Request for Quotation

Goods & Related Services

Supply and Delivery of Mobile End User Computing Devices and Associated Hardware Components

ISSUED ON: 18 September 2026
RFQ NO: CIT-RFQ-2026-09-001
PROCURING ENTITY: Samoa Water Authority

Table of Contents

This page is left intentionally blank

PART I – INSTRUCTIONS TO BIDDERS

1) SCOPE

a) The Purchaser is the Government of the Independent State of Samoa, represented by Samoa Water Authority (SWA). For the purposes of any resulting Contract, the Purchaser shall be referred to as the Principal.
b) This Request for Quotation (RFQ) applies to procurement identified in this RFQ, being:
   i) Goods & Related Services; or
   ii) General Services, as applicable to the procurement.
c) The applicable procurement category, description, scope and requirements are specified in this RFQ.
d) A Bidder submitting a responsive Quotation and subsequently awarded a Contract shall become, as applicable:
   i) The Supplier, for Goods & Related Services; or
   ii) The Service Provider, for General Services.

2) BIDDER ELIGIBILITY

a) The Bidder must be a bona fide business entity. A Bidder registered in Samoa must provide:
   i) An authenticated copy of its currently valid registration or incorporation with the Ministry of Commerce, Industry and Labour (MCIL), Samoa;
   ii) An authenticated copy of its currently valid Business License or VAGST Certificate issued by the Ministry of Customs and Revenue, Samoa; and
   iii) A notarized power of attorney authorising the signatory of the Quotation to: represent the Bidder; sign the Quotation; and accept or execute the resulting Contract.
b) A Bidder registered outside Samoa must provide:
   i) An authenticated copy of its currently valid legal registration or incorporation issued by the relevant authority in its jurisdiction;
   ii) An authenticated copy of its valid tax registration or equivalent business tax identification issued by the relevant authority in its jurisdiction; and
   iii) A notarised power of attorney authorising the signatory of the Quotation to: represent the Bidder, sign the Quotation; and accept or execute the resulting Contract.
c) The Bidder shall disclose any actual, potential or perceived conflict of interest relating to this procurement.
d) The Bidder shall submit a completed and signed: Annex 1 – Conflict of Interest Declaration, in accordance with this RFQ.

3) BIDDER QUALIFICATION

a) The Bidder must demonstrate that it possesses the experience, capability and capacity to perform the requirements specified under this RFQ.
b) The Bidder must provide evidence of satisfactorily completed supply or performance of Goods and/or Services of a similar nature within the last two (2) years, as applicable to the procurement. The evidence shall include contact details of clients who may verify satisfactory performance and reliability.
c) The Bidder must provide a bank-issued confirmation letter or equivalent bank-issued evidence confirming that an active bank account is held in the registered name of the legal entity submitting the Quotation.
   i) The account-holder name must correspond with the Bidder's legal business name established under Clause 2.
   ii) The evidence may include information reasonably demonstrating the Bidder's financial standing and, where available, a summary of financial activity for the immediately preceding three (3) months.
d) Where specified in the RFQ, the Bidder must provide procurement-specific evidence relating to:
   i) Manufacturer status;
   ii) Vendor status;
   iii) Authorised reseller status;
   iv) Distributor status;
   v) Partner status;
   vi) Professional capability;
   vii) Technical capability;
   viii) Qualifications;
   ix) Certifications;
   x) Supply authority;
   xi) Warrant or support entitlement; or
   xii) Other capability relevant to the procurement.
e) Any requirement under Clause 3(d) shall apply only where expressly stated in the RFQ.
f) Procurement-specific:
   i) Methodologies;
   ii) Work plans;
   iii) Service programmes;

iv) Personnel schedules; or
v) Technical approaches; or
vi) Other technical response requirements, shall be provided only where expressly required by Part 2.

4) RESPONDING TO THE REQUEST FOR QUOTATION

a) The Bidder must carefully review and ensure a full understanding of the:
   i) Description;
   ii) Scope;
   iii) Specifications;
   iv) Requirements;
   v) Schedules;
   vi) Commercial particulars;
   vii) Contractual conditions; and
   viii) Other provisions, applicable to the procurement.
b) The Bidder must complete: Part 3 – Request for Quotation, Section B – Commercial Offer and provide all pricing and commercial information required by the RFQ. This may include, as applicable:
   i) Unit prices;
   ii) Rates;
   iii) Extended prices;
   iv) Total prices;
   v) Volume pricing;
   vi) Delivery or provisioning periods;
   vii) Completion periods;
   viii) Commercial conditions; and
   ix) Other requested commercial information.
c) The Bidder must state the applicable:
   i) Delivery period;
   ii) Provisioning period;
   iii) Commencement period;
   iv) Performance period;
   v) Completion period; or
   vi) Other period, requested by the Commercial Offer, where applicable.
d) The Bidder must comply with the requirements and conditions specified in the RFQ, including, where applicable:
   i) Quotation validity;
   ii) Delivery requirements;
   iii) Provisioning requirements;
   iv) Completion requirements;
   v) Warranty requirements;
   vi) Service-performance requirements;
   vii) Manufacturer or vendor authorisation;
   viii) Defects or remediation period;
   ix) Insurance;
   x) Performance security, and
   xi) Other procurement-specific requirements.
e) Any proposed:
   i) Condition;
   ii) Qualification;
   iii) Exception; or
   iv) Variation must be clearly identified and explained in the Quotation.
f) The Bidder is responsible for ensuring that its Quotation is complete, accurate and submitted in accordance with the RFQ. An incomplete Quotation may be grounds for rejection.

Site / Environment Inspection

g) Where inspection of a:
   i) Site;
   ii) Premises;
   iii) Facility;
   iv) System;
   v) Equipment;
   vi) Infrastructure, or
   vii) Operating environment is required to enable preparation of the Quotation, the requirement and applicable arrangement shall be stated in the RFQ.
h) Where an inspection under Clause 4(g) is classified as Mandatory, the Bidder shall undertake the inspection in accordance with the stated requirements.

5) QUOTATION PRICE

General Pricing Requirements

a) All prices must be quoted in Samoan Tala (SAT), unless the RFQ expressly permits quotations in another specified currenecy.
b) Quoted prices must remain fixed and shall not be subject to adjustment during:
   i) The Quotation Validity Period; and
   ii) The applicable delivery, provisioning, performance or completion period, unless another treatment is expressly provided in this RFQ.
c) Prices shall:
   i) Follow the pricing basis specified in this RFQ;
   ii) Include all costs required to perform the applicable priced requirement unless otherwise expressly stated;
   iii) Identify applicable taxes and other amounts in accordance with the RFQ; and
   iv) Comply with the applicable price-treatment requirements specified in this RFQ.
d) Unless otherwise specified in the RFQ, the Quotation shall cover the full quantity, scope or other priced requirement applicable to the:
   i) Item;

   ii) Lot;
   iii) Scope;
   iv) Service;
   v) Activity; or
   vi) Other award unit being quoted.
e) A Pricing Quantity specified solely for evaluation does not constitute a guaranteed or committed Purchase Quantity unless expressly stated otherwise in the RFQ.

Goods & Related Services

f) Where Goods are supplied from within Samoa, the applicable pricing and delivery basis shall be specified in the RFQ. The quoted price shall include all costs required under the applicable pricing and delivery basis and the pricing requirements stated in the RFQ.
g) Where Goods are supplied from outside Samoa, the applicable: Incoterm, Incoterms version, and named place, or the basis by which the named place is to be identified shall be specified in the RFQ. The quoted price shall include all costs required under the applicable Incoterm and the pricing requirements stated in the RFQ.
h) Where Related Services are required, the Bidder shall separately identify their price where required by the RFQ.

General Services

i) Where the procurement is for General Services, quoted prices or rates shall include all costs necessary to perform the applicable Service unless the RFQ expressly identifies a cost as separately payable.
j) General Services pricing shall include applicable VAGST and other taxes for which the Bidder is responsible unless:
   i) The applicable Service is exempt; or
   ii) The RFQ expressly provides another treatment.
k) General Services shall be priced using the applicable:
   i) Pricing unit;
   ii) Quantity;
   iii) Rate;
   iv) Activity;
   v) Milestone;
   vi) Service period;
   vii) Lump sum; or
   viii) Other pricing basis specified in the RFQ.

6) BID-SECURING DECLARATION

a) The Bidder must complete, sign and submit: Annex 2 – Bid-Securing Declaration in accordance with this RFQ.
b) The Quotation must remain valid for the Quotation Validity Period specified in the RFQ.
c) The Bid-Securing Declaration may be applied in accordance with its terms where a Bidder:
   i) Withdraws or materially modifies its Quotation during the Quotation Validity Period;
   ii) Refuses to accept a correction of errors;
   iii) Following notification of award, fails or refuses to accept or execute the Contract; or
   iv) Fails or refuses to provide Performance Security where required.

7) QUOTATION SUBMISSION

a) Bidders shall submit only one Quotation.
b) Quotations shall be submitted electronically to the designated: SWA Tender Email specified in this RFQ.
c) The Quotation and all required supporting documents must be submitted in PDF format unless another file format is expressly permitted in the RFQ.
d) Quotations must be received no later than the Submission Deadline specified in the RFQ.
e) The date and time recorded by the Purchaser's receiving email system shall determine the time of receipt.
f) The Bidder is responsible for ensuring that its complete Quotation is successfully transmitted and received before the Submission Deadline.
g) The Purchaser shall not be responsible for any failure or delay arising from:
   i) Technical issues;
   ii) Transmission;
   iii) Connectivity;
   iv) Email delivery;
   v) File size;
   vi) Attachment issues;
   vii) File-format issues; or
   viii) Other submission issues.
h) Late Quotations will not be considered.

Submission Reference

Bidders should use: Annex 3 – Submission Checklist to verify that the required components of the Quotation have been included before submission.

8) QUOTATION OPENING

a) Quotations shall be opened by authorized officers of the Purchaser after the Submission Deadline.
b) Bidders who have submitted Quotations and interested members of the Public may attend the opening.
c) The opening of Quotations shall be recorded in accordance with the applicable procurement procedures.
d) The results of the Quotation evaluation shall be made available on request, limited to identification of the Successful Bidder.

9) QUOTATION EVALUATION & CONTRACT AWARD

a) The Purchaser shall evaluate Quotations to determine compliance with:
   i) The Bidder Eligibility requirements under Clause 2;
   ii) The Bidder Qualification requirements under Clause 3;
   iii) The technical, functional, operational, service and other requirements specified in Part 2;
   iv) The commercial requirements specified in Part 3;
   v) Applicable material contractual requirements specified in Part 4; and
   vi) These Instructions to Bidders.
b) A Quotation shall be considered substantially responsive where it satisfies the applicable:
   i) Eligibility;
   ii) Qualification;
   iii) Technical
   iv) Commercial; and
   v) Other material requirements of this RFQ without material deviation.
c) Only substantially responsive:
   i) Quotations;
   ii) Items;
   iii) Lots;
   iv) Scope; or
   v) Other applicable award units shall proceed to financial evaluation in accordance with the award structure specified in the RFQ.
d) Quotations proceeding to financial evaluation shall be subject to:
   i) Arithmetical checking;
   ii) Correction, where applicable; and
   iii) The pricing and financial-evaluation methodology specified in this RFQ.
e) The Contract shall be awarded to the Bidder whose applicable Quotation, Item, Lot, scope or other award unit:
   i) Is determined to be substantially responsive; and
   ii) Has the lowest Evaluated Price in accordance with the disclosed evaluation methodology, subject to satisfactory verification of the Bidder's qualifications; and approval of the award.
f) The Purchaser may verify the qualifications, evidence and information provided by the lowest evaluated substantially responsive Bidder before award.
g) No negotiation of a Quotation shall be permitted as part of the evaluation or award process.
h) The Purchaser reserves the right to:
   i) Accept a Quotation;
   ii) Reject a Quotation; or
   iii) Cancel the Quotation process at any time prior to award in accordance with applicable procurement requirements.
i) Following completion of evaluation and approval of the award, the Purchaser shall notify the Successful Bidder by issuing: Annex 4 – Letter of Award and the applicable Purchase Order, Contract Agreement or other authorized contractual instrument.
j) Upon acceptance of the Letter of Award, the applicable Contract Documents identified in Part 4 shall govern the contractual relationship between: Principal ↔ Supplier for Goods & Related Services; or: Principal ↔ Service Provider for General Services.
k) An unsuccessful Bidder may, within ten (10) days of notification of the award, request the reasons why its Quotation was unsuccessful. Any debriefing shall be conducted in accordance with applicable procurement procedures.

