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TENDER TITLE:	PRICE AGREEMENT FOR SUPPLY OF GOODS AND SERVICES IN SUPPORT OF YAYASAN PETRONAS CONTRIBUTION INITIATIVES
TENDER NUMBER:	YP-PROC-26-03
RFQ DOCUMENT (A):	INSTRUCTION TO BIDDERS

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CONTRIBUTION INITIATIVES
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1.0 INTRODUCTION

- 1.1 This is a Request for Quotation (RFQ) for the following tender titled 'Price Agreement for Supply of Goods and Services in Support of Yayasan PETRONAS Contribution Initiatives'. For the purpose of this RFQ, the proposed contract shall be referred as the WORKS.
- 1.2 The proposed WORKS will be utilised through an order by **Yayasan PETRONAS** hereinafter be referred to as "COMPANY".
- 1.3 The successful Bidder to be appointed by the COMPANY shall have the resources, experience, expertise and knowledge required to undertake and provide the WORKS in the following manner based on the terms, conditions and requirements as set forth in the following documents that form this tender:
- a) **INSTRUCTION TO BIDDERS (ITB) (this document)**
 - b) **TERMS & CONDITIONS**
 - 1. Terms and Conditions of Agreement
 - c) **BID PROPOSAL QUESTIONNAIRES**
 - 1. Questionnaire 1: General Tender Compliance & General Company Information
 - 2. Questionnaire 2: Compliance To Scope of Work
 - 3. Questionnaire 3: Geographical Coverage
 - 4. Questionnaire 4: Company Information
 - d) **PRICE SHEET**
 - 1. Price Sheet
 - e) **APPENDIX (Provided separately from the ITB)**
 - 1. Appendix 1 – Item list & specification.
 - 2. Appendix 4 – KYC Self-Declaration Questionnaire

All the documents listed above shall hereinafter be referred to as the "RFQ Documents". Successful Bidder will be required to undertake the above Scope of Services for COMPANY based on requirements specified in the RFQ Documents. Please study the RFQ Documents carefully.

- 1.4 The responsibilities, obligations, and liabilities of the successful Bidder will be towards the COMPANY.
- 1.5 All communication between Bidder and COMPANY for the purpose of this tender shall be via email and directed to procurement.yp@petronas.com.my hereinafter referred to as "TENDER EMAIL" unless otherwise advised by COMPANY through TENDER EMAIL.

2.0 INTENT

- 2.1 COMPANY hereby invites Bidders to submit their bid based on the Scope of Work as set out in **Paragraph 3** below.
- 2.2 However, the WORKS shall not be limited to the requirement listed in **Paragraph 3.0**. COMPANY reserves the right to implement all or part of the Scope of Work.
- 2.3 COMPANY shall have the right to award all or part of the Scope of Services to Bidders.

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3.0 SCOPE OF WORK

3.1 Bidder is required to conduct the following:

- a) Supply goods listed under Appendix 1* according to the preferred specification, on an as-and-when-required basis, upon activation by YP throughout the PA validity period. Any changes to the items (as compared to what is agreed in the PA) shall be notified to YP prior to order confirmation.
- b) Perform associated services, where applicable, such as packing, handling, and delivery to designated locations or states, as specified in individual activation requests.
- c) Deliver the goods required upon notification of the delivery arrangement by YP upon issuance of the Purchase Order ("PO"). The expected delivery period is as follows:
 - Standard delivery: Within two (2) weeks from the date of issuance of PO.
 - Urgent delivery: Within three (3) days from the date of issuance of PO or within expedited timeline that is mutually acceptable by both parties.
- d) Replace the wrong specification goods at the vendor's cost. Please be informed that any damage to the goods due to improper packaging/ handling shall be rejected.

* **Note:** Appendix 1 - Item list and specification

The items under this sourcing exercise are structured into two (2) categories, as outlined below;

- **Primary List** - The Primary List comprises core items that form the main scope of the PA. Bidders are expected to submit quotations for all items under the Primary List to the fullest extent possible. These items are prioritised for evaluation and intended to form the principal basis for award consideration.
- **Optional List** - The Optional List consists of additional items that may be required on an ad hoc or supplementary basis. While quotation for items under the Optional List is not mandatory, bidders are encouraged to submit quotations for these items for consideration to be included in the PA. Inclusion of Optional List items may provide added flexibility and value and will be considered as part of the overall assessment.

4.0 INCLUSION OF RFQ RESPONSE TO CONTRACT

- 4.1 Bidders are advised that the response to this RFQ and any other statements as to the services/product capability will be treated as a commitment and included as part of the CONTRACT.
- 4.2 COMPANY, however, reserves the right to negotiate further on the terms stipulated in the RFQ before any CONTRACT is signed between the successful Bidder(s) and the COMPANY.

