



TENDER NO. 03/11

**Tender Specifications for
WAN Optimisation Hardware**

Issued on 16th April, 2011

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Proposals for Tender

The following are excerpts and addendums from the tender advertisement for Fiji Revenue and Customs Authority as it originally appeared in the local media and should be used as the basis to submit your proposals:



TENDER NO. 03/11 – WAN Optimisation Hardware

The Fiji Revenue & Customs Authority (FRCA) invites reputable companies to tender for the supply of WAN Optimisation equipment.

Detailed tender specifications are available from the FRCA website at the following link:

<http://www.frca.org.fj/tenders/wanopt0311.pdf>

Further clarifications & questions should be directed through email to ittenders@frca.org.fj

Tenders to be submitted separately in a sealed envelope and clearly marked:

“TENDER NO. 03/11 – WAN Optimisation” and should be addressed to:

The Chairman
FRCA Tender Board
Fiji Revenue & Customs Authority
Private Mail Bag
Suva
Fiji

and hand delivered to Revenue & Customs Services Complex, Building 3, Level 3, Corner of Ratu Sukuna Road and Queen Elizabeth Drive, Nasese, Suva, Fiji prior to the tender closing time.

Tender Proposals must be received no later than 1200 Hours (12 noon) Fiji Time on Friday 29th April 2011. All tenders received before the deadline will be opened at 12.30pm. Bidders are welcome to be present during the opening of tender bids.

General Requirements:

WAN Optimization Hardware for 3 of FRCA's WAN connections:

Nasese – Lautoka (130 PCs at remote site and link is 512kbps duplex)

Nasese – Nadi (60 PCs at remote site and link is 512kbps duplex)

Nasese – Labasa (35 PCs at remote site and link is 256 kbps duplex)

Required Features:

- Ability to implement QoS
- Policy based web management capability
- Should have bypass functionality in that if the device fails, it should act as a normal network cable to ensure that WAN connectivity is maintained.
- Ability to optimize both TCP and UDP traffic
- Application specific optimization for CIFS/SMB, HTTP and HTTPS, DNS, MAPI/Encrypted MAPI for Exchange 2010 and Outlook 2003/2007/2010, MS SQL, Oracle, Printing.
- Should have the option of encrypting traffic between the devices
- Transparent deployment. Should be deployable without requiring any changes to FRCA's existing network
- FRCA will soon be migrating from leased lines to a MPLS based WAN network. The product should be tested for MPLS and should be able to provide the same level of optimization without any additional configuration on a meshed MPLS network that it provides on a point to point leased line.
- Mobile clients. Vendors can quote for software mobile clients which can be installed on laptops to provide optimization for mobile users. The additional hardware/license/software, etc. required for this should be provided as a separate quote.

Additional Information

- Vendors are required to produce detailed documentation on the above features including the levels of optimization possible for different protocols/applications preferably from tests conducted by a third party lab or IT testing organization
- Vendors are required to produce references and testimonials from sites which have deployed their optimization product including the contact details for the contact person at those organizations.
- Vendors are requested to clear any outstanding tax issues they may have as only vendors who are fully tax compliant will be considered.
- This tender is not an all and one inclusive tender. Where necessary, the tender may be awarded for lesser than specified quantities or quantities may be split between more than one vendor. Vendors are requested to specify if prices will vary should FRCA decide to reduce the tender quantities.

General Terms & Conditions

Following general terms and conditions will apply.

Submission of Tenders

- a. Tenders must be received no later than 12:00 noon Fiji Time on Friday 29th April 2011.
- b. All tenders received before the deadline will be opened at 12.30pm on the same day. Bidders are welcome to be present during the opening of tender bids.
- c. Bidding organisations must submit two signed and bind 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.

The proposal copies shall be enclosed in a sealed envelope or package and clearly marked as follows:

TENDER NO. 03/2011 – WAN Optimisation

**To: The Chairman
FRCA Tender Board
Fiji Revenue & Customs Authority
Private Mail Bag
Suva
Fiji**

- d. Tender Submissions must be hand delivered to Revenue & Customs Services Complex, Building 3, Level 3, Corner of Ratu Sukuna Road and Queen Elizabeth Drive, Nasese, Suva, Fiji prior to the tender closing time.
- e. The Tender response must be in English.
- 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.

Format of Tender Response

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

- a. Be signed by an authorized representative of the organization and must state that the signing official is authorized to legally bind the organization;
- b. 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

- c. Provide a contact name, address, facsimile number and email address which Fiji Revenue and Customs Authority will use in serving notices to the Tenderer.

Late Tenders

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

Amendment of RFT

FRCA may, at their sole and absolute discretion, vary, add to, or amend the terms of this RFT, including:

- a. The nature and/or scope of the services required under this RFT; and any other subject matter to which this RFT relates.

Termination of RFT

FRCA 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 FRCA, by an authorized officer of FRCA and by the Successful Tenderer/s, by giving written notice of such a decision to each of the registered Tenderers.

Tenderers to Inform Themselves

Each Tenderer should:

- a. Examine this RFT, and documents referred to in the RFT and any other information made available by FRCA to Tenderers;
- b. Obtain any further information about the facts, risks and other circumstances relevant to its Tender by making all lawful inquiries; and
- c. Satisfy itself that its Tender, and all information on which its Tender is based, is true, accurate and complete.

By submitting their Tenders, Tenderers will be deemed to have:

- a. examined the RFT and any other information made available in writing by FRCA to Tenderers for the purpose of tendering;
- b. 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
- c. 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.

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 FRCA with any further information are wholly the responsibility of the Tenderer.

FRCA 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.

Clarification and Variation of Tenders

FRCA 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 FRCA.

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

Selection of the Preferred Tender

Neither the lowest priced Tenders, nor any Tenders, will necessarily be selected by FRCA as the Preferred Tender/s. FRCA committee may decide not to accept any Tender or reject all Tenders at any time. FRCA 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 FRCA of such selection is:

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

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

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

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

Unlawful Inducements and Collusive Tendering

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

- a. Offer unlawful inducements in connection with the Tender process; or
- b. 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.

Contact with Tenderers

During the Tender process, neither FRCA 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.

Costs

All costs and payment schedules to FRCA should be clearly tabled in the response and separating one-time and recurring 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.

Non-delivery of service(s)

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

FRCA 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

Validity of the proposal

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.

Currency

All currency in the proposal shall be quoted in Fiji Dollars and prices shall be VAT Inclusive.

Corporate Information

Each Tenderer must provide the following information:

- a. Details of the corporate and ownership structure, including identification of any holding company or companies and parent companies.
- b. 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.
- c. A full description of current operations of the company including audited financial statement for the last 3 years, this can vary.
- d. A copy of the company’s Certificate of Incorporation.
- e. 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.

- f. Provision of details of any legal proceedings that are being done against the company

Qualifications and Capability

Each Tenderer must:

- a. Be fully Tax and Customs compliant. Tax Identification Number (TIN) must be quoted.
- b. Be of good repute – Company profile along with proven sales with this product should be reflected in the proposal.
- c. Be able to demonstrate that it has the experience, skills and resources to safely assume providing a quality transactional service to the FRCA.

Mergers, Acquisitions, Sales 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.