Request for Quotation

Goods & Related Services

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

ISSUED ON: 18 September 2026
RFQ NO: CIT-RFQ-2026-09-002
PROCURING ENTITY: Samoa Water Authority

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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 desktop End User Computing (EUC) devices and associated hardware components to support its standard business computing environment.

The procurement comprises:

- a standard Micro desktop platform;
- a Micro desktop All-in-One stand / mounting solution;
- a standard business monitor;
- a business Thunderbolt docking station for compatible mobile EUC devices;
- compatible 16 GB memory modules; and
- compatible 32 GB memory modules.

The desktop architecture uses a common Micro desktop platform capable of supporting different deployed memory capacities without creating separate General Desktop and Power Desktop procurement objects.

The standard G-01 configuration is 16 GB memory.

The intended memory upgrade pathways are:

- **16 GB:** factory G-01 configuration — 1 × 16 GB;
- **32 GB:** factory 1 × 16 GB plus 1 × G-05 16 GB Compatible Memory Module; and
- **64 GB:** factory 1 × 16 GB removed and replaced by 2 × G-06 32 GB Compatible Memory Modules.

Purchase quantities may vary according to SWA operational requirements, available budget and the commercial arrangements established in Part 3.

2. GOODS REQUIREMENTS

2.1. Goods / Item Schedule

Ref.	Procurement Object	Commercial Unit	Description
G-01	Standard Micro Desktop	Each	Standard business-class Micro desktop platform
G-02	Micro Desktop All-in-One Stand / Mounting Solution	Each	Stand / mounting solution for secure integration of G-01 behind a compatible primary display
G-03	Standard Business Monitor	Each	Approximately 24-inch business-class monitor
G-04	Business Thunderbolt Docking Station	Each	Enterprise business Thunderbolt docking station for compatible SWA mobile EUC
G-05	16 GB Compatible Memory Module	Each	Compatible 16 GB memory upgrade module for G-01
G-06	32 GB Compatible Memory Module	Each	Compatible 32 GB memory upgrade module for G-01

The Procurement Object references in this Part shall be reused in the Bidder's technical, supply and commercial responses.

Components, accessories, cables and other elements required as part of a Procurement Object do not become separate Procurement Objects merely because they are separately manufactured, packaged or identifiable.

2.2. Technical and Functional Requirements

2.2.1. G-01 — Standard Micro Desktop

Requirement Ref.	Requirement
G-REQ-01	G-01 shall be a current-generation business-class Micro, Mini or Ultra-Small Form Factor desktop suitable for enterprise office deployment.
G-REQ-02	G-01 shall provide processor performance equivalent to or better than an Intel Core Ultra 5 235T class processor.
G-REQ-03	G-01 shall include a minimum of 16 GB DDR5 memory supplied as **1 × 16 GB**.
G-REQ-04	G-01 shall provide at least two accessible and replaceable memory slots and a manufacturer-validated maximum memory capacity of at least 64 GB.
G-REQ-05	G-01 shall include a minimum 512 GB PCIe NVMe solid-state drive that is replaceable using a manufacturer-supported service pathway.
G-REQ-06	G-01 shall provide integrated graphics capable of supporting at least two simultaneous external displays.
G-REQ-07	G-01 shall provide integrated Gigabit Ethernet or better.
G-REQ-08	G-01 shall provide integrated wireless networking supporting Wi-Fi 6E (IEEE 802.11ax) or later, with support for 2.4 GHz, 5 GHz and 6 GHz bands, and Bluetooth 5.3 or later. All required internal antennas and manufacturer-supported drivers shall be included.

G-REQ-09	G-01 shall provide native USB-A, USB-C, DisplayPort and HDMI connectivity.
G-REQ-10	G-01 shall provide sufficient native connectivity to support the required wired keyboard, wired mouse, wired network connection and at least two external displays without requiring G-04 or another docking station.
G-REQ-11	G-01 shall support TPM 2.0, UEFI, Secure Boot and full-volume encryption.
G-REQ-12	G-01 shall provide manufacturer-supported enterprise firmware, BIOS and/or UEFI configuration and management capability.
G-REQ-13	G-01 shall support secure storage sanitisation using a manufacturer-supported or recognised industry-standard method.
G-REQ-14	G-01 shall be supplied with Windows 11 Pro 64-bit, or an SWA-approved successor, properly licensed for the supplied device.
G-REQ-15	G-01 shall include the applicable manufacturer power supply or external power adapter and a power cable suitable for use in Samoa.
G-REQ-16	Each G-01 shall include one full-size wired USB business keyboard using a standard English layout and one wired USB optical business mouse.
G-REQ-17	G-01 shall provide manufacturer-supported replacement and upgrade pathways for memory and the primary solid-state drive without requiring replacement of the system board.
G-REQ-18	G-01 shall provide manufacturer-supported service pathways for other routine serviceable components, including cooling, wireless and power-supply / adapter components where those components are independently replaceable in the offered configuration.

2.2.2. G-02 — Micro Desktop All-in-One Stand / Mounting Solution

Requirement Ref.	Requirement
G-REQ-19	G-02 shall be a business-class All-in-One stand / mounting solution designed to securely integrate G-01 behind the primary display.
G-REQ-20	G-02 shall be manufacturer-supported for use with the offered G-01.
G-REQ-21	G-02 shall support approximately 24-inch business displays using VESA 100 × 100 mounting and shall support the dimensions and weight of the offered G-03.
G-REQ-22	G-02 shall be suitable for use with compatible existing SWA 24-inch VESA displays where those displays fall within the supported dimensions and weight of the offered mounting solution.
G-REQ-23	G-02 shall provide an integrated monitor stand supporting height, tilt and swivel adjustment.
G-REQ-24	G-02 shall provide integrated cable-management capability.
G-REQ-25	G-02 shall permit installation, removal and routine service access to G-01 without permanent modification to G-01.
G-REQ-26	G-02 shall provide a manufacturer-supported secure retention mechanism for the installed G-01.
G-REQ-27	The Bidder shall be responsible for physical compatibility between the offered G-02, G-01 and G-03, including mounting interfaces, supported dimensions and weight, adjustment and routine service access.

For the standard SWA desktop deployment, one G-02 is intended for each deployed G-01.

This deployment relationship does not merge G-01 and G-02 into a single Procurement Object or prevent SWA from ordering G-02 separately.

2.2.3. G-03 — Standard Business Monitor

Requirement Ref.	Requirement
G-REQ-28	G-03 shall be a current-generation business-class monitor of approximately 24 inches.
G-REQ-29	G-03 shall provide at least Full HD 1920 × 1080 resolution using an IPS panel or equivalent business-display technology.
G-REQ-30	G-03 shall provide native DisplayPort and HDMI connectivity.
G-REQ-31	G-03 shall support VESA 100 × 100 mounting and shall be physically compatible with the offered G-02.
G-REQ-32	G-03 shall include a manufacturer stand supporting height, tilt, swivel and pivot adjustment.
G-REQ-33	G-03 shall be suitable for use as a primary or secondary external display within a standard SWA desktop or laptop workspace.
G-REQ-34	G-03 shall include a power cable suitable for use in Samoa and at least one digital display cable suitable for a native display interface on G-01.
G-REQ-35	The Bidder shall be responsible for compatibility between the offered G-03, G-01 and G-02, including display interfaces, VESA mounting, physical dimensions and supported weight.

The manufacturer-supplied G-03 stand may be used when G-03 is deployed as a secondary display or independently of G-02.

2.2.4. G-04 — Business Thunderbolt Docking Station

Requirement Ref.	Requirement
G-REQ-36	G-04 shall be a current-generation business-class Thunderbolt docking station suitable for enterprise deployment and manufacturer-supported for use with applicable SWA mobile EUC devices.
G-REQ-37	G-04 shall support Thunderbolt 4 or later with appropriate backwards compatibility and shall include a compatible host cable.
G-REQ-38	G-04 shall be fully compatible with SWA's Dell Pro Max 16 MC16250 and Dell Pro Max 16 Plus MB16250 mobile EUC configurations.
G-REQ-39	G-04 shall provide manufacturer-supported USB Power Delivery of at least 130 W to compatible Dell endpoints where the endpoint supports that charging arrangement.
G-REQ-40	G-04 shall support at least two simultaneous external displays when connected to a compatible SWA endpoint, subject to the display capability of that endpoint.
G-REQ-41	G-04 shall provide at least two native digital display outputs using DisplayPort and/or HDMI.
G-REQ-42	G-04 shall provide integrated Gigabit Ethernet or better.
G-REQ-43	G-04 shall provide multiple USB-A ports and at least one USB-C peripheral/data port in addition to the host connection.
G-REQ-44	G-04 shall support manufacturer firmware maintenance and enterprise management.

G-REQ-45	G-04 shall include the applicable manufacturer power supply, a power cable suitable for use in Samoa and a supported host cable.
G-REQ-46	The Bidder shall be responsible for end-to-end electrical, interface, charging, display, network and peripheral compatibility between the offered G-04 and the applicable SWA mobile EUC configurations.

G-04 is a separate workspace component intended primarily for compatible mobile EUC devices.

G-04 is not required for normal operation of G-01.

Where an applicable mobile EUC device requires its own higher-capacity manufacturer power adapter in addition to the dock for full operation or charging, G-04 is not required to replace that endpoint power adapter.

2.2.5. G-05 and G-06 — Compatible Memory Modules

Requirement Ref.	Requirement
G-REQ-47	G-05 shall comprise one 16 GB DDR5 SODIMM memory module fully compatible with the offered G-01.
G-REQ-48	Installation of one G-05 alongside the factory-supplied 1 × 16 GB module in G-01 shall provide a total installed memory capacity of 32 GB.
G-REQ-49	G-06 shall comprise one 32 GB DDR5 SODIMM memory module fully compatible with the offered G-01.
G-REQ-50	Installation of two G-06 modules in G-01 shall provide a total installed memory capacity of 64 GB.
G-REQ-51	G-05 and G-06 shall use memory technology, form factor and electrical characteristics supported by the offered G-01 and shall be capable of operating at the maximum memory speed supported by the applicable G-01 configuration.
G-REQ-52	G-05 and G-06 shall be manufacturer-supported or expressly validated as compatible with the offered G-01.
G-REQ-53	Installation and use of G-05 or G-06 in a manufacturer-supported configuration shall not invalidate, reduce or otherwise adversely affect the applicable G-01 manufacturer warranty or support entitlement.
G-REQ-54	The Bidder shall be responsible for mechanical, electrical, firmware and configuration compatibility between G-05 / G-06 and the offered G-01, including the specified 32 GB and 64 GB configurations.
G-REQ-55	Memory supplied by the G-01 manufacturer or specifically approved by the G-01 manufacturer is desirable but is not mandatory where the offered memory otherwise satisfies all applicable requirements.

G-05 and G-06 are supply-only Goods.

SWA will normally undertake installation of G-05 and G-06 using its own technical personnel in accordance with manufacturer-supported procedures.

2.2.6. Common Goods Requirements

Requirement Ref.	Requirement
G-REQ-56	All Goods shall be new, genuine and unused.
G-REQ-57	Each offered Good shall correspond to the manufacturer, model, configuration, component or equivalent description stated in the Bidder's Submission and shall satisfy all applicable requirements of this Part.
G-REQ-58	For each offered Good, the Bidder shall identify the applicable manufacturer, model, SKU, part number, configuration or other sufficiently precise product identifier. **Response Required.**
G-REQ-59	At the Submission Deadline, each offered Good shall be a current manufacturer-supported commercial product and shall not have been announced as End of Life, End of Sale or discontinued.
G-REQ-60	Each Good shall be eligible for the applicable manufacturer or component warranty and support entitlement specified in this Part.
G-REQ-61	Where Goods are intended to operate together, the Bidder shall be responsible for end-to-end physical, mechanical, electrical, interface, firmware and functional compatibility between the offered Goods.

2.3. Reference Products and Equivalence

The following products identify reference implementations for the intended technical, operational, interoperability, serviceability and lifecycle baseline.

Ref.	Reference Product / Class
G-01	Dell Pro Micro QCM1250 / Intel Core Ultra 5 235T class
G-02	Dell Pro Micro All-in-One Stand MFS22 class
G-03	Dell Pro P2426H class
G-04	Dell Pro Thunderbolt 4 Dock WD25TB4 class
G-05	Compatible 16 GB DDR5 SODIMM
G-06	Compatible 32 GB DDR5 SODIMM

Where this Part identifies a manufacturer, model or product class as a reference implementation, the reference establishes the intended technical, operational, interoperability, serviceability and lifecycle baseline.

Unless expressly stated otherwise, the reference does not require the exact referenced product.

An offered equivalent shall:

1. satisfy all applicable Mandatory requirements in this Part; and
2. provide equivalent or better capability for the purpose for which the reference product or class is identified.

The applicable G-REQ requirements define compliance.

A Bidder is not required to demonstrate feature-for-feature identity with a reference product beyond the requirements established in this Part.

2.4. Supply and Installation Responsibility

G-01 to G-06 are procured as Goods.

Unless expressly stated otherwise in the Contract, routine:

- desktop deployment;
- operating-system configuration;
- workspace configuration;
- mounting and assembly;
- memory installation;
- routine maintenance; and
- other internally serviceable hardware activities

are not required from the Supplier.

SWA may undertake those activities using its own technical personnel where the activity is manufacturer-supported and does not adversely affect applicable warranty or support entitlement.

In particular:

- G-05 and G-06 are supplied on a **supply-only** basis and will normally be installed by SWA;
- G-01, G-02 and G-03 assembly and deployment will normally be undertaken by SWA; and
- G-04 deployment will normally be undertaken by SWA.

This allocation of installation and deployment responsibility does not reduce or alter the Supplier's obligations concerning:

- conformity of the supplied Goods;
- completeness of supply;
- compatibility and interoperability;
- manufacturer or component warranty eligibility;
- warranty facilitation; or
- any other requirement expressly established by the Contract.

2.5. Successor Products

Where an awarded Good is discontinued or superseded by its manufacturer following Award but before fulfilment of an applicable order, the Supplier may propose a manufacturer successor product.

A proposed successor shall:

1. meet or exceed all applicable Mandatory requirements in this Part;
2. preserve the interoperability and compatibility required by this Part;
3. remain suitable for the applicable SWA environment and intended use;
4. remain eligible for the applicable manufacturer or component warranty and support entitlement; and
5. provide equivalent or better capability for the purpose of the originally accepted Good.