5.0 ACKNOWLEDGEMENT

- 5.1 Bidders shall acknowledge receipt of this RFQ by responding to the RFQ invitation email sent by TENDER EMAIL to confirm their participation.
- 5.2 Bidders are to ensure all the content and attachments to the RFQ Documents are reviewed and read.

6.0 BIDDER TO INFORM ITSELF FULLY

- 6.1 Information contained in these RFQ Documents shall be the sole basis for Bidder's proposals. Except with COMPANY's written revision to the RFQ Documents, nothing whatsoever shall be deemed to change or supplement this basis.
- 6.2 Bidder shall be deemed to have read and fully understood the RFQ Documents and the requirements of the CONTRACT before submitting their bid proposals as to the form and nature of the WORKS, materials and other services necessary for the execution of the CONTRACT and in

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general shall themselves obtain all necessary information as to the risks, contingencies and other circumstances which may affect their bids.

- 6.3 It is especially emphasised that it shall be the responsibility of Bidder to understand the tender requirements fully and to familiarise themselves with the prevailing working conditions and that no claims relating thereto for additional payment or adjustment of the quoted price on grounds of ignorance of their contractual obligations will be entertained.
- 6.4 All expenses incurred in connection with, incidental to or arising from the preparation and submission of the bid proposals shall not be borne by COMPANY.

7.0 CLARIFICATION / INTERPRETATION OF RFQ DOCUMENTS

7.1 Request for Interpretation

- 7.1.1 Bidders may request an interpretation on any portion of the RFQ Documents. Such request shall be submitted via email to the TENDER EMAIL. In the area where Bidders finds discrepancies, errors or omissions in any portion of the RFQ Documents, it shall request for interpretation. Any request for interpretation shall be made via email communication to the TENDER EMAIL at least two (2) days before the end date & time of the Bid Closing Date as specified in your tender invitation email.
- 7.1.2 However, it must be understood that COMPANY will not be held responsible for any delays arising out of the above item 6.1.1 thereby resulting in the Bidders' inability to meet the agreed deadline for submission of his/her proposal.
- 7.1.3 COMPANY shall not be bound by any oral clarification/interpretation which may be made by its representative.

7.2 Equality of Information to Bidders

- 7.2.1 All general information which COMPANY provides to any Bidder at its request will be passed on immediately to other Bidders.

7.3 Issuance of Addenda or Corrigenda

- 7.3.1 COMPANY reserves the right to issue addenda or corrigenda to the RFQ, as and when deemed necessary, to clarify, revise, amend or modify any part of the RFQ. Every addendum or corrigendum issued shall be distributed to all Bidders and shall become part of the RFQ Documents via **email from TENDER EMAIL**. Bidders shall acknowledge receipt of any addenda or corrigenda via email to the TENDER EMAIL.
- 7.3.2 Such addenda or corrigenda shall be taken into account by Bidders in the preparation of its proposal. Addenda or corrigenda are complementary to and form part of the RFQ. Where any conflict exists between the addenda or corrigenda, the latter addenda or corrigenda will govern. Bidders shall include into its proposal the cost of all work included in the addenda or corrigenda issued.

7.4 Amendments

- 7.4.1 COMPANY reserves the right to amend or delete any item or document forming part of this RFQ, at any time in order to give effect to a change in policy, requirements or to correct any error, omissions, ambiguity or inconsistency that may arise after the issue of this RFQ. In the event of any amendment or changes to this RFQ, all Bidders will be notified accordingly via **TENDER EMAIL**.

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8.0 COMPLIANCE TO PROPOSAL REQUIREMENTS

- 8.1 Responses to this RFQ must be made in accordance with the **Scope of Work and Terms & Conditions of Agreement** in the **ITB and TERMS AND CONDITIONS** document.
- 8.2 Bidders are advised to use positive terms in responding to this RFQ. Any changes, exceptions, conditions and other like terms from/to the requirement set forth in the RFQ are considered to be deviations from the RFQ. In the event of such deviations, Bidders shall list these deviations and the necessity for such deviations. Such deviations are to be listed as per the format in **the BID PROPOSAL QUESTIONNAIRE section, specifically the questionnaire titled 'General Tender Compliance & General Company Information'**.
- 8.3 Where the proposal contains no specific mention of deviations or alternatives to the RFQ, the Bidders shall be deemed to have accepted the RFQ. The proposed deviations cannot be deemed to have been accepted by COMPANY unless COMPANY has notified in writing to the Bidders of its acceptance of such deviations.

9.0 BIDDER'S REPRESENTATIVES

- 9.1 The proposal must include the name of the person who is authorised to represent the Bidder and should the Bidder wish to replace the person, the Bidder must notify COMPANY. The Bidder's representatives update shall be communicated to COMPANY via TENDER EMAIL.

10.0 CONFIDENTIALITY

- 10.1 Whether or not Bidder submits a proposal, Bidder shall keep the information contained in the RFQ strictly confidential.
- 10.2 The RFQ and everything contained therein is private and confidential and Bidders shall not publish or release, directly or indirectly any portion of the RFQ without the prior written consent from COMPANY.
- 10.3 If Bidders commit a breach of the confidentiality, COMPANY reserve all its rights under the law and in additional will not consider the Bidders proposals and may not consider them for future tender exercise.

11.0 SUBMISSION OF PROPOSAL

- 11.1 Bidders shall submit proposal to the TENDER EMAIL within a single email (or more if there are file size limitations), comprising of two parts:
- Technical Proposal
 - Commercial Proposal
- 11.1.1 All instructions, terms and conditions and requirements of the RFP should be met, acceded to and complied with in order for the proposals to qualify for consideration of award.
- 11.1.2 The duly completed proposal as per 11.1 section shall be submitted to the TENDER EMAIL not later than the bid closing date and time. Submission after the bid closing date and time will not be accepted.
- 11.1.3 Each vendor is considered as one (1) Bidder and shall submit only one (1) bid proposal in response to this tender. Any Bidder submitting more than one (1) bid proposal will be immediately disqualified from further consideration.

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11.2 **Instruction on Completing Technical Proposal**

11.2.1 The Bidder's technical proposal shall be submitted through its responses to all questions in the 'BID PROPOSAL QUESTIONNAIRES' document. Bidder shall ensure all of its **Technical Proposal does not contain any commercial proposal or rates**. Any proposal with commercial information will be disqualified from further consideration.

11.2.2 The Technical Proposal shall include the following:

a. **BID PROPOSAL QUESTIONNAIRES**

Bidder shall read the following instructions carefully before completing the questionnaires:

1. Bidders shall provide all the information required accordingly and adhere to formats established whenever required.
2. Bidders are strictly prohibited to submit partial or incomplete information and leave any COMPANY's requirement unanswered.
3. Bidders must, where required, submit/enclose accordingly all the supporting documents requested to substantiate the information provided.
4. Bidders are encouraged to seek clarification prior to bid closing to clarify areas of concern in this form as COMPANY will not issue any further clarification should any of the question(s) are left unanswered. Refer 7.0 for clarification method.
5. Bid submission and subsequent correspondence must be in English.
6. Bidders' submission shall be clearly typed. Hand-written submission will be rejected from further consideration.
7. Bidders shall not submit any prices / rates in its submission for any of the questionnaires.
8. Bidder's failure to comply with the above instruction will be deemed as non-compliant to the tendering exercise and company at its own prerogative will reject the bid submission from further consideration.

b. **TERMS & CONDITIONS**

Bidders shall view all the Terms & Conditions of Agreement in the TERMS & CONDITIONS section. If Bidder has any exceptions, Bidders shall submit them in **Questionnaire 1: General Tender Compliance & General Company Information of the RFP Document (C) : BID PROPOSAL QUESTIONNAIRE** and the following instructions must be observed:

- i. Complete new proposed wording must be provided for each exception (i.e. complete sentences with no reference to deletion or insertion of words).
- ii. **No prices or cost quotations are to be shown for the deviations submitted in Questionnaire 1: General Tender Compliance & General Company Information.** In the event of cost-impact (increase or decrease) arising from proposed exceptions, COMPANY will advise at a later time via TENDER EMAIL on how and when to submit updated pricing. Inclusion of any prices or cost quotations will result in Bidder's proposal being disqualified.

11.3 **Instruction on Completion of Commercial Proposal**

The Commercial Proposal shall include the following:

PRICE SHEET

Bidder to submit the Commercial Proposal by completing all price sheets in the PRICE SHEET document in accordance with the provided format.

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12.0 PRICE

- 12.1 The price quoted must have taken into consideration all proposed discounts and delivery charges to SITE (where applicable). All prices supplied should be itemised and quoted in Malaysian Ringgit (MYR).
- 12.2 Indicative prices for implementation support and for modification, if necessary, should be included as one or more itemised lines. Any discount should also be itemised and quoted. Where these prices are contingent upon certain assumptions, such assumptions should be clearly documented.
- 12.3 **The CONTRACT PRICE shall be inclusive of all chargeable items including:-**
I. any applicable taxes payable to the Bidder under the CONTRACT (e.g.: Sales and Service Tax)
- 12.4 Any taxes for the performance of the Contract are the responsibility of the Bidder at Bidder's own cost and shall not be reimbursed by the COMPANY.

13.0 VALIDITY OF PROPOSAL

- 13.1 All proposals made shall be accepted as binding and remain in effect as firm offer to COMPANY for **Ninety (90) days** from the end date and time of the bid closing date.

14.0 RIGHT TO CLARIFY

- 14.1 COMPANY reserves the right to seek clarifications on proposals submitted. Where such clarification may reasonably result in a variation of the price, Bidders shall submit under separate email to TENDER EMAIL, within such period as specified by COMPANY, the variation to the price arising from the clarification.
- 14.2 Bidders shall state that the price variation submitted after delivery of the Commercial Proposal shall form part of the Bidders' Commercial Proposal, and that such variations shall remain valid until the expiry of the validity period as specified in Item 13.1 above.

15.0 TECHNO-COMMERCIAL CLARIFICATION MEETING

- 15.1 Bidders shall be informed that COMPANY may conduct commercial clarification with more than one Bidder, if required.

16.0 EXECUTION OF CONTRACT

- 16.1 Successful Bidder will be required to execute a separate and legally binding contract with the COMPANY. The contract is attached as "RFQ Document (B) – Terms and Conditions" of this document.

17.0 NON-COMPLIANCE TO INSTRUCTIONS

- 17.1 COMPANY shall have the right to reject any proposal which does not comply with any or all of the above instructions.

18.0 ACCEPTANCE AND REJECTION OF PROPOSAL

- 18.1 COMPANY is not obligated to give any reasons for non-acceptance or rejection of any proposal.
- 18.2 COMPANY reserves the right to award in whole or in part any of the WORKS to different Bidders and is under no obligation to give reasons for doing so.

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18.3 COMPANY shall not be deemed to have accepted all or any part of the proposal unless and until a Letter of Award (LOA) is duly signed.

19.0 CONFLICT OF INTEREST

19.1 Bidder shall, at all times prior to, during and after the submission of its tender, exercise reasonable care and due diligence to prevent the occurrence of any act or omission which would result in a situation of conflict of interest contrary to the best interest of the COMPANY. For the purposes of this paragraph and in relation to this tender, the obligations of the Bidder shall apply in total to the activities of its employees, agents, subcontractors and representatives and their relations with the employees, agents, families and/or representatives of COMPANY.

19.2 Bidder shall not, at any time prior to, during or after the submission of his tender, make nor shall it offer any payment, gift, promise, benefit, payment of unlawful gratuities, or other advantage (whether pecuniary or otherwise) of any nature whatsoever, whether directly or through intermediaries, to or for the benefit of any person, including any employee, representative or agent of COMPANY or any public official (i.e. any individual performing an official function of a Government department, public agency, public enterprise, public international organization or political party) where such payment, gift, promise, or advantage shall influence or may potentially influence the outcome or any part of this tender exercise in favor of the Bidder thereby violating the laws of Malaysia such as the Prevention of Corruption ACT, 1961 or the principles described in the United Nations Convention Against Corruption, which entered into force on December 5, 2005.

19.3 Bidder shall, with respect to any matter arising out of this tender: (i) maintain adequate internal controls; (ii) accurately record all transactions in its books and records; and (iii) comply with all applicable laws.

19.4 In the event that any one or all of the Bidder shall be in breach of the terms and conditions of this paragraph or any part hereof for any reason whatsoever, COMPANY shall be entitled to terminate the entire tender exercise in respect of that Bidder only or in respect of all the Bidder without any payment of compensation.

20.0 PERSONAL DATA PROTECTIONS

20.1 To the extent that the Bidder provides any Personal Data to COMPANY for the purpose of participation in this Tender, the Bidder:

- a) acknowledges and consents to COMPANY's use and processing of the Personal Data;
- b) represents and warrants that the Bidder has obtained all necessary consents to disclose the Personal Data to COMPANY and for COMPANY's use and processing of the said Personal Data.

20.2 The parties expressly and explicitly agree to process such Personal Data in accordance with the requirements of the Applicable Law (including the PDPA).

21.0 TENDER BRIEFING

Please note that COMPANY **may** conduct a tender briefing or site visit (where applicable) for this tender. COMPANY will inform if a tender briefing or site visit will be conducted through the TENDER EMAIL and Bidders are highly encouraged to attend the tender briefing session. The schedule will be notified via TENDER EMAIL. Any further instruction on the tender briefing (if applicable) will be communicated via TENDER EMAIL.

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22.0 PITCHING

- 22.1 COMPANY **may** conduct a pitching exercise to obtain a better and in-depth understanding of the submitted Technical Proposal.
- 22.2 The number of Bidders selected to the pitching session are subject to the results with respect to the evaluation process and solely at COMPANY's discretion.
- 22.3 COMPANY will communicate with the shortlisted Bidders to present their proposal at the pitching session via TENDER EMAIL.