



## REQUEST FOR QUOTATION: GOODS & RELATED SERVICES

### SUPPLY OF RMM SOFTWARE LICENSING TO SAMOA WATER AUTHORITY

**RFQ No: SWA- NOE2.2/2026**

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## PART 1: Instructions to Bidders

### 1. Scope

- (a) The Purchaser is the Government of the Independent State of Samoa, represented by the Samoa Water Authority acting by and through the Managing Director;
- (b) This Request for Quotation applies to the purchase of Goods & Related Services of a minor, simple nature.

### 2. Bidder Eligibility

- (a) The Bidder must be a bona fide business unit known by the Purchaser to be suitably qualified, experienced and financially resourced, and must:
  - (i) provide a certified copy of its current Business License
  - (ii) provide a certified copy of its VAGST Certificate from the Ministry of Customs & Revenue, Samoa (this applies to bidders in Samoa)
  - (iii) provide a Letter of Authority (**Annex 1**) or a notarized Power of Attorney authorizing the signatory of the Quotation to represent the Bidder, sign the Quotation and accept a Purchase Order
  - (iv) Must be free of any conflict of interest (**Annex 2**)
- (b) Notwithstanding that requirements (i), (ii) & (iii) may be waived if previously submitted documents are valid for the specified delivery period
- (c) The Principal reserves all rights to reject any or all quotations submitted and ask all potential bidders to re-submit quotations.

### 3. Bidder Qualification- A bidder or contracting firm must provide:

- (a) Description of goods or services related to those items, of similar nature & value with the goods or services the subject matter of this RFQ, that the Bidder satisfactorily completed within the last two years – these goods or services must have an annual average value of SAT\$5,000.00 or more.

- (b) Details of all contracts for the supply of goods or services related to those goods currently in progress.
- (c) A bank statement in the name of the bidder for the immediate past three months.
- (d) References & contract details of past and present clients who can attest to good character and reliability.
- (e) Detailed delivery program/schedule that details how the Bidder will provide the service within the timeframe of the services presently the subject matter of this RFQ.

### 4. Responding to the Request for Quotation

- (a) In responding:
  - (i) The Bidder shall verify and take care to comprehend the description and specification of all items.
  - (ii) The Bidder shall enter unit prices and total price on the Request for Quotation form.
  - (iii) The Bidder shall verify its agreement with stated provisions for quotation validity, delivery period, warranty period, manufacturer's authorization & performance security. All variations from stated conditions shall be explained in a covering letter.
  - (iv) The Bidder is responsible for providing a complete and correct quotation. An incomplete quotation may be grounds to reject any quotation submitted. (**Annex 3**)

### 5. Quotation Price:

- (a) All prices shall be quoted in Samoan Tala or other foreign currency approved by the Principal.
- (b) Prices shall be fixed for the duration of the specified period for delivery
- (c) Unless otherwise stated, the quotation shall be for the full quantity stated on the Request for Quotation
- (d) Quoted prices for goods supplied from within Samoa shall be quoted ex-works (EXW) plus local delivery charges to named place of delivery

(e) Quoted prices for goods/services supplied from abroad shall include all insurances, duties and CIF.

## **6.Bid Security**

(a) The Bid shall be valid for the period identified in the Request for Quotation.

(b) A Bidder who, without good cause, withdraws during the period of quotation validity, or does not accept corrections of errors, or fails to accept the Purchase Order if offered or fails to produce the Performance Security (if required) will be excluded from participating in Request for Quotation process for one year.

## **7.Quotation Submission**

(a) Bidders shall submit only one quotation.

(b) Quotations shall be submitted, no later than the specified time & date and in pursuant to section C.5.1 (a) or (b) of the Procurement Operating Manual 2020

(c) Bidders **may** submit their quotation electronically, via the Government of Samoa e-Tendering Portal ([https://portal.tenderlink.com/mof\\_sa\\_moa/](https://portal.tenderlink.com/mof_sa_moa/)), details of which are provided in Annex 4. Bidders who submitted electronically do not need to submit hardcopies.

(d) Late quotation will not be considered and shall be returned to the Bidder unopened.

## **8.Quotation Opening**

(a) The opening of quotations will be undertaken by the authorized officers of the Ministry of Finance at the Ministry of Finance Office, Level 4 Central Bank of Samoa Building.

(b) The opening of the quotation shall be opened to Bidders, who/m submitted their Bids.

(c) The results of the quotation evaluation shall be available on request, denoting only the successful Bidder.

## **9.Quotation Evaluation & Contract Award**

(a) Quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified technical schedules, commercial conditions and this ITB.

(b) The bidder found to be substantially responsive after the evaluation shall be awarded the contract. That Bidder then becomes the Successful Bidder.

(c) After arithmetical checking and correction, the quotation of the Bidder(s) found to be substantially responsive shall be evaluated for lowest price, which shall be the basis of award

(d) Award notification shall be effected by the Principal issuing the Letter of Award (see Part 2) to the most substantially responsive bidder.

(e) Once the letter of Award is signed by both parties the:

- Request for Quotation at Part 3; and
- The General and Special Conditions at Part 4; and
- Specification of Items or Description of Goods & Related Services at Part 5;

Shall be the terms and conditions which will govern the implementation of the Service. The Principal shall be termed the 'Purchaser' and the most substantially responsive bidder shall be termed the 'Supplier'.

(f) Notwithstanding the above, the Principal reserves the right to accept or reject any quotations, or to cancel the quotation process at any time prior to the award.

(g) The unsuccessful Bidder may, within 10 days of the announcement of the award, request reasons why it/they were not successful, but cannot request reasons why other Bidders were not successful.

## **10. Performance Security**

(a) If a Performance Security is required, the Principal shall issue a Letter of Acceptance which shall serve as notification of award.

(b) The Bidder shall provide a Performance Security within 7 days of the letter of

award, in the amount specified in the Request for Quotations.

#### **11. Insurance**

- (a) The basis of the agreement between the Purchaser and the Bidder will be delivery and acceptance at the named place for delivery. The Bidder will bear all risks for transportation between point of dispatch and point of delivery
- (b) Accordingly the Bidder shall arrange appropriate insurance cover

#### **12. Packaging & Delivery**

- (a) The Bidder shall ensure that all goods are appropriately packaged to avoid physical damage, breakage or corrosion
- (b) Delivery shall be made to the specified place of delivery within the specified delivery period

**13. Payment:** The Purchaser shall make payment to the Bidder within 30 days of delivery of goods and completion of related services

#### **14. Inspection of Goods/Products**

The Principal may request to view the goods of Goods/Products during the

evaluation of the Bidders bid to deliver goods or goods related services.

#### **15. Warranty**

The Bidder must provide a warranty for all goods/item to be provided, for the period set out in RfQ (see Part 3).

#### **16. Corrupt & Fraudulent Practices**

The Principal requires that Bidders observe the highest standards of ethics during the procurement and execution of Government of Samoa contracts, to the extent that corrupt, fraudulent, collusive and coercive practices and conflict of interest occurring in quotation, delivery & completion processes may result in disqualification, termination of purchase order and penal sanctions.

#### **Eligibility/ Qualifications Compliance**

| No. | Complies?<br>tick | No. | Complies? tick |
|-----|-------------------|-----|----------------|
| 2a  |                   | 3a  |                |
| 2b  |                   | 3b  |                |
| 2c  |                   | 3c  |                |
|     |                   | 3d  |                |
|     |                   | 3e  |                |

## **PART 2: SAMPLE LETTER OF AWARD (Authority Use)**

insert Principal's letterhead

insert date

insert the address of the Supplier

### **LETTER OF AWARD: SUPPLY \ PROVISION OF RMM SOFTWARE LICENSING TO SAMOA WATER AUTHORITY -**

**REF. #: RFQ, SWA-NOE02.2/2026**

1. The Government of Samoa (the 'Purchaser') issued the above request for quotation on \_\_\_\_\_ 2026 for the above Goods and/or related services. The deadline for the request for quotation closed on \_\_\_\_\_ February 2026. Your company (the 'Supplier'), as insert description of the Supplier submitted a quotation on insert date. The evaluation of the said quotation took place on inserts date.
2. We wish to inform that your quotation has been successful. The Principal is desirous for you, the Supplier, to perform deliver the goods and/or the goods related services in accordance with the:
  - (a) The Request for Quotation, RfQ SWA-NOE02/2026. (the 'RfQ') inclusive of Instructions to Bidders;
  - (b) General Conditions of Contract attached to the RfQ;
  - (c) Special Conditions of Contract attached to the RfQ;
  - (d) Specification of items or goods related services at Part 5.
3. The Principal, acting by and through the Chief Executive Officer of the insert procuring entity now signs this letter to confirm that it accepts the RfQ by the Supplier. Please sign and date the space indicated as confirmation of your acceptance to carry out the work in accordance with documents canvassed in paragraph 2 of this letter.

**SIGNED AND EXECUTED** by the )

**MANAGING DIRECTOR,**

**FUIMAONO DOMINIC SCHWALGER**, for and on  
behalf of **SAMOA WATER AUTHORITY** ) .....  
.....

In the presence of: )

.....  
(Witness)

.....  
(Name & Designation)

AFFIXED HERETO is the COMMON  
SEAL of insert name of Supplier )

.....  
(Director)

In the presence of:

.....  
(Director/Secretary)

## PART 3: REQUEST FOR QUOTATION



### GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

**Purchaser Name:** Samoa Water Authority  
**Address:** Level 2 Tui Atua Tupua Tamasese Efi (TATTE) Building  
**Contact Details:** telephone (685) 20409 Email address: [tenders@swa.gov.ws](mailto:tenders@swa.gov.ws)

### REQUEST FOR QUOTATION: Minor Goods/ Related Services

|           |   |  |  |         |                       |
|-----------|---|--|--|---------|-----------------------|
| RFQ NAME. | Supply / Provision of RMM Software Licensing to Samoa Water Authority |  |  | RFQ No. | SWA- RFQ NOE02.2/2026 |
| TO        | SUPPLIER NAME   | enter registered trading name  |  |         |                       |
|           | CONTACT PERSON  | enter name of sales representative/ manager; mobile phone & landline no. |  |         |                       |
|           | OFFICE ADDRESS  | enter street/ road name and township name                                |  |         |                       |

