furnishing the performance security (in the case when required).
- 15.6. The Bid security may be forfeited:
- (a) if the Bidder:
 - i. withdraws his bid after the opening during the period of bid validity specified in his bid;

- ii. does not agree with the correction of arithmetical errors in his bid.
- (b) in case of the Contract award to Bidder, if this Bidder fails:
- i. to sign the Contract on the terms and conditions specified in his bid, in accordance with ITB Clause 31, or
 - ii. to furnish the Performance Security, in accordance with ITB Clause 32.

16. Alternative offers at the request of the Employer

- 16.1. The Employer may request in the Bidding Documents for bid submission taking into account alternative conditions. In this case all requirements of the bidding documents are applied to alternative offers to that extent as well as to basic offers. The alternative offers shall not be considered, unless allowed or required in the bidding documents.
- 16.2. If so allowed by the *Bid Data Sheet*, the bidders wishing to submit the bids, taking into account the alternative conditions must also submit the bids that comply with the requirements of the bidding documents, including the basic technical features as indicated in the drawings and specifications. In addition to submitting the basic Bid, the Bidders shall provide all information necessary for a complete evaluation of the alternative conditions by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.
- 16.3. Only the alternatives of Bidder who submitted the lowest evaluated Bid in accordance with the basic requirements of the bidding documents shall be considered by the Employer.
- 16.4. The Bidder, in his Bid, shall indicate the basic price of works to be executed, in accordance with the requirements of the bidding documents, and individually the price of works to be executed using the alternative offer.

17. Format and Signing of Bid

- 17.1. The Bidder should prepare *1 (one) original and 1 (one) copy* of the bid clearly marking each as “**ORIGINAL OF THE BID**” and “**COPY OF THE BID**” accordingly. In the case of discrepancies between them, the original shall prevail.
- 17.2. The original and all copies of the bid shall be typed or written in indelible ink, and shall be signed by the Bidder or by a person (persons) having all authorities to sign the bid and obligations under the Contract. Permission to sign the bid should be specified in the power of attorney to be provided with the bid. All pages of the bid where new information, change or erasure inserted should be initialled (signed) by the person or persons signing the bid.
- 17.3. The bid shall contain no interlineations, erasures or overwriting, exclusive of the cases when the Bidder needs to correct errors which should be initialled by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of Envelopes with Bids

- 18.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” The envelopes shall then be sealed in an outer envelope.
- 18.2. The outer envelopes shall:
- (a) be addressed to:

*The Chairman,
National Procurement and Tender Administration Board,
Ministry of Finance,
Main & Urquhart Streets,
Georgetown, Guyana*

and as also specified in the Invitation for Bids;

- (b) bear the name of the Project:

Electrical Wiring of Lethem Power Station

"DO NOT OPEN BEFORE" (09:00 hrs. on July 25th, 2017) and as also specified in the Bid Data Sheet;

- (c) Name and address of the Bidder in the inner envelope

- 18.3. If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Employer will assume no responsibility for the bid's misplacement or premature opening.
- 18.4. Bidder must submit valid certificates of compliance from Guyana Revenue Authority (GRA) and National Insurance Scheme (NIS), and VAT registration (where applicable)

19. Deadline for Submission of Bids

- 19.1. Bids must be received by the Employer at the address and on the dates specified in the ***Bid Data Sheet.***
- 19.2. The Employer may, at his discretion, postpone the deadline for submission of bids for later period by modifying the bidding documents, and in this case the validity period of all rights and obligations of the Employer and the Bidders shall be extended subject to the changed deadline date.

20. Late Bids

- 20.1. All bids received by the Employer after the deadline for submission of bids specified by

the Employer shall be rejected and returned to Bidder unopened.

21. Modification and Withdrawal of Bids

- 21.1. The Bidder may modify or withdraw his bid after the bid submission, provided that the Employer will receive a written notice of modification or withdrawal of the bid before the expiry of determined deadline for submission of bids, duly signed by an authorized representative, and accompanied by a copy of the authorization.
- 21.2. The Bidder's modification or withdrawal notice should be prepared, sealed, marked, and sent in accordance with the provisions of ITB Clause 18. In this case the outer and inner envelopes shall be additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent as a telegram by telex or fax with a subsequent written confirmation through post-office not later than the deadline for submission of bids.
- 21.3. No changes should be added in the bids after the expiry of the period determined for bid submission.
- 21.4. No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity indicated by the Bidder on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of his bid security, in accordance with ITB Clause 15.6.

E. Opening and Evaluation of Bids

22. Opening of Bids by Employer

- 22.1. The Employer will open all bids in the presence of bidders' representatives who wish to attend it 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.
- 22.2. The envelopes marked as "WITHDRAWAL" and "MODIFICATION" will be opened first and read out. In this case the bids for which a withdrawal notice has been sent in accordance with Clause 21, the envelopes shall be returned to Bidders unopened.
- 22.3. The bidders' names, the Bid prices, including alternatives (if alternatives permitted), price reduction specified in the Bidder's bid, 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 may be rejected in the bid opening, exclusive of the late bids which should return to Bidder unopened.
- 22.4. Bids (and modifications sent pursuant to ITB Clause 21.2) that have not been opened and read out at the opening shall not be accepted for further evaluation, irrespective of circumstance.
- 22.5. The Employer shall maintain the minutes of Bid opening where information to be disclosed to those who are present and to be promptly sent to the Authorized State

Procurement Body is included.

23. Confidentiality Observance and Contacting the Employer

- 23.1. Information relating to the examination, evaluation and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to other persons interested in this process until information on award of the Contract will be given to all Bidders.
- 23.2. No Bidder shall contact the Employer on any matter related to his bid from the date of bid opening and until the date of contract award, exclusive of requests for clarification of the bid.
- 23.3. Any effort on the part of any Bidder to influence the Employer's decision on the bid evaluation, bid comparison, or the Contract award may result in the rejection of this Bidder's Bid.

24. Clarification of Bids

During the bid evaluation, the Employer may, at his discretion, request the Bidder to give clarifications on his Bid. The request for clarification and the response should be given in writing, and in this case no change in the price or substance of the bid shall be sought, offered, or permitted, exclusive of the cases when required to correct arithmetical errors discovered by the Employer during the evaluation of bids in accordance with ITB Clause 26.

25. Preliminary examination of Bids

- 25.1. Prior to the detailed evaluation of bids, the Employer will examine the bids in order to determine whether they meet the eligibility criteria; whether there is a bid security, whether the documents have been properly signed; whether they are substantially responsive to the requirements of the bidding documents.
- 25.2. A substantially responsive bid is one which satisfies all the above provisions without a material deviation, reservation or omission. A material deviation reservation or omission is one:
 - (a) which affects in any substantial way the scope, quality, or performance of the Works;
 - (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.3. They concern, for example, such important provisions as the bid security, bidders' qualification information, and effect on the scope, quality, or performance of the works,

taxes and insurance payments are deemed a material deviation. Determination by the Employer of each bid's degree of responsiveness to those requirements should be based on the content of the bid itself without reference to any additional sources.

- 25.4. The Employer may waive any minor nonconformity, small mistake or inaccuracy in the bid which are not a material deviation from the requirements of the bidding documents, and such non-conformity or inaccuracy shall not influence on evaluation of the bid. When the minor omissions do affect the evaluation of the bid (e.g., costs to the Employer, or other aspects of the required performance), the minor deviations should be quantified in monetary terms, with corresponding adjustments to the bid price (only for the purposes of comparing bids)
- 25.5. If the bid is not substantially responsive to the qualification requirements, it shall be rejected by the Employer, and may not be subsequently accepted as responsive after inclusion of appropriate corrections made by the Bidder.

26. Correction of Arithmetical Errors in Bids

- 26.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:
- (a) when there is a discrepancy between the value expressed in figures and words, the value in words will govern; and
 - (b) when there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate will govern, unless in the opinion of the Employer, there is a obviously gross misplacement of the decimal fraction, in this case the total will govern and the unit rate will be corrected.
- 26.2. The value indicated in the bid, by the Bidder's consent, will be adjusted by the Employer in accordance with the above-stated rules of correction of errors, and is deemed mandatory to the Bidder. If the Bidder does not accept the corrected bid price, the Bid shall be rejected, and the bid security may be forfeited in accordance with Clause 15.6.

27. Evaluation and Comparison of Bids

- 27.1. The Employer will evaluate and compare only the bids determined to be substantially responsive to the requirements of the bidding documents in accordance with Clause 25.
- 27.2. When evaluating the bids, the Employer will determine for each Bid, the Evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Correction of arithmetical errors pursuant to Clause 26;
 - (b) Exclusion of provisional sums and costs for contingencies pursuant to the Bill of Quantities;
- 27.3. The Employer reserves the right to accept or reject any variation, deviation, or alternative

offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result unsolicited benefits for the Employer will not be taken into account in bid evaluation.

F. Award of Contract

28. Award Criteria

- 28.1. Exclusive of the cases provided for in Clause 29, the Employer will award the Contract to the Bidder whose bid is determined to be substantially responsive to the bidding documents, and who offered the Lowest Evaluated Bid Price, provided that this Bidder has been determined to be (a) eligible in accordance with Clause 2 and (b) met with qualification requirements in accordance with Clause 3.

29. Employer's Right to accept any Bid and Reject any or All Bids

- 29.1. The Employer reserves the right to accept or reject any or all bids, and to annul the bidding process at any time prior to the award of Contract, without thereby incurring any liabilities to bidders.
- 29.2. In case when the bidding process annulled, the Employer should, during 3 working days, send to all Bidders a notification indicating the reasons which served as a ground for the annulment, without giving evidences of that ground.

30. Notification of Award

- 30.1. Within 3 days after the conducted selection of the successful Bidder, and before the expiry of the period of bid validity, the Employer will notify the successful Bidder by telex, fax or email confirming by registered letter that his bid has been determined to be successful. This letter (hereinafter and in *«the General Conditions of Contract»* called *«the Letter of Acceptance»*) should refer to the sum that the Employer shall pay to the Contractor for execution of the Works in accordance with the Contract (hereinafter and in the Contract called *«the Contract Price»*).
- 30.2. The notification of award shall be equivalent to entering into a Contract, subject to the Bidder providing the performance security pursuant to Clause 32 and will sign the Contract pursuant to Clause 31.
- 30.3. At the same time that notification of award is given to the successful bidder, the Employer shall notify other bidders in writing of the selection, including the name of the successful bidder and the bid price. The Employer shall also publish a notice in the Public Procurement Bulletin indicating the name and address of the successful bidder and the bid price quoted by him.
- 30.4. Unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations for the failure of their bids. The Employer shall promptly respond in writing to any unsuccessful Bidder who requests the Employer in writing to explain on which grounds its bid was not selected.

31. Signing of Contract

- 31.1. At the same time with notification of award, the Employer will send to the successful Bidder, the Form of Contract contained in the Bidding documents.
- 31.2. During seven (7) days of the receipt of a written Notice of acceptance and the Form of Contract, the successful Bidder should sign and date the Contract, and return it to the Employer.

32. Performance Security

- 32.1. Together with the signed Contract, the successful Bidder will send to the Employer, the Performance Security in the amount indicated in the *Bid Data Sheet*.
- 32.2. If the successful Bidder fails to provide the performance security, or during 7 (seven) days does not return the Contract signed, then the Employer shall reject the bid and confiscate the bid security, in that case the Employer shall award the Contract to the next evaluated Bidder, whose bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily, subject to the Employer's right to reject all bids in accordance with Clause 29, and the applicable Law and Regulations.

