

Request for Quotations



**ELECTRIC POWER CORPORATION
PROCUREMENT OF SOLAR & UPS SYSTEMS
Ref: SAMEPC06/2026**

DATE OF ISSUE: 26th March 2026

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PART 1: Instructions to Bidders

1. Scope

- (a) the Purchaser is the Electricity Power Corporations (Principal) acting on behalf of the Government of the Independent State of Samoa through its Ministry of Public Enterprises.
- (b) This Request for Quotation applies to the procurement of SOLAR and UPS SYSTEMS.

2. Bidder's Eligibility

- (a) The Bidder must be a bona fide business entity recognized by the Principal to be suitably qualified, experienced and financially resourced, and must:
 - (i) Submit a copy of its currently valid Business License if it is a local business;
 - (ii) Provide a Certificate of Incorporation if the bidder is a company;
 - (iii) Submit a notarized power of attorney authorizing the signatory of the Quotation to represent the Bidder, sign the Quotation and accept a Purchase Order
- (b) The Principal reserves all rights to reject any or all quotations submitted and ask all potential Bidders to re-submit quotations.

3. Bidder Qualification - A Bidder or contracting firm must provide:

- (a) description of items or services related to those items, of similar nature & value with the items or services the subject matter of this RfQ, that the Service Provider satisfactorily completed within the last two years – these items or services must have an annual average value of **SAT\$50,000** or more.
- (b) details of all contracts for similar supply or those currently in progress.
- (c) a bank statement in the name of the contracting firm for the immediately past twelve months,
- (d) references & contract details of past and present clients who can attest to good character and reliability.

- (e) detailed work plan or delivery program that details how the Bidder will provide the service within the timeframe of the services presently the subject matter of this RfQ.

4. Responding to the Request for Quotation

- (a) In responding:
 - (i) the Bidder shall verify and take care to comprehend the description and specification of all items.
 - (ii) the Bidder shall enter unit prices, extended prices and total price on the Request for Quotation form.
 - (iii) the Bidder shall verify its agreement with stated provisions for quotation validity, delivery period, warranty period, manufacturer's authorization & performance security. All variations from stated conditions shall be explained in a covering letter.
 - (iv) the Bidder is responsible for providing a complete and correct quotation. An incomplete quotation may be grounds to reject any quotation submitted.

5. Quotation Price:

- (a) prices shall be quoted in either Samoan Tala, New Zealand Dollars, Australian Dollars or United State Dollars.
- (b) prices shall be fixed for the duration of the specified period for delivery.
- (c) unless otherwise stated, the quotation shall be for the full quantity stated on the Request for Quotation.

6. Bid Security

- (a) A Bid Security is not required.
- (b) The Bid shall be valid for the period identified in the Request for Quotation.
- (c) A Bidder who, without good cause, withdraws during the period of quotation validity, or does not accept corrections of errors, or fails to accept the Purchase Order if offered or fails to produce the Performance Security (if required) will be excluded from participating in Request for Quotation process for one year.

7. Quotation Submission

- (a) The bidder may submit more than one quotation, provided quotations are for substantively different goods meeting the same description or specification.
- (b) quotations should be submitted to the **General Manager, Electric Power Corporation, 5th Floor TATTE Building, Sogi**, no later than the specified time & date as stated in **Part 3**
- (c) Subject to ITB 8(d), late quotation will not be considered and shall be returned to the Bidder unopened.
- (d) However, the Principal reserves the right to retain and open late quotation if the number of quotations received is less than three (3).

8. Quotation Opening

- (a) The opening of quotations will be undertaken by officers of the Principal & representatives of the corporation.
- (b) The opening of the quotation shall be opened to bidders, who/m submitted their Bids; and interested members of the public to attend.
- (c) The results of the quotation evaluation shall be available on request, denoting only the successful bidder.

9. Quotation Evaluation & Contract Award

- (a) Quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified technical schedules, commercial conditions and this ITB.
- (b) The Bidder found to be substantially responsive after the evaluation shall be awarded the contract. That bidder then becomes the Successful Bidder.
- (c) After arithmetical checking and correction, the quotation of the bidder(s) found to be substantially responsive shall be evaluated for lowest price, which shall be the basis of award.
- (d) Award notification shall be effected by the Principal issuing the Letter of Award (see Part B) to the most substantially responsive Service Provider.
- (e) Once the letter of Award is signed by both parties the:
 - i. Request for Quotation at Part 3; and

- ii. The General and Special Conditions at Part 4; and
- iii. Services specification, Occupational Health and Safety ('OHS') Instruction and Action Scheduled work times at Part 4;

Shall be the terms and conditions which will govern the implementation of the Service. The Principal shall be termed the 'Employer' and the most substantially responsive Bidder shall be termed the 'Contractor'.

- (f) Notwithstanding the above, the Principal reserves the right to accept or reject any quotations, or to cancel the quotation process at any time prior to the award.
- (g) The unsuccessful Bidder may, with 7 days of the announcement of the award, request reasons why it/they were no successful, but cannot request reasons why other Bidders were not successful.

10. Performance Security

- (a) If a Performance Security is required, the Purchaser shall issue a Letter of Acceptance which shall serve as notification of award.
- (b) The Bidder shall provide a Performance Security within seven days of the letter of award, in the amount specified in the Request for Quotations.

11. Insurance

- (a) The basis of the agreement between the Purchaser and the Bidder will be delivery and acceptance at the named place for delivery. The Bidder will bear all risks for transportation between point of dispatch and point of delivery.
- (b) Accordingly, the Bidder shall arrange appropriate insurance cover.

12. Packaging & Delivery

- (a) the Bidder shall ensure that all goods are appropriately packaged to avoid physical damage, breakage or corrosion.
- (b) delivery shall be made to the specified place of delivery within the specified delivery period.

13. Payment: The Purchaser shall make payment to the Bidder within 30 days of delivery of goods and completion of related services.

14. Inspection of Goods/Products

The Principal may request to view the items of Goods/Products during the evaluation of the Bidders bid to deliver goods or goods related services.

15. Warranty

The Bidder must provide a warranty for all goods/item to be provided, for the period set out in RfQ (see Part 4).

16. Corrupt & Fraudulent Practices

The Purchaser requires that Bidder observe the highest standards of ethics during the procurement and execution of government contracts, to the extent that corrupt, fraudulent, collusive and coercive practices and conflict of interest occurring in quotation, delivery & completion processes may result in disqualification, termination of purchase order and penal sanctions.

Eligibility/ Qualifications Compliance

No.	Complies? tick	No.	Complies? tick
2a		3a	
2b		3b	
		3c	
		3d	
		3e	

PART 3: REQUEST FOR QUOTATION



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

Employer Name Electric Power Corporation
Employer Address Level 5 [TATTE Building SOGI

APIA

SAMOA

Contact Details Facsimile number: +685 8465500

Electronic mail address: leapaia@epc.ws or
suisalag@epc.ws

REQUEST FOR QUOTATION: PROCUREMENT OF SOLAR & UPS SYSTEMS

Please provide your quotation by **11.00am on 21 April 2026** to the following address:

General Manager, Electric Power Corporation, 5th Floor TATTE Building, Sogi

RFQ NAME.	PROCUREMENT OF SOLAR & UPS SYSTEMS		RFQ No.	SAMEPC06/2026
TO	SERVICES PROVIDER NAME	<i>(enter Services Provider name)</i>		
	CONTACT PERSON	<i>(enter name of coordinator/ liaison person)</i>	TEL.No.	
	OFFICE ADDRESS	<i>(enter street/ road name and township name)</i>		

Please provide your quotation for the following minor GENERAL SERVICES – Provision of SOLAR & UPS SYSTEMS **11.00am on 21ST of April 2026**) at the following address:

Quotation Validity		90 calendar days			
Required Completion Period		3 Months			
Required Completion Date					
Defects Liability Period		<i>Monthly (enter approving office name)</i>			
Performance Security		<i>(enter approving officer title)</i>			
Performance Security type		NOT APPLICABLE - Securing Declaration			
THE SUPERVISING TECHNICAL ENTITY IS :		EPC			
THE SUPERVISOR IS :		<i>Asolima Leapai</i>			
Lot	Item Description	Unit		Extended Price	
1					
2					
3					
4					
5					
WORK SCHEDULE/ BAR CHART	X	Bank Statements	X	WORK PROGRAM/ METHODOLOGY	X
PAYMENT SCHEDULE		EQUIPMENT SCHEDULE		KEY PERSONNEL	X
ORGANIZATION CHART	X	SUBCONTRACTORS		MATERIAL SOURCES	X

(sign & stamp)

Service Provider's Authorized
Officer
Date

PART 4: GENERAL CONDITIONS OF CONTRACT

1 **APPLICATION CONTEXT:** These Conditions apply only for use within the Independent State of Samoa for contracts awarded through request for Quotation processes for procurement of Goods and Goods related services within Instructions 3.7 of Part K of the Treasury Instruction 2013.

2 **NAMES OF PARTIES:** relative to the categories named in RfQ (see Part 3) above, the Purchaser will also be named the 'Principal'.

3 **CONTRACT DOCUMENTS:** Subject to the order of precedence set forth in clause 4 of these GCC, all documents forming the Contract (and all of its parts) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

4 **ENTIRE AGREEMENT:** The Contract constitutes the entire Agreement between the Principal and the Service Provider and includes the following documents which replaces all communications, and agreements (whether written or oral):

- a. the Request for Quotation, RfQ Ref No. SAMEPC06/2026 (the 'RfQ') inclusive of Instructions to Service Providers;
- b. these General Conditions of Contract;
- c. Special Conditions of Contract;
- d. Minutes of Contract Negotiations
- e. Work Specifications, OHS Instructions & Activity Schedule Work Items.

5 **CONTRACT PERIOD:** This Contract shall commence on the date specified in the SCC and shall be for a period as identified in the SCC (the 'Completion Period') and shall be completed by the Completion Date identified in the SCC.

6 **CONTRACT PRICE:** The Employer shall ONLY pay to the Service Provider the Contract Price set out in the SCC. The Service Provider shall provide the Employer or the Principal's Representative with a Claims for Payment which shall:

- a. state the amount of the contract price received to date;

- b. the amount of the Claim for Payment including the Head of Cost under which it is claimed;
- c. detail the Works performed and completed since the previous claim for Payments including the materials used;
- d. report on the progress of the Cleaning & Maintenance

The Principal's Representative shall issue a Progress Payment Certificate once he/she is satisfied that the Claim for Payment is bona fide. The Employer must pay the amount in the Claims for Payment 14 days from when he/she is satisfied with the Claim for Payments.

The Principal shall retain a certain percentage, set out in the SCC, of the total quoted price until the completion of the Defects Liability Period.

7 **PRINCIPAL'S REPRESENTATIVE:**

The Principal's Representative shall be an Employee of the Principal responsible for liaising with the Service Provider and general administration and supervision of the Services. The Principal's Representative is set out in the SCC.

8 **AMENDMENT:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to this Contract and is signed by a duly authorized representative of each of the Parties to the Contract.

9 **LANGUAGE:** The applicable language of the Contract is English.

10 **LAW:** The applicable law of the Contract is the law of the Independent State of Samoa.

11 **INTERPRETATION:** If the context requires it, singular means plural and vice versa. The reference to one gender shall mean the other gender. All monetary references shall be to Samoan Tala unless otherwise stated.

12 **COMMUNICATIONS/NOTICES:**

Communications between parties to the Contract shall be effective only when communicated or delivered in written form with proof of receipt, to the address specified in the SCC.

13 **COPYRIGHT:** Both parties shall observe requirements of the Samoa Copyright Act 1998 and international conventions

concerning material produced by third parties.

14 **DOCUMENT OWNERSHIP:** Unless otherwise provided in Contract schedules and as applicable to Contract category, all plans, specifications, designs, reports, other documents and software prepared by the Service Provider shall become and remain the property of the Employer, without encumbrances of ownership by other parties. The Employer shall establish proof of ownership of existing materials provided to the Service Provider for contract performance and the Service Provider shall establish the right to use and reproduce any materials produced by third parties to be used in contract performance.

15 **CONFIDENTIALITY:** The Parties shall keep confidential and shall not divulge to any third party any documents, data or other information furnished directly or indirectly in regard to the Contract, without written consent of the other Party.

16 **CONFLICT OF INTEREST:** The Service Provider shall not have a conflict of interest. The Service Provider warrants that to the best of its knowledge and after making diligent inquiry, at the date of signing the contract, does not have a conflict with the interests of the Employer or is likely to arise in the performance of the Works. If during the performance of the Service a conflict of interest arises or appears likely to arise, the Service Provider agrees to:

- (a) Immediately notify the Employer in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as the Employer may reasonable require to resolve or otherwise deal with the conflict.

17 **CURRENCY OF PAYMENT:** The currency for payment shall be in Samoan Tala.

18 **PRICE ADJUSTMENT:** Price adjustment for changes in economic conditions shall not apply to any contract resulting from RFQ processes.

19 **TAXES AND DUTIES:** The Service Provider is liable for all taxes and duties

unless otherwise agreed to by the parties, in accordance with the particular application context and the laws of the Independent State of Samoa.

20 **ACCOUNTING, INSPECTION & AUDIT:** The Service Provider shall permit and also require its Subservice Providers and consultants to permit, the Government and/or its authorized appointees to inspect the Service Provider's office and all accounts and records relating to contract performance and/or tender submission and to have such accounts and records audited by the Government's appointed auditors. Moreover, acts by the Service Provider to materially impede inspections and audits are a prohibited practice subject to termination and declaration of ineligibility.