Please provide your quotation for the following GOODS & RELATED SERVICES by **Monday 16<sup>th</sup> February 2026 at 11:00 pm (Samoa local time)**. Ministry of Finance, Level 4 Central Bank Samoa Building for hardcopy submission and the Government of Samoa e-Tendering Portal ([https://portal.tenderlink.com/mof\\_samoa/](https://portal.tenderlink.com/mof_samoa/)) for electronic submission.

|  |             |   |     |   |               |                             |
|--|-------------|---|-----|---|---------------|-----------------------------|
| Quotation Validity   |             | 90 days from (and including) the Due Date |     | RFQ APPROVAL  | MD APPROVAL   |                             |
| Required Delivery Period   |             | 15 working days                           |     | Initial   | initial/ date |                             |
| Required Delivery Date   |             | TBC                                       |     |   |               |                             |
| Delivery to  |             | SWA CIT Division, Apia SAMOA              |     |   |               |                             |
| Delivery Terms   |             | EXW                                       | N/A | CIP   | N/A           | enter approving office name |
| Required Warranty Period   |             | Not Applicable                            |     | enter approving officer title                                 |               |                             |
| Manufacturers Authorization  |             | Not Required                              |     | Date:   |               |                             |
| Performance Security   |             | Not Required                              |     | -   |               |                             |
| No.  | Description |   | Qty | Unit  | CIF           | Total Amount                |
|  |             |   |     |   |               |                             |
|  |             |   |     |   |               |                             |
|  |             |   |     |   |               |                             |
| ATTACH SHEET FOR ADDITIONAL ITEMS  |             |   |     | TOTAL   |               |                             |
| We certify that we comply with eligibility & National Ownership requirements of Instructions to Suppliers clauses 2a to 2c.(overleaf). If our offer is accepted, we undertake (a) to deliver goods & services in accordance with our offer above, (b) to provide the Performance Security in the prescribed form, amount & time (c) to abide by this quotation for the Validity Period stated above. |             |   |     | Supplier's Authorized Officer<br>Sign, Stamp where applicable |               |                             |
| COUNTRY (S) OF ORIGIN  |             |   |     | Date  |               |                             |
| IF AVAILABLE, PLEASE ATTACH MANUFACTURER'S BROCHURE & SPECIFICATION SHEETS   |             |   |     |   |               |                             |

**PART 4:**  
**GENERAL CONDITIONS OF**  
**CONTRACT: MINOR GOODS AND**  
**RELATED SERVICES**

- 1 APPLICATION CONTEXT: These Conditions apply only for use within the Independent State of Samoa for contracts awarded through request for Quotation processes for procurement of Goods and Goods related services within section C.2.2.6 of the Procurement Operating Manual 2020.
- 2 NAMES OF PARTIES: relative to the categories name in RfQ (see Part 3) above, the Purchaser will also be named the 'Principal'.
- 3 CONTRACT DOCUMENTS: Subject to the order of precedence set forth in clause 4 of these GCC, all documents forming the Contract (and all of its parts) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 4 ENTIRE AGREEMENT: The Contract constitutes the entire Agreement between the Principal and the Supplier and includes the following documents which replaces all communications, negotiations and agreements (whether written or oral):
  - a. The Request for Quotation, SWA-RfQ NOE02.2/2026. . (the 'RfQ') inclusive of Instructions to Suppliers;
  - b. these General Conditions of Contract;
  - c. Special Conditions of Contract;
  - d. Specifications of Items or Description of Goods & Related Services.
- 5 CONTRACT PERIOD: This Contract shall commence on the date specified in the SCC and shall be for a period as identified in the SCC (the 'Completion Period') and shall be completed by the Completion Date identified in the SCC.
- 6 CONTRACT PRICE: The Purchaser shall ONLY pay to the Supplier the Contract Price set out in the SCC. The Supplier shall provide the Purchaser or the Principal's Representative with a Claims for Payment which shall:
  - a. state the amount of the contract price received to date each head of costs;

- b. the amount of the Claim for Payment including the Head of Cost under which it is claimed;
- c. detail the goods & related services delivered and completed since the previous claim for Payments including the materials used;
- d. report on the progress of the good delivered.

The Principal's Representative shall issue a Progress Payment Certificate once he/she is satisfied that the Claim for Payment is bona fide. The Purchaser must pay the amount in the Claims for Payment 14 days from when he/she is satisfied with the Claim for Payments.

- 7 PRINCIPAL'S REPRESENTATIVE: The Principal's Representative shall be an Employee of the Principal responsible for liaising with the Supplier and general administration and supervision of the Services. The Principal's Representative is set out in the SCC.
- 8 AMENDMENT: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to this Contract and is signed by a duly authorized representative of each of the Parties to the Contract.
- 9 LANGUAGE: The applicable language of the Contract is English.
- 10 LAW: The applicable law of the Contract is the law of the Independent State of Samoa.
- 11 INTERPRETATION: If the context requires it, singular means plural and vice versa. The reference to one gender shall mean the other gender. All monetary references shall be to Samoan Tala unless otherwise stated.
- 12 COMMUNICATIONS/NOTICES: Communications between parties to the Contract shall be effective only when communicated or delivered in written form with proof of receipt, to the address specified in the SCC.
- 13 COPYRIGHT: Both parties shall observe requirements of the Samoa Copyright Act 1998 and international conventions concerning material produced by third parties.

