



PART I

Tender Notice No. SAMEPC12/2026

Tender Identification No: **SAMEPC12/2026**

Launch Date: **26th October 2026**

Pre-Bid Conference: **18th November 2026 | EPC HQ, L5 TATTE Building, Apia, Samoa**

Deadline for Bid Submission: **22nd March 2027 @ 10:00AM**

Bid Submission Address: **Attention: Tenders Board Secretary, Government of Samoa
Level 4, CBS Building
Apia, Samoa**

1. Identification and contacts of the awarding entity

Designation of the awarding entity: Electric Power Corporation, EPC (**EPC**).

NIF/TIN: 96834

Address: *Level 5, Tui Atua Tupua Tamasese Efi (TATTE) Building
Sogi, Apia,
Samoa*

Phone Number: +685-8465514

Email: fiagasolaripp@epc.ws

2. Object of the tender

EPC is seeking to select a private sector entity to:

- (a) design, finance, construct, test, commission, operate, maintain and decommission / transfer a **25MWp** solar plant project (**Solar PV Plant**) and a **25 MW / 50 MWh** battery energy storage system (**BESS**) (together the **Facilities**), in **Fiaga, Samoa** to connect to Samoa's electricity network (collectively the **Project**); and
- (b) offer the sale of energy and BESS services,

under a long-term power purchase agreement (**Contract**), to support the development of the renewable energy industry and to improve the stability of the electrical grid in Samoa through a fair, transparent and competitive single stage bidding process in accordance with Samoan Law and international best practices (**Bidding Process**).

3. Non-Disclosure Deed Poll

All persons (each a **Bidder**) who request this Tender Notice in response to the announcement (published at the websites of the Samoa Ministry of Finance (**MOF**), EPC and Pacific Power

Association) and who wish to submit a bid (**Bid**) must sign the non-disclosure deed poll (a form of the non-disclosure deed poll is attached at Appendix 1 to this Tender Notice) (the **Deed Poll**) and submit such signed Deed Poll in accordance with Item 9 and the Instructions to Bidders (**ITB**) 5 and 13.1.

Only Bidders who have signed the Deed Poll are invited to access the Bidding Documents and submit sealed Bids in response to the Bidding Documents with above Tender Identification No. SAMEPC12/2026 in relation to the Contract. In the case of a Consortium, only the Lead Member is required to sign the Deed Poll.

4. **Type of procedure**

Bidding will be conducted through a competitive bidding procedure with a single stage process, that is open to all Bidders.

5. **Evaluation of Bids**

EPC's intention is to award the Contract to the Bidder that represents the best overall value for money, taking into account technical and operational requirements as well as financial, commercial and pricing considerations. Bidders will submit a Qualification Bid, a Technical Bid and a Price Bid.

Bids will be evaluated in accordance with Section 3 (Evaluation and Qualification Criteria).

6. **Place or Location of execution of the activities under the Contract**

Fiaga, Samoa.

7. **Duration of the Contract**

EPC expects the term of the Contract to commence on the Execution Date (as defined in the Contract) and to continue until the expiration of **twenty (20) years** after the Commercial Operation Date (as defined in the Contract).

8. **Required qualification documents**

- (a) the Letter of Qualification Bid in accordance with ITB 17.4 and 19;
- (b) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB 27.2(b);
- (c) the Qualification Bid Form in accordance with ITB 19;
- (d) a sworn statement of unconditional acceptance of the Bidding Documents; and
- (e) a sworn declaration that the Bidder is not barred from participating in the Bidding Process.

9. **Consultation of the Bidding Document**

Bidders may obtain the Bidding Documents free of charge upon receipt of this Tender Notice by sending an email to the address below for access to the Virtual Data Room.

Email: fiagasolaripp@epc.ws

The Bidders shall only obtain access to the Bidding Documents through the Virtual Data Room once they have submitted the signed Deed Poll to the above email address.