10) PERFORMANCE SECURITY

a) Where Performance Security is required, the RFQ shall specify:
   i) The required amount;
   ii) Form;
   iii) Applicable period; and
   iv) Other applicable requirements.
b) The Successful Bidder shall provide the Performance Security within seven (7) days of the Letter of Award unless another period is specified in the RFQ.
c) Failure by the Successful Bidder to provide required Performance Security within the applicable period may result in:
   i) Cancellation of award; and
   ii) Application of the Bid-securing declaration in accordance with Clause 6.

11) INSURANCE

a) The Bidder shall obtain and maintain any insurance required by: the applicable Incoterm, where relevant; or the RFQ and resulting Contract.

b) Where specific insurance is required, the RFQ shall identify, as applicable:
   i) Insurance type
   ii) Minimum level or limit of cover;
   iii) Applicable risk or activity;
   iv) Period for which cover must be maintained; and
   v) Evidence required.

Goods & Related Services

c) For Goods, the Bidder shall bear the risks allocated to it under the applicable:
   i) Delivery basis;
   ii) Incoterm; and
   iii) Contract.

   The allocation of risk to the Bidder does not, by itself, require the Bidder to obtain insurance against that risk.

d) Additional Goods or Related Services insurance requirements shall apply only where specified in the RFQ.

General Services

e) For General Services, required insurance may include, where applicable:
   i) Professional Indemnity;
   ii) Public Liability;
   iii) Workers' compensation or employer liability;
   iv) Cyber or technology-related insurance; or another type of insurance appropriate to the Service

f) The Bidder shall provide evidence of required insurance where expressly stated in the RFQ.

g) Insurance requirements shall be proportionate to the:
   i) Nature;
   ii) Value;
   iii) Complexity; and
   iv) Risk of the procurement

12) DELIVERY AND PERFORMANCE

Goods & Related Services

a) Where the procurement includes physical Goods, the Bidder shall ensure that the Goods are appropriately packaged and protected to prevent:
   i) Loss;
   ii) Damage; or
   iii) Deterioration during transportation, handling and delivery.

b) Goods shall be delivered to the place of delivery and within the delivery period specified in the RFQ.

c) The bidder shall provide the delivery documentation specified in the RFQ sufficient to:
   i) Identify the Goods delivered; and
   ii) Verify the Goods against the Contract requirements.

General Services

d) Where the procurement is for General Services, the Bidder shall perform the Services within the applicable:
   i) Contract Period;
   ii) Completion Period;
   iii) Service period;
   iv) Activity schedule;
   v) Milestone; or
   vi) Other performance period, specified in the RFQ.

e) General Services shall be performed in accordance with the applicable:
   i) Scope;
   ii) Quality requirements;
   iii) Technical requirements;
   iv) Functional requirements;
   v) Schedules;
   vi) Service requirements;
   vii) Performance requirements; and
   viii) Other requirements specified in the RFQ.

f) Where:
   i) Personnel;
   ii) Equipment;
   iii) Methodology;
   iv) Service records;
   v) Reports;
   vi) Deliverables; or
   vii) Other performance evidence are required, the Bidder shall provide them in accordance with Part 2.

13) PAYMENT

a) Payment shall be made within the payment period specified in the SCC following verification of the applicable:
   i) Delivery;
   ii) Provisioning;
   iii) Performance;
   iv) Milestone;
   v) Service period; or
   vi) Completion requirement subject to the receipt of a valid invoice or payment claim; and any supporting

documentation required under the Contract.

Goods & Related Services

b) For Goods & Related Services, payment may be linked to:
   i) Delivery;
   ii) Inspection;
   iii) Acceptance;
   iv) Installation;
   v) Commissioning;
   vi) Electronic provisioning;
   vii) Subscription activation;
   viii) Renewal;
   ix) Milestone completion; or
   x) Another verifiable contractual entitlement

General Services

c) For General Services, payment may be linked to:
   i) Verified Service performance;
   ii) Completed activities;
   iii) Service periods;
   iv) Approved hours or quantities;
   v) Milestones;
   vi) Deliverables;
   vii) Completion; or
   viii) Another performance basis specified in the Contract
d) Where the Contract requires certification of a payment claim, payment shall be subject to verification and certification by the Principal's Representative in accordance with Part 4.
e) Where the Contract provides for:
   i) Phased delivery;
   ii) Periodic services;
   iii) Milestone payments;
   iv) Retention; or
   v) Another payment arrangement, the applicable schedule, conditions and supporting evidence shall be specified in the RFQ and SCC.
f) Any payment required in advance of delivery, provisioning, performance or completion shall be expressly specified in the RFQ and shall remain subject to applicable procurement and financial requirements.

14) INSPECTION, VERIFICATION & ACCEPTANCE

a) During evaluation, the Purchaser may request to:
   i) Inspect;
   ii) View;
   iii) Test;
   iv) Demonstrate;
   v) Verify; or
   vi) Otherwise substantiate an offered product, Service, capability or other requirement where reasonably necessary to determine compliance with the RFQ.
b) Where:
   i) Inspection;
   ii) Testing;
   iii) Samples;
   iv) Demonstrations;
   v) Site verification;
   vi) Methodology review; or
   vii) Another verification mechanism is required for evaluation, the applicable requirement shall be specified in the RFQ.
c) Contract-stage inspection, testing, review, verification, completion and acceptance requirements shall be as specified in Part 2 and Part 4.

Goods & Related Services

d) Acceptance of Goods may include verification of:
   i) Product;
   ii) Manufacturer;
   iii) Model;
   iv) Configuration;
   v) Quantity;
   vi) Condition;
   vii) Entitlement;
   viii) Installation;
   ix) Commissioning; and
   x) Other applicable contract requirements.

General Services

e) Acceptance of General Services may include verification of:
   i) Service performance;
   ii) Completed activities;
   iii) Deliverables;
   iv) Service records;
   v) Reports;
   vi) Configuration or implementation;
   vii) Tickets or work orders;
   viii) Service-level performance;
   ix) Completion; and
   x) Other applicable Contract requirements.
f) Inspection, verification or acceptance shall not relieve the Supplier or Service Provider of obligations that continue under the Contract.

15) WARRANTY AND SERVICE PERFORMANCE

Goods & Related Services

a) Where the procurement includes Goods, the Bidder shall provide the warranty required for the period specified in the RFQ.
b) Warranty requirements may include, as applicable:
   i) Warranty Type;
   ii) Warranty Period;
   iii) Coverage;
   iv) Warranty provider;
   v) Manufacturer entitlement;
   vi) Publisher entitlement;
   vii) Support entitlement; and
   viii) Supporting evidence.
c) The Bidder shall provide warranty information or evidence sufficient to demonstrate compliance with the applicable RFQ requirements.

General Services

d) Where the procurement is for General Services, the Bidder shall ensure that it and its personnel possess the:
   i) Experience;
   ii) Competence;
   iii) Qualifications;
   iv) Certifications;
   v) Authorisations; and
   vi) Other capability required to perform the Services.
e) General Services shall be performed with the:
   i) Skill;
   ii) Care;
   iii) Diligence;
   iv) Quality;
   v) Professional competence; and
   vi) Technical competence required by the RFQ and resulting Contract.
f) Where a:
   i) Defects or Remediation Period;
   ii) Re-performance obligation;
   iii) Service Warranty; or
   iv) Other post-performance requirement applies, the applicable requirement shall be specified in the RFQ and Contract.

16) CORRUPT & FRAUDULENT PRACTICES

a) Bidders shall observe the highest standards of integrity and ethical conduct throughout the procurement process.
b) Bidders shall not engage in:
   i) Corrupt practices;
   ii) fraudulent practices;
   iii) collusive practices;
   iv) coercive practices;
   v) obstructive practices; or
   vi) prohibited conflicts of interest.
c) The Purchaser may reject a Quotation where it determines that the Bidder has engaged in a prohibited practice in connection with the procurement.
d) Prohibited conduct may also result in:
   i) Suspension;
   ii) Debarment;
   iii) Termination;
   iv) Prosecution; or
   v) Other action in accordance with applicable procurement requirements and the laws of Samoa.

END OF PART 1 — INSTRUCTIONS TO BIDDERS

PART 2 – DESCRIPTION / REQUIREMENTS

1. Requirement Overview

Samoa Water Authority (SWA) requires the supply and delivery of specified mobile end user computing devices and associated memory upgrade components.

The procurement comprises:

- three laptop configurations; and
- two separately orderable memory upgrade components.

Actual quantities will be determined by SWA according to operational requirements, available budget and applicable quoted pricing.

All Goods shall comply with the requirements specified in this Part 2.

2. Goods Requirements

2.1 Goods / Item Schedule

Item Ref.	Item / Description	Quantity Basis
G-01	Dell Pro Max 16 — Order Code cto08_mc16250_nz	Variable according to SWA requirements
G-02	Dell Pro Max 16 Plus — Order Code cto04_mb16250_nz	Variable according to SWA requirements
G-03	Framework Laptop 16 — configuration specified in this Part 2	Variable according to SWA requirements
G-04	16 GB Memory Module for G-01	Variable according to SWA requirements
G-05	32 GB Memory Module for G-02	Variable according to SWA requirements

Pricing, applicable Volume Bands and other commercial particulars are specified in Part 3.

2.2 Technical Requirements

Ref.	Applies To	Requirement	Classification
G-REQ-01	G-01	Dell Pro Max 16, Order Code cto08_mc16250_nz	Mandatory
G-REQ-02	G-01	Intel Core Ultra 7 255H processor	Mandatory
G-REQ-03	G-01	16 GB memory	Mandatory
G-REQ-04	G-01	512 GB SSD storage	Mandatory

G-REQ-05	G-01	16-inch FHD+ non-touch display	Mandatory
G-REQ-06	G-01	Windows 11 Pro	Mandatory
G-REQ-07	G-02	Dell Pro Max 16 Plus, Order Code cto04_mb16250_nz	Mandatory
G-REQ-08	G-02	Intel Core Ultra 9 285HX processor	Mandatory
G-REQ-09	G-02	NVIDIA RTX PRO 3000 Blackwell Generation graphics, 12 GB GDDR7	Mandatory
G-REQ-10	G-02	32 GB memory	Mandatory
G-REQ-11	G-02	1 TB SSD storage	Mandatory
G-REQ-12	G-02	16-inch FHD+ non-touch display	Mandatory
G-REQ-13	G-02	Windows 11 Pro	Mandatory
G-REQ-14	G-03	Framework Laptop 16	Mandatory
G-REQ-15	G-03	AMD Ryzen AI 9 HX 370 processor	Mandatory
G-REQ-16	G-03	Framework Laptop 16 Graphics Module — NVIDIA GeForce RTX 5070, 12 GB	Mandatory
G-REQ-17	G-03	64 GB memory comprising 2 × 32 GB	Mandatory
G-REQ-18	G-03	2 TB storage	Mandatory
G-REQ-19	G-03	Windows 11 Pro	Mandatory
G-REQ-20	G-03	AU/NZ power adapter	Mandatory
G-REQ-21	G-03	One Piece Haptic Touchpad	Mandatory
G-REQ-22	G-03	International English (2nd Gen) keyboard	Mandatory
G-REQ-23	G-03	Input Modules comprising 2 × Spacer Modules (Black) and 1 × Numpad (2nd Gen)	Mandatory
G-REQ-24	G-03	Expansion Cards specified in Section 2.3	Mandatory
G-REQ-25	G-04	16 GB memory module of the correct type and specification for the G-01 configuration specified in this RFQ	Mandatory
G-REQ-26	G-04	Suitable for installation by SWA to upgrade the specified G-01 configuration from 16 GB to 32 GB memory	Mandatory
G-REQ-27	G-05	32 GB memory module of the correct type and specification for the G-02 configuration specified in this RFQ	Mandatory
G-REQ-28	G-05	Suitable for installation by SWA to upgrade the specified G-02 configuration from 32 GB to 64 GB memory	Mandatory
G-REQ-29	G-04, G-05	Memory modules shall be fully compatible with the applicable Dell laptop configuration and their	Mandatory

		installation and use shall not adversely affect applicable manufacturer warranty or support	
G-REQ-30	G-04, G-05	Genuine Dell OEM memory is preferred	Desirable
G-REQ-31	G-01–G-05	Goods shall be new, genuine and unused	Mandatory
G-REQ-32	G-01–G-05	Goods shall correspond to the specified product, configuration or applicable component requirement	Mandatory
G-REQ-33	G-01–G-05	Goods shall be eligible for the applicable manufacturer warranty and support entitlement	Mandatory
G-REQ-34	G-01–G-05	Bidder shall identify the offered model, configuration, SKU, part number or other sufficient product identifier, as applicable	Response Required

For G-01 and G-02, the specified Dell Order Code identifies the required hardware configuration.

Unless expressly stated otherwise in this Part 2, optional or configurable manufacturer:

- software trials;
- subscriptions;
- security software;
- extended warranty or support upgrades;
- premium service plans; or
- other non-hardware options

associated with a manufacturer configuration or Order Code are not required.

2.3 Framework Laptop 16 Expansion Cards

Each G-03 Framework Laptop 16 shall be supplied with the following Expansion Cards:

Expansion Card	Quantity
USB-C — Aluminum/Silver	3
USB-A (2nd Gen) — Aluminum/Silver	1
HDMI (3rd Gen)	1
Ethernet	1
WisdPi 10G Ethernet	1
DisplayPort (2nd Gen)	1
MicroSD (2nd Gen)	1
SD	1
Audio	1

The specified Expansion Cards shall be supplied with each G-03 unit whether or not all cards can be installed simultaneously.

3. Delivery Requirements

Ref.	Applies To	Requirement	Classification
DEL-01	G-01–G-05	Where Goods are supplied from within Samoa, they shall be delivered to **c/o CIT Division, Samoa Water Authority Headquarters, TATTE Building, Level 2, Apia, Samoa**	Mandatory
DEL-02	G-01–G-05	Where Goods are supplied under the overseas DAP Supply Basis specified in Part 3, they shall be delivered to the applicable bidder-nominated delivery or collection point in Apia in accordance with **DAP — Incoterms® 2020**	Mandatory
DEL-03	G-01–G-05	The **Required Fulfilment Period** is no later than six (6) weeks from receipt of the applicable Purchase Order or other formal Award instrument authorising supply	Mandatory
DEL-04	G-01–G-05	Partial delivery before expiry of the applicable Required Fulfilment Period is permitted	Permitted
DEL-05	G-01–G-05	Goods shall be appropriately packaged and protected for transportation and delivery	Mandatory
DEL-06	G-01–G-03	Each laptop shall be supplied complete with the components, modules, accessories and power adapter forming part of its specified configuration	Mandatory
DEL-07	G-01–G-05	Where a manufacturer-side supply constraint arises after Award, the Supplier shall promptly notify SWA of the affected Goods, the reason for the constraint and the revised expected fulfilment date. SWA may consider a revised fulfilment period arising from the manufacturer-side supply constraint. Any extension of the Required Fulfilment Period shall be subject to the applicable extension and amendment provisions of Part 4. This does not permit a Bidder to offer a fulfilment period exceeding the Required Fulfilment Period at the time of Quotation.	Mandatory

For Goods supplied from within Samoa, fulfilment occurs when the Goods are physically delivered to the SWA delivery destination specified in DEL-01.

For Goods supplied under the overseas DAP Supply Basis, fulfilment occurs when the Goods are delivered to the applicable bidder-nominated delivery or collection point in Apia in accordance with the applicable DAP rule under Incoterms® 2020.

SWA may consider a revised fulfilment period arising from a manufacturer-side supply constraint. Any extension of the Required Fulfilment Period shall be subject to the applicable extension and amendment provisions of Part 4.

DEL-07 does not permit a Bidder to offer a fulfilment period exceeding the requirement specified in DEL-03. It applies where a manufacturer-side supply constraint affects performance following Award.

Partial delivery does not alter the Supplier's obligation to supply the complete quantity ordered by SWA.

4. Warranty, Supply Channel and Support Requirements

4.1 Standard Warranty Requirements

Ref.	Applies To	Requirement	Classification
SUP-01	G-01–G-03	Laptop computers shall be supplied with the standard manufacturer warranty and support entitlement applicable to the supplied Goods	Mandatory
SUP-02	G-04, G-05	Memory components shall be supplied with the applicable manufacturer or component warranty	Mandatory
SUP-03	G-01–G-05	Goods shall be sourced through a legitimate manufacturer, authorised distributor, authorised reseller or other recognised supply channel, as applicable	Mandatory
SUP-04	G-01–G-05	The supply channel used shall be sufficient to ensure that the supplied Goods are genuine and eligible for the applicable manufacturer warranty and support entitlement	Mandatory
SUP-05	G-01, G-02, G-04, G-05	For Dell Goods, the Bidder shall demonstrate an appropriate Dell-authorised partner, reseller, distributor or other authorised supply arrangement sufficient to provide the applicable manufacturer warranty entitlement	Mandatory
SUP-06	G-03	For Framework Goods, the Bidder shall demonstrate a legitimate supply arrangement through Framework or an applicable authorised or recognised supply channel sufficient to provide the applicable manufacturer warranty entitlement	Mandatory
SUP-07	G-01–G-05	The Supplier shall facilitate legitimate manufacturer warranty claims relating to Goods supplied under the Contract where engagement with the manufacturer, distributor, reseller or other upstream supply channel is required	Mandatory
SUP-08	G-01–G-05	Bidder shall state the applicable manufacturer warranty period and identify the process through which SWA may exercise the warranty entitlement	Response Required
SUP-09	G-01–G-05	Bidder shall identify the proposed manufacturer, distributor, reseller or other supply channel relevant to the Goods offered	Response Required

Routine ICT support, routine maintenance and installation of the separately supplied G-04 and G-05 memory modules are not required from the Supplier.

SWA may undertake routine maintenance, component replacement and other internally serviceable hardware activities using its own technical personnel.

The Supplier's support obligation under this RFQ relates to the applicable manufacturer warranty and support entitlement and to facilitation of legitimate warranty claims where upstream supplier or manufacturer engagement is required.

Where a manufacturer warranty arrangement requires processing through the original or supported supply channel, the Supplier shall facilitate the applicable warranty claim through that channel.

5. Inspection, Verification and Acceptance

5.1 Inspection and Verification

Following physical receipt of the applicable Goods, SWA may inspect and verify the Goods before acceptance.

Ref.	Applies To	Acceptance / Verification Requirement
ACC-01	G-01–G-05	Verify the supplied Goods and quantities correspond to the applicable order
ACC-02	G-01–G-03	Verify manufacturer, model and material configuration against the applicable requirements of this Part 2
ACC-03	G-01–G-03	Verify Windows 11 Pro is supplied as specified
ACC-04	G-03	Verify the specified Input Modules, Expansion Cards and NVIDIA GeForce RTX 5070 Graphics Module are supplied
ACC-05	G-04	Verify the supplied 16 GB memory module is appropriate for the specified G-01 configuration
ACC-06	G-05	Verify the supplied 32 GB memory module is appropriate for the specified G-02 configuration
ACC-07	G-01–G-05	Verify Goods are new, genuine and unused and eligible for the applicable manufacturer warranty/support entitlement
ACC-08	G-01–G-05	Inspect Goods for material physical or transit damage
ACC-09	G-01–G-03	Undertake basic functional verification where reasonably necessary to confirm compliance with the disclosed requirements
ACC-10	G-01–G-05	Verify the applicable manufacturer warranty/support entitlement and relevant product or serial identification

Inspection, verification and acceptance shall be limited to the requirements disclosed in the RFQ and shall not introduce additional technical requirements after Award.

5.2 Inspection and Acceptance Period

The **Inspection and Acceptance Period** is:

Ten (10) Business Days from physical receipt of the applicable Goods by SWA.

Within the Inspection and Acceptance Period, SWA may undertake the inspection and verification reasonably required under Section 5.1 and shall notify the Supplier of any material non-conformity identified in the applicable Goods.

Where SWA does not notify the Supplier of a material non-conformity within the Inspection and Acceptance Period, the applicable Goods shall be **deemed accepted** upon expiry of that period.

Where SWA notifies the Supplier of a material non-conformity within the Inspection and Acceptance Period, the affected Goods shall not be accepted unless and until the non-conformity is resolved in accordance with the Contract.

Physical receipt of the Goods does not itself constitute acceptance.

Acceptance or deemed acceptance does not prejudice any applicable rights relating to:

- latent defects not reasonably discoverable during the Inspection and Acceptance Period;
- fraud or misrepresentation; or
- defects or failures covered by the applicable manufacturer or component warranty.

Following acceptance or deemed acceptance, qualifying hardware defects or failures arising within the applicable manufacturer or component warranty period shall be addressed through the applicable warranty and support arrangements specified in this Part 2 and the Contract.

6. Bidder Technical and Supply Response

The Bidder shall provide sufficient information to enable SWA to verify compliance of the Goods offered with this Part 2.

Item	Required Bidder Response
G-01	Confirm the Dell Pro Max 16 order/configuration reference and compliance with the specified hardware configuration
G-02	Confirm the Dell Pro Max 16 Plus order/configuration reference and compliance with the specified hardware configuration
G-03	Confirm the Framework Laptop 16 configuration, Graphics Module, Input Modules and Expansion Cards
G-04	Identify the manufacturer and part number of the memory module and confirm compatibility with the specified G-01 configuration
G-05	Identify the manufacturer and part number of the memory module and confirm compatibility with the specified G-02 configuration
G-01–G-05	State the applicable manufacturer warranty entitlement and warranty-claim process
G-01–G-05	Identify the relevant manufacturer, distributor, reseller or other legitimate supply channel through which the Goods will be sourced and supported

Manufacturer configuration information, product information, partner/reseller information, supply-channel evidence or other supporting information may be provided where reasonably necessary to demonstrate material compliance.

Extensive technical documentation is not required where the Goods, configuration, supply channel and applicable warranty entitlement can otherwise be adequately verified.

7. Commercial Response

The Bidder shall provide the corresponding Commercial Offer for all Items in accordance with **Part 3 — Request for Quotation / Commercial Offer**.

Part 3 specifies the applicable:

- quotation scope;
- Volume Bands;
- Unit Price requirements;
- permitted currencies;
- foreign-exchange treatment;
- tax treatment;
- pricing and delivery basis;
- Supply Basis;
- and other commercial particulars.

All costs necessary for the Supplier to satisfy the requirements of this Part 2 shall be included in the applicable pricing required by Part 3 unless the RFQ expressly provides otherwise.

END OF PART 2 — DESCRIPTION / REQUIREMENTS

PART 3 – REQUEST FOR QUOTATION

SECTION A — RFQ PARTICULARS

Prepared by SWA

A1. Commercial Particulars

Particular	Requirement
RFQ Reference	CIT-RFQ-2026-09-001
Submission Deadline	28th September 2026, 5:00 PM (Samoa Time)
Submission Tender Email	tenders@swa.gov.ws
Quotation Validity Period	90 days from the Submission Deadline
Permitted Quotation Currency	SAT or NZD
Quotation Currency Basis	One currency shall be used for the entire Commercial Offer
Evaluation Currency	SAT
Tax Basis	VAGST exclusive
Price Basis	Unit Price by SWA-defined Volume Band
Commercial Unit	Each
Quotation Scope	Complete Quotation required for G-01 to G-05
Volume Pricing Scope	All prescribed Volume Bands shall be priced for every Item
Award Basis	Award may be made by individual Item based on the applicable Volume Band for the quantity selected
Alternative Offers	Not permitted

Where a commercial particular is fixed by SWA, the Bidder is not required to restate or reconfirm it except where this Part expressly requires a response.

A2. Commercial Response Structure

The following Part 2 procurement objects require a Commercial Offer.

Part 2 Ref.	Commercial Response Required	Section B Schedule	Price Treatment	Commercial Unit
G-01	Unit Price for VB-01 and VB-02	B2	EP	Each
G-02	Unit Price for VB-01 and VB-02	B2	EP	Each
G-03	Unit Price for VB-01 and VB-02	B2	EP	Each
G-04	Unit Price for VB-01 and VB-02	B2	EP	Each
G-05	Unit Price for VB-01 and VB-02	B2	EP	Each

EP means the quoted price is included in financial evaluation in accordance with the evaluation methodology applicable to this RFQ.

The prices entered in Section B2 are the authoritative Bidder prices for the applicable Goods and Volume Bands.

Technical, delivery, warranty, support and acceptance requirements established in Part 2 do not become separate pricing objects.

All costs for which the Supplier is responsible under the applicable pricing and delivery basis shall be incorporated into the relevant Unit Prices.

A3. Quantity and Commercial Unit Parameters

The Purchase Quantity of each Item is variable and will be determined by SWA according to its operational requirements and available budget.

The applicable Commercial Unit is: **Each**

SWA does not guarantee a minimum Purchase Quantity for any Item.

The Volume Bands specified in Section A6 provide the common quantity configurations against which Bidders are required to quote.

The Volume Bands do not create:

- a minimum purchase commitment;
- a standing arrangement;
- a framework arrangement;
- a call-off arrangement; or
- a right for SWA to make subsequent purchases under this Quotation.

The quantity selected for an Item under this procurement determines the applicable Volume Band and corresponding quoted Unit Price.

A4. Currency and Evaluation Conversion

A4.1. Quotation Currency

The Bidder shall select **one** of the following currencies for its entire Commercial Offer:

- Samoan Tala (**SAT**); or
- New Zealand Dollar (**NZD**).

Mixed-currency Quotations are not permitted.

Every Unit Price entered in Section B2 shall be expressed in the single Quotation Currency selected by the Bidder.

A4.2. Evaluation Currency

The Evaluation Currency is:

Samoan Tala (SAT)

A Quotation submitted in SAT requires no currency conversion for evaluation.

A Quotation submitted in NZD will be converted by SWA to SAT for evaluation purposes.

A4.3. NZD to SAT Evaluation Conversion

For evaluation purposes, SWA will convert NZD prices to SAT using the arithmetic average of the applicable:

- ANZ Samoa Telegraphic Transfer Sell Rate; and
- BSP Samoa Telegraphic Transfer Sell Rate,

for NZD on the Submission Deadline.

Where an applicable rate is not published or otherwise available from either source on the Submission Deadline, SWA will use the most recently published applicable Telegraphic Transfer Sell Rate from that source before the Submission Deadline.

SWA will perform the evaluation conversion.

The Bidder shall not calculate or submit an Evaluated Price.

A4.4. Effect of Evaluation Conversion

Conversion of an NZD Quotation to SAT is solely for financial evaluation and comparison.

It does not:

- convert the Bidder's NZD Quotation into a SAT Quotation;
- establish a fixed SAT Contract Price or settlement amount; or
- alter the currency in which the Bidder submitted its Commercial Offer.

Where an Award is made on the basis of an NZD Quotation, the accepted price remains denominated in NZD.

Subsequent movement in the SAT/NZD exchange rate does not alter the evaluation result or ranking established using the evaluation conversion methodology above.

A5. Pricing and Delivery Basis

A5.1. General

The applicable pricing and delivery basis for each Item depends on whether that Item is supplied from within or outside Samoa.

The Bidder shall identify the applicable Supply Basis for each Item in Section B1.3 and price that Item on the corresponding basis specified below.

All prices shall be **VAGST exclusive**.

A5.2. Goods Supplied from within Samoa

Where an Item is supplied from within Samoa, the quoted Unit Price shall be:

VAGST-exclusive, delivered to Samoa Water Authority Headquarters, c/o CIT Division, TATTE Building, Level 2, Apia, Samoa.

The Unit Price shall include all costs necessary for the Supplier to supply and deliver the Goods to the specified SWA delivery destination in accordance with the RFQ.

No separate freight, handling, transportation or delivery charge will be payable by SWA.

A5.3. Goods Supplied from outside Samoa

Where an Item is supplied from outside Samoa, the applicable delivery basis is:

DAP — Bidder-nominated delivery/collection point, Apia, Samoa — Incoterms® 2020

The quoted Unit Price shall be VAGST exclusive and shall include all costs for which the Supplier is responsible under the applicable **DAP — Bidder-nominated delivery/collection point, Apia, Samoa — Incoterms® 2020** basis, together with any other costs expressly required to be included under this RFQ.

For each Item offered on this basis, the Bidder shall identify in Section B1.3 the nominated carrier, freight forwarder, terminal, depot or other delivery/collection point and its physical location or address in Apia.

The nominated location forms the named DAP delivery/collection point for the applicable Item.

SWA shall be responsible for applicable Samoa import clearance and buyer-side customs duties, taxes and governmental charges in accordance with the applicable DAP rule and Part 4.

The Supplier shall provide the documentation and information reasonably required for SWA to undertake applicable import clearance and collect or receive the Goods.

A5.4. Fulfilment Period

The delivery requirements and delivery period are specified in Part 2.

The required fulfilment period is:

No later than six (6) weeks from receipt of the applicable Purchase Order or other Award instrument authorising supply.

For Goods supplied from within Samoa, the Goods shall be delivered to the specified SWA delivery destination within that period.

For Goods supplied from outside Samoa under the DAP Supply Basis, the Goods shall be made available to SWA at the applicable bidder-nominated DAP delivery/collection point in Apia within that period.

The Bidder is not required to propose an alternative fulfilment or delivery period.

A5.5. Price Completeness

The Bidder is responsible for determining all costs necessary to fulfil its obligations on the applicable pricing and delivery basis.

No mandatory cost for which the Supplier is responsible under the applicable pricing and delivery basis may be omitted from the quoted Unit Price and subsequently charged separately to SWA.

For G-04 and G-05, the quoted Unit Price is for **supply only**.

Installation will be undertaken by SWA and no installation charge shall be included.

A6. SWA-Defined Volume Bands

A6.1. Volume Bands

The following Volume Bands apply independently to each Item:

Volume Band	Quantity	Pricing Application
VB-01	1–5 units	Whole-band
VB-02	6 or more units	Whole-band

The Bidder shall provide a Unit Price for **each Volume Band for every Item**.

Volume Bands apply independently to each Item.

Quantities of different Items shall not be aggregated for the purpose of determining the applicable Volume Band.

A6.2. Whole-Band Pricing

Volume Band pricing is applied on a **whole-band basis**.

Where the quantity selected for an Item falls within a Volume Band, the Unit Price quoted for that Volume Band applies to **all units of that Item**.

For example, where eight (8) units of an Item are selected, the VB-02 Unit Price applies to all eight units.

Volume Band pricing is not marginal or incremental.

A6.3. Commercial Configuration

Each Item and Volume Band constitutes a separate commercial pricing configuration.

Bidders shall not:

- redefine a Volume Band;
- combine Volume Bands;
- subdivide a Volume Band;
- omit a required Volume Band;
- substitute another volume structure; or
- impose an additional minimum quantity as a condition of the quoted Unit Price.

The Volume Bands do not constitute a commitment by SWA to purchase any particular quantity.

A7. Financial Evaluation Basis

A7.1. Comparable Evaluation Basis

Financial evaluation will be undertaken in the Evaluation Currency specified in Section A4 and on a comparable cost basis.

Where SWA would incur applicable non-recoverable import duties or other mandatory buyer-side governmental import charges as a consequence of the Supply Basis offered for an Item, those applicable amounts will be included by SWA in the Evaluated Price for that Item and Volume Band.

Recoverable VAGST will be excluded from the financial evaluation.

SWA will perform any applicable evaluation conversion and normalisation.

The Bidder shall not calculate or submit an Evaluated Price.

A7.2. Independent Item and Volume Band Evaluation

Each **Item × Volume Band** will be financially evaluated and ranked independently.

For each applicable Item × Volume Band, the substantially responsive Quotation with the **lowest Evaluated Price** will be ranked **Rank 1** for that configuration.

Financial evaluation will not:

- average prices across Volume Bands;
- aggregate quantities across different Items;
- apply a synthetic Purchase Quantity; or
- combine Item prices for the purpose of establishing a single overall financial ranking.

The Purchase Quantity subsequently selected for an Item determines the applicable Volume Band and therefore the corresponding financial ranking for that Item.

A8. Quotation Validity and Procurement Scope

The Commercial Offer shall remain valid for **90 days from the Submission Deadline**.

During that period, the quoted Unit Prices shall remain fixed in the Quotation Currency selected by the Bidder.

The Quotation Validity Period provides SWA with the period within which it may complete the procurement process and accept the applicable Commercial Offer through an Award, Purchase Order or other authorised instrument.

The Volume Bands and quoted prices apply only to this procurement.

They do not establish:

- a standing offer;
- a framework arrangement;
- a call-off arrangement;
- an ongoing price list; or
- a right for SWA to place subsequent orders under the same Quotation.

Any later requirement not forming part of this procurement will be subject to a new procurement process.

SECTION B — COMMERCIAL OFFER

Completed by the Bidder

The Bidder shall complete all required fields in this Section.

A blank price field has no assumed commercial meaning.

B1. Bidder Identity, Quotation Currency and Supply Basis

B1.1. Bidder Identity

Particular	Bidder Response
Registered Legal Name	
Trading Name, if applicable	
Country of Registration	
Registration / Incorporation Number	
Tax Identification Number (TIN)	
Registered Address	
Contact Person	
Email	
Telephone	

B1.2. Quotation Currency

Select **one**:

- SAT
- NZD

The selected currency applies to the entire Commercial Offer.

B1.3. Supply Basis

The Bidder shall identify the applicable Supply Basis for **each Item**.

Select one Supply Basis for each Item:

- **Domestic** — Goods supplied from within Samoa in accordance with Section A5.2; or
- **Overseas DAP** — Goods supplied from outside Samoa in accordance with Section A5.3.

Where **Overseas DAP** is selected, the Bidder shall identify the nominated delivery/collection point in Apia.

Part 2 Ref.	Supply Basis — select one	DAP Delivery / Collection Point, if applicable	Physical Location / Address in Apia, if applicable
G-01	[ ] Domestic [ ] Overseas DAP		
G-02	[ ] Domestic [ ] Overseas DAP		
G-03	[ ] Domestic [ ] Overseas DAP		
G-04	[ ] Domestic [ ] Overseas DAP		
G-05	[ ] Domestic [ ] Overseas DAP		

Where Overseas DAP is selected, the nominated carrier, freight forwarder, terminal, depot or other identified location becomes the named DAP delivery/collection point for the applicable Item.

B2. Volume Pricing Schedule

All Unit Prices shall be **VAGST exclusive** and stated in the single Quotation Currency selected in Section B1.2.

Part 2 Ref.	Item	Volume Band	Quantity	Commercial Unit	Unit Price
G-01	Dell Pro Max 16 — Order Code cto08_mc16250_nz	VB-01	1–5	Each	
G-01	Dell Pro Max 16 — Order Code cto08_mc16250_nz	VB-02	6+	Each	
G-02	Dell Pro Max 16 Plus — Order Code cto04_mb16250_nz	VB-01	1–5	Each	
G-02	Dell Pro Max 16 Plus — Order Code cto04_mb16250_nz	VB-02	6+	Each	
G-03	Framework Laptop 16 — configuration specified in Part 2	VB-01	1–5	Each	
G-03	Framework Laptop 16 — configuration specified in Part 2	VB-02	6+	Each	
G-04	16 GB Memory Module for G-01 — supply only, installation by SWA	VB-01	1–5	Each	
G-04	16 GB Memory Module for G-01 — supply only, installation by SWA	VB-02	6+	Each	
G-05	32 GB Memory Module for G-02 — supply only, installation by SWA	VB-01	1–5	Each	
G-05	32 GB Memory Module for G-02 — supply only, installation by SWA	VB-02	6+	Each	

No aggregate or Grand Total is required.

B3. Commercial Offer Declaration

The Bidder confirms that:

- this Commercial Offer covers all Goods identified as G-01 to G-05 in Part 2;
- a Unit Price has been provided for every prescribed Volume Band for every Item;
- all prices are stated in the single Quotation Currency selected in Section B1.2;
- the Goods priced correspond to the applicable Goods requirements in Part 2;
- all quoted prices are VAGST exclusive;
- the applicable Supply Basis has been identified for each Item in Section B1.3;
- each quoted price has been prepared in accordance with the applicable pricing and delivery requirements specified in Section A5;
- where Overseas DAP is selected, the applicable DAP delivery/collection point has been identified in Section B1.3;
- all costs for which the Supplier is responsible under the applicable pricing and delivery basis are included in the quoted Unit Prices;
- the Commercial Offer is submitted on the requirements and terms of the RFQ;
- the quoted Unit Prices remain fixed in the selected Quotation Currency for the applicable Quotation Validity Period; and
- the person signing this Commercial Offer is authorised to submit the Quotation on behalf of the Bidder.

Particular	Bidder Response
Authorised Signatory	
Position	
Signature	
Date	

COMMERCIAL RESPONSE RULES

1. **Authoritative Pricing Schedule.** Section B2 is the authoritative pricing schedule for the Goods covered by this RFQ.
2. **Complete Quotation Required.** Bidders must submit a complete Quotation for all Items identified in Part 2 and must provide a Unit Price for every prescribed Volume Band for every Item. Partial Quotations are not permitted. Failure to quote any required Item or Volume Band will render the Quotation non-compliant.
3. **Single Quotation Currency.** All Unit Prices shall be stated in the single currency selected in Section B1.2. Mixed-currency Quotations are not permitted.
4. **No Silent Inference.** SWA will not infer a price from a blank field, attachment or unrelated response.
5. **Whole-Band Pricing.** The Unit Price for the applicable Volume Band applies to all units of the applicable Item.
6. **Independent Item Quantities.** Volume Bands apply independently to each Item. Quantities of different Items are not aggregated.
7. **Item-Level Supply Basis.** The applicable Supply Basis shall be identified separately for each Item in Section B1.3.
8. **Overseas DAP Point.** Where Overseas DAP is selected for an Item, the Bidder shall identify the applicable delivery/collection point in Apia in Section B1.3.
9. **VAGST Exclusive.** All Unit Prices shall be exclusive of VAGST.
10. **Fixed Prices.** Unit Prices shall remain fixed in the Bidder's selected Quotation Currency during the Quotation Validity Period.
11. **NZD Evaluation Conversion.** Where the selected Quotation Currency is NZD, SWA will perform the SAT evaluation conversion in accordance with Section A4.
12. **Evaluation Normalisation.** Where applicable, SWA will perform financial evaluation adjustments required to establish a comparable cost basis in accordance with Section A7.
13. **Currency of Accepted Offer.** Evaluation conversion or normalisation does not alter the currency of the Bidder's Commercial Offer. An accepted NZD price remains denominated in NZD.
14. **Independent Financial Ranking.** Each Item × Volume Band is financially evaluated and ranked independently in accordance with Section A7.
15. **No Bidder-Defined Commercial Conditions.** The Bidder shall not redefine the pricing basis, Volume Bands, quotation scope, applicable Supply Basis options or other SWA-determined commercial parameters through its Commercial Offer.
16. **External Terms.** Supplier, manufacturer, distributor or other external commercial terms submitted with the Quotation do not override or amend the RFQ merely by being attached or referenced. A conflicting condition may affect the responsiveness of the Quotation in accordance with Part 1.

17. **No Repeat Purchasing Right.** The quoted Unit Prices and Volume Bands apply only to this procurement and do not establish a standing or repeat-purchasing arrangement.
18. **Supporting Attachments.** An upstream manufacturer or distributor quotation may support the Bidder's Commercial Offer but does not replace the Unit Prices required in Section B2 and does not constitute a separate authoritative pricing schedule.
19. **Clarification.** Any clarification of the Commercial Offer is subject to Part 1. Nothing in this Part creates an entitlement for a Bidder to materially revise an incomplete or non-compliant Commercial Offer after the Submission Deadline.
20. **Award Interface.** The quantity of an Item selected under this procurement determines the applicable Volume Band. The Award or applicable Purchase Order will identify the Item, quantity, applicable Volume Band, Supplier and accepted Unit Price.
21. **Contract Handoff.** The accepted Commercial Offer is subject to Part 4 and the applicable Award, Contract or Purchase Order.

END OF PART 3 — REQUEST FOR QUOTATION

PART 4A – GENERAL CONDITIONS OF CONTRACT

GOODS & RELATED SERVICES

1) APPLICATION CONTEXT

a) These General Conditions of Contract apply to contracts for the procurement of Goods and Related Services awarded through a Request for Quotation process in accordance with the applicable Government of Samoa procurement framework.

2) NAMES OF PARTIES

a) The party purchasing the Goods and Related Services under the Contract is referred to as the Principal.
b) The party contracted to supply the Goods and Related Services under the Contract is referred to as the Supplier.

3) CONTRACT DOCUMENTS

a) Subject to the order of precedence established under Clause 4, all documents forming the Contract, and all parts thereof, are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

4) ENTIRE AGREEMENT

a) The Contract constitutes the entire agreement between the Principal and the Supplier and supersedes all prior communications, negotiations, representations and agreements, whether written or oral, relating to the subject matter of the Contract.
b) The Contract comprises the following documents, which shall be read together:
   i) The Letter of Award and/or Contract Agreement, where applicable;
   ii) The Special Conditions of Contract;
   iii) These General Conditions of Contract;
   iv) Part 2 – Description / Requirements, including any schedules forming part thereof;
   v) The Supplier's accepted Commercial Offer and any other portions of its Quotation expressly incorporated into the Contract;
   vi) Any annexes expressly identified as forming part of the Contract; and
   vii) Any other document expressly incorporated into the Contract by written agreement of the parties.
c) In the event of any inconsistency between the Contract Documents, the following order of precedence shall apply:
   i) The Letter of Award and/or Contract Agreement;
   ii) The Special Conditions of Contract;
   iii) The General Conditions of Contract;
   iv) Part 2 – Description / Requirements, including applicable schedules;
   v) The Supplier's accepted Commercial Offer;
   vi) Any other portions of the Supplier's Quotation expressly incorporated into the Contract; and
   vii) Any other Annexes or documents expressly incorporated in the Contract.
d) A document included in, submitted with, or otherwise associated with the procurement process shall not form part of the Contract unless it is expressly identified or incorporated as a Contract Document.

5) CONTRACT PERIOD

a) The Contract shall commence on the Commencement Date specified in the Special Conditions of Contract and shall continue for the Contract Period specified in the Special Conditions of Contract, unless terminated earlier in accordance with the Contract.
b) Where the Contract requires delivery, provisioning, installation, commissioning or completion of specified Goods or Related Services within a particular period, the applicable delivery, provisioning, completion date or period shall be as specified in the Contract.
c) Expiry or completion of the Contract shall not affect any rights, obligations or liabilities which have accrued before that date or which, by their nature or under the Contract, are intended to continue after expiry or completion.

6) CONTRACT PRICE

a) The Principal shall pay the Supplier the Contract Price specified in the Special Conditions of Contract, subject to any additions, adjustments or deductions permitted under the Contract.
b) Unless otherwise specified in the Contract, the Contract Price shall include all costs necessary for the Supplier to perform its obligations under the Contract, including all applicable taxes, duties, fees, charges and other costs for which the Supplier is responsible.
c) The Supplier shall submit a claim for payment or invoice in accordance with the payment arrangements specified in the

Special Conditions of Contract. Each claim or invoice shall:
   i) Identify the Contract and the Goods and/or Related Services to which the claim relates;
   ii) State the amount claimed and the applicable Contract price, rate or pricing basis;
   iii) Identify the Goods delivered, licenses or subscriptions provisioned, and/or Related Services performed, as applicable;
   iv) Identify any previous payments relevant to the claim, where applicable; and
   v) Include any supporting documentation reasonably required under the Contract to verify the amount claimed.

d) The Principal shall verify each claim for payment or invoice against the Contract and shall pay any amount properly due within the payment period specified in the Special Conditions of Contract.
e) The Supplier shall not be entitled to payment for any Goods, Related Services, quantities, charges or other amounts that have not been authorized in accordance with the Contract.

7) PRINCIPAL'S REPRESENTATIVE

a) The Principal's Representative shall be an employee of the Principal responsible for liaising with the Supplier and for the general administration and supervision of the Contract.
b) The Principal's Representative shall be identified in the Special Conditions of Contract.

8) AMENDMENT

a) No amendment to the Contract shall be effective unless it:
   i) Is made in writing;
   ii) Is dated and expressly identifies the Contract and the provision or requirement being amended; and
   iii) Is agreed and signed by duly authorized representatives of both Parties.
b) Instructions, approvals, communications or administrative actions of the Principal's Representative in the ordinary administration of the Contract shall not constitute an amendment to the Contract unless made in accordance with Clause 8(a).
c) Where the Supplier becomes aware of circumstances that may delay the delivery, provisioning, performance or completion of the Goods or Related Services, the Supplier shall promptly notify the Principal in writing of:
   i) The circumstances and cause of the delay;
   ii) The Goods, Related Services or contractual obligations affected;
   iii) The likely duration and effect of the delay, where reasonably known; and
   iv) The measures being taken or proposed to mitigate the delay.
d) Having considered a notice under Clause 8(c), the Principal may agree to extend the applicable delivery, provisioning, performance or completion period where the circumstances reasonably justify an extension.
e) Any extension agreed under Clause 8(d) shall be recorded in writing in accordance with Clause 8(a).

