Request for Quotation

Goods & Related Services

Supply and Delivery of Uninterruptible Power Supply (UPS) Equipment and Associated Components

ISSUED ON:	24 September 2026
RFQ NO:	CIT-RFQ-2026-09-004
PROCURING ENTITY:	Samoa Water Authority

Table of Contents

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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 currency.
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. Purpose and Scope

Samoa Water Authority (SWA) requires the supply and delivery of **Eaton Uninterruptible Power Supply (UPS) equipment and associated components** in accordance with this Part.

The required Goods comprise:

- endpoint UPS equipment;
- managed infrastructure UPS equipment;
- compatible external battery modules; and
- manufacturer-approved replacement batteries.

The Goods are required on a **supply-only basis** unless otherwise expressly stated in the RFQ.

Only the Eaton manufacturer models specified in this Part are permitted. **Equivalent or alternative products are not accepted.**

2. Goods Requirements

2.1 Procurement Object Schedule

Ref.	Procurement Object	Required Manufacturer / Model
G-01	Standard Endpoint UPS	Eaton **3S850AU**
G-02	Enhanced Endpoint UPS	Eaton **5P1150AUG2**
G-03	Managed Infrastructure UPS	Eaton **5PX1500IRT2UAUG2**
G-04	External Battery Module	Eaton **5PXEBM48RT2UG2**
G-05	Manufacturer-Approved Replacement Battery	Bidder to identify

2.2 Common Goods Requirements

Ref.	Applies To	Requirement	Classification
G-REQ-01	G-01–G-05	Goods shall be new, genuine and unused.	Mandatory
G-REQ-02	G-01–G-04	Goods shall be the manufacturer and model specified in Section 2.1. Equivalent or alternative products are not permitted.	Mandatory
G-REQ-03	G-01–G-05	Goods shall be current manufacturer-supported commercial products and shall not have been announced as End of Life, End of Sale or discontinued at the Submission Deadline.	Mandatory
G-REQ-04	G-01–G-04	Goods shall be supplied complete with the manufacturer-standard components and accessories required for the specified configuration and normal operation.	Mandatory

G-REQ-05	G-01–G-04	Installed batteries shall be replaceable in accordance with the manufacturer's supported maintenance procedures.	Mandatory
G-REQ-06	G-01–G-05	Goods shall be eligible for the applicable standard manufacturer warranty and support entitlement.	Mandatory

2.3 G-01 — Standard Endpoint UPS

Required model: Eaton **3S850AU**

The supplied G-01 shall provide:

- 850 VA / 510 W rated capacity;
- AU/NZ power configuration;
- battery-backup and surge-protected outlets;
- USB communications capability; and
- replaceable battery capability.

2.4 G-02 — Enhanced Endpoint UPS

Required model: Eaton **5P1150AUG2**

The supplied G-02 shall provide:

- 1150 VA / 920 W rated capacity;
- line-interactive operation with Automatic Voltage Regulation (AVR);
- pure sine-wave output;
- applicable AU/NZ and IEC output connections;
- USB communications capability; and
- replaceable battery capability.

2.5 G-03 — Managed Infrastructure UPS

Required model: Eaton **5PX1500IRT2UAUG2**

The supplied G-03 shall provide:

- 1500 VA / 1500 W rated capacity;
- rackmount capability;
- required rack-mounting hardware;
- line-interactive operation with Automatic Voltage Regulation (AVR);
- IEC output connections;

- managed outlet/load-group capability;
- support for G-04;
- replaceable battery capability; and
- an Eaton network management interface/card supporting IP-based remote monitoring and management.

The supplied network management capability shall support:

- secure web-based management;
- SNMPv3;
- UPS status and health monitoring;
- input/output power and load monitoring;
- battery status and estimated runtime;
- alarms, faults and event information; and
- remote configuration and management.

The required network management interface/card shall be included in the G-03 Unit Price.

2.6 G-04 — External Battery Module

Required model: Eaton **5PXEBM48RT2UG2**

The supplied G-04 shall:

- be manufacturer-supported for use with G-03;
- provide the applicable 48 V external battery expansion;
- support rackmount installation;
- include the required connection and rack-mounting hardware; and
- provide replaceable battery capability.

2.7 G-05 — Manufacturer-Approved Replacement Battery

G-05 shall be a manufacturer-approved replacement battery for the applicable UPS equipment specified in this Part.

The Bidder shall state:

Required Information	Bidder Response
Manufacturer	
Model / part number	
Compatible with G-01	Yes / No
Quantity required for complete G-01 battery replacement	
Compatible with G-02	Yes / No
Quantity required for complete G-02 battery replacement	
Compatible with G-03	Yes / No
Quantity required for complete G-03 battery replacement	
Compatible with G-04	Yes / No
Quantity required for complete G-04 battery replacement	

Where a common manufacturer-approved replacement battery is compatible with more than one Procurement Object, the same G-05 may satisfy those applications.

G-05 shall be separately orderable. One G-05 commercial unit represents one individual replacement battery.

3. Delivery Requirements

Ref.	Requirement	Classification
DEL-01	For Goods supplied from within Samoa, delivery shall be to **Samoa Water Authority Headquarters, c/o CIT Division, TATTE Building, Level 2, Apia, Samoa**.	Mandatory
DEL-02	For Goods supplied from outside Samoa, delivery shall be **DAP — Bidder-nominated delivery/collection point, Apia, Samoa — Incoterms® 2020**, in accordance with the RFQ.	Mandatory
DEL-03	The Required Fulfilment Period shall be no later than **six (6) weeks** from receipt of the applicable Purchase Order or other formal Award instrument authorising supply.	Mandatory
DEL-04	Partial delivery is permitted, provided all ordered Goods are supplied within the Required Fulfilment Period unless otherwise agreed in accordance with the Contract.	Mandatory
DEL-05	Goods shall be appropriately packaged and protected against loss, damage or deterioration during transportation and handling.	Mandatory
DEL-06	Goods shall be delivered complete with all components and accessories required by Section 2.	Mandatory

4. Installation and Deployment Responsibility

G-01 to G-05 are procured on a **supply-only basis**.

Installation, deployment, configuration and routine maintenance of the Goods are not required from the Supplier unless otherwise expressly stated in the RFQ.

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

The Supplier remains responsible for conformity and completeness of the Goods supplied and for applicable manufacturer warranty eligibility and facilitation.

5. Warranty, Support and Supply

Ref.	Requirement	Classification
SUP-01	G-01 to G-05 shall be supplied with the applicable standard manufacturer warranty.	Mandatory
SUP-02	The Bidder shall state the applicable manufacturer warranty period for each Procurement Object.	Response Required
SUP-03	The Bidder shall describe the applicable warranty-claim process.	Response Required
SUP-04	The Goods shall be sourced through a legitimate supply channel sufficient to maintain applicable manufacturer warranty and support entitlement.	Mandatory
SUP-05	The Bidder shall identify the proposed supply channel.	Response Required
SUP-06	Where engagement with the manufacturer, distributor or other upstream supply-chain party is required for an applicable warranty claim, the Supplier shall facilitate that claim.	Mandatory

6. Inspection and Acceptance

SWA may inspect and verify the Goods against the requirements of this Part following physical receipt.

The **Acceptance Period shall be ten (10) Business Days** from physical receipt of the applicable Goods.

Physical receipt does not constitute acceptance.

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

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

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

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

7. Bidder Technical and Supply Response

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

Item	Required Bidder Response
G-01	Confirm Eaton **3S850AU**.
G-02	Confirm Eaton **5P1150AUG2**.
G-03	Confirm Eaton **5PX1500IRT2UAUG2** and identify the included Eaton network management interface/card.
G-04	Confirm Eaton **5PXEBM48RT2UG2**.
G-05	Identify the manufacturer and model/part number of the manufacturer-approved replacement battery; identify each compatible Procurement Object; and state the quantity required for a complete battery replacement of each applicable Procurement Object.
G-01–G-05	State the applicable standard manufacturer warranty period and warranty-claim process.
G-01–G-05	Identify the proposed supply channel.

Manufacturer product information or other supporting information may be provided where reasonably necessary to verify compliance.

8. Commercial Response

The Bidder shall complete the Commercial Offer in **Part 3 — Request for Quotation / Commercial Offer**.

The following Procurement Objects require separate Unit Prices:

Ref.	Procurement Object	Commercial Unit
G-01	Eaton 3S850AU Standard Endpoint UPS	Each
G-02	Eaton 5P1150AUG2 Enhanced Endpoint UPS	Each
G-03	Eaton 5PX1500IRT2UAUG2 Managed Infrastructure UPS, including required network management interface/card	Each
G-04	Eaton 5PXEBM48RT2UG2 External Battery Module	Each
G-05	Manufacturer-Approved Replacement Battery	Each

All other applicable commercial requirements are specified in Part 3.

END OF PART 2 — DESCRIPTION / REQUIREMENTS

PART 3 – REQUEST FOR QUOTATION

Part 2 defines the Goods 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-2026-09-004
Procurement	Supply and Delivery of Uninterruptible Power Supply (UPS) Equipment and Associated Components
Purchaser	Samoa Water Authority
SWA Tender Email	tenders@swa.gov.ws
Submission Deadline	**5:00 PM (Samoa Time), Monday, 5 October 2026**
Quotation Validity Period	90 days from the Submission Deadline
Quotation Scope	Complete Commercial Offer required for G-01 to G-05
Pricing Basis	Unit Pricing
Commercial Unit	Each
Purchase Quantity Basis	Variable — determined by SWA
Minimum Purchase Quantity	None
Award Basis	Separate Award Unit for each of G-01 to G-05. SWA may award one, more than one, or all Award Units.
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
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 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.

Ref.	Procurement Object	Commercial Unit	Treatment	Award Unit
G-01	Eaton 3S850AU Standard Endpoint UPS	Each	EP	G-01
G-02	Eaton 5P1150AUG2 Enhanced Endpoint UPS	Each	EP	G-02
G-03	Eaton 5PX1500IRT2UAUG2 Managed Infrastructure UPS, including required network management interface/card	Each	EP	G-03
G-04	Eaton 5PXEBM48RT2UG2 External Battery Module	Each	EP	G-04
G-05	Manufacturer-Approved Replacement Battery	Each	EP	G-05

EP = Evaluated Price treatment.

Each Procurement Object constitutes a separate Award Unit.

SWA may award one, more than one, or all Award Units.

A3. Purchase Quantity and Pricing Basis

The Bidder shall provide a Unit Price for each Procurement Object in accordance with Section B2.

The actual Purchase Quantity for each Procurement Object shall be determined by SWA.

SWA does not guarantee a minimum Purchase Quantity for any Procurement Object.

For each authorised purchase, the applicable price shall be calculated as:

Accepted Unit Price × Actual Purchase Quantity

The Unit Price shall apply irrespective of the Purchase Quantity ordered.

A Unit Price does not create an obligation for SWA to purchase the applicable Procurement Object.

Only the Procurement Object(s), quantities, accepted Unit Prices and other commercial particulars accepted through the Award, Purchase Order or resulting Contract become operative commercial commitments.

A4. Currency and Evaluation Conversion

The Bidder may submit its Commercial Offer in either:

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

The Bidder shall use **one currency for the entire Commercial Offer**. Mixed currencies are not permitted.

The evaluation currency shall be: **Samoan Tala (SAT)**

Where a Commercial Offer is submitted in NZD, SWA shall convert the applicable VAGST-exclusive Unit Prices to SAT solely for financial evaluation and comparison.

The conversion shall use the **average of the ANZ Samoa TT Sell rate and BSP Samoa TT Sell rate for NZD applicable on the Submission Deadline**.

The evaluation conversion does not alter the currency or authoritative Unit Prices of the Bidder's Commercial Offer.

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

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

A5. Tax Basis

All financial evaluation and comparison shall be undertaken on a: **VAGST-exclusive basis**

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.

A6. Price Basis

The Unit Prices entered in Section B2 shall include all costs reasonably necessary to supply the applicable Procurement Object in accordance with Part 2 and the applicable delivery requirements of the RFQ.

This includes, as applicable:

- the Goods;
- manufacturer-standard components and accessories required by Part 2;
- the required network management interface/card for G-03;
- packaging and handling;
- transportation and freight;
- insurance and other costs associated with delivery under the applicable delivery basis; and
- other supplier-side costs reasonably necessary to fulfil the supply requirement.

No separate charge shall be payable for an item or activity required by Part 2 where that item or activity is required to be included with the applicable Procurement Object.

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

Changes in manufacturer pricing, distributor pricing, upstream supplier pricing, freight costs, exchange rates or other supplier-side costs during the Quotation Validity Period do not automatically amend or qualify the Bidder's Commercial Offer.

A7. Financial Evaluation

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

Each of **G-01 to G-05 shall be financially evaluated as a separate Award Unit**.

Financial evaluation shall be undertaken:

- in SAT;
- exclusive of VAGST;
- using the authoritative Unit Prices in Section B2; and
- applying the currency-conversion methodology in Section A4 where the Commercial Offer is submitted in NZD.

G-01 to G-05 each have **EP treatment**.

For each Award Unit: **Evaluated Price = applicable VAGST-exclusive Unit Price expressed in SAT**

Where the Commercial Offer is submitted in SAT, the VAGST-exclusive Unit Price is the Evaluated Price.

Where the Commercial Offer is submitted in NZD, the VAGST-exclusive Unit Price shall be converted to SAT in accordance with Section A4 to determine the Evaluated Price.

SWA will perform the financial-evaluation calculations. The Bidder shall not calculate or submit the Evaluated Price.

For each Award Unit, the substantially responsive Quotation with the **lowest Evaluated Price** shall be first-ranked in the financial evaluation for that Award Unit.

No aggregate, weighted or overall Bidder price shall be calculated across G-01 to G-05.

SWA may award one, more than one, or all Award Units in accordance with the RFQ.

SECTION B — BIDDER COMMERCIAL OFFER

To be completed by the Bidder

B1. Bidder and Commercial Particulars

B1.1 Bidder Particulars

Particular	Bidder Response
Bidder Legal Name	[Insert Bidder Legal Name]
Trading Name, if applicable	[Insert Trading Name / N/A]
Business Address	[Insert Business Address]
Contact Person	[Insert Contact Person]
Position / Title	[Insert Position / Title]
Email Address	[Insert Email Address]
Telephone	[Insert Telephone Number]

B1.2 Quotation Currency

The Bidder shall select **one** Quotation Currency for the entire Commercial Offer.

Permitted Currency	Bidder Selection
Samoan Tala (SAT)	☐
New Zealand Dollars (NZD)	☐

The selected currency applies to all prices stated in this Commercial Offer.

Mixed currencies are not permitted.

B2. Goods Pricing

B2.1 Pricing Schedule

The Bidder shall complete **every Unit Price and VAGST Component field** in the following schedule.

All prices shall be stated in the single Quotation Currency selected in Section B1.2.

Ref.	Procurement Object	Unit	Unit Price — VAGST Exclusive	VAGST Component per Unit
G-01	Eaton 3S850AU Standard Endpoint UPS	Each	[Insert Unit Price]	[Insert VAGST / 0.00]
G-02	Eaton 5P1150AUG2 Enhanced Endpoint UPS	Each	[Insert Unit Price]	[Insert VAGST / 0.00]

G-03	Eaton 5PX1500IRT2UAUG2 Managed Infrastructure UPS, including required network management interface/card	Each	[Insert Unit Price]	[Insert VAGST / 0.00]
G-04	Eaton 5PXEBM48RT2UG2 External Battery Module	Each	[Insert Unit Price]	[Insert VAGST / 0.00]
G-05	Manufacturer-Approved Replacement Battery	Each	[Insert Unit Price]	[Insert VAGST / 0.00]

No Grand Total is required.

The Bidder shall not calculate or submit an Evaluated Price.

B2.2 Pricing Interpretation

Each Unit Price:

- applies to one unit of the applicable Procurement Object;
- is exclusive of VAGST;
- includes all applicable costs required by Section A6;
- applies irrespective of the actual Purchase Quantity; and
- remains fixed during the Quotation Validity Period.

For **G-05**, one unit means **one individual replacement battery** identified by the Bidder in accordance with Part 2.

A Unit Price of **0.00** means that the applicable Procurement Object is genuinely offered at no charge.

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

A blank Unit Price or VAGST Component field does not mean zero, included, not applicable or not offered.

B3. Commercial Attachments, Qualifications and Exceptions

Where the Bidder submits a commercial attachment, qualification, exception or proposed variation, it shall be identified below.

Ref.	Document / Attachment	Applies To	Purpose / Qualification / Exception
[Insert / N/A]	[Insert / N/A]	[Insert / N/A]	[Insert / N/A]
[Insert / N/A]	[Insert / N/A]	[Insert / N/A]	[Insert / N/A]
[Insert / N/A]	[Insert / N/A]	[Insert / N/A]	[Insert / N/A]

Where none is submitted, the Bidder shall state **None**.

A commercial attachment does not replace the authoritative pricing information required in Section B2.

Any qualification, exception or proposed variation remains subject to the RFQ and shall be assessed in accordance with Part 1.

B4. Commercial Offer Declaration

By submitting this Commercial Offer, the Bidder confirms that:

- the information and prices stated in this Part are complete and accurate;
- the Unit Prices in Section B2 constitute the Bidder's authoritative offered prices for G-01 to G-05;
- the Commercial Offer uses the single Quotation Currency selected in Section B1.2;
- the Unit Prices are offered on the basis established in Section A;
- the Commercial Offer remains valid for **90 days from the Submission Deadline**;
- any commercial qualification, exception or proposed variation has been expressly identified in Section B3; and
- the signatory is authorised to submit the Quotation on behalf of the Bidder.

Particular	Bidder Response
Authorised Signatory	[Insert Name]
Position / Title	[Insert Position / Title]
Signature	[Sign]
Date	[Insert Date]

COMMERCIAL RESPONSE RULES

1. **Authoritative Pricing Schedule**
   Section B2 is the authoritative pricing schedule for G-01 to G-05.
2. **Complete Commercial Offer Required**
   A complete Commercial Offer for G-01 to G-05 is required.
3. **Mandatory Unit Prices**
   The Bidder shall provide a Unit Price for every Procurement Object. 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 Section B1.2.
6. **VAGST-Exclusive Evaluation**
   Financial evaluation and comparison shall use VAGST-exclusive Unit Prices.
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, manufacturer 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. **Complete Unit Pricing**
    Each Unit Price shall include all applicable costs required by Section A6.
11. **Fixed Prices**
    Quoted Unit Prices shall remain fixed in the selected Quotation Currency for the 90-day Quotation Validity Period.
12. **NZD Evaluation Conversion**
    NZD Unit Prices shall be converted to SAT for financial evaluation in accordance with Section A4.
13. **Separate Award Units**
    G-01 to G-05 are separate Award Units. SWA may award one, more than one, or all Award Units.
14. **Variable Purchase Quantities**
    Actual Purchase Quantities shall be determined by SWA. No minimum Purchase Quantity is guaranteed.

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

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

17. **Third-Party Terms**
    Supplier, manufacturer, 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 Grand Total**
    No aggregate Grand Total shall be entered or inferred across G-01 to G-05.

19. **Financial Evaluation**
    SWA shall determine the Evaluated Price separately for each Award Unit in accordance with Section A7. The Bidder shall not calculate or submit an Evaluated Price.

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

These Special Conditions of Contract (SCC) supplement and, where expressly stated, modify:

Part 4A — General Conditions of Contract — Goods & Related Services

Where there is any inconsistency between these SCC and the GCC, these SCC shall prevail in accordance with the order of precedence established by the GCC.

GCC 5 — CONTRACT PERIOD

Commencement Date

The Contract shall commence on the date specified in the Letter of Award, Purchase Order or other formal Award instrument issued by the Principal.

Contract Period

The Contract shall continue until the Supplier has completed all obligations under the Contract, including the applicable delivery obligations, and the Goods have been accepted in accordance with Part 2, except for obligations which expressly survive completion or acceptance.

GCC 6 — CONTRACT PRICE

Contract Price

The Contract Price shall be determined from the Procurement Object(s) and Purchase Quantity or Quantities specified in the applicable Award or Purchase Order, using the corresponding Accepted Unit Price(s) from the Supplier's accepted Commercial Offer.

The Contract Price shall be in the currency of the accepted Commercial Offer and shall be exclusive of VAGST.

Where VAGST is lawfully applicable, VAGST shall be payable in addition to the applicable Contract Price upon receipt of a valid tax invoice.

Payment

The Principal shall pay 100% of the amount properly due for Goods delivered and accepted in accordance with Part 2 following receipt of a valid invoice.

Payment shall be made within **30 days** of receipt of the valid invoice, provided that the applicable Goods have been accepted.

Where partial delivery is permitted under Part 2, the Supplier may invoice separately for Goods delivered and accepted as part of an authorised partial delivery.

GCC 7 — PRINCIPAL'S REPRESENTATIVE

The Principal's Representative is:

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

GCC 12 — COMMUNICATIONS / NOTICES

Notices to the Principal

Formal communications and notices to the Principal shall be addressed to:

Managing Director
Samoa Water Authority
Level 2, TATTE Building
Sogi, Apia, Samoa

Notices to the Supplier

Formal communications and notices to the Supplier shall be delivered to the address and contact details specified in the Supplier's accepted Commercial Offer, Letter of Award, Purchase Order or other applicable Contract Document.

Communications and notices may be delivered by any written means permitted under GCC 12, including electronic mail where an applicable email address has been specified in the Contract Documents.

GCC 17 — CURRENCY OF PAYMENT

The currency of payment shall be the currency of the Supplier's accepted Commercial Offer.

Amounts payable under the Contract shall be paid in that currency unless otherwise expressly agreed in writing by the Parties.

GCC 19 — TAXES AND DUTIES

For Goods supplied on a **DAP basis**, the Principal shall be responsible for Samoa import clearance and for import duties, taxes and other charges allocated to the buyer under the applicable DAP Incoterms® 2020 rule.

The Supplier shall remain responsible for all costs, obligations, taxes, duties, fees and charges allocated to the seller under the applicable DAP Incoterms® 2020 rule.

This provision does not alter the VAGST treatment specified under GCC 6 of these SCC.

GCC 25 — LIQUIDATED DAMAGES

Where the Supplier fails to deliver any Goods within the applicable delivery period specified in the Contract, Liquidated Damages shall apply at the rate of:

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

The maximum aggregate Liquidated Damages applicable to the delayed Goods shall be:

5% of the Contract Price attributable to those delayed Goods.

For the purposes of calculating Liquidated Damages, the Contract Price attributable to delayed Goods shall be determined using the applicable Accepted Unit Price multiplied by the quantity of those Goods affected by the delay.

Liquidated Damages shall otherwise be administered in accordance with GCC 25.

GCC 28 — DISPUTE SETTLEMENT

The rules of procedure for arbitration under GCC 28 shall be:

Arbitration Act 1976 of Samoa.

GCC 30 — PASSING OF PROPERTY AND RISK

GCC 30(b) is modified as follows:

Property in the Goods shall pass to the Principal upon acceptance of the Goods in accordance with Part 2.

Risk in the Goods shall otherwise pass in accordance with GCC 30(a), subject to the applicable delivery basis and the other provisions of the Contract.

Acknowledgement of receipt, transfer of risk or physical possession of the Goods does not constitute acceptance of the Goods.

GCC 38 — WARRANTY ON GOODS

The applicable warranty model shall be the **manufacturer warranty specified in Part 2**.

The applicable warranty period for each Procurement Object shall be the standard manufacturer warranty period identified in the Supplier's accepted Quotation.

The Supplier's obligations concerning manufacturer warranty entitlement, activation and facilitation of warranty claims shall otherwise be governed by GCC 38 and Part 2.

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

It does not replace or modify the requirements of the RFQ and does not itself determine whether a Quotation is responsive or compliant.

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

2. Submission Checklist

Ref.	Submission Requirement	RFQ Source	Included	Bidder Reference / File Name
SC-01	Completed and signed **Annex 1 — Conflict of Interest Declaration**	Part 1, Clause 2(d)	☐	
SC-02	Applicable legal registration or incorporation evidence	Part 1, Clause 2(a)/(b)	☐	
SC-03	Applicable current Business Licence, VAGST Certificate, tax registration or equivalent business tax identification evidence	Part 1, Clause 2(a)/(b)	☐	
SC-04	Notarised power of attorney authorising the signatory of the Quotation	Part 1, Clause 2(a)/(b)	☐	
SC-05	Evidence of satisfactorily completed supply or performance of Goods and/or Services of a similar nature within the last two (2) years, including client contact details for verification	Part 1, Clause 3(b)	☐	
SC-06	Bank-issued confirmation letter or equivalent bank-issued evidence confirming an active bank account in the Bidder's registered legal name	Part 1, Clause 3(c)	☐	
SC-07	Technical and Supply Response confirming the offered Goods for **G-01–G-05** and providing the information required by Part 2	Part 2, Section 7	☐	
SC-08	Identification of the Eaton network management interface/card included with **G-03**	Part 2, Section 7	☐	
SC-09	Manufacturer-approved replacement battery information for **G-05**, including manufacturer, model/part number, compatibility with G-01–G-04, as applicable, and quantity required for a complete battery replacement for each applicable UPS model	Part 2, Sections 2.7 and 7	☐	

SC-10	Applicable standard manufacturer warranty period and warranty-claim process information for **G-01–G-05**	Part 2, Sections 5 and 7	☐
SC-11	Applicable supply-channel information for **G-01–G-05**	Part 2, Sections 5 and 7	☐
SC-12	Completed **Part 3, Section B — Commercial Offer**, including Bidder Particulars	Part 1, Clause 4; Part 3B	☐
SC-13	One Quotation Currency selected — **SAT or NZD**	Part 3, B1.2	☐
SC-14	Unit Price completed for each Procurement Object **G-01–G-05**	Part 3, B2	☐
SC-15	VAGST Component completed for each Procurement Object **G-01–G-05**, with 0.00 entered where VAGST does not apply	Part 3, B2	☐
SC-16	Any commercial attachment submitted is identified in Part 3, including its applicable reference and purpose	Part 3, B3	☐ / N/A
SC-17	Any condition, qualification, exception or proposed variation is expressly identified and explained in accordance with the RFQ	Part 1, Clause 4(e); Part 3, B3	☐ / N/A
SC-18	Commercial Offer Declaration completed and signed by an authorised signatory	Part 3, B4	☐
SC-19	Completed and signed **Annex 2 — Bid-Securing Declaration**	Part 1, Clause 6	☐

3. Commercial Offer Check

Before submission, the Bidder should confirm that:

- all five (5) Procurement Objects, **G-01–G-05**, have been included in the Commercial Offer;
- one Quotation Currency — **SAT or NZD** — has been selected for the entire Commercial Offer;
- a Unit Price has been entered for each Procurement Object;
- the applicable VAGST Component has been entered for each Procurement Object, including 0.00 where VAGST does not apply; and
- no Grand Total or Evaluated Price has been calculated or submitted where not requested by Part 3.

4. Final Submission Check

Before submitting its Quotation, the Bidder should confirm that:

- all mandatory submission components 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 files and supporting attachments referenced in the Quotation are included;
- any condition, qualification, exception or proposed variation has been expressly identified;
- the Quotation is in PDF format unless another format is expressly permitted by the RFQ; and
- the complete Quotation is ready for submission to the SWA Tender Email by the Submission Deadline specified in Part 3A.

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