



RFT 09/2022

TERMS OF REFERENCE

**Request for Tender - Supply of
Microsoft Licenses**

LAND TRANSPORT AUTHORITY

Contacts – Apelu Kouka, Email: akouka@lta.com.fj Ph: 3347102 Mob: 9905488
Dates: 28/05/2022 & 04/06/2022

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

1.0 PURPOSE OF TENDER

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 been renewing its *Enterprise Agreement*. Vendors must provide solutions that brings down costs without losing functionality based on the license specifications detailed in 20.0. together with professional services rendered.

2.0 NO CONTRACTUAL OBLIGATIONS

This RFT is expressly not a contract between the LAND TRANSPORT AUTHORITY 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

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

3.2 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 inquiries 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 the LTA.

4.0 RIGHT TO VARY OR STOP TENDER PROCESS

The LTA reserves the right to stop or vary the tender process, or retender, at anytime. Any variation to the original RFT will be given the same distribution as the original RFT.

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
28/05/22 & 04/06/22	Tender advertisement
28/06/22 at 3pm	Tender closing date & time
08/07/2022	Complete tender evaluation
29/7/2022	Final approval
12/8/2022	Notify successful & unsuccessful Order issued to Successful Tenderer
31/8/2022	Signing of Agreement
31/8/2022	Receive Licenses
30/09/2022	Completion of Professional services, documentations, configurations and testing, training of users and administrators

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

6.0 CONFLICT OF INTEREST

Tenderers and their personnel must not place themselves in a position that may, or does, 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. Identification of a potential or actual conflict of interest does not necessarily preclude a Tenderer's submission from consideration. However, LTA will 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 INQUIRIES BY TENDERER

- 7.1 All inquiries by potential Tenderers for information should be addressed only to the nominated contact officer named on the Tender Advertisement.
- 7.2 Where, in the opinion of the Land Transport Authority, further information provided to one potential Tenderer should be provided to all potential Tenderers, such information will be given the same distribution as the original RFT.

8.0 SUBMISSION CONTENT

Should a potential Tenderer find any discrepancy, ambiguity, inconsistency, error or omission in this RFT document, they should notify the Land Transport Authority in writing as soon as possible, and in any case before the closing date for the tender so that the Land Transport Authority may take any corrective action it considers necessary.

9.0 WHAT TO LODGE

For manual submissions, bidders must submit three (3) hard copies in the tender box placed at LTA - Level 1 Building A, Valelevu, Nasinu, Fiji or upload their submission electronically to the submission site - <https://www.tenderlink.com/ltafi/> by the closing date and time.

For manual submissions, the original hard copy must be marked "ORIGINAL" and the remaining two (2) copies must be marked "COPY 1" and "COPY 2", respectively. 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 this RFT.

10.0 LODGEMENT OF TENDER

Manual submissions must include three (3) hard copies in sealed envelopes and placed in the tender box provided at Level 1 Building A, Valelevu, Nasinu or upload the submission electronically on the LTA site <http://www.tenderlink.com/ltafi/>. The submission must be clearly addressed:

Management Tender Committee
RFT 09/2022 – Supply of Microsoft Licenses
P.O. Box 6677
Lot 1 Daniva Road, Valelevu
Nasinu, Fiji

11.0 LATE SUBMISSIONS

Submissions lodged after the submission closing time shall be deemed late.

12.0 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.

13.0 ACCEPTANCE OF TENDERS

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.

14.0 COLLUSIVE TENDERING

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.

15.0 ANTI-COLLUSION TENDER CLAUSE

1. Facilitating reporting to the relevant competition Authority

The procuring Authority reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by bidders to the appropriate regulatory Authority and to provide that Authority with any relevant bidder information.

2. Disclosure of subcontracting

Suppliers/bidders must indicate if they intend any person (or organization) who is not an employee to perform work on the services, and they must provide their details. The contract with the successful bidders will require the procuring Authority's prior written approval for any changes to these arrangements, and any further subcontracting.

3. Warranty

The supplier/bidder warrants that their tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than:

- a) Where certain joint venture arrangements exist between the bidder and a competitor;
- b) Where the bidder and a competitor have an agreement that has been authorized by the relevant competition Authority; and
- c) Where the supplier/bidder has communicated with a competitor for the purpose of subcontracting a portion of the tender, and where the communication with that competitor is limited to the information required to facilitate that particular subcontract.

In such a situation the bidder agrees to fully disclose the full nature and extent of any agreements with competitors to the tendering body. In the event that no such disclosure is made, the bidder warrants that their bid has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor regarding:

- a) Prices;
- b) Methods, factors or formulas used to calculate prices;
- c) The intention or decision to submit, or not submit, a bid;
- d) The submission of a bid that is non-conforming;
- e) The quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates; and
- f) The terms of the bid.

The supplier/bidder acknowledges that if the procuring Authority accepts the supplier/bidder's offer and completes any contract the procuring Authority will do so in reliance of this warranty.

Disclosure of prior anti-competitive conduct

Suppliers/bidders must indicate if they, or any corporation or person associated with their tender, including directors and senior management, are or have ever been subject to proceedings related to anti-competitive conduct domestically or overseas. The information must include:

- a) The names of the parties to the proceedings;
- b) The case number;
- c) The general nature of the proceedings; and
- d) The outcome or current status of the proceedings.

