



CHIEF MINISTER OF PENANG INCORPORATED (CMI)

**REQUEST FOR PROPOSAL (RFP) FOR MANAGEMENT AND
OPERATION OF SUFFOLK HOUSE ON CMI LAND AT PT 61,
SECTION 3, NORTH EAST DISTRICT, GEORGE TOWN,
PENANG, MALAYSIA**

**SECRETARIAT
CHIEF MINISTER OF PENANG INCORPORATED
LEVEL 47, KOMTAR,
10503 PENANG**

TABLE OF CONTENTS

NO.	DETAILS	PAGE NO.
1.	INTRODUCTION	3
2.	INSTRUCTIONS TO BIDDER	5
2.1	Purpose of Submission	5
2.2	General Scope	5
2.3	Project Site	6
2.4	Project Implementation	8
3.	DETAILS OF INFORMATION TO BE PREPARED BY BIDDER	9
3.1	General Information	9
3.2	Corporate Capability	10
3.3	Technical Capability	11
3.4	Financial Capability	11
3.5	Heritage Tourism and Marketing Strategies	12
3.6	Benefits to State Government of Penang	12
4.	HERITAGE SITE MANAGEMENT AND CONSULTANCY	13
5.	TERMS AND CONDITIONS	14
6.	APPENDICES	18
6.1	Appendix A : List of technical agencies contact	18
6.2	Appendix B : Location Of Development Area	20
6.3	Appendix C : CMI Secretariat	21
6.4	Appendix D : Company Profile Form	22
6.5	Appendix E : Declaration	25
6.6	Appendix F : Integrity Pact Declaration Form	26
6.7	Appendix G : Corruption in Government Procurement Documents	28

1. INTRODUCTION

Suffolk House is a double-storey, Anglo-Indian Georgian Mansion situated on open grounds along the banks of the Ayer Itam River (“**Suffolk House**”). This building was built on a vast pepper plantation owned by Captain Francis Light, the founder of the East India Company trading post on Penang Island in 1786. Captain Francis Light was born in Suffolk, England in 1740 and died in Penang in 1794.

According to researcher Frank Campbell, Suffolk House is one of the earliest surviving ‘great houses’ in the region. It is also the sole example of an Anglo-Indian Georgian Garden House in Penang and Malaysia, a typology transposed from India. Construction techniques mirrored those found in Garden Houses in Madras.

The pepper plantation on which the present version of Suffolk House was subsequently built by W. E. Phillips and was bequeathed to Light's common-law wife, Martina Rozells. The executors of Light's estate sold the plantation to William Edward Phillips in 1805. Suffolk House became the official residence of several early Governors including Phillips and his father-in-law Colonel John Alexander Bannerman. Both repeatedly served as Acting Governors of Penang at various times. It also was a venue for countless social and administrative events. Sir Stamford Raffles visited this house where supposedly the founding of Singapore was discussed.

In the late 1830s, Suffolk House was sold when Penang ceased to be a Presidency of India and it needed to undergo expensive repairs (Langdon, 2005). The Suffolk estate was further subdivided and it passed through the hands of many owners. A portion was purchased by the Municipal Council, which proceeded to build several large bungalows, to be used as residences for senior government servants or rented out. The buildings still remain intact today.

Reverend Peach of the Methodist Mission purchased a portion of land on which Suffolk House sits in 1929 for RM20,000. Suffolk House also housed the Anglo Chinese School (ACS) which later become the Methodist Boys School after the Second World War. It was later used as the school's canteen until it was abandoned in 1974.

The campaign to preserve Suffolk House started in 1956. It grew in prominence in 1993 when the Penang Heritage Trust conducted a Dilapidated Survey and initiated a fund raising scheme. It created public awareness for the need to restore Suffolk House. Restoration works began in 2000 and were completed in June 2007.

Suffolk House has been restored to its past glory with the greatest contributions coming from the Penang State Government, Penang Heritage Trust, Hong Kong Bank (HSBC) and other private contributors. Suffolk House was accorded the UNESCO Asia-Pacific Heritage Award of Distinction in 2008. The award was officially presented by Dr. Tim Curtis, the Head of the Culture Unit, UNESCO Bangkok to the State Government of Penang represented by Penang's Chief Minister, the Right Honorable Mr Lim Guan Eng, on 9th October 2009.

In line with the achievement and the Penang State Government's wish to conserve and preserve its heritage properties, the Chief Minister of Penang Incorporated (CMI) has been given the mandate to spearhead the initiative for the maintenance and management of Suffolk House. Therefore, this Request For Proposal (RFP) has been prepared to invite qualified companies to maintain, conserve, preserve and manage Suffolk House.

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2. INSTRUCTIONS TO THE BIDDER

2.1 Purpose of Submission

The RFP is being issued to solicit the highest quality proposal to maintain, conserve, preserve and manage Suffolk House on CMI Land, PT 61, Section 3, North East District, Penang, Malaysia (“**Project**”). The RFP invites bidders with strong capabilities and expertise for the management and operation of Suffolk House which is one of the key Cultural Heritage Destinations in Penang.

CMI wishes to provide a transparent process and clear directions for serious bidders with relevant expertise and investment interests in expressing their creativity and vision for the Project. CMI also hopes to maximize the potential of this beautiful and valuable site so as to raise Penang’s profile in the international tourism industry.

2.2 General Scope

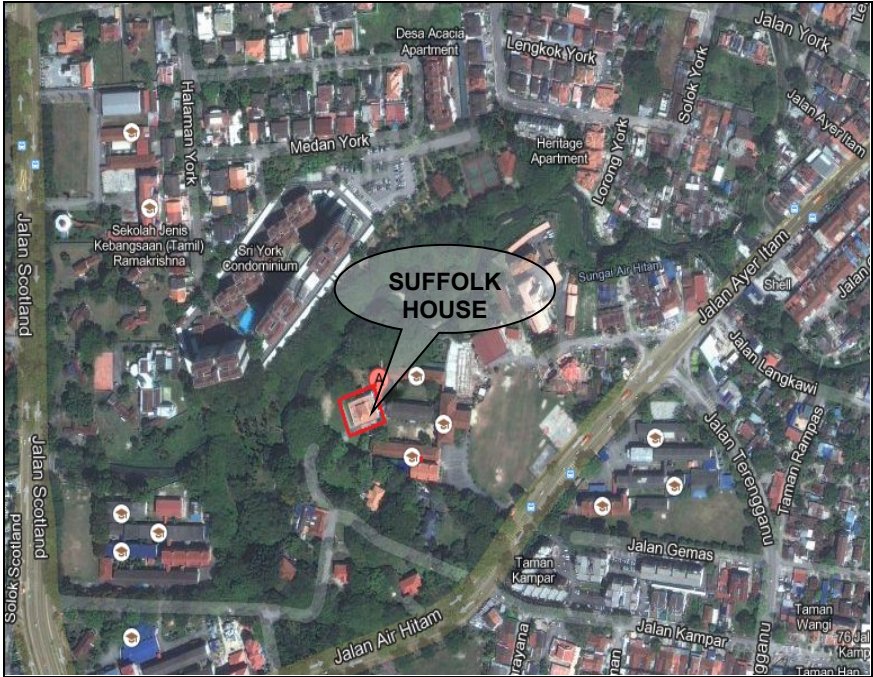
CMI seeks the best proposal from bidders who are able to maintain, conserve, preserve and manage Suffolk House to generate Heritage Tourism benefits from local and international tourists, not only in the area of economy but also development of the immediate city of Penang Island. The successful bidder must seek to incorporate the elements and settings that combine to provide the heritage and educational tourist experience.

The concept of privatization will be used in the management of Suffolk House. Under this concept, the successful bidder is bound to maintain, conserve, preserve and manage Suffolk House and to carry out activities related to tourism. The successful bidder is allowed to charge visitors an entrance fee based on a rate to be mutually agreed to by the State

Government and the successful bidder. This can be discussed further if a better proposal is offered in bringing more benefits to the State Government without sacrificing heritage elements and the values unique to Suffolk House.

2.3 Project Site

Suffolk House is located on CMI Land, at PT 61, Section 3, North East District, George Town, Penang, Malaysia as per **Appendix B (“Land”)**. The site covers an area of 1.4963 acres (6,055.4055 square meters).



