



**XIAMEN UNIVERSITY MALAYSIA**  
**廈門大學 馬來西亞分校**

**INVITATION TO TENDER**  
**FOR**  
**CATERING SERVICES**  
**HEAVY COOKING - CHINESE CUISINE**

**TENDER NUMBER: XMUM24T2005**

**TENDER INVITING PARTY : XIAMEN UNIVERSITY MALAYSIA**

**VENUE : XIAMEN UNIVERSITY MALAYSIA**  
Jalan Sunsuria,  
Bandar Sunsuria,  
43900 Sepang, Selangor Darul Ehsan.

**CLOSING DATE & TIME: 26<sup>th</sup> JUNE 2024, 9:00am - 10.00am**

## SECTION 1 : TENDER NOTICE

Xiamen University Malaysia (hereinafter referred to “**XMUM**”) now invites companies which have experiences in operating cafeteria especially in other colleges or universities (“**Tenderer**”) to tender for the operation of catering services, specifically Chinese Cuisine at the Cafeteria/canteen of XMUM subject to the terms and conditions stipulated herein.

### 1. INTRODUCTION

1.1 XMUM requires the Tenderer to run the catering services at the campus to cater for the needs of the students, staff and visitors.

1.2 Tenderer shall fulfill the following minimum requirements and criteria:

1.2.1 have good business reputation and performance, proven track record and experience of catering services which are to be supported by documentary proof; and

1.2.2 possess all relevant certificate of registration, licenses, approvals and permits and a copy of which are to be furnished to XMUM.

1.3 Tenderer is required to register with XMUM at Block A3, 7th Floor, Procurement & Asset Management Office, Xiamen University Malaysia, Jalan Sunsuria, Bandar Sunsuria, 43900 Sepang, Selangor and to prepare cash, cheque or bank draft for the amount of RM500.00 per tender made payable to XMU JIAGENG EDUCATION DEVELOPMENT SDN. BHD. (**Registration No: 201201038124 (1022606-P)**) as earnest money (“**Earnest Money**”) between 9:00 am to 5:00 pm 20th May 2024 to 25th June 2024 (“**Registration Period**”).

1.4 The Earnest Money will be converted to deposit for successful Tenderer and will be refunded without interest to the unsuccessful Tenderer within twenty (20) working days after announcement of results provided the Tenderer had registered itself within the Registration Period.

1.5 The Earnest Money shall be forfeited in the event that the Tenderer fails to submit the complete Tender Documents within the Closing Date and Time or cancel/withdraw its application after submission.

1.6 The successful Tenderer shall pay to XMUM an amount equivalent to 1% of annual rental as

tender service fee which shall be deposited with rental upon the signing of the agreement stipulated in Clause 5.2.

## 2. KEY DATES

2.1 The key dates for this tender are as follows:

2.1.1 Registration Period: 20<sup>th</sup> May 2024 to 25<sup>th</sup> June 2024 (9:00am - 5:00pm)

2.1.2 Site Visit Date: 21<sup>st</sup> May 2024 to 21<sup>st</sup> June 2024 (10:30am - 5:00pm)

2.1.3 Closing Date and Time: 26<sup>th</sup> June 2024 (9:00am - 10:00am)

2.1.4 Open Tender Evaluation Date and Time: 26<sup>th</sup> June 2024 (10:00am)

2.2 XMUM reserves the right to vary and/or extend the deadline stated above from time to time and such variation and/or extension shall be applied/granted to all Tenderer. XMUM has the absolute right to decline any submission later than the stipulated date and time.

2.3 XMUM reserves the right to request a food tasting at the Tenderer's outlet or any venue to be fixed by XMUM.

## 3. SUBMISSION OF TENDER DOCUMENTS

3.1 All Tender Documents as required under Appendix 1 and Appendix 2 must be submitted in duplicate i.e. **one (1) original and one (1) duplicate. Please mark the word "ORIGINAL" and "DUPLICATE" at the top of the respective covering page.**

3.2 Please clearly indicate each section of the documents, compile and bind them into one booklet, in accordance to the "Appendix 2" sequence. **Any tender failed to meet the requirement shall be automatically disqualified.**

3.3 All responses to this Invitation to Tender must be in English.

3.4 Prices shown shall be exclusive of all taxes. Tender shall be priced and evaluated in Malaysian Ringgit (RM).

3.5 Tenders sent via courier, mail, facsimile, email or other electronic means shall not be accepted.

3.6 XMUM will not issue acknowledgement of receipt of Tender Documents to any Tenderers.

3.7 All Tender Documents must be sealed in the envelopes and submitted to Block A3-7F, Room 704, Xiamen University Malaysia on 26<sup>th</sup> June 2024 between 9:00am to 10:00am.