**14 DOCUMENT OWNERSHIP:** Unless otherwise provided in Contract schedules and as applicable to Contract category, all plans, specifications, designs, reports, other documents and software prepared by the Supplier shall become and remain the property of the Purchaser, without encumbrances of ownership by other parties. The Purchaser shall establish proof of ownership of existing materials provided to the Supplier for contract performance and the Supplier shall establish the right to use and reproduce any materials produced by third parties to be used in contract performance.

**15 CONFIDENTIALITY:** The Parties shall keep confidential and shall not divulge to any third party any documents, data or other information furnished directly or indirectly in regard to the Contract, without written consent of the other Party.

**16 CONFLICT OF INTEREST:** The Supplier shall not have a conflict of interest. The Supplier warrants that to the best of its knowledge and after making diligent inquiry, at the date of signing the contract, does not have a conflict with the interests of the Purchaser or is likely to arise in the performance of the goods & related services to be delivered. If during the performance of the Service a conflict of interest arises or appears likely to arise, the Supplier agrees to:

- (a) Immediately notify the Purchaser in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) Take such steps as the Purchaser may reasonable require to resolve or otherwise deal with the conflict.

**17 CURRENCY OF PAYMENT:** The currency for payment shall be in Samoan Tala.

**18 PRICE ADJUSTMENT:** Price adjustment for changes in economic conditions shall not apply to any contract resulting from RFQ processes.

**19 TAXES AND DUTIES:** The Supplier is liable for all taxes and duties, in accordance with the particular application context and the laws of the Independent State of Samoa.

**20 ACCOUNTING, INSPECTION & AUDIT:** The Supplier shall permit and also require its sub-suppliers and consultants to permit, the Government and/or its authorized appointees to inspect the Supplier's office and all accounts and records relating to contract performance and/or tender submission and to have such accounts and records audited by the Government's appointed auditors. Moreover, acts by the Supplier to materially impede inspections and audits are a prohibited practice subject to termination and declaration of ineligibility.

**21 LIMITATION OF LIABILITY:** Except for its negligence or misconduct in performing the Contract and its related obligation to pay liquidated damages, the Supplier will not be liable to the Principal for any form of consequential loss or damage, loss of use, loss of production or loss of profits plus interest cost. The total liability of the Supplier under the Contract or civil law shall not exceed one hundred and fifty percent of the Contract Price, except that this shall not apply to costs of rectifying defective equipment, works or other deliverables.

**22 SUSPENSION:** The Purchaser may, with written notice of the nature of default, suspend all payments to the Supplier if the Supplier fails to perform particular requirements of the Contract and shall require the Supplier to remedy the default within thirty (30) days of Supplier receiving the suspension notice.

**23 TERMINATION:** Where a party defaults on any of its obligations under this Contract, the other party may give notice requiring that the failure be remedied within fourteen (14) days and if not remedied within that time, may terminate the Contract immediately.

The Principal may terminate the contract if any of the events set out in the SCC occurs.

**24 FORCE MAJEURE:** If, because of the result of an event of Force Majeure causing delay and the Supplier is unable to perform its Contract obligations, it shall not be liable for its Performance Security forfeiture, liquidated damages or termination for default. The Supplier shall notify the Principal in writing of such condition, its

cause and the nature of the delay or its inability to perform its Contract obligations as soon as practicable.

**25 LIQUIDATED DAMAGES:** Unless the Completion Date is extended in accordance with clause 8, the Supplier shall pay damages to the Principal at a rate per day stated in the SCC for each day that the Completion Date is later than the intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Payments under this provision shall not affect the Suppliers Liability. The Principal may deduct liquidated damages from payments due to the Supplier.

**26 GOOD FAITH:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the contract's objectives, operate fairly together without detriment to each other and exercise their best efforts to agree on actions which may be needed to remove causes of unfairness.

**27 AMICABLE SETTLEMENT:** Either Party with an unresolved issue concerning actions or inaction of the other Party may seek resolution through an independent third party empowered to enable resolution.

**28 DISPUTE SETTLEMENT:** Any dispute arising out of the Contract which cannot be settled amicably according to Clause 27 shall be settled in accordance with the provisions of the Arbitration Act 1976 of Samoa and best international practice.

**29 INDEMNITY:** The Supplier shall, at all times indemnify, hold harmless and defend the Principal, its officers, employees and agents from and against any loss or liability reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand action or proceeding by any person against any of those indemnified where such loss or liability was caused by any willful, unlawful or negligent act or omission of the Supplier, its employees, agents or Sub-Suppliers in connection with the Contract.

**30 PASSING OF PROPERTY:** Property in, and risk of loss or damage to the Product shall

pass to the Supplier upon delivery of the Produce to the headquarters of the Principal, with its address set out at the SCC, Apia, Sāmoa. The Principal shall, upon delivery, provide the Supplier with an acknowledgement in writing of receipt of the Products/Goods, thereby passing the property in, and risk of loss or damage to, the Product/Goods to the Principal.

