GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

BIDDING DOCUMENT FOR THE PROCUREMENT OF GOODS AND SERVICES

FOR THE DESIGN AND SUPPLY OF SOLAR PV, BATTERY ENERGY STORAGE AND DIESEL GENERATION SYSTEMS FOR APOLIMA TAI AND SOLAR PV AND BATTERY ENERGY STORAGE SYSTEMS FOR OFF-GRID HOUSEHOLDS AND COMMUNITY HUBS, INCLUDING TECHNICAL ASSISTANCE FOR EPC INSTALLATION, TESTING AND COMMISSIONING

SAM-EPC-20/2026

BY OPEN COMPETITIVE BIDDING

ISSUED ON: 30 October 2026

PROCURING ENTITY: Electric Power Corporation

Standard Bidding Document

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PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders

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A. General

1. Scope of Bid

1.1 The Procuring Entity, as specified in the **BDS**, issues this Bidding document for the supply of goods and if applicable, any related services incidental thereto as specified in Se**ction VI- Schedule of Requirements**.

1.2 The name and identification number of this Open Competitive Bidding procurement are specified in the **BDS**. The name, identification, and number of lots of are also provided in the **BDS**.

1.3 The application of this Bidding Document is permitted for the following funding notes:

(a) Government of Samoa regular budget only;
(b) Public Bodies own budget with Government of Samoa supplementary funds;
(c) development partner budget support;
(d) co-funded financing arrangements through sector wide approach programs (for example: SWAP)
(e) fully donor funded activities wherein the Government has delegated authority for control of funds; and
(f) fully donor funded activities under donor supervision, for national procurement – use with prior donor approval.

1.4 Throughout this bidding document:

(a) "**day**" means calendar day;
(b) "**Government**" means the Government of the Independent State of Samoa; including Government Department and Public Body (as defined in the ***Public Finance Management Act 2001***);
(c) the term "**in writing**" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
(d) "**Procuring Entity**" is the Government or delegate or proxy for the Government and the Executor of the Contract;
(e) "**Contact Entity**" is the Procuring Entity's assigned agency or person for conducting the bidding and contract administration processes;
(f) if the context so requires, "**singular**" means "**plural**" and vice versa.

2. Source of Funds

2.1 The Procuring Entity has received public funds toward the cost of the project named in the **BDS** for the execution of this procurement.

2.2 Payment shall be in accordance with the Government's Treasury Instructions and Payment Policy.

2.3 For co-funded and fully donor funded projects, payments by the Government will be made only at the request of the Procuring Entity and upon approval by the Government in accordance with the terms and conditions of the financing agreement between the Government and the Donor Agency ("Donor Agreement"). This will be subject in all respects to the terms and conditions of that Donor Agreement.

2.4 Such Donor Agreement may prohibit a withdrawal from the donor imprest account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Government, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

2.5 No party other than the Government shall derive any rights from the Donor Agreement or have any claim to the funds.

3. Fraud and Corruption

3.1 The Procuring Entity shall require that the Supplier, its contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, and service providers under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

3.2 Accordingly, the Government shall clarify the terms where it becomes necessary, but for the purposes of this provision the following are considered unacceptable practices;

(a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(b) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(c) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party

(d) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and/or

(e) "obstructive practice" means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Government's inspection and audit rights.

3.3 A person who commits an offence relating to corrupt activities in Samoa shall:

(a) be liable for conviction under the provisions of the laws of the Independent State of Samoa relating to corrupt activities in Samoa;

(b) have their bid rejected if it is determined that the Bidder is not in compliance with the laws of the Independent State of Samoa relating to corrupt activities in Samoa;

(c) risk other sanctions in accordance with the Procurement Suspensions and Debarments Procedure.

3.4 The Procuring Entity will:

(a) reject a bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(b) cancel the portion of the funding appropriation allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the appropriation were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Procuring

Entity to remedy the situation or address such practices when they occur;

(c) sanction a Bidder, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Government financed contract; and

(d) have the right to require that, in contracts financed by a Government appropriation, a provision be included requiring Bidders to submit audited financial statements and the same to be certified by an independent auditor, and also to permit the Government to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Government.

3.5 Furthermore, Bidders shall be aware of the provision stated in GCC 35.1 of this Bidding Document with regard to termination for fraudulent and corrupt behaviour.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned entity or a joint venture (JV), under an existing agreement, or with the intent to constitute a legally-enforceable JV (supported by a letter of intent). All partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of Contract. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless **specified in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 An eligible Bidder (regardless of its country of registration and including any director, officer, manager or supervisor of the

Bidder) shall not within a period of **3 years** preceding the date of issuance of the invitation to bid have been:

(a) convicted of any criminal offence, whether in Samoa or elsewhere:
  (i) relating to his or her professional conduct;
  (ii) relating to the making of false statements or misrepresentations as to his or her qualifications to enter into a procurement contract;
  (iii) involving dishonesty; or
  (iv) under anti-corruption legislation; or

(b) suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Samoa or elsewhere; or

(c) convicted of an offence involving dishonesty, obstruction of justice or a lack of honesty or business integrity; or

(d) convicted for an offence involving corruption; or

(e) convicted for engaging in anti-competitive practices, whether or not involving collusion; or

(f) deliberately neglectful or failed without good cause to perform a contract in accordance with its terms, if so serious in nature as to justify suspension or debarment.

4.4 The bidding process is open to all eligible Bidders.

4.5 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in the bidding process if:

(a) they are or have been associated in the past, with a firm or any of its affiliates (including third parties, controlling partner in common or a leading partner of a joint venture, or a common representative) which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this bidding document; or

(b) they are associated, or have been associated in the past, with a firm or any of its affiliates (including third parties, controlling partner in common or a leading partner of a joint venture, or a common representative) that have been hired (or is proposed to be hired) by the Procuring Entity as Project Manager for the Contract.

4.6 Bidders shall not submit more than one bid in this bidding process, except for alternative bids permitted under **ITB 13**. This does not limit the participation of Subcontractors in more than one bid.

4.7 A firm that has been sanctioned by the Government in accordance with **ITB 3** shall be ineligible to be awarded a contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as the Government shall determine. The list of debarred firms shall be made available as **specified in the BDS**.

4.8 In accordance with the Instructions, the Bidder and any named Subcontractors shall certify in the Bid Submission Form that they are in good standing with the Government and have paid all taxes, duties, fees and other impositions as may be levied in Samoa prior to the award of contract. Evidence of such certification may be required from the successful Bidder prior to award of contract.

4.9 Foreign Government-owned enterprises and Public Bodies in Samoa shall be eligible only if they can establish that they:

(a) are legally and financially autonomous,
(b) operate under commercial law, and
(c) are not a dependent agency of the Procuring Entity or other department or agency of the Government.

4.10 Failure to directly obtain the Bidding Documents from the Procuring Entity will result in ineligibility of that Bidder from participating in the procurement process.

4.11 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity as the Procuring Entity shall reasonably request.

4.12 In case a pre-qualification process is conducted prior to the tendering process, this tendering is open only to pre-qualified Bidders **as confirmed in the BDS**.

4.13 Bidders shall be excluded if:

(a) as a matter of law, the Government prohibits commercial relations with that country, provided that the Government is satisfied that such exclusion does not preclude effective competition for the supply of services as required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits importation or contracting of general services from that country or payments to a person or entity in that country.

5. Eligible Goods and Related Services

5.1 All the goods and related services to be supplied under the Contract and financed by the Government may have their origin in any country not that excluded in the list **specified in the BDS** and expenditures under the contract are limited to such goods and related services. At the Procuring Entity's request, the Bidders may be required to provide evidence of the origin of goods.

5.2 For purposes of this Clause, the term:
"goods" includes commodities, raw material, machinery, equipment, and industrial plants; and
"related services" includes services incidental to the supply of the goods such as insurance, minor construction, installation, commissioning, training, initial maintenance, preparation of operating and maintenance manuals.

5.3 The term **"origin"** means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed or through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of bidding documents

6.1 The bidding documents consist of Parts 1, 2 and 3 which include all the Sections indicated below and should be read in conjunction with any Addendum issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders ("**ITB**")
- Section II - Bid Data Sheet ("**BDS**")
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries

PART 2 Supply Requirements

- Section VI - Schedule of Requirements

PART 3 Contract

- Section VII - General Conditions of Contract ("GCC")
- Section VIII - Special Conditions of Contract ("SCC")
- Section IX - Contract Forms

6.2 "Bidding documents" means the SBD developed and prescribed by the Ministry of Finance for use in public procurement proceedings and all amendments made to the document for the purposes of a Procuring Entity and documents attached or incorporated by reference, that individually or collectively

(a) invite bids;
(b) establish the objects of a bid;
(c) specify the conditions of a proposed procurement contract; and
(d) establish the applicable bidding procedures.

6.3 The Procuring Entity is not responsible for the completeness of the bidding documents and their addenda if they were not obtained directly from the Procuring Entity and by the process stated by the Procuring Entity in the Invitation to Bidders.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information or documentation required by the Bidding documents may result in the rejection of the bid.

7. Clarification of bidding documents

7.1 A prospective Bidder requiring any clarification of the bidding documents shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the BDS *within fourteen (14) working days before closing date and time for submission of* Bids *or* raise his/her inquiries during the pre-bid meeting**. The Procuring Entity shall respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids no later than the **number of days specified in the BDS** prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source.

7.2 Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 8 and ITB 23.2** of the Bidding Documents.

8. Amendment of bidding documents

8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing an addendum.

8.2 Any addendum issued shall form part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Procuring Entity.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB 23.2** of this Bidding document.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be liable for those costs, regardless of the conduct or outcome of the bid process.

10. Language of Bid

10.1 The bid as well as all correspondence and documents relating to the same, shall be written in the English language. Supporting documents and any other printed materials that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages of the bid in the English language, in which case and for the purposes of interpreting the bid, the translated version shall take precedent.

11. Documents Comprising the Bid

11.1 The bid shall comprise the following:

(a) the Bid Submission Form and the applicable Price Schedules in accordance with **ITB 12, 14 and 15**;

(b) Bid Security or Bid-Securing Declaration in accordance with **ITB 20** if required;

(c) written confirmation authorising the signatory of the bid to commit the Bidder in accordance with **ITB 21**;

(d) documentary evidence in accordance with **ITB 16** establishing the Bidder's eligibility to bid. A fraudulent declaration is an offence punishable under the laws of the Independent State of Sāmoa;

(e) documentary evidence in accordance with **ITB 17 and ITB 29** that the goods and related services conform to the Bidding documents;

(f) documentary evidence in accordance with **ITB 18** establishing the Bidder's qualifications to bid and perform the contract if its bid is accepted; and

(g) any other document **required in the BDS**.

11.2 In addition to the requirements under **ITB 11.1**, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form in **Section IV - Bidding Forms**. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for goods and related services, according to their origin as appropriate, using the forms provided for in **Section IV - Bidding Forms**.

13. Alternative Bids

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified in this **ITB 14**.

14.2 If so indicated in **ITB 1.1**, bids are invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise **indicated in the BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with **ITB 12.1** provided the bids for all lots are submitted and opened at the same time.

14.3 All lots and items must be listed and priced separately in the Price Schedules.

14.4 The price to be quoted in the Bid Submission Form shall be the total price of the bid, including VAGST, and excluding any discounts offered and withholding tax.

14.5 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

14.6 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce as **specified in the BDS**.

14.7 Prices shall be quoted as specified in each Price Schedule included in **Section IV- Bidding Forms**. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting its prices, the Bidder shall be free to use transportation and insurance services from eligible sources. Prices shall be entered in the following manner:

(a) **For goods manufactured in Samoa**:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods;

(ii) any sales tax and other taxes in accordance with the laws of the Independent State of Samoa which will be payable on the goods if the contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the goods to their final destination (Project Site) as **specified in the BDS**.

(b) **For goods manufactured outside Samoa, to be imported:**

(i) the price of the goods, quoted CIP named place of destination, or CIF port of destination as **specified in the BDS**;

(ii) the price for inland transportation, insurance, and other local services required to convey the goods from the named place of destination to their final destination **(Project Site) specified in the BDS**;

(iii) in addition to the CIP prices specified in (b)(i) above, the price of the goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so **specified in the BDS**; and

(iv) **Bidders shall note that the basis of Customs charges assessment is CIF**.

(c) **For goods manufactured outside Samoa, already imported:**

[For previously imported goods, the quoted price shall be distinguishable from the original import value of those goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Entity. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference from those values.]

(i) the price of the goods, including the original import value of the goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the goods already imported.

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the goods already imported;

(iii) the price of the goods, obtained as the difference between (i) and (ii) above;

(iv) any sales and other taxes in accordance with the laws of the Independent State of Samoa which will be payable on the goods if the contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the goods from the named place of destination to their final destination **(Project Site) specified in the BDS**.

(d) **for related services,** other than inland transportation and other services required to convey the goods to their final destination, whenever such related services are specified in the Schedule of Requirements:

(i) the price of each item comprising the related services (inclusive of any applicable taxes).

14.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise **specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB 29**. However, if **in accordance with the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15. Currencies of Bid

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be the same. The Bidder shall quote in Samoan Tala (SAT$), the portion of the bid price that corresponds to expenditures incurred in Samoa, unless otherwise **specified in the BDS**.

15.2 The Bidder may express the bid price for expenditure outside of Samoa in any freely convertible currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three freely convertible international currencies in addition to Samoan Tala (SAT$).

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with **ITB 4**, Bidders shall complete the Bid Submission Form included in **Section IV - Bidding Forms**.

17. Documents Establishing the Conformity of the Goods and Related Services

17.1 To establish the conformity of the goods and related services to the bidding documents, the Bidder shall furnish as part of its bid the documentary evidence that the goods conform to the technical specifications and standards specified in **Section VI- Schedule of Requirements**.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the goods and related services, demonstrating substantial responsiveness of the goods and related services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 Technical Specifications shall be presented in a clearly itemised format identifying major features of material importance as "**Specification Required**", against which the Bidder shall provide "**Specification Offered**", for each feature indicating in the column headed "**Complies?**": "**YES**" for compliance (substantial responsiveness) or "**NO**" for non-compliance.

17.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.

17.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

18. Documents Establishing the Qualifications of the Bidder

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

(a) that it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **BDS and Section III- Evaluation and Qualification Criteria**, and has a successful performance history. If a pre-qualification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for pre-qualification. For the purposes of establishing a Bidder's qualifications, and unless stated to the **contrary in the BDS**, the experience and / or resources of any Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture partner will be considered.

(b) that if **required in the BDS**, a Bidder that does not manufacture or produce the goods it offers to supply shall submit the Manufacturer's Authorisation using the form included in **Section IV- Bidding Forms** to demonstrate

that it has been duly authorised by the manufacturer or producer of the goods to supply these goods in Samoa;

(c) that if required in the **BDS**, in case of a Bidder not doing business within Samoa, the Bidder is or will be (if awarded the contract) represented by an Agent in Samoa equipped and able to carry out the supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

(d) that the Bidder meets each of the qualification criterion specified in **Section III - Evaluation and Qualification Criteria** of the Bidding documents;

(e) national Bidders, individually or in joint ventures, applying for eligibility for domestic margin of preference shall supply all information required to satisfy the criteria for eligibility as described in **ITB 4**.

19. Period of Validity of Bids

19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as being non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the validity period of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with **ITB 20**, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security/ Bid Securing Declaration

20.1 The Bidder shall furnish as part of its bid, either a Bid Security or a Bid Securing Declaration, as **specified in the BDS**.

20.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Samoan Tala (SAT$) or the currency of the bid, and shall:

(a) at the Bidder's option, be in the form of either a letter of credit, bank cheque or an unconditional bank guarantee from a banking institution, or a bond issued by a surety;

(b) be issued by a reputable institution selected by the Bidder. If the institution issuing the bond is located outside Samoa, it

shall have a correspondent financial institution located in Samoa to make it enforceable;

(c) be substantially in accordance with one of the forms of Bid Security in **Section IV- Bidding Forms**;

(d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in **ITB 20.5** are invoked;

(e) be submitted in its original form as copies will not be accepted; and

(f) remain valid for a period of **twenty-eight (28) days** beyond the validity period of the bids as extended if applicable, in accordance with **ITB 19.2**.

20.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with **ITB 20.1**, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with **ITB 20.1** shall be rejected by the Procuring Entity as being non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to **ITB 44**.

20.5 The Bid Security may be forfeited:

(a) if a Bidder withdraws or modifies its bid during the period of bid validity in accordance with **ITB 19.1,** and as provided for in **ITB 19.2** if applicable; or

(b) if a Bidder does not accept a correction of errors (arithmetic) in accordance with **ITB 30.3**; or if the successful Bidder fails to:

(i) sign the Contract in accordance with **ITB 43**; and

(ii) furnish a Performance Security in accordance with **ITB 44**.

20.6 In the case where a bid securing declaration is forfeited the Bidder will be disqualified for one year from participation in any Government procurement regardless of the source of funding.

20.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of a legally constituted JV that submits the bid or otherwise in the names of all future partners as named in the letter of intent mentioned in **Section IV - Bidding Forms - Bidder Information Form**.

20.8 If a Bid security **is not required in the BDS**, and if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in accordance with **ITB 19.1** and **ITB 19.2** where applicable, if the Bidder fails to sign the Contract that bid will be disqualified for one year from participation in any Government procurement regardless of the source of funding.

