



TENDER NOTICE

Reference No.: RFP001/10/CC

Institut Bank-Bank Malaysia's (IBBM) Corporate Resources Division located at LG5, Wisma IBI, No. 5 Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur, will receive proposals, until 4.00 p.m. on February 4, 2010, for:

Creative Development, Editing, Printing and Delivery of IBBM Annual Report 2009

No late bids will be accepted.

Specifications and related RFP documents may be obtained from the Institute's web site beginning January 14, 2010.

The Institute reserves the right to reject any and all bids received for good cause if it is in the best interest of the Institute to do so, or if the bid is not in compliance with the prescribed bidding procedures.

Questions concerning this procurement should be directed to:

Leong Seh Yuh (Ms)
Senior Executive
Facilities & Administration
Corporate Resources Division
Tel: 03-20956833 ext. 118

REQUEST FOR PROPOSALS (RFP)

Reference No.: RFP001/10/CC

Dear Sirs

You are invited to submit your proposals for:

**Creative Development, Editing, Printing and Delivery of
IBBM Annual Report 2009**

Proposals must be received at the Corporate Resources (CR) Division at LG5, Wisma IBI,
No. 5 Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur, by:

February 4, 2010, 4.00 p.m.

This solicitation consists of the sections listed in the table of contents which will be part of
any resulting contract.

Vendors should familiarise themselves with the entire proposal package. Proposals should be
submitted as specified herein under this cover sheet.

Yours sincerely

Leong Seh Yuh (Ms)
Senior Executive
Facilities & Administration
Corporate Resources Division

Legal Name of Company/ Firm: _____

Company/ Business Registration No.: _____

Mailing Address: _____

Business Address: _____

Authorised Signature: _____

Typed or Printed Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____



**TENDER DOCUMENT FOR
CREATIVE DEVELOPMENT, EDITING, PRINTING AND
DELIVERY OF IBBM ANNUAL REPORT 2009**

Reference No.: RFP001/10/CC

EVENT	DATE	TIME
Advertisement	January 14, 2010	
Pre-Tender Conference	January 19, 2010	9.30 a.m. – 10.30 a.m.
Last Date For Submission of Tender	February 4, 2010	4.00 p.m.
Opening of Tender	February 5, 2010	10.00 a.m.

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SECTION I – INSTRUCTIONS TO BIDDERS

Reference No.: RFP001/10/CC

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1. INTRODUCTION

Institut Bank-Bank Malaysia herein after referred to as the “Institute” will receive proposals from companies/ firms (herein after referred to as the “Bidder” or “Vendor”) having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for the contract must contain evidence of the Vendor’s experience and abilities in the specified area or other disciplines directly related to the proposed service. Other information required by the Institute is specified in the “CONTENTS OF PROPOSAL” clause included in this RFP. A tender committee shall review and evaluate all proposals received. A contract will be offered to the qualified vendor that makes the most attractive offer to the Institute based on the evaluation factors specified herein.

2. ORGANISATION OF RFP DOCUMENT

This RFP is organised into three sections:

Instructions to Bidders;
General Provisions; and
Scope of Work (SOW).

The General Provisions section is included to provide the Vendor with the standard contract clauses included in any contract of this type. The description of the task to be performed is included in the Scope of Work. Clauses in these sections form part of the contract of award which will be effect by way of Purchase Order. Any changes in existing language should be identified in your “ACCEPTANCE OF CONDITIONS” Submittal tab. Bidders are placed on notice, however, that a proposal that complies with these clauses (few or no exceptions stated and a plan that meets the needs of the Institute as specified in the SOW) will probably score higher than a proposal with exceptions and a deviation from the stated needs.

3. SOLICITATION REVIEW

Bidders shall carefully review this RFP for defects or ambiguities. Bidder’s comments concerning defects or ambiguities in the RFP must be made in writing and received by the Institute at least four (4) working days before the proposal closing date. Such comments will allow time for an addendum to be issued, if one is required. Bidders should send any such comments to the Institute’s Corporate Resources Division. Bidder’s protests based upon any omissions, errors, or the content of the RFP will not be considered if not made known prior to the proposal closing date.

4. INTERPRETATION OR REPRESENTATIONS

The Institute assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written addendum to the RFP. No oral interpretation will be made to any Bidder as to the meaning of this solicitation or any part thereof. Every request for such interpretation shall be made in writing to the Senior Executive – Facilities & Administration. Oral explanations or instructions given before the award of the contract will not be binding. Every interpretation made to a Vendor will be in the form of an addendum to this solicitation, but it shall be the Vendor’s responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract and all Bidders shall acknowledge receipt of the addenda. Failure to acknowledge receipt of the addenda may be cause for rejection of proposal as non-responsive.

5. PRE-TENDER CONFERENCE

Pre-tender conferences are held to give Bidders an opportunity to address ambiguities, defective specifications, and other concerns contained in the proposal document. The purpose is to identify and resolve issues that have the potential of generating an award protest based on defective or ambiguous specifications. Unless defective specifications are brought to the Institute’s attention at the pre-proposal conference, or as stated in the “Solicitation Review” clause, protests or appeals of award based on alleged defective specifications will not be favorably considered.

6. SUBMITTING PROPOSALS

- 6.1 Bidders will submit proposals on the schedules provided herein. Bidders will also submit the cover sheet to this solicitation with their proposal and other documents as provided herein. Forms submitted must be completed, legible, and manually signed. “FAX” and “E-mailed” proposals will not be accepted.
- 6.2 Proposals must be submitted in a sealed envelope, marked and addressed as shown below. Envelopes with proposal numbers written on the outside will not be opened until the scheduled date and time. Proposals must be received prior to the date and time mentioned on the cover page of this RFP.

<p>Bidder’s Return Address XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX</p> <p style="text-align: center;">Institut Bank-Bank Malaysia Corporate Resources Division LG5, Wisma IBI, No. 5 Jalan Semantan Damansara Heights 50490 Kuala Lumpur</p> <p>Reference No.: RFP001/10/CC Closing Date: February 4, 2010</p>
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- 6.3 Neither the Institute nor its officers or employees shall be responsible for the premature opening or failure to open a proposal which is not properly addressed and identified.
- 6.4 The Institute’s Corporate Resources Division is located at LG5, Wisma IBI, No. 5 Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur, and is open for business from 8.45 a.m. to 1.00 p.m. and 2.00 p.m. to 5.45 p.m., Monday through Thursday, from 9.00 a.m. to 1.00 p.m. and 2.00 p.m. to 5.00 p.m. on Friday.

SECTION I – INSTRUCTIONS TO BIDDERS (CONT.)

Acceptance of Special Delivery mail is not available on Saturday, Sunday or Gazetted Public Holidays. The ultimate responsibility for the delivery of the proposal document lies with the Vendor. The Institute shall make no concession regarding postal service or any other form of conveyance of the proposal document even when timely delivery of the proposal fails through no fault of the Vendor.

- 6.5 Bidders are encouraged to mail return proposals at least three (3) working days prior to proposal closing. Proposals mailed less than three (3) working days before closing should be sent by Postal Express, Courier Express, or similar service.
- 6.6 This is a suggestion only to minimise late proposals received and does not negate the aforementioned disposition of late proposals.
- 6.7 The bidding documents are and shall remain the exclusive property of the Institute without any right to the bidder to use them for any purpose except bidding and for use by successful bidder with reference to the contract.
- 6.8 Each bidder shall submit only one bid and a bidder who submits or participates in more than one bid will cause all the quotations with the bidder's participation to be disqualified.

7. CONTENTS OF PROPOSAL

The original and four (4) copies of the proposal must be submitted under the Request for Proposal cover sheet. The Request for Proposal Cover Sheet must be completed and signed and shall be the face document of the proposal. Bidders shall present their responses to the items in the order that the items are listed, identifying each response by the tab numeral. Failure to submit proposals in the format specified below shall be considered just cause for rejection of the proposal at the sole discretion of the Institute. Brochures or other promotional presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate art work, expensive paper or binders, and expensive visuals are not necessary.

8. DESIGNS

Bidder may submit up to four (4) designs for his proposal. Each design must be accompanied by a mock-up. The price should not vary between the proposed designs.

9. RECEIPT AND OPENING OF PROPOSALS

- 9.1 Proposals received prior to the specified hour of closing will be kept secured and sealed. The Institute representative whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered.

SECTION I – INSTRUCTIONS TO BIDDERS (CONT.)

- 9.2 No responsibility will attach to the Institute or its representatives for the premature opening of, or the failure to open, a proposal not properly addressed and identified in accordance with the instructions contained herein.
- 9.3 At the time and place fixed for the opening of proposals, the Institute's representative will cause the proposals to be opened and recorded. The number of offers received, the identity of Bidders, or the contents of a proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed if required, and a recommendation for award has been prepared for the Institute's General Purposes Committee.

10. LATE PROPOSALS

Proposals received after the exact date and time specified for closing shall not be considered, and shall be held unopened by the Institute until after the award of the contract. The Institute reserves the right, at its discretion, to consider proposals which have been delayed or mishandled by the Institute.

11. PRICES

The Vendor shall state prices in the units of issue on this RFP. Prices quoted for goods or services must be in Malaysian Ringgit (RM) and include applicable government duties, service taxes, packaging, and transportation cost to the site so that upon transfer of title the goods can be utilized, or the services can be provided without further cost.

12. MODIFICATION, CORRECTION, OR WITHDRAWAL OF PROPOSALS

Proposals may be modified, corrected, or withdrawn on written or FAX request received prior to the time fixed for the proposal closing, provided that written confirmation of any withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for proposal closing. Proposals may not be modified or corrected verbally. The Bidder bears the same responsibility for delivery of proposal modifications, corrections, or withdrawals as for the original document. All modifications, corrections, or requests for withdrawal must be clearly marked as such. Any attempt to make additions, deletion, corrections, or withdrawals of the proposal not in compliance with these provisions may be construed as a lack of "Good Faith" and may be cause for rejection of the proposal.

13. COST OF TENDERING

The Institute will not be responsible or pay for any expenses or loss which may be incurred by the Bidders in connection with the preparation of this tender.

14. EVALUATION OF PROPOSALS

- 14.1 Evaluation Factors. The Institute will be the sole judge of the merits of each vendor response. Responses received will be screened by a tender committee. The Institute reserves the right to use in-house information for assessment of capability of bidders and interview none, any or all of the vendors who participate in this process.
- 14.2 Contract(s) will be awarded to those vendor(s) receiving the highest cumulative points. The decision of the tender committee will be a consensus and will be final.
- 14.3 Proposals will be reviewed for completeness and compliance with the requirements of this RFP and scored in the following categories:
 - 14.3.1 Each non-price criterion (refer Annexure I and II) will be assessed on its individual merits and then compared relative to other organisations to reduce the likelihood of any imbalance between relative scores. Allocation of point scores in the range 0-5 should be in accordance with the following table:

Score	Description	Interpretation
0	Unacceptable	has not demonstrated any capability
1	Marginal	has barely demonstrated adequate capability
2	Acceptable	demonstrated capability is adequate without any enhancement
3	Good	has demonstrated more than adequate capabilities
4	Very Good	has demonstrated more than adequate capabilities and additional factors which sets it apart
5	Excellent	outstanding in all respects

14.3.2 Evaluation of Price Bid

- 14.3.2.1 The price proposed will be scored differently to other criteria, with lowest price scoring highest, according to the following formula:

$$\text{Score} = \text{Lowest Tender Price} / \text{Tendered Price} \times 50\%$$

SECTION I – INSTRUCTIONS TO BIDDERS (CONT.)

14.3.2.2 The median price is then established from all of the proposals received and the highest rated bidder's price should all within a +/- 30% range of the median. If this occurs then recommendation of the highest rated bidder is automatic. If the highest rate bidder's price falls outside the +/- 30% range then it is mandatory for the Committee to conduct further evaluation and / or an interview with the recommended bidder (and other bidders as necessary) to determine that value for money is being obtained as well as ensuring that the bidder has costed the full scope of services and is able to undertake the work in accordance with the specification.

14.4 The weighting shall be as follows:

- (a) 50% for non-price criteria
 - 20% on company strength;
 - 30% on design concept;
- (b) 50% for price

14.5 After such review, should the Committee believe that better value for money is offered by other than the highest rated bidder, the Committee will recommend the other bidder.

14.6 Negotiations. Bidders are asked to provide their best offer to include pricing as their initial submittals. The Institute desires to award a contract based on the initial submissions and bidders should not rely on the negotiation process to modify their offers. However, the Institute may conduct negotiations in accordance with the following at the Institute's option:

14.6.2 With the bidder of the most attractive proposal in an attempt to modify the proposal to be acceptable to the Institute;

14.6.3 With the bidders who have submitted proposals that are within the established competitive range; or

14.6.4 With all bidders.

Negotiations, if conducted, will occur after the closing date of the request for proposal. Bidders shall be accorded fair and equal treatment during negotiations with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information derived from proposals submitted by competing bidders.

14.7 IBBM reserves the right to use in-house information for assessment of capability of Bidders. The decision of IBBM regarding the tender will be final and binding.

SECTION I – INSTRUCTIONS TO BIDDERS (CONT.)

14.8 Best and final offer. Upon completion of negotiations, if any, the Institute may call for “best and final offers” (BAFO) at its discretion.

15. CONTRACT DOCUMENTS

15.1 The award of the contract shall be effect by a Purchase Order from the Institute but the terms of the award shall include all the provisions in this RFP unless expressly excluded. The following documents shall form part of the contract:

15.1.1 This RFP (comprises Instructions to Bidders, General Provisions and Scope of Work);

15.1.2 Amendments to this RFP (if any);

15.1.3 Bidder’s proposal;

15.1.4 Amendments to the Bidder’s proposal and/or BAFO generated during the negotiation process.

15.2 If a formal contract is prepared and executed, it shall constitute the final agreement.

16. AWARD OF CONTRACT

16.1 The resulting contract will be awarded to the responsible bidder submitting the most attractive proposal as determined by the evaluation factors and complying with the requirements of this solicitation, provided his proposal is reasonable and it is in the best interest of the Institute to accept it. The Institute, however, reserves the right to reject any and all proposals and to waive any informality or irregularity in proposals received whenever such rejection or waiver is in the Institute’s interest.

16.2 The Institute reserves the right to accept or reject any or all items of any proposal, where such acceptance or rejection is appropriate and does not affect the basic proposal.

16.3 The Institute reserves the right to reject any or all proposals, to waive deviations from the specifications and to waive informalities in the proposals received whenever such rejection or waiver is considered to be in the best interest of the Institute.

16.4 The Institute reserves the right to reject the offer of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the proposal of a bidder who is not, in the opinion of the Institute, in a position or qualified to perform the Contract; and any or all offers when such rejection is in the interest of the Institute.

16.5 Award in part or in whole is contingent upon available funding.

SECTION I – INSTRUCTIONS TO BIDDERS (CONT.)

17. ACCEPTANCE PERIOD

To provide time for evaluation of offers received and approval of proposed awards, all offers submitted shall remain valid for a period of 90 days from the due day of submission of bid. Any extension of this 90 days acceptance period shall be requested by the Institute in writing.

18. CONTRACT PERIOD

The contract shall be for one issue of IBBM Annual Report 2009 from the date as indicated in the Purchase Order until the delivery of the product.

19. TIME FOR COMPLETION

The time for completion is of essence under this Contract. The bidder must ensure that his tender is able to meet the requirements as to time performance and his tender rates and prices shall be deemed to include all measures necessary for him to adhere to this requirement.

20. ORDER OF PRECEDENCE

The following order of precedence shall govern in the event of a conflict between documents of this Solicitation:

- Section III entitled “Scope of Work”.
- Section II entitled “General Provisions”.
- Section I entitled “Instructions to Bidders”.

ANNEXURE I

CRITERIA FOR RANKING

Reference No.: RFP001/10/CC

No.	Description	Attributes	Point	Tick '√' where appropriate	Score
1	Total no. of clients served concurrently during the last 2 years – please provide list of clients and indicate contract period respectively	More than 5	5		
		3 to 4	3		
		1 to 2	1		
2	Annual Turnover of company	RM251K – RM300K	5		
		RM201K – RM250K	4		
		RM151K – RM200K	3		
		RM101K – RM150K	2		
		RM80K – RM100K	1		
3	Annual value of the single largest contract	Above RM100K	5		
		RM81K – RM100K	4		
		RM56K – RM80K	3		
		RM31K – RM55K	2		
		Just RM30K	1		
4	No of creative staff with background on producing annual report – please provide name of staff and no. of years in the related work experience	9-10 qualified workers	5		
		7 – 8 qualified workers	4		
		5 – 6 qualified workers	3		
		3 – 4 qualified workers	2		
		1 – 2 qualified workers	1		

ANNEXURE II

CRITERIA FOR RANKING

Reference No.: RFP001/10/CC

<i>No.</i>	<i>Description</i>	<i>Score</i>
1	Theme – design and relevancy to the industry/organization	
2	Theme write-up – relevancy to the design.	
3	Cover design and content – properly translated	
4	Visual creativity – usage of visuals that able to connect to the industry/organization, finishing, color etc	
5	Reader friendly – copy and visual positioning	
	Total Score	

SECTION II – GENERAL PROVISIONS

Reference no.: RFP001/10/CC

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The following conditions apply to any Purchase Order issued by the Institute as a result of this solicitation.

Bidders awarded any part of this solicitation are hereinafter in Section II referred to as the “Contractor”.

1. ACCEPTANCE

Issuance of a Purchase Order (PO) by the Institute shall constitute acceptance of the Bidder’s offer including all the terms and conditions specified in the solicitation. Receipt of a PO shall cause initiation of performance by the Contractor. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Contractor are rejected unless expressly agreed to in writing by an authorised representative of the Institute.

2. FINANCIAL STABILITY

The Contractor must include an official financial statement and other documentation that demonstrates the stability of the company/firm.

3. APPLICABLE LAW AND DISPUTES

The Contract shall be governed by and construed in all respects in accordance with the laws of Malaysia. All disputes, claims or proceedings between the Institute and the Contractor relating to the validity and performance of the Contract shall be referred to arbitration in Wilayah Persekutuan Kuala Lumpur and the language of the arbitration shall be in English wherein the Tribunal shall consist of a sole arbitrator and the appointing authority shall be the Kuala Lumpur Regional Centre for Arbitration and the decision of the arbitrator shall be final and binding on the Parties hereto.

4. ASSIGNMENT

This Order or any interest hereunder shall not be assigned or transferred by the Contractor without the prior written consent of the Institute. The Institute shall not consent to any proposed assignment unless and until the Contractor furnishes the Institute with two (2) executed copies of the assignment.

5. INSOLVENCY

The Institute may terminate this Contract in whole or in part by written notice:

- 5.1 If the Contractor shall become insolvent or makes a general assignment for the benefit of creditors; or
- 5.2 If a petition under any insolvency act or similar statute is filed by or against the Contractor and is not vacated within ten (10) days after it is filed. Termination under this clause shall be in accordance with “Termination For Default” clause.

6. CHANGES

The Institute may, at any time, and from time to time by written order from the Institute’s Corporate Communications Department to the Contractor, make changes in any one or more of the following: (a) method of performance shipment or packing; and (b) time and/or place of performance delivery; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Contractor hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Institute, except when confirmed in writing by the Institute’s Authorised Representative.

SECTION II – GENERAL PROVISIONS (CONT.)

7. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

7.1 The Contractor shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations hereunder, including the applicable provisions of the Printing Presses & Publications Act 1984, and all regulations and standards and any amendments issued pursuant thereto. The Contractor shall be fully responsible under this clause at his own expense.

7.2 The Contractor shall be responsible for the submission for and procurement of all necessary approvals by the local authorities in respect of the work without which the works under the Contract is deemed incomplete.

8. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

<u>TERMS</u>	<u>MEANING</u>
“Advise”	Advise in writing.
“Appoint”	Appoint in writing.
“Approval”	Approval in writing.
“Change Order”	A written order signed by the Institute directing the Contractor to make changes in the work without the consent of the Contractor.
“Contract Amendment”	A written alteration in “Contract Modification” any part of the Contract whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties. It includes change orders and notices of termination.
“Designate”	Designate in writing.
“Direction”	Direction in writing.
“Includes”	Includes but is not limited to.
“May”	May is permissive, however, the works “no person may” mean that no person is required, authorised, or permitted to do the act prohibited.
“Institute”	Person or persons designated in writing who are authorised to act on behalf of the Institute. This designation shall be made by the Institute on or before the date work commences under this Contract.
“Shall”	Shall is imperative.
“Statement of Works” / “SOW” / “Technical Specifications”	All specifications, artwork, data and other information included or referenced in the Statement of Works.

SECTION II – GENERAL PROVISIONS (CONT.)

“Subcontractor”	All persons, vendors and entities furnishing work, property or services to the Contractor for use on this Contract.
“Work”	Referring to design, layout and printing work as stated in the Scope of Work (SOW).

9. CORRECTION OF WORK BEFORE FINAL PAYMENT

- 9.1 Any errors, omissions and/or unsatisfactory work done by the contractor considered as unfit by IBBM’s standard, shall be deemed defective. Contractor then shall reproduce the correct version to IBBM’s satisfaction at their own cost.
- 9.2 The Institute reserves the right to reject the final product not meeting the approved version of the expected product. The Contractor shall rectify all errors and/or make good all omissions to meet the requirement at no additional cost to the Institute. Should the Contractor refuse, the Institute shall have the right to engage a third party contractor to correct the errors, omissions and/or defects at the cost of the Contractor.

10. INVOICING AND PAYMENT

The Contractor shall invoice the Institute upon completion of work and the schedule of payment shall be 30 days upon receipt of the invoice.

11. MODIFICATION OF ORDER

This Order contains all the agreements and conditions of sale and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorised representative of the Institute’s Corporate Communications Department and delivered by the Institute to the Contractor. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice or other form of the Contractor, and notwithstanding the Institute’s act of accepting or paying for any delivery or similar act of the Institute.

12. OTHER CONTRACTS

The Institute may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Institute’s employees and carefully fit its own work to such additional work as may be contracted for by the Institute. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Institute’s employees.

13. PATENT INDEMNITY

The Contractor shall indemnify and hold harmless the Institute, its customers and those for whom the Institute may act, from and against all legal expenses which may be incurred as well as all damages, losses and costs which may be assessed against or borne by the Institute by reason of any and all actions or proceedings charging infringement of any patent, trademark or copyright by reason of the sale or use of any items delivered hereunder. If the use or sale of such item, with respect to which the Contractor indemnifies the Institute, is enjoined as a result of such action or proceeding, the Contractor, at no expense to the Institute, shall obtain for the Institute and its customers, the right to use and sell said items or shall substitute equivalent items. In the event that the Contractor is unable to secure an equivalent item as a substitute, the Contractor will indemnify the Institute and its customers for any kind and all losses or damages sustained by reason of such injunction and infringement.

14. PRICES

The Contractor warrants that the price of the items covered by this Order are not in excess of the Contractor's lowest prices in effect on the date of this Order for comparable quantities of similar items.

15. TERMINATION FOR CONVENIENCE

The Institute may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The Institute shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

16. TERMINATION FOR DEFAULT

16.1 The Institute shall have without prejudice to other rights and remedies, the right, in the event of breach by the Contractor of any of the terms and conditions of the Contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the Contract forthwith and get the work done for the unexpired period of the Contract at the risk and cost of the Contractor, and recover losses, damages, expenses or costs that may be suffered or incurred by the Institute. The decision of the Institute about the breach/failure on the part of the Contractor shall be final and binding on the Contractor and shall not be called into question.

SECTION II – GENERAL PROVISIONS (CONT.)

16.2 Notwithstanding anything contained in any other clause, the Institute reserves the right to terminate the Contract due to any failure on the part of the Contractor in discharging their obligations under the contract or in the event of they becoming insolvent or going into liquidation. The decision of the Institute about the failure on the part of the Contractor shall be final and binding on the Contractor.

16.3 The Contractor, at its option, may terminate this Contract for default if any of the following Acts of Default occur:

16.3.1 The Institute's payments are in the default

16.3.2 The Institute breaches any material provision of this Contract

16.3.3 The Institute becomes involved or a petition under any insolvency act or similar statute is filed by or against the Institute and is not vacated within thirty (30) days after such filing.

Such termination for default shall be effective upon receipt by the Institute of a written notice of termination for default issued by the Contractor.

16.4 The rights and remedies of the Parties provided in this clause are in addition to any other rights and remedies provided by law or under this Contract; however, neither Party shall be liable for special or consequential damages.

16.5 Action upon termination:

Upon receiving a Notice of Termination, and except as directed otherwise by the Institute, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the work terminated and, with the prior approval of the Institute, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

17. WORK SCHEDULE

The Institute shall provide a work schedule / plan of the printing of IBBM Annual Report 2009. This schedule or plan may be amended by the Institute where deem fit with the agreement of the Contractor.

SECTION III – SCOPE OF WORK (SOW)

Reference no.: RFP001/10/CC

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1. SCOPE

Institut Bank-Bank Malaysia is seeking proposals from qualified vendors to provide services for creative development, editing and printing of its Annual Report 2009. The content will include cover rationale, content and paging, notice of annual general meeting, corporate information, council members, management team, Chairman's review, summary of the Institute's programmes and activities, report on financial statements, appendices, proxy and nominee forms.

2. REQUIREMENTS

The work scope for the proposal is as follows:

2.1 Design, layout and artwork

- 2.1.1 concept design of the cover;
- 2.1.2 prepare layout/artwork of inside pages;
- 2.1.3 3 photo session(s) with make-up artist for management team of the Institute;
- 2.1.4 digital photo touch-up: crop, sharpen, adjust contrast and colour/white balance; and
- 2.1.5 sourcing out appropriate visuals to be included in the annual report.

2.2 Editorial services

- 2.2.1 write-up on the cover rationale;
- 2.2.2 copy writing – copy writer check and provide feedback on the any sentence flaws and grammatical errors (if any); and
- 2.2.3 proof reading - proof reads all the write-up given to the Contractor.

SECTION III – SCOPE OF WORK (CONT.)

2.3 Printing

- 2.3.1 printing of full colour (4 colours) Report which includes its content;
- 2.3.2 printing of black and white (for content only) Report with full colour (4 colour) covers.

2.4 Others

- 2.4.1 supervise the printing of Annual Report to ensure that the output is to the Institute's satisfaction.

3. SPECIFICATIONS

3.1 Print Requirements

3.1.1 Quantity Required:

- 3.1.1.1 with full colours prints for both cover and content – 1,600 copies;
- 3.1.1.2 with 4 colours cover and black and white content – 11,000 copies.

3.1.2 Size of report: A4 size.

3.1.3 Material/Paper Quality:

- 3.1.3.1 Cover – 310gsm Art card; and
- 3.1.3.2 Text/Content – 128gsm Matt Art paper.

3.1.4 Total number of pages: approximately 80 pages (to be advised by Contractor).

3.1.5 Finishing:

- 3.1.5.1 Gold Stamping on logo;
- 3.1.5.2 Matt lamination on cover (one side);
- 3.1.5.3 Perfect binding; and
- 3.1.5.4 Spot UV (to be advised by Contractor).

3.2 Other requirements:

- 3.2.1 Contractor to provide professional photographer;
- 3.2.2 Contractor to provide the write-up on the cover rational; and
- 3.2.3 Contractor to provide proof reader and editing.

SECTION III – SCOPE OF WORK (CONT.)

4. COPYRIGHT

- 4.1 The copyright of the final artwork and its contents will subsist with IBBM.
- 4.2 Notwithstanding item 4.1 above, copyright of articles and images acquired from third-party will subsist with the original owners of the work.
- 4.3 The appointed Contractor to provide the Institute with a copy of the working files (e.g., Adobe InDesign, Illustrator, etc.) including graphics and images for the final artwork of the Annual Report.
- 4.4 The soft copy of the final version of the Annual Report should be made available to the Institute in the format acceptable and appropriate for online publication.

5. PROPOSAL REQUIRED

- 5.1 Bidders are required to propose the design concept for the Annual Report.
- 5.2 Schedule of rates to be divided into 2 sections:
 - 5.2.1 Creative Development and photography, including editing; and
 - 5.2.2 Printing and delivery.

ENCLOSURES

FORM OF TENDER

To:
Institut Bank-Bank Malaysia
Wisma IBI, No. 5 Jalan Semantan
Damansara Heights
50490 Kuala Lumpur

Dear Sirs

**IBBM – Creative Development, Editing, Printing and Delivery of IBBM
Annual Report 2009
Reference No.: RFP001/10/CC**

I/We s mentioned below agree to develop, edit, print and deliver IBBM Annual Report 2009 in accordance with the Instructions To Bidders, General Provisions and Scope of Work for the above tender.

I/We confirm that I/we have understood all the stipulations in the Request For Proposal.

I/We understand that the lowest tender or any tender need not necessarily be accepted and the validity of this tender shall not expire within ninety (90) days from the Date of Closing Tender, or such extended date as per Clause 17 of the Instructions to Bidders (page 9).

Authorised Officer : (name) _____ (sign) _____

Name of Bidder : _____

Address : _____

Date : _____

Witnessed by : (name) _____ (sign) _____

Address : _____

Date : _____

Company Stamp : _____

Submittal Tab a – Company/Firm Profile

Company/Firm Profile – describe the nature of business and size (capital/share, no. of employees), etc. of your company/firm. The following documents (a photocopy of each shall be Certified True Copy) are required to enclose:

1. Certificate of Incorporation / Registration Certificate
2. Form 49 (if any)
3. Form 24 (if any)
4. Form 44 (if any)
5. Memorandum and Articles of Association (M&A)
6. latest official Financial Statements / latest Annual Return

Submittal Tab b – Corporate Experience and Capacity

Corporate Experience and Capacity – describe the experience of the company/ firm in providing the service, the number of years that the services have been delivered. Provide a brief example of a catering service that your company/ firm have performed recently that is similar in scope to this project.

Submittal Tab c – References

Provide at least three (3) references. Offer contacts from projects of similar size and scope. The Institute reserves the right to ask for additional references or to seek references from other sources.

Information required:

7. Name of Organisation
8. Name of Contact Person
9. Location
10. Telephone Number
11. Fax Number
12. Nature of Project
13. Size (value) of Project
14. Duration of Project

Submittal Tab d – Acceptance of Conditions

Acceptance of Conditions. Indicate any exceptions to the clauses contained in Section II (General Provisions), Section III (Scope of Work), or any enclosures/attachments contained in this solicitation.