

Private & Confidential

Date :

SUPPLIER'S NAME

- ADDRESS 1 -
- ADDRESS 2 -
- ADDRESS 3 -

Dear Sir/Madam,

INVITATION TO TENDER

Contract: The Supply, Installation and Commissioning for UMW Corporation Sdn Bhd

Further to our email dated xx/xx/xxxx, we, UMW Corporation Sdn Bhd ("UMW"), hereby invite your company to participate in the tender exercise for the abovementioned Contract.

1) Tender Document

The tender documents will be distributed during site briefing at the following place, day and time:-

Place : Meeting Room
UMW Corporation Sdn Bhd
Corporate Building
No 10, Jalan Utas 15/7, Section 15,
40200 Shah Alam,
Selangor Darul Ehsan.

Date : "Date" / "Day"

Time : 10.00 a.m.

Participants : Two (2) pax per tenderer.

2) Submission of Completed Tender Documents

Tenderer is required to submit the Tender Documents in accordance with the following:

- a) Shall be in hard copy and soft copy in CD Format
- b) Please state company name on the bottom right of the sealed envelope
- c) Sealed in separate envelope and marked clearly with the Title of the Tender – Technical or Commercial as stated on the cover sheet.

Location : Receptionist Area
Ground floor
UMW Corporation Sdn Bhd
No.10, Jalan Utas 15/7, Section 15,
40200 Shah Alam
Selangor Darul Ehsan.

Closing Date : "Date" / "Day"

Closing Time : 12:00 noon

3) **Tender Deposit**

All tenderers are required to include a tender deposit of Ringgit Malaysia Five Thousand (RM5,000.00) only with the Tender Submission.

The Tender Deposit shall be in the form of cheque or Bank Draft payable to "UMW Corporation Sdn Bhd". The Tender Deposit shall be enclosed in a plain envelope marked clearly with the tenderer's particulars together with cheque and bank draft details and must be delivered to the hand of Mohd Amsyar bin Sirajudin (Tel: 03-5163 5469) or Nur Akalili Munirah binti Shamsudin (Tel: 03-5163 0000 ext 5590).

The Tender Deposit will be returned to unsuccessful tenderers within six (6) months from the Closing Date. For a successful tenderer, the Tender Deposit shall be returned upon the receipt by UMW of the Performance Guarantee referred to in Clause 4 of this letter.

4) **Written Agreement and Performance Guarantee**

The award of the Contract to the successful tenderer shall be subject to the successful tenderer entering into a written agreement ("Agreement") with UMW, encompassing the full terms and conditions for the execution of the Contract by the successful tenderer.

The successful tenderer shall be required to, upon execution of the Agreement, furnish UMW with an irrevocable first call and unconditional bank guarantee (hereinafter referred to as "Performance Guarantee") for the amount equivalent to two point five (2.5%) percent of the total Contract value.

The Performance Guarantee shall be issued by a bank licensed under the Banking and Financial Institutions Act 1989 (Act 372) and acceptable to UMW. The Performance Guarantee must remain valid up to thirty (30) days after the completion of the Contract.

5) **Instructions to Tenderers**

The Tender Submission shall be in the English Language and shall bear the tenderer's official company or business stamp.

The tenderer shall bear all costs associated with the preparation and submission of its Tender Submission, and UMW will in no case be responsible or liable for those costs.

All corrections, alterations and/or any other amendments whatsoever shall be properly initialled by the tenderer.

The tenderer shall be solely responsible for all omissions and/or errors in its Tender Submission without any additional cost chargeable to UMW. UMW shall not entertain any request for variation of price or submission of additional quotes for items left out in the original Tender Submission including lack of knowledge or oversight.

All the schedules in the Price Schedule with the detailed breakdown of prices shall be completed regardless of whether there are any requirements indicated in the system price or Bill of Quantity (BQ) or otherwise.

In the event of any discrepancies between the hardcopy and the softcopy in the

Microsoft Excel format of Price Schedule, the hardcopy of the Price Schedule shall be taken as final and prevail over the softcopy.

All tender prices shall only be quoted in Ringgit Malaysia (RM).

The tenderer's offered prices shall be valid for six (6) calendar months from Closing Date.

6) Conditions of Tender

The details on the scope of services required under the Contract are as per Tender Specification attached and labelled as follows:

- a) Appendix – A – Contract Information
- b) Appendix – B – Technical Application
- c) Appendix – C – Technical Infrastructure
- d) Appendix – D – Application
- e) Appendix - E - Commercial
- f) Appendix – F – HP Data Protector Backup Manager
- g) Appendix – G – Draft Agreement
- h) Appendix – H – Statutory Declaration

These Technical Specifications outline the basic requirements with regards to the Contract. UMW reserves the right to amend or vary these Technical Specifications in order to correct errors, rectify omissions or discrepancies, or to reflect any changes in UMW's policy. Any amendment to these Technical Specifications shall be effected by the issue by UMW of an addendum and all tenderers shall be notified accordingly.

The tenderer shall be deemed to have inspected and examined all the documents and to have obtained at its own expense any additional information which it may consider necessary for the completion of its Tender Submission.

UMW reserves the right at its absolute discretion and without stating any reason whatsoever, to accept the whole Tender Submission or any part thereof or to reject any or all Tender Submissions received in response to this Invitation to Tender.

The lowest tenderer will not necessarily be awarded the Contract.

Any claims for extra payment or variation of price on the grounds of insufficient and inadequate information will not be considered by UMW.

UMW shall have the rights of partial award of the Contract if deemed necessary.

7) Relationship of Parties

All tenderers are required to declare whether or not:

- a) it can be considered to be a "related party" to UMW for purposes of Bursa Malaysia Berhad's Listing Requirement; and
- b) it can be considered to have a "related party relationship" with UMW for purposes MASB Standard 8 issued by the Malaysia Accounting Standard Board.

In the event of an affirmative declaration in relation to either or both matters above, the said tenderer is required to give full details of such relationship with UMW.

Tenderers who make an affirmative declaration in relation to either or both matters above will NOT be discriminated from the other Tenderers. The tenderers declaration is merely for disclosure purposes under the provisions of Bursa Malaysia Berhad's Listing Requirement and MASB Standard 8 issued by the Malaysia Accounting Standard Board.

9) Conformity

Any late submission will be disqualified.

Only successful tenderers will be notified. Tenderers who do not receive any feedback are deemed unsuccessful.

Tenderers must conform to the instructions stipulated in the Tender Documents. Non-conformity may subject the tenderer to disqualification or rejection without UMW assigning any reason therefor.

9) Enquiries

All inquiries relating to the Tender Documents may submitted by the tenderer by way of email, fax or official letter on or before xx/xx/xxxx to the attention of Muhammad Harun or Mohd Zahri at the following addresses:

- a) Email : Muhammad.harun-sharifudin@umw.com.my (1)
mohd.zahri@umw.com.my (2)
- b) Telephone : 03-5163 5344 (1)
03-5163 5447 (2)
- c) Official Letter : Procurement
UMW Corporation Sdn Bhd (009825-V)
No. 10, Jalan Utas (15/7)
P.O Box 7052, 40915 Shah Alam
Selangor Darul Ehsan

UMW will only respond to inquiries received within the timeline stipulated above. Copies of UMW's response will be forwarded to all tenderers, including a description of the inquiry, but without identifying its source.

Thank you.

Yours faithfully,
for **UMW Corporation Sdn Bhd.**

SHAMSHUL ABDUL JABAR
General Manager
Procurement
Group Management Services