

PARTNER WITH US TO MAKE A DIFFERENCE!

Ever wanted to do your part in elevating Malaysia's image to the rest of the world? Now you can do just that by providing excellent service working together with Malaysia Airports to ensure guests are happy with the service we provide.

Malaysia Airports is one of the largest airport operator groups in the world in terms of number of passengers handled, managing 39 airports across Malaysia (with five international airports, 16 domestics and 18 STOLports) as well as one international airport in Turkey.

REQUEST FOR PROPOSAL (RFP) Notice (Via eProcurement)
19/2022

Malaysia Airports Holdings Berhad ("MAHB") would like to invite **Malaysia Airports Holdings Berhad (MAHB) Individual Tenderer(s)/Bidder(s)/Vendor(s)** incorporated in Malaysia with relevant experience and registered with **Suruhanjaya Syarikat Malaysia (SSM)** to participate in the Electronic Tender (eTender) under registration and works as stated below: **(Participation by JV Companies is Strictly NOT Allowed)**. However, the Tenderer(s)/Bidder(s)/Vendor(s) are required to comply with the ***Non-Disclosure Agreement (NDA) (MANDATORY)** before can be participated in the below Tender/RFP.

No	RFP No.	Description	Registration Requirement	Pre-Requisites	RFP Briefing (Not Mandatory)
1.	MAHB-HQ/ RFP/ 09/ 2022	Leasing of IT Computing Devices And Peripherals For Malaysia Airports Holdings Berhad And Its Subsidiaries	<p><u>Mandatory Registration</u></p> <p>i) Suruhanjaya Syarikat Malaysia (SSM)</p> <p><u>Additional Registration (Not Mandatory)</u></p> <p>i) MOF: 210101 or 210109</p> <p>ii) MAHB: S010001000, S010005000, S010007000, & S010 014000</p>	Tenderer(s)/Bidder(s) /Vendor(s) have experiences and proven track records in supplying IT Computing Devices at least 2000 units or more	<p>Date : 23 June 2022</p> <p>Time : 10.30 am</p> <p>Method : Briefing via Tele Conference</p> <p>Interested Companies are required to confirm the email address via RFI for the invitation <u>on or before 5.00 pm on 21 June 2022.</u></p> <p>*Note: Only Tenderers/Bidders with completed and signed Non-Disclosure Agreement (NDA) in the RFI procurehere portal only will be invited and allowed to participate in the above RFP Briefing and purchase the RFP Document.</p>

Notes :

- Interested Tenderer(s)/Bidder(s) prior to purchasing the RFP Document for this this RFP is required to download, complete (fill in details) and sign the Non-Disclosure Agreement (NDA). The DNA can be downloaded via link at procurehere portal (<https://app.procurehere.com>) or RFP Notice. Attached the completed and sign NDA and return to Malaysia Airports within the stipulated time in the RFI procurehere portal (<https://app.procurehere.com>). Kindly refer to the sample of completed NDA for reference and further compliance. **Please take note that all clauses in the said NDA are not to be amended or deleted and must be signed and agreed as is. Malaysia Airports reserve the right to refuse access to the RFP (eTender) Document for failure to comply.**
- Interested Tenderer(s)/Bidder(s) who:-
 - have the same owner(s) and/or director(s) and/or shareholder(s) with other Tenderer(s)/bidder(s) participating in this same RFP (eTender); and/or
 - are related to other Tenderer(s)/Bidder(s) participating in this same RFP (eTender), in terms of their ownership, directorship or shareholding or in any forms whatsoever including familial relationship(*);
 shall first make a declaration and obtain prior written approval from the Employer/MAHB prior to participating in this RFP (eTender). The Employer /MAHB reserves its absolute right to grant or decline its approval for such application and shall have no obligation to inform the affected Tenderer(s)/Bidder(s) of the grounds for such decision. The Employer's/MAHB's written approval, if granted, shall be submitted

together with the Document (eTender) before or during the RFP (eTender) closing date. The Employer/MAHB may take appropriate course of action at its sole and absolute discretion for failure by Tenderer(s)/Bidder(s) to declare the existence of the relationship as described above. Interested Tenderer(s)/Bidder(s) shall complete the Declaration of Conflict of Interest form as provided in the document (eTender) in pursuant herewith.

