

## REQUEST FOR PROPOSAL

<b>RFQ Date:</b> 20 <sup>th</sup> June 2025	<b>RFQ Number:</b> TBA	<b>Bid Close Date:</b> <b>10<sup>th</sup> July 2025</b>
<b>Subject:</b> Professional Employer Organization (PEO) Services	<b>Delivery Date:</b> 2 years + 1 year	<b>Delivery Place:</b> <u>WorldFish, Penang</u>

Dear Sir / Madam,

World Fish (WF) is pleased to invite you to tender for the Work/Services as per the following conditions and attachments contained below.

1. **Scope of Work**
2. **RFQ Particulars**

By submitting a quotation, the Tenderer accepts and agrees to comply with these requirements.

### 1. Scope of Work:

No	Line Description
1	WorldFish would like to request a proposal for Professional Employer Organization (PEO) Services. We invite suppliers to submit proposals based on the attached Scope of Work (SOW).

### 2. RFP Particulars

#### **Bid Submission:**

Tenderers are required to submit their quotation/proposals online in two (2) distinct folders.

Please indicate clearly your company name in the email title

- a) One folder containing (1) copy of Commercial offer
- b) One folder containing (1) copy of technical offer
- c) Please send separately technical and commercial offer to [wfprocurementrfx@cgiar.org](mailto:wfprocurementrfx@cgiar.org)

Tenderers are requested to submit the quotation in formal company Letter Head with stamped and signed by the authorized signatories.

**Technical Evaluation Criteria:**

These are the main technical criteria that would be used for the evaluation but not limited to and please also refer to the SOW.

- a) Company Profile and Relevant Experience/References
- b) Project Methodology and Approach to the Scope of Work (Including Service Level Commitments)
- c) Geographic Coverage and Jurisdictional Capabilities
- d) Service Delivery Model (Including Delivery Framework, Quality Assurance, and Governance)
- e) Core Service Capabilities (Essential Services)
- f) Value-Added Offerings (Desirable Services)

**Bid Close Date:**

Any quotation received after the bid close date and time indicated above may be rejected.

**Price Validity:**

Your quote should be valid for 60 days from the bid closing date.

**Payment Terms:**

30 days from the date of delivery and submission of invoice to Finance Directorate.

The costs incurred by the tenderer for the preparation and submission of their tender will be borne by the tenderer and not by WF, unless otherwise stipulated.

**Our Contact person:**

If you have any questions concerning this enquiry, please contact in writing to [wf.procurement@cgiar.org](mailto:wf.procurement@cgiar.org) no later than 2nd July 2025 before 12pm. All correspondence and/or inquiries regarding this solicitation shall reference the RFP number in the subject line. No phone calls or in-person inquiries will be entertained; all questions and inquiries must be in writing. Kindly send us a regret letter with a reason if you are unable to provide a quotation.

Thank you for your interest in working with World Fish.

Prepared by,  
Kalahdevi Muniandy  
Procurement Department

## **TERMS AND CONDITIONS OF PURCHASE ORDER:**

### **1. DEFINITION**

"Goods" means articles or materials or services which the Buyer agrees to buy or obtain from the Seller.  
 "Price" means the price for the Goods specified by the Buyer.  
 "Buyer" means ICLARM (also known as WorldFish).  
 "Seller" means the person, firm or corporation from whom the Goods or service has been ordered.  
 "Purchase Order" or "Order" means an offer by the Buyer to purchase Goods from the Seller pursuant to these conditions.

### **2. ACCEPTANCE**

The following conditions shall apply to all contracts for the purchase of Goods subject to the terms of particular transaction and subject to any variations agreed by the Buyer and the Seller in writing through their respective authorized signatories. The Seller's acceptance of this Purchase Order shall be acknowledged by returning the signed acknowledgement copy to the Buyer within 14 days of the date hereof. The Buyer is not bound by any provisions, printed or otherwise, at variance or in addition to the terms of the Purchase Order, unless agreed to in writing by the Buyer.

### **3. CHANGES**

The Buyer reserves the right at any time before delivery to vary the Purchase Order. However, no additional charges shall be imposed for such variations unless authorized in writing by Buyer. In such event, the variation of the Purchase Order shall constitute a counter offer and the Seller shall be deemed to have accepted the variation unless the Seller notifies the Buyer to the contrary within 5 working days. Variation of price stipulated in the Order or extensions of time for delivery requests from Seller shall not be binding on the Buyer unless evidenced by an Amended Purchased Order issued subsequently and signed by Buyer.

### **4. ADDITIONAL CHARGES**

No charges shall be allowed for taxes, insurance, import duties, transportation, boxing, crating, drayage or storage unless such charges are agreed to and are stipulated in this Order.

### **5. QUANTITIES**

It is the Seller's responsibility to deliver the exact quantity of goods stipulated in this Order. No variation in the quantities specified herein will be accepted as compliance with this Order, except by prior written or expressed agreement. The Buyer reserves the right to reject any delivery that is not as per the details specified in the Purchase Order at the Seller's expense.

### **6. DELIVERY**

The Seller shall ensure that the Goods are delivered to the Buyer's address on the date specified in the Order in good condition and in compliance with the Order. The quantity and description of the Goods shall be as set out in the Purchase Order. If any term of the Purchase Order is breached, the Buyer shall be entitled to return the Goods upon receiving them and to terminate the Order forthwith without incurring any further liability. The Seller shall indemnify the Buyer for all expenses resulting from late delivery or poor performance in quality. The Buyer also reserves the right to return the Goods that are delivered in advance of schedule.

### **7. INSPECTION**

All deliveries to the Buyer of Goods shall be subject to final inspection and acceptance by the Buyer. Any initial inspection performed by the store or security or Buyer on receipt of Goods is a conditional acceptance only and this shall not constitute a waiver of right of the Buyer to reject such Goods during final inspection, or during their installation or testing.

### **8. TITLE AND RISK**

Unless otherwise agreed the title and risk of the Goods shall remain solely with the Seller until the Goods have been delivered to the destination specified in the Purchase Order, inspected and accepted by the Buyer.

### **9. DOCUMENTS**

All deliveries of goods must be accompanied by Certification, Test and Calibration Data showing environmental and reliability standards where applicable, two copies of DO, invoices, packing list and other relevant documents. Part Nos. and PO Nos. must be quoted on the documents at all times.

### **10. WARRANTY**

By accepting this Order, the Seller hereby warrants that:-

- i) Goods and services to be furnished herein will be in full compliance with the Buyer's samples, specifications, drawings and date, and will be fit for the purpose or uses intended by the Buyer.
  - ii) All articles, equipment and machinery furnished to the Buyer, and their installations and set up shall comply with safety and health requirements under respective Laws of the host country.
- Any Goods and services furnished that are not within warranty may be returned by the Buyer at the cost and expense of the Seller.

### **11. PATENTS AND COPYRIGHTS**

The Seller warrants that neither the sale nor the use of Goods or services will infringe any local or foreign patent, trade mark, trade name or registered design and shall indemnify the Buyer from all actions, costs, claims, demands, expenses and liabilities resulting from any actual or alleged infringement. The Seller shall defend or assist in the defense at their expense of any proceedings which may be brought in that connection.

### **12. PUBLISHING**

The Seller shall not release any advertising copy mentioning the Buyer or quoting the opinion of any of the Buyer's employees unless such copy is approved by the Buyer in writing before such release.

### **13. ASSIGNMENT/SUBCONTRACTING**

The Seller shall not:-

- i) assign any order, interest herein or any rights hereunder or
- ii) subcontract any work to be performed hereunder, without the prior written consent of the Buyer.

### **14. DEFAULT**

Seller shall be deemed to be in default of performance of the Purchase Order for any action, or failure to act, constituting a breach of contract at law, including but not limited to:-

- i) The Seller's failure to deliver the goods in compliance with the delivery schedule; or
- ii) The Seller's failure to comply, within 15 days of having received written notice from the Buyer, with any other provisions of the Purchase Order, which resultantly endangers the performance of this Order.

A notice of default will be given by the Buyer to the Seller. If the Seller is in default, the Buyer may terminate this Order, or any part thereof, and may avail of all rights and remedies provided by Law or under this Order, including but not limited to the procurement of similar goods from other suppliers, on such terms and conditions as Buyer determines to be appropriate, and charging the Seller for any excess cost thereby incurred, in addition to any other damages suffered by Buyer as a result of the default. The rights of Buyer under this clause shall be in addition to any other rights provided by Law or by this Order.

### **15. INSOLVENCY**

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, or in the event of the appointment, with or without the Seller's consent of an assignee for the benefit of creditors or of a receiver, the Buyer may elect to cancel any unfulfilled part of this Order without further loss or liability.

16. FORCE MAJEURE

Where fulfillment of the Buyer's obligations under the Purchase Order is prevented as a result of force majeure, which is used herein to mean any Act of God, such as wars, blockades, insurrection, riots, epidemics, floods, civil disturbances, explosions and other similar events not within the control of the Buyer and which, by the exercise of due diligence, the Buyer is not able to overcome, the Buyer shall, upon giving notice thereof to the Seller, be relieved from all obligations incurred under the Purchase Order.

17. APPLICABLE LAW

The construction, validity and performance of the Order shall be construed interpreted, applied and governed, in all respects, by the law of the respective host country.