3.8 Tenderer is required to be punctual and be present at Block A3-7F, Room 704, Xiamen University Malaysia on 26<sup>th</sup> June 2024 at 10:00am. Each Tenderer will be given a 10 minutes' presentation following with 10 minutes of Q&A session in front of the Evaluation Committee. Presentation sequence will be based on the number drawn by the Tenderer; thus, Tenderer is required to arrive ON TIME for the drawing of the presentation sequence.

3.9 Required presentation softcopy must be submitted in pen-drive. Presentation material must be in MS Power Point/PDF format.

3.10 XMUM reserves the right to accept or reject any or all bids.

#### **4. EVALUATION AND DETERMINATION OF SUCCESSFUL TENDER**

4.1 A Tender Evaluation Committee will be set up to study, consider, analyze and evaluate tenders received and to make recommendations on the acceptance or rejection of tenders. The highest bidding price may not necessarily be the basis for selection for award of a contract.

4.2 Factors to be taken into consideration by the Tender Evaluation Committee include but not limited to:

4.2.1 Tender price

4.2.2 Menu Plans (including prices)

4.2.3 Proposal of layout and interior design for cafeteria

4.2.4 Proposal of hygiene certificate and operation, health and safety control

4.2.5 Staffing proposal, training schedule

4.2.6 Customer service charter

4.2.7 Strength of Tender Business. The main assessment factors are: registered and paid-up capital, size, brand agency strength, operational capacity, and management level of the enterprise.

4.2.8 Business reputation. The main assessment factors are: awards, sales record, etc.

## 5. AGREEMENT SIGNING

5.1 The successful Tenderer must enter into an agreement with XMUM within fourteen (14) working days from the date of notification.

5.2 Upon the execution of the Agreement, the successful Tenderer shall pay to XMUM a sum equivalent to **Three (3) months rental as Security Deposit and One (1) month rental as Utility Deposit together with Six (6) months rental in advance, another Six (6) months of Management Fees (RM5/m<sup>2</sup>) in advance and 1% of annual rental as tender service fee.**

## 6. MISCELLANEOUS

6.1 XMUM is not bound to accept the highest bid or to give reasons for its decision.

6.2 Each Tenderer would have to bear its own costs and expenses incurred for this tender or preparing the Tender Documents and proposals.

6.3 XMUM will not return any of the submitted Tender documents and documents related to this tender project to the Tenderers.

6.4 Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors, bribe or inappropriately influence any of the employees of XMUM or members of the Tender Evaluation Committee, either directly or indirectly, will lead to the rejection of his tender. Parties involved shall be subjected to disciplinary action and/or criminal prosecution.

6.5 **All forms of corruption, bribery and kickback whatsoever, either directly or indirectly, are strictly prohibited.**

## SECTION 2: TENDER PROJECTS AND SPECIFIC IMPLEMENTATION MEASURES

### 1. TENDER PROJECT INTRODUCTION

1.1 This tender project is located at XMUM Block LY3 102 (“Cafeteria/canteen”).

- 1.2 This tender project requires the successful Tenderer to renovate the Cafeteria/canteen at its own cost.
- 1.3 The successful Tenderer is required to operate at least 6 days a week for at least 12 hours either from 07:30 to 20:00 or any other time approved by XMUM. Tenderer may opt to close on Saturday or Sunday but is subject to prior written approval from XMUM.
- 1.4 The Tenderer is prohibited from selling anything or offering any services which is not approved by XMUM in advance.

## **2. PERIOD OF AGREEMENT**

- 2.1 The Agreement shall be for a period of two (2) years. The Tenderer shall operate by 1<sup>st</sup> of September 2024. The Subject to the Tenderer is not in default of the performance of the Agreement, the Tenderer shall have the option to renew the Agreement for a further One (1) year from the expiry date of the Agreement. During the tenure of the Agreement, the monthly rental will be fixed for the first term of two (2) years and an increase of 10% of the monthly rental for the subsequent one year (subject to further revision by XMUM).

