



# Yap State Public Service Corporation

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## INVITATION TO BID (ITB)

### FOR THE SUPPLY OF GOODS

<b>Project Title:</b>	Ifalik and Lamotrek Solar PV Minigrids
<b>Nature of the goods</b>	Supply and delivery of solar PV Minigrid systems for a total capacity of 79kWp with battery energy storage systems to Yap, Federated States of Micronesia
<b>Location:</b>	Yap, FSM
<b>Date of issue:</b>	February 3, 2025
<b>Closing Date:</b>	April 30, 2025
<b>Bid Reference Number:</b>	YSPSC-ITB-02-2025

## Part 1: INTRODUCTION

### 1.1 YSPSC's Invitation to Bid (ITB)

This ITB sets out YSPSC's requirements and bidders to respond in writing in a prescribed format with pricing and other required information. This ITB contains detailed instructions and templates to enable bidders to submit compliant bids. It sets out the overall timetable; it confirms the evaluation criteria that YSPSC will use to evaluate quotations; it explains the administrative arrangements for the receipt of the bids; and it sets out how bidders can request further information.

Your participation and submission of bid confirm your acceptance of YSPSC's conditions of participation in the ITB process and of all conditions of the ITB.

## Part 2: INSTRUCTIONS TO BIDDERS

### Background

YSPSC invites you to submit a bid to deliver the goods (hereinafter "the Goods") as specified in the **Technical Specifications and Bill of Quantity** contained in **Annex 1**. Annex 1 is attached hereto and incorporated a part hereof by reference.

YSPSC has advertised this ITB on its website at <https://yspsc.org> and may send it directly to potential vendors. The same specifications, submission and other solicitation requirements will be provided to all vendors.

YSPSC has compiled these instructions to guide prospective bidders and to ensure that all bidders are given equal and fair consideration.

### 2.2 Submission instructions

a. Your submission must be clear, concise and complete and should only include information that is necessary to respond effectively to this ITB. Your proposal must include the following documents:

- (1) Technical and financial offer in required submission form (Annex 2);
- (2) Statement of warranties to be supplied for the Goods which, at a minimum, meet the warranties requirements specified in this ITB.

b. You must comply with the following requirements and conditions in the submission of your bid:

- (1) Give notice of your intent to bid to YSPSC's Purchasing Officer, Belinda R. Gilmatam, at email address [belindarenmog@gmail.com](mailto:belindarenmog@gmail.com) by no later than **February 24, 2025**.
- (2) Submit your bid in a sealed envelope that bears the name and address of the bidder and must be clearly labeled "YSPSC-ITB-02-2025, BID FOR Solar PV Minigrid" and mailed or hand-delivered to the following address:

Yap State Public Service Corporation  
Attn: Belinda R Gilmatam  
PO Box 667, Power Plant Road #1  
Colonia, Yap State, FM 96943

- (3) Bids must comply with the Technical Specifications and Bill of Quantity contained in Annex 1.
- (4) Bids must include CIF freight cost for delivery to Colonia, Yap, Federated States of

Micronesia.

- (5) All bids must be received no later than YSPSC's close of business on **April 30, 2025**, the Bid Closing Date.
- (6) All bid offers must have a validity period of no less than 120 days following the Bid Closing Date.
- (7) Bids will be opened and evaluated at YSPSC's main office in Colonia, Yap, Federated States of Micronesia at **10:00 AM on May 1, 2025**. Interested bidders may attend the bid opening in person with advance notice to YSPSC.
- (8) All bids must offer product warranties which, at a minimum, meets the requirements of warranties specified in Part 3(E) hereof.

### 2.3 Clarifications and Modifications

All questions and queries for clarifications must be submitted during the period of **February 3, 2025 to February 24, 2025**, via email to Belinda R Gilmatam at belindarenmog@gmail.com, copying Vincent Bouet at vmcrbouet@gmail.com, and Victor Nabeyan at vnabeyan@yspsc.org.

