



in collaboration with
MIT Sloan Management

REQUEST FOR PROPOSAL

**FOOD & BEVERAGE OPERATIONS
& BANQUETING SERVICES**

Asia School of Business

Issue Date: 27th July 2020

**Closing Date/Time: 6th August
2020 @ 6.00pm**

Background:

ASB is a graduate business school established by Bank Negara Malaysia (BNM) in 2015, in collaboration with MIT Sloan School of Business and based in Kuala Lumpur. ASB offers both degreed and non-degreed programs to serve regional and global needs for business talent and leaders in the emerging world. The Asia School of Business is established under the ASB Management Sdn. Bhd., a company incorporated in Malaysia and is a wholly owned subsidiary of Bank Negara Malaysia.

Whilst the school is already in operation, ASB's New Campus is under construction and targeted to complete in 2020. The New Campus sits on approximately 22 acres of land along Jalan Dato' Onn in Kuala Lumpur, adjacent to the Stesen Komuter Bank Negara. The buildings in the New Campus consists of 2 main components: Academic Block and Residential Block. ASB's new campus is owned by BNM where ASB is the tenant under a Lease Agreement and has been granted the right to grant licences to any other parties in connection with the provision of food and beverage facilities.

ASB invites prospective Operators from the food and beverage service and management industry to submit their proposed business model to provide the Food & Beverage Operations for ASB's New Campus.

More information on the Asia School of Business can be found at www.asb.edu.my.

Key Dates:

- Launch of Request for Proposal 27th July 2020
- Expression of interest and submission of NDA 31st July 2020
- Bid Clarification request 4th August 2020
- Proposal submission deadline 6th August 2020
- Proposal pitch dates Week of 10th August 2020
- Commencement of operations ASBR café lounge – As soon as possible
ASBA main dining– 1st Jan 2021
(subject to handover of CPC)

Key Deliverables:

The selected operator will be commissioned to provide the Food & Beverage Operations for ASB's New Campus.

ASB's current Academic Calendar is as below:

PROGRAM	CALENDAR	CLASS HOURS
MBA (2-YEAR)	Mid-August – Mid-May	8:50am-5:00pm
MASTERS IN CENTRAL BANKING	Mid-June – End May	8:50am-5:00pm
EXECUTIVE EDUCATION COURSES	Throughout the year	8:30am-5:30pm

Staff of 100+ are present all year round, independent of student schedule. Furthermore, several thousand employees of Bank Negara and AICB are within a short walk of the ASB campus. See Appendix A for more detailed information on market sizing.

As ASB also hold several events throughout the year, operators are to be able to provide Banqueting Services. However, the supply of services for events is not exclusive to any operator and ASB is at liberty to use external vendors for events, though Operators would be given the first right of refusal, subject to meeting specifications set by ASB.

For estimated population and an illustrative list of events, please refer to Appendix A. ASB's new campus food & beverage outlets are also open to the public.

The buildings in the ASB's New Campus consists of 2 main buildings (Residential Block and Academic Block) with multiple outlets and kitchens (refer to Appendix B and C for Floor plans). However, only the Academic Block Main Dining and the Café Lounge at Residential Block are

open for this current bid. It is mandatory for all operators to bid for the Academic Block's main dining and kitchen.

Block	Outlet	Size/ Capacity
Academic Block	Main dining with attached kitchen at Level 1 and Main Kitchen at Basement 1	Capacity of 387 pax, 12,724 sqft, main kitchen size of 15,294 sqft
Residential Block	Café Lounge with attached kitchen in Block C Level 1	Capacity of 32-36 pax, Lounge size 1,840 sqft, Kitchen size 450 sqft

We expect the operator to provide a detailed business model proposal that includes the below:

1. Outlet selection (refer to Appendix D1 and D2)
2. Opening hours for each outlet taking into account ASB's hours of operations. At a minimum (but not limited to) cater for
 - Academic block: breakfast, lunch, hi tea/early dinner
 - Residential block Café Lounge: breakfast & dinner
3. Proposed menu and concept
4. Proposed pricing and payment options (to submit pricing as part of commercial proposal)
 - Standard pricing, and
 - ASB Community Discount for ASB faculty, staff and student
5. Banqueting menu and pricing (to submit pricing as part of commercial proposal)
6. Others
 - Company Experience and Track Record
 - Management Team Experience
 - Proposed Organization Chart for Service Execution
 - Banquet Service Experience (if applicable)
 - ASB investment (if applicable, to submit as part of commercial proposal)

General terms:

- 1) Period of agreement
 - a) For Academic Block: Handover upon CPC, target operations is tentatively January 2021 (subject to confirmation); Licence start date is 1st January 2021 (subject to confirmation), for a period of until 31 Dec 2023 plus 3 years option (subject to Lease Agreement being renewed)
 - b) For Residential: To propose commencement date, for a period of until 31 Dec 2023 plus 3 years option (subject to Lease Agreement being renewed)

- 2) Service Level Requirements
 - a) Maintain continuous communication with ASB, including attending management meetings pertaining to matters related to the Required Services
- 3) Utilities and equipment
 - a) Operator responsible for their own LPG
 - b) Electricity and Water supply is provided by ASB in the kitchen without charge to Operator
 - c) Other than listed kitchen equipment, all other equipment, cutlery and crockery are to be provided by the Operator
- 4) Payment options at outlets
 - a) Operator to consider including the below payment options
 - i) Cash
 - ii) Credit Card and Debit Card
 - iii) E-payments (e.g. GrabPay, Touch n Go)
- 5) Asset Management
 - a) A list of start equipment to be provided by ASB. Monthly equipment maintenance fee and any other repair cost as charged by BNM to ASB to be borne by Operator. List of start equipment can be found in Appendix F
 - b) Operator is responsible to ensure optimum utilisation of assets, their safekeeping, tracking and the maintenance of these assets
 - c) Operator is expected to perform periodic asset inventory management audit
- 6) Resourcing/ Staffing
 - a) All staff (Malaysian staff preferred though foreign workers with valid permits allowed) hired by the operator will be required to attend ASB's on-boarding session which will be provided either via a Train-the-Trainer program with the Operator or by ASB. A behavioural code of conduct must be presented and enforced by the operator.
- 7) OSHA
 - a) Service sectors are required to comply with the Occupational Safety and Health (OSH) Act, 1994. The Department of Safety and Health defines the service sectors as industries which are involved in hotel and restaurants (including F&B), facility management, wholesale and retail, public/government sector, finance and professional services. The selected service provider is required to ensure full compliance with OSHA requirements. In addition, the selected service provider is also responsible for ensuring the safety of all ASB staff, students, visitors and vendors in their daily operations.
 - b) Amongst others, the appointed service provider is required to comply with the following:

- i) Formulate Safety and Health Operating Manual (including written Safety and Health policy, internal safety and health committee members - job scope/terms of reference of each member, safety operating procedures)
 - ii) Formulate Emergency Response Preparedness Procedures
 - iii) Maintain the records of medical surveillance, accident and incident, hazard register, HIRARC, Personal Protective Equipment (PPE), PPE Fit Test, Chemical Register, Chemical Safety Data Sheet (CSDS)
 - iv) Comply with requirements of Suruhanjaya Tenaga on handling of LPG system (including inspection, maintenance etc.) if any
- 8) Insurance
- a) Insurance provisions to include but not limited to
 - i) Workmen's Compensation ("accident compensation")
 - ii) Employer's Indemnity
 - iii) Fidelity (employee dishonesty)
 - iv) Money and Securities
 - v) Machinery and Equipment
 - vi) Burglary
 - vii) Computers
 - viii) Guest – Lost Items

The successful service provider shall enter into licence agreement with ASB (refer to Appendix H for draft agreement)

Eligibility:

Eligibility criteria to include:

- A company incorporated in Malaysia
- Have experience in Food and Beverage industry

Documents required for submission:

- Confidentiality Agreement
- Business model proposal
- Appendix D1 – Outlet selection and menu proposal (technical)
- Appendix D2 - Menu pricing (commercial)– password protected to be submitted separately from Technical Proposal
- Appendix G - Personal Data Protection Notice Agreement
- Documentations from Suruhanjaya Syarikat Malaysia e.g. Forms 9, 24 and 49 as proof of establishment of company

- Audited Financial Statements for the last 3 years (for operators with less than 3 years in operation, to submit founder's details and key management profiles if financial statements are not available)
- Declaration that the operators and its directors do not have any impending legal cases and/or outstanding summons(s)

The proposal pitch will take place at Asia School of Business or virtually during week of 10th August 2020. Agencies will have to submit their proposal to ASB on 6th August 2020. ASB will contact short listed operators by 7th August who would need to respond on preferred date and time for pitches.

Earnest fee of RM5,000, in the form of bankers cheque payable to ASB Management Sdn Bhd, will be collected upon in-person presentation of proposal by short-listed operators. Earnest fee is refundable should operator is not awarded the contract. However, if the operator is awarded the contract but for whatever reason/reasons, does not enter into contract with ASB within the stipulated time, the earnest fee paid will be forfeited by ASB.

The school has the right not to consider late or incomplete proposals.

Quotes/ Bids:

- The prices should be firm, not dependent on any variable factors and should be expressed in Malaysian currency (MYR).
- The prices should be inclusive of all costs including taxes, duties, levies etc. to be charged.
- The proposal should be submitted in two separate documents to BidsforASBFnB@asb.edu.my:
 - a. Technical Proposal: which includes the Business Model Proposal
 - b. Commercial Proposal: Menu Pricing (password protected document)
- Bids should remain valid for the period of one year from the submission of proposal

RFP Clarifications:

All queries and clarifications may be sought in writing to BidsforASBFnB@asb.edu.my.

At the request the any bidder, ASB will host the bidder for a tour of facilities, subject to finding a mutually agreeable time.

Privacy:

This Request for Proposal is a private document and as such should not be circulated beyond your organization. A Confidentiality Agreement will be signed upon the pitch-in decision by the operator.

Submission of Documents:

Any document and queries submission shall be via email to BidsforASBFnB@asb.edu.my on or before the last date of submission.

ASB may, in exceptional circumstances and at its sole discretion, extend the deadline for submission of proposals.

Other Terms and Conditions:

- The working language of the Asia School of Business is English. All responses to this RFP will be in English.
- The Asia School of Business reserves the right, at its sole option, and for its convenience, to accept and/or reject any RFP, in whole or in part, for any or no reason.
- Asia School of Business reserves the right to award all, none or in part of the bid to separate operators
- By issuing this RFP, ASB does not imply or give any assurance whatsoever that any quote/ bids will be accepted.
- No contractual or other legal obligations arise on the part of ASB to any interested parties by this RFP until such time as a final, written agreement, if any, is subsequently entered into with the person.
- ASB reserves the right to conduct site visits, negotiate with interested service provider, seek clarification from interested service provider regarding their responses and invite modifications to the quotes submitted.
- ASB retains the right to withdraw or modify this RFP at any time without notice and without obligation.
- ASB may waive compliance with the requirements of this RFP and consider a response that does not meet all of the requirements of this RFP.
- The interested service provider's response, including fees and charges, shall constitute a binding offer capable of acceptance in whole or in part by Asia School of Business and if selected will remain valid until such time as a final agreement is negotiated and executed.
- ASB may require interested service providers to send representatives to ASB's offices for interviews and presentations.
- ASB reserves the right to discontinue negotiations with any interested service provider.

- All submissions become the property of the Asia School of Business, and will not be returned.
- Neither Asia School of Business, its staff, representatives, nor any of its consultants or agents will be liable for any claims or damages resulting from solicitation, collection, review or evaluation of quotes.

Contact Information:

Steven Wong

Asia School of Business

Sasana Kijang 2, Jalan Dato Onn

50480 Kuala Lumpur,

Phone: +6 03 9179 4120

Email: BidsforASBFnB@asb.edu.my

List of Appendices

** All appendices will be provided upon signing and submission of confidentiality agreement by interested operators.*

Appendix A – Estimated ASB Population and events

Appendix B - Floor plans of Academic Block, Basement plans of Academic Block

Appendix C – Floor plans of Residential Block, Basement plans of Residential Block

Appendix D1- Outlet and rental bid proposal (Technical)

Appendix D2- Outlet and rental bid proposal (Commercial)

Appendix E – Survey results by ASB community on preferred cuisine and willingness to pay

Appendix F- List of Kitchen Equipment provided by ASB

Appendix G- Personal Data Protection Notice Agreement

Appendix H – Draft Licence Agreement

CONFIDENTIALITY UNDERTAKING provided to ASB Management Sdn. Bhd [hereinafter referred to as “ASB”] with Registered Address at:

**Unit No. 50-8-1
8th Floor, Wisma UOA Damansara
50, Jalan Dungun, Damansara Heights
Kuala Lumpur
Wilayah Persekutuan

Postcode: 50490**

This CONFIDENTIALITY UNDERTAKING is made and effective 2020 [Effective Date].

..... of
[Receiving Party] UNDERTAKES to comply with the terms contained in this Confidentiality Undertaking.

ASB is disclosing to the Receiving Party confidential information in this Request For Proposal (RFP) document to enable the Receiving Party to prepare and submit a proposal to ASB in relation to providing **“Food & Beverage Operations & Banqueting Services, for Asia School Of Business’s New Campus at Jalan Dato’ Onn, Kuala Lumpur.” [Required Services]**.

Because of the confidential nature of such information, the Receiving Party agrees and undertakes to treat these disclosures as being subject to the following conditions:

1. DEFINITIONS

- a. **“Undertaking”** refers to this Confidentiality Undertaking.
- b. **“Confidential Information”** is defined as any or all information disclosed by the Disclosing Party to the Receiving Party and may include amongst others, information pertaining to ASB’s New Campus, data, pricing, products, customers, suppliers, personally identifiable information, know-how, strategies, programs, processes, practices, and information that that Disclosing Party receives from third parties. Such confidentiality obligations apply without limitation to written documentation, oral disclosures, disclosures made by visual observation, and disclosures in electronic form.

- c. The “**Disclosing Party**” is the party who is disclosing Confidential Information to the Receiving Party. In this Undertaking, the Disclosing Party is ASB.
- d. The “**Receiving Party**” is the party receiving Confidential Information under this Undertaking from the Disclosing Party for the Purpose
- e. “**Party**” refers to either the Disclosing Party or the Receiving Party
- f. “**Parties**” refer to both the Disclosing Party and the Receiving Party
- g. The “**Purpose**” is solely to enable the Receiving Party to prepare their proposal in response to the RFP to ASB
- h. The “**RFP**” refers to the Request For Proposal document for the “Food & Beverage Operations & Banqueting Services, for Asia School of Business’s New Campus at Jalan Dato’ Onn, Kuala Lumpur.”
- i. The “**Campus**” refers to Asia School of Business’s New Campus at Jalan Dato’ Onn, Kuala Lumpur, currently under construction and expected to be completed in 2020
- j. “**ASB’s Operations**” refers to all activities and operations on Campus and off Campus
- k. “**Effective Date**” the date on which this Undertaking shall begin to take effect including the day of the Effective Date itself
- l. “**Duration**” is the duration over which this Undertaking takes effect. This Duration shall be fifty (50) years starting from Effective Date

2. PURPOSE

The purpose of this Undertaking is to allow the Receiving Party access to Confidential Information as defined herein, providing amongst others, plans of the Campus, details pertaining to ASB’s Operations. ASB’s values and emphasis, ASB’s assets, ASB’s staff, ASB’s students, companies and people working or connected to ASB in any manner etc., for the sole purpose of responding to the RFP. By signing this letter, the Receiving Party states that it will keep all Confidential Information in strict confidence and only use the Confidential Information for the sole purpose of preparing a proposal to ASB in response to this RFP. Further the Receiving Party warrants that all parties that is connected with it e.g. employees, partners, subcontractors, vendors, agents, clients etc. (collectively hereinafter referred to as the “**Bidder**”) will be similarly bound by the terms of this Confidentiality Undertaking.

3. DISCLOSURE

The Bidder shall not publish, distribute, or make and/or retain copies, or disclose to any third party, any Confidential Information, except to such extent as may be necessary to carry out the Receiving Party's response to the RFP.

4. INDEMNIFICATION

Receiving Party agrees to indemnify and hold harmless ASB, its officers and employees and agents from and against any and all liability, damages, claims, suits, liens and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of the Bidder, its subcontractors or its respective agents, servants, or employees or such parties' related to Confidential Information.

5. REMEDIES

The Receiving Party agrees that the Confidential Information disclosed in the RFP is of special, unique and intellectual character, the loss of which cannot be reasonably or adequately compensated in damages, in an action at law. Accordingly, it is agreed that the Disclosing Party be entitled to seek an injunction or injunctions to prevent breaches of this Undertaking in any court having jurisdiction, this being in addition

6. RETURN

At the termination of this Undertaking, or within thirty (30) days of receipt of a written request from the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including but not limited to, all such related printed and reproduced material and information of the Receiving Party and Bidder.

7. NOTICES

- a. All notices which are required to be given by this Undertaking shall be in writing and shall be delivered to the registered address of either Party.
- b. Any change of registered address of either Party shall be notified to the other Party.

8. SUCCESSOR BOUND

This Confidentiality Undertaking shall be binding on the Receiving Party and their respective successors and permitted assigns.

9. ASSIGNMENT

The Receiving Party shall not be entitled to assign this Undertaking, in whole or in part, or any of its rights and obligations under this Undertaking, without prior written consent of the Disclosing Party.

10. GOVERNING LAW

This Undertaking shall be governed by and interpreted in accordance with the laws of Malaysia and Receiving Party agrees to submit to the exclusive jurisdiction of the courts in Malaysia.

11. VARIATION

This Undertaking shall not be amended, altered, changed, or otherwise modified.

12. AUTHORITY TO BIND FIRM TO THIS UNDERTAKING

Person signing this Undertaking must show title or authority to bind the Receiving Party to this Undertaking. Name and authorized signature must appear below. Those authorized to sign are as follows:

- a. If a sole proprietorship, the owner may sign
- b. If a partnership, any partner may sign
- c. If a limited liability company, 2 authorized officers are to sign, one of whom shall be a director. An authorized officer may be:
 - i. A director of the company
 - ii. A secretary of the company
 - iii. Any person approved by the Board

1. Signed for and on behalf of

.....

in the presence of:

.....

[name and designation]

.....

[name and designation]

2. Signed for and on behalf of

.....

in the presence of:

.....

[name and designation]

.....

[name and designation]