

REQUEST FOR TENDER

FOR

SUPPLY OF MICROSOFT

VOLUME LICENSING

SOLUTION

TENDER NO: 25/2019
(RE-TENDER)



LAND TRANSPORT AUTHORITY

P.O. Box 6677, Valelevu, Nasinu, Fiji. Email: infor@lta.com.fj Ph: 3392166

DATED: 20th & 27th April 2019

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PART A: RULES GOVERNING THIS REQUEST FOR TENDER (RFT)

1.0 PURPOSE OF TENDER

The purpose of this tender is to obtain customized Licensing Solution on all Microsoft® products been used by the Land Transport Authority (“LTA”). The Licensing Solution should provide all software subscription, updates and media kits to LTA as it becomes available.

2.0 NO CONTRACTUAL OBLIGATIONS

This RFT is expressly not a contract between LTA and the Tenderer. Nothing in this RFT or in any tender document is to be construed as to give rise to any contractual obligations, expressed or implied. A contract will not necessarily arise or result from the submission of a tender.

3.0 TENDERERS TO INFORM THEMSELVES

The onus is on the Tenderer to understand the contents of this RFT and the implications of being involved in this RFT process. LTA does not accept responsibility for any misunderstandings arising from the Tenderer’s failure to comply with this RFT.

LTA only accepts tenders on the condition that the Tenderer:

- has examined this RFT and all other information made available to the Tenderer;
- has made all reasonable enquiries regarding relevant risks, contingencies and other circumstances that might affect the tender;
- has satisfied itself as to the correctness and sufficiency of the tender;
- has involved itself in the tender process entirely at its own expense and without any costs being payable by LTA.

4.0 RIGHT TO VARY OR STOP TENDER PROCESS

LTA reserves the right to stop or vary the tender process, or retender, at any given time.

5.0 PROCUREMENT TIMETABLE

It is proposed that the following procurement timetable shall apply. LTA will strive to adhere to this timetable but reserves the right to vary dates whenever necessary.

| Dates | Tasks |
|--------------------|---|
| 20 & 27 April 2019 | Tender advertisement |
| 06/05/19 at 4pm | Tender closing date & time |
| 20/05/19 | Complete tender evaluation |
| 27/05/19 | Final approval |
| 30/05/19 | Notify successful & unsuccessful |
| 10/06/19 | Signing of Agreement / Order issued to Successful Tenderer |
| 17/06/19 | Receive License |

Where this timetable varies significantly, LTA will notify prospective Tenderers.

6.0 CONFLICT OF INTEREST

Bidders and their personnel must not place themselves in a position that may create a conflict of interest concerning this RFT. Any potential or actual conflict of interest that may arise in the performance of their obligations under the RFT must be fully disclosed in writing to this Authority prior to submitting your tender bid.

Identification of a potential or actual conflict of interest does not necessarily preclude a Tenderer's submission from consideration. However, LTA shall carefully consider the circumstances surrounding the conflict of interest to determine whether it will compromise the status of the outcome of this RFT, and if so, will promptly notify the Tenderer.

7.0 – Anti Bribery & Corruption Warranties

Any breach of the obligations of the relevant party (including abandonment of this agreement in breach of its terms, repudiator breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:

- in the case of the Authority, of its employees, servants, agents; or
- in the case of the Supplier, of its Sub-Contractors or any Supplier Personnel,
- in connection with or in relation to the subject matter of this agreement and in respect of which such party is liable to the other.

Prohibited Act:

- to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity in relation to obtaining this agreement or any other contract with the Supplier;

- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- committing an offence: (i) under the Fiji Independent Commission Against Corruption Act No 11 with amendments; (ii) under legislation or common law concerning fraudulent acts; (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority;
- any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in Fiji

Note: Prohibited Act

Relevant Requirements: all applicable law relating to bribery, corruption and fraud.

Services: the services to be delivered by or on behalf of the Supplier under this agreement.

Supplier Personnel: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Sub-Contract: any contract or agreement, or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services or any part of the Services, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of the Services.

Sub-Contractor: the third parties that enter into a Sub-Contract with the Supplier.

1. PREVENTION OF FRAUD AND BRIBERY

1.1 The Supplier represents and warrants that neither it, nor any Supplier Personnel:

- (a) has committed a Prohibited Act;
- (b) to the best of its knowledge has been or is subject of any investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
- (c) has been or is listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts on the grounds of a Prohibited Act.

1.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in Clause 1.1 at the relevant time.

Note: Supplier warranties

1.3 The Supplier shall (and shall procure that its Supplier Personnel shall):

- (a) not commit a Prohibited Act;
- (b) not do or omit to do anything that would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the

Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;

(c) comply with the Anti-bribery and Anti-Corruption Law OR have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;

Note: Policies

(d) promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with performance of this agreement.

1.4 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this agreement and the steps taken to comply with its obligations under Clause 1.3.

1.5 The Supplier shall allow the Authority and its third party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with [AUDIT CLAUSE].

Note: Audit

1.6 If the Supplier is in Default under this Clause 1, the Authority may by notice:

(a) require the Supplier to remove from performance of this agreement any Supplier Personnel whose acts or omissions have caused the Default; or

(b) immediately terminate this agreement.

Note: Right to terminate

1.7 Any notice served by the Authority under Clause 1.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this agreement shall terminate).

8.0 ENQUIRIES BY TENDERER

All enquiries by potential bidders for information must be addressed only to the nominated contact officer named on the tender advertisement.

Where, in the opinion of LTA, that there is a need to disseminate additional information to a particular bidder, the same information shall be provided to other bidders. Such information shall be given the same distribution as the original RFT.

9.0 SUBMISSION CONTENT

Should a potential bidder find any discrepancy, ambiguity, inconsistency, error or omission in this RFT document, they should notify LTA in writing as soon as possible. In any such case this needs to be done before the closing date for the submission so that LTA may take any corrective action it considers necessary.

10.0 WHAT TO LODGE

Bidders may submit three (3) hard copies in the tender box placed at Level 1 Building A, Valelevu, Nasinu, Fiji, or upload their submission electronically on <https://www.tenderlink.com/ltafj/> by the closing date and time.

For hard copies (manual submissions), the original hard copy must be marked "ORIGINAL" and the remaining two (2) copies must be marked "COPY 1" and "COPY 2". The original and the copies must include all supporting materials and be well-bound.

An Evaluation Team will evaluate submissions according to the criteria specified in the RFT.

11.0 LODGEMENT OF SUBMISSIONS

Submissions must be lodged by **4:00pm Fiji Time on 6th May 2019**.

Manual submissions must be provided in a sealed envelope, marked and delivered as follows:

Management Tender Committee
RFT 25/2019 – Supply of Microsoft Volume Licensing Solutions
P.O. Box 6677
Land Transport Authority
Lot 1, Daniva Road, Valelevu
Nasinu, Fiji

12.0 LATE TENDERS

Submissions lodged after the tender closing time shall be deemed non-compliant and will be excluded from the process..

13.0 ALTERATIONS, ERASURES OR ILLEGIBILITY

Submissions are liable to be rejected where they contain alterations or erasures, incomplete, ambiguous or illegible prices or terms, or insufficient information to enable proper evaluation.

Alterations cannot be made to submissions after the Tender Closing Time unless it can be clearly demonstrated to the satisfaction of the LTA Management Tender Committee that a clerical or keying error has been made by the bidder.

14.0 ACCEPTANCE OF SUBMISSIONS

LTA is not bound to accept the lowest priced submission. Bidders whose submissions are not accepted will be notified.

The LTA Management Tender Committee reserves the right to negotiate with other bidders in the event that a contract cannot be successfully negotiated between LTA and the preferred bidder.

15.0 COLLUSIVE ACTIVITIES

Bidders and their personnel must not engage in any collusive bidding, anti-competitive conduct or any similar conduct with any other bidder or other person in preparing or lodging a submission, or to involve themselves in sort of collusive activities related to the tender.