The Supplier shall provide sufficient information for SWA to verify the proposed successor against these requirements.

No successor product or other substitution may be supplied without prior SWA approval in accordance with the Contract.

This Section establishes the technical requirements applicable to a proposed successor product.

The approval, substitution and any resulting Contract amendment are governed by Part 4.

3. DELIVERY REQUIREMENTS

Requirement Ref.	Requirement
DEL-01	For Goods supplied from within Samoa, delivery shall be to **Samoa Water Authority Headquarters, c/o CIT Division, TATTE Building, Level 2, Apia, Samoa**.
DEL-02	For Goods supplied from outside Samoa, delivery shall be **DAP — Bidder-nominated delivery/collection point, Apia, Samoa — Incoterms® 2020**, in accordance with Part 3 and Part 4.
DEL-03	The Required Fulfilment Period shall be no later than **six (6) weeks** from receipt of the applicable Purchase Order or other formal Award instrument authorising supply.
DEL-04	Partial delivery is permitted.
DEL-05	Goods shall be appropriately packaged and protected against loss, damage and deterioration during transportation and handling.
DEL-06	Goods shall be delivered complete with all components, accessories, power supplies, power cables, connection cables, mounting hardware and other items expressly required by this Part.
DEL-07	Where a manufacturer-side supply constraint arises following Award and may affect fulfilment, the Supplier shall promptly notify SWA of the affected Goods, the reason for the constraint and the revised expected delivery date. Any extension remains subject to Part 4.

For DEL-01, fulfilment occurs when the Goods are physically delivered to the specified SWA destination.

For DEL-02, fulfilment occurs when the Goods are delivered to the bidder-nominated delivery/collection point in Apia in accordance with the applicable DAP rule.

DEL-07 does not permit a Bidder to offer a Required Fulfilment Period exceeding six weeks at the Submission Deadline.

Partial delivery does not extend the Required Fulfilment Period applicable to the full quantity unless otherwise agreed in accordance with the Contract.

A supply constraint does not authorise product substitution. Any proposed successor product remains subject to Section 2.5 and Part 4.

4. WARRANTY, SUPPLY CHANNEL AND SUPPORT REQUIREMENTS

Requirement Ref.	Requirement
SUP-01	G-01, G-02, G-03 and G-04 shall be supplied with the applicable standard manufacturer warranty and support entitlement for the offered product and supply channel.
SUP-02	G-05 and G-06 shall be supplied with the applicable manufacturer or component warranty.
SUP-03	Goods shall be sourced through a legitimate manufacturer, authorised distributor, authorised reseller or other manufacturer-recognised supply channel appropriate to the offered product.
SUP-04	The proposed supply channel shall be sufficient to establish that the Goods are genuine and eligible for the applicable warranty and support entitlement.
SUP-05	The Supplier shall facilitate legitimate warranty claims where engagement with the manufacturer, distributor, reseller or other upstream supply-channel participant is required.
SUP-06	The Bidder shall state the applicable warranty period and describe the warranty-claim process for the offered Goods. **Response Required.**
SUP-07	The Bidder shall identify the proposed supply channel for the offered Goods. **Response Required.**

No separate fixed three-year warranty period is imposed by this RFQ.

Routine ICT support, maintenance, desktop deployment, mounting, configuration and memory installation are not Supplier obligations unless expressly agreed under the Contract.

SWA may undertake manufacturer-supported servicing, installation and upgrade activities using its own technical personnel.

The Supplier's support obligations under this procurement are principally concerned with:

- conformity of supplied Goods;
- applicable warranty entitlement;
- legitimate supply-channel support; and
- facilitation of applicable warranty claims.

5. INSPECTION, VERIFICATION AND ACCEPTANCE

5.1. Verification Requirements

SWA may inspect, verify and, where appropriate, test supplied Goods against the following requirements.

Requirement Ref.	Verification / Acceptance Requirement
ACC-01	Verify supplied Goods and quantities against the applicable Purchase Order, Award or Contract instrument.
ACC-02	Verify manufacturer, model, SKU, part number, configuration or other product identifier against the accepted offer and applicable Part 2 requirements.
ACC-03	Verify that Goods are new, genuine, unused and free from material physical or transit damage.
ACC-04	Verify completeness of required components, accessories, power supplies, power cables, connection cables, mounting hardware and other required items.
ACC-05	For G-01, verify material hardware and software configuration, including processor, memory, storage, graphics/display capability, wired and wireless connectivity, operating system and applicable security capability.
ACC-06	For G-01 and G-02, verify secure accommodation of G-01, mounting functionality, adjustment and cable-management capability.
ACC-07	For G-01, G-02 and G-03, verify applicable display connectivity, VESA compatibility and the ability of the resulting configuration to be assembled and used as required.
ACC-08	For G-03, verify functional display operation and applicable manufacturer-stand adjustments.
ACC-09	For G-04, verify interoperability with an applicable SWA mobile EUC endpoint, including host connection, external display, Ethernet, USB and applicable Power Delivery capability.
ACC-10	For G-01 and G-05, verify compatibility of one G-05 with the factory 1 × 16 GB G-01 configuration to provide 32 GB total memory.
ACC-11	For G-01 and G-06, verify compatibility of two G-06 modules with G-01 to provide 64 GB total memory.
ACC-12	Verify applicable warranty and support entitlement and available serial number, service tag, part number or other product identification necessary for warranty administration.

SWA may undertake verification using representative sampling where reasonable having regard to the quantity and nature of the Goods.

Successful verification of a representative sample does not relieve the Supplier of its obligation to ensure that all supplied Goods conform to the Contract.

Verification shall be limited to requirements disclosed in the RFQ and Contract and shall not introduce new post-Award requirements.

5.2. Acceptance

The Acceptance Period is:

10 Business Days from physical receipt of the applicable Goods.

During the Acceptance Period, SWA may undertake the inspection, verification and testing reasonably required under this Part and may notify the Supplier of any material non-conformity.

Where SWA does not notify the Supplier of a material non-conformity within the 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 Acceptance Period, the affected Goods shall not be accepted until the non-conformity has been resolved in accordance with the Contract.

Physical delivery or receipt does not itself constitute acceptance.

Acceptance or deemed acceptance does not prejudice:

- rights concerning latent defects not reasonably discoverable during the Acceptance Period;
- rights arising from fraud or misrepresentation;
- applicable manufacturer or component warranty rights; or
- another right or remedy expressly preserved under the Contract.

A defect arising after acceptance that falls within an applicable manufacturer or component warranty shall normally be addressed through the applicable warranty pathway.

6. BIDDER TECHNICAL AND SUPPLY RESPONSE

6.1. General Response Requirement

The Bidder shall provide sufficient information to enable SWA to verify compliance with the applicable requirements of this Part.

Where a requirement is identified as **Response Required**, the requested information shall be supplied.

Supporting information may include, where reasonably necessary:

- manufacturer specifications;
- manufacturer datasheets;
- product configuration information;
- technical documentation;
- product support information; or
- other reliable product information sufficient to establish compliance.

Manufacturer letters, bespoke certifications or other specially produced evidence are not required unless expressly requested by the RFQ or reasonably required to clarify the Bidder's Submission.

6.2. Item-Level Technical Response

G-01 — Standard Micro Desktop

The Bidder shall identify the offered manufacturer, model and configuration and provide sufficient information to verify:

- processor;
- installed memory configuration;
- maximum supported memory;
- storage;
- graphics and external-display capability;
- wired connectivity;
- wireless networking and Bluetooth;
- operating system;
- applicable security capabilities; and
- applicable serviceability and upgrade capability.

G-02 — Micro Desktop All-in-One Stand / Mounting Solution

The Bidder shall identify the offered manufacturer, model and/or part number and provide sufficient information to verify:

- manufacturer-supported compatibility with G-01;
- VESA compatibility;
- supported display dimensions and weight;
- adjustment capability;
- cable-management capability; and
- secure retention of G-01.

G-03 — Standard Business Monitor

The Bidder shall identify the offered manufacturer and model and provide sufficient information to verify:

- display size;
- resolution;
- panel technology;
- display connectivity;
- VESA compatibility;

- manufacturer-stand adjustment; and
- compatibility with G-02.

G-04 — Business Thunderbolt Docking Station

The Bidder shall identify the offered manufacturer and model and provide sufficient information to verify:

- Thunderbolt capability;
- host connectivity;
- Power Delivery capability;
- external-display capability;
- Ethernet;
- USB connectivity;
- firmware and management capability; and
- compatibility with the applicable SWA mobile EUC configurations.

G-05 — 16 GB Compatible Memory Module

The Bidder shall identify the manufacturer and applicable part number or equivalent product identifier and provide sufficient information to verify:

- compatibility with G-01; and
- the required factory 16 GB to 32 GB upgrade pathway.

G-06 — 32 GB Compatible Memory Module

The Bidder shall identify the manufacturer and applicable part number or equivalent product identifier and provide sufficient information to verify:

- compatibility with G-01; and
- the required two-module 64 GB configuration.

6.3. Common Supply Response

For the offered Goods, the Bidder shall:

1. identify the applicable manufacturer, model, SKU, part number, configuration or other sufficiently precise product identifier;
2. confirm that the offered Goods are current manufacturer-supported commercial products and have not been announced as End of Life, End of Sale or discontinued at the Submission Deadline;
3. state the applicable warranty period;
4. describe the applicable warranty-claim process; and

5. identify the proposed supply channel.

6.4. Equivalent Products

Where the Bidder offers a product equivalent to a reference implementation identified in Section 2.3, the Bidder shall clearly identify the offered equivalent and provide sufficient information for SWA to verify compliance with all applicable Mandatory requirements.

The Bidder is not required to demonstrate feature-for-feature identity with the reference implementation beyond the requirements established in this Part.

6.5. Interoperability

The Bidder is responsible for demonstrating sufficient compatibility between offered Goods where interoperability is required by this Part.

The principal interoperability relationships are:

- **G-01 ↔ G-02 ↔ G-03**;
- **G-04 ↔ applicable SWA mobile EUC configurations**; and
- **G-01 ↔ G-05 / G-06**.

A separate detailed interoperability narrative is not required where the technical information supplied with the Bidder's Submission sufficiently establishes the required compatibility.

7. COMMERCIAL RESPONSE

The Bidder shall complete the Commercial Offer in:

Part 3 — Request for Quotation / Commercial Offer

The commercial pricing structure, Supply Basis, Volume Bands, Quotation Currency, Award Units and other applicable commercial requirements are specified in Part 3.

The following Procurement Objects require separate commercial pricing:

Part 2 Ref.	Procurement Object	Commercial Unit
G-01	Standard Micro Desktop	Each
G-02	Micro Desktop All-in-One Stand / Mounting Solution	Each
G-03	Standard Business Monitor	Each
G-04	Business Thunderbolt Docking Station	Each
G-05	16 GB Compatible Memory Module	Each
G-06	32 GB Compatible Memory Module	Each

Technical, delivery, warranty, support, inspection and acceptance requirements established in this Part do not become separate pricing objects unless Part 3 expressly provides otherwise.

Components and accessories required as part of a Procurement Object, including keyboards, mice, power supplies, power cables, connection cables and mounting hardware, shall not be separately priced unless Part 3 expressly provides otherwise.

END OF PART 2 — DESCRIPTION / REQUIREMENTS

PART 3 – REQUEST FOR QUOTATION

Part 2 defines the Goods required by Samoa Water Authority (SWA).

This Part establishes the commercial basis on which those Goods are to be quoted and records the Bidder's Commercial Offer.

SECTION A — RFQ PARTICULARS

Prepared by SWA

A1. Commercial Particulars

Particular	Requirement
RFQ Reference	CIT-RFQ-2026-09-002
Procurement	Supply and Delivery of Desktop End User Computing Devices and Associated Hardware Components
Purchaser	Samoa Water Authority
SWA Tender Email	tenders@swa.gov.ws
Submission Deadline	**28th September 2026, 5:00PM (Samoa Time)**
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-06
Volume Pricing Scope	VB-01 and VB-02 shall be priced for every Item
Award Basis	Award by Award Unit in accordance with Section A7
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.	Procurement Object	Commercial Response	Section B	Price Treatment	Commercial Unit	Award Unit
G-01	Standard Micro Desktop	Unit Price — VB-01 and VB-02	B2	**EP**	Each	AU-01
G-02	Micro Desktop All-in-One Stand / Mounting Solution	Unit Price — VB-01 and VB-02	B2	**EP**	Each	AU-01
G-03	Standard Business Monitor	Unit Price — VB-01 and VB-02	B2	**EP**	Each	AU-02
G-04	Business Thunderbolt Docking Station	Unit Price — VB-01 and VB-02	B2	**EP**	Each	AU-03
G-05	16 GB Compatible Memory Module	Unit Price — VB-01 and VB-02	B2	**IO**	Each	AU-01
G-06	32 GB Compatible Memory Module	Unit Price — VB-01 and VB-02	B2	**IO**	Each	AU-01

Price Treatment

EP — Evaluated Price Treatment

The quoted price or commercial input participates in the disclosed financial evaluation methodology for the applicable Evaluation Unit.

IO — Information Only

The quoted Unit Price forms part of the Bidder's Commercial Offer and may become an accepted Contract Price where the applicable Award Unit is awarded, but does **not** participate in the financial ranking calculation.

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

Technical, delivery, warranty, support, inspection, verification 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 Price.

A3. Quantity and Commercial Unit Parameters

The Purchase Quantity of each Item is variable and will be determined by SWA according to:

- operational requirements;
- available budget;
- the applicable Award Unit;
- the applicable Volume Band; and
- the accepted Commercial Offer.

The Commercial Unit for G-01 to G-06 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 Quantity;
- a guaranteed volume;
- a forecast;
- a standing arrangement;
- a framework arrangement;
- a call-off arrangement; or
- a right to future purchases under this Quotation.

Except for the AU-01 evaluation relationship expressly specified in Section A7, Volume Bands apply independently to each Item.

Purchase Quantities for different Procurement Objects may differ.

Award of AU-01 does not require SWA to purchase:

- G-05;
- G-06; or
- the same quantity of G-05 or G-06 as G-01 or G-02.

For standard deployed desktop configurations, G-01 is intended to be deployed with one G-02.

A4. Currency and Evaluation Conversion

A4.1. Quotation Currency

The Bidder shall select **one** of the following currencies for the 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 Commercial Offer into SAT;
- establish a fixed SAT Contract Price;
- establish a SAT settlement amount; or
- alter the currency of the Bidder's Commercial Offer.

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

Subsequent movement in the SAT/NZD exchange rate does not alter the evaluation result established under this RFQ.

A5. Pricing and Delivery Basis

A5.1. General

The applicable pricing and delivery basis for each Procurement Object 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 below.

All Unit 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 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 Supply Basis is:

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

The quoted Unit Price shall include all costs for which the Supplier is responsible under the applicable DAP rule and this RFQ.

For each Item offered under Overseas DAP, the Bidder shall identify in Section B1.3:

- the nominated carrier, freight forwarder, terminal, depot or other delivery/collection point; and
- the applicable physical location or address in Apia.

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

SWA shall be responsible for applicable Samoa:

- import clearance;
- buyer-side customs duties;
- buyer-side taxes; and
- buyer-side governmental charges

in accordance with the applicable DAP rule and Part 4.

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

A5.4. Required Fulfilment Period

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.

For Domestic Supply, the Goods shall reach the specified SWA destination within that period.

For Overseas DAP Supply, the Goods shall reach the applicable bidder-nominated DAP delivery/collection point within that period.

The Bidder is not required or permitted to substitute an alternative fulfilment period in the Commercial Offer.

A5.5. Price Completeness

The Bidder is responsible for determining all costs necessary to fulfil its obligations under the applicable Supply Basis.

No mandatory cost for which the Supplier is responsible may be omitted from the quoted Unit Price and subsequently charged separately.

The applicable Unit Price shall include, where required under Part 2:

- power supplies;
- power cables;
- keyboards;
- mice;
- display cables;
- host cables;
- mounting hardware;
- manufacturer-standard accessories; and
- other required included components.

G-05 and G-06 are priced on a **supply-only** basis.

Routine deployment, configuration, mounting and memory installation will normally be undertaken by SWA and shall not be separately priced.

A6. SWA-Defined Volume Bands

A6.1. Volume Bands

The following Volume Bands apply independently to each Procurement Object:

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 **both Volume Bands for every Item**.

Quantities of different Items shall not be aggregated to determine a Volume Band.

A6.2. Whole-Band Pricing

Volume pricing applies on a **whole-band basis**.

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

Example:

A Purchase Quantity of eight (8) units falls within VB-02.
The VB-02 Unit Price therefore applies to all eight units.

Volume pricing is not marginal or incremental.

A6.3. Commercial Configuration

Each Item × Volume Band constitutes a separate authoritative 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 create a commitment by SWA to purchase any particular quantity.

A7. Evaluation Units, Award Units and Financial Evaluation

A7.1. Evaluation Architecture

The following Evaluation Units apply:

Evaluation Unit	Award Unit	Financial Basis
EU-01A	AU-01	G-01 VB-01 Unit Price + G-02 VB-01 Unit Price
EU-01B	AU-01	G-01 VB-02 Unit Price + G-02 VB-02 Unit Price
EU-02A	AU-02	G-03 VB-01 Unit Price
EU-02B	AU-02	G-03 VB-02 Unit Price
EU-03A	AU-03	G-04 VB-01 Unit Price
EU-03B	AU-03	G-04 VB-02 Unit Price

Only substantially responsive applicable Evaluation Units proceed to financial evaluation.

No overall Bidder ranking shall be created.

A7.2. Award Units

The following Award Units apply:

Award Unit	Description	Constituent Procurement Objects	Award Treatment
AU-01	Standard Micro Desktop Platform	G-01, G-02, G-05, G-06	Constituent Items awarded together to one Bidder
AU-02	Standard Business Monitor	G-03	Independently awardable
AU-03	Business Thunderbolt Docking Station	G-04	Independently awardable

An Award Unit establishes the Procurement Objects subject to a common award decision.

An Award Unit does not replace the Part 2 Procurement Object references and does not itself become a separately priced Procurement Object.

A7.3. AU-01 — Standard Micro Desktop Platform

G-01, G-02, G-05 and G-06 comprise: **AU-01 — Standard Micro Desktop Platform**

These Procurement Objects shall be awarded to the same Bidder so that the compatibility and interoperability architecture specified in Part 2 is preserved.

The standard deployed desktop financial comparison is: **1 × G-01 + 1 × G-02**

The AU-01 Evaluation Units are therefore:

EU-01A — VB-01

G-01 VB-01 Unit Price + G-02 VB-01 Unit Price

EU-01B — VB-02

G-01 VB-02 Unit Price + G-02 VB-02 Unit Price

SWA will calculate the applicable comparison value.

The Bidder shall not enter or calculate an AU-01 Comparison Price.

Memory Upgrade Items

G-05 and G-06 are constituent Procurement Objects of AU-01 but have **IO treatment**.

Their quoted Unit Prices:

- form part of the Bidder's authoritative Commercial Offer;
- are required for a complete AU-01 offer;
- may become accepted Contract Prices where AU-01 is awarded; and
- do not form part of EU-01A or EU-01B financial ranking.

Award of AU-01 does not create a commitment to purchase G-05 or G-06.

A7.4. AU-02 — Standard Business Monitor

AU-02 comprises:

G-03 — Standard Business Monitor

Financial comparison is undertaken independently by Volume Band:

- **EU-02A:** G-03 VB-01; and
- **EU-02B:** G-03 VB-02.

A7.5. AU-03 — Business Thunderbolt Docking Station

AU-03 comprises:

G-04 — Business Thunderbolt Docking Station

Financial comparison is undertaken independently by Volume Band:

- **EU-03A:** G-04 VB-01; and
- **EU-03B:** G-04 VB-02.

A7.6. Comparable Evaluation Basis

Financial evaluation will be undertaken in SAT and on a comparable acquisition-cost basis.

Where SWA would incur applicable non-recoverable:

- import duties; or
- mandatory buyer-side governmental import charges

as a consequence of the offered Supply Basis, those amounts will be included by SWA in the applicable Evaluated Price.

Recoverable VAGST will be excluded.

For AU-01, applicable buyer-side charges relating to G-01 and G-02 shall be included in the relevant EU-01A or EU-01B comparison where required.

SWA will perform all:

- currency conversion;
- evaluation calculations; and
- disclosed financial normalisation.

The Bidder shall not submit an Evaluated Price.

A7.7. Independent Evaluation Units

Each Evaluation Unit is financially compared independently.

Financial evaluation will not:

- average prices across Volume Bands;
- aggregate quantities across different Award Units;
- apply an undisclosed synthetic Purchase Quantity;
- add G-05 or G-06 to the AU-01 ranking calculation;
- combine AU-01, AU-02 and AU-03 into an overall financial total; or
- create an overall Bidder ranking.

The Purchase Quantity subsequently selected determines the applicable Volume Band and therefore the corresponding Evaluation Unit relevant to the award decision.

A8. Quotation Validity and Procurement Scope

The Commercial Offer shall remain valid for:

90 days from the Submission Deadline

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

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 to future purchases.

Any later requirement outside this procurement is subject to the applicable procurement process.

SECTION B — COMMERCIAL OFFER

Completed by the Bidder except where a field is expressly identified as an SWA-provided submission particular.

The Bidder shall complete all required response fields in this Section.

A blank price or response field has no assumed commercial meaning.

B1. Bidder Identity, Submission Particulars, 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 / Equivalent	
Registered Address	
Contact Person	
Email	
Telephone	

The Registered Legal Name shall identify the legal entity submitting the Quotation.

B1.2. Quotation Currency

Select **one**:

- **SAT**
- **NZD**

The selected currency applies to the entire Commercial Offer.

Mixed currencies are not permitted.

B1.3. Supply Basis

Select one Supply Basis for each Item:

- **Domestic** — supplied from within Samoa under Section A5.2; or
- **Overseas DAP** — supplied from outside Samoa under Section A5.3.

Where Overseas DAP is selected, identify the applicable delivery/collection point in Apia.

Part 2 Ref.	Supply Basis	DAP Delivery / Collection Point, if applicable	Physical Location / Address in Apia
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		
G-06	[ ] Domestic [ ] Overseas DAP		

Where Overseas DAP is selected, the nominated location becomes the applicable named DAP delivery/collection point.

B1.4. Quotation Submission Particulars

SWA-provided particulars — not completed by the Bidder

Particular	Submission Requirement
SWA Tender Email	tenders@swa.gov.ws
Submission Deadline	**28th September 2026, 5:00PM (Samoa Time)**
Submission Method	Electronic submission by email in accordance with Part 1
RFQ Reference	CIT-RFQ-2026-09-002

The Bidder shall submit the complete Quotation to the SWA Tender Email above no later than the Submission Deadline.

The submission requirements in **Part 1 — Instructions to Bidders** govern.

B2. Volume Pricing Schedule

All Unit Prices shall be:

- VAGST exclusive; and
- stated in the single Quotation Currency selected in B1.2.

Part 2 Ref.	Procurement Object	Award Unit	Price Treatment	Volume Band	Quantity	Unit	Unit Price
G-01	Standard Micro Desktop	AU-01	EP	VB-01	1–5	Each	
G-01	Standard Micro Desktop	AU-01	EP	VB-02	6+	Each	
G-02	Micro Desktop All-in-One Stand / Mounting Solution	AU-01	EP	VB-01	1–5	Each	
G-02	Micro Desktop All-in-One Stand / Mounting Solution	AU-01	EP	VB-02	6+	Each	
G-03	Standard Business Monitor	AU-02	EP	VB-01	1–5	Each	
G-03	Standard Business Monitor	AU-02	EP	VB-02	6+	Each	
G-04	Business Thunderbolt Docking Station	AU-03	EP	VB-01	1–5	Each	
G-04	Business Thunderbolt Docking Station	AU-03	EP	VB-02	6+	Each	
G-05	16 GB Compatible Memory Module — supply only	AU-01	IO	VB-01	1–5	Each	
G-05	16 GB Compatible Memory Module — supply only	AU-01	IO	VB-02	6+	Each	
G-06	32 GB Compatible Memory Module — supply only	AU-01	IO	VB-01	1–5	Each	
G-06	32 GB Compatible Memory Module — supply only	AU-01	IO	VB-02	6+	Each	

No Grand Total is required.

The Bidder shall not calculate or enter:

- an AU-01 Comparison Price;
- an Evaluated Price; or
- an overall Bidder total.

B3. Commercial Offer Declaration

The Bidder confirms that:

- this Commercial Offer covers **G-01 to G-06**;
- a Unit Price has been provided for VB-01 and VB-02 for every Item;
- all Unit Prices are stated in the single currency selected in B1.2;
- the Goods priced correspond to the applicable Part 2 requirements;
- all quoted prices are VAGST exclusive;
- the applicable Supply Basis has been identified for each Item;

- where Overseas DAP applies, the applicable Apia delivery/collection point has been identified;
- all costs for which the Supplier is responsible under the applicable Supply Basis are included in the quoted Unit Prices;
- G-01, G-02, G-05 and G-06 comprise **AU-01** and are subject to a common award decision;
- G-03 comprises **AU-02**;
- G-04 comprises **AU-03**;
- G-05 and G-06 have IO treatment and do not form part of the AU-01 financial ranking;
- routine deployment, configuration, mounting and memory installation allocated to SWA under Part 2 have not been separately priced;
- the Commercial Offer remains valid for 90 days from the Submission Deadline;
- quoted Unit Prices remain fixed in the selected Quotation Currency during the Quotation Validity Period;
- this Commercial Offer is submitted subject to the requirements and conditions of the RFQ; and
- the signatory 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 G-01 to G-06.
2. **Complete Quotation Required**
   A complete Quotation for all G-01 to G-06 is required.
3. **Complete Volume Pricing**
   VB-01 and VB-02 shall be priced for every Item.
4. **Single Quotation Currency**
   All Unit Prices shall use the single currency selected in B1.2.
5. **Whole-Band Pricing**
   The applicable Volume Band Unit Price applies to all units of the applicable Item.
6. **No Additional Minimum Quantity**
   The Bidder shall not impose a minimum Purchase Quantity additional to SWA's Volume Bands.
7. **Award Units**
   G-01, G-02, G-05 and G-06 comprise AU-01. G-03 comprises AU-02. G-04 comprises AU-03.
8. **Procurement Objects Remain Authoritative**
   Award Units do not become separate pricing objects. G-01 to G-06 remain the authoritative Procurement Objects.
9. **EP Treatment**
   G-01, G-02, G-03 and G-04 participate in the applicable disclosed financial Evaluation Units.
10. **IO Treatment**
    G-05 and G-06 prices form part of the Commercial Offer but do not participate in financial ranking.
11. **AU-01 Comparison**
    SWA will calculate EU-01A and EU-01B from the applicable authoritative G-01 and G-02 Unit Prices.
12. **No Grand Total**
    No aggregate Grand Total shall be entered or inferred.
13. **No Evaluated Price**
    The Bidder shall not calculate or submit an Evaluated Price.
14. **Price Completeness**
    Unit Prices shall include all costs for which the Supplier is responsible under the applicable pricing and Supply Basis.
15. **Included Components**
    Components required as part of an Item shall not be separately charged merely because they are separately manufactured or packaged.

16. **Supply Basis**
    The Supply Basis selected in B1.3 shall be consistent with the applicable Unit Price.
17. **No Alternative Commercial Architecture**
    The Bidder shall not replace SWA's Procurement Objects, Volume Bands, Evaluation Units or Award Units with an alternative structure.
18. **Blank Fields**
    A blank field does not mean zero, included, not applicable or not offered.
19. **Commercial Qualifications**
    Any permitted commercial qualification or assumption shall be clearly identified and remains subject to the RFQ.
20. **Quotation Validity**
    Unit Prices remain fixed in the selected Quotation Currency for the Quotation Validity Period.
21. **Procurement Scope**
    The Commercial Offer applies only to this procurement and does not establish a standing or future purchasing arrangement.
22. **Contract Formation**
    Only the Procurement Objects, quantities, Unit Prices, Supply Bases and other particulars accepted through the Award, Purchase Order or resulting Contract become operative commitments.

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

applicable to this procurement.

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 Commencement Date shall be:

The date of the applicable Award, Purchase Order or other authorised Contract instrument.

Contract Period

The Contract shall continue until completion of the Supplier's obligations under the applicable Award, Purchase Order or Contract instrument, subject to any obligation, right or liability which expressly survives completion or termination.

The **Required Fulfilment Period** is specified in:

Part 2 — Description / Requirements

The Contract Period is distinct from the Required Fulfilment Period and from any applicable warranty period.

GCC 6 — CONTRACT PRICE AND PAYMENT

Contract Price

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

The applicable Contract Price shall be determined from:

1. the accepted Procurement Object;
2. the Purchase Quantity of that Procurement Object;
3. the applicable Volume Band; and
4. the accepted Unit Price applicable to that Volume Band.

Where an Award comprises more than one Procurement Object, the Contract Price shall be derived from the actual quantities ordered and the accepted Unit Prices applicable to those Procurement Objects.

An Award Unit does not itself constitute a separately priced Procurement Object.

Any:

- Evaluated Price;
- financial normalisation;
- evaluation currency conversion; or
- AU-01 Comparison Price

used during evaluation does not establish or alter the Contract Price.

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 of the applicable Goods.

No payment shall be due for Goods, quantities, charges or other amounts that have not been authorised under the Contract.

Where the accepted Commercial Offer is denominated in NZD, payment shall remain denominated in NZD unless otherwise agreed through an authorised Contract amendment.

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**

The Principal's Representative is responsible for liaison and general Contract administration within the authority provided by the Contract.

The Principal's Representative is distinct from the formal notices addressee unless otherwise expressly authorised.

GCC 8 — SUCCESSOR PRODUCTS AND POST-AWARD SUBSTITUTION

Where an awarded Good is discontinued or superseded by its manufacturer following Award but before fulfilment of an applicable order, the Supplier may propose a manufacturer successor product.

A proposed successor shall:

1. meet or exceed all applicable Mandatory requirements in Part 2;
2. preserve the interoperability and compatibility required by Part 2;
3. remain suitable for the applicable SWA operational environment and intended use;
4. remain eligible for the applicable manufacturer or component warranty and support entitlement; and
5. provide equivalent or better capability for the purpose of the originally accepted Good.

The Supplier shall provide sufficient information for SWA to verify the proposed successor against the applicable requirements.

No successor product or other substitution may be supplied without:

Prior written approval by SWA

Where SWA approves a successor product, the approved substitution shall be documented in accordance with GCC Clause 8.

Approval of a successor product does not, unless expressly incorporated into an authorised Contract amendment:

- alter the accepted Unit Price;
- alter the applicable Award Unit;
- permit substitution of another Procurement Object;
- waive any applicable compatibility or interoperability requirement; or
- relieve the Supplier of any other obligation under the Contract.

Where the proposed successor would require a change to:

- the Contract Price;
- the Supply Basis;
- the applicable Procurement Object;
- the Required Fulfilment Period; or
- another material Contract term,

that change shall take effect only through an amendment made in accordance with GCC Clause 8.

Where SWA does not approve the proposed successor, the Supplier remains responsible for performance of the Contract subject to any other applicable contractual right or remedy.

GCC 12 — COMMUNICATIONS / NOTICES

Principal

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

Where electronic mail or another written electronic means is used, it shall be to an address expressly notified for Contract purposes.

Supplier

The Supplier's applicable notice details shall be:

As specified in the applicable Award, Purchase Order or Contract instrument.

GCC 17 — CURRENCY OF PAYMENT

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, Purchase Order or Contract instrument.

Conversion of a Quotation to SAT for financial evaluation purposes does not alter:

- the currency of the accepted Commercial Offer;
- the currency of the Contract; or
- the currency of payment.

GCC 19 — TAXES AND DUTIES

Domestic Supply

For Goods supplied from within Samoa, the Supplier shall be responsible for all taxes, duties, fees, levies and other charges for which the Supplier is responsible under the Domestic Supply Basis and applicable law.

Applicable VAGST shall be treated in accordance with the Contract and applicable law.

Overseas DAP Supply

For Goods supplied under the Overseas DAP Supply Basis, the applicable delivery basis shall be:

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

SWA shall be responsible for applicable Samoa:

- import clearance;
- buyer-side customs duties;
- buyer-side taxes; and
- buyer-side governmental charges

in accordance with the applicable DAP rule and the Contract.

The Supplier shall remain responsible for all costs and obligations allocated to the Supplier under the applicable DAP rule and the RFQ.

Any financial-evaluation adjustment or normalisation undertaken by SWA in relation to duties, taxes or governmental charges does not alter the contractual allocation of those amounts.

GCC 25 — LIQUIDATED DAMAGES

The rate of Liquidated Damages shall be:

0.5% per week or part thereof

of the Contract Price attributable to the delayed Goods or Related Services.

The maximum Liquidated Damages shall be:

5%

of the Contract Price attributable to the delayed Goods or Related Services.

Liquidated Damages shall apply only to the Goods or Related Services affected by the delay.

Liquidated Damages shall not apply to unaffected Goods merely because those Goods form part of the same:

- Award Unit;
- Purchase Order; or
- Contract.

Payment or deduction of Liquidated Damages does not relieve the Supplier of its obligation to complete performance of the Contract.

GCC 28 — DISPUTE SETTLEMENT

Any dispute arising out of or in connection with the Contract which cannot be settled amicably in accordance with GCC Clause 27 shall be finally settled by arbitration in accordance with:

the applicable laws of Samoa

Unless otherwise agreed by the Parties in accordance with the Contract, the arbitration shall take place in:

Samoa

The arbitration shall be conducted in accordance with the procedural requirements applicable under the governing laws of Samoa.

GCC 30 — PASSING OF PROPERTY AND RISK

Goods Supplied from within Samoa

Risk of loss of or damage to Goods supplied from within Samoa shall remain with the Supplier until the Goods are physically delivered to:

Samoa Water Authority Headquarters, c/o CIT Division, TATTE Building, Level 2, Apia, Samoa

and physical receipt is acknowledged by SWA.

Goods Supplied under Overseas DAP

For Goods supplied under the Overseas DAP Supply Basis, the Supplier's delivery obligations and allocation of costs and import responsibilities shall be determined in accordance with:

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

using the delivery/collection point identified in the Supplier's accepted Commercial Offer.

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 SWA from the applicable DAP delivery/collection point.

Title / Property

Title to the Goods shall pass to SWA upon:

acceptance or deemed acceptance

in accordance with Part 2 and the Contract.

Physical:

- delivery;
- receipt;
- collection; or
- transfer of risk

does not constitute acceptance.

Delivery, risk, physical receipt, acceptance and title are separate contractual events.

GCC 33 — INSPECTION, REJECTION AND ACCEPTANCE — GOODS

The procurement-specific inspection, verification and acceptance requirements are specified in:

Part 2 — Description / Requirements

For the purposes of GCC Clause 33, the applicable Acceptance Period is:

10 Business Days from physical receipt of the Goods

Where Part 2 provides for deemed acceptance, the Goods shall be considered accepted for the purposes of GCC Clause 33 upon expiry of the Acceptance Period unless SWA has notified the Supplier of a material non-conformity within that period.

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

Physical receipt or transfer of risk does not constitute acceptance.

Nothing in this provision affects any right or obligation expressly preserved beyond acceptance under:

- Part 2;
- the applicable warranty;
- the GCC; or
- another Contract Document.

GCC 35 — INSURANCE

No additional insurance is required under GCC Clause 35.

The allocation of risk under GCC Clause 30 does not, by itself, impose an additional insurance requirement on either Party.

Nothing in this provision affects any insurance obligation imposed by:

- applicable law;
- an applicable carrier;
- an applicable manufacturer;
- an applicable Incoterm; or
- another expressly incorporated Contract requirement.

GCC 38 — WARRANTY ON GOODS

The applicable warranty requirements are specified in:

Part 2 — Description / Requirements

For the purposes of GCC Clause 38:

G-01 to G-04

The warranty obligations applicable to:

- **G-01 — Standard Micro Desktop**
- **G-02 — Micro Desktop All-in-One Stand / Mounting Solution**
- **G-03 — Standard Business Monitor**
- **G-04 — Business Thunderbolt Docking Station**

shall comprise:

- the applicable manufacturer warranty;
- the applicable manufacturer support entitlement; and
- the Supplier's warranty-facilitation obligations specified in Part 2.

G-05 and G-06

The warranty obligations applicable to:

- **G-05 — 16 GB Compatible Memory Module**
- **G-06 — 32 GB Compatible Memory Module**

shall comprise:

- the applicable manufacturer or component warranty; and
- the Supplier's warranty-facilitation obligations specified in Part 2.

Warranty Facilitation

The Supplier shall facilitate legitimate warranty claims where engagement with an upstream:

- manufacturer;
- distributor;
- reseller; or
- other recognised supply-channel participant

is required.

The Supplier shall ensure that the Principal receives the full benefit of any applicable warranty and associated support entitlement required by the Contract.

SWA Internal Servicing

Manufacturer-supported:

- installation;
- memory upgrade;
- component replacement;
- routine servicing; or
- maintenance

undertaken by SWA shall not, solely because it is undertaken by SWA, invalidate or reduce an applicable warranty or support entitlement where the applicable manufacturer permits that activity.

Conformity and Warranty Remain Distinct

Nothing in this provision affects:

- the Supplier's obligation to supply conforming Goods;
- SWA's inspection, rejection and acceptance rights;
- the Supplier's responsibility for required compatibility and interoperability;
- rights concerning latent defects;
- rights arising from fraud or misrepresentation; or
- another right or remedy 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

1. PURPOSE

This Submission Checklist is provided to assist Bidders in preparing a complete Quotation.

The Bidder should use this Checklist to confirm that the key:

- documents;
- declarations;
- evidence;
- technical information;
- commercial information; and
- supporting material

required by the RFQ have been included before submission.

This Checklist:

- does not replace the requirements of the RFQ;
- does not create additional submission requirements;
- does not determine whether a Quotation is responsive or compliant; and
- shall be read together with Parts 1–4 and the other issued Annexes.

Where there is any inconsistency between this Checklist and the RFQ, the applicable requirement in the RFQ shall prevail.

2. SUBMISSION CHECKLIST

Ref.	Submission Requirement	RFQ Source	Included	Bidder Reference / File Name
1	Completed and signed **Annex 1 — Conflict of Interest Declaration**	Part 1, Clause 2	☐	
2	Applicable legal registration / incorporation evidence for the legal entity submitting the Quotation	Part 1, Clause 2	☐	
3	Applicable current Business Licence, VAGST Certificate, tax registration or equivalent business tax-identification evidence	Part 1, Clause 2	☐	
4	Notarised power of attorney authorising the Quotation signatory to represent the Bidder, sign the Quotation and accept or execute the resulting Contract	Part 1, Clause 2	☐	
5	Evidence of satisfactorily completed supply or performance of Goods and/or Services of a similar	Part 1, Clause 3	☐	

	nature within the last two (2) years, including client contact details for verification		
6	Bank-issued confirmation letter or equivalent bank-issued evidence confirming an active bank account in the registered legal name of the Bidder	Part 1, Clause 3	☐
7	Technical and Supply Response identifying the offered **G-01 to G-06** Goods and providing sufficient technical information to establish compliance with the applicable Part 2 requirements	Part 2, Section 6	☐
8	Offered manufacturer, model, SKU, part number, configuration or other applicable product identifiers for G-01 to G-06	Part 2, G-REQ-58; Section 6	☐
9	Confirmation that the offered Goods are current manufacturer-supported commercial products and have not been announced as End of Life, End of Sale or discontinued at the Submission Deadline	Part 2, G-REQ-59; Section 6.3	☐
10	Applicable manufacturer or component warranty period and warranty-claim process information	Part 2, SUP-06; Section 6.3	☐
11	Proposed manufacturer, distributor, reseller or other applicable supply-channel information	Part 2, SUP-07; Section 6.3	☐
12	Sufficient information to establish the required interoperability between **G-01 ↔ G-02 ↔ G-03**, **G-04 ↔ applicable SWA mobile EUC**, and **G-01 ↔ G-05 / G-06**, where not otherwise evident from the submitted technical information	Part 2, Section 6.5	☐
13	Completed **Part 3 — Request for Quotation / Commercial Offer, Section B**	Part 1, Clause 4; Part 3, Section B	☐
14	One Quotation Currency selected for the entire Commercial Offer — **SAT or NZD**	Part 3, B1.2	☐
15	Supply Basis selected for **G-01 to G-06**, including the applicable DAP delivery / collection point and physical location in Apia where **Overseas DAP** applies	Part 3, B1.3	☐
16	Unit Price completed for **VB-01 and VB-02 for every Item G-01 to G-06**	Part 3, B2	☐
17	Completed and signed **Part 3 Commercial Offer Declaration**	Part 3, B3	☐
18	Completed and signed **Annex 2 — Bid-Securing Declaration**	Part 1, Clause 6	☐
19	Any commercial qualification, condition, exception or variation relied upon by the Bidder, clearly identified where applicable	Part 3, Commercial Response Rules	☐ / N/A
20	Any other supporting attachment expressly referenced in the Quotation	Applicable RFQ requirement / Bidder Submission	☐ / N/A

3. BIDDER FINAL CHECK

Before submitting the Quotation, the Bidder should confirm that:

- the Quotation identifies the correct registered legal entity;
- all required eligibility and qualification evidence has been included;
- Annex 1 — Conflict of Interest Declaration has been completed and signed;
- Annex 2 — Bid-Securing Declaration has been completed and signed;
- the Technical and Supply Response covers **G-01 to G-06**;
- the offered Goods are identified sufficiently for SWA to determine what is being offered;
- applicable warranty and supply-channel information has been included;
- Part 3, Section B has been completed;
- one Quotation Currency has been selected for the entire Commercial Offer;
- a Supply Basis has been selected for every Item;
- where Overseas DAP applies, the applicable Apia delivery / collection point has been identified;
- VB-01 and VB-02 Unit Prices have been completed for every Item G-01 to G-06;
- the Commercial Offer Declaration has been signed;
- any commercial qualification, condition, exception or variation has been clearly disclosed;
- all files and attachments referred to in the Quotation are included;
- the Quotation and required supporting documents are in the file format required by Part 1; and
- the complete Quotation is ready for submission in accordance with Part 1.

4. SUBMISSION REMINDER

The Quotation shall be submitted electronically in accordance with:

Part 1 — Instructions to Bidders, Clause 7 — Quotation Submission

SWA Tender Email: tenders@swa.gov.ws

Submission Deadline: 28th September 2026, 5:00PM (Samoa Time)

The Bidder is responsible for ensuring that the complete Quotation is successfully transmitted and received before the Submission Deadline.

Late Quotations will not be considered.

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