

**PLEASE READ THE CHECKLIST BELOW PRIOR TO SUBMITTING YOUR
QUOTATION PROPOSAL**

CHECKLIST

Please ensure that you had filled up all the relevant form, information and particulars required in the Quotation Document. **Failure of filling all the necessary information and particulars may result in your Quotation being DISQUALIFIED OR REJECTED.**

Kindly refer to the checklist below and tick (√) wherever applicable.

1. () **TO COMPLETE** the Form of Quotation, Bill of Quantities and/or Schedules of Rates, Summary of Quotation, Bidder's Declaration Form and other necessary supporting documents (whichever applicable).

2. () **TO ENSURE** that the Quotation Proposal be submitted in a sealed envelope clearly marked the Quotation number and Quotation title.

3. () **TO SUBMIT** together with the Quotation the following documents:

 Certification of Bumiputera status, past experiences, certification of registration with the relevant authorities and other necessary supporting documents (wherever applicable).

4. () Being the participating Bidder, I hereby acknowledge that I had understood all the information, contents, terms and conditions of the Quotation document submitted hereto and agree to be abided by the same unless specified otherwise hereto.

Signed by
Name of authorized personnel
Company's Stamp/Cop
Date

TO: **GENERAL MANAGER**
GROUP INFORMATION TECHNOLOGY
BINTULU PORT HOLDINGS BERHAD
P. O. BOX 996
97008 BINTULU
SARAWAK

FORM OF QUOTATION

QUOTATION NO. & TITLE : GIT/NI/61/17 – TO PERFORM PENETRATION TEST ON NETWORK INFRASTRUCTURE AND WEB APPLICATION WITHIN BINTULU PORT

1. Having examined the Quotation Documents for the above mentioned, we, the undersigned offer to furnish the above in conformity with the said documents for the sum of **RINGGIT MALAYSIA:**

.....
(RM).

2. We acknowledge receipt of the following Addenda to the Quotation Documents and have taken into consideration these Addenda in our Quotation Sum.

.....
.....
.....

3. We undertake, if our Quotation is accepted, to commence and complete the same in accordance with the General Terms and Conditions of Quotation and Specifications hereto and within the time stipulated therein.

4. We agree to abide by this Quotation for the period of **SIXTY (60) DAYS** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Unless and until a formal Agreement is prepared and executed, this Quotation, together with your written acceptance thereof, shall constitute a binding contract between us.

6. We understand that you are not bound to accept the lowest of any Quotation you may receive.

7. We also understand that you shall have the right to disqualify our Quotation proposal in the event of failure upon us to complete this Form of Quotation on the submission date.

8. The name of our banker is

9. We hereby designate:

Telephone No:, Fax No:,
as our office address to which notices should be delivered or mailed.

Dated this day of

Signature :

Name :

In the capacity :

duly authorised to sign Quotation for and on behalf of (insert name of company)

.....
(IN BLOCK LETTERS)

Signature of Witness :

Name of Witness :

Occupation :

Address :
.....
.....
.....

GENERAL TERMS AND CONDITIONS
OF QUOTATION

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BINTULU PORT HOLDINGS BERHAD.

(Incorporated in Malaysia)

GENERAL TERMS AND CONDITIONS OF QUOTATION

1. DEFINITIONS

In the Quotation (as hereinafter defined) the following words and expressions shall have the same meanings herein assigned to them except where the context otherwise requires:

- a. **“Approved”** and **“Directed”** shall mean the approval and direction in writing of the Superintending Officer.
- b. **“BPHB”** shall mean Bintulu Port Holdings Berhad.
- c. **“Supply”** shall mean the supply and delivery of item(s) or material(s) or part(s) in accordance with the scope of this Quotation.
- d. **“Site”** or **“Premises”** shall mean the lands and other places on, under, in or through which the supply as designated by the Superintending Officer and any other lands and places provided by BPHB for the supply or any other purposes as may be specifically designated in this Quotation as forming part of the site or premises.
- e. **“The Quotation”** shall mean the documents forming the Quotation proposal and acceptance thereof together with the documents referred to therein including the conditions and the specification thereto. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- f. **“The Contractor”** shall mean a person or persons, companies, partnerships, or firm whose Quotation has been accepted and whom has or have signed the Quotation and shall include his or their heirs, executors, administrators, assigns, successors, and duly appointed representatives.
- g. **“The Superintending Officer”** (or the initial S.O) shall mean the Chief Executive Officer of BPHB, and his successors in office and also such persons as may be deputed by him to act on his behalf for the purpose of this Quotation.

2. SCOPE OF QUOTATION

- a. The scope of this Quotation is specified in the **Appendix to the General Terms and Conditions of Quotation** hereto and the Contractor shall supply in accordance with the terms and conditions of this Quotation and in every respect in accordance with the directions and to the reasonable satisfaction of the Superintending Officer who may in his absolute discretion and from time to time issue further details, and/or written instruction, written directions and written explanations (all of which are hereinafter to be collectively referred to as “**Superintending Officer’s Instructions**”) in regards to:
 - i. the variation for modification of the quality or quantity of the supply or the addition or omission or substitution of any of the item(s) or material(s) or part(s) to be supplied and delivered;
 - ii. any discrepancy in the Specification;
 - iii. the amending and make good of any defects in the supply.
- b. The Contractor shall forthwith comply with the supply as comprised in such Superintending Officer’s Instruction provided that verbal instructions, directions and explanations given to the Contractor by the Superintending Officer shall, if involving a variation, be confirmed in writing to the Contractor by the Superintending Officer within **seven (7) days** and if not dissented from in writing within a further period of **seven (7) days** by the Contractor shall be deemed to be the Superintending Officer’s Instructions. If compliance with the Superintending Officer’s Instructions as aforesaid involves any variation, such variation shall be dealt with under **Clause 10** hereof as an authorised variation and the value thereof added to or deducted from the Contractor.
- c. If compliance with the Superintending Officer’s Instructions as aforesaid involves expense or loss beyond that reasonably contemplated by this Quotation, the amount of such expense or loss shall be ascertained by the Superintending Officer and added to the Quotation sum.

3. DURATION OF QUOTATION

The duration for this Quotation shall be for a period as specified in the **Appendix to the General Terms and Conditions of Quotation** hereto effective from the date of notice to commence the supply. The Superintending Officer shall issue the notice to commence the supply immediately after the acceptance of the Quotation by the successful Contractor.

4. EXTENSION OF TIME

BPHB shall be at liberty to consider an extension of time for a further period to be agreed by the Contractor and BPHB in the event if any of the followings were to occur of which is beyond the control of the Contractor and/or BPHB:

- a. the amount or nature of extra or additional scope of item(s) or material(s) or part(s) to be supplied and delivered;
- b. any delay, impediment or prevention by the Company; or
- c. other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible

PROVIDED THAT such extension of time shall not by itself entitle the Contractor to any extra payment for expenses by way of increased of overhead or other preliminaries thereto.

5. COST OF BIDDING

Bidders will not be reimbursed for any expenses incurred in connection with visits to and examination of the site, collection and in the preparation or submission of this Quotation.

6. PRICES TO BE INCLUSIVE

The price for this Quotation shall include all costs without limitation of labor, materials, plant, supervision, transport, haulage, overtime, profit, customs and excise duties, port dues, landing charges and all tax expenses, liabilities and obligations which come under the Specifications and the General Terms and Conditions of Quotation hereto.

7. PAYMENTS

- a. The payment of this Quotation shall be made in accordance with the **Appendix to the General Terms and Conditions of Quotation** hereto and shall be paid within **thirty (30) days** upon receipt and acceptance of invoices and signed certificates by the Superintending Officer and subject to the certification by the Superintending Officer that the supply for which payment is claimed has been satisfactorily executed.
- b. Except as otherwise agreed between BPHB and the Contractor, the mode of payment in respect of all fees and expenses incurred shall be made by way of company's cheque. Payment by way of other means such as Telegraphic Transfer (TT) etc. can be arranged but all expenses relating to the bank charges such as cable line, commission etc. shall be borne by the Contractor.
- c. The currency of this contract and all payments due for supply rendered shall be in **RINGGIT MALAYSIA**.

8. DAMAGES FOR NON-COMPLETION/LIQUIDATED AND ASCERTAINED DAMAGES

- a. If the Contractor fails to meet the completion date specified in the Quotation hereof, or any agreed extension of such time then in such event BPHB may claim agreed **liquidated and ascertained damages (LAD)** for every day or part of a day which shall elapse between the relevant time for completion and the actual date of completion of the whole of the supply at the rate as specified in the **Appendix to the General Terms and Conditions of Quotation** hereto. Such payment shall be made in full and final upon satisfaction of BPHB on the Contractor's liability for such delay.
- b. Notwithstanding **paragraph 8 (a)** above, BPHB shall have the rights without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor or the Contract Proceeds upon event of any delay of the Contract period by the Contractor subject to the applicable limit as stated in the **Appendix to the General Terms and Conditions of Quotation** hereto. The payment or deduction of such damages or Contract Proceeds shall not relieve the Contractor from his obligation to complete the said supply or from any other of his obligations and liabilities under this Quotation unless stated otherwise herein.
- c. In the event the Contractor fails to complete the supply within the stipulated period or any extended period sanctioned by this Quotation, the Superintending Officer shall as the case may be, have the right to cancel without compensation for the supply not completed under this Quotation and engage other Contractors from

other sources. Should the cost of obtaining the supply from other sources be greater than that allowed for by the Contractor in his prices, the difference in cost shall be deducted from any money due or to become due to the Contractor under this Quotation and if the agreed amount is more than the balance due to the Contractor, then the difference shall become a debt due from the Contractor to BPHB.

9. DEDUCTION OF MONEY

The Superintending Officer shall be entitled to deduct any money the Contractor shall be liable to pay under this Quotation to BPHB from any sum which may become payable to the Contractor hereunder and the Superintending Officer in issuing any certificates shall have regards to such sum so chargeable against the Contractor; PROVIDED ALWAYS that this provision shall not affect any other remedy action at law or otherwise to which BPHB may be entitled for the recovery of such money.

10. PAYMENT FOR VARIATIONS

No variation shall vitiate or invalidate this Quotation. The cost of all variations and extras, authorized as herein provided or subsequently sanctioned by the Superintending Officer in writing, shall be valued at the rates and prices set out in this Quotation if, in the opinion of the Superintending Officer, the same shall be applicable. If the Quotation does not contain any rate or price applicable to the extra or additional supply, then suitable rates or prices shall be agreed upon between the Superintending Officer and the Contractor.

11. FLUCTUATIONS IN COST

This Quotation is a fixed price Quotation. No adjustment will be made in respect of the rise and fall in the cost of labor, materials, currency exchange rates or any other matters contained in this Quotation.

12. SUBMISSION OF CERTIFICATE OF BUMIPUTERA STATUS, CERTIFICATION OF REGISTRATION WITH THE RELEVANT AUTHORITIES

The Contractor shall submit to Bintulu Port Holdings Berhad the required Certificate of Bumiputera status, certification of registration with relevant authorities and other necessary supporting documents (wherever applicable).

13. NOTICES

The Contractor shall notify the Superintending Officer of the address where notices and Superintending Officer's Instructions under this Contract may be served upon. If in the event the Contractor fails to notify the Superintending Officer of such an address, notices shall be deemed to have been served upon the Contractor if sent by **registered post** to the address stated in this Quotation.

14. PROVIDE ALL NECESSARY ITEMS

The Contractor shall provide everything necessary for the proper execution of the supply according to the true intent and meaning of the Quotation Specifications whether the same may or may not be particularly shown or described provided that the same is reasonably to be inferred there from and if the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Superintending Officer who shall decide which shall be followed.

15. TECHNICAL ADVICE

The Contractor shall give his normal technical advice with regards to the supply under this Quotation. Such advice may be given in correspondence or personal discussion with the Superintending Officer at no charge.

16. CONTRACTOR'S REPRESENTATIVE / NOMINEE

The Contractor shall nominate a competent representative or nominee who shall be constantly on site at all times to supervise the supply. Such person must be capable of receiving verbal instructions in Bahasa Malaysia or English. Any instructions given to the Contractor's representative or nominee by the Superintending Officer or the Superintending Officer's nominees shall be deemed to have been given to the Contractor. For this purpose the Superintending Officer shall inform the Contractor as to whom his appointed nominee(s) is/are, who is/are duly authorised to give such instructions.

17. PATENT RIGHTS, REGISTERED DESIGNS, TRADE MARKS

The Contractor shall save harmless and indemnify BPHB from and against all claims and proceedings for or on account of infringement of any patents rights, design, trade-mark or name or other protected rights in respect of any part, machine, work or material for or in connection with the supply or any of them or sale of any item(s) or material(s) or part(s) supplied by the Contractor to BPHB and against all costs for such infringement or for which BPHB may become liable in any action, PROVIDED ALWAYS that this indemnity shall not apply to any infringement which is due to the

Contractor's having followed a design or instruction furnished or given by BPHB, AND PROVIDED ALSO that this indemnity does not apply when BPHB gives the Contractor the earliest possible notice in writing of any claim being made, or action threatened, and permitting the Contractor at his own expenses to conduct any litigation that may ensue and all negotiations for a settlement of a claim.

18. QUALITY AND PERFORMANCE

The Contractor shall carry out the supply to a standard acceptable and to the entire satisfaction of the Superintending Officer. Where in any Specification forming part of this Quotation, the supply are stipulated to conform to a designated standard specification or to give certain performance figures in operation, the Contractor shall furnish, at the time of supplying and delivering such item(s) or material(s) or part(s), certificates showing that the necessary tests have been carried out and that the specified figures have been obtained.

19. INSPECTION

- a. The Superintending Officer may at his discretion appoint a representative or representatives to inspect and approve the quality and quantity of the item(s) or material(s) or part(s) being supplied and delivered and such representative or representatives shall certify the proper and satisfactory execution of the supply as a pre-requisite to payment.
- b. The Contractor shall give free access at all reasonable times to the Superintending Officer and other appointed representatives and render them all assistance in inspecting, testing and approving the quality and quantity of the item(s) or material(s) or part(s) supplied and delivered.
- c. The Contractor shall at his own cost rectify any shortage in the quantity of item(s) or material(s) or part(s) supplied and delivered or make good or ensure to make good to the reasonable satisfaction of the representatives or the Superintending Officer any defect discovered on the item(s) or material(s) or part(s) supplied and delivered in the course of the representative's supervision.

20. MODIFICATION, ALTERATION OR ADDITION

- a. The Superintending Officer shall have the rights at any time to request in writing to the Contractor any modification, alteration or addition which it may wish to incorporate in the supply and the Contractor shall agree to the Superintending Officer's requirements in so far as they may be reasonably practicable, PROVIDED THAT the modification or as accumulation of such modifications shall not in

the Contractor's judgement adversely affect his commitments in relation to parties other than BPHB.

- b. Where modifications, alterations or additions of such kinds result in any change in price, or result in a change to the duration of the Quotation period or change to the payment schedule or the drawings or specifications hereto, these changes shall be agreed between the parties hereto by verification through the execution of a supplementary agreement.

21. WARRANTY

- a. The Contractor shall warrant that all item(s) or material(s) or part(s) supplied and delivered are in good operational order for a period as specified in the **Appendix to the General Terms and Conditions of Quotation** effective from the date of supply, delivery and acceptance or handing over to BPHB;
- b. If any defect be discovered in any of the item(s) or material(s) or part(s) supplied and delivered during the warranty period, written notice in respect of such defect shall be given to the contractor at any time or not later than **twenty one (21) days** after the expiry of warranty and the contractor shall carry out promptly at his own expenses all necessary actions to remedy such defects be it by repair, replacement or any other acceptable means;
- c. If the Contractor shall fail to supply and deliver the item(s) or material(s) or part(s) as remedial within **fifteen (15) days** of BPHB's written notice or within longer period specified and approved, BPHB shall be entitled to find other alternatives for such supply and shall be entitled to recover from the Contractor the costs incurred in respect thereof.

22. ASSIGNMENT OF PROCEEDS / PAYMENT

Any form of assignment of proceeds/payment to any financial institution shall not be allowed unless with written consent from BPHB.

23. INSURANCE

The Contractor shall at its own expense take up the necessary insurance policy(ies) as specified in the **Appendix to the General Terms and Conditions of Quotation** to cover the responsibility under this Quotation at an amount of not less than this Quotation Sum for the duration of this Quotation Period. Such insurance so taken out shall be effected with an approved Malaysian Insurance Company and on terms approved by BPHB whose approval shall not be unreasonably withheld. The said insurance policies so taken out shall be deposited with BPHB and the Contractor shall

maintain it or them in full force and effect by payment of all premiums from time to time on the first day on which the same ought to be paid and until the completion of the Quotation and upon demand, the Contractor shall produce to BPHB the last receipt for payment of such premiums. Upon request by BPHB, the contractor shall produce all policies and receipts for premium paid in respect of all insurance for the inspection of BPHB.

The draft insurance policy of the same shall be submitted to the Superintending Officer (S.O) prior to commencing the supply for perusal by BPHB's insurance broker.

24. INJURY TO PERSONS

The Contractor shall indemnify BPHB in respect of any liability, loss, claim or proceeding in respect of personal injuries to or death of any person whatsoever arising under this Quotation due to any negligence, omission or default of the Contractor, his agents or his servants or of any authorised persons or to any circumstances within his control.

25. DAMAGES TO PROPERTY

The Contractor shall be liable for and shall indemnify BPHB in respect of any liability, loss, claim or proceedings and for any injury or damage whatsoever arising out of or in the cause of or by reason of the execution of this Quotation to any property real or personal due to any negligence, omission, or default of the Contractor, his agents or his servants or of any authorised persons or to any circumstances within his control.

26. WORKMEN'S COMPENSATION

The Contractor shall be responsible for taking out an insurance policy or policies indemnifying BPHB and its employees against any liabilities arising out of any claims brought by the Contractor's employees, for payment of compensation under workmen's compensation legislation and from all costs and expenses incidental thereto. In this respect, BPHB shall not be held liable for any damages and compensation under Workmen's Compensation Ordinance or at Common Law by or in consequence of any accident or injury to any workmen whether in the employment of the Contractor or any other persons thereto.

27. FORCE MAJEURE

Upon the occurrence of any event beyond the control of BPHB and the Contractor including (but not limited to) act of God, riots, wars, strikes, terrorism, lockouts, civil commotion, earthquakes, flood or tempest, fire, storm, dispute of workmen, insurrection, acts and omissions or regulation of any Government or Agency thereof, judicial action or any other causes

whatsoever beyond the control of the parties which materially has affected the fulfillment of this contract and BPHB or the Contractor is prevented from performing any of its obligations hereunder, neither party shall be under liability for any loss suffered or incurred by the other party as a result of such event of force majeure and thereafter the parties hereto shall then be discharged from their obligations without any cost to either parties except stated otherwise in this Agreement.

28. COMPLIANCE WITH STATUTORY AND NON-STATUTORY OBLIGATIONS

- a. The Contractor shall at its own cost comply with all the requirements of any relevant written law, rules, regulations, by laws, etc including BPHB's regulations pertaining to safety procedures such as safety of workmen, working practices and work places including as in force and amended from time to time.

Prior to the execution of this Quotation, the Contractor shall submit the names of the employees involved in the performance of this contract for security screening by BPHB and hence with shall ensure that the said employees shall undergo the safety induction training to be conducted at BPHB's premises or any other safety trainings as required by BPHB from time to time at the sole expense of the Contractor.

- b. If the Contractor shall comply with and give notice required by any written law, regulations and by laws of any local Authority and/or any public service relating to the provisions of the supply or with whose system the same is to/will be connected and he shall pay and indemnify BPHB against any fees or charges demandable under the said by laws in respect of the said supply and under such circumstances, he shall prior to making any variation from the Specifications necessitated by such compliance, shall give to the Superintending Officer written notice specifying and giving the reasons for such variation and applying for instructions in reference thereto. Any variation thereto shall be dealt with under **Clause 10** hereto.

29. DETERMINATION BY SUPERINTENDING OFFICER

- a. **Default** - If the Contractor shall make default in any of the following respects, namely:
- i. without reasonable cause wholly suspends the supply and delivery of the said item(s) or material(s) or part(s);
 - ii. fails to proceed with reasonable diligence;

- iii. refuse or to a substantial degree persistently neglect after notice in writing from the Superintending Officer to continue with the supply or to remedy unsatisfactory supply;

then, if such default shall continue for **seven (7) days** after a notice sent by registered post to the Contractor from the Superintending Officer specifying the same, the Superintending Officer may (without prejudice to any other rights herein contained) thereupon by notice sent by registered post determine this Quotation; PROVIDED THAT notice hereunder shall not be given unreasonably or vexatiously and such notice shall be void if BPHB is at the time of the notice in breach of this Quotation.

b. **Bankruptcy or Assignment** - If the Contractor:

- i. commits an act of bankruptcy; or
- ii. becomes insolvent or compounds with or makes any assignment for the benefit of his creditors; or
- iii. assigns or sub-contracts the Quotation or any portion thereof without written permission of the Superintending Officer;

then, in any such event, the Superintending Officer may without prejudice to any other rights herein contained, by a notice sent by registered post, determine this Quotation.

- c. Termination of this Quotation shall be without prejudice to any accrued rights of either party or other remedies available to the Parties including but not limited to the rights of legal action by the parties hereto.

30. RELEASE FROM PERFORMANCE

If any circumstances outside the control of both parties arises after the issuance of the Letter of Acceptance which renders it impossible or unlawful for either or both parties to fulfil his or their obligations or under the law governing this Quotation the parties are released from further performance, then the parties shall be discharged from this Quotation but without prejudice to the rights of either party in respect of any antecedent breach of the Quotation and the sum payable in respect of the supply shall be the same as that which would have been payable if the Quotation had not been terminated.

31. MULTIPLE AWARD OF QUOTATION

BPHB shall have the rights to award the Quotation to more than one (1) Contractor as it may deem fit.

32. ACT OR ATTEMPT OF BRIBERY / CORRUPTION

- a. Any act or attempt to corruptly offer or give, solicit or receive any gratification to and from any person in connection with this procurement is a criminal offence under the Anti-Corruption Act 1997;
- b. If any person offers or gives any gratification to any members/staff of BPHB, the latter shall at the earliest opportunity thereafter lodge a report at the nearest office of the Anti-Corruption Commission;
- c. Without prejudice to any other actions, disciplinary action against a member/staff of BPHB and blacklisting of the Contractor may be taken if the parties are involved with any act of corruption under the Anti-Corruption Act 1997;
- d. Any Contractor who makes a claim for payment in relation to this procurement although no work was carried out or no goods were supplied or no services rendered in accordance with the specifications and any member/staff of BPHB who certifies the claim commits an offence under the Anti-Corruption Act 1997; and
- e. Any commission, advantage, gift, gratuity, reward or bribe given, promised or offered by or on behalf of the Contractor or his agent or servant or any other person on his or their behalf to any officer, servant, representative or agent of BPHB or to any person on behalf of any of them in relation to the obtaining or to the execution of this or of any other contracts with BPHB shall, in addition to any criminal liability which may thereby incurred, subject the Contractor to the cancellation of this and of all other contracts which he may have entered into with BPHB and also to the payment of any loss or damage resulting from such cancellation. BPHB shall be entitled, upon a certificate in writing of the monies otherwise due to the Contractor under this or any other contract or to recover the said amounts as a debt due from the Contractor to BPHB.

33. ARBITRATION

All questions or differences whatsoever which may at any time hereafter arises between the parties hereto or their respective representatives touching this Quotation or the subject matter or construction hereof or the breach, termination or invalidity thereof or the rights and duties of the parties hereunder which cannot be mutually resolved shall be settled in accordance with the Rules for Arbitration of the Regional Centre for

Arbitration Kuala Lumpur. The decision of arbitration shall be final and binding on both parties and may be entered in any court of competent jurisdiction.

34. APPENDICES

The Appendices attached hereto are to be considered, taken, construed, read and form as an integral part of this Quotation.

35. LAWS OF MALAYSIA

This Quotation shall be governed by the Laws of Malaysia and the parties hereto submit to the jurisdiction of the Court of Malaysia.

36. STAMP DUTY

The proper stamp duty, if any, on this contract shall be solely borne by the Contractor.

37. LANGUAGE

The language of this Quotation shall be English.

38. GOODS AND SERVICES TAX (GST) ACT

- i. **Subject to the effective date for the GST ACT comes into operation**, any tax on the supply of goods or services will be imposed / assessed under the said Act. Any sum set out in this Agreement shall be deemed to be exclusive of any GST or tax of similar nature. The sum (the whole or in part) is payable or chargeable on the supply/ies of goods or services for the consideration of GST purposes and the parties hereby agree that the amount payable for any supply or services under or in respect of this Agreement by the Consultant shall be adjusted in accordance to the amount of GST.
- ii. Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party/ies to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.

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APPENDIX TO THE GENERAL TERMS AND CONDITIONS OF QUOTATION

<u>Clause:</u>	<u>Description:</u>	<u>Remarks:</u>
2 (a)	Scope of Quotation	Refer to Technical Specification clause 2.0 under General Specifications
3	Duration of Quotation	Sixty (60) days inclusive of SUNDAYS and PUBLIC HOLIDAYS
7 (a)	Payment	Payment will be done in lump sum upon all the work activities is accepted and commissioned by BPHB
8 (a)	Amount of LAD	0.0219% per day of the total amount quoted for every day in which the completion of work has been delayed
8 (b)	Applicable Limit of LAD	NIL
21	Warranty	Not applicable
23	Insurance	Relevant insurance

TECHNICAL SPECIFICATION
OF QUOTATION

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SECTION 1 : GENERAL SPECIFICATIONS

1.0 OBJECTIVES

The specification generally describes the requirements to perform penetration test for Bintulu Port Network and Application.

2.0 GENERAL SCOPE OF WORKS

2.1. The scope of work shall cover all necessary personnel, equipment, tools, consumables, materials, transport, services and all other necessities for the performance and completion of the works in accordance with the specifications.

2.2. The works shall include but not limited to the followings:

- i. To find Network Infrastructure security weaknesses and vulnerabilities in Bintulu Port.
- ii. To examine and find any security holes for all switches devices in the GIT Data Centre.
- iii. To find Web Application security weaknesses and vulnerabilities in Bintulu Port.
- iv. To find any types or kinds of security vulnerabilities on software which can be easily exploited on a client computer.
- v. To perform and run a test which involves attempt to get confidential or proprietary information by purposely tricking an employee to reveal such information.
- vi. To present the findings of the performed penetration test and recommend suitable solutions based on the penetration tests results.

3.0 VALIDITY OF QUOTATION

The quotation shall be held open for acceptance or rejection for a period of **sixty (60) days** from the closing date of the quotation. The successful supplier will be notified within this period.

4.0 COMPANY PAST EXPERIENCES

The supplier should show past experience for the past two years of related services.



5.0 DURATION OF QUOTATION / TIME FRAME OF ACTIVITIES

The period for the completion of the above activities shall not exceed **sixty (60) days** from the date of notice to commence works inclusive of SUNDAYS and PUBLIC HOLIDAYS. All expenses incurred directly or indirectly shall be borne by the supplier.

6.0 PROJECT TIMELINE

The supplier shall supply the implementation plan or project timeline for this project in order to ensure all required scope of works are covered and shall be completed in the given time frame.

7.0 AVAILABILITY ON-SITE

All works related to penetration tests shall be performed on site to prevent any misconfigurations affecting Bintulu Port Network and Web Application. This allow supplier to work closely with the assigned IT staff to take any remedial action shall the misconfigurations occurred.

8.0 ACCEPTANCE

Acceptance of the work will be done if the specifications and performance standards of the penetration test met to the satisfaction of Bintulu Port Holdings Berhad.

9.0 TRAINING

The supplier shall provide hands-on training to IT staff whenever penetration tests are being performed. The supplier shall also supply relevant manuals and documentation (in English) if applicable, during the penetration test.



SECTION 2 : TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION

The supplier shall propose appropriate software for performing penetration test but not limited to the following requirements.

2.0 SOFTWARE REQUIREMENT

The software requirement for the solution shall have the following specification but not limited to:-

2.1 Infrastructure & Web Application Penetration Test

2.1.1 Network Vulnerability Scanning

- Proposed software must be able to find security weaknesses and vulnerabilities in the network infrastructure which involves:
 - i) Port
 - ii) IPS evasion
 - iii) SQL Server (Database)
 - iv) Switching and routing issues

2.1.2 Web Application

- Proposed software must be able to find any security vulnerabilities or weaknesses in Web Application such as:
 - i) ActiveX
 - ii) Java Applets
 - iii) APIs
 - iv) Open Source Software

2.1.3 Client Side

- Proposed software must be able to find any types or kinds of security vulnerabilities on software which can be easily exploited on a client computer

2.2 DDoS Vulnerability Assessment

- ##### **2.2.1**
- Proposed assessment must be able to run on specific IP to test if there any security vulnerabilities.



SUMMARY OF QUOTATION

SUMMARY OF QUOTATION

Please ensure that all the details required below are filled up into the provided space. **Failure of filling the required information may result in your quotation being disqualified or rejected.**

Please refer to our TECHNICAL SPECIFICATION OF QUOTATION in order to fill up this section.

SECTION 1 : GENERAL SPECIFICATION

Clause	BPHB's Requirement	Contractor's Specification (Please specify)
3.0 Validity of Quotation	60 days	
5.0 Duration of Quotation/ Time Frame of Activities	60 days	
7.0 Availability On-Site	Mandatory	

SECTION 2 : TECHNICAL SPECIFICATION

Clause	BPHB's Requirement	Contractor's Specification (Please specify)
3.0 Software Requirements	2.1 <u>Infrastructure & Web Application Penetration Test</u>	
	2.1.1 Network Vulnerability Scanning <ul style="list-style-type: none"> • Proposed software must be able to find security weaknesses and vulnerabilities in the network infrastructure which involves: <ol style="list-style-type: none"> i) Port ii) IPS evasion iii) SQL Server (Database) iv) Switching and routing issues 	
	2.1.2 Web Application <ul style="list-style-type: none"> • Proposed software must be able to find any security vulnerabilities or weaknesses in Web Application such as: <ol style="list-style-type: none"> i) ActiveX ii) Java Applets iii) APIs iv) Open Source Software 	

Clause	BPHB's Requirement	Contractor's Specification (Please specify)
3.0 Software Requirements	2.1.3 Client Side <ul style="list-style-type: none"> • Proposed software must be able to find any types or kinds of security vulnerabilities on software which can be easily exploited on a client computer 	
	2.2 <u>DDoS Vulnerability Assessment</u>	
	2.2.1 Proposed assessment must be able to run on specific IP to test if there any security vulnerabilities.	
	2.3 <u>Other Requirements</u>	
	2.3.1 Detailed reports (inclusive of weaknesses, mitigation and recommendations) for: Infrastructure & Web Application Penetration Test DDoS Vulnerability Assessment	
	2.3.2 Presentation summary to conclude Infrastructure & Web Application Penetration Test and DDoS Vulnerability Assessment	

.....
(Signature of Tenderer)

Name : _____

I.C. No. : _____

Address :

Date : _____

.....
(Signature of Witness)

Name : _____

I.C. No. : _____

Address :

Date : _____

- Note : 1) Please attach Full Specification for the software supplied.
2) Summary of Quotation must be submitted and duly signed.
3) If the space provided for is insufficient, kindly insert additional pages to the same.

BINTULU PORT HOLDINGS BERHAD

**QUOTATION NO. GIT/NI/61/17
TO PERFORM PENETRATION TEST ON NETWORK INFRASTRUCTURE AND
WEB APPLICATION WITHIN BINTULU PORT**

SCHEDULE OF RATES / BILL OF QUANTITIES

No.	Description	Qty	Unit Price (RM)	GST (RM)	* TOTAL+ GST (RM)
1	The Pentest must follow a standard penetration testing methodology: (a) Infrastructure & Web Application Penetration Test <ul style="list-style-type: none">• Network Vulnerability Scanning• Web Application• Client Side (b) DDoS Vulnerability Assessment	1 JOB			
OTHERS					
	(a) Detailed reports for Infrastructure & Web Application Penetration Test and DDoS Vulnerability Assessment	Lump sum			
2	(b) Presentation summary to conclude Infrastructure & Application Penetration Test and DDoS Vulnerability Assessment	Lump sum			
	(c) Training to IT staff	Lump sum			
GRAND TOTAL COST IN LUMP SUM (RM)					

Note : Original Schedule of Rates must be submitted and duly signed.

* Remarks : Please include GST tax of 6% wherever applicable
Company GST Registration Number (if any): _____

Malaysian Ringgit : _____

Delivery : _____ day(s) after received order

Completion Period : _____

Validity of Quotation : _____ days

Signature : _____ Date : _____

Name : _____ Telephone : _____

Address : _____ Fax No. : _____

Company' Chop:

BINTULU PORT HOLDINGS BERHAD
(Company No. : 380802-T)

BIDDER'S DECLARATION

Quotation No. : **GIT/NI/61/17**

Name of Quotation : **TO PERFORM PENETRATION TEST ON NETWORK
INFRASTRUCTURE AND WEB APPLICATION WITHIN BINTULU PORT**

I, (IC No.:) (*insert name and IC No. of the Company's Representative who purchase the tender document*) that represent (Company No.:) (*insert name and Company's No.*) ("**the Company**") do hereby declare that I or any individual representing the Company will not offer or give bribes to any individual in **Bintulu Port Holdings Berhad** or any other individual, as a bribe to be selected in the above quotation. Herewith, I enclosed my Letter of Authority for representing the Company to make this declaration.

If I or any person representing the Company is found guilty of offering or giving bribes to any individual in **Bintulu Port Holdings Berhad.** or any individual as a bribe to be selected in the above quotation, then I as the representative of the Company agree to the following actions to be taken :

- i. Withdrawal of the offer for the above quotation; or
- ii. Termination of the contract for the above quotation; and
- iii. Other disciplinary action in accordance with the Government Procurement Regulations and/or Company's Procurement Policy being enforced.

In the event if there is any individual trying to seek bribes from me or any individual associated with this Company as bribes to be selected in the above quotation, then I promise to promptly report such behaviour to the office of the Anti-Corruption Commission (MACC) or the nearest Police Station.

Yours sincerely,

(Signature)

Name:

IC No.:

Company's Chop :

BINTULU PORT HOLDINGS BERHAD
(Company No. : 380802-T)

SUCCESSFUL BIDDER'S DECLARATION

Quotation No. : **GIT/NI/61/17**

Name of Quotation : **TO PERFORM PENETRATION TEST ON NETWORK
INFRASTRUCTURE AND WEB APPLICATION WITHIN BINTULU PORT**

I, (IC No.:) (*insert name and IC No. of the Company's Representative who purchase the tender document*) that represent (Company No.:) (*insert name and Company's No.*) ("**the Company**") do hereby declare that I or any individual representing the Company will not offer or give bribes to any individual in **Bintulu Port Holdings Berhad** or any other individual, as a reward to be successful in the above quotation. Herewith, I enclosed my Letter of Authority for representing the Company to make this declaration.

If I or any person representing the Company is found guilty of offering or giving bribes to any individual in **Bintulu Port Holdings Berhad** or any individual in return for being successful in the above quotation, then I as the representative of the Company agree to the following actions to be taken :

- i. Withdrawal of the offer for the above quotation; or
- ii. Termination of the contract for the above quotation; and
- iii. Other disciplinary action in accordance with the Government Procurement Regulations and/or Company's Procurement Policy being enforced.

In the event if there is any individual trying to seek bribes from me or any individual associated with this Company in return for being successful in the above quotation, then I promise to promptly report such behaviour to the office of the Anti-Corruption Commission (MACC) or the nearest Police Station.

Yours sincerely,

(Signature)

Name:

IC No.:

Company's Chop :