Request for Quotation

Goods & Related Services

Supply of Microsoft 365 Licenses and Subscriptions

ISSUED ON: 23 September 2026
RFQ NO: CIT-RFQ-2026-09-003
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 Part 3A – RFQ Particulars.

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 Part 3A – RFQ Particulars.

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

1.1 Purpose

The Samoa Water Authority (SWA) requires the supply and provisioning of genuine Microsoft cloud licence and subscription entitlements for its existing Microsoft tenant.

The principal requirement is for the Microsoft licence and subscription products identified in Section 2.

The quantities required for each Subscription are variable and shall be determined by SWA. No minimum quantity is guaranteed unless expressly stated.

Bidders shall provide per-licence pricing in accordance with the commitment and billing configurations established in Part 3.

Part 3 establishes the applicable commercial response, including:

- monthly commitment and monthly billing pricing;
- annual commitment and annual billing pricing;
- applicable commercial units;
- quotation validity; and
- financial evaluation treatment.

1.2 Scope

The procurement comprises:

1. the supply and provisioning of the Microsoft licence and subscription entitlements specified in Section 2; and
2. optional Related Services identified in Section 5, which Bidders may offer and separately price where available.

All administrative, transactional and provisioning activities reasonably necessary to make purchased licence and subscription entitlements available to SWA form part of the licence supply.

Related Services are separate from licence fulfilment. A Bidder may offer none, one or more of the identified Related Services.

SWA may, subject to applicable procurement and approval requirements, separately award a Related Service offered under this RFQ or use information obtained through the Related Service offers to inform the scope and requirements of a subsequent procurement.

2. Licensing and Subscription Requirements

2.1 Subscription Schedule

Ref.	Microsoft Licence / Subscription	Quantity Basis
SUB-01	Microsoft 365 F3	Variable — as required by SWA
SUB-02	Microsoft 365 Business Premium	Variable — as required by SWA
SUB-03	Microsoft 365 Business Basic	Variable — as required by SWA
SUB-04	Microsoft 365 Business Standard	Variable — as required by SWA
SUB-05	Microsoft Entra ID P2	Variable — as required by SWA
SUB-06	Microsoft Defender for Office 365 Plan 1	Variable — as required by SWA
SUB-07	Microsoft Power BI Pro	Variable — as required by SWA

The quantities identified above are variable and do not constitute a minimum purchase commitment or guaranteed quantity.

SWA shall determine the actual quantity of each Subscription to be purchased.

Bidders shall provide per-licence pricing for each Subscription in accordance with the commitment and billing configurations specified in Part 3.

2.2 General Subscription Requirements

SUB-REQ-01
Each Subscription supplied shall be a genuine Microsoft licence or subscription entitlement corresponding to the Microsoft product specified in Section 2.1.

SUB-REQ-02
Each Subscription shall be legitimately sourced and supplied through the Microsoft Cloud Solution Provider (CSP) channel applicable to the Bidder.

SUB-REQ-03
Each Subscription shall be legitimately provisionable and usable within SWA's existing Microsoft tenant.

SUB-REQ-04
The Supplier shall ensure that the correct Microsoft product or SKU and quantity purchased by SWA are associated with and made available to the intended SWA tenant.

SUB-REQ-05
All administrative, transactional and provisioning activities reasonably necessary to supply and make the purchased Subscription available to SWA form part of the licence supply.

SUB-REQ-06
Licence fulfilment shall include, as applicable:

- order processing;
- CSP or reseller transaction processing;

- tenant association;
- provisioning;
- activation; and
- establishment of the commitment and billing configuration purchased by SWA.

SUB-REQ-07
The Supplier shall correct, without additional charge, Supplier-side or supply-chain errors affecting the:

- product or SKU;
- quantity;
- entitlement;
- provisioning; or
- tenant association

of a Subscription purchased by SWA.

SUB-REQ-08
Licence or subscription pricing shall not be conditional upon SWA purchasing:

- technical support;
- managed or co-managed services;
- administration services;
- consulting or professional services;
- security services;
- third-party products; or
- other ancillary services.

SUB-REQ-09
The supply of Microsoft licences or subscriptions shall not, by itself, confer any standing administrative, privileged, delegated or operational access to SWA's Microsoft tenant, systems, identities, data or services.

SUB-REQ-10
Any access beyond that strictly necessary for licence fulfilment shall require separate express authorisation by SWA and shall be limited to the authorised purpose and level of access.

3. Microsoft CSP and Supplier Capability Requirements

CAP-01
The Bidder shall be a current Microsoft CSP Indirect Reseller authorised to transact the Microsoft cloud products offered under this RFQ.

Evidence: Bidder confirmation and sufficient supporting information to enable verification.

CAP-02
The legal entity associated with the applicable Microsoft CSP or Partner account shall correspond to the legal entity submitting the Quotation.

A trading name may be used provided that the underlying legal entity is clearly identified.

Evidence: Bidder confirmation and supporting information where required.

CAP-03
The Bidder shall provide its applicable Microsoft Partner identifier or equivalent information sufficient for SWA to verify the Bidder's Microsoft partner identity and status.

CAP-04
The Bidder shall maintain a current relationship with a Microsoft-authorised Indirect Provider or Distributor through which the Microsoft products offered under this RFQ can be legitimately supplied.

Evidence: Name of the applicable Indirect Provider or Distributor and supporting evidence sufficient for verification.

CAP-05
At the Quotation Closing Time, the Bidder shall satisfy the mandatory Microsoft Partner Center security requirements applicable to its participation as a CSP Indirect Reseller.

Evidence: Bidder confirmation and supporting information sufficient for verification where required.

CAP-06
The Bidder should disclose its current Microsoft Partner Center Security Score, where available, together with the date to which the disclosed score relates.