16.0 SHORTLISTING

The LTA Management Tender Committee reserves in its absolute discretion, to make a shortlist of any bidders and seek further information from those bidders before choosing a preferred bidder. In the event of a shortlist being compiled by LTA, bidders that are not shortlisted will be advised as soon as possible.

PART B – TENDER SPECIFICATIONS

17.0 SCOPE OF WORKS

LTA is requesting for tenders from large and reputable Microsoft Licensing Vendors for the Supply of Microsoft Volume Licensing Solutions under any suitable Licensing Program available from Microsoft. The Authority currently has previously renewed its *Enterprise Agreement*. Vendors must provide solutions that reduces cost and adds value without losing functionality based on the license specifications detailed in 17.0.

18.0 SUPPLY, TERMS AND CONDITIONS

The Tenderer should provide solution on both options. The cost breakdown should be provided for all the software.

Part A – Server

| Microsoft Volume Licenses | Quantity |
|--|-----------------|
| SQL Server 2017 Standard | 8 |
| SQL Server Standard Client Access License | 250 |
| Windows Server 2016 Standard | 20 |
| Windows Server 2019 Standard | 20 |
| Remote Desktop Client Access Licenses | 150 |
| Visual Studio with MSDN (Per Developer) | 4 |
| Microsoft Exchange Enterprise | 2 |
| Microsoft Exchange Enterprise CALs | 500 |
| Microsoft Exchange Standard | 2 |
| Microsoft Exchange Standard CALs | 500 |
| <i>Optional</i> | |
| <i>Microsoft SharePoint</i> | <i>1</i> |
| <i>Microsoft System Center Configuration Manager</i> | <i>1</i> |

Part B – Client Licensing

| Microsoft Volume Licenses | Quantity |
|----------------------------------|-----------------|
| Windows OS Enterprise | 250 |
| Office Professional | 250 |
| Project Professional | 5 |
| Visio Professional | 5 |

19.0 PAYMENT TERMS AND CONDITIONS

Payment Schedule will be as follows:

| Task | Payment Percentage |
|-----------------------------|--------------------|
| Contract Signing First Year | 25% |
| Second Year | 25% |
| Third Year | 50% |
| TOTAL PAYMENT | 100% |

20.0 CONFIDENTIALITY

Vendors must treat all documents and information provided by LTA including this RFT, as confidential. LTA will treat all proposals received, and the information contained therein, as confidential until a negotiated contract is executed or all proposals are rejected.

21.0 PUBLIC STATEMENT

No vendor shall make any public statement in relation to this RFT without prior written consent from LTA.

22.0 GENERAL CONDITIONS

The following general conditions apply:

- i. LTA may not necessarily accept the lowest cost bidder, but will strive to select the best and most responsive bidder.
- ii. LTA may cancel this RFT or amend its contents at any time prior to the acceptance of a submission.
- iii. If no proposal is acceptable, then LTA may either re-issue the Terms of Reference or negotiate with one or more vendors for a satisfactory offer.
- iv. The award of a submission shall not be deemed final unless and until a contract is successfully negotiated and approved by LTA.

23.0 PROPOSAL RESPONSE SECTION

Interested vendors shall submit submission responding to items below. Identify each response with the appropriate letter designation and respond to all items in the order given.

23.1 **EVALUATION CRITERIA**

a) BASIC SUBMISSION'S COMPULSORY REQUIREMENTS

- i. Company Profile
- ii. Business License & Registration
- iii. Tax Compliance Certificate
including Tax Identification Number
- iv. Authorized Letter of Service Center and Reseller
- v. Fiji National Provident Fund Compliance Certificate (if local) or equivalent Compliance Certification for overseas bidders

It is mandatory for the bidder to provide all the requirements listed under (i. to v.) above in order for their bid to be considered for further assessment. Any bidder who does not meet the 100% requirement as per above list, their submission SHALL NOT BE CONSIDERED for further assessment.

