

TENDER SUMMARY

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| Tender Title: | TENDER FOR “PERKHIDMATAN KAWALAN KESELAMATAN STATIK TANPA SENJATA API (UNARMED GUARD (UAG)), STATIK BERSENJATA API (ARMED GUARD (AG)), RONDAAN CEGAH JENAYAH (ANTI CRIME PATROL (ACP)), KAWAL IRING WANG (CASH IN TRANSIT (CIT)) DAN SIMPAN MALAM (NIGHT VAULTING (NV))” FOR TELEKOM MALAYSIA BERHAD (“TM”) |
| Tender Ref: | NNS/2021/T/02/A10/SECURITY |
| Closing Date: | 4 OCTOBER 2021 |

1. The objective of this Tender Exercise is to provide security services for “Kawalan Keselamatan Statik Tanpa Senjata Api (Unarmed Guard (UAG)), Statik Bersenjata Api (Armed Guard (AG)), Rondaan Cegah Jenayah (Anti Crime Patrol (ACP)), Kawal Iring Wang (Cash in Transit (CIT)), Simpan Malam (Night Vaulting (NV))” for Telekom Malaysia Berhad (“TM”).
2. The scope of services shall consists of providing TM security services as per tender title.
3. Elements of Bill of Quantities (BOQ):

Nationwide Services for :
 - i. Unarmed Guard (UAG) & Anti Crime Patrol (ACP)
 - ii. Cash in Transit (CIT), Night Vaulting (NV) & Armed Guard (AG)
4. Tenderer who fails to fulfill below Pre Requisite criteria will be automatically eliminated or disqualified from further evaluation.

| No. | Criteria | Description |
|-----|---------------|---|
| 1 | Pre Requisite | Tender Deposit a sum of RINGGIT MALAYSIA Ten Thousand Only (RM10,000.00) 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 TELEKOM MALAYSIA BERHAD. |
| 2 | Pre Requisite | Tenderer must be a registered Bumiputera company with Ministry of Finance (M.O.F) |

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

| No. | Description |
|-----------------------------------|---|
| For all Services: | |
| 1 | Valid license by Kementerian Dalam Negeri (KDN). |
| 2 | No records of criminal cases by Malaysian Law or blacklisted by KDN. |
| 3 | Only eligible to quote rates for states where they have branches. |
| 4 | The security company shall conduct vetting process on guards with KDN/PDRM throughout the contract period |
| For CIT, NV & AG only: | |
| 5 | Valid license and permit for firearms from PDRM with training certification. |
| 6 | Vehicles meet KDN, APAD & JPJ specifications and adequate. |
| 7 | Vault approved by Polis Diraja Malaysia (PDRM). |

6. Tenderer will be further disqualified failing to fulfill the requirement as below:

| No. | Description |
|-----|---|
| 1 | Tenderer must quote Rates for UAG and ACP services for ALL States/Locations under the selected group AND/OR; Tenderer must quote Rates for CIT, NV and AG services for ALL States/Locations under the selected group |
| 2 | The rates stipulated in the Price Schedule ("TM Rates") shall be capped at the maximum amount. Failing which, tenderer will be disqualified |

COMPANY INFORMATION

TENDER FOR “PERKHIDMATAN KAWALAN KESELAMATAN STATIK TANPA SENJATA API (UNARMED GUARD (UAG)), STATIK BERSENJATA API (ARMED GUARD (AG)), RONDAAN CEGAH JENAYAH (ANTI CRIME PATROL (ACP)), KAWAL IRING WANG (CASH IN TRANSIT (CIT)) DAN SIMPAN MALAM (NIGHT VAULTING (NV))” FOR TELEKOM MALAYSIA BERHAD (“TM”)

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

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

NON-SOLICITATION UNDERTAKING AND NON-DISCLOSURE AGREEMENT

Date:

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

Dear Sirs,

TENDER TITLE: TENDER FOR “PERKHIDMATAN KAWALAN KESELAMATAN STATIK TANPA SENJATA API (UNARMED GUARD (UAG)), STATIK BERSENJATA API (ARMED GUARD (AG)), RONDAAN CEGAH JENAYAH (ANTI CRIME PATROL (ACP)), KAWAL IRING WANG (CASH IN TRANSIT (CIT)) DAN SIMPAN MALAM (NIGHT VAULTING (NV))” FOR TELEKOM MALAYSIA BERHAD (“TM”)

TENDER REF: NNS/2021/T/02/A1O/SECURITY

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 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.
2. 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.
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 TM 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 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 we utilize to protect our own Confidential Information of a similar nature.
 - e) notify TM 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 TM 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 TM and its business, and we expressly agree that monetary damages would be inadequate to compensate TM 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 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 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 TM, which TM has the sole rights and prerogative to make such decision.

.....
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)