33. Corrupt and Fraudulent Practices

- 33.1. The Employer requires that the Bidders observe the highest standards of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Employer:
 - (a) for the purposes of provisions of this Clause, uses the following notions:
 - i. "corrupt practice" - means the offering, giving, the agreement requesting for remuneration in any form, or services rendering in order to influence the action of a public official in the procurement process or in contract execution; and
 - ii. "fraudulent practice" - means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, including collusive practices among Bidders (prior to or after bid submission), to establish bid prices at artificial non-competitive level, and deprive the Employer of the benefits of free and open competition;
 - iii. "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels; and
 - iv. "coercive practice" means harming or threatening to harm (directly or indirectly), persons or their property to influence their participation in the procurement process or the execution of a contract;

- (b) will reject the bid if it determines that the Bidder recommended for award of the Contract has engaged in corrupt, fraudulent, collusive or coercive practices during the bidding process or execution of a contract;
- (c) will declare the Contractor for indefinite, or for a specified period of time to be ineligible to participate in the state-financed biddings in accordance with a Regulation on the establishment of Database of unreliable (unfair) suppliers and its application procedures.

34. Penalties

- 34.1. A penalty for slow or non-performance will be imposed as per the rate prescribed for Liquidated Damages. Slow or non-performance will be assessed against the project's approved work programme and will commence from the first quarter of the project life.
- 34.2. (Note: This means that after 10 % of the contract sum is deducted for penalties, the Procuring Entity has the right to cancel the contract and demand all forms of damages).

SECTION III**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.

Clause Ref. No.	
ITB 1.1 and 8.1	<p>The name, address, telephone, fax, telex and e-mail of Employer is:</p> <p>The Chief Executive Officer Hinterland Electrification Company Inc. – Ministry of Public Infrastructure Wight’s Lane , Kingston, Georgetown, Guyana. Tel: (592) 223 5206</p> <p>E-mail: heu@electricity.gov.gy</p>
ITB 1.1	<p>The Works are:</p> <p>Electrical Wiring of Lethem Power Station</p>
ITB 1.1	The source of financing is: The Government of Guyana
ITB 2.7	Non-Performing Contracts: <i>The Bidder must state clearly whether any of his current contracts are deemed to be “non performing”. Non Performing contract shall mean any contract which has surpassed its agreed completion date without an official granting of extension of completion date from the requisite executing agency, or any contract which was terminated over the past two (2) years.</i>
ITB 3.3.1	Average Annual Value of Work: GY\$5,000,000 Million Guyana Dollars
ITB 3.3.3	<p><u>Experience of Key Personnel</u></p> <p>Supervisor (10 years minimum experience as a licensed electrical contractor and 5</p>

	<p>years conducting commercial or industrial wiring using metal conduit.</p> <p>Senior Electrician (5 years minimum experience in metal conduit wiring.)</p>
ITB 8.1	<p>Employer’s Address for Clarification</p> <p>The Chief Executive Officer Hinterland Electrification Company Inc. – Ministry of Public Infrastructure Wight’s Lane , Kingston, Georgetown, Guyana. Tel: (592) 223 5206 E-mail: heu@electricity.gov.gy</p> <p>Request for clarifications from Bidders - No Later Than 4 Days before Bid Submission</p>
ITB 8.2	<p>Whether the pre-bid conference shall or shall not be held.</p> <p><i>A pre-bid site visit will be conducted on the project sites as follows:</i></p> <p style="text-align: center;"><i>NONE</i></p>
ITB 10.1	The language of Bid = English
ITB 11.1 (i)	<p>Other documents to be filled in and/ or provided by Bidders</p> <p>a) A valid compliance certificate from GRA and NIS, Certificate of Registration, Method Statement and Program of Works.</p> <p>b) CVs of the supervisor and senior electrician that will be managing the installation.</p> <p>c) Manufacturer’s data sheet for the goods/equipment being offered.</p>
ITB 14.1	The period of Bid validity = ninety (90) Days
ITB 15.1	<p>The amount and form of Bid Security: G\$300,000 (Three Hundred Guyana Dollars)</p> <p><i>The Bid Security shall be in the form of a bank guarantee or a Guarantee or Bond from a recognized Insurance Agency.</i></p>
ITB 15.2	Other permitted Form of Bid Security: Not Applicable

ITB 16.2	Alternative Bid Submission: <i>Not Applicable</i>
ITB 18.2 (b), 19.1, 22.1	<p>The deadline and address for bid submission and the date, time and address of bid opening; <i>For Submission of Bids; Address:</i></p> <p>The Chairman National Procurement & Tender Administration Board – Ministry of Finance Compound Main & Urquhart Streets, Georgetown, Guyana.</p> <p><i>For Submission of Bids; Date and Time:</i></p> <p style="text-align: center;">Tuesday 09:00 hrs. on July 25th, 2017</p>
ITB 32.1	<p>The amount and validity of Performance Security</p> <p>The of Performance Security = Ten Percent (10%) of Contract Sum</p> <p>Permitted Form of Performance Security</p> <p>The Performance Security should be expressed in the bid currency, or in another freely convertible currency, and shall be a bank guarantee issued by a bank located in Guyana or by local correspondent bank in case when the security is issued by the foreign bank, such as debenture bond, cash, shares accepted for public transactions, certificates of deposit to bearer or promissory notes</p> <p style="text-align: center;">OR</p> <p>Guarantee or Bond from a recognized Insurance Agency</p>

SECTION IV

General Conditions of Contract (GCC)

A. General provisions

1. Definitions

1.1 Below given terms in this Contract shall be interpreted as follows:

"Bill of Quantities" means the completed priced items of works and priced consumable materials which are the part of the Bid.

"The Completion Date" means the date of completion of the Works accepted by the Working Committee pursuant to Certificate of Commissioning, or in case of repair works, the final Certificate of Performed Works of the Contractor approved by the Engineer.

"Contract" means the Contract achieved between the Employer and the Contractor, and fixed as the form of Contract signed by the parties with all annexes and addenda to the Contract for the execution and completion of the Works.

"Contractor" means an individual or legal entity, or a partnership, whose Bid for the execution of the Works is accepted by the Employer.

"Contractor's Bid" means the completed bidding documents submitted by the Contractor to the Employer.

"Contract Price" means the amount to be paid to the Contractor under the Contract for the entire and duly performance of his contractual obligations.

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

"A Defect" means any part of the Works executed breaching terms of the Contract.

"The Acceptance Report of Corrected Defects" means the acceptance report drafted jointly by the Engineer and the Contractor after correction of defects by the Contractor.

"The Defects Correction Period" means the period to correct imperfections and defects indicated in the Special Conditions of Contract, and calculated from the Completion Date.

"Drawings" include all calculations, schemes, plans and other information provided, or approved by the Authorized Body for the execution of the Contract.

«Compensation Events» means the event defined in Clause 41 of the General Conditions of Contract.

"Employer" means the party, as defined in the SCC, which employs the Contractor to execute the

Works.

"Machinery and equipment" mean all the Contractor's machinery, equipment and vehicles to be brought temporarily to the Site for the execution of the Works.

"The Initial Contract Price" means the Contract Price indicated by the Employer in the Letter of Acceptance.

"The Expected Period of Completion" means when the Contractor should complete the execution of the Works indicated in the SCC.

"Materials" means all consumable and raw materials to be used by the Contractor and subcontractor during the execution of the Works.

"Plant" means the integral part of the Works which has a mechanical, electrical, chemical or biological function.

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

"Site" means the territory, as defined in the SCC, allotted for the execution of the Works.

"Technical Specification" means the technical specifications of the Works included in the Contract, and any modifications of, or addenda to these specifications approved by the Employer.

"The Start Date" means the latest date, as given in the SCC, when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

"A Subcontractor" means an individual or legal entity, entering into a Contract with the Contractor to execute the part of the Works under the Contract, including the work of the Site.

"Temporary Structures" means the structures designed, constructed, installed and dismantled by the Contractor, and which are required for the execution of the Works.

"Modification" means a written instruction given by the Engineer to modify quantity of the Works, or items.

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

2. Contract Documents

2.1 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) Contractor's Bid,

- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Technical Specifications,
- (g) Drawings,
- (h) Priced Bill of Quantities, and priced Consumable Materials ; and,
- (i) any other documents listed in *the Special Conditions of Contract* to be as a constituent part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the applicable laws governing the Contract are stated in *the Special Conditions of the Contract*.

4. Engineer

- 4.1 Except where otherwise specifically stated, the Engineer will decide contractual relationships between the Employer and the Contractor, representing the Employer.

5. Official communication between the Employer and the Contractor

- 5.1 Official communication between the parties under the implementation of the Contract conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

6. Entering into subcontract

- 4.1 The Contractor may enter into subcontracts with the approval of the Engineer, but may not assign the Contract without the approval of the Employer in writing. In case of entering into more than one Contract with subcontractors, the Contractor shall co-ordinate the activities of those subcontractors. Presence of subcontractors shall not alter the Contractor's liability for performance of the contract.

7. Personnel

- 7.1 The Contractor shall employ the personnel for key positions in order to perform the functions specified in the «Qualification Information». The Engineer shall approve any proposed replacement of the key personnel only if their relevant qualifications and skills are the same or better than those of the personnel listed in the Qualification Information».
- 7.2 If for any reason the Engineer asks the Contractor to remove the person who is a staff member or employee of the Contractor or subcontractor, the Contractor should ensure that this person leaves the Site within three days, and no longer be engaged in the work under this Contract.

8. Employer's and Contractor's Risks

- 8.1 The Employer and the Contractor carry the risks which are the Employer's risks or the Contractor's risks under this Contract.

9. Employer's Risks

- 9.1 From the Start Date and until the Completion Date, or until the defects have been fully corrected, the following risks will be the Employer's risks:
- (a) The risk of personal injury, or, death, or loss of or damage to property (exclusive of the Works, Plant, Materials, Machinery and Equipment) in consequence of:
 - (i) using or occupying the Site by the Employer for the execution of the Works, or for other purposes which may be an unavoidable result of the Works or
 - (ii) negligence, improper fulfilment of official duties, or violation of legal rights of the Contractor by the Employer, or by any person employed by him, or under the Contract, exclusive of the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Machinery and Equipment to the extent that is due to a fault of the Employer, or in the Employer's design defect, or due to war or radioactive contamination directly affecting the country where the works are to be executed.
- 9.2 From the Completion Date and until the defects have been fully corrected, the risk of loss of or damage to the Works, Plant and Materials is the Employer's risk, exclusive of the cases when loss or damage caused by:
- (a) the defect which existed on the Completion Date;
 - (b) the event which occurred before the Completion Date and which is related to the Employer's risks, or
 - (c) the activities of the Contractor on the Site after the Completion Date.

10. Contractor's Risks

- 10.1 From the Start Date and until the defects have been corrected, the risk of personal injury, death, and loss of or damage to property (including the Works, Plant, Materials, Machinery and Equipment) which are not the Employer's risks are the Contractor's risks.

11. Contractor to Execute the Works

- 11.1 The Contractor shall construct and install the Plant in accordance with the Specifications, Drawings, Bill of Quantities and/or pursuant to the Defects Report.

12. The Works to Be Completed by the Expected Period of Completion

- 12.1 The Contractor may begin the execution of construction Works from the Start Date, and he should execute the Works in accordance with the Work Execution Schedule submitted by the Contractor and approved by the Engineer, and the Contractor must complete the construction Works by the Expected Period of Completion.

13. Construction of Temporary Structures

- 13.1 The Contractor shall submit to the Engineer the specifications and drawings indicating the expected construction of Temporary structures to be approved by the Engineer, provided that they comply with the Specifications and drawings.

- 13.2 The Contractor should, when required, co-ordinate the project of Temporary structures with the

third party.

14. Accident Prevention

14.1 The Contractor shall be fully responsible for the safety of all activities on the Site.

15. Discoveries

15.1 Anything of historical or other interest or of significant value discovered on the Site shall be the property of the Employer. The Contractor should notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

16 Investigation and Use of Site

16.1 During the execution of the Works, the Contractor shall rely on the Site Investigation Reports, and may visit and investigate the Project Site. All information obtained by the Contractor during the Site visit, shall be used for the execution of the Works.

