

INSTRUCTIONS TO BIDDER

1. PURPOSE OF INSTRUCTIONS

These instructions to Bidder are part of and are to be read in conjunction with all other sections of the Competitive Bidding document.

The purpose is to inform Bidder on the proper practices which must be adopted to satisfy MTSSB' requirements for submission of Bidder's proposal. Deviations from these instructions will result in Bidder's proposal being rejected.

ALL THESE INSTRUCTIONS ARE MANDATORY AND BIDDER'S PROPOSAL NOT COMPLYING THEREWITH WILL BE DISREGARDED.

2. COMPETITIVE BIDDING DOCUMENT

This Competitive Bidding documents comprise all documents as specified in the Table of Contents.

BIDDER IS REQUIRED TO SUBMIT THE PROPOSALS AS PER INSTRUCTION IN SECTION D AND CAN VIEW THE ENTIRE DOCUMENTS THROUGH OUR WEBSITE, <http://www.mimos.my/competitive-bidding>.

Bidder is advised to thoroughly check the completeness of the Competitive Bidding documents upon receipt. Bidder must inform MTSSB if any of the pages/sheets/drawings are missing.

The document in this Competitive Bidding, as a whole or in part, will be incorporated into any resulting award of contract.

3. PREPARATION OF PROPOSAL

- (1) All costs for the preparation and submission of Bidder's proposals shall be for the Bidder's account, irrespective of whether an award is placed or not.
- (2) Proposals shall be strictly in accordance with MTSSB' requirements unless Bidder has expressly specified any deviations or exclusions thereto.
- (3) Bidder shall submit a proposal in Ringgit Malaysia (RM) and shall include all applicable local taxes.
- (4) Bidder's fees/costs quoted shall be firm and fixed and not subject to any escalation or currency fluctuation whatsoever for the duration of the contract.
- (5) Bidder's proposal shall be made on the basis of the details contained in this Competitive Bidding document and shall contain all the relevant information as required in this Competitive Bidding document.
- (6) Proposal shall comply with all the provisions of this Competitive Bidding and must be duly signed by Bidder's authorized representative and submitted as required in relevant clauses herein. Any proposal not complying therewith may be disregarded.
- (7) Bidder is allowed to submit only one (1) proposal. Alternative Proposal is strictly prohibited. Failure to comply with this requirement will result in Bidder's proposal being rejected.
- (8) Bidder shall state the best realistic delivery/ completion period on the provision of the equipment/goods/services/works expressed in calendar weeks from receipt of MTSSB' letter of acceptance by fax, to deliver and complete the provision of the equipment/goods/services/works.
- (9) In addition, Bidder shall submit with this proposal, an overall **BARCHART SCHEDULE** indicating total number of calendar weeks required for completing the provision of the equipment/goods/services/works described in this Competitive Bidding document.

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4. SUBMISSION OF PROPOSALS

- (1) Bidder's proposals shall be submitted in two (2) separate envelopes as detailed below and sealed for formal tender opening.

a) **Technical & Unpriced Commercial Proposals**

Unpriced technical proposals covering all items and in accordance with all sections of this Competitive Bidding document.

One (1) original hardcopy clearly marked "**ORIGINAL**", one (1) duplicate hardcopy marked "**COPY**" together with one softcopy in CD format and clearly marked "**TECHNICAL & UNPRICED COMMERCIAL PROPOSALS**", shall be submitted in a separate sealed envelope by the stipulated time and date.

b) **Priced Commercial Proposals**

Fully priced commercial proposal covering all items and in accordance with all sections of the Competitive Bidding document.

One (1) original hardcopy clearly marked "**ORIGINAL**", one (1) duplicate hardcopy marked "**COPY**" together with one softcopy in CD format and clearly marked "**PRICED COMMERCIAL PROPOSALS**", shall be submitted in a separate sealed envelope by the stipulated time and date.

- (2) Bidder's proposals in two (2) separate sealed envelopes as described in (1)(a) and (1)(b) above, shall be submitted by showing Bidder's company name and MTSSB' Competitive Bidding No. on each of the envelope and marked :

"Strictly Confidential – Attn: Head of Procurement".

and shall be received by MTSSB before/on the Competitive Bidding submission deadline.