20.9 If a Bid Securing Declaration is required, it must be in the form in **Section IV - Bidding Forms**, and the same shall remain valid for a period of **twenty-eight (28) days** or beyond the validity period of the bids as extended if applicable, in accordance with **ITB 19.2**.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in **ITB** and clearly mark it "**ORIGINAL**." If alternative bids are permitted in accordance with **ITB 13**, the documents shall be clearly marked "**ALTERNATIVE**". In addition, the Bidder shall submit the required amount of copies of that bid, **in accordance with the BDS** and clearly mark them "**COPY**". In the event of any discrepancy between the Original and the Copies, the Original prevails.

21.2 The Original and all Copies of the bid shall be typed or written in indelible ink and **shall be signed by the Bidder** as follows:

(a) **In the case of a company**, the bid must be signed by the directors of the company; or

(b) **In the case of a sole trader**, the bid must be signed by the persons whose names are on the business license; and/ or

(c) **In the case of joint venture (JV)**, the bid must be signed by all parties if so required in accordance with **ITB 4.1**.

21.3 The Bidder may authorise a person by way of a duly executed Power of Attorney to sign the Bid on behalf of the Bidder.

21.4 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the authorised person signing the bid.

D. Submission and Opening of Bids

22. Submission, Sealing and

22.1 Bidders must always submit their bids by mail or by hand delivery. Bidders submitting bids by mail or by hand delivery, shall enclose the original and each copy of the bid, including alternative bids, if

Marking of Bids

permitted in accordance with **ITB 13**, in three (3) separate envelopes, sealed and duly marked as "**ORIGINAL**", "**COPY**" and "**ALTERNATIVE**", respectively. All three (3) envelopes shall then be enclosed in one (1) single envelope. The rest of the procedure shall be in accordance with **ITB 22.2** and **ITB 22.3**. Electronic submission may be permitted **if specified in the BDS**.

22.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Procuring Entity in accordance with **ITB 23.1;**

(c) bear the specific identification of this bidding process indicated in **ITB 1.1** and any additional identification marks as **specified in the BDS**; and

(d) bear a warning to the effect that the envelope must not be opened before the time and date for bid opening in accordance with **ITB 26.1** of this Bidding document.

23.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of any bid. The Procuring Entity also assumes no responsibility for delay in courier or any other form of delivery.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Procuring Entity at the address and no later than on the date and time **specified in the BDS**.

23.2 The Procuring Entity may at its discretion, extend the deadline for the submission of bids by amending the Bidding documents in accordance with **ITB 8**, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids in accordance with **ITB 23**. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

25. Withdrawal, Substitution and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice in accordance with **ITB 21**, duly signed by the Bidder or an authorised representative of the Bidder, and shall include a copy of the power of attorney in accordance with **ITB 21.3** (except that no copies of the withdrawal

notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(d) submitted in accordance with **ITB 21** and **ITB 22** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "**WITHDRAWAL**", "**SUBSTITUTION**" or "**MODIFICATION**", respectively; and

(e) received by the Procuring Entity prior to the deadline prescribed for submission of bids in accordance with **ITB 23**.

25.2 Bids requested to be withdrawn in accordance with **ITB 25.1** shall be returned unopened to the Bidders.

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

26. Bid Opening

26.1 The Procuring Entity shall conduct the bid opening at the **address, date and time specified in the BDS** in the presence of Bidders (or designated representatives of the Bidders), who choose to attend representatives of the Procuring Entity and Tenders Board.

26.2 First, envelopes marked "**WITHDRAWAL**" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorised to sign on behalf of the Bidder, the corresponding bid previously submitted will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at bid opening.

26.3 Next, envelopes marked "**SUBSTITUTION**" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid previously submitted shall not be opened but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation by means of a copy of the power of attorney to request the substitution and is read out at bid opening.

26.4 Next envelopes marked "Modification" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

26.5 All other envelopes shall be opened and read out identifying the following:

(a) the name of the Bidder and whether there is a modification; the bid prices, including any discounts and alternative offers; and

(b) the presence of a Bid Security or Bid-Securing Declaration if required; and

(c) any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 24.1.

26.6 The Procuring Entity shall prepare a record of the bid opening that shall include as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the bid price, per lot if applicable, including any discounts, and alternative offers if they were permitted;

(c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

(d) The Bidders' representatives who are present shall be requested to sign the attendance record sheet. The omission of a Bidder's signature (or signature of Bidder's authorised representative) does not invalidate the contents and effect of the record sheet.

26.7 A copy of the record shall be distributed to all Bidders who submitted bids on time.

E. Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification of the bids, and recommendation of contract award, shall not be disclosed to the Bidders or any other persons not officially concerned with the bid process until the Contract Award has been formally made to the successful Bidder.

27.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its bid and may be subject to the provisions of the Government's antifraud and corruption policy.

27.3 Despite **ITB 27.2**, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, request in writing from any Bidder clarification of its bid. Any clarification submitted by a Bidder in respect to its bid that is not in response to a request by the Procuring Entity or if a Bidder does not provided clarification as requested by the Procuring Entity, the bid shall not be considered and rejected. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the bids in accordance with **ITB 30**. Any variation of price as a result of tax issues must be referred back to the Tenders Board for approval.

28.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Procuring Entity's request for clarification, its bid may be rejected.

29. Determination of Responsiveness of Bids

29.1 The Bid Evaluation Committee's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission.

29.3 A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract; or

(b) is inconsistent with the bidding documents, and substantially limits the Procuring Entity's rights or the Bidder's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of the other Bidders who have submitted substantially responsive bids.

29.4 If a bid is not substantially responsive to the bidding documents, it shall be rejected by the Bid Evaluation Committee and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Non-conformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Bid Evaluation Committee may waive any non-conformities or omissions in the bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Bid Evaluation Committee may request that the Bidder submit the necessary information or documentation, requested by the Procuring Entity, within a period of time specified in their request, to rectify minor or non-material non-conformities or omissions in the bid related to its bid documentation requirements. The request should only be for purpose of seeking clarification and not result in disqualification of a bid. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

30.3 Provided that the bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Bid Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in

which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 The amount stated in the bid shall be adjusted by the Bid Evaluation Committee in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of errors, its bid may be rejected.

31. Preliminary Examination of Bids

31.1 The Bid Evaluation Committee shall examine the bids to confirm that all documents and technical documentation requested in **ITB 11** have been provided and to determine the completeness of each bid submitted.

31.2 The Bid Evaluation Committee shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the bid shall be rejected:

(a) Bid Submission Form in accordance with **ITB 12.1**;
(b) Price Schedules in accordance with **ITB 12.2**;
(c) Bid Securing Declaration in accordance with **ITB 20**;
(d) Duly signed power of attorney in accordance with **ITB 21.3**; and
(e) Any other requirements as **indicated in the BDS**.

32. Examination of Terms and Conditions; Technical Evaluation

32.1 The Bid Evaluation Committee shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

32.2 The Bid Evaluation Committee shall evaluate the technical aspects of the bid submitted in accordance with **ITB 17**, to confirm that all requirements specified in **Section VI - Schedule of Requirements** of the bidding documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Bid Evaluation Committee determines that the bid is not substantially responsive in accordance with **ITB 29**, it shall reject the bid.

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes, the Bid Evaluation Committee shall convert all bid prices expressed in the submitted bids into the amount **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.

34. Domestic Preference

34.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS and with approval by the Tenders Board**.

34.2 If applicable, the percentage of domestic preference which will be applied is specified in the **BDS and Bidders must**:

(a) be registered within Samoa;

(b) have majority ownership by Samoan nationals.

35. Evaluation of Bids

35.1 The Bid Evaluation Committee shall examine each eligible bid to determine, its responsiveness.

35.2 To evaluate a bid, the Bid Evaluation Committee shall use all the factors, methodologies and criteria defined in **ITB Clause 36**. The non-price factors selected shall to the extent possible be expressed in monetary terms to facilitate comparison of bids or given weights/scores or be set out in descending order of importance or in a manner otherwise specified in **Section III - Evaluation and Qualification Criteria**. The factors, methodologies and criteria to be used shall be as specified in **ITB 35.3 (d)**.

35.3 To evaluate a bid, the Bid Evaluation Committee shall consider the following:

(a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the bid price as quoted in accordance with **ITB 14**. If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in **Section III-Evaluation and Qualification Criteria**;

(b) price adjustment for correction of arithmetic errors in accordance with **ITB 30.3**;

(c) price adjustment due to discounts offered in accordance with **ITB 14.5**;

(d) adjustments due to the application of the evaluation criteria specified in the **BDS** from those set out in **Section III - Evaluation and Qualification Criteria**; and

(e) adjustments due to the application of a margin of preference, in accordance with **ITB 34** if applicable.

35.4 The Bid Evaluation Committee's evaluation of a bid **will exclude and not take into account the following:**

(a) in the case of goods manufactured in Samoa, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of goods manufactured outside Samoa, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the goods if the contract is awarded to the Bidder; and/or

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

35.5 The Bid Evaluation Committee's evaluation of a bid may require the consideration of other factors, in addition to the bid price quoted in accordance with **ITB 14**. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the goods and related services. The effect of the factors selected, if any, **shall be expressed in monetary terms to facilitate comparison of bids**, unless otherwise specified in **Section III - Evaluation and Qualification Criteria**. The criteria used shall be as specified in **ITB 35.3(d)**.

35.6 If so specified at **BDS**, the Bidding document shall allow Bidders to quote separate prices for one or more lots, and the Procuring Entity may award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated Bidder, is specified in **Section III- Evaluation and Qualification Criteria**.

36. Comparison of Bids

36.1 The Bid Evaluation Committee shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with **ITB 35**.

37. Abnormally Low Bids

37.1 An Abnormally Low Bid is one where the bid price, in combination with other constituent elements of the bid, appears unreasonably low to the extent that the bid price raises material concerns with the

Bid Evaluation Committee as to the capability of the Bidder to perform the Contract for the offered bid price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Procuring Entity shall seek written clarification from the Bidder, including a detailed price analyses of its bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

37.3 After evaluation of the price analyses, in the event that the Bid Evaluation Committee determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered bid price, the Bid Evaluation Committee shall reject the bid.

38. Post-qualification of the Bidder

38.1 The Bid Evaluation Committee shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder pursuant to **ITB 18**.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Bid Evaluation Committee shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

39. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the contract, without thereby incurring any liability to the Bidders:

(a) at any time prior to the acceptance of the successful bid; or

(b) after the successful bid is accepted if:

(i) the Bidder presenting the successful bid is suspended or debarred;

(ii) the procurement is cancelled;

(iii) the Bidder presenting the successful bid is excluded on the grounds of corruption, unfair competition or conflict of interest;

(iv) the procurement, the bid or the Bidder contravenes or is otherwise not compliant with the provisions of the laws of the Independent State of Samoa.

39.2 In case of annulment of any bids submitted and specifically, bid securities, the respective Bidders are immediately notified and given ample time to uplift the bids and bid securities from the Procuring Entity.

F. Award of Contract

40. Award Criteria

40.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be substantially responsive to the bidding documents, provided further that the Bidder is determined by the Evaluation Committee to be qualified to perform the Contract to the satisfaction of the Procuring Entity. The Bidder awarded the Contract may also be considered by the Procuring Entity as the Bidder with the lowest evaluated bid.

41. Procuring Entity's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of goods and related services originally specified in **Section VI - Schedule of Requirements**, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding documents.

42. Notification of Award and standstill period

42.1 Prior to the expiration of the bid validity period, the Procuring Entity shall notify the successful Bidder in writing, that its bid has been accepted. At the same time, the Procuring Entity must also notify all other Bidders of the results of the bidding, and shall publish in website of the Ministry of Finance, the results identifying the bid and lot numbers and the following information:

(a) name of each Bidder who submitted a bid; and

(b) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

42.2 The date of the notification under **ITB 42.1** establishes the commencement of the **standstill period specified in the BDS**. During this time Bidders may request, in writing, a debriefing seeking explanations on the ground on which their bids were not selected or invoke the 'right to complain' in accordance with **ITB 45**. The request for debriefing may only seek explanations for the grounds on which their bid was not selected.

42.3 The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who requests a debriefing. If the request is made within the standstill period the contract award will be suspended until the debriefing has taken place.

42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.5 Within **twenty-eight (28) days** of receipt of notification of award, the successful Bidder, if international, shall take to successful completion the necessary actions, in liaison with the relevant authorities, to obtain proper registration, licences and membership as required in order to carry out economic or business activities in Samoa.

43. Signing of Contract

43.1 After notification, the Procuring Entity shall send the successful Bidder the Contract Agreement with the Conditions of Contract for any comments before the same is reviewed and cleared by the **Office of the Attorney General**.

43.2 The successful Bidder shall return the signed contract **within twenty-eight (28) days** from the date of the Letter of Acceptance and shall sign, date, and return to the Procuring Entity the signed Contract Agreement and performance security pursuant to **ITB 44**.

43.3 On receipt of the signed Contract Agreement and performance security, if required, the Procuring Entity will immediately notify in writing all unsuccessful Bidders, of the final results of the bidding process. This notice will discharge their bid securities pursuant to **ITB 19.4**.

43.4 Following signature of the Contract Agreement, the Procuring Entity shall publish, in the manner prescribed by the Government's current procurement policies, the results, identifying the name of the supplier, the contract price and the contract number.

44. Performance Security

44.1 Within **twenty-eight (28) days** of the receipt of notification of award from the Procuring Entity the successful Bidder, shall furnish the Performance Security in accordance with GCC Clause 18, using for that purpose the Performance Security Form included in **Section IX - Contract Forms** from an institution acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful Bidders pursuant to **ITB 20.4**.

44.2 If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Procuring Entity. A foreign institution providing a bond must have a correspondent financial institution located in the Samoa.

44.3 Failure of the successful Bidder to submit the above-mentioned Performance Security, comply with local requirements or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

45 Right to complain

45.1 The Bidder has a right to complain in accordance with the Procurement Independent Complaints and Review Procedure (Part K.9 of the Treasury Instructions).

45.2 An actual Bidder in procurement proceedings who claims to have suffered, or to be likely to suffer harm due to a breach of a duty imposed on a Procuring Entity by or under the Instructions, may complain to a Procuring Entity.

45.3 Such complaint must be made in writing working days after the date of notification of award of contract. Any complaint received after the **10-day period** shall not be considered.

45.4 The Bidder should submit its complaint in accordance with the procedures to the **address specified in the BDS**.

45.5 If a complainant is dissatisfied with the decision of a Procuring Entity, the complainant has the right to have the complaint and

decision of the Procuring Entity reviewed by an independent adjudicator. To do so, the complainant must submit an Application for Review in writing, to the Secretariat of the Tenders Board.

45.6 A complaint or an application for review must be made in accordance with (Part K.9 of the Treasury Instructions).

45.7 A complaint referred to the independent adjudicator shall not be entertained and is dismissed unless the independent adjudicator is satisfied:

(a) that the complainant is an actual Bidder who was part of the relevant procurement proceedings in question:

(b) that the complainant shows that he/she/it/they had suffered or is likely to suffer harm, and:

(c) that the harm was due to a breach of a duty imposed on the Procuring Entity; and;

(d) that the duty imposed on the relevant Procuring Entity is provided for under Part K of the Treasury Instructions

Section II - Bid Data Sheet (BDS)

The following **BDS** shall be used for the goods to be procured and shall complement, supplement, or amend the provisions in the ITB. Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: **Electric Power Corporation**
ITB 1.2	SAM-EPC-20/2026 — Design and Supply of Solar PV, Battery Energy Storage and Diesel Generation Systems for Apolima Tai, and Solar PV and Battery Energy Storage Systems for Off-Grid Households and Community Hubs, including Technical Assistance for EPC Installation, Testing and Commissioning. Two lots: Lot 1 Apolima Tai Renewable Energy Mini Grid; Lot 2 Off Grid Household and Community Hub Systems. Bidders may offer one or both complete lots. No item-by-item award or split of the three Lot 2 system categories is contemplated. Each lot shall form a separate contract, including where both are awarded to the same Supplier.
ITB 2.1	The name of the Project is: **REnew Pacific – Off-grid Renewable Energy Solutions for Samoan Communities Project.**
ITB 4.1	Maximum number of members in the JV shall be: **No maximum number is prescribed, provided that the Joint Venture satisfies all qualification requirements of the Bidding Documents and all members are jointly and severally liable for performance of the Contract**
ITB 4.7	The list of debarred firms is the same as those that are excluded by, or are not members of, the World Bank or ADB.
ITB 4.12	A pre-qualification **shall not** apply.
ITB 5.1	Ineligible countries are: Andorra, Democratic People's Republic of Korea, Liechtenstein, Monaco (World Bank and ADB non-members) and Iraq (UN Security Council) and any other country excluded from the process by the World Bank or ADB. The country of registration must be a member of the World Bank or Asian Development Bank and not under sanction of the UN Security Council.

B. Contents of Bidding Documents

ITB 7.1	For clarification purposes only, the Procuring Entity's address is: Attention: Christopher Fruean Procuring Entity: Electric Power Corporation Address: Level 5, TATTE Building, Sogi City: Apia Country: SAMOA Facsimile number: +685-8465521 Electronic mail address: frueanc@epc.ws Bidding Documents and addenda: https://www.epc.ws/tender. Email is for clarification only.
ITB 7.1	Clarifications must be received by Tuesday, 24 November 2026 at 4:00 PM Samoa time. Responses shall be circulated to all registered bidders by Thursday, 3 December 2026. Pre-bid meeting: Monday, 16 November 2026 at 10:00 AM at EPC Headquarters, Level 5, TATTE Building, Sogi. Lot 1 site visit: Tuesday, 17 November 2026 at 9:00 AM, assemble at Apolima Uta Wharf. Lot 2 site information is issued equally to registered bidders. Attendance is optional. Any change must be issued by formal addendum.

C. Preparation of Bids

ITB 11.1 (g)	The Bidder shall submit with its bid the following additional documents as may reasonably be requested by the Procuring Entity in the bidding documents: **(i) current business licence and certificate of incorporation or equivalent registration documents;** **(ii) Joint Venture documents, where applicable;**

	(iii) evidence of tax compliance as required under Samoan law; **(iv) three business references for comparable assignments completed within the previous twenty-four (24) months;** **(v) a clause-by-clause Technical Compliance Statement against Section VI and Attachment 1;** **(vi) detailed schedule of proposed equipment identifying manufacturer, make, model, country of origin and principal ratings;** **(vii) manufacturers' datasheets, certificates and warranty statements;** **(viii) preliminary system architecture and single-line diagram;** **(ix) proposed PV/BESS/diesel generation integration and control philosophy;** **(x) evidence of technical compatibility between the proposed PV, BESS, inverter/PCS, control system and diesel generation system;** **(xi) Manufacturer's Authorisations required by ITB 18.1(b);** **(xii) proposed design, manufacture, testing and delivery programme;** **(xiii) details and CVs of personnel proposed for Technical Assistance during installation, testing and commissioning;** **(xiv) proposed Technical Assistance methodology;** **(xv) warranty and after-sales support plan;** **(xvi) proposed mandatory spare-parts and special-tools schedule; and** **(xvii) a complete schedule of all deviations, exceptions and qualifications to the Bidding Documents. Any requirement against which no deviation is expressly identified shall be deemed fully accepted by the Bidder.**
ITB 13.1	Alternative bids are not permitted. The specified optional incremental hub rates are requested pricing information and are not alternative bids. The evaluated base case remains five 4 kWp hubs with at least 6 kWh usable storage each.
ITB 14.2	For each offered lot, quote 100 percent of mandatory goods, related services and quantities. Lot 2 comprises 22 small residential systems, 86 large residential systems and five base-case community hub systems, together with all mandatory lot-wide items. Partial lot bids are non-responsive for that lot.
ITB 14.6	Incoterms 2020.
ITB 14.7 (a)(iii); (b)(ii), b(iii) and (c)(v)	Final delivery destination for both lots: EPC Central Stores, Vaitele, Apia, Samoa. Supplier prices shall include all transport, cargo insurance, handling and delivery to that point. EPC arranges subsequent transport to Apolima Tai and to Upolu/Savai'i installation sites. Supplier personnel travel for their Related Services is included in the relevant service price.

ITB 14.7 (b)(i)	For goods to be imported, quote CIP EPC Central Stores, Vaitele, Apia, Samoa, Incoterms 2020. Identify international freight, cargo insurance, destination handling and final inland carriage in the landed-cost breakdown. CIF Vaitele is not an applicable delivery term. Import clearance, taxes and duties are priced separately as stated in the SCC and price instructions.
ITB 14.8	Prices are fixed and not adjustable during performance. State any separately requested optional incremental rates on the same currency and tax basis.
ITB 15.1	The Bidder **is not required to** quote in Samoan Tala (SAT$)
ITB 17.4	Expected operational support period: at least ten years. Component design-life objectives and warranty periods are those specified for the relevant lot; this ten-year support requirement does not reduce longer PV, structure or cable design-life requirements.
ITB 18.1(a)	Provide audited statements for the three most recent completed financial years, evidence of working capital/liquid assets/available credit, current commitments and comparable contracts. Demonstrate the resources to perform each offered lot and, if both are offered, both concurrently. Apply the lot-specific technical and experience requirements in Section III; diesel integration qualifications are not imposed on a Lot 2-only Bidder. (ii) (iii)
ITB 18.1(b)	Manufacturer authorisation is required where the Bidder is not the manufacturer. Lot 1: BESS, inverter/PCS or hybrid inverters, diesel genset and principal controller/EMS. Lot 2: batteries, inverter/chargers, STS meters and principal monitoring/control equipment. Authorisations shall confirm supply rights for Samoa, warranty support and access to proprietary configuration and technical support. Provide PV module manufacturer warranty and authorised supply-chain evidence for each offered lot.
ITB 18.1(c)	After-sales service is required for each lot. Identify local/regional support, response times, remote support, fault escalation, spare-part lead times, warranty administration and repair/replacement arrangements valid in Samoa.
ITB 19.1	The bid validity period shall be **one hundred and twenty (120) days** after the bid submission date.

ITB 20.1	A bank Bid Security in the form in Section IV is required. A Bid-Securing Declaration is not a substitute. For a paper-issued guarantee, the original must reach the Secretary, Tenders Board at the physical submission address by the bid deadline, including where the bid itself is electronic; upload its scan with the electronic bid and identify the physical security envelope. An originally issued verifiable digital bank guarantee may be submitted through the Portal where enforceable without a paper original and capable of direct issuer authentication. A scan alone does not replace a required original instrument.
ITB 20.2	Lot 1: SAT 10,000. Lot 2: SAT 40,000. Where both lots are offered: SAT 50,000, either as two guarantees or one guarantee expressly identifying the separately callable amount for each lot. Security must remain valid at least 28 calendar days beyond bid validity. Failure to provide the required coverage renders the affected lot non-responsive; insufficient combined coverage shall not be allocated after opening at the Bidder's discretion.
ITB 21.1	In addition to the Original of the bid, the number of Copies is: **one (1) complete copy on memory stick and three (3) hard copies**
D. Submission and Opening of Bids	
ITB 22.1	Electronic submission is permitted only through https://portal.tenderlink.com/mof_samoa/. Follow Annex I. If both electronic and hard-copy versions are submitted, the timely electronic version is the ORIGINAL and takes precedence. Email bids are not accepted. Complete uploads before the deadline; a late or incomplete upload is not excused by starting the upload earlier.
ITB 22.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: **SAM-EPC-20/2026 – Design and Supply of Solar PV, Battery Energy Storage and Diesel Generation Systems, including Technical Assistance for Installation, Testing and Commissioning for the Apolima Tai Renewable Energy Mini-Grid.**
ITB 23.1	Physical bid submission address: The Secretary, Tenders Board Ministry of Finance Level 4, Central Bank of Samoa Building Beach Road, Apia, Samoa Deadline: Monday, 14 December 2026 at 11:00 AM Samoa local time

	(UTC+13). The same deadline applies to Portal submissions. Bids delivered to EPC Headquarters instead of the MoF tender box are not accepted as timely physical submissions.
ITB 26.1	Public opening: Monday, 14 December 2026 at 11:15 AM Samoa time, Ministry of Finance, Level 4, Central Bank of Samoa Building, Beach Road, Apia, Samoa. Read out and record the Bidder, lots offered, unconditional lot prices, currencies, discounts and presence of security. Electronic bids are opened by the authorised MoF administrator in accordance with Annex I.

E. Evaluation and Comparison of Bids

ITB 31.2(e)	The Bidder must provide the following documents or information: Refer to **ITB Clause 11.1(g) of this BDS**
ITB 33.1	Bid prices expressed in different currencies shall be converted in: **Samoan Tala (SAT)** The source of exchange rate shall be: **Central Bank of Samoa** The date for the exchange rate shall be **Bid Closing Date**
ITB 34.1	Domestic preference **shall not** be a bid evaluation factor.

ITB 34.2	The domestic preference percentage which shall be applied is: **Not Applicable**.
ITB 35.3(a)	Evaluation and award are by complete lot, not by item. Each lot is a separate fixed-price contract. Section III governs comparison of individual lot awards and combinations of both lots, including disclosed discounts and concurrent qualification. A failure in one lot does not automatically invalidate a compliant offer for the other lot, unless it concerns common eligibility, fraud, conflict of interest or another matter affecting the entire bid.
ITB 35.3(d)	No monetary evaluation adjustments apply for delivery within the specified acceptable period, payment terms, spares, after-sales service, O&M costs or performance. Mandatory technical performance, delivery limits, warranty and service requirements are assessed pass/fail. Evaluated prices include all mandatory scope, applicable taxes/duties and arithmetical corrections. Optional incremental hub prices are excluded from base-bid ranking. (i) Deviation in Delivery Schedule: **No** (ii) Deviation in Payment Schedule: **No** (iii) the cost of major replacement components, mandatory spare parts, and service: **No** (iv) the availability in Samoa of spare parts and after-sales services for the equipment offered in the bid: **No** (v) the projected operating and maintenance costs during the life of the equipment: **No** (vi) the performance and productivity of the equipment offered: **Yes**
ITB 35.6	Complete all mandatory lines of each offered lot. A zero-priced line must state INCLUDED and identify the priced line carrying its cost. A blank or omitted mandatory line is addressed under the ITB omission provisions and may be material. Optional rates shall be separately identified and shall not be added to the base price.

F. Award of Contract

ITB 41.1	**Not Applicable**
ITB 42.2	The number of days for standstill shall be: **fifteen (15) days**.

ITB 4.6	One bid may cover either lot or both lots. Separate lot files within that one submission do not constitute multiple bids. A Bidder shall not participate in another competing bid for the same lot except as permitted by ITB 4.6.
ITB 14.3 to 14.5	State an unconditional stand-alone price for each lot. A discount conditional solely on award of both lots may be offered and must state its exact amount or percentage and allocation between lots. No other cross-lot dependency is permitted. A discount shall not conceal omitted scope or prevent an individual lot award.
ITB 35.4	For this procurement, the inclusive base-lot price including applicable duties, VAGST and other taxes is used for evaluation on the common basis stated in Section IV; this expressly supersedes the exclusions in ITB 35.4. Any documented exemption shall be transparently identified and applied consistently, with no double counting of direct EPC tax payments.
ITB 40.1	Subject to ITB 39 and required Government approvals, award one or both lots to the substantially responsive, qualified Bidder(s) producing the lowest total evaluated cost for the lot(s) being awarded under Section III. No award is guaranteed before completion of the approval and standstill process.
ITB 42.1	Notification of the intended award is subject to the required Government approvals and standstill. A binding lot contract is formed only upon execution of the Contract Agreement by the authorised parties. Any negotiations shall remain within the applicable procurement rules and any negotiated outcome requiring further Tenders Board approval shall be returned for that approval before final award/contract execution.
ITB 45.4	Any complaint should be sent to the following address: For the attention of: **Faumui Iese Toimoana** **General Manager**

	Electric Power Corporation **Level 5, TATTE Building** **APIA** **SAMOA**

Annex I to Section II – Bid Data Sheet
Procedure for Electronic Submission of Bids

1. The Bid shall be electronically submitted via the Government of Samoa's e-Tendering Portal only. The Bidder shall use this, and only this link to submit its electronic Bid.

2. The Portal shall automatically expire on the submission deadline, specified in the relevant Instruction to Bidder. No extension shall be provided after the expiry date of the tender.

3. At the submission deadline, and not before, TenderLink will forward to the Portal's Administrator access to the tender box electronic keys to open the bids.

4. To ensure integrity and compliance with **Section II – Bid Data Sheet**, the opening of the Tender Box(es) can only be actioned by the Ministry of Finance's designated Administrator. For security purposes, all openings are dated and time stamped, ensuring compliance with **ITB 23.1** and **ITB 26.1** of the **BDS**.

For two-lot electronic bids, upload one common administrative/qualification file and clearly separated Lot 1 and/or Lot 2 technical and price schedules. The same deadline applies to both lots. Follow the BDS requirements for original bank guarantees. Obtain Bidding Documents and addenda from https://www.epc.ws/tender; submit electronic bids only through https://portal.tenderlink.com/mof_samoa/.

Section III - Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders (ITB) and the Bid Data Sheet (**BDS**). It contains the criteria that the *Procuring Entity* will use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used other than those stated here and otherwise the conformity with commercial requirements and Technical Specifications.

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2. Post-qualification Requirements (ITB 38.2).....40

1. Evaluation Criteria (ITB 35.3 (d))

The Procuring Entity's evaluation of a bid **may take into account**, in addition to the Bid Price quoted in accordance with **ITB 14.7**, **one or more of the following factors** as specified in **ITB 35.3(d),** using the following criteria and methodologies.

(a) Delivery schedule (as per Incoterms specified in the **BDS 14.6)**

The Goods specified in Section VI – Schedule of Requirements shall be delivered within the acceptable delivery period specified therein.

A Bid offering delivery later than the Latest Delivery Date specified in Section VI shall be treated as non-responsive.

No monetary adjustment shall be applied for delivery within the acceptable delivery period, and no evaluation credit shall be given for delivery earlier than the Earliest Delivery Date.

The Bidder shall submit a detailed design, manufacture, factory testing and delivery programme demonstrating its ability to achieve the offered delivery date.

(b) Deviation in payment schedule.

No alternative payment schedule shall be considered for evaluation purposes.

Bidders shall submit their Bid on the basis of the payment schedule specified in Section VIII – Special Conditions of Contract.

Any material qualification or deviation from the specified payment terms may render the Bid commercially non-responsive.

(c) Cost of major replacement components, mandatory spare parts, and service.

No separate evaluation adjustment shall apply.

All mandatory spare parts, consumables, special tools, software, licences and Related Services specified in Section VI and the applicable lot specification shall be included in the price of that lot.

The Bidder shall provide a complete schedule identifying the quantities, unit prices and availability of all mandatory spare parts and special tools.

Failure to include a mandatory item shall be treated in accordance with the ITB provisions governing omissions and non-conformities and may render the Bid non-responsive where the omission is material.

(d) Availability in Samoa of spare parts and after sales services for equipment offered in the bid.

[No separate monetary adjustment shall apply.

Availability of spare parts, warranty support and after-sales services shall be evaluated as a mandatory qualification requirement.

The Bidder shall demonstrate that suitable local or regional arrangements are available to support EPC throughout the Warranty Period and the support period specified in the BDS.

The Bidder shall provide details of:

(i) location of technical support personnel;

(ii) remote technical support arrangements;

(iii) warranty claim procedures;

(iv) spare parts availability and expected lead times;

(v) escalation arrangements with the relevant equipment manufacturers; and

(vi) proposed response times for critical equipment failures].

(e) Projected operating and maintenance costs.

No monetary adjustment for projected operating and maintenance costs shall be applied in the financial evaluation.

Compliance with the efficiency, reliability, maintainability, warranty and operational performance requirements of the applicable lot specification shall be assessed for technical responsiveness; no monetary O&M adjustment applies.

(f) Specific additional criteria

Technical Responsiveness

Prior to financial comparison, each offered lot shall be assessed separately on a pass/fail basis against Section VI and its applicable technical specification. Lot 1 diesel/mini-grid requirements do not apply to Lot 2.

The Bidder shall submit a clause-by-clause Technical Compliance Statement identifying:

(i) the specification required;

(ii) the specification offered;

(iii) whether the requirement is complied with – YES or NO; and

(iv) the relevant supporting datasheet, certificate, drawing or other document reference.

All deviations, exceptions, qualifications and dependencies shall be expressly identified in the Bid.

Without limiting Section VI and the applicable lot specification, the following material requirements apply to Lot 1. Lot 2 is assessed against its household and hub requirements, including minimum capacities, STS metering, safe non-paralleling changeover, protection, monitoring, spares and supplier support.

(i) required Solar PV capacity and performance;

(ii) required BESS usable capacity, chemistry, safety and performance;

(iii) inverter/PCS functionality and redundancy;

(iv) compatibility and integration of the PV, BESS, inverter/PCS, control system and diesel generator;

(v) capability to achieve the required hybrid mini-grid operating modes;

(vi) control, protection, monitoring and communications requirements;

(vii) applicable technical standards and certifications;

(viii) suitability for the specified Samoan tropical marine and corrosive environment;

(ix) mandatory warranties;

(x) mandatory spare parts and special tools;

(xi) required Technical Assistance for EPC installation, testing and commissioning; and

(xii) training, documentation and after-sales support.

Failure to comply with a material mandatory requirement may render the Bid non-responsive.

Financial comparison shall be by complete lot, using the corrected inclusive lot price converted to Samoan Tala under ITB 33. Compare all feasible qualified award combinations, including disclosed discounts for both lots. Each lot must also have an unconditional stand-alone price. Optional hub upgrade rates are excluded from base-bid ranking.

Where both lots are offered, financial, personnel and delivery resources shall support concurrent performance. A failure relating solely to one lot does not automatically invalidate the other, except for common eligibility, conflict of interest, fraud or another matter affecting the whole bid. Each lot shall be a separate contract, even if both are awarded to one Supplier.

2. Post-qualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with **ITB 36.1**, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with **ITB 38**, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The Bidder shall furnish documentary evidence demonstrating that it has sufficient financial capability to satisfactorily perform the Contract.

The Bidder shall provide:

(i) audited financial statements for the three (3) most recent completed financial years;

(ii) evidence of access to sufficient working capital, liquid assets or available credit facilities to perform the Contract; and

(iii) details of contracts of comparable value and complexity undertaken during the previous three (3) years. Where specific financial thresholds are prescribed in Section III, those thresholds shall apply.

The financial information submitted shall demonstrate that the Bidder is financially sound and possesses adequate resources to undertake the Contract concurrently with its existing commitments.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

The Bidder shall furnish documentary evidence demonstrating that it possesses the experience, technical capacity, personnel and manufacturer support necessary to satisfactorily perform the Contract.