The procuring Authority reserves the right, at its discretion, to exclude any supplier/bidder from the procurement process if the supplier/bidder, or any organization or person, including directors or senior managers associated with their tender, have ever contravened the anti-competitive provisions of [the relevant competition laws] or equivalent laws overseas.

The procuring Authority reserves the right, at its discretion, to exclude any supplier/bidder from the procurement process if full disclosure of any or all contraventions of the anti-competitive provisions of the [the relevant competition laws] equivalent laws overseas has not been made.

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.

17.0 QUALIFICATIONS

- Reputable & Established ICT product and service provider
- Provision of Company Profile
- Three [3] Cliental Referees
- Delivery timeline
- Written references of Previous Contracted Works, supply of licenses, professional work around Microsoft 365 and similar platforms.

18.0 DELIVERY DEADLINE

The Microsoft licenses and professional services must be updated and delivered on time.

PART B – TENDER SPECIFICATIONS

19.0 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 been renewing its *Enterprise Agreement*. Vendors must provide solutions that brings down costs without losing functionality based on the license specifications detailed in 20.0.

20.0 SUPPLY, TERMS AND CONDITIONS

The Tenderer should provide solution on the following options;

- i. Renewal of Microsoft Enterprise Agreement;
- ii. Any suitable Licensing Program available from Microsoft with the following licenses in tables Part A, B and C. The cost breakdown should be provided for all the software.

Part A – Server

Microsoft Volume Licenses	Quantity
SQL Server	8
SQL Server Standard Client Access License	250
Windows Server 2021	20
Remote Desktop Client Access Licenses	150
Visual Studio with MSDN (Per Developer)	6
Microsoft Exchange Enterprise	2
Microsoft Exchange Enterprise CALs	500
<i>Optional</i>	
<i>Microsoft SharePoint</i>	<i>1</i>
<i>Microsoft System Center Configuration Manager</i>	<i>1</i>
<i>Professional services – deployment, configuration, documentation and training</i>	<i>1</i>

Part B – Client Licensing

Microsoft Volume Licenses	Quantity
Windows OS Enterprise	100
Office Professional	100
Project Professional	10
Visio Professional	10

Part C – Office 365 options

365 Licenses	Quantity
Basic	50
Premium	25
Include configuration, testing, documentation and training costs	

21.0 PAYMENT TERMS AND CONDITIONS

Payment Schedule will be as follows for enterprise Agreement and other Suitable license Agreement to be negotiated by the Vendor and the Authority :

Task	Payment Percentage
Contract Signing First Year	33.3%
Second Year	33.3%
Third Year	33.4%
TOTAL PAYMENT	100%

22.0 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.

23.0 PUBLIC STATEMENT

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

24.0 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.

25.0 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.

26.0 BASIC BUSINESS COMPULSORY REQUIREMENTS

- i. Company Profile
- ii. Business License & registration
- iii. Tax Compliance Certificate
- iv. Authorized Letter of reseller, partner and member
- v. Fiji National Provident Fund Compliance Certificate (if local) or equivalent Compliance Certification for overseas bidders
- vi. Reference letters from vendors of similar supply and implementations
- vii. Recent audited financial statement
- viii. Vaccination Status for all Staffs who will be engaged with the Authority.

It is mandatory for the bidder to provide all the requirements listed under (i. to viii.) 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.

27.0 ASSESSMENT CRITERIA

1. Non-Price Factor 70%

- i. Qualification and Experience – 30%
- ii. Specifications – 40%

2. Price Factor 30%

- i. Cost Proposal – 20%
- ii. Special Offers and Discounts – 10%

Evaluation Criteria	
Basic Business Compulsory Requirements	
<ol style="list-style-type: none"> i. Company Profile ii. Business License & registration iii. Tax Compliance Certificate iv. Authorized Letter of reseller, partner and member v. Fiji National Provident Fund Compliance Certificate (if local) or equivalent Compliance Certification for overseas bidders vi. Reference letters from vendors of similar supply and implementations vii. Recent audited financial statement viii. Vaccination Status for all Staffs who will be engaged with the Authority. 	
Qualifications & Experience – 30%	Percentage (%)
Respond to these criteria:	
<ul style="list-style-type: none"> • Describe how the vendor’s experience will benefit LTA in terms of the successful product / service delivery – minimum 1 page. 	15%
<ul style="list-style-type: none"> • List of major clients of the company with particular reference to local government, which may have utilized the areas of expertise. Provide at least 3 written references from clients you have previously provided service. Also, provide names and contact of suitable client contact persons for reference checks. 	15%
Total	30%
Specifications – 40%	Percentage (%)
With reference to the above Scope of Works - Part B: The submission must include the following:	
<ol style="list-style-type: none"> 1. Licenses use till end of life or when no longer supported 2. Supply new Microsoft licenses under relevant agreement with no loss to existing licenses functionality under previous agreement 3. Professional services plan which includes any information gathering, setup, configuration, testing, go-live, user and admin trainings, documentations and timelines; <ol style="list-style-type: none"> a. Microsoft System Center Configuration Manager b. SharePoint 4. Copy of supply, configuration and training agreement 	40%
Total	40%

Price Factor 30%	Percentage (%)
Services and Charges: <ol style="list-style-type: none"> 1. All cost in Fijian Dollars and Vat Inclusive (VIP) 2. Itemize all costs as per scope of works for each license quantity and professional services 3. Special pricing or discounts 	10% 10% 10%
Total	30%