



in collaboration with
MIT Sloan Management

**REQUEST FOR EMPANELMENT
PROPOSAL**

**BANQUETING SERVICES -
Empanelment of Banqueting Providers**

Asia School of Business

Issue Date: 16 Nov 2020

**Closing Date/Time: 30 Nov 2020 @
6.00pm**

1. 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.

ASB has in total 130 staff and 150 students in its community. ASB also offers Executive Education programs all year round.

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

2. Objectives of the Request For Empanelment Proposal (RFEP):

ASB invites banqueting providers to submit their proposals and price quotations to participate in the empanelment exercise for provision of banqueting services to ASB and its community. Based on the submissions and evaluation by ASB, the successful banqueting provider shall be empaneled by ASB as its panel of banqueting provider for a period of one year. Banqueting services will only be called upon when there are events hosted by ASB.

3. Key Dates:

- Launch of Request for Empanelment Proposal 16th Nov 2020
- Submission deadline 30th Nov 2020
- Notification to empaneled Banqueting providers By 31 Dec 2020

4. Key Requirements for submission to the Request For Empanelment Proposal:

4.1. Submission requirements from banqueting providers:-

- Banqueting providers to provide company profile, including banqueting experiences and past clients
- Banqueting providers to provide a written proposal of scope of banqueting services to ASB

4.2. Banqueting service mandatory requirements

- Providers are expected to provide for all catering equipment and associated tableware
- Providers must provide pre-event set-up and post-event clean-up
- Providers to supply all manpower needs for the service
- Providers to provide waitering service when required

5. Proposal on scope of services

5.1. Describe the banqueting capacity of the firm, including minimum and maximum capacity

5.2. Provide basis of estimation of manpower for events, e.g., catering crew, service staff, buffet attendants, runners, customer service coordinator

5.3. Provide sample menu and cost for breakfast, lunch, dinner, tea break, free-flow coffee. Menu proposal to include a mix of the below:

- Healthy & vegetarian options
- Western cuisine (e.g., American, European, Latin American)
- Asian cuisine (e.g., Japanese)
- Malaysian cuisine (blend of Malay, Chinese, Indian)

5.4. Payment terms

5.5. Other terms and conditions, e.g., cancellation policy, cut-off date for request, modification requests. Please specify if terms and conditions varies depending on size of event

6. Notices on the Submission

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

The proposal should be submitted in two separate documents to BidsforASBFnB@asb.edu.my:

- 1. Signed NDA and Main Proposal**
- 2. Service fees (if any) and menu pricing**

RFEP Clarifications:

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

Privacy:

This Request for Empanelment Proposal is a private document and as such should not be circulated beyond your organization.

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 RFEP 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 RFEP, in whole or in part, for any or no reason.
- By issuing this RFEP, ASB does not imply or give any assurance whatsoever that any proposals or quotes/price will be accepted.
- No contractual or other legal obligations arise on the part of ASB to any interested parties by this RFEP 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 providers, seek clarification regarding their responses and invite modifications to the quotes submitted.
- ASB retains the right to withdraw or modify this RFEP at any time without notice and without obligation.
- ASB may waive compliance with the requirements of this RFEP and consider a response that does not meet all of the requirements of this RFEP.
- The interested 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 providers to send representatives to ASB's offices for interviews and presentations.
- ASB reserves the right to discontinue negotiations with any interested 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:

Email: BidsforASBFnB@asb.edu.my

Asia School of Business

Sasana Kijang 2, Jalan Dato Onn

50480 Kuala Lumpur,

Phone: +6 03 9179 4120

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 Empanelment Proposal (RFEP) document to enable the Receiving Party to prepare and submit a proposal to ASB in relation to providing **“Banqueting Services, for Asia School Of Business and its community”**.

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 , 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 RFEP to ASB
- h. The “**RFEP**” refers to the Request For Empanelment Proposal document for Banqueting providers services for Asia School of Business and its community
- i. “**Effective Date**” the date on which this Undertaking shall begin to take effect including the day of the Effective Date itself

2. PURPOSE

The purpose of this Undertaking is to allow the Receiving Party access to Confidential Information as defined herein, providing amongst others, 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 RFEP. 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 RFEP. 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 RFEP.

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 RFEP 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]