(*) Description of familial relationship/family members as per Malaysia Airports Vendor Code of Ethics at <https://vms.malaysiaairports.com.my>

- MAHB shall not be responsible on all costs incurred by the Tenderer(s)/Bidder(s) in relation to participation of this RFP (eTender) e.g. administration, transportation, lodging costs etc.
- The Tenderer(s)/Bidder(s) are strongly advised to regularly visit <https://app.procurehere.com> for any **updated/revised/additional Tender (eTender) information that may be uploaded from time to time during Tendering Period.**
- MAHB shall not, for whatever reasons, be bound in any way, to accept or reject the lowest, equal, highest or any RFP (eTender) received; and MAHB also reserves the right to annul the RFP (eTender) process at any time without assigning any reason; or request for further information from any Tenderer(s)/Bidder(s), and further without thereby incurring any liability of whatsoever nature to the affected Tenderer(s)/Bidder(s) or any obligation to inform the affected Tenderer(s)/Bidder(s) of the grounds for such decision.
- All Tenderer(s)/Bidder(s) shall wear proper attire such as shirt with collar, shoes, long pants and to bring along IC for preparation of airport daily pass. (If necessary).
- Tenderer(s)/Bidder(s) who wish to participate in this RFP (eTender) and received notification "error such as category not match in Procurehere", please email directly to v7support@privasia.com (System Only).
- **Any Queries/clarification for this RFP (eTender), please email to procurementtender@malaysiaairports.com.my or at <https://app.procurehere.com> (Procurement & eTender Documents).**

The interested Tenderer(s)/Bidder(s) should have the following requirements: -

- a) Tenderer(s)/Bidder(s) is a **Vendor to Malaysia Airports Holdings Berhad (MAHB)** and register with **MAHB Vendor Management System (VMS)**
- b) Tenderer(s)/Bidder(s) who are MAHB registered Vendor can access <https://app.procurehere.com> the using the same username (registered add) and password (retrievable from the portal).
- c) Tenderer(s)/Bidder(s) who are not registered as MAHB Vendor (Vendor Management System), Tenderer(s)/Bidder(s) may register at VMS portal <https://vms.malaysiaairports.com.my> to be a MAHB Vendor **or** subscribe to Procurehere Portal at <https://app.procurehere.com/suppliersubscription/supplierCheckout> and register the Tenderer(s)/Bidder(s) particular in Procurehere Portal to obtain the username and password. An annual subscription fee will be charged. **(Please refer MAHB Vendor Guideline-General)**
- d) Duly signed and completed **NDA** (Mandatory) prior to purchasing the RFP Document. The Tenderer(s)/Bidder(s) are required to read, understand, and comply with the requirements provided in the NDA. The NDA form can be obtained/access via Request of Information (RFI) in Procurehere Portal or RFP Notice (see below). This NDA Form must be completed within the required timeline **at RFI Procurehere**. Only Tenderers/Bidders with completed and signed the NDA will be invited and allowed access to eTender Documents in Procurehere Portal (<https://app.procurehere.com>).

Important note: All clauses in the NDA provided are not to be amended or deleted and must be signed and agreed as is. Malaysia Airports reserve the right to refuse access to the RFP Document for failure to comply.

(Please refer Vendor Guideline provided in **Step 1 – Vendor Guideline of this RFP** Notice or through RFI's link:- <https://app.procurehere.com/publicEvents/2c9fde457435605301744cb68f556af9>

Only authorized personnel from participating Tenderer(s)/Bidder(s) are allowed to access this system by complying with the instructions on item (b) for MAHB Vendor, item (c) (for non-MAHB Vendor) & item (d) completed & submitting **NDA Form** as above and the Tenderer(s)/Bidder(s) has made a full payment to:

- i) Registration Fee as MAHB Vendor (for non-MAHB Vendor) and;
- ii) eTender Document Fee of Ringgit Malaysia: **Three Hundred (RM300.00) Only**

via online payment through credit card payment or online banking (FPX payment) (non-refundable).

Tenderer(s)/Bidder(s) must have sufficient internet connection & capacity to access Procurehere Portal for downloading and submission. MAHB will not be liable if the Tenderer(s)/Bidder(s) cannot download or do the submission due to your internet connection and capacity issue. Any request for manual submission (other than Procurehere Portal) will not be entertained.

(Please refer the Attachment the 'Supplier Onboarding Manual for details at Procurehere Portal)

Any Tenderer(s)/Bidder(s) participating in the above eTender is only allowed to submit one (1) offer only for each eTender exercise in its name.

The eTender submission will be via Procurehere Portal only at <https://app.procurehere.com> not later than **12.00 noon on 20 July 2022.**

16/06/2022

BERSAMA KAMI MELAKAR PERUBAHAN!

Ingin membantu menaikkan imej Malaysia di persada antarabangsa? Kini anda mampu melakukannya dengan memberikan servis yang terbaik melalui kerjasama bersama Malaysia Airports demi memastikan tetamu gembira dengan servis yang diberikan.

Malaysia Airports adalah salah satu daripada kumpulan pengendali lapangan terbang terbesar di dunia dari segi jumlah penumpang yang dikendalikan, menguruskan 39 lapangan terbang di seluruh Malaysia (dengan lima lapangan terbang antarabangsa, 16 domestik dan 18 STOLports) serta satu lapangan terbang antarabangsa di Turki.

KENYATAAN 'REQUEST FOR PROPOSAL (RFP)' (SECARA eProcurement) 19/2022

Malaysia Airports Holdings Berhad (MAHB) dengan ini mempelawa mana-mana **Penender/Pembida/Vendor Individu Malaysia Airports Holdings Berhad (MAHB)** yang didaftarkan di Malaysia yang mempunyai pengalaman berkaitan dan berdaftar dengan **Suruhanjaya Syarikat Malaysia (SSM)** untuk mengambil bahagian dalam Elektronik Tender (eTender) dibawah pendaftaran dan kerja seperti di bawah :- **(Penyertaan melalui Syarikat Usahasama (JV) TIDAK dibenarkan sama sekali)**. Walau bagaimanapun, Petender/Pembida/Vendor diminta untuk mematuhi syarat ***'Non-Disclosure Agreement' (NDA) (MANDATORI)** sebelum mengambil bahagian dalam Tender/RFP di bawah.

Bil	No. RFP	Perihal Kerja	Keperluan Pendaftaran	Pra Syarat	Penerangan RFP (Tidak diwajibkan)
1.	MAHB-HQ/ RFP/ 09/ 2022	Leasing of IT Computing Devices And Peripherals For Malaysia Airports Holdings Berhad And Its Subsidiaries	<p><u>Pendaftaran Wajib</u></p> <p>i) Suruhanjaya Syarikat Malaysia (SSM)</p> <p><u>Pendaftaran Tambahan (Tidak diwajibkan)</u></p> <p>i) MOF: 210101 atau 210109</p> <p>ii) MAHB: S010001000, S010005000, S010007000, & S010 014000</p>	Penender/ Pembida /Vendor hendaklah mempunyai pengalaman dan rekod prestasi yang terbukti dalam membekalkan Peranti Pengkomputeran sekurang-kurangnya 2000 unit atau lebih	<p>Tarikh : 23 Jun 2022 Waktu : 10.30 pagi Tatacara :Taklimat melalui Tele Sidang</p> <p>Syarikat yang berminat dikehendaki mengesahkan alamat email di RFI untuk pihak kami membuat jemputan <u>pada atau sebelum jam 5.00 petang 21 Jun 2022.</u></p> <p>*Nota Hanya Penender/Pembida yang telah melengkapkan dan menandatangani Non-Disclosure Agreement (NDA) di RFI portal procurehere sahaja akan dijemput dan dibenarkan untuk menyertai Penerangan RFP di atas dan juga juga untuk membeli Dokumen RFP ini.</p>

Nota :

- Penender/Pembida yang berminat sebelum membeli Dokumen RFP untuk RFP ini dikendaki muat turun, melengkapkan (mengisi butiran detail) dan menandatangani 'Non-Disclosure Agreement (NDA)'. NDA boleh dimuat turun di portal procurehere (<https://app.procurehere.com>) atau di Kenyataan RFP. Lampiran NDA yang telah lengkap dan ditandatangani hendaklah dikembalikan ke Malaysia Airports dalam tempoh yang ditetapkan di RFI portal procurehere (<https://app.procurehere.com>). Sila rujuk kepada contoh NDA yang lengkap seperti dilampiran untuk panduan dalam mengisi NDA. Sila ambil perhatian bahawa semua klausa dalam NDA tersebut tidak boleh dipinda atau dihapuskan/dibuang dan mesti ditandatangani dan mesti dipersetujui seperti yang ada. Malaysia Airports berhak untuk menolak akses kepada Dokumen RFP kerana gagal mematuhiinya

- Penender/Pembida yang berminat untuk menyertai RFP (eTender) ini yang:-
 - i) mempunyai pemilik dan/atau pengarah dan/atau pemegang saham yang sama dengan Penender/Pembida lain yang menyertai RFP (eTender) ini; dan/atau
 - ii) mempunyai kaitan dengan Penender/Pembida lain yang menyertai RFP (eTender) ini dari segi pemilikan, pengarah atau pegangan saham atau perkaitan dalam apa bentuk sekali pun, termasuklah dari segi pertalian kekeluargaan (*),

hendaklah terlebih dahulu membuat perisytiharan dan kelulusan bertulis terlebih dahulu daripada MAHB sebelum menyertai RFP (eTender) ini. MAHB mempunyai hak mutlak untuk memberikan atau menolak kelulusannya untuk permohonan tersebut dan tidak mempunyai kewajiban untuk memaklumkan kepada Penender/Pembida yang terlibat akan alasan untuk keputusan tersebut. Sekiranya diluluskan, kebenaran bertulis tersebut mestilah disertakan bersama dengan penyerahan dokumen RFP (eTender) sebelum atau semasa tarikh tutup RFP (eTender). MAHB di atas budi bicaranya akan mengambil tindakan yang sewajarnya ke atas Penender/Pembida yang gagal mengisytiharkan kewujudan perkaitan yang diterangkan di atas.

