



REQUEST FOR TENDER

FOR

PROPOSED OF MAINTENANCE CONTRACT FOR SUPPLY MANPOWER LANDSCAPE AT KULLIYAH IIUM GOMBAK CAMPUS

REF. NO.	DBSB/PROC/GBK/2023/RFT-004
RFT Opening date	3rd November 2023
Briefing Date & Location	7th November 2023 11.00am Daya Bersih Sdn B1-2-3a, Level 2, Gaya Commercial Centre Lorong Selangor, Pusat Bandar Melawati 53100 Kuala Lumpur
RFT Closing Date	16th November 2023

*Late submissions will be disqualified.

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PROPRIETOR:INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA

SERVICES: PROPOSED OF MAINTENANCE CONTRACT FOR SUPPLY MANPOWER
EVENT AT IIUM GOMBAK CAMPUS

PROPERTY: INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA- GOMBAK CAMPUS.

COMPANY: DAYA BERSIH SDN BHD

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SECTION A
INSTRUCTION FOR RFT

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SECTION A, PART 1: INSTRUCTIONS TO BIDDER

This document is prepared for the Bidders to provide the corporate, technical, financial, and commercial information.

For any further information with regards to this Request for Tender ("RFT") Document please contact Daya Bersih Sdn Bhd (hereinafter referred to as "DBSB") Procurement Department:

Name : Nurazuwan Bin Mohamed Yahaya
Designation : Procurement Executive
Office : +603-4162 5560 / 5565
Email : procurement@dayabersih.com/azuwan@dayabersih.com

1.0 **Definitions**

The words used in this RFT Document shall have the following meaning:

- 1.1 "RFT Document" means all documents listed in this document inclusive of separating pages for Sections.
- 1.2 "Closing Date & Time" shall mean the final date and time which the Bidders have to submit their Bid. Any Bid delivered and received after the Closing Date & Time shall be disqualified. No correspondences, queries, appeals, or protests shall be entertained.
- 1.3 "Bid" shall mean the reply and submission from the Bidder upon receiving this RFT Document. The Bid consists of but is not limited to, the Submission and other relevant information.
- 1.4 "Submission" shall mean the offer from Bidder or Bidders as proposed to fulfill the requirements of the Services.
- 1.5 "Services" shall mean the services specified in the Appendices of this RFT Document and the supply and provision of all supervision, labor, insurances, transport, materials, equipment, and other related services for the performance of the said Services, including those which may be instructed by the Services, and/or be inferred from the Services for the Services to be affected.
- 1.6 "Property" means the area where the Services are to be provided.

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- 1.7 "DBSB" means DAYA BERSIH SDN BHD (also spelled out as DBSB in this RFT) (Company No: 639669-P) of B1-2-3A, LEVEL 2, GAYA COMMERCIAL CENTER, LORONG SELANGOR, PUSAT BANDAR MELAWATI, 53100 KUALA LUMPUR its agents, and/or it's designated representatives who are appointed by the Proprietor to manage and maintain the Building.
- 1.8 "Bidder" means the individual, partnership, or corporation tendering or offering a Bid to enter into the Service Agreement with the DBSB for this RFT Document.
- 1.9 "Contractor" shall mean the successful Bidder(s) who will be or has been awarded a Service Agreement.
- 1.10 "Service Agreement" shall mean the legal document which shall be entered by both the DBSB and the Contractor. It will contain and refer to the RFT Document, the Bid, and the Services. By a Facility Management Agreement, the Proprietor appointed the DBSB to manage the Property and has authorized the DBSB to execute all Contracts relating to the management of the Property on the Proprietor's behalf.

2.0 Intent of Invitation

The DBSB hereby invites serious and competent Bidders to bid for the provision of Services including the supply and provision of all supervision, labor, materials, and equipment.

This RFT Document aims to ensure that Bidder's Bid and Service Agreement is consistent with the DBSB and/or Proprietor's practices, expectations, and key performance indicators upon which the agreement will be based.

3.0 Tender Fee (Not Applicable)

Bidders are required to pay a Request for Tender Fee of **Ringgit Malaysia Fifty Only (RM50.00)** for the purchase of the Request for Tender. Payment shall be made in the form of a bank draft/money order issued by a bank licensed and established in Malaysia and made payable to **DAYA BERSIH SDN BHD**. The Request for Proposal Fee is non-refundable.

4.0 Bid

This original RFT Document is to be completed and returned together with the Submission to form the complete Bid. Bidder's submission shall be as follows:

All Sections are to be copied into One (x1) thumb drive.

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4.1 **Section A** of the RFT Document **to be initialed, filled initial, and returned.**

4.2 **Section B** for the Technical / Unpriced Submission.

- a) To be filled and emailed, and
- b) **To attach One Printed Set** of all required submissions in **Section B.**

4.3 **Section C** for the Commercial / Priced Submission **to be initialed, filled initial, and returned.**

For submission of pricing, the mandatory template as per "Section C, Part 1 Contract Amount" is to be used. Substitution of this Part with another may disqualify Bidder's Bid and/ or Submission due to non-compliance.

For the avoidance of doubt, the complete bid shall consist of the mandatory items as stated in "Section A, Part 3 - Bid Submission Checklist" herein.

5.0 **Extension of Bid**

Extension of the Closing Date & Time will be at the sole discretion of the DBSB.

6.0 **Compliance with Request for Tender**

Bidder will be evaluated for compliance with the instructions contained within this RFT Document.

7.0 **Type of Request for Tender**

Sealed Submission to tender box, Closed Envelope.

8.0 **Bidder to Inform Himself Fully**

8.1 Bidder shall be deemed to have thoroughly examined and evaluated the Services as specified in the RFT Document, and it is expected that Bidder will visit, inspect and examine the Building and surroundings.

8.2 Bidder will fully satisfy Bidder's as to the form and nature of the Services, materials, equipment, and labor necessary for the completion of the Services and in general shall obtain all necessary information as to the risks, contingencies, and other circumstances which may affect Bidder's Bid.

8.3 It is especially emphasized that it shall be Bidder's responsibility to be self-informed fully of the RFT Document requirements, Service requirements, and Agreement requirements, and familiarize Bidder's with the prevailing working conditions and environment within and surrounding the building.

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There to any claims relating to additional payment or adjustment of the Contract Amount on the grounds of ignorance of Contractual obligations will not be entertained.

- 8.4 Any expenses incurred in connection with, or arising from, if any, of the Site Visit(s) and any expenses incurred incidental to or arising from the preparation and submission shall be borne by Bidder.
- 8.5 Bidder shall inform of proposed Site Visits the designated person in charge. Bidder shall be made aware and comply with all house rules and by-laws as required.
- 8.6 Site visit for the tender is compulsory to attend. Only the personnel whose name is stated in the CIDB/SSM certificate is allowed to participate in the site visit exercise and no representative for the Company is allowed AND those who are not attending the site visit will be disqualified and cannot participate in this tender.

9.0 Addendum to the RFT Document

The DBSB may issue addendum(s) as necessary to the RFT Document before the date for the opening of received submissions, to clarify, revise, amend or modify any part of the RFT Document. Every addendum issued shall be distributed to all and shall become part of the RFT Document.

10.0 Technical / Unpriced Clarifications

Technical/ Unpriced related questions and clarifications in connection with, or arising from, if any, the RFT Document, Site Visit(s), and other matters incidental to or arising from the preparation and submission of the Technical Submission shall be requested using a Clarification form per "Section B, Part 2 Technical/ Unpriced Clarification" on/before **12:00 pm on Thursday, 16th November 2023**.

These clarification emails shall only be sent to procurement@dayabersih.com

11.0 Commercial / Priced Clarifications

Commercial / Priced related questions and clarifications in connection with or arising from if any, the RFT Document, and other matters incidental to or arising from the preparation and submission of the Commercial / Priced shall be requested using the Clarification form per "Section C, Part 2 Commercial / Priced Clarification" on/before **12:00 pm on Thursday, 16th November 2023**.

These clarification emails shall only be sent to procurement@dayabersih.com

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12.0 Confidentiality

Bidder or Bidder shall treat the details of the RFT Document as Private and Confidential, at all times. The Bidder shall not publish or release any Information relating to the Services except with the prior written consent of the DBSB.

13.0 Intent of Decline to Bid

If Bidder do not wish to participate, then the RFT Document must be returned in full, and all copies returned. The reason(s) for declining to bid must be included to ensure the DBSB due consideration. Failure to provide a reason may disbar or disqualify Bidder from future opportunities with the DBSB.

14.0 Contract Amount

Bidder shall price every item in the template as per "Section C, Part 1 - Contract Amount" and quote all- inclusive and non-escalating fixed sum in Ringgit Malaysia. Any item(s) un-priced shall be deemed to have been covered in the prices of other items, as a lump sum. No adjustments whatsoever shall be made to the quoted amount for any arithmetical error.

There shall be no claim for payment in respect of un-priced items. All prices and unit rates are firm and fixed. Any price adjustment(s) due to fluctuation in the cost of wages or any expenses payable to workers, fuel, construction plants, materials or goods prices, fees, charges, currency exchange rates, taxes, import duties or any other duties, expenditure arising out of any change in the legislation or other new laws will not be entertained.

15.0 Tender Validity

The validity of the Bid is Six (6) months from the Closing Date & Time for this RFT.

16.0 Acceptability of RFT in Whole or in Part

Notwithstanding anything contained elsewhere in this RFT Document and Bidder's Submission, The DBSB reserves the right to accept or reject in whole or in part any Bid whether it be lower or higher or of the same Contract Amount as any other Bid without assigning any reason thereof.

Bidder are advised to take into consideration the DBSB's right to accept whether in whole or in part of Bidder's Bid. Therefore, should only part of the bid is accepted then Bidder shall be bound by such acceptance.

17.0 Takaful

The Contractor shall be required to submit all necessary insurance policies as defined in "Section C, Part 5 - Contract Details" for the duration of the Agreement with a reputable insurance company before the commencement of Services.

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Insurance will be arranged to indemnify the Proprietor and DBSB on Damage of Persons/ Property, Third Party, Public Liability, Workman's Compensation, etc.

17.1 As conditions precedent to the commencement of the works, Bidder are required to deposit the following with the DBSB at least one (1) week before the date of commencement of services.

17.2 The actual Insurance Policies for the Services together with receipts of premium paid in respect thereof shall be submitted to the DBSB within one (1) week from the date of commencement of services. The DBSB shall be jointly endorsed to enable the DBSB as affected parties to insurance claims, if and when necessary.

17.3 SOCSO registration of Bidder's personnel and/ or workmen and Cover Notes of the said registration shall be submitted to the DBSB within one (1) week from the date of commencement of Services.

18.0 Execution of Contract

18.1 The Terms and Conditions of the Service Agreement are appended herein as "Section C, Part 3 - Standard Service Agreement". All terms and conditions outlined in the Service Agreement are non-negotiable and shall be accepted by Bidder. Participation and submission by Bidder to this RFT shall deem that Bidder have read, understood, and agreed to all terms and conditions of the Service Agreement.

19.0 Notification

All Bidders participating in this RFT process will be notified of selection or rejection. Reasons for selection or rejection may not be disclosed.

20.0 Accuracy

The RFT Document is not guaranteed to be free from errors, omissions, or deficiencies. In the event such errors, omissions, or deficiencies are discovered, it shall be notified in writing within 48 hours from discovery.

21.0 Time

Time wherever mentioned is of the essence.

22.0 Currency

The Currency of payment of the Services will at all times be Malaysian Ringgit. Any costs, prices, and sums where silent as to tax will be considered to be excluding Sales & Service Tax unless indicated to the contrary.

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23.0 Obligations Not Covered by The Contract

All Bidders must not:

- a) Offer or induce to Proprietor and/or DBSB any benefits in the form of loan, gift, or entertainment;
- b) Offer or induce to Proprietor and/or DBSB any goods and/or services for personal use other than those through which are which has been duly authorized by Proprietor and/or DBSB designated personnel by way of an official purchase order to the company;
- c) Bidders' personnel shall not discuss or disclose the contents of the RFT Document and/ or Bid to or with any other employee of Proprietor and/or DBSB, other than the abovementioned DBSB's personnel for the duration of the Request for Tender.

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SECTION A, PART 2: BID ENVELOPE COVER

Bidders are required to cut and paste the below format onto two (2) separate plain envelopes which are for Commercial and Technical each. Delete when necessary.

There shall be no indication of Bidder's identity.

RFT SUBMISSION – ENVELOPE (TECHNICAL / COMMERCIAL)

Private & Confidential

TO: DAYA BERSIH SDN BHD (Company No.: 200401001166 (639669-P))
B1-2-3A, LEVEL 2, GAYA COMMERCIAL CENTRE, LORONG SELANGOR, PUSAT BANDAR MELAWATI, 53100 KUALA LUMPUR

SERVICES: PROPOSED OF MAINTENANCE CONTRACT FOR SUPPLY MANPOWER EVENT AT IIUM GOMBAK CAMPUS

PROPERTY: INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA - Gombak Campus

Acknowledgement Copy to Be Completed by Receiver and Returned to Bidder's

SERVICES: PROPOSED OF MAINTENANCE CONTRACT FOR SUPPLY MANPOWER EVENT AT IIUM GOMBAK CAMPUS

PROPERTY: INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA - Gombak Campus

RFT NO.: DBSB/PROC/GBK/2023/RFT-001

Acknowledged by:

Name of Receiver

Date of Receipt

Time of Receipt

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SECTION A, PART 3: BID SUBMISSION CHECKLIST

Bidders are required to refer to, complete, and return this checklist as part of the Submission. Bidders are required to submit according to the below checklist, each Section is to be indicated with the Section Number, and the attachments as requested. Failure to adhere to these instructions will impact Bidder's submission.

No.	Section Number	Description	Paper copy to be actioned & emailed?	A copy to be submitted in paper and CD?
SECTION A FOR INSTRUCTION TO BIDDERS				
1	Section A, Part 1	Instructions for RFT	Yes	Yes
2	Section A, Part 2	Bid Envelope Cover Page (To be Used on Envelope and Returned)	Yes	Yes
3	Section A, Part 3	Bid Submission Checklist (To be Completed and Returned)	Yes	Yes
SECTION B FOR TECHNICAL / UNPRICED SUBMISSION				
4	Section B, Part 1	Questionnaire (To be Completed and Returned)	Yes, with Attachments	Yes
5	Section B, Part 2	Technical / Unpriced Clarification (To be Completed and Returned)	Yes	Yes
6	Section B, Part 3	List of Buildings of Similar Services / DBSB Testimonial (To be Completed / Attached and Returned)	Yes, with Attachments	Yes
7	Section B, Part 4	Form for Vendor's Info Services Operation	Yes	Yes
SECTION C FOR COMMERCIAL / PRICED SUBMISSION				
8	Section C, Part 1	Contract Amount (To be Completed and Returned)	Yes	Yes
9	Section C, Part 2	Commercial / Priced Clarification (To be Completed and Returned)	Yes	Yes
10	Section C, Part 3	Standard Service Agreement (To be Initialed and Returned)	Yes	Yes
11	Section C, Part 4	Services (To be Initialed and Returned)	Yes	Yes
12	Section C, Part 5	Contract Details (To be Completed and Returned)	Yes	Yes
13	Section C, Part 6	Scope of Work (To be Initialed and Returned)	Yes	Yes
14	Section C, Part 7	Schedule of Price – Bill of Quantities (To be Initialed and Returned)	Yes	Yes
15	Section C, Part 8	Deduction Mechanism (To be Initialed and Returned)	Yes	Yes

**SECTION B
TECHNICAL / UNPRICED
SUBMISSION**

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SECTION B, PART 1: QUESTIONNAIRE

No	Question	Answer	
A	Manpower Arrangement		
	1 (a)	Will Bidder be able to commence services with 2 weeks Notice?	
	1 (b)	If No, how soon Bidder can commence service if awarded? <i>Answer in a number of days.</i>	
	2	How soon Bidder can provide a quotation for ad hoc services when require? <i>Answer in number of hours or days</i>	
	3	How soon Bidder can deploy manpower and services upon receiving an approved quotation for ad hoc? <i>Answer in number of hours or days</i>	
B	Standard Operating Procedure ("SOP") and Method Of Statement ("MOS")		
	1	How does Bidder's company ensure all staff follows SOP and What is the action taken if they fail to follow SOP?	
	2	Do Bidder understand that the DBSB reserves the right to decrease or increase the services required when deemed necessary with 1 week of s written notice to the Contractor? If Yes, do agree to remain at the price quoted per service?	
	3	List the Personal Protective Equipment Bidder will provide to Bidder's guard or any of Bidder's personnel entering the Building to follow the SOP implemented by Government's nationwide battle to contain the coronavirus pandemic	1. _____ 2. _____ 3. _____ 4. _____
	4	Kindly provide Hazard Identification, Risk Assessment and Control (HIRAC), and Safe Work Method Statement before commencing the works.	
	5	Kindly provide a copy of the employee permit/ visas	
C	Support from HQ		
	1	What kind of support Bidder's HQ will be providing? (i.e. technical, operation, documentation, etc)	
	2	How frequently Bidder's HQ representative will visit the site? Who will attend meetings? <i>Kindly provide the</i>	

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		<i>e frequency in days and designation of the personnel whom will attend.</i>	
	3	Kindly provide a list of Sites/ Buildings of Similar Services.	1. _____ 2. _____ 3. _____
	4	Kindly provide and attach a sample of monthly report / Service Sheet.	
	5	Do Bidder agree to purchase the listed Insurance Coverage before the commencement date upon issuance of the Letter of Award? 1. Public Liability Insurance of minimum Ringgit Malaysia One Million Only (RM 1,000,000.00) 2. Group Personal Accident Insurance Policy	
D	Value Added Services		
	1	If Bidder are awarded, can Bidder provide an Initial Report of the building? (one (1) month after commencement of service)	
	2	Can Bidder provide a follow-up Improvement Report (three (3) weeks after the Initial Report) of improvement?	
E	Compliance to Law		
	1	Are all Bidder's staff local Malaysia or Foreign Workers with a valid work permit?	
	2	Do Bidder agree to deploy only Personnel who have tested Covid-19 and the results were negative? Please submit a copy of the results Covid-19 test to the DBSB one (1) week prior to commencement.	
F	Financial Capability		
	1	Do Bidder own an active Bank Account? How much is Bidder's balance?	
	2	Can Bidder provide us with Bidder's latest 3 months Certified Copy Bank Account? Please attach the documents under Section B Part 4	
	3	Can Bidder provide us with Bidder's	

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		latest 3-year Audited Account for Sdn Bhd or Management Account for Enterprise? Please attach the documents under Section B, Part 4	
G	Work Programme		
	1	Please attach Bidder's Schedule planned Monthly Programme. (Minimum 4 levels down)	
H	Man-Power Schedule		
	1	Since this is a multiple scopes of work job, we would like to see how are Bidder going to manage Bidder's manpower to synchronize with the Plan Monthly Programme	

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SECTION B, PART 2 : TECHNICAL / UNPRICED CLARIFICATIONS

No.	Section No.	Clarifications / Questions from Bidder	Answer from DBSB
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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SECTION B, PART 3 : LIST OF DBSB TESTIMONIAL / REFERENCES

List of DBSB Testimonials/ Reference

Please provide minimum two (2) DBSB Testimonial (received within last one year) or minimum two (2) job's detail in below table which Bidder's company are currently having similar service Contract with.

DBSB Name	Location	Product / Service	Name of PIC, Post	Contact Number / Email
1.				
2.				
3.				

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SECTION B, PART 4 : FORM FOR VENDOR'S INFO SERVICES OPERATION

In this section, all the documents below are **compulsory**. The Bidder is to make available a copy of as per listed below:-

1. Company Profile/ Curricular Vitae,
2. All the licenses register under the Bidder's Company,
3. Records of previous job with regard with this Scope,
4. All the documents required under Section B, Part 1.
5. Latest 3 years of Audited Account for Sdn Bhd or Management Account for Enterprise.
6. Latest 3 months Bank Statement.

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**SECTION C
COMMERCIAL / PRICED
SUBMISSION**

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SECTION C, PART 1 : CONTRACT AMOUNT

Please complete the tables below for the provision of PROPOSED OF MAINTENANCE CONTRACT FOR SUPPLY MANPOWER EVENT AT IIUM GOMBAK CAMPUS. Please note that the DBSB reserves the right to amend the Contract term upon finalizing this Tender, where all terms shall be described in the final Contract to be signed between the DBSB and the Contractor:

I. **BILL OF QUANTITIES**

Please take note that Contractors are required to quote accordingly (as referred to in the Bill of Quantities as per attached in Section C, Part 8).

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DECLARATION

Company	:	
Designation	:	
Name of Authorized Representative	:	
Signature of Authorized Representative	:	
Registered Address	:	
Telephone & Fax	:	
Date	:	
Company Chop/Stamp	:	

Contract Amount:

- 1.1** The rates quoted shall include the cost of carrying out all works on-site, which shall be inclusive but not limited to staff salary costs, overtime costs, EPF, SOCSO, allowances, authority licenses, levies, work permits, equipment, uniforms, transportation, head office monitoring, buffer manpower, insurance and any other relevant details and costs to efficiently carry out the operations.
- 1.2** No adjustments whatsoever shall be made to the quoted amount for any arithmetical error.
- 1.3** No adjustments whatsoever shall be made due to fluctuation in the cost of wages or any expenses payable to workers, fuel, construction plants, materials or goods prices, fees, charges, currency exchange rates, taxes, import duties or any other duties, expenditure arising out of any change in the legislation or other new laws.
- 1.4** Any tax (where applicable) may be imposed by any Government, statutory or tax authority on the Contract Amount or other fees and charges and will be charged

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to the DBSB and become payable by the DBSB at the prevailing rate, provided always that Bidder have taken best efforts within applicable laws to mitigate the incidence of the tax.

- 1.5** Deductions will be imposed in any case of absenteeism, non-performance, etc. subject to the Deduction Mechanism per "Section C, Part 7 – Deduction Mechanism".

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SECTION C, PART 2 : COMMERCIAL / PRICED CLARIFICATIONS

No.	Section No.	Clarifications / Questions from Bidder	Answer from DBSB
1			
2			
3			
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10			

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SECTION C, PART 3 : STANDARD SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 202____.

BETWEEN DAYA BERSIH SDN BHD (Company No: 200401001166 (639669-P)) of B1-2-3A, GAYA COMMERCIAL CENTER, LORONG SELANGOR, PUSAT BANDAR MELAWATI, 53100 KUALA LUMPUR (Hereinafter referred to as "**the DBSB**") of the one part and the party whose particulars are stated in **Section 2** of the First Schedule hereto (hereinafter referred to as "**the Contractor**") of the other part.

RECITAL

1. By a Property Management Agreement dated _____th_____ Year _____, the party whose particulars are stated in **Section 1** of the First Schedule hereto (hereinafter referred to as "the Proprietor") entered into an agreement with the DBSB, for the DBSB to manage the Property as defined in **Section 4** of the First Schedule upon the terms and conditions appearing therein.
2. The DBSB has awarded the Contractor the provision of services as defined in **Section 3** of the First Schedule (hereinafter referred to as "Services") subject to the terms and conditions set forth in this Agreement.
3. The Contractor is a company formed and authorized to provide the Services in respect of the Property as defined in **Section 4** of the First Schedule.

NOW, THEREFORE, in consideration of the above recital and mutual promises and conditions contained in this Service Contract (hereinafter referred to as "Agreement"), the Parties agree as follows:

1. **DEFINITIONS**

1.1 In this Agreement and the Schedules hereto, unless the context or the subject matter otherwise requires, the following words and phrases shall be defined as follows:

"Agreement"	means this Agreement as may be amended, varied or extended by the Parties;
"DBSB"	means DAYA BERSIH SDN BHD (Company No: 200401001166 (639669-P)) of B1-2-3A, LEVEL 2, GAYA COMMERCIAL CENTRE, LORONG SELANGOR, PUSAT BANDAR MELAWATI, 53100 KUALA LUMPUR
"Contractor"	means the company as defined in Section 2 of the <u>First Schedule</u> ;
"Property"	means the area as defined in Section 4 of the <u>First</u>

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	<u>Schedule.</u>
"Proprietor"	means the company as defined in Section 1 of the <u>First Schedule</u> ;
"Sales and Service Tax"	means the tax imposed on the supply (or deemed supply) of good and/or services under the Sales Tax Act 2018 and the Service Tax Act 2018 or similar tax imposed by the prevailing government, statutory authority at the material time of this Agreement.
"Services"	means the scope of services or products to be provided by the Contractor defined in Section 3 of the <u>First Schedule</u> , and more particularly set out in the <u>Second Schedule</u> .

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SECTION C, PART 4 : SERVICES

1. SERVICES & SCOPE OF WORK

- 1.1. The Contractor must provide the Services to the DBSB in accordance with the requirement of the Agreement.
- 1.2. The detailed terms and conditions and scope of works are described as per the Second Schedule herein.
- 1.3. The Contractor will report to the DBSB, or to the authorised representative of the DBSB, as and when requested to do so, in respect of the performance of the Services.
- 1.4. The Contractor will comply with all reasonable requests, directions and instructions of the DBSB.
- 1.5. Other claims for expenses arising/resulting from the Services performed under this Agreement must be prior approved by the DBSB, failing which the Contractor will be liable for all such claims for expenses.

2. DURATION OF AGREEMENT

- 2.1. This Agreement shall be effective on the Commencement date as defined in **Section 5** of the First Schedule and shall continue until the Completion Date as defined in **Section 6** of the First Schedule.

3. CONTRACT AMOUNT & PAYMENT TERMS

- 3.1. The DBSB hereby agrees to pay the Contractor, for the aforesaid services, materials and labour, the sum as defined in **Section 7** of the First Schedule.
- 3.2. Payment shall be made upon each successful completion of Service and with an undisputed invoice, complete with relevant supporting documents and paid within a defined number of days from the date of receipt, as defined in **Section 8** in the First Schedule. Notwithstanding the above, there shall be no form of late payment interest.
- 3.3. All invoices are to be issued in accordance to the Invoicing Instructions & Details as defined in **Section 9** of the First Schedule. The DBSB shall not be held responsible for any delays in payment resulting from the delay in submission of invoice by the Contractor.
- 3.4. In the event that the DBSB discovers that the Services performed is unsatisfactory for any reasons whatsoever, the DBSB reserves the right to deduct part of the sum from the payment in accordance to the Deduction Mechanism as defined in the Fourth Schedule.

4. REPORTING LINE

- 4.1. The Contractor shall report the delivery in weekly basis of its Services to the DBSB or its representatives or both as advised.
- 4.2. The DBSB or its representative or its agent reserves the right (with

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reasonable written notice) to audit the Contractor's Services (in terms of documentation and equipment), and the Contractor shall at all times allow access to the DBSB or its representatives.

5. TAKAFUL

- 5.1. The Contractor shall insure, keep insured and pay the premiums for insurance the classes of which are defined in, but not limited to, **Section 10** of the First Schedule for the duration of the Agreement with a reputable insurance company indemnifying it against all legal liability for injury, death, and property damage arising from direct negligence, omission or willful act by the Contractor or the Contractor's employees.
- 5.2. The Contractor shall ensure that the DBSB and Proprietor shall be jointly insured within the insurance policies and related documents.
- 5.3. Where applicable, Contractor's All Risk insurance will insure the Proprietor's existing property and DBSB as the manager of the property.
- 5.4. The Contractor shall also ensure that the insurance policies are valid at all times during the duration of the Agreement.
- 5.5. The Contractor is required to submit copies of the aforesaid insurance policies for the DBSB records prior to the Commencement Date.

6. INDEMNITY

- 6.1. The Contractor shall indemnify and keep indemnified DBSB and / or Proprietor and/or its directors, employees, agents, assigns and representatives against all claims, losses, liability for personal injury, accidents or deaths of any person and property damage which is a direct and/or foreseeable result of the negligence, omission wilful act of the Contractor or the Contractor's employees, representatives and or agents in performing the Services, obligations and covenants under this Agreement. This indemnity shall extend to any loss or damage suffered by the DBSB as a result of deductions undertaken by the Proprietor in the payment of any fee due to the DBSB as a result of the conduct or breaches of and by the Contractor in the performance of its' obligations.

7. APPOINTMENT OF PERSONNAL / REPRESENTATIVES

- 7.1. All the approvals, licenses and permits from the relevant authorities required by law for the appointed personnel, employees or representatives providing the Services to the DBSB have been procured by the Contractor and are valid.
- 7.2. All the employees have the relevant adequate experience and are competent to provide the res to the DBSB.
- 7.3. All employees employed by the Contractor are consistent with prevailing labour law, employment law and any other relevant laws of Malaysia. The

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Contractor shall submit to the DBSB a copy of valid work permits for any foreign workers deployed to the Building.

- 7.4. All employees have been interviewed and a thorough background investigation has been conducted, including criminal conviction history and are found to be fit and proper persons to provide the Services.
- 7.5. In the event that the DBSB, in its absolute discretion, are not satisfied with the performance of any personnel for any reason whatsoever or any personnel shall be guilty of misconduct, negligence, fraud or any breach of non-observance of any of the conditions of this Agreement, the DBSB may, with written notice:
 - 7.5.1. request the Contractor to replace such personnel or
 - 7.5.2. request the Contractor to repeat the affected Services of the Agreement (if applicable)

8. COMPLIANCE WITH THE LAWS

- 8.1. The Contractor agrees that it will comply with all applicable federal, state, and local laws, ordinances, regulations and codes in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required.
- 8.2. The Contractor further agrees to hold harmless and fully indemnify the DBSB against any loss or damages including legal fees that may be sustained by reason of the failure of the Contractor or its employee(s), agent(s) or sub-Contractor(s) to comply with the laws, ordinances, regulations and codes.

9. ACT OF GOD OR FORCE MAJEURE

- 9.1. Neither party shall be responsible for non-compliance with any of the obligations under this Agreement, if such non-compliance is due to an Act of God or Force Majeure, including but not limited to, invasion, fire, war, terrorism, act of government, laws or regulations, or any other act of nature or man that is outside the control of the parties and for which no blame or fraud can be imputed.
- 9.2. If a party's performance of the services or of its obligations under this Agreement is affected by Force Majeure, then:
 - 9.2.1. the Party shall give written notice to the other party, specifying the nature and extent of the Force Majeure as soon as reasonably practicable;
 - 9.2.2. both parties will use all reasonable endeavors to mitigate the effect of Force Majeure on the performance of this Agreement; and
 - 9.2.3. the date for performance of such Services and obligation shall be deemed to be suspended for a period equal to the delay caused by

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such Force Majeure.

- 9.3. If the Act of God or Force Majeure continues for more than thirty (30) days, either party may terminate this Agreement by giving the other party a further thirty (30) days written notice.

10. COVENANTS BY THE CONTRACTOR

- 10.1. Possess all required material and valid license, authorisation, approval or consent by the Local Authorities to carry out its business and Services required of the Property.
- 10.2. Ensure timely delivery of Services.
- 10.3. Ensure timely submission of progress reports, updates and deliverables as per the Agreement with the DBSB.
- 10.4. Maintain close rapport with relevant government authorities.
- 10.5. Ensure that its employees perform their duties in compliance with all statutory safety regulations.
- 10.6. Ensure that its employees shall abide by the Rules of Conduct of the Property.
- 10.7. Enforce discipline and good order among its employees at all times and be fully responsible for the proper conduct and appearance of its employees while at the Property.
- 10.8. Ensure that its employees do not in any manner, cause any interference, annoyance or nuisance to the DBSB and / or Proprietor, tenants, invitees, visitors and customers at the Property.
- 10.9. Its employees assigned to replace and/or cover the duties and responsibilities of the Contractor's regular on-site employees shall have been fully briefed on the provision of services and the Contractor shall ensure that the replacements are made with no or minimal disruption to the Services.
- 10.10. Immediately notify the DBSB if any of its employee is discovered to have been suspected of, charged with and/or convicted of any crime.
- 10.11. Pay its employees their wages and all statutory deductions on time.
- 10.12. Properly supervise and monitor its employees so as to ensure that they carry out their duties diligently.
- 10.13. The Contractor shall liaise with the DBSB or the DBSB's representative regarding the Services and/ or work schedule(s) which the Contractor intends to carry out.
- 10.14. Immediately notify the DBSB or its representatives of any changes of time in services.

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11. TERMINATION

11.1. Right of Termination

The DBSB shall be entitled to terminate this Agreement forthwith by giving the Contractor one (1) month prior written notice following the occurrence of any of the following events:

11.1.1. If Contractor enters into liquidation whether compulsory, voluntary (other than for purpose of amalgamation or construction) or compounds with creditors generally or taken or suffers any similar action consequences of debt or becomes unable to pay debts as they fall due.

11.1.2. If in the opinion of the DBSB and/ or Proprietor, the Contractor has committed an act or has conducted an act in a manner which may damage the DBSB and / or Proprietor's goodwill and reputation;

11.1.3. If the Contractor breaches any term of this Agreement, including failing to provide the Services in accordance with this Agreement.

11.1.4. If the Contractor engages in corrupt or fraudulent practices;

11.1.5. If any material license, authorisation, approval or consent required by the Contractor to carry on its business is revoked by any local Authorities or withheld or modified or is otherwise not granted, or does not remain in full force and effect and shall continue to be so for a period of thirty (30) days.

11.2. The DBSB shall be entitled to terminate this Agreement, for any breaches of the terms of the Services Contract that is capable of remedy, in the event the Contractor fails and/or neglects to remedy such breach immediately after notice of 30 days to remedy such breach is given to the Contractor by the DBSB.

11.3. Termination by Notice

In the event this Agreement is lawfully terminated:

11.3.1. The Contractor shall conclude the Services in a prompt and orderly manner, discontinue further commitments, obligations and account for any items expended;

11.3.2. The Contractor shall assign to the DBSB and/ or Proprietor or its nominee to the extent required by the DBSB and / or Proprietor, any Contracts in respect of the Services;

11.3.3. The Contractor shall deliver all such documents, accounts, reports and all other documents relevant to the Services as are in possession of the Contractor to the DBSB and / or Proprietor who shall forthwith be permitted to retain copies of any documents so delivered; and

11.3.4. Any termination under this Clause shall not prejudice any claims

REQUEST FOR TENDER

which either party hereby may have against the other prior to the termination.

11.4. Termination without Cause

11.4.1. The DBSB and/ or Proprietor shall be entitled to terminate this Agreement without cause by giving the Contractor one (1) month prior written notice.

11.5. Effect of Termination

11.5.1. Upon expiration of any of the above notices, this Agreement shall automatically terminate and be of no further effect. The DBSB shall, in addition to terminating this Agreement:

- 11.5.1.1. Recover any sums paid to the Contractor on account of any/all Services which have not been fulfilled or performed;
- 11.5.1.2. Recover from the Contractor the amount of any loss or damage (whether direct or consequential or special losses) sustained as a result of the termination; and
- 11.5.1.3. Be discharged from any further obligations under this Agreement.

12. TAXES

12.1. Any tax imposed by the Government, statutory or tax authority on the Contract Amount, shall be made payable by the relevant party liable for the tax payment, and become payable at the prevailing rate as at the date of the delivery of Services.

13. NON-DISCLOSURE

13.1. The Contractor shall exercise their best efforts to maintain at all times the confidentiality of the contents of the Agreement, all documents and information associated with Services; and shall not make any press release or other publicity with respect to the Services at the Property (as referred to in the First Schedule).

13.2. The Contractor shall not disclose any information developed in connection with the Services or obtained from the DBSB to any third party, except if:

- 13.2.1. The information is already possessed by the Contractor before being obtained from the DBSB;
- 13.2.2. The information has already been in the public domain when disclosed by the DBSB;
- 13.2.3. The information is disclosed to attorneys, tax accountants or the like to whom such disclosure is considered reasonably necessary and in line with commercial practice; and

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13.2.4. The information is obtained by the Contractor from a third party who owes no obligation of confidence to the DBSB in respect of such information.

14. PERMITTED HEIRS AND ASSIGNS

14.1. This Agreement shall be binding upon the successor-in-title permitted assigns personal representatives and heirs of the Contractor.

15. SETTLEMENT OF DISPUTES

15.1. Any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled in the courts of Malaysia.

16. MISCELLANEOUS

16.1. All Schedules hereto shall be taken read and construed as an essential part of this Agreement.

17. EXPENSES AND STAMP DUTY

17.1. Each party shall bear its own legal costs and expenses with respect to the preparation of this Agreement. The Contractor shall bear the stamp duty thereof.

18. ENTIRE AGREEMENT

18.1. This Agreement constitutes the entire understanding between the parties in relation to the matters referred to herein and supersedes any previous agreements, whether written or oral, made between the parties.

19. OTHERS

19.1. In the event of any additional requirement or terms and conditions required to this Agreement, a supplemental agreement is to be executed. In the event of any discrepancy in or divergence between this Agreement and any supplemental agreement, the Supplemental Agreement shall prevail.

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SECTION C, PART 5 : CONTRACT DETAILS

No.	ITEM	PARTICULARS
1	Contract Period	Twenty-four (24) months
2	Commencement Date	1 st January 2024
3	Contract Expiry	31 st December 2025
4	Contract Amount (RM)	To be Advised
5	Contract Sites / Location	IIUM Gombak
6	Takaful	1. Public Liability Takaful of minimum Ringgit Malaysia depends on contract value. 2. Group Personal Accident Takaful Policy
7	Performance Bond	Based on contract value
8	Scope of works	As stated in the BQ
9	Payment Terms	Sixty (60) days from the date of receipt invoice
10	Penalty & Deduction	<p>1. 100% attendance is compulsory</p> <p>2. Allowable lateness to be calculated cumulatively for 60 minutes per month.</p> <p>3. Deduction for lateness:</p> <p style="padding-left: 20px;">Price Per Pax/26 days = Price Per Day</p> <p style="padding-left: 20px;">Price Per Day/60 minutes = Price Per Minutes</p> <p style="padding-left: 20px;">*Deduction for lateness to be imposed after 60 minutes at Price Per Minute.</p> <p>4. Absenteeism to be imposed at Price Per Pax/day</p> <p>5. Not completed In/Out thumbprint to be imposed:</p> <p style="padding-left: 20px;">Price Per Day/2 = Price Per Pax/day</p>
11	General Term & Condition	1. Contractor shall protect the Confidential Information by using the same (but no less than reasonable) degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information. Contractor shall not disclose Confidential Information to any third party and shall limit disclosure of Confidential Information to only those of its employees who have a need to know to carry out the Works. Contractor shall not use the Confidential Information other than for the

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		<p>performance of the Works, or for anything other than the benefit of DBSB. This section shall be read together with any confidentiality agreement that the parties may enter into in relation to the performance of the works. “Confidential Information” means any information owned by, or in possession or control of DBSB. its parents, subsidiaries, suppliers, affiliates, representatives, and partners and provided or made available directly or indirectly by the DBSB to Contractor for the performance of the Works, whether in writing or orally, that is considered by the DBSB to be commercially sensitive, proprietary, confidential or trade secret and whether or not it is marked as confidential.</p> <p>2. The Letter of Award shall be governed by the laws of Malaysia.</p> <p>3. In the event where any taxes levies or other imposition of a like nature imposed or chargeable by any relevant authorities, these taxes or levies etc shall be borne by Contractor; whom shall indemnify and keep Contractor fully indemnified in respect of these taxes, levies etc so levied by the relevant authorities.</p> <p>4. The Letter of Award may be varied by agreement between the parties. All such variations, including variations in the cost estimates and in the amount specified, shall be in writing and signed by the duly authorised representatives of the parties.</p> <p>5. Each party shall bear their own in connection with the preparation of this Letter of Award.</p>
12	Termination	<p>1. DBSB may terminate this appointment at any time by giving not less than prior 30 days’ written notice. Upon receipt of our termination notice, Contractor shall cease performing the works and incurring fees as of the termination date. DBSB shall pay for all and/or part of the Works satisfactorily completed prior to the termination date.</p> <p>2. The contract is automatically ended if there is no further extension made by the IIUM to DBSB (If applicable).</p>

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IN WITNESS WHEREOF the parties hereto have executed this Agreement
the day and year first stated above.

For and on behalf:

For and on behalf:

.....
Name:

.....
Name:

Position:

Position:

Date:

Date:

Company Stamp:

Company Stamp:

WITNESS:

WITNESS:

.....
Name:

.....
Name:

Position:

Position:

Date:

Date:

REQUEST FOR TENDER

SECTION C, PART 6: SCOPE OF WORK

Description of Scope of Work

Following is the summary of the scope of services, duties, and responsibilities of the Contractor. The staff(s) and/or employee(s) of the Contractor who is/are assigned to carry out the Services in the Property is hereinafter referred to as "Personnel".

This shall be used as a minimum guideline on the duties and requirements of the Personnel on duty and shall be subject to changes as and when deemed necessary by the DBSB. The DBSB reserves the right to impose the penalties should the Contractor fail to comply with the Scope of Work and/or General Code of Conduct as stipulated under this schedule. The DBSB reserves the right to decrease or increase the services required when deemed necessary with 1 week's written notice to the Contractor. The Contractor shall note that the finalization of the scope of work and requirements shall be subject to the confirmation and agreement from the Proprietor and Building's end user.

1. Briefing/ Site Visit

The Company is required to conduct a self-site visit for the site where the work is proposed to identify conditions at the site and other possibilities involving the price offer. Kindly be reminded that the briefing/ site visit for the above-mentioned tender is **compulsory** to attend. Those who are not attending the site visit will be **disqualified and cannot participate** in this tender.

2. Scope of Work

ITEM	DESCRIPTION
1.0	<p><u>MANPOWER SUPPLY FOR LANDSCAPE SERVICES</u></p> <p><u>GENERAL WORKERS</u></p> <p>(a) The workers are mentally and physically fit to work. The workers also must be free from any criminal record.</p> <p>(b) The migrant workers must comply with the Malaysian Government's policies on health requirement of migrant workers. All the migrant workers should be free from any communicable diseases.</p> <p>(c) Contractor must comply 100% attendance every month and replace workers who are on leave to avoid deduction or penalty.</p> <p>(d) The workers must be complete vaccinated and submit the vaccine certificate before start working.</p> <p>(e) All migrant workers must have valid passport for three (3) years, valid working permit and abide by the Law of Malaysia.</p> <p>(f) The minimum age for the worker is 18 years old and the maximum age of the worker is 50 years old.</p> <p>(g) The workers are well trained and must attend refresh training from the appointed specialist at least once a year. New workers must</p>

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	<p>attend DBSB Environmental Safety & Health induction course.</p> <p>(h) The workers monthly wages must be paid including overtime, allowance, incentive, Employee Provident Fund (“EPF”) and Social Organization (SOCSSO).</p> <p>(i) The workers must wear uniform at all time during working hour in IIUM Kuantan Campus and comply with requirement set by DBSB Environmental Safety & Health Department as well as rule @regulation set by the University.</p> <p>(j) Uniform must be provided by the contractor 2 pieces/pax/year.</p> <p>(k) Safety boots must be provided by contractor 1 piece/pax/year.</p> <p>(l) Certificate of Health from Government or Private Clinic (Surat Keterangan Sihat)</p>	
2.0	<u>LOCATIONS AND NUMBER OF WORKERS</u>	<u>Total Cleaners</u>
	<p><u>Location: -</u></p> <ol style="list-style-type: none"> 1. Kulliyah of Law 2. Kulliyah of Economy 3. CELPAD / ITD 4. Male Sport Complex 5. Female Sport Complex 6. Educare 7. Rector House 8. Apartment 9. IIUM Nursery (Task Force) 10. MAR Building/ Tangga Besar 11. Main Auditorium 12. Main Entrance/ Security 13. Research Management Centre 14. IIUM Mosque 15. Kulliyah of Human Sciene 16. IIUM Cultural Centre (ICC) 17. Kulliyah of Architecture (KAED) 18. Kulliyah of ICT 19. Development Division 20. Kulliyah of Engineering 21. Kulliyah of Education & Clinic 22. Azman Hashim Complex 23. Underpass 24. MPS Area 	<p>2</p> <p>3</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>2</p> <p>2</p> <p>1</p> <p>2</p> <p>1</p> <p>1</p> <p>2</p> <p>1</p> <p>2</p> <p>2</p> <p>1</p> <p>3</p> <p>2</p> <p>1</p> <p>2</p> <p>1</p>
	TOTAL	37

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2. Working Hours

Days: Monday – Saturday
Time: 7.00am - 4.30pm (Mon- Fri)
7.00am- 1.00pm (Sat)
Attendance: Use DBSB system

3. Service Reports

- 3.1. A written service report shall be submitted to the DBSB after each Maintenance Services or inspection complete with photos during the warranty period.
- 3.2. Any onward maintenance or rectification cost Tenders that are beyond the Scope of Work shall be issued separately and is subject to the terms being mutually agreed upon by both parties.

4. Documentation

- 4.1 The contractor shall observe safety at all times during servicing and the normal operation and maintenance of every piece of equipment. The contractor is also responsible to make good any damage done to the existing building due to the installation of the proposed system.
- 4.2 The Contractor is required to produce valid workmen compensation policy for the full number of men employed on the work. Government of Malaysia will not liable to any casualties due to the negligence of the contractor. All cost shall be borne by contractor and shall be include in the total cost of contract.
- 4.3 The Contractor is required to produce valid workmen compensation policy for the full number of men employed on the work. Government of Malaysia will not liable to any casualties due to the negligence of the contractor. All cost shall be borne by contractor and shall be include in the total cost of contract.
- 4.4 The Personnel to be deployed at site shall be local Malaysians, holding valid Malaysian nationality and/or any other nationalities as approved by the Local Authorities.
- 4.5 A list of Personal Particulars/biodata (including copies of National Identification Card, Valid Driving License, Vehicle Registration Form are to be submitted to DBSB for safe keeping) of the Personnel to be deployed to the Property are to be submitted at least one (1) week prior to commencement of the Services.

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- 4.6 Any changes of Personnel are to be reported in writing immediately to the DBSB. The Contractor is not allowed to remove any Personnel designated for the Property unless this is duly notified to the DBSB with proper explanation for such action.
- 4.7 The Contractor shall ensure that there is no illegal immigrant employed in execution of Services at the Property.
- 4.8 The Contractor shall ensure that all foreign workers (if any) have minimum 3 months valid and proper visas and work permits to carry out the services.
- 4.9 Renewal of permit for Personnel deployed at the Property should be done within 3 months prior to expiry date. Proof of submission to local authority on renewal of permit is to be submitted to the DBSB.
- 4.10 If there is no proof of submission of renewal of permit within 1 month prior to expiry date, the DBSB reserves the right to demand for immediate removal of the effected Personnel and to deduct the rate per First Schedule accordingly.
- 4.11 An Operation Meeting shall be conducted between the Contractor and DBSB to resolve any service-related issues. The Operation Meeting will be held at least once a month. The meeting is held to improve cooperation between the DBSB's and Contractor's management and provide updates and suggestions for future improvement on Scope of Work and Equipment for the Property.
- 4.12 The contractor shall manage, gather, compile and submit all reports related to the contract accurately and adhere to the time stipulated by Daya Bersih Sdn Bhd during the contract period.
- 4.13 Any late submission and inaccurate report shall be deemed as failure to deliver a quality service delivery.
- 4.14 The Contractor shall submit Hazard Identification, Risk Assessment and Control (HIRAC) and Safe Work Method Statement before commencing the works.

5. Deployment

- 5.1 To ensure smooth transition, the Contractor shall send the key officers to the Property one (1) week before the commencement date at the cost of the Contractor.

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- 5.2 The Contractor shall carry out an initial audit to ascertain the service operation within the Property and to highlight critical aspects for improvements. An improvement plan shall be submitted to the DBSB within one (1) month of commencement.
- 5.3 An audit review report shall be submitted to the DBSB by the end of the third (3rd) month from the commencement date where this report shall explain the improvement plans carried out at the Property together with the works scheduled planned for the calendar year.
- 5.4 The DBSB reserves the right to instruct for removal of any Personnel in writing to the Contractor. The Contractor shall comply with the instruction and provide a replacement Personnel within 24 hours.
- 5.5 The Contractor shall supervise, train and check all Personnel on a regular basis in order to keep them informed of the latest development and progress.

6. Standard of Appearance

- 6.1 Personnel's appearance must be neat, fit, well groomed, and presenting a professional image at all time while in Property.
- 6.2 Personnel's work clothing must be clean and in well-pressed condition at all times.
- 6.3 Footwear must be in safety shoes at all times.
- 6.4 Personnel wear safety vest / holding ear pieces must appear professional at all times.

7. General Code of Conduct

- 7.1 Personnel must be able to communicate with others in a clear and concise manner both verbally and in writing.
- 7.2 Personnel shall not use coarse, violent, profane, or insolent language or gestures.
- 7.3 Personnel shall not engage in any activity or personal business that may cause them to neglect or be inattentive to their assigned duty.
- 7.4 Personnel shall not consume intoxicating beverages off duty to the extent that it renders them unable to report for their next scheduled tour of duty, or

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discredits the performance of their Services.

- 7.5 Personnel shall not consume alcoholic beverages on-duty or off-duty, after being involved in an incident that may result in a criminal or administrative investigation of their conduct, until the investigator deems the preliminary investigation complete.
- 7.6 Personnel shall not solicit or accept, either for themselves or other Personnel, gifts, gratuities, or compensation for services performed in the line of duty.
- 7.7 To ensure all the practices carry out by All workers shall follow the Standard Operating Procedures and rules and regulations by Malaysia Government and Local Authorities from time to time (i.e. Temperature Screening and MySejahtera scanning for all during Covid-19 Pandemic).

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SECTION C, PART 7 : DEDUCTION MECHANISM

Misconduct, Negligence and Non-Compliance

No.	Item	Description	Penalty
1	Compliance to Covid-19 regulations by the Government and Building Management.	Failure to comply with Covid-19 regulations.	RM 50.00 per occurrence
2	Smoking or Vaping	Personnal caught smoking within Property.	RM 50.00 per occurrence
3	Using of Phone while On Duty	Personnal caught using phone while on duty.	RM 100.00 per occurrence
4	Sleeping	Personnel caught sleeping while on duty.	RM 100.00 per occurrence. - 1 st and 2 nd Incidents : Issuance of Warning Letter - 3 rd Incident : Issuance of Final Warning Letter and Dismissal of said Personnel
5	Proper Outfit / Uniform	Allowing anyone to abscond without noticing / stopping.	
6	Compliance with Property's Standard Operating Procedure	Failure to comply with Property's SOP including way of access, loading procedure and etc.	
7	Consumption of Alcoholic Beverages of Illegal Substances	Personnel caught consuming alcoholic beverages or illegal substances within Property, especially while on duty.	RM 100.00 per occurrence and dismissal of personnel within the end of current shift by Contractor.
8	Disturbance and Harassment	Allowing anyone to abscond without noticing / stopping.	
9	Damage to Proprietor and / or DBSB's Furniture, Fixtures and Equipment (FFE)	Allowing anyone to abscond without noticing / stopping.	Contractor to bear replacement cost of damaged FFE. Failing which DBSB may request a third-party Contractor to carry out repair, replacement and restoration work at the cost of the Contractor.
10	Loss of Access Card	Personnel loss the access card.	RM 300.00 per occurrence

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Note:

- The DBSB reserves the right to recover from the Contractor any damage/loss caused to Proprietor and / or DBSB's due to the negligence of the Personnel.
- Conditions for Termination of service due to non-material breach:
 1. 1st Warning Letter & Performance Improvement Plan will be issued to the Contractor.
 2. 2nd Warning Letter & Performance Improvement Plan will be issued to the Contractor.
 3. Final Warning Letter will be issued to the Contractor.
 4. Termination of the Agreement may be issued to the Contractor in accordance with clause in Standard Service Agreement.

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**SECTION C, PART 8 : BILL OF
QUANTITIES**

SUMMARY
UNIT/TEAM : LANDSACPE TEAM

PROPOSED OF MAINTENANCE CONTRACT FOR SUPPLY MANPOWER LANDSCAPE AT
KULLIYAH IIUM GOMBAK CAMPUS

ITEM	DESCRIPTIONS	AMOUNT (RM)
1.0	Total 1.0 Supply Manpower Landscape	
TOTAL MONTHLY AMOUNT		
TOTAL AMOUNT FOR ONE YEAR (MYR) (X 12 MONTHS)		
TOTAL AMOUNT FOR TWO YEARS (MYR) (X 24 MONTHS)- OPTIONAL		

I hereby certify that all descriptions are correct and all the offered price included the costs involved in refining the scope of services required by this tender.

Signature of Tenderer:

Signature of Witness:

.....
Name:
Designation:
Date:
Company Stamp:

.....
Name:
Designation:
Date:
Company Stamp:

BILL OF QUANTITY (BQ)
UNIT/TEAM : LANDSCAPE TEAM

PROPOSED OF MAINTENANCE CONTRACT FOR SUPPLY MANPOWER LANDSCAPE AT KULLIYAH
IIUM GOMBAK CAMPUS

ITEM	DESCRIPTION	SCOPE	RATE (RM)	MONTHLY AMOUNT (RM)
1.0	<p><u>Supply Manpower Landscape</u></p> <p><u>GENERAL WORKERS</u></p> <p>a) The workers are mentally and physically fit to work. The workers also must be free from any criminal record.</p> <p>b) The migrant workers must comply with the Malaysian Government's policies on health requirement of migrant workers. All the migrant workers should be free from any communicable diseases.</p> <p>c) Contractor must comply 100% attendance every month and replace workers who are on leave to avoid deduction or penalty.</p> <p>d) The workers must be complete vaccinated and submit the vaccine certificate.</p> <p>e) All migrant workers must have valid passport for three (3) years, valid working permit and abide by the Law of Malaysia.</p> <p>f) The minimum age for the worker is 18 years old and the maximum age of the worker is 50 years old</p> <p>g) The workers are well trained and must attend refresher training from the appointed specialist at least once a year. New workers must attend DBSB Environmental Safety & Health induction course</p> <p>h) The workers monthly wages must be paid including overtime, allowance, incentive, Employee Provident Fund ("EPF") and Social Security Organization (SOCSO)</p> <p>i) The workers must wear uniform at all time during working hour in IIUM Gombak Campus and comply with requirement set by DBSB Environmental Safety & Health Department as well as rule @regulation set by the University</p> <p>j) Uniform must be provided by the contractor 2 pieces /pax/year (refer Appendix 1)</p> <p>k) Safety boots must be provided by the contractor 1 pieces/pax/year</p>	37		
TOTAL 1.0 : Supply Manpower Landscape		37		

BILL OF QUANTITY (BQ) (ATTACHMENT 1)
UNIT/TEAM : LANDSCAPE TEAM

PROPOSED OF MAINTENANCE CONTRACT FOR SUPPLY MANPOWER LANDSCAPE AT KULLIYAH IIUM
GOMBAK CAMPUS

NO	LOCATION	DBSB MINIMUM REQUIREMENT		SECOND OPTION
		LANDSCAPE	COMPLY/NOT COMPLY	CONTRACTOR SUGGESTION
2.0	LOCATIONS AND NUMBER OF WORKERS			
1	KULLIYAH OF LAW	2		
2	KULLIYAH OF ECONOMY	3		
3	CELPAD/ITD	1		
4	MALE SPORT COMPLEX	1		
5	FEMALE SPORT COMPLEX	1		
6	EDUCARE	1		
7	RECTOR HOUSE	1		
8	APARTMENT	1		
9	IIUM NURSERY (TASK FORCE)	2		
10	MAR BUILDING/TANGGA BESAR	2		
11	MAIN AUDITORIUM	1		
12	MAIN ENTRANCE /SECURITY	2		
13	RESEARCH MANAGEMENT CENTRE	1		
14	IIUM MOSQUE	1		
15	KULLIYAH OF HUMAN SCIENCES	2		
16	IIUM CULTURAL CENTRE (ICC)	1		
17	KULLIYAH OF ARCHITECTURE (KAED)	2		
18	KULLIYAH OF ICT	2		
19	DEVELOPMENT DIVISION	1		
20	KULLIYAH OF ENGINEERING	3		
21	KULLIYAH OF EDUCATION & CLINIC	2		
22	AZMAN HASHIM COMPLEX	1		
23	UNDERPASS	2		
24	MPS AREA	1		
SUBTOTAL		37		

Note: 1) If contractor agreed with first option, please state comply

2) If contractor not agreed with first option, please state not comply and fill in the second option

Signature of Tenderer:

Signature of Witness:

Name:

Designation:

Date:

Company Stamp:

Name:

Designation:

Date:

Company Stamp:

BILL OF QUANTITY (BQ) (APPENDIX 1)
UNIT/TEAM : LANDSCAPE TEAM

PROPOSED OF MAINTENANCE CONTRACT FOR SUPPLY MANPOWER LANDSCAPE AT KULLIYAH IIUM GOMBAK CAMPUS

LANDSCAPING UNIFORM

Long sleeves

Material: cotton



Logo: printed at top front left & company name-top middle back

* Please be informed that the company logo on the uniform should be changed as below attachment:



Conflict of Interest (COI) – Bidder/ Tenderer

Tender title: DBSB/PROC/GBK/2023/RFT-004	
PROPOSED OF MAINTENANCE CONTRACT FOR SUPPLY MANPOWER LANDSCAPE AT KULLIYAH IUM GOMBAK CAMPUS	
I understand that a Conflict of Interest (COI) may arise where my private interests influence, or may be seen to influence, my actions. I affirm that, except as set out below:	
<input type="checkbox"/>	I understand my obligations to declare any conflict of interest with Daya Bersih Sdn Bhd
<input type="checkbox"/>	I do not have any professional, personal or family allegiance, bias, inclination, obligation or loyalty to Daya Bersih Sdn Bhd, its subsidiaries, affiliates or any of its personnel.
<input type="checkbox"/>	I do not have any financial interest in Daya Bersih Sdn Bhd, its subsidiaries or affiliates, nor to the best of my knowledge do any of my relatives or friends.
<input type="checkbox"/>	If a conflict of interest arises during my involvement with the assessment, I will declare it to Daya Bersih Sdn Bhd immediately.
I hereby declared that:	
<input type="checkbox"/>	I have no conflict of interest
<input type="checkbox"/>	I have conflict of interest (please complete the details below)

Name	Relationship	Is there a COI?			Describe any Conflict of Interest <i>(Continue on a separate sheet if necessary)</i>
		Yes	No	No	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Related Company	Relationship	Is there a COI?			Describe any Conflict of Interest <i>(Continue on a separate sheet if necessary)</i>
		Yes	No	No	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Declaration			
I undertake to comply with Daya Bersih Sdn Bhd policy and also all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to Malaysian Anti-Corruption Commission Act 2009.			
I undertake to abide that this tender exercise is strictly confidential and shall not discuss and share any information from this tender exercise with other parties.			
Name:		Signature:	
Company:		Date:	

*Completed Declaration Form will be kept with the Tender Secretariat.

ADDITIONAL CLAUSE

No.	Description	Details
1	Performance Bond	Vendor / Supplier shall be pay a Performance Bond ("PB") as stated in LOA in the form of a Bank Guarantee before any Purchase Order can be issued to the successful tender bidder.
2	Policy Insurance	Insurance coverage using takaful insurance for workmanship compensation and public liability within the duration of contract. and must be submitted to DBSB before starting work.
3	EPF & SOCSO	Must register with EPF & SOCSO for each legal employee and shall be proven.
4	Working Permit	<p>Contractor to ensure all workers Malaysian nationality or citizenship. All foreign workers should have a valid work permit and employed by the contractor.</p> <p>Having a valid working permit (PLKS), Long Term Social Visit Pass (LTSVP), those employees who joins with any amnesty program introduced by Malaysia Government e.g The Labour Recalibration Programme PATI but a valid registration document, biometric verification letter of a valid working permit to be furnished to DBSB from time to time.</p> <p>Those in renewal process, must provide e-letter or relevant documents given by Immigration as evidence in case a valid working permit is not able to provide upon expiry.</p>

TERM AND CONDITIONS

No.	Descriptions
1	Mobilization and demobilization of personnel, equipment, support facilities and materials required to complete the work.
2	Apply workers pass by liaise with related authorities and DBSB representative for reporting procedure before work commencement.
	<p>Contractor should obtain the following guideline imposed for servicing and maintenance works:</p> <ul style="list-style-type: none"> i. Obtain valid pass for workers at DBSB office before starting the work and always display the pass during working hour. ii. Workers should comply with the safety regulations and guideline imposed by Safety and Health Department of DBSB and OSHBE. COVID-19 test for non-Malaysian worker is required and test results need to be submitted to DBSB. iii. Wearing suitable PPE equipment and uniforms. iv. Contractor should follow the quantity of workers to complete the above services within the required frequency and time frame by DBSB. v. The tools and equipment should be stored in proper space during rest time and after working hour. vi. To ensure all debris to be transported outside IIUM Gombak Campus and make good of IIUM properties if any.
3	Insurance coverage for contractor all risks (CAR) and public liability within the duration of contract. and must be submitted to DBSB before starting work. (as required)
4	<p>To supply manpower as per requirement in Attachment 1. Working days and hour for cleaning services works as follows:</p> <ul style="list-style-type: none"> i. Days: Monday – Saturday ii. Time: 7.00am – 4.30pm (Mon- Fri) / 7.00am- 1.00pm (Sat) iii. Attendance: Use DBSB system
5	Contractor should provide workers with necessary tools and equipment (as required)
6	Any requirement for work during Public Holiday and Weekend should be informed to the supervisor or person in charge.
7	<p>Reporting Procedures:</p> <ul style="list-style-type: none"> i. Prepare and submit monthly report of staff attendance for claim purposes.
8	<p>Documentation and Requirements:</p> <ul style="list-style-type: none"> i. To identify and recruit the right candidate for appointment as workers as per DBSB requirement and approval; ii. To calculate and pay monthly wages of the workers and whenever applicable including overtime, allowance, incentive, Employee Provident Fund ("EPF") and Social Security Organization (SOCSO) iii. To manage timely payroll for these recruited staff; iv. To prepare contract documentation and staff movement (appointment, termination, resignation, warning letter, etc.) v. To ensure that the workers diligently abide the daily working hours which under normal circumstances, shall be 8 hours per days (7.00 am -4.30 p.m) excluding break periods from 1.00 p.m - 2.00 p.m; or any other working hours as prescribed by DBSB.
9	To attend monthly meeting required by DBSB Representatives / Management (as required).
10	To ensure all chemical items is well kept, tagging, and follow the regulation required by DBSB and related authorities. (as required).
11	Contractor should provide basic First Aid Kits to be used during any emergencies.
12	Contractor should responsible any damages done to the property of IIUM Kuantan or property inside the IIUM Kuantan and compensate the payment if any.