**31 COMPLIANCE WITH POLICIES AND PROCEDURES:** The Supplier must, when using the Principal's Premises or facilities, comply with all reasonable directions of the Principal and all procedures and policies of the Principals including those relating to occupational health (including no smoking), safety and security in effect a those premises or in regard to those facilities, as notified by the Principal or as might reasonably be inferred from the use to which the Premises or facilities are being put.

**32 INSPECTION, REJECTION AND ACCEPTANCE: GOOD/PRODUCTS:**

- (a) The Principal or its Representative may, prior to the supply of the Goods/Products by the Supplier to the Principal and with reasonable notice to the Supplier, inspect any and all products that are to be supplied by the Supplier.
- (b) The Principal or its Representative may reject any or all products to be supplied by the Supplier if found not be in accordance with the Contract.
- (c) The Principal shall not be liable to pay for rejection or inspection of the Products/Goods or its associated materials or equipment.

**33 INSPECTION, REJECTION AND ACCEPTANCE: GOOD/PRODUCTS: GOODS RELATED SERVICE**

- (a) The Supplier shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of the tender of the Service and the Contract Price and acknowledges that it has inspected the Premises and its

conditions before it agreed to supply the Services.

(b) The Principal can inspect the progress of the Services and the Supplier will grant the Principal or its representative access to the Premises where the Services are being performed. If there is defect or the Principal is dissatisfied with the services, it may by written notice require the Supplier make good any defects arising from good workmanship at no cost to the Principal.

34 INSURANCE: The Supplier will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.

35 ASSIGNMENT: The Supplier shall not assign this Contract or sub-contract any portion of it without the Principal's prior written consent.

36 WAIVER: If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights. A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right. In this clause, "rights" means rights or remedies provided by this Contract or at law.

37 WARRANT ON GOODS/PRODUCTS: The warranty period for the Goods/Products, its associated materials and equipment shall be the period set out in the RfQ from delivery and its installation, whichever is sooner. If the Principal gives notice of any defect or omission discovered in any of the Goods/Products during the warranty period, the Contractor must correct that defect or omission without delay and at no cost to the Principal. The Supplier must meet all costs of, and incidental to, the discharge of its warranty obligations, including but not limited to any packing, freight, and disassembly and reassembly costs.

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**PART 4: SPECIAL CONDITIONS OF  
CONTRACT: MINOR GENERAL  
SERVICES**

| <b>GCC</b> | <b>Details</b>  |
|------------|---|
| Clause 5   | Commencement date: Date of Letter of Award or Purchase Order<br>Completion Period: Not applicable (subscription-based supply)<br>Completion Date: Not applicable  |
| Clause 6   | Contract Price: As per the successful bidder's quotation for subscription licensing<br>Payment Terms: Subscription-based invoicing in accordance with Part 5 (Specification of items). Payment milestones relating to shipment, arrival, inspection, or physical delivery are Not Applicable.   |
|            |   |
| Clause 7   | Principal's Representative shall be:<br><br><b>Mulitalo William Sene Tupa'i</b><br><b>Manager Technical Division</b><br><b>Samoa Water Authority</b><br><b>Phone (685) 20409</b><br><b>Email: <a href="mailto:William.Tupai@swa.gov.ws">William.Tupai@swa.gov.ws</a></b>  |
| Clause 12  | For communications to the:<br><br><b>(a) Principal</b><br>It must be delivered to the following address:<br><b>Fuimaono Dominic Schwalger</b><br><b>Managing Director</b><br><b>Samoa Water Authority</b><br><b>Level 2 TATTE Building, Savalalo, Samoa.</b><br><b>Phone (685) 20409</b><br><b>(b) Supplier</b><br>It must be delivered to the following address:<br>insert address - _____ |
| Clause 14  | Not applicable for software licensing. Ownership of software and intellectual property remains with software vendor. The Principal is granted license usage rights in accordance with the applicable vendor license terms.  |
| Clause 23  | Termination provisions relating to physical works, physical delivery delays, or liquidated damages are Not Applicable for this license-only SaaS procurement.<br><br>Termination rights relating to insolvency, bankruptcy, or failure to supply/provision licenses remain applicable.  |
| Clause 25  | Liquidated damages: Not applicable  |
| Clause 30  | Not applicable. No transfer of ownership or risk in goods applies to software licensing.  |
| Clause 31  | Not applicable. No on-site work or use of the Principal's premises is required under this contract.   |
| Clause 32  | Inspection and Rejection. Not applicable (no physical goods)  |

|           |  |
|-----------|--|
|           | Acceptance: Acceptance shall occur upon confirmation of successful digital provisioning of licenses in accordance with Part 5.     |
| Clause 33 | Not applicable. No goods-related services are being procured under this license-only scope.  |
| Clause 34 | Insurance: Not applicable.   |
| Clause 37 | Not applicable. Software warranty and service assurances are governed by the software vendor's standard license and service terms. |
| Clause 38 | Performance Security: Not Required.  |

# PART 5 – SPECIFICATION OF REQUIREMENTS (ICT)

## Request for Quotation (RFQ): RMM / PSA Software Licensing

### 5.1 Scope of Supply

The Samoa Water Authority (SWA) seeks quotations for the supply of software licensing only for a Remote Monitoring and Management (RMM) and Professional Services Automation (PSA) solution, functionally equivalent to Atera Expert.

