

TENDER SUMMARY

Tender Title:	SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF NEW DWDM PLATFORM FOR FIBERAIL SDN BHD
Tender Ref:	T003/2022
Closing Date:	6 JANUARY 2023

1. This tender requires the Tenderer to supply, delivery, installation, testing & commissioning of new DWDM platform for Fiberail Sdn Bhd.
2. Tenderer is allowed to submit only one (1) proposal.
3. Tender Deposit:

The Tenderer shall deposit a sum of **RINGGIT MALAYSIA One Hundred Thousand Only (RM100,000.00)** as a Tender Deposit and to be submitted in the Tender Proposal during Tender Closing Date. The Tender Deposit shall either be in the form of Bank Draft, Cashier's Cheque or Bank Guarantee and shall be made payable to Fiberail Sdn Bhd. TM shall reject any Tender proposal submitted without Tender Deposit or with insufficient Tender Deposit.

4. **Tenderer who fails to fulfill below criteria will be automatically eliminated or disqualified from further evaluation.**

No.	Pre-Requisite Criteria	Description
1	On-time tender submission	All Tender Proposal must be submitted before 6 January 2023 before 12.00 noon Malaysia time.
2	Company Status	<ul style="list-style-type: none">• Shall be Malaysian Registered Company (Form 9, Companies Act 1965 / Application for Registration Form, Section 14, Companies Act 2016 issued by SSM);• Shall be a company with Sendirian Berhad (Sdn Bhd) or Berhad company.
3	Sufficient Tender Deposit	The Tenderer shall deposit a sum of RINGGIT MALAYSIA ONE HUNDRED THOUSAND (RM100,000.00) as a Tender Deposit. <ul style="list-style-type: none">• Tenderer shall submit a scanned copy of Tender Deposit during online submission on 6 January 2023. The original Tender Deposit shall be submitted by hand at Fiberail Sdn Bhd, 8th Floor Wisma TM Taman Desa, Kuala Lumpur by 5 January 2023 before noon.

5. List of Critical Clause:

Tenderer is required **to fully comply with the clauses marked as "Critical (CRQ) Clause"** in the Technical Specifications. Failing which, the Tenderer shall be disqualified from the tender exercise and their tender submission shall be rejected. The list of CRQ clauses is as below:

B.1.4	The offered equipment shall be designed in such that any fault in the rack/shelf/card/port shall not affect the operation of other rack/shelf/card/port within the same rack/shelf/card/port.
C.2.2	DWDM solution shall incorporate multiple next generation network technologies consisting of ROADM, tuneable and pluggable optics, ASON/GMPLS, 100G, 400GE and to support most flexible and cost effective and data optimized optical transport infrastructure.
C.2.5	The WDM equipment should support lambda of 200G up to 800G long haul transmission, ensure that minimum of 200G links from Thailand border to Singapore border (T1/T2 to Ansar/IPDC) can be deployed without electrical regeneration.
C.2.8	The WDM equipment should support the following technology:
	a) Colorless
	b) Directionless
	d) Gridless / Flexgrid
C.2.9	The WDM shall support multi degree with minimum 8 degree at any ROADM sites based on at least Wavelength Selective Switching (WSS) Technology.
C.2.10	Support work in frequency band from 1525nm to 1565nm (C-Band), provide minimum 96 channel wavelength at 50Ghz spacing.
C.2.15	The WDM equipment should support 100G/200G/400G and up to 800Gbps line rates optical-layer ASON or OTN ASON. The switching time should be ≤ 50 ms and the Tenderer should indicate their best rerouting time.
C.4.5	The DWDM Traffic Units wavelength shall be able to be tuned to all range of C-Band.
C.4.6	The proposed system shall facilitate "hitless" or uninterruptible wavelength provisioning such that in-service wavelengths are not interrupted by the addition or deletion of wavelength or hot insertion of necessary DWDM system components in order to provision a new wavelength (e.g. Traffic Unit)
C.6.1	The DWDM Line System shall not use any DCM in any part of the system.
C.7.3	The software upgrade of the DWDM shall be performed remotely from the Element Management System.
C.7.7	The DWDM Line System shall have the automatic type of equalization process to allow power adjustment (both total DWDM power and individual channel power) due to fiber or system attenuation.
C.8.2	The Line System offered shall support three types of protection a) Type 1 (1+1+R) for premium protection, where "R" is restoration b) Type 2 (1+1) path protection c) Type 3 (1+R) based on best effort
C.10.3	Fiber loss and distance as per Attachment 3. Tenderer shall add 5dB margin in the system design for each ROADM-OLA and OLA-OLA span.
D.2.5	The Tenderer shall undertake to improve, update and maintain the software supplied to FIBERAIL for the entire life of the NMS at no cost to FIBERAIL excluding the introduction of new features/services of the NMS. The software changes shall not affect the NMS functionality.
D.3.2	The NMS shall be in a single platform used centrally for managing and controlling the elements of WDM Family.
D.4.1	All NE shall be connected directly to one Central Location NMS with a fully redundant system in different geographical location on minimum warm standby mode.
E.5.1	The DWDM line system delivery should be less than 16 weeks after the PO is issued.
E.5.2	The Traffic Unit (and all related item) delivery should be less than 10 weeks after the PO is issued.
F.16.2	In view of the technological progress of the WDM equipment and EMS, the Tenderer shall undertake to guarantee the provision of spares for the maintenance of system or equipment for a period of ten (10) years from the contract start date.

