



I TAUKEI LANDS TRUST BOARD
(I Taukei lands, our heritage, our future)

TENDER SPECIFICATIONS

TENDER FOR IT PERIPHERAL DEVICES

1.0 General Terms & Conditions

The following general terms and conditions will apply:

1.1 Submission of Tenders

- a) Tenders must be received no later than 5 January 2023
- b) Bidders must submit two signed copies of the proposal with one copy marked as "Original". The original version will prevail if there are any inconsistencies between the original and the copy.
- c) All Tenders are to be submitted online via email tendersecretariat@tltb.com.fj with Subject **"TENDER – IT Peripheral Devices"**
- d) All Tenders to be submitted prior to the tender closing time
- e) The Tender response must be in the English language.
- f) Should the Tenderer become aware of any discrepancy, error or omission in the Tender document submitted, and the Tenderer wishes to lodge a correction or provide additional information that material must be in writing and lodged prior to the Tender closing time.

1.2 Format of Tender Response

Each Tenderer must provide a formal letter of transmittal that must:

- Be signed by an authorized representative of the organization and must state that the signing official is authorized to legally bind the organization;
- Include the names, titles, office addresses and office telephone numbers of the persons authorized by the organization to conduct negotiations on the Proposal, including their expected roles in negotiations and in performance of any resulting Agreement; and
- Provide a contact name, address, facsimile number and email address which TLTB will use in serving notices to the Tenderer.
- Tenderers must submit a clause by clause response indicating compliance with the requirements as documented in section 5.

- Costs must be summarised to itemize each component such as licensing, source code, application, infrastructure modules, etc.

1.3 Late Tenders

Any Tender lodged after the closing time will be deemed to be late and will not be considered.

1.4 Amendment of RFT

TLTB may, at their sole and absolute discretion, vary, add to, or amend the terms of this RFT, including: the nature and/or scope of the services required under this RFT; and any other subject matter to which this RFT relates.

1.5 Termination of RFT

TLTB may, in their sole and absolute discretion, suspend, terminate or abandon this RFT at any time prior to the execution of a formal written agreement acceptable to TLTB, by an authorized officer of TLTB and by the Successful Tenderer/s, by giving written notice of such a decision to each of the registered Tenderers.

1.6 Tenderers to inform themselves

- a. Each Tenderer should:
 - i. Examine this RFT, and documents referred to in the RFT and any other information made available by TLTB to Tenderers;
 - ii. Obtain any further information about the facts, risks, and other circumstances relevant to its Tender by making all lawful inquiries; and
 - iii. Satisfy itself that its Tender, and all information on which its Tender is based, is true, accurate, and complete.
- b. By submitting their Tenders, Tenderers will be deemed to have:
 - i. examined the RFT and any other information made available in writing by TLTB to Tenderers for the purpose of tendering;
 - ii. examined all information relevant to the risks, contingencies, and other circumstances having an effect on their Tender and which is obtainable by the making of reasonable inquiries; and
 - iii. satisfied themselves as to the correctness and sufficiency of their Tenders and that their prices cover the cost of complying with the RFT requirements and of all matters

and things necessary for the due and proper performance and completion of the work described in the RFT.

1.7 Tenderer's risk

The Tenderer's participation in any stage of the Tender process is at the tenderer's sole risk, cost and expense, in particular, all costs incurred by or on behalf of the Tenderers in relation to this RFT, including preparing and lodging the Tender and providing TLTB with any further information are wholly the responsibility of the Tenderer.

TLTB accepts no responsibility, liability, or obligation whatsoever for costs incurred by or on behalf of any Tenderer in connection with any Tender or any participation in the Tender process.

1.8 Clarification and variation of tenders

TLTB may, at their absolute discretion seek clarification or request further information from Tenderers after the closing date for the submission of Tenders.

Each Tenderer must nominate a person to provide additional information or answer specific questions that may arise during the selection process as required by TLTB.

Tenderers whose Tenders have been short listed may be required, to engage in formal discussions with TLTB or make presentations to TLTB on their Tenders. In such an event TLTB will make the necessary arrangements with Tenderers

1.9 Selection of preferred tender

Neither the lowest priced Tenders, nor any Tenders, will necessarily be selected by TLTB as the Preferred Tender/s. TLTB IT Steering committee may decide not to accept any Tender or reject all Tenders at any time. TLTB reserve the right to cancel this RFT and pursue an alternative course of action at any time.

A Tenderer will not be deemed to have been selected as one of the Preferred Tenderer/s unless and until notice in writing for and on behalf of TLTB of such selection is:

- Handed to the Tenderer; or
- Is sent by prepaid post to or is left at the address stated in the Tender for service of notices; or
- Sent by facsimile to the number provided by the Tenderer, followed by an original by post.

Selection of Preferred Tenderer/s shall not be treated as acceptance of the Tender and no binding relationship will exist between the Preferred Tenderer/s and TLTB until a written agreement acceptable by TLTB is executed by an authorized officer of TLTB and the Successful Tenderer/s.

1.10 Conduct of tenderers

Conduct of Tenderers or any of their consortium members, may affect the outcome of their Tender responses, including non-consideration of the Tender.

Tenderers warrant to TLTB that they (and their consortium members) have not and will not engage in any of the following activities in relation to this RFT Process:

- Lobbying of or discussions with any politician or political groups during this RFT process;
- Attempts to contact or discuss the RFT process with officers, any member or staff or contractor currently working in TLTB or any agent of this Department; Exception to members stated in Proposal for tender.
- Provision of gifts or future promise of gifts of any sort to the previously mentioned personnel;
- Accepting or providing secret commissions;
- Submitting an inflated Tender to the advantage of another Tenderer; Entering into any improper commercial arrangement with any other party;
- Seeking to influence any decisions of TLTB by an improper means; or otherwise acting in bad faith, fraudulently or improperly.

1.11 Unlawful inducements and collusive tendering

Tenderer and its officers, employees, agents, and advisers must not:

- Offer unlawful inducements in connection with the Tender process; or
- Engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgment of Tenders.

1.12 Contact with tenderers

During the Tender process, neither TLTB nor their representatives are required to answer questions or otherwise discuss the contents of this RFT with potential Tenderers or their representatives, except in accordance with this RFT. Tenderers must not attempt to make any contact of that nature. Any unauthorized contact may disqualify the Tenderer from further consideration.

1.13 Costs

All costs and payment schedules to TLTB should be clearly tabled in the response and one-time and recurring costs should be clearly separated and recurring costs clearly identified and noted including applicable Subscriptions and Service Level Agreement costs. Where cost estimates are provided, the basis of these estimates should be shown. Where given cost components are subject to periodical change, the basis for review, and increase /decrease should be shown.

1.14 Non delivery of service(s)

TLTB reserves the right to hold full or partial payment until such time that the product has been delivered to the quality and expectation of TLTB.

TLTB have the right to withhold (as penalties) a percentage of the payment for vendor non-performance. Non-performance may be classed as:

- Failure to deliver on time
- Failure to respond to queries within a reasonable amount of time
- Introduction of unauthorized "new" clauses

1.15 Validity of submissions

All proposals and price shall remain valid for a period of 90 days from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.

1.16 Currency

All currency in the proposal shall be quoted in Fiji Dollars and prices shall be VAT Inclusive and include all duties and taxes. Pricing must incorporate all Professional Services costs associated with TLTB receiving a fully configured and operational solution and must include Delivery, Installation, Configuration, Commissioning, Testing, Project Management, Documentation and Training costs.

1.17 Mergers Acquisition or Sale of tenderer

Where such information is publicly accessible, the Tenderer must indicate whether any mergers, acquisitions or sales are planned presently or during the year following the submission of the Tender.

2. Project Objective

The purpose of this TOR is to seek out potential vendors to supply TLTB with appropriate IT Peripheral devices for use by our staff to carry out their daily work activities.

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether to enter a contract or arrangement with TLTB. Neither TLTB nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

The proposals must include supply, delivery and setup of the procured devices as well as clearly outline the costs and service levels. The proposals must be structured around delivering a fixed price turnkey solution.

The selection of the successful company will include but is not limited to compliance with the following five criteria:

1. Ability to meet the documented requirements
2. Total cost of ownership
3. Value
4. Service & Support
5. References & experience

3. Responses to requirements

Bidders must confirm that their solution as included in the overall total project price complies with the following requirements. Confirmation will be on a clause by clause basis to all requirements in this document and responses are to be as follows:

C **Comply** (Requirement fully met)

PC **Partially Comply** (Requirement partially met – Must provide full detail of compliance level)

NC **Non Comply** (Requirement not met)

4. Technical Requirements

As part of their submission, bidders must provide a proposal for standard Desktops/Laptops that:

Requirement	Compliance
Office-grade Printer Devices	
Projectors	
Wireless Keyboard and Mouse	
Monitors (21", 24" and 27" options)	
External Hard Disk Drives (1TB and 2TB options)	
USB Drives (32GB and 64GB options)	
Headphones	
Voice Recorder	
Vendor Warranty – 3 Years and 5 years Options where applicable	

5. Other Requirements

	Requirements	Compliance
	Provide details of the corporate and ownership structure, including identification of any holding company or companies and parent companies.	
	Provide a profiles of the company and any parent entity. If the company is a subsidiary, the Tenderer must provide full details of the legal and financial relationship between the subsidiary and parent. The names of all directors and officers of the company.	
	Provide a full description of current operations of the company. Financial statement for the last 3 years may be requested.	
	Provide a copy of the company's Certificate of Incorporation.	
	Provide confirmation that the company has the capacity to bid for the Services and that there is no restriction under any relevant law to prevent it from bidding.	
	Provide details of any legal proceedings that are under progress against the company	

	Company to submit a list of at least three customer references for which solution of a similar scale and functionality have previously been provided	
	Bidders are to submit pricing inclusive of all requirements specified in the requirements documented on the previous pages	

6. Financial Proposal

Cost Matrix

Bidders should provide their cost breakdown in the following format:

Cost Matrix		
Category	Description	Cost (FJD)
	1. Hardware	
	--add row as needed	
	Sub Total	
	2. Software	
	--add row as needed	
	Software subscription Sub Total	
	3. Accessories	
	--add row as needed	
	Accessories Sub Total	
	4. Professional Services	
	- add row as needed	
	Sub Total	
	Overall Project Total	

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