



TENDER NOTICE

Reference No.: RFQ001/10/LS3

Institut Bank-Bank Malaysia's Corporate Resources Division located at LG5, Wisma IBI, No. 5 Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur, will receive quotations, until 4.00 p.m. on January 25, 2010, for:

**Providing Catering Services to the Institut Bank-Bank Malaysia at Wisma IBI,
No. 5 Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur**

No late bids will be accepted.

Specifications and related RFQ documents may be obtained from the Institute's web site beginning January 11, 2010.

The Institute reserves the right to reject any and all bids received for good cause if it is in the best interest of the Institute to do so, or if the bid is not in compliance with the prescribed bidding procedures.

Questions concerning this procurement should be directed to:

Leong Seh Yuh (Ms)
Senior Executive
Facilities & Administration
Corporate Resources Division
Tel: 03-20956833 ext. 118

REQUEST FOR QUOTATIONS (RFQ)

Reference No.: RFQ001/10/LS3

Dear Sirs

You are invited to submit your quotations for:

**Providing Catering Services to the Institut Bank-Bank Malaysia at Wisma IBI,
No. 5 Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur**

Quotations must be received at the Corporate Resources (CR) Division at LG5, Wisma IBI,
No 5 Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur, by:

January 25, 2010, 4.00 p.m.

This solicitation consists of the sections listed in the table of contents which will be part of
any resulting contract.

Vendors should familiarise themselves with the entire quotation exercise. Quotations should
be submitted as specified herein under this cover sheet.

Yours sincerely

Leong Seh Yuh (Ms)
Senior Executive
Facilities & Administration
Corporate Resources Division

Legal Name of Company/ Firm: _____

Company/ Business Registration No.: _____

Mailing Address: _____

Business Address: _____

Authorised Signature: _____

Typed or Printed Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____



**TENDER DOCUMENT
FOR
PROVIDING CATERING SERVICES**

Reference No.: RFQ001/10/LS3

EVENT	DATE	TIME
Advertisement	January 11, 2010	
Pre-Tender Conference and Site Visit	January 13, 2010	10.00 a.m. – 11.00 a.m.
Last Date For Submission of Tender	January 25, 2010	4.00 p.m.
Opening of Tender	January 26, 2010	10.00 a.m.

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SECTION I – INSTRUCTIONS TO BIDDERS

Reference No.: RFQ001/10/LS3

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1. INTRODUCTION

Institut Bank-Bank Malaysia herein after referred to as the “Institute” will receive quotations from companies/ firms (herein after referred to as the “Bidder” or “Vendor”) having specific experience and qualifications in the area identified in this solicitation. For consideration, quotations for the contract must contain evidence of the vendor’s experience and abilities in the specified area or other disciplines directly related to the proposed service. Other information required by the Institute is specified in the “CONTENTS OF QUOTATION” clause included in this RFQ. A tender committee shall review and evaluate all quotations. A contract will be offered to the qualified vendor that makes the most attractive offer to the Institute based on the evaluation factors specified herein.

2. ORGANISATION OF RFQ DOCUMENT

This RFQ is organised into three sections:

Instructions to Bidders;
General Provisions; and
Scope of Services (SOS).

The General Provisions section is included to provide the Vendor with the standard contract clauses included in any contract of this type. The description of the task to be performed is included in the Scope of Services. Clauses in these sections form part of the contract of award which will be effect by way of Purchase Order. Any changes in existing language should be identified in your “ACCEPTANCE OF CONDITIONS” Submittal tab. Bidders are placed on notice, however, that a quotation that complies with these clauses (few or no exceptions stated and a plan that meets the needs of the Institute as specified in the SOS) will probably score higher than a quotation with exceptions and a deviation from the stated needs.

3. PRE-QUALIFICATION CRITERIA

The bidders who intend to participate shall meet the following qualifying requirements:

3.1 Experience Criteria

- 3.1.1 The prospective bidder should have successfully carried out catering services in any industry/organization/establishment for an average of not less than 200 persons per day in a single unit for a continuous period of two years.
- 3.1.2 The bidders having experience only in the Cafeteria (snacks & beverage services) will not be considered.
- 3.1.3 The annual value of single largest contract at a unit should be not less than RM30,000 per annum on a daily operation.

3.2 Financial Criteria

- 3.2.1 The annual turnover of the bidder during the last three years ending December 31, 2008 should be at least RM100,000.
- 3.2.2 The financial net worth of the bidder shall not be negative during the financial year 2008-09.

SECTION I – INSTRUCTIONS TO BIDDERS (CONT.)

3.3 Other Criteria

- 3.3.1 The bidder must be a registered business entity with the local authorities and is licensed to provide catering services in Kuala Lumpur, and must have obtained all permits and approvals as required by the law.
- 3.3.2 The bidder must possess a Malaysian Halal Certification by Jabatan Kemajuan Islam Malaysia (JAKIM).
- 3.3.3 The bidder must procure and maintain a Public Liability Insurance of at least RM100,000.
- 3.3.4 Joint Ventures / Consortium based offers shall not be accepted.

4. SUBMITTING QUOTATIONS

- 4.1 Bidders will submit quotations on the schedules provided herein. Bidders will also submit the cover sheet to this solicitation with their quotation and other documents as provided herein. Forms submitted must be completed, legible, and manually signed. “FAX” and “E-mailed” quotations will not be accepted.
- 4.2 Quotations must be submitted in a sealed envelope, marked and addressed as shown below. Envelopes with quotation numbers written on the outside will not be opened until the scheduled date and time. Quotations must be received prior to the date and time mentioned on the cover page of this RFQ.

<p>Bidder's Return Address XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX</p> <p style="text-align: center;">Institut Bank-Bank Malaysia Corporate Resources Division LG5, Wisma IBI, No. 5 Jalan Semantan Damansara Heights 50490 Kuala Lumpur</p> <p>Reference No.: RFQ001/10/LS3 Closing Date: January 25, 2010</p>

- 4.3 Neither the Institute nor its officers or employees shall be responsible for the premature opening or failure to open a quotation which is not properly addressed and identified.

SECTION I – INSTRUCTIONS TO BIDDERS (CONT.)

- 4.4 The Institute’s Corporate Resources Division is located at LG5, Wisma IBI, No. 5 Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur, and is open for business from 8.45 a.m. to 1.00 p.m. and 2.00 p.m. to 5.45 p.m., Monday through Thursday, from 9.00 a.m. to 1.00 p.m. and 2.00 p.m. to 5.00 p.m. on Friday. Acceptance of Special Delivery mail is not available on Saturday, Sunday or Gazetted Public Holidays. The ultimate responsibility for the delivery of the quotation lies with the vendor. The Institute shall make no concession regarding postal service or any other form of conveyance of the quotation even when timely delivery of the quotation fails through no fault of the vendor.
- 4.5 Bidders are encouraged to mail return quotations at least three (3) working days prior to quotation closing. Quotations mailed less than three (3) working days before closing should be sent by Postal Express, Courier Express, or similar service.
- 4.6 This is a suggestion only to minimise late quotations received and does not negate the aforementioned disposition of late quotations.
- 4.7 The bidding documents are and shall remain the exclusive property of the Institute without any right to the bidder to use them for any purpose except bidding and for use by successful bidder with reference to the contract.
- 4.8 Each bidder shall submit only one bid and a bidder who submits or participates in more than one bid will cause all the quotations with the bidder’s participation to be disqualified.

5. CONTENTS OF QUOTATION

The sealed tenders are to be submitted under the Request for Quotations cover sheet (page ii). The Request for Quotations Cover Sheet must be completed and signed and shall be the face document of the quotation. Bidders shall present their responses to the items in Part I: Techno Commercial Bid (Annexure I) and Part II: Price Bid. Failure to submit quotations in the format specified below shall be considered just cause for rejection of the quotation at the sole discretion of the Institute.

6. RECEIPT AND OPENING OF QUOTATIONS

- 6.1 Quotations received prior to the specified hour of closing will be kept secured and sealed. The Institute representative whose duty it is to open them will decide when the specified time has arrived, and no quotation received thereafter will be considered.
- 6.2 No responsibility will attach to the Institute or its representatives for the premature opening of, or the failure to open, a quotation not properly addressed and identified in accordance with the instructions contained herein.

SECTION I – INSTRUCTIONS TO BIDDERS (CONT.)

6.3 At the time and place fixed for the opening of quotations, the Institute's representative will cause the quotations to be opened and recorded. The number of offers received, the identity of bidders, or the contents of a quotation will not be disclosed to the public until all quotations have been evaluated, negotiations completed if required, and a recommendation for award has been prepared for the Institute's General Purposes Committee.

7. LATE QUOTATIONS

Quotations received after the exact date and time specified for closing shall not be considered, and shall be held unopened by the Institute until after the award of the contract. The Institute reserves the right, at its discretion, to consider quotations which have been delayed or mishandled by the Institute.

8. PRICES

The vendor shall state prices in the units of issue on this RFQ. Prices quoted for goods or services must be in Malaysian Ringgit (RM) and include applicable government duties, service taxes, packaging, and transportation cost to the site so that upon transfer of title the goods can be utilized, or the services can be provided without further cost.

9. MODIFICATION, CORRECTION, OR WITHDRAWAL OF QUOTATIONS

Quotations may be modified, corrected, or withdrawn on written or FAX request received prior to the time fixed for the quotation closing, provided that written confirmation of any withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for quotation closing. Quotations may not be modified or corrected verbally. The bidder bears the same responsibility for delivery of quotation modifications, corrections, or withdrawals as for the original document. All modifications, corrections, or requests for withdrawal must be clearly marked as such. Any attempt to make additions, deletion, corrections, or withdrawals of the quotation not in compliance with these provisions may be construed as a lack of "Good Faith" and may be cause for rejection of the quotation.

10. COST OF TENDERING

The Institute will not be responsible or pay for any expenses or loss which may be incurred by the bidders in connection with the preparation of this tender.

11. EVALUATION OF QUOTATIONS

- 11.1 Evaluation Factors. The Institute will be the sole judge of the merits of each vendor response. Responses received will be screened by a tender committee. The Institute reserves the right to use in-house information for assessment of capability of bidders and interview none, any or all of the vendors who participate in this process.
- 11.2 Contract(s) will be awarded to those vendor(s) receiving the highest cumulative points. The decision of the tender committee will be a consensus and will be final.
- 11.3 Quotations will be reviewed for completeness and compliance with the requirements of this RFQ and scored in the following categories:

11.3.1 Criteria for Ranking (refer Annexure I)

Each non-price criterion will be assessed on its individual merits and then compared relative to other organisations to reduce the likelihood of any imbalance between relative scores. Allocation of point scores in the range 0-5 should be in accordance with the following table:

Score	Description	Interpretation
0	Unacceptable	has not demonstrated any capability
1	Marginal	has barely demonstrated adequate capability
2	Acceptable	demonstrated capability is adequate without any enhancement
3	Good	has demonstrated more than adequate capabilities
4	Very Good	has demonstrated more than adequate capabilities and additional factors which sets it apart
5	Excellent	outstanding in all respects

11.3.2 Evaluation of Price Bid

- 11.3.2.1 The price quoted will be scored differently to other criteria, with lowest price scoring highest, according to the following formula:

$$\text{Score} = \text{Lowest Tender Price} / \text{Tendered Price} \times 50\%$$

- 11.3.2.2 The median price is then established from all of the quotations received and the highest rated bidder's price should all within a +/- 30% range of the median. If this occurs then recommendation

SECTION I – INSTRUCTIONS TO BIDDERS (CONT.)

of the highest rated bidder is automatic. If the highest rate bidder's price falls outside the +/- 30% range then it is mandatory for the Committee to conduct further evaluation and / or an interview with the recommended bidder (and other bidders as necessary) to determine that value for money is being obtained as well as ensuring that the bidder has costed the full scope of services and is able to undertake the work in accordance with the specification.

11.4 The weighting shall be as follows:

- (a) 50% for non-price criteria; and
- (b) 50% for price.

11.5 After such review, should the Committee believe that better value for money is offered by other than the highest rated bidder, the Committee will recommend the other bidder.

11.6 Negotiations. Bidders are asked to provide their best offer to include pricing as their initial submittals. The Institute desires to award a contract based on the initial submissions and bidders should not rely on the negotiation process to modify their offers. However, the Institute may conduct negotiations in accordance with the following at the Institute's option:

- 11.6.1 With the bidder of the most attractive quotation in an attempt to modify the quotation to be acceptable to the Institute;
- 11.6.2 With the bidders who have submitted quotations that are within the established competitive range; or
- 11.6.3 With all bidders.

Negotiations, if conducted, will occur after the closing date of the Request for Quotation. Bidders shall be accorded fair and equal treatment during negotiations with respect to any opportunity for discussion and revision of quotations and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information derived from quotations submitted by competing bidders.

11.7 Best and final offer. Upon completion of negotiations, if any, the Institute may call for "best and final offers" (BAFO) at its discretion.

12. CONTRACT DOCUMENTS

12.1 The award of the contract shall be effect by a Purchase Order from the Institute but the terms of the award shall include all the provisions in this RFQ unless expressly excluded. The following documents shall form part of the contract:

12.1.1 This RFQ (comprises Instructions to Bidders, General Provisions and Scope of Services);

12.1.2 Amendments to this RFQ (if any);

12.1.3 Bidder's quotation;

12.1.4 Amendments to the Bidder's quotation and/or BAFO generated during the negotiation process.

12.2 If a formal contract is prepared and executed, nit shall constitute the final agreement.

13. AWARD OF CONTRACT

13.1 The resulting contract will be awarded to the responsible bidder submitting the most attractive quotation as determined by the evaluation factors and complying with the requirements of this solicitation, provided his quotation is reasonable and it is in the best interest of the Institute to accept it. The Institute, however, reserves the right to reject any and all quotations and to waive any informality or irregularity in quotations received whenever such rejection or waiver is in the Institute's interest.

13.2 The Institute reserves the right to accept or reject any or all items of any quotation, where such acceptance or rejection is appropriate and does not affect the basic quotation.

13.3 The Institute reserves the right to reject any or all quotations, to waive deviations from the specifications and to waive informalities in the quotations received whenever such rejection or waiver is considered to be in the best interest of the Institute.

13.4 The Institute reserves the right to reject the offer of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the quotation of a bidder who is not, in the opinion of the Institute, in a position or qualified to perform the Contract; and any or all offers when such rejection is in the interest of the Institute.

13.5 Award in part or in whole is contingent upon available funding.

SECTION I – INSTRUCTIONS TO BIDDERS (CONT.)

14. ACCEPTANCE PERIOD

To provide time for evaluation of offers received and approval of proposed awards, all offers submitted shall remain valid for a period of 90 days from the due day of submission of bid. Any extension of this 90 days acceptance period shall be requested by the Institute in writing.

15. CONTRACT PERIOD

The duration of the contract shall be 12 (twelve) consecutive months from the date as indicated in the Purchase Order.

16. ORDER OF PRECEDENCE

The following order of precedence shall govern in the event of a conflict between documents of this Solicitation:

- Section III entitled “Scope of Services”.
- Section II entitled “General Provisions”.
- Section I entitled “Instructions to Bidders”.

ANNEXURE I

CRITERIA FOR RANKING

Reference No.: RFQ001/10/LS3

No.	Description	Attributes	Point	Tick '✓' where appropriate	Score
1	Total no. of clients served concurrently during the last 2 years (i.e., in providing catering services on contract basis catering average minimum of 50 pax/day) – <i>please provide list of clients and indicate contract period respectively</i>	More than 5	5		
		3 to 4	3		
		1 to 2	1		
2	Annual Turnover of company/ firm (with respect to all Industrial/ Institutional catering services provided)	RM251K – RM300K	5		
		RM201K – RM250K	4		
		RM151K – RM200K	3		
		RM101K – RM150K	2		
		RM80K – RM100K	1		
3	Annual value of the single largest contract for running an Industrial/Institutional catering services	Above RM100K	5		
		RM81K – RM100K	4		
		RM56K – RM80K	3		
		RM31K – RM55K	2		
		Just RM30K	1		
4	No of qualified workers (with Catering Certificate/Diploma/ Degree) employed in your company/firm – <i>please provide name of staff and proof of certification</i>	9-10 qualified workers	5		
		7 – 8 qualified workers	4		
		5 – 6 qualified workers	3		
		3 – 4 qualified workers	2		
		1 – 2 qualified workers	1		
5	Total continuous experience in running catering services on contract basis for an average of 50 pax per day or more	Above 5 years	5		
		Above 4 years, up to 5 years	4		
		Above 3 years, up to 4 years	3		
		Above 2 years, up to 3 years	2		
		Just 2 years	1		

SECTION II – GENERAL PROVISIONS

Reference No.: RFQ001/10/LS3

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SECTION II – GENERAL PROVISIONS

The following conditions apply to any Purchase Order issued by the Institute as a result of this solicitation.

Bidders awarded any part of this solicitation are hereinafter in Section II referred to as the “Contractor”.

1. ACCEPTANCE

Issuance of a Purchase Order (PO) by the Institute shall constitute acceptance of the Bidder’s offer including all the terms and conditions specified in the solicitation. Receipt of a PO shall cause initiation of performance by the Contractor. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions quoted by the Contractor are rejected unless expressly agreed to in writing by an authorised representative of the Institute.

2. FINANCIAL STABILITY

The Contractor must include an official financial statement and other documentation that demonstrates the stability of the company/firm.

3. APPLICABLE LAW AND DISPUTES

The Contract shall be governed by and construed in all respects in accordance with the laws of Malaysia. All disputes, claims or proceedings between the Institute and the Contractor relating to the validity and performance of the Contract shall be referred to arbitration in Wilayah Persekutuan Kuala Lumpur and the language of the arbitration shall be in English wherein the Tribunal shall consist of a sole arbitrator and the appointing authority shall be the Kuala Lumpur Regional Centre for Arbitration and the decision of the arbitrator shall be final and binding on the Parties hereto.

4. INSOLVENCY

The Institute may terminate this Contract in whole or in part by written notice:

- 4.1 If the Contractor shall become insolvent or makes a general assignment for the benefit of creditors; or
- 4.2 If a petition under any insolvency act or similar statute is filed by or against the Contractor and is not vacated with ten (10) days after it is filed. Termination under this clause shall be in accordance with “Termination For Default” clause.

5. CHANGES

The Institute may, at any time, and from time to time by written order from the Institute’s Learning Solution 3 Department to the Contractor, make changes in any one or more of the following: (a) method of performance shipment or packing; and (b) time and/or place of performance delivery; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Contractor hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Institute, except when confirmed in writing by the Institute’s Authorised Representative.

6. CLEANING UP

The Contractor shall at all times keep the work areas, including pantry and luncheon rooms used by it, free from accumulations of waste material or rubbish or leftover food. The Contractor shall remove any rubbish/leftover food from the premises for each day, and all cutleries and utensils not the property of the Institute. It is the responsibility of the Contractor to maintain the luncheon room clean, neat and tidy condition satisfactory to the Institute.

7. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

7.1 The Contractor shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations hereunder, including the applicable provisions of the Food Act 1983, Occupational Safety and Health Act of 1994, and all regulations and standards and any amendments issued pursuant thereto. The Contractor shall be fully responsible under this clause at his own expense.

7.2 The Contractor shall be responsible for the submission for and procurement of all necessary approvals by the local authorities in respect of the catering services without which the services under the Contract is deemed incomplete.

8. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

SECTION II – GENERAL PROVISIONS (CONT.)

<u>TERMS</u>	<u>MEANING</u>
“Advise”	Advise in writing.
“Appoint”	Appoint in writing.
“Approval”	Approval in writing.
“Change Order”	A written order signed by the Institute directing the Contractor to make changes in the work without the consent of the Contractor.
“Contract Amendment”	A written alteration in “Contract Modification” any part of the Contract whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties. It includes change orders and notices of termination.
“Designate”	Designate in writing.
“Direction”	Direction in writing.
“Includes”	Includes but is not limited to.
“May”	May is permissive, however, the works “no person may” mean that no person is required, authorised, or permitted to do the act prohibited.
“Institute”	Person or persons designated in writing who are authorised to act on behalf of the Institute. This designation shall be made by the Institute on or before the date work commences under this Contract.
“Shall”	Shall is imperative.
“Subcontractor”	All persons, vendors and entities furnishing work, property or services to the Contractor for use on this Contract.
“Work”	Referring to catering services.

9. INDEMNITY

Except for claims arising out of acts caused by the sole negligence of the Institute, its agents, servants or employees, the Contractor agrees to indemnify and hold harmless the Institute, its agents, servants and employees, from acts or omissions of any nature whatsoever of the contractor, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defence of the Institute there from. The Contractor agrees to hold the Institute harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

10. IDENTIFICATION OF CONTRACTOR’S EMPLOYEES

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work site to display such identification as may be approved and directed by the Institute. All prescribed identification shall immediately be delivered to the Institute, for cancellation upon the release of any Contractor employee. The Contractor shall include a clause containing the substance of this clause in all subcontracts hereunder.

11. ILLEGAL WORKER/IMMIGRANT

The Contractor shall ensure that no illegal workers/immigrants are employed in the performance of this Contract. The Institute shall not be responsible for such act or acts by the Contractor and/or any of their sub-contractors. The Contractor shall indemnify the Institute for all consequences arising therefrom.

For the purpose of this clause, “illegal worker” means any persons below 18 years of age and “illegal immigrant” means any person who has entered or overstayed in Malaysia in contravention of the provision of enactment thereof; or any immigrant who is employed without the necessary work permit as required by the prevailing laws in Malaysia.

12. INSURANCE

12.1 Before commencing work, Contractor shall procure and maintain insurance of the kinds and limits enumerated hereunder, and on terms and with an insurance carrier satisfactory to the Institute. Certificates of such insurance issued by the Contractor’s insurance carrier shall be filed with the Institute before commencement of work and shall set forth the following:

12.1.1 WORKER’S COMPENSATION POLICY OR EMPLOYMENT INJURY INSURANCE SCHEME (Employee’s Social Security Act, 1969) – as required by statute;

12.1.2 PUBLIC LIABILITY INSURANCE to include indemnity on food poisoning or illness or any person and/or loss or damage to the property arising in connection with the Contractor’s business.

12.2 The limit of indemnity should not be less than RM100,000 for any one incident and the period of indemnity should be unlimited. Prior to the commencement of the works, the Contractor is to deposit with the Institute:

12.2.1 a copy of the insurance policies; and

12.2.2 receipts of the insurance premium.

SECTION II – GENERAL PROVISIONS (CONT.)

12.3 Certificates of Insurance shall be issued to:

Institut Bank-Bank Malaysia
Wisma IBI, No. 5 Jalan Semantan
Damansara Heights
50490 Kuala Lumpur

12.4 The Contractor agrees to pay for the insurance specified and agrees to provide the Institute with a 30 days' notice of cancellation if non-renewal occurs during the contract period.

13. INVOICING AND PAYMENT

The Contractor shall invoice the Institute on a monthly basis and the schedule of payment shall be 30 days upon receipt of the invoice.

14. MODIFICATION OF ORDER

This Order contains all the agreements and conditions of sale and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorised representative of the Institute's Learning Solution 3 Department and delivered by the Institute to the Contractor. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice or other form of the Contractor, and notwithstanding the Institute's act of accepting or paying for any delivery or similar act of the Institute.

15. NO WAIVER OF CONDITIONS

The Institute's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.

16. OPERATION AND STORAGE AREAS

16.1 All operations of the Contractor, including preparation of food, cooking, cleaning of utensils, etc., shall be at off-site kitchen. No unauthorised or unwarranted entry upon, passage through, or storage or disposal of rubbish/leftover food shall be at our premises. The Contractor shall hold and save the Institute, its employees, officers and agents, free and harmless from liability of any nature or kind arising

SECTION II – GENERAL PROVISIONS (CONT.)

from any use, trespass or damage resulting from the Contractor's operations on premises of third persons.

16.2 Temporary buildings, including storage sheds, shops and offices, etc. are not permitted.

16.3 Temporary placing a refrigerator, induction cooker, gas stove, etc. are not permitted.

17. OTHER CONTRACTS

The Institute may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Institute's employees and carefully fit its own work to such additional work as may be contracted for by the Institute. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Institute's employees.

18. INSTITUTE'S INSPECTORS

The work will be conducted under the general direction of the Institute and is subject to inspection by Institute's appointed inspectors to insure strict compliance with the terms of the Contract. The inspectors are not authorised to change any provision of the specifications or any other part of this Contract without written authorisation of the Institute, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract.

19. PERMITS AND RESPONSIBILITIES

Without additional expense to the Institute, the Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes, and regulations, in connection with the prosecution of the work. The Contractor shall be responsible for all damages to persons or property that occurs as a result of Contractor's fault or negligence. Contractor shall take proper safety and health precautions to protect the work, the workers, the public, the existing building fabric and equipment and the property of others. Contractor shall also be responsible for all materials delivered and work.

20. PRICES

The Contractor warrants that the price of the items covered by this Order are not in excess of the Contractor's lowest prices in effect on the date of this Order for comparable quantities of similar items.

21. REMOVAL OF CONTRACTOR’S UNSATISFACTORY EMPLOYEES

By written notice, the Institute may require the Contractor to remove from the work any employee the Institute deems incompetent, careless, or otherwise objectionable.

22. SAFETY & HEALTH

22.1 Contractor shall be responsible for safety related to and during the performance of the work hereunder. Contractor shall ensure that its employees and the employees of its subcontractors are notified of and observe and abide by all safety regulations and laws including but not limited to those issued by the Institute, and any revisions of the foregoing that may hereinafter be applicable.

22.2 Said laws and regulations are minimum requirements for the Contractor. Contractor shall take any additional precautions necessary or proper under the circumstances to prevent injury to or death of persons and/or damage to property. Compliance with such laws and regulations by the Contractor or Institute’s approval or any actions or procedures of the Contractor, as provided herein, shall not relieve the Contractor of its obligations to use due care in performing the work required under this Contract.

22.3 Contractor shall immediately notify Institute of any damage to property and/or injury to, or death or, persons which occurs in connection with or is in any way related to the work. Contractor shall furnish Institute a written report of the aforesaid as soon as possible.

22.4 The Contractor shall provide food of the standard which complies with safety and health regulations in Malaysia.

23. PLACE CARDS

The Contractor shall display the “Halal” Certificate and provide adequate place cards (indicating type of food provided) at the food line.

24. SPILL RESPONSIBILITY

Contractor will be held responsible for any and all releases of environmental pollution during performance of the Contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills or leaks to satisfaction of the Institute and proper regulatory agencies in a manner that complies with applicable federal, state and local laws and regulations. Cleanup shall be at no cost to the Institute.

25. TERMINATION FOR CONVENIENCE

The Institute may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The Institute shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

26. TERMINATION FOR DEFAULT

- 26.1 The Contractor must not score, in more than 3 occasions, less than an average of 3.5 out of 5 rating on “Quality of Food” from the Institute’s participants in the course evaluation form. The Institute may terminate this Contract by giving written notice to the Contractor.
- 26.2 The Institute shall have without prejudice to other rights and remedies, the right, in the event of breach by the Contractor of any of the terms and conditions of the Contract, or due to the Contractor’s inability to perform as agreed for any reason whatsoever, to terminate the Contract forthwith and get the work done for the un-expired period of the Contract at the risk and cost of the Contractor, and recover losses, damages, expenses or costs that may be suffered or incurred by the Institute. The decision of the Institute about the breach/failure on the part of the Contractor shall be final and binding on the Contractor and shall not be called into question.
- 26.3 Notwithstanding anything contained in any other clause, the Institute reserves the right to terminate the Contract due to any failure on the part of the Contractor in discharging their obligations under the contract or in the event of their becoming insolvent or going into liquidation. The decision of the Institute about the failure on the part of the Contractor shall be final and binding on the Contractor.
- 26.4 The Contractor, at its option, may terminate this Contract for default if any of the following Acts of Default occur:
- 26.4.1 The Institute’s payments are in the default
 - 26.4.2 The Institute breaches any material provision of this Contract
 - 26.4.3 The Institute becomes involved or a petition under any insolvency act or similar statute is filed by or against the Institute and is not vacated within thirty (30) days after such filing.

Such termination for default shall be effective upon receipt by the Institute of a written notice of termination for default issued by the Contractor.

SECTION II – GENERAL PROVISIONS (CONT.)

26.5 The rights and remedies of the Parties provided in this clause are in addition to any other rights and remedies provided by law or under this Contract; however, neither Party shall be liable for special or consequential damages.

26.6 Action upon termination:

Upon receiving a Notice of Termination, and except as directed otherwise by the Institute, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the work terminated and, with the prior approval of the Institute, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

27. UTILITY SERVICES

The Institute will make available to the Contractor, from existing outlets and connections, the utilities specified in the SOS. Except as otherwise provided in the SOS, each utility shall be charged to or paid by the Contractor at the prevailing rates charged to the Institute.

28. WORK SCHEDULE

The Institute shall provide a work schedule / plan of the catering services. This schedule or plan may be amended by the Institute where deem fit with the agreement of the Contractor.

SECTION III – SCOPE OF SERVICES (SOS)

Reference No.: RFQ001/10/LS3

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1. SCOPE

Institut Bank-Bank Malaysia is seeking quotations from qualified vendors to provide catering services for its training course participants and official meetings. There will be an estimation of 180 training courses per year and each course is on an average of 2-3 days, excluding Saturday and Sunday. The courses may or may not be conducted concurrently or on daily basis. When the courses are on, the daily consumption will be ranging from 15 to 80 pax. Each vendor will present variety quotations on menu for morning and afternoon tea breaks and lunch. The catering service is anticipated to commence sometime in March 2010. The Institute reserves the right to utilise resulting contracts to provide catering services at special functions to be held by the Institute other than training courses, in or outside of the premise as may be required.

2. PHYSICAL LOCATION

- 2.1 The location of the catering services shall be at the Institute's premises located at Wisma IBI, No. 5 Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur. The tea breaks will be served at the tea lobbies outside the training rooms and the luncheon rooms are located at the L6 floor of the said premise.
- 2.2 The bidders are advised to physically visit and inspect, all the service points, dining rooms to ascertain the existing service locations before submission of the tender. No complaints on the available facilities will be entertained at a later date.

3. PREPARATION OF MENU

- 3.1 The authorised personnel from the Institute's Learning Resources 3 Department shall confirm the menu and number of pax required for the following week's training courses/official meetings.

SECTION III – SCOPE OF SERVICES

- 3.2 Selection of the menu shall be made from the quoted menu submitted by the bidders during this tender exercise.
- 3.3 Menu shall comprise the following:
- 3.3.1 tea breaks – at least 2 snacks for each tea break, excluding coffee and tea;
 - 3.3.2 lunch – at least 3 main dishes with rice, 1 dessert and drinks, optional for fried noodles.
- 3.4 Menu shall include vegetarian food as optional/additional choice.

4 TRANSPORTATION

The Service Provider shall arrange for own transportation of the prepared foodstuff from their offsite kitchen to the service points. The Service Provider shall ensure adequate protection against seasonal weather conditions by transporting the food items by his own motorised conveyance as may be necessary at his cost and for ensuring satisfactory and timely service.

5 OTHER REQUIREMENTS

- 5.1 the Service Provider shall provide cutleries for the tea breaks and lunch;
- 5.2 at least a waiter for every 30 pax to be deployed at our premise to oversee to the tea breaks and lunch arrangement;
- 5.3 loading of food and cutleries, etc. shall be at car park floor, prior arrangement is required for accessing to the Institute’s car park floor;
- 5.4 disposals of leftover food, rubbish, etc. shall be offsite;
- 5.5 no washing of cutleries or preparation of food at site;
- 5.6 the Service Provider shall ensure that the luncheon and pantry areas are kept neat and clean wherever possible.

6 QUOTATION REQUIRED

Schedule of Quantities and Rates (for an average of 50 pax per day)

	Tea Break only	Lunch only	2 Tea Break and 1 Lunch	1 Tea Break and 1 Lunch
<i>Price (RM)</i>				

ENCLOSURES

FORM OF TENDER

To:
Institut Bank-Bank Malaysia
Wisma IBI, No. 5 Jalan Semantan
Damansara Heights
50490 Kuala Lumpur

Dear Sirs

**IBBM – PROVIDING CATERING SERVICES AT WISMA IBI ,
NO. 5 JALAN SEMATAN, DAMANSARA HEIGHTS, 50490 KUALA LUMPUR
Reference No.: RFQ001/10/LS3**

I/We s mentioned below agree to provide catering services in accordance with the Instructions To Bidders, General Provisions and Scope of Services for the above tender.

I/We confirm that I/we have understood all the stipulations in the Request For Quotation.

I/We understand that the lowest tender or any tender need not necessarily be accepted and the validity of this tender shall not expire within ninety (90) days from the Date of Closing Tender, or such extended date as per Clause 14 of the Instructions to Bidders (page 9).

If this tender is accepted I/we agree to submit the necessary insurances and send all receipts for examination within fourteen (14) days from the Date of Posting of Letter of Acceptance.

Authorised Officer : (name) _____ (sign) _____

Name of Bidder : _____

Address : _____

Date : _____

Witnessed by : (name) _____ (sign) _____

Address : _____

Date : _____

Official Stamp : _____

Submittal Tab a – Company/Firm Profile

Company/Firm Profile – describe the nature of business and size (capital/share, no. of employees), etc. of your company/ firm. The following documents (a photocopy of each shall be Certified True Copy) are required to enclose:

1. Certificate of Incorporation / Registration Certificate
2. Form 49 (if any)
3. Form 24 (if any)
4. Form 44 (if any)
5. Memorandum and Articles of Association (M&A)
6. Malaysian Halal Certification
7. latest official Financial Statements / latest Annual Return

Submittal Tab b – Corporate Experience and Capacity

Corporate Experience and Capacity – describe the experience of the company/ firm in providing the service, the number of years that the services have been delivered. Provide a brief example of a catering service that your company/ firm have performed recently that is similar in scope to this project.

Submittal Tab c – References

Provide at least five (5) references. Offer contacts from projects of similar size and scope. The Institute reserves the right to ask for additional references or to seek references from other sources.

Information required:

8. Name of Organisation
9. Name of Contact Person
10. Location
11. Telephone Number
12. Fax Number
13. Nature of Project
14. Size (value) of Project
15. Duration of Project

Submittal Tab d – Acceptance of Conditions

Acceptance of Conditions. Indicate any exceptions to the clauses contained in Section II (General Provisions), Section III (Scope of Services), or any enclosures/attachments contained in this solicitation.