Bidders may seek further clarification or information by emailing the email address above or through the Virtual Data Room. However, the Virtual Data Room is the preferred method of communication and clarifications or information requests that are not issued through the Virtual Data Room may not receive a response.

10. Fees

Prospective bidders are not required to pay any administrative fee as a prerequisite to submitting a Bid.

11. Place, date, and time of the site visit and pre-bid conference

A pre-bid conference shall be held on **18 November 2026** at the address noted in the BDS. The Bidders may also attend the pre-bid conference virtually using the link that will be shared separately. Attendance at the pre-bid conference is recommended however, non-attendance will not disqualify the Bidders from the Bidding Process. A maximum of two (2) representatives from a Bidder shall be permitted to attend the pre-bid conference in-person.

A site visit shall be held on **19 November 2026** at the address noted in the BDS. Bidders (or their designated representative) may attend the site visit. Attendance at the site visit is recommended however, non-attendance will not disqualify the Bidders from the Bidding Process.

A maximum of two (2) representatives from a Bidder shall be permitted to attend the site visit. If a Bidder would like the opportunity to conduct additional site visits this may be permitted, subject to EPC's prior written approval at its absolute discretion.

12. Bid Security

All Bids must be accompanied by a Bid Security for the value of TWO MILLION AND SEVEN HUNDRED THOUSAND TALA (SAT\$2,700,000.00), in accordance with the requirements of ITB 25.

13. Performance Security and Quality Security

The winning Bidder is required to provide Performance and Quality Security in accordance with the requirements under the Contract.

14. Form of presentation of Bids

Bids must be delivered to the address specified in the BDS on or before the Deadline for Bid Submission stated in ITB Appendix 1.

Bidders must submit:

- (a) one (1) original Bid in hard copy (containing all three (3) envelopes forming the Bid);
- (b) three (3) copies of the Bid in hard copy (each containing all three (3) envelopes forming the Bid); and
- (c) one (1) electronic copy of the Bid using three (3) USB drives (one (1) USB drive per envelope in the original Bid, each containing an electronic copy of the documents in the relevant envelope forming part of the Bid).

It is intended that only the hard copies of the Bid will be used when Bids are evaluated and to the extent there are any inconsistencies or discrepancies between the hard copies and the electronic copies of the Bid, the hard copies will prevail.

Late Bids will be rejected. No liability will be accepted by the Tenders Board Secretariat or EPC for loss or late delivery of the Bid. The Evaluation Criteria and Qualification Criteria and other details are documented in the Bidding Document.

Bids will be opened after the Deadline for Bid Submission.

15. Language

This Tender Notice, the Bidding Documents and the Contract are issued in English. The Bidding Process will be conducted in English.

16. Minimum period of validity of the bids

Bids shall remain valid for **one hundred and eighty (180) days** after the Deadline for Bid Submission above. A shorter Bid validity period may be rejected as nonresponsive.

17. Bidding Documents

This invitation is accompanied by the following Bidding Documents:

- (a) Part I – This Tender Notice;
- (b) Part II – Bidding Procedures:
 - (i) Section 1 – Instructions to Bidders (ITB);
 - (ii) Section 2 – Bid Data Sheet (BDS);
 - (iii) Section 3 – Evaluation and Qualification Criteria (EQC);
 - (iv) Section 4 – Bidding Forms (BDF); and
- (c) Part III – Conditions of Contract and Schedules:
 - (i) Section 5 – Contract.

18. Taxes

The bid prices submitted by the Bidder must be calculated including all duties, taxes, and other levies payable by the Company in connection with the Project. However, any VAGST on the sale of the electricity or the provision of BESS services must be excluded from the bid prices.

19. No Liability of EPC

EPC will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of their Bids. This Tender Notice does not constitute a solicitation to invest, or otherwise participate, in the Contract or the Project. EPC reserves its right, in its absolute discretion, to modify this Tender Notice, the Bidding Documents and/or the Contract or to suspend, cancel or restart the Bidding Process at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the Bidder for any costs or expenses incurred in such an event.