16.2 The Employer shall give the Contractor the right for using the whole Site which is allotted for project construction. If the right for using any part of the Site is not given by the date indicated in *the Special Conditions of Contract*, the Employer will be deemed to have delayed the start of the certain kinds of project works, in this case the Employer should extend the construction period for the period of transferring the Site.

17. Access to the Site

17.1 The Contractor shall allow the Engineer and any other person authorized by the Engineer, access to the Site or to any other place where work is being carried out or is expected to be carried out according to the Contract.

18. Orders and instructions

18.1 The Engineer, within his authority, may take a decision; give orders and instructions to be binding upon the Contractor.

18.2 If the Contractor assumes that decision taken by the Engineer exceeds the authority presented by the Engineer under the Contract, or decision was taken wrong, it shall be dealt with under clause 19.

19.0 Dispute or disagreement arising between the Employer and the Contractor shall be settled in accordance with the Laws of Guyana.

19.1 Notwithstanding any references to trial herein, the parties shall continue to perform their obligations under the Contract, unless otherwise agreed.

B. Time Control

20. Work Execution Schedule

- 20.1 Within the time period specified in *the Special Conditions of Contract*, the Contractor shall submit to the Employer for approval the Work Execution Schedule where general methods of arrangement, procedure and period of execution of works on the Project construction are stated.
- 20.2 The Contractor shall submit, within the time periods specified in *the Special Conditions of Contract* to the Engineer for approval, the updated version of the Work Execution Schedule, taking into account the actual progress of performed works, and its impact on the time period of remaining works, including available changes in the sequence of execution of the works.
- 20.3 If the Contractor does not submit the updated Work Execution Schedule during the indicated period, the Engineer may retain the amount specified in *the Special Conditions of Contract* from the next Certificate of Performed Works, and continue to retain that amount until the delayed Work Execution Schedule is provided.
- 20.4 The Engineer's approval of the Work Execution Schedule shall not alter the Contractor's obligations. The Contractor may revise the Work Execution Schedule, and submit it to the Engineer again at any time. The revised Work Execution Schedule should demonstrate the effect of Modifications and Compensation Events.

21. Delays Ordered by the Engineer

- 21.1 The Engineer has a right to give order to the Contractor to suspend the start or progress of execution of the works on the Project construction.

22. Early Warning

- 22.1 The Contractor shall inform the Engineer as soon as possible of likely specific events, or circumstances that may negatively affect the quality of the works, increase the Contract Price or delay the execution of the Works on the Project construction. The Engineer may require the Contractor to assess the expected impact of the future event or circumstance on the Contract Price and Completion Date. The Contractor should provide such assessment within a short time.
- 22.2 The Contractor shall assist the Employer in preparing and analyzing proposals regarding for that how to the consequence of such an event or circumstance can be avoided or reduced by anyone involved in the work, and in carrying out any instruction of the Engineer resulting from those proposals.

1. Quality Control

23. Identifying Defects

23.1 The Engineer shall check the works of the Contractor and notify the Contractor of the defects found such checking shall not involve the change in the Contractor's responsibilities. The Engineer is entitled to require the Contractor to search for a defect, and to uncover and check the results of works that the Engineer considers may have a Defect.

23.2 The "Defects Liability Period" for the work is six (6) months from the date of taking over possession or such other period as may be specified in the *Bid Data Sheet*. (period to be specified considering the nature and construction period of the works- maintenance works VS new works)

24. Tests

24.1 If the Engineer instructs the Contractor to carry out tests not provided for in the specifications to check whether the performed work has a defect, and if as a result the test shows that it does, the Contractor shall pay for the test. If there is no defect, the payment for the test shall be done by the Employer and it shall be a Compensation Event.

25. Correction of Defects

25.1 The Engineer should notify the Contractor in writing of any defect before completion of the Defects Correction Period, which begins at Completion Date, and its duration is determined in *the Special Conditions of Contract*.

25.2 Upon receipt of each notice of Defect, the Contractor should correct the indicated Defect within the time period specified in the Engineer's notice.

26 Uncorrected Defects

26.1 In case if the Contractor has not corrected the Defect within the time period specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor should pay those costs.

D. Cost Control

27. Bill of Quantities

27.1 The Bill of Quantities includes the priced for all kinds of works and value of consumable material for transportation, the construction, installation, testing, commissioning of the Works to be executed by the Contractor, and the Contractor's Profits and Overheads.

27.2 The Bill of Quantities in the bid is used for calculation and payment for the Contract Price. The Contractor shall receive the payment for the executed amount of works at the rate and price, and value of consumable materials indicated in the Bill of Quantities for each kind of work.

28. Changes in Quantities

28.1 In exceptional circumstances, the Employer, as may be industrially required, may change quantity of any works, or individual kinds of works.

28.2 At the request of the Employer, the Contractor within 7(seven) days of receipt of request should provide the Employer with a detailed breakdown of prices of change in the quantities indicating the rates for

kinds of works and value of consumable material. The Employer shall evaluate those rates and value of consumable material in comparison with the Bill of Quantities provided by the Contractor with his Bid.

28.3 In case if during the comparison, the rate and value of consumable material will correspond with the rate and value of consumable material given in the Bill of Quantities, the Employer shall issue the Contractor a "Work order" for the execution of changed quantities.

28.4 If the rate and value of consumable material shall not correspond with the rate and value given in the Bill of Quantities, or if in the Employer's judgment, shall be unreasonable, the Employer instructs the Engineer to prepare a budget for Changed quantities, or for individual kinds of works, and on the basis of his own forecast, issues the Contractor a budget in the Work order format to execute for changed quantities.

28.5 The Contractor does not have a right for additional payment as a compensation of expenditure which one might avoid by giving an early notice.

29. Certificate of Performed Works

29.1 The Contractor shall monthly submit to the Engineer for payment the certificates of actually performed works prepared pursuant to the Bill of Quantities after deduction of aggregate payments of previously approved quantities.

29.2 The Engineer should check the Contractor's monthly certificates of performed works and approve them for payment to the Contractor.

29.3 The value of performed works should be determined by the Engineer, and should involve the value of all actually performed quantities in accordance with items of works, rates and value of consumable material under the Bill of Quantities.

29.4 The value of performed works should include the value of Work order (additional works) and of Compensation Event.

29.5 The Engineer may exclude, based on subsequent circumstance, any items certified in a previous certificate of performed works for payment, or reduce the proportion of any item previously certified in any certificate of performed works for payment in the light of later information.

30. Payments

30.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor sums according to the certificates of performed works confirmed by the Engineer during 28 days after the date of invoicing pursuant to the certificate of performed works. In case when the payment is delayed, the Employer shall pay interest to the Contractor indicated in *the Special Conditions of Contract* against the delayed payments. Interest is calculated from the date by which the payment should be made and until the date when the last payment has been made.

30.2 In case if the cost of certificate of performed works is increased as a result of decision of Arbitrator or Judge of General Jurisdiction, interests will be charged from the date of affirmation by the Engineer of the certificate of performed works for which the quantities have been increased without any dispute.

30.3 The kinds of Works for which no rate or price, and value of consumable material is entered in will not be paid for by the Employer, and shall be deemed included in other kinds of Works.

31. Retention

The Engineer shall retain from each payment due to the Contractor the proportion stated in the Special

Conditions of Contract until Completion of the whole of the Works.

On completion of the whole of the Works and the Engineer's certification of completion of the works, half the total amount retained shall be repaid to the Contractor and half when the Defects Correction Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

On completion of the whole Works and the Engineer's certification of completion of the works, the Contractor may substitute retention money with an "on demand" Bank guarantee.

32. Liquidated Damages.

32.1 In case of a failure in the Completion Date towards the Expected Period of Completion, the Contractor shall pay the Employer liquidated damages specified in the *Special Conditions of Contract* for each day of delay of the actual Completion Date against the Expected Period of Completion. The total amount of liquidated damages shall not exceed the amount specified in the *Special Conditions of Contract*. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. *Thereafter the procuring entity has the right to cancel the contract and demand all forms of damages.*

32.2 In case of extension of the Expected Period of Completion after liquidated damages have been paid, the Engineer shall repay the overpaid amount of liquidated damages by the Contractor at the expense of next certificate of performed works.

33. Force majeure

33.1 The Contractor shall not forfeit his performance security, and shall not be responsible for payment of liquidated damages, or termination of a Contract for disregard of provision, if the delay in execution of the Contract, or default is the result of an event of force majeure.

33.2 For the purposes of this Clause, "force majeure" means an event beyond the control of the Contractor, not connected with error or negligence of the Contractor, and not foreseeable. Such events may include but not restricted to such actions as: wars or revolutions, fires, floods, epidemics, quarantine and embargo affecting the execution of the Works.

33.3 When force majeure arises, the Contractor shall promptly notify the Engineer in writing of such event and its cause. If no written instructions received from the Engineer, the Contractor shall continue to perform his obligations under the Contract as far as possible, and shall search for alternative ways of execution of the Contract, irrespective of force majeure.

34. Mobilization or Advance Payment

34.1 The Employer shall make advance payment to the Contractor in the amount and within the dates specified in the *Special Conditions of Contract*, provided that a Bank Guarantee for advance payment for the amount of advance have been provided by the Contractor. The Guarantee shall remain in force until the full repayment of advance; in this case the amount of the Guarantee should be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on advance payments.

34.2 The Contractor shall use the advance payment exclusively to pay for Plant, Machinery, and Equipment, Materials and other expenses required directly for the execution of the Contract. The Contractor shall demonstrate that advance payment has been used for the purposes of execution of the Contract by supplying copies of invoices or other documents.

34.3 The advance payment shall be repaid by deducting proportionate amounts from the Certificate of performed works that are due to the Contractor. No account shall be taken of the advance payment or its repayment in assessing valuations of performed works, Modifications, Compensation Events, Bonuses or Liquidated Damages.

35. Performance Security

35.1 Within seven (7) days upon receipt of notice of award, the successful Bidder shall furnish the Employer with the Performance Security, the amount and form of which is specified in the *Special Conditions of Contract*.

35.2 The Performance Security shall be returned by the Employer not later than fifteen (15) days after the date of completion by the Contractor of his obligations under the Contract, including all guarantee obligations, unless otherwise provided in the Special Conditions of Contract.

36. Cost of Repairs

36.1 Loss of or damage to the Works, Plant, or Materials included in Works and having been occurred between the Start Date and the Completion Date, including the Defects Correction Period shall be reimbursed by the Contractor at the Contractor's cost if that loss or damage arose as a result of the Contractor's action or inaction.

E. Finishing the Contract

37. Completion

37.1 The Contractor, after completion of all works stipulated in the Contract, shall send the Employer a notice of Completion and shall request the Engineer to issue a certificate of Completion of the Works

38 Taking Over

38.1 The Employer not later than seven (7) days after the Contractor's notice, shall appoint the Working Commission to take the Works. The Taking Over Certificate shall be prepared with participation of the Contractor. The date of approval of Taking Over Certificate by the Employer shall be deemed the Completion Date, and within seven (7) days of the date of taking over certificate, the Site and the Works should be taken over by the Employer.

39.Final Account

39.1 After the Certificate of Corrected Defects, the Contractor shall supply the Employer with a final account for the remaining amount that the Contractor considers payable under the Contract. Provided that all defects are corrected, and that the supplied invoice is correct and complete, the Engineer, during one month, shall certify the final certificate of performed works. If during the inspection, there will be the facts of finding a defect, and the supplied invoice is incorrect or inaccurate, the Engineer, within a month, shall submit a schedule for correction of defects. If the Final Account is still incorrect or inaccurate after it has been resubmitted, the Engineer shall determine independently the amount due to and shall decide to pay to the Contractor.

40. Termination

40.1 The Employer or the Contractor may terminate the Contract if the other

party causes a fundamental breach of the conditions stipulated in the Contract.