General Experience

(i) The Bidder shall have been engaged in the supply, engineering, integration or delivery of renewable energy, electrical generation, battery energy storage, hybrid generation or comparable power-system equipment for at least five (5) years prior to the Bid Submission Date.

Specific Experience

(ii) During the five years preceding bid submission, the Bidder shall have completed at least two comparable design-and-supply or design/supply/install renewable-energy/storage contracts relevant to the lot offered.

(iii) For Lot 1, at least one reference shall demonstrate integrated off-grid PV/BESS operation. For Lot 2, at least one reference shall demonstrate distributed household/community off-grid PV/BESS supply and support of a multi-site rollout.

(iv) For Lot 1 only, at least one reference shall demonstrate coordinated integration of inverter generation/storage and diesel or other rotating generation. This requirement does not apply to a Lot 2-only bid.

The Bidder shall provide client details, contract description, contract value, completion date, principal equipment supplied and sufficient information to verify satisfactory performance.

Manufacturer Support

(v) Manufacturer's Authorisation shall be provided for the principal equipment required by the BDS.

(vi) The Bidder shall demonstrate manufacturer-backed warranty and technical support arrangements applicable to equipment supplied for use in Samoa.

Technical Personnel

(vii) The Bidder shall identify the key personnel proposed to undertake design, system integration and Technical Assistance for installation, testing and commissioning.

At minimum, the proposed team shall include suitably qualified and experienced personnel covering:

- project management / electrical engineering;
- BESS and inverter/PCS systems;
- hybrid/microgrid control and integration for Lot 1; distributed household/hub design, STS metering and changeover protection for Lot 2; and
- diesel generator controls for Lot 1; roof/mounting structural and distributed-system interfaces for Lot 2.

Personnel proposed for Technical Assistance shall demonstrate relevant experience with the equipment offered or comparable equipment.

Any replacement of proposed key personnel after Contract Award shall require EPC's prior written approval and shall have qualifications and experience equal to or better than those of the personnel originally proposed.

Technical Assistance

(viii) The Bidder shall demonstrate its ability to mobilise suitably qualified Technical Assistance personnel to Samoa to support EPC during installation, testing and commissioning.

The Bidder shall state its proposed mobilisation lead time, regional or local support arrangements, remote technical support capability and manufacturer escalation arrangements.

After-Sales Support

(ix) The Bidder shall demonstrate access to adequate after-sales service, warranty administration, technical support and spare parts for the period required by the Contract.

(c) Usage Requirements

The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirements:

The Bidder shall furnish documentary evidence demonstrating that the Goods offered satisfy the following usage and performance requirements:

(i) compliance with the capacities, performance and functions specified in Section VI and Attachment 1 for Lot 1 or Attachment 3 for Lot 2;

(ii) compliance with the standards and certifications specified in the applicable lot specification;

(iii) commercial operating experience of the principal equipment relevant to the offered lot;

(iv) compatibility between all supplied PV, battery, inverter, control, metering and monitoring equipment, including diesel integration for Lot 1 and safe hub changeover for Lot 2;

(v) suitability of the equipment for Samoa's tropical marine environment, including high humidity, salt exposure, high rainfall, high operating temperatures and the specified corrosivity conditions;

(vi) compliance with specified efficiency, reliability, durability, safety and warranty requirements;

(vii) provision of all required monitoring, communications, HMI and control functionality;

(viii) capability to achieve all operating modes required for the applicable lot;

(ix) provision of mandatory spare parts, special tools, software and licences; and

(x) provision of the required documentation, training and Technical Assistance.

(xi) Principal equipment offered shall be commercially proven and shall not be prototype or pre-commercial equipment.

(xii) Where the proposed battery and inverter/PCS equipment are supplied by different manufacturers, the Bidder shall provide written manufacturer confirmation of compatibility or documentary evidence demonstrating successful operation of the same equipment combination in comparable applications.]

Section IV - Bidding Forms

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Bidder Information Form

Note: *The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.*

Date: *Insert date (as day, month and year) of Bid Submission*
IFB No.: *Insert number of bidding process*
Page: of pages

1. Bidder's name: *insert Bidder's legal name*
2. In case of Joint Venture (JV), name of each member: *insert legal name of each party in JV*
3. Bidder's actual or intended country of registration: *insert actual or intended country of registration*
4. Bidder's Year of Registration: *insert Bidder's year of registration*
5. Bidder's Legal address (in country of registration): *insert Bidder's legal address in country of registration*
6. Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email address:
7. Attached are copies of original documents of: *check (X) the box according to the attached original documents* ☐ Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB 4.1 and 4.2. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of a public body from Samoa, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.9 of bidding documents

Joint Venture Partner Information Form

Note: *The Bidder shall fill in this Form in accordance with the instructions indicated below. This form is to be completed by each member of the Bidder's JV*

Date: *Insert date (as day, month and year) of Bid Submission*
IFB No.: *Insert number of bidding process*
Page: of pages

1.	**Bidder's Legal name:** *insert Bidder's legal name*
2.	**JV Party's Legal name:** *insert JV Party's legal name*
3.	**JV Party's Country of Registration:** *insert JV Party's country of registration*
4.	**JV Party's year of Registration:** *insert JV Party's year of registration*
5.	**JV Party's legal address in country of Registration:** *insert JV Party's legal address in country of registration*
6.	**JV Party's authorised representative information** Name: Address: Telephone/Fax numbers: Email address:
7.	**Attached are copies of original documents of:** *check (X) the box according to the attached original documents* ☐ Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB 4.1 and 4.2. ☐ letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of a public body from Samoa, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.9

Bid Submission Form

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: *the Bidder shall fill in this Form in accordance with the Instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. All italicised text is for use in accomplishing these forms and shall be deleted from the final fully edited version*

Date: _____

IFB No.: _____

Alternative No.: *insert identification no. if this is a bid for an alternative*

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the bidding documents, including Addenda No.: *insert the number and issuing date of each Addenda* in accordance with ITB 8;

(b) We offer to supply in conformity with the bidding documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following the goods and related services *insert a brief description of the goods and related services;*

(c) We have satisfied all the legal requirements to carry on business in Samoa and, if our headquarters are outside Samoa, of our entitlement to carry on business in Samoa;

(d) We are not subject to or anticipate being subject to legal proceedings, either in Samoa or another jurisdiction, that would materially affect our ability or legal capacity to carry out the contract;

(e) We attach evidence of our fulfilment of non-price criteria of award set out in Section III, Evaluation and Qualification Criteria;

(f) The total price of our bid, including VAGST and other applicable local taxes but excluding any discounts offered in item (g) below, is: *insert the total bid price including VAGST in words and figures, indicating the various amounts and the respective currencies, together with separate totals for the Contract prime cost and VAGST and any other applicable taxes;*

(g) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. *Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies or state none.*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *(Specify in detail the method that shall be used to apply the discounts or state not applicable);*

(h) Our bid shall be valid for the period of time specified in ITB 19.1, from the date fixed for the bid submission deadline in accordance with ITB 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(i) If price adjustment provisions apply according to the **BDS**, the prices bid shall be adjusted accordingly;

(j) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 44 and GCC 18 for the due performance of the Contract;

(k) Our firm, including any subcontractors or suppliers for any part of the Contract do not have any conflict of interest according to ITB 4.5;

(l) Our firm and any associated firm or joint venture party have not been subject to insolvency or bankruptcy or receivership or liquidation proceedings during the immediate past twelve (12) months;

(m) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Government of Samoa or the Procuring Entity under the laws of the Independent State of Samoa;

(n) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.6 other than for alternative offers permitted under ITB 13 of the bidding documents;

(o) We are not a government owned entity/We are a government owned entity but comply with the requirements of ITB 4.9 ***Note:*** *delete non-applicable statement;*

(p) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*

Name of Recipient	Address	Reason	Amount

Note: *If none has been paid or is to be paid, indicate "none."*

(q) Our firm, and its principals including any director, officer, manager or supervisor, currently and in the past three years, have not committed criminal offenses involving fraud, corruption or other misconduct signifying unsuitability for participation in any way in the procurement and contracting process;

(r) Our firm, and its principals including any director, officer, manager or supervisor, currently and in the past three years, have not been suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Samoa or elsewhere;

(s) We certify that we are in good standing with the Government and have paid all taxes, duties, fees and other impositions as may be levied in Samoa prior to the award of contract. We also understand evidence of such certification may be required from the successful Bidder prior to award of contract;

(t) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(u) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(v) We understand that you are not bound to accept the lowest responsive bid or any other bid that you may receive. We understand that the Procuring Entity may cancel a procurement at any time prior to the acceptance of the successful bid or after the successful bid is accepted if

(i) the Bidder presenting the bid is suspended or debarred;

(ii) the procurement is cancelled;

(iii) the Bidder presenting the successful bid is excluded on the grounds of corruption, unfair competition or conflict of interest; or

(iv) the procurement, the bid or the Bidder contravenes or is otherwise not compliant with the provisions of the laws of the Independent State of Samoa.

Signed: _____ *insert signature of person whose name and capacity are shown below*

In the capacity of *insert legal capacity of person signing the Bid Submission Form*

Name: *insert complete name of person signing the Bid Submission Form*

Duly authorised to sign the bid for and on behalf of: *insert complete name of Bidder*

Dated on _____ day of _____, _____ *insert date of signing*

Lots offered: [ ] Lot 1 [ ] Lot 2 [ ] Both. State separate unconditional totals, taxes and currencies for each lot and any both-lots discount with its allocation. A combined bid is one submission with independent lot prices.

Price Schedule Forms

NOTE:

The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the ***Price Schedules*** *shall coincide with the list of goods and related services specified by the Procuring Entity in the Schedule of Requirements.*

For evaluation purposes only, prices should include import customs duties and VAGST and other applicable taxes. Despite that applicable taxes or duties are not included in the prices, such are to be paid as determined by the relevant authority prior finalisation and signing of the Contract.

Complete a separate copy of each applicable original Price Schedule for each offered lot. Mark every sheet with the lot number. Use item references 1-G01 to 1-G08 and 1-S01 to 1-S07 for Lot 1; 2-G01 to 2-G05 and 2-S01 to 2-S07 for Lot 2. Include all quantities and mandatory services. Each lot total shall include its goods, Related Services, mandatory spares/tools, licences, delivery and applicable taxes/duties, counted once.

Price Schedule: Goods Manufactured Outside Samoa, to be Imported

GOODS TO BE IMPORTED

Currencies in accordance with ITB Sub-Clause 15

Date: _____
IFB No: _____
Alternative No: _____
Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10	Total Bid Price per Line item
Line Item No.	Description of goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP *insert place of destination* in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Samoa to convey the goods to their final destination specified in **BDS**	Customs duties & charges	VAGST	(Col. 7+8+9+10)
insert no. of the item	*insert name of good*	*insert country of origin of the Good*	*insert quoted Delivery Date*	*insert no. of units to be supplied and name of the physical unit*	*insert unit price CIP per unit*	*insert total CIP price per line item*	*insert the corresponding price per line item*	*insert the corresponding price per line item*	*insert the corresponding price per line item*	*insert total price of the line item*
					SUB TOTAL AMOUNT					
					VAGST					
					TOTAL AMOUNT					

Name of Bidder: *insert complete name of Bidder*, Signature of Bidder _____ Date: *insert date*

Price Schedule: Goods Manufactured Outside Samoa, already imported

Currencies in accordance with ITB Sub-Clause 15								Date: _____ IFB No: _____ Alternative No: _____ Page N° _____ of _____			
1	2	3	4	5	6[a]	7[b]	8[c]	9[d]	10[e]	11[f]	12
Line Item No.	Description of goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid	Custom Duties and Import Taxes paid per unit	Unit Price net of custom duties and import taxes	Price per line item net of Custom Duties and Import Taxes paid	Price per line item for inland transportation and other services required in Samoa to convey the goods to their final destination	Sales (VAGST) and other taxes paid or payable per item if Contract is awarded	Total Bid Price per line item
							Col.6–Col.7	Col. 5x8			Col. 9+10
insert no. of the item	*insert name of goods*	*insert country of origin of the Good*	*insert quoted Delivery Date*	*insert of units to be supplied and name physical unit name*	*insert unit price per unit*	*insert custom duties and taxes paid per unit*	*insert unit price net of custom duties and import taxes*	*insert price per line item net of custom duties and import taxes*	*insert price per line item for inland transportation and other services*	*insert sales and other taxes payable per item if Contract is awarded*	*insert total price per line item*
							SUB TOTAL AMOUNT				
							VAGST AMOUNT				
							TOTAL AMOUNT				

Name of Bidder: *insert complete name of Bidder,* Signature of Bidder _____ Date: *insert date*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15					Date: _____ IFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service No.	Description of Services (excludes inland transportation and other services required in Samoa to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
insert no. of the Service	*insert name of Services*	*insert country of origin of the Services*	*insert delivery date at place of final destination per Service*	*insert number of units to be supplied and name of the physical unit*	*insert unit price per item*	*insert total price per item*
				Sub Total Bid Prices – related services		
				Sub Total - VAGST		
				Total Bid Price – Related Services		

Name of Bidder: *insert complete name of Bidder,* Signature of Bidder _____ Date: *insert date*

Lot 2 base pricing shall include 22 small kits, 86 large kits and five 4 kWp/6 kWh usable hub kits. Quote additional unit rates separately for a 4-to-5 kWp hub upgrade, a 4-to-6 kWp hub upgrade and each additional usable battery kWh. Upgrade rates shall include all affected BOS/design/configuration costs; do not add both PV increments to the same hub. These rates are excluded from evaluated base totals and require a written variation before ordering.

Bid Security (Bank Guarantee)

The Bank shall fill in this Bank Guarantee in accordance with the instructions indicated.

Beneficiary: _____ *Name and Address of procuring entity*

Indicate here if this guarantee is for an alternative bid and, if so, identify the details of the alternative bid, if applicable.

Date: _____
BID GUARANTEE No.: _____

We have been informed that *name of the bidder* ("bidder") has submitted to you its bid dated *insert date* ("bid") for the execution of *name of contract* under for IFB No. *reference no*.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the bidder, we *name of Bank*, as Guarantor, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures, amount in words* upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the bidder:

(a) has materially modified or withdrawn its bid during the period of bid validity specified by the bidder in the Bid Submission Form; or
(b) does not accept a correction of errors; or
(c) having been notified of the acceptance of its bid by the procuring entity during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to bidders.

This guarantee will expire: (a) if the bidder is the successful bidder, upon our receipt of copies of the contract signed by the bidder and the performance security issued to you upon the instruction of the bidder; or (b) if the bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the bidder that the contract with the successful bidder has been executed; or (ii) twenty-eight (28) days after the expiration of the validity of the bidder's bid.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

_____

Signature(s)

Manufacturer's Authorisation

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

Date: *insert date (as day, month and year) of Bid Submission*

IFB No.: *insert number of bidding process*

Alternative No.: *insert identification No if this is a bid for an alternative*

To: *insert complete name of Procuring Entity*

WHEREAS

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

We extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the goods offered by the above firm.

Signed: *insert signature(s) of authorised representative(s) of the Manufacturer*

Name: *insert complete name(s) of authorised representative(s) of the Manufacturer*

Title: *insert title*

Dated on _____ day of _____, _____ *insert date of signing*

Section V – Eligible Countries

Eligibility for the Provision of Goods, Works and Services under a Government of Samoa - Financed Procurement

All countries other than those currently designated as **INELIGIBLE** are eligible to tender to provide the goods, works and services which are the subject of this tender.

Presently **INELIGIBLE** countries are:

- Andora, Democratic People's Republic of Korea, Liechtenstein, Monaco (not members of the World Bank or Asian Development Bank), and
- Iraq (UN Security Council).

For projects funded solely by a specific donor, please refer to donor concerned for their list of ineligible countries.

The country of registration must be a member of the World Bank or Asian Development Bank and not under sanction of the UN Security Council.

PART 2 – PROCURING ENTITY'S REQUIREMENTS

Section VI - Schedule of Requirements

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1. List of Goods and Delivery Schedule

The Procuring Entity shall fill in this table, with the exception of the column "Bidder's Offered Delivery Date" to be filled by the Bidder – for large contracts, this Schedule will be better expressed in terms of DELIVERY OF LOTS

Line Item or Lot No.	**Description of Goods**	**Quantity**	**Physical unit**	**Final (Project Site) Destination as specified in BDS**	**Delivery (as per Incoterms) Date**		
					Earliest Delivery Date after Contract Effective Date	**Latest Delivery Date after Contract Effective date**	**bidder's offered delivery date *to be provided by the bidder***
insert item No.	*insert description of goods*	*insert quantity of item to be supplied*	*insert physical unit for the quantity*	*insert place of Delivery*	*insert the number of days following the date of effectiveness the Contract*	*insert the number of days following the date of effectiveness the Contract*	*insert the number of days following the date of effectiveness the Contract*

1-G01	Complete Solar Photovoltaic (PV) Generation System, designed for the Apolima Tai Renewable Energy Mini-Grid, with a target installed PV module capacity of 24 kWp and within the permitted range of 23–26 kWp, including PV modules, mounting structures, DC cabling, connectors, isolators, combiner/junction equipment, enclosures, protection and all other DC balance-of-system equipment and materials required by the Technical Specifications.	1	Complete System	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder

1-G02	Complete Battery Energy Storage System (BESS) with an aggregate usable energy capacity at beginning of life of not less than 90 kWh, including LFP battery cells/modules, racks, cabinets/enclosures, Battery Management System, associated protection, communications, interconnection equipment and all accessories and materials required by the Technical Specifications.	1	Complete System	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder
1-G03	Complete Inverter/Power Conversion, Energy Management, Control and Monitoring System	1	Complete System	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder
1-G04	Complete Standby Diesel Generation System	1	Complete Set	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder

1-G05	LV Balance-of-System and System Integration Equipment and Materials	1	Lot	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder
1-G06	Installation Materials and Accessories	1	Lot	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder
1-G07	Mandatory Spare Parts and Service Consumables	1	Lot	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder
1-G08	Special Tools, Proprietary Interfaces, Software and Licences	1	Lot	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder
2-G01	Complete small residential equipment kit: ≥1.5 kWp PV / ≥3 kWh usable LFP / ≥1.5 kVA inverter; all required BOS, STS, mounting and monitoring	22	kit	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder

2-G02	Complete large residential equipment kit: ≥3 kWp PV / ≥7 kWh usable LFP / ≥3 kVA inverter; all required BOS, STS, mounting and monitoring	86	kit	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder
2-G03	Complete base community hub equipment kit: ≥4 kWp PV / ≥6 kWh usable LFP / ≥5 kVA inverter; essential-load board, non-paralleling utility changeover, STS, mounting and monitoring	5	kit	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder
2-G04	Mandatory spare parts, supplied in addition to the 113 operational kits	1	lot	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder
2-G05	Lot-wide proprietary tools, commissioning leads and licensed service software; no double charge for kit monitoring licences	1	lot	EPC Central Stores, Vaitele, Apia, Samoa	90 days	120 days	To be completed by Bidder

Name of Bidder: *insert complete name of Bidder,* Signature of Bidder _____ Date: *insert date*

2. List of Related Services and Completion Schedule

This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required goods Delivery Dates (as per Incoterms), customs clearance & inland transportation times, and site readiness, as applicable

Service	Description of Related Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
insert Service No.	*insert description of Related Services*	*insert quantity if applicable of items to be supplied*	*insert physical unit for the items*	*insert name of the Place*	*insert required Completion Date(s)*
1-S01	Detailed System Design and Engineering, including final equipment selection, design calculations, system architecture, AC and DC single-line diagrams, equipment layouts, cable and protection schedules, control philosophy, PV/BESS/diesel integration design, communications/monitoring architecture and all other drawings and engineering information required for EPC review and installation of the supplied system.	1	Lot	Supplier's Premises / EPC Samoa	Within 45 calendar days after the Contract Effective Date, and in all cases prior to manufacture or shipment of equipment dependent upon the approved design.

1-S02	Factory Inspection, Testing and Pre-Shipment Documentation, including performance of all required factory tests, quality inspections, provision of certified test reports, certificates of conformity, packing lists, serial-number schedules and all documentation required under Section VI – Inspections and Tests.	1	Lot	Manufacturer's / Supplier's facilities	Prior to shipment of the relevant Goods and no later than 120 calendar days after the Contract Effective Date, unless otherwise approved by EPC.

1-S03	Technical Assistance for EPC Installation, including suitably qualified technical personnel to advise and support EPC in installation of the Solar PV, BESS, inverter/PCS, diesel generation, control, protection and associated integration equipment in accordance with the approved design and manufacturers' requirements.	1	Lot	EPC Station, Apolima Tai Island, Samoa	Supplier personnel to mobilise within fourteen (14) calendar days of EPC's written notice. Service to continue as reasonably required through completion of EPC's installation programme.

1-S04	Technical Assistance for Testing and Pre-Commissioning, including inspection of the installed system, verification of installation against the approved design, configuration of proprietary equipment, settings, communications, protection, BMS, inverter/PCS, generator controls and provision of specialist support during EPC's testing activities.	1	Lot	EPC Station, Apolima Tai Island, Samoa	Supplier to mobilise within fourteen (14) calendar days of EPC's written notice and complete the service before commencement of integrated commissioning.

1-S05	Technical Assistance for Commissioning and Integrated System Testing, including specialist support, system configuration and validation necessary to demonstrate coordinated operation of the Solar PV, BESS, inverter/PCS, control system and diesel generator in all operating modes required by the Technical Specifications.	1	Lot	EPC Station, Apolima Tai Island, Samoa	Supplier to mobilise within fourteen (14) calendar days of EPC's written notice and remain available until successful completion of the required commissioning tests and correction of Supplier-related deficiencies.

1-S06	Training of EPC Personnel and Local Operators, covering system architecture, safe operation, HMI, controls and settings, normal operating modes, start-up and shutdown, routine maintenance, monitoring, troubleshooting, warranty procedures and other requirements specified in the Technical Specifications.	1	Lot	EPC Station, Apolima Tai Island, Samoa	Prior to Final Acceptance and within fourteen (14) calendar days following successful commissioning, unless otherwise agreed by EPC.
1-S07	Final Documentation and Handover, including final/as-built drawings, approved equipment schedules, O&M manuals, commissioning and test records, configuration files, software and licences, administrator credentials, warranties, complete parts lists, training materials and other documentation required by the Contract.	1	Lot	EPC Samoa	Within fourteen (14) calendar days after successful commissioning and prior to issuance of Final Acceptance.

2-S01	Detailed design and engineering, equipment submittals, structural/interfaces and installation documents	1	Lot	EPC / Upolu and Savai'i sites	Standard designs by day 45; each site design within 21 days of complete EPC survey inputs and before installation.
2-S02	Factory testing, quality inspections, pre-shipment release and certified records	1	Lot	EPC / Upolu and Savai'i sites	Before shipment; allow time to meet day-90 first articles and day-120 final delivery.
2-S03	Technical assistance for EPC installation and first-article validation where applicable	1	Lot	EPC / Upolu and Savai'i sites	Mobilise within 14 days of EPC notice; support first articles and rollout.
2-S04	Technical assistance for pre-commissioning, settings and proprietary configuration	1	Lot	EPC / Upolu and Savai'i sites	Before energisation and functional tests.

2-S05	Technical assistance for commissioning, integrated/functional tests and Supplier defect correction	1	Lot	EPC / Upolu and Savai'i sites	Support commissioning and close Supplier defects before acceptance.
2-S06	EPC technical training, user/operator training support, bilingual guides and records	1	Lot	EPC / Upolu and Savai'i sites	Installer training before installation; user guides and technical training before acceptance.
2-S07	Final documentation, as-builts, asset records, configuration files, access and handover	1	Lot	EPC / Upolu and Savai'i sites	Within 14 days of successful commissioning and before lot Final Acceptance.

Name of Bidder: *insert complete name of Bidder,* Signature of Bidder _____ Date: *insert date*

3. Technical Specifications

The technical specifications for the Goods and Related Services under this Contract are contained in:

Attachment 1 – ***REnew Pacific – PV/BESS Technical Specification – Apolima Island, Samoa", ITP Renewables Reference 24025, Revision 3 (Final), dated 13 July 2026***.

Attachment 3 – PV/BESS Technical Specification for Off-Grid Household and Community Hub Systems, appended to this document, applies only to Lot 2. Attachments 1 and 2 remain applicable only to Lot 1.

Attachment 1 forms an integral part of Section VI – Schedule of Requirements and the Contract.

The technical specification shall be read together with:

Attachment 2 – "Apolima Island Mini-Grid – Preliminary Drawing Package", ITP Renewables Reference 24025, dated 9 July 2026, comprising:

(a) Drawing No. 24025-G-0400 Rev 0 – Location Plan;

(b) Drawing No. 24025-G-2100 Rev 0 – General Arrangement Plan; and

(c) Drawing No. 24025-E-1100 Rev 0 – AC Single Line Diagram.

The Preliminary Drawing Package is provided as reference information and shall not be construed as final detailed-design or construction drawings. The Supplier shall be responsible for preparation and submission of the final detailed design and drawings required under the Contract. Drawing No. 24025-E-1100 itself identifies the AC SLD as being for information purposes only and applicable to the preliminary project stage.

Contractual Scope Clarification

Notwithstanding any wording in Attachment 1 to the contrary, for the purposes of this Contract:

(a) the Supplier shall be responsible for the design and supply of all Goods specified in the List of Goods, including the Solar PV system, BESS, inverter/control system, standby diesel generation system and associated system-integration equipment;

(b) EPC shall undertake the physical installation, testing and commissioning of the Goods;

(c) the Supplier shall provide the Technical Assistance, specialist configuration, procedures, manufacturer support and other Related Services specified in the List of Related Services to support EPC's installation, testing and commissioning; and

(d) EPC's physical installation, testing and commissioning shall not relieve the Supplier of responsibility for the completeness and correctness of its design, compatibility and integration of the supplied Goods, or compliance of the Goods with the Technical Specifications.

Where there is any inconsistency between Attachment 1 and the express scope or responsibility allocation stated in Section VI, Section VI shall prevail.

For Lot 2, the Supplier shall design and supply 22 small residential systems (minimum 1.5 kWp PV, 3 kWh usable LFP storage and 1.5 kVA continuous inverter output), 86 large residential systems (3 kWp, 7 kWh and 3 kVA) and five base community hubs (4 kWp, 6 kWh and 5 kVA). Operational totals are 113 systems, at least 311 kWp PV and 698 kWh usable storage, excluding mandatory spares. Quote hub upgrades to 5 or 6 kWp separately. EPC undertakes all physical installation, testing and commissioning; Supplier design, compatibility, equipment performance and warranties remain Supplier obligations.

For each lot, the latest complete delivery is 120 calendar days after its Contract Effective Date. Lot 2 shall deliver one complete first-article kit per category by day 90; these three kits count within the 113 systems. EPC shall validate each first article for at least 72 hours before bulk rollout of that category. Allow 70 calendar days after final equipment delivery for EPC installation/testing/commissioning and a further 14 days for final handover (baseline day 204). EPC review allowance is ten working days per complete design submission; Supplier comments are addressed within five working days. FAT notice is at least 14 days before testing; all FAT/dispatch must occur early enough to meet delivery.

For comparable service pricing, include at least 20 specialist person-working-days in Samoa across two planned mobilisations for Lot 1 and 30 across three planned mobilisations for Lot 2, with remote support throughout rollout. Include all Supplier travel/accommodation and proprietary configuration. Supplier-caused defect correction/retesting does not consume these planned allowances. These are proposed drafting allowances to be checked against EPC’s rollout plan before issue.

Lot 2 mandatory spares, additional to the 113 operational systems: PV modules – three percent of installed modules of each model, rounded up, minimum four; small residential inverters – two; large residential inverters – two; hub inverters – one of each distinct model; residential battery modules – two of each distinct model; hub battery modules – one of each distinct model; STS meter and customer interface – five complete sets; DC isolators/fuses/fuse holders/SPDs/AC breakers/RCDs or RCBOs – five percent of each installed type, rounded up, minimum two; connectors/glands/lugs/ferrules – five

percent or one complete service kit of each type; communications gateways – two of each distinct model. Supply all proprietary tools, commissioning leads, service software and EPC administrator access. Spares shall be new, compatible, labelled and delivered with storage instructions. No Lot 1 spare counts against Lot 2.

4. Drawings

[The following preliminary drawings form part of the Bidding Documents and shall be read together with the Technical Specifications:

Attachment 2 – Apolima Island Mini-Grid – Preliminary Drawing Package, ITP Renewables Reference 24025, dated 9 July 2026, comprising:

(a) Drawing No. 24025-G-0400 Rev 0 – Location Plan;
(b) Drawing No. 24025-G-2100 Rev 0 – General Arrangement Plan; and
(c) Drawing No. 24025-E-1100 Rev 0 – AC Single Line Diagram.

The drawings are preliminary and are provided to indicate the intended site arrangement, system configuration and principal interfaces. They shall not be construed as final detailed-design or construction drawings.

The Supplier shall be responsible for preparing and submitting all detailed design drawings necessary for manufacture, installation, testing, commissioning, operation and maintenance of the supplied system.

The Supplier's detailed drawings shall include, as applicable:

(i) final General Arrangement and equipment layout;

(ii) Solar PV array, string and mounting layouts;

(iii) BESS rack, cabinet and equipment layouts;

(iv) final AC and DC Single Line Diagrams;

(v) LV switchboard and protection arrangements;

(vi) diesel generator electrical, control and interface arrangements;

(vii) system control, communications and monitoring architecture;

(viii) protection, interlocking and control diagrams;

(ix) earthing, bonding, lightning protection and surge protection arrangements;

(x) power, control and communications cable schedules and termination details;

(xi) equipment mounting and foundation/interface requirements;

(xii) installation details and manufacturer's requirements; and

(xiii) final as-built drawings following completion of installation and commissioning.

All Supplier drawings shall be submitted to EPC for review in accordance with the Contract.

In the event of any inconsistency between the Preliminary Drawings and the final approved Supplier design, the Supplier shall immediately notify EPC and obtain EPC's written approval before implementing any material departure from the intended system arrangement. **]**

5. Inspections and Tests

The following inspections and tests shall be performed by EPC or its designated representative, either during factory production, upon delivery, or at the installation site, to ensure the supplied goods meet the specified performance and quality standards.

[**5.1 General**

The Supplier shall, at its own cost, carry out all inspections, factory tests, pre-shipment tests, quality assurance checks and other tests required by the Contract, the Technical Specifications, applicable standards and the manufacturers' requirements.

EPC and/or its authorised representative, including representatives of REnew Pacific where applicable, shall have the right to inspect the Goods and witness any inspection or test specified under the Contract.

The Supplier shall provide EPC with not less than fourteen (14) calendar days' written notice of any factory inspection, Factory Acceptance Test or other designated Witness or Hold Point.

No Goods subject to a Hold Point shall be shipped until EPC has witnessed the relevant inspection or test, or has provided written release or waiver of its right to witness.

EPC's inspection, witnessing, review, approval, non-attendance or waiver of attendance shall not relieve the Supplier of any responsibility or obligation under the Contract.

5.2 Design and Documentation Review

Prior to manufacture or shipment, as applicable, the Supplier shall submit to EPC for review all documentation necessary to demonstrate compliance of the proposed Goods and system design with the Contract requirements, including:

(a) final equipment schedules and manufacturers' datasheets;

(b) applicable standards, certifications and type-test documentation;

(c) detailed design drawings and calculations;

(d) final AC and DC Single Line Diagrams;

(e) system control, protection and communications architecture;

(f) PV/BESS/diesel generation integration and operating philosophy;

(g) protection and control settings;

(h) installation, testing and commissioning procedures;

(i) Inspection and Test Plans;

(j) manufacturers' warranty documentation;

(k) evidence of compatibility between major system components; and

(l) any other technical information reasonably required by EPC to verify compliance with the Contract.

EPC's review or approval of any submission shall not relieve the Supplier of responsibility for the accuracy, completeness, compatibility, safety, integration or performance of its design or supplied Goods.

5.3 Factory Inspection and Testing

The Supplier shall ensure that the principal Goods are inspected and tested at the manufacturer or Supplier's facilities prior to shipment in accordance with the Technical Specifications, applicable standards and normal manufacturer Factory Acceptance Test procedures.

Factory inspections and tests shall include, as applicable, the following:

Solar PV System

i. verification of manufacturer, model, quantity, ratings and serial numbers;
ii. verification of applicable standards and certifications;
iii. review of manufacturer flash-test or production test records;
iv. visual inspection for manufacturing defects or physical damage;
v. verification of specified warranty documentation; and
vi. verification of associated DC equipment, protection and accessories.

Battery Energy Storage System

i. verification of battery chemistry, manufacturer, model, capacity and manufacturing date;
ii. verification of battery racks, cabinets/enclosures, BMS and associated protection;
iii. verification of applicable transport and stationary-battery certifications;
iv. verification of battery voltage and State of Charge;
v. functional verification of BMS alarms, communications and protection functions;
vi. charge/discharge or other routine manufacturer testing where applicable;
vii. insulation and electrical safety checks; and

viii. verification of serial numbers, warranty requirements and storage/transport requirements.

Inverter/PCS, Control and Monitoring Equipment

i. verification of manufacturer, model, ratings and applicable certifications;
ii. verification of protection functions;
iii. verification of HMI, monitoring and communications functionality;
iv. verification or simulation, where reasonably practicable, of required operating modes and control functions;
v. verification of firmware/software versions and configuration capability; and
vi. provision of factory test records, configuration files, settings and required administrator access.

Diesel Generation System

i. manufacturer Factory Acceptance Testing of the complete diesel generator set;
ii. verification of rated output, voltage and frequency;
iii. verification of engine, alternator, controller and auxiliary systems;
iv. start, stop and emergency-stop testing;
v. verification of alarms and protection functions;
vi. verification of generator controller and communications interfaces;
vii. verification of compatibility with the proposed mini-grid control arrangement; and
viii. (ee) provision of certified Factory Acceptance Test results prior to shipment.

5.4 Pre-Shipment Inspection

Prior to shipment, the Supplier shall verify:

(a) quantities and completeness of all Goods;

(b) equipment model and serial numbers;

(c) absence of visible damage, corrosion or defects;

(d) inclusion of all accessories, mandatory spare parts, special tools and installation materials;

(e) suitability of packing for international marine transportation, tropical conditions, handling and storage;

(f) compliance with applicable dangerous-goods requirements, including requirements applicable to lithium batteries;

(g) proper equipment identification and labelling; and

(h) completeness of shipping, customs, dangerous-goods, warranty, certificate and technical documentation required by the Contract.

EPC may withhold pre-shipment release where mandatory inspections, test records, certificates or shipping documentation have not been satisfactorily provided.

Pre-shipment inspection or release shall not constitute Acceptance of the Goods.

5.5 Inspection upon Delivery

Upon delivery to EPC Central Stores, Vaitele, Apia, Samoa, EPC shall be entitled to inspect the Goods for:

(a) shipping or handling damage;

(b) evidence of water ingress, corrosion or deterioration;

(c) completeness of quantities;

(d) manufacturer, model and serial-number verification;

(e) condition and State of Charge of the BESS, where applicable;

(f) completeness of spare parts, tools, accessories and documentation; and

(g) any readily identifiable non-conformity with the Contract.

Receipt, unloading, storage or preliminary inspection of the Goods by EPC shall not constitute Acceptance and shall not prejudice EPC's rights in respect of latent defects, non-conformities, warranty claims or defects subsequently identified during installation, testing or commissioning.

5.6 Installation Inspection and Testing

EPC shall undertake physical installation and installation testing at Apolima Tai for Lot 1 and at the nominated household/community sites for Lot 2, with Supplier Technical Assistance under the applicable specification.

The Supplier shall provide the Technical Assistance, installation procedures, checklists, manufacturers' instructions, specialist support and other information required under the Contract to enable EPC to undertake installation correctly.

The Supplier's Technical Assistance personnel shall inspect the installation at agreed Hold or Witness Points and shall promptly identify to EPC any observed material departure from the Supplier's approved design, installation requirements or manufacturers' instructions.

Installation inspections and tests shall include, as applicable:

(a) mechanical installation and mounting verification;

(b) torque verification;

(c) electrical continuity;

(d) insulation resistance;

(e) polarity verification;

(f) earthing and bonding;

(g) protection and isolation devices;

(h) PV string voltage/current and associated checks;

(i) BESS voltage, BMS operation and protection;

(j) inverter/PCS configuration and settings;

(k) switchboard and protection checks;

(l) diesel generator interface and control checks; and

(m) communications, HMI and monitoring-system verification.

5.7 Commissioning and Integrated System Testing

EPC shall physically undertake commissioning of the completed system with Technical Assistance from the Supplier.

The Supplier shall provide all required commissioning procedures, suitably qualified personnel, specialist configuration, software, settings, passwords, proprietary interfaces, manufacturer support and technical verification necessary to demonstrate compliance with the Contract.

Commissioning and integrated system testing shall include, as applicable:

(a) Solar PV generation and MPPT operation;

(b) BESS charging and discharging;

(c) BESS State-of-Charge monitoring and control;

(d) inverter/PCS voltage and frequency control;

(e) automatic diesel generator start and stop;

(f) diesel generator loading and unloading;

(g) operation and transition between the required Diesel-Off, Diesel Back-Up and Diesel-Only operating modes;

(h) system protection and interlocking;

(i) black-start capability where required by the Technical Specifications;

(j) HMI, monitoring and communications functionality;

(k) remote monitoring or SCADA functionality where applicable;

(l) power quality and system-stability verification;

(m) thermal inspection of principal electrical connections under load, where applicable;

(n) alarms, trips, event logs and data recording; and

(o) any reliability, endurance or operational demonstration specified by EPC or the Technical Specifications.

The commissioning requirements of Attachment 1 apply to Lot 1. Attachment 3 governs Lot 2, including every-site STS and monitoring tests, three 72-hour first articles, and all-hub changeover/no-backfeed tests. EPC physically executes testing with Supplier specialist support.

5.8 Test Records and Final Acceptance

The Supplier shall provide EPC with complete certified records of all inspections and tests undertaken under the Contract, including Factory Acceptance Test records, pre-shipment inspection records, equipment certificates, installation verification records and commissioning results relevant to the Supplier's scope.

Final Acceptance shall not occur solely upon delivery of the Goods.

Final Acceptance shall occur only after:

(a) all Goods and Related Services required under the Contract have been provided;

(b) the Goods have been installed and found to comply with the Contract;

(c) all mandatory installation, functional and commissioning tests have been satisfactorily completed;

(d) Lot 1 has demonstrated the complete PV/BESS/diesel operating modes; Lot 2 has completed and accepted all 113 systems, including all required prepaid metering, monitoring and safe hub transfer functions;

(e) all Supplier-responsible defects and outstanding punch-list items have been rectified;

(f) required training has been completed;

(g) all final/as-built drawings, O&M manuals, test reports and certificates have been submitted;

(h) all software, licences, configuration files, settings, passwords and administrator credentials required for EPC operation and maintenance have been handed over;

(i) all warranty documentation has been provided; and

(j) EPC has issued a written Final Acceptance Certificate for the applicable lot. Lot 2 individual site acceptance does not release completion of the remaining sites and common deliverables.

Final Acceptance shall not waive or reduce any warranty, defect-liability, indemnity or other continuing obligation of the Supplier under the Contract.

5.9 Failed Inspection Tests

Where any Goods or system component fails an inspection or test or is found not to conform to the Contract, EPC may reject the affected Goods or require corrective action in accordance with the Contract.

The Supplier shall, at its own cost, promptly investigate, repair, replace, modify or otherwise correct the affected Goods, design, software, configuration or documentation and shall repeat the relevant inspection or test until compliance is demonstrated.

The Supplier shall bear all reasonable additional costs incurred by EPC for repeat inspections or witness testing resulting directly from a failure, defect or non-conformity attributable to the Supplier.

Inspection, testing, witnessing or acceptance by EPC shall not relieve the Supplier of its warranty or other contractual obligations.

Attachment 3 – Lot 2 Technical Specification

PV and Battery Energy Storage Systems for Rooftop Households and Community Hubs

This specification applies only to Lot 2. Section VI and the SCC define the Supplier design/supply/support obligations and EPC physical installation/testing/commissioning responsibilities.

A3.1 Scope operating modes and minimum ratings

Supply new, unused, commercially proven, integrated PV/LFP battery/inverter systems for 22 small households, 86 large households and five community hubs. Every operational kit shall include all equipment, mounting/fasteners, cabling/connectors, isolation/protection, earthing, enclosure, STS meter/CIU, monitoring hardware, labels and materials required for the approved site design and essential-load connection point.

The small household minimum is 1.5 kWp PV, 3 kWh usable battery and 1.5 kVA continuous AC. The large household minimum is 3 kWp, 7 kWh and 3 kVA. The base hub minimum is 4 kWp, 6 kWh and 5 kVA, with separately requested increments to 5 and 6 kWp. Quantities and totals are as stated in Section VI. Additional installed capacity needed for module granularity, inverter operating windows or warranted usable energy shall be included without reducing any minimum.

Systems shall supply stable 230/240 V, single-phase, 50 Hz pure-sine-wave power. Household systems are fully off-grid. Hubs operate as independent PV/BESS sources and may transfer their essential loads to an available EPC supply through an approved non-paralleling changeover; export and source paralleling are prohibited. No grid-parallel design approval is conferred by this tender.

Provide battery black start; automatic recovery after low-energy shutdown when sufficient solar returns; protected settings; local alarms for low SoC, overload and faults; safe control without communications; and load-management settings suitable for the verified daily/starting loads. Avoid repeated rapid shutdown/restart cycling. Inverter, battery power and PV charging ratings shall support the offered equipment’s declared continuous and surge performance in the design conditions. State usable energy at BOL at the warranted SoC limits, charge/discharge power, efficiency and temperature derating. Gross battery nameplate energy is not an acceptable substitute.

A3.2 Design conditions standards and asset life

Design matter	Requirement
Climate and durability	Tropical marine, high rain, salt, UV and high humidity frequently above 80 percent. Prevent condensation, insects/vermin ingress and corrosion. External metallic systems shall be suitable for severe marine exposure (C5-

	M basis in the project specification, with current equivalent corrosion classification where relevant).
Wind and structures	Design mounting/attachments for at least the project 220 km/h wind basis and any higher actions required by the applicable Samoa Building Code and AS/NZS 1170 design. Wind speed alone is not a structural certification; consider site exposure, topography, fixings, uplift and complete load path.
Temperature and seismic restraint	Rate equipment for ambient conditions up to 50°C, accounting for manufacturer derating and enclosure heating; securely restrain batteries/enclosures against seismic/impact/overturning loads.
Design-life objectives	PV modules, mounting and exposed cabling: 25 years; hub infrastructure/major enclosures: 25 years; switchboards/protection: 15–25 years; inverters/chargers: 10–15 years; monitoring hardware: 10 years with replaceable communication modules; battery life consistent with declared cycles/throughput and warranty.
Standardisation	One PV module make/model unless EPC approves a justified alternative. Use common residential inverter/battery families where practical. Explain category differences and support them with the required spares strategy.

Comply with the following standards, including applicable amendments at tender closing and standards called up by them, as relevant to the equipment/application. Where a referenced edition has been superseded, disclose the proposed edition and equivalence before award; do not lower a stated safety/performance requirement. Apply grid-interface standards only where applicable; a hub changeover does not authorise grid-parallel operation.

Standard or requirement	Application

Samoa National Building Code 2017 and applicable local requirements	Building/structural/wind/life safety and electrical licensing requirements
EPC Technical Standards and Specifications	Metering, interfaces, protection, labelling and workmanship
AS/NZS 1170.0; AS/NZS 1170.2:2021	Structural and wind actions
AS/NZS 1768:2021	Lightning risk and protection
AS/NZS 3000:2018; AS/NZS 3008.1.1:2017; AS/NZS 3017:2022	Electrical installation, cable selection and verification
AS/NZS 4777.1:2024; AS/NZS 4777.2:2020	Inverter installation/product interface requirements where applicable
AS/NZS 5033:2021; AS/NZS 5139:2019 including applicable amendments	PV array and battery installation safety
AS/NZS 61439 series; IEC 60529	Switchboard assemblies and enclosure IP ratings
IEC 61215; IEC 61730; IEC 61701	PV qualification, safety and salt-mist testing
IEC 62109 series; IEC 62619 or UL 1973 as specified for the offered stationary battery	Inverter safety and stationary battery safety evidence
IEC 62055 series and STS requirements	Prepayment metering and EPC-compatible token/vending functionality
IEC 61724-1; ISO 12944 series	Performance monitoring and corrosion protection
UN Manual of Tests and Criteria Part III subsection 38.3; applicable dangerous-goods transport rules	Lithium battery transport test summaries, packing and shipping compliance

A3.3 Surveys design verification and submission

EPC shall confirm sites and undertake routine field surveys using Supplier-approved templates, including GPS, access, roof/mounting dimensions, photographs, existing electrical interface, load schedule and communications coverage. The Supplier shall review/validate these inputs, request missing information promptly, and carry out any specialist verification necessary to certify its own design. Include all 113 site design records in the base scope; EPC data do not relieve Supplier design responsibility.

Assess connected loads, daily energy, motor/refrigeration start currents, diversity, priority loads, future load allowance and realistic overnight autonomy. Do not promise uninterrupted high-demand loads unsupported by the system energy balance. Identify roof condition, framing/fixings, corrosion, service life, shading/orientation, equipment location, clearances, existing switchboard/earthing and safe connection point. No

installation shall be energised where the relevant existing installation is unsafe. EPC coordinates any separately approved major roof/rewiring remediation.

Submit a standard design for each category and a site-specific design/materials record for every installation. Provide design basis/load schedule; energy balance and autonomy assumptions; PV string/MPPT temperature calculations; battery usable energy/power and SoC limits; inverter continuous/surge/derating calculations; SLD; layout and mounting; structural load/attachment/foundation calculations and competent certification; cable/protection/voltage-drop/fault schedules; earthing/SPD/lightning assessment; monitoring architecture; hub changeover/neutral/essential-load details; equipment certificates/warranties; and the ITP with acceptance criteria.

Use revision-controlled drawing numbers and clear approval status. No dependent manufacture or site installation shall proceed past an applicable Hold Point without EPC release. EPC's approval does not relieve the Supplier of correctness, safety, completeness or equipment compatibility. Lessons from the three first articles shall be incorporated into the standard design and EPC installation procedure before bulk rollout of the respective category.

A3.4 PV modules mounting and DC equipment

Modules shall be monocrystalline from a recognised Tier 1 manufacturer, with independent IEC 61215/61730 evidence and IEC 61701 salt-mist evidence. Provide durable labels showing manufacturer, model, serial, manufacture date, country, rated power, Voc, Isc, Vmp and Imp. Modules shall be identical in make/model/power class unless EPC approves a justified exception.

Module product warranty shall be at least ten years. Performance warranty shall guarantee at least 90 percent nominal output after ten years and 80 percent after 25 years, valid in Samoa. State the warrantor, commencement, claim route, remedies and any freight/labour/jurisdiction exclusions. These warranties are additional to the SCC Supplier warranty.

Optimise array orientation/tilt for annual yield and practical roof geometry, cyclone loading, drainage, shading and access. Prefer at least ten degrees tilt unless an approved flush-mounted arrangement is more suitable. Maintain structural/maintenance setbacks and do not obstruct drainage, hatches or vents. Attach to verified structural members, not roof sheeting alone. Supply manufacturer-approved flashing/sealing, complete load-path details and all fasteners. Use 316 stainless external fasteners or an approved superior system and isolate dissimilar metals. Where EPC confirms an unsuitable roof, design an approved ground/pole alternative; exceptional new structural/civil work outside the base site category requires written change.

Strings shall remain within inverter/charger voltage, current and power windows across design temperatures. Provide solar-rated double-insulated UV/ozone-resistant DC cables sized for current, fault and voltage drop. Protect cables against abrasion, sharp edges,

vermin and unsupported connector loads; minimise inductive loops and segregate power/communications. Stainless or approved equivalent long-life supports are required; exposed plastic ties shall not be the sole permanent support.

Supply locking application-certified PV connectors of the same manufacturer and family on mating parts; mixed connector brands or non-locking connectors are prohibited. DC isolators/overcurrent devices shall be DC-rated for maximum voltage/current and comply with the applicable standards. Outdoor DC enclosures/isolators/combiner boxes shall be at least IP65, UV/corrosion resistant, vermin-proof, with bottom cable entry and shelter where practical. Underground routes require compliant mechanical protection, marking/depth and separation.

A3.5 Battery systems and enclosures

Battery chemistry shall be LFP. Cells/modules/racks shall be new, unused and from a consistent supported product family for the category. Provide written manufacturer-supported battery/inverter/BMS compatibility or verifiable successful operation of the same combination. Battery usable energy shall meet the specified minimum within the warranty-compliant SoC window; provide the nameplate-to-usable calculation and controls protecting that window.

BMS shall include cell monitoring/balancing, voltage/current/short-circuit/temperature protection, safe isolation, alarms and communications. Provide UN 38.3 transport test summaries and IEC 62619 or UL 1973 stationary-use safety certification. Batteries shall be manufactured and factory tested within six months before delivery unless EPC accepts older stock with manufacturer storage records and state-of-health evidence. Inspect every battery at receipt and before energisation for damage, leakage, corrosion, voltage and acceptable SoC.

Battery round-trip efficiency shall exceed 85 percent at 25 ± 3°C and the declared rated test conditions. Product warranty shall be at least five years and guarantee at least 70 percent of the specified usable capacity at the end of warranty under the declared duty. State warranted cycles, throughput, temperature range, SoC limits, test basis and exclusions. Warranty operating restrictions must support the approved application and daily load profile; undisclosed restrictions shall not be imposed after award.

Design secure, level, dry and maintainable battery locations with ventilation/heat dissipation and fire separation meeting AS/NZS 5139 and manufacturer instructions. Avoid sleeping areas, exits and locations exposed to routine household damage. Child/public-accessible equipment shall be lockable. Outdoor battery enclosures shall be at least IP55 and resistant to UV, corrosion, driven rain, insects and vermin. Verify wall framing/fixings or floor restraint against overturning/seismic actions. Provide safe isolation, replacement access and labels identifying chemistry, rated/usable energy, emergency contact and isolation procedure.

A3.6 Inverters AC protection and connection

Inverter/chargers shall provide at least the category continuous kVA output stated above at the applicable conditions, with pure-sine-wave output, proven black start, automatic recovery, overload/short-circuit protection, low-battery control and configurable load management. Select surge rating and duration to start verified connected motors/refrigeration. Declare continuous active power, power factor range, surge curve, battery power limits and temperature derating; the nominal model label alone is insufficient.

Peak inverter conversion efficiency shall exceed 95 percent. Provide efficiency curves and IEC 62109 certification; provide AS/NZS 4777.2 evidence where relevant to the offered product/interface. Product warranty shall be at least five years. Outdoor inverters shall be at least IP65; equipment inside a secure weatherproof enclosure may be IP54 or better with manufacturer-approved cooling. Protect electronics from salt-laden air; replaceable fans shall not blow unfiltered outside air directly over unprotected electronics. Prevent unauthorised setting changes while allowing safe operation/maintenance.

Provide AC cables, overcurrent protection and RCD/RCBO protection coordinated with inverter fault capability, neutral-earth arrangements and every operating mode. Select cables for current, voltage drop, fault protection and environmental exposure. Switchboards shall meet the applicable AS/NZS 61439 requirements; indoor enclosures at least IP42, outdoor at least IP55 and corrosion resistant. Provide labelled AC/DC main isolation and lockable isolation where necessary. Use approved glands/lugs/ferrules and specified torque; twisted bare wires under screw terminals are not acceptable.

Provide complete earthing/bonding coordinated with the existing customer installation, inverter modes and RCD performance; bond exposed frames/enclosures/containment. Supply coordinated AC/DC SPDs with status indication and replaceable elements where practical. Complete a lightning risk assessment for every hub and exposed/elevated sites and include the protection needed by the approved design. EPC shall record protective conductor continuity, earth resistance, insulation, polarity, RCD trips and safe isolation at each site using calibrated instruments.

A3.7 STS prepayment and hub backup

Each of the 113 systems shall include an EPC-approved STS prepaid meter and customer interface unit with accuracy Class 1.0 or better and applicable IEC 62055/STS evidence. Demonstrate compatibility with EPC’s approved vending, key management, token format, supply group and commissioning arrangements before bulk procurement. EPC controls live vending keys; use secure approved provisioning and test credentials. A generic STS label does not establish interoperability.

The meter shall register all energy supplied to the household or hub essential loads. Provide secure/accessible weather-protected mounting, meter/CIU pairing, programming, serials, sealing materials, commissioning/key-change tokens as applicable and EPC asset/registration records. Demonstrate token entry, credit addition, energy registration, low-credit indications, disconnect/reconnect and fault recovery under load. At a hub, coordinate meter placement and tariffs so grid backup cannot bypass the intended metering or result in duplicate charging for the same energy.

Every hub base kit includes the essential-load board and a suitably rated break-before-make changeover arrangement. The proposed manual or automatic design shall provide positive source interlocking preventing paralleling/backfeed; provide mechanical and electrical interlocking appropriate to the device design. Coordinate switched conductors, neutral/earthing, RCD operation, prospective fault duty and isolation in both modes. Clearly identify sources/positions in English and Samoan. Separate/label essential loads and prevent high-demand non-essential circuits from overloading the PV/BESS.

Prove safe transfer both ways, no export/backfeed, correct voltage/earthing/RCD performance, metering and restoration after source loss. Where utility supply is absent, the system operates off-grid; supply the changeover hardware and verify it by an approved test method for future EPC connection. The Supplier shall not connect to, parallel with or export to EPC’s network without a separately approved design and EPC authorisation.

A3.8 Monitoring software and cybersecurity

Provide local display/service access at every site for PV/load energy, battery SoC/power, inverter state, alarms and event history. Provide remote-capable gateway/antenna hardware for every kit and secure remote access where reliable cellular coverage exists. Where communications coverage is absent, the system shall operate safely, retain local data and permit documented offline retrieval without an active subscription.

Logging interval shall not exceed 15 minutes. At least 12 months of time-stamped history shall be retained/viewable and exportable in CSV or an equivalent open format, covering PV, AC/load, battery, operating mode, alarm and communications data. Protect accounts/credentials, require role-appropriate access and preserve system settings through communications outages.

Include all project portal, firmware/configuration, monitoring and service-software licences/subscriptions required for at least five years from the relevant site acceptance. EPC supplies and pays operational cellular SIM/data subscriptions; Supplier provides unlocked compatible hardware, antennas, configuration and commissioning connectivity. State coverage assumptions and any third-party licence dependency explicitly. No undisclosed annual fee may be needed for required local operation, data export or EPC administrator access.

EPC shall own/control the project accounts, credentials and operational data. Securely hand over administrator access, backed-up settings/configuration files, licence information, portal/data maps and offline instructions. Configuration/firmware changes and replacement equipment must preserve safety, STS operation, monitoring and approved functionality. No monitoring failure shall prevent autonomous supply.

A3.9 Installation methods security and user information

The Supplier shall provide EPC with safe category/site installation procedures, lifting/manual-handling details, battery storage/transport instructions, torque schedules, cable/termination details, weatherproofing, protection settings, pre-energisation checklists and emergency response instructions. EPC manages the physical site works, permits, construction HSE, access, community liaison, reinstatement and approved waste recovery/disposal. Supplier personnel comply with EPC site rules and project safeguarding/PSEAH/child-protection requirements, protect beneficiary information, and maintain safe boundaries around occupied homes.

Design equipment locations for access, inspection, replacement, ventilation, emergency isolation and security without obstructing exits or concealing equipment behind permanent building elements. Outdoor cabinets shall use corrosion-resistant lockable doors, durable hinges/latches, gland plates and vermin protection. Standardise locks and provide EPC a controlled key register and sufficient master keys. Avoid exposed live parts, sharp edges, unsafe hot surfaces and unsecured battery connections.

Use durable asset/cable/terminal labels matching drawings and serial/site records. Outdoor labels shall be UV/corrosion resistant and mechanically fixed where this does not compromise IP rating. Provide a durable local SLD, shutdown/startup/emergency isolation instructions and EPC contact details. All critical safety/operating/user instructions shall be in English and Samoan with practical diagrams/photos. Hub signage shall explicitly prohibit paralleling and export.

Provide simple status/credit/low-energy indications without exposing protected settings. User guidance shall explain permitted loads, high-demand appliances, energy conservation during cloudy periods, STS entry, normal indications, reset/shutdown and when to contact EPC. EPC gives routine orientation at each site using Supplier materials, with Supplier participation at first articles/hubs and training of EPC trainers. Record attendance; arrange follow-up for unavailable beneficiaries before final site handover.

A3.10 Quality assurance first articles and acceptance

Maintain documented quality control from design and procurement through incoming inspection, storage, configuration, EPC installation support, testing, defects and handover. Trace equipment by make/model/serial/manufacture date, kit/category/site and warranty status. Use calibrated instruments and keep certificates. EPC shall

photograph/contemporaneously record concealed fixings, earthing and cable routes before closure.

The ITP shall cover equipment/certification approval, factory integration, battery/inverter/STS/switchboard checks, site/structure verification, roof attachments/weatherproofing/torque/corrosion isolation, DC/AC terminations/polarity/insulation, BMS/protection/configuration, earthing/RCD/SPDs, prepaid vending, hub no-backfeed, monitoring/alarms/data export and first-article endurance. State objective pass/fail criteria before testing.

EPC shall install one first article of each category using the day-90 kits with Supplier on-site support. Each shall operate for at least 72 hours under representative load and satisfy all applicable tests before bulk installation of that category. Incorporate corrective lessons in approved standard drawings/procedures. Approved remaining equipment may be manufactured/shipped in parallel; no unapproved design deviation may be repeated.

Every system shall pass the site tests in Section VI clause 5 and this Attachment and applicable standards/manufacturer instructions. Record loads, irradiance/operating conditions, settings, measurements, pass/fail results and signatures. Include infrared inspection of first articles and all hubs at representative high load. Unsafe or major non-conforming work shall not be energised or accepted. Correct Supplier design/equipment/configuration defects at Supplier cost and repeat affected tests; EPC corrects its own installation defects.

Site acceptance requires a compliant approved design and safe installation; verified PV/battery/inverter output/protection/recovery; successful STS programming/vending; local/remote monitoring as coverage permits; hub changeover where applicable; complete site asset/test/user records; user orientation; and a secure, clean, weather-tight site. Installation completion alone is not acceptance. All critical and major defects must be closed; any non-critical minor item requires EPC’s recorded closure date and does not reduce the Supplier’s obligation to rectify it.

Lot Final Acceptance requires all 113 sites accepted and consolidated documents, spares, tools, training, licences, warranties and data access handed over. The SCC governs site/progressive payment and warranty commencement; no site acceptance releases the remaining lot obligations or lot Performance Security.

A3.11 Handover spares warranties and technical returns

Handover record	Minimum contents
Design and as-builts	Approved design basis, calculations, site drawings/layouts, structural details, SLDs, cable/protection schedules and final field-verified revisions.

Equipment and warranty	Datasheets/certificates, make/model/serial/manufacture date, warranty/performance/throughput terms, registration and Samoa-valid supplier/manufacturer escalation contacts.
Site asset register	Unique site ID, beneficiary/facility, GPS, category, installed PV/kVA/usable energy, equipment/meter serials, acceptance date, photographs and relevant consent/access records.
Testing	Factory/integration, installation/electrical, PV/battery/inverter, STS/vending, monitoring, hub transfer and first-article endurance records.
Operation and access	Maintenance frequencies, cleaning, settings, safe shutdown/startup, emergency response, troubleshooting, warranty claim process, portal/data maps, secure credentials, backups and offline retrieval.
Training and spares	EPC/user materials, attendance, photographs, spare/tool inventory/part numbers, compatibility and storage/issue instructions.

Provide the exact minimum spares in the Lot 2 mandatory spares schedule in Section VI in addition to operational kits. Label, package and deliver them with storage instructions and model/part cross-references. Include proprietary service tools/leads, licensed software and configuration access; optional recommended extra spares shall be clearly separated from mandatory base scope.

Submit the Section IV equipment, compliance, usable-energy, delivery, support and deviations returns for each distinct product/configuration. State PV warranty/performance, battery warranted cycles/throughput/capacity and efficiency, inverter continuous/surge/efficiency/derating, STS proof, monitoring licence term, local support response and replacement lead times. The Supplier administers warranties for the full SCC period and shall not direct EPC to negotiate overseas manufacturer claims itself. Changes/replacements shall preserve all required safety, compatibility, metering and monitoring functions.

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PART 3 - CONTRACT

Section VII - General Conditions of Contract

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General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) **"Contract"** means the Contract Agreement entered into between the Procuring Entity and the supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) **"Contract Documents"** means the documents listed in the Contract Agreement, including any amendments thereto.

(c) **"Contract Price"** means the price payable to the supplier as specified in the Contract Agreement, subject to such additions and adjustments to or deductions from, the Contract Price, as may be made under the Contract.

(d) **"Day"** means calendar day.

(e) **"Completion"** means the complete supply of goods and the fulfilment of the related services by the supplier in accordance with the terms and conditions set forth in the Contract.

(f) **"GCC"** means the General Conditions of Contract.

(g) **"goods"** means things of every kind and description, whether tangible or intangible, including agricultural crops, raw materials, products and equipment; matter in solid, liquid or gaseous form; and services incidental to the supply of such things that the supplier is required to supply to the Procuring Entity under the Contract.

(h) **"Government"** means the Government of Samoa.

(i) **"Procuring Entity"** means the Government or a Government department or public body purchasing the goods and related services, as specified in the **SCC**.

(j) **"related services"** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the supplier under the Contract.

(k) **"SCC"** means the Special Conditions of Contract.

(l) **"Subcontractor"** means any natural person, private or government entity, or a combination of the above, to whom

any part of the goods to be supplied or execution of any part of the related services is subcontracted by the supplier.

(m) **"supplier**" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.

(n) **"The Project Site"** where applicable, means the place named in the **SCC**.

(o) **"in writing"** means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt. "Electronic communications" means the transfer of information using electronic or similar media and the recording of information using electronic media.

2. Contract Documents

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

3. Fraud and Corruption

3.1 If the Procuring Entity determines that the supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days' notice to the supplier, terminate the supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

(i) **"corrupt practice"** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[1];

(ii) **"fraudulent practice"** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to

[1] "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Government of Samoa staff and employees of other organizations taking or reviewing procurement decisions.

obtain a financial or other benefit or to avoid an obligation[2];

(iii) **"collusive practice"** is an arrangement between two or more parties[3] designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) **"coercive practice"** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[4]; and

(v) **"obstructive practice"** is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under GCC 11 [Inspections and Audits by the Government].

3.2 Should any employee of the supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the goods, then that employee shall be removed.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of

[2] "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[3] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

[4] "Party" refers to a participant in the procurement process or contract execution.

parties under the Contract shall be as prescribed by Incoterms.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

4.5 Non-waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of this Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the supplier and the

Procuring Entity, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the supplier.

6. Joint Venture, Consortium or Association

6.1 If the supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.

7. Eligibility

7.1 A supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 For the purposes of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Independent State of Samoa.

10. Settlement of Disputes

10.1 The Procuring Entity and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the supplier may give notice to the other party of its intention to commence arbitration, as

hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

10.3 Notwithstanding any reference to arbitration herein,

(a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Procuring Entity shall pay the supplier any monies due the supplier.

11. Inspections and Audit by the Government

11.1 The supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Government and/or persons appointed by the Government to inspect the supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Government if requested by the Government. The supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, *inter alia*, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Government's prevailing sanctions procedures).

12. Scope of Supply

12.1 The goods and related services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the goods and Completion of the related services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the supplier are specified in the **SCC**.

14. Supplier's Responsibilities

14.1 The supplier shall supply all the goods and related services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the supplier for the goods supplied and the related services performed under the Contract shall not vary from the prices quoted by the supplier in its bid, with the exception of any price adjustments authorised in the **SCC**.

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

16.2 The supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the supplier, and after the Procuring Entity has accepted it.

16.4 The currencies in which payments shall be made to the supplier under this Contract shall be those in which the bid price is expressed.

16.5 In the event that the Procuring Entity fails to pay the supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Entity shall pay to the supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 For goods manufactured outside Samoa, the supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Samoa.

17.2 For goods manufactured within Samoa, the supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Procuring Entity.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the supplier in accordance with the laws of the Independent State of Samoa, the Procuring Entity shall use its best efforts to enable the supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the supplier shall, within twenty-eight (28) days of the notification of contract award,

provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

18.3 As specified in the **SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in the **SCC**.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the supplier not later than twenty-eight (28) days following the date of Completion of the supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Entity directly or through the supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. Future use of any drawings, documents or other materials, is subject to prior approval of the party having copyright ownership of the same.

20. Confidential Information

20.1 The Procuring Entity and the supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the supplier for any purposes unrelated to the contract. Similarly, the supplier shall not use such documents, data, and other information received from the

Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Procuring Entity or supplier need to share with the Government or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The goods and related services supplied under this Contract shall conform to the technical specifications and standards mentioned in **Technical Requirements, as appended to the Contract Agreement** and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.

(b) The supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on

behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Procuring Entity.

24. Insurance

24.1 Unless otherwise specified in the **SCC**, the goods supplied under the Contract shall be fully insured—in a freely convertible currency—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

26.1 The supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the goods and related services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the supplier or its Subcontractor, at point of delivery, and/or at the goods' final destination, or in another place in Samoa as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the supplier or its Subcontractor,

all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the goods comply with the technical specification's codes and standards under the Contract, provided that the supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.7 The Procuring Entity may reject any goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The supplier shall either rectify or replace such rejected goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The supplier agrees that neither the execution of a test and/or inspection of the goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any

report pursuant to GCC Sub-Clause 26.6, shall release the supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the supplier fails to deliver any or all of the goods by the Date(s) of delivery or perform the related services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The supplier warrants that all the goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the supplier further warrants that the goods shall be free from defects arising from any act or omission of the supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring Entity shall give notice to the supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the supplier to inspect such defects.

28.5 Upon receipt of such notice, the supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Entity Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the supplier under the Contract.

29. Patent Indemnity

29.1 The supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the goods by the supplier or the use of the goods in Samoa; and

(b) the sale in any country of the products produced by the goods.

Such indemnity shall not cover any use of the goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the supplier a notice thereof, and the supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The supplier shall not bind the Procuring Entity to any agreement without its written approval.

29.3 If the supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the supplier's request, afford all available assistance to the supplier in conducting such proceedings or claim, and shall be reimbursed by the supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of negligence or wilful misconduct:

(a) the supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Procuring Entity; and

(b) the aggregate liability of the supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Samoa (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost

shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, and any change in Government policy or new development involving the Government.

32.3 If a Force Majeure situation arises, the supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the related services to be provided by the supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended by written variation agreed to between the Parties. Any

claims by the supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the supplier or its subcontractors should encounter conditions impeding timely delivery of the goods or completion of related services pursuant to GCC Clause 13, the supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by written amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the supplier in the performance of its Delivery and Completion obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, may terminate the Contract in whole or in part:

(i) if the supplier fails to deliver any or all of the goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;

(ii) if the supplier fails to perform any other obligation under the Contract; or

(iii) if the supplier, under the laws of the Independent State of Samoa has engaged in fraud and corruption, as

defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not performed, and the supplier shall be liable to the Procuring Entity for any additional costs for such similar goods or related services. However, the supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

(a) The Procuring Entity may at any time terminate the Contract by giving notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

35.3 Termination for Convenience

(a) The Procuring Entity, by notice sent to the supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining goods, the Procuring Entity may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and related services and for materials and parts previously procured by the supplier.

36. Assignment

36.1 Neither the Procuring Entity nor the supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Despite any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Samoa, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the supplier from meeting its obligations under the Contract, shall release the supplier from the obligation to provide deliveries or services, always provided, however, that the supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorisations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

37.2 Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

38. Indemnity

38.1 Subject to the provisions of the Contract, the Supplier must at all times indemnify the Purchaser, its officers, employees and agents (in this clause referred to as "those indemnified" from and against any loss (including legal costs and expenses on a Solicitor/ own client basis), 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 wilful, unlawful or negligent act or omission of the Supplier, its Officers, employees, agents or sub-contractors in connections with this Contract.

39. Suppliers Acknowledgement

39.1 The Supplier acknowledges that before entering into this Contract, the Supplier was given a copy of the Contract and is aware of right to seek independent legal advice on its terms if the supplier so desires, and given reasonable opportunity to take such advice.

39.2 The Supplier also warrants that the representative who will be executing this Contract on behalf of the Supplier has all the power authority to execute this Contract.

39.3 The Supplier now signs this Contract in agreement to all terms and conditions set out therein.

40. Counterpart

40.1 The Parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is acceptable as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. This clause shall not apply if the counterpart is not required.

Section VIII - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Note: *The Procuring Entity shall insert the appropriate wording using the samples below or other acceptable wording, and delete the instructional text*

Clause No	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(i)	The Procuring Entity is: ***Electric Power Corporation***
GCC 1.1 (n)	Final delivery destination for the Goods of either lot: EPC Central Stores, Vaitele, Apia, Samoa. Installation/Related Services sites: Lot 1 — EPC station, Apolima Tai Island, Samoa; Lot 2 — the 108 residential and five community hub sites nominated by EPC across Upolu and Savai'i. Onward transport of Goods from stores is EPC's responsibility. Supplier personnel travel for Related Services remains Supplier cost.
GCC 4.2 (b)	Incoterms 2020. Imported Goods: CIP EPC Central Stores, Vaitele, Apia, Samoa, with import-clearance allocation stated under GCC 17 below. The delivery milestone is receipt of compliant Goods at stores, notwithstanding earlier transfer of transit risk under CIP. Supplier technical-assistance travel and EPC onward transport are not part of the imported goods freight term.
GCC 5.1	The language shall be: *English*
GCC 8.1	For **notices**, the Procuring Entity's address shall be: Attention: General Manager, Electric Power Corporation Street Address: *Level 5, TATTE Building* City: *APIA* Country: **Sāmoa** Telephone: 65400 Facsimile number: Electronic mail address*: frueanc@epc.ws.* For **notices**, the supplier's address shall be: Attention: *insert full name of person, if applicable* Street Address: *insert street address and number* Floor/Room number*: insert floor and room number, if applicable* City: *insert name of city or town* Country: *insert country* Telephone: *include telephone number, including country and city codes*

	Facsimile number: *insert facsimile number, including country and city codes* Electronic mail address*: insert e-mail address, if applicable*
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: *The bid documents should contain one clause to be retained in the event of a Contract with an international supplier and one clause to be retained in the event of a Contract with a supplier who is a national of Samoa. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract.* ***The following explanatory note should therefore be inserted as a header to GCC 10.2 in the bidding document.*** *"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of Samoa."* ***(a) Contract with international supplier:*** *For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Procuring Entity may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.* ***If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:*** GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. ***If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:*** GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. ***If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:***

	GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. ***If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:*** GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause. ***(b) Contracts with supplier national of Samoa:*** In the case of a dispute between the Procuring Entity and a supplier who is a national of the Independent State of Samoa, the dispute shall be referred to adjudication or arbitration in accordance with the Arbitration Act 1976, Independent State of Samoa. This modality may also apply to foreign Suppliers who are prepared to submit to this option
GCC 13.1	Before shipment/arrival as applicable, provide commercial invoice; lot/item/batch packing list; origin certificate; bill of lading/air waybill; cargo insurance; manufacturer warranties; datasheets; FAT/inspection and conformity certificates; equipment model/serial/kit schedule; safety data sheets; UN 38.3 test summaries and lithium-battery dangerous-goods records; storage/SoC instructions; delivery note; and all Section VI documents. Missing or late Supplier documents and resulting avoidable Supplier-caused costs/delay are Supplier responsibility.
GCC 15.1	The prices charged for the goods supplied and the related Services performed *shall not* be adjustable.
GCC 16.1	Payments apply separately to each lot and its accepted Contract Price, after any allocated combined-award discount. (a) Advance: 10 percent within 30 days after execution and receipt/acceptance of an unconditional Advance Payment Bank Guarantee for the same amount, Performance Security and correct invoice. (b) Delivery: 50 percent net following complete compliant delivery of the relevant lot to EPC Central Stores, satisfactory delivery inspection and required shipping/technical documents. EPC may certify proportionate batch delivery payments against the priced delivered scope. Gross delivery certification is 60 percent of the corresponding accepted value less the 10

	percent advance allocation, giving 50 percent net; advance recovery shall be recorded and the guarantee reduced only by certified recovery. (c) Acceptance: 40 percent within 30 days after the relevant written acceptance and complete invoice/records. Lot 1: after lot Final Acceptance. Lot 2: proportionate site-acceptance payments may be certified against the separately priced accepted kits and attributable completed services; common services/spares/tools are payable at acceptance of those deliverables, with the remaining balance at lot Final Acceptance. Cumulative payments shall not exceed 100 percent. The agreed payment breakdown shall allocate the accepted Contract Price to kits/common services without changing the bid price. Receipt at stores does not constitute Final Acceptance. No acceptance payment for one lot depends on completion of the other lot. EPC shall not withhold an otherwise due certified payment solely because of its own installation delay; extensions and any further payment arrangements shall be resolved under the Contract without deemed acceptance.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be ***Not Applicable***. The interest rate that shall be applied is ***Not Applicable****%*.
GCC 18.1	An unconditional Performance Security of 10 percent of the accepted price of the relevant lot contract is required. Provide a separate security for each awarded lot, including where one Supplier wins both. It shall be furnished within the time required by ITB 44 and the notification/contract documents, and before Notice to Proceed.
GCC 18.3	The Performance Security shall be in the form of: ***Bank Guarantee***
GCC 18.4	Performance Security shall remain valid until at least 28 days following Final Acceptance and completion of all Related Services for that lot. Supplier shall extend it where necessary before expiry. Release requires no unresolved Supplier default, claim or outstanding obligation other than continuing warranty obligations. Lot 2 individual site acceptance does not release the lot Performance Security. Release of security does not release continuing warranties.

GCC 23.2	Use marine/tropical-duty export packaging with moisture/corrosion protection, safe lifting/handling, battery SoC/storage limits and dangerous-goods compliance. Label every package with contract and lot number, item/kit/category, contents, quantities, weight/dimensions, orientation, handling/storage instructions and serial reference. Lot 2 kits shall be traceable by category and site/kit ID; separate mandatory spares. Packaging shall support inter-island and rural onward handling without repacking that compromises safety. Supply a detailed packing/serial register.
GCC 24.1	CIP cargo insurance shall meet Incoterms 2020 requirements, including Institute Cargo Clauses (A) or equivalent cover for at least 110 percent of the insured shipment value, including carriage to EPC Central Stores. Provide certificates and claim-assistance details. EPC arranges risk cover for Goods during its onward transport/storage/site works after receipt. Supplier retains responsibility for defective packing, non-conforming Goods and other Supplier breaches. Supplier shall maintain appropriate cover for its personnel, professional/design activities and site technical services and state evidence on request.
GCC 25.1	Supplier arranges and prices transport, handling and cargo insurance to EPC Central Stores. EPC arranges transport of Goods from stores to Apolima Tai and Lot 2 sites, including inter-island transport. Supplier provides transport/storage restrictions, handling instructions, lifting details and dangerous-goods information. Supplier pays all travel costs for its Technical Assistance personnel as specified in Section VI.
GCC 26.1	Inspections/tests: Section VI clause 5 and the applicable technical attachment. EPC may witness factory tests remotely or in person. Provide 14 days' notice and no shipment past an unreleased Hold Point. EPC bears its own normal witness travel costs unless expressly agreed otherwise; Supplier bears factory test arrangements and repeat tests caused by its failure. EPC's witnessing/non-attendance does not relieve Supplier obligations.
GCC 26.2	Inspection/test locations: manufacturer/Supplier facilities; EPC Central Stores; Lot 1 Apolima Tai station; and all relevant Lot 2 sites. EPC carries out physical site installation testing/commissioning with Supplier specialist configuration and support. Lot 2 first-article 72-hour validation, every-site STS checks and all-hub changeover/no-backfeed tests are mandatory.

GCC 27.1	Liquidated damages: 0.5 percent per week, pro rata for part weeks, of the price of the delayed Goods or Related Services of the affected lot to which the delay is attributable. Where delayed components prevent safe beneficial use of an entire integrated Lot 1 system or Lot 2 kit, the affected complete system/kit price is the basis. The maximum aggregate is 10 percent of the relevant lot Contract Price. Do not apply damages to the other lot or double count overlapping delay to the same affected scope. Damages apply only to Supplier-responsible delay beyond the agreed/extended milestones; EPC-caused delay is dealt with under GCC 34.
GCC 27.1	The maximum amount of liquidated damages shall be ten percent (10%) of the Contract Price of the affected lot.
GCC 28.3	Contractual warranty: five years from Final Acceptance of the applicable Goods. For Lot 1, this is lot Final Acceptance. For Lot 2, the five years for each operational system runs from that system's written site acceptance; common spares/tools are warranted from their written acceptance. Manufacturer warranties required by the technical specifications, including longer PV warranties, are additional and shall be assigned/issued to EPC and valid in Samoa. If a manufacturer warranty starts earlier, Supplier shall extend it or provide its own equivalent cover so EPC receives the full required period from the applicable acceptance. Battery capacity/throughput guarantees are stated in Attachment 3 and the accepted warranty schedule. Correct EPC installation in accordance with approved design/manufacturer instructions shall not invalidate warranty solely because Supplier did not perform the physical installation. Supplier is not responsible for proven defects caused solely by EPC departure from those instructions; it remains responsible for its design, Goods and specialist configuration.
GCC 17 import clearance and taxes	EPC shall act as importer of record for imported Goods and provide reasonable documentary support. Supplier shall arrange and coordinate import-clearance services and final carriage to stores, and include all normal clearance/handling costs in its price. Applicable customs/import duties, VAGST and other taxes shall be separately identified and included once in the inclusive evaluated/Contract Price. Where a tax or duty is paid directly by EPC to the authority on the Supplier's behalf, credit that exact amount against the corresponding invoice so it is not paid twice. No exemption is assumed unless confirmed in writing by the competent authority. Supplier remains responsible for taxes/permits relating to its personnel and services as allocated by the GCC.

GCC 2 and 4 lot application	Identify one awarded lot in each Contract Agreement and attach only its priced schedules, applicable specifications and agreed discounts. The other lot is not incorporated merely because the same Supplier won both. The order of precedence in the Contract Agreement applies. Within the technical requirements, express Section VI lot scope/responsibility and interface provisions prevail over conflicting execution wording in Attachments 1 or 3 and preliminary drawings. A design review does not release Supplier responsibility.
GCC 12 and 14	Supplier scope is design and supply of the complete awarded lot plus its Related Services. EPC performs physical installation, site installation testing and commissioning. Supplier shall provide the drawings/procedures, proprietary configuration, trained personnel, factory/integration testing, technical assistance, documentation and warranties in Section VI. Supply of the Lot 1 diesel set is Supplier scope. Supplier is responsible for design correctness, equipment completeness/compatibility and Supplier defects; EPC is responsible for its own physical execution. Each shall promptly notify the other of observed departures and coordinate safe correction.
GCC 13.1 effectiveness and time	The Contract Effective Date is the date stated in EPC's written Notice to Proceed, issued after contract execution and acceptance of the Performance Security and, where applicable, the Advance Payment Guarantee. EPC shall state the actual date expressly; it is not the bid closing date. The Section VI milestones apply independently to each lot: full equipment delivery within 120 calendar days; Lot 2 first-article kits within 90 days. Programme submission, design reviews, shipping/FAT, technical assistance and handover shall follow Section VI. Supplier shall mobilise within 14 days of EPC's written notice. EPC installation and acceptance activities follow the agreed rollout programme and are not Supplier physical construction obligations.
GCC 33 changes	No optional hub upgrade, extra battery capacity, extra visit, major structural/rewiring work or lot transfer is ordered without an authorised written change identifying scope, price and any time effect. Use the accepted Form E incremental rate only for the corresponding compatible upgrade; do not add both 4-to-5 and 4-to-6 kWp increments for the same hub. Material scope changes outside an accepted rate require an agreed price under GCC 33 before performance. Base quantities are not provisional.

GCC 34 delay and coordination	The parties shall maintain separate lot programmes and record the cause and duration of delays. EPC shall provide survey/access/site-readiness inputs to the agreed programme and the Supplier shall notify missing inputs and mitigate delay promptly. Extensions of time are determined under GCC 34; scope/price effects are handled under GCC 33. An EPC delay does not excuse unrelated Supplier delay, and a delay in one lot does not automatically extend the other. No blanket re-start of the 120-day delivery period is permitted without written contractual basis.
GCC 28.5 & GCC 28.6	**Acknowledge warranty notices within two working days; provide initial technical support and a corrective-action plan within seven calendar days. Repair/replace defective Goods within 30 calendar days of EPC notice, unless EPC approves a different period in writing due to the nature of the defect or demonstrated OEM lead time. Take reasonable interim measures to minimise disruption. Supplier shall administer manufacturer claims for the full contractual warranty and provide the remedies/costs required by GCC 28, including necessary freight and specialist reconfiguration attributable to the defect.**

Section IX - Contract Forms

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Letter of Acceptance

To be printed on the letterhead paper of the Procuring Entity

Date

To: *name and address of the supplier*

SUBJECT: Notification of Award Contract No.:

This is to notify you that your bid dated *insert date* for execution of the *name of the Contract and identification number, as given in the* ***BDS*** for the Accepted Contract Price of the equivalent of *insert amount in numbers and words, insert name of currency*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by insert name of Procuring Entity.

We request you to furnish the Performance Security within 28 days from the date of this letter in accordance with the Conditions of Contract, using for that purpose the Performance Security form which is provided in Section IX Contract Forms of the bidding documents.

In accordance with Instructions to Bidders Clause 42 Notification of Award, this letter shall not serve as a binding contract until the final contract is prepared and executed.

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

Contract Agreement

The successful Bidder shall fill in this form in accordance with the instructions indicated

THIS CONTRACT AGREEMENT is made on this *insert:* ***number*** day of *insert:* ***month***, *insert:* ***year***

BETWEEN

(1) *insert complete name of Procuring Entity*, a *insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of the Independent State of Samoa, or corporation incorporated under the laws of the government of the Independent State of Samoa* ("**Procuring Entity**"), of the one part; and

(2) *insert name of supplier*, a corporation incorporated under the laws of *insert: country of supplier* and having its principal place of business at *insert: address of supplier* (**"supplier"**) of the other part.

WHEREAS the Procuring Entity invited bids for the supply of certain goods and related services, as specified in *insert brief description of goods and Services* ("goods").

AND the Procuring Entity has accepted the bid by the supplier for the supply of the goods and [insert description of the] related services ("Services") in the sum of *[and figures, expressed in the Contract currency(ies)]* ("Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to and they shall be deemed to form and be read and construed as part of this Contract.

2. In consideration of the payments to be made by the Procuring Entity to the supplier as hereinafter mentioned, the supplier hereby covenants with the Procuring Entity to provide the goods and Services and to remedy the defects therein in conformity with the provisions of this Contract.

3. The Procuring Entity covenants to pay the supplier in the amount not exceeding [**INSERT CONTRACT PRICE IN WORDS]** (**INSERT CONTRACT PRICE IN FIGURES**) inclusive of *please insert any taxes* ("Contract Price") in consideration of the provision of the goods and Services in full compliance and in accordance with the terms and conditions of the Contract including but not limited to remedying the defects.

4. The documents forming this Contract shall comprise the following and each shall be read and construed as an integral part of the Contract:

   (a) Contract Agreement

   (b) Special Conditions of Contract ("SCC")

(c) General Conditions of Contract ("GCC")

(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(e) The supplier's bid and Bid Price Schedule

(f) Notification of Award

(g) *Add here any other document(s) where applicable*

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed in accordance with the laws of the Independent State of Samoa on the day, month and year indicated above.

EXECUTED by insert details **FOR THE** insert,)

for and on behalf of the **INDEPENDENT STATE**) .....

STATE OF SAMOA)

In the presence of:)

..... (Witness Name)

..... (Designation)

EXECUTED by insert details **FOR THE** insert,)

for and on behalf of the **INSERT SUPPLIER**) .....

in the presence of:)

.....

Director

.....

(Director/Secretary)

Performance Security

***The bank**, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated*

Date: *insert date (as day, month, and year*

IFB No. and title*: insert no. and title of bidding process*

Bank's Branch or Office: *insert complete name of Guarantor*

Beneficiary: *insert complete name of Procuring Entity*

PERFORMANCE GUARANTEE No.: *insert Performance Guarantee number*

We have been informed that *insert complete name of supplier* ("supplier") has entered into Contract No. *insert number* dated *insert day and month, insert year* with you, for the supply of *description of goods and related Services* ("Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the supplier, we as guarantor, hereby irrevocably undertake to pay you any sum(s) not exceeding *insert amount(s)*[5] *in figures and words* upon receipt by us of your first demand in writing declaring the supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *insert number* day of *insert month, insert year*,[6] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is excluded.

……

Authorised Signatures for Bank and supplier

[5] *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the procuring entity.*

[6] *Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six (6) months] [one (1) year], in response to the procuring entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

Bank Guarantee for Advance Payment

***The bank**, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated on its own Letter Head*

Date: *insert date (as day, month, and year)*

IFB No. and title: *insert number and title of bidding process*

Bank's Branch or Office: *insert complete name of Guarantor*

Beneficiary: *insert legal name and address of Procuring Entity*

ADVANCE PAYMENT GUARANTEE No.: *insert Advance Payment Guarantee no.*

We, *insert legal name and address of bank*, have been informed that *insert complete name and address of supplier* ("supplier") has entered into Contract No. *insert number* dated *insert date of Agreement* with you, for the supply of *insert types of goods to be delivered* ("Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the supplier, we as guarantor hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *insert amount(s)*[7] *in figures and words* upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the Contract because the supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the supplier on its account *insert number and domicile of the account.*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the supplier as specified 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 ninety (90) percent of the Accepted Contract Amount, 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.

[7] *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the procuring entity.*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the supplier under the Contract until *insert date*[8].

This Guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758.

……

Authorised Signatures for Bank and supplier

[8] *Insert the Delivery date stipulated in the Contract Delivery Schedule. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six (6) months] [one (1) year], in response to the procuring entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*