

GLOBAL EDUCARE SDN BHD

TENDER NO: GESB/2021/001

(Please quote this reference in all correspondence)

INVITATION TO TENDER

FOR INTEGRATED DIGITAL MARKETING SERVICES

CLOSING DATE : TUESDAY, 20 APRIL 2021, 3.00 P.M.

To Agency:

1. Prospective candidates are invited by Global Educare Sdn Bhd (“GESB”) to submit proposals for the Board’s consideration in relation to selection of an agency to develop and provide integrated digital marketing services as per the specifications attached.
2. The full tender document consists of the following:
 - a) Covering letter
 - b) Instructions to Agency
 - c) Conditions of Contract
 - d) Requirement Specifications
 - e) Evaluation Criteria
 - f) Form of Tender
 - g) Declaration of Conflict of Interest form (Form A) and Information on Partnership / Directors (Form B)
3. Tender will close at **3.00 pm sharp on Tuesday, 20 April 2021**. All agencies shall submit their quotations and proposals by the closing date and time in hard copy through a sealed envelope and into the tender box located at the address below. The agency’s full name and business address should appear on the outside of the envelope containing the quotations and proposals.

Address: 2nd Floor, Lot 15229, Persiaran Dutamas, off Jalan Duta, Sri Hartamas, 50480, Kuala Lumpur.
(Google/Waze: The children’s house Mont Kiara)
4. Tender proposals submitted after the closing date and time shall be rejected and GESB is not bound to accept the lowest of any tenders received. GESB reserves the right to award the tender in full or in part at its own discretion.
5. For enquiries or clarifications on this tender, please contact Ms Justine Cheah at JustineCheah@busybeesasia.com. Thank you.

ALVIN THAM
HEAD, MARKETING & COMMUNICATIONS, CUSTOMER SERVICE
BUSY BEES ASIA
FOR GLOBAL EDUCARE SDN BHD

TENDER NO: GESB/2021/001

**INSTRUCTIONS TO AGENCY
- FOR INTEGRATED DIGITAL MARKETING SERVICES FOR**

1 DEFINITIONS

Throughout this Invitation to Tender and any resultant contract, unless the context otherwise requires, the following definitions shall apply:

- a) "Invitation to Tender" means the invitation to participate in this Tender and comprises all tender documents forwarded to the Agency inclusive of the Covering Letter entitled Invitation to Tender, Form of Tender, Instructions to Agency, Conditions of Contract, Requirement Specifications, Price Schedule, Evaluation Criteria and any other documents and forms enclosed.
- b) "Contract" includes the Contractor's tender, Instructions to Agency, Conditions of Contract, the specifications and samples, Letter of Acceptance, and any Works Orders issued by GESB to the Contractor for the supply of the Services.
- c) "Contractor" means the successful Agency who has been awarded the Contract by GESB.
- d) "Early Childhood Industry" means any business pertaining to the care, education, training and/or development programmes for children aged 2 months to 6 years old.
- e) "Agency" means a person or his permitted assigns offering to supply the Services.
- f) Save as set out above, all other terms referred to in the other documents of the Invitation to Tender shall have the same meaning as those given in the Conditions of Contract.

2 EVALUATION CRITERIA

2.1 The following criteria will be evaluated from the agencies' proposals

- Quality and creativity of proposal
- Track record of account management team
- Track record of company in handling similar projects (and shown to be able to deliver a project of this size and nature within the time-frame proposed)
- Organisational chart of the organisation
- Value for money
- Demonstration of an understanding of the tender's requirements

3 ELIGIBILITY

Any company or business who is currently servicing other Early Childhood Industry client will not be considered for this Tender. If a tender is submitted without explicitly mentioning that the Agency is currently servicing another Early Childhood Industry client, GESB shall treat the submission of the tender as an express continuing declaration by the Agency that the Agency is in fact eligible to participate in this Tender. If, at any time, such a declaration is discovered to be false, GESB will be entitled to rescind any contracts entered into pursuant to such a tender, without GESB being liable to the agency for any damages or compensation whatsoever.

4 SUBMISSION OF TENDER

- (a) Agencies shall submit their tenders in accordance with the following mode(s) of submission:

Information or Document (s) in Tender	Mode of Submission	Closing Date (Malaysia Time)
1) Quotations 2) Form of Tender 3) Forms A and B 4) Any other relevant documents including track records 5) Proposals and Artworks	The proposal shall be submitted and drop into the tender box at 2nd Floor, Lot 15229, Persiaran Dutamas, off Jalan Duta, 50480, Kuala Lumpur. Attention to Justine Cheah. Please refer to paragraph 4(b) for tender box submission instructions.	Tuesday, 20 April 2021, at 3.00pm

- (b) Tenders must be submitted in sealed envelopes. When forwarding the tenders, the Agency shall specify clearly on the top left-hand corner of the envelope the name and address of the Agency. It will be the responsibility of the Agency to ensure delivery into the tender box, which will be in the reception area of the stated address, and open during office hours of 9.00am to 5.00pm. GESB shall not be held responsible for putting tenders received through the post into the tender box by the closing time and date, nor for the loss of any tenders through post. Postage must be pre-paid on all tenders sent through the post.
- (c) GESB reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in the Instructions to Agency.
- (d) All tenders received through the tender box will be accepted as the final proposal from the Agency, and no further changes or updates is allowed thereafter.

5 COMPLIANCE WITH INSTRUCTIONS

Tenders will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Invitation to Tender. Any tender which attempts to vary the Form of Tender or Conditions of Contract may be rejected at the sole discretion of GESB. In consideration of the Agency agreeing to abide by these instructions in the Invitation to Tender, GESB shall evaluate the tenders fairly and in accordance with the said instructions.

6 VALIDITY PERIOD

Tenders submitted shall remain valid for acceptance for the Validity Period specified in the Invitation to Tender and during such extension of the period as may afterwards separately be agreed to in writing by the Agency at the request of GESB.

7 ACCEPTANCE OF TENDER

- 7.1 GESB shall be under no obligation to accept the lowest tender or any tender whatsoever. GESB shall further be under no obligation to give reasons for the non-acceptance of any Agency for the tender or not enter into correspondence with any Agency regarding the reasons for non-acceptance of a tender.
- 7.2 GESB reserves the right, unless the Agency expressly stipulates to the contrary in his tender, of accepting such portion of each tender as GESB may decide.

7.3 The issue by GESB of a Letter of Acceptance accepting the tender or part of the tender (see paragraph (b) for exception) shall create a binding Contract on the part of the Agency to supply to GESB the Goods and/or Services offered in the tender. The Contract shall be governed by the Conditions of Contract. The Letter of Acceptance will be delivered to or posted to the successful Agency's address as provided in his tender and such delivery or posting shall be deemed good service of such notice. GESB may at its absolute discretion require the Agency to sign a written agreement.

7.4 The Letter of Acceptance may be issued to the successful Agency's address as given in his tender by hand or by post.

8 COPIES OF TENDER

Agency shall submit the tender and supporting brochures/handbooks in the number of sets as specified in the Invitation to Tender. One set is to be marked "Original" and the other is to be marked "Copy".

9 LANGUAGE

The tender and all supporting data and all documentation to be supplied by the Agency shall be adopted and written in the English language.

10 CONFIDENTIALITY

10.1 Except with the consent in writing by GESB, the Agency shall not disclose this Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by GESB.

10.2 GESB may require an unsuccessful Agency to return any specifications, plans, drawings, patterns, samples or instructions issued by GESB at its own discretion.

11 OWNERSHIP OF TENDER DOCUMENTS

All documents submitted by the Agency in response to this Invitation to Tender shall become the property of GESB. However, intellectual property in the information contained in the tender submitted by the Agency shall remain vested in the Agency. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Agency and GESB.

12 ALTERATION, ERASURES OR ILLEGIBILITY

Except for amendments to the entries made by the Agency himself which are initialled by the Agency, tenders bearing any other alterations or erasures and tenders in which prices are not legibly stated are liable to be rejected.

13 GESB'S CLARIFICATIONS OF THE AGENCY'S PROPOSAL

In the event that GESB seeks clarification upon any aspect of the Agency's proposal, the Agency shall provide full and comprehensive responses within two (2) days of notification.

14 EXPENSE OF AGENCY

In no case will any expense incurred by the Agency in the preparation of his tender be borne by GESB.

15 NOTIFICATION

Notification will not necessarily be sent to unsuccessful Agency by GESB.

16 APPLICABLE LAW

All tenders submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the Applicable Law Clause in the Conditions of Contract.

17 OWNERSHIP STATUS OF AGENCY

17.1 The Agency shall provide full information on

(a) the name and address of any person, company or corporation which ultimately owns, whether directly or indirectly, at least 50% of the total number of shares in the Agency;

(b) the number, percentage and class of shares held by such person, company or corporation.

18 SHORTLISTING AGENCIES

18.1 GESB reserves the right to shortlist Agencies in accordance with the criteria set forth in the Invitation to Tender; and give those so shortlisted the opportunity to submit new or amended tenders on the basis of GESB's revised requirements, in accordance with a common deadline.

18.2.1 The tenders received based on the firm and updated requirements shall form the basis of the final tender evaluation. The tenders received in the final round shall be complete and comprehensive, and shall over-ride all tender proposals previously submitted. The final offer shall not make references to previous offers. All the tender proposals received in the previous rounds shall be treated as lapsed. Such final offers shall be submitted in sealed envelopes and deposited in the tender box as instructed.

19 CORRIGENDA TO INVITATION TO TENDER

19.1 GESB reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender at any time prior to the closing date of the Tender.

20 DISCLAIMERS

20.1 This Invitation to Tender may not contain all information which Agency may require. Agency should therefore make their own inquiries and seek such clarification they think necessary. GESB shall not be liable to any Agency for any information in this Invitation to Tender which is incomplete or inaccurate. For avoidance of doubt, the "information" mentioned in this paragraph excludes the Conditions of Contract and Requirement Specification.

21 PERIOD CONTRACT WITH QUANTITY SPECIFIED

Where the Tender was invited by GESB for the supply of specified quantities of goods and/or for services of a specified extent only as and when demanded by GESB during a specified period and it is stated in the Tender that acceptance by GESB of the whole or any part of the Tender (if the Agency has not expressly stipulated in writing on the tender that only the whole of his tender may be accepted) will result in a Period Contract for the duration specified in the Tender, the issue by GESB of a letter of Acceptance of the whole or any part of the tender will result in a Period Contract for the duration of the period during which the goods and/or services were stated to be required in the Invitation. The receipt during that period by that Agency of an order for specific quantities of goods and/or for services of a specific extent at specific times from GESB (evidence of posting by GESB being legally admissible evidence of receipt by the Agency) will create a binding contract on the part of the Agency to supply to GESB those goods and/or services in accordance with his Tender and the Standard Conditions of Contract referred to in the Tender and any additional terms or conditions contained therein.

PERIOD CONTRACT WITH QUANTITY NOT SPECIFIED

Where the Tender was invited by GESB for the supply of goods for which the quantities were unspecified or merely estimated and/or of services the extent and/or frequency of which were unspecified or merely estimated and it is stated in the Tender that acceptance by GESB of the whole or any part of the Tender (if the Agency has not expressly stipulated in writing on the tender that only the whole of his tender may be accepted) will result in a Period Contract for the duration specified in the Tender, the issue by GESB of a letter of Acceptance of the whole or any part of the Tender will result in a Period Contract for the duration during which the goods and/or services were stated to be required in the Invitation. The receipt during that period by that Agency of an order for specific quantities of goods and/or for services of a specific extent at specific times from GESB (evidence of posting by GESB being legally admissible evidence of receipt by the agency) will create a binding contract on the part of the agency to supply to GESB those goods and/or services in accordance with his Tender and the Standard Conditions of Contract referred to in the Tender and any additional terms or conditions contained therein. GESB for its part during the period specified in the Tender will be under no obligation nor commitment to purchase any quantity of goods and/or services included in the Period Contract unless and except to the extent that orders for those goods and/or services are already issued by GESB.

TENDER NO: GESB/2021/001

**INSTRUCTIONS TO AGENCYS
- FOR INTEGRATED DIGITAL MARKETING SERVICES FOR**

1. DEFINITIONS

1.1 In these Conditions unless the context otherwise requires:

"GESB" includes any officer authorised by GESB to act on its behalf.

"Contract" includes the Contractor's tender, Instructions to Agency, Conditions of Contract, the specifications and samples, Letter of Acceptance, and any Works Orders issued by GESB to the Contractor for the supply of the Services.

"Services" means the work which the Contractor is required to perform under the Contract.

"Agency" means a person or his permitted assigns offering to supply the Services.

"Contractor" means the successful Agency who has been awarded the Contract by GESB.

"Parties" refer to GESB and the Contractor.

"Person" includes a corporation or an incorporated association.

1.2 Words importing the singular include the plural and vice versa.

1.3 The headings are for convenience only and not for the purpose of interpretation.

2. SCOPE OF CONTRACT

2.1 The Contractor shall perform the Services in accordance with the Contract.

3. PERFORMANCE

3.1 The Contractor shall perform the Services by the Performance Date and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from GESB. The issue of such receipt shall in no way relieve the Contractor from his responsibility for re-performing deficient Services.

4. PAYMENT

4.1 Payment will be made on a monthly basis, within thirty (30) days of issuance of the Invoice based on the delivery of the Services ordered under the Contract, as above provided, and upon presentation by the Contractor of his bills and GESB's receipt aforesaid GESB will make payment to the Contractor of the full value of all Services so performed provided that no payment shall be considered as evidence of the quality of any Services to which such payments relates.

4.2 The payments under this clause shall not prejudice GESB's right to reject deficient Services or the Contractor's responsibility to re-perform deficient Services.

4.3 Without limiting GESB's right under the Contract, the amount of any payment or debt owed by the Contractor to GESB under the Contract may be deducted by GESB from any monies payable by GESB to the Contractor pursuant to this Contract.

5. RIGHTS OF THIRD PARTIES

5.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 ('the 1999 Act') to enforce any of its terms.

6. GIFTS, INDUCEMENTS OR REWARDS

6.1 GESB may terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing to forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with GESB or for showing or forbearing to show favour to any person in relation to any contract with GESB, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with GESB the Contractor or any person employed by him or acting on his behalf shall have committed any offence under *Section 4 of the Malaysian Anti-Corruption Commission (Amendment) Act 2018* or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under *Section 4 of the Malaysian Anti-Corruption Commission (Amendment) Act 2018* .

7. DELAY IN PERFORMANCE

7.1 If there is delay in the performance of the Services under the Contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor's control, then in any such case the Contractor shall for the duration of any such circumstance aforesaid, be relieved of his obligation to perform such Services thereby affected but the provisions of the Contract shall remain in full force in regard to any Services not affected by such circumstances aforesaid.

7.2 Subject to Clause 7.1, if the Contractor fails to complete the performance of Services by the date specified in the Contract, GESB shall have the right -

(a) to cancel all or any such items of Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or

(b) to deduct from any moneys due or to become due to the Contractor or require the Contractor to pay, a sum calculated at the rate of Ringgit Malaysia RM1000/- per day (including Sundays and Public Holidays), as liquidated damages for every day of delay until the Services are performed. Refer to requirement specifications.

Provided that the recovery of such increased costs aforesaid shall be limited to such Services as is purchased or obtained, not exceeding the scope stated in the Contract, from other sources after the Contractor's failure as aforesaid but within three months of the expiry of the Contract.

8. SUB-CONTRACTING AND ASSIGNING

8.1 The Contractor shall not sub-contract nor assign the Contract to any other party without the written consent of GESB.

9. APPLICABLE LAW

9.1 The Contract and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the Laws of Malaysia for every purpose.

10. SUSPENSION OR TERMINATION

10.1 GESB shall, after giving seven (7) days prior written notice to the Contractor have the right to suspend or terminate the Contract if GESB is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order in Malaysia. Neither party shall be liable to the other by reason of such suspension or termination save that GESB shall pay the Contractor the price of the Services performed and accepted by GESB. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by GESB to the Contractor by reason of this Clause.

10.2 GESB shall, after giving thirty (30) days prior written notice to the Contractor have the right to suspend or terminate the Contract, without having to give any reason whatsoever.

11. RIGHTS OF GESB IN THE EVENT OF DEFAULT BY THE CONTRACTOR

11.1 If the Contractor defaults in his performance of this Contract, GESB may issue a notice of default to the Contractor informing the Contractor of its default. The Contractor shall, within thirty (30) days of the date of the notice of default, remedy the default. If the Contractor fails to do so, the Contractor shall be taken to have repudiated the Contract and GESB shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without GESB being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.

11.2 In the event of termination under Sub-Clause 11.1 above, GESB shall have the right to purchase from other sources all the Services which remains unperformed at the time of termination or similar Services, and all increased costs reasonably incurred by GESB shall be recoverable from the Contractor.

12. VARIATION OF CONTRACT

12.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of GESB.

13. TAXES, FEES AND DUTIES

13.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the laws of Malaysia, by the Contractor or its employees, including the Contractor's resident engineers and inspectors (if applicable), in carrying out its obligation under the Contract.

13.2 GESB shall pay to the Contractor a sum equal to the Sales and Service Tax (SST) chargeable on the supply to GESB of any services by the Contractor in accordance with the Contract. For clarification, "Sales and Service Tax" shall refer to a single-stage tax levied on all taxable goods manufactured and sold, used or disposed by a registered manufacturer in Malaysia or imported into Malaysia. Goods listed in the Sales Tax Exemption Order are exempt from sales tax. However, service tax is a single-stage tax charged on any taxable services provided in Malaysia by a registered person in carrying on business.

13.3 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person for the purpose of Sales and Service Tax, be in the same form and contain same information as if it were a tax invoice for the purposes of the Regulations made under the Sales Tax Act 2018 and Service Tax Act 2018, respectively.

14. GOVERNMENT REGULATIONS

14.1 The Contractor shall, at its own costs, obtain and maintain all licence and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

15. INDEMNIFICATION OF GESB CLAIMS BY CONTRACTOR'S EMPLOYEES

15.1 In the event of GESB (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman or employee employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify GESB, its officers or departments against such claim and any costs, charges and expenses in respect thereof,

PROVIDED the same is not caused by the gross negligence or wilful default of GESB, its officers or agents.

COMPENDIUM OF ADDITIONAL CLAUSES (COAC) – For Services WORKS ORDERS

All orders for Services to be supplied under the Contract shall be given from time to time, in writing, by GESB on the appropriate order form (hereinafter referred to as "the Works Order"). All such Works Orders shall clearly state the details and nature of the Services to be supplied and shall also state the amount, calculated at the rates in the Contract that shall become due to the Contractor on the satisfactory completion of all the Services specified on such Works Order. On satisfactory completion of such supply the Contractor shall submit his bill to GESB who shall certify the same for payment to the Contractor at the time and in the manner hereinafter provided.

On receipt of any Works Order the Contractor shall commence performance of the Services referred to therein and complete the same as soon as promised in his tender or otherwise as expeditiously as possible.

SUPPLY OF SERVICES AS AND WHEN REQUIRED GESB

Where GESB has entered into a Contract with the Contractor for the supply of Services as and when required by GESB during the period of time specified in the Contract, the Contract shall be deemed to be a Period Contract for the duration of the period of time specified. Where the Contractor receives, during the period of time specified in the Contract, any Works Order for specific Services specified in the Contract, the Contractor shall proceed to perform the Services in accordance with the Contract.

OPTION TO EXTEND

The Contractor grants GESB the option to extend the Contract for a further period and by the date stated in the Contract. Unless otherwise specifically agreed between the Parties, the purchase made during the extended period shall be subject to the same terms and conditions (inclusive of any amendments), and the Services purchased shall form part of the Services defined in this Contract.

MINIMUM QUANTITY

If the total frequency and extent of any Services to be supplied under the Contract are not specified in the Contract or stated to be merely estimated, GESB shall purchase the Minimum Quantity of Services¹ in accordance with the terms of the Contract². Any statement of the estimated frequency and extent of the Services required during the period of the Contract which may have been given to the Contractor shall be deemed to be approximate only and merely for the information of the Contractor. [GESB agrees not to purchase any items of Services for the purposes stated in the Contract from any commercial source in Malaysia other than the Contractor during the period of the Contract.]

ARBITRATION

¹ The Minimum Quantity should be stated in an Annex to the Contract.

² It is crucial that the "terms of the Contract" clearly specifies the performance schedule for the Services purchased. Please check to ensure that the Contract does specify the performance schedule. This is to ensure that if the Contractor is unable to perform the Services purchased (even the Minimum Quantity of Services) within the performance schedule; GESB would be able to sue for breach of contract.

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Malaysia in the English language by a sole arbitrator in accordance with the AIAC Arbitration Rules 2018 (“AIAC Arbitration Rules”) for the time being in force which rules are deemed to be incorporated by reference into this Clause.

REPLACEMENT OF PERSONNEL

The Contractor shall replace its personnel within fourteen (14) days from the date of written notice from GESB that the said personnel is either:

- technically incompetent in carrying out the Services and all efforts by the Contractor have failed to resolve the issue within the said period; or
- the said personnel is found to be using sensitive information obtained from the Contract for personal benefit.

CONFIDENTIALITY AND SECURITY

Except with the written consent of GESB, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of GESB in connection therewith to any person.

In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from GESB or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of GESB.

The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of GESB.

WARRANTY

The Warranty Period shall commence on the date of acceptance of the Services. The length of the Warranty Period shall be twelve (12) months or such period as agreed in writing.

If any Service performed is found during the Warranty Period to be deficient, the Contractor shall at the written notification of GESB, re-perform the same, at the expense of the Contractor within 5 days, which shall commence from the said notification and end upon the satisfactory completion of the re-performed Service.

TENDER NO: GESB/2021/001

**REQUIREMENT SPECIFICATIONS
- FOR INTEGRATED DIGITAL MARKETING SERVICES**

1 Introduction

About the Tender

- 1.1 Agencies are invited to tender for the integrated digital marketing services as per specifications attached.
- 1.2 This is a Period Contract and the extent of services and quantities are estimated.

2 Pricing

- 2.1 Agencies are invited to quote for the following, by individual brand:

2.1.1 Social Media, Content Management Services

The cost for social media management services according to specifications at Annex 1.

2.1.2 Social Media Content Creation Services

The cost for social media content creation services according to specifications at Annex 2.

3 Conceptualisation and Production of Brand Videos

- 3.1 The cost for the conceptualisation and production of brand videos according to specifications at Annex 3.
- 3.2 GESB reserves the rights to adjust the brands covered under the specifications if necessary.

4 Digital Buys

- 4.1 GESB shall, after giving thirty (30) days prior written notice to the Contractor have the right to suspend or terminate the Contract, without having to give any reason (Annex 4).

5 Website Design & Development, Website Management & Maintenance (Optional Items)

- 5.1 The cost for social media content creation services according to specifications at Annex 5.

6 Termination of Contract

- 6.1 GESB shall, after giving thirty (30) days prior written notice to the Contractor have the right to suspend or terminate the Contract, without having to give any reason.

7 Proposal Enquiry/Submission

- 7.1 GESB is available for any enquiry via telephone or email through the following contact person and number:

Ms Justine Cheah (Marketing & Communications),
Tel: 03-6205 3033 Email: JustineCheah@busybeesasia.com

- 7.2 Tender must be submitted in hard copy through a sealed envelope and into the tender box located at 2nd Floor, Lot15229, Persiaran Dutamas, off Jalan Duta, Sri Hartamas, 50480, Kuala Lumpur by **Tuesday, 20 April 2021 at 3.00 pm.**
- 7.3 GESB reserves the right to reject tenders not submitted in accordance with the instructions as detailed.
- 7.4 GESB reserves the right to award the tender in full or in part.
- 7.5 All documents and materials submitted by the Agency would become the property of the GESB.

SOCIAL MEDIA, CONTENT MANAGEMENT SERVICES SPECIFICATIONS

Validity of Contract	June 2021 – May 2022 (12 months)
Account Management requirements:	<p>There will be an account management team consisting which must include an Account Manager, a Content Manager and Creative Director.</p> <p>Agency must provide the resumes (with a background and track record of all members) of the account management team who will manage the four (4) brands owned by GESB, namely:</p> <ul style="list-style-type: none"> - Odyssey, The Global Preschool - Peter & Jane kindergarten - The children’s house - Small Wonder <p>Total Centres: 23</p> <p>The account management team which consists of the personnel mentioned above has to provide full support for 24/7 during weekdays, within 24 hours during weekends & public holidays (when necessarily).</p>
Liquidated Damages	<p>If the Contractor fails to complete the works by the dates stipulated GESB, the rates as specified below as agreed Liquidated Damages per day for every day the works remain incomplete shall be imposed.</p> <p>RM1,000 for every day the works remain incomplete.</p>
<u>Submission of social media management services proposal</u>	<p>The Agency shall submit a proposal on how the account management team can provide a seamless account management experience to GESB. This proposal should include:</p> <ul style="list-style-type: none"> (a) The account manager of each brand (can be repeated but Agency will need to show that the account manager will be able to handle the accounts assigned to him/her) (b) A proposed communication workflow, including discussion and conceptualisation, edits, approval and timelines for each month. <p>You may be invited to present on the above to GESB.</p>

SOCIAL MEDIA CONTENT CREATION SERVICES AND PRODUCTION SCHEDULE

Validity of Contract	June 2021 – May 2022 (12 months) Agency to quote separately by brand by month for 12 months.
Frequency:	12 x posts a month (3 times a week) for each social media platform, on Facebook and on Instagram There are 8 platforms across four brands owned by GESB (Facebook and Instagram for each brand)
Content creation requirements:	The successful agency shall be responsible for the conceptualisation, design, layout, editorial copy and final artwork for all content posts, including a minimum of 4 posts in moving images format (videos or gif.) for social media. The copyrights of all content will be solely owned by GESB.
Origination	The successful agency will: (a) design and layout all articles including digital advertisements (if any) (b) supply photographs (opportunities will be arranged)

Actions required	Content
Monthly brand meeting	2 weeks before start of following month. Vendor to submit draft line-up of content based on meeting.
Agency to submit full editorial proposal	Within 1 week after monthly brand meeting
Agency to submit visual proposal	Within 1 week after editorial meeting
GESB to revert with comments on editorial and visual proposals	Within 1 week after receiving editorial and visual proposals.
Agency to revert with changes	Within 3 days upon receiving GESB comments
Final confirmation on content	3 days before start of new month

* *GESB reserves the right to adjust and change the above timeline at its own discretion.*

* *GESB reserves the right to award the tender in full or in part at its own discretion.*

BRAND VIDEO, OTHER VIDEO CONTENT & PRODUCTION

Quantity:	<p>1x brand video per brand 1x parent testimonial per brand</p> <p><u>Optional:</u> 3x Little Journalist series for Odyssey The Global Preschool 5x Introduction to Montessori material & activities for The children's house 3x Short school activity clips for Peter & Jane kindergarten 3x Short school activity clips for Small Wonder</p> <p>Please quote separately, per video per brand for each social media platform, on Facebook and on Instagram as well as on website.</p>
Brand Video requirements:	<p>The successful Agency shall be responsible for the conceptualisation, storyboarding, casting (children talents will be provided), direction, production and post-production, securing of venues (outside of any venues owned and operated by GESB, if necessary), captions of videos.</p> <p>The copyrights of all videos will be solely owned by GESB.</p> <p>To produce each brand video in different formats for the two platforms</p> <ul style="list-style-type: none"> - 60 seconds in 1:1 format for Instagram - No more than 3 minutes in 4:5/9:16 formats for Facebook <p>Brand Video for each brand is to be ready for launch within 3 months from awarding of contract.</p>
Submission of Creative Proposal:	<p>Agency to propose a brand video concept for GESB as part of the agency submission. Proposal should not exceed more than two (2) A4-sized pages, including artwork/storyboarding, if any.</p> <p>You may be invited to present your concept and proposals to GESB.</p>

** GESB reserves the right to award the tender in full or in part at its own discretion.*

DIGITAL BUYS

Digital Buys requirements:

The successful agency shall be responsible for the proposal, recommendation and execution of digital buys for social/digital assets across all brands.

Digital buys & services include (but not limited to):

- Google (ie: GDN display ads, GDN text ads, Google responsive search ads, Google dynamic search ads, Interactive Ads)
- Remarketing (Google & Social Media)
- Social Media marketing (FB & IG)
- Programmatic Marketing
- SEO marketing (ie: SEO keywords etc)

Creative Work includes (but not limited to):

- Landing pages for all the centres
- Interactive Ads design for Google & Social Media

Monthly reports of all the digital campaigns run for all brands for analysis and ROI tracking purposes are mandatory.

ROI includes:

- A total of min. 1,680 leads for all brands, all centres for 12 months

Agency to quote separately by brand by month for 12 months.

**GESB reserves the right to award the tender in full or in part at its own discretion.*

**WEBSITE DESIGN & DEVELOPMENT, WEBSITE MANAGEMENT & MAINTENANCE
(OPTIONAL ITEMS)**

Validity of Contract	June 2021 – May 2022 (12 months)
	Agency to quote separately by brand for 12 months.
Website Management & Maintenance requirements:	<p>The successful agency shall be responsible for (and not limited to the below):</p> <ul style="list-style-type: none"> - Day-to-day upkeep of all the four (4) brands' website - Updating the website, plugins and themes (upon approval by GESB) - Creating and storing backups - Monitoring security - SSL Certificate renewal - Optimizing performance including Website Speed Optimisation - Fixing errors - Auditing and/or creating content - Server, website hosting and security - Ongoing SEO - Domain Hosting, hosting server for all websites - Website traffic <p>Specs for Website hosting server:</p> <ul style="list-style-type: none"> - Processors: 4 - RAM: 8GB - Storage: 2TB - Databases: 100 - Database Storage: 500GB - PHP version: 7.4x - Bandwidth: 50TB - Cloud Mirroring - Auto Backup - Full DDos Security <p>The copyrights of all content will be solely owned by GESB.*</p>
Website design & development requirements:	<p>The successful agency shall be responsible for (and not limited to the below):</p> <ul style="list-style-type: none"> - Website design & development that suits the branding, including front and back-end programming and development - User experience design, research & development - Web Content Writing - Web strategy, Tracking & Analysis <p>Agency to quote for 1 website & 4 websites</p> <p>To be ready for launch within 3 months from awarding of contract.</p> <p>The copyrights of all content will be solely owned by GESB.</p>

* *GESB reserves the right to award the tender in full or in part at its own discretion.*

Actions required	Content
Brand meeting	Discussion and brainstorming session. Vendor to submit draft line-up of content based on meeting.
Agency to submit sitemap/wireframe	<ul style="list-style-type: none"> - Within 1 week after the brand meeting - GESB to revert with comments on the sitemap/wireframe - Agency to revert with changes within 3 days upon receiving GESB comments
Agency to submit a content creation	<ul style="list-style-type: none"> - Within 1 week after the confirmation on the sitemap/wireframe - GESB to revert with comments on the content creation - Agency to revert with changes within 3 days upon receiving GESB comments
Agency to submit a design draft of the entire website	<ul style="list-style-type: none"> - Within 2 weeks after the confirmation of the content creation - GESB to revert with comments on the sitemap/wireframe - Agency to revert with changes within 1 week upon receiving GESB comments
Final confirmation on content & designs	<ul style="list-style-type: none"> - Agency to revert with changes within 3 days upon receiving GESB comments
Agency to submit the prototype of the website	<ul style="list-style-type: none"> - Within 1 week after the final confirmation of the design and contents. - GESB to revert with comments - Agency to revert with changes within 1 week upon receiving GESB comments
Testing and the Launch	To launch the website after the final testing has been completed and no issues arise. The Launch includes the planning of launching time and communication strategies.

** GESB reserves the right to adjust and change the above timeline at its own discretion.*

** GESB reserves the right to award the tender in full or in part at its own discretion.*

TENDER NO: GESB/2021/001

**EVALUATION CRITERIA
FOR INTEGRATED DIGITAL MARKETING SERVICES**

The Tenders shall be evaluated based on the following criteria:

- a) Adequacy / completeness in meeting the Contract's specifications and timelines;
- b) Tender price and value for money;
- c) Agencies track record and experience;
- d) Quality and creativity of proposal;
- e) Track record of company in handling similar projects (and shown to be able to deliver a project of this size and nature within the time-frame proposed);
- f) Demonstration of an understanding of the tender's requirements.

TENDER NO: GESB/2021/001

FORM OF TENDER

FOR INTEGRATED DIGITAL MARKETING SERVICES

To : **Global Educare Sdn Bhd**

1 Having carefully examined the following documents: -

- a) Covering letter
- b) Form of Tender
- c) Conditions of Contract for the Supply of Goods and Services
- d) Instructions to Agency
- e) Requirement Specifications
- f) Evaluation Criteria
- g) Declaration of Conflict of Interest form (Form A) and Information on Partnership / Directors (Form B)

I/We.....
(Business/Company Name)

of.....
(Business/Company Address)

hereby offer to supply the Goods and/or Services specified (to the extent which GESB may determine in accepting this Tender) at the price of prices and at the time of times herein stated, in accordance with the said instructions to Agency, Conditions of Contract, and subject to the terms and conditions set out herein at the Total Cost of:

Ringgit Malaysia

.....(RM)

2 The Goods and/or Services shall be supplied in accordance with the requirements set out in the Invitation to Tender including the Conditions of Contracts, Additional Conditions, if any, the Requirement Specifications and other documents of the Invitation to Tender.

3 Our offer is contained in this Form of Tender which shall include accompanying documents, if any.

- 4
- (a) Our tender offer is valid and remains open for acceptance by you for six months from the closing date (“the period”) of the Invitation of Tender.
 - (b) We agree to any subsequent extension of the Period.
 - (c) For the duration of the Period, we shall be bound by the prices offered as set out or referred to in the Invitation to Tender.

5 At your opinion, you shall be entitled to accept our tender in part or as a whole.

6 The Form of Tender, your Letter of Acceptance, the Covering Letter entitled Invitation to tender including the Conditions of Contracts, Additional Conditions, if any, Requirement Specifications and other documents (if any) of the Invitation to tender shall constitute a binding contract between us.

7 We confirm that our Tender fully complies with the requirements of the Invitation to Tender.

8 At your absolute discretion, you may reject any or all tenders. You are not bound to accept the lowest or any tender or assigned any reason for the rejection of any tender.

9 In the event that the Tender submitted by us shall in any way not be in compliance with your Invitation to Tender including the Instructions, Conditions and Specifications you shall have the discretion to disregard the changes made in the Tender submitted by us and treat our Tender as if such changes were not made. Accordingly, your acceptance of our Tender shall be construed as disregarding and excluding such changes.

10 We annex to the Letter of Tender the following:

- a. a list of the names and particulars including, IC numbers/Passport numbers of all the Partners/Directors of our firm/company;
- b. a list of the names and addresses of our bankers;
- c. a full description of our track record;
- d. A full description of our track record with GESB, if any (i.e. jobs awarded in the last 6 months and/or to be completed in the next 6 months).

11 This is to confirm that we do not have a conflict of interest in servicing another client in the Early Childhood industry.

12 We also undertake that we shall forthwith furnish you any further information which you may require.

I/We.....
[Name(s) of Authorised Person(s)] in block capitals

In the capacity of
(Appointment/Designation)

duly authorised to sign tenders for and on behalf of
.....
(Company's Name) in block capitals

do hereby make the above offer.

Dated this day of 2021

Signature :

Name :

Designation :

Signature :

Name :

Designation :

Company Stamp :

Address :

Telephone No. :

Fax No. :

Email Address :

TENDER NO: GESB/2021/001

CONFLICT OF INTEREST DECLARATION FORM (FORM A)

FOR INTEGRATED DIGITAL MARKETING SERVICES

I hereby declare that as of this date,

_____ of
(Name of Company)

(Address)

Dated this _____ day of _____ 2021, are not servicing a client who is in the Early Childhood Industry, which can represent a conflict of interest to **Global Educare Sdn Bhd.**

.....
Signature

.....
Name

.....
Designation

.....
Company Stamp

TENDER NO: GESB/2021/001

INFORMATION ON PARTNERSHIP / DIRECTORS (FORM B)

FOR INTEGRATED DIGITAL MARKETING SERVICES

Name of Company : _____

Company's Registration No. : _____

*I/We furnish particulars of the *partners/directors of my/our company as follow:

No.	Name	IC/Passport No.	Position Held in Company
1			
2			
3			
4			
5			
6			
7			
8			

Date: _____

Signature/Designation

**Delete accordingly*