Tender Title:	Tender For The Supply of Wireless Home Phone	
Tender Ref:	LPM/2023/T/05/A1M/WHP	
Closing Date: 7 February 2024		

- 1. The scope of this Tender is as follows: -
 - 1.1. This Tender requires the Tenderer to supply Wireless Home Phone (WHP) to TM Technology Services Sdn. Bhd. (hereinafter referred to as "TM").
 - 1.2. Each Tenderer is allowed to submit one (1) Proposal only for this Tender exercise.
 - 1.3. A Principal (Brand) may submit one (1) Proposal and may authorize Distributors/Resellers to submit Proposals, offering their brand. A maximum of two (2) Proposals from same Principal (Brand) will be accepted for this Tender exercise.
 - 1.4. The offered item(s) ("Item(s)") and/or works shall in all respect comply with the technical specifications as detailed in the Part V of the Invitation to Tender Documents ("Technical Specifications") and the Terms and Conditions of Agreement.
- 2. Tender deposit ("Tender Deposit"): RINGGIT MALAYSIA: FIVE THOUSAND (RM5,000.00) only.

3. Tenderer who fails to fulfill below criteria will be automatically eliminated or disqua	alified from
further evaluation:	

No.	Pre-Requisite Criteria	Description
1	On-time Tender submission	 All Proposals must be submitted by 7 February 2024 before 12.00 noon (Malaysia time).
2	Company status	 Malaysian Registered Company (Tenderer to submit Form 9, Companies Act 1965 or Application for Registration Form - Section 14 of Companies Act 2016 issued by SSM). Sendirian Berhad (Sdn Bhd) or Berhad company; and Declaration as Principal / Authorization Letter from Principal(s) of all Items offered
	Sufficient Tender Deposit	 The Tenderer shall deposit a sum of RINGGIT MALAYSIA: FIVE THOUSAND (RM5,000.00) only, as a Tender Deposit. The Tender 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. Tenderer shall submit a scanned copy of Tender Deposit during online submission by 7 February 2024. The original Tender Deposit shall be submitted by hand on 8 February 2024 at: Level 10, Group Procurement, TM Annexe 2, Jalan Pantai Jaya, 59200 Kuala Lumpur, Malaysia

No.	Pre-Requisite Criteria	Description
		 Any changes to the date and time mentioned above will be officially communicated by TM to Tenderer via email.

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

	Clause ID	Clause Description	Clause Type
	CHAPTER 2: GENERAL TECHNICAL REQUIREMENT		
1	2.2.1	The Tenderer shall offer a complete set on the proposed WHP shall include the followings:	CRQ
	2.2.1.1	Wireless Home Phone (WHP) terminal	
	2.2.1.2	One (1) unit of 3-pin power adapter.	
	2.2.1.3	One (1) RJ45 cable with connector at both ends. The length of the cable shall be minimum of one (1) meter	
	2.2.1.4	One (1) RJ11 cable with a connector at both ends. The cable's length shall be at least one (1) meter.	
2	2.4.1	The offered WHP ports shall have minimum the following physical interfaces:	CRQ
	2.4.1.1	One (1) SIM slot	
	2.4.1.2	One (1) LAN Port (RJ45)	
	2.4.1.3	One (1) FXS ports (RJ11)	
	2.4.1.4	Power Port	
	2.4.1.5	Pinhole reset button	
3	2.4.2	The SIM interface shall be compatible with at least one of the following:	CRQ
	2.4.2.1	Nano	
	2.4.2.2	Micro	
	2.4.2.3	Standard	
4	2.4.4	The WHP shall have LTE signal strength indicator.	CRQ
	CHAPTER 3 : WHP FUNCTIONALITY & FEATURES REQUIREMENTS		
5	3.1.1	The offered WHP shall support the following frequency band:	CRQ
	3.1.1.1	LTE FDD: 2100 MHz (B1), 1800 MHz (B3), 850 MHz (B5) and 2600 MHz (B7).	
ĺ	3.1.1.2	LTE TDD: 2600 MHz (B38), 2300 MHz (B40)	
ĺ	3.1.1.3	3GPP LTE Release 4 and above	
6	3.2.1	The CPE shall support location tagging in signalling which is able to feed the network cell-ID information in SIP PANI.	CRQ
7	3.2.2	The CPE shall support a default Packetization Time (ptime) of 20 ms.	CRQ
8	3.4.1	The WHP shall support IPv4 Dynamic assignment.	CRQ
9	3.6.3	The WHP shall support Voice over LTE (VoLTE)	CRQ

	Clause ID	Clause Description	Clause Type
10	3.6.4	The WHP shall support the following codec for encoding and encoding:	CRQ
	3.6.4.1	G.722 AMR-WB with mode set 0,1 & 2.	
11	3.6.6	The WHP shall support TM customized dialing plans or digitmap that is *xx*x.*x.# *xx*x.# *xx# *#xx# *#60*x.# #x.# #x.*x.# **x.T *11*x.T x.T	CRQ

- 5. All communications regarding to this Tender exercise shall be sent to the **TM's Authorized Representative**, as follows:
 - a. Pn. Roslinda Kasim e-mail: <u>roskasim@tm.com.my</u>
 - b. Pn. Iffa Sharuddin e-mail: <u>iffa.sharuddin@tm.com.my</u>

COMPANY INFORMATION

TENDER FOR THE SUPPLY OF WIRELESS HOME PHONE (WHP)

TENDER REF: LPM/2023/T/05/A1M/WHP

Company Name:	
Address:	
Company Registration No.	
New Company Registration No. (12 Digit)	
1. Officer Name:	
Tel. No (Office):	
Hand phone No:	
Email Address:	
2. Officer Name:	
Tel. No (Office):	
Hand phone No:	
Email Address:	
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. Sourcing Management, Fulfilment Level 10, TM Annexe 2, Jalan Pantai Jaya, 59200 Kuala Lumpur

Dear Sirs,

TENDER FOR THE SUPPLY OF WIRELESS HOME PHONE (WHP)

TENDER REF: LPM/2023/T/05/A1M/WHP

- With reference to the abovementioned Tender, we (including our employees, agents, subcontractors 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 abovementioned Tender.
- 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 tender and/or contract.
- 3. We (including our employees, agents, sub-contractors and representatives) hereby unconditionally and fully agrees to treat this Tender, including all Tender Documents, and everything in connection to or arising out of this Tender 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 (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 Tender 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 Tender or the continuation of any such breach by us, without the necessity of providing actual damages.
- Furthermore, we hereby acknowledge and agree that any contravention of this undertaking, may result in the rejection or disqualification of the abovementioned Tender submission and/or termination of contract by TM, which TM has the sole rights and prerogative to make such decision.

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)