**AERIAL VIEW
SUFFOLK HOUSE ON CMI LAND AT PT 61, SECTION 3,
NORTH EAST DISTRICT, GEORGE TOWN,
PENANG, MALAYSIA**

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2.3.1 Site Visit

A site visit is compulsory. If the bidder fails to attend the site visit on the specified date, 5 May 2014 at 10.00 am, the proposal submitted shall not be considered.

CMI as the owner will enter into an agreement with the successful bidder for an initial period of five (5) years and option to renew for two 5 years-period consecutively [5 + 5 + 5 years] from the date of acceptance of the offer under terms and conditions to be mutually agreed. It is to be emphasized that the Successful Bidder:-

- (a) shall not charge the Land to obtain bridging finance for the Project;
- (b) is prohibited from using the Land, Suffolk House or any part thereof as collateral for whatever purpose;
- (c) shall not sub-lease or transfer the Land to a third party; and
- (d) shall return the whole property to CMI at no further cost upon expiry of the lease period.

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2.4 Project Implementation

The following is the proposed schedule for the implementation of the Project:

- i. Issue Request For Proposal - 16 April 2014
- ii. Site Visit 5 May 2014
- iii. Submission of Proposal - 30 May 2014
- iv. Technical Evaluation and Tabling to Technical Committee - June 2014
- v. Tabling to State Tender Board - July / August 2014
- vi. Tabling to State Executive Councillors (EXCO) Meeting - July 2014
- vii. Letter of Intent - August 2014
- viii. Letter of Award - September 2014
- ix. Signing of Agreement - October 2014
- x. Maintenance and Operation - October 2014

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3. DETAILS OF INFORMATION TO BE PREPARED BY BIDDER

The Bidder is requested to submit complete information on its proposal (“**Proposal**”) to maintain, conserve, preserve and manage the Suffolk House. The Proposal shall follow the layout below:

3.1 General Information

This section of the proposal shall contain an executive summary comprising an overview of the Bidder and project(s) implemented.

The Bidder is also requested to submit complete information on the Company’s Profile (as per **Appendix D**) which includes aspects listed below:

- i. Company Name;
- ii. Company Registration No.;
- iii. Year of Incorporation;
- iv. Nature of Main Business;
- v. Location of Head Office and Branch Offices;
- vi. Telephone No., Fax No. and E-mail Address;
- vii. Capital Structure;
- viii. Type of Organization;
- ix. Board of Directors;
- x. Top Management Information; and
- xi. Number of employees.

The Bidder is also expected to submit a copy of its registration certificate from Companies Commission of Malaysia (SSM). The Bidder must provide audited accounts for the past three years, a list of projects carried out or undertaken and the company’s credentials.

3.2 Corporate Capability

3.2.1 Bidder's Experiences

The Bidder must have a minimum of fifteen (15) years experience in operating fine dining restaurants within heritage buildings and must presently be operating a restaurant (or more) within a heritage building in Penang. Knowledge of the local market is essential as a means of ascertaining the credibility of the Bidder.

The Bidder must identify its consultants, contractors, suppliers, operators and financiers to be engaged for the proposed Project. The Bidder must submit a Project Management Brief for the operation and management of the Project including a summary of the key management functions to be performed and positions to be filled. The Project Management Brief shall include the Project Maintenance and Operation Schedule. Documents showing a commitment or intention to participate in the Project must be identified and included in the proposal. A Letter of Understanding or signed contract reflecting a commitment to the Project should be included, if any.

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3.3 Operational Capability

This section must be completed in sufficient detail and contain sufficient information to show convincingly that the Bidder and its contractors, suppliers and operators have the technical capability, experience and expertise (either directly or through the use of other parties) to maintain, conserve, preserve and manage heritage properties, and that the concerns of CMI regarding their qualification for the Project have been addressed.

At the minimum, the exhibit should include:

- i. Resumes of key personnel who will be associated with the Project;
and
- ii. List of projects (together with costing) developed and operated by the Bidder or its partners.

3.4 Financial Capability

This section must be completed in detail and contain sufficient information to show convincingly that the Bidder and its partners have the capability, experience and expertise to finance, maintain and manage the proposed Project, and that all concerns of CMI regarding their qualifications for the Project are satisfied.