Mana-mana Penender/Pembida yang berminat menyertai RFP (eTender) ini mestilah seterusnya melengkapkan borang 'Declaration of Conflict of Interest' yang disediakan di dalam dokumen RFP (eTender) yang berkaitan.

(*) Keterangan berkaitan pertalian kekeluargaan/ahli keluarga adalah seperti yang terkandung di dalam Malaysia Airports Vendor Code of Ethics di laman sesawang <https://vms.malaysiaairports.com.my>
- MAHB tidak bertanggungjawab ke atas semua perbelanjaan berkaitan penyertaan RFP (eTender) ini, contohnya kos pentadbiran, pengangkutan, penginapan dan lain-lain.
- MAHB tidak terikat atas apa jua sebab untuk menerima atau menolak RFP (eTender) terendah, sama, tertinggi atau mana-mana RFP (eTender) yang diterima; dan MAHB juga berhak membatalkan proses RFP (eTender) ini pada bila-bila masa sahaja tanpa menyatakan apa-apa sebab; atau memohon apa-apa maklumat tambahan daripada mana-mana Penender/Pembida, dan selanjutnya tanpa mengenakan sebarang liabiliti di dalam apa jua bentuk kepada penender/Pembida yang terlibat atau bertanggungjawab untuk memberitahu kepada penender/Pembida yang terlibat berkaitan sebab musabab keputusan tersebut diambil.
- Penender/Pembida adalah dinasihatkan untuk melayari laman sesawang <https://app.procurehere.com> secara kerap untuk sebarang kemaskini/perubahan/maklumat tambahan Tender (eTender) yang akan dimuatnaik dari masa ke semasa sepanjang Tender (eTender) ini berlangsung.
- Penender/Pembida yang hadir perlu memakai pakaian yang sesuai seperti baju berkolar, berkasut, berseluar panjang dan membawa bersama kad pengenalan untuk tujuan pas keselamatan lapangan terbang. (jika diperlukan).
- Penender/Pembida yang ingin mengambil bahagian dalam Tender ini (eTender) dan menerima pemberitahuan "error such as category not match in Procurehere", sila email terus kepada v7support@privasia.com (sistem sahaja)
- Sebarang klarifikasi/pertanyaan mengenai Tender (eTender) (procurement & Technical) ini hendaklah diemilkan ke procurementtender@malaysiaairports.com.my atau dilaman sesawang <https://app.procurehere.com> (berkaitan procurement & dokumen eTender)

Penender/Pembida yang berminat menyertai RFP (eTender) ini hendaklah mempunyai keperluan seperti berikut:-

- a) Penender/Pembida adalah **Vendor kepada Malaysia Airports Holdings Berhad (MAHB)** dan berdaftar dengan **MAHB 'Vendor Management System (VMS)'**.
- b) Bagi Penender/Pembida yang telah berdaftar sebagai Vendor MAHB di vms.malaysiaairports.com.my boleh mengakses laman web <https://app.procurehere.com> menggunakan nama pengguna yang sama (alamat emel syarikat berdaftar) dan kata laluan yang boleh diperolehi di portal.
- c) Bagi Penender/Pembida yang tidak berdaftar sebagai Vendor MAHB, Penender/Pembida boleh berdaftar di VMS iaitu di <https://vms.malaysiaairports.com.my> untuk menjadi Vendor MAHB atau di Portal Procurehere di <https://app.procurehere.com/suppliersubscription/supplierCheckout> dengan mendaftar butiran Penender/Pembida di dalam Portal Procurehere untuk mendapatkan nama pengguna dan kata laluan Fi langgan tahunan akan dikenakan. **(Sila rujuk 'MAHB Vendor Guideline-General')**
- d) Mengisi dan Melengkapkan keperluan yang dinyatakan di Borang **NDA (MANDATORI)**. Borang NDA ini boleh diperolehi/di akses di **Request of Information (RFI) diportal Procurehere & di Kenyataan RFP ini** (lihat di bawah). Borang NDA ini hendaklah **dilengkapkan/dikembalikan dalam tempoh masa yang ditetapkan di RFI Procurehere**. Penender/Pembida yang telah sempurnakan borang NDA sahaja akan dijemput dan dibenarkan untuk mengeseks Dokumen eTender di dalam Procurehere Portal (<https://app.procurehere.com>).

Nota Penting: Semua klausa dalam NDA yang disediakan tidak boleh dipinda atau dipadamkan/dibuang dan mesti ditandatangani dan dipersetujui seperti yang ada. Malaysia Airports berhak menolak akses kepada Dokumen RFP jika gagal dipatuhi.

(Sila rujuk kepada 'Vendor Guideline – Step 1-Vendor Guideline' di Kenyataan RFP ini atau di RFI melalui pautan di <https://app.procurehere.com/publicEvents/2c9fde457435605301744cb68f556af9>)

Hanya mereka yang diberikan kebenaran oleh pihak Penender/Pembida sahaja dibenarkan untuk mengeseks sistem ini dengan mematuhi arahan di item (b) untuk Vendor MAHB dan item (c) (bukan Vendor MAHB) & item (d) dengan mengemukakan **Borang NDA yang telah disempurna** seperti di atas dan pihak Penender/Pembida telah membuat pembayaran penuh untuk :

- i) Fi Pendaftaran sebagai Vendor MAHB (bukan Vendor MAHB) dan;
- ii) Fi Dokumen eTender dengan harga **Ringgit Malaysia: Tiga Ratus (RM300.00) sahaja**

Melalui pembayaran atas talian dengan Kad Kredit atau Perbankan Atas Talian (pembayaran FPX) (tidak dikembalikan).

Penender/Pembida hendaklah mempunyai sambungan & kapasiti internet yang mencukupi untuk mengakses portal Procurehere samada untuk memuat turun dan menghantar. MAHB tidak akan bertanggungjawab sekiranya Penender/Pembida tidak dapat memuat turun atau melakukan penyerahan kerana sambungan internet dan masalah kapasiti dipihak Penender/Pembida. Sebarang permintaan untuk penyerahan secara manual (selain dari portal Procurehere) tidak akan dilayan.

(Sila rujuk Lampiran 'Supplier Onboarding Manual untuk panduan di portal Procurehere)

Mana-mana Penender/Pembida yang mengambil bahagian dalam eTender di atas hanya dibenarkan mengemukakan satu (1) tawaran harga sahaja untuk setiap eTender atas namanya.

Penyerahan eTender adalah mestilah diportal Procurehere sahaja di <https://app.procurehere.com> pada atau sebelum **jam 12.00 tengahari 20 Julai 2022**.

This **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (“**Agreement**”) is made this day of 20....

BETWEEN

MALAYSIA AIRPORTS HOLDINGS BERHAD (Company No. 487092-W) of Malaysia Airports Corporate Office, Persiaran Korporat KLIA, 64000 KLIA, Sepang, Selangor, MALAYSIA. (“**the Employer**”)

AND

.....
.....
[Name of Tenderer/Bidder] (Company No.....) of
.....
.....
.....
[Address], (“**Tenderer/Bidder**”),

individually, as a “**Party**”, collectively, as the “**Parties**”.

WHEREAS this Agreement relates to any Information (as defined below) at any time and from time to time supplied by the Employer or any of our other Connected Persons (as defined below) orally, in writing or in any other form to you or your Representatives (as defined below) in connection with the Bid (as defined below).

WHEREAS the Parties wish to define their respective rights and obligations in relation to the disclosure of information to the Recipient in connection with the Transaction.

The Parties hereby agree as follows:

1. Definition

1.1 In this Agreement:

“**Connected Persons**” means, in each case, to the extent that they are involved in the Transaction are the Employer’s directors, shareholders, affiliate(s), officers, employees and advisers, agents and representatives;

“**Confidential Information**” means Information, at any time and from time to time, supplied by the Employer or Connected Persons orally, in writing or in any other form to the Tenderer/Bidder in connection with the Transaction which shall include, but is not limited to:

- (a) matters of a technical nature such as but not limited to processes, designs, techniques, data, formulas, inventions (whether or not patent-able), specifications and descriptions of products planned or being developed and research subjects, methods and results;
- (b) matters of a business nature such as but not limited to information about costs, margins, pricing policies, markets, sales, suppliers, customers, product plans and marketing plans or strategies;

- (c) other information of a similar nature such as but not limited to trade secrets or that is not generally disclosed by the Disclosing Party to the public; and
- (d) other information concerning a Party or the transaction or engagement contemplated hereunder; and
- (e) information that discussions about the intended co-operation or transaction are taking or have taken place.

but does not include Information which:

- (a) is, at the time of supply or subsequently becomes, generally available to the public other than as a result of a disclosure by the Tenderer/Bidder or its Representatives;
- (b) the Tenderer/Bidder can demonstrate was lawfully in its possession prior to any disclosure by the Employer to the Tenderer/Bidder at any time in connection with the Transaction;
- (c) becomes available to Tenderer/Bidder on a non-confidential basis from a source other than the Employer or any of the Connected Persons; or
- (d) that is independently developed by the Tenderer/Bidder without any breach hereunder.

“Information” means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including CD ROM, magnetic and digital form;

“PDPA” means the Personal Data Protection Act 2010 [Act 709] of Malaysia.

“Personal Data” means the personal data as defined under the PDPA;

“person” includes a reference to an individual, a body corporate, government body, association or partnership;

“Representatives” means:

- (a) the Tenderer/Bidder’s directors, officers or employees who has access and knowledge of the Information in connection with the Transaction;
- (b) any professional advisers (including, without limitation, legal advisers, accountants, consultants, bankers, insurer and financial advisers) acting on the Tenderer/Bidder’s behalf in connection with the Transaction;
- (c) any bank or other financial institution from whom the Tenderer/Bidder may seek debt finance for the Transaction (but for the avoidance of doubt this does not include any co-investor, member of the Tenderer/Bidder’s consortium or any airline); and
- (d) any other person approved in writing by the Employer,

but provided that in relation to (b) and (c), only to the extent necessary for such advisers, banks or financial institutions to provide their services to the Tenderer/Bidder and provided that the Tenderer/Bidder procure that they put in place

appropriate information barriers to prevent the sharing of Information with any of their employees who are not engaged in the provision of those services (and, in particular, to prevent the sharing of any Information with any employees who are engaged in relation to any other tenderer/bidder in respect of the Transaction).

“**Transaction**” means the tender exercise for the purpose of **LEASING OF IT COMPUTING DEVICES AND PERIPHERALS FOR MALAYSIA AIRPORTS HOLDINGS BERHAD AND ITS SUBSIDIARIES** which includes but not limited to the Tenderer/Bidder’s submission in accordance with the tender documents.

- 1.2 Expressions defined hereabove in the singular may be used in the plural and vice versa, with no other change in the meaning thereof.
- 1.3 The Clause headings are included for convenience only and shall not affect the interpretation of this Agreement.
- 1.4 In this Agreement, and unless otherwise stated, any reference to a recital, Clause or number is to the relevant recital, Clause or number of or to this Agreement.
- 1.5 In the event of any conflict between the terms of this Agreement and the terms of any user, click-through or other similar agreement with respect to any electronic, online or web-based data room established by or for the Employer in connection with the Transaction, the terms of this Agreement shall apply.

2. Confidential Information

- 2.1 The Tenderer/Bidder agrees to hold and keep the Confidential Information as secret and strict confidential and will not, without the Employer’s prior written consent, communicate or disclose (whether in writing or orally or in any other manner) such Confidential Information to any other party (which shall include the public) other than those provided in Clause 3.
- 2.2. All Confidential Information delivered pursuant to this Agreement shall be used by the Tenderer/Bidder solely for the Transaction.

3. Exception and Restriction

- 3.1 The restrictions in Clause 2 do not apply to the disclosure of Confidential Information:
 - (a) to the Representatives who need to receive and consider Confidential Information for the purposes of the Transaction; or
 - (b) which is required to be disclosed by law or the rules of any applicable regulatory, governmental or supervisory organisation (but subject to Clause 4).
- 3.2 The Tenderer/Bidder will ensure that where Personal Data is disclosed by the Tenderer/Bidder under Clause 3.1(a) above, disclosure of the Personal Data is limited to those persons who need access to the Personal Data to assess the Transaction and that access will only be granted to such part or parts of the Personal Data as is strictly necessary in relation to that person’s particular duties in assessing the Transaction.

3.3 The Tenderer/Bidder will ensure that:

- (a) each person to whom any Confidential Information is disclosed in accordance with Clause 3.1(a) is provided with a copy of this Agreement and observes its terms as if they were a party to the Agreement and had undertaken the same obligations as are undertaken by the Tenderer/Bidder (save to the extent the Employer agrees otherwise or if the recipient is subject to professional obligations to maintain the confidentiality of the Information or is otherwise bound by equivalent requirements of confidentiality in relation to such Confidential Information); and
- (b) each person granted access to Personal Data Clause 3.1(a) is reliable and is aware of the Tenderer/Bidder's duties and his, her or its duties under the PDPA and under this Agreement with respect to the Personal Data.

3.4 The Tenderer/Bidder will be responsible for any breach of the terms of this Agreement by any person to whom the Tenderer/Bidder discloses Confidential Information under this Clause 3 except that there shall be no such requirement if the recipient is subject to professional obligations to maintain the confidentiality of the Information or is otherwise bound by requirements of confidentiality in relation to such Confidential Information.

3.5 The Tenderer/Bidder further agrees that even if the Confidential Information enters the public domain, the Tenderer/Bidder (and will ensure its Representatives) will not add to the public domain disclosure.

4. Disclosure and Announcement

Subject to Clause 3, the Tenderer/Bidder hereby undertakes to ensure and shall ensure its Representatives will not, make, permit, solicit or assist any other person to make any announcement, disclosure, statement or other comment whatsoever, either in public, or in private to the extent that such comment could reasonably be anticipated to be repeated in public or in or through a medium available to members of the public, relating to the Employer or Connected Persons (including in each case relating to the operations, performance, financial position or prospects of any of them) or relating to the Transaction (including the Tenderer/Bidder's interest in the Transaction, the interest of any other third party which may be considering the Transaction, our intention on the Transaction, the Tenderer/Bidder or any other person's views on the potential of the Transaction, the impact of the Transaction on the Employer's operations or otherwise relating to any negotiations or proposed transactions between the Parties), EXCEPT where the Tenderer/Bidder reasonably determine that a disclosure or announcement is required by law (or by any regulation, rule or any governmental or quasi-governmental authority or its equivalent), in which case the Tenderer/Bidder may make the necessary disclosure or announcement after (to the extent permitted by law) first obtaining the Employer's written approval and after taking into account the Employer's reasonable requirements as to its timing, contents and manner of making or dispatch of such announcement or disclosure.

5. Notification of Unauthorised Disclosure

5.1 The Tenderer/Bidder will protect and safeguard the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent

the unauthorized use, dissemination or publication of the Confidential Information as it uses to protect its own confidential or proprietary information.

- 5.2 The Tenderer/Bidder shall notify the Employer as soon as reasonably practicable in the event the Tenderer/Bidder or its Representatives become aware of any unauthorised use, copying, or disclosure of the Information or other breach of this Agreement, and the Tenderer/Bidder shall furnish to the Employer all necessary assistance to terminate such unauthorised use, disclosure and/or other breach.

6. No Representation

- 6.1 the Employer will endeavour to include in the Information materials which they believe to be reliable but neither the Employer nor Connected Persons makes any representation or warranty as to the accuracy or completeness of the Information.
- 6.2 Neither the Employer nor Connected Persons will have any liability resulting from the use of the Information by the Tenderer/Bidder. The Tenderer/Bidder will be solely responsible for making its own decisions on the Information and any other documentation or data supplied to the Tenderer/Bidder in relation to the Transaction.

7. No Offer

This Agreement governs confidentiality and restricted use of Confidential Information between the Parties and shall not constitute an offer or acceptance or any form of agreement between the Parties for the supply of goods and/or services, the terms of which shall be separately agreed in writing between Parties.

8. Duration

This Agreement will become effective when it has been signed by both Parties and will remain in full force and effect thereafter unless earlier terminated as mutually agreed by both Parties.

9. Records and return of Confidential Information

- 9.1 The Tenderer/Bidder will, upon written demand by the Employer:
- (a) within seven (7) days of such demand, return to the Employer or destroy all the Confidential Information (for the avoidance of doubt, the Confidential information should be destroyed so that it cannot practicably be read or reconstructed); and
 - (b) to the extent reasonably practicable, remove from electronic storage and delete all back-up copies of the Confidential Information (with no further steps to be taken to recover any Confidential Information that has not been successfully removed or deleted on a permanent basis).
- 9.2 The Tenderer/Bidder will within seven (7) days of the demand referred to in subparagraph 9.1 above, provide to the Employer a written confirmation from a duly authorised representative confirming compliance with this paragraph by the Tenderer/Bidder.
- 9.3 Notwithstanding the obligations in this paragraph, the Tenderer/Bidder will be entitled to retain such copies of such Confidential Information as is required to be retained by

law or the rules of any applicable regulatory, governmental or supervisory organisation or internal/external audit purposes to which the Tenderer/Bidder or its Representatives are subject and such Confidential Information will continue to be held subject to the terms of this Agreement.

10. Indemnity

The Tenderer/Bidder shall indemnify and hold harmless the Employer from any action, claim or proceeding and all damage, losses, costs, expenses or other liabilities suffered or incurred by the Employer (including but not limited to legal fees and the cost of enforcing this indemnity) which would arise out of or resulting from any unauthorised use or disclosure of the Confidential Information or any other breach of any terms or obligation(s) by the Tenderer/Bidder under this Agreement.

11. Approaches to members of the Group and others

11.1 The Tenderer/Bidder undertakes that it will not at any time and will procure that its Representatives will not at any time enter into any discussions or negotiations with or disclose any Confidential Information to another tenderer/bidder, potential tenderer/bidder or any third party/public in relation to the Transaction.

11.2 The Tenderer/Bidder shall direct all communications or notices relating to the Transaction to procurementtender@malaysiaairports.com.my

11.3 Except for Clause 11.2 above, neither the Tenderer/Bidder nor its Representatives will directly or indirectly contact the Connected Persons or any supplier or customer of the Employer in relation to the Transaction.

12. Inside Information

The Tenderer/Bidder acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation, including securities law relating to insider dealing and market abuse, and the Tenderer/Bidder undertake not to use any Confidential Information for any unlawful purpose.

13. Principal

The Tenderer/Bidder confirms that it is acting in this matter as principal and not as an agent or broker for any other person.

14. Data Protection

To the extent the Confidential Information may include Personal Data of the Employer and includes all copies of any such Personal Data prepared by the Tenderer/Bidder or its Representatives which contains Personal Data, without limitation to any other term of this Agreement, the Tenderer/Bidder agrees and undertakes to ensure its Representatives to agree:-

- (a) that it shall only utilize the Personal Data in furtherance of the terms and conditions of this Agreement;
- (b) that it will not process the Personal Data beyond the scope of the terms and conditions of this Agreement;

- (c) that it will not conduct itself, and to procure that its employees and sub-contractors shall not conduct themselves, in such a manner as to cause the Employer to be in breach of its obligations (as a “data user”) as stated in the PDPA; and
- (d) that it shall at all times comply with the PDPA and the principles set out therein in relation to storing and processing the Personal Data.

The Tenderer/Bidder agrees to indemnify the Employer against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Employer may incur arising out of a breach of this clause.

15. Rights of the Employer

- 15.1 The Tenderer/Bidder acknowledges that the disclosure of any aspect of the Confidential Information will give rise to irreparable injury to the Employer and/or the Connected Persons inadequately compensable in damages. Accordingly, the Employer and/or Connected Persons may seek to obtain injunctive relief to prevent the unauthorised use or disclosure, whether existing, imminent or threatened, of the Confidential Information in addition to any other remedies, which may be available to it. All remedies shall be cumulative and all such remedies may be exercised from time to time and as often and in such order as the Employer and/or Connected Persons deems expedient.
- 15.2 Further to Clause 15.1 above, the Tenderer/Bidder hereby unconditionally agree to waive any rights the Tenderer/Bidder may have to oppose the granting of any equitable relief (including injunctive relief) sought by the Employer or the Connected Persons in relation to any threatened or actual breach of the provision of this Agreement. the Employer and/or Connected Persons shall seek any preliminary remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence, separately from any other legal actions available to the Employer and/or Connected Persons.
- 15.3 Without prejudice to Clause 15.1 and 15.2 above and in furtherance thereto, the Employer reserve the rights to any or all of following action(s) against the wrongful Tenderer/Bidder (the “**Wrongful Tenderer/Bidder**”):
 - (a) to file complaints of any grievances to any governmental or relevant body regulating the Wrongful Tenderer/Bidder (“**said Authority**”) and request for the said Authority to suspend, revoke or reject any renewal of license(s) or permit(s) by the Wrongful Tenderer/Bidder or blacklist the Wrongful Tenderer/Bidder from participating in any national or local tender;
 - (b) to preclude the Wrongful Tenderer/Bidder (which includes its directors, employee, officers, affiliates) from participating in any open or direct tender or contracts of any kind, as may be tendered/offered by the Employer or its group of company;
 - (c) to disqualify the Wrongful Tenderer/Bidder from the Transaction and if the Wrongful Tenderer/Bidder has been declared as the winning tenderer/bidder, the Employer shall at its sole discretion cancel the award and/or terminate the agreement immediately;

- (d) to terminate any existing agreement(s) or contract(s) of whatsoever nature it has with the Wrongful Tenderer/Bidder or its affiliates, directors, shareholders; or
- (e) to withhold or forfeit the tender deposit (if applicable).

16. General

- 16.1 It is understood by the Parties that this Agreement does not constitute a license to use the Confidential Information, nor does this Agreement grant or confirm any rights of use under any patent or patentable right, copyright, trademark or other proprietary right. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Tenderer/Bidder any rights therein.
- 16.2 Nothing in this Agreement is intended to compel or require the disclosure of Confidential Information by the Employer to the Tenderer/Bidder, whether requested or not by the Tenderer/Bidder, and the Employer shall be entitled at its discretion to decline to supply to the Tenderer/Bidder such required information.
- 16.3 The Tenderer/Bidder acknowledges that the Confidential Information is and shall remain the sole and exclusive property of the the Employer. The Tenderer/Bidder further agrees that the Confidential Information is considered by the Employer to be trade secret involving processes, know-how and compilations of information that is secret, confidential and not generally known to the public and which is a result of an expenditure of the Employer's time, effort, money and creative skills.
- 16.4 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver or it, not will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise. No waiver of any term or condition to this Agreement shall be effective unless made in writing and any amendments to this Agreement shall only be effective if agreed in writing and signed by both Parties.
- 16.5 Each provision of this Agreement (including each undertaking and each part of it) shall be construed separately and independently from each other and, notwithstanding that such provision and/or undertaking (or part of it) may prove to be illegal or unenforceable, the remaining provisions and undertakings of this Agreement shall continue in full force and effect.
- 16.6 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Courts of Malaysia shall have the jurisdiction over any matter arising from this Agreement.
- 16.7 The Tenderer/Bidder shall bear their own cost incidental to the preparation and completion of this Agreement. Any stamp duties imposed pursuant to this Agreement shall be borne and paid by the Tenderer/Bidder.
- 16.8 Nothing contained shall be constructed to imply a partnership, joint venture, principal/agent or an employer /employee relationship between the Parties and neither Party have any right, power or authority to create any obligation, express or implied on behalf of the other.

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