

TENDER SUMMARY

Tender Title:	TENDER FOR THE APPOINTMENT OF BROADBAND FIBERISATION (BBF) PARTNER FOR TELEKOM MALAYSIA BERHAD (“TM”)
Tender Ref:	CSS/2019/T/03/BBF
Closing Date:	18 NOVEMBER 2019

1. This tender shall describe the BBF Partner qualification criteria for, scope of work, tools & test gears, office & store, vehicle, Occupational Safety and Health (OSH) equipment, manpower & management team requirement, employee qualification and work technical specification related to Broadband Fiberisation (BBF) project for Telekom Malaysia.
2. Tenderer is required to **fully comply with the clauses marked as “Critical Clause (CRQ)”** in the Technical Specifications failing which, the Tenderer shall be disqualified from the tender exercise and their tender submission shall be rejected. The CRQ clauses are as below:

Clause No.	Clause Description	Clause Status
A.1.4	<p>A.1 GENERAL REQUIREMENT</p> <p>The tenderer shall have compulsory total teams as stated in Letter of Award (LOA) within two (2) months from LOA issuance date. All team members shall meet all qualification criteria as stated below:</p> <ol style="list-style-type: none">i. Appendix B1 (a) - Qualification for Project Implementation Personnel (Development)ii. Appendix B2 - Minimum Requirement for Tools & Test gears for Fiber Optic Team (Per Team) <p>TM at its discretion shall review the manning (teams) required periodically from time to time to reflect the latest operational requirement and will notify the contractors on the changes (CRQ)</p>	CRITICAL

3. The Tenderer shall deposit a sum of **RINGGIT MALAYSIA TEN THOUSAND (RM10,000.00) Only** as a Tender Deposit and to be submitted in the Tender Proposal during Tender Closing Date.
4. The Tenderer shall **fully comply** with the **BBF Partner Schedule of Rate (SOR)** as shown in the **Part VI of the Invitation to Tender Documents**. Failure to comply with the specified SOR shall result in tender disqualification.

5. Mandatory Tender Requirement

- (a) The Tenderer shall be a company with Sendirian Berhad or Berhad status incorporated in Malaysia. A valid copy of Company Registration Certificate issued by Suruhanjaya Syarikat Malaysia (SSM) or any Local Authorities shall be submitted during Tender Closing Date. In progress to apply or invalid certificate shall be disqualified.
- (b) The Tenderer shall be free from TM’s suspension or blacklisting as at Tender Closing Date.
- (c) The Tenderer shall be free from legal action by or against TM as at Tender Closing Date.
- (d) The Tenderer shall be free from bankrupt and/or winding up status throughout the tender process and during the validity of the Contract if the Tenderer is successful in the Tender.
- (e) The Tenderer shall free from any criminal investigation/charge/conviction/ found guilty by any third party (inclusive but not limited to the authorities and/or enforcement agencies and/or other companies)/ court of law for offences and/or misconduct relating to criminal or integrity issue.
- (f) The Tenderer shall have a minimum paid up capital of RM150,000.00 during tender submission. This requirement is to be maintained throughout the Contract Period.

6. Evaluation Process

- (a) The Tenderer shall provide complete team with certification as per requirement within two (2) months after the issuance of Letter of Award (LOA).
- (b) Works shall only commence subject to the completion of item (a) above.

COMPANY INFORMATION

**TENDER FOR THE APPOINTMENT OF BROADBAND FIBERISATION (BBF) PARTNER
FOR TELEKOM MALAYSIA BERHAD (“TM”)**

CSS/2019/T/03/BBF

Company Name and Address:	
Officer Name:	
Tel. No (Office):	
Hand phone No:	
Fax No:	
Date:	
Time:	

.....

Signature of Tenderer

Name in Full:

I/C No:

Designation:

NON-SOLICITATION UNDERTAKING LETTER

Date:

TELEKOM MALAYSIA BHD
LEVEL 51, NORTH WING,
MENARA TM,
JALAN PANTAI BAHARU,
50672 KUALA LUMPUR.

Dear Sirs,

TENDER TITLE: TENDER FOR THE APPOINTMENT OF BROADBAND FIBERISATION (BBF) PARTNER FOR TELEKOM MALAYSIA BERHAD (“TM”)

TENDER REF : CSS/2019/T/03/BBF

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 TM’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.

Further, we recognize that such practice is in violation of TM’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 TM’s Tender and/or Contract.

And Further, 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 TM, which TM 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)