

 HEAD OFFICE:

 Unit 39.02, Level 39, Menara Multi-Purpose,

 Capital Square, No. 8, Jalan Munshi Abdullah,

 50100 Kuala Lumpur, Malaysia

 Tel:
 +6(03) 2698 0189 / 2693 0189

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ESTATE (LADANG MATANG) : K.B. 101, 85200 Jementah, Segamat, Johor Tel / Fax : +6(06) 963 0016

REPLACEMENT OF TWO UNITS OF PASSENGER LIFT IN AN INDUSTRIAL PROPERTY OWNED BY MATANG HOLDINGS BERHAD LOCATED AT 83, JALAN LANGKASUKA, KAWASAN PERINDUSTRIAN LARKIN, 80350 JOHRO BAHRU, JOHOR ("PROPERTY")

REQUEST FOR PROPOSALS DATED 9 JUNE 2020 ("RFP")

MATANG HOLDINGS BERHAD ("MHB" OR "CLIENT") IS SEEKING QUALIFIED PERSON(S) ("TENDERERS") TO SUBMIT PROPOSAL INCLUDING THE TENDER PRICE / QUOTATION AND NECESSARY SPECIFICATIONS FOR THE REPLACEMENT, I.E., DISMANTLING, DISPOSING TWO UNITS OF EXISTING LIFTS AND TO SUPPLY, INSTALL AND FIX TWO UNITS OF NEW LIFTS FOR BLOCK C OF OUR PROPERTY ("WORK").

THE SUCCESSFUL TENDERER EVENTUALLY APPOINTED BY THE CLIENT IS HEREIN REFERRED TO AS "CONTRACTOR".

A. GENERAL CONDITIONS FOR PROPOSAL

- 1. The Contractor agrees to perform the Work based on the Proposal submitted by the Contractor and Tender Price (as indicated in Page 8) with the care and diligence expected of an experienced provider of the works/services of this type:
 - a) In every respect to the reasonable satisfaction of the Client.
 - b) In conformity with all applicable laws and regulations as well as directions and requirements of the Client.
- 2. The Proposal must be complete and shall at least consist of:
 - a) the quotation for the Work;
 - b) the summary of Proposal and Tender Price as set out in the form in Page 8;
 - c) the specifications for the lifts; and



- d) the scope in the form of services as part of the Work, including but not limited to:
 - i) dismantling, transporting and disposal of existing lifts,
 - ii) supply, delivery, installation, testing and commissioning of new lifts,
 - iii) civil and structural works required (please specify clearly); and
 - iv) service and maintenance schedule and charges if applicable;
- e) the proposed schedule or time table for the Work;
- f) the payment terms; and
- g) the duly signed declaration by the Tenderer/Contractor as included in Page 9.
- 3. Tenderers are to ensure that the Tender Price shall be all-inclusive, lump sum, fixed and shall be with no further adjustment for fluctuation of cost of labour, material, tool, insurance, deliveries or transportation, ancillary charges for testing and commissioning and for inspection by authorities if any, and or any other contingencies. Where any taxes and/or extra levies are applicable, the Contractor shall bear the same and shall include as part of the Tender Price.
- 4. The Tenderers are advised to visit and inspect the condition of the existing lifts and the condition of the site for all aspects of the Work. Any descriptions and illustrations if any included herewith by the Client are for reference only. The Client will not entertain any subsequent claim on the grounds of insufficient or inaccurate information. The Tenderers are also required to determine at site, the conditions, measurements, methods, materials, labour, equipment, fixture and timeframe required to perform the Work and make whatever necessary improvements or modifications or methods of installation where applicable.
- 5. Interested Tenderers can visit our Property to view the conditions and assess other site details in connection with the Work at the time and dates specified below.

Location of Property	:	83, Jalan Langkasuka, Kawasan Perindustrian				
		Larkin, 80350 Johor Bahru, Johor				
Time	:	2.00 p.m. to 5.00 p.m.				
Date	:	Wednesday, 10 June 2020 OR Thursday, 11 June				
		2020				



- 6. The Client shall not be held responsible for any loss and/or damages to the life (including any form of injuries), property and/or vehicles, equipment and tools of the Contractor and/or its representatives and its sub-contractors including but not limited to, machineries, instruments, equipment and consumables of the Contractor and its sub-contractors used during the performance of the Work or left at site of the Client at the conclusion of each day of performance of Work.
- 7. By submitting the Proposal, the Contractor confirms that it has the required licenses and permits to undertake the Work, including the valid permits required by laws in Malaysia for any foreign workers or labours employed by the Contractor or its sub-contractors to perform the Work or any part the Work.
- 8. The Contractor shall at all times for the duration of performing the Work maintain suitable valid insurance policies duly endorsed in respect of:
 - Workmen's Compensation Insurance (Personal Accident policies)
 - Professional Indemnity Insurance, if applicable
 - Third-Party Liability Insurance

The Client shall not be responsible for any damages or liabilities suffered by the Contractor including its representatives and workers as well as sub-contractors in the event that necessary valid insurance policies of the Contractor are not in place.

- 9. The Proposal including the Tender Price submitted by the Contractor shall remain valid and shall not be withdrawn for a period of sixty (60) days from the closing date fixed for submission of the same.
- 10. Non-compliance with the terms and conditions in any respect shall render the Proposal and the Tender Price submitted by the Tenderers liable to rejection.
- 11. Closing date and time: **5.00 P.M., WEDNESDAY, 17 JUNE 2020**, time in Malaysia ("Closing"). Tender received after the Closing as indicated above will not be entertained and will be automatically disqualified.
- 12. The award decision of the Company based on the Proposals received shall be final without any notice or explanation required to be provided to the unsuccessful Tenderers.



13. All completed Proposal must be submitted in **SEALED ENVELOPE** via courier or by hand to the following address:

MATANG HOLDINGS BERHAD

Unit 39.02, Level 39, Menara Multi-Purpose, Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur, Malaysia

(Tel: 03-2693 0189 / 2698 0189)

Please indicate at the top left corner of the envelope: **Ref: RFP** – **REPLACEMENT OF LIFTS @ LARKIN**

14. Proposal and Tender Price sent via email will be disqualified. Each Tenderer is only allowed to submit one Proposal.

B. STATUTORY AND OTHER REQUIREMENTS

The Contractor shall be fully responsible for complying with all local safety, health, welfare and labour or employment requirements at their own cost and expense including any and all applicable laws and requirements with regards to the Work and the performance of the same by the Contractor.

In addition, the Contractor is to observe and strictly adhere to the following:

1. Clearance of site

Save as otherwise notified by the Client, all rubbish, debris and surplus materials must be removed from the site upon satisfactory completion of the Work. The whole area of the cleaning and associated areas shall on completion, be left clear, tidy, fit and ready for use by the Client.

2. No inconveniences caused

The Contractor shall undertake the Work or plan or schedule in such way that the Work is undertaken with minimal disruption or inconvenience to the operations and businesses of the tenants who occupies the Property in which the Work is to be performed. In addition, noises are to be kept to minimal during performance of the Work.



3. Illegal immigrant/foreign workers

The Contractor shall ensure that no illegal immigrants or workers are employed by them, their agents or sub-contractors. The Client shall not be responsible for such act or acts by the Contractor and/ or any of their agents, sub-contractors or its representatives and the Contractor shall indemnity the Client for all consequences arising therefrom.

- 4. Safety arrangements and requirements
 - a) The Contractor shall at all time observe and comply with all prevailing rules and regulations relating to safety now and hereafter in force and shall bear all costs connected with the compliance of same.
 - b) The Contractor shall be responsible to take all safety precautions to eliminate danger to his workmen, the Client's staff, the tenants in the Property, the visitors to the Property, the general public and belongings and property of others from injuries, damages and liabilities due to and in the course of performance of the Work by the Contractors, its representatives and its sub-contractors.
 - c) Proper warning signboards and barriers, e.g., "Work In Progress", "AWAS", "JANGAN MASUK / JANGUN GUNA" etc. are to be displayed clearly and prominently and maintained during the progress of the Work to avoid endangering the life, safety and security of the staff or just any people in the Property or to prevent causing damages to the Property of the Contractor, the Client and the tenants working or stationed in the Property or to any other third party(ies).
 - d) The Contractor shall take necessary precautions to protect life and to ensure that no damage occurs to the building or property (movable or otherwise), equipment, fixtures and fitting, vehicles, ground and any other structure of the Property of the Client and the tenants in the Property.
 - e) At the conclusion of each day during the performance of Work, the Contractor shall be responsible to remove all debris, materials, etc., leaving area clean to avoid any safety hazard.
- 5. Inspection by the representative(s) of the Client

The Client shall be entitled to call for progress meetings with the Contractor on weekly basis or such other intervals as agreed with the Contractor.



Inspection by the authorised representative(s) of the Client with regards to the progress of the Work completed as well as the specification, quality, standard and performance of Work done shall also be undertaken by the Client from time to time at the option of the Client.

The Client is entitled to periodically provide its feedback to the Contractor with regards to the progress and quality of work done as well as performance achieved by the Contractor. Any rectification required for work done or completed or in progress shall be conveyed to the Contractor by the Client.

6. Warranty

For any and all part of the Work performed including any supply and installation of the lifts, equipment, parts, tools, appliances, fixtures and etc, the Contractor shall provide the Client warranty for the respective period which shall be clearly set out in the Proposal for the Work, including any variations hereinafter agreed upon in writing between the parties.

C. PROPOSAL MAY BE SUBJECT TO CONTRACT TO BE ENTERED

The Client would like to inform and the Contractor acknowledges that by submitting the Proposal and the Tender Price, the Client reserves the rights to enter into agreement(s) or contract(s) for the Work ("Agreement") with the awarded Contractor to undertake the Work.

Such agreement(s) or contract(s) for the Work as well as the Tender Price herein indicated by Contractor shall be final and binding between the Client and the Contractor.

D. DOCUMENTS TO BE SUBMITTED BY THE TENDERERS

As part of the complete Proposal to be submitted, interested Tenderers shall submit all of the following:

- 1. The Proposal must be complete and shall consist of:
 - a) the complete quotation for the Work;
 - b) the Summary of Proposal and Tender Price as indicated in the form in Page 8;
 - c) the specifications for the lifts;
 - d) the details for the scope in the form of services as part of the Work, including but not limited to:



- i. dismantling, transporting and disposal of existing lifts,
- ii. supply, delivery, installation, testing and commissioning of new lifts,
- iii. civil and structural works required (please specify clearly); and
- iv. service and maintenance schedule and charges if applicable;
- the proposed schedule or time table for the Work;
- f) the payment terms; and
- g) the duly signed declaration by the Tenderer/Contractor as included in Page 9;

In addition, where applicable the Tenderers is encouraged to furnish suitable drawings and or illustrations to describe the performance of the Work, the specifications of the lifts, as part of the Proposal of the Tenderers.

- 2. A copy of the relevant insurance policies for the Tenderers for the Work herein set out.
- 3. A copy of the relevant licenses and permits for the Tenderers to undertake the Work herein set out.

The Client reserves the rights to enquire further or to request additional information and or documents relevant to the Proposal and/or the Request for Proposal from the Tenderers or the Contractor.

E. <u>ENQUIRIES</u>

e)

Please direct your enquiries to Mr T H Chiam at 03-2698 0189 or email: <u>th.chiam@matangbhd.com</u>.

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SUMMARY OF PROPOSAL & TENDER PRICE

REF	DESCRIPTION	QTY ^	UNIT PRICE (RM)	TOTAL (RM)
1	TO SUPPLY, DELIVER, INSTALL, TEST AND COMMISSION TWO (2) UNITS OF LIFT:	Indicate where applicable	Indicate where applicable	
	SPECIFICATIONS:		Unit price: RM	RM
		units	per lift	
2	INCLUDING (OTHERS if any, please specify): i.	Indicate where applicable	Indicate where applicable Unit price: RM	
			per lift Unit price:	RM
	ii	[]	RM per lift	RM
3	BASED ON PAYMENT TERMS:			
	[%] upon			
	[%] upon			
	[%] upon			
	[%] upon			
4	[%] upon BASED ON WORK SCHEDULE and			
-	QUOTATION ATTACHED			
	Please see attached			
	TOTAL (RINGGIT MALAYSIA IN WORDS:	1	1	RM
	ONLY)			Signature of

Tenderer:



DECLARATION BY THE TENDERER:

To MATANG HOLDINGS BERHAD:

I, the person hereunder named as authorised representative of the Tenderer or the Contractor, acknowledge that we have fully understood and will comply with the General Conditions for the Proposal and Statutory and Other Requirements included by the Client in the Request for Proposal dated 9 June 2020.

We also understand and acknowledge that the final terms and conditions may be varied subject to mutual consents between the Client and us upon execution of a final Agreement (as defined above) should we be appointed as the Contractor to undertake the Work.

We also confirm that the Tender Price herein indicated in our submission of the Proposal shall be lump sum, fixed and final based on the Work.

Signature of authorised representative of the Tenderer / Contractor:

Name: Designation:

Company name and registration number:

Company stamp:

Company address and telephone number:

Signature of witness:

Name:

NRIC:

(Note: Please enclose a copy of the identity card or other form of identification of the witness)

Address : _