



29th September, 2025

RFT No. 02/2025 – Request for Design, Supply, Installation, Testing and Commissioning of 2 x 2 MVA High-Speed Diesel Generators, for Nauru Utilities Corporation (Re-advertised)

1. The Nauru Utilities Corporation invites qualified and registered companies for the above subject request.
2. Competitive bidding will be conducted in accordance with the terms and conditions of this tender, the scope of works and contractual agreement and is open to selective eligible suppliers.
3. Bidders can upload their proposal bids to our e-Tender Portal at www.portal.tenderlink.com/nuc.
4. Interested parties must register their interest to this tender via our e-Tender portal. All documents are in the English language.
5. Interested suppliers are to note that a **Valid Business License** is necessary and must be provided with the bid submission.
6. Bidders are to pay close attention to details of the conditions of contract and scope of works and provide necessary details and documents as requested.
7. Bidders are to note that bids once submitted will not be returned to the bidder(s) and becomes the property of Nauru Utilities Corporation.
8. Late proposals **will not** be accepted. **It is the bidder's responsibility to ensure that bid documents are submitted before the specified closing date and time in the tenderlink.**
9. The lowest or any tender may not necessarily be accepted.
10. Failure to comply with the requirements of the bidding documents may invalidate your tender bid.
11. Entities seeking further clarification/information regarding the scope of works for this proposal may do so by sending an email to Mr. Apenisa Manuduitagi on email: apenisa.manuduitagi@nuc.com.nr

Tender Document

Introduction

This document outlines the Engineering, Procurement & Construction Contract for the Design, Supply, Installation, Testing, and Commissioning of Two (2) × 2 MVA High-Speed Diesel Generators. The new engines will be responsible for supporting the Solar and BESS system at the NUC new 6MW Solar Development site at Meneng.

Currently, the installed engine capacity at NUC is 17.645 MW. However, the available capacity is 9.63MW. Additionally, NUC has 3MW of Installed Solar Capacity with around 8-10% penetration every month. The peak demand is at 6.5MW and this is reached around the evening period every day, while the base demand is around 5-5.9MW.

Project Objectives

- Provide full EPC delivery of 2 × 2 MVA generators integrated with the existing NUC grid and solar installation.
- Ensure designs, construction, and operation comply with AS/NZ standards, and local regulations.
- Deliver a complete, tested, and commissioned system on a turnkey basis, ready for NUC operation.

Scope of Work

1. Engineering & Design

- Site surveys and geotechnical investigations.
- Civil/structural design for foundations, enclosures, exhaust stacks, and fuel systems.
- Mechanical system design (cooling, lubrication, fire suppression, etc.).
- Electrical design (cabling, protection & control, synchronisation, SCADA/PLC integration).
- Environmental, noise, and safety compliance designs.

2. Procurement & Supply

- Supply of 2 × 2 MVA high-speed diesel generators and all auxiliaries.
- Procurement and delivery of switchgear, transformers, fuel systems, exhaust systems, cables, and control systems.
- Factory testing (FAT) and certifications of major equipment.

3. Construction & Installation

- Site preparation and civil works.
- Installation of all mechanical, electrical, and auxiliary systems.
- Interface with existing power plant infrastructure and SCADA.
- HSE compliance throughout construction.

4. Testing & Commissioning

- Pre-commissioning and commissioning tests.
- Load tests, protection coordination, and synchronisation with grid and solar generation.
- Operator training and handover.
- Provision of O&M manuals.

Deliverables

- Turnkey EPC package, including design drawings, BoQ, and as-built documentation.
- Commissioned generators, fully integrated into NUC's grid.
- O&M training for NUC staff.
- Defects Liability Period (minimum 12 months).

Proposal Submission Requirements

Tenderers shall provide:

1. Company profile and EPC experience in diesel power generation.
2. Detailed methodology, work plan, and timeline.
3. Proposed team structure and CVs of key experts.
4. Equipment specifications and compliance with standards.
5. Preliminary project schedule (design → procurement → installation → commissioning).
6. Financial proposal, including itemised EPC costs and payment schedule.
7. Proposed warranty and after-sales support.

