

# TENDER FOR THE PROVISIONING OF CONSULTANCY SERVICES ON THE NATIONAL DIGITAL IDENTITY (ID) FRAMEWORK FOR MALAYSIA

## Questions & Answers (Batch 2)

### Tender Submission

| No | Questions  | Answers  |
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| 1  | <p>9.4. The price quoted shall include any duties or taxes imposed by the Government of Malaysia and all anticipated disbursements</p> <p><b>What if the Tax /duty is revised upward or downward, if new tax is introduced or existing tax is abolished?</b></p>   | <p>The price quoted shall include any taxes imposed or announced otherwise before or during the closing date</p> <p>Should there be any changes to the rate of taxes imposed by the Government, MCMC shall inform the tenderers accordingly.</p>   |
| 2  | <p>14.7. In the event the Tenderer finds that there is a conflict of interest after submitting the Declaration of Interest, the Tenderer shall inform MCMC as soon as practicable and shall submit a new Declaration of Interest, if required to do so by MCMC.</p> <p><b>Will it be possible to set a timeline instead of as soon as possible?</b></p>  | <p>The tenderer shall be required to inform the MCMC <b>immediately</b>, within a reasonable timeline once there is a conflict of interest.</p>  |
| 3  | <p><b>20.1.</b> MCMC reserves the right to disqualify any Tenderer that makes any change to the composition of its corporate structure after making the tender submission.</p> <p><b>Is this rule applicable for changes made to our company outside Malaysia? Ex – If we enter into a JV for an international project or setup a new subsidiary outside Malaysia.</b></p> <p><b>- Inside our Malaysian Entity if any serious exigencies emerge such as death, etc. which is beyond the Human/Owners’/ Management control, which necessitates the Corporate Restructuring?</b></p> | <ul style="list-style-type: none"> <li>- Entering into a JV or setting up a new subsidiary does not change an entity’s corporate structure. Therefore, no disqualification for either one of the stated undertakings.</li> <li>- MCMC would exercise its discretion in deciding whether to disqualify or not. Please note the use of the words ‘MCMC reserves the right to disqualify’.</li> </ul> |

| No | Questions   | Answers  |
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|    | <p><b>- Shall it apply to the lead partner only? If the JV partners happens to bring international best practices and is constituted outside Malaysia, can such restriction apply to it?</b></p>  | <p>- This question has been answered above.</p>  |
| 4  | <p>25.3.2. MCMC conducts negotiation(s) with any third party in parallel with any negotiation that it conducts with the Tenderer;</p> <p><b>Is the third party another tenderer, which has come below the lead tenderer in the evaluation? Can the third party be someone, who has not participated in the tender at all?</b></p>   | <p>This third party may or may not be another tenderer.</p>  |
| 5  | <p><b>26.1.9.</b> Divide the provision of the Consultancy into two (2) or more parts and award contracts for those parts to different Tenderers.</p> <p><b>Can the 2 or more Awarded tenderers enter into collaboration/agreement/JV for achieving the objective of the project holistically?</b></p>   | <p>Submissions of deliverables shall be as per required under their respective agreements with MCMC.</p> |
| 6  | <p><b>26.1.10.</b> Require changes to the provision of the Consultancy or any technical specifications in respect of the provision of the Consultancy.</p> <p><b>Clarification on this. If Required changes happen after awarding tender, then Finance/Time lines, resource deployment may change.</b></p>  | <p>Affirmative.</p>  |
| 7  | <p><b>27.1.</b> The Successful Tenderer shall be required to submit a performance bond in the form of a bank draft or bank guarantee issued by a local licensed financial institution under the Financial Services Act 2013 [Act 758] prior to the execution of the Agreement. This performance bond shall be equivalent in value to ten per cent (10%) of the Contract Sum.</p> <p><b>Can the Performance Bond be proportionately reduced after successful completion of certain deliverables/Milestones? That will enable the firms to quote competitively.</b></p> | <p>No.</p>   |

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| 8  | <p><b>32.1.</b> In the event of a delay on the part of the Successful Tenderer to complete the Consultancy within the stipulated time frame, the Successful Tenderer shall pay MCMC liquidated damages at a sum to be calculated at the rate of one percent (1%) of the Contract Sum per each day of delay for up to a maximum of twenty percent (20%) of the Contract Sum.</p> <ul style="list-style-type: none"> <li>- <b>Delay as in parts of process or complete? (Ref 40.2)</b></li> <li>- <b>Shall the Damages payment of up to max 20% be adjusted from 10% performance bond?</b></li> </ul> | <ul style="list-style-type: none"> <li>- The delay applies to part process (based on Milestones) and also complete delivery.</li> <li>- No.</li> </ul>                         |
| 9  | <p>37.1. MCMC may, by twenty-one (21) working days' written notice to the Successful Tenderer, terminate the Agreement if the Successful Tenderer is in breach of any fundamental terms or conditions or other provision of the Agreement and has failed to remedy the breach having been given fourteen (14) working days' written notice to do so.</p> <p><b>Does it mean that termination notice of 21 working days shall be initiated after 14 working days notice to remedy the breach? Does it not contradict Sec 37.8?</b></p>   | <p>Yes and it does not contradict to Paragraph 37.8. Additionally, Paragraph 37.8 sets out the provisions on the <i>Termination for Convenience</i> unlike paragraph 37.1.</p> |