



Government of Samoa

**Acting through the
ELECTRIC POWER CORPORATION**



BID NO: SAM EPC- 44/2018

**PROCUREMENT OF GOODS AND RELATED SERVICES
REQUEST FOR BIDS**

for

“GOVERNMENT BUILDING STANDBY GENERATOR”

RFB issued on: Wednesday, 7th November, 2018
Bids close on: Monday, 19th November, 2018 at 10.00 am
(Samoa Time)
Pre-Bid Meeting: Tuesday 13th November, 2018 at 10.00 am
(Samoa Time)

Procuring Entity: ELECTRIC POWER CORPORATION

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SUMMARY DESCRIPTION OF THE SECTIONS

Section 1 Letter of Invitation for Bids

Section 2 Instructions to Bidders (ITB)

This section provides Bidders with an overview of the bid.

Section 3 Bid Data Sheets (BDS)

Section 4 Technical Requirements

This section specifies the technical requirements, the proposed form of commercial terms, and the information required from the Bidder in their Bid submission that they must also conform with.

Section 1 Letter of Invitation for Bids

TO: BIDDERS

- A. The General Manager, on behalf of the Electric Power Corporation (EPC) through the Government of the Independent State of Samoa (“the Principal”), is soliciting binding Bids from ref SAM EPC 44/2018) “Government Building Standby Generator”.
- B. Generator size is 900KW prime, 50Hz, 415 volts, 0.8PF lagging, soundproofed containerized, supplied complete with Automatic Transfer Switch; and supply installed and commissioned.
- C. This Request for Bids (RFB) includes the following Sections:
- | | |
|-----------|-----------------------------------|
| Section 1 | This Letter of Invitation for Bid |
| Section 2 | Instructions to Bidders (ITB) |
| Section 3 | Bid Data Sheets (BDS) |
| Section 4 | Technical Requirements |
| Section 5 | Financial Requirements |
| Section 6 | Contract |
| Section 7 | Appendices |
- D. All Bidders must observe and familiarise themselves with the technical requirements of the standby generator and associated equipment to be supplied and installed All Bidders must also conform to the Terms and Conditions of this Bid.
- E. All inquiries related to this Bid must be submitted to Project Manager
- | | |
|------------|--|
| Address: | Electric Power Corporation,
Level 5, Tuiatua Tupua Tamasese Efi Building,
Sogi, Apia,
Samoa |
| Telephone: | (685) 65512; 7571840 |
| Email: | perelini48@gmail.com |
| Place: | Apia, Samoa |
- F. Tenders will close on Monday, 19th November 2018, 10:00am (Samoa time). All Bids must be deposited in the Tender Box located at the Ministry of Finance, at Level 4 of Central Bank of Samoa Building, Apia, Samoa no later than the Bid closing date and time.
- G. One (1) original and 3 hard copies of the Bidder’s Bid together with Bid Security must be submitted and delivered in a sealed envelope clearly marked as follows, and deposited inside the Tender Box at the address below:

Tender No. SAM EPC –44/2018 – “Government Building Standby Generator”

Designation: Secretary Samoa National Tenders Board

Address: Ministry of Finance
Level 4 Central Bank Building
Apia
Samoa

- H. Bidders must submit with their Bid Package a Bid Security of US\$2,000 or SAT\$5,000 in the form of a Bank Guarantee.
- I. A pre-Bid conference will be held at 10am on Wednesday 13th November 2018 (Samoa Time), at the EPC main office at Level 5 of the Tuiatua Tupua Tamasese Efi Building in Sogi, Apia. Bidders who cannot travel to Samoa for this meeting can participate by teleconference.
- J. Bids will be opened by the National Tenders Board immediately after the Bid closing deadline in the presence of any Bidder or their representatives that may choose to attend. The Secretary of the National Tenders Board will record minutes of the Bid opening and, when available, circulate a copy to each Bidder.
- K. Late Bids will be rejected and returned to the Bidder unopened.
- L. EPC reserves the right to reject any or all Bids.
- M. EPC shall not be responsible for any costs and expenses incurred by the Bidders in connection with the preparation and delivery of Bids.
- N. EPC shall not be liable to pay any charges or interest in relation to the Bidder's provision of the Bid Security.
- O. Bids are submitted under the terms of the ITB and the associated Specification of Requirements.

Sincerely,

.....
Tologatā Tile Leī'a Tuimalealiifano
GENERAL MANAGER
ELECTRIC POWER CORPORATION

Section 2 Instructions to Bidders (ITB)

2.1 Definitions

The following terms apply throughout this Bid Document:

“Bid” means a binding proposal submitted as per the terms of the invitation for Bids;

“Bidder” means a Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/Bidding Consortium. Member of Bidding including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;

“Bid Document” means the Invitation to Bid, Instruction to Bidders and Specification Requirements;

“Chartered Accountant” means a person practicing in Samoa or a firm whereof all the partners practicing in Samoa as Chartered Accountants;

“Company” means a body corporate incorporated in Samoa under the Companies Act 2001;

“Effective Date” means the date of execution of contract by both Parties;

“EPC” means the Electric Power Corporation;

“Facility” means the generator and associated ancillary equipment supplied and installed by the Successful Bidder;

“in writing” means communicated in written form by email or letter;

“Lead Member of the Bidding Consortium” means, in respect of the Bidding Consortium, the one Lead Member who commits at least 26% of equity state in the Bidding Consortium. The Lead Member must not be changed earlier than the date that is two (2) years after the Commercial Operation Date (COD) of the Project;

“Letter of award” means the letter issued by EPC to the Selected Bidder for award of the contract;

Tender Evaluation Committee (TEC) means committee made up of representatives of Ministry of Finance, Attorney General and EPC responsible for evaluation of bids and prepare and submit Report with recommendations.

2.2 The Bid Process

Process will follow table below: Given the urgency of project, bidding time is shortened to just 2 weeks.

No	EVENTS	BY DUE DATE
1	Issue of Bid	7 th November 2018

2	Bid Closing Date	19 th November 2018
3	Issue of Tender Evaluation Technical Report to Tenders Committee	26 th November 2018
4	Approval by EPC Board of Directors and Govt Tenders' Board of preferred bidder(s)	3 rd December 2018
5	Approval by Cabinet	5 th December 2018
6	Notification of Award Issued	10 th December 2018
7	Contract signed	20 th December 2018
8	Ex factory delivery of equipment within	28 th Feb. 2019
9	Shipment and arrival in Samoa; within	15 th April 2019
10	Installation and Commissioning; within	30 th April 2019
11	Commercial Operation Date; within	3 rd May 2019

2.3 Scope of Bid

Scope of goods to be supplied and installed by Contractor, and scope of work by EPC is covered in **Section 4 Clause 4.1.3**.

2.4 Eligible Bidders

A Bidder may be a private entity subject or any combination of them in the form of a Partnership, Joint Venture (JV) or Consortium, parent, affiliate or Group Company under an existing agreement.

In the case of a JV, all partners shall be jointly and severally liable for the execution of any obligation in accordance with the Bid process.

All Bidders and all parties constituting the Bidder must be incorporated and/or registered in Samoa with the Ministry of Commerce Industry and Labour and/or with the Ministry for Revenue, and operate in conformance with the provisions of the laws of the Independent State of Samoa or in a country of business and have current business licenses registered and issued from relevant legal authorities similar to the Ministry of Commerce Industry and Labour and/or with the Ministry for Revenue in their country of operation. If awarded a contract, the Bidder must satisfy all incorporation and local authority requirements to operate in Samoa.

2.5 Clarification of Bid Document and Pre-Bid Meeting

2.5.1 Clarifications and Doubts

While care has been taken in preparing this Bid Document, Bidders must satisfy themselves that the document is complete in all respects. Information about any discrepancy must be given to EPC immediately it is found by an intending Bidder. If EPC receives no such information from any Bidder within ten (10) days from the date of issue of the Bid Document, EPC will consider that the Bid Document is complete in all respects and that it has been received by the Bidders. Clarifications

and doubts, if any, regarding the Bid Document must be addressed in writing to the Principal/EPC:

Name: Fonoti Perelini S. Perelini
Designation: Project Manager
Address: Electric Power Corporation
Email address: perelini48@gmail.com

2.5.2 Pre-Bid Meeting / Teleconference

Bidders are invited to attend the pre-Bid meeting, which will take place on:

Date: Tuesday 13th November, 2018

Time: 10.00am

Place: Electric Power Corporation,
Level 5, Tuiatua Tupua Tamasese Efi Building,
Apia,
Samoa

The purpose of the pre-Bid meeting is to clarify any issues Bidders may have and to answer questions on any matter that may be raised. All other questions must be submitted in writing to the Principal/EPC in accordance with clause 2.5.1. EPC will endeavour to respond to all questions received in writing, including in the form of a Bid Document addendum, if appropriate.

For the purpose of the pre-Bid meeting, the Bidder is requested, as far as possible, to submit any questions in writing, to reach EPC not later than two business days before the date of the pre-Bid meeting.

Minutes of the pre-Bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders that have acquired the Bid Document.

Any modification to the Bid Document that may become necessary as a result of the pre-Bid meeting will be made by the Principal/EPC exclusively through the issue of an addendum in accordance with clause 2.6, and not through the minutes of the pre-Bid meeting.

Attendance at the pre-Bid meeting at the Bidder's option; non-attendance will not be a cause for disqualification of a Bidder.

2.6 Amendment of the Bid Document

At any time prior to the deadline for submission of Bids, the Principal/EPC may amend the Bid Document by issuing an addendum.

Every addendum issued will form part of the Bid Document and will be communicated in writing to the nominated address and email address to all who have obtained the Bid document from the Principal/EPC in accordance with the specification of this Bid. Bidders must sign and return acknowledgements of receipt of addendum to the Principal/EPC. Copies of signed addendum acknowledgements must be included with bid submission to Tender's Board.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Principal/EPC may, at his/its discretion, extend the deadline for the submission of Bids, in accordance with clause 2.15.

2.7 Cost of Bidding

Each Bidder will bear all costs associated with preparing and submitting its Bid, including the cost to attend the pre-Bid meeting. The Principal/EPC shall in no case be responsible or liable for costs incurred by Bidders, regardless of the conduct or outcome of the Bidding process.

2.8 Language of Bid

The Bid, as well as all correspondence, graphics, diagrams and documents relating to the Bid exchanged by the Bidder and the Principal/EPC, must be written in clear English.