b) ASSESSMENT CRITERIA

Basic Submission's Compulsory Requirements:

i) Company Profile

- Background / History of company including details of parent companies and subsidiaries number of employees based in Fiji
- List of products and services
- Specify the years of experience

Set out how you will support this procurement throughout the product life

ii) Business License & Registration – certified copies of:

- Valid Business License
- Valid Business Company Registration Certificate

iii) Tax Compliance

- Tax Compliance Certificate

iv) Authorized Letter of Service Center and Reseller

v) Fiji National Provident Fund Compliance Certificate (if local) or equivalent Compliance Certification for overseas bidders

1. Non-Price Factor 60%

- i. Qualification and Experience – 30%
- ii. Specifications – 30%

2. Price Factor 40%

- i. Cost Proposal – 20%
- ii. Special Offers and Discounts – 20%

| Non Price Factor 70% | Percentage (%) |
|---|--|
| <p>Qualifications & Experience – 30%</p> <p>Respond to these criteria:</p> <ul style="list-style-type: none"> ▪ Describe how the vendor’s experience will benefit LTA in terms of the successful service delivery of the required items – minimum 1 page. 10 ▪ List of major clients of the company, which may have utilized the areas of expertise. Provide at least 3 references from clients you have previously provided service. Names and contact of suitable client contact persons for reference checks. 10 ▪ List of resources assigned to Project. 5 ▪ Work Program – to show timeline & delivery. 5 | |
| Total | 30% |
| <p>Specifications - 30%</p> <ul style="list-style-type: none"> ▪ Microsoft Business Gold Partner ▪ Microsoft Licensing Provider ▪ Microsoft Solution Provider |  30% |
| Total | 30% |

| Price Factor 40% | Percentage (%) |
|--|---|
| <p>Cost Proposal 20%</p> <p>All prices proposed should be separated by all the following:</p> <ul style="list-style-type: none"> ▪ All suppliers must agree that prices are vat inclusive including freight charges. ▪ Local & overseas bidders are to provide quotes, which includes cost for design, development, supply / installation, implementation, user acceptance testing and training of software and hardware components. ▪ Other cost - that may not fall in the above categories, cost that need to be borne by LTA and is not factored in above categories, etc. ▪ Itemized the bill of materials, professional services and its cost. <p>Special Price Offers & Discounts 10%</p> | <p style="text-align: center;">20</p> <p style="text-align: center;">20</p> |
| Total | 40% |

24.0 TENDER ADVERTISEMENT



REQUEST FOR RE-TENDER

The Land Transport Authority (LTA) is requesting for tenders from reputable and established ICT Vendors for the following;

| # | TENDER NAME | TENDER NO. | CONTACT PERSON | CONTACT DETAILS |
|---|--|------------|----------------|---|
| 1 | Supply of Microsoft Volume Licensing Solutions | 25/2019 | Apelu Kouka | 9905488 / akouka@lta.com.fj |

All submissions must meet the Terms & Conditions and the Specifications as outlined in the Terms of Reference document, which can be downloaded from LTA's Tenderlink site <http://www.tenderlink.com/ltafj/> or LTA website <http://www.lta.com.fj/> .

Manual submissions must include three (3) hard copies in sealed envelopes and clearly marked "Confidential" before placing in the tender box provided in Level 1 Building A, Valelevu, Nasinu, Fiji. The submission must be addressed to:

Management Tender Committee
RFT No: 25/2019 – Supply of Microsoft Volume Licensing Solutions
P.O Box 6677
Land Transport Authority
Lot 1 Daniva Road, Valelevu
Nasinu, Fiji

Vendors may also upload their submissions electronically to <https://www.tenderlink.com/ltafj/>. This tender will close on **Monday 6th May 2019 at 4:00pm Fiji Time.**

It is the responsibility of the Vendors to ensure that their electronic submission is submitted before the closing timeline. Late or faxed submission proposals will not be accepted. LTA reserves the right to accept, decline or negotiate with one or all bidders.

--END--