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

- (a) the Contractor stops the works for 15 days, in this case that stoppage is not provided in the current Work Execution Schedule and is not authorized by the Engineer;
- (b) The Employer instructs the Contractor to suspend the progress of the works, and such instruction is not cancelled during the days specified in the Special Conditions of Contract;
- (c) The Employer or the Contractor becomes bankrupt or goes into liquidation, exclusive of reorganization or amalgamation;
- (d) The Employer does not pay the Contractor the amount confirmed by the Engineer within the days specified the Special Conditions of Contract of the date of invoice supplied to the Contractor for payment;
- (e) the Engineer notifies and warns that non-correction of a specific defect is a fundamental breach of the Contract conditions; and the Contractor does not correct a defect within acceptable period of time established by the Engineer;
- (f) The Contractor does not provide the required guarantee;
- (g) The Contractor delayed the completion of the Works for a number of days correspondent to a maximum possible amount of liquidated damages as indicated in the *Special Conditions of Contract*.
- (h) If the Contractor, in the Employer's judgment, has engaged in corrupt or fraudulent practices in the process of competitive selection or execution of the Contract.

For the purposes of this subparagraph:

- (1) "corrupt practice" means the offering, giving, the agreement requesting for remuneration in any form, or services rendering in order to influence the action of a public official in the procurement process or contract execution; and
- (2) "fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or execution of a contract to the detriment of the Employer; including a collusive practice of bidders (prior to or after bid submission) to establish bid prices artificially at non-competitive level, and deprive the Employer from benefits of free and open competition;
- (3) "collusive practice" means a scheme or arrangement between two or more contractors (subcontractors), with or without the knowledge of the

Employer, designed to artificially rise the price in during the execution of a contract;

(4) “coercive practice” means harming or threatening to harm (directly or indirectly), persons or their property to influence their participation in the execution of a contract;

40.3 When either party of the Contract notifies the Engineer of breach for a cause other than those listed under Clause 45.2 above, the Engineer shall determine whether the breach is fundamental or not.

40.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

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

41. Payment upon Termination

41.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue the confirmed Certificate of the performed works and Materials ordered less advance payments received up to the date of the confirmation of the certificate and less the percentage of unperformed works, as indicated in the Special Conditions of Contract. Additional Liquidated Damages shall not be charged. If the total amount due to the Employer exceeds the amount due to the Contractor, the difference shall be a debt of the Contractor to the Employer.

41.2 If the Contract is terminated for the Employer 's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall confirm the Certificate of the performed works, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the confirmation of the certificate.

42. Property

42.1 All Materials on the Site, Equipment, Temporary Structures, and Works shall be deemed the property of the Employer if the Contract is terminated because of the Contractor's fault.

43 Release from Performance

43.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify the impossibility of the Contract performance. The Contractor shall make the Site safe and stop work as quickly as possible after receiving such notice, and shall be paid for all work carried out before receiving an instruction, and for any work carried out afterwards to which a commitment was made.

- 44. Contractor to Protect Works Done, Materials and Plant**
- 44.1 The Contractor should provide the protection of performed works and all materials, plant, resources and other items related to the Works from any or all kinds of damage, deterioration, destruction linked to rain, frost, fire, robbery, mysterious disappearance and other reasons. The Contractor during the execution of the works, shall additionally ensure the protection of other works on Project, and of property belonged to the Employer, and related structures from any damage, deterioration or for any other reason, including (but not limited to these) roads, buildings, warehouses and other kinds of movable and immovable property, exclusive of the event of force majeure. All costs incurred by the Contractor in view of the above-stated, shall not be subject to additional payment on the part of the Employer.
- 44.2 The Employer will not be responsible for any damage to the Contractor's works for the abovementioned reasons before they are fully completed and accepted, and the Contractor shall, without additional payment, carry out all corrections, repairs or replacements as applicable to the Works because of necessity to correct any defect, damage and other defects as a result of the above event.
- 45. Materials and Equipment Contractor**
- 45.1 The Contractor shall be responsible for the arrangement of supply, transportation, discharge and storage of all Materials and Equipment to be supplied, and delivered by the Contractor to the Project Site. The supplies shall be carried out only for the Contractor's name. The Employer shall in no case be responsible for expenses related to the supply, processing, storage and fee for stoppage of vehicle. No supplies shall be addressed to the Employer.
- 45.2 The Contractor shall provide the Employer with a Schedule of Receipt of materials and equipment on the Project Site. The sites only permitted by the Employer may be used for storage, stowage and stockpiling.

SECTION V**Special Conditions of Contract (SCC)**

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

GCC Clause ref. #	Particular Instruction of Clause
1.1	<p>The Employer is</p> <p>The Chief Executive Officer Hinterland Electrification Company Inc. – Ministry of Public Infrastructure Wight’s Lane , Kingston, Georgetown, Guyana. Tel: (592) 223 5206</p> <p>E-mail: heu@electricity.gov.gy</p>
1.1	<p>The Intended Completion Date for the whole of the Works after the issuance of Letter of Commencement shall be: 75 days</p>
1.1	<p>The Engineer is</p> <p>The Chief Executive Officer Hinterland Electrification Company Inc. – Ministry of Public Infrastructure Wight’s Lane Street, Kingston, Georgetown, Guyana. Tel: (592) 223 5206 E-mail: heu@electricity.gov.gy</p>
1.1	<p>The Defects Correction Period is: Twelve Weeks, commencing from the date of issuance of the Completion Certificate.</p>
1.1	<p>The Site is located at: Industrial Site, Lethem, Region 9</p>
1.1	<p>The Start Date shall be: The Date as indicated in the Letter to Commence Work for each.</p>
2.1(i)	<p>Any other documents shall be: <i>Not Applicable</i></p>

3.1	The Language of Contract shall be: English
3.1	The Applicable Law shall be: The Laws of The Cooperative Republic of Guyana
16.2 and 33.1 (a)	The date by which the Site has been transferred to Contractor for use shall be: The same as the date of Commencement of Works
19.2	Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.
20.1	The period of submission of Program of Works Schedule shall be: Seven (7) days after the issuance of the Order to Commence Work.
20.2	The period of submission of updated Program of Works Schedule shall be: seven (7) days.
20.3	The retention for untimely submission of updated Program of Works Schedule shall be: One Hundred Thousand Dollars (\$100,000)
23.1	Persons Authorised to Identify Defects Shall be: The Engineer, or the Clerk of Works or any other person appointed by the Employer or Engineer
23.2	The Defects Correction Period Shall be: Twelve Weeks
30.1	The interest to be paid for the delay of payment on the amount of the delayed payment shall be: 2%
31.1	a) Works Retention: The percentage of payments due to be retained of the value of works done to correct possible defects shall be: 10% of the Value of Works at each payment to the limit of 5% of the Contract Sum b) TAX Retention: The percentage of payments due to be retained of the value of works done shall be <u>2%</u> of the Value of Works at each payment. These Tax Retentions shall be remitted to the GRA by the Employer before the end of the fiscal year of the retention or the before the end of the project, whichever comes first.
32.1	Liquidated Damages; The penalty to be paid by the Contractor for delay of the completion of the whole of the works shall be: 0.5% of the Contract Sum per day, to a limit of not more than 5% of Contract Price.
34.	Mobilization/ Advance Payment The time frame by which mobilization/advance payment is to be provided and the amount:

	<p>Amount = Twenty percent (20%) of the Contract Price</p> <p>Time Frame = Not later than Twenty-Eight (28) days after the Employer receives and approves the Bank or Insurance Guarantee from the Contractor</p>						
35.1	A Performance Security is required in the amount of <i>not exceeding 10% of Contract Price</i> and may be in the form of a bank guarantee, cheque or cash, or from any recognized and approved Insurance Agency.						
35.2	<p>Returning of Performance Security</p> <p>The Performance Security shall be returned by the Employer to the Bonding agency not later than <i>fifteen (15) days</i> after the date of completion by the Contractor of his obligations under the Contract and after the Defects Correction Period.</p>						
40.2 (b)	<p>Revoking of work suspension order</p> <p>When a suspension order is not revoked by the Employer after Fourteen (14) days</p>						
40.2 (d)	<p>Payment to Contractor delay</p> <p>When payment to the Contractor is delayed beyond Forty-Two (42) days</p>						
40.2(g)	<p>The maximum number of days of delay is:</p> <p style="text-align: center;">Ten (10) days</p>						
41.1	Payment upon Termination: less 10% of the Unperformed Works						
44.1 and 44.2	<p>Insurances for the Works Loss of or damage to the Works, Plant, and Materials;</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">(a) Contractor's All Risk;</td> <td style="text-align: right;">GY\$3,000,000</td> </tr> <tr> <td>(b) Employer's Liability</td> <td style="text-align: right;">GY\$3,000,000</td> </tr> <tr> <td>(c) Public Liability.</td> <td style="text-align: right;">GY\$3,000,000</td> </tr> </table>	(a) Contractor's All Risk;	GY\$3,000,000	(b) Employer's Liability	GY\$3,000,000	(c) Public Liability.	GY\$3,000,000
(a) Contractor's All Risk;	GY\$3,000,000						
(b) Employer's Liability	GY\$3,000,000						
(c) Public Liability.	GY\$3,000,000						

SECTION VI

Drawings

All the relevant drawings are within the “Technical Specifications” Section.

SECTION VII**BILL OF QUANTITIES****BILL OF QUANTITIES****Electrical Wiring of Power Station at Lethem, Region 9**

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1	Supply and install 100A, 3-pole main circuit break in cabinet, rated for 600V.	1	No.		
2	Supply and install 100A, 2-pole main circuit break in cabinet, rated for 240V.	1	No.		
3	Supply and install 24/48-circuit, 120V/240V, single-phase, 3-wire load center, complete with circuit breakers as stipulated in the Technical Specifications.	1	No		
4	Supply and install 24-circuit, 480V/277V, 3-phase, 4-wire load center, complete with circuit breakers as stipulated in the Technical Specifications.	1	No.		
5	Supply and install 150A, 480V/277V, 3-phase automatic transfer switch (ATS).	1	No		
6	Supply and install 25kVA, 480V to 120V/240, single-phase indoor transformer.	1	No.		
7	Supply and install 4 x 35mm sq. type XHHW cable with stranded copper conductor.	15	Metres		
8	Supply and install 1 x 35mm sq. PVC insulated cable with stranded copper conductor.	30	Metres		
	Supply and install 1 x 16mm sq. PVC insulated cable with stranded copper conductor.	12	Metres		
	Supply and install 1 x 16mm sq. PVC insulated cable (green in colour) with stranded copper conductor for grounding and	15	Metres		

	bonding switchgear components.				
	Supply and install 1 x 25mm sq. PVC insulated cable (<i>green in colour</i>) with stranded copper conductor as main grounding conductor.	15	Metres		
	Supply and install 1 x 4.0mm sq. THHN insulated (<i>colour for live conductor</i>), stranded copper conductor cable (100 Metres/roll).	18	Rolls		
	Supply and install 1 x 4.0mm sq. THHN insulated (<i>colour for neutral conductor</i>), stranded copper conductor cable (100 Metres/roll).	9	Rolls		
	Supply and install 1 x 2.5mm sq. PVC insulated (<i>green for grounding receptacles</i>), stranded copper conductor cable (100 Metres/roll).	9	Rolls		
	Supply and install 1 x 2.5mm sq. THHN insulated (<i>colour for live conductor</i>), stranded copper conductor cable (100 Metres/roll).	8	Rolls		
	Supply and install 1 x 2.5mm sq. THHN insulated (<i>colour for neutral conductor</i>), stranded copper conductor cable (100 Metres/roll).	8	Rolls		
	Supply and install 1 x 1.5mm sq. PVC insulated (<i>green for grounding lighting circuits</i>), stranded copper conductor cable (100 Metres/roll).	8	Rolls		
	Supply and install 240V, 20A duplex receptacles in metal weather-proof box.	14	No.		
	Supply and install 120V, 20A duplex receptacles in metal weather-proof box.	14	No.		
	Supply and install 15A, 1-pole, 120V, toggle switch in standard 2"x4" metal utility box with metal face-plate.	6	No.		