Instructions to Bidders

- Tender Submission Deadline: This tender will be closed on 29th of December, 2025 at 5pm (NRT)
- Submission Method: Bidders are required to upload their submissions to the electronic tender box on the tenderlink portal.
- Clarifications: Written requests no later than 24th December 2025.

Evaluation Approach

Selection will be based on the bidders' ability to comply with the tender requirements and evaluation criteria specified below:

Evaluation Criteria:

Criteria	Description	Baseline Score
Technical strength of proposal (design, methodology, standards compliance)	Bidders must clearly demonstrate the design, the methodology, the standards and compliance in their bid.	30
EPC experience in similar projects	Provide the list of past projects undertaken similarly to this tender and the value of the project.	20
Statement of Compliance	Bidder must agree to the terms and conditions, the contractual agreement and scope of works outlined in the tender document by signing the SOC below.	10
Warranty, after-sales, and local training commitments	Bidder must clearly state in their bid the warranty period, after sales, and local training commitment to this project	20
Financial competitiveness	Provide cost breakdown, competitive pricing, value for money and demonstrate their economic viability	20

Ethics

- The Nauru Utilities Corporation requires that procurement is conducted in an ethical manner that will enable purchasers and potential suppliers to deal with each other with mutual trust and respect. There must be no conflict of interest arising out of this tender process.
- Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the RFT.
- A Respondent who attempts to do anything prohibited by terms and condition of this proposal may be disqualified from participating further in the RFT process.

Statement of Compliance

Bidders are required to complete and sign the following Statement of Compliance:

*We, the undersigned, hereby confirm that our proposal complies with all terms & conditions including the contract and specifications outlined in the tender document RFT 02/2025 – Design, Supply, Installation, Testing and Commissioning of (2) x 2 high-speed diesel generators. We acknowledge and agree to the terms and conditions stated therein. **NB:** Any non-compliance or partial compliance to the tender terms and condition must state the reasons.*

Authorized Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

Payment Terms

Payment will be made according to the payment schedule defined in the contract agreement and supplier must comply with the payment term stipulated in the contract.

Negotiations

Negotiations may be allowed under this tender and may be carried out during the tender evaluation process. Bidders must ensure that their negotiation representatives are authorized to make decisions on behalf of their organization. Failure to engage in good faith negotiations or to comply with the agreed terms may result in disqualification.

Delivery Timeline

The bidder(s) must state the delivery timeline and provide a work plan for the constructions and installation of the Generators.

Disclaimer

NUC reserves the right to accept or reject any tender, or annul the process without obligation to award.

**DRAFT CONTRACT AGREEMENT FOR THE DESIGN, SUPPLY, INSTALLATION,
TESTING AND COMMISSIONING OF TWO (2) × 2 MVA HIGH-SPEED DIESEL
GENERATORS**

THIS AGREEMENT ('Agreement') is made this _____ day of _____ 2025.

BETWEEN: - **THE NAURU UTILITIES CORPORATION** duly incorporated company having its office located at Aiwo District (which, together with its successors and permitted assignees is hereinafter called the "**CLIENT**") of the one part;

AND: - **CONTRACTOR** a duly incorporated company having its office located at _____ (which together with its successors and permitted assignees is hereinafter called "**SERVICE PROVIDER**") of the other part

*(May individually be referred to as '**Party**' and collectively as '**Parties**')*

WHEREAS:

IT IS AGREED that the Client engages the Service Provider according to the terms set out in this agreement.

In consideration of which, the Client agrees to pay the Service Provider the Amount Payable, in the manner set out in Schedule A-Item 3.

The following documents shall form part of this Agreement:

- | | | |
|-------------------|---|-----------------------------|
| Schedule A | - | Details of Agreement |
| Schedule B | - | Terms of Agreement |
| Schedule C | - | Scope of Works |
| Schedule D | - | Payment Schedule |

In interpreting the Agreement, if any term or provision of the above documents is inconsistent with a term or provision of another document, the term or provision of the document listed first in the list above shall have priority to the extent of any inconsistency.

SCHEDULE A

DETAILS

Item 1	Term of the agreement (a) Commencement Date: (b) Duration of Engagement: (c) Termination Date:
Item 2	Works In this agreement, works refer to the scope of works: ➤ Design and Engineering ➤ Procurement and Supply ➤ Construction and Installation ➤ Testing and Commissioning
Item 3	Payment of fee The Client (Nauru Utilities Corporation) agrees to pay the Service Provider the fees as per the payment terms in Schedule D.
Item 4	Bank Details of the Service Provider Name of Account: Account Number: Name of Bank: BSB Number:

Signing page

EXECUTED AS AN AGREEMENT by the parties in witness thereof the day and year first before written.

Executed for and on behalf of the **Nauru Utilities Corporation** by the Chief Executive Officer in the presence of:

Signature of Witness

Chief Executive Officer for Nauru Utilities Corporation

Name of Witness

Occupation of Witness

Address of Witness

Executed for and on behalf of the Service Provider:

Signature of Director

Signature of Director / Secretary

Name of Director (print)

Name of Director / Secretary (print)

SCHEDULE B

TERMS OF AGREEMENT

1 DEFINITIONS & INTERPRETATION

1.1 Definitions

In this document the following words and expressions have the meanings set out below, unless the context otherwise requires:

Agreement means this agreement between the parties and includes any attached appendices, schedules and any variations and amendments.

Authorised Officer refers to the officer appointed by the Client to oversee the provision of the Services, or such other officer who may be deputised to oversee the provision of the Services.

Confidential Information means information that:

- a) is by its nature confidential;
- b) is designated by the Nauru Utilities Corporation as confidential; or
- c) a party knows or ought to know is confidential,

but does not include information that:

- d) is or becomes public knowledge other than by breach of this Agreement; or
- e) has been independently developed or acquired by the Service Provider.

Expiration Date means the end of the Initial Term.

Fee means the price payable to the Service Provider by the Client for the Services in accordance with the Schedule A-Item 3.

Initial Term means the initial term specified in clause 2.1.

Services means the services required to be performed by the Service Provider to Client.

Term means the period from the Commencement Date until the expiration or earlier termination of this Agreement.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect interpretation;
- (b) a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Agreement, and a reference to this Agreement includes any schedule;

- (c) a reference to a document or instrument includes the document or instrument as assigned, novated, altered, supplemented or replaced from time to time;
- (d) a reference to \$ or dollars is to Australian currency;
- (e) a reference to time is to Nauru time;
- (f) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (h) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (i) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (j) a reference to 'sole discretion' means not having to consider the interest of other parties when giving a consent, approval or making a determination;

2 TERM

2.1 Initial Term

The Initial Term of this Agreement is for _____ starting on the Commencement Date of Endorsement of this Agreement.

2.2 Extension of Initial Term

The Client may, in its sole discretion, extend the Term for a longer period from the Expiration Date by giving written notice to the Service Provider at any time before the end of the Initial Term.

3 SERVICE PROVIDER'S OBLIGATIONS

3.1 Warranty

The Service Provider warrants that:

- (a) it has the necessary expertise, experience, capacity and facilities required to perform its obligations in accordance with this Agreement;
- (b) the Service Provider has all licences necessary to perform the Services;
- (c) the Services will be rendered with due care and skill and that any materials supplied in connection with the Services will be reasonably fit for the purposes for which they are supplied;
- (d) it will perform the Services whenever required in accordance with the instructions provided at the time the Services are requested.

3.2 Standard

The Service Provider must perform the Services with due care and skill in accordance with:

- (a) relevant best industry practice;
- (b) all legislation, regulations, subsidiary legislation, ordinances and codes affecting the Services; and
- (c) such other terms and conditions as are agreed at the time that the Services are requested.

3.3 Responsibilities of the Service Provider

The Service Provider must:

- (a) liaise with, and comply with any requests made by the Client;
- (b) comply with its obligations, if any, under the laws of Nauru and must not enter into a subcontract under this Agreement with a subcontractor without the prior written consent of the Client.

4 PAYMENT

- i. The contracted price shall be paid according to **Item 3 Schedule D** of this agreement
- ii. NUC upon rejecting the employer shall not make additional payments from the contracted price but will be in subject to clause 12 of this agreement
- iii. In order to secure NUC's payment obligations under this contract, NUC shall, as per the contract settle payment in accordance to Schedule D upon receiving the invoice
- iv. Currency should be in AUD

5 CONFIDENTIAL INFORMATION

- (a) The Service Provider may only use the confidential information of the Client for the purposes of this Agreement, and must keep the existence and terms of this Agreement and any confidential information of the Client's confidential expect where:
 - (i) the information is public knowledge (other than because of a breach of this Agreement by the Service Provider);
 - (ii) disclosure is required by law or a regulatory body; or
 - (iii) disclosure is made to an advisor of the Service Provider or a person who must know for the purposes of this Agreement on the basis that the advisor or person keeps the information confidential.
- (b) The Service Provider shall not publish or disseminate information derived from the provision of Services without prior notification of and written approval of the Client.
- (c) The Term of Engagement is confidential and shall only be shared with the consent of both the Client and the Service Provider.
- (d) This clause survives termination of this Agreement.

6 CONFLICT OF INTEREST

The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing of this Agreement no conflict of interest exists or is likely to arise in the performance of this Agreement.

7 DISPUTE RESOLUTION

- (a) Any dispute between the parties or any breach arising out of or in connection with this Agreement shall in principle be settled amicably by mutual consultation between the parties.
- (b) In the event of a dispute arising under this Agreement, the parties agree that, where practicable, they will continue to perform their obligations under this Agreement.

8 TERMINATION

The Client may, at any time, by written notice, terminate this Agreement, or reduce the scope of the works. The Client may give 2 months' notice of termination if there is misconduct of the Service Provider.

- (a) Upon receipt of a notice of termination or reduction the Service Provider must:
 - (i) stop work as specified in the notice;
 - (ii) take all available steps to minimise loss resulting from that termination; and
 - (iii) continue work on any part of the Services not affected by the notice.

9 ANTI-BRIBERY AND CORRUPTION

- (a) The Service Provider must comply at all times with all applicable laws including but not limited to applicable anti-corruption laws, in which the Service Provider conducts business with the Client.
- (b) The Service Provider agrees that it has not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly, promise, authorise, ratify or offer to make any payments or provide anything of value to the Client or anyone for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist itself or the Client in obtaining or retaining business to any individual (or at the request of any individual) including an official employee of the Client.
- (c) The Service Provider acknowledges that the Client may be entitled to terminate this Agreement on notice to the Service Provider should the Service Provider fail to comply with its obligations with respect to anti-bribery and corruption set out above.

10. Governing law

This Agreement shall be governed by and construed in accordance with the laws in force in Republic of Nauru and the parties hereby submit to the jurisdiction of the courts of the Republic of Nauru including courts competent to hear appeals when necessary

SCHEDULE C

Scope of Works

Item 2	Works In this agreement, works refer to the scope of works: ➤ Engineering & Design ➤ Procurement and Supply ➤ Construction and Installation ➤ Testing and Commissioning
---------------	---

Scope of Work

1. Engineering & Design

- Site surveys and geotechnical investigations.
- Civil/structural design for foundations, enclosures, exhaust stacks, and fuel systems.
- Mechanical system design (cooling, lubrication, fire suppression, etc.).
- Electrical design (cabling, protection & control, synchronisation, SCADA/PLC integration).
- Environmental, noise, and safety compliance designs.

2. Procurement & Supply

- Supply of 2 × 2 MVA high-speed diesel generators and all auxiliaries.
- Procurement and delivery of switchgear, transformers, fuel systems, exhaust systems, cables, and control systems.
- Factory testing (FAT) and certifications of major equipment.

3. Construction & Installation

- Site preparation and civil works.
- Installation of all mechanical, electrical, and auxiliary systems.
- Interface with existing power plant infrastructure and SCADA.
- HSE compliance throughout construction.

4. Testing & Commissioning

- Pre-commissioning and commissioning tests.
- Load tests, protection coordination, and synchronisation with grid and solar generation.
- Operator training and handover.
- Provision of O&M manuals.

SCHEDULE D

Payment Schedule

Schedule	Deposit	Scope
1st Instalment	50%	Upon signing of agreement, placing of order and receiving of Invoice
2 nd Instalment	30%	Upon sending of goods to port of departure with BOL and other necessary documents
3 rd Instalment	10%	Mobilization of personnel with equipment and accommodation, etc.
4 th Instalment	10%	Retention fee after 30 days commissioning and submission of blue prints and operational and maintenance manual.

