



in collaboration with  
MIT Sloan Management

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

ASB Residential Café  
**Asia School of Business (ASB)**

### **Issuing Date:**

27 March 2024, Wednesday

### **Closing Date / Time:**

15 April 2024, Monday / 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](http://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 Administration (MBA)	Mid-August to Mid-April	8.30 AM – 5:00 PM
Master in Central Banking (MCB)	Mid-June to End May	8.30 AM – 5:00 PM
Executive Education Courses	Throughout the year	8.30 AM – 5:00 PM
External/ Internal Events	Throughout the year	8.30 AM – 5:00 PM
ASB Innovation & Entrepreneur Centre (IEC)	Throughout the year	8.30 AM – 5:00 PM
Agile Continuous Education (ACE) Program	Throughout the year	8.30 AM – 5:00 PM

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.

The tenderer has the privilege of using the Basement 1 (B1) kitchen as a central hub, allowing them to cater to other outlets or events efficiently without impacting café operations. The opportunity to provide banqueting services for ASB's various events is open to tenderers, in addition to the operation of the ASBR Café. 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.

1. 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

For a term of six (6) months + six (6) months (“Initial Term”) and a one-year renewal option. The Tenderer shall operate by 1 July 2024 onwards\*. 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.

*\*The exact date of commencement of operations might vary, subject to prevailing conditions and the sole discretion of ASB.*

### 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 Block	Café Lounge with attached kitchen in Block C, Basement 1	<ul style="list-style-type: none"> <li>• Capacity: 32 – 36 Pax</li> <li>• Lounge size: 1,840 sqft</li> <li>• Kitchen Size: 450 sqft</li> </ul>
		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\*

<b>Launch of Request for Proposal</b>	27 March 2024
<b>Closing Date of Request for Proposal</b>	15 April 2024
<b>Bid Clarification Meetings &amp; Site Visit</b>	<b>Date:</b> 29 April 2024, Monday <b>Time:</b> 9:30 AM
<b>Tender Submission Deadline</b>	5 May 2024, 10:00 PM
<b>Tenderer Pitch Dates</b>	8 – 10 May 2024
<b>Notification of Award</b>	Week of 1 June 2024
<b>Commencement of operations</b>	1 July onwards*

\*The exact date of commencement of operations might vary, subject to prevailing conditions and the sole discretion of ASB.

The Tenderers will have to submit the tender to ASB by **5 May 2024**. ASB will contact the interested Tenderers by **6 May 2024** who would need to respond on preferred date and time for pitches. The tender pitch will take place at Asia School of Business between 8 – 10 May 2024.

Tenders must be submitted by **5 May 2024, no later than 10:00 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 [BidsforASBFnB@asb.edu.my](mailto:BidsforASBFnB@asb.edu.my).

The bid clarifications meeting and site visit will be held on the **29 April 2024, Monday at 9:30 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.

## 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 interested 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

WhatsApp: +6012 – 462 1320

Email: [BidsforASBFnB@asb.edu.my](mailto:BidsforASBFnB@asb.edu.my)

## GENERAL REQUIREMENTS

### 2.1 Scope of Services

1. Period of agreement
  - a. For Residential café license to commence from **1 July 2024 onwards\***
  - b. The Tenderer is responsible for any operating license required for the café.
2. Service Level Requirements
  - a. 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**)
6. 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 on-boarding 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:
  - i. 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. Public Liability 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	7:30 AM – 8:30 PM

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

2. Café Concept & Layout
  - 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
  - g. Tea-break set consist of multiple selection of local *kueh* & pastry for meeting/small gathering
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 & Layout
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](mailto: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. Tender should remain valid for the period of one (1) year from the submission of tender documents.

### 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 pitch-in decision by the Tenderer.

### 3.5 Submission of Documents

1. 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 29 April – 5 May 2024** 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 [BidsforASBFnB@asb.edu.my](mailto:BidsforASBFnB@asb.edu.my) on or before the last date of submission.

It must be submitted by **5 May 2024, no later than 10:00 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

1. 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

1. 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. ASB License Fee
  - b. Performance Bond (inclusive of Bank Guarantee)
  - c. Deposits of
    - i. Security Deposit
    - ii. Utilities Deposit

### 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. ASB License Fee and Utilities Fee 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.
- l. 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. Tenderer shall aware that ASBR Café is a smoke-free environment. Smoking and vaping are strictly prohibited throughout the entire ASB premises, including hallways, lobbies, restrooms, waiting areas, and any open-air covered walkways. The tenderer will be held liable for any penalties imposed on staff or patrons who violate this policy. A designated smoking area is available for staff and patrons outside the ASB premises.
- r. The Tenderer must follow all the rules and regulations 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 – Non-disclosure Agreement (NDA)

Appendix I – Checklist for Tender Submission

Project Title  
**CADANGAN MEMBINA 4 BLOK KEDIAMAN 'ASIA SCHOOL OF BUSINESS' (ASB)**

177 UNIT YANG MENGANDUNGI;  
 1) 4 BLOK KEDIAMAN PELAJAR,  
 i. BLOK A - 7 TINGKAT (41 UNIT)  
 ii. BLOK B - 8 TINGKAT (36 UNIT)  
 iii. BLOK C - 11 TINGKAT (76 UNIT)  
 iv. BLOK E - 7 TINGKAT (24 UNIT)

