

REQUEST FOR INFORMATION (RFI) NOTICE

Proposers are invited to participate in the following RFI;

TITLE & REFERENCE	COLLECTION OF THE RFI DOCUMENTS	RFI BRIEFING	CONDITIONS OF THE RFI	CLOSING DATE & TIME
<p>TITLE: REQUEST FOR INFORMATION (RFI) FOR HOME NETWORKING CPE</p> <p>REFERENCE: LPM/2019/RFI/02/HOME NETWORKING CPE</p>	<p>The RFI documents are to be requested via e-mail (upon the submission of the Non-Disclosure Agreement (NDA)) from the following personnel:</p> <p>Rushdan Awang Email: arushdan@tm.com.my</p> <p>Nurul Huda Binti Ismail Email: huda_ismail@tm.com.my</p> <p>(The completed NDA signed by the Proposer's Authorized Signatory shall be submitted to TM prior to the release of the RFI documents by TM).</p>	<p>Date: 18th November 2019 (Monday)</p> <p>Time: 10.00 a.m.</p> <p>Venue: Innovation Meeting Room Level 20 (North Wing), Menara TM, Jalan Pantai Baharu 50672 Kuala Lumpur</p>	<p>The Proposer shall be a Principal of Home Networking CPE</p> <p>Only one (1) response submission per Principal is allowed for the purpose of this RFI exercise.</p>	<p>6th December 2019 (Friday)</p> <p>9.00 a.m.</p> <p>to</p> <p>5.00 p.m.</p> <p>(The RFI documents shall be submitted via email)</p>

Only one (1) RFI response submission is allowed from a group of related companies within the meaning of the Companies Act 2016 and/or an enterprise within the definition in the Competition Act 2010. In the event that (i) the Proposer is part of a group of related companies, and the companies related to the Proposer are as defined in the Companies Act 2016 and/or (ii) the Proposer and the related companies falls under the definition of "Enterprise" in the Competition Act 2010, the Proposer shall not be allowed to participate and submit the Proposal for the same RFI. Any contravention may result in the rejection or disqualification of the Proposer's submission.

RFI SUBMISSION

Completed RFI Proposals are to be submitted by email to arushdan@tm.com.my and huda_ismail@tm.com.my between **9.00 a.m. to 5.00 p.m.** on the Closing Date mentioned above. All costs related to the RFI shall be borne by the Proposer.

NON-DISCLOSURE AGREEMENT

Date:

Telekom Malaysia Berhad (128740 - P)
Technology and Innovation
IT & Network Technology
Level 20(North), Menara TM
Jalan Pantai Baharu
50672 Kuala Lumpur

Dear Sirs,

Re: Non-Disclosure Agreement of Request For Information (RFI) for Home Networking CPE

1. The Proposer, (including his employees, agents, sub-manufacturers and representatives) hereby unconditionally and fully agrees to treat this RFI Documents and everything in connection to or arising out of this RFI 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.
2. The Proposer further agrees not to make any disclosure to any third party in respect of this RFI without the prior written consent of TM.
3. The Proposer agrees that it shall:
 - a) not to use any Confidential Information disclosed by TM for its own use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between TM and the Proposer .
 - 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 RFI and will promptly notify TM in writing of the names of each employees.

- 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 Proposer utilize to protect its own Confidential Information of a similar nature.
 - e) notify TM in writing of any misuse or misappropriation of Confidential Information which may come to the Proposer attention.
 - f) return any materials or documents (all copies of such documentation) which have been furnished by TM to the Proposer, after the Proposal/business possibility has been rejected or concluded.
4. The Proposer agrees that the obligations of the Proposer provided herein are necessary and reasonable in order to protect TM and its business, and the Proposer expressly agrees that monetary damages would be inadequate to compensate TM for any breach by the Proposer of its covenants and agreement set forth herein. Accordingly, the Proposer agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to TM and that in addition to any other remedies that may be available, in law, in equity or otherwise, TM shall be entitled to obtain injunctive relief against the threatened breach of this RFI or the continuation of any such breach by the Proposer, without the necessity of providing actual damages.
5. The Proposer agrees that his obligations under this Non-Disclosure Agreement will continue irrespective of whether or not the Proposer's RFI Submission is accepted by TM.

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Signature of Proposer
Name in Full:
Designation:

in the capacity of duly
authorised to sign for
and on behalf of

Proposer's Seal or Stamp

Date: