

OPEN TENDER INVITATION FOR THE “REQUEST FOR PROPOSAL (RFP) OF DESIGN AND BUILD FOR REFURBISHMENT WORKS FOR MALAYSIA AIRLINES BERHAD’S (MAB) GOLDEN LOUNGE AT KOTA KINABALU, SABAH AND KUCHING, SARAWAK”
REFERENCE NO: PR10132448 (KUCHING) and PR10132449 (KOTA KINABALU)

General Instructions

1. Malaysia Aviation Group (MAG) will be conducting an open tender for the Request for Proposal (RFP) exercise. Summary of the RFP is shown on Annex A of this document. This RFP exercise will be conducted on ARIBA platform. **The entire event will be managed by MAG.**
2. Qualified and interested supplier/(s) is required to do the following steps:-

Step 1

- Email your interest to participate for this RFP exercise to procurement.corporate@malaysiaairlines.com **together with the Non-Disclosure Agreement (NDA) BY/BEFORE 12.00 noon 23 September, 2019 (Monday).**
- If your company is registered with MABARIBA, please indicate your company name and MABARIBA supplier ID in the email for our further reference.
- MAG sourcing team will acknowledge upon receiving your email on interest to participate.

Step 2

- If your company is not a registered supplier in MAG, please register your company by clicking on the following link for supplier registration <http://mab.supplier.ariba.com>.
- The supplier registration is free of charge.
- The supplier registration **MUST** be completed and approved **BY/BEFORE 12.00 noon 23 September, 2019 (Monday).**
- In addition to the supplier registration, the reply of interest to participate for this RFP and the signing of the **Non-Disclosure Agreement (NDA)** as per **Step 1 MUST** be completed also **BY/BEFORE 12.00 noon 23 September 2019 (Monday).**

3. Details on RFP exercise and time schedules are as per attached **Annex A.**
4. RFP documents will be released to the supplier that successfully submitted the signed NDA within stipulated closing date only.
5. MAG does not bind itself to appoint nor select any supplier on the basis of the RFP submitted.
- 6.

Annex A

SUMMARY OF REQUEST FOR PROPOSAL (RFP)

REFERENCE NO: PR10132448 (KUCHING) and PR10132449 (KOTA KINABALU)

RFP Title : REQUEST FOR PROPOSAL (RFP) OF DESIGN AND BUILD FOR REFURBISHMENT WORKS FOR MALAYSIA AIRLINES BERHAD'S (MAB) GOLDEN LOUNGE AT KOTA KINABALU, SABAH AND KUCHING, SARAWAK

1. Summary of RFP : Malaysia Aviation Group (MAG) invites the bidders/contractors to submit a Design and Build technical and commercial proposal for MAB's Golden Lounge Refurbishment Works At the following locations:
 1) **Kota Kinabalu, Sabah**
 2) **Kuching, Sarawak**
2. Prequalification : NOT APPLICABLE
3. Deadlines of activities :

No	Activities	Due date/hrs
1.	Publication Of Tender Notice	11/9/2019 (Wednesday)
2.	Submission of the interest to participate and the signed NDA via e-mail	23/9/2019 (Monday) by 12.00 noon
3.	MAB ARIBA registration for non-registered vendor/contractor/supplier together with the email of the interest to participate and the signed NDA via email	23/9/2019 (Monday) by 12.00 noon
4.	<p>Site Visit And Tender Briefing (attendance is mandatory) With Details As Below:</p> <p>Venue: Golden Lounge, Kuching International Airport, Kuching, Sarawak Meeting Point: In front of Starbucks, (Departure Hall) Date/Day: 25 September 2019 (Wednesday) Time: 11.00 am – 4.00pm</p> <p>Venue: Golden Lounge, Kota Kinabalu International Airport, Kota Kinabalu, Sabah Meeting Point: Jesselton Café, Level 3, KKIA Date/Day: 26 September 2019 (Thursday) Time: 11.00 am – 4.00pm</p> <p>Notes:</p> <ol style="list-style-type: none"> 1) Only two (2) representatives is allowable from each company. 2) Kindly provide FULL NAME and IC NO of the representatives. 3) Kindly submit the names of the representatives latest by 19 September 2019, 12 noon (Thursday). <p>For any queries regards to the site visit, please contact our Person-In-Charge as below:</p> <ol style="list-style-type: none"> 1) En. Yusof Zakaria (019 – 3403837) 2) En. Mohd Nadzeem (012 – 219 2640) 	25 and 26/9/2019 (Wednesday & Thursday)
5.	Submission of RFP Documents to MAG via MAB ARIBA	Closing Date 14/10/2019 (Monday) by 12.00 noon



- 4. RFP Permitted Currency : Malaysian Ringgit
- 5. Contract Period : **One-off purchase**
- 6. Contact : procurement.corporate@malaysiaairlines.com

NON-DISCLOSURE AGREEMENT (“NDA”)

RFP Ref	REFERENCE NO: PR10132448 (KUCHING) and PR10132449 (KOTA KINABALU) REQUEST FOR PROPOSAL (RFP) OF DESIGN AND BUILD FOR REFURBISHMENT WORKS FOR MALAYSIA AIRLINES BERHAD’S (MAB) GOLDEN LOUNGE AT KOTA KINABALU, SABAH AND KUCHING, SARAWAK
COMPANY	
ADDRESS	

This **NDA** is made on _____ between **MALAYSIA AIRLINES BERHAD** (Company No. 1116944-X), a company incorporated under the laws of Malaysia and having its registered office at 1st Floor, Administration Building, Southern Support Zone, KLIA, 64000 Sepang, Selangor Darul Ehsan, Malaysia (and which shall include its successors and assigns) of one part (hereinafter referred to as “**MAB**”); and the **COMPANY** named above having a registered address as stated above (and which include its successors and assigns) of the other part (hereinafter referred to as the “**Company**”).

WHEREAS :

- MAB and the Company will be engaged in discussions necessitating the disclosure of certain commercially valuable, proprietary and confidential commercial, business, financial, technical, operational, administrative, marketing and other information (“Confidential Information”) to each other in connection with, and for the purpose of facilitating the Request For Proposal (“RFP”) referenced above and any associated business transactions which may result from the said exercise (hereinafter referred to as the “RFP Exercise”).
- Both parties agree to hold such Confidential Information in the strictest confidence upon the terms and conditions hereinafter appearing.

NOW IT IS HEREBY agreed by the parties as follows:

- That all Confidential Information in whatever form (whether in written, magnetic, electronic, digital or any other physical form) delivered to one Party (“Receiving Party”) by the other Party (“Disclosing Party”) which is marked as “Proprietary” or “Confidential” or with some other similar marking or denomination will be received in strict confidence and will be safeguarded in the same manner in which the Receiving Party safeguards its own Confidential Information and will not be divulged to third parties. Confidential Information which is initially orally or visually submitted and identified at the time of initial disclosure as confidential or proprietary shall also be safeguarded by the Receiving Party as Confidential Information PROVIDED THAT the Disclosing Party notifies the Receiving Party of the Confidential Information contained in such initial oral or visual disclosure and describes it in a written summary within twenty (20) days of the disclosure. Neither party may disclose to the other party Confidential Information except to those of its officers, employees and professional advisors on a need to know basis.
- Both parties agree and undertake:
 - to hold the Confidential Information of the other party in the strictest confidence and to not at any time disclose or use or permit to be disclosed or used any of the Confidential Information or its knowledge of the existence of the Confidential Information for any purpose other than for the purpose of the **RFP Exercise**; and
 - not to disclose or divulge the Confidential Information of the other party to any person whatsoever without the prior written consent of the other party except to those persons more particularly identified in paragraph 3(a) below.
- Both parties hereby covenant and agree to do all of the following:
 - to restrict the dissemination, circulation and supply of the Confidential Information of the other party or any part thereof to its directors, officers, employees and professional advisors

NON-DISCLOSURE AGREEMENT ("NDA")

- ("Personnel") who are directly involved with the **RFP Exercise** and only to the extent necessary for each of them to perform their duties.
- (b) to use their respective best endeavours to ensure and procure that none of their Personnel will do any act, matter or thing which, if done by that party, would constitute a breach of the obligations of that party under the terms of this NDA.
- (c) to take all reasonable action to prevent unauthorised disclosure or use of the Confidential Information of the other party.
- (d) inform their Personnel who may have access to the Confidential Information that such information should be kept in the strictest confidence.
4. The Receiving Party will:
- (a) keep the Confidential Information safe in a secure place and properly protected against theft, damage, loss and unauthorised access (including, but not limited to, access by electronic means) and, without prejudice to the foregoing, take all reasonable steps and exercise reasonable skill and care to keep the same confidential and exercise in relation to Confidential Information no lesser security measures and degree of care as the Receiving Party applies to its own Confidential Information and all documents and other material reproducing or incorporating any of the Confidential Information will be kept separate from the Receiving Party's own confidential information; and
- (b) mark as confidential any documents, disks or other media containing or reflecting, or which are generated from, any Confidential Information.
5. The confidentiality obligations herein shall not apply, however, to any part of the Confidential Information which:-
- (a) prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this NDA;
- (b) is explicitly approved for release by written authorisation of the Disclosing Party;
- (c) was known to the Receiving Party at the time of disclosure as shown by written records in existence at the time of disclosure;
- (d) was lawfully obtained by the Receiving Party without breach of this NDA and otherwise not in violation of the Disclosing Party's rights; or
- (e) is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority to be disclosed.
6. Subject to the provisions in clause 5 and notwithstanding termination of this NDA, the obligations of confidentiality contained herein shall continue in effect for a period of five (5) years from the date of disclosure or completion of the **RFP Exercise** whichever is later.
7. The Parties acknowledge and agree that all Confidential Information disclosed by or on behalf of the Disclosing Party shall remain the property of the Disclosing Party. Upon request by the Disclosing Party and at the Disclosing Party's direction or upon termination or completion of the **RFP Exercise**, the Receiving Party shall forthwith:
- (a) return all documents and other materials containing such Confidential Information together with all copies and reproductions thereof; or
- (b) destroy all documents and other materials containing such Confidential Information together with all copies and reproductions thereof and the Receiving Party shall confirm such destruction to the Disclosing Party in writing; and
- (c) expunge all Confidential Information from any computer, word processor or other similar device into which it was programmed by the Receiving Party; and
- (d) destroy all notes, analyses, compilations, studies, memoranda and other documents containing or reflecting or generated from any Confidential Information by the Receiving Party.

NON-DISCLOSURE AGREEMENT (“NDA”)

- No license, whether express or implied, in the Confidential Information is granted by either party to the other to use the Confidential Information other than in the manner and to the extent authorised by this NDA.
9. (a) Both parties acknowledge that they are aware and fully understand that in the event of any breach of this NDA by the Receiving Party or their Personnel, then the Disclosing Party could suffer substantial loss and damage which monetary damages cannot adequately remedy.
- (b) The Receiving Party acknowledges that the Disclosing Party shall be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this NDA in addition to all other remedies available in law.
10. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Asian International Arbitration Centre (AIAC) Arbitration Rules 2017 (the “Rules”), which Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be Kuala Lumpur, and the language to be used in the arbitration shall be English. The governing law of this NDA shall be the law of Malaysia.
11. No delay by either party in exercising any right, power or remedy under this NDA shall operate as a waiver or acquiescence thereof nor shall it restrict or affect the party’s right or powers under this NDA. No waiver of any term or condition to this NDA shall be effective unless made in writing.
12. Access to the Confidential Information is granted to the Receiving Party without waiver by the Disclosing Party of confidentiality and/or legal professional privilege and/or common interest privilege which attaches to any of the Confidential Information. The Receiving Party acknowledges and agrees that it shall not, at any time, waive, assign or compromise privilege or confidentiality in relation to the Confidential Information in any way.
13. This NDA does not create any obligations for either party to disclose any Confidential Information.
14. Each provision of this NDA shall be construed separately and independently from each other. Accordingly if any provision of this NDA is found to be unenforceable, the remainder shall be deemed modified to the limited extent required to permit enforcement in a manner most closely approximating the intention of the parties as expressed herein.
15. This NDA contains the entire understanding between the Parties with respect to the safeguarding of Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorised representatives of the Parties.
16. This NDA shall be binding on the heirs, permitted assigns and successors in title of the parties hereto.
17. This NDA may be executed in counterparts, each of which will constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this NDA to be executed the date and year first above written.

For and on behalf of **MALAYSIA AIRLINES BERHAI**

.....
Name :
Title :
Date :

For and on behalf of **THE COMPANY**

.....
Name :
Title :
Date :