Bidder's proposals submission must be addressed to:

MIMOS Berhad
Ground Floor, West Block
Technology Park Malaysia
57000 Kuala Lumpur
Malaysia

Attn : Head of Procurement.

- (3) Bidder's proposals received after the Competitive Bidding submission deadline shall not be considered/ entertained and shall be rejected.
- (4) Prior to depositing the bid proposals into MIMOS document depository box available at the address specified in the preceding page, Bidder must complete the Submission Acknowledgement form included as Appendix 4 herein and submit the "Procurement's Copy" at the reception counter and request for an official acknowledgement on the "Bidder's Copy" to indicate the receipt of bid proposal by MTSSB. The receipt acknowledgement will only be made to Bidder who submitted their bid proposal before/on the Competitive Bidding submission deadline.

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- (5) Bidder is reminded that MTSSB shall not consider/ entertain bid proposals that were submitted after the Competitive Bidding submission deadline. Bidder's late bid proposals shall be rejected and shall not be considered for evaluation.
- (6) In the event of discrepancy between the original set and the photocopies, the original set shall govern.
- (7) Each page of Bidder's proposal must bear Bidder's company seal or otherwise be identifiable.
- (8) Bidder's proposal may be forwarded by mail or may be delivered by hand. If Bidder selects to mail the proposal, Bidder is advised to use a fast and reliable delivery service e.g. courier service. Bidder should advise MTSSB by fax the date and details of the delivery services. Responsibility for timely delivery of the proposal to the correct address rests fully with Bidder. MTSSB does not accept late proposals. Delivery to the wrong address shall not be an excuse for late delivery.
- (9) Bidder's proposal delivered by hand to MIMOS' office at Technology Park Malaysia, Kuala Lumpur are to be handed-in to the Procurement Department directions to which are available with the receptionist at the main office entrance.
- (10) Quotations by telex, facsimile or Internet e-mail will not be acceptable.
- (11) There will be no public bid opening on the Competitive Bidding exercise.

5. ACCEPTANCE OF BIDDER'S PROPOSAL

- (1) MTSSB does not undertake to accept the lowest or any proposals and reserves the right to reject any or all proposals without giving any reasons for doing so and may accept a quotation either in part or in whole at MTSSB' sole discretion. The Bidder shall honor the award of the contract by MTSSB, at its sole discretion, either in whole or in part based on its quotation.
- (2) The successful Bidder will be issued with an official Letter of Acceptance (LOA) or Purchase Order (P.O). Prior to such an issuance, MTSSB will send a Letter of Intent (LOI) to the Bidder and carry out Technical and Price Negotiation with the Bidder.

6. VALIDITY OF BIDDER'S PROPOSALS

Competitive Bidding/ Proposal

Bidder's proposal shall be valid for three (3) months from the Competitive Bidding submission deadline. Bidder may assume that the award of the contract will be made within three (3) months from the Competitive Bidding closing date. Should the award cannot be made within the three (3) months period, MTSSB will request for an extension on the bid price validity from the Bidder.

7. QUERIES

Any commercial, technical or relevant queries which may arise in connection with this Competitive Bidding shall be transmitted by fax to MIMOS only for the attention of Head Of Procurement (Telefax No.: 603-89960292). MIMOS will response to those queries immediately to all Bidders and the reply will be via fax or email, refers as Addendum to Competitive Bidding document

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8. CONFIDENTIALITY OF BIDDING DOCUMENT

- (1) Bidder shall agree to treat this Competitive Bidding document as confidential and shall not release to any third party, other than to sub-vendors or other parties directly assisting in the preparation of the proposal, any information, specifications and drawings relating to this Competitive Bidding exercise. Bidder is also required to enter into a similar undertaking with its sub-vendor, in regard to the above.
- (2) By submission of a proposal, the Bidder warrants that :
 - (a) The fees/prices in the proposal have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such fees/prices.
 - (b) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
 - (c) The Bidder has adhered to the highest standards of business ethics and, in particular, has established precautions to prevent any of its officers, employees, or agents from making, receiving or offering substantial gifts, entertainment, payment, loans, or other considerations which may influence individuals in respect of this Competitive Bidding document and subsequently, the award of the contract.
 - (d) Failure to comply with the requirements of this clause will result in the rejection of Bidder's proposal and exclusion of the Bidder from participation in future Competitive Bidding exercise.

9. AUDIT OF BIDDER'S FACILITIES

- (1) The Bidder is required to confirm in their proposal that the Bidder operates a quality assurance system and Bidder is to provide documentation on the quality assurance system with the proposals.
- (2) MTSSB may conduct a quality audit on Bidder's facility during the evaluation exercise or prior to award of the contract. MTSSB reserves the right to reject proposal from Bidder who fails to comply with the quality assurance requirements.

10. PRE-AWARD MEETINGS

MTSSB has the right to convene meetings in Malaysia for the followings :

- Clarification meeting.
- Technical and price negotiation meeting.
- Kick-off meeting.

All costs incurred by Bidder in attending the above meetings shall be at Bidder's account.

11. BIDDER's QUESTIONNAIRES

Bidder must complete the Bidder's Questionnaires form (refer to **Section C9 of the Commercial and Section T12 of the Technical Proposal**) and submit them in Bidder's proposal.

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12. SUSPENSION AND CANCELLATION

MTSSB reserves the right to suspend or cancel, before or after the Competitive Bidding submission deadline, this Competitive Bidding exercise in whole or part without specifying any reason for its decision. MTSSB will be under no obligation whatsoever to make compensation or any other payment to the Bidder or any of its prospective sub-vendors in connection with such suspension or cancellation.

13. AWARD OF CONTRACT

MTSSB does not undertake to accept the lowest or any proposals and reserves the right to reject any or all proposals without giving any reasons for doing so and may accept a quotation either in part or in whole at MTSSB's sole discretion. The Bidder shall honor the award of the Contract by MTSSB, at its sole discretion, either in whole or in part based on its quotation. The successful Bidder will be issued with an official **Letter of Acceptance (LOA) or Purchase Order (P.O)**. Prior to such an issuance, MTSSB will send a Letter of Intent (LOI) to the Bidder and technical and price negotiation will be carried out with the Bidder.

14. CONTRACT DOCUMENT

Bidder shall use the draft agreement provided by MTSSB as the contract document for this provision. Bidders are not allowed to alter or amend or revise any of its content, terms or clauses in the draft agreement except for purpose of completing the information regarding to bidder's offer. MTSSB reserves the rights to reject any bidder's proposal which are not complied to this instruction. Any stamp duties and cost related to the preparation of this agreement shall be borne fully by the bidder.

15. BRIBERY

- (1) Please be informed that any act or attempt to corruptly offer or give, solicit or receive any gratification to and from any person in connection with this procurement is a criminal offence under the Anti-Corruption Act 1997.
- (2) If any person offers or gives any gratification to any members of the public service, the latter shall at the earliest opportunity thereafter lodge a report at the nearest office of the Anti Corruption Agency or police station. Failure to do so is an offence under the Anti-Corruption Act 1997.
- (3) Without prejudice to any other actions, disciplinary action against a member of the public service and blacklisting of the contractor or supplier may be taken if the parties are involved with any act of corruption under the Anti-Corruption Act 1997.
- (4) Any contractor or supplier who makes a claim for payment in relation to this procurement although no work was carried out or no goods were supplied or no services rendered in accordance with the specifications and any member of the public service who certifies the claim commits an offence under the Anti-Corruption Act 1997.
- (5) Bidder must complete the Bidder's Integrity Declaration Form (refer to **Section C11 of the Commercial Proposal**) and submit them in Bidder's proposals

16. TRANSFER OF BIDDER'S EQUITY

Please be informed that Bidders are prohibited from making any transfer of their company's equity during the contract period unless written approval from MTSSB is obtained. Failure to comply with this requirement will result in the contract being revoked.