

DEVELOPMENT OF A FUTURE SKILLS FRAMEWORK FOR THE MALAYSIAN FINANCIAL SECTOR

CONDITIONS OF THE PROPOSAL

AICB, on behalf of the Affiliate Institutions (AIs), will act as the contracting party for the purpose of this RFP.

1. General conditions

1.1 Indemnity

Except for claims arising out of acts caused by the sole negligence of AICB, its agents, servants or employees, the Tenderer agrees to indemnify and hold harmless AICB, its agents, servants and employees, from acts or omissions of any nature during the term of this Contract, and from any expense incident to the defence of AICB therefrom.

1.2 Tenderer's Responsibility

Unless otherwise stated, the selected Tenderer will be responsible for all aspects of providing the solutions proposed, including training, implementation, support and maintenance (if applicable).

The Tenderer is expected to give a formal presentation of their Proposal if requested. The presentation shall be conducted by the proposed Project Leader and the implementation team for the project.

1.3 Tenderer Relationship with Subcontractor (if applicable)

If any aspects of supplying the proposed solutions are not accomplished directly by the Tenderer's personnel, they must be subcontracted by the Tenderer. The Tenderer must establish or maintain a relationship with a subcontractor and provide complete information of the subcontractor to AICB. The subcontractor will be deemed to be an agent of the Tenderer. The Tenderer will be solely responsible for the subcontractor's actions and will ensure the deliverables required in this Tender.

All subcontractor and Tenderer's personnel disputes and jurisdictional conflicts related to this project will be settled by the Tenderer, so as not to adversely affect the deliverables and expectations to AICB.

1.4 Tenderer Selection

AICB reserves the right to accept or reject any or all responses. Additionally, AICB reserves the right to cancel the RFP at any time prior to the contract award.

1.5 Contract Inclusions

AICB considers a Proposal an offer to develop a contract based on all the commitments in the Proposal. The RFP will take precedence over the Proposal unless otherwise stipulated.

This RFP and the response to this RFP may, at AICB's option, become part of an executed contract. The Proposal submitted by the successful Tenderer will be included in the overall project implementation agreement.

1.6 Latest Version of Software Proposed (if applicable)

The Tenderer's proposed solution must be a release or version or model that is currently commercially marketed for business use. The Tenderer is required to inform AICB of any planned releases of new versions or models of any proposed solution being brought to market within six months of Proposal submission.

Manufacturer's warranties received by the Tenderer which are applicable to any material equipment, parts, property, and services furnished by the Tenderer under this Contract shall survive acceptance and payment, and shall automatically pass on to AICB, its successors and assigns, and shall not be deemed to be exclusive.

1.7 Software Warranties (if applicable)

The Tenderer shall warrant that it has the right to license and/or sell to AICB any software that is deemed necessary.

The Tenderer shall warrant that the software does not violate or infringe upon any patent, copyright, trade secret or other property rights of any person, and the Tenderer will hold AICB harmless and indemnify AICB.

1.8 Project Assumptions and Constraints

The Tenderer shall provide a list of all Assumptions made, Exclusions and Constraints in the undertaking of this project.

1.9 Project Risk Management

The Tenderer shall propose the Identification, Assessment, and Prioritisation of risks, issues and the mitigating measures.

1.10 Others

1.10.1 The Tenderer shall respond to the RFP on the basis that they have accepted the conditions stated in this RFP. The Tenderer shall be deemed to have examined and understood the contents of this RFP. The Tenderer shall also be deemed to have accepted and is bound by the terms and conditions specified in this RFP. Any limitation of responsibility that the Tenderer wishes to negotiate should be clearly stated.

1.10.2 Any non-compliance by the Tenderer with any requirements stipulated in this RFP shall entitle AICB, at its sole discretion, to disqualify the Tenderer.

2. Liquidated Damages (LD)

If the Tenderer fails to handover the project deliverables by the dates specified in the implementation plan and the delay is beyond reasonable doubt caused by the Tenderer, then the Tenderer shall pay liquidated ascertained damages to AICB of Ringgit Malaysia One Thousand (RM1,000.00) per day only, beginning on the applicable date and ending on the date when the project deliverables are officially handed over to the AIs.

