

TENDER FOR THE PROVISIONING OF CONSULTANCY SERVICES ON THE NATIONAL DIGITAL IDENTITY (ID) FRAMEWORK FOR MALAYSIA

Questions & Answers

Scope of Works

No	Questions	Answers
1	In case the tenderer will successfully adjudicate the bid, will the tenderer be excluded from future projects regarding the implementation of the National Digital Identity Framework and relevant systems, or will the tenderer be able to participate in the related tenders/projects that might be issued?	MCMC do not restrict the successful tenderer for this tender to participate in the future implementation or other related tenders/projects.
2	<p>39.7 Current Challenges</p> <p>39.7.1 Duplication of Effort: Every digital service provider from both the public and private sectors is establishing their own Digital ID system to serve their own customers</p> <p>Can we get a tentative list & diversity of such digital service providers, other than Mykad, which shall help in resource, time and cost estimation in proposing timeline, approach & also financial?</p>	Digital service providers in this context range from Government online services both at the Federal and state levels including local authorities to digital services provided by the private sectors such as financial institutions, telcos, e-health platforms, e-commerce platforms, fintechs, credit rating bureau, transportation e-services and so forth.
3	<p>39.9 Aspiration for the National Digital Identity</p> <p>39.9.1 The need to compete in the digital world;</p>	<p>The NDI is aspired to support the robust growth of Malaysia's digital economy by facilitating:</p> <ul style="list-style-type: none"> • businesses to be competitive in their services provisioning by leveraging on e-platforms • government digital services to be improved in terms of efficiency, timeliness, paperless, faceless that can increase Malaysia's ranking for example in EGDI and business friendliness

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4	<p>39.9 Privacy-enhancing and Consent-based and legally binding - Does this mean that the Successful Tenderer is to, also, consult on how legally binding is the proposed National Digital Identity on individuals? What other aspects of legal binding-ness is expected?</p>	<p>The legal binding aspect of the National Digital ID should be explored during the contextual analysis and a baseline could be proposed for Public Consultation.</p>
5	<p>40.1.3 Deliverable 3 on National Digital ID policy, legal and regulatory framework and take into consideration existing laws such as but not limited to the National Registration Act 1959, Personal Data Protection Act 2010 and Digital Signature Act 1997. Recommending amendments or harmonisation to existing laws where required or introduce an overarching law if need be - Are we expected to consult on possible amendments or changes to these existing laws in Appendix I, in light of the proposed National ID? If we are, are we also expected to provide a draft of the Amendment Bill or mere recommendations would suffice?</p>	<p>Identify and recommend provisions in the relevant laws that need to be amended / harmonised to enable the National Digital ID implementation and facilitate adoption. Nonetheless draft texts for the amendment of the relevant laws could be suggested.</p>
6	<p>40.2 - We understand that this will be consultancy projects that involves multiple potential stakeholders and opinions from these critical stakeholders might impact the results of analysis. Considering the tight timeline proposed, will there be any contingent timeline allowed in events that meetings are not able to set up and resulting in minor delay in some of the milestones while the deadline of whitepaper delivery (i.e. deliver the engagement within 10 months) is still on time?</p>	<p>MCMC will decide on this when we cross the bridge.</p>
7	<p>41.1 - While MCMC would like to take successful use cases from other jurisdictions, tenderer might often draw resources from different countries to participate. Does MCMC allow some representatives to attend the meetings via video conferencing while local representatives to meet with MCMC whereas required?</p>	<p>Key senior principal resources should be accessible and physically present whenever required by MCMC so as to enable in depth advice can be given in all aspects stipulated in the Tender Document.</p>

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8	41.3 – Does MCMC have any 'aspirational jurisdictions' that MCMC keen to benchmark?	May benchmark with countries that have successfully implemented/ launched National Digital ID initiative in the APAC region, MENA region, North Africa, and Europe, preferably with countries which have similar peculiarity to Malaysia's scenario.
9	<p>41.3. The Successful Tenderer will be expected to provide advice, options and recommendations in all aspects of the matters under the Consultancy. In this regard, MCMC seeks to benefit from the Successful Tenderer's previous experience in doing similar Consultancy for its clients in other jurisdictions.</p> <p>What is the evaluation Matrix, score for experienced resources who did similar Consultancy for its clients in other jurisdictions & projects and score for the company having done the similar work in other jurisdictions and projects?</p>	It is a significant criteria in the evaluation.
10	41.4. Is there any standard MCMC's template for written recommendations, assessment and Reports?	Abstain.
11	<p>42.1. The Tenderer should be a reputable firm with proven track record and vast global experience in the area of National Digital Identity (ID) implementation.</p> <p>If we did similar consultancy while in a partnership (as JV or Sub-Contractor) are, we still eligible?</p>	Tenderer should decide on their best option. Our concern is to get experts with vast global experience in the National Digital ID realm.
12	42.4. In terms of reference, can the proposed resource of the consortium partners outline previous projects from former organisations in different jurisdictions/outside Malaysia?	Yes.
13	In regards to point 42.5, will the professionals be required to work in Malaysia, or will they be allowed to work offshore from their respective countries?	The professionals will be required to work in Malaysia during the duration of the project as this signifies their commitment to the successful completion of the national project.

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14	<p>42.5. The Tenderer shall provide minimum four (4) qualified and competent personnel comprising of digital identity experts and other relevant fields who have knowledge and experience in the Identity and Access Management (IAM) projects at national level including Director(s)/Senior Principal Consultant(s) with no less than fifteen (15) years of experience to carry out the Consultancy on a full-time basis. The personnel must be proficient in English, both in written and spoken, and is able to carry out presentations and produce well- written papers and reports that are comprehensible.</p> <p>For Digital identity experts is there any Mandatory requirement in Qualification & experience? Does minimum four implies to four digital Identity experts? What are the positions from other relevant fields, how many? What's the evaluation matrix for experts?</p>	<p>They can comprise of IAM experts and other expertise relevant to the successful National Digital ID implementation i.e. policy, regulatory, security etc.</p>
15	<p>Appendix I</p> <p>What is the current archetype model in Malaysia based on MCMC self-assessment and observation? Are we correct to assume it's decentralised, hybrid or (work in progress)?</p>	<p>Malaysia has yet to implement a National Digital Identity. The study is supposed to recommend the archetype for Malaysia.</p>
16	<p>Appendix I</p> <p>(b) National MyKad Infrastructure and Other Existing Digital ID Systems</p> <p>(I) What should be the role of the MyKad infrastructure in the context of the National Digital ID Framework, as national digital ID won't be replacing MyKad and will be fully optional and separate.?</p> <p>Is it necessary for any role of MyKad or using its infrastructure Or any future provisions to integrate or assimilate MyKad in National Digital ID?</p>	<p>This should be one of the aspects that needs to be analysed. The MyKad is a mandatory document to prove Malaysian citizenship. The National Digital ID is not meant to replace the MyKad. It potentially can be leveraged as a source of truth.</p>

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17	<p>Appendix I</p> <p>(j) Interoperability</p> <p>(ii) Standards play an important role in ensuring the effectiveness of interoperable digital identity systems. The lack of common standards may lead to using proprietary technology which in turn results in technology or vendor lock-in in the digital identity systems.</p> <p>As per above statement, will the Consultants be guided to recommend open standards a necessary requirement?</p>	<p>This can be an option.</p>
18	<p>Appendix I –</p> <p>Technology (i), (ii) and (iii) – distributed ledger, blockchain and multimodal biometrics; we learned that Privacy by Design (PbD) and Security by Design (SbD) is key towards deploying such technologies and potentially to future proofing emerging technologies. Have the stakeholders in Appendix J deployed PbD and SbD? If yes, which stakeholders and what's the maturity level of interoperability amongst the stakeholders (including but not limited to industry and civil groups in Appendix K)?</p>	<p>These technologies can be further explored on their suitability for deployment in the National Digital ID implementation.</p>
19	<p>Appendix I – Re; Economic and Sustainability Model – CapEX and OpEx – From the broader picture perspective, is this project budgeted in Malaysia Budget 2019, or to be added in Malaysia Budget 2020 (as the forthcoming budget will be tabled in the Parliament on 11th October)? Importantly, what's MCMC budget for the project? (so that the Consortium partners are able to propose competitive price/quote)</p>	<p>Abstain.</p>

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20	General question Any requirements to conduct background check if the proposed resource is non-Malaysian? If yes, what are the requirements?	For evaluation purposes we will assess based on the CVs submitted. Due diligence will be conducted if required.
21	General question Data Benchmarking - Benchmarking with various international jurisdictions such as vision, mission, policies could be performed with the right resources being accessed. While the consulting firm might purchase some high level data, some actual forecast and budgets are usually proprietary to the local jurisdiction. Does MCMC expect the successful tenderer to provide all sorts of benchmarking data whereas available or MCMCs could also help to obtain some readily available data?	We expect the consultant to provide the data resources.
22	What is the form and criteria of acknowledgement that each deliverable (1-5) to be deemed as accepted and who are the stakeholders involved i.e. how many decision maker would be earmarked from each agency?	The acceptance of the report will be at MCMC level after consultation and endorsement by a Taskforce which consists of key stakeholders.
23	For project personnel to be part of this consultancy engagement, is there any mandate or restriction of nationality?	No.
24	For amendment of law if required, tenderer assumes this is out of the stipulated time frame in Table 2 and independent of completeness of deliverable.	Yes.

General

No	Questions	Answers
1	Can tenderer request to have face to face tender clarifications with MCMC?	All clarification shall be managed via email to tender@mcmc.gov.my
2	If tenderer participates in this consultation service tender; can tenderer also participate for the implementation service tender later on?	Yes.
3	Will MCMC announce the bid winner (transparently) and provide detailed feedback for the non-successful bidders?	MCMC will only announce the successful tenderer bid through the MSMAART web portal once the tender award process has been completed. The unsuccessful bidders will be notified through a letter to return the tender deposit.
4	Requests for tender submission deadline extension.	After consideration, the tender submission deadline is maintained as it is.
5	5.1. Any clarification regarding the Tender shall be uploaded onto MCMC's website. The period for queries and clarifications shall end at 5.00 pm on 12 September 2019. Is it ISD time, or Malaysian Time	Malaysian time.
6	6.1. The tender submission shall be prepared in the manner prescribed herein, and shall be submitted at the place stipulated in subparagraph 7.12 below, on or before 12.00 noon on 19 September 2019. Is it ISD time, or Malaysian Time	Malaysian time.
7	7.3.2. Financial Submission (vi) Appendix C, which includes the following documents: (c) One (1) copy of the Tenderer's audited financial statement for the last three (3) years; (d) One (1) copy of the Tenderer's certified bank account statement for the last three (3) months OR credit facility provided by the financial	The tenderer shall provide all the required documents as stated in the said paragraph.

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	<p>institution; (e) Financial details of the Tenderer (Please use 'Form C' as provided in the Tender Document); (f) Confidential reports from the relevant financial institutions related to the financial status of the Tenderer by using the said financial institution's letterhead (sample for the said form is provided in 'Form CA');</p> <p>What is the minimum eligibility of the firm or consortium of firms to qualify? Shall the evaluation matrix assign certain score to these figures, such as Gross Turnover, Bottomline, Cash Flow, Debt/Equity Ratio?</p>	
8	<p>13.1. The Tenderer may be required to give a presentation, demonstration or trial regarding its proposal to MCMC.</p> <p>Will there be a shortlisting of Tenderers for inviting to present, demonstrate, or shall all firms be invited?</p>	<p>Unless required, MCMC shall inform the tenderer for any presentation, demonstration or trial regarding the tender.</p>
9	<p>14.8. "The Tenderer shall be required to disclose any commercial relationships or interests the Tenderer or any of its directors, partners and/or employees may have, for the past three (3) years, with any entity in Malaysia whether or not related to the Tender's scope of work. The disclosure shall be made as part of Appendix C of the Tender Document."</p> <p>As we are involved in various govt projects, do we have to disclose all of them? If we have already signed a non-disclosure agreement then will it not violate the NDA? (Ref - 21.1.). And if we work/ have worked as JV or subcontractor then is it still applicable to disclose? Should we disclose our partners and subcontractors too?</p>	<p>The tenderer shall disclose any information (whether the tenderer have worked as JV or subcontractor) that is not confidential and violate the non-disclosure agreement signed with the other entity.</p>
10	<p>21.4. By making the tender submission, the Tenderer agrees that MCMC may, for the purpose of carrying out the tender evaluation, copy, use and disclose any documentation or information (whether in written, oral or electronic form) provided by the Tenderer.</p>	<p>For the purpose of Section 21.4, MCMC shall has no obligation to inform the tenderers.</p>

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	Can MCMC inform the respective tenderer, the section of contents copied and circulated? Can it safeguard the information after the evaluation is complete?	
11	<p>26.1.5. In its evaluation and assessment of the tender submissions: (i) Apply such criteria as MCMC considers fit and give such weighting to that selection criteria as may be determined by MCMC (in its absolute discretion);</p> <p>Can the Evaluation Matrix be made available prior to the tender submission? This is absolutely necessary in rightly balancing the different skilled resources, consortium partners, and cost</p> <p>What's the formulae in evaluation? Quality & Cost (QCBS), Or Only Quality?</p>	Not relevant to be disclosed.
12	<p>27.2. The performance bond shall be valid throughout the Consultancy period and an additional three (3) months after the acceptance by MCMC of the final and full completion of the Consultancy, to the satisfaction of MCMC.</p> <p>As this is a Consultancy assignment, we suggest that the performance bond may be released immediately with the acceptance of last deliverable (White Paper).</p>	Paragraph 27.2 shall be applicable for the purpose of this tender.
13	<p>29.2. The payment schedule shall be as follows: & 40.4 The Successful Tenderer shall be required to obtain endorsement from the MCMC for the output of every deliverable prior to the disbursement of payment in accordance with the payment schedule stipulated in</p> <p>After submission of the milestones/ deliverables, within how many days MCMC shall accept the same? And, after how many days of the acceptance of deliverables, the payment shall be released?</p>	The Tenderer will be advised accordingly after the award been made.

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14	<p>30.1. The Successful Tenderer shall not assign or transfer its benefits, rights or obligations related to the Consultancy, as specified in the Agreement, or any part thereof, for any purpose whatsoever, nor engage any subcontractor to perform any part of the Consultancy without the prior written consent of MCMC.</p> <p>Is there any objection regarding appointment of subcontractor or rules preventing sub-contractor if we declare the name of the sub-contractor it in tender application itself?</p>	<p>Paragraph 30.1 shall be strictly adhered to.</p>
15	<p>37.4. MCMC shall be entitled, without prejudice to its rights and remedies under the law, to appoint a third party to complete the Consultancy and all costs and expenses reasonably incurred by MCMC in this regard shall be payable by the Successful Tenderer, non-payment of which shall be a civil debt due to MCMC and shall be recoverable upon demand.</p> <p>What shall be methodology & due diligence to assess the reasonable costs? Is there any institutional mechanism to do that? Can this be clarified before the tender submission, or after tender submission, before signing of contract?</p>	<p>This will be clarified after the tender submission and before the signing of the contract.</p>
16	<p>37.5. Without prejudice to subparagraph 37.4 above, if the Agreement is terminated by MCMC pursuant to any of events specified hereinabove, MCMC shall be entitled to claim for any and all loss, damages, expenses and costs that may be suffered by MCMC as a result of the termination.</p> <p>What shall be methodology & due diligence to assess the reasonable costs? Is there any institutional mechanism to do that? Can this be clarified before the tender submission, or after tender submission, before signing of contract?</p>	<p>This will be clarified after the tender submission and before the signing of the contract.</p>