6. Tender Briefing (Compulsory)

Date: 16 December 2022

Time: 3.00 p.m.

Venue: Virtual Meeting using Microsoft Teams Application

If you wish to participate in the Tender Briefing session, kindly provide maximum of two (2) emails that will be joining the briefing.

First Name	Last Name	Email	Contact Number	Job Title	Company	Address

7. All communication regarding to this Tender shall be sent to FSB authorized representatives as follows:

1. Reidzuan Ahmad e-mail: reidzuan@fiberail.com.my
2. Juliyana Md Ali e-mail: juliyana@fiberail.com.my

COMPANY INFORMATION

**SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF NEW DWDM
PLATFORM FOR FIBERAIL SDN BHD**

TENDER REF: T003/2022

Company Name:	
Company Registration Number:	
Company Address:	
Officer (PIC) Name / Designation:	
Tel. No (Office):	
Hand phone No:	
Fax No:	
Email address:	
Date:	
Time:	

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Signature of Contractor/Supplier
Name in Full:
I/C No:
Designation:

NON-SOLICITATION UNDERTAKING AND NON-DISCLOSURE AGREEMENT

Date: 12 December 2022

FIBERAIL SDN BHD

LEVEL 8, WISMA TM TAMAN DESA
JALAN DESA UTAMA, PUSAT BANDAR
58100 KUALA LUMPUR.

Dear Sirs,

**TENDER TITLE: SUPPLY, DELIVERY, INSTALLATION, TESTING &
COMMISSIONING OF NEW DWDM PLATFORM FOR FIBERAIL SDN BHD
TENDER REF: T003/2022**

1. With reference to the abovementioned tender, we (including our employees, agents, sub-contractors and representatives) hereby unconditionally and fully agree that we will not offer, promise or make any gift, payment, loan, reward, inducement, benefit, or other advantage to any of FSB's employee, members of the Board of Directors, representatives and agents, for purposes of illicit gratification, reward, benefit or advantage in connection to or arising out of the abovementioned Tender.
2. Further, we recognize that such practice is in violation of FSB's policies and the Anti-Corruption Act 1997 (Act 575) and hereby warrant and undertake not to utilize and/or solicit any information or assistance offered by any persons or companies or allow the existence or the continuation of such practice for purposes of any FSB's Tender and/or Contract.
3. We (including our employees, agents, sub-contractors and representatives) hereby unconditionally and fully agrees to treat this Tender, including all Tender Documents, and everything in connection to or arising out of this Tender as private and confidential and "Confidential Information" means any Personal Data (having the meaning ascribed under the Personal Data Protection Act 2010), information, technical data, or know-how including, but not limited to, that which relates to research, product plans, product, services, customers, markets, software, developments, inventions, process, designs, drawings, engineering, hardware and software configuration information, marketing or finance or any form of business plans, which Confidential Information (except Personal Data) is designated in writing to be confidential or proprietary or if given orally, is confirmed promptly in writing as having been disclose as confidential or proprietary.
4. We agree that we (including our employees, agents, sub-contractors and representatives) shall:
 - a) not to use any Confidential Information disclosed by FSB for our own use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between the two.
 - b) not disclose any Confidential Information to third parties or to its employees except employees who are required to have the information in order to carry out the discussion of the contemplated business.
 - c) have or has had employees to whom Confidential Information is disclosed or who have access to Confidential Information sign a Non-Disclosure Agreement in content substantially similar to this Tender and will promptly notify FSB in writing of the names of each employee.
 - d) take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons

authorized hereunder to have any such information, which measures shall include the highest degree of care that the we utilize to protect our own Confidential Information of a similar nature.

- e) notify FSB in writing of any misuse or misappropriation of Confidential Information which may come to our attention.
 - f) return any materials or documents (all copies of such documentation) which have been furnished by FSB to us (including our employees, agents, sub-contractors and representatives), after the Proposal/business possibility has been rejected or concluded.
5. We agree that the obligations provided herein are necessary and reasonable in order to protect FSB and its business, and we expressly agree that monetary damages would be inadequate to compensate FSB for any breach by us of its covenants and agreement set forth herein. Accordingly, we agree and acknowledge that any such violation or threatened violation will cause irreparable injury to FSB and that in addition to any other remedies that may be available, in law, in equity or otherwise, FSB shall be entitled to obtain injunctive relief against the threatened breach of this Tender or the continuation of any such breach by us, without the necessity of providing actual damages.
6. Furthermore, we hereby acknowledge and agree that any contravention of this undertaking, may result in the rejection or disqualification of the abovementioned Tender submission and/or termination of Contract by FSB, which FSB has the sole rights and prerogative to make such decision.

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Signature of Contractor/Supplier
Name in Full:
I/C No:
Designation:
Company's Name:

In the capacity of duly authorized
To sign for and on behalf of
Company's seal or stamp

(The signatory must be an authorized person with written authorization from the Company)