SECTION VIII

TECHNICAL SPECIFICATIONS

General

Scope of specification

This specification covers the construction requirements for execution of electrical wiring at the power station of Lethem Power Company Inc. in Lethem, Region 9.

Materials and Workmanship

The works shall conform in all respects to the highest standards of engineering and workmanship, this specification and associated specifications, and the latest revisions of relevant standards and the National Electrical Code (NEC) at the time of offer. The Employer shall have the power to reject any work or material which, in his judgement, is not in full accordance therewith.

All materials and equipment supplied for the works shall satisfy all applicable ANSI, IEC, UL Listing or equivalent recognised standard.

The responsibility for the supply of the material and equipment is defined in the 'Scope of Work' section of the contract document. The general rule is that the materials and equipment that form part of the permanent installation will be supplied by the Contractor for the performance of the Works in accordance with the conditions stated in the Contract documents.

The Bidders are required to acquaint themselves fully with the terrain conditions of the location in the area of work and to satisfy themselves as to the difficulties likely to be encountered in access and working conditions before submission of their bids. The Employer will not entertain any claim on this account during the execution of the work. The Employer will facilitate visits by Bidders to work sites.

All construction work shall be done in a thorough and workman-like manner in accordance with the Specifications and Construction Drawings.

The Contractor shall supply all construction plant, tools, safety equipment, materials and labour to execute and complete the works required.

The Contractor shall be responsible for the setting out of the works to the approval of the Project Engineer.

The works to be executed shall include all works incidental thereto whether specified in detail or not and shall be carried out by the Contractor in accordance with the Specification and Conditions of Contract.

The Contractor shall provide and maintain adequate sanitation for all personnel engaged on the

works.

The Contractor's price shall include the supplying, maintenance, dismantling and removal as approved, of all necessary appliances, water, lighting and attendance needed for the construction to a standard acceptable to the Project Engineer.

The detailed scope of the work and work site are defined in the 'Scope of Work' section of the Contract Document.

Standards

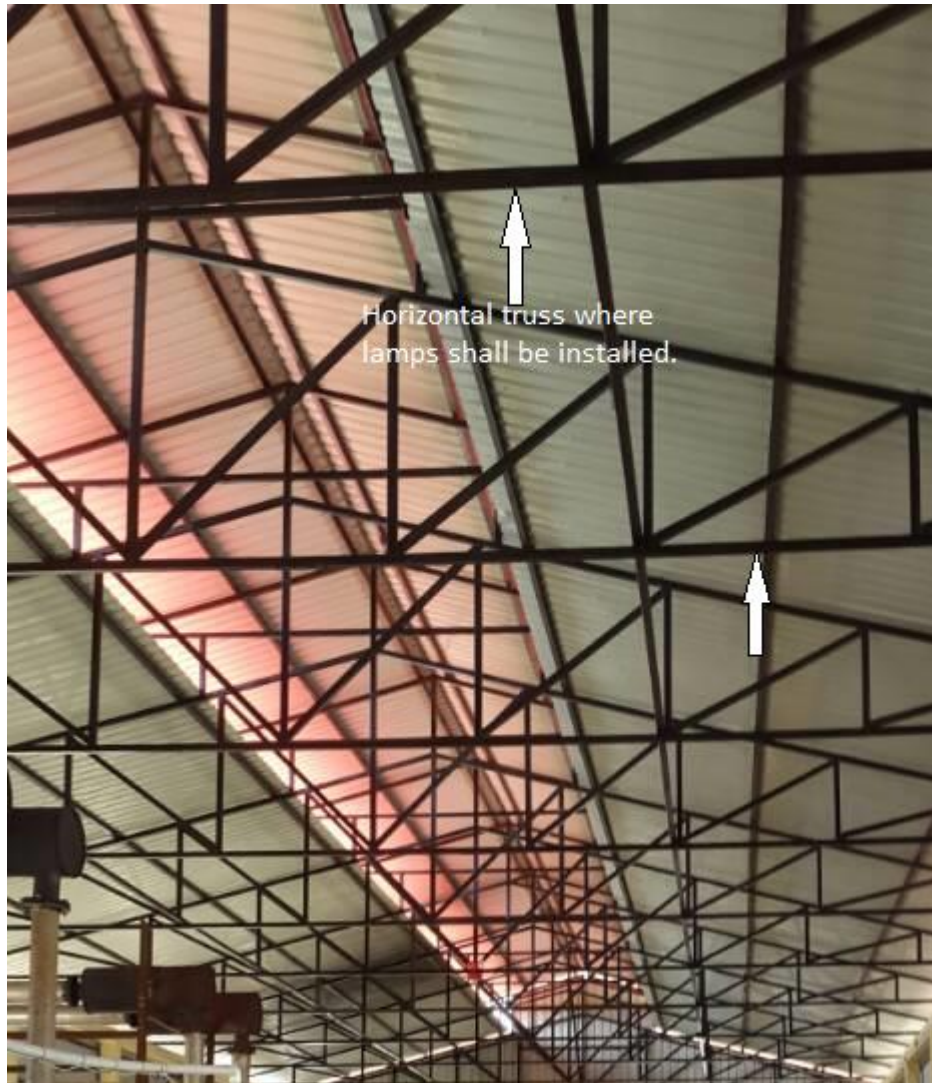
The latest edition of the National Electrical Code (NEC) shall be followed except where this specification and local regulations are more stringent, in which case this specification and local regulations shall govern in that order.

General Work Requirements

The specifications herein cover technical and general requirements for the ELECTRICAL WIRING OF THE LETHEM POWER COMPANY INC. POWER STATION. The scope of the specifications includes such aspects of materials supply and works as might reasonably be inferred as necessary for the proper functioning of the electrical installation, specifically mentioned or not.

The specific objective of the exercise is to supply and install the stated electrical devices and equipment in and around the power station building to provide primarily lighting and power outlets. Internal lamps shall be installed on the horizontal member of the metal roof trusses as shown in the picture below. The roof trusses are about 22 feet above the turbine floor. The switches for these lamps shall be located in the control room.

Both the 120 Volts and 240 Volts outlets are to be installed on the columns of the building as shown in the **Diagram 4** below. The building is about 40 feet wide and 140 feet in length. The height of the columns is approximately 22 feet high. All the outlets (*120V & 240V*) are to be enclosed in weather-proof metal boxes. In each case, both outlets will be mounted together, with the 240V outlet positioned at the top of the pair.



Photograph showing roof where lamps are to be installed on the roof trusses.

All sub-circuits (*including lighting and power circuits*) are to be installed in metal trunking and electrical metal tubing (EMT).

All systems shall be bonded and grounded in accordance with the NEC. The main grounding conductor shall be connected to the existing grounding system of the power station (*no ground rod is required*).

The necessary works are to be carried out in a manner as to avoid or minimize any interruption of the operations of the power station and the Lethem Power Co. Inc. The contractor will therefore have to work closely with the administration of the power station for scheduling his daily tasks.

All bidders are to cater in their pricing for all works related to the supply, installation, inspection, testing and commissioning of the electrical installation and related accessories at the location

stipulated.

All equipment and materials to be incorporated in the goods must be new, unused, and of the most recent or current models, and must incorporate all recent improvements in design and materials.

All goods offered must comply with the requirements of these specifications and the specification applicable to the particular item. Any minor departure/deviation must be disclosed at the time of bidding.

Environmental conditions and climatic conditions are to be taken into account. All materials must have a certification or listing from either Underwriters Laboratory (UL) or European Conformance (CE). Otherwise, details of the Quality Assurance governing the goods shall be supplied. If Manufacturers are certified to a recognized Quality Management and Quality Assurance Standards such as ISO 9001 or ISO 9002, such certification shall be submitted as part of the bid documentation.

Description of Works

The Contractor is to supply, install and commission the electrical system for lighting and power at the power station. The main electrical supply circuit (**Diagram 1**) is shown below. All the items shown in the circuit (essentially comprising the switchgear) are to be installed in the control room of the power station.

The lighting and power circuits, which are to be installed in and around the turbine floor building, are to be supplied from **Panel B** (*See Diagram 1*). Therefore, the circuits shall run from Panel B in the control room to the respective lighting and power circuits on the turbine floor.

Diagram 2 below shows a layout of the Control Room and Turbine Floor.

Other diagrams showing (i) lighting circuits (**Diagram 3**); (ii) power circuits (**Diagram 4**); and (iii) panel schedules (**Diagram 5**) are also shown below.

Note: The lighting circuits are to be installed with 1x2.5mm sq. cables with 1x1.5mm sq. cables to be used for grounding. Similarly, the power (receptacles) circuits are to be installed with 1x4.0mm sq. cables with 1x2.5mm sq. cables to be used for grounding.

Detailed specifications of the materials and equipment to be installed can be found under the section – Materials Specifications.

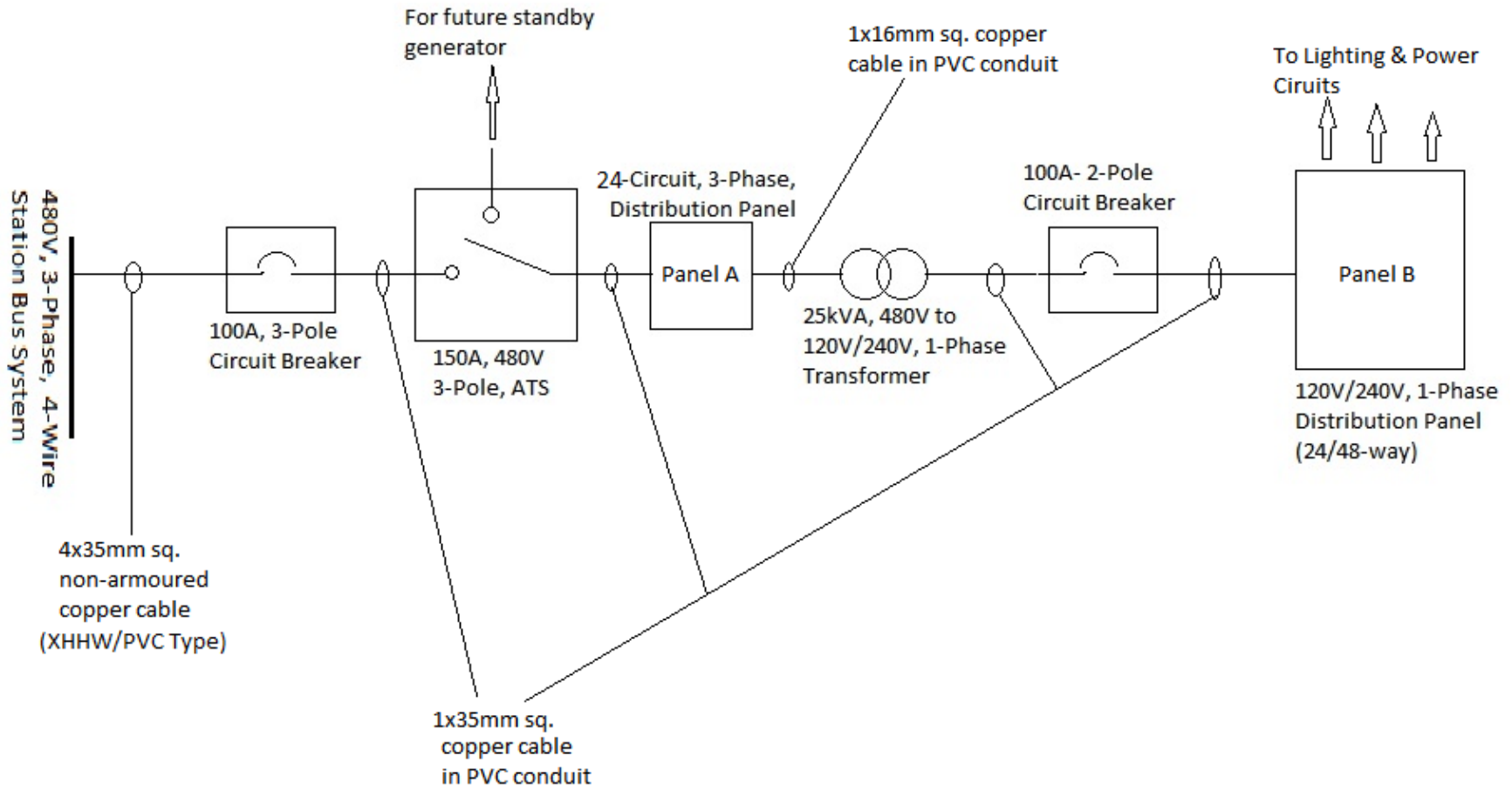


Diagram 1 – Main Circuit Diagram

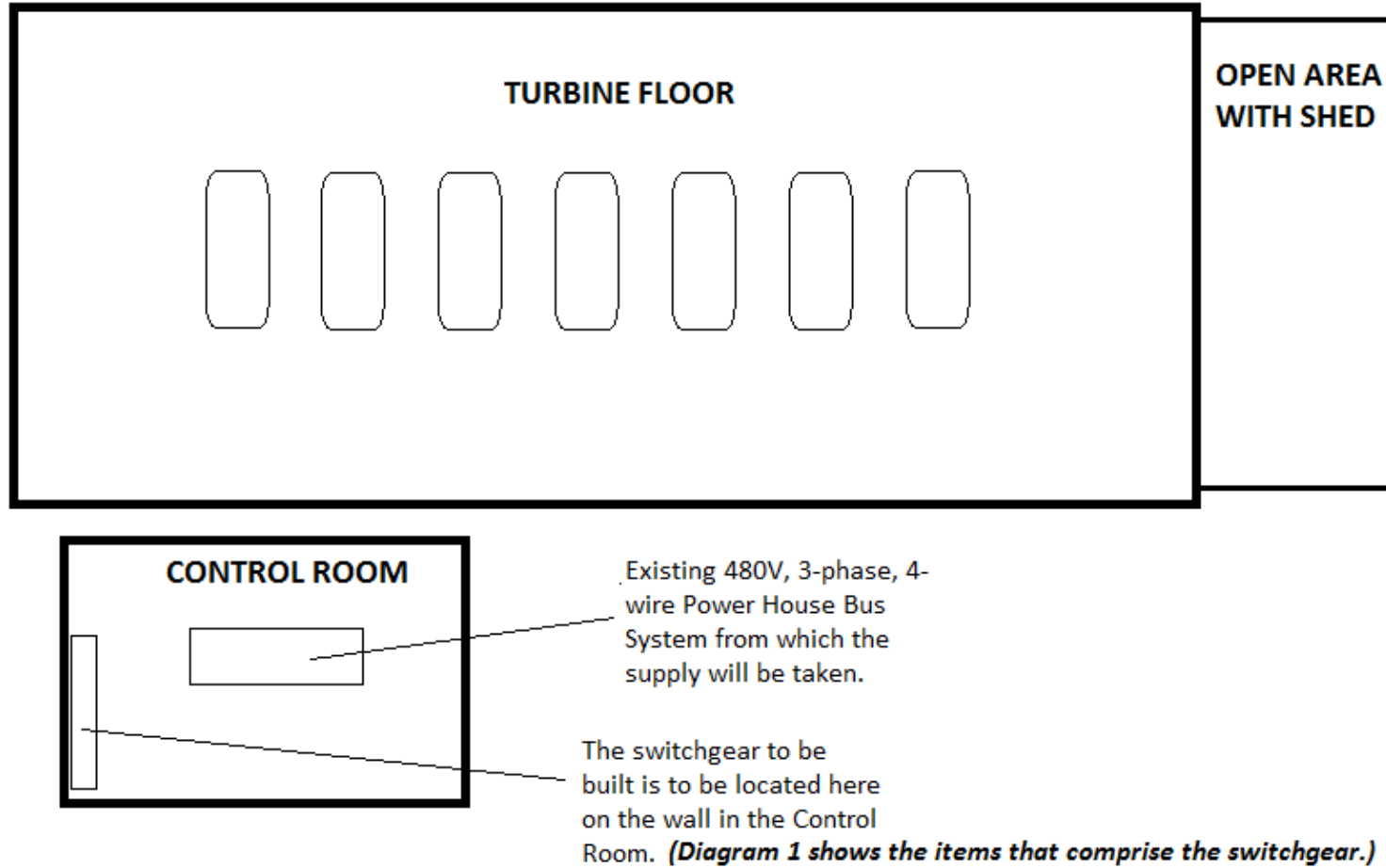


Diagram 2 – Site Layout

Lighting Circuits

KEY

- § - 15A, 1-pole, switch in Control Room
- ▭ - 2x24W, 100-277V, LED High-bay Lamp
- B23, B1 to B6 - Circuit breakers in Panel B
- - 70W LED Outdoor Lamp

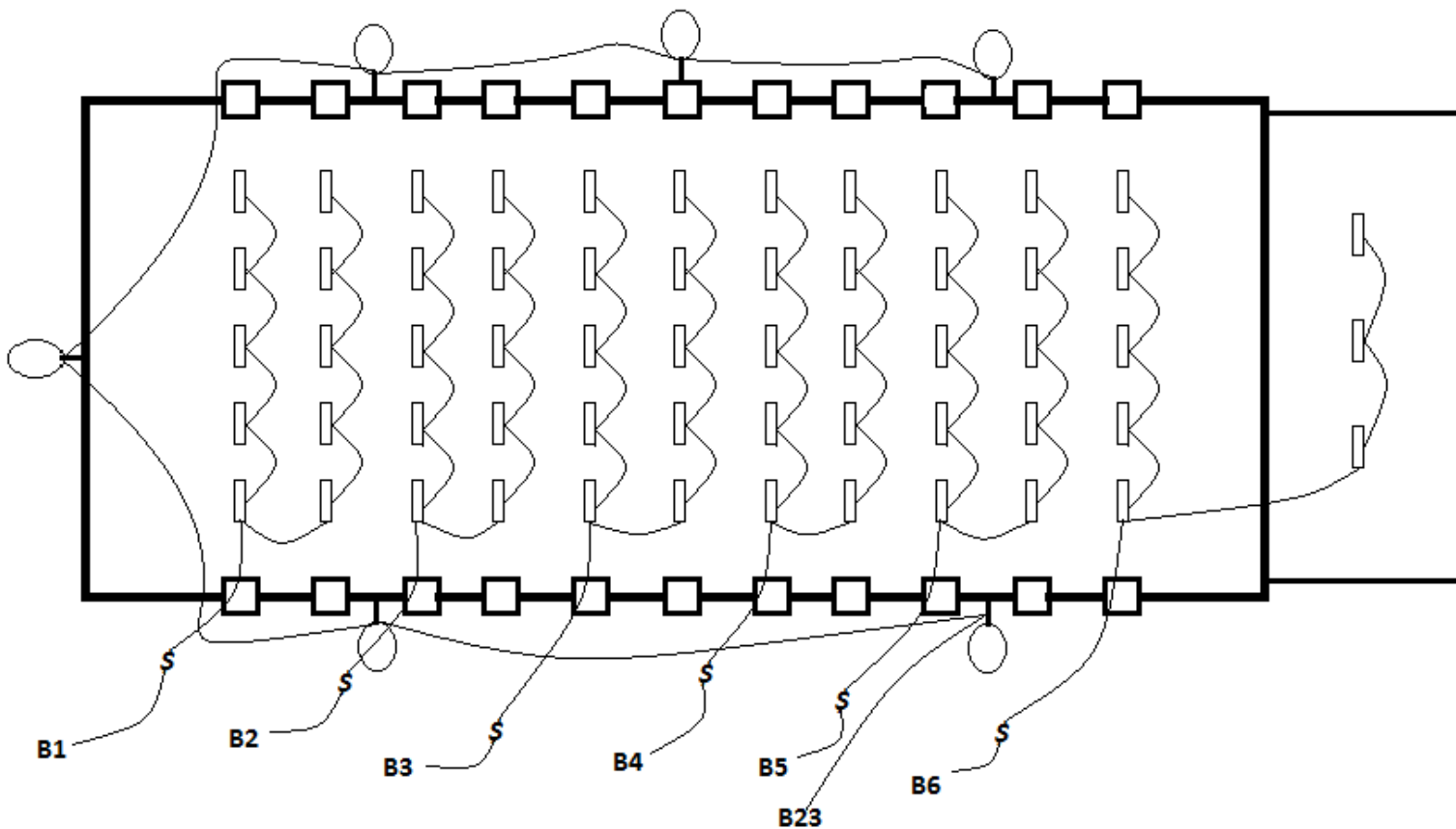


Diagram 3 – Lighting Circuits

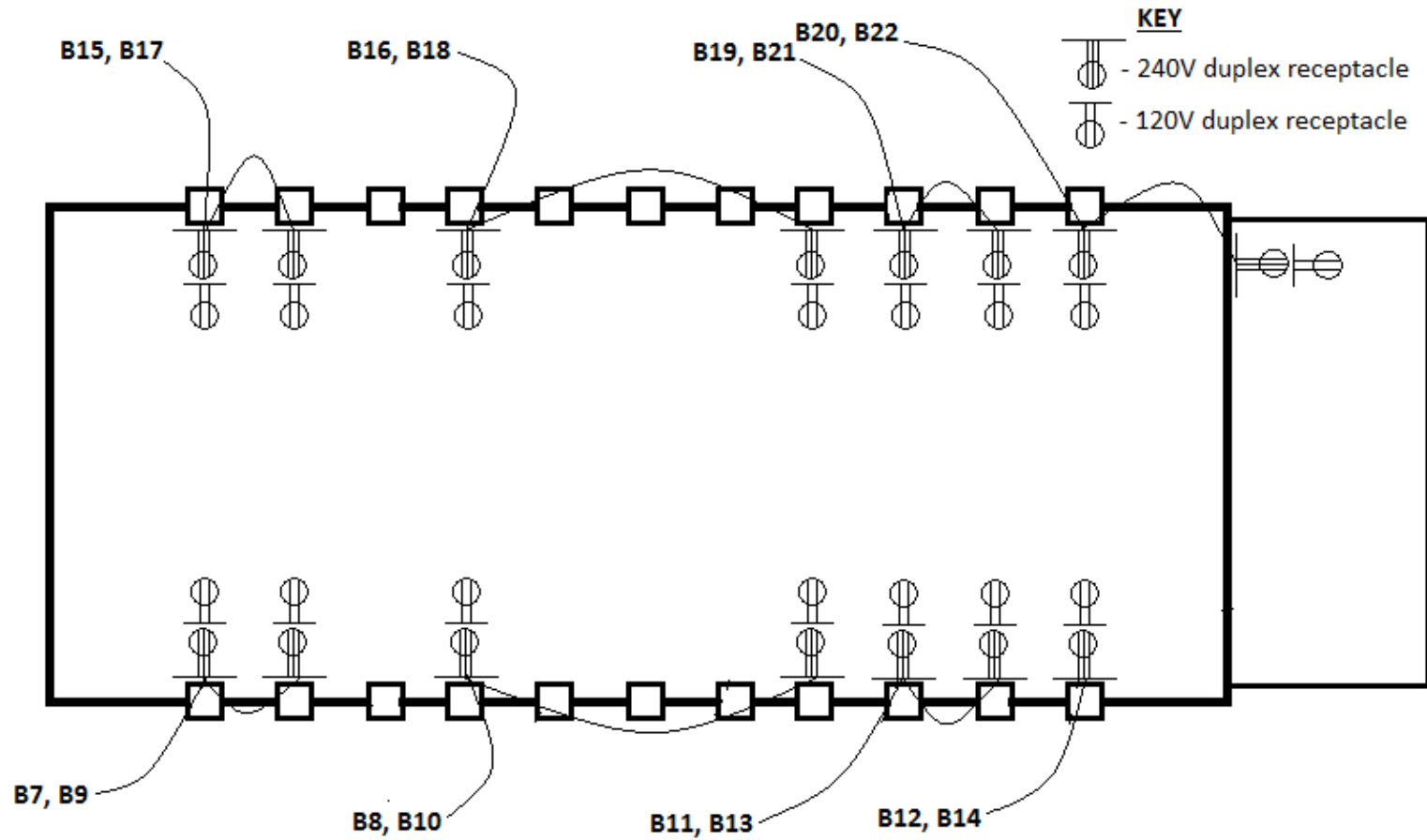


Diagram 4 – Power Circuits

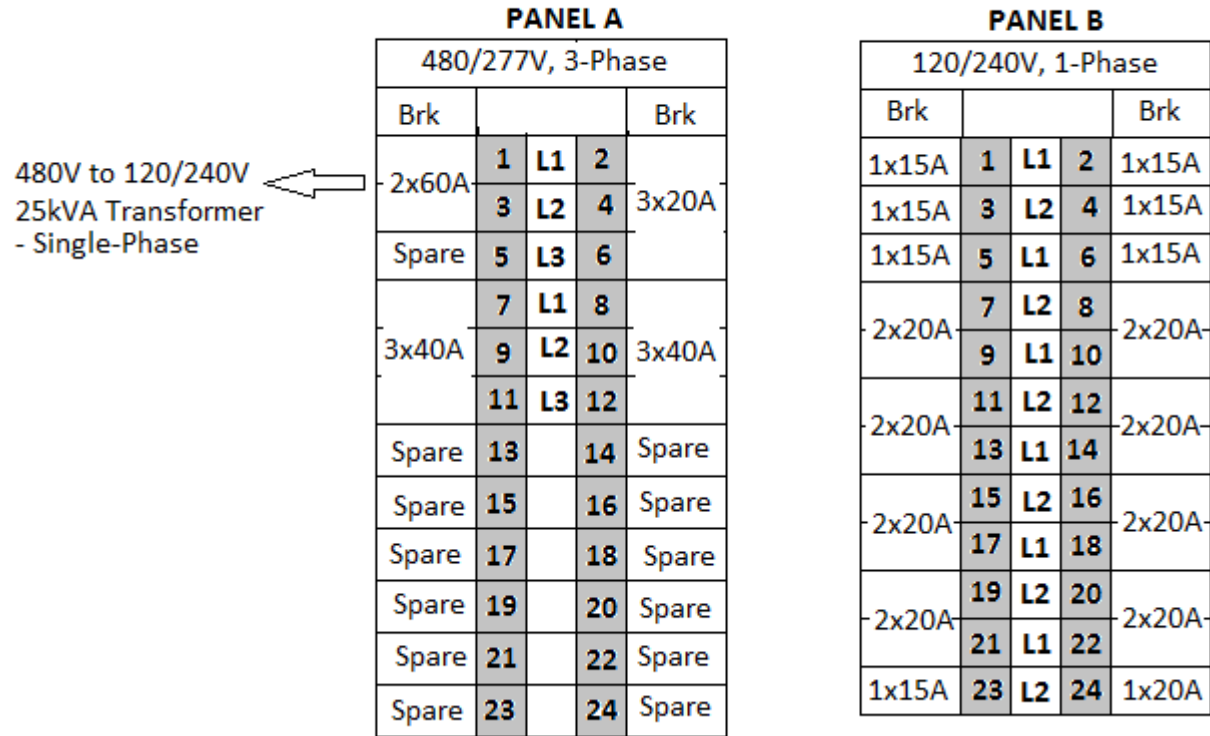
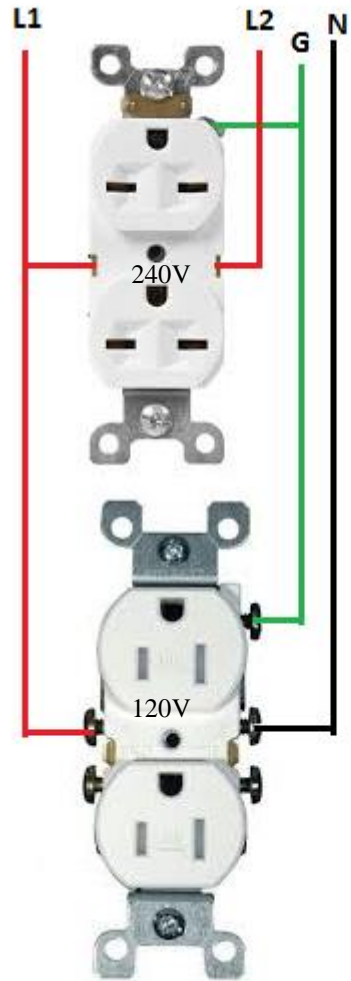


Diagram 5 – Panels Schedule



The diagram shows how the 120V & 240V duplex receptacles shall be connected (wired).

Diagram 6 – Wiring of Receptacles

Materials Specifications

Cables

4X35mm sq. – This cable shall be (i) type XHHW cable with XLPE insulation, PVC jacket and rated 600V; (ii) capable of operating in wet locations and ambient temperatures of 40 deg. C; (iii) of strand copper conductor; and (iv) UL Listed.

1x35mm sq. & 1x16mm sq. - These cables shall be (i) PVC insulated and rated for 600VAC; (ii) capable of operating in ambient temperatures of 40 deg. C and above; (iii) of strand copper conductor; and (iv) UL Listed or compliant with BS 6346 or equivalent standard.

1x2.5mm sq. & 1x4.0mm sq. - These cables shall be (i) THHN insulated and rated for 600VAC; (ii) capable of operating in ambient temperatures of 40 deg. C and above; (iii) of strand annealed copper conductor; and (iv) UL Listed, compliant with UL 83 or equivalent standard.

Main Circuit Breakers

These circuit breakers shall be moulded case type with thermal magnetic trip and lug-type terminal connections. They shall be UL Listed, CSA certified and enclosed in appropriate metal panels with anti-corrosive finish (*NEMA/UL Type 3R enclosures*).

Automatic Transfer Switch (ATS)

The automatic transfer switch shall be rated 150A, 480/277V, 3-Pole, 3-Phase. It shall include the following functions:

- Timer to start generator.
- Engine warm-up delay.
- Re-transfer time delay.
- Engine cool-down timer.
- System exerciser.
- Display to indicate status of utility and standby supplies.
- 3-Phase voltage sensing for utility and standby supplies.
- Shall have solid neutral.
- Shall be able to switch manually and automatically.
- Shall confirm to UL and CSA certification.

Load Centers

Panel A - This panel shall be rated for 480V/277V, 3-Phase, 4-wire supply. It shall be the main-lug type with bus-bars rated at least 100A and NEMA Type 2 enclosure. It shall have 24-spaces and fitted with the following **screw-down type** breakers:

- 1no. - 2x60A circuit breaker.
- 3no. – 3x40A circuit breakers.
- 13 spare spaces.

Certification – It shall be UL Listed

Panel B - This panel shall be rated for 120V/240V, single-phase, 3-wire supply. It shall be the main-lug type with bus-bars rated at least 100A and a NEMA Type 2 enclosure. It shall have **dual side neutral bar** and 24-spaces (*24/48-circuits*) and fitted with the following **plug-in type** breakers:

- 7no. - 1x15A circuit breakers.
- 8no. – 2x20A circuit breakers.
- 1no. – 1x20A circuit breakers.

Certification – It shall be UL Listed

Lamps

The **indoor lamps** be LED, high-bay type lamps suitable for commercial/industrial operations. Each fixture shall be approximately 1 foot wide and 4 feet in length and fitted with two (2) LED T8 tubes, each 4ft in length. Each LED tube shall be rated as follows:

- Equal or greater than 24W
- 2400 Lumens minimum
- 5000K – 5500K Light Colour
- 40,000 – 50,000 average lighting hours

The operating voltage of each lamp shall be 100V – 277V, 60Hz.

The lamps shall be UL or CSA Listed or have an equivalent certification.

Outdoor (Security) Lamps – These shall be outdoor type, suitable for area, sidewalk and perimeter lighting. Each lamp shall have a wall-mounting arm to project the lamp about 2.5 feet off the wall. It shall have a die casting aluminum housing, for passive heat dissipation, shock and erosion resistance. Each lamp shall be rated as follows:

- 70W
- 7000 Lumens minimum
- 5000K – 5500K Light Colour
- 40,000 – 50,000 average lighting hours

The operating voltage of each lamp shall be 100V – 277V, 60Hz. It shall be fitted with photocell for automatic dusk to dawn operation.

The lamps shall be UL or CSA Listed or have an equivalent certification.

Receptacles

The 240V receptacles shall be the duplex, commercial-grade type rated for **20A (NEMA 6-20R)**. They shall be supplied with metal weather-proof utility boxes.

The 120V receptacles shall be the duplex, commercial-grade type rated for **20A (NEMA 5-20R)**. They shall be supplied with metal weather-proof utility boxes.

The receptacles must be mounted in pairs of 240V and 120V types, with the 240V receptacle mounted at the top. The pair shall be mounted in a manner where the bottom of the 120V receptacle falls 2 Feet above the floor.

All receptacles shall be UL listed.

Light Switches

These switches shall be single-pole, toggle-type and rated at 120V, 15A. They shall be able to fit in the standard 2-inch x 4-inch metal utility box.

The switches shall be mounted with the level 54 Inches above the floor.

The switched shall be UL listed (UL20 or equivalent).

Transformer

The transformer shall be dry, indoor, air-cool, general purpose type. It shall meet the following specifications:

- Phase – Single Phase
- Frequency – 60Hz
- Input Voltage – 480V normal; this input (primary) side shall have taps for voltage adjustments of +/- 2.5% and +/- 5.0%.
- Output Voltage – 120V/240V, 3-wire
- Efficiency – 98%
- Basic Impulse Level (BIL) – 10kV

The core and windings shall be enclosed in resin or epoxy to provide a moisture proof, shock-resistant seal.

The winding insulation class shall be able to withstand a temperature rise of at least 50 degree C. above an ambient temperature of 40 degree C.

The transformer enclosure shall be made of heavy-gauge steel and finished with an anti-corrosive coating that can withstand a temperature rise of 50 degree above ambient temperature.

The transformer shall conform to one or more of the following or equivalent standards:

- UL 1561
- NEMA ST-20
- ANSI C57.12.01
- IEC 60726 for CE-marked ventilated models

Trunking

The trunking shall be 100mm x 100mm (4"x4") and 3m in length. It shall be made of galvanised steel of nominal thickness 1.4mm. It shall carry connection lid to facilitate joining of trunkings or be supplied with the necessary couplings. It shall also be supplied with a number of 100mm x 100mm 90 degree bends and "tees" as specified in the Bill of Quantities.

The trunkings shall be used to construct raceways from the Control Room to the generator house, and around the perimeter of the turbine floor to accommodate the lighting and power cables.

The trunking shall confirm to BS EN 10346 or equivalent standard.

Electrical Metal Tubing (EMT)

The EMT shall be 20mm diameter and 3m in length. It shall be zinc- or similarly coated for corrosion protection.

The EMTs shall be supplied with the necessary couplings, male adaptors, etc. for joining EMTs and connecting them to utility boxes and trunking.

The EMTs and related item shall be UL listed.

IX

QUALIFICATION INFORMATION

1. For individual bidders or individual members of a partnership

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

a) License No. and its validity period to execute the Works: _____ (**attach copy**)

b) Place of registration: _____

c) Principal kind of business: _____

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

1.2 Total volume of the Works executed for the last (2) two years in GY\$: _____

FORM AC - 1

Form of Power of attorney

1.3 Provide a power of attorney for the Contractor using the format presented below.

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 _____ 2016.

(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.

FORM AC – 2
LITIGATION FORM

1.1 Provide information on **Current Litigation** (*and recent – within past 2 years*) in which the Bidder was involved.

<i>Item</i>	<i>Other Party (ies)</i>	<i>Cause of Dispute</i>	<i>Disputed Settlements Amounts</i>

Note: In a case where the Bidder is not involved in any litigation, a formal statement must be provided on the firm's official letterhead, and signed by a competent person authorized by the Contractor.

FINANCIAL CAPACITY

- 1.4 Evidence of **access to financial resources** to meet the qualification requirements:
- 1.4.1 **cash in hand** (*e.g. A recent bank statement dated no earlier than one (1) month prior to the bid closing date*)
- 1.4.2 **Lines of credit**, etc. (*e.g. A recent line of credit dated no earlier than one (1) month prior to the bid closing date from a bank and/or relevant suppliers.*)

NOTE: Attach copies of all applicable supporting documents.

FORM TC – 1

RECORD OF PAST WORK EXPERIENCE

- 1.5 Submit list indicating record of **past experience as a contractor** during the last ten (10) years. The value is indicated in GY\$.

 - 1.5.1 Highlight works done of a **similar nature as a contractor** over the period.
 - 1.5.2 Highlight and provide evidence of works done as a **sub-contractor** over the period if applicable.

<i>Item #</i>	<i>Project name and location</i>	<i>Name of Employers and their telephone numbers</i>	<i>Items of Works and Year of Completion</i>	<i>Value of Contract (GY\$)</i>

NOTES:

- *Attach subcontract agreement where applicable.*
- *Duplicate as many pages of this form as necessary and sign each page.*

Authorized Signature:

Date:.....

FORM TC – 3

TECHNICAL PERSONNEL

1.7 Qualifications and *experience of employees* proposed for the key administrative and line positions in order to execute the Contract.

<i>Position</i>	<i>Full Name</i>	<i>Years of experience</i>	<i>Years of experience at similar position</i>
Electrical Supervisor			
Lead Electrician			

NOTE:

1. Provide detailed Curriculum Vitae with qualification and experience of all technical personnel listed in the above table
2. All technical personnel listed in the above table will be required to Signed Credential Forms.

Duplicate forms as necessary.

FORM TC – 4

TECHNICAL PERSONNEL CREDENTIALS FORM

The Permanent Secretary
Ministry of Public Infrastructure
Fort Street,
Kingston,
Georgetown.

Dear Sir,

Rehabilitation of Work Services Group Building (WSG)
: *[Indicate applicable Lot]*

RE: Project Engineer

I refer to the above captioned ‘**Tender Documents**’ and hereby grant permission for
..... *(name of contractor)* to
use my credential in the bidding process. Appended is my curriculum vitae.

Yours Sincerely,

Signature of Project Engineer:

Name of Project Engineer:

Date:

NB – All key technical personnel proposed by the Contractor (i.e. engineer, land surveyor and construction foreman, etc.) are required to complete and sign a separate technical personnel credential form.

FORM TC – 5

1.8 ***Main subcontractors proposed for executing aspects of the works*** (as required)

<i>Nature of Works</i>	<i>Value of Subcontract</i>	<i>Subcontractor (name, address, telephone number)</i>	<i>Years of experience in carrying out similar works</i>

1.9 Presences of *tax debts (GRA), of payments to Social Fund (NIS) (reply and attach supporting documents)*.

FORM TC – 6**CURRENT CONTRACT COMMITMENTS/WORK IN PROGRESS**

- 1.10 Bidders should provide information on their **current contract commitments** on all contracts similar in nature, size and complexity.

<i>Item #</i>	<i>Name of Contract</i>	<i>Contact Information for Client</i>	<i>Value of Contract (GY\$)</i>	<i>Status - % of Works Completed</i>	<i>Estimated Completion Date</i>

NOTE: Duplicate forms as necessary.

2. For a partnership (syndicate)

- 2.1. Information requested at 1.1 to 1.8 shall be provided for each partner of the partnership (syndicate).
- 2.2. Information requested at 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 _____2017

EVALUATION CRITERIA

1.0	Administrative Compliance	Form	Submitted (Yes/No)	
1.1	Submission of Valid Bid Security in the required amount (<i>G\$300,000</i>)	–		
1.2	Submission of Valid Business Registration	–		
1.3	Submission of Valid GRA Compliance Certificate (Compliance must be in the registered business name of the firm)	–		
1.4	Submission of Valid NIS Compliance Certificate (Compliance must be in the registered business name of the firm)	–		
1.5	Completion of Form of Tender (signed and dated)			
1.6	Completed Priced Bill of Quantities	–		
1.7	Power of Attorney of Signatory to sign Bid (attach copy) - Applicable for Companies	AC - 1		
1.8	Submit statement of any or no Litigation Against Company	AC - 2		
1.9	Submission of an Original & one (1) copy of Tender Document	–		

NB – Bidders found non-responsive to ANY of the above criteria would be eliminated from further evaluation for this project.

2.0	Financial Compliance	Form		
2.1	Audited Financial Statement for the last three (3) years; <i>i.e. 2013, 2014 and 2015 - (Applicable for Companies)</i>	–		
2.2	Annual Financial Statements for the last three (3) years, <i>i.e. 2013, 2014 and 2015 - (Applicable to firms that are not registered companies)</i>	–		
2.3	Evidence of established financial capacity or credit arrangements (with reputable businesses) representing a minimum value of <u>25% of Bid Price</u>	–		
2.4	Authority to seek Reference from Bidder's Bank <i>(Applicable where Bidder provides documentation from a banking institution)</i>	–		

NB – Bidders found non-responsive to any of the above criteria would be eliminated from further evaluation for this project.

3.0	Technical Compliance	Form		
3.1	Record of Past Experience inclusive of Works of a Similar Nature	TC - 1		
3.2	List of Equipment available to the Firm/Company	TC - 2		
3.3	Adequate information on the Qualifications & Experience of Key Personnel (Provide detailed and signed Curriculum Vitae for all listed technical personnel)	TC - 3		
3.4	List of Current Projects being undertaken indicating current status of Contract	TC - 6		
3.5	Submission of Organization Structure for firm			
3.6	Submission of a Detailed Work Programme (Schedule of Work) for implementing the works under the contract			
3.7	Submission of Detailed Method Statement relevant to the works to be implemented			

DETAILED ASSESSMENT OF TECHNICAL CRITERIA

3.1	RECORD OF PAST EXPERIENCE FOR THE LAST TEN (10) YEARS		Form	Yes	No
	The Contractor must have completed a minimum of two (2) contracts involving EMT during the last two (2) years to a minimum value of 4 Million Guyana Dollars per contract.		TC - 1		
3.2	MAIN EQUIPMENT (Bidder must show proof of ownership or lease agreement for equipment)		Form	Yes	No
	Minimum Quantity				
	1 Set	Metal Conduit Bender	TC - 2		
	1 Set	Scaffolding	TC - 2		
	1	Hammer Drill Machine	TC - 2		
	2	Cordless Drill Machines	TC - 2		
3.3	KEY PERSONNEL (All personnel are required to sign and date credential form)		Form	Yes	No
	Electrical Supervisor with valid contractor licence and minimum general experience of ten (10) years with five (5) years' experience with metal conduit installation.		TC - 4		
	Lead Electrician (5 years minimum experience in industrial/commercial wiring)		TC - 4		
			TC - 4		
3.4	OUTSTANDING PROJECTS BEING UNDERTAKEN		Form	Yes	No
	Adequately demonstrate the capacity to undertake the scope of works defined in this tender, in addition to current project engagements		TC - 6		

FINANCIAL ASSESSMENT

- a) Tender Corrections: All responsive bidders are checked for arithmetical and other accuracies errors to show corrected original tendered sums.
- b) A bidder must have scored ALL “**Yes**” for the Non-Financial Assessment before being considered for Financial Assessment. A bidder obtaining “**NO**” for any of the Non-Financial Criteria shall be deemed Non Responsive and be disqualified from the evaluation process.
- c) 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.

SECTION X

SAMPLE FORMS

Contractor’s Bid

Title of Contract: Construction of New Office Building, Lethem Power Company Inc.

To: **CEO – Hinterland Electrification Company Inc.**

Having examined the Bidding Documents, we offer to execute the Rehabilitation of Work Services Group Building (WSG), in accordance with the GCC accompanying this Bid for the Contract Price of

Guyana Dollars G\$ [_____], as per details given in the priced bill of quantities. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and, if required, Bid Security as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1;

We have no conflict of interest in accordance with ITB Sub-Clause 4.2; our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—have not been declared ineligible under the Employer’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Guyana.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We are registered / not registered in Guyana (Firms who are registered should attach documents to confirm their compliance with GRA / NIS regulations).

Name of Bidder

Address:

.....

Authorized Signature:

Date.....

Forms of Contract

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

BETWEEN the Employer (name and address of organization)

and the Contractor (name and address of organization)

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

In view of that the Employer wishes to have the Contractor execute _____

(name of contract)

(hereinafter called the Works) and the Employer has accepted the Contractor' Bid for the execution and completion of the Works, and for correction of any defects therein. THIS CONTRACT WITNESSES the following:

1. The words and expressions in this Contract have the same meanings as they do in the General Conditions of Contract.

2. Below listed documents shall form this Contract and shall be deemed the integral part of it, namely:

Contract,

- Letter of Acceptance,
- Contractor's Bid,
- Special Conditions of Contract,
- General Conditions of Contract,
- Technical Specifications,
- Drawings,
- Priced Bill of Quantities, and priced Consumable Materials ; and,
- Other documents included in the Contract Documents:

(specify additional documents which the Employer is intended to include in the Contract Documents according to the General Conditions of Contract)

3. Taking into account the payments to be made by the Employer to the Contractor in accordance with the above-stated, the Contractor shall enter into the Contract with the Employer to execute and complete the Works, and to correct any defect therein in full accordance with conditions of the Contract.

4. The Employer shall pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

EMPLOYER

CONTRACTOR

 (signature and seal)

 (signature and seal)

 (name, last name, title)

 (name, last name, title)

WORK ORDERS

Contract No:	Dated:
Employer (<i>name of organization</i>):	
Contractor (<i>name of organization</i>):	
Amount of Work order GYD:	
Agreed (<i>signature of the person agreed with Work order</i>):	
Date of agreement:	

Work order NO. ____

(to be made up by the Employer for any change against decrease or increase of items of works)

<i>No</i>	<i>Name of item and consumable materials</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit price in Bill of Quantities</i>	<i>Unit price offered</i>	<i>Value of change</i>	<i>Contractual value</i>	<i>Amount of increase (+) decrease (-)</i>
I	Use of unit prices							
II	Consumable materials							

Signature of Contractor _____

Signature of Engineer _____

SETTLEMENT

Payable contract No. ____ dated ____ _____ 201__

No.	Types of settlement	Amount(G\$)
1	Initial Contract Price	
2	Total amount of Work orders	
3	Total Contract Price - total	
4	Works done for the previous period	
5	Works done for the last month	
6	Works done for the previous period according to Work orders	
7	Works done for the last month according to Work orders	
8	Works done from the Start Date – total	
9	Advance payment made	
10	Advance payments retained for repayment for the previous period	
11	Advance payments to be retained for repayment for the last month	
12	10% retained from the volumes of works done for the previous period	
13	10% to be retained from the volumes of works for the last month	
14	Other retention	
15	Total to be retained	
16	Total to be paid	
17	The remaining amount by the Completion Date	

The Employer

the Contractor

_____ Seal

_____ Seal

(signature, full name, title)

(signature, full name, title)

Form of 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 _____ GYD (*amount of guarantee in figures and words*), and we undertake to pay you on you 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 percent (80%) 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 _____ 201__.

Address of the Bank issued the guarantee: _____

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 _____ 201__, 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