2.9 Documents Comprising the Bid

Each Bid must include all of the following documents:

- a) a signed Bid offer using the cover letter template attached in Appendix Form 3: Bid Offer Cover letter.
- b) The Bid technical information on generator and ancillary equipment offered, in accordance with the technical requirements of bid,
- c) Financial information requested in sufficient detail to establish the adequacy of the Bidder's financial capacity, and secured funding, in accordance with the requirements set out in Section 5;
- d) in the case of a Bid submitted by a JV, a signed JV agreement or intention using the form template attached in Appendix L Form 6;
- e) Bid Security in accordance with clause 2.16;
- f) any other documents required in these Instructions to Bidders and the BDS;
- g) any Schedules, requested in accordance with clause 2.10, or as stipulated in the BDS.

2.10 Bid Offer and Schedules

Fill in and complete Bid Price Schedule forms submitted with Bid. Forms shall be signed by company authorized person.

2.11 Alternative Bids

NOT ALLOWABLE

2.12 Bid Prices

The prices quoted by the Bidder in the Bid offer must conform to the following requirements:

The currencies of the Bid and payment will be any two currencies.

Bid prices MUST include import duty and all local taxes.

Duties and Taxes in Samoa include:

- a) import duty;
- b) VAGST on CIF value of the imported equipment and materials. In addition, VAGST is payable on all goods and services purchased during construction;
- c) company tax on profit.

The Successful Bidder will be subject to pay company tax on the net profit. Note: EPC will be required to withhold 10% as “Withholding Tax” from all payments pending filing of the IPP tax return for bidders registered in Samoa. For Bidders not registered in Samoa, Withholding Tax is 15%. The Bidder must familiarise themselves with Samoan tax laws.

The Bidder must include with bid price:

- a) import duty and VAGST on import goods and local services required to install generator and other local applied taxes.

The prices to be quoted in the Bid Offer must be inclusive of all other costs. There must be no extra prices included in the Bid Offer

Any duties, taxes, and other levies payable by the successful bidder will be deemed to be included in the rates and prices and the total Bid price submitted by the Bidder.

EPC will not consider any further tax and duties implemented and imposed by Government after the Bid is submitted.

2.13 Documents Comprising the Technical Information

The Bidder must furnish Technical Information on generator and equipment offered in sufficient detail.

2.14 Documents Confirming the Qualifications of the Bidder

The Bidder must update any changes to the information the Bidder provided in Stage 1 of the Bid process (as may be necessary) and resubmit this information so as to reaffirm its qualifications to supply and install standby generator and all ancillary equipment.

- a) a valid business license;
- b) a company incorporation certificate;
- c) a statement of litigation; and
- d) evidence of the Bidder's financial soundness

2.15 Period of Validity of Bids

Bids will remain valid for 120 days from the Bid closing date.

In exceptional circumstances, before the expiration of the Bid Validity Period, the Principal/EPC may request that Bidders extend the period of validity of their Bids. If this occurs, such request and all Bidder responses will be made in writing and must specify the extended Bid Validity Period. If Bid Security has been provided by a Bidder, its period of retention by EPC will also be extended for the relevant corresponding period.

A Bidder may refuse a request to extend the period of validity of their Bid without forfeiting its Bid Security. A Bidder that consents to such an EPC request will not be required, or permitted, to modify its Bid.

A Bidder will forfeit the Bid Security in the event that the Bidder withdraws its Bid prior to the expiration of the Bid Validity Period or if the Bidder fails to sign a PPA after the issue of a notification of award.

2.16 Bid Security

As part of their Bid, Bidders must furnish Bid Security in the form of a Bank Guarantee issued from a local registered Samoan commercial bank operating in Samoa, such as the ANZ Bank (Samoa) Limited, Bank South Pacific (Samoa) Limited, National Bank of Samoa Limited or Samoa Commercial Bank Limited.

The Bid Security must be in USD currency in the amount of USD \$2,000 or SAT\$5,000.

The Bid Security shall be, at the Bidder's option, in any of the following forms:

- a) an unconditional Bank Guarantee from a local commercial registered bank operating in Samoa as above; or
- b) a valid unconditional, irrevocable Demand Draft in favour of EPC, payable in Samoa.

The Bank Guarantee shall be submitted using the template included in Appendix. The form must include the complete name of the Bidder. The Bid Security shall be valid for one hundred and twenty (120) days beyond the Bid Validity Period or

beyond any period of extension, if such extension is requested by EPC in accordance with clause 2.15.

Bid Security provided by a JV or company must be in the name of the Lead Bidder if the JV is not officially formed and registered.

A Bid that is not accompanied by enforceable Bid Security in accordance with this clause and clause 2.15 will be rejected by the Principal/EPC as being non-responsive.

The Bid Security of unsuccessful Bidders will be returned to each relevant Bidder as soon as reasonably possible after the Successful Bidder has signed the Contract and furnished the required Performance Security. No interest is payable by EPC in respect of the return of Bid Security.