20. Definitions

In addition to the definitions in this Tender Notice, capitalised expressions in this Tender Notice have the meaning given to them in the ITB.

21. Next Steps

Please respond to this announcement by submitting a signed Deed Poll and a request to access the Virtual Data Room in accordance with item 9 above.

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Signature 

Fesolai Faumui T lese Toimoana
General Manager
Electric Power Corporation

APPENDIX 1 – FORM OF NON-DISCLOSURE DEED POLL

This Deed Poll is made on this _____ day of _____ 2026

By:

[Insert Bidder Name], with its principal office at **[insert]** (the “Potential Bidder”)

In favour of:

The Electric Power Corporation, a statutory body continued under section 4 of the Electric Power Corporation Act 1980, with its principal office located at Level 5 of Tui Atua Tupua Tamasese Efi (TATTE) Building, Apia, Samoa, (“EPC”).

BACKGROUND

A. EPC is seeking to select a private sector entity to:

- a. design, finance, construct, test, commission, operate, maintain and decommission / transfer a **25MWp** solar plant project (“**Solar PV Plant**”) and a **25 MW / 50MWh** battery energy storage system (“**BESS**”) (together the “**Facilities**”), in **Fiaga, Samoa** and to connect to Samoa’s electricity network (collectively the “**Project**”); and
- b. offer the sale of energy and BESS services,

under a long-term power purchase agreement (“**Contract**”), to support the development of the renewable energy industry and to improve the stability of the electrical grid in Samoa through a fair, transparent and competitive single stage bidding process in accordance with Samoan Law and international best practices (“**Bidding Process**”).

B. In consideration of EPC agreeing to grant access to the Virtual Data Room (“**VDR**”), the Potential Bidder hereby agrees to enter into and comply with this Deed Poll.

It is agreed as follows.

1 General

- 1.1 Unless otherwise defined in this Deed Poll, the definitions in the document titled “Section 1 – Instructions to Bidders – **SAMOA SOLAR PV PLANT AND BESS PROJECT**” (“**ITB**”) apply to this Deed Poll.
- 1.2 This Deed Poll shall take effect on the date of execution and delivery of this Deed Poll by the Potential Bidder (the “**DP Effective Date**”).
- 1.3 Any information, documents or data in any form that contains proprietary, operational, financial, legal, corporate, technical, commercial, or other publicly unavailable information pertaining to the subject matter of the Project or the Bidding Process as disclosed in the VDR or otherwise, including any information added at any time, information provided directly in response to questions and any other information, materials or data disclosed to the Potential Bidder or its authorised representative/s (authorised to bind the Potential Bidder in accordance with ITB 27.2(b)) by or on behalf of EPC in any form or by any means or through any medium whether it is disclosed before, on, or after the Effective Date (“**Confidential Information**”) is being made available subject to, and on the terms and conditions of, this Deed Poll.
- 1.4 This Deed Poll sets out the obligations, rules and procedures governing the confidentiality undertaking and use of the VDR to be made available to:

- 1.4.1 the Potential Bidder and its respective Affiliates, and professional advisers (including, but not limited to: technical, financial, tax, accounting, legal) (the “**Authorised Users**”) who need to know such information for the purpose of considering the Project; and
- 1.4.2 the Potential Bidder's prospective Consortium Members, contractors, co-sponsors or lenders, and their respective employees, consultants, and professional advisers (each “**Permitted Users**” – who, together with Authorised Users, shall be referred to as “**Authorised Persons**”).
- 1.5 The Potential Bidder's Representative (as defined below) is deemed to have signed this Deed Poll on behalf of all Authorised Users and Permitted Users with access to the VDR.
- 1.6 The Potential Bidder shall:
 - 1.6.1 make appropriate arrangements to ensure that any Authorised Persons agree to be bound by the confidentiality obligations of the Potential Bidder with respect to the Confidential Information;
 - 1.6.2 comply and cause their respective Authorised Persons to comply with any obligation imposed by this Deed Poll as if such persons were itself a signatory to this Deed Poll; and
 - 1.6.3 be liable for any breach committed of clauses 1.6.1 to 1.6.2 (inclusive) by an Authorised Person.
- 1.7 Any breach of confidentiality by the Authorised Persons will entitle EPC to reject the Bid by that Potential Bidder without any further consideration and terminate the Potential Bidder's right to continue in the Bidding Process.
- 1.8 This Deed Poll shall expire upon successful award of the Project to a winning bidder, unless terminated earlier in accordance with the terms and conditions of this Deed Poll. Subject to the terms and conditions set forth in clause 2, the Potential Bidder shall, and shall ensure that Authorised Persons, keep the Confidential Information confidential for a further two (2) years following the earlier to occur of termination or expiry of this Deed Poll.

2 Confidentiality

- 2.1 Subject to clause 2.2, the Potential Bidder shall treat the Confidential Information as strictly confidential and shall use the Confidential Information solely for the purpose of conducting the Bidding Process, considering, evaluating, advising on, designing, building, financing, operating or furthering the Project and shall not disclose the Confidential Information other than to its Authorised Persons who have agreed to comply with the terms of this Deed Poll.
- 2.2 The term “**Confidential Information**” under this Deed Poll shall be deemed **not** to include information which the Potential Bidder can prove:
 - 2.2.1 is or has come into the public domain prior to disclosure by the Potential Bidder, or after the disclosure by the Potential Bidder, provided such disclosure to the public domain is not through any wrongful act of the Potential Bidder;
 - 2.2.2 is already known to, or in the possession of the Potential Bidder, as evidenced by written documentation in the files of the Potential Bidder;
 - 2.2.3 has been lawfully received from a third party without restrictions or breach of this Deed Poll;
 - 2.2.4 has been or is published without violation of this Deed Poll;
 - 2.2.5 is approved for the release or use in question by written authorisation of the EPC; or

- 2.2.6 is required to be publicly disclosed by law, order, or demand of a court of competent jurisdiction or the requirement of any relevant stock exchange or other regulatory government or official body.

2.3 The Potential Bidder undertakes:

- 2.3.1 to keep the Confidential Information and any copies of it secure and in such a way as to prevent unauthorised access by any third party and not to disclose, copy, reproduce or distribute any Confidential Information or otherwise make it available to any person other than its Authorised Persons;
- 2.3.2 to use the Confidential Information solely for purposes of undertaking the Project;
- 2.3.3 to inform EPC immediately if it becomes aware that any Confidential Information has been disclosed to or come to the knowledge of an unauthorised third party; and
- 2.3.4 at its own expense, within seven (7) days of withdrawing from the Bidding Process, or of being notified that it has been disqualified, its proposal has been rejected, or it not been declared as having won the Project, or of being notified that EPC has annulled the Bidding Process, or in any event on receipt of a written demand from EPC:
- (a) to return or destroy all hard copies of Confidential Information that has been made available to it by or on behalf of EPC which is in its possession or under its custody and control without keeping any copies;
 - (b) to destroy all hard copies of Confidential Information prepared by it to the extent that the same contains, reflects or derives from information that has been made available to it by or on behalf of EPC, except for the copies of Confidential Information contained in management presentations and/or board minutes related to the Potential Bidder's internal evaluation of the Project, the Bidding Process and any related transaction, provided that such Confidential Information is kept only when needed to comply with applicable laws; and
 - (c) to the extent practicable, to expunge all Confidential Information from any computer, word processor, online database, file management system or other place where Confidential Information may be stored (whether physically or electronically) that is within its possession or under its custody or control.

3 VDR

- 3.1 Except where the ITB provides otherwise, no representation or warranty (whether express or implied) is given, and no responsibility or liability is accepted, by EPC or by professional advisers appointed by EPC, as notified from time to time, including the Asian Development Bank ("**ADB**") and ADB's advisors, comprising without limitation the law firms, Pinsent Masons and Latu Lawyers, and the technical advisors, Entura and PSES Consult (together, the "**Advisors**"), as to the accuracy or completeness of the information disclosed in the VDR or otherwise.
- 3.2 The Potential Bidder:
- 3.2.1 acknowledges that in relation to the Project and Bidding Process, EPC are represented by the Advisors; and
 - 3.2.2 consents to such representation, notwithstanding that such Advisors may be engaged in other matters involving such Potential Bidder.
- 3.3 The Potential Bidder hereby waives any liability to which ADB and the Advisors might be subject in connection with the Project or the Bidding Process.

- 3.4 Information disclosed in the VDR or otherwise, or any part thereof, does not constitute an offer or proposal by or on behalf of EPC.
- 3.5 Additional documents may be added to, and documents may be removed from, the VDR from time to time by or on behalf of, and at the discretion of EPC and in accordance with the ITB. The Potential Bidder should check the VDR regularly as the inclusion of new documents will be apparent from doing so. However, no obligation is undertaken or accepted by EPC (or its Advisors) to provide any additional or updated information or to correct any inaccuracies or discrepancies in the information.

4 Access to the VDR

- 4.1 The VDR service is outsourced to a third-party provider, and accordingly the Potential Bidder shall:
- 4.1.1 allocate adequate time for processing of information; and
 - 4.1.2 follow the instructions of the VDR provider necessary for registration, access, use and compliance with security measures.
- 4.2 The Potential Bidder shall ensure at all times that:
- 4.2.1 only Authorised Persons shall seek access to the VDR; and
 - 4.2.2 the number of Authorised Persons who shall seek such access is limited only to those for whom it is strictly necessary for the purposes of, or in connection with, undertaking the Bidding Process for the Project.
- 4.3 Access to the VDR by any Authorised Persons is subject to:
- 4.3.1 acceptance of VDR rules of a third-party provider; and
 - 4.3.2 an authorised representative of the Potential Bidder, being the individual duly authorised under a corporate resolution, power of attorney or otherwise by the Potential Bidder and the signatory of this Deed Poll, ("**Representative**") having signed and returned a copy of this Deed Poll.
- 4.4 EPC reserves the right to refuse, terminate or withdraw access to the VDR (either in general or by any Authorised Persons) at any time at their own discretion without giving any reason.
- 4.5 If the Potential Bidder withdraws from the tender process (whether formally or informally), or it is disqualified, or its Bid is rejected, access to the VDR will be withdrawn.
- 4.6 Subject to VDR rules related to scheduled downtime and communications as notified by the VDR provider, the VDR is expected to be open twenty-four (24) hours per day, seven (7) days per week from the date of its opening until the Deadline for Bid Submission, or such other dates as notified by EPC to the Potential Bidder. The information may subsequently be reopened to Bidders to respond to clarifications that may be issued by EPC in accordance with the ITB and the Bidding Documents.
- 4.7 The Potential Bidder acknowledges and accept that neither EPC, nor its Advisors, or other representatives, nor any of their respective officers, employees, consultants, or agents accept responsibility for or make any representation, express or implied, nor give any warranty with respect to the accuracy or completeness of the information provided in the VDR or accept any responsibility or liability for technical issues affecting the VDR service outsourced to a third-party provider.

5 Use of the Information

- 5.1 The Confidential Information may not be forwarded or shared other than in accordance with this Deed Poll.

5.2 If any information is copied, printed or downloaded, it shall be deemed to have been copied, printed and/or downloaded on, and shall remain subject to, the terms of this Deed Poll (including, for the avoidance of doubt, the obligation to return or destroy the information).

5.3 No attempt may be made to circumvent any of the security features of the VDR.

6 Intellectual Property

Nothing in this Deed Poll or the disclosure of information or data hereunder is intended to grant or shall be construed as granting to the Potential Bidder any title, rights, or licenses in or under any patent, copyright or any other intellectual property right whatsoever of the EPC, other than the right to use such information or data for the purpose strictly authorised in this Deed Poll.

7 Security

7.1 The Potential Bidder and its Authorised Persons shall strictly adhere to the security rules of the VDR service provider. Authorised Persons must not reveal their username or password to anyone for any reason whatsoever.

7.2 When accessing the VDR, Authorised Persons must:

7.2.1 take all necessary steps to ensure that none of the Confidential Information contained therein is visible to, or capable of being overlooked by, other persons;

7.2.2 not leave their computer (or other communications device through which they have logged on to the VDR) unattended whilst they are logged on to the VDR; and

7.2.3 ensure that they log-out of the VDR when they have finished using it, by closing down their Internet browser program or as otherwise notified by the rules of the VDR.

7.3 It should be noted that the VDR system keeps a record of which user names have been used, and at what time, to access particular documents.

8 Questions & Answers Procedure

EPC will advise Bidders as to the procedure for submitting questions and requests for clarification through the VDR.

9 Technical Support

Authorised Persons who experience technical difficulties in accessing or using the VDR should contact the VDR helpdesk. Contact details for the VDR helpdesk will be provided to Bidders when Bidders are granted access to the VDR. Bidders must ensure that fiagasolaripp@epc.ws is copied in on any communications with the VDR helpdesk.

10 Disclaimer and damages

10.1 EPC will not be responsible for any costs or expenses incurred by the Potential Bidder or any Consortium Member in connection with the Bidding Process.

10.2 The Potential Bidder:

10.2.1 releases EPC and its Advisers from any claim or liability; and

10.2.2 indemnifies EPC and its Advisors from and against any claim brought by the Potential Bidder, any Consortium Members of the Consortium in which the Potential Bidder is involved or any Subcontractor,

arising out of, or in connection with, the Bidding Process, the Project, the submission of a Bid, the Confidential Information or any inspections of any site related to the Project.

- 10.3 No liability is accepted by EPC or its Advisors for any damage of any sort which may be caused to any computer, computer system or other communications device through which the VDR has been accessed, or any information stored on any such computer, computer system or other communications device, in any way resulting from the use of or the downloading of any information from the VDR. Use of the VDR is entirely at the user's own risk.

11 Fraud and Corruption

- 11.1 The Potential Bidder and its Authorised Persons shall not directly or through an agent, engage in any corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations (as each of those terms are defined in ITB 3.2) in competing for the Project.

12 Miscellaneous

- 12.1 No variation, amendment or modification of this Deed Poll shall be effective unless it is in writing, signed by the Potential Bidder, and EPC has provided its written consent to such variation, amendment or modification.
- 12.2 Save as expressly mandated by this Deed Poll with respect to Authorised Users and Permitted Users, the Potential Bidder may not transfer its rights or obligations under this Deed Poll in full or in part without the prior written consent of the EPC.

13 Benefit of Deed Poll

- 13.1 This document is executed as a deed poll by the Potential Bidder in favour of EPC.

14 Governing Law and Disputes

- 14.1 This Deed Poll and any non-contractual obligations arising out of or in connection with it shall be governed in accordance with the Laws of Samoa.
- 14.2 The courts of the Independent State of Samoa shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Deed Poll.

Executed and delivered as a Deed Poll in Samoa.

Each attorney executing this Deed Poll states that he or she has no notice of revocation or suspension of his or her power of attorney.

Each signatory confirms that the page they sign is in a full copy of the document.

Executed as a Deed (but not delivered until the date of this Deed) by
acting by

.....
Full Name (**Director/Attorney**)

.....
Signature of Director/Attorney

in the presence of:

.....
Full Name (Witness)

.....

.....

.....
Address

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Signature of Witness