Convincing evidence that the Bidder has strong credit backing (minimum paid up capital of RM300,000.00), and that the Bidder can directly or successfully arrange financing for the Project, or arrange the required security on completion and performance, shall be provided to CMI.

3.5 Heritage Tourism and Marketing Strategies

It is the State Government's vision that Suffolk House be maintained in its glorious state as a unique and prestigious heritage tourism experience.

Hence, the Bidder is expected to have a clear plan for marketing and industry engagement that will attract both recreational and cultural tourists to Suffolk House and Penang. The site shall cater for both categories of tourists as well as serve as a cultural heritage and educational resource for the people of Penang.

The Bidder must maintain a minimum of three (3) rooms as heritage interpretation spaces that capture the historical period of the building. Other than that, the Bidder will manage and maintain Suffolk House to a standard agreed to by the Penang State Government and approved by Badan Warisan Heritage Services Sdn. Bhd.

3.6 Benefits to State Government of Penang

The Bidder must provide details of benefits to Penang including employment, engagement of local contractors, suppliers and monetary returns to the State Government.

The reserve price is RM12,000.00 per month for the lease payment for the first 5 years with an option to renew for a subsequent period of 5 + 5 years (with an increase in lease payment up to a minimum of 20% for every 5 years).

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4. HERITAGE SITE MANAGEMENT AND CONSULTANCY

The state has appointed Badan Warisan Heritage Services Sdn. Bhd. as the conservation and maintenance consultants of Suffolk House and the Bidder is required to work with Badan Warisan Heritage Services Sdn. Bhd. for all the works that are to be carried out at Suffolk House. All recommendations by Badan Warisan Heritage Services Sdn. Bhd. shall be incorporated into the maintenance programme.

The consultant fees agreed to between the Successful Bidder and Badan Warisan Heritage Services Sdn. Bhd. shall be borne by the Bidder. After a Letter of Intent is given to the Successful Bidder an agreement shall be signed between Badan Warisan Heritage Services Sdn. Bhd. and the Bidder before the Letter of Award is issued.

The Successful Bidder shall be fully responsible for all repairs and maintenance, including painting and upkeep of the internal and external buildings as well as the grounds of the property and is also expected to allocate a minimum of RM300,000.00 per year for such repairs, maintenance and upkeep of Suffolk House and must engage Badan Warisan Heritage Services Sdn. Bhd. as the conservation consultants to oversee the said works. Suffolk House is offered on a “as is where is” basis and the Successful Bidder shall undertake immediate works to restore to good condition to the satisfaction of the State Government.

The Successful Bidder must keep all documents related to costs incurred as proof for CMI's monitoring and records. This is also to show the commitment of the Successful Bidder to protect Suffolk House as a State Heritage Building.

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5. TERMS AND CONDITIONS

- 5.1** The Bidder is invited to submit its Proposal(s) according to the requirements contained in **Section 3** of this document. Failure to provide all the information / documents specified may result in rejection of the proposal or be given a lower rating.
- 5.2** The Bidder shall bear all costs associated with the preparation and submission of its proposal which must be delivered on or before **12.00 noon, 30 May 2014**.
- 5.3** The Bidder is required to submit RM300.00 (Ringgit Malaysia Three Hundred Only) by way of bankers cheque / postal order as a processing fee to the Bendahari Negeri Pulau Pinang when submitting the Proposal. Personal cheques and company cheques are not acceptable. This amount is not refundable unless CMI decides to cancel the Project.
- 5.4** **One (1) softcopy** in the form of CD or DVD and **one (1) hardcopy** of the proposal must be submitted to the following address:
- The Secretariat
Chief Minister of Penang Incorporated
Level 47, KOMTAR
10503 Penang
Malaysia.
- 5.5** Proposals received after the closing date and time specified in item 5.2 above will **not** be entertained.