## **3. TERMINATION**

- 3.1 The Tenant shall complete at least one (1) year of the Term of the Agreement, failing which the Tenant shall pay to the Landlord a sum equivalent to six (6) month's Rent as liquidated damages. The Tenant may terminate this Agreement at any time upon the completion of one year of the Term of the Agreement by giving the Landlord not less than three (3) months' notice in writing or paying three (3) months' rent in lieu of such notice subject to the Landlord's approval.
- 3.2 Without prejudice to any other rights XMUM may have against the Tenderer, if the Tenderer upon the expiration or termination of the Agreement neglects and/or refuses to yield up and vacate the Cafeteria/canteen, the Tenderer shall pay to XMUM as agreed liquidated damages a sum equivalent to double the amount of the existing rental of the Cafeteria/canteen from the date of expiration or termination of the Agreement to the date of actual delivery of vacant possession to XMUM.
- 3.3 The Tenderer must at the expiration or termination of the Agreement reinstate and make good to the full satisfaction of XMUM all damage occasioned to the Cafeteria/canteen caused by the removal of any signboard, air conditioner, lighting or any other Tenderer's fittings or installations. If any damage is caused to the premises by the Tenderer or its workers, employees

or agents, the same shall be rectified by the Tenderer at its own cost either by rectifying the damage or by paying cash compensation as may be determined by XMUM.

3.4 XMUM may terminate the Agreement at any time during of the term of Agreement if Tenderer do not or fail to perform its obligations under the Agreement.

#### **4. TENDERER'S RIGHTS AND OBLIGATIONS**

##### **4.1 RIGHTS**

4.1.1 To manage at its own-self within the scope of legality and contractual provisions.

4.1.2 Other contents that agreed by XMUM.

##### **4.2 OBLIGATIONS**

4.2.1 The Tenderer shall use the Cafeteria/canteen strictly for selling food for consumption and for no other purposes whatsoever; provide clean and fresh food and meals of good quality, nutritious, tasty and variety. No alcohol, cigarettes and other banned substances shall be permitted for sale.

4.2.2 The Tenderer shall apply for and to obtain and maintain at its own costs and expenses all requisite licenses, permits, registrations, approval and/or other assents required by law to authorize the use of the Cafeteria/canteen for the business stipulated above and/or to employ local or foreign workers (if any), servants or agents and to produce the same to XMUM for inspection upon request by XMUM.

4.2.3 Electricity, water charges, management fee (RM 5/m<sup>2</sup>) and any other fees that incurred for operating the Cafeteria/canteen must be paid not later than 7<sup>th</sup> day of the following month.

4.2.4 All renovation costs incurred should be solely borne by the Tenderer. The interior design plan must be complied with relevant local authorities' requirements especially BOMBA. Not to dismantle or make any extension, alteration or renovation to the Cafeteria/canteen without the prior consent in writing from XMUM and the appropriate authorities first had and obtained.

4.2.5 The Tenderer shall bear the responsibility of maintaining the cleanliness and hygienic condition of the Cafeteria/canteen, at its own cost and proper disposal of waste. The

Tenderer's employees shall be in proper uniform provided by the Tenderer and must be hygienically suitable, nails trimmed, haircut and shave taken. In case of violation of this condition, XMUM shall have the right to impose a fine and the Agreement may be cancelled by giving a month's notice to vacate the premises without further claims or compensation by the Tenderer. If the Agreement is terminated by XMUM under this clause 4.2.5, XMUM shall have the right to require the Tenderer to continue the catering services until replacement is obtained.

- 4.2.6 The Tenderer shall be engaged a professional pest control company to do pest prevention at least once a month.
- 4.2.7 The Cafeteria/canteen must be equipped with a sterilization cabinet.
- 4.2.8 The Tenderer must follow the signboard standard and design by XMUM. The Tenderer shall keep in a conspicuous place at the Cafeteria/canteen a signboard or to display a menu showing clearly the approved rate/price list of items in both English and Bahasa Malaysia/Chinese. The menu/prices/rates agreed upon by the parties during negotiations shall be firm and no escalation in the finalized menu/prices/rates will be permitted unless consent of XMUM thereof be first had and obtained;
- 4.2.9 The Tenderer shall ensure that its employees, workers and/or servants are medically examined and medically fit and not be suffering from any illness or disease. The Tenderer shall be responsible for the inoculation and vaccination of its employees when called upon to do so by the relevant authority. The Tenderer shall also make them available for examination by the relevant authority when required. A copy of the medical certificate shall be submitted to the XMUM as evidence that each of the Tenderer's employee is medically fit prior to the commencement of work at the Cafeteria/canteen.
- 4.2.10 If foreign workers are employed by the Tenderer, the Tenderer must ensure that these employees have been properly issued with the valid work permits at all material times and that the Tenderer shall comply with the immigration laws and regulations that apply to hiring foreign workers. Related details and written proof shall be furnished to XMUM in advance.
- 4.2.11 The Tenderer shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by XMUM during the entire period of the



Agreement. The Tenderer shall take adequate fire pre-cautions.

- 4.2.12 The Tenderer shall not sub-let the unit in whole or in part to any third party. The Cafeteria/canteen shall not be used for residential purpose.
- 4.2.13 Operate within the scope of legality by not affecting staff and student's resting time and lecturer hours.
- 4.2.14 All cost arising from alterations, extension and/or renovation of the cafeteria/canteen shall be solely borne by the Tenderer provided always that upon the determination of the Agreement, the Tenderer shall restore the Cafeteria/canteen to its original state and condition at the Tenderer's sole cost and expense unless XMUM agrees otherwise in writing and in which event XMUM shall not be liable to compensate the Tenderer for any improvement done to the Cafeteria/canteen by the Tenderer.
- 4.2.15 Quality of Food / Services will be inspected / checked from time to time and if found unsatisfactory, the Agreement may be cancelled at any time by XMUM with / without furnishing any notice. XMUM reserves the right to impose a fine if it deemed necessary.
- 4.2.16 All costs of and incidental to the Agreement including drafting of the Agreement and company search and stamp duty thereon shall be borne and paid by the Tenderer absolutely.
- 4.2.17 The Tenants must follow all the rules and regulations or/any implementation set by XMUM e.g., ECard system as payment mode, Menu adjustment, Event Support and etc.

## **5. XMUM RIGHTS AND OBLIGATIONS**

### **5.1 RIGHTS**

- 5.1.1 To collect rental, electricity and water charges and any related fee;
- 5.1.2 To issue warning letter, suggestion for corrective action. Should the Tenderer failed to abide by the corrective action provided by XMUM, XMUM has the absolute rights to terminate the Agreement.
- 5.1.3 To monitor and audit the renovation work by the Tenderer.

5.1.4 To conduct public safety and public health inspection and supervision;

5.1.5 When the Tenderer has any arrears for utilities, XMUM has the absolute right to terminate the supply of electricity and water to the Cafeteria/canteen.

## **5.2 OBLIGATIONS**

5.2.1 To supply utilities to Tenderer subject to the Tenderer has settled all the bills on a timely basis;

5.2.2 To provide the necessary facilities to the Tenderer's business activities within the scope of the Agreement and to pay attention to the Tenderer's suggestions.

## **6. INDEMNITY**

6.1 The Tenderer shall indemnify XMUM against all claim's actions and proceedings in respect of any non-compliance of all laws, by-laws and regulation applicable to the Tenderer relating to the catering services to XMUM or relating to any of its employment issue or for any accident, mishap or injury suffered or damage to or loss of any chattel or property sustained at the Cafeteria/canteen by its employees, agents, licenses or other persons.

6.2 XMUM shall not be liable to the Tenderer nor shall the Tenderer have any claims against XMUM in respect of any interruption in any of the facilities as provided by XMUM or the authorities responsible for the supplies of water and electricity by reason of the Tenderer's non-payment or late payment of monthly bills or necessary repair or maintenance of any installation or apparatus or of damage thereto or destruction thereof due to fire, water, act of God or other causes beyond the control of XMUM or by reason of any mechanical or other defect or breakdown or by reason of a strike by workmen or others or by reason of a shortage of fuel, materials, water or labor.

6.3 In the event of any disruption of supplies of water or electricity for reason beyond XMUM's control, the Tenderer shall take necessary steps to ensure such supplies from alternative source so as not to disrupt the catering services and shall not make any claim against XMUM.

6.4 The Tenderer shall bear all costs including XMUM's solicitor client's costs in respect of any demand, claim, notice or legal proceedings made, taken or instituted against the Tenderer to remedy any breach or for any non-compliance and non-observance by the Tenderer of any of the terms and conditions stated in the Agreement.

## **7. GUARANTOR**

In the event XMUM deems necessary, the Tenderer shall procure a guarantor to undertake to provide a Letter of Guarantee and Indemnity in the form and substance as specified by XMUM in the Agreement to ensure the observance of the Tenderer of all the terms and conditions contained in the Agreement.

