

GAS MALAYSIA BERHAD
Online Terms
Procurement Portal

Registration Terms and
Conditions of Use

Conditions for Use of Procurement Portal

1 Important

1.1 Welcome

Welcome to GAS MALAYSIA BERHAD procurement portal. This portal is owned and operated by GAS MALAYSIA BERHAD (GMB).

As a registered user of Procurement Portal, you will be able to view bid invitations published by GMB, submit bids, and communicate with GMB's Procurement and Contracts Department.

These Conditions of Use describe the terms that apply to your use of Procurement portal. They apply to those who have completed the registration process, and apply as soon as you clicked on the "I agree" button at the bottom of Vendor Registration Form.

PLEASE READ THESE CONDITIONS OF USE CAREFULLY!

1.2 Who can use Procurement Portal?

Procurement Portal is available only to individuals, companies or other legal entities who:

- (a) are suppliers or potential suppliers to GMB; and
- (b) have been authorised by GMB by means of a unique username and confidential password identifier to access and use Procurement Portal.

1.3 What does Procurement Portal do?

- (a) Procurement Portal is an online system, through which suppliers can register with GMB and where GMB may issue invitations to bid, receive bid submissions from potential suppliers, and communicate with authorised contractors in relation to procurement activities.
- (b) Procurement and Contracts Department will communicate with vendors through Procurement Portal, where possible. However, Procurement and Contracts Department may provide and receive hard copies of documents, if it is deemed necessary.

2 Accessing Procurement Portal

2.1 Technical requirements

In order to use Procurement Portal, you will need to have:

- (a) access to the Internet;
- (b) a working email address; and
- (c) unique username and confidential password, which will be assigned upon registration.

2.2 Technical requirements are your responsibility

- (a) Supply and maintenance of any equipment necessary to enable you to use Procurement Portal (including any hardware and software) and maintenance of an account with an internet access service provider to enable you to use Procurement Portal, is solely your responsibility.
- (b) You must take reasonable steps to maintain the security of your hardware and software and log off Procurement Portal before leaving your computer unattended.

2.3 Updating information

- (a) You may update or change any information you provided to GMB when registering to use Procurement portal, including change of your email address.

2.4 Varying Procurement Portal

- (a) GMB may from time to time at its sole discretion upgrade, alter or modify Procurement Portal or any part of it.
- (b) GMB will post a notice on the Web Site of any change in Procurement Portal, or in any hardware, software or other facilities required to access or use Procurement Portal. This will constitute sufficient notice to you of the change.
- (c) You are solely responsible for making the necessary upgrades, alterations or modifications to your systems, hardware, software or other facilities to ensure your continued access and use of Procurement Portal.

2.5 Termination or suspension of access

GMB may suspend or terminate your access to Procurement Portal if:

- (a) it reasonably believes that it was induced by fraud or misrepresentation by you (or any other person) to grant use of Procurement Portal or issue an Identifier;
- (b) it reasonably believes that there has been fraud or misrepresentation with respect to the use of Procurement Portal;
- (c) it reasonably believes that the continued use of Procurement Portal may cause a loss to GMB or will cause to be in breach any applicable law; or
- (d) at any other time in its sole discretion.

3 Consent to electronic transactions

3.1 Consent to electronic communication

You agree that:

- (a) GMB may communicate with you via Procurement Portal and via electronic mail, as GMB considers appropriate;
- (b) a document in electronic form (in Procurement Portal or otherwise) has the same effect as a written document, and is considered to be “in writing”;
- (c) information given via electronic communication (via Procurement Portal or otherwise) has the same effect as if that information was in written form, and is considered to be “in writing”;
- (d) that a document or any other information is authentic or binding on the ground that the document or other information was transmitted or generated electronically; and
- (e) the Messages Log is evidence of all Messages between you and GMB transmitted through Procurement Portal or generated by Procurement Portal.

3.2 Authentication

You acknowledge that:

- (c) you are solely responsible for all operations conducted on Procurement Portal (including any Messages that are sent or generated) using your Identifier; and
- (d) GAS MALAYSIA BERHAD is entitled to presume that you have sent any Message that originates from, or is sent or generated using, your Identifier, and those Messages are valid and binding on you.

4 Formation of contract

- (a) No contract is created through Procurement Portal unless GMB expressly accepts your offer by notifying you directly in the manner specified in clause 7.
- (b) No contract is created through Procurement Portal by your acceptance, or by any document being received by GMB (via Procurement Portal or otherwise).

5 Invitations to bid

- (a) GMB may at any time invite potential suppliers to submit an offer for the supply of goods and services through Procurement Portal or via some other medium. (RFP Invitation)
- (b) A RFP Invitation is not an offer or acceptance by GMB, but is only an invitation to treat from GMB to potential suppliers.
- (c) GMB may at any time issue addenda to the RFP Invitation through Procurement Portal, which may vary the RFP Invitation.
- (d) You may, in response to the RFP Invitation, submit an offer to GMB through Procurement Portal within the GMB specified in the RFP Invitation.
- (f) All bids are subject to and must comply with GMB standard RFP Criteria and are governed by standard terms and conditions applying to the bid process. If a RFP Invitation does not specify the terms and conditions that are to apply to the contract, the RFP invitation shall be deemed to incorporate GMB Purchase Order Terms and Conditions and your bid will be deemed to be subject to those terms and conditions.
- (g) GMB may at any time, in its sole discretion, withdraw a RFP Invitation by notice on Procurement Portal.

6 Acceptance of Bids

- (a) If GMB decides to accept your bid, it will convey its acceptance either in the form of Electronic Message via Procurement Portal, or by issuing a formal notice of acceptance in the form of Purchase Order.
- (b) GMB may disregard any bid that is submitted after the GMB specified in the RFP Invitation regardless of whether the delay in submitting the bid was caused in whole or in part by any unavailability of Procurement Portal, interruption in the access or use of Procurement Portal or any other factor attributable to Procurement Portal.

7 Other terms apply

7.1 Other terms

These Conditions of Use apply in addition to:

- (a) the Electronic Business Conditions;
- (b) the general terms of use of the Web Site, including any disclaimers set out on the WebSite;
- (c) the conditions of bidding contained in, or referred to in, any RFP Invitation

7.2 Your acknowledgement

You acknowledge that you have read and understood:

- (a) the Electronic Business Conditions;
- (b) the general terms of use of the Web Site (including any disclaimers)

7.3 Priority of terms

These Conditions of Use will prevail over:

- (a) the Electronic Business Conditions to the extent of any inconsistency, notwithstanding anything to the contrary in the Electronic Business Conditions.

- (b) the conditions of bidding contained in, or referred to in, any RFP Invitation, unless the RFP Invitation is specifically expressed to prevail over these Conditions of Use; and

8 Availability of Procurement Portal

- (a) As electronic services are subject to interruption or breakdown, access to Procurement Portal is offered on an “as is” and “as available” basis only.
- (b) GMB does not guarantee that the Procurement Portal or the Web Site will be free from viruses, or that access to the Web Site or Procurement Portal will function as intended or be uninterrupted.
- (c) GMB may limit or restrict the use you may make of Procurement Portal.
- (d) For security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Conditions of Use by you, GMB may withdraw Procurement Portal at any GMB and without notice or liability to you.

9 Data Security

9.1 Confidentiality of Information

GMB will take all reasonable precautions to protect information on Procurement Portal from misuse and loss and from unauthorized access, modification or disclosure, during transmission to GMB or while stored on Procurement Portal. But you acknowledge that:

- (a) the security of the information that you submit to GMB through Procurement Portal cannot be guaranteed; and
- (b) GAS MALAYSIA BERHAD will not be liable if information stored in Procurement Portal is disclosed to somebody other than you.

9.2 Data backups

- (a) GMB may back up data stored in Procurement Portal for its own purposes only.
- (b) You should be responsible to backup the information sent or generated using your Identifier, and all Messages sent to you by GMB.

- (c) GMB is not obliged to provide you with a copy of any Message or other information that you store on Procurement Portal.
- (d) GMB will not be held liable for any loss of any of your information.

10 Accuracy of content

While reasonable steps have been undertaken to ensure that information is free from error, GMB makes no warranty that:

- (b) the content on Procurement Portal will be error-free, accurate, adequate or complete; or
- (c) the quality of any information available through Procurement Portal will meet your expectations.

You should check the accuracy and completeness of all Messages and other information on Procurement Portal yourself.

11 Viruses

- (a) GMB cannot guarantee that Procurement Portal and any other information or material contained in, downloaded from or accessible to you via Procurement Portal, will be free from computer viruses or any other defect or error which may affect your software or systems. To protect your software and systems we suggest you install and implement your own system protection software.
- (b) Your transmission to GMB will be examined for known viruses using the GMB standard operating environment scanning and detection tools. If a virus is detected in your transmission, the transmission may be rejected and will be deemed not to have occurred.
- (c) You are advised, where a transmission failure has occurred, to clean and resubmit the transmitted data. GMB accepts no liability if your transaction fails due to viral problems.

- (a) .

12 Information and Messages

You warrant that all Messages and other information that you give to GMB , or that is given on your behalf, in relation to Procurement Portal or these Conditions of Use is or will be:

- (a) complete, accurate and not misleading in any way; and
- (b) transmitted or sent by such persons as are duly authorised by you to transmit or send the Messages and information, and you agree that GMB is under no obligation to check Messages or other communications sent by you or on your behalf to ascertain their completeness, truthfulness or accuracy.

SAMPLE