- 5.6** Submissions shall be placed in a sealed envelope, clearly marked at the top-right-hand-corner of the parcel as “**Management And Operation Of Suffolk House A Government Reserve Land, PT 61, Section 3, North East District, George Town, Penang, Malaysia**”.
- 5.7** All Proposals shall be in English and not to be in any other language.
- 5.8** All Proposals must be typed on A4 paper (8.27” x 11.69”). Each section shall begin on a new page and be appropriately tabbed. Each page shall be numbered in sequence and shall include the Bidder's identification.
- 5.9** The Proposal must be signed by an official who is authorised to act on behalf of the organisation that is submitting the proposal (as per **Appendix E**).
- 5.10** The Bidder is required to sign the Integrity Pact Declaration Form as per **Appendices F1 and F2** and to understand the ‘Clause on Prevention on Corruption in Government Procurement Documents’ as per **Appendix G**.
- 5.11** Any suggestions for additional features or alternatives, within the general framework specified are welcome.
- 5.12** Companies participating in this exercise may either submit Proposals on their own or in collaboration with others. However, the role and responsibility of each company must be clearly stated.
- 5.13** No amendments shall be made to the Proposal after its submission.

- 5.14** CMI has the absolute discretion to accept or reject the submitted proposal and is not obligated in any way to award the Project to the person(s) and or company/(ies) submitting the proposal. CMI is not required to provide any reason whatsoever.
- 5.15** After the issuance of the RFP, information relating to the contents, examination, evaluation and comparison of proposals and recommendations concerning the award of contract shall not be disclosed to the respondent or other persons not officially concerned with the process.
- 5.16** All submissions shall be valid for six (6) months from the closing date of this invitation but CMI reserves the right to extend the validity period by another three (3) months by giving notice to the respondents.
- 5.17** Only shortlisted and/or successful company/(ies) responding to this RFP will be notified of their status and will be required to make a representation of their proposal. There will be no notification of status of the award to unsuccessful company/(ies).
- 5.18** CMI is not obliged to inform or provide details of the selection process to either successful or unsuccessful Bidders.
- 5.19** The Successful Bidder shall be required to enter into a formal agreement with the State Government. The State Government owns the right to identify which state authority / agency to be assigned as a party or representative for the agreement signing purposes.
- 5.20** Failure of the Successful Bidder to comply with the stipulated requirement shall constitute sufficient grounds for the annulment of the award.

- 5.21** The Successful Bidder shall furnish CMI within fourteen (14) days from the date of agreement signing an amount equivalent to three (3) months rental deposit and the maintenance bond of 5% in the form of a Bank Guarantee to an amount equal to RM75,000.00 issued by a licensed bank operating in Malaysia and the figure should always be maintained throughout the lease period.
- 5.22** The Bank Guarantee shall be kept valid from the date of issue to the date not earlier than three (3) months after the expiry of the lease period. In the event that the Successful Bidder fails to complete the lease period, the Bank Guarantee shall be forfeited. The Bank Guarantee shall also be forfeited if the Successful Bidder withdraws its Proposal during the validity period or any extension thereof.
- 5.23** CMI at all times reserves the right to alter from time to time the specifications and descriptions mentioned in this RFP and respondents must conform to the altered specifications and descriptions. In the event of any amendments to this RFP, all respondents will be notified accordingly.
- 5.24** It shall be agreed and understood that in the event that the negotiations fail and the contract is not signed, there shall be no course of action against CMI, nor shall it be possible for the Bidder and/or any party/entity associated with the Bidder to pursue a course of action against CMI for any action howsoever arising.
- 5.25** Whilst care is taken to ensure that the facts and information contained in this RFP are correct at the time it is presented, CMI hereby makes no representation as to the accuracy and adequacy of such facts and information contained in the RFP. CMI shall not be liable for any inaccuracy or inadequacy of such facts and information.

LIST OF TECHNICAL AGENCIES CONTACT DETAILS

NO	NAME & ADDRESS	TEL & FAX	WEB SITE
1.	State Financial Office Level 23, KOMTAR 10990 Penang Malaysia.	Tel: 604-2623505 / 2623512 Fax: 604-2630725	http://jkn.penang.gov.my/
2.	Local Government Unit Penang State Secretariat Office Level 56, KOMTAR 10503 Penang Malaysia.	Tel: 604-6505374 / 6505379 Fax: 604-2616402	http://penang.gov.my/
3.	Penang Public Works Department Level 18 & 19, KOMTAR 10000 Penang Malaysia.	Tel: 604-2616263 Fax: 604-2614707	http://ppinang.jkr.gov.my/
4.	Heritage Department Penang Island Municipal Council Level 4, KOMTAR 10675 Penang Malaysia.	Tel: 604-2592259 Fax: 604-2611921	http://www.mppp.gov.my/
5.	George Town World Heritage Incorporated 116 & 118, Lebuh Aceh 10200 Penang Malaysia.	Tel: 604-2616606 Fax: 604-2616605	http://www.gtwhi.com.my/

NO	NAME & ADDRESS	TEL & FAX	WEB SITE
6.	Penang Global Tourism (State Tourism Bureau) 8B, 1st Floor The Whiteaways Arcade Lebuhr Pantai 10300 Penang Malaysia.	Tel: 604-264 3456 Fax: 604-264 3455	http://www.mypenang.gov.my/
7.	Urban Service, Public Health, and Licensing Department Penang Island Municipal Council Level 4, KOMTAR 10675 Penang Malaysia.	Tel: 604-2592189 Fax: 604-2626942	http://www.mppp.gov.my/

**PROJECT SITE FOR MAINTENANCE AND MANAGEMENT OF SUFFOLK HOUSE
AT PT 61, SECTION 3, NORTH EAST DISTRICT, GEORGE TOWN,
PENANG, MALAYSIA**



CMI SECRETARIAT

1. Name : Mdm. Hafidzah Binti Hassan
Designation : Deputy Director (Macro)
Penang State Economic Planning Unit
Tel : 04-2613696 / 012-4852522
Fax : 04-2611897
Email : hafidzah_hassan@penang.gov.my

2. Name : Mdm. Bharathi d/o Suppiah
Designation : Manager
Penang State Secretary Incorporated
Tel : 04-6505554 / 016-4751602
Fax : 04-2619935
Email : bharathi@penang.gov.my

3. Name : Mdm. Siti Hajar Binti Abdul Rahim
Designation : Assistant Manager CMI (Investment)
Tel : 04-6505711 / 019-4784991
Fax : 04-2619935
Email : sitihajarabulrahim@penang.gov.my

4. Name : Mdm. Norwardah Binti Ali
Designation : Assistant Manager SSI (Tourism)
Tel : 04-6505679 / 019-4557653
Fax : 04-2619935
Email : norwardah@penang.gov.my

COMPANY PROFILE FORM

1. **Company Name :** _____

2. **Company Registration No. :** _____

3. **Year of Incorporation :** _____

4. **Nature of Main Business :** _____

5. **Office Location**

5.1 **Head Office Address :** _____

5.2 **Branch(es) Address : (i)** _____

(ii) _____

6. **Contact No.**

6.1 **Telephone No. :** _____

6.2 **Fax No. :** _____

6.3 **E-mail Address :** _____

7. Company Capital Structure (Fill in applicable area only)

7.1 Sole Proprietorship / Partnership: RM _____

7.2 Private Limited / Public Limited :

a. Authorised Capital : RM _____

b. Paid Up Capital : RM _____

8. Type of Organization

8.1 Sole Proprietorship :

a. Owner Name : _____

b. NRIC No. : _____

8.2 Partnership :

Name of Partner	NRIC No.	Percentage of Ownership

(Please use additional paper if necessary)

8.3 Private Limited / Public Limited :

Name of Shareholder(s)	NRIC No.	Percentage of Shareholding

(Please use additional paper if necessary)

9. List of Board of Director(s)

Name of Director	NRIC No.

(Please use additional paper if necessary)

10. Top Management Information

Name	Position	Date Joined

(Please use additional paper if necessary)

11. Number of Employees

11.1 Local : _____

11.2 Foreign : _____

DECLARATION

To the best of my knowledge I declare that the information given in the proposal is correct.