## **8. OTHER TERMS AND CONDITIONS**

All other terms and conditions regarding the letting and usage of the Cafeteria/canteen shall be subject to the Agreement.

# Appendix

## Appendix 1: Letter of intent

<b>Block No</b>	<b>Type of Cafeteria/Shop</b>	<b>Total area (m<sup>2</sup>)</b>	<b>Rental (RM/Year)</b>
LY3-102	Heavy Cooking - Chinese Cuisine	116.99	

\* The minimum rental per month is RM 3,000.00. You may fill in your bid rental (per year) in the column“Rental”, XMUM will not guarantee the highest bidding rental would definitely won the tender.

\*\* Incomplete or incorrectly submitted application forms will not be considered.

**Appendix 2: Format of tender**

Please use the headings in this Appendix as the basis of your Response.

**Response to Invitation to Tender  
For  
Catering at Xiamen University Malaysia**

**Tendering Organization Name:** \_\_\_\_\_

**Company Number:** \_\_\_\_\_

**Registered Company Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Contact details:** \_\_\_\_\_

**1) Background and History of Operation of Tenderer**

Including these contents: contact details **【section A】** , company information **【section B】** , and documents required **【section C】** .

**2) Business Reputation Such as Experiences and Awards**

**3) Tender Price 【Appendix】**

**4) Menu Plans (to include prices) 【section D】**

**5) Proposal of Layout and Interior Design for Cafeteria 【section E】**

**6) Proposal of Hygiene Certification and Operation, Health and Safety Control**

**7) Staffing Proposal (please provide CVs of key staff and organization chart) and Training Schedule**

**8) Customer Service Charter**

**9) Other considerations and proposals**

**10) Declaration of interest by service provider 【section F】**

All tender documents must be inserted into the envelope provided by XMUM. The envelope must be SEALED and bear no mark/identification of the tenderer and returned to **Block A3-7F, Room 704, Xiamen University Malaysia, Jalan Sunsuria, Bandar Sunsuria, 43900 Sepang, Selangor**. Failure to observe this requirement will render the tender being rejected. XMUM has the absolute right to reject any submission received after the Closing Date and Time.

**SECTION A : CONTACT DETAILS**

Name:

IC number:

Age:

Nationality:

Address:

**SECTION B : COMPANY INFORMATION**

Registered name of business:	
Company registration number:	
Registration date:	
Registration due date:	
Type of business:	
Physical Address:	
Postal Address : (This is the address to which written correspondence will be directed)	
Contact Number :	



**SECTION C : CHECK LIST FOR DOCUMENT REQUIRED**

*(Please tick ✓ documents submitted)*

1. Company Profile	
2. Form 9/13 or Section 17 of the Companies Act, 2016 (“CA2016”)	
3. Form 24 or Section 78 of CA2016	
4. Form 49 or Section 58 & 236(2) of CA2016	
5. Form 44 or Section 46(3) of CA2016	
6. Memorandum of Association and Articles of Association	
7. Directors’ IC	
8. Latest Audited of Financial Statement	
9. Director Resolution to authorise a personnel to sign the tenancy agreement and any other relevant document on behalf of the company	
<b>** Note: The above items (2) to (9) must be certified by the company secretary</b>	

**SECTION D : LIST AND PHOTO/MENU FOR FOOD WITH PRICE**

Food	Photo/Menu	Price (RM)

**\*You can attach extra pages on this section (if required).**

**SECTION E : LAYOUT AND INTERIOR DESIGN FOR THE CAFETERIA**

**SECTION F : DECLARATION OF INTEREST BY SERVICE PROVIDER**

I/ We \_\_\_\_\_ (NRIC/Passport No: \_\_\_\_\_) the undersigned in my/our capacity as authorized representative of \_\_\_\_\_

(name of company) hereby that all the information supplied provided in this application and its attachments or supporting documents are true, correct and complete in all respect and no information has been willfully or intentionally misrepresented, withheld or concealed.

I acknowledge and agree that Xiamen University Malaysia (XMUM) reserves the right to vary or reserve any decision including removal from the tender list and rejection of this application made on the basis of incorrect, incomplete or fraudulent information.

I have read and understood the Personal Data Protection Notice of XMUM accessible via [www.xmu.edu.my](http://www.xmu.edu.my) and I hereby agree and consent to the use, processing and transfer of my personal data by XMUM in accordance with the terms of the said Notice.

Name:

\*Please affix company stamp

Date:

Signature: