



**REQUEST FOR QUOTATION: GOODS & RELATED
SERVICES**

**SUPPLY/PROVISION OF MICROSOFT 365
LICENSES TO SAMOA WATER AUTHORITY**

RFQ No: SWA- NOE02/2026

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PART 1: Instructions to Bidders

1. Scope

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

2. Bidder Eligibility

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

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

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

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

4. Responding to the Request for Quotation

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

5. Quotation Price:

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

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

6. Bid Security

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

7. Quotation Submission

- (a) Bidders shall submit only one quotation.
- (b) Quotations shall be submitted, no later than the specified time & date and in pursuant to section C.5.1 (a) or (b) of the Procurement Operating Manual 2020
- (c) Bidders **may** submit their quotation electronically, via the Government of Samoa e-Tendering Portal (https://portal.tenderlink.com/mof_samoa/), details of which are provided in **Annex 4**. Bidders who submitted electronically do not need to submit hardcopies.
- (d) Late quotation will not be considered and shall be returned to the Bidder unopened.

8. Quotation Opening

- (a) The opening of quotations will be undertaken by the authorized officers of the Ministry of Finance at the Ministry of Finance Level 4 Central Bank of Samoa Building
- (b) The opening of the quotation shall be opened to Bidders, who/m submitted their Bids.
- (c) The results of the quotation evaluation shall be available on request, denoting only the successful Bidder.

9. Quotation Evaluation & Contract Award

- (a) Quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified technical schedules, commercial conditions and this ITB.
- (b) The bidder found to be substantially responsive after the evaluation shall be awarded the contract. That Bidder then becomes the Successful Bidder.
- (c) After arithmetical checking and correction, the quotation of the Bidder(s) found to be substantially responsive shall be evaluated for lowest price, which shall be the basis of award
- (d) Award notification shall be effected by the Principal issuing the Letter of Award (see Part 2) to the most substantially responsive bidder.
- (e) Once the letter of Award is signed by both parties the:
 - i. Request for Quotation at Part 3; and
 - ii. The General and Special Conditions at Part 4; and
 - iii. Specification of Items or Description of Goods & Related Services at Part 5;

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

- (f) Notwithstanding the above, the Principal reserves the right to accept or reject any quotations, or to cancel the quotation process at any time prior to the award.
- (g) The unsuccessful Bidder may, within 10 days of the announcement of the award, request reasons why it/they were not successful, but cannot request reasons why other Bidders were not successful.

10. Performance Security

- (a) If a Performance Security is required, the Principal shall issue a Letter of Acceptance which shall serve as notification of award.
- (b) The Bidder shall provide a Performance Security within 7 days of the letter of

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

11. Insurance

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

12. Packaging & Delivery

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

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

14. Inspection of Goods/Products

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

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

15. Warranty

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

16. Corrupt & Fraudulent Practices

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

Eligibility/ Qualifications Compliance

No.	Complies? tick	No.	Complies? tick
2a		3a	
2b		3b	
2c		3c	
		3d	
		3e	

PART 2: SAMPLE LETTER OF AWARD (Authority Use)

insert Principal's letterhead

insert date

insert the address of the Supplier

LETTER OF AWARD: SUPPLY \ PROVISION OF MICROSOFT 365 LICENSES TO SAMOA WATER AUTHORITY -
REF. #: RFQ, SWA-NOE02/2026

1. The Government of Samoa (the 'Purchaser') issued the above request for quotation on _____2026 for the above Goods and/or related services. The deadline for the request for quotation closed on _____March 2026. Your company (the 'Supplier'), as insert description of the Supplier submitted a quotation on insert date. The evaluation of the said quotation took place on inserts date.
2. We wish to inform that your quotation has been successful. The Principal is desirous for you, the Supplier, to perform deliver the goods and/or the goods related services in accordance with the:
 - (a) The Request for Quotation, RfQ SWA-NOE02/2026. (the 'RfQ') inclusive of Instructions to Bidders;
 - (b) General Conditions of Contract attached to the RfQ;
 - (c) Special Conditions of Contract attached to the RfQ;
 - (d) Specification of items or goods related services at Part 5.
3. The Principal, acting by and through the Chief Executive Officer of the insert procuring entity now signs this letter to confirm that it accepts the RfQ by the Supplier. Please sign and date the space indicated as confirmation of your acceptance to carry out the work in accordance with documents canvassed in paragraph 2 of this letter.

SIGNED AND EXECUTED by the)
MANAGING DIRECTOR,
FUIMAONO DOMINIC SCHWALGER, for and on
behalf of **SAMOA WATER AUTHORITY**)

.....

In the presence of:)

.....
(Witness)

.....
(Name & Designation)

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

.....
(Director)

In the presence of:

.....
(Director/Secretary)

PART 3: REQUEST FOR QUOTATION



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

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

REQUEST FOR QUOTATION: Minor Goods/ Related Services

RFQ NAME.	Supply / Provision of Microsoft 365 Licenses to Samoa Water Authority		RFQ No.	SWA- RFQ NOE02/2026
TO	SUPPLIER NAME	enter registered trading name		
	CONTACT PERSON	enter name of sales representative/ manager; mobile phone & landline no.		
	OFFICE ADDRESS	enter street/ road name and township name		

Please provide your quotation for the following **GOODS & RELATED SERVICES** by **Monday 9th February 2026 at 11:00 pm (Samoa local time)**. Ministry of Finance, Level 4 Central Bank Samoa Building for hardcopy submission and the Government of Samoa e-Tendering Portal (https://portal.tenderlink.com/mof_samoa/) for electronic submission.

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

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

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

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

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

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

- 14 DOCUMENT OWNERSHIP: Unless otherwise provided in Contract schedules and as applicable to Contract category, all plans, specifications, designs, reports, other documents and software prepared by the Supplier shall become and remain the property of the Purchaser, without encumbrances of ownership by other parties. The Purchaser shall establish proof of ownership of existing materials provided to the Supplier for contract performance and the Supplier shall establish the right to use and reproduce any materials produced by third parties to be used in contract performance.
- 15 CONFIDENTIALITY: The Parties shall keep confidential and shall not divulge to any third party any documents, data or other information furnished directly or indirectly in regard to the Contract, without written consent of the other Party.
- 16 CONFLICT OF INTEREST: The Supplier shall not have a conflict of interest. The Supplier warrants that to the best of its knowledge and after making diligent inquiry, at the date of signing the contract, does not have a conflict with the interests of the Purchaser or is likely to arise in the performance of the goods & related services to be delivered. If during the performance of the Service a conflict of interest arises or appears likely to arise, the Supplier agrees to:
- (a) Immediately notify the Purchaser in writing;
 - (b) make full disclosure of all relevant information relating to the conflict; and
 - (c) Take such steps as the Purchaser may reasonably require to resolve or otherwise deal with the conflict.
- 17 CURRENCY OF PAYMENT: The currency for payment shall be in Samoan Tala.
- 18 PRICE ADJUSTMENT: Price adjustment for changes in economic conditions shall not apply to any contract resulting from RFQ processes.
- 19 TAXES AND DUTIES: The Supplier is liable for all taxes and duties, in accordance with the particular application context and the laws of the Independent State of Samoa.
- 20 ACCOUNTING, INSPECTION & AUDIT: The Supplier shall permit and also require its sub-suppliers and consultants to permit, the Government and/or its authorized appointees to inspect the Supplier's office and all accounts and records relating to contract performance and/or tender submission and to have such accounts and records audited by the Government's appointed auditors. Moreover, acts by the Supplier to materially impede inspections and audits are a prohibited practice subject to termination and declaration of ineligibility.
- 21 LIMITATION OF LIABILITY: Except for its negligence or misconduct in performing the Contract and its related obligation to pay liquidated damages, the Supplier will not be liable to the Principal for any form of consequential loss or damage, loss of use, loss of production or loss of profits plus interest cost. The total liability of the Supplier under the Contract or civil law shall not exceed one hundred and fifty percent of the Contract Price, except that this shall not apply to costs of rectifying defective equipment, works or other deliverables.
- 22 SUSPENSION: The Purchaser may, with written notice of the nature of default, suspend all payments to the Supplier if the Supplier fails to perform particular requirements of the Contract and shall require the Supplier to remedy the default within thirty (30) days of Supplier receiving the suspension notice.
- 23 TERMINATION: Where a party defaults on any of its obligations under this Contract, the other party may give notice requiring that the failure be remedied within fourteen (14) days and if not remedied within that time, may terminate the Contract immediately.
- The Principal may terminate the contract if any of the events set out in the SCC occurs.
- 24 FORCE MAJEURE: If, because of the result of an event of Force Majeure causing delay and the Supplier is unable to perform its Contract obligations, it shall not be liable for its Performance Security forfeiture, liquidated damages or termination for default. The Supplier shall notify the Principal in writing of such condition, its

- cause and the nature of the delay or its inability to perform its Contract obligations as soon as practicable.
- 25 LIQUIDATED DAMAGES: Unless the Completion Date is extended in accordance with clause 8, the Supplier shall pay damages to the Principal at a rate per day stated in the SCC for each day that the Completion Date is later than the intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Payments under this provision shall not affect the Suppliers Liability. The Principal may deduct liquidated damages from payments due to the Supplier.
- 26 GOOD FAITH: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the contract's objectives, operate fairly together without detriment to each other and exercise their best efforts to agree on actions which may be needed to remove causes of unfairness.
- 27 AMICABLE SETTLEMENT: Either Party with an unresolved issue concerning actions or inaction of the other Party may seek resolution through an independent third party empowered to enable resolution.
- 28 DISPUTE SETTLEMENT: Any dispute arising out of the Contract which cannot be settled amicably according to Clause 27 shall be settled in accordance with the provisions of the Arbitration Act 1976 of Samoa and best international practice.
- 29 INDEMNITY: The Supplier shall, at all times indemnify, hold harmless and defend the Principal, its officers, employees and agents from and against any loss or liability reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand action or proceeding by any person against any of those indemnified where such loss or liability was caused by any willful, unlawful or negligent act or omission of the Supplier, its employees, agents or Sub-Suppliers in connection with the Contract.
- 30 PASSING OF PROPERTY: Property in, and risk of loss of or damage to the Product shall pass to the Supplier upon delivery of the Produce to the headquarters of the Principal, with its address set out at the SCC, Apia, Sāmoa. The Principal shall, upon delivery, provide the Supplier with an acknowledgement in writing of receipt of the Products/Goods, thereby passing the property in, and risk of loss or damage to, the Product/Goods to the Principal.
- 31 COMPLIANCE WITH POLICIES AND PROCEDURES: The Supplier must, when using the Principal's Premises or facilities, comply with all reasonable directions of the Principal and all procedures and policies of the Principals including those relating to occupational health (including no smoking), safety and security in effect a those premises or in regard to those facilities, as notified by the Principal or as might reasonably be inferred from the use to which the Premises or facilities are being put.
- 32 INSPECTION, REJECTION AND ACCEPTANCE: GOOD/PRODUCTS:
- (a) The Principal or its Representative may, prior to the supply of the Goods/Products by the Supplier to the Principal and with reasonable notice to the Supplier, inspect any and all products that are to be supplied by the Supplier.
 - (b) The Principal or its Representative may reject any or all products to be supplied by the Supplier if found not be in accordance with the Contract.
 - (c) The Principal shall not be liable to pay for rejection or inspection of the Products/Goods or its associated materials or equipment.
- 33 INSPECTION, REJECTION AND ACCEPTANCE: GOOD/PRODUCTS: GOODS RELATED SERVICE
- (a) The Supplier shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of the tender of the Service and the Contract Price and acknowledges that it has inspected the Premises and its

conditions before it agreed to supply the Services.

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

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

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

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

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

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

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

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

PART 5: SPECIFICATION OF ITEMS OR DESCRIPTION OF GOODS RELATED SERVICES

Section 1: Scope of Supply

Samoa Water Authority (SWA) seeks quotations for the supply of Microsoft 365 subscription licenses under the Microsoft New Commerce Experience (NCE) licensing model.

This procurement is for license supply only. It does not include managed services, implementation services, training, tenant administration, monitoring, or ongoing operational support unless expressly stated.

Section 2: Mandatory Supplier Eligibility & Qualification Requirements

Bidders must satisfy all mandatory requirements set out in this Part.

Failure to meet any mandatory requirement will result in the Quotation being deemed non-compliant and not evaluated further.

2.1 Microsoft CSP Authorisation

The Supplier must:

- Be an active Microsoft Cloud Solution Provider (CSP) Indirect Reseller for the APAC / New Zealand CSP sales region;
- Maintain an active relationship with a Microsoft-authorized Indirect Provider;
- Be authorised to transact Microsoft New Commerce Experience (NCE) subscriptions

2.2 Evidence of CSP Status

The Supplier must provide full page screenshots from Microsoft Partner Center (MPC) evidencing:

- MPC Partner Identifier
- CSP Indirect Reseller status
- Active Indirect Provider relationship
- MPC Security Score of 100% dated within the last 30 days
- Multifactor Authentication (MFA) Status of Compliant dated within the last 30 days

Screenshots must display the full browser window including the URL.

The Purchaser reserves the right to independently verify any information provided through MPC or to request clarification where submitted evidence is unclear or inconsistent.

2.3 Legal & Financial Standing

The Supplier must provide:

- Evidence of a valid Business License;
- Evidence of tax compliance (where applicable)

Section 3: Interpretation of Qualification and Experience

For the purposes of this procurement, supplier qualification, experience and financial standing are demonstrated solely through compliance with the mandatory requirements set out in Part 1 and this Part.

No additional eligibility, experience, financial capacity, or qualification criteria beyond those specified herein shall be applied.

Client reference letters, bank statements, experience narratives, and similar documentary evidence are not required and shall not be used for evaluation.

For the avoidance of doubt, where Part 1 contains generic qualification requirements that conflict with Part 5 for this procurement, Part 5 shall apply for responsiveness and evaluation.

Section 4: Licensing Requirements

- All licenses supplied must be genuine Microsoft 365 NCE subscriptions
- License types and quantities must align with the required Microsoft 365 License SKUs in Section 5 and formatted in accordance with Pricing Schedules in Section 7.
- Substitution of license types is not permitted unless explicitly requested by the Purchaser

Section 5: Required Microsoft 365 License SKUs

The Supplier shall quote for the Microsoft 365 license SKUs listed below. These licenses represent the Purchaser's baseline Microsoft 365 requirements and shall be used for evaluation purposes.

All licenses must be supplied under the Microsoft New Commerce Experience (NCE) model for the Commercial (APAC / New Zealand) region and provisioned into the Purchaser's existing Microsoft 365 tenant.

5.1 Mandatory Base Microsoft 365 NCE Licenses (Evaluated)

- Microsoft 365 Business Basic
- Microsoft 365 Business Standard
- Microsoft 365 Business Premium
- Microsoft 365 F3
- Microsoft 365 E3
- Microsoft 365 E5

5.2 Optional Add-On Licenses (Not Evaluated)

The following add-on licenses may be quoted separately for information purposes only and shall not be considered for financial evaluation:

- Microsoft Defender for Office 365 Plan 1
- Microsoft Defender for Office 365 Plan 2
- Microsoft Entra ID Plan 1
- Microsoft Entra ID Plan 2
- Microsoft Intune Plan 1
- Microsoft Intune Plan 2
- Microsoft Defender Suite for Microsoft 365 Business Premium
- Microsoft Purview Suite for Microsoft 365 Business Premium
- Microsoft Defender and Purview Suites for Microsoft 365 Business Premium

5.3 Licensing Restrictions

- Substitution of license SKUs is not permitted unless explicitly requested by the Purchaser
- Education, Government, Non-Profit, or legacy CSP license offers are not permitted
- Quantities shall be priced in accordance with Section 7: Pricing Format and Submission Requirements (Mandatory)

Section 6: Provisioning and Delivery

6.1 Definition of Delivery

For this procurement, “delivery” refers to the digital provisioning and activation of Microsoft 365 licenses into the Purchaser’s existing Microsoft 365 tenant.

No physical delivery, logistics, or delivery program is required.

6.2 Provisioning Timeframe

The Supplier must confirm its ability to provision licenses within fifteen (15) working days of receipt of a valid Purchase Order and/or payment (as applicable)

Provisioning confirmation shall constitute acceptance of delivery.

Section 7: Pricing Format and Submission Requirements (Mandatory)

Suppliers must submit pricing in Pricing Schedule formats specified below (Refer to 7.9 and 7.10) to support evaluation and future ordering flexibility.

Evaluation will be based on pricing for bundles of ten (10) licenses. Single-license pricing is requested for operational flexibility only and will not be separately evaluated.

7.1 General

Suppliers shall submit pricing strictly in accordance with the requirements set out in this Section. Pricing that does not comply with the prescribed format, quantity assumptions, subscription terms, billing structures, or foreign exchange treatment shall be deemed non-compliant.

The intent of this Section is to ensure transparent, comparable, and auditable pricing and to prevent ambiguity from differing subscription terms, billing models, or pricing assumptions.

7.2 Quantity Assumption

For pricing purposes only, Suppliers shall quote on the basis of:

- One (1) bundle unit of ten (10) licenses per SKU, as specified in the Pricing Schedule tables (Refer to 7.10).

Indicative quantities are used solely to establish a like-for-like comparison between Suppliers and do not represent a commitment to purchase.

Upon award, actual quantities may be ordered in:

- Multiples of ten (10) licenses for committed volume; and
- Individual licenses for short-term or flexible requirements

7.3 Subscription Term and Billing Structure

To ensure clarity and prevent pricing ambiguity, Suppliers shall provide pricing for all applicable subscription term and billing combinations available under the Microsoft New Commerce Experience (NCE) model for each mandatory base license SKU.

For each SKU, pricing must be provided for the following combinations:

1. Monthly subscription, monthly billing
2. Annual subscription, monthly billing
3. Annual subscription, annual billing

Suppliers shall not provide blended, averaged, conditional, or alternative formats.

Pricing for one subscription or billing combination shall not be represented as, or substituted for, another.

Failure to provide pricing for all required combinations for a SKU shall result in the quotation being deemed non-compliant.

7.4 Pricing Scope

- Pricing shall apply to license-only supply.
- No managed services, implementation services, support services, or bundled offerings are permitted
- Optional add-on licenses may be quoted separately where requested, but shall not be considered for evaluation
- While volume discounts may be applied, pricing structures that materially inflate single-license pricing relative to bundle pricing for the same SKU and subscription/billing combination may be subject to clarification.

7.5 Foreign Exchange (FX) Treatment

Where pricing is quoted in a currency other than Samoan Tala (SAT), the following foreign exchange treatment shall apply:

Monthly Subscription with Monthly Billing

Pricing shall be subject to monthly foreign exchange variation, based on the exchange rate applicable at time of invoicing.

Annual Subscription with Monthly Billing

Pricing shall be fixed for the duration of the annual subscription term. No foreign exchange adjustment shall apply during the term

Annual Subscription with Annual Billing

Pricing shall be fixed for the duration of the annual subscription term. No foreign exchange adjustment shall apply during the term.

Suppliers shall clearly state the currency in which prices are quoted. No retrospective or discretionary foreign exchange adjustments shall be permitted.

7.6 Currency and Payment Application

For the avoidance of doubt:

Local Suppliers

Local Suppliers is invoiced and paid in Samoan Tala (SAT), notwithstanding that Microsoft CSP pricing is denominated in NZD for the APAC region. Where applicable, foreign exchange treatment shall apply in accordance with Section 7.5

Overseas Suppliers

Overseas Suppliers shall invoice and be paid in NZD only. Foreign exchange conversion does not apply.

This approach is intended to accommodate Microsoft CSP regional pricing model while ensuring equitable, transparent, and auditable payment arrangement for Suppliers.

7.7 Price Validity and Binding Effect

Prices submitted in accordance with this Section shall remain valid for a minimum period of ninety (90) days from the RFQ closing date.

Upon award, the accepted prices, subscription terms, billing arrangements, and foreign exchange treatment shall form the basis of payment terms under the resulting Purchase Order or Contract and shall be firm and binding for the applicable subscription term.

No variation to pricing or foreign exchange treatment shall be permitted except in accordance with the agreed contract terms.

7.8 Subsequent Procurement

The Purchaser reserves the right to conduct subsequent RFQs during the contract period to address additional license requirements, revised demand profiles, or future purchasing cycles.

The award of this RFQ does not create an exclusive supplier relationship. The Supplier's role under this RFQ is limited to the supply of Microsoft 365 licenses in accordance with the Microsoft CSP program and the terms set out herein.

The Purchaser may procure licenses from other suitably authorised CSP partners where required to ensure continuity of supply, value for money, or compliance with Microsoft CSP requirements.

7.9 Pricing Schedule – Single License (Not Evaluated)

SKU	Subscription Type (Monthly/Annual)	Billing Type (Monthly/Annual)	Qty (1 License)	Unit Price (A)	VAGST (B)	Total Price (C) = (A) + (B)
Microsoft 365 Example	Monthly	Monthly	1	12.00	1.80	13.80
Microsoft 365 Example	Annual	Monthly	1	10.50	1.58	12.08
Microsoft 365 Example	Annual	Annual	1	120.00	18.00	138.00

7.10 Pricing Schedule – Bundle of 10x Licenses (Evaluated)

SKU	Subscription Type (Monthly/ Annual)	Billing Type (Monthly/ Annual)	Qty (1 Bundle of 10 licenses)	Unit Price (Bundle) [A]	VAGST [B]	Total Price [C] = [A] + [B]
Microsoft 365 Example	Monthly	Monthly	1	120.00	18.00	138.00
Microsoft 365 Example	Annual	Monthly	1	105.00	15.75	120.75
Microsoft 365 Example	Annual	Annual	1	1200.00	180.00	1380.00

Pricing Notes (Applied to 7.9 and 7.10):

- Suppliers are required to complete and submit pricing using the Pricing Schedules provided. Pricing submitted outside the format provided with these Schedules will not be evaluated and deemed non-compliant
- The Unit Price (1 License) applies to ad-hoc or short-term license requirements
- The Unit Price (Bundle of 10 Licenses) applies to planned or longer-term license commitments
- The implied per-license price must be mathematically consistent with the bundle price and must not materially distort like-for-like comparison across SKUs
- Prices must be firm for the contract period and VAGST inclusive unless otherwise stated
- Conditional pricing, minimum purchase requirements, or bundled services are not permitted

Section 8: Non-Applicable Requirements

The following are not applicable to this procurement:

- Physical delivery requirements;
- Delivery programs or staged delivery schedules;
- Product warranties beyond standard Microsoft licensing terms;
- Client reference letters or experience narratives;
- Managed services or operational support

Section 9: Compliance Statement

Only Suppliers who satisfy all mandatory requirements in Part 1 and this Part shall be considered responsive and eligible for evaluation in accordance with Part 6.

PART 6: EVALUATION CRITERIA

Section 1: Evaluation Process

The Purchaser shall evaluate Quotations in accordance with this Part.

Only Quotations determined to be responsive and compliant with the mandatory requirements set out in Part 1 Clause 9 – Instructions to Bidders and Part 5 – Specification of Requirements shall be considered for evaluation.

Evaluation shall be conducted using a pass / fail methodology for Bidder Eligibility, Bidder Qualification, and Technical Qualification, followed by a price-only financial evaluation.

Section 2: Bidder Eligibility Evaluation (Pass / Fail)

The Purchaser shall first assess each Quotation for compliance with the Bidder Eligibility requirements.

A Bidder must satisfy all eligibility criteria to proceed further in the evaluation process.

Bidder Eligibility Criteria

No.	Eligibility Criterion	Evidence Required	Bidder A	Bidder B	Bidder C	Comments
A1	Valid Business License	Copy of current Business License				
A2	Tax Compliance (where applicable)	Valid VAGST Certificate				
A3	Authority to sign	Letter of Authority or Power of Attorney				
A4	Conflict of Interest declaration	Signed declaration				
A5	Compliance with Instructions to Bidders	Confirmation of compliance with Part 1				

Failure to meet any Bidder Eligibility criterion shall result in the Quotation being deemed non-responsive and excluded from further evaluation.

Section 3: Bidder Qualification Evaluation (Pass / Fail)

Only quotations that satisfy all Bidder Eligibility requirements shall be assessed for Bidder Qualification.

Bidder qualification, experience, and financial standing shall be assessed solely in accordance with the requirements specified in Part 5.

Bidder Qualification Criteria

No.	Qualification Criterion	Evidence Required	Bidder A	Bidder B	Bidder C	Comments
B1	Microsoft CSP Indirect Reseller (APAC/NZ region)	Microsoft Partner Center screenshot of Partner ID				
B2	Active Microsoft-authorized Indirect Provider relationship	Microsoft Partner Center screenshots				
B3	Authorized to transact Microsoft NCE subscriptions	Microsoft Partner Center screenshot				
B4	Microsoft Partner Center Security Score of 100%	MPC screenshot of Security Overview dated within last 30 days				
B5	Microsoft Partner Center MFA Status of Compliant	MPC screenshot of Security settings dated within last 30 days				

No additional experience, reference, financial capacity, or performance criteria beyond those specified above shall be applied.

Failure to meet any Bidder Qualification criterion shall result in the Quotation being deemed non-compliant and excluded from further evaluation.

Section 4: Technical Qualification Evaluation (Pass / Fail)

Only Quotations that satisfy all Bidder Eligibility and Bidder Qualification requirements shall be assessed for Technical Qualification.

Technical compliance shall be assessed against the mandatory requirements specified in Part 5.

Technical Qualification Criteria

No.	Technical Requirement	Evidence Required	Bidder A	Bidder B	Bidder C	Comments
C1	Supply of genuine Microsoft 365 NCE licenses	Pricing Schedule and license description				
C2	Correct license types and SKUs quoted	Pricing Schedule aligned with Part 5				
C3	Ability to provision licenses into existing Microsoft tenant	Confirmation in Quotation				
C4	Provisioning timeframe of less than 15 working days	Confirmation in quotation				
C5	Compliance with pricing format (1 license + bundle of 10 licenses)	Completed Pricing Schedule				
C6	Comply with Price Quote Validity of ninety (90) Days	Confirmation in quotation				

For this ICT SaaS procurement, delivery refers solely to the digital provisioning and activation of licenses. Delivery programs, implementation methodologies, and managed services are not applicable.

Failure to meet any Technical Qualification requirement shall result in the Quotation being deemed non-compliant.

Section 5: Financial Evaluation (Price Only)

Only Quotations that are compliant with Sections 2, 3 and 4 shall proceed to financial evaluation.

Financial evaluation shall be conducted based on price only.

The Purchaser shall compare the total evaluated price of each responsive Quotation using the bundle-of-ten (10) license pricing submitted in accordance with Part 5.

Single-license pricing is provided for operational flexibility only and shall not be used for evaluation.

Financial Evaluation Summary

Bidder	Bid Amount (Sum Total Evaluated Price of all Bundle of 10 licenses SKU)	Revised Bid Amount	Rank (1 = lowest bid amount)
Bidder A			
Bidder B			
Bidder C			

Section 6: Arithmetic Corrections

Any arithmetic errors identified during evaluation shall be corrected in accordance with Instruction to Bidders.

The corrected total price shall be used for evaluation purposes.

ANNEX 1 to PART 1 – SAMPLE LETTER OF AUTHORITY

("Insert Date")

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

Dear Sir,

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

- (a) To submit, sign or execute the quotation, proposal or tender of **"Supply / Provision of Microsoft 365 Licenses to Samoa Water Authority." (RFQ No. SWA-RFQ NOE02/2026** minor goods contract issued by the Samoa Water Authority;
- (b) To sign or execute and bind the company to any contract, purchase order or commitment whatsoever in connection with this request for quotation or contract.

Signed:

(Signature)

[Insert Full Name]

[Insert Designation]

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

CONFLICT OF INTEREST DECLARATION:

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

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

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

Bidder Name:

Name of Declarant Person making the Declaration:

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

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

OR

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

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

Signature of Declarant:.....

Declared thisday of2026.....

ANNEX 3 to PART 1 – QUOTATION PREPARATION CHECKLIST

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

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

ANNEX 4 to PART 1 – INSTRUCTION TO BIDDERS

Procedure for Electronic Submission of Quotations

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