SWA does not prescribe a minimum Security Score under this RFQ. The disclosure is requested to support supplier-security assurance.

4. Licence Fulfilment and Tenant Access

4.1 Licence Fulfilment

Licence fulfilment comprises the administrative, transactional and provisioning activities reasonably necessary for SWA to receive and use a Microsoft licence or subscription entitlement purchased under this RFQ.

These activities form part of the licence supply and are not separately procurable Related Services.

No separate:

- provisioning charge;
- activation charge;
- onboarding charge;
- licence administration charge;
- transaction-processing charge; or
- similar charge

shall apply to activities reasonably necessary to complete licence fulfilment.

Activities beyond licence fulfilment that constitute technical support, managed services, security services, consulting, professional services or other operational assistance are not included in licence supply merely because the Bidder also supplies Microsoft licences.

4.2 Tenant Access

SWA retains control over administrative and delegated access to its Microsoft tenant.

A Microsoft CSP, reseller, distributor or supplier relationship shall not, by itself, authorise the Bidder or Supplier to obtain or retain administrative, privileged, delegated or operational access to SWA's Microsoft tenant, systems, identities, data or services.

The Bidder shall not require standing administrative or privileged access to SWA's Microsoft tenant solely as a condition of supplying licences or subscriptions.

Where access beyond that strictly necessary for licence fulfilment is required for a Related Service or other separately authorised activity, such access shall:

- require express approval by SWA;
- be limited to the authorised purpose;
- be limited to the level of access reasonably necessary; and
- comply with applicable SWA security and access requirements.

5. Optional Related Services

5.1 Related Service Schedule

The following Related Services may be offered by the Bidder:

Ref.	Related Service
RS-01	Technical Support Services
RS-02	Managed & Co-managed Services
RS-03	Security Services

Offering a Related Service is optional unless expressly stated otherwise.

A Bidder may offer none, one or more of the Related Services identified above.

A Bidder's decision not to offer a Related Service shall not affect the evaluation of its licence and subscription offer.

Each Related Service offered shall be separately described and separately priced.

Related Service pricing shall not be bundled into, incorporated into or made a condition of the licence or subscription pricing submitted under this RFQ.

SWA may, subject to applicable procurement and approval requirements, separately award none, one or more of the Related Services offered under this RFQ.

SWA may alternatively use information obtained through Related Service offers to inform the scope and requirements of a subsequent procurement.

No minimum quantity, expenditure, commitment or award in respect of any Related Service is guaranteed.

5.2 Related Service Offer

For each Related Service offered, the Bidder shall provide sufficient information for SWA to understand the nature, scope and commercial basis of the service.

As applicable to the service offered, the Bidder shall identify:

- service or package name;
- Microsoft products, workloads or environments covered;
- scope of service;
- principal activities and deliverables;
- service and support hours;
- contact and support channels;
- Level 1, Level 2 and Level 3 support responsibilities, where applicable;
- escalation arrangements;
- response targets or service levels;
- Microsoft or other vendor escalation arrangements;
- proactive and reactive service components;
- monitoring activities;
- division of responsibilities for co-managed services;
- included incidents, hours, users, devices, workloads or consumption limits;
- reporting and service-governance arrangements;

- material exclusions;
- pricing basis and applicable charges in accordance with Part 3;
- minimum commitment, where applicable; and
- termination or notice requirements, where applicable.

Where the Bidder offers a bundled or packaged service, the Bidder shall identify the principal components included in the bundle or package.

A proprietary service or package name alone is not sufficient to describe the service being offered.

5.3 RS-01 — Technical Support Services

Where offered, the Bidder shall describe the Technical Support Services available for SWA's Microsoft environment.

The description shall distinguish, as applicable:

- incident response and troubleshooting;
- technical escalation;
- Microsoft support escalation or coordination;
- remote technical assistance;
- included support hours or incidents;
- response targets or service levels; and
- material exclusions.

Technical Support Services are separate from the Supplier's obligation to correct licence fulfilment errors for which the Supplier or its supply chain is responsible.

5.4 RS-02 — Managed & Co-managed Services

Where offered, the Bidder shall describe the Managed or Co-managed Services available for SWA's Microsoft environment.

The description shall identify, as applicable:

- systems and workloads covered;
- administrative functions covered;
- operational activities;
- proactive and reactive activities;
- monitoring activities;
- service hours;

- division of responsibilities between SWA and the service provider;
- reporting and service-governance arrangements;
- escalation arrangements; and
- material exclusions.

Where a co-managed model is offered, the division of responsibilities between SWA and the service provider shall be clearly identified.

5.5 RS-03 — Security Services

Where offered, the Bidder shall describe the Security Services available for SWA's Microsoft environment.

The description shall identify, as applicable:

- security products, workloads or environments covered;
- security monitoring;
- security administration;
- detection, investigation and response activities;
- alert triage and escalation;
- incident escalation;
- service hours or coverage;
- reporting;
- Microsoft or other vendor escalation arrangements; and
- material exclusions.

The Bidder shall distinguish security capabilities inherent in the Microsoft products or licences supplied from separately provided Supplier security services.

5.6 Insurance — Related Services

Where the Bidder offers RS-01, RS-02 or RS-03, the Bidder shall identify the insurance coverage it currently maintains in relation to the provision of professional ICT services.

SWA expects suppliers providing professional ICT services to maintain appropriate Public Liability and Professional Indemnity or equivalent Technology Errors & Omissions insurance.

The Bidder should also identify Cyber Liability insurance or other relevant insurance currently maintained.

Insurance Type	Insurer	Expiry Date
Public Liability		
Professional Indemnity / Technology Errors & Omissions		
Cyber Liability		
Other — specify		

The information requested above relates to the Bidder's current insurance coverage.

Any insurance requirements applicable to a Related Service subsequently procured shall be governed by the applicable Contract requirements.

6. Verification and Acceptance

6.1 Licence and Subscription Acceptance

A licence or subscription entitlement shall be considered fulfilled when SWA has verified that the purchased entitlement has been correctly supplied and made available within the intended SWA tenant.

ACC-01
The correct Microsoft product or SKU and quantity shall be provisioned and available within the intended SWA tenant.

ACC-02
The entitlement shall correspond to the:

- product;
- quantity;
- commitment configuration; and
- billing configuration

purchased by SWA.

ACC-03
SWA may verify the Bidder's compliance with CAP-01 to CAP-05 using information and evidence supplied by the Bidder and, where appropriate, information available from Microsoft or the applicable Indirect Provider or Distributor.

Any Supplier-side or supply-chain discrepancy affecting fulfilment shall be corrected in accordance with Section 4.1.

6.2 Related Service Acceptance

Where SWA separately awards a Related Service offered under Section 5, the applicable:

- scope;
- deliverables;
- service levels;
- responsibilities;
- commencement arrangements; and
- acceptance requirements

shall be those expressly incorporated into the resulting Contract.

END OF PART 2 — DESCRIPTION / REQUIREMENTS

PART 3 – REQUEST FOR QUOTATION

Part 2 defines the licence, subscription and Related Service requirements of Samoa Water Authority (SWA).

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

SECTION A — RFQ PARTICULARS

Prepared by SWA

A1. RFQ Particulars

Particular	Requirement
RFQ Reference	CIT-RFQ-2026-09-003
Procurement	Supply of Microsoft 365 Licences and Subscriptions
Purchaser	Samoa Water Authority
SWA Tender Email	tenders@swa.gov.ws
Submission Deadline	**5:00PM, Friday 2 October 2026 (Samoa Time)**
Quotation Validity Period	90 days from the Submission Deadline
Quotation Scope	Complete Commercial Offer required for SUB-01 to SUB-07
Pricing Basis	Per-licence Unit Pricing
Monthly Commercial Unit	Licence / Month
Annual Commercial Unit	Licence / Year
Monthly Configuration	Monthly commitment / monthly billing
Annual Configuration	12-month commitment / annual billing
Purchase Quantity Basis	Variable — determined by SWA
Minimum Purchase Quantity	None
Licence Award Basis	Microsoft Licence Requirement as one commercial lot
Related Services Award Basis	Optional and separately awardable
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 for financial evaluation and comparison
Financial Award Basis	Lowest Evaluated Price in accordance with Section A9
Alternative Offers	Not permitted

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

The submission requirements established in **Part 1 — Instructions to Bidders** govern the submission of the Quotation using the SWA Tender Email and Submission Deadline specified above.

A2. Commercial Response Structure

The following Part 2 Procurement Objects require a Commercial Offer.

Part 2 Ref.	Procurement Object	Commercial Response Required	Section B	Price Treatment
SUB-01	Microsoft 365 F3	Monthly and Annual Unit Price	B2	**EP**
SUB-02	Microsoft 365 Business Premium	Monthly and Annual Unit Price	B2	**EP**
SUB-03	Microsoft 365 Business Basic	Monthly and Annual Unit Price	B2	**EP**
SUB-04	Microsoft 365 Business Standard	Monthly and Annual Unit Price	B2	**EP**
SUB-05	Microsoft Entra ID P2	Monthly and Annual Unit Price	B2	**EP**
SUB-06	Microsoft Defender for Office 365 Plan 1	Monthly and Annual Unit Price	B2	**EP**
SUB-07	Microsoft Power BI Pro	Monthly and Annual Unit Price	B2	**EP**

A2.1. Price Treatment

EP — Evaluated Price Treatment

The quoted price or commercial input participates in the disclosed financial evaluation methodology.

Section B2 is the authoritative pricing schedule for SUB-01 to SUB-07.

The fulfilment, capability, tenant-access, 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 licence-supply basis shall be incorporated into the relevant Unit Price.

A3. Commitment and Billing Configurations

A3.1. Monthly Commitment

For each Subscription, the Bidder shall provide a Unit Price based on:

Parameter	Requirement
Commitment	Monthly
Billing Frequency	Monthly
Commercial Unit	Licence / Month
Pricing Application	Per individual licence
Purchase Quantity	Determined by SWA

The quoted Monthly Commitment Unit Price shall apply to each licence purchased under that configuration.

A3.2. Annual Commitment

For each Subscription, the Bidder shall provide a Unit Price based on:

Parameter	Requirement
Commitment	12 months
Billing Frequency	Annual
Commercial Unit	Licence / Year
Pricing Application	Per individual licence
Purchase Quantity	Determined by SWA

The quoted Annual Commitment Unit Price shall apply to each licence purchased under that configuration.

A3.3. Pricing Application

The configurations in Sections A3.1 and A3.2 are commitment and billing configurations.

They are not:

- Volume Bands;
- quantity tiers; or
- quantity-dependent pricing structures.

Unless expressly stated otherwise in this RFQ, the quoted Unit Price shall not vary according to the number of licences purchased.

SWA may determine at Award:

- the applicable commitment configuration for each Subscription; and

- the actual number of licences to be purchased.

The pricing configurations do not create:

- a minimum Purchase Quantity;
- a guaranteed quantity;
- a forecast quantity;
- a standing order;
- a standing offer;
- a framework arrangement;
- a call-off arrangement;
- a commitment to purchase every Subscription; or
- a guarantee that either commitment configuration will be selected.

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 price entered in Section B 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 NZD Telegraphic Transfer Sell Rate; and
- BSP Samoa NZD Telegraphic Transfer Sell Rate

applicable on the Submission Deadline.

The Evaluation Exchange Rate shall be calculated as:

Evaluation Exchange Rate = (ANZ Samoa NZD TT Sell Rate + BSP Samoa NZD TT Sell Rate) ÷ 2

The applicable SAT evaluation value shall be calculated as:

Evaluated SAT Price = NZD Quoted Price × Evaluation Exchange Rate

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.

The source rates, applicable dates, arithmetic average and resulting conversions shall be recorded in the Evaluation Report.

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;
- alter the currency of the Bidder's Commercial Offer; or
- alter the authoritative prices entered in Section B2.

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

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

A5. Tax Basis

All financial evaluation and comparison shall be undertaken on a:

VAGST-exclusive basis

This establishes a common basis for comparison between Quotations where VAGST may or may not apply, including comparison between local and overseas Quotations.

Where VAGST applies to an offered price, the applicable VAGST component shall be stated separately in Section B2.

Where VAGST does not apply, the Bidder shall enter: **0.00,** in the applicable VAGST Component field.

The VAGST component shall not form part of the financial evaluation.

Separate disclosure of VAGST is retained for commercial, payment and Contract administration purposes.

A6. Price Basis and Licence Fulfilment

The Unit Prices entered in Section B2 shall include all costs reasonably necessary to supply and make the applicable licence or subscription entitlement available to SWA in accordance with Part 2.

This includes, as applicable:

- the applicable Microsoft licence or subscription entitlement;
- CSP, reseller and supply-chain transaction activities;
- order processing;
- tenant association;
- provisioning;
- activation;
- establishment of the purchased commitment and billing configuration; and
- other administrative or transactional activities reasonably necessary for SWA to receive and use the purchased entitlement.

No separate charge shall be payable for provisioning, activation, transaction processing, licence administration or similar activities where those activities are reasonably necessary to fulfil the licence-supply requirement.

The Bidder is responsible for determining the commercial proposition necessary to fulfil the requirements of the RFQ.

Quoted Unit Prices shall remain fixed during the Quotation Validity Period in the selected Quotation Currency.

A change in:

- Microsoft publisher pricing;
- distributor pricing;
- upstream supplier pricing;
- exchange rates; or
- another supplier-side cost

during the Quotation Validity Period does not automatically amend or qualify the Bidder's Commercial Offer.

A7. Standalone Licence Pricing

The Unit Prices for SUB-01 to SUB-07 shall be offered on a standalone licence-supply basis.

Licence pricing shall not be conditional upon SWA purchasing:

- RS-01 Technical Support Services;
- RS-02 Managed & Co-managed Services;
- RS-03 Security Services;
- technical support;
- managed services;
- co-managed services;
- administration services;
- consulting or professional services;
- backup services;
- security services;
- third-party products; or
- other ancillary services.

Any discount applicable to a Subscription shall be incorporated into the applicable Unit Price unless another pricing mechanism is expressly provided by this RFQ.

A8. Purchase Quantities and Contract Price

The actual Purchase Quantity for each Subscription will be determined by SWA.

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

Where the Monthly Commitment configuration is selected, the applicable price for the purchased licences shall be calculated from:

Accepted Monthly Commitment Unit Price × Actual Purchase Quantity

for each applicable monthly billing period.

Where the Annual Commitment configuration is selected, the applicable price for the purchased licences shall be calculated from:

Accepted Annual Commitment Unit Price × Actual Purchase Quantity

for the applicable 12-month commitment.

No quantity, weighting or other construct used solely for financial evaluation creates a Purchase Quantity or other purchasing commitment.

Only the Subscription, commitment and billing configuration, Purchase Quantity, accepted Unit Price and other commercial particulars accepted through the Award, Purchase Order or resulting Contract become operative commercial commitments.

A9. Financial Evaluation

A9.1. Evaluation Basis

Only substantially responsive Quotations shall proceed to financial evaluation in accordance with Part 1.

Financial evaluation shall be undertaken:

- in SAT;
- exclusive of VAGST;
- using the authoritative Unit Prices in Section B2;
- using the commitment-configuration weighting in Section A9.3; and
- using the product weighting in Section A9.4.

All SUB-01 to SUB-07 have **EP treatment**.

SWA will perform all financial-evaluation calculations.

The Bidder shall not calculate or submit the Evaluated Price.

The substantially responsive Quotation with the **lowest Evaluated Price** calculated in accordance with this Section shall be first-ranked in the financial evaluation.

A9.2. Annualised Monthly Price

For each Subscription, SWA will annualise the Monthly Commitment Unit Price as follows:

Annualised Monthly Price = Monthly Commitment Unit Price × 12

The Annualised Monthly Price is an evaluation construct only.

It does not:

- create a 12-month commitment under the Monthly Commitment configuration;
- change the authoritative Monthly Commitment Unit Price;
- create a Contract Price;
- establish an actual Purchase Quantity; or
- require SWA to purchase a licence for 12 months under the Monthly Commitment configuration.

The Annual Commitment Unit Price entered in Section B2 remains the authoritative offered price for the 12-month commitment / annual billing configuration.

A9.3. Commitment Configuration Weighting

For each Subscription, SWA will calculate a **Comparison Price** using the following weighting:

Pricing Configuration	Weight
Annualised Monthly Price	**20%**
Annual Commitment Unit Price	**80%**
Total	**100%**

The Comparison Price for each Subscription shall be calculated as:

Comparison Price = (Annualised Monthly Price × 20%) + (Annual Commitment Unit Price × 80%)

Equivalently:

Comparison Price = (Monthly Commitment Unit Price × 12 × 20%) + (Annual Commitment Unit Price × 80%)

The Comparison Price is an evaluation construct only.

It does not become:

- a quoted price;
- an accepted Unit Price;
- a Contract Price; or
- a purchasing commitment.

A9.4. Product Weighting

The following product weights apply:

Ref.	Microsoft Licence / Subscription	Product Weight
SUB-01	Microsoft 365 F3	**35%**
SUB-02	Microsoft 365 Business Premium	**35%**
SUB-03	Microsoft 365 Business Basic	**7.5%**
SUB-04	Microsoft 365 Business Standard	**7.5%**
SUB-05	Microsoft Entra ID P2	**5%**
SUB-06	Microsoft Defender for Office 365 Plan 1	**5%**
SUB-07	Microsoft Power BI Pro	**5%**
	Total	**100%**

The product weights establish the relative financial evaluation significance of the respective Subscriptions.

They do not represent:

- actual Purchase Quantities;
- forecast Purchase Quantities;
- minimum Purchase Quantities;
- licence allocations; or
- expenditure commitments.

A9.5. Evaluated Price

For each Subscription, SWA will calculate a **Weighted Price** as follows:

Weighted Price = Comparison Price × Product Weight

The overall **Evaluated Price** for the Microsoft Licence Requirement shall be:

Evaluated Price = Sum of the Weighted Prices for SUB-01 to SUB-07

Accordingly:

Evaluated Price = Σ { Product Weight × [(Monthly Commitment Unit Price × 12 × 20%) + (Annual Commitment Unit Price × 80%)] }

The resulting Evaluated Price is the common financial comparison value for the Microsoft Licence Requirement.

The substantially responsive Quotation with the **lowest Evaluated Price** shall be first-ranked in the financial evaluation, subject to Part 1 and the other requirements of the RFQ.

The Evaluated Price is an evaluation construct.

It does not become:

- the Bidder's Quoted Price;
- an accepted Unit Price;
- the Contract Price;
- a Purchase Quantity; or
- an obligation for SWA to purchase any particular combination or quantity of Subscriptions.

A9.6. Microsoft Direct Pricing and Value for Money

SWA may compare the Unit Prices offered against applicable Microsoft direct pricing for the corresponding product and commitment configuration to assess:

- price reasonableness;
- value for money; and
- whether pricing is commercially balanced across the licence portfolio.

Microsoft direct pricing:

- provides an independent commercial reference;
- does not replace the Bidder's authoritative Unit Prices;
- does not form part of the calculation of the Evaluated Price; and
- is not required to be reproduced or calculated by the Bidder.

A9.7. Evaluation Controls

Financial evaluation shall not introduce after the Submission Deadline any undisclosed:

- Purchase Quantity;
- Evaluation Quantity;
- product weighting;
- commitment-configuration weighting;
- basket;
- normalisation;
- synthetic Grand Total; or
- ranking assumption.

SWA may perform:

- currency conversion;
- annualisation;
- arithmetic;
- disclosed weighting; and
- other deterministic calculations

expressly established by the RFQ from complete authoritative Bidder inputs.

Such calculation is not reconstruction of the Bidder's Commercial Offer.

SWA may seek clarification of an apparent pricing anomaly in accordance with Part 1.

Clarification shall not permit the Bidder to revise, reconstruct or reprice its Commercial Offer.

The Evaluated Price is an evaluation construct and is not the Contract Price.

A10. Licence Commercial Dependencies

Some add-on licences or subscriptions may require a qualifying underlying Microsoft licence, subscription or entitlement.

The Bidder shall nevertheless provide the standalone Unit Prices required in Section B2 for SUB-01 to SUB-07.

Inclusion of an add-on Subscription in this RFQ does not represent that the add-on can operate independently of applicable Microsoft licensing prerequisites.

SWA will determine the applicable combination of base and add-on licences when determining the licences to be purchased.

The Bidder shall not condition the price of a base Subscription upon purchase of an add-on Subscription unless the dependency is an inherent Microsoft licensing requirement and is expressly identified in the Quotation.

A11. Optional Related Services

The following Related Services identified in Part 2 may be offered:

- **RS-01 — Technical Support Services**
- **RS-02 — Managed & Co-managed Services**
- **RS-03 — Security Services**

The Bidder may offer none, one, more than one or all of the Related Services.

Failure to offer an optional Related Service does not affect the evaluation of the Microsoft licence and subscription requirement.

Each Related Service offered shall be:

- separately identified;
- separately described;
- separately priced; and
- commercially distinguishable from the licence prices in Section B2.

The Bidder shall identify, as applicable:

- the pricing unit or basis;
- one-time charges;
- recurring charges;
- billing frequency;
- minimum commitment; and
- other material commercial conditions.

Related Service pricing shall not be bundled into or used to qualify the Unit Prices for SUB-01 to SUB-07.

SWA does not guarantee any minimum expenditure, quantity, commitment or Award for a Related Service.

Subject to applicable procurement and approval requirements, SWA may:

- separately award none, one or more Related Services; or
- use the information provided to inform a subsequent procurement.

A12. 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 prices and commercial terms submitted under this RFQ apply only to this procurement.

They do not establish:

- a standing offer;
- a standing order;
- a framework arrangement;
- a call-off arrangement;
- an ongoing price list;
- a future renewal-price mechanism; 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

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

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

B1. Bidder Particulars and Quotation Currency

B1.1. Bidder Particulars

Particular	Bidder Response
Registered Legal Name	
Trading Name, if applicable	
Country of Registration	
Registration / Incorporation Number	
Tax Identification Number / Equivalent	
Registered Address	
Contact Person	
Position / Title	
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.

B2. Microsoft Licence and Subscription Pricing

B2.1. Pricing Schedule

The Bidder shall complete **every pricing field** in the following schedule.

All Unit Prices shall be stated in the single Quotation Currency selected in B1.2.

Ref.	Microsoft Licence / Subscription	Monthly Commitment Unit Price — Licence / Month — VAGST Exclusive	Monthly VAGST Component	Annual Commitment Unit Price — Licence / Year — VAGST Exclusive	Annual VAGST Component
SUB-01	Microsoft 365 F3				
SUB-02	Microsoft 365 Business Premium				
SUB-03	Microsoft 365 Business Basic				
SUB-04	Microsoft 365 Business Standard				
SUB-05	Microsoft Entra ID P2				
SUB-06	Microsoft Defender for Office 365 Plan 1				
SUB-07	Microsoft Power BI Pro				

No Grand Total is required.

The Bidder shall not calculate or enter:

- an Annualised Monthly Price;
- a Comparison Price;
- a Weighted Price; or
- an Evaluated Price.

B2.2. Pricing Interpretation

Each Monthly Commitment Unit Price:

- applies to one licence for one month;
- is based on monthly commitment / monthly billing;
- is exclusive of VAGST;
- includes applicable licence fulfilment under Part 2 and Section A6; and
- is offered independently of the optional Related Services.

Each Annual Commitment Unit Price:

- applies to one licence for a 12-month commitment;
- is based on annual billing;

- is exclusive of VAGST;
- includes applicable licence fulfilment under Part 2 and Section A6; and
- is offered independently of the optional Related Services.

A Unit Price of: **0.00**

means that the applicable licence or subscription is genuinely offered at no charge under that configuration.

Where VAGST does not apply, the applicable VAGST Component shall be entered as: **0.00**

A blank field does **not** mean:

- zero;
- included;
- not applicable; or
- not offered.

B3. Optional Related Service Pricing

Complete only for the Related Services being offered.

RS Ref.	Service / Package	Pricing Unit / Basis	One-Time Price	Recurring Price	Billing Frequency	Minimum Commitment
RS-01	Technical Support Services					
RS-02	Managed & Co-managed Services					
RS-03	Security Services					

Where the commercial structure of an offered Related Service cannot reasonably be represented in the table above, the Bidder may provide a supporting pricing schedule.

Any supporting schedule shall clearly identify:

- the applicable RS reference;
- each charge;
- the pricing unit or basis;
- whether the charge is one-time or recurring;
- applicable billing frequency;
- included consumption, hours, incidents, users, devices, workloads or other units, where applicable;
- any minimum commitment; and

- any other material commercial condition.

A supporting Related Service pricing schedule does not replace, amend or qualify the authoritative licence prices in Section B2.

A blank RS row means that the applicable optional Related Service is not offered.

B4. Related Service Commercial Conditions

Where an optional Related Service is offered and a material commercial condition applies, identify it below.

RS Ref.	Commercial Condition	Bidder Response

A Related Service commercial condition shall not amend or qualify the licence and subscription prices in Section B2.

B5. Commercial Attachments

Where the Bidder provides a commercial attachment, identify it below.

Attachment Ref.	Document / Schedule	Applies To	Purpose

Commercial attachments may support the Commercial Offer but do not replace the authoritative pricing schedule in Section B2.

Supplier, publisher, distributor, upstream-provider or other third-party terms do not amend the RFQ merely because they accompany or are referenced by the Quotation.

Any permitted qualification, exception or proposed variation shall be identified only through the mechanism permitted by the RFQ.

B6. Commercial Offer Declaration

The Bidder confirms that:

- this Commercial Offer covers **SUB-01 to SUB-07**;
- a Monthly Commitment Unit Price has been provided for every Subscription;
- an Annual Commitment Unit Price has been provided for every Subscription;
- every applicable VAGST Component field has been completed;
- all prices are stated in the single Quotation Currency selected in B1.2;
- the Unit Prices used for financial evaluation are VAGST exclusive;

- applicable VAGST components are stated separately;
- Section B2 contains the authoritative licence and subscription prices;
- the prices in Section B2 represent the Bidder's bona fide commercial prices for the applicable Microsoft products and commitment configurations;
- the licence and subscription prices include the licence-fulfilment activities required under Part 2;
- the licence and subscription prices are not conditional upon purchase of optional Related Services or other ancillary services;
- any optional Related Services offered are separately identified and priced;
- this Commercial Offer is submitted in accordance with the requirements and conditions of the RFQ;
- the quoted Unit Prices remain fixed for 90 days from the Submission Deadline; and
- the signatory is authorised to submit the Quotation on behalf of the Bidder.

Particular	Bidder Response
Authorised Signatory	
Position / Title	
Signature	
Date	

COMMERCIAL RESPONSE RULES

1. **Authoritative Pricing Schedule**
   Section B2 is the authoritative pricing schedule for SUB-01 to SUB-07.

2. **Complete Licence Quotation Required**
   A complete Commercial Offer for SUB-01 to SUB-07 is required.

3. **Mandatory Unit Prices**
   The Bidder shall provide both the Monthly Commitment Unit Price and Annual Commitment Unit Price for every Subscription. All fourteen (14) Unit Price fields are mandatory. Failure to provide a required Unit Price constitutes an incomplete Commercial Offer and shall be assessed in accordance with the substantial-responsiveness requirements of Part 1. SWA will not reconstruct a missing mandatory Unit Price.

4. **Mandatory VAGST Disclosure**
   Every VAGST Component field shall be completed. Where VAGST does not apply, the Bidder shall enter **0.00**.

5. **Single Quotation Currency**
   All prices shall use the single currency selected in B1.2.

6. **VAGST-Exclusive Evaluation**
   Financial evaluation and comparison shall use VAGST-exclusive prices. Separately disclosed VAGST components do not form part of the financial evaluation.

7. **No Silent Inference**
   A blank field shall not be interpreted as zero, included, not applicable or not offered.

8. **No Reconstruction**
   SWA will not reconstruct a missing mandatory Unit Price from another price, attachment, publisher price, distributor price, mathematical relationship or other information.

9. **Calculation is not Reconstruction**
   SWA may perform deterministic calculations expressly established by the RFQ from complete authoritative Bidder inputs.

10. **Standalone Licence Pricing**
    SUB-01 to SUB-07 shall be priced independently of optional Related Services and other ancillary services.

11. **Licence Fulfilment Included**
    Activities reasonably necessary to supply and make the purchased entitlement available to SWA shall be included in the applicable Unit Price and shall not be separately charged.

12. **Fixed Prices**
    Quoted Unit Prices shall remain fixed in the selected Quotation Currency for the 90-day Quotation Validity Period.

13. **NZD Evaluation Conversion**
    NZD Quotations shall be converted to SAT for evaluation in accordance with Section A4.

14. **No Alternative Offers**
    Alternative Offers are not permitted.

15. **Optional Related Services**
    The Bidder may offer none, one or more of RS-01 to RS-03. Failure to offer an optional Related Service does not affect evaluation of the Microsoft licence and subscription requirement.

16. **Commercial Attachments**
    Attachments may support but do not replace the authoritative Section B2 pricing schedule.

17. **Third-Party Terms**
    Supplier, publisher, distributor, upstream-provider or other third-party terms do not amend or qualify the RFQ merely because they accompany or are referenced by the Quotation.

18. **No Artificial Grand Total**
    No aggregate Grand Total shall be entered or inferred. Actual Purchase Quantities are determined by SWA, and no undisclosed quantity shall be used to construct a Bidder total.

19. **Financial Evaluation Calculations**
    SWA will calculate the Annualised Monthly Prices, Comparison Prices, Weighted Prices and Evaluated Price in accordance with Section A9. The Bidder shall not calculate or submit those values.

20. **Evaluation Result and Contract Price**
    The Evaluated Price is an evaluation construct and is not the Contract Price. The applicable Contract Price is derived from the accepted Commercial Offer, selected commitment and billing configuration, and actual Purchase Quantity.

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 commitment period applicable to each Subscription shall be the commitment configuration accepted through the applicable Award, Purchase Order or Contract instrument.

Where a **Monthly Commitment / Monthly Billing** configuration is selected, the applicable Subscription shall operate on a monthly commitment and monthly billing basis. The authorised licence quantity may vary between monthly billing periods in accordance with SWA's requirements and the applicable Microsoft subscription rules.

Where a **12-month Annual Commitment / Annual Billing** configuration is selected, the applicable Subscription shall operate for the applicable 12-month commitment period.

A 12-month Annual Commitment shall **not automatically renew** under the Contract. Any renewal, replacement or continuation beyond the applicable 12-month commitment period shall require a separate decision and authorisation by SWA.

The Contract Period is distinct from the commitment period and billing period applicable to an individual Subscription.

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.

For each Subscription, the applicable Contract Price shall be determined from:

1. the accepted Subscription;
2. the accepted commitment and billing configuration;
3. the authorised licence quantity; and
4. the accepted Unit Price applicable to that configuration.

Where a **Monthly Commitment / Monthly Billing** configuration applies, the amount payable for each applicable monthly billing period shall be:

Accepted Monthly Commitment Unit Price × Authorised Licence Quantity for that billing period

Where a **12-month Annual Commitment / Annual Billing** configuration applies, the amount payable for the applicable 12-month commitment period shall be:

Accepted Annual Commitment Unit Price × Authorised Licence Quantity

Any:

- Evaluated Price;
- Comparison Price;
- Weighted Price;
- financial normalisation; or
- evaluation currency conversion

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

For a Monthly Commitment / Monthly Billing Subscription, the Supplier may invoice the applicable subscription charge **in advance for the relevant monthly billing period**.

For a 12-month Annual Commitment / Annual Billing Subscription, the Supplier may invoice the applicable subscription charge **in advance for the applicable 12-month commitment period**.

Payment shall be against a valid invoice, payable within: **30 days**

Payment or invoicing in advance does not, by itself, constitute acceptance of a Subscription and does not relieve the Supplier of any obligation to correct an incorrect product, SKU, quantity, entitlement, tenant association, commitment configuration or other non-conforming supply in accordance with Part 2 and the Contract.

Related Services

Where an optional Related Service is expressly accepted and awarded by SWA, the applicable price, billing frequency and payment basis shall be those accepted by SWA and specified in the applicable Award, Purchase Order or Contract instrument.

A Related Service may be invoiced on a monthly, annual or other expressly agreed basis appropriate to the accepted service.

No payment shall be due for any Subscription, Related Service, quantity, charge or other amount that has 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 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 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 33 — INSPECTION, REJECTION AND ACCEPTANCE — GOODS

The procurement-specific verification and acceptance requirements applicable to the Subscriptions are specified in:

Part 2 — Description / Requirements

For the purposes of GCC Clause 33, a Subscription shall be accepted when SWA has verified that the applicable Subscription has been correctly supplied and provisioned in accordance with Part 2 and the Contract.

Payment or invoicing of a Subscription does not, by itself, constitute acceptance.

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

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

GCC 35 — INSURANCE

No additional insurance is required solely for the supply of the Subscriptions.

Where an optional Related Service is expressly accepted and awarded by SWA, the Supplier shall maintain, for the period during which that Related Service is performed, the insurance cover disclosed in its Quotation and accepted by SWA as applicable to that Related Service.

The Supplier shall not materially reduce or discontinue such insurance during the applicable service period without prior written notice to SWA.

The Supplier shall, upon request, provide reasonable evidence that the applicable insurance remains current.

Nothing in this provision affects any insurance obligation imposed by:

- applicable law; or
- another expressly incorporated Contract requirement.

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 Item	RFQ Reference	Bidder Check
SC-01	Complete Quotation prepared for submission in accordance with the submission requirements in Part 1, using the SWA Tender Email and Submission Deadline specified in Part 3	Part 1; Part 3 A1	[ ]
SC-02	Bidder identity and contact particulars completed in Part 3	Part 3 B1	[ ]
SC-03	Applicable Bidder eligibility documentation provided, including legal registration / incorporation, applicable business licence or tax registration evidence, and notarised power of attorney authorising the signatory, as required for a Samoa-registered or overseas Bidder	Part 1 Clause 2	[ ]
SC-04	Annex 1 — Conflict of Interest Declaration completed and signed	Part 1 Clause 2; Annex 1	[ ]

SC-05	Annex 2 — Bid-Securing Declaration completed and signed	Part 1; Annex 2	[ ]
SC-06	Bidder qualification information and supporting evidence provided as required to demonstrate the experience, capability and capacity to perform the requirements of the RFQ	Part 1 Clause 3	[ ]
SC-07	Evidence of the Bidder's current Microsoft Cloud Solution Provider (CSP) Indirect Reseller status, including the applicable Microsoft partner identity and current Indirect Provider relationship, provided as required by Part 2	Part 2 — CSP Capability Requirements	[ ]
SC-08	Evidence of compliance with the applicable Microsoft partner security requirements provided, together with the Bidder's Microsoft Security Score where available, as required by Part 2	Part 2 — CSP Capability Requirements	[ ]
SC-09	Applicable insurance information disclosed as required by Part 2, including existing Public Liability, Professional Indemnity / Technology E&O, Cyber Insurance and any other relevant insurance	Part 2 — Insurance Disclosure	[ ] / N/A
SC-10	Part 2 technical response completed, with the supporting information and evidence required by the applicable requirements and Evidence Schedule	Part 2 — Description of Requirements and Evidence Schedule	[ ]
SC-11	Commercial Offer currency identified as either SAT or NZD and applied consistently throughout the Commercial Offer	Part 3 B1.2; Commercial Response Rules	[ ]
SC-12	All fourteen (14) mandatory Unit Price fields completed in Part 3 B2, comprising a Monthly Unit Price and an Annual Unit Price for each Subscription SUB-01 to SUB-07	Part 3 B2; Commercial Response Rules	[ ]
SC-13	All VAGST Component fields completed in Part 3 B2, with 0.00 entered where VAGST does not apply	Part 3 B2; Commercial Response Rules	[ ]
SC-14	Where Optional Related Services are offered, the applicable RS-01, RS-02 and/or RS-03 response is completed in Part 3 B3	Part 3 B3	[ ] / N/A
SC-15	Where Optional Related Services are offered, each service is separately identified and priced, with the applicable pricing basis, one-time and/or recurring charges, billing frequency, minimum commitment and other material commercial conditions provided as required by Part 3 B3	Part 3 B3	[ ] / N/A
SC-16	Where commercial attachments are submitted, each attachment is identified in Part 3 B5, including its Attachment Reference, document or schedule, what it applies to, and its purpose	Part 3 B5	[ ] / N/A
SC-17	Any qualification, exception or proposed variation to the RFQ expressly identified and submitted through the mechanism permitted by the RFQ	Part 3 B5; Commercial Response Rules	[ ] / N/A
SC-18	Commercial Offer Declaration completed and signed by an authorised signatory	Part 3 B6	[ ]

3. COMMERCIAL PRICING COMPLETENESS CHECK

Before submission, the Bidder should confirm that all commercial information required to be completed by the Bidder in Part 3 has been provided.

The Bidder **shall not calculate or submit**:

- Annualised Monthly Price;
- Comparison Price;
- Weighted Price;
- Evaluated Price; or
- any artificial Grand Total derived from the evaluation methodology.

These are SWA evaluation calculations and do not form part of the Bidder's Commercial Offer.

4. FINAL SUBMISSION CHECK

Before submitting its Quotation, the Bidder should confirm that:

- all mandatory submission items applicable to the Bidder have been completed and included;
- all required declarations have been completed and signed;
- all information and evidence expressly required by Parts 1, 2 and 3 has been provided;
- all fourteen (14) mandatory Unit Price fields and all VAGST Component fields have been completed;
- any Optional Related Services offered have been separately identified and commercially completed as required by Part 3;
- any commercial attachments submitted have been identified in Part 3 B5;
- any qualification, exception or proposed variation has been expressly identified through the mechanism permitted by the RFQ; and
- the Quotation is ready for submission using the SWA Tender Email by the Submission Deadline specified in Part 3.

Completion of this Checklist does not, by itself, establish that a Quotation is complete, responsive or compliant. The Bidder remains responsible for satisfying all applicable requirements of the RFQ.

END OF ANNEX 3 — SUBMISSION CHECKLIST

ANNEX 4 — SAMPLE LETTER OF AWARD

***** Important *****

SAMPLE — INFORMATION ONLY

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

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

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

***** END**

[Samoa Water Authority Letterhead]

Date: [Insert date]

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

LETTER OF AWARD

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

Dear [Insert],

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

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

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

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

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

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

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

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

Yours faithfully,

For Samoa Water Authority

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

ACKNOWLEDGEMENT BY SUCCESSFUL BIDDER

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

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

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

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

END OF ANNEX 4 — SAMPLE LETTER OF AWARD