RFP SUMMARY

RFP Title:	REQUEST FOR PROPOSAL (RFP) FOR THE CLOUD BASED (SaaS) PAYMENT GATEWAY MODERNIZATION (PGM) FOR TM TECHNOLOGY SERVICES SDN. BHD. ("TM")
RFP Ref:	IT/2023/RFP/02/A1H/PGM SAAS
Closing Date:	**21 August 2023**

1. This RFP is for the implementation of Cloud Based (SaaS) Payment Gateway Modernization (PGM) for TM Technology Services Sdn. Bhd. ("TM") hereinafter called 'Proposed Solution'.

2. The scopes of the RFP are:
   a) To supply, customization, configuration, integration, testing, commissioning, training, warranty and maintenance & support services of Payment Gateway Modernization.
   b) To provide one (1) year warranty and two (2) years Support & Maintenance.
   c) To provide two (2) years Support & Maintenance (optional).

3. The high level RFP evaluation process is depicted as below:

Phase 1	Phase 2	Phase 3
• Submission of SOC to Critical (CRQ) clauses and selected Technical Clauses. • Submission of BOQ without price. • TM will issue updated CRQ Clauses and Technical Specification (if any) based on Phase 1 Evaluation. The list of CRQ clauses are as stipulated in Part V-Tech Spec (Phase 1) Appendix E of Part III.	• Submission of overall RFP proposal including Commercial & Technical based on updated Technical Specification and BOQ by TM. • Submission of RFP Deposit (RM10, 000). • Only Proposer that able to comply with all CRQ clauses are advisable to submit in Phase 2.	• Price submission

4. Proposer is required to **fully comply with the clauses marked as "Critical (CRQ) Clause"** in the Technical Specifications failing which, the Proposer shall be disqualified from the RFP exercise and their submission shall be rejected. The list of CRQ clauses are as below:

No	Clause No.	Clause Description
1.	C.1.5	The Proposer shall propose a system architecture whereby it will ensure that TM Applications will be not been part of PCI DSS scope. As a guideline, the Proposed Solution shall adhere to the following principles :- a) No direct network connection link between TM Applications and CDE b) No direct transfer of reconciliation batch files from CDE to TM c) No cardholder & sensitive authentication data (e.g CVV no etc) are exposed through but not limited to the Proposed Solution's APIs and batch files d) No TM user direct access to any modules / applications resided in CDE environment The Proposer shall required to submit any supporting evidence (e.g architecture diagram) which supports the guiding principles in the Proposal submission. The proposed architecture landscape is detail out in appendix C-2 System Landscape

No	Clause No.	Clause Description
2.	D.2.1	The proposed solution has completed and acquired System and Organization Control 2 (SOC 2) Type II attestation report. Please provide the evidence in the submission.
3.	D.2.2	The proposer shall ensure the proposed solution is hosted on a cloud provider with below certifications: i) Certified ISO/IEC 27001 (Information Security Management System) (ISMS) requirements with reference to the guidelines below: a. ISO/IEC 27002 (Code of practice for information security controls). b. ISO/IEC 27017 (Code of practice for information security controls based on ISO/IEC 27002 for cloud services). c. ISO/IEC 27018 (Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors) ii) Service Organization Control (SOC2) Type I and Type II. iii) Payment Card Industry Data Industry Standard (PCI DSS) The Proposer shall furnish a copy of each required security certification, report and also other relevant security certification of the cloud provider in the submission.
4.	D.4.3	The Proposer shall ensure all TM user administrative access to the application is using secure encrypted protocol and authentication with Multifactor Authentication. The Proposer shall list all the available MFA methods which can be enabled on its application.
5.	D.7.7	The Proposed solution shall not have any PII data leak incident reported in media within last 3 years The Proposer shall required to submit any supporting evidence (e.g. security incident list) in the Proposal submission.
6.	D.14.1	The Proposer shall comply with the following PCI DSS requirements as below :- 1) The Proposer is comply to the latest version (as released by PCI SSC) of PCI DSS (Level 1 Service Provider) and PA DSS standard for all payment application. Payment Gateway provider to share the latest 3 years PCI DSS Report of Compliance Report for PCI DSS and PA DSS as supporting evidence. 2) The Proposer shall provide details on the QSA and ASV appointed. Qualified Security Assessor (QSA) and approved Scanning Vendor (ASV) assigned must be appointed by PCI SSC.

5. The Proposer shall be required **to give a demonstration of the proposed management solution** to TM. This will provide an opportunity for the Proposer to clarify or elaborate on the proposal but shall not in any way change the RFP Submission.

6. The Proposer shall deposit a sum of **RINGGIT MALAYSIA TEN THOUSAND (RM10,000.00) Only** as a RFP Deposit and to be submitted in the RFP Proposal during **Phase Two (2) Submission**. **TM shall reject any RFP proposal submitted without RFP Deposit or with insufficient RFP Deposit**.

   6.1 The RFP Deposit shall be in the form of Bank Draft, Cashier's Cheque or Bank Guarantee and shall be made payable to **TM Technology Services Sdn. Bhd.** Proposer shall submit a scanned copy of Bank Guarantee for RFP Deposit during **Phase Two (2) Submission**. The original RFP Deposit Submission shall by submitted by hand at **TM Annexe 2** on a date which will be communicated officially by TM to the Proposer via email; OR

   6.2 Proposer is also allowed to submit the RFP Deposit via Online Transfer to the following account:

   Bank Account Holder Name: TM Technology Services Sdn Bhd
   Bank account no: 8000417118
   Bank name: CIMB Bank Berhad
   Bank address: Menara UAB, No 6, Jalan Tun Perak, 50050 Kuala Lumpur
   Swift Code: CIBBMYKL

   Proposer is required to email the Proof of Payment to muksa@tm.com.my and norbaizura.matjusoh@tm.com.my. The payment must be made on or before the RFP Closing Date and subject to confirmation by TM Group Finance. The Proposer is required to include the payment slip in the RFP submission.

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COMPANY INFORMATION

REQUEST FOR PROPOSAL (RFP) FOR THE CLOUD BASED (SaaS) PAYMENT GATEWAY MODERNIZATION (PGM) FOR TM TECHNOLOGY SERVICES SDN. BHD. ("TM").

RFP REF: IT/2023/RFP/02/A1H/PGM SAAS

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:

TM Technology Services Sdn. Bhd. [200201003726 (571389-H)]
(Formerly known as Webe Digital Sdn. Bhd.)
Sourcing Management, Fulfilment
Level 10, TM Annexe 2,
Jalan Pantai Jaya,
59200 Kuala Lumpur.

Dear Sirs,

REQUEST FOR PROPOSAL (RFP) FOR THE CLOUD BASED (SaaS) PAYMENT GATEWAY MODERNIZATION (PGM) FOR TM TECHNOLOGY SERVICES SDN. BHD. ("TM")

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1. With reference to the above mentioned RFP, 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 above mentioned RFP.

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 RFP and/or Contract.

3. We (including our employees, agents, sub-contractors and representatives) hereby unconditionally and fully agrees to treat this RFP, including all RFP Documents, and everything in connection to or arising out of this RFP 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 RFP 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 the 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 RFP 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 RFP submission and/or termination of Contract by TM, which TM has the sole rights and prerogative to make such decision.

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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)