This procurement is strictly limited to Software-as-a-Service (SaaS) subscription licensing for use by SWA's internal CIT team.

In Scope:

- SaaS subscription licenses for an RMM / PSA solution
- Platform access for operational use by SWA
- Standard product updates, patches, and improvements included with the license
- Standard vendor support included as part of the licensing model

Out of Scope:

- Managed services or outsourced ICT operations
- Advisory or consulting services
- Custom implementation of bespoke integration services
- Professional services beyond standard license support
- Hardware Supply

This RFQ is limited to the submission of written quotations for software licensing only.

SWA does not require, and will not consider, product demonstrations, trials, presentations, workshops, or unsolicited discussions with suppliers or their representatives as part of this procurement process.

### 5.2 Licensing Capacity Requirements

The proposed licensing must support, at a minimum:

- 12 Twelve (12) technicians, based on the supplier's licensing model (per-technician, per-seat, or equivalent); and/or
- Three hundred (300) managed devices, where a per-device or hybrid licensing model applies.

Suppliers must clearly state:

- The licensing model applied (per technician, per device, or hybrid)
- Any license caps, thresholds, or constraints
- Whether and how the licensing may scale beyond the stated requirements

## 5.3 Licensing Term Options

Suppliers must provide pricing for the following subscription options:

- Monthly subscription (monthly billing)
- Annual commitment (monthly billing)
- Annual commitment (annual billing)

All options must include access to all modules required to meet the functional requirements in this Part.

## 5.4 Minimum Functional Requirements

The required RMM and PSA capabilities may be provided through a single integrated platform or through tightly integrated components, provided all functional requirements are met and supported under the proposed licensing arrangement.

### 5.4.1 Remote Monitoring and Management (RMM)

The solution must support:

- Device health and performance monitoring
- Patch Management
- Software deployment
- Automation and scripting
- Alerting and notifications
- Remote access tools
- Asset and inventory management

### 5.4.2 Professional Services Automation (PSA)

The solution must support:

- Incident and service request management
- Ticket lifecycle management
- Technician assignment and workflow management
- Time entry and work logging
- Reporting and dashboards

### 5.4.3 Security and Access Controls

The solution must include:

- Role-based access control (RBAC)
- Multi-factor authentication (MFA) and/or single sign-on (SSO) support

- Audit logging of administrative and technician activities
- Secure APIs where integrations are provided

#### **5.4.4 Integration with Third-Party Systems**

The solutions must support integration, either natively or via supported APIs or connectors, with commonly used ICT platforms.

At a minimum, suppliers must state whether integration is supported with the following:

##### *Microsoft Products and Services*

- Microsoft Entra ID (Azure Active Directory)
- Microsoft 365
- Microsoft Intune
- Microsoft Defender and related Microsoft security services

##### *Security Platforms*

- WatchGuard
- Trendmicro
- Sophos
- ESET
- Equivalent enterprise endpoint or network security platforms

##### *Backup and Disaster Recovery*

- Veeam
- Equivalent enterprise backup and disaster recovery solutions

##### *Virtualisation and Cloud Platforms*

- VMWare
- Microsoft Azure (including Azure-hosted virtual machines)
- Proxmox
- Equivalent on-premises or cloud virtualisation platforms

For each integration, suppliers must clearly indicate:

- Whether the integration is native, API-based, or via a third-party connector
- Any material functional limitations

## **5.5 Commercial Delivery Requirements**

For the purposes of this RFQ, delivery is defined as:

- Provisioning and activation of the required software licenses
- Granting administrative and user access to the platform
- Provision of license confirmation and access documentation

Suppliers must state the expected timeframe for license activation following contract award.

## 5.6 Pricing Structure and Transparency Requirements

Suppliers must present pricing in a clear and transparent structure that:

- Explicitly covers a configuration supporting 12 technicians and/or 300 devices
- Clearly identifies the pricing unit (per technician, per device, or hybrid)
- Separately identifies each subscription term options
- Clearly identifies any minimum commitments or tier thresholds
- Separately lists optional add-on licenses, where applicable

### Renewal Pricing Transparency

Pricing must clearly identify:

- The subscription price applicable in Year 1; and
- The standard renewal subscription price from Year 2 onwards, where different

Where introductory or discounted pricing is offered, suppliers must clearly disclose:

- The basis of the discount
- The duration of the discount
- The applicable renewal pricing once the discount period ends

Failure to clearly disclose renewal pricing may result in the quotation being deemed non-responsive.

## 5.7 Data Residency, Security, and Privacy

### 5.7.1 Data Residency and Hosting

The solution must be delivered as a vendor-hosted SaaS platform. Suppliers must clearly state:

- Primary data hosting location(s)
- Backup and disaster recovery location(s)
- Any cross-border data replication or processing

Preference may be given to solutions where primary data hosting is within the Australia and New Zealand (ANZ) region.

This preference does not constitute a mandatory exclusion criterion.

### 5.7.2 Data Ownership and Security

- All operational and customer data remains the property of SWA
- Data must be logically segregated in multi-tenant environments
- Data must be encrypted in transit and at rest
- Suppliers must describe incident management breach notification processes

### 5.7.3 Data Retention and Exit

Suppliers must describe:

- Data retention arrangements during the subscription terms
- Data retrieval options upon termination
- Secure deletion of SWA data within a defined timeframe

## 5.8 Optional Onboarding, Training, Support, and Integration Services (Informational Only)

Suppliers may, on an optional and informational basis only, provide indicative pricing and descriptions for:

- Standard onboarding or initial setup services
- Administrator or technician training
- Enhanced or premium support tiers
- Integration-related licensing or connector fees

Information provided under this section:

- Must be clearly itemised
- Must identify whether costs are one-off or recurring
- Will not form part of the technical or price evaluation

SWA reserves the right to utilise such services in the future at the quoted rates, subject to separate approval

## 5.9 Compliance Requirements

Suppliers must confirm compliance with all requirements of this Part and clearly identify any deviations or limitations.

Marketing material, sales collateral, demonstrations, or unsolicited engagement will not be considered.

# PART 6 – EVALUATION AND AWARD

## Request for Quotation (RFQ): RMM / PSA Software Licensing

### 6.1 Evaluation Flow and Principles

Evaluation shall be conducted using a sequential pass / fail methodology, in the following order:

1. Bidder Eligibility Assessment
2. Bidder Qualification Assessment
3. Technical Compliance Assessment
4. Commercial / Financial Evaluation

Only quotations that successfully pass each preceding stage will proceed to the next stage of evaluation.

No evaluation criteria other than those expressly stated in this Part shall be applied.

Evaluation will be conducted in accordance with the principles of fairness, transparency, equal treatment, and value for money, as required under the Ministry of Finance Procurement Operating Manual (POM).

### 6.2 Stage 1 – Bidder Eligibility Assessment (Pass / Fail)

This stage confirms that the Bidder is eligible to participate in the procurement process.

#### Bidder Eligibility Criteria

| No | Eligibility Requirement                                 | Evidence Required                                   | Pass / Fail |
|----|---|---|-------------|
| 1  | Bidder submission received by the closing date and time | Conforming submission                               |             |
| 2  | All mandatory RFQ forms completed and signed            | Completed RFQ response                              |             |
| 3  | Bidder is a legally registered entity                   | Valid Business Registration                         |             |
| 4  | Bidder is tax compliant                                 | Valid VAGST Registration Certificate                |             |
| 5  | Conflicts of interest declared                          | Submission of Conflict of Interest Declaration Form |             |

Only Bidders that pass all eligibility requirements will proceed to Stage 2.

### 6.3 Stage 2 – Bidder Qualification Assessment (Pass / Fail)

This stage confirms that the Bidder is suitably qualified to supply the proposed solution.

#### Bidder Qualification Criteria

| No | Qualification Requirement                                       | Evidence Required            | Pass / Fail |
|----|---|------------------------------|-------------|
| 1  | Bidder is the software vendor or an authorised reseller/partner | Authorisation or declaration |             |

|   |  |                                    |  |
|---|--|------------------------------------|--|
| 2 | Bidder has the legal right to supply licenses in the relevant jurisdiction | Declaration                        |  |
| 3 | Bidder has access to vendor support and update channels                    | Declaration                        |  |
| 4 | Bidder confirms ability to provide licenses at required scale              | Licensing statement or declaration |  |

## 6.4 Stage 3 – Technical Compliance Assessment (Pass / Fail)

This stage assesses compliance with the mandatory technical requirements set out in Part 5 of the RFQ

The proposed solution may be delivered through a single integrated platform or through tightly integrated components, provided all requirements in Part 5 are met.

### Technical Compliance Criteria

| No | Technical Requirement                                | Reference (Part 5) | Pass / Fail |
|----|--|--------------------|-------------|
| 1  | RMM functional requirements met                      | Section 5.4.1      |             |
| 2  | PSA functional requirements met                      | Section 5.4.2      |             |
| 3  | Licensing supports 12 technicians and/or 300 devices | Section 5.2        |             |
| 4  | Security and access controls met                     | Section 5.4.3      |             |
| 5  | Integration disclosures provided                     | Section 5.4.4      |             |
| 6  | Data residency and hosting disclosed                 | Section 5.7        |             |
| 7  | Renewal pricing disclosed                            | Section 5.6        |             |

Technical compliance will not be scored or ranked.

Only quotations assess as technically compliant will proceed to Stage 4.

## 6.5 Stage 4 – Commercial / Financial Evaluation

### 6.5.1 Evaluated Price Basis

Financial evaluation will be based on the Total Cost of Ownership (TCO) over a two-year period, calculated using:

- Monthly subscription pricing
- A twelve (12) month subscription term
- Renewal for a second twelve (12) month period

The evaluated price will comprise:

- Year 1 subscription pricing; and
- Year 2 renewal subscription pricing

Where introductory or discounted pricing applies in Year 1, the applicable renewal pricing shall be used to determine the two-year TCO.

### 6.5.2 Financial Evaluation Criteria

| No | Financial Criterion                        | Basis of Evaluation               |
|----|--|-----------------------------------|
| 1  | Pricing supports required scale            | 12 technicians and/or 300 devices |
| 2  | Pricing structure is clear and transparent | Part 5.6                          |
| 3  | Renewal pricing disclosed                  | Year 2 onwards                    |
| 4  | Total two-year TCO                         | Lowest evaluated price            |

### 6.5.3 Excluded Pricing

The following shall not form part of the evaluated price:

- Optional onboarding or implementation services
- Optional training services
- Optional support tiers
- Optional integration or connector licensing

Such pricing is requested for informational purposes only.

### 6.5.4 Price Validity for Optional Items

Optional pricing, while excluded from evaluation, shall remain valid for the ninety (90) day quotation validity period.

SWA reserves the right to procure optional items during this period at the prices quoted, subject to approval.

## 6.6 Clarifications

The Procuring Entity may seek clarification where necessary to confirm understanding or compliance.

Clarifications shall:

- Not permit changes to pricing
- Not permit changes to scope
- Not constitute negotiation

Failure to respond to a clarification request may result in the quotation being deemed non-responsive.

## 6.7 Award Method

The contract will be awarded to the lowest-priced substantially compliant quotation, based on the evaluated two-year Total Cost of Ownership.

## ANNEX 1 to PART 1 – SAMPLE LETTER OF AUTHORITY

(“*Insert Date*”)

Fuimaono Dominic Schwalger  
Managing Director  
Samoa Water Authority  
Level 2, TATTE Building  
**SAVALALO, APIA**

Dear Sir,

*I /We, [Full Name(s)] am/are the [Position in company] of [(Name of Company]. I am/ We are the authorised entity(ies) to represent [Name of Company] for and on its behalf to execute the following:*

- (a) To submit, sign or execute the quotation, proposal or tender of **“Supply / Provision of RMM PSA Software Licensing to Samoa Water Authority.” (RFQ No. SWA-RFQ NOE02.2/2026** minor goods contract issued by the Samoa Water Authority;
- (b) To sign or execute and bind the company to any contract, purchase order or commitment whatsoever in connection with this request for quotation or contract.

Signed:

---

*(Signature)*

---

*[Insert Full Name]*

---

*[Insert Designation]*

## **ANNEX 2 to PART 1. DECLARATION OF CONFLICT OF INTEREST FORM**

### **CONFLICT OF INTEREST DECLARATION:**

The Samoa Water Authority operates a procurement process in accordance with national policies and guidelines and which is fair, transparent and able to withstand probity.

In view of this, the Samoa Water Authority requires that all BIDDERS declare relationships or arrangements or state of affairs with any party to this tendering process (including the Principal and the Principal's employees) which may reasonably be perceived to be a conflict of interest or which may potentially conflict or impact on their ability to participate in the procurement process. This may include a relationship with the Principal, the Principal's employees, other bidder or party to the tendering process. Failure to disclose a conflict of interest may disqualify a bidder or cause termination of any subsequent contract and also entitle the Principal to seek costs or compensation for loss or damages.

**If you are in any doubt about whether a relationship, arrangement, state of affairs etc is a potential conflict of interest, you are advised to declare it.**

---

**Bidder Name:**

Name of Declarant Person making the Declaration:

I,.....(name of Declarant) on behalf of .....(name of Bidder)  
wish to declare the following:

A. The Bidder named above has a conflict of interest as follows (state clearly the conflict of interest and reasons for conflict):

OR

B. The Bidder has NO conflict of interest to declare.

***I confirm that the declaration I have made above are, to the best of my knowledge, correct. I also undertake to notify the Principal if there are any changes to be made to this Declaration.***

**Signature of Declarant:.....**

**Declared this .....day of .....2026....**

### ANNEX 3 to PART 1 – QUOTATION PREPARATION CHECKLIST

| Item  | Check |
|---|-------|
| Complete and Signed Conflict of Interest Form (Annex 2)   |       |
| Complete and <i>signed</i> RFQ Form   |       |
| Letter of Authorisation – Annex 1 (signed by the same person signing the RFQ Form) or Power of Attorney |       |
| Current Business License  |       |
| VAGST Certificate (local bidder)  |       |
| Submit all requirements for Section 2, Section 5, Section 6 and Section 7 of Part 5                     |       |

This checklist is provided to assist Suppliers/Bidders in preparing their submissions. The inclusion or omission of items in this checklist does not override the evaluation criteria set out in Part 6.

## **ANNEX 4 to PART 1 – INSTRUCTION TO BIDDERS**

### **Procedure for Electronic Submission of Quotations**

1. Bidders may submit their quotation electronically, via the Government of Samoa e-Tendering Portal ([https://portal.tenderlink.com/mof\\_samoa/](https://portal.tenderlink.com/mof_samoa/)). Bidders who submitted electronically do not need to submit hardcopies.
2. The Portal shall automatically expire on the submission deadline, specified in the relevant Invitation to Bid. No extension shall be provided after the expiry date of the tender.
3. At the submission deadline, and not before, Tender Link will forward to the Portal's Administrator access to the tender box electronic keys to open proposals.
4. To ensure the integrity and compliance with Part 1 (Instructions to Bidders), the Opening of the Tender Box can only be actioned by the Ministry of Finance's designated Administrator. For security purposes, all openings are dated and time stamped, ensuring compliance of their opening with Clause 9 of this Instructions to Bidders.