3. Statement of Confidentiality

AICB requires that recipients of this RFP maintain the contents of this RFP in the same confidence as their own confidential information and refrain from any public disclosure whatsoever. The Tenderer is required to sign the Undertaking of Confidentiality document as per Appendix E. AICB will maintain all responses in confidence, exercising reasonable care to limit access to those who have a need to know.

4. Anti-Corruption

- 4.1 The Parties are aware of the provisions of the Malaysian Anti-Corruption Commission Act 2009 and any other applicable anti-corruption law in which they operate their respective business ('Applicable Anti-Corruption Laws'), and have not, directly or indirectly, violated any Applicable Anti-Corruption Law. The Parties shall observe and comply with the provisions of the Applicable Anti-Corruption Law and all rules, regulations and guidelines made pursuant thereto.
- 4.2 Without limitation of the generality of the foregoing, neither Party, any of their respective officers, employees or agents:
- 4.2.1 has made or will make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorisation of any such payment, loan or gift), of any money or anything of value to or for the use of any government official under circumstances in which anyone of them knows or has reason to know that all or any portion of such money or thing of value has been or will be offered, given or promised, directly or indirectly, to any government official, for the purpose of inducing the government official to do any act or make any decision in his/her official capacity (including a decision to fail to perform his/her/its official function) or use his/her/its influence with a government or instrumentality thereof in order to affect any act or decision of such government or instrumentality or to assist the Party in obtaining or retaining any business;
 - 4.2.2 has made or will make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorisation of any such payment, loan or gift), of any money or anything of value to or for the use of any employee, agent, or representative of another company, or to any other person, under circumstances in which any of them knows or has reason to know that all or any portion of such money or thing of value has been or will be offered, given or promised, directly or indirectly, for the purpose of inducing or rewarding the improper performance of any public function or business activity;
 - 4.2.3 has received or will agree to receive, directly or indirectly, any payment, loan or gift (or any offer or promise of any such payment, loan, or gift), of any money or anything of value as an inducement or reward for the improper performance of any public function or business activity; or
 - 4.2.4 has done or will do anything which would be considered an offence of giving or receiving or abetting the giving and/or receiving of gratification under any Applicable Anti-Corruption Law.

5. Personal Data Protection

- 5.1 Pursuant to this Agreement, personal data (as defined in the Personal Data Protection Act 2010 or any other applicable privacy and personal data protection law) may be disclosed by the Tenderer, and its directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen, to AICB or may otherwise be obtained directly or indirectly by the Tenderer. In such case, the Tenderer represents, warrants and undertakes that:
- 5.1.1 the personal data has been lawfully obtained from the relevant parties, including the data subject and the Tenderer shall, when required by AICB, obtain and furnish to AICB, the express written consent for the processing of personal data of the relevant parties such as the data subject.

- 5.1.2 The Tenderer has complied with all requirements under applicable laws to enable AICB and their employees, servants, staff, agents and/or contractors to use, process, disclose and transfer the personal data including providing notification to and obtaining consent from the relevant parties such as the data subject.
 - 5.1.3 The Tenderer shall notify AICB immediately of any communication, requests or directives from the relevant parties including the data subjects in relation to any personal data, including without limitation any withdrawal of consents, or requests to access and correct personal data; and
 - 5.1.4 the Tenderer shall notify AICB immediately of any infringement, suspected infringement, or alleged infringement of the rights of any person in relation to the personal data. Further, the Tenderer shall promptly notify AICB in the event of any claims being asserted or any actions threatened against the Tenderer or AICB by any third party arising out of the access, use and processing of any personal data.
- 5.2 Any personal data received by AICB from the Tenderer shall be processed and used by AICB in accordance with the AICB General Personal Data Protection Notice (PDP Notice) which is provided at <https://www.aicb.org.my/pdpa>. By signing these Agreements, the Tenderer acknowledges and agrees that it has read the PDP Notice and consents to the use of personal data by AICB as detailed in the PDP Notice. Where the Tenderer has provided personal data relating to its directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen, the Tenderer further confirms that it has obtained the consent of such directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen in respect of the processing of the personal data by AICB in accordance with the PDP Notice.