

REQUEST FOR TENDER

FOR

THE DESIGN & DEVELOPMENT OF LABUAN FSA'S ACCOUNTING & FINANCIAL APPLICATION SYSTEM

PREPARED BY:

LABUAN FINANCIAL SERVICES AUTHORITY LEVEL 17, MAIN OFFICE TOWER FINANCIAL PARK COMPLEX 870009, LABUAN. TEL: 03-8873 2000 FAX: 03-8873 2099

DATE: 25 NOVEMBER 2024

RFT NUMBER: RFT 00035



DOCUMENT CHECKLIST

Please mark (/) for the attached documents:

No	Items/Documents	To be marked by the tenderer	To be marked by Labuan FSA's Tender Opening Committee
1	Company Profile, including		
	Company Registration Certification		
2	Project Timeframe		
3	Project Team Members		
4	Technical Proposal		
5	Signed Integrity Forms		
6	Cost Breakdown		
7	Audited Financial Statement		
8	Bank Statement		
9	Other supporting documents, if any.		

CONFIRMATION BY THE TENDERER

I hereby confirm that I have read and understood all the terms and conditions in this RFT document. All information/documents submitted by my company presented are accurate.

FOR LABUAN FSA USE ONLY

The Tender Opening Committee acknowledges receiving the documents, except for the bill issue (if provided).

Signature	:	Signature	:
Name	:	Name	:
Date	:	Date	:
Official Stap	:		



Signature	:	
Name	:	
Date	:	
Signature	:	
Name	:	
Date	:	



TABLE OF CONTENTS

Table of Contents

1.	Tender Offer	1
2.	General Statement	1
3.	Introduction to Labuan FSA	2
4.	Important Documents	2
5.	Project Background	4
6.	Project Briefing	4
7.	Scope of Services	5
8.	Technical Requirement	5
9.	Preparation of Tender Documents	18
10.	Tender Documents Validity Period	19
11.	Submission of Tender Documents	20
12.	Additions and Amendment to RFT Document	20
13.	Contact Person	20
14.	Appendixes	22



1. TENDER OFFER

1.1 This Request for Tender (RFT) is intended as an invitation to qualified Participating Organisations (PO) to to design and implement a new Accounting and Financial Application System for Labuan FSA as per the below details:

Tender Number	Tender Title	Closing Date
RFT 00035	The Design and Development of Labuan FSA's Accounting & Financial Application System	31 December 2024

2. General Statement

- 2.1 The issuance of this RFT is merely an invitation to offer. Labuan FSA is not bound in any way to enter any contractual or other arrangements with any PO as a result of issuing this RFT.
- 2.2 Labuan FSA is not obligated to accept the lowest price proposal or any proposal.
- 2.3 Labuan FSA reserves the right to terminate the procurement process at any time prior to contract award.
- 2.4 By participating or submitting a proposal to Labuan FSA, the PO shall be deemed to have read, understood, and agreed with all terms and conditions of this RFT.
- 2.5 Labuan FSA complies with the Integrity Pact issued by the Malaysian Government in Government Procurement. The PO is required to sign the Declaration Form (refer to Section 4 Important Documents). All POs are reminded not to engage in any corrupt practices in relation to this procurement. Any act or attempted bribery of offering, giving, soliciting, or accepting any bribe to or from any person in connection with this procurement is a criminal offence under the Malaysian Anti-Corruption Commission Act 2009.
- 2.6 The PO must inform the Chairman or Director General of Labuan FSA as soon as possible upon learning that any Labuan FSA employee, directly or indirectly, requests or accepts any bribe, either for his benefit or advantage or for the benefit or advantage of another person in relation to with this tender



offer. Please refer to Appendix I for Whistleblowing Guidelines for the Vendors.

3. INTRODUCTION TO LABUAN FSA

- 3.1 Labuan FSA was established on 15 February 1996 under the Labuan Financial Services Authority Act 1996 (the Act). Labuan FSA is a statutory body responsible for the development and administration of the Labuan International Business and Financial Centre (Labuan IBFC) with the following objectives:
 - a. To develop national objectives, policies and priorities for the orderly development and administration of the Labuan financial services industry in Labuan IBFC;
 - b. To supervise the activities and operations of the Labuan financial services industry in Labuan; and
 - c. To oversee the promotional and development aspects of the Labuan IBFC.

4. IMPORTANT DOCUMENTS

4.1 The PO is required to sign the Declaration Forms, which are attached in Appendixes II, III, IV, and V. The signed forms must be submitted together with the tender documents.

Description		Reference
Conflict of Interest	PO is required to provide details of any interests, relationships or clients that may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFT. If the PO submits the proposal and a subsequent conflict of interest arises or is likely to arise, which was not disclosed in the proposal, the PO must notify the Labuan FSA immediately in writing of that conflict. Labuan FSA shall immediately disqualify the PO from the selection process if the PO fails to notify the	Appendix II



Description Re		
	Labuan FSA of the conflict as required.	
Personal Data Protection Consent Clause	by participating in this RFT, the PO's personnel hereby agree that Labuan FSA may collect, obtain, store and process the personal data of the PO's personnel provided in the proposal for the selection process from Labuan FSA.	Appendix III
	 The PO hereby gives consent to Labuan FSA to:- a) Store and process the Personal Data of the PO's personnel; and b) Disclose the PO's personnel Personal Data to the relevant governmental authorities or third parties where required by law or for legal purposes. 	
	To update or correct such data, the PO may at any time apply to Labuan FSA to access the PO's personnel data, which Labuan FSA stores.	
Declaration of Litigation	All POs must ensure they have a valid license to participate in this RFT and are capable of delivering the project.	Appendix IV
Bidders Declaration	All POs must sign the Bidder Declaration Form. By signing the form, the PO agrees not to offer or provide a bribe in order to secure the work contract.	Appendix V



5. PROJECT BACKGROUND

- 5.1 The design and implementation of the new Accounting and Financial Application System for Labuan FSA will consist of the following:
 - (i) Accounting System
 - (ii) Procurement System
 - (iii) Collection System.
- 5.2 The primary goal is to acquire an accounting and financial application system that aligns with the approved system design by the Accountants General's Department of Malaysia (AGD) and fully complies with the **20 criteria** of the **Standard Accounting System for Government Agencies (SAGA).** SAGA refers to a standardised accounting framework for government agencies, which may encompass either a customised accounting and financial application or a Commercial Off-The-Shelf (COTS) solution that integrates with financial data support systems.
- 5.3 The implementation of this application is expected to achieve the following outcomes:
 - a) **System Design Compliance**: The new system must be built according to the approved accounting and financial system design by AGD, ensuring alignment with SAGA requirements.
 - b) SAGA Compliance: The system must meet all 20 SAGA compliance criteria, supporting either a customised accounting solution or a COTS application. It should integrate seamlessly with supporting systems to enhance operational efficiency and data consistency.
 - c) **Enhanced Financial Data Integrity and Accessibility**: The system will strengthen data accuracy, security, and reliability, thereby streamlining financial operations and promoting efficient decision-making based on real-time, accurate financial data.

6. **PROJECT BRIEFING**

6.1 The project briefing will be conducted to clarify the requirements of the RFT at the following date and time:

Date: 2 December 2024Time: 10.00amLocation: Virtual



6.2 Participating in the briefing is **MANDATORY**. Kindly RSVP by email to <u>procurement@labuanfsa.gov.my</u> no later than **28 November 2024.** The meeting link will be provided once we receive your RSVP.

7. SCOPE OF SERVICES

- 7.1 The primary scope of services to be provided by the PO in the design, development and implementation of a new Accounting and Financial Application System are as follows:
 - i. Establishment of project governance and assembling the working team members;
 - ii. Initiating and completing the data gathering process;
 - iii. Developing a project timeline and defining milestones;
 - iv. Preparing briefing sessions and presentation materials for updates and milestones to be presented to the technical evaluation committee;
 - v. Designing and developing system modules based on defined functional and technical requirements and specifications;
 - vi. Reviewing and enhancing developed modules based on feedback and input from LFSA working team members;
 - vii. Data migration from current systems;
 - viii. Planning, implementing, and completing system integration and reconfiguration with other systems, such as COR@L 2.0 and Human Capital Information System (HCIS)
 - ix. Conducting user testing and acceptance for each module; and
 - x. Conducting user training, on-boarding, and facilitating change management communication.
- 7.2 The project must be completed within **24 months**, with the possibility of a contract extension if deemed necessary and approved by Labuan FSA. The timeframe shall include system design, development, implementation, data migration, integration and go-live.

8. TECHNICAL REQUIREMENT

8.1 **Requirement for the Accounting and Financial Application System:**

No.	Requirement	Details
1	System Design	Refer to Appendix VI.
2	System Overview	Refer to Appendix VII.



No.	Requirement	Details
3	SAGA Criteria	The system must comply with 20 SAGA compliance
		criteria, which are divided into 12 functional criteria
		and 8 technical criteria. (Refer to Surat Pekeliling Akauntan Negara Malaysia Bilangan 3 Tahun 2018
		– Pelaksanaan, Pemantauan, dan Pematuhan
		Sistem Perakaunan Standard bagi Agensi
		Kerajaan).
		Functional Criteria:
		1) General Accepted Accounting Principles
		2) Accrual Accounting
		 3) Flexible Chart of Accounts 4) Cleasing of Financial Account
		 Closing of Financial Account Single-Point Data Entry and Integration
		6) Adding/Reducing Module
		7) Online Workflow
		8) Electronic Payments and Receipts
		9) Bank Reconciliation
		10) Generating of Financial Statements and
		Report
		11) Auditing12) Data Storage
		12) Data Storage
		Technical Criteria:
		1) Administration of User Safety Profiles
		2) Audit Trail
		3) Log Server System
		4) Data Encryption 5) Information Security Network and ICT
		5) Information Security Network and ICT Infrastructure
		6) Auto Logoff
		7) Data Back Up and Restore
		8) Disaster Recovery Plan
4	Off-the-shelf	System Architecture:
	Software	• Deployment Model: The proposed system
	Technical	will be on-premise to facilitate the local
	Baseline (On-premise)	application integration access and address compliance matters related to data
	(סוו-אופוווופפ)	sovereignty.
		 Scalability: The system will be designed to
		dynamically scale resources to



No.	Requirement	Details
		accommodate varying workloads, ensuring performance during peak times.
		 Integration Capabilities: APIs: The system will support RESTful APIs, allowing seamless integration with Labuan FSA's existing systems i.e. Singularity Application Systems, COR@L 2.0, Statistical Management Systems (SMS), HCIS. Data Import/Export: The system will provide functionality to import and export data in common formats, including CSV, XML, and Excel, to facilitate data migration and reporting.
		 Security Standards: Data Encryption: All sensitive data will be encrypted both at rest and in transit using industry-standard protocols (e.g., AES-256). Authentication: The system will support SAML OAuth2 and multi-factor authentication (MFA) to enhance security. Compliance: The system will adhere to relevant standards, including PDPA 2010 and Malaysia Cyber Security Act 2024, to ensure data protection and compliance.
		 Performance Metrics: Response Time: The system will be designed to maintain a maximum response time of under 2 seconds for standard operations (e.g., data entry, report generation). Uptime Guarantees: The service level agreement (SLA) will guarantee 99.9% uptime, with clearly defined protocols for maintenance and support.
		 Backup and Disaster Recovery: Backup Frequency: The system will perform daily backups, with options for more frequent backups based on data criticality.



No.	Requirement	Details
		 Disaster Recovery: A robust disaster recovery plan will be in place, with defined recovery time objectives (RTO) of 4 hours and recovery point objectives (RPO) of 1 hour.
		 User Access and Management: Role-Based Access Control: The system will incorporate customisable role-based access controls, ensuring users have the appropriate permissions based on their responsibilities. Audit Logs: Comprehensive audit logging will track user activities, providing accountability and transparency in any of the application system transactions.
		 User Interface and Accessibility Responsive Design: The user interface will be designed to be responsive, providing a seamless experience across desktops, tablets, and smartphones.
		 Support and Maintenance: Technical Support: 24/7 technical support will be available, with guaranteed response times of 1 hour for critical issues. Software Updates: Regular updates will be scheduled every quarter, with notifications provided in advance to minimise disruption.
		 Documentation and Training: Technical Documentation: Comprehensive technical documentation, including system architecture and integration guides, will be provided. User Manuals: Detailed user manuals will be developed to assist end-users in navigating the system effectively.
		 Future Upgradability: Modular Design: The system will be built with a modular architecture, allowing for easy



No.	Requirement	Details
		 addition of new features or modules as business needs evolve. Update Policy: A clear update policy will ensure that the system remains current with the latest features and security enhancements.
		 Intellectual Property and Code Ownership: Code Ownership: Any customisations or modifications to the off-the-shelf software developed under this framework will be considered the property of the Labuan FSA, as an agency of the government. This ensures that all intellectual property rights for any customised code remain with Labuan FSA to maintain control over future usage, adaptation, and distribution of the customised functionalities.
5	Other Requirement	 The system shall be a web-based application. The database shall be designed to be onpremise, and LFSA will provide the operating system. The system shall provide Public Key Infrastructure (PKI) as a digital signature on financial documents to replace manual signatures in accordance with the Digital Signature Act 1997 and the Public Administration Development Circular No. 3 of 2015. The system shall implement cashless payment initiatives. The appointed vendor must ensure that a Security Posture Assessment (SPA) is conducted before the system goes live. The system shall be able to support multicurrency transactions. The system shall provide a 24-months warranty on support maintenance after the system "go-live".



8.2 Systems & Modules:

No.	System/ Modules	Feature
1	Accounting Syste	m
	Reporting Format	 The reporting format must follow Malaysian Financial Reporting Standards (MFRSs). To provide three company profiles – Labuan FSA, LFSA Inc & Staff Welfare Fund.
	Modules	 The system shall have 15 modules as per approved system design and overview. The system must be able to add/reduce modules/submodules.
	1. General ledger	 Setup General Ledger Opening Balance Account Closing Process GL Query Financial Report Generation Trial Balance Statement of Comprehensive Income Statement of Financial Position Cash Flow Statement Statement of Changes in Equity Budget Performance Statement Consolidated Financial Reports Other General Ledger Reports Chart of Accounts
	2. Cash Book	 Bank Reconciliation Statement Bank Account Management Automated Bank Reconciliation (Support Multicurrency) Report
	3. Accounts Payable (Support Multicurrency)	 Vendor Management Debit & Credit Note Bill Register Voucher Online Payment Management Email Notification to Payee AP Report
	4. Accounts Receivable (Support Multicurrency)	 Customer Management Invoice/Receipt/Bill Debit & Credit Note Payment Received AR Report



No.	System/ Modules	Feature
	5. Asset Management	 Asset Registration Asset Tagging Asset Depreciation Calculation Asset Addition / Disposal Asset Report
	6. Lease	 Lease Information Interest Calculation Lease Schedule Lease Report
	7. Staff Loan	 Loan Information Interest Calculation on Loan Loan Repayment Schedule Loan Report
	8. Investment	 Investment Information Interest Calculation on Investment (FD/MMD/Bonds etc) Investment Schedule Investment Report
	9. Staff Advances & Claims (Data from HCIS)	Information on Staff Advances and ClaimsAdvance repayment ScheduleReport
	10. Deposit	 Deposit Information Record of Deposit Received & Paid Advance Repayment Schedule Report
	11. Budget Monitoring	 Budget Application Approved Annual Budget Information Budget Utilisation Information (Expenses) Target Achievement Information (Revenue) Report
	12. Salary (Data from HCIS)	 Monthly Salary Information (Total Amount) Annual Bonus Information Salary Deductions Salary Report
	13. Petty Cash	 Bill / Invoice Registration Voucher Petty Cash Report



No.	System/ Modules	Feature	
	14. Invoicing	Bill Registration	
	(Revenue)	Report	
	15. User	User Setup	
	Administration	System Administration Setup	
	& System	Authority Limit Setting	
	Security	New Applications, Changes, Termination	
2	Procurement Syst	zem	
	User	a) Vendor	
	Administration	b) User (staff)	
		c) User Admin (FMU and GF)	
		d) IT Amin (ICT)	
		 Allow to add/remove new user. 	
	Vendor	a) Vendor able to log-in, register and update	
	Management	their information:	
	Portal	Company name.	
		 Company registration number. 	
		 Main email address and PIC/sales email address 	
		 Company profile (allow vendor to upload documents). 	
		Address.	
		 Bank details (Account number and bank details). 	
		 Transaction history. 	
		 Allow vendor's name to appear in the Vendor List once registered. 	
		 Procurement Section able to push notice of quotation or tender for vendor to view in the portal. 	
		d) Vendor able to view open procurement available in the system.	
		 e) Vendor able to upload quotation based on the procurement available in the system. Allow notification to the Procurement Section once vendor has uploaded the quotation. 	
		 f) Vendor able to download PO issued to them. g) Vendor able to upload invoices based on open PO. Allow notification to the Procurement Section once vendor has 	



No.	System/ Modules	Feature
	Purchase	 uploaded the invoice. All invoices push to Invoice/Good Received Module. h) Allow Procurement Section to blacklist/whitelist vendor in the Vendor List. Allow staff to check budget utilisation.
	Requisition (EPR)	 a) User: Allow staff to fill-up new form: ✓ Item to purchase. ✓ Quantity required. ✓ Accounting code: ➢ Allow staff to view total budget approved and utilisation. ✓ Justification to purchase. ✓ Allow selection of CAPEX and OPEX. For CAPEX, data push to "Modul Pengurusan Aset". Allow staff to amend the request if the request returned to them. Allow staff to upload supporting documentations for request above RM10K (mandatory). Allow notification to Procurement Section on new request.
		 b) User Admin: Generate running number for e-DR, e-RFQ or e-RFT. Allow upload quotation, review and approve. For e-DR and e-RFQ: ✓ Allow creation of notice of e-DR and e-RFQ through system ✓ Allow verification of the draft notices. ✓ Allow link enabler for notice procurement and invitation where vendor can view and submit the quotations through the system.



No. System/ Modules	Feature
	 Allow to set date submission and extension. Auto close link at the date and time for the submission. Allow return of e-DR and e-RFQ to the user for user to upload supporting documents (mandatory for purchases above RM10K). Allow selection of Approver based on the limit. Allow Group Finance to verify and amend the accounting code. Allow "Submit", "Return" and "Reject" button. Allow notification for each transaction. For e-RFT: Allow creation of notice e-RFT and e-RFT template through the system. Allow link enabler for notice procurement and invitation where vendor can view and submit the proposals through the system. Allow two sets of submission columns: 1: Technical Proposal, 2: Financial Proposal. Allow ToC to verify the date and time for the submission. Allow TOC to verify the proposals through the system using standard template. Allow Procurement Section to assign officer (Tender Dening Committee (TOC)) to evaluate the proposals. Tender proposals through the system using standard template.



No.	System/ Modules	Feature
		 ✓ Allow the TEC to provide ratings and reports in the system. ✓ Allow user to upload supporting documents in the system (mandatory). ✓ Allow Group Finance to verify and amend the accounting code. ✓ Allow selection of Approver based on the limit. ✓ Allow "Submit", "Return" and "Reject" button. ✓ Allow notification for each transaction.
		 c) Purchase Order (PO) and Quality Assurance (QA): Allow notification to vendor upon availability of PO. Allow vendor to download the PO. Allow digital signature on the PO.
		 d) Invoice/Goods Received: Allow vendor to submit payment through the vendor (from Vendor Mgt Portal). Allow notification to Procurement Section once the invoice has been uploaded in the system. Allow return/reject function. Allow payment tracking. Allow payment by phases, i.e. partial payment based on agreed stages, monthly payment or lump sum payment. Allow system to auto capture amount based on the invoice. Allow notification to vendor once the payment is done or once Payment Voucher (PV) is ready in the system (group email). Allow vendor to download the PV from the system.



No.	System/ Modules	Feature
		 Allow auto reminders to vendor if vendor yet to download the PV.
	Contract Management	 a) Allow Procurement Section to upload the signed agreement in the system. b) Allow to capture and update metadata such as expiry date, contract title, contract amount, contract owner and vendor. c) Allow reminder notifications to contract owner on the expiry date, i.e. 6 months, 3 months and 2 months before expiry.
	Payment Request Form (PRF)	a) Allow two sub-modules LOU and Non-LOU.b) Allow staff to check budget utilisation.c) LOU:
		 Allow auto generate of LOU number. Allow creation of LOU using a template. Allow the LOU to be sent to the vendor through the system. Allow vendor to submit the invoice based on open LOU. Allow vendor to select staff name (based on who issued the LOU). Allow the system to auto capture amount based on the invoice. Allow staff to verify the invoice before payment. Allow notification to vendor once the payment is done or once Payment Voucher (PV) is ready in the system (group email). Allow auto reminders to vendor if vendor yet to download the PV.
		 d) Non-LOU: Allow auto generate the reference number. Allow vendor to submit the invoices. Allow vendor to select staff name (based on the requestor).



No.	System/ Modules	Feature
		 Allow system to auto capture amount based on the invoice. Allow staff to verify the invoice before payment. Allow Head to endorse the invoice before payment. Allow notification to vendor once the payment is done or once Payment Voucher (PV) is ready in the system (group email). Allow vendor to download the PV from the system. Allow auto reminders to vendor if vendor yet to download the PV.
	Other Requirement	 Search Tools - Allow Search Tools based on invoice number, vendor's name, keywords, and PO's number. Audit Trail - Allow to generate reports on: Completed POs and invoices. Outstanding POs and invoices. Approval route (from Requestor to Approver) which includes name, date, and status. Total e-DR, e-RFQ and e-RFT.
3	Collection System	
	Core Functionalities	 Integrated & Secured Payment Gateways i.e. FPX, PayPal, DuitNow, BigPay etc: Support for various payment methods like bank transfers, credit/debit cards, e-wallets, and online banking. Ensure secure transactions with encryption and fraud protection. Real-Time Payment Tracking: Instantly update records once funds are received. Automatic Reconciliation: Simplifies tracking and matching fund received. Invoice Generation & Tracking: Automated invoice creation, with the ability to track when invoices are viewed and paid. (for non-Coral transactions, for example, payment of license fee to fulfil the conditional approval).



No.	System/ Modules	Feature
		 Issuance of Official Receipt: Generate and issue official digital receipts upon successful fund received and record them in both the collection and accounting systems. Multicurrency Support: Allow fund received in different currencies. Automated Notifications and Alerts: Send notifications for transaction status or any other issues.
	User Experience	 Integrated Support Ticketing System: Allow users to submit support requests directly through the platform.
	Data Management & Security	 Comprehensive Customer Profiles: Store detailed customer information (contact details, payment history, preferences). Real-Time Data Synchronization: Seamless synchronisation across platforms for accurate and updated information.
	Reporting & Analytics	 Customisable Reports: Generate detailed reports on collections, and performance metrics, etc. Data Visualisation: Graphs and charts for quick insights into collection trends.

9. PREPARATION OF THE TENDER DOCUMENTS

9.1 The PO must prepare the tender documents in two formats (technical and financial) and place the documents in two different sealed envelopes (refer to Section 11 – Submission of Tender Documents) as below:

Items	Descriptions		
Technical Proposal	Company Profile	Information pertaining to company name, business address, contact person, telephone number (including relevant mobile number for contact person) and copy of license company registration certificate.	
		The information should include current/past clients.	



Items	Descriptions	
	Project Plan/ Timeline	The proposal shall also include the timeline and milestones. The proposed timeline shall adhere to the timeframe as stipulated in Section 7.2.
	Project Team	Information pertaining to the proposed project team, including their experiences.
	Technical Specification	The proposal shall include system design and a detailed proposal of the modules and system specification, including the system workflow as per the technical specifications in Section 7 and Section 8 of this RFT.
	Work experiences	Information should include completed and ongoing projects for which the PO have performed similar work, i.e. SAGA Compliance project.
Financial Proposal	Cost Breakdown	 A detailed cost breakdown: a) Price per system and module. b) Implementation cost. c) License subscription fee (yearly). d) Support maintenance fee (yearly. e) Out-of-pocket expenses (travelling, services, charges and other fees that may be charged to Labuan FSA, if any). The OPE shall not exceed 10% of the total contract cost.
	Supporting Documents	The latest three (3) months of bank statements that shows ending balance.
		The latest three (3) years of Audited Financial Statements.

10. TENDER DOCUMENTS VALIDITY PERIOD

10.1 The tender document should be valid for **120 days** from the closing date of this tender offer. The PO is not allowed to withdraw the tender documents that have been submitted to Labuan FSA.



11. SUBMISSION OF TENDER DOCUMENTS

- 11.1 The completed tender documents must be submitted in **two formats**, one for Technical and the other for Financial. For identification purposes, please print "Labuan FSA's Accounting and Financial Application System" at the top left corner of the SEALED envelope.
- 11.2 The completed tender documents can be submitted by courier/post or hand delivery to the address below:
 - Address : Labuan Financial Services Authority Level 17, Main Office Tower Financial Park Complex 87000, Labuan FT. (Tel: +603-8873 2000/Fax: +603-8873 2209)

Attention to: Head, Facilities Management Unit

- Deadline : Tuesday, 31 December 2024 (before 5.00 pm)
- 11.3 Any tender documents received after the deadline mentioned above will be disqualified. Kindly note that Labuan FSA will not be responsible for late or non-delivery of the tender documents. Labuan FSA reserves the right to cancel this RFT for any reason without any liability to any proponent or waive irregularities at their discretion.

12. ADDITIONS AND AMENDMENTS TO RFT DOCUMENT

12.1 Labuan FSA, for any reason, whether at its own initiative or in response to a clarification by any prospective PO, may issue any addendum or amend the RFT documents by issuing notices to that effect to all POs and may extend the RFT closing date and time if deemed appropriate.

13. CONTACT PERSONS

13.1 The PO is reminded to comply with the requirements specified in this RFT. Failure to comply with any tender instructions/conditions may result in the submitted tender not being considered.



13.2 You may contact the following personnel for further clarifications:

Preparation submission of to documents:	and ender	Name Contact No Email	: Khadijah Zahri : +603-8873 2077 : <u>khadijah@labuanfsa.gov.my</u>
		Name Contact No Email	: Raja Hazrina Zaity : +603- 2780 3333 : <u>hazrina@labuanfsa.gov.my</u>
Technical requirement		Name	: Zulkarnain Mohd Said
specification:	and	Contact No Email	: +603-8873 2072 : <u>zulkarnain@labuanfsa.gov.my</u>

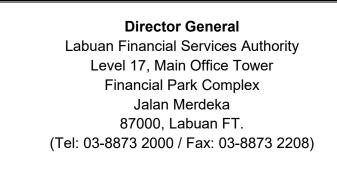


APPENDIX I



Vendors Whistleblowing Guidelines

- Labuan Financial Services Authority (Labuan FSA) is opposed to all forms of fraud, corruption, and malpractice, whether arising from within or outside Labuan FSA or from vendors. If the vendors have any concerns about suspected malpractice, Labuan FSA encourages them to raise the issue. Labuan FSA will take your concerns seriously and wish to encourage you to report any suspected fraud or corruption.
- 2) Submission of concern:
 - (i) Any report about suspected or potential malpractice can be submitted to:



Email: dg_wb@labuanfsa.gov.my

- (ii) For submitted by letter, place letter in a sealed envelope with the words "Strictly Confidential. To be opened by Addressee only [name and address of the DO]" on the top left hand corner of the envelope.
- 3) Confidentiality:
 - (i) Labuan FSA will treat all reports in a confidential and sensitive manner. The identity of the whistleblower is required when making a report, to better place an investigation into the report. This is to respect the Authority of the Labuan FSA and integrity of its employees.
 - (ii) However, Labuan FSA will respect and protect the whistleblower's confidentiality and hereby gives assurance that it will not reveal the whistleblower's identity to any third party not involved in the investigation or prosecution of the matter. The whistleblower making the report will retain anonymity to all other employees and public unless he/she agrees otherwise. The assurance of confidentiality can only be completely effective if the whistleblower likewise maintains confidentiality.



- (iii) Anonymous concerns will be much more difficult for Labuan FSA to look into the matter or protect your position. Investigations into anonymous allegations are likely to be limited by the sufficiency of the information provided. Anonymous referrals will be followed up at the discretion of the Labuan FSA. In exercising that discretion, the factors that will be taken into account will include:
 - The seriousness of the matters raised.
 - The sufficiency and detail of information provided.
 - The credibility of the concern; and
 - The likelihood of confirming the allegation and obtaining further evidence from attributable sources.
- 4) Labuan FSA's Commitment:
 - (i) Upon notification, Labuan FSA will look into it to assess and take action.
 - (ii) You will be notified who is handling the matter, how you can contact them, and whether further assistance may be needed.
 - (iii) Where relevant, the whistleblower may be requested to submit evidence and documents. Any meeting arranged will be conducted discreetly and, if necessary, off-site or out of Labuan FSA's premises.



APPENDIX II



DECLARATION OF INTEREST

REQUEST FOR TENDER: THE DESIGN AND DEVELOPMENT OF LABUAN FSA'S ACCOUNTING AND FINANCIAL APPLICATION SYSTEM (RFT 00035)

Participating Organisation's (PO) Name and Company No. (if applicable) : ______ I,

______(NRIC/Passport No.: ______), the authorised

representative of the PO, hereby declare that:

Yes	No	Declaration
		The PO had previous involvement in advising Labuan FSA in respect to
		matters under the scope of assessment as stated in the RFT.
		The PO is aware of any interest that will result in conflict with the role of an
		independent assessor as intended under the RFT.
		Labuan FSA has significant influence over the PO in respect of its financial and operating decisions.
		The PO is controlled by Labuan FSA by virtue of Labuan FSA's shareholding, control of its board's composition or funding, the PO being Labuan FSA's subsidiary or affiliate, or the PO being the subsidiary of Labuan FSA's subsidiary or affiliate.
		The director or person who has control or significant influence over the PO as listed in the schedule below is Labuan FSA Senior Management, Close Family Member of Labuan FSA's Senior Management or staff.

No	Name	Position in the PO	Name of Labuan FSA's Senior Management or staff, if applicable	Relationship	
1.					
2.					

I hereby declare that I have carefully read and completed this form myself and provided current and accurate information to the best of my knowledge.

Signatory	
Name of Signatory	
Position	
Date:	

*	"Close Family Member" refers to spouse, children and their spouses, dependents, parents, parents
	in-law, siblings, sibling's spouse and their children.
**	"Senior Management" refers to Members of the Authority or Directors of Labuan FSA.



APPENDIX III



PERSONAL DATA PROTECTION PRIVACY NOTICE FOR SUPPLIER/ CONSULTANT/ CONTRACTOR

We, **Labuan Financial Services Authority** ("Labuan FSA") as the data user (hereinafter referred as "We", "Us", "Our") are committed to maintain the confidentiality, security and integrity of the personal data supplied by you as the data subject to us. In line with the Personal Data Protection Act 2010 ("PDPA"), this Privacy Notice aims to highlight the manner in which we deal with the personal data and the choices available to you to access or limit our access to the personal data. You also agree to comply with the PDPA in relation to any personal data provided by us to you.

If you are a corporation supplying us with personal data of certain individuals (such as your directors, shareholders, officers or employees), the words "personal data" in this Privacy Notice shall include personal data of the said individuals in the corporation. You are required to obtain their respective consent before disclosing their personal data to us and by so disclosing, we shall assume that you do so in accordance with the PDPA.

1. Types of personal data collected and processed by us may include information such as:

- Name, identity card/passport number, gender, nationality, date of birth, resident status, marital status, address, contact number, email address, occupation details and financial information;
- Personal data from governmental agencies;
- Personal data from credit reporting agencies or similar service providers;
- Such other relevant information which we may require in order for you to provide us with such products/ services.

Unless stated otherwise in this Privacy Notice, it is obligatory that you supply us with the personal data requested by us. If you choose not to supply us with the personal data or withdraw or limit the use of the personal data, we may be unable to appoint you as our vendor, consultant, service provider, supplier or contractor. If we already have your personal data because you are our current vendor, service provider, supplier or contractor, we may not be able to continue with our business relationship with you if you do not acknowledge receipt of and agreement to this document.

2. We collect personal data for the following purposes:

- To evaluate and consider your application to be our vendor, consultant, service provider, supplier and contractor;
- To process your personal data for purposes of providing the products/services we have requested from you;
- Conducting credit checks with credit reporting agencies or similar service providers;
- Anti-money laundering and terrorism financing checks;
- Responding to your queries or data access requests and facilitating our daily operation;
- Research purposes including historical and statistical purposes;
- To provide you with regular communications from us;



- Investigation of complaints, suspected suspicious transactions and research for service or goods improvement;
- To comply with legal or regulatory requirements or as authorised by legal or regulatory requirements;
- To manage risk; and/ or
- For such other purposes to which you have consented as part of our business transaction.

The personal data collected will be retained by us for the duration permitted/required under Malaysian law, which may extend to periods after termination of your contractual relationship with us.

3. We maintain the security of personal data as follows:

- Adequate security control systems to safeguard the confidentiality and security of your personal data;
- Access to your personal data by our staff is strictly on a need-to-know basis; and
- When third party service providers, agents or contractors are appointed to provide products or services to us, we ensure that these third parties observe similar security measures to those adopted by us.

4. We will not disclose personal data to a third party, except to the following parties in accordance with the purposes set out in paragraph 2 above:

- Our officers, employees, consultants, advisors, third party service providers and agents for purposes relating to your application for and/or your engagement as our vendor, consultant, contractor, service provider or supplier;
- Any third party service provider, agent or contractor who has been appointed by us to provide products/services in relation to our businesses, whether in or outside Malaysia subject to sufficient security controls over the information;
- any actual or proposed assignee, transferee, participant or sub-participant of the company's rights or business;
- any person to whom we are under an obligation to make disclosure under the requirements of any law, rules, regulations, court order, codes of practice or guidelines binding on us including, without limitation, any applicable regulators, governmental bodies, or industry recognised bodies, and where otherwise required by law; and
- To such parties as may be permitted under Malaysian law.

5. **Rights and choices**

- Individuals have the right to request access to their personal data held by us.
- For the purposes of requesting access to your personal data, you may request a Personal Data Access Request Form at the contact information below. We may impose an administrative fee for processing your request to access personal data.
- You have the right to request correction of your personal data held by us which is inaccurate, incomplete or not updated. You may do so by writing to us at the contact information below, providing us with the following:
 - (i) your identification information (e.g. account number, type of product/service supplied, NRIC number);
 - (ii) specifying the information that is inaccurate; and
 - (iii) stating the updated/corrected information.
- We aim to keep your personal data in our records accurate, complete and up-todate. In accordance with the PDPA, we may refuse to comply with your request for access or correction in certain circumstances as stated in the PDPA.



- You may withdraw your consent to our processing or limit our right to process personal data by notice in writing to us. For avoidance of doubt, the withdrawal or limitation does not include processing of mandatory personal data.
- For purposes of writing to us to request access to, or correction of, your personal data held by us as mentioned herein, you shall fill out our Personal Data Access Request Form, a copy of which can be obtained at the contact information below.

6. Further Amendments and Contact

We will notify you of material amendments to this Privacy Notice, if any, from time to time, which may require your consent. If you continue to provide your services to us, you shall be deemed to accept such changes.

Complaints or inquiries relating to any matter concerning your personal data contained herein can be made to the following address:

Labuan Financial Services Authority Level 17, Main Office Tower Financial Park Complex Jalan Merdeka 87000 Labuan, Malaysia.

Contact Information:

Legal and Enforcement Department Name: Md Zainizam Md Jenu Designation: Head Email: zainizam@labuanfsa.gov.my

In the event of any inconsistencies, the Privacy Notice in the English language shall prevail. Please acknowledge receipt of this Privacy Notice and grant us your consent for the processing of your personal data by signing on the duplicate copy hereof and returning the same to us. Thank you.

Dated: 22 November 2024

FORM OF CONSENT

Based on the foregoing, we acknowledge receipt of the above Privacy Notice and hereby expressly consent to the use, processing, disclosure and transfer of my/our personal data for the above purposes.

Yours faithfully,

Name :

Date :



APPENDIX IV

Tenderer's Declaration on All Litigation

To: Facility Management Unit Labuan Financial Services Authority Level 17, Main Office Tower Financial Park Complex Jalan Merdeka 87000 Labuan FT.

REQUEST FOR TENDER: THE DESIGN AND DEVELOPMENT OF LABUAN FSA'S ACCOUNTING AND FINANCIAL APPLICATION SYSTEM (RFT 00035)

We hereby confirm and declare that we, M/s ------, do not have any litigation/Arbitration History with any Government department/Public Sector Undertaking/Private Sector/or any other agency for which we have Executed/Undertaken the works/Services during the last five (5) years.

Solemnly declared by:-

Signed	:
Name in full	:
Duly authorised to sign on behalf of	:
Company stamp	:
Date	:



APPENDIX V



BIDDERS DECLARATION

REQUEST FOR TENDER: THE DESIGN AND DEVELOPMENT OF LABUAN FSA'S ACCOUNTING AND FINANCIAL APPLICATION SYSTEM (RFT 00035)

I,	NRIC	No/I	Passport						
representing				W	vith	reg	gistrat	ion nur	nber
	her	eby	declare	that	Ι,	or	any	individu	al(s)
representing this company:									

 Will not offer, promise or give any bribes to any staff of <u>Labuan FSA</u> or any other individual(s), as a bribe to be selected in this guotation/tender*; and

ii. Will not commit or engage in bid rigging in this quotation/tender*.

Attached herewith is the Letter of Authorisation, which empowers me to make this declaration as the representative for the aforementioned company.

2. If I, or any individual(s) representing this company, found to be involved in a fraudulent bid agreement with another company regarding the above procurement or offer, promise or give any bribe to any staff of Labuan FSA or any other person as an incentive to be selected in this procurement activity, then I as a representative of the company agree that the following actions can be taken:

- 2.1 Loss of eligibility to be evaluated and appointed for the above procurement; and
- 2.2 Other legal actions in accordance with the Government of Malaysia's procurement procedures in force.
- 3. I duly understand that the following actions will be taken:
 - 3.1 Will be charged with an offence** under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] and the Penal Code [Act 574] and punishable under the respective laws for my failure or any individual(s) representing this company to comply with (i); or
 - 3.2 Action may be imposed on the company under the Competition Act 2010 [Act 712] for the failure of me or any individual(s) representing this company to comply with the item (ii) in this Declaration. If the company is found to be in violation of the provisions of section 4(2)(d) of Act 712, the company shall be



liable to a fine which shall not exceed ten percent (10%) of the worldwide turnover of the company over the period which the violation occurred.

4. If there is any individual(s) trying to obtain or request any bribe from me or any individual(s) related to this company as an incentive to be selected in this quotation/tender* activity, I will immediately report the wrongdoing to the Malaysian Anti-Corruption Commission (MACC) office or at the nearest police station. I am aware that my failure to do so is an offence under section 25(1) of the Malaysian Anti-Corruption Commission Act 2009 [Act 694] and can be punished under section 25(2) of the same act and upon conviction, I am liable to a fine of not more than RM100,000 or to imprisonment for a period not more than ten (10) years or both;

5. I duly understand that if the company commits an offence or if an individual(s) associated with the company^{***} gives, promises or offers a bribe to obtain or retain business or benefit in doing business under Section 17A of the Malaysian Anti-Corruption Commission Act 2009 [Act 694], upon conviction is liable to a fine of not less than ten (10) times the amount or value of the bribe, or RM1 million, or to imprisonment for a period of not more than twenty (20) years or both.

Sincerely,

Name	:
NRIC No./Passport	:
Signature	:
Date	:
Company stamp	:

Notes:

- (i) *Delete whichever is applicable.
- (ii) **includes prescribed offences in the Schedule (Paragraph 3 (a), definition of "prescribed offence") of the Malaysian Anti-Corruption Commission Act 2009 [Act 694] punishable under the Penal Code.
- (iii) ***a person associated with a company refers to section 17A(6) of the Malaysian Anti-Corruption Commission Act 2009 [Act 694], i.e. a person is associated with a commercial organisation includes: (a) Director, partner or employee of the commercial organisation; (b) any person who perform services for or on behalf of the commercial organisation.
- (iv) This declaration must be submitted together with the Letter of Authorisation.
- (v) The definition of enterprise under Act 712 includes companies involved in Government procurement.



APPENDIX VI

REQUEST FOR TENDER: THE DESIGN AND DEVELOPMENT OF LABUAN FSA'S ACCOUNTING AND FINANCIAL APPLICATION SYSTEM (RFT 00035)





APPENDIX VII

REQUEST FOR TENDER: THE DESIGN AND DEVELOPMENT OF LABUAN FSA'S ACCOUNTING AND FINANCIAL APPLICATION SYSTEM (RFT 00035)

SYSTEM OVERVIEW