9) LANGUAGE

a) The applicable language of the Contract shall be English.

10) LAW

a) The Contract shall be governed by and construed in accordance with the laws of Samoa.

11) INTERPRETATION

a) Unless the context otherwise requires:
   i) Words in the singular include the plural and words in the plural include the singular;
   ii) Words indicating one gender include all genders; and
   iii) All monetary references shall be to Samoan Tala unless otherwise stated in the Contract.

12) COMMUNICATIONS / NOTICES

a) Any communication or notice required under the Contract shall be in writing and delivered to the applicable address specified in the Special Conditions of Contract.
b) A communication or notice may be delivered by hand, post, courier, electronic mail, or other written electronic means expressly permitted in the Special Conditions of Contract, provided that proof of transmission or receipt is available.
c) A communication or notice shall take effect when received, or on any later effective date stated in the communication or notice.
d) Either party may change its address for communications or notices by giving written notice to the other party in accordance with

this Clause.

13) COPYRIGHT

a) Both Parties shall comply with the requirements of the Copyright Act 1998 and applicable international conventions concerning copyright and material produced by third parties.

b) Each Party shall ensure that any copyright material it provides or uses for the purposes of the Contract is used with the necessary authority, license or permission of the copyright owner.

14) DOCUMENT OWNERSHIP

a) Unless otherwise specified in the Special Conditions of Contract, all plans, specifications, designs, reports, documents, software, source code, configurations, scripts and other materials specifically prepared by the Supplier for the Principal as deliverables under the Contract shall become and remain the property of the Principal.

b) Clause 14(a) shall not transfer ownership of:
   i) Materials, software, tools, methodologies, frameworks, source code or other intellectual property owned or developed by the Supplier independently of the Contract;
   ii) Commercially available or generally licensed software, products or materials; or
   iii) Third-party intellectual property incorporated into or required for the use of a Contract deliverable.

c) Where any material referred to in Clause 14(b) is incorporated into, supplied with, or necessary for the use of a Contract deliverable, the Supplier shall identify that material and ensure that the Principal receives the licenses, permissions or usage rights specified in the Contract and necessary for the Principal to use the Contract deliverable for its intended purpose.

d) The Supplier shall not use, disclose, publish or reproduce materials owned by the Principal under this Clause for purposes unrelated to the Contract without the Principal's prior written approval, except where required by law.

15) CONFIDENTIALITY

a) Each Party shall keep confidential and shall not disclose to any person any confidential information obtained from or relating to the other Party in connection with the Contract, except as permitted under this Clause or otherwise authorized in writing by the other Party.

b) Each Party may disclose confidential information:
   i) To its employees, officers, professional advisors, agents, subcontractors or other persons who require the information for purposes connected with the Contract and who are subject to appropriate confidentiality obligations;
   ii) Where the information was lawfully known to that Party without restriction before it was disclosed under the Contract;
   iii) Where the information is or becomes publicly available other than through a breach of the Contract;
   iv) Where the information is lawfully obtained from a third party without an obligation of confidentiality; or
   v) Where disclosure is required by law, a court, regulatory authority or other lawful authority.

c) Where disclosure is required under Clause 15(b)(v), the Party required to make the disclosure shall, to the extent permitted by law, notify the other Party before disclosure.

d) Each Party shall use confidential information obtained in connection with the Contract only for the purposes for which it was provided or as otherwise permitted under the Contract.

e) The Supplier shall ensure that any person to whom it discloses the Principal's confidential information in connection with the Contract complies with confidentiality obligations consistent with this Clause.

f) The obligations under this Clause shall continue after completion, expiry or termination of the Contract.

16) CONFLICT OF INTEREST

a) The Supplier shall take all reasonable measures to avoid any actual, potential or perceived conflict of interest in the performance of the Contract.

b) The Supplier shall promptly disclose in writing to the Principal any actual, potential or perceived conflict of interest that arises, or becomes known to the Supplier, during the performance of the Contract.

c) Following disclosure under Clause 16(b), the Supplier shall take such reasonable measures as may be agreed with or required by the Principal to manage, mitigate or remove the conflict of interest.

d) The Supplier shall ensure that its personnel, agents, and subcontractors involved in the performance of the Contract comply with the requirements of this Clause.

17) CURRENCY OF PAYMENT

a) The currency of payment shall be Samoan Tala unless another currency is expressly specified in the Special Conditions of Contract.

18) PRICE ADJUSTMENT

a) Unless otherwise expressly specified in the Special Conditions of Contract, the Contract prices and rates shall be fixed and shall not be subject to adjustment for changes in economic conditions during the Contract Period.

b) Where price adjustment is expressly permitted in the Special Conditions of Contract, the Special Conditions of Contract shall specify:
   i) The prices or rates to which adjustment may apply;
   ii) The circumstances or events that may give rise to an adjustment;
   iii) The basis or method for determining the adjustment;
   iv) The evidence required to substantiate the adjustment; and
   v) The date from which an approved adjustment may take effect.

c) No price adjustment shall take effect unless it is permitted under the Contract and has been approved in writing by the Principal.

19) TAXES AND DUTIES

a) The Supplier shall be responsible for all taxes, duties, fees, levies and other charges imposed under applicable law in connection with the performance of the Contract, except where the Contract expressly provides otherwise.

b) Unless otherwise specified in the Contract, all taxes, duties, fees, levies and other charges for which the Supplier is responsible shall be deemed to be included in the Contract prices and rates.

c) The Supplier shall comply with all applicable taxation and customs requirements relating to the performance of the Contract.

20) ACCOUNTING, INSPECTION & AUDIT

a) The Supplier shall permit, and shall require its subcontractors and consultants to permit, the Government and/or its authorized appointees to inspect the Supplier's, subcontractors' and consultants' offices and all accounts, records and other documents relating to the submission of the Quotation and the performance of the Contract, and to have such account, records and documents audited by auditors appointed by Government.

b) The Supplier shall make such accounts, records and documents available for inspection or audit when reasonably required by Government or its authorized appointees.

c) Any act by the Supplier, its subcontractors or consultants intended to materially impede the exercise of the inspection or audit rights under this Clause shall constitute a prohibited practice and may result in termination of the Contract and/or declaration of ineligibility in accordance with the applicable Government procurement framework.

21) LIMITATION OF LIABILITY

a) Except in cases of gross negligence or willful misconduct by the Supplier, the Supplier's liability to the Principal under the Contract shall not exceed one hundred and fifty percent (150%) of the Contract Price.

b) The limitation of liability under Clause 21(a) shall not apply to the Supplier's obligation to rectify, repair, replace, re-perform or otherwise remedy defective or non-conforming Goods or Related Services in accordance with the Contract.

22) SUSPENSION

a) Where the Supplier fails to perform any requirement of the Contract, the Principal may, by written notice specifying the nature of the default, suspend any payment affected by or reasonably related to that default.

b) The notice under Clause 22(a) shall require the Supplier to remedy the default within thirty (30) days after receiving the notice, or within such other period as may be agreed in writing by the Parties.

c) Where the Supplier remedies the default within the applicable period, the Principal shall lift the suspension and process any payment properly due in accordance with the Contract.

23) TERMINATION

a) Where either Party defaults in the performance of any obligation under the Contract, the other Party may give written notice requiring the defaulting Party to remedy the default within fourteen (14) days after receiving the notice.

b) If the defaulting Party fails to remedy the default within the fourteen (14) day period specified in Clause 23(a), the other Party may terminate the Contract by written notice with immediate effect.
c) The Principal may terminate the Contract by written notice if any event specified in the Special Conditions of Contract as an event giving rise to termination occurs.
d) Termination of Contract shall be without prejudice to any rights, remedies, obligations or liabilities of either Party accrued before the effective date of termination.

24) FORCE MAJEURE

a) For the purposes of the Contract, Force Majeure means an event or situation beyond the reasonable control of a Party, which could not reasonably have been foreseen or avoided, and which is not attributable to the negligence, misconduct or lack of reasonable care of that Party.
b) A Party shall not be considered in default, or liable for delay or failure to perform an obligation under the Contract, to the extent that such delay or failure results from an event of Force Majeure.
c) Without limiting Clause 24(b), where the Supplier's delay or failure to perform results from an event of Force Majeure, the Supplier shall not, to the extent affected by that event, be liable for:
    i) Forfeiture of any Performance Security;
    ii) Liquidated damages; or
    iii) Termination for default
d) The Party affected by an event of Force Majeure shall notify the other Party in writing as soon as practicable, stating:
    i) The nature and cause of the event;
    ii) The obligations affected;
    iii) The nature and likely duration of the delay or inability to perform, where reasonably known; and
    iv) The measures being taken to mitigate the effects of the event.
e) The affected Party shall take all reasonable measures to mitigate the effects of the Force Majeure event and shall continue to perform those obligations under the Contract that are not prevented by the event.
f) The affected Party shall notify the other Party as soon as practicable when the Force Majeure event ceases to prevent performance and shall resume affected obligations as soon as reasonably practicable.

25) LIQUIDATED DAMAGES

a) Where the Supplier fails to deliver, provision, install, commission or complete the Goods or Related Services within the period specified in the Contract, the Supplier shall, unless the delay is excused under the Contract, pay liquidated damages to the Principal at the rate specified in the Special Conditions of Contract for each day or other period of delay up to the maximum amount specified in the Special Conditions of Contract.
b) Liquidated damages shall apply only to the Goods or Related Services affected by the delay and shall be calculated in accordance with the basis specified in the Special Conditions of Contract.
c) Liquidated damages shall not apply to the extent that the delay results from:
    i) An event of Force Majeure under Clause 24;
    ii) An act, omission or delay of the Principal that materially prevents or delays the Supplier's performance, or
    iii) An extension of the applicable delivery, provisioning or completion period authorized in accordance with the Contract.
d) The Principal may deduct any liquidated damages properly due from amounts otherwise payable to the Supplier or recover them as debt due under the Contract.
e) Payment or deduction of liquidated damages shall not relieve the Supplier from its obligation to complete performance of the Contract or from any other obligation or liability under the Contract.

26) GOOD FAITH

a) The Parties shall act in good faith in the performance of their respective obligations under the Contract.
b) Each Party shall cooperate reasonably with the other Party to facilitate the proper and timely performance of the Contract.

27) AMICABLE SETTLEMENT

a) Where either Party has an unresolved issue concerning any action or inaction of the other Party arising out of or in connection with the Contract, the Parties shall first make reasonable efforts to resolve the issue amicably through direct discussion and negotiation.

b) Where the Parties are unable to resolve the issue through direct discussion and negotiation, either Party may seek resolution through an independent third party agreed by the Parties and empowered to facilitate an amicable resolution.
c) Any resolution agreed by the Parties under this Clause shall be recorded in writing.

28) DISPUTE SETTLEMENT

a) Any dispute arising out of or in connection with the Contract which cannot be settled amicably in accordance with Clause 27 shall be finally settled by arbitration in accordance with the applicable laws of Samoa and the rules of procedure specified in the Special Conditions of Contract.
b) Either Party may give written notice to the other Party of its intention to commence arbitration in respect of a dispute that has not been resolved under Clause 27.
c) Unless otherwise agreed by the Parties, during the resolution of any dispute:
    i) The Parties shall continue to perform their respective obligations under the Contract to the extent reasonably practicable; and
    ii) The Principal shall continue to pay any undisputed amounts properly due to the Supplier under the Contract.

29) INDEMNITY

a) Subject to Clause 21, the Supplier shall 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 them arising from any claim, suit, demand, action or proceeding brought by any person, to the extent that such loss or liability is caused by any wilful, unlawful or negligent act or omission of the Supplier, its employees, agents, subcontractors in connection with the Contract.
b) The Principal shall promptly notify the Supplier in writing of any claim, suit, demand, action or proceeding for which indemnity is sought under this Clause and shall provide reasonable cooperation to the Supplier in relation to its defense or settlement.
c) The Supplier shall not settle or otherwise compromise any claim in a manner that imposes any liability, obligation or admission on the Principal without the Principal's prior written approval.

30) PASSING OF PROPERTY AND RISK

a) Unless otherwise specified in the Special Conditions of Contract, risk of loss or damage to Goods shall remain with the Supplier until the Goods are delivered to the delivery location specified in the Contract and receipt is acknowledged in writing by the Principal.
b) Unless otherwise specified in the Special Conditions of Contract, property in the Goods shall pass to the Principal upon acknowledgement of receipt under Clause 30(a).
c) Acknowledgement of receipt under this Clause, and any transfer of risk or property arising from it, shall not constitute acceptance of the Goods and shall not affect the Principal's rights of inspection, rejection or acceptance under the Contract.
d) Where any Goods are rejected in accordance with the Contract, risk in those rejected Goods shall revert to the Supplier upon notification of rejection, and the Supplier shall remain responsible for their removal, replacement or other remedy required under the Contract.

31) DEFECTS LIABILITY

a) Where a Defects Liability Period is specified in the Contract, the Principal or its representative may inspect the Goods or Related Services and notify the Supplier of any defect or non-conformity identified during that period. Any inspection or failure to identify a defect or non-conformity shall not relieve the Supplier of its obligations under the Contract.
b) Where the Principal notifies the Supplier of a defect or non-conformity during the Defects Liability Period, the Supplier shall, at no additional cost to the Principal and within a reasonable period specified by the Principal:
    i) Rectify or re-perform the affected Related Services;
    ii) Repair or replace the affected Goods; or
    iii) Provide such other remedy as may be required under the Contract.
c) The Supplier shall remain responsible for any latent defect that existed during the Defects Liability Period but could not be reasonably have been identified during that period, subject to any applicable limitation under the Contract or law.
d) Where the Supplier fails to remedy a notified defect or non-conformity within the required period, the Principal may arrange for the defect or non-conformity to be remedied by

another party and recover the reasonable costs from the Supplier, without prejudice to any other rights or remedies available under the Contract.

32) COMPLIANCE WITH POLICIES AND PROCEDURES

a) When accessing or using the Principal's premises, facilities, systems or other resources in connection with the Contract, the Supplier shall:
   i) Comply with all reasonable directions of the Principal; and
   ii) Comply with the Principal's applicable policies, procedures, standards and requirements, including those relating to health and safety, security and access, as notified to the Supplier or as may reasonably be inferred from the nature and use of the premises, facilities, systems or other resources.

b) The Supplier shall ensure that its personnel, agents and subcontractors accessing or using the Principal's premises, facilities, systems or other resources comply with the requirements of this Clause.

33) INSPECTION, REJECTION AND ACCEPTANCE – GOODS

a) The Principal shall have the right to inspect, verify and, where applicable, test the Goods supplied under the Contract to determine whether they conform to the requirements of the Contract.

b) Where following inspection, verification or testing, the Principal determines that any Goods do not conform to the Contract, the Principal may reject the affected Goods and shall notify the Supplier of the non-conformity.

c) Where Goods are rejected under Clause 33(b), the Supplier shall, at no additional cost to the Principal and within the agreed period reasonably required by the Principal:
   i) Repair or rectify the Goods, where appropriate;
   ii) Replace the Goods with conforming Goods; or
   iii) Provide such other remedy as may be agreed by the Principal in accordance with the Contract.

d) Any Goods repaired, rectified or replaced under this Clause shall be subject to further inspection, verification and, where applicable, testing and acceptance by the Principal in accordance with this Clause and any applicable acceptance procedure specified in the Contract.

e) Goods shall be considered accepted when the Principal confirms acceptance in writing or otherwise accepts the Goods in accordance with an acceptance procedure expressly specified in the Contract.

f) Inspection, verification, testing or acceptance of the Goods shall not relieve the Supplier of any obligation or liability that continues under the Contract, including any applicable warranty obligation.

34) INSPECTION, REJECTION AND ACCEPTANCE – RELATED SERVICES

a) The Principal shall have the right to inspect and review the Related Services performed under the Contract to determine whether they conform to the requirements of the Contract.

b) Where, following inspection or review, the Principal determines that any Related Services do not conform to the Contract, the Principal may reject the affected Related Services and shall notify the Supplier of non-conformity.

c) Where the Related Services are rejected under Clause 34(b), the Supplier shall, at no additional cost to the Principal and within the period reasonably required by the Principal:
   i) Rectify the non-conforming Related Services;
   ii) Re-perform the affected Related Services; or
   iii) Provide such other remedy as may be agreed by the Principal in accordance with the Contract.

d) Any Related Services rectified or re-performed under this Clause shall be subject to further inspection, review and acceptance by the Principal in accordance with this Clause.

e) Related Services shall be considered accepted when the Principal confirms acceptance in writing or otherwise accepts the Related Services in accordance with an acceptance procedure expressly specified in the Contract.

f) Inspection, review or acceptance of the Related Services shall not relieve the Supplier of any obligation relating to defects, warranty or other obligation that continues under the Contract.

35) INSURANCE

a) Where insurance is required by the Contract, the Supplier shall obtain and maintain, at its own cost, the types and levels of insurance specified in the Special

Conditions of Contract or otherwise expressly required by the Contract, for the applicable periods specified in the Contract.

b) Any insurance required under the Contract shall:
   i) Be maintained with an insurer authorized or otherwise lawfully permitted to provide the applicable insurance;
   ii) Provide not less than the minimum coverage specified in the Contract;
   iii) Cover the risks, liabilities, activities, Goods and/or Related Services specified or reasonably encompassed by the applicable insurance requirement; and
   iv) Comply with any other insurance requirements specified in the Contract and applicable Government procurement requirements.

c) The Supplier shall provide the Principal with copies of, certificates of currency for, or other satisfactory evidence of any insurance required under the Contract, in accordance with the Contract and applicable Government procurement requirements.

d) The Supplier shall promptly notify the Principal if any insurance required under the Contract is cancelled, materially reduced, expires without renewal where continuing coverage is required, or otherwise ceases to comply with the Contract.

e) Compliance wit the insurance requirements of the Contract shall not relieve the Supplier of any obligation or liability under the Contract.

36) ASSIGNMENT

a) Neither Party shall assign or transfer all or any part of its rights or obligations under the Contract without the prior written consent of the other Party.

b) Any consent to an assignment or transfer may be subject to reasonable conditions and shall not relieve the assigning Party of any obligation or liability under the Contract unless otherwise expressly agreed in writing by the Parties.

c) The Supplier's use of a subcontractor, agent or other third party in the performance of the Contract shall not constitute an assignment of the Contract and shall not relieve the Supplier of its obligations or liabilities under the Contract.

37) WAIVER

a) No failure or delay by either Party in exercising any right, power or remedy under the Contract shall operate as a waiver of that right, power or remedy.

b) No single or partial exercise of any right, power or remedy shall prevent any further or other exercise of that right, power or remedy or the exercise of any other right, power or remedy under the Contract.

c) Any waiver of a right, power or remedy under the Contract shall be effective only if made in writing by a duly authorized representative of the Party granting the waiver and shall apply only to the specific matter for which the waiver is given.

d) A waiver of any breach of the Contract shall not constitute a waiver of any subsequent or continuing breach.

38) WARRANTY ON GOODS

a) The Supplier warrants that the Goods supplied under the Contract shall:
   i) Be new and unused, unless otherwise expressly specified in the Contract;
   ii) Conform to the specifications, descriptions and other requirements of the Contract;
   iii) Be free from defects in materials and workmanship, where a Supplier warranty against such defects is required by the Contract; and
   iv) Be supplied with all the warranties specified in the Contract.

b) The warranty period applicable to the Goods shall be the period specified in the Contract and shall commence from the date of the acceptance of the Goods, unless otherwise specified in the Special Conditions of Contract or applicable warranty terms.

c) Where the Contract requires a manufacturer's, publisher's or other third-party warranty, the Supplier shall ensure that:
   i) The Goods are validly covered by that warranty;
   ii) The Principal receives the full benefit of the warranty and any associated support or service entitlement specified in the Contract; and
   iii) Any registration, activation or other action required of the Supplier to establish the warranty or entitlement is properly completed.

d) Where the Principal notifies the Supplier of a defect or warranty claim during the applicable warranty period, the Supplier shall, where required by the Contract or applicable warranty terms, arrange for the affected Goods to be repaired, replaced or otherwise remedied at no additional cost to the Principal, except for any cost expressly excluded under the Contract or applicable warranty terms.

e) The Supplier shall provide reasonable assistance to the Principal in administering and progressing any manufacturer, publisher or other third-party warranty claim relating to Goods supplied under this Contract.

f) Repair, replacement or other remedy under this Clause shall not affect any other right or remedy available to the Principal under the Contract.

39) CLEANING UP

a) Where the Supplier performs any part of the Contract at the Principal's premises or another site specified in the Contract, the Supplier shall keep the areas affected by its activities reasonably clean, tidy and safe during performance of the Contract.

b) On completion of the relevant activities, the Supplier shall remove from the premises or site all waste, packaging, debris, temporary materials, tools and equipment brought onto or generated at the premises or site by the Supplier, except for any item required to remain under the Contract, or as otherwise directed by the Principal.

c) Materials, equipment or other property provided by or belonging to the Principal, including any unused or surplus materials supplied by the Principal for performance of the Contract, shall remain the property of the Principal and shall be returned otherwise dealt with in accordance with the Principal's reasonable directions.

d) The Supplier shall dispose of any waste or other material for which it is responsible in accordance with applicable law and any applicable requirements notified by the Principal.

END OF PART 4A — GENERAL CONDITIONS OF CONTRACT

PART 4B — SPECIAL CONDITIONS OF CONTRACT

1. Application of Special Conditions

These Special Conditions of Contract shall be read together with **Part 4A — General Conditions of Contract for Goods and Related Services**.

Where these Special Conditions modify or supplement the General Conditions of Contract, these Special Conditions shall prevail to the extent of any inconsistency.

GCC 5 — Contract Period

Commencement Date

The date of the applicable Award or Purchase Order.

Contract Period

The Contract shall continue until completion of the Supplier's obligations under the applicable Award or Purchase Order, subject to obligations which expressly survive completion or termination.

The **Required Fulfilment Period** is as specified in **Part 2 — Description & Requirements**.

GCC 6 — Contract Price and Payment

Contract Price

The Contract Price shall be the amount specified in the applicable Award or Purchase Order, based on the accepted prices in the Supplier's Commercial Offer.

Prices are **VAGST exclusive**. Applicable VAGST, where legally chargeable, shall be shown separately.

Payment

Payment shall be **100% following delivery and acceptance of the applicable Goods**, against a valid invoice, payable within **30 days**.

Accepted partial deliveries may be invoiced separately following acceptance.

GCC 7 — Principal's Representative

The Principal's Representative is:

Bolivia Smith
CIT Team Leader — Systems & Network
Samoa Water Authority
Email: bolivia.smith@swa.gov.ws

GCC 12 — Notices

Principal

Samoa Water Authority
Attention: Leota Namulauulu Irasa Mauala-Alafau, Managing Director
Address: Level 2, TATTE Building, Sogi, Apia, Samoa
Form: Written correspondence

Supplier

As specified in the applicable Award or Purchase Order.

GCC 17 — Currency

The currency of the Contract shall be the currency of the Supplier's accepted Commercial Offer, being **SAT or NZD**, as specified in the applicable Award or Purchase Order.

GCC 19 — Taxes and Duties

For Goods supplied under the overseas **DAP Supply Basis**, SWA shall be responsible for applicable Samoa import clearance and buyer-side customs duties, taxes and governmental charges in accordance with the applicable DAP rule under **Incoterms® 2020**.

GCC 25 — Liquidated Damages

Rate: 0.5% per week or part thereof of the Contract Price attributable to the delayed Goods or Related Services.

Maximum: 5% of the Contract Price attributable to the delayed Goods or Related Services.

GCC 28 — Arbitration

Arbitration shall be conducted in accordance with the **Arbitration Act 1976 (Samoa)**.

GCC 30 — Passing of Property and Risk

For Goods supplied from within Samoa, risk shall pass to the Principal upon physical delivery to the applicable delivery destination.

For Goods supplied under the overseas DAP Supply Basis, the Supplier's delivery obligations and the allocation of costs and import responsibilities shall be determined in accordance with the applicable DAP rule under Incoterms® 2020, as supplemented by this Contract. Notwithstanding the transfer-of-risk rule otherwise applicable under DAP, risk of loss of or damage to the Goods shall remain with the Supplier until the Goods are physically collected or received by the Principal from the applicable DAP delivery/collection point.

Title to the Goods shall pass to the Principal upon acceptance or deemed acceptance in accordance with the Contract.

Physical receipt or transfer of risk does not constitute acceptance.

GCC 33 — Inspection, Rejection and Acceptance of Goods

The inspection, verification and acceptance requirements are specified in **Part 2 — Description & Requirements**.

GCC 35 — Insurance

No additional insurance is required under GCC Clause 35.

GCC 38 — Warranty

The applicable warranty requirements are specified in Part 2 — Description / Requirements.

For the purposes of GCC Clause 38, the warranty obligations applicable to the Goods shall be the applicable manufacturer or component warranty and the Supplier's warranty-facilitation obligations specified in Part 2.

Nothing in this provision affects the Supplier's obligations concerning conformity of the Goods at acceptance or any other right or remedy expressly arising under the Contract.

END OF PART 4B — SPECIAL CONDITIONS OF CONTRACT

ANNEX 1 — CONFLICT OF INTEREST DECLARATION

Procurement Reference: [Insert RFQ Reference]
Procurement Title: [Insert Procurement Title]
Purchaser: Samoa Water Authority

Bidder Details

Particular	Bidder Response
Registered Legal Name	
Registration / Incorporation No.	
Country of Registration	
Authorised Representative	
Position / Title	

Declaration

The Bidder shall disclose any **actual, potential or perceived conflict of interest** relating to this procurement.

On behalf of the Bidder, I declare that:

- the information provided in this Declaration is true and complete to the best of my knowledge;
- the Bidder has disclosed below any actual, potential or perceived conflict of interest known to it that may relate to this procurement; and
- the Bidder will promptly notify Samoa Water Authority in writing if an actual, potential or perceived conflict of interest arises, or becomes known, before completion of the procurement process.

Conflict of Interest Disclosure

Select **one**:

- **No conflict identified.** The Bidder is not aware of any actual, potential or perceived conflict of interest relating to this procurement.
- **Conflict disclosed.** The Bidder identifies the following actual, potential or perceived conflict of interest:

Matter	Disclosure
Person(s), entity or relationship involved	
Nature of the actual, potential or perceived conflict	
Relevance to this procurement	
Measures already taken or proposed to manage, mitigate or remove the conflict	
Other relevant information	

Add an attachment where additional space is required and clearly identify it as part of this Declaration.

Disclosure of an actual, potential or perceived conflict of interest does not, by itself, determine the Bidder's eligibility or responsiveness. Samoa Water Authority will assess any disclosed conflict in accordance with the RFQ and applicable procurement requirements.

Authorised Declaration

I am duly authorised to make this Declaration for and on behalf of the Bidder.

Particular	Details
Name	
Position / Capacity	
Signature	
Date	
Corporate Seal, where applicable	

END OF ANNEX 1 — CONFLICT OF INTEREST DECLARATION

ANNEX 2 — BID-SECURING DECLARATION

Date: [Insert date]
RFQ Reference: [Insert RFQ Reference]
Procurement Title: [Insert Procurement Title]
To: Samoa Water Authority

We, the undersigned, declare that:

We understand that, according to the conditions of the Request for Quotation, Quotations must be supported by a **Bid-Securing Declaration**.

We accept that this Bid-Securing Declaration may be applied if we are in breach of our obligations under the conditions of the RFQ because we:

1. withdraw or materially modify our Quotation during the Quotation Validity Period specified in the RFQ;
2. refuse to accept a correction of errors in accordance with the RFQ;
3. having been notified of the acceptance of our Quotation during the Quotation Validity Period, fail or refuse to accept or execute the Contract; or
4. fail or refuse to furnish Performance Security where required by the RFQ.

We understand that if this Bid-Securing Declaration becomes enforceable in accordance with its terms, we may be disqualified from participating in Government procurement for **one (1) year**, in accordance with the applicable Government procurement requirements.

We understand that this Bid-Securing Declaration shall expire if we are not the Successful Bidder, upon the earlier of:

1. our receipt of notification advising that the Contract has been executed with the Successful Bidder; or
2. twenty-eight (28) days after expiration of our Quotation.

Authorised Execution

Signed: __

Name: [Complete name of person signing]

Position / Capacity: [Insert]

Duly authorised to sign the Quotation for and on behalf of:
[Complete registered legal name of Bidder]

Dated on: __ day of ____, __

Corporate Seal, where applicable: __

Joint Venture: Where the Quotation is submitted by a Joint Venture, the Bid-Securing Declaration shall be made in the name of all parties to the Joint Venture submitting the Quotation.

END OF ANNEX 2 — BID-SECURING DECLARATION

ANNEX 3 — SUBMISSION CHECKLIST

Purpose

This Checklist is provided to assist Bidders in preparing a complete Quotation. It does not replace or modify the requirements of the RFQ and does not itself determine whether a Quotation is responsive or compliant.

Where there is any inconsistency, the applicable requirement in Parts 1–4 and the other issued RFQ documents prevails.

Submission Checklist

Ref.	Submission Component	RFQ Source	Check
1	Completed and signed **Annex 1 — Conflict of Interest Declaration**	Part 1, Clause 2(d)	☐
2	Applicable legal registration / incorporation evidence	Part 1, Clause 2(a)/(b)	☐
3	Applicable Business Licence, VAGST Certificate, tax registration or equivalent tax identification evidence	Part 1, Clause 2(a)/(b)	☐
4	Notarised power of attorney authorising the Quotation signatory	Part 1, Clause 2(a)/(b)	☐
5	Evidence of satisfactorily completed similar Goods and/or Services within the last two years, including client contact details for verification	Part 1, Clause 3(b)	☐
6	Bank-issued confirmation letter or equivalent evidence of an active bank account in the Bidder's registered legal name	Part 1, Clause 3(c)	☐
7	**Technical and Supply Response** identifying the offered Goods/configurations and providing sufficient information to demonstrate the applicable Part 2 requirements	Part 2, Section 6	☐
8	Applicable manufacturer, distributor, reseller or other supply-channel information and evidence required by Part 2	Part 2, Sections 4 and 6	☐
9	Applicable manufacturer/component warranty entitlement and warranty-claim process information	Part 2, Sections 4 and 6	☐
10	Completed **Part 3, Section B — Commercial Offer**, including Bidder Identity	Part 1, Clause 4; Part 3B	☐
11	One Quotation Currency selected — **SAT or NZD**	Part 3, B1.2	☐
12	Supply Basis selected for **G-01–G-05**, including the DAP delivery/collection point and Apia address where **Overseas DAP** applies	Part 3, B1.3	☐
13	Unit Price completed for **VB-01 and VB-02 for every Item G-01–G-05**	Part 3, B2	☐
14	Completed and signed **Commercial Offer Declaration**	Part 3, B3	☐
15	Completed and signed **Annex 2 — Bid-Securing Declaration**	Part 1, Clause 6	☐

Submission Reminder

The complete Quotation and all required supporting documents must be submitted in accordance with **Part 1 — Instructions to Bidders**, including the specified submission method and Submission Deadline.

Completion of this Checklist does not replace any requirement of the RFQ.

END OF ANNEX 3 — SUBMISSION CHECKLIST

ANNEX 4 — SAMPLE LETTER OF AWARD

***** Important *****

SAMPLE — INFORMATION ONLY

This Annex is provided for information only as a sample of the form of Letter of Award that Samoa Water Authority may issue following completion of the evaluation and approval process.

The Bidder is not required to complete, sign or submit this Annex with its Quotation.

This sample does not constitute an award, acceptance of any Quotation or contractual commitment by Samoa Water Authority. The actual Letter of Award will be separately issued to the Successful Bidder and may be adapted to reflect the approved award, the accepted Commercial Offer and the applicable Contract requirements.

***** END**

[Samoa Water Authority Letterhead]

Date: [Insert date]

To:
[Successful Bidder's registered legal name]
[Address]
[Email / other contact details, where applicable]

LETTER OF AWARD

RFQ Reference: [Insert RFQ Reference]
Procurement Title: [Insert Procurement Title]

Dear [Insert],

Samoa Water Authority refers to the above Request for Quotation and to your Quotation dated **[insert date]**.

Following completion of the evaluation and applicable approval process, Samoa Water Authority hereby notifies you that your Quotation has been accepted for the following approved award:

Particular	Approved Award
Successful Bidder	[Insert registered legal name]
Award Unit(s) / Scope	[Insert accepted Item(s), Lot(s), Service(s), Procurement Object(s) or other Award Unit(s)]
Accepted Quotation Currency	[Insert]
Accepted Price / Rate / Contract Price Basis	[Insert as applicable]
Applicable Quantity / Entitlement	[Insert where applicable]
Other Award Particulars	[Insert where applicable / None]

The award is based on the proposition contained in your accepted Quotation and shall not be interpreted as altering the scope, pricing basis, commercial proposition or contractual obligations accepted through the procurement process.

The resulting contractual relationship shall be governed by the applicable Contract Documents identified in the RFQ and the accepted Quotation, including, as applicable:

1. **Part 1 — Instructions to Bidders**, to the extent applicable after award;
2. **Part 2 — Description / Requirements**;
3. **Part 3 — Request for Quotation / Commercial Offer**, including the accepted Commercial Offer;
4. **Part 4A — General Conditions of Contract**;
5. **Part 4B — Special Conditions of Contract**;
6. applicable Annexes and formally issued Amendments; and
7. the applicable Purchase Order, Contract Agreement or other authorised contractual instrument.

Where Performance Security is required by the RFQ, it shall be provided within the period and in the form specified in the RFQ and resulting Contract.

Please complete the acknowledgement below and return the signed Letter of Award in accordance with the instructions accompanying the actual award.

Yours faithfully,

For Samoa Water Authority

Particular	Details
Authorised Signatory	[Insert]
Position	[Insert]
Signature	
Date	

ACKNOWLEDGEMENT BY SUCCESSFUL BIDDER

We acknowledge receipt and acceptance of this Letter of Award and confirm our commitment to perform the awarded scope in accordance with the applicable Contract Documents.

For and on behalf of: [Successful Bidder's registered legal name]

Particular	Details
Authorised Representative	[Insert]
Position / Capacity	[Insert]
Signature	
Date	
Corporate Seal, where applicable	

End of Sample — not to be completed or submitted with the Quotation.

END OF ANNEX 4 — SAMPLE LETTER OF AWARD