All questions and queries posed, and responsive clarifications issued, will be shared with all prospective bidders who have given notice of intent to bid in accordance with Part 2.2 hereof. Any clarifications, corrections or modifications will be published on the YSPSC website prior to deadline. In the event a bidder has submitted a bid before the clarification, correction or modification, the bidder will be informed and may modify his bid. The modified bid will still need to be received before the bid submission deadline.

### 2.4 Evaluation

#### Validity

Each bid will be assessed for compliance with the submission requirements and conditions. At this stage, basic due diligence will also be undertaken.

To assist in the examination, evaluation and comparison of bids, YSPSC may ask the bidder for clarification of its proposal or additional information. The request for clarification will be in writing.

#### Technical

All valid bids will be assessed against the technical specifications and bill of quantity contained in Annex 1.

#### Legal

All bids will be assessed for compliance on all legal requirements specified in this ITB.

#### Financial

Any bids that pass the minimum technical evaluation requirements will pass onto financial evaluation. During the financial evaluation, if there is a discrepancy between the unit price and the total price, the lower price shall prevail. If there is a discrepancy between words and figures, the

amount in words will prevail.

The total cost of the proposal is to be inclusive of any taxes, except for taxes levied by any government in the Federated States of Micronesia. Commercial offers are not subject to revisions, unless necessary due to a variation required by YSPSC.

## 2.5 Contract award

YSPSC may award the contract once it has determined that a bidder has met the prescribed requirements and the bidder's proposal has been determined to be the most responsive to the ITB, and provides the best value for money and best serve the interests of YSPSC.

The contract will be awarded using YSPSC's contract form, a copy of which is incorporated and made a part of this ITB as "Annex 3" by reference.

## Key dates

Please see the proposed procurement timetable in the table below. This timetable is intended as a guide only and while YSPSC does not intend to depart from the timetable, it reserves the right to do so at any stage.

STAGE	DATE
<b>ITB Issuance</b>	February 3, 2025
<b>Deadline for Notice of Intent to Bid</b>	February 24, 2025
<b>Clarification Period</b>	February 3 – February 24, 2025
<b>ITB Closing Date/Bid Submission Deadline</b>	April 30, 2025
<b>Bid Opening Date</b>	May 1, 2025
<b>Award of Contract</b>	TBD

## 2.7 Legal Requirements

### A. Conflict of interest

Bidders must take all necessary measures to prevent any situation of conflict of interest. You must notify YSPSC in writing as soon as possible of any situation that could constitute a conflict of interest during the ITB process. If you have any familial connection with YSPSC staff, this must be declared, and approval will then be sought for you to engage in the ITB process. Breach of this requirement can result in the exclusion of the bidder from the ITB process or in termination of contract with the successful bidder.

### B. Cost of preparation of quotations

Under no circumstances will YSPSC be liable for any proposal submission costs, expenditure, work or effort that you may incur in relation to your provision of a bid (where the procurement process is terminated or amended by YSPSC).

### **C. Currency, validity, duties, taxes**

All bids must be in USD and must be net of any direct or indirect taxes and duties, except taxes and duties imposed in the Federated States of Micronesia, and shall remain valid for at least 120 days from the closing date. The successful bidder is bound by their bid for a further 60 days following notification bid award so that the contract may be awarded. No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during this period.

### **D. Eligibility**

Bidders are required to disclose to YSPSC if they are subject to any sanction or temporary suspension imposed by any international organization, the Government of the United States, the Government of the Federated States of Micronesia, or if they are subject to any bankruptcy proceedings. You may not be bankrupt or suspended, debarred, or otherwise identified as ineligible by any international organization or said governments. Failure to disclose such information may result in debarment and termination of any contract issued to the bidder by YSPSC.

### **E. Fraud and corruption**

YSPSC has zero tolerance for fraud and corruption. All contractors have an obligation to report potential fraud and corruption. Breach of this requirement can result in the exclusion of the bidder from the ITB process or in YSPSC terminating any contract with a successful bidder. Allegations of potential misconduct by a YSPSC staff member or contractor involving fraud or corruption can be sent to [vnabeyan@yspsc.org](mailto:vnabeyan@yspsc.org).

### **F. Good faith**

The information in this ITB is provided by YSPSC in good faith. No representation, warranty, assurance or undertaking (express or implied) is or will be made, and no responsibility or liability will be accepted by YSPSC in relation to the adequacy, accuracy, completeness or reasonableness of this ITB or any information provided by YSPSC in relation to this ITB.

### **G. No offer of contract or invitation to contract**

This ITB is not an offer to contract or an invitation by YSPSC to enter into a contract with you.

### **H. Right to amend, seek clarity, withdraw, not award**

YSPSC reserves the right to: (1) amend, add to or withdraw all or any part of this ITB at any time, or to re-invite bids on the same or any alternative basis; (2) seek clarification or documents in respect of any bidder's submission; (3) choose not to award a contract as a result of this ITB; (4) make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason. Note that while YSPSC will not change the evaluation criteria set out in the ITB without the ITB process being re-issued, YSPSC does reserve the right at the time of award of contract to vary the quantity of services and goods specified in this ITB, and to accept or reject any bid at any time prior to award of the contract without incurring any liability to the affected bidder/s or any obligation to inform the affected bidder/s of the grounds for YSPSC's action.

### **I. Right to disqualify and waive**

YSPSC reserves the right to disqualify: (1) any bidder that does not submit a bid in accordance with the instructions in this ITB; (2) any bidder that misrepresents information to YSPSC; (3) or any bidder that directly or indirectly canvasses any YSPSC employee concerning the award of a contract. YSPSC reserves the right to exclude from consideration any bid not received by the deadline, to mark down or exclude any bid received with incomplete information, with

ambiguity, or in incorrect form, provided however, that YSPSC may, in its sound judgment, waive any defect or irregularity in any bid.

#### **J. General Terms and Conditions of Contract**

By participating in this ITB, the successful bidder agrees to be bound by the YSPSC General Terms and Conditions of Contract, and further agrees that such terms and condition, a copy of which is included as part of the documents of this ITB, will be, by reference as Appendix 1, incorporated and made a part of the contract to be awarded.

### **Part 3: Technical Specifications, Bill of Quantity, and Other Requirements**

#### **A. Technical Specifications**

The technical specifications of the Goods are specified in Annex 1. Annex 1 is incorporated and made a part hereof by reference. Substantively equivalent products may be considered.

#### **B. Bill of Quantity**

The bill of quantity is specified in Annex 1. Annex 1 is incorporated and made a part hereof by reference.

#### **C. Delivery specification**

The bidder is required to deliver the Goods to the main wharf in Yap, FSM, via the latest CIF Incoterms. Upon arrival in Yap Proper, the Goods will be transported to a location suitable for inspection and preliminary acceptance.

1. The estimated delivery date shall be stated clearly in the offer.
2. The delivery should be within the period specified and agreed by contract. After 30 days of delay without prior notification or explanation from the supplier as to justifiable reasons for delay, YSPSC will have the right to cancel the contract.
3. The delivery period may be negotiated with the successful bidder.
4. The bidder is to ensure that all components are packaged and successfully transported to the main wharf in Yap, Yap State, FSM. All proposal costs as part of the submission should be inclusive of any or all applicable taxes and customs duties enroute, except for taxes and customs duties levied in the Federated States of Micronesia. Before signing of contract, the shipping schedules, including ETD from country of supply and ETA at final destination should be submitted to YSPSC for approval.
5. The Goods shall be transported in a proper manner to prevent any transportation-related damage, and delivered without shipping damage and in the condition as per reasonable expectation. It is the responsibility of the bidder to ensure that the Goods are insured until such time the delivery is cleared and accepted by YSPSC. The bidder is to indicate all the risks that are associated with the supply logistics, and how to mitigate the risks.
6. The bidder will be responsible for settling any transportation-related damage claims and will be responsible for the timely replacement of any part of the Goods damaged during shipping. The bidder must also provide basic marine insurance coverage for

the Goods.

7. Following award notification, and during negotiation leading to the signing of contract, the bidder will further be expected to finalize the following items:
  - 7.1. Secure the final design and supply specifications of the Solar PV system to be approved by YSPSC; and
  - 7.2. Finalize the shipping schedules, including ETD from country of supply and ETA at final destination should be submitted to YSPSC for approval.

#### **D. Institutional arrangement**

The bidder must keep YSPSC informed on each stage of the delivery process and schedule. Once the Goods leave the country of supply, the bidder shall immediately submit the export invoice, Bill of Lading and marine insurance cover.

#### **E. Warranties, Datasheets, and Performance Security**

1. By participating in in this ITB, the bidder warrants that all the Goods to be offered are new, unused, and shall be supplied with the following:
  - a. **Warranty for Solar PV Modules**  
Solar PV modules shall be provided with a minimum manufacturer's warranty of 10 years from date of purchase.
  - b. **Performance Guarantee**  
Solar PV modules shall be provided with a minimum performance guarantee of 90% of rated power after 10 years and 80% of rated power after 25 years.
  - c. **Warranty for Inverters**  
Inverters shall be provided with a minimum manufacturer's warranty of 2 years from date of purchase.
  - d. **Warranty for Inverter Control and Monitoring Systems**  
Inverter control and monitoring systems shall be provided with a minimum manufacturer's warranty of 2 years from date of purchase.
  - e. **Warranty for Solar Array Mounting Systems**  
Solar array mounting systems shall be provided with a minimum manufacturer's warranty of 10 years from date of purchase.

#### **2. Systems Characteristics and Datasheets**

- (1) The bidder shall provide a complete set of manufacturer documents that describe product brand, technical product details, and product lifetime, and any other datasheets or information that YSPSC may further request relating to the technical specifications of the goods, their warranties, and/or their origin of manufacture.

#### **3. Performance Security Bond**

Based on the total value of the contract, a performance security bond may be required until

system commissioning and final acceptance. The performance security bond will be in the form of:

- a. a bank guarantee or irrevocable letter of credit equal to the value of the contract, issued by a reputable bank; or
- b. 10% of the total contract payment held as retention money until final acceptance.

The form of the performance security bond is to be negotiated at the contract award stage.

#### F. Risks and Mitigation

Bidder shall identify potential risks for the supply of the Goods, likelihood of these risks and effective measures to mitigate these risks, and shall prepare a risk matrix identifying the risks related to the supply chain for this procurement and provide mitigating measures.

#### G. Compliance

The bidder must fully complete all the required submission forms, and make an offer that meets all requirements, technical, legal or otherwise, stated in this ITB. By submitting a bid and signing a contract, the successful bidder accepts responsibility for the supply and delivery of the Goods and will ensure that the Goods fully comply with the technical specifications and bill of quantity contained in Annex 1.

#### H. Indicative Schedule of Payments (subject to contract negotiation)

Milestone/Outputs	Deadline	% Payment
(a). Upon acceptance by YSPSC of the final design and supply specifications of the Solar PV system with signing of contract.	TBC	20%
(b). Upon submission of supply plan from sourcing, packing, and freighting	2-4 weeks after signing of contract	20%
(c). Upon submission of shipping bill of lading, export invoice and other required documents to YSPSC.	16 weeks after signing of contract	25%
(d). Upon confirmation by YSPSC that the specified solar powered PV system and accessories have been received at main port in Yap Proper, FSM.	26 weeks after signing contract	25%
(e). If 10% of payment retained as performance security, payment will be released upon commissioning and final acceptance. If letter of credit is issued for performance security instead of the 10% retention, Payment Milestone (d) above will be 35%.	TBC	10%