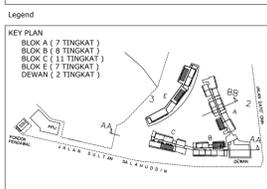
2) 1 BLOK DEWAN SERBAGUNA 2 TINGKAT

3) 1 BANGUNAN STESEN SUJIS UTAMA (SSU) 1 TINGKAT DAN 1 BLOK BILIK PENCAWANG PEMBAHAGIAN UTAMA (PPU)

4) 1 PONDOK PENGAWAL 1 TINGKAT BERSERTA 1 TINGKAT ARAS BESMEN TEMPAT LETAK KERETA

DI ATAS LOT 27, SEBAHAGIAN PT 26 DAN SEBAHAGIAN PT 28, JALAN DATO' ONI, MUKIM BANDAR KUALA LUMPUR, SEKSYEN 51, WILAYAH PERSEKUTUAN KUALA LUMPUR.

UNTUK TETUAN BANK NEGARA MALAYSIA



Developer/Land Owner  
**BANK NEGARA MALAYSIA**  
 Jalan Dato' Oni  
 P.O. Box 19922  
 50259 Kuala Lumpur  
 T+603.2093.5700 F+603.2093.5711  
 F+603.2093.2900  
 Email: Rojarah@bnm.gov.my

Architect  
**GDP**  
 45-21, Plaza Level Block C  
 45 Medan Setia 1, Bukit Damansara  
 50450 Kuala Lumpur,  
 T+603.2093.5700 F+603.2093.5711  
 www.gdparchitects.com. Reg. No. 23061-A

Civil & Structure Engineer  
**WEB STRUCTURE (M) Sdn Bhd.**  
 Projek 138, #11-01/02/03/04,  
 138 Jalan Ampang,  
 68000 Kuala Lumpur,  
 TEL: 603-2161-0907

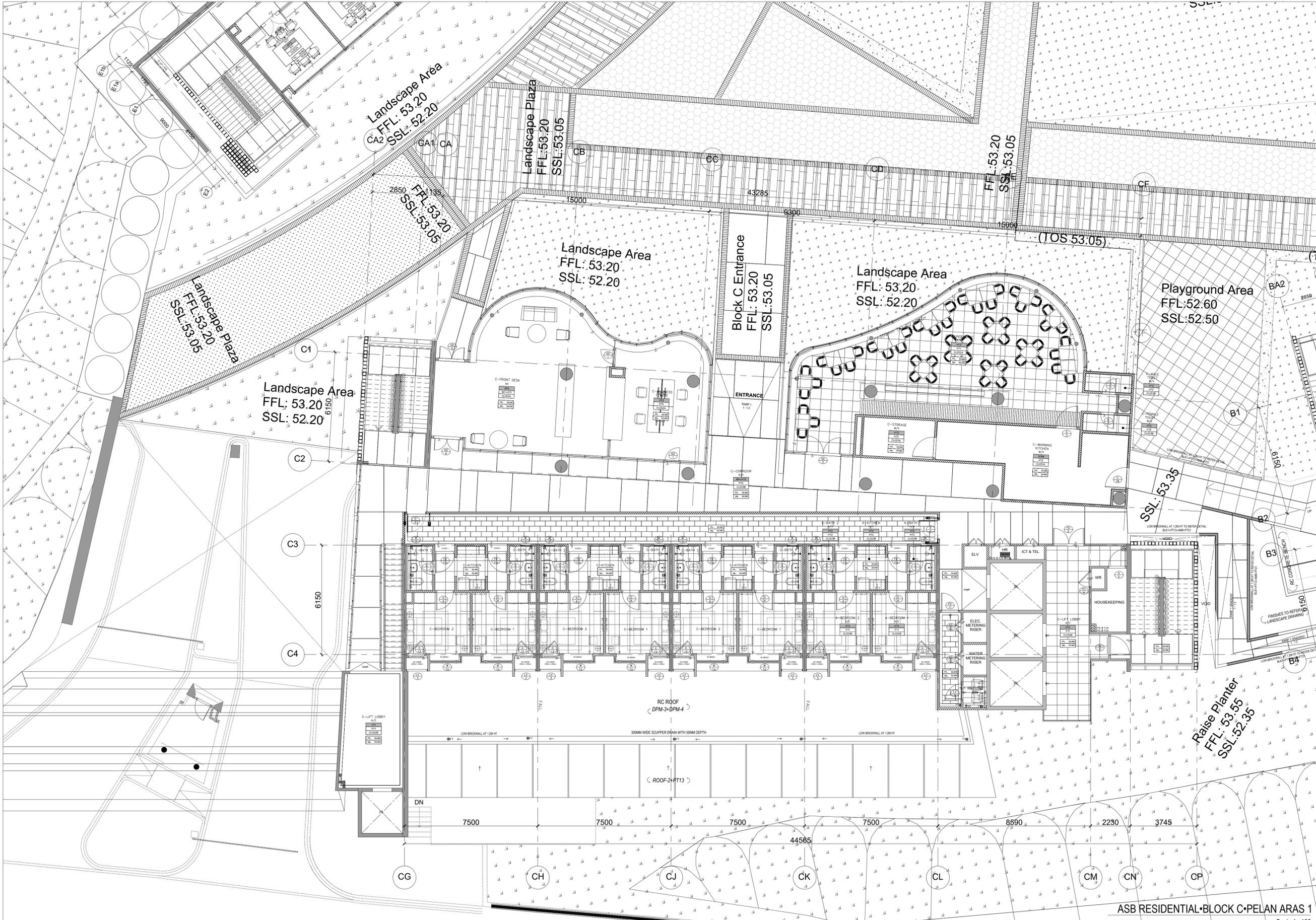
Mechanical & Electrical Engineer  
**PROJANA WAWASAN CONSULTING ENGINEER Sdn Bhd**  
 No. 12-2 Jalan Opera C/12/2,  
 Taman 108, 50450,  
 40120, Kuala Lumpur, Selangor Darul Ehsan,  
 T+603.7845.7845 F+603.7845.7847

Landscape Architect  
**SD2**  
 67, Jalan Tampines Satu,  
 Lucky Garden, Bangsar,  
 59100 Kuala Lumpur,  
 TEL: 603-2282-4611 FAX: 603-2282-0366

Quantity Surveyor  
**Northcroft**  
 304 Block A Corner Business Centre  
 10 Jalan S56/2, Kebang 2aya  
 47200 Puchong Jaya, Malaysia  
 TEL: 603-78048136 FAX: 603-78041017

Main Contractor  
**MITRAJAYA PEMERINJA MITRAJAYA Sdn Bhd.**  
 No. 9, Block D,  
 Puncak Perumahan Puchong Prima,  
 Persiaran Prima Utama,  
 Taman Puchong Prima,  
 47150 Puchong, Selangor Darul Ehsan,  
 Tel: 03-8660-9999 Fax: 03-8660-9998

Tajuk Lukisan  
**BLOCK C  
 PELAN ARAS 1**



NO	REVISIONS	DATE	BY	CHKD	APPD	DESCRIPTION
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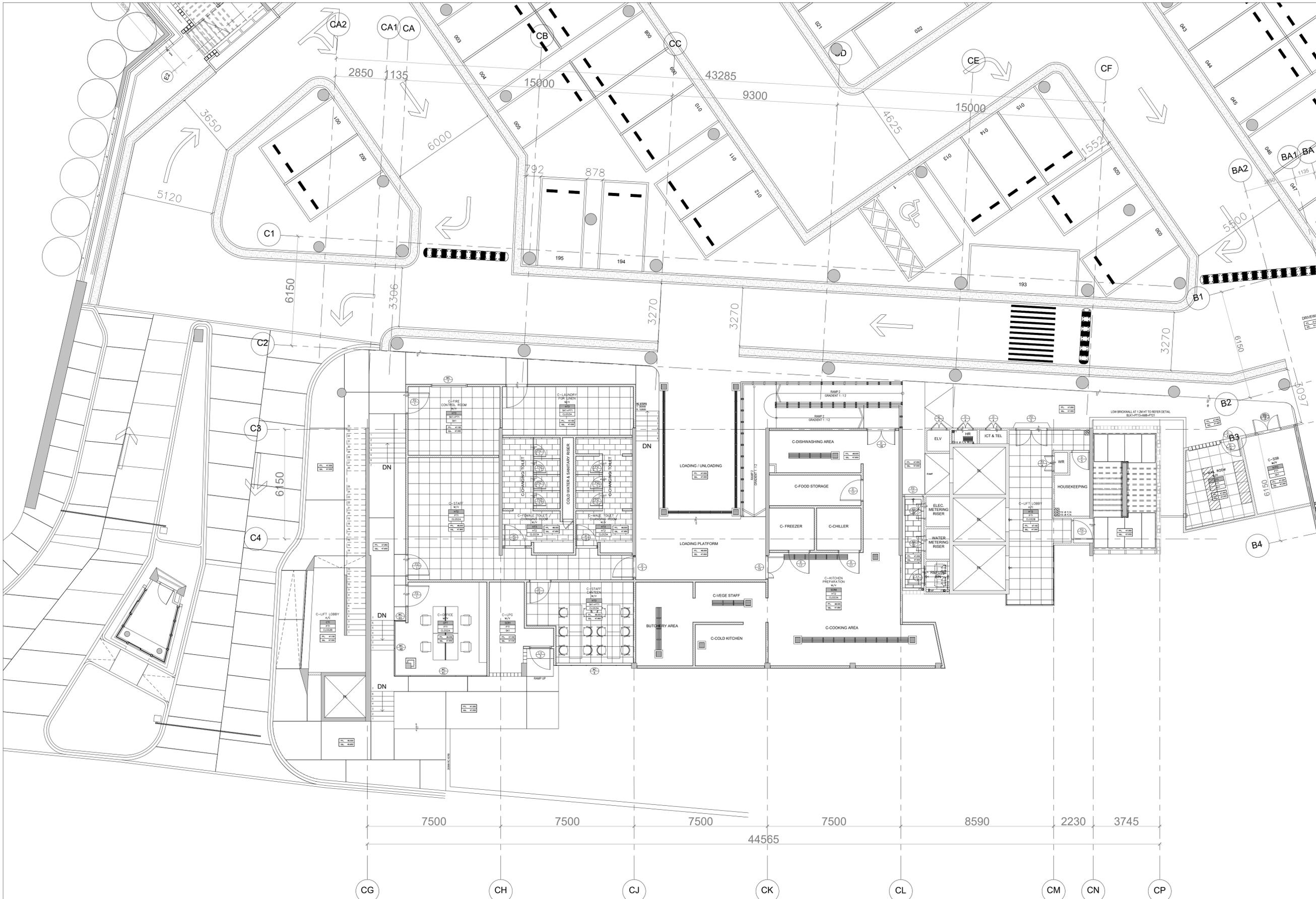
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ASB RESIDENTIAL-BLOCK C-PELAN ARAS BESMEN

Scale 1 : 100

<p><b>GENERAL NOTES</b></p> <p>1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.</p> <p>2. REFER TO ALL RELEVANT DRAWINGS FOR DETAILS AND SPECIFICATIONS.</p> <p>3. MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE MALAYSIAN INSTITUTION OF ARCHITECTS (MIA).</p> <p>4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.</p> <p>5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND SERVICES AT ALL TIMES.</p> <p>6. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.</p> <p>7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES AND SERVICES.</p> <p>8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.</p> <p>9. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.</p> <p>10. ALL MATERIALS AND EQUIPMENT SHALL BE STORED IN AN APPROPRIATE MANNER.</p> <p>11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE AND DEBRIS.</p> <p>12. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.</p> <p>13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL ADJACENT PROPERTIES AND SERVICES.</p> <p>14. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.</p> <p>15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES AND SERVICES.</p> <p>16. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.</p> <p>17. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.</p> <p>18. ALL MATERIALS AND EQUIPMENT SHALL BE STORED IN AN APPROPRIATE MANNER.</p> <p>19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE AND DEBRIS.</p> <p>20. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.</p>	<p><b>LEGEND</b></p> <p>1. ROOM NAME</p> <p>2. ROOM NUMBER</p> <p>3. ROOM AREA</p> <p>4. ROOM VOLUME</p> <p>5. ROOM PERIMETER</p> <p>6. ROOM CENTERLINE</p> <p>7. ROOM CORNER</p> <p>8. ROOM EDGE</p> <p>9. ROOM WALL</p> <p>10. ROOM FLOOR</p> <p>11. ROOM CEILING</p> <p>12. ROOM DOOR</p> <p>13. ROOM WINDOW</p> <p>14. ROOM STAIR</p> <p>15. ROOM ELEVATOR</p> <p>16. ROOM LIFT</p> <p>17. ROOM RAMP</p> <p>18. ROOM ESCAPE</p> <p>19. ROOM EXIT</p> <p>20. ROOM ENTRY</p> <p>21. ROOM CORNER</p> <p>22. ROOM EDGE</p> <p>23. ROOM WALL</p> <p>24. ROOM FLOOR</p> <p>25. ROOM CEILING</p> <p>26. ROOM DOOR</p> <p>27. ROOM WINDOW</p> <p>28. ROOM STAIR</p> <p>29. ROOM ELEVATOR</p> <p>30. ROOM LIFT</p> <p>31. ROOM RAMP</p> <p>32. ROOM ESCAPE</p> <p>33. ROOM EXIT</p> <p>34. ROOM ENTRY</p>	<p><b>REFERENCE ROOM LABEL</b></p> <p>1. ROOM NAME</p> <p>2. ROOM NUMBER</p> <p>3. ROOM AREA</p> <p>4. ROOM VOLUME</p> <p>5. ROOM PERIMETER</p> <p>6. ROOM CENTERLINE</p> <p>7. ROOM CORNER</p> <p>8. ROOM EDGE</p> <p>9. ROOM WALL</p> <p>10. ROOM FLOOR</p> <p>11. ROOM CEILING</p> <p>12. ROOM DOOR</p> <p>13. ROOM WINDOW</p> <p>14. ROOM STAIR</p> <p>15. ROOM ELEVATOR</p> <p>16. ROOM LIFT</p> <p>17. ROOM RAMP</p> <p>18. ROOM ESCAPE</p> <p>19. ROOM EXIT</p> <p>20. ROOM ENTRY</p> <p>21. ROOM CORNER</p> <p>22. ROOM EDGE</p> <p>23. ROOM WALL</p> <p>24. ROOM FLOOR</p> <p>25. ROOM CEILING</p> <p>26. ROOM DOOR</p> <p>27. ROOM WINDOW</p> <p>28. ROOM STAIR</p> <p>29. ROOM ELEVATOR</p> <p>30. ROOM LIFT</p> <p>31. ROOM RAMP</p> <p>32. ROOM ESCAPE</p> <p>33. ROOM EXIT</p> <p>34. ROOM ENTRY</p>
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**Project Title**

CADANGAN MEMBINA 4 BLOK KEDIAMAN 'ASIA SCHOOL OF BUSINESS' (ASB)

**177 UNIT YANG MENGANDUNGI:**

- 4 BLOK KEDIAMAN PELAJAR,
  - BLOK A - 7 TINGKAT (41 UNIT)
  - BLOK B - 8 TINGKAT (36 UNIT)
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  - BLOK E - 7 TINGKAT (24 UNIT)
- 1 BLOK DEWAN SERBAGUNA 2 TINGKAT
- 1 BANGUNAN TESEH SUIJS UTAMA (SSU) 1 TINGKAT DAN 1 BLOK BILIK PENCAWANG PEMBAHAGIAN UTAMA (PPU)
- 1 PONDOK PENCAWAL 1 TINGKAT BESERTA 1 TINGKAT ARAS BESMEN TEMPAT LETAK KERETA

DI ATAS LOT 27, SEBAHAGIAN PT 26 DAN SEBAHAGIAN PT 28, JALAN DATO' ONI, MUKIM BANDAR KUALA LUMPUR, SEKSYEN 51, WILAYAH PERSEKUTUAN KUALA LUMPUR.

UNTUK TETUAN BANK NEGARA MALAYSIA

**Legend**

KEY PLAN

BLOK A ( 7 TINGKAT )

BLOK B ( 8 TINGKAT )

BLOK C ( 11 TINGKAT )

BLOK E ( 7 TINGKAT )

DEWAN ( 2 TINGKAT )

**Developer/Land Owner**

BANK NEGARA MALAYSIA

100, Jalan Sultan, Kuala Lumpur

Tel: 603-2093 5700 Fax: 603-2093 5711

Email: roslianfec@bnm.gov.my

**Architect**

GDP ARCHITECT SDN BHD.

45-1, Jalan Level Block C, 45 Medan Setia 1, Bukit Damansara, 50099 Kuala Lumpur, Malaysia

Tel: 603-2093 5700 Fax: 603-2093 5711

www.gdparchitects.com Reg. No. 932661-A

**Civil & Structure Engineer**

WEB STRUCTURE (M) SDN BHD.

Plaza 138, #21-01/02/03/04, 138, Bangsar, 50450 Kuala Lumpur.

Tel: 603-2165 9907

**Mechanical & Electrical Engineer**

PROJAMA WANJAWAN CONSULTING ENGINEER SDN BHD

No. 12-2 Jalan Opera C 02/2, Taman TTDI, Kuala Lumpur, 40150, Shah Alam, Selangor Darul Ehsan.

Tel: 603-7845 7845 Fax: 603-7845 7847

**Landscape Architect**

SEKSIAN DESIGN SDN BHD.

67, Jalan Tempayan Batu, Lucky Garden, Bangsar, 59100 Kuala Lumpur.

TEL: 603-2282 4611 FAX: 603-2282 0366

**Quantity Surveyor**

NORTHROFT LPM PERANGIN SDN BHD.

304 Block A, Galleria Business Centre, 10 Jalan SS6/2, Kuala Lumpur 47300 Petaling Jaya, Malaysia

TEL: 603-78048156 FAX: 603-78049107

**Main Contractor**

MEJANAN MITRAJAYA SDN BHD

No. 9, Block D, Puncak Peninggahan Puchong Prima, Persiaran Prima Utama, Taman Puchong Prima, 47150 Puchong, Selangor Darul Ehsan.

Tel: 03-8966 9999 Fax: 03-8966 9998

**Tajuk Lukisan**

BLOCK C

PELAN ARAS BESMEN

**AS BUILT DRAWING**

Skala	AS SHOWN	Tarikh	MAY 2020
Dilukis	ZZ	Dijemak	AS

Sheet Number: PM6220

Number Lukisan: PM/ASB/ASB/ARCH/BLK.C/B/01

Status Lukisan: ASB

Prinsipal: 00

## 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
<b>STORAGE</b>							
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	
<b>BEVERAGE PREPARATION</b>							
7	HL-06	S/Steel Wall Mounted Cabinet c/w 2 Tier Shelves and Sliding Door.	2100 x 500 x 600mm	LOCAL		1	
8	HL-03	S/Steel 2 Door Counter Chiller	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 Below	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	
<b>COOKING AREA</b>							
13	HL-09	S/Steel Single Bowl Sink Cabinet	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	HL-11	S/Steel 2 Door Counter Chiller		HOSHIZAKI	RT-128MA-S	1	
17	HL-15	900 Series Char Grill Floor Standing	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	HL-18a	10 x 1/1 GN Size Combi Oven with GN Rack Below		CONVOTHERM	C4ET 10.10 ES RA	1	
22	HL-13	S/Steel Wall Mounted Exhaust Hood c/w Fresh Air Chamber	3500 x 1200 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	HL-20	Insulated Food Server (non-electric)		CAMBRO	UPC1600	2	
<b>DISH WASHING AREA</b>							
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	HL-25	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	
<b>SEVERY AREA</b>							
31	HL-28	Induction Cooker		PRECISE	BI 2000 NT	6	
32	HL-29	Automatic Coffee Machine		THERMOPLAN	4 CTM RS	2	
<b>Total</b>						<b>114</b>	

## ASBR Main Kitchen

**List of F&B Start Equipment Provided by ASB  
Residential - Main Kitchen Block C Basement 1**

NO	CODE	ITEMS	DIMENSION	BRAND	MODEL	QTY	REMARKS
<b>LOADING AREA</b>							
1	HB-01	Retractable Hose Reel		T&S	B7102-01	1	
2	HB-02	S/Steel 3 Tier Service Trolley	1000 x 600 x 900mm	LOCAL		3	Inside Kitchen
3	HB-03	300kg Weighing Scale		AVERY	HZQW	1	
4	HB-04	S/Steel Worktable c/w 1 No. Plain Shelf 1 No. Drawer Below	1400 x 750 x 850mm	LOCAL		1	
5	HB-05	S/Steel Wall Mounted Shelf	1400 x 300 x 150mm	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	
<b>BUTCHERY PREP.</b>							
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	HB-19	S/Steel Worktable c/w 2 nos. Plain Shelf	1340 x 750 x 850mm	LOCAL		1	
11	HB-20	S/Steel Worktable 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	HB-23	S/Steel Worktable c/w 2nos. Plain Shelf	1440 x 750 x 850mm	LOCAL		1	
<b>VEGE PREP</b>							
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	HB-16	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		1	
<b>COLD KITCHEN</b>							
19	HB-24	S/Steel Salad Counter Chiller	1500 x 750 x 860mm	HOSHIZAKI	RTC150MDA	1	
20	HB-25	S/Steel Worktable c/w 2nos. Plain Shelf	1200 x 750 x 850mm	LOCAL		1	
21	HB-26	S/Steel 4 Door Upright Chiller with Solid Door	1370 x 850 x 2000mm	HOSHIZAKI	HRE 127 MA	1	
22	HB-27	S/Steel Single Bowl Sink	1180 x 750 x 850mm	LOCAL		1	
23	HB-28	S/Steel Worktable c/w 2nos. Plain Shelf (odd shape)	14400 x 750 x 850mm	LOCAL		1	
24	HB-29	S/Steel Wall Mounted Shelf	1180 x 300 x 300mm	LOCAL		1	
25	HB-29	S/Steel Wall Mounted Shelf (odd shape)	14400 x 300 x 300mm	LOCAL		1	
<b>COOKING AREA</b>							
26	HB-30	Handwash Sink with Lever Faucet		TOURNUS	806382	1	
27	HB-31	S/Steel Single Bowl Sink Table	1050 x 750 x 850mm	LOCAL		1	
28	HB-32	S/Steel Pick Up Counter	1800 x 300 x 150mm	LOCAL		2	
29	HB-33	S/steel 2 Deck Overhead Shelf c/w 36" Heated Food Warmer	1800 x 300 x 700mm	LOCAL		2	
30	HB-34	S/Steel 3 Door Counter Chiller	1800 x 750 x 850mm	HOSHIZAKI	RTC 180 MDA	2	
31	HB-37	S/Steel Wall Mounted Exhaust Hood c/w Fresh Air Chamber	8000 x 1200 x 550mm	LOCAL		2	
32	HB-38a	20 X 1/1 GN Size Combi Oven		CONVOTHERM	C4ET20.10 ES RA	1	
33	HB-38b	10 x 1/1 GN Size Combi Oven		CONVOTHERM	C4ET10.10 ES RA	1	
34	HB-44	S/Steel Spreader Table	800 x 900 x 850 mm	LOCAL		1	
35	HB-39	900 Series Chargrill Floor Standing	400 x 800 x 900mm	BARON	Q90FTV/G400	1	
36	HB-41	900 Series Griddle Floor Standing	400 x 800 x 900mm	BARON	Q90GLV/G400	1	
37	HB-42	900 Series 4 Open Burner c/w Oven	800 x 800 x 900mm	BARON	Q90PCF/G8001	1	
38	HB-43	700 Series Twin Tank Deep Fat Fryer (7L x 2 Tanks)	400 x 800 x 900mm	BARON	Q70FRI/E415	1	
39	HB-45	S/Steel 2 Ring Kwali Range	1800 x 900 x 750 mm	CR PROF		1	
40	HB-46	S/Steel Worktable c/w 2nos. Plain Shelf	1330 x 600 x 850 mm	LOCAL		1	
<b>COLD ROOM</b>							
41	HB-09	Walk In Freezer	2500 x 2000 x 2700mm	LOCAL		1	
42	HB-10a	S/Steel 4 Tier Adjustable Wire Shelving	900 x 500 x 1500mm	MAXEL		2	TBC - Freezer Locked
43	HB-10b	S/Steel 4 Tier Adjustable Wire Shelving	1200 x 500 x 1500mm	MAXEL		2	TBC - Freezer Locked
44	HB-11	Walk In Chiller	2400 x 2000 x 2700mm	LOCAL		1	
45	HB-12a	S/Steel 4 Tier Adjustable Wire Shelving	900 x 500 x 1500mm	MAXEL		2	TBC - Freezer Locked
46	HB-12b	S/Steel 4 Tier Adjustable Wire Shelving	1200 x 500 x 1500mm	MAXEL		2	TBC - Freezer Locked

## ASBR Main Kitchen

**List of F&B Start Equipment Provided by ASB  
Residential - Main Kitchen Block C Basement 1**

NO	CODE	ITEMS	DIMENSION	BRAND	MODEL	QTY	REMARKS
<b>GENERAL PREPARATION</b>							
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	
<b>FOOD STORAGE</b>							
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	
<b>DISHWASHER AREA</b>							
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	
<b>Total</b>						<b>173</b>	

**Appendix E – Technical Tender**

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

Block	Outlet	Size/Capacity
ASB Residential Block	Café Lounge with attached kitchen in Block C, Basement 1	<ul style="list-style-type: none"> <li>• Capacity: 32 – 36 Pax</li> <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 (√) 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 (√) 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
ASB Residential Block	Café Lounge with attached kitchen in Block C, Basement 1	<ul style="list-style-type: none"><li>• Capacity: 32 – 36 Pax</li><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 (✓) 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*

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

## **Overview of Menu**

Please tick (√) 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)			

**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**

I ..... (name) ..... (NRIC Number) solemnly and 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 "Cafeteria Operations & Banqueting Services, for Asia School Of Business's New Campus 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:]



4. The Receiving Party shall hold Confidential Information in confidence and take all reasonable steps to preserve the confidential and proprietary nature of Confidential Information, including, without limitation:
  - a. Preventing disclosure of Confidential Information to persons within its organization not having a need to know in order to accomplish the Specific Purpose, and persons outside its organization regardless of the reason, except as necessary to carry out the Specific Purpose or to exercise the rights granted herein, and only to the extent that such persons are bound by confidentiality obligations substantially similar to those set forth in this NDA;
  - b. Advising all of its employees, officers, agents who gain access to Confidential Information of its confidential and proprietary nature; and
  - c. Developing reasonable procedures and policies to ensure that all of its employees, officers, agents who gain access to Confidential Information observe the confidentiality and non-disclosure requirements hereof. In the case of its subcontractors, the Receiving Party procure that its subcontractors shall execute an agreement substantially in the form of this NDA with respect to Confidential Information of the Disclosing Party.

The obligations of this paragraph also apply to the fact of the existence of Confidential Information, of this NDA and the occurrence of all meetings and communications of the Parties which involve Confidential Information, and shall survive the termination of this NDA subject to clause 13.

5. The Receiving Party understands and agrees that it is not allowed to sell, license, develop or otherwise exploit any parts, products, services, documents or information which embody in whole or in part any Confidential Information, except as contemplated by the NDA.
6. The confidentiality and non-disclosure obligations of the previous paragraphs shall not apply if, and to the extent that:
  - a. Confidential Information was known to the Receiving Party prior to its receipt from the Disclosing Party;
  - b. Confidential Information is or becomes part of the public domain other than by the fault of the Receiving Party;
  - c. Confidential Information is rightfully disclosed to the Receiving Party by a third party that is legally free to disclose such Confidential Information; or
  - d. Confidential Information is disclosed pursuant to a judicial order or decree, governmental law or regulation, provided that the Receiving Party promptly notifies the Disclosing Party of such requirement, and reasonable opportunity is allowed by the Receiving Party for the Disclosing Party to file for or obtain a protective order or otherwise proceed to protect under applicable law, the interests of the Disclosing Party.
7. Although this NDA does not restrict the Receiving Party from working with a person or entity which has independently developed information or materials similar to the Confidential Information, in such circumstance, the Receiving Party agrees not to disclose the fact that any similarity exists between the Confidential Information and the independently developed information and materials, and the Receiving Party understands that such similarity does not excuse the Receiving Party from the non-disclosure and other obligations in this NDA.
8. All Confidential Information supplied by the Disclosing Party hereunder and all copies thereof, in whole or in part and on all media, shall be returned to the Disclosing Party by the Receiving Party promptly upon demand by the Disclosing Party.

9. The Confidential Information and all Intellectual Property Rights (as defined hereinafter) fixed, embodied or otherwise subsisting therein or arising therefrom, and in all works, inventions, discoveries, know-how, techniques, processes, methods, systems, ideas and other elements thereof, are and will remain the sole and exclusive property of its owner, over which the owner retains all ownership and all right, title, and interest. The furnishing of any Confidential Information hereunder shall not be construed as the granting of a license under any patent, patent application, copyright, copyright registration, trade secret or other proprietary right by the Disclosing Party to any person or entity or as implying any obligation other than is specifically stated herein. For the purposes of this NDA, “Intellectual Property Rights” means any and all rights affecting intellectual or industrial property existing now or in the future in Malaysia or in any other jurisdictions.
10. The Receiving Party agrees not to issue or release any articles, advertising, publicity, or other public notices relating to this NDA, the facts and circumstances pertaining hereto, or any Confidential Information or mentioning or implying the name of the Disclosing Party (including without limitation, the fact that a meeting or discussion has taken place between the Parties), except as may be required by law or after providing the Disclosing Party, to the extent practical, with an opportunity to review and comment thereon.
11. Where the Confidential Information includes the exchange of personal data of the subscribers of the Company, the Receiving Party agrees to comply with all data protection legislations including, without limitation, the Personal Data Protection Act 2010 (Act 709).
12. The Receiving Party shall upon the expiry or termination of this NDA or upon demand by the Disclosing Party, purge all information from its computer systems, and/or destroy them (including all copies), return all copies of information given and supporting materials to the Disclosing Party or its authorized representative, and supply written confirmation to the Disclosing Party that such actions have been completed. All obligations to keep all information confidential as of the termination date shall survive termination.
13. This NDA shall continue to govern the delivery of Confidential Information until terminated by mutual agreement of the Parties in writing. The obligations of the Receiving Party hereunder with regard to Confidential Information shall survive the termination of this NDA.
14. The Receiving Party undertakes to indemnify and keep the Disclosing Party at all times fully indemnified from and against any loss or disclosure of the Confidential Information and from all actions, proceedings, claims, demands, costs, awards and damages arising directly or indirectly as a result of any breach or non-performance by the Receiving Party of any of its undertakings, warranties and obligations under this NDA. The Receiving Party understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of Confidential Information and that injunctive relief would be appropriate to prevent any actual or threatened use of disclosure of such Confidential Information.
15. The Receiving Party understands that the Disclosing Party may waive some of the requirements expressed in this NDA but such a waiver to be effective must be made in writing by the Disclosing Party and should not in any way be deemed a waiver of the Disclosing Party's right to enforce any other requirements or provisions of this NDA.
16. This NDA shall apply to any Confidential Information in respect of the Specific Purpose that may have been provided to the Receiving Party prior to the Effective Date hereof.

17. The relationship of the Parties is that of independent contractors, and the Parties shall not directly or indirectly claim or represent otherwise to any person.
18. This NDA shall be binding on the respective Parties hereto and their successors and permitted assigns as contemplated by the NDA.
19. Neither the execution of this NDA nor the exchange of Confidential Information shall be deemed an undertaking or commitment from either Party to enter into a commercial transaction with the other Party.
20. This NDA shall be governed by the laws of Malaysia and all disputes arising out of this NDA shall be resolved by arbitration at the Asian International Arbitration Centre (“AIAC”) in accordance with the Rules of the AIAC.
21. This NDA is the entire agreement between the Parties and supersedes any and all prior or contemporaneous representations, agreements and promises, written or oral, between the Disclosing Party and Receiving Party, regarding the subject matter of this NDA. This NDA may be modified only in writing signed by both Parties hereto.
22. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in PDF format shall be considered valid and binding between parties.



In witness whereof the Parties hereto have caused this NDA to be executed by their duly authorised representatives.

**ASB Management Sdn Bhd**

**[ Name of Company ]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A

### PART I – DETAILS OF COMPANY

<b>Name of Company</b>	
<b>Company No</b>	
<b>Nature of Business</b>	
<b>Address</b>	
<b>Contact No &amp; Email Address</b>	
<b>Contact person</b>	

### PART II - SPECIFIC PURPOSE

<b>PROJECT</b>	Request for Proposal (RFP) for ASB Residential Café
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The Specific Purpose of this NDA involves the provision of information by the Disclosing Party to the Receiving Party in relation to above Project for the following purpose(s):-

<b>SPECIFIC PURPOSE</b>	Food and Beverages (F&B) operators for ASB Residential Café
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## APPENDIX I – Checklist for Tender Submission

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

<b>Checklist for Documents Required</b> <b>(Please tick <input type="checkbox"/> documents submitted)</b>	
<b>Technical Tender</b>	
1. Company Profile – <i>include the background &amp; history of operation of the company, business reputation such as experiences &amp; awards</i>	
2. Business Operation Model	
3. Menu Proposal	
4. Café concept – <i>proposal of layout &amp; interior design for the cafe</i>	
<b>Commercial Tender – <i>must be password protected</i></b>	
1. License Fee Bid	
2. Menu Pricing	
<b>Corporate Documents</b>	
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	
<b>Others</b>	
1. Non-disclosure Agreement (NDA)	
2. Personal Data Protection Notice Agreement (PDPA)	
3. Proposal of Hygiene Certification and Operation, Health and Safety Control	

4. 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 Request of Proposal  
for  
ASB Residential Café at  
Asia School of Business (ASB)**

**Tendering Company Name:**

**Company Registration Number:**

**Registered Company Address:**

**Contact Details:**

## SECTION B: CONTACT DETAILS

<b>Name:</b>	
<b>Identity Card (IC) Number:</b>	
<b>Position in Company:</b>	
<b>Age:</b>	
<b>Nationality:</b>	
<b>Address:</b>	

### SECTION C: COMPANY INFORMATION

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

## 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 in this form  
are true and correct in every respect.

I hereby accept and acknowledge that Asia School of Business (hereinafter referred  
as ASB) reserves the right to take further action against me and my company,  
including but not limited to removal from the tender list and rejection of this application,  
should any information or supporting documents submitted are found to be false or  
misleading.

I take note of the fact that if any false or inaccurate information is supplied, ASB  
reserves the right to reject the tender submission.

ASB reserves the right to verify all of the information that has been provided in the  
submitted tender proposal.

\_\_\_\_\_  
Signature & Company Stamp

Name:

Designation:

Date: