

## **REQUEST FOR PROPOSAL (RFP)**

ASB Residential Café
Asia School of Business (ASB)

## **Issuing Date:**

11 August 2023, Friday

## Closing Date / Time:

8 September 2023, Friday / 5 PM

## **ISSUER:**

Campus, Administrative & Services
Asia School of Business,
11, Jalan Dato' Onn, 50480 Kuala Lumpur.



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#### 1.0 INTRODUCTION & BACKGROUND

### 1.1 Executive Summary

Asia School of Business (ASB) or registered as ASB Management Sdn. Bhd. (1075414-U) is operating as a graduate business school which is established by Bank Negara Malaysia (BNM) in 2015, in collaboration with MIT Sloan School of Business and based in Kuala Lumpur. ASB is a company incorporated in Malaysia and it is a wholly owned subsidiary of Bank Negara Malaysia. ASB offers both degreed and non-degreed programs to serve regional and global needs for business talent and leaders in the emerging world.

ASB's official new campus began in 2021. ASB's campus is approximately 22 acres along Jalan Dato' Onn in Kuala Lumpur, adjacent to KTM Bank Negara. The buildings in the new campus consist of 2 main components: Academic Block and Residential Block. ASB's campus is owned by BNM where ASB is the tenant under a Lease Agreement and has been granted the right to grant licenses to any other parties in connection with the provision of food and beverage facilities.

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

#### 1.2 Administrative Information

The selected Tenderer will be commissioned to provide the Food & Beverages for a café located on campus at the **ASB Residential Block**.

ASB's current Academic Calendar/Events/Courses as below;

Program	Calendar	Hours	
Master in Business	Mid-August to Mid-April	8.30 AM – 5:00 PM	
Administration (MBA)	Wild-August to Wild-April	0.50 AIVI — 5.00 I IVI	
Master in Central Banking	Mid-June to End May	8.30 AM – 5:00 PM	
(MCB)	IVIIQ-JUITE TO LITU IVIAY	0.30 AIVI — 3.00 PIVI	
Executive Education	Throughout the year	8.30 AM – 5:00 PM	
Courses	Triloughout the year	0.30 AIVI — 3.00 FIVI	
External/ Internal Events	Throughout the year	8.30 AM – 5:00 PM	
ASB Innovation &	Throughout the year	8.30 AM – 5:00 PM	
Entrepreneur Centre (IEC)	Throughout the year	0.30 AIVI — 5.00 FIVI	
Master in Management	Launch in Q3 2024	_	
(MiM)	Laurion in Q3 2024	_	



The community comprises staff of 200+ who are present all year round, independent of students' academic terms. In addition, our campus is situated in close proximity to other organizations, such as Bank Negara Headquarters, Sasana Kijang, Asian Institute of Chartered Bankers (AICB) and INCEIF University, hence making it easy walking distance for employees of these organizations to patronize F&B facilities at ASB's campus.

As ASB holds events throughout the year, the Tenderers can also opt to provide Banqueting Services (if applicable). However, the supply of services for events is not exclusive to any Tenderer. ASB and its tenants, as well as short-term venue hosts, are at the liberty to use external vendors for events, though preference would be given to the successful Tenderers onsite.

### 1.3 Objectives of Request of Proposal (RFP)

Asia School of Business (referred as ASB) invites prospective companies from food and beverage services (referred as the Tenderers) who are interested to respond to this request for proposal (referred as tender) by submitting their proposed business operation model to provide F & B services for the operations of the café located on campus at the ASB Residential Block.

- This tender document is intended to provide sufficient information and general requirements to the Tenderers to submit their business operation model tender to enable ASB to obtain comprehensive information for selection of qualified the Tenderer for operate the café. Additional information may be requested by ASB when necessary.
- 2. ASB will treat the responses to the tender as indicative and basis for the formulation of services agreement between ASB and the selected Tenderer.
- 3. Key expectations for selection of the Tenderer;
  - a. Delivery of services by meeting ASB's expectations
  - b. Maintain professionalism in all dealings with ASB; and
  - c. Compliance with all the statutory requirements and guidelines enforced by relevant authorities in respect of the services rendered.

#### 1.4 Period Agreement

The Agreement shall have an initial term of **one (1) year** ("**Initial Term**"). The Tenderer shall operate by **15 October 2023**\*. Subject to the Tenderer not being in default of the performance of the Agreement, the Tenderer shall have the option to renew the Agreement for a further **one (1) year** from the expiry date of the Initial Term.

<sup>\*</sup>The date of commencement of operations might vary.



#### 1.5 Monthly Rental

During the term of the Agreement, the monthly rental will be fixed for the Initial Term and an increase of the monthly rental for the subsequent one (1) year shall be applicable, subject to the discretion of ASB.

## 1.6 Eligibility

The eligibility criteria include:

- 1. The company must be registered and incorporated in Malaysia; and
- 2. The company should have experience in:
  - a. the food and beverages industry; OR
  - b. operating F & B outlet(s) for any universities, café or restaurant

### 1.7 Location of Operating Outlet

The selected Tenderer will be providing the F & B services at:

Block	Outlet	Size/Capacity
	ASB Residential Café Lounge with attached Block kitchen in Block C, Basement 1	• Capacity: 32 – 36 Pax
ASR Posidential		<ul> <li>Lounge size: 1,840 sqft</li> </ul>
		Kitchen Size: 450 sqft
BIOOK		Kitchen in residential Block C
		Basement – 1,503 sqft.

Please refer to **Appendix A & B** for the café lounge and kitchen's detailed floor plans.

### 1.8 Key dates & timeframe

Launch of Request for Proposal	11 August 2023	
Bid Clarification Meetings	24 August 2023	
Tenderers Site Visit	Date: 28 – 30 August 2023	
renderers Site visit	Time: Between 10 AM – 3PM	
Tender Submission Deadline	8 September 2023	
Tender Pitch Dates	Week of 25 September 2023	
Commencement of operations*	15 October 2023	

<sup>\*</sup>The date of commencement of operations might vary.

The Tenderers will have to submit the tender to ASB by **8 September 2023**. ASB will contact the shortlisted Tenderers by **15 September 2023** who would need to respond on preferred date and time for pitches. The tender pitch will take place at Asia School of Business during **the week of 25 September 2023**.



Tenders must be submitted by **8 September 2023**, **no later than 5.00 PM**. In the interest of fairness to all the Tenderers who responded to this tender, no extensions or exceptions will be permitted.

#### 1.9 RFP Clarifications

All queries and clarifications may be sought in writing to <a href="mailto:BidsforASBFnB@asb.edu.my">BidsforASBFnB@asb.edu.my</a>.

The bid clarifications meeting will be held on the **24 August 2023** at **10 AM**. Only the bidding Company's shareholders, directors or authorized personnel (indicated through Company's authorization letter) shall be allowed to attend the tender briefing and site visit.

At the request of any Tenderer, ASB will host the Tenderer for a site visit, subject to finding a mutually agreeable time from **28 to 30 August 2023** and the timing will be scheduled between **10 AM – 3 PM**.

#### 1.10 Earnest Fee

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 tender by short-listed Tenderers. Earnest fee is refundable for the Tenderer that is not awarded the contract. Earnest fee is refundable for the Tenderer that is awarded the contract, subject to the conditions stipulated in this RFP. However, if the Tenderer that is awarded the contract, for whatever reason, does not enter into contract with ASB within the stipulated time, the earnest fee paid will be forfeited.

### 1.11 Contact Information

Atassha Hazahani / Luqman Ismail

Asia School of Business (ASB)

11, Jalan Dato Onn, 50480 Kuala Lumpur.

Phone: +603 2023 3000

Email: BidsforASBFnB@asb.edu.my



## 2.0 GENERAL REQUIREMENTS

### 2.1 Scope of Services

- 1. Period of agreement
  - a. For Residential café license to commence from 15 October 2023\*
  - b. The Tenderer is responsible for any operating license required for the café.
- 2. Service Level Requirements
  - Maintain continuous communication with ASB, including attending management meetings pertaining to matters related to the Required Services on a monthly basis
  - b. Ensure KPI are met including invoicing period, payment period, customer satisfaction levels, complaint management & resolution
- 3. Utilities and equipment
  - a. The Tenderer is responsible for its own supply of Liquefied Petroleum Gas (LPG), including the supervision, safety and handling of such LPG supply.
  - b. Electricity and Water supply installations and all related utility bills will be borne by the Tenderer.
  - c. WIFI and internet services installations and any network related services will be borne by the Tenderer.
  - d. Other than listed kitchen equipment, all other equipment, cutlery and crockery are to be provided by the Tenderer
- 4. Planned Preventive Maintenance (PPM) is to be carried out by the tenderer on the following:
  - a. LPG pipeline & system
  - b. Kitchen Equipment
  - c. Split Unit Air-Conditioners
  - d. Grease Interceptor System
- 5. Payment options at outlets
  - a. The Tenderer to consider including the below payment options;
    - i. Cash
    - ii. Credit Card and Debit Card (Preferred)
    - iii. E-payments e.g. GrabPay, Touch & Go (Preferred)
- Asset Management
  - a. A list of start equipment shall be provided by ASB. Monthly equipment maintenance fee and any other repair costs as charged by BNM to ASB shall be borne by the Tenderer. The ASBR Café & Main Kitchen Inventory Report can be referred in **Appendix C and Appendix D**



- b. The Tenderer is responsible to ensure optimum utilization of assets, their safekeeping, tracking and the maintenance of these assets.
- c. The Tenderer is expected to perform periodic asset inventory management audit

#### 7. Resourcing/ Staffing

d. All staff hired by the Tenderer will be required to attend ASB's onboarding session which will be provided either via a Train-the-Trainer program with the Tenderer or by ASB. A behavioral code of conduct must be presented, implemented and enforced by the Tenderer.

#### 8. OSHA

- e. Service sectors are required to comply with the Occupational Safety and Health Act 1994 (OSHA). 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.
- f. Amongst others, the appointed service provider is required to comply with the following:
  - Formulate Safety and Health Operating Manual (including a 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

#### 7. 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
- 8. The successful Tenderer shall enter into a license agreement with ASB which will cover detailed terms and condition.



#### 3.0 INFORMATION REQUIRED & SUBMISSION OF TENDER

#### 3.1 Key Deliverables

Completed business operation model tender by the Tenderers must include all the following items below;

- 1. Opening hours for the outlets considering ASB's hours of operations. At a minimum (but not limited to) cater for;
  - a. Breakfast, lunch, tea time and early dinner
  - b. Required operating hours

Day	Operating Hours
Monday – Sunday	7.00 AM – 6.00 PM

\*Note: Time can be revised depending on the demand.

#### 2. Café Concept

- a. The Tenderers can propose & incorporate features for a garden café concept with suitable theme and ambience in the business tender. This would be an opportunity to create a welcoming and engaging environment for ASB community that is reflective of the café's surroundings in the Residential compounds. Café concept includes specialty coffee café, artisanal bakery & café, specialty hi-tea café that serve set lunches. Tenderers are also welcome to include strategies that would make the Café a popular place of choice that will encourage dining patrons from beyond ASB's own community.
- 3. Proposed Menu core requirements for the menu planning;
  - a. Western & Malaysian breakfast
  - b. Sandwiches (e.g. panini, bagel etc.)
  - c. Hi-tea concept, bakery, cakes
  - d. Specialty coffee & other beverages
  - e. Pizza
  - f. Set lunch, brunch, & early dinner with desserts
- 4. Proposed pricing and payment options (to submit pricing as part of commercial tender)
  - a. Standard pricing, and
  - b. ASB Community Discount for ASB faculty, staff, student and neighbors



- 5. Banqueting menu and pricing (if applicable)
- 6. Promotion and Advertisement shall be under Tenderer's responsibility to create awareness and pull in crowd for the Café.
- 7. Others:
  - a. Proposal for monthly rental fee
  - b. Company Experience and Track Record
  - c. Management Team Experience
  - d. Proposed Organization Chart for Service Execution
  - e. Banquet Service Experience (if applicable)

#### 3.2 Documents Required for Submission

The prospective Tenderer must submit and include the details of the following;

- 1. Technical Tender please refer to **Appendix E** 
  - a. Company Profile
  - b. Business Operation Model
  - c. Menu Tender
  - d. Café Concept
- 2. Commercial Tender to be submitted separately from the technical tender and with password protected documents; please refer to **Appendix F** 
  - a. License Fee Bid
  - b. Menu Pricing
- 3. Corporate Documents
  - a. Copy of Identity Card of Sole Proprietor/ Key Partner / Key Management Personnel of the Company
  - b. Documentation from the Suruhanjaya Syarikat Malaysia (SSM) as proof of company's establishment and registration
    - i. Form 9 or Section 17 of the Companies Act, 2016 ("CA2016")
    - ii. Form 24 or Section 78 of the CA2016
    - iii. Form 49 or Section 58 of the CA2016



#### c. Either of the following:

- i. Audited Financial Statements for the last 3 years; OR
- ii. For company that operated for less than 3 years, submit the details of the company founder and the key management profiles if financial statement is not available.

#### 4. Other Documents

- a. Confidentiality Agreement
- b. Personal Data Protection Notice Agreement (PDPA) refer to **Appendix**G
- c. Declaration of no material litigation or dispute has been instituted against the company and/or its directors

#### 3.3 Quotes/Bids

- 1. The prices should be firm, not dependent on any variable factors and should be expressed in Malaysian currency (MYR).
- 2. The prices should be inclusive of all costs including taxes, duties, levies etc. to be charged.
- 3. The tender should be submitted in two separate documents to BidsforASBFnB@asb.edu.my;
  - a. Technical Tender: which includes the Business Operation Model Tender
  - b. Commercial Tender: License Fee bid and Menu Pricing (password protected document)
- 4. Bids should remain valid for the period of one (1) year from the submission of tender.

### 3.4 Confidentiality

This Request for Tender is a private document and as such **should not** be circulated beyond your organization. A Confidentiality Agreement will be signed upon the pitchin decision by the Tenderer.



#### 3.5 Submission of Documents

- All documents as required under Appendix G must be submitted in duplicate i.e. one (1) original and one (1) duplicate. Please mark the word ORIGINAL and DUPLICATE at the top of the respective covering page.
- 2. Please clearly indicate each section of the documents, compile and bind them into one booklet, in accordance with the **Appendix G** sequence. Any tender that fails to meet the requirement shall be automatically disqualified.
- 3. All responses to this request of proposal (referred as tender) must be in English.
- 4. Prices shown shall be exclusive of all taxes. Tender shall be priced and evaluated in Malaysian Ringgit (RM).
- 5. ASB will not issue acknowledgement of receipt of Tender Documents to any Tenderers.
- 6. All the tender Documents must be sealed in envelopes and submitted to **Asia School of Business (Academic), 11 Jalan Dato Onn, 50480 Kuala Lumpur between 24 August 8 September 2023** from 9.00 AM 5.00 PM.
- 7. ASB reserves the right to accept or reject any or all bids.

The softcopy of the document submission shall be via email to <a href="mailto:BidsforASBFnB@asb.edu.my">BidsforASBFnB@asb.edu.my</a> on or before the last date of submission.

It must be submitted by **8 September 2023**, **no later than 5.00 PM**. In the interest of fairness to all the Tenderers who responded to this RFP, no extensions or exceptions will be permitted.

#### 3.6 Evaluation and Determination of Successful Tender

- Tender Evaluation Committee will be set up to study, consider, analyze and evaluate tender received and to make recommendations on the acceptance or rejection of tenders. The highest bidding price may not necessarily be the basis for selection for award of a contract.
- 2. Factors to be taken into consideration by the Tender Evaluation Committee include but are not limited to:
  - a. Tender price
  - b. Menu Plans (including prices)
  - c. Tender of layout and interior design for cafeteria
  - d. Tender of hygiene certificate and operation, health and safety control
  - e. Staffing tender, training schedule
  - f. Customer service charter



- g. Strength of Tender Business. The main assessment factors are: registered and paid up capital, size, brand agency strength, operational capacity, and management level of the enterprise.
- 3. Business reputation the main assessment factors such as awards, sales record etc.

## 3.7 Agreement Signing

- The successful Tenderer must enter into an agreement with ASB within seven
   (7) working days from the date of notification.
- 2. Upon the execution of the Agreement, the successful Tenderer shall pay to ASB the following:
  - a. a sum equivalent to three (3) months rental as deposit;
  - b. one (1) month rental as Utility Security Deposit;
  - c. six (6) months rental in advance; and
  - d. six (6) months of Management Fees.

#### 3.8 Miscellaneous

- 1. ASB is not bound to accept the highest bid or to give reasons for its decision.
- 2. Each Tenderer would have to bear its own costs and expenses incurred for this tender or preparing the Tender Documents and tenders.
- 3. ASB will not return any of the submitted Tender documents and documents related to this tender project to the Tenderers.
- 4. Any attempt by the Tenderer to obtain confidential information, enter into unlawful agreements with other competitors, bribe or inappropriately influence any of the employees of ASB or members of the Tender Evaluation Committee, either directly or indirectly, will lead to the rejection of its tender. Parties involved shall be subjected to disciplinary action and/or criminal prosecution.
- 5. All forms of corruption, bribery and kickback whatsoever, either directly or indirectly, are strictly prohibited.



#### 4.0 TERMS & CONDITIONS

#### 4.1 Termination

- 1. The Tenderer shall complete at least one (1) year of the Term of the Agreement, failing which the Tenderer shall pay to ASB a sum equivalent to six (6) month's Rent as liquidated damages. Upon the completion of the Initial Term and subject to any renewal of the Agreement, the Tenderer may terminate this Agreement at any time by giving ASB not less than three (3) months' notice in writing or paying three (3) months' rent in lieu of such notice, subject to ASB's approval.
- 2. Without prejudice to any other rights ASB may have against the Tenderer, if the Tenderer neglects and/or refuses to yield up and vacate the Cafe upon the expiration or termination of the Agreement, the Tenderer shall pay to ASB, as agreed liquidated damages, a sum equivalent to double the amount of the existing rental of the Cafe from the date of expiration or termination of the Agreement to the date of actual delivery of vacant possession to ASB.
- 3. The Tenderer must at the expiration or termination of the Agreement reinstate and make good to the full satisfaction of ASB all damage occasioned to the Cafe caused by the removal of any signboard, air conditioner, lighting or any other Tenderer's fittings or installations. If any damage is caused to the premises by the Tenderer or its workers, employees or agents, the same shall be rectified by the Tenderer at its own cost either by rectifying the damage or by paying cash compensation as may be determined by ASB.
- 4. ASB may terminate the Agreement at any time during of the term of Agreement if the Tenderer does not or fail to perform its obligations under the Agreement.

## 4.2 The Tenderer's rights & obligations

#### 1. Rights

- a. To manage the Café within the scope of legality and contractual provisions.
- b. Other contents agreed by ASB.

#### 2. Obligations

- a. The Tenderer shall use the Cafe strictly for selling food for consumption and for no other purposes whatsoever; provide clean and fresh food and meals of good quality, nutritious, tasty and variety. No alcohol, cigarettes and other banned substances shall be permitted for sale.
- b. The Tenderer shall apply for, obtain, and maintain at its own costs and expenses, all requisite licenses, permits, registrations, approval and/or other assents required by law to authorize the use of the Cafe for the



- business stipulated above and/or to employ local or foreign workers (if any), servants or agents and to produce the same to ASB for inspection upon request by ASB.
- c. Electricity, water charges, management fee and any other fees that incurred for operating the Cafe must be paid not later than the 7<sup>th</sup> day of the following month.
- d. All renovation costs incurred should be solely borne by the Tenderer. The interior design plan must comply with relevant local authorities' requirements especially the Fire and Rescue Department. Not to dismantle or make any extension, alteration or renovation to the Cafe without prior consent in writing from ASB and obtaining approval from the appropriate authorities.
- e. The Tenderer shall bear the responsibility of maintaining the cleanliness and hygienic condition of the café at its own cost and proper disposal of waste. The Tenderer's employees shall be dressed in proper uniform provided by the Tenderer and must maintain good hygiene, including, nails trimmed, well-groomed hair, clean-shaven and neat. In case of violation of this condition, ASB shall have the right to impose a fine and the Agreement may be cancelled by giving a month's notice to vacate the premises without further claims or compensation by the Tenderer. If the Agreement is terminated by ASB under clause **4.2** (e), ASB shall have the right to require the Tenderer to continue the catering services until replacement is obtained.
- f. The Tenderer shall engage a professional pest control company to do pest prevention at least once a month.
- g. The café must be equipped with a sterilization cabinet.
- h. The Tenderer must follow the signboard standard and obtain approval by ASB. The Tenderer shall keep in a conspicuous place at the café a signboard or to display a menu showing clearly the approved rate/price list of items in both English and Bahasa Malaysia. The menu/prices/rates agreed upon by the parties during negotiations shall be firm and no escalation in the finalized menu/prices/rates will be permitted without the prior consent of ASB.
- i. The Tenderer shall ensure that its employees, workers and/or servants are medically examined and medically fit and not be suffering from any illness or disease. The Tenderer shall be responsible for the inoculation and vaccination of its employees when called upon to do so by the



- relevant authority. The Tenderer shall also make them available for examination by the relevant authority when required.
- j. If foreign workers are employed by the Tenderer, the Tenderer must ensure that these employees have been properly issued with the valid work permits at all material times and that the Tenderer shall comply with the immigration laws and regulations that apply to hiring foreign workers. Related details and written proof shall be furnished to ASB in advance.
- k. The Tenderer shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by ASB during the entire period of the Agreement. The Tenderer shall take adequate fire precautions.
- I. The Tenderer shall not sub-let the unit in whole or in part to any third party. The Cafe shall not be used for residential purpose or any purpose other than the stipulated purpose.
- m. Operate within the scope of legality, ensuring no or minimal disruption to staff and student's resting time and lecturer hours.
- n. All cost arising from alterations, extension and/or renovation of the café shall be solely borne by the Tenderer, provided always that upon the determination of the Agreement, the Tenderer shall restore the café of its original state and condition at the Tenderer's sole cost and expense unless ASB agrees otherwise in writing and in which event ASB shall not be liable to compensate the Tenderer for any improvement done to the cafe by the Tenderer.
- o. Quality of Food / Services will be inspected / checked from time to time and if found unsatisfactory, the Agreement may be terminated at any time by ASB with / without furnishing any notice. ASB reserves the right to impose a fine if it deems necessary.
- p. All costs of and incidental to the Agreement including drafting of the Agreement and company search and stamp duty thereon shall be borne and paid by the Tenderer absolutely.
- q. The Tenderer must follow all the rules and regulations or any implementation set by ASB e.g. Menu adjustment, Event Support and etc.



## 4.3 ASB rights & obligations

#### 1. Rights

- a. To collect rental, electricity and water charges, and any related fee;
- b. To issue warning letter and suggestion for corrective action. Should the Tenderer fail to abide by the corrective action provided by ASB, ASB has the absolute rights to terminate the Agreement.
- c. To monitor and audit the renovation work by the Tenderer.
- d. To conduct public safety and public health inspection and supervision;
- e. When the Tenderer has any arrears for utilities, ASB has the absolute right to terminate the supply of electricity and water to the café.

#### 2. Obligations

- a. To supply utilities to the Tenderer, subject to the Tenderer's settlement of all bills on a timely basis;
- b. To provide the necessary facilities to the Tenderer's business activities within the scope of the Agreement and to consider the Tenderer's suggestions.

### 4.4 Indemnity

- 1. The Tenderer shall indemnify ASB against all claim's actions and proceedings in respect of any non-compliance of all laws, by-laws and regulation applicable to the Tenderer relating to the catering services to ASB or relating to any of its employment issue or for any accident, mishap or injury suffered or damage to or loss of any chattel or property sustained at the cafe by its employees, agents, licensees or other persons.
- 2. ASB shall not be liable to the Tenderer, nor shall the Tenderer have any claims against ASB in respect of any interruption in any of the facilities as provided by ASB or the authorities responsible for the supplies of water and electricity by reason of the Tenderer's non-payment or late payment of monthly bills, necessary repair or maintenance of any installation or apparatus or of damage thereto or destruction thereof due to fire, water, act of God or other causes beyond the control of ASB, any mechanical or other defect or breakdown, a strike by workmen or others, or shortage of fuel, materials, water or labor.
- 3. In the event of any disruption of supplies of water or electricity for reason beyond ASB's control, the Tenderer shall take necessary steps to ensure such supplies from alternative source so as not to disrupt the catering services and shall not make any claim against ASB.
- 4. The Tenderer shall bear all costs including ASB's solicitor client's costs in respect of any demand, claim, notice or legal proceedings made, taken or instituted against the Tenderer to remedy any breach or for any non-compliance



and non-observance by the Tenderer of any of the terms and conditions stated in the Agreement

#### 4.4 Others

- 1. The working language of the ASB is English. All responses to this tender will be in English.
- 2. ASB reserves the right, at its sole discretion, and for its convenience, to accept and/or reject any tender, in whole or in part, for any or no reason.
- 3. ASB reserves the right to award all, none or part of the bid to separate Tenderers.
- 4. By issuing this tender, ASB does not imply or give any assurance whatsoever that any quote/ bids will be accepted.
- 5. No contractual or other legal obligations arise on the part of ASB to any interested parties by this tender until such time as a final written agreement, if any, is subsequently entered into with the person.
- 6. 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.
- 7. ASB retains the right to withdraw or modify this tender at any time without notice and without obligation.
- 8. ASB may at its sole discretion, waive compliance with the requirements of this tender and consider a response that does not meet all of the requirements of this tender.
- 9. The interested Tenderer's response, including fees and charges, shall constitute a binding offer capable of acceptance in whole or in part by ASB and if selected will remain valid until such time as a final agreement is negotiated and executed.
- 10. ASB may require interested Tenderer to send representatives to ASB's offices for interviews and presentations.
- 11. ASB reserves the right to discontinue negotiations with any interested Tenderer.
- 12. All submissions become the property of the ASB, and will not be returned.
- 13. Neither ASB, 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.



## 6.0 APPENDICES

Appendix A – ASBR Café Block C, Level 1 Floor Plan

Appendix B – ASBR Main Kitchen Block C, Basement 1 Floor Plan

Appendix C – ASBR Café Block C, Level 1 Inventory Report

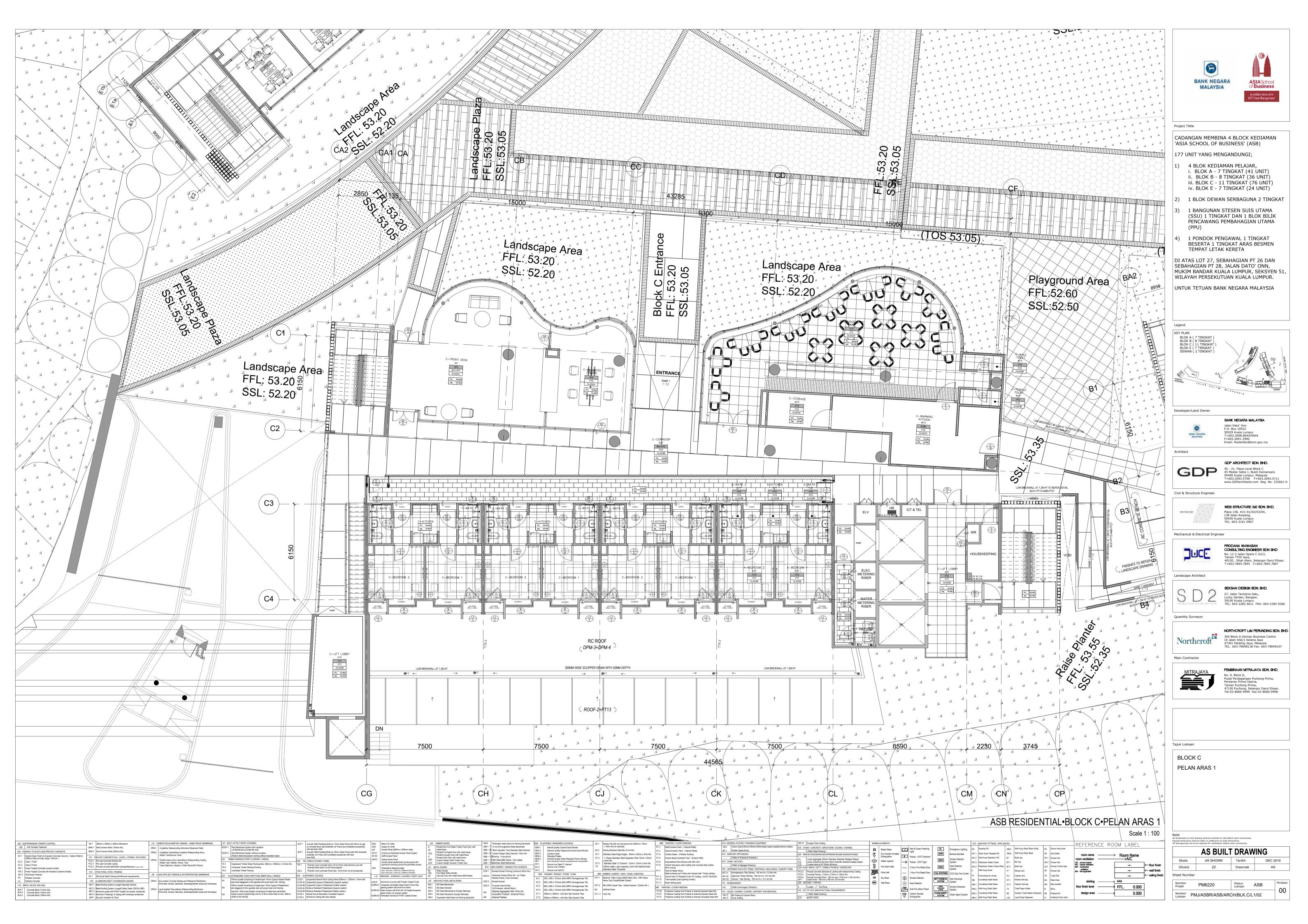
Appendix D – ASBR Main Kitchen Block C, Basement 1 Inventory Report

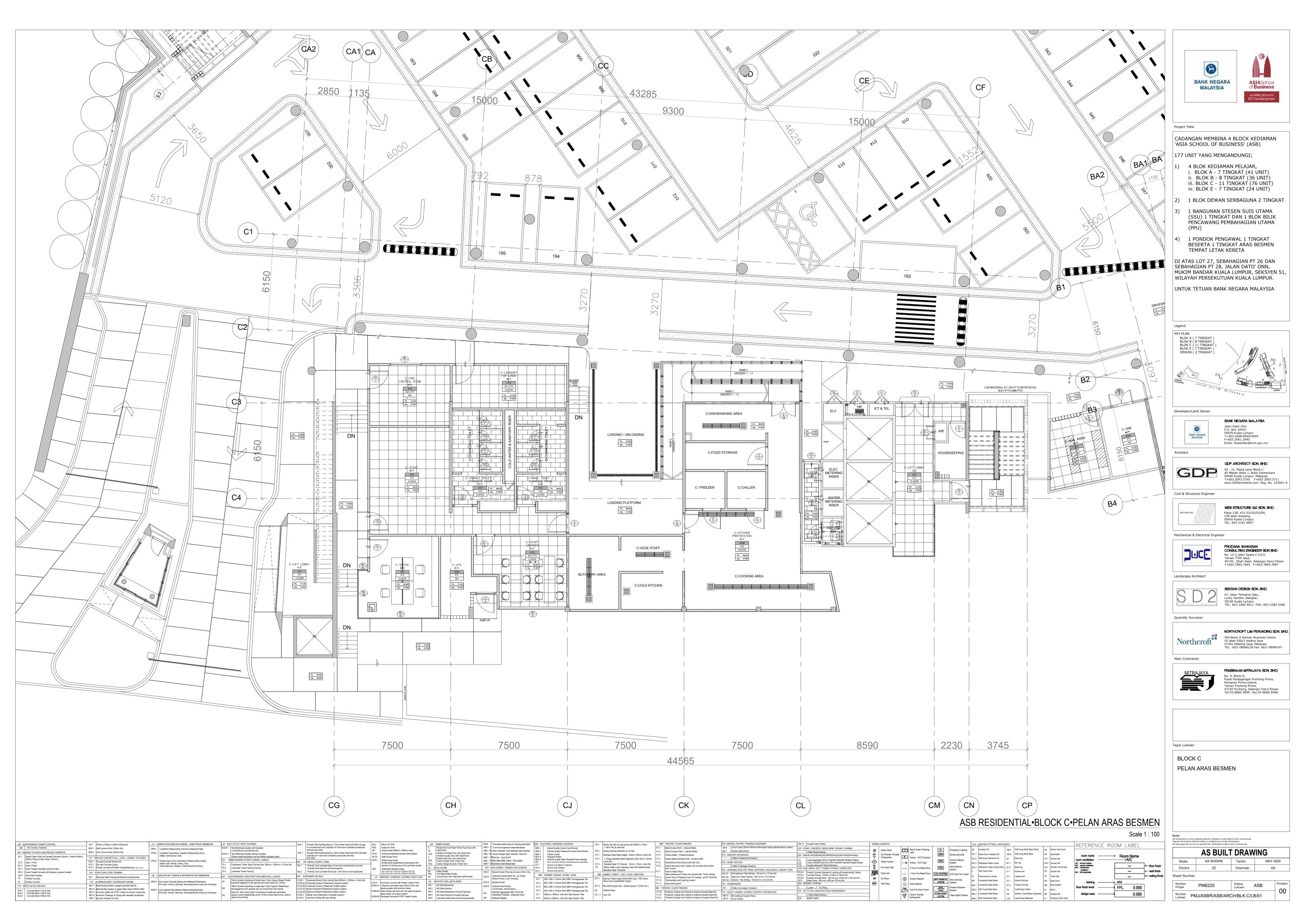
Appendix E – Technical Tender

Appendix F – Commercial Tender

Appendix G – Personal Data Protection Notice Agreement (PDPA)

Appendix H – Checklist for Tender Submission





#### **ASBR Cafe Lounge**

#### List of F&B Start Equipment Provided by ASB Residential - Café Lounge Level 1 Kitchen

NO	CODE	ITEMS	DIMENSION	BRAND	MODEL	QTY	REMARKS
STORAGE							
1	HL-01	S/Steel 4 Tier Adjustable Wire Shelving	900 x 500 x 1500mm	MAXEL		1	
2	HL-01	S/Steel 4 Tier Adjustable Wire Shelving	1200 x 500 x 1500mm	MAXEL		2	
3	HL-02	S/Steel 4 Tier Adjustable Wire Shelving	1500 x 500 x 1500mm	MAXEL		2	
4	HL-18a.1	50mm depth GN Pan S/Steel	530 x 325 x 65mm	BERJAYA	FP 1/1-2.5	5	
5	HL-18a.2	100mm depth GN Pan S/Steel	530 x 325 x 100mm	BERJAYA	FP 1/1-4	37	
6	HL-20	Pan S/Steel Lids	530 x 325mm	BERJAYA	FP11c	32	
		E	BEVERAGE PREPARATION				
7	HL-06	S/Steel Wall Mounted Cabinet c/w 2 Tier Shelves and Sliding Door.	2100 x 500 x 600mm	LOCAL		1	
8			1500 X 750 X 560mm	HOSHIZAKI	RT-128MA-S	1	
9	HL-04	S/Steel Single Bowl Sink Beverage Counter c/w 2 Nos. Plain Shelves Belo	1800 x 750 x 850mm	LOCAL		1	
10	HL-05a	Automatic Water Boiler 10 Gallon and Coffee Machine		CECILWARE	CL100-N	1	
11	HL-07	S/Steel 4 Door Upright Chiller		HOSHIZAKI	HRE 127 MA	2	
12	HL-08	Handwash Sink with Lever Faucet		TOURNUS	806382	1	
			COOKING AREA				
13	HL-09		5500 x 750 x 850mm	LOCAL		1	
14	HL-10	S/Steel Island Workcounter c/w 2 Nos Plain Shelves Below with Sliding Door.	700 x 750 x 850mm	LOCAL		1	
15	HL-12	S/Steel 2 Deck Overhead Shelf c/w 36" Heated Food Warmer	1500 x 300 x 700mm	HATCO		2	
16		S/Steel 2 Door Counter Chiller		HOSHIZAKI	RT-128MA-S	1	
17			400 x 800 x 900mm	BARON	Q90FTV/G400	1	
18	HL-16	900 Series Griddle Floor Standing	400 x 800 x 900mm	BARON	Q90GLV/G400	1	
19	HL-17	900 Series 4 Open Burner c/w Oven	800 x 800 x 900mm	BARON	Q90PCF/G8001	1	
20	HL-14	700 Series Twin Tank Deep Fat Fryer (7L x 2 Tanks)	400 x 800 x 900mm	BARON	Q70FRI/E415	1	
21		10 x 1/1 GN Size Combi Oven with GN Rack Below		CONVOTHERM	C4ET10.10 ES RA	1	
22	HL-13	S/Steel Wall Mounted Exhaust Hood c/w Fresh Air Chamber	3500 x1200 x 550mm	CR PROF		1	
23	HL-19	S/Steel Worktable c/w 2nos Plain Shelf Below	1000 x 750 x 850mm	LOCAL		1	
24		Insulated Food Server (non-electric)		CAMBRO	UPC1600	2	
			DISH WASHING AREA				
25	HL-22	S/Steel 'L' Shape Landing Table w. Single Bowl Sink c/w Lever Waste and Portable Grease Trap	(1800+400) x 750 x 850mm	LOCAL		1	
26	HL-23	Pre Rinse Faucet		T&S		1	
27		S/Steel Soil Dish Rack	1100 x 550 x 550mm	LOCAL		1	
28	HL-24	Counter Dishwasher		WINTERHALTER	P50	1	
29	HL-26	S/Steel Clean Dish Table	900 x 750 x 850mm	LOCAL		1	
30	HL-27	S/Steel 4 Tier Adjustable Wire Shelving	750 x 500 x 1500mm	LOCAL		1	
		· · · · · · · · · · · · · · · · · · ·	SEVERY AREA				
31	HL-28	Induction Cooker		PRECISE	BI 2000 NT	6	
32	HL-29	Automatic Coffee Machine		THERMOPLAN	4 CTM RS	2	
			Tota			114	

#### **ASBR Main Kitchen**

#### <u>List of F&B Start Equipment Provided by ASB</u> <u>Residential - Main Kitchen Block C Basement 1</u>

NO	CODE	ITEMS	DIMENSION	BRAND	MODEL	QTY	REMARKS
NO	OODL	TI EMIC	LOADING AREA	DIVAND	MODEL	QII	KEMAKKO
1	HB-01	Retractable Hose Reel	EGASING AREA	T&S	B7102-01	1	
2	HB-02	S/Steel 3 Tier Service Trolley	1000 x 600 x 900mm	LOCAL	D7 102-01	3	Inside Kitchen
3	HB-03	300kg Weighing Scale	1000 X 000 X 30011111	AVERY	HZQW	1	Inside Ritchen
4	HB-04	S/Steel Worktable c/w 1 No. Plain Shelf 1 No. Drawer Below	1400 x 750 x 850mm	LOCAL	TIZQVV	1	
5	HB-05	S/Steel Wall Mounted Shelf	1400 x 730 x 350mm	LOCAL		2	
6	HB-06	S/Steel Single Bowl Sink Table	1400 x 750 x 850mm	LOCAL		1	
7	HB-07	S/Steel 4 Tier Mobile Kitchen Trolley	1200 x 500 x 1500mm	LOCAL		1	
'	110-01	3/Steel 4 Tiel Mobile Mitchell Holley	BUTCHERY PREP.	LOCAL		ı	
8	HB-17	S/Steel 4 Door Upright Freezer	1370 x 850 x 2000mm	HOSHIZAKI	HF-128MA-S	1	
9	HB-18	S/Steel 4 Door Upright Chiller	1370 x 850 x 2000mm	HOSHIZAKI	HR-128MA-S	1	
10		S/Steel Worktable c/w 2 nos. Plain Shelf	1340 x 750 x 850mm	LOCAL	TIIN-120IVIA-0	1	
11	HB-20	S/Steel Worklable c/w 2 nos. Plain Shelf	1340 x 700 x 850mm	LOCAL		1	
12	HB-21	S/Steel Double Bowl Sink c/w Lever Waste and Portable Grease Trap.	1800 x 750 x 850mm	LOCAL		1	
13	HB-22	S/Steel Sink Trough c/w Lever Waste and Portable Grease Trap.	1000 x 750 x 850mm	LOCAL		1	
14		S/Steel Worktable c/w 2nos. Plain Shelf	1440 x 750 x 850mm	LOCAL		1	
14	пр-23	3/Steel Worklable C/W 2110S. Flain Shell	VEGE PREP	LOCAL		ı	
15	HB-14	S/Steel Wall Mounted Shelf	1800 x 300 x 150mm	LOCAL		1	
16	HB-14	S/Steel Wall Mounted Shelf	2150 x 300 x 150mm	LOCAL		1	
17		S/Steel Worktable c/w 2nos. Plain Shelf Below	2100 x 750 x 850mm	LOCAL		1	
18	HB-15	S/Steel Double Bowl Sink Table and Portable Grease Trap	1800 x 750 x 850mm	LOCAL		<u> </u>	
10	п <b>р-</b> 13	Steel Double Bowl Silik Table and Portable Grease Trap	COLD KITCHEN	LUCAL		I	
40	HB-24	S/Steel Salad Counter Chiller	1500 x 750 x 860mm	HOSHIZAKI	RTC150MDA		
19 20	HB-25	S/Steel Worktable c/w 2nos. Plain Shelf	1200 x 750 x 850mm	LOCAL	RTCTSUNDA	1 1	
21	HB-26	S/Steel 4 Door Upright Chiller with Solid Door	1370 x 850 x 2000mm	HOSHIZAKI	LIDE 407 MA	<u> </u>	
22	HB-27			LOCAL	HRE 127 MA	<u></u>	
23	HB-28	S/Steel Single Bowl Sink S/Steel Worktable c/w 2nos. Plain Shelf (odd shape)	1180 x 750 x 850mm 14400 x 750 x 850mm	LOCAL		<u></u>	
24	HB-29	S/Steel Wall Mounted Shelf	1180 x 300 x 300mm	LOCAL			
$\overline{}$		*		LOCAL		1 1	
25	HB-29	S/Steel Wall Mounted Shelf (odd shape)	14400 x 300 x 300mm COOKING AREA	LUCAL		1	
26	LID 20	Hendusel Cirls with Leven Ferred	COOKING AREA	TOUDNILIC	000000		
26		Handwash Sink with Lever Faucet	1050 × 750 × 050	TOURNUS LOCAL	806382	11	
27	HB-31	S/Steel Single Bowl Sink Table	1050 x 750 x 850mm	LOCAL		1 2	
28	HB-32 HB-33	S/Steel Pick Up Counter	1800 x 300 x 150mm 1800 x 300 x 700mm	LOCAL		2	
29 30	HB-34	S/steel 2 Deck Overhead Shelf c/w 36" Heated Food Warmer S/Steel 3 Door Counter Chiller	1800 x 750 x 850mm	HOSHIZAKI	RTC 180 MDA	2	
$\overline{}$		S/Steel Wall Mounted Exhaust Hood c/w Fresh Air Chamber	8000 x 1200 x 550mm	LOCAL	RTC 180 MDA		
31	HB-37	20 X 1/1 GN Size Combi Oven	8000 X 1200 X 550mm	CONVOTHERM	C4ET20.10 ES RA	2	
33	HB-38a	10 x 1/1 GN Size Combi Oven			C4ET20.10 ES RA C4ET10.10 ES RA	<u></u>	
	HB-44		800 x 900 x 850 mm	LOCAL	C4E110.10 E5 RA	<u></u>	
34 35	HB-44 HB-39	S/Steel Speader Table  900 Series Chargrill Floor Standing	400 x 800 x 900mm	BARON	Q90FTV/G400	<u> </u>	
36	HB-39 HB-41		400 x 800 x 900mm	BARON	Q90F1V/G400 Q90GLV/G400	<u> </u>	
	HB-41 HB-42	900 Series Griddle Floor Standing	800 x 800 x 900mm	BARON		<u> </u>	
37		900 Series 4 Open Burner c/w Oven	400 x 800 x 900mm		Q90PCF/G8001		
38	HB-43	700 Series Twin Tank Deep Fat Fryer (7L x 2 Tanks)		BARON	Q70FRI/E415	11	
39	HB-45	S/Steel 2 Ring Kwali Range	1800 x 900 x 750 mm	CR PROF		11	-
40	HB-46	S/Steel Worktable c/w 2nos. Plain Shelf	1330 x 600 x 850 mm COLD ROOM	LOCAL		1	
/4 I	LID OO	Walk In Freezer	2500 x 2000 x 2700mm	LOCAL		1	
41			900 x 500 x 1500mm	MAXEL		1	TBC - Freezer Locked
$\overline{}$		S/Steel 4 Tier Adjustable Wire Shelving				2 2	
43		S/Steel 4 Tier Adjustable Wire Shelving	1200 x 500 x 1500mm	MAXEL		<u>2</u> 1	TBC - Freezer Locked
44	HB-11	Walk In Chiller	2400 x 2000 x 2700mm	LOCAL			TDC Francis Looks
45	HB-12a	S/Steel 4 Tier Adjustable Wire Shelving	900 x 500 x 1500mm	MAXEL		2	TBC - Freezer Locked
46	HR-150	S/Steel 4 Tier Adjustable Wire Shelving	1200 x 500 x 1500mm	MAXEL		2	TBC - Freezer Locked

#### **ASBR Main Kitchen**

#### <u>List of F&B Start Equipment Provided by ASB</u> <u>Residential - Main Kitchen Block C Basement 1</u>

NO	CODE	ITEMS	DIMENSION	BRAND	MODEL	QTY	REMARKS
	GENERAL PREPARATION						
47	HB-47	S/Steel 4 Door Upright Chiller with Solid Door	1370 x 850 x 2000mm	HOSHIZAKI	HRE 127 MA	2	
48	HB-49	Handwash Sink with Lever Faucet		TOURNUS	806382	1	
49	HB-50	Insulated Food Server (non-electric) - Food Cart		CAMBRO	UPC1600	4	
50	HB-52	KD Utility Cart Cambro	1016 x 540 x 953mm	CAMBRO		2	
			FOOD STORAGE				
51	HB-13	S/Steel 4 Tier Solid Rack	1200 x 500 x 1500mm	MAXEL		3	
52	HB-13	S/Steel 4 Tier Solid Rack	1500 x 500 x 1500mm	MAXEL		1	
53	HB-00a	50mm depth GN Pan S/Steel	530 x 325 x 65mm	BERJAYA	FP 1/1-2.5	15	
54	HB-00b	100mm depth GN Pan S/Steel	530 x 325 x 100mm	BERJAYA	FP 1/1-4	47	
55	HB-00c	Pan S/Steel Lids	530 x 325mm	BERJAYA	FP11c	32	
			DISHWASHER AREA				
56	HB-60	S/Steel 4 Tier Adjustable Wire Shelving	1500 x 500 x 1500mm	LOCAL		3	
57	HB-58	S/Steel Wall Rack Shelf	1100 x 550 x 550mm	LOCAL		1	
58	HB-57	S/Steel Clean Dish Table	1400 x 750 x 850mm	LOCAL		1	
59	HB-56	Doorlift Dishwasher c/w Built-In Booster Heater		WINTERHALTER	P50	1	
60	HB-59	S/Steel Wall Mounted Exhaust Hood	900 x 900 x 550mm			1	
61	HB-54	S/Steel Landing Table With Double Bowl Sink c/w Lever Waste and Portable Grease Trap	3200 x 750 x 850mm	LOCAL		1	
62	HB-55	Pre Rinse Faucet	Hot & Cold Type	T&S		1	
	Total					173	

## **Appendix E –** Technical Tender

The selected Tenderer will be providing the F & B services at:

Block	Outlet	Size/Capacity
		Capacity: 32 – 36 Pax
	Café Lounge with attached kitchen in Block C, Basement 1	<ul> <li>Lounge size: 1,840 sqft</li> </ul>
ASB Residential Block		Kitchen Size: 450 sqft
		Kitchen in residential Block C Basement 1 –
		1,503 sqft.

Please refer to **Appendix A & B** for the café lounge and kitchen's detailed floor plans.

## **Others**

Please tick ( $\sqrt{}$ ) if services(s) to be provided (can be multiple).

No.	Services	Please tick (√) if applicable
1.	If any of the kitchens will be used to support any other businesses that are not onsite	
2.	Provide ASB Community Discount (ASB Staff, Faculty, Students, Alumni)	

## Overview of Menu

Please tick ( $\sqrt{\ }$ ) if cuisine(s) to be provided (can be multiple).

No.	Cuisine	Please tick (√)
1.	Western Breakfast	
2.	Malaysian Breakfast	
3.	Sandwiches (e.g. panini, bagel etc.)	
4.	Hi-tea selection	
5.	Bakery (e.g. pastries, cakes)	
6.	Beverages (e.g. specialty coffee & others choices)	
7.	Pizza	
8.	Set Menu for lunch, brunch & early dinner	
9.	Desserts	
10.	Others (To add more choices, the proposed menu can be attached in another page as well)	

## **Appendix F –** Technical Tender

The selected Tenderer will be providing the F & B services at:

Block	Outlet	Size/Capacity
		• Capacity: 32 – 36 Pax
ASB Residential Block	Café Lounge with attached kitchen in Block C, Basement 1	<ul><li>Lounge size: 1,840 sqft</li><li>Kitchen Size: 450 sqft</li></ul>
		Kitchen in residential Block C Basement 1 – 1,503 sqft.

Please refer to **Appendix A & B** for the café lounge and kitchen's detailed floor plans.

## **Others**

Please tick ( $\sqrt{\ }$ ) if services(s) to be provided (can be multiple).

No.	Services	Please tick (√) if applicable
1.	If any of the kitchens will be used to support any other businesses that are not onsite	
2.	Provide ASB Community Discount (ASB Staff, Faculty, Students, Alumni)	

## **Investments by ASB**

Please list if applicable

No.	Investments by ASB	Amount Requested (MYR)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
	TOTAL	

## Overview of Menu

Please tick ( $\sqrt{}$ ) if cuisine(s) to be provided (can be multiple).

No.	Cuisine	Please tick (√)	Standard Price Range (RM)	After ASB Community Discount Price Range (RM)
1.	Western Breakfast			
2.	Malaysian Breakfast			
3.	Sandwiches (e.g. panini, bagel etc.)			
4.	Hi-tea selection			
5.	Bakery (e.g. pastries, cakes)			
6.	Beverages (e.g. specialty coffee & others choices)			
7.	Pizza			
8.	Set Menu for lunch, brunch & early dinner			
9.	Desserts			
10.	Others (To add more choices, the proposed menu can be attached in other page as well)			

#### **Appendix G – Personal Data Protection Notice Agreement (PDPA)**

PERSONAL DATA PROTECTION UNDERTAKING to ASB Management Sdn. Bhd. [hereinafter referred to as "ASB"] with Registered Address at:

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

Postcode: 50490

PERSONAL DATA PROTECTION UNDERTAKING			
	(NRIC Number) solemnly sincerely declare he following:		
1.	That I am a/the (position) in (Company name and address) and am duly authorized to affirm this declaration on behalf of the Company.		

- 2. That we are aware that this signed Undertaking forms part of the compulsory submissions in response to the **Request For Proposal for "ASB Residential Café for Asia at Jalan Dato' Onn, Kuala Lumpur."** (hereinafter referred to as the "RFP").
- 3. That our Company is fully compliant with the Personal Data Protection Act 2010 of Malaysia, and we have in place all necessary personal data protection procedures, which are strictly enforced at all times.
- 4. That we are aware in ASB's RFP, in the process of its issuance, and in any of related communications, we may have or have access to, personal data of ASB's personnel, staff, directors, customers etc.; and also that of ASB's partners, vendors, affiliates. These shall be collectively called "ASB People's Personal Data".
- 5. We hereby undertake to execute the highest degree of personal data protection for any ASB People's Personal Data that we might have, or have access to.
- 6. We further undertake that we will be liable to ASB and ASB People for any loss, damage suffering etc. due to our negligence or failure to protect ASB People's Personal Data.

Signed for and on behalf of	
In the presence of:	
	[name, NRIC No:, designation]
[name and NRIC No:]	



#### **APPENDIX H** – Checklist for Tender Submission

Please include this checklist to be place after the cover page (refer section A)

# **Checklist for Documents Required** (Please tick $\sqrt{\text{documents submitted}}$ ) **Technical Tender** 1. Company Profile – include the background & history of operation of the company, business reputation such as experiences & awards 2. Business Operation Model 3. Menu Proposal 4. Café concept – proposal of layout & interior design for the cafe **Commercial Tender** – must be password protected 1. License Fee Bid 2. Menu Pricing **Corporate Documents** 1. Copy of Identity Card of Sole Proprietor/ Key Partner / Key Management Personnel of the Company 2. Form 9 or Section 17 of the CA2016 3. Form 24 or Section 78 of the CA2016 4. Form 49 or Section 58 of the CA2016 5. Audited Financial Statements for the last 3 years 6. Company that operated less than 3 years (IF APPLICABLE) Company's founder details & key management profiles **Others** 1. Confidentiality Agreement 2. Personal Date Protection Notice Agreement (PDPA) 3. Proposal of Hygiene Certification and Operation, Health and Safety Control



Staffing Proposal	
a. CVs of key staff and organization chart	
b. Training Schedule	
5. Customer Service Charter	
6. Declaration of no material litigation or dispute has been instituted against the company and/or its directors	
7. Declaration of interest by tenderer	



## **SECTION A: COVER PAGE**

Response to Rec	quest of Proposal	
fc	or	
ASB Reside	ntial Café at	
Asia School of Business (ASB)		
endering Company Name:		
ompany Registration Number:		
Registered Company Address:		

**Contact Details:** 



## **SECTION B: CONTACT DETAILS**

Name:	
Identity Card (IC) Number:	
Position in Company:	
Age:	
Nationality:	
Address:	



## **SECTION C: COMPANY INFORMATION**

Registered Name of Company:	
Company Registration Number:	
Registration Date:	
Registration Due Date:	
Type of Business:	
Business Address:	
Postal Address:	
(This is the address to which	
written correspondence will be	
directed)	
Office Number:	



## SECTION D: DECLARATION OF INTEREST BY TENDERER

I (NRIC/Passport number	),
undersigned in my capacity of authorized representative of	
(Name of Company), hereby declare the facts and information supplied	ed in this form
are true and correct in every respect.	
I hereby accept and acknowledge that Asia School of Business (herei as ASB) reserves the right to take further action against me and including but not limited to removal from the tender list and rejection of the should any information or supporting documents submitted are found misleading.	my company, nis application,
I take note of the fact that if any false or inaccurate information is reserves the right to reject the tender submission.	supplied, ASB
ASB reserves the right to verify all of the information that has been published tender proposal.	rovided in the
Signature & Company Stamp	
Name:	
Designation:	
Date:	