21 **LIMITATION OF LIABILITY:** Except for its negligence or misconduct in performing the Contract and its related obligation to pay liquidated damages, the Service Provider will not be liable to the Principal for any form of consequential loss or damage, loss of use, loss of production or loss of profits plus interest cost. The total liability of the Service Provider under the Contract or civil law shall not exceed one hundred and fifty percent of the Contract Price, except that this shall not apply to costs of rectifying defective equipment, works or other deliverables.

22 **SUSPENSION:** The Employer may, with written notice of the nature of default, suspend all payments to the Service Provider if the Service Provider fails to perform particular requirements of the Contract and shall require the Service Provider to remedy the default within thirty (30) days of Service Provider receiving the suspension notice.

23 **TERMINATION:** Where a party defaults on any of its obligations under this Contract, the other party may give notice requiring that the failure be remedied within fourteen (14) days and if not remedied within that time, may terminate the Contract immediately.

The Principal may terminate the contract if any of the events set out in the SCC occurs.

24 **FORCE MAJEURE:** If, because of the result of an event of Force Majeure causing delay and the Service Provider is unable to perform its Contract obligations, it shall not

- be liable for its Performance Security forfeiture, liquidated damages or termination for default. The Service Provider shall notify the Principal in writing of such condition, its cause and the nature of the delay or its inability to perform its Contract obligations as soon as practicable.
- 25 **LIQUIDATED DAMAGES:** Unless the Completion Date is extended in accordance with clause 8, the Service Provider shall pay damages to the Principal at a rate per day stated in the SCC for each day that the Completion Date is later than the intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Payments under this provision shall not affect the Service Providers Liability. The Principal may deduct liquidated damages from payments due to the Service Provider.
- 26 **GOOD FAITH:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the contract's objectives, operate fairly together without detriment to each other and exercise their best efforts to agree on actions which may be needed to remove causes of unfairness.
- 27 **AMICABLE SETTLEMENT:** Either Party with an unresolved issue concerning actions or inaction of the other Party may seek resolution through an independent third party empowered to enable resolution.
- 28 **DISPUTE SETTLEMENT:** Any dispute arising out of the Contract which cannot be settled amicably according to Clause 27 shall be settled in accordance with the provisions of the Arbitration Act 1976 of Samoa and best international practice.
- 29 **INDEMNITY:** The Service Provider shall, at all times indemnify, hold harmless and defend the Principal, its officers, employees and agents from and against any loss or liability reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand action or proceeding by any person against any of those indemnified where such loss or liability was caused by any willful, unlawful or negligent act or omission of the Service Provider, its employees, agents or Subservice Providers in connection with the Contract.
- 30 **PASSING OF PROPERTY:** Property in, and risk of loss of or damage to the Product shall pass to the Service Provider upon delivery of the Produce to the headquarters of the Principal, with its address set out at the SCC, Apia, Samoa. The Principal shall, upon delivery, provide the Service Provider with an acknowledge in writing of receipt of the Products/Goods, thereby passing the property in, and risk of loss or damage to, the Product/Goods to the Principal.
- 31 **DEFECTS LIABILITY:** At the Completion Date, the Principal or its representative shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractors responsibilities. If the Principal finds any latent or patent defects in the works carried out, the Principal shall then notify the Contractor and the contract shall remedy the said defects prior to the expiration of the defect period. The Principal shall give the said notice to the Contractor before the expiration period which is set out in the RfQ.
- 32 **COMPLIANCE WITH POLICIES AND PROCEDURES:** The Service Provider must, when using the Principal's Premises or facilities, comply with all reasonable directions of the Principal and all procedures and policies of the Principals including those relating to occupational health (including no smoking), safety and security in effect a those premises or in regard to those facilities, as notified by the Principal or as might reasonably be inferred from the use to which the Premises or facilities are being put.
- 33 **INSPECTION, REJECTION AND ACCEPTANCE: General Services:**
- (a) The Principal or its Representative may reject any or all services provided by the Service Provider if found not be in accordance with the Contract.
- 34 **INSPECTION, REJECTION AND ACCEPTANCE: GOOD/PRODUCTS: GOODS RELATED SERVICE**
- (a) The Service Provider shall be deemed to have satisfied itself before tendering

as to the correctness and sufficiency of the tender of the Services and the Contract Price and acknowledges that it has inspected the EPC sites and is aware of their condition(s) before it agreed to supply the Maintenance and Cleaning Services.

- (b) The Principal can inspect the progress of the Services and the Service Provider will grant the Principal or its representative access to the site where the Services are being performed. If there is defect or the Principal is dissatisfied with the services, it may by written notice require the Service Provider make good any defects arising from poor workmanship at no cost to the Principal.

35 **INSURANCE:** The Service Provider will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.

36 **ASSIGNMENT:** The Service Provider shall not assign this Contract or sub-contract any portion of it without the Principal's prior written consent.

37 **WAIVER:** If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights. A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right. In this clause, "rights" means rights or remedies provided by this Contract or at law.

38 **WARRANTY ON GOODS/PRODUCTS:** All equipment supplied must have a 3-year Maintenance for Hardware & Software from IBM. Must also include replacement of any faulty parts including hard disk during the free maintenance period. New hardware must come with licenses.

39 **CLEANING UP:** The Service Provider shall, to the satisfaction of the Principal's Representative keep the Site and Services and/or Works tidy and clean during the execution of the Service and at its completion.

**PART 4: SPECIAL CONDITIONS
OF CONTRACT: MINOR
GENERAL SERVICES**

GCC	Details
Clause 5	Commencement date: <i>TBD at Negotiations</i> Completion Period: 3 Months from date of award. Completion Date: <i>TBD at Negotiations</i>
Clause 6	The Contract Price shall be an amount not exceeding <i>>insert amount<</i> . (<i>Base Period</i>) for Lots and at the sole discretion of the Principal the exercisable Priced First Option period is for Lots
Clause 7	Principal's Representative shall be: Asolima Leapai
Clause 12	For Communications with (a) Principal It must be delivered to the following address: EPC Level 5 TATTE Building Samoa leapaia@epc.ws or suisalag@epc.ws (b) Supplier It must be delivered to the following address: EPC, Level 5 TATTE Bld, Sogi
Clause 23	(a) The Service provider stops the work for 14 days when no stoppage of the work is shown on the current Program. (b) The Service provider is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (d) The Service Provider has delayed the completion of the works by the number of days for which the maximum amount of liquidated

	damages can be paid i.e. 0.5% of the contract price per day. The total amount must not exceed 15% of the Contract Price)
Clause 25	Rate per day: half a percent per day Maximum amount: 15% of the Contract Price
Clause 38	Warranty period must be 3 Years from date the item is accepted after inspection by the Principal.

PART 5: SOLAR & UPS SYSTEMS SPECIFICATIONS & REQUIREMENTS

SCHEDULE OF SUPPLY

Schedule of Supply						
Lot #	Unit No.	Unit Description	Quantity	Unit Price	Total Price	Specifications/Requirements
		1500W SOLAR SYSTEM		CIF	CIF	
1	1	750W Solar Panel	2			2x750W Panels in Series
	2	Inverter/Solar Charger (1500W)	1			Inverter Power: 1500W Continuous/3000W Surge. Pure Sine wave inverter. Combine a 1500W inverter with MPPT charger controller (150/60). Output Voltage 240V@50Hz. Inverter compatible with 24V Battery Bank. >90% Efficiency
	3	Battery Bank: 24V	1			2x12V Batteries in Series. Optimal Battery Bank: 24V 150AH.
	4	Fuses/Circuit Breakers	1			50A-100A Circuit Breakers.
	5	Automatic Transfer Switch	1			ATS switch to change over from mains power supply to the solar and vice versa.
		UPS SYSTEM				
2	1	1000W UPS	3			Inverter Power: 1000W Continuous/2000W Surge. Pure sine wave. 24VDC input and 240VAC output, 50Hz, >90% Efficiency
	2	Battery Bank System	3			24V Battery Bank. 2x12V 150AH Batteries in Series (Lithium)
	3	Circuit Breaker	3			Suitable Circuit breaker for 24V DC input side
	4	2000W UPS	2			Inverter Power: 2000W Continuous/4000W Surge. Pure sine wave. 48VDC to 240VAC UPS System, 50Hz, >90% Efficiency
	5	Battery Bank System	2			48V Battery Bank. 4x12V 110AH Batteries in Series (Lithium)
	6	Circuit Breaker	2			Suitable Circuit breaker for 48V DC input side

OTHER REQUIREMENTS.

Product Specifications

- The Bidder must provide a brochure or product specification sheets that clearly outlines the features, specifications and performance characteristics of the items offered. These documents must confirm that the goods meet or exceed the technical requirements specified in this RFQ.

Tax Obligations

- GST or any other domestic taxes in the Bidder's country of operation must not be included in the quoted price. Bidders are advised to consult with their respective local tax authorities to determine whether goods exported to Samoa are exempt from such taxes. The Purchaser will not be liable for any taxes imposed within the Bidders country.