Signature : _____
Name : _____
Designation : _____
Date : _____
Company Stamp : _____

Signature of Witness : _____
Name : _____
Designation : _____
Date : _____



INTEGRITY PACT DECLARATION FORM

**BIDDER'S DECLARATION FORM
FOR**

**REQUEST FOR PROPOSAL (RFP) FOR MAINTENANCE AND MANAGEMENT OF
SUFFOLK HOUSE AT PT 61, SECTION 3, NORTH EAST DISTRICT,
GEORGE TOWN, PENANG, MALAYSIA**

I, (**Name of Company Representative**)
NRIC No. representing
(**Name of Company**) with registration number
(**MOF/PKK/CIDB/ROS/ROC/ROB**) hereby declare that I, or any individual(s)
representing this company, shall not offer or give bribes to any individual(s) in
Chief Minister of Penang Incorporated (CMI) or any other individual(s), as an
inducement to be selected in the aforementioned RFP. I attach herewith a Letter of
Authorisation which empowers me, as a representative of the aforementioned company,
to make this declaration.

2. If I, or any individual(s) representing this company, is offering or giving any bribes
to any individual(s) in **CMI** or any other individual(s) as an inducement to be selected in
the aforementioned RFP, I hereby agree, as a representative of the aforementioned
company, for the following actions to be taken:

- 2.1 Revocation of the contract offer for the aforementioned RFP; or
- 2.2 Termination of the contract for the aforementioned RFP; and
- 2.3 Other disciplinary actions according to the Government Procurement
Rules and regulations currently in force.

3. In the event where there is any individual(s) who attempts to solicitate any bribe
from me or any individual(s) related to this company as an inducement to be selected
for the aforementioned RFP, I hereby pledge to immediately report such act(s) to the
Malaysian Anti-Corruption Commission (MACC)'s office or at the nearest police station.

Sincerely,

..... (Signature)
(Name and NRIC No.)

Company Stamp:



INTEGRITY PACT DECLARATION FORM
SUCCESSFUL BIDDER'S DECLARATION FORM
FOR

**REQUEST FOR PROPOSAL (RFP) FOR MAINTENANCE AND MANAGEMENT OF
SUFFOLK HOUSE AT PT 61, SECTION 3, NORTH EAST DISTRICT,
GEORGE TOWN, PENANG, MALAYSIA**

I, (**Name of Company Representative**)
NRIC No. representing
(**Name of Company**) with registration number
(**MOF/PKK/CIDB/ROS/ROC/ROB**) hereby declare that I, or any individual(s)
representing this company, shall not offer or give bribes to any individual(s) in
Chief Minister of Penang Incorporated (CMI) or any other individual(s), as
gratification for being selected in the aforementioned RFP. I attach herewith a Letter of
Authorisation which empowers me, as the representative of the aforementioned
company, to make this declaration.

2. If I, or any individual(s) representing this company, is offering or giving bribes to
any individual(s) in **CMI** or any other individual(s) as gratification for being selected in
the aforementioned RFP, I hereby agree, as a representative of the aforementioned
company, for the following actions to be taken:

- 2.1 Revocation of the contract offer for the aforementioned RFP; or
- 2.2 Termination of the contract for the aforementioned RFP; and
- 2.3 Other disciplinary actions according to the Government Procurement
Rules and regulations in force.

3. In the event where there is any individual(s) who attempts to solicitate any bribe
from me or any individual(s) related to this company as gratification for being selected
for the aforementioned RFP, I hereby pledge to immediately report such act(s) to the
Malaysian Anti-Corruption Commission (MACC)'s office or at the nearest police station.

Sincerely,

..... (Signature)
(Name and NRIC No.)

Company Stamp:

**CLAUSE ON PREVENTION ON CORRUPTION IN GOVERNMENT
PROCUREMENT DOCUMENTS**

**"CLAUSE ON PREVENTION ON CORRUPTION IN GOVERNMENT
PROCUREMENT DOCUMENTS"**

Termination on Corruption, Unlawful or Illegal Activities

(a) Without prejudice to any other rights of the Government, if the [Company/Firm], its personnel, servants or employees is convicted by a court of law for corruption or unlawful or illegal activities in relation to this [Agreement/Contract] or any other agreement that the [Company/Firm] may have with the Government, the Government shall be entitled to terminate this [Agreement/Contract] at any time, by giving immediate written notice to that effect to the [Company/Firm].

(b) Upon such termination, the Government shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Government arising from such termination.

(c) For the avoidance of doubt, the Parties hereby agree that the [Company/Firm] shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this [Agreement/Contract].