The Bid Security will be forfeited if:

- a) the Bidder withdraws its Bid during the Bid Validity Period; or
- b) in respect of the Successful Bidder, if the Successful Bidder fails to:
 - (i) sign the negotiated Contract based on the template agreement included in Bid after EPC issues the notification of award; or
 - (ii) furnish Performance Security in accordance with clause 2.25.2 on time; or
 - (iii) furnish the insurance requirements in accordance with clause 2.25.1 on time.

2.17 Format and Signing of Bid

The Bidder must prepare and provide one original document comprising the Bid as described in clause 2.9, clearly mark the document with the word "ORIGINAL" and number every page organised in page number order.

In addition, the Bidder must submit copies of the Bid in the quantity specified in clause 2.18.1, and clearly mark each of them with the word "COPY". In the event of a discrepancy between the original and the copies, the original shall prevail.

The original and all copies of the Bid shall be typed in English or, where appropriate, written in indelible black ink, and shall be signed by a person duly authorised to sign for, or on behalf of, the Bidder with proof of such authority such as a Board Resolution or Power of Attorney in the case of a Consortium. The position of the authorised signatory must be typed or clearly written.

Bids must be submitted under the form of the cover letter, a template version of which is attached in Appendix L Form 3.

2.18 Submission and Opening of Bids

2.18.1 Sealing and Marking of Bids

Bidders must submit their Bids by hand in hard copy. **IMPORTANT:** Submitting Bids only electronically is not allowed. However an electronic copy can be included with the hardcopy or emailed to EPC after 11am on closing day refer to Letter of invitation to Bid item **Error! Reference source not found.**

Procedures for submission, sealing and marking are as follows:

One (1) original and three (3) hard copies of the Bidder's Proposal/Bid, together with Bid Security, must be submitted and delivered in a sealed envelope clearly marked as follows, and deposited inside the Tender Box located at the address below.

Bidders submitting Bids must enclose the original and each copy of the Bid in separate sealed envelopes, clearly marking the envelopes as "ORIGINAL" or "COPY", as the case may be. The individual envelopes containing the original and the copies must then be enclosed in one single envelope.

The inner and outer envelopes must:

- a) bear the name and address of the Bidder;
- b) be addressed as set out below; and
- c) bear a warning not to open before the time and date for Bid opening.

If all envelopes are not sealed and marked as required, the Principal/EPC will assume no responsibility for the misplacement or premature opening of the Bid.

All Bids must be deposited in the Tender Box located at the Ministry of Finance, at Level 4, of Central Bank of Samoa Building, Apia, Samoa no later than the Bid closing date and time. Bids must be clearly addressed on the outside envelope as follows:

"BID NO. SAM-EPC 44/2018 - "Government Building Standby Generator"

The Secretary

Samoa National Tenders Board

Ministry of Finance

Level 4 Central Bank of Samoa Building

Apia

SAMOA

2.18.2 Deadline for Submission of Bids

Bids must be received at the above address no later than:

Date: Monday 19th November 2018 (Samoan Date)

Time: 10:00am (Samoan Time)

The Principal/EPC may, at his/its discretion, extend the deadline for the submission of Bids by amending the Bid Document and notifying each expected Bidder, in

which case all rights and obligations of the Principal/EPC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

2.18.3 Late Bids

Any Bid received by the Principal/EPC after the deadline for submission of Bids will be declared late and rejected

2.18.4 Withdrawal, Substitution, and Modification of Bids

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 or any extension thereof.

The Bidder forfeits its Bid Security if that Bidder withdraws, or attempts to substitute or modify its Bid, during the Bid Validity Period.

2.19 Bid Opening

The Bids will be opened in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives and any other person who chooses to attend.

A Bidder that wishes to withdraw its Bid after it has deposited a Bid in the Tenders Box may do so by placing an appropriately authorised Bid withdrawal notice in the Tenders Box, in an envelope that is clearly marked with the word "WITHDRAWAL".

Envelopes marked "WITHDRAWAL" will be opened first and read out but the envelope with the corresponding Bid will not be opened and will be returned to the relevant Bidder. No Bid withdrawal will be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the Bid opening.

All envelopes will be opened one at a time, reading out: the name of the Bidder, the Bid Price(s), the Bid Security provided and any other details as the Principal/EPC may consider appropriate. Only discounts and alternative offers read out at Bid opening will be considered for evaluation. No Bid will be rejected at Bid opening except for late Bids, in accordance with clause 2.18.3.

There will be a record of Bid opening that shall include, as a minimum: the name of the Bidder, whether or not the Bid has been withdrawn, substituted, or modified, the Bid Price, and the presence or absence of Bid Security. Bidders' representatives that are present must sign the attendance record provided at the opening meeting. The omission of a Bidder representative's signature on the attendance record will not invalidate the contents and effect of the attendance record.

After opening, the Bids will be delivered to the Principal/EPC to securely hold/store and promptly evaluate.

2.20 Evaluation of Bids

2.20.1 Tender Evaluation Committee (TEC)

The ranking of the Bids is at the sole discretion of the Evaluation Committee appointed by the Principal/EPC.

A Bid Evaluation Committee will be formed by the Principal/EPC to conduct the evaluation of Bids and to prepare the evaluation report. The Committee will be comprised of personnel experienced and qualified in the area of renewable energy. The Bid Evaluation Committee will include representatives from EPC, the Ministry of Finance and the Attorney General's Office.

Regardless of institutional affiliation, each member of the Bid Evaluation Committee must exercise objective and independent judgment, and decide all matters in the public interest.

2.20.2 Determination of Responsiveness

The Principal/EPC's determination of a Bid's responsiveness will be based on the contents of the Bid itself, as defined in 2.9.

A substantially responsive Bid is one that meets the requirements of the Bid Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
 - (i) affect, in any substantial way, the scope, quality, or performance of the Provision of Goods and/or Services specified in the Contract; or
 - (ii) limit, in any substantial way inconsistent with the Bid Document, the Principal's rights or the Bidder's obligations under the proposed Contract; or
- b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

The technical aspects of the Bid submitted in accordance with clause 2.13(Technical Proposal) and clause 2.14(Qualifications of Bidder) in particular, must confirm that all requirements of Section 2 (Instructions to Bidders (ITB)) have been met without any material deviation, reservation or omission.

Any of the following conditions will cause a Bid to be non-responsive:

- a) a response to the Bid not received by the due date and time;
- b) a response to the Bid that contains a conflict of interest;
- c) if a Bidder submits or participates in more than one response, whether as a Bidding Company or as a Member of a Bidding Consortium;
- d) a response to the Bid that does not include the Guarantee or the Bid Security, as the case may be, or is not submitted in an acceptable form.

If a Bid is not substantially responsive to the requirements of the Bid Document, it will be rejected by the Principal/EPC, in which case it and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

2.20.3 Evaluation Criteria

Bids from be evaluated in accordance with price, technical information provided on generator and equipment offered, delivery, equipment performance, technical support, reliability and efficient of generator, and bidder's known good record of having successfully completed similar contract before.

2.21 Deviations, Reservations and Omissions

Proposals having any Deviations, Reservations and Omissions may be disqualified.

During the evaluation of Bids, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Bid Document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bid Document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Bid Document.

2.22 Clarifications of Bids

To assist in the examination, evaluation and comparison of the Bids, and qualification of the Bidders, the Principal/EPC may ask any Bidder to clarify its Bid. Any clarification submitted by a Bidder that is not in accordance with the abovementioned request will not be considered.

The request for clarification and the response from the Bidder must be in writing.

No change in the prices or substance of the Bid will be sought, offered or permitted, except to confirm the correction of errors discovered by the Principal/EPC in the evaluation of the Bids, in accordance with this clause.

If a Bidder does not provide clarifications of its Bid by the date and time set in the Principal's request for clarification, the Bidder's Bid may, at the absolute discretion of the Principal/EPC, be rejected.

2.23 Alteration of Bids after Bid Opening

The Bidder must not alter its Bid after the Bids have been opened, but obvious arithmetic or mathematical, computational mistakes, manifest clerical errors and clarifications, that do not change the substance of the Bid, may be accepted.

2.24 Confidentiality

Information relating to the examination, evaluation, comparison, and qualification of Bids, and the Tender Evaluation Committee's recommendation, will not be disclosed to any Bidder or to any other person not officially participating in the Bid evaluation process.

Any attempt by a Bidder to influence the Principal/EPC or persons involved in the evaluation of Bids or Contract award decisions may result in the rejection of that Bidder's Bid and forfeiture of the Bid Security.

Notwithstanding the above paragraph, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Principal/EPC on any matter in relation to clarifications about the Bidding process, they may do so in writing in accordance with clause 2.5.1.

2.25 Award of Contract

2.25.1 Bidder's Insurance Policy

Bidders must include insurance to cover shipment, transport and installation of generator and associated equipment until commissioning and handing over to Principal/EPC.

2.25.2 Performance Bond

The Successful Bidder must provide a Performance Bond in the form of a Bank Guarantee or a bank cheque for the amount equivalent to 10% of the total cost of generator. The banks that may be used for this purpose are:

- ANZ Bank (Samoa) Limited;
- Bank South Pacific (Samoa) Limited;
- National Bank of Samoa Limited; and
- Samoa Commercial Bank Limited.

The Performance Bond or Bank Guarantee must be valid for a period of up to 12 months or until the generator is installed and commissioned and Principal/EPC had issued a Certification of Operational Acceptance.

The format for the Bank Guarantee is in Appendix L Form 2: Performance Bank Guarantee.

2.26 Conflict of Interest and Anti-corruption

A Bidder may be considered to be in a conflict of interest with one or more parties in this Bidding process if the Bidder:

- a) receives, or will receive, any direct or indirect subsidy from any of the Bidders; or

- b) participates in more than one Bid directly or indirectly in this Bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the offending party submitted and is/are directly or indirectly involved. However, this does not limit the inclusion of a subcontractor in more than one Bid; or
- c) any of its Affiliates has been hired (or is proposed to be hired) by the Principal/EPC in the preparation of this Bid.

Bidders must provide such evidence of their eligibility that is satisfactory to the Principal/EPC, and as the Principal/EPC may request.

Any attempt by a Bidder to influence the Principal/EPC or persons involved in the evaluation of Bids, or contract award decisions may, at the absolute discretion of the Principal/EPC, result in the rejection of the Bidder's Bid.

Section 3 Bid Data Sheet (BDS)

This section specifies the parameters within Section 2 (Instructions to Bidders) and particularises and supplements the information or requirements of this Bid, especially the Instructions to Bidders.

A. Introduction

	The Principal is: Government of Samoa acting through the Electric Power Corporation
	The Name of the Invitation for Bid is: “SAM-EPC –44/2018 – “ Government Building Standby Generator”

B. Contents of Bid Document

2.5.1	For clarification purposes only, the Principal/EPC’s address is: Name: Fonoti Perelini S. Perelini Designation: PROJECT MANAGER Address: Electric Power Corporation, Level 5 of Tuiatua Tupua Tamasese Efi Building, Sogi, Apia, Upolu, Samoa Telephone: (685) 65512, 7571840 Email: perelini48@gmail.com Place: Apia, Samoa
2.5.2	A pre-Bid meeting will take place at the following date, time and place: Date: Tuesday, 13th November, 2018 Time: 10.00am Place: Electric Power Corporation, Level 5 of Tuiatua Tupua Tamasese Efi Building, Sogi, Apia, Upolu, Samoa

C. Preparation of Bids

2.6	The Language of the Bid is: English
2.7 2.8	The Bid schedules shall be submitted with the Bid as per the Appendix 5 Bid Forms
2.9	The Bid Validity Period shall be 120 days from the date on which the Tenders Board opens the Bids.
2.10	Bid Security is two thousand US dollars (US\$2,000) or SAT\$5,000 in the form of a bank or cashier check or bank guarantee from an approved local

	bank. The bank guarantee shall be submitted using the Appendix L Form 1: Bid Security Form
2.17	The Bidder shall prepare and submit Original plus 3 copies of bid.

D. Submission and Opening of Bids

2.18	Bidders shall not submit their Bids electronically or by email until after the hard copies have been opened by the Secretary of the Samoa National Tenders Board at 11am
2.18	<p>For Bid submission purposes only, Bids must be addressed as follow:</p> <p>“BID NO. SAM-EPC 44/2018 -“Government Building Standby Generator”</p> <p style="text-align: center;">The Secretary Samoa National Tenders Board Ministry of Finance Level 4 Central Bank of Samoa Building Apia <u>SAMOA</u></p> <p>The deadline for Bid submission is: Date: Monday, 19th November 2018 (Samoan Date) Time: 10:00am (Samoan Time)</p>
2.19	<p>The Bid opening shall take place at the address below after Bid closing at:</p> <p>Date: Monday 19th November 2018 (Samoan Date) Time: 11:00am (Samoan Time) Place: Ministry of Finance Level 4 Central Bank of Samoa Building Apia <u>SAMOA</u></p>

E. Award of Contract

2.25	<p>Contract will be awarded within 1 month from the date of close of Bids.</p> <p>Contract should be signed within 20 days after award of contract.</p>
2.25.2	Successful Bidder shall comply with implementation milestones of project

	given in 6.1.7 including Performance Bond.
	Performance Bank Guarantee: 10% of contract price
	List of Acceptable Banks: ANZ Bank (Samoa) Limited, Bank South Pacific (Samoa) Limited, National Bank of Samoa Limited, and Samoa Commercial Bank Limited.

Section 4 Technical Requirements

4.1 Background

4.1.1 Existing Generator

There is a present stand alone 550kw standby generator being used at the Government Building. Generator includes an automatic transfer switch, 5000 liter fuel tank, connection with two 500kva 22kv/415 volts padmount transformers which supply power to building from grid. Existing generator is old, insufficient capacity to cover the increase load of the building, and generator is overheating.

4.1.2 Plan

Plan is to replace existing generator with a larger generator, 900KW prime, 415 volts, 50 Hz, 0.8 pf lagging, containerized and soundproofed, and supplied with a new ATS. Container will be installed inside a shelter which to be built by others.

New generator will be moved to a new location about 30 meters from existing location due to some other facilities being built in existing location.

4.1.3 Scope of Work by Contractor

List of scope of equipment to be supplied by Contractor:

- a. 900kw (prime) containerized soundproof generator
- b. Automatic Transfer Switch
- c. Generator, container, and electrical switchgear to be coated with extra rust coating to protect gear from salt spray from ocean.
- d. Consumable spares parts for generator and other electrical spares
- e. Materials needed to complete installation and interconnection of generator to electrical switchgear and fuel system.
- f. Include starting batteries and charger system connected off building power supply to keep battery charged at time; charger to switch off when battery is charged; secure/battery so that it is easily stolen;
- g. Install a fuel meter between 5000L fuel tank and generator

Scope of installation of generator

- a. Install generator container.
- b. Connect generator fuel system to 5,000 liter fuel tank; make transfer of diesel from storage tank to generator tank automatic to top up generator fuel tank
- c. Install electrical to the power feed to building and exhaust system to take exhaust outside of building

4.1.4 Scope of Work by EPC

- a. Design and bid construction of new building to house containerized generator; include electrical wiring and metering.

- b. Move existing transformers or install two new 500kva 22kv/415volts padmount transformers and switchgear for feed to Govt building.
- c. Move 5000 liters fuel tank to new location; fill up tank.
- d. Extend a water line to new generator location and request a water meter

4.1.5 Specification of Equipment Supplied

Generator to automatically start up and load transferred from EPC grid, on power outage, and within a minute, standby generator takes over power supply to building; include an auxiliary battery charger connected of generator house power to maintain battery charged; generator will also have its own charger to charge the battery when generator is turned on; exhaust system to be fully insulated and use a sound proof muffler to minimize noise; include a exhaust pipe to discharge exhaust outside of the building; container to be soundproofed so that noise level at the Govt Main Building is no more than 65decibel (DB). Include on generator control panel gauges for oil temp, cooling temperature, pressure,kw output, amps, voltages, kwh power generated.

4.1.6 Factory Test of Generator

Normal factory test plus following if not in standard factory testing

- Load test 100%, 75%, 50% and measure fuel used
- Run engine for an hour at each load
- Record all temperatures, pressures, readings
- Test all alarms and shutdowns

4.1.7 Commissioning and Load Testing of Generator

Repeat factory commissioning and load testing on site after generator is installed. Test actual EPC power outage to test start up of generator and operation of ATS transfer load to generator. Reverse test when EPC power is restored and ATS transfer back to EPC power and shutdown of generator. Contractor to check voltages in building in each floor to make sure they are right during load testing of generator.

Test all alarms and shutdowns.

4.1.8 Warranty and Technical Support

Provide a 18 months long or 6,000 operating hours warranty from date of issue of certificate of operational acceptance.

Warranty shall cover parts, and labour for repair or replacement of parts. Also include airfreight of new parts here or sending of parts off-island for repair and return.

Provide a 18 months long technical support at no charge for the first 18 months from acceptance of generator and all equipment supplied.

4.1.9 Technical Information to be Provided with Bid

Here is form to be filled in with technical information on generator and equipment offered in bid:

Technical Information		
No	List of information	Information to be provided
Generator, ATS, and others		
1	Engine Make and Model No	
2	Capacity, KW (Prime)	
3	Engine configuration: Vee or in line	
4	Cooling system, capacity, etc	
5	Fuel system	
6	Fuel consumption; litesr/hr at 90%, 70% and 50% load	
7	Lube oil system, filters, etc	
8	Lube oils to use	
9	Exhaust system, muffler type,	
10	Governor control	
11	Alternator Make / Model	
12	Fuel meter make/model	
13	Alternator KVA Rating, PF, Hz	
14	Voltage regulator type, SN	
15	Starting system, batteries, charger, etc.	
16	List of alarms	
17	List of all shutdowns; electrical and mechanical	
18	Automatic Transfer Switch's Make and Model, rating, etc	
19	Auxiliary battery charger Make and Model	
20		

Section 5 FINANCIAL REQUIREMENTS

5.1 Financial Statements

Provide annual financial statements

5.2 Average Turnover

Average annual turnover over last 3 years to be US\$200,000. Provide financial statements which shows annual turnovers.

5.3 Financial Resources

Provide evidence to have financial resources to fund project eg saving, line of credit, bank letter confirming, etc.

5.3.1 Commercial Operation Date

Bidders must demonstrate the ability of generation plant to commence Commercial Operation within fifteen (15) months of the date of financial closure. A Bidder may, at its option, propose an earlier date than the time specified here.

5.3.2 Work Schedule

Here is Work Schedule to be closely followed:

No	EVENTS	BY DUE DATE
1	Issue of Bid	7 th November 2018
2	Bid Closing Date	19 th November 2018
3	Issue of Tender Evaluation Technical Report to Tenders Committee	26 th November 2018
4	Approval by EPC Board of Directors and Govt Tenders' Board of preferred bidder(s)	3 rd December 2018
5	Approval by Cabinet	5 th December 2018
6	Notification of Award Issued	10 th December 2018
7	Contract signed	20 th December 2018
8	Ex factory delivery of equipment:	28 th Feb. 2019
9	Shipment and arrival in Samoa; within	15 th April 2019
10	Installation and Commissioning; within	30 th April 2019
11	Commercial Operation Date; within	3 rd May 2019

Bidders must propose an implementation timetable that starts from the date that financial closure is achieved, including permitting, design and construction and completion of performance tests of the plant identifying high level activities and key milestones for the construction and commissioning of the plant. The Bidder must provide the schedule to EPC in the form of a Gantt Chart or similar.

Section 6 Appendices

The following appendices are Included:

Appendix A – Site location of Generator

Appendix B – Letter of Offer

Appendix C – Power of Attorney

Appendix D – Forms for Bid Offer

Appendix E – Bid Security Form

Appendix F – Performance Bond Form

Appendix G – Advance Payment Security Form

Appendix B

Letter of Offer

[The cover letter should be on the letterhead of the Bidding Company/Lead Member of the Bidding Consortium]

Date: _____

From: _____ *[Insert Name and address of Bidding Company/ Lead Member of the Bidding Consortium]*

TO: Samoa National Tenders Board
Ministry of Finance
Level 4 Central Bank of Samoa Building
Apia
SAMOA

SAM-EPC- 44/2018 – Government Building Standby Generator

OFFER:

I/We offer to execute the Contract Agreement for the supply, installation, commissioning and load testing of standby generator and all associated equipment at Government Main Building to replace existing generator to provide backup power to the building at times that EPC power supply is off for bid price of \$_____ (in words and number)

We, the undersigned*[insert name of the Bidder]* having read, examined and understood in detail the RFB for supply and install standby generator and all other requirements.

We confirm that we have not submitted response to RFB other than this response to RFB, directly or indirectly, in response to the aforesaid RFB.

We give our unconditional acceptance to the RFB, dated 7th November 2018 issued by the EPC. In token of our acceptance to the RFB and Contract agreement, the same have been initialled by us and enclosed with the response to the RFB. We shall ensure that the contract agreement is executed as per the provisions of the RFB and provisions of the contract shall be binding on us. Further, we confirm that the generator shall be supplied, installed and commissioned within _____ from the effective date of the contract.

Bid Security

We have enclosed Bid Security of *US\$2,000 or SAT\$5,000* in the form of a bank guarantee number*[Insert Bank Guarantee number]* dated*[insert date of bank guarantee]* and valid up to in terms of of this RFB.

We have submitted our response to RFB strictly as per Section..... of this RFB, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

Acknowledgements

We formally acknowledge the following:

1. I/We are enclosing herewith our response to the RFB with formats duly signed as desired by you in the RFB for your consideration.
2. It is confirmed that our response to the RFB is consistent with all the requirements of submission as stated in the RFB and subsequent communications*[add addendumreferencenumbers]*....from EPC.
3. The information submitted in our response to the RFB is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RFB.
4. I/We confirm that all the terms and conditions of our Bid are valid upto..... *[Insert date in dd/mm/yyyy format]* for acceptance (i.e. a period of 120 days from the last date of submission of response to RFB).
5. I/We am/are not participating as Bidders in more than one Bid in this Bidding process.
6. I/We agree to abide by this Bid for a Bid Validity Period of one hundred and twenty (120) days from the date it is opened by the EPC and agree that it remains binding on us and may be accepted at any time before the Bid Validity Period expires. Any extension to the Bid validity Period shall be mutually agreed.
7. I/We agree that if our Bid is successful and then found to be non-compliant after the award of the Bid and before the signing of the contract, our Bid can be terminated immediately at no cost to EPC.
8. Unless and until a formal contract agreement is executed between EPC and I/us and Performance Bond submitted, this Bid Offer, together with the letter of award thereof, will not in any way form or constitute a binding contract between the EPC and I/us.
9. I/We further understand that all costs of, and incidental to, the preparation and lodgement of this Bid by me/us shall be borne by me/us and that I/We am/are not entitled under any circumstances to recover any of these costs from EPC.
10. I understand that if my Bid is not successful then EPC shall return by Bid Security.

Dated the ----- day of -----, 2018.

Yours faithfully,

[Insert name, designation and signature of Person Authorised]

Appendix C POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT M/s having its registered office at [*Insert names and registered offices of all Members of the Consortium*] the Members of Consortium have formed a Bidding Consortium named..... [*Insert name of the Consortium*] hereinafter called the 'Consortium') vide Consortium Agreement dated and having agreed to appoint M/s as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s a company incorporated under the laws of and having its Registered/Head office at as our duly constituted lawful attorney(hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RFB and if required, submission of Bid against RFB (in the event of short listing as a qualified Bidder). We also authorise the said Lead Member to undertake the following acts:

To submit on behalf of the Consortium Members response to RFB and if required to submit Bid in response to RFB.

To do any other act or submit any information and document related to the above response to RFB and RFB Bid, if required.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable under the Bidding Consortium achieves execution of PPA

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member:

M/s

[Insert signature of person authorised by the Board]

(Insert name, designation, place, date)

Accepted

[Insert signature, name, designation and address of the person authorised by the Board of the Lead Member]

Attested

[Insert signature of the authorised executant]

[Insert signature and stamp of the Notary of the place of execution]

Place:

Date:

Note: the Lead Member of the Consortium shall have the controlling shareholding in the Company having not less than 51% of voting rights in the company or equivalent majority shareholding.

Appendix D BID FORM

6.1 Bid Offer

Schedule 1 – Equipment and Materials from Abroad

No	Equipment	Qty	Unit CIP Cost	Total CIP Cost	Duty/Vagst
1	Generator containerized	LS			
2	Auto Transfer Switch	LS			
3	Materials and equipment for installation	LS			
4	Spares	LS			
	Total Cost Schedule 1				

Schedule 2 – Equipment and Materials from Local

No	Equipment	Qty	Unit CIP Cost	Total CIP Cost	Duty/Vagst
1	All local supplied materials and equipment	LS			
	Total Cost Schedule 2				

Schedule 3 – Design, Installation and Commissioning

No	Equipment	Qty	Unit CIP Cost	Total CIP Cost	Duty/Vagst
1	Design	LS			
2	Installation				
3	Commissioning and Load Testing				
	Total Cost Schedule 3				

Schedule 4 – Summary of Bid Price

No	Schedules	Total Cost (SAT)	Total Cost (USD/NZD)	Duty/Vagst
1	Schedule 1			
2	Schedule 2			
3	Schedule 3			

	TOTAL BID PRICE			
--	-----------------	--	--	--

(Note: Price is in two currencies; Tala and USD or NZD or another currency)

Completion Time: _____ (weeks)

Bidder Name: _____

Authorized Person: _____

Signature: _____

Appendix E

Bid Security

(refer to Contract Form)

Appendix F

Performance Bond

(Refer to Contract Form)

Appendix G

Advance Payment Guarantee

(Refer to Contract Form)