IIUM MEDICAL SPECIALIST CENTRE
Member of International Islamic University Malaysia

TENDER DOCUMENT

APPOINTMENT OF A VENDOR FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW CHILLER UNIT FOR OPERATING THEATRE (OT), AS WELL AS THE DISMANTLING ONE (1) UNIT EXISTING CHILLER AT IIUM MEDICAL SPECIALIST CENTRE SDN. BHD.

TENDER REFERENCE	:	**IMSC/PD/T/2026 (03)**
DATE OPEN	:	**9 SEPTEMBER 2026**
DATE CLOSE	:	**9 OCTOBER 2026**
TIME CLOSE	:	**3.00 PM**
SITE VISIT/BRIEFING	:	**1 OCTOBER 2026**
SUBMISSION METHOD	:	**TENDER BOX**

IMPORTANT NOTICE:

- Tender submissions must be sealed and clearly marked:
  "APPOINTMENT OF A VENDOR FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW CHILLER UNIT FOR OPERATIONG THEATRE (OT), AS WELL AS THE DISMANTLING ONE (1) UNIT EXISTING CHILLER AT IIUM MEDICAL SPECIALIST CENTRE SDN BHD"
  together with the **Tender Reference No.: IMSC/PD/T/2026 (03)** on the top left corner of the envelope.
- Late submissions or tenders not placed in the tender box by the closing date and time will **not be considered**.
- IIUM Medical Specialist Centre Sdn. Bhd. reserves the right to accept or reject any tender, wholly or in part, and is not bound to accept the lowest or any offer.

Official Use Only

Received By :
Date and Time Received:
Signature and Stamp :

INSTRUCTION TO TENDERERS

1. Documents

1.1 The Tenderer shall be fully responsible for ensuring that all documents received are complete. If there are any discrepancies or deficiencies in the documents as identified by the Tenderer, it shall be the Tenderer's responsibility to refer to the Procurement Department for clarification or rectification of such discrepancies.

1.2 The tenderer is required to submit the following documents:

1.2.1 TECHNICAL SECTIONS

i. Technical Checklist (Appendix C1).
ii. General Conditions (Appendix A).
iii. Declaration of Interest by Vendor (Appendix B).
iv. Technical Specification Schedule – Chiller System (Form 1).
v. Tenderer's Experience Project Schedule – Chiller Works (Form 2).
vi. Copy of the **Companies Commission of Malaysia (SSM)** Certificate downloaded from the SSM e-Info Portal (complete with business information).
vii. *Relevant Certificate **(Compulsory)**:*
- *CIDB Registration.*
- *Suruhanjaya Tenaga License (if applicable).*
- *Manufacturer Authorization Letter.*
- *Safety Certification (DOSH compliance if required)*

viii. Latest **3-Month Bank Statement.**
ix. Latest **3-Year Audited Financial Statements** (for Sdn. Bhd. companies).
x. Latest **3-Year Management Accounts** – Profit and Loss & Balance Sheet (for Enterprise companies).

1.2.2 FINANCIAL SECTION

i. Financial Checklist (Appendix C2).
ii. Price Schedule – Chiller Supply & Installation (Form 3)
iii. Approval Letter from the **Royal Malaysian Customs Department** (for companies registered under SST/CBP).

1.3 Failure of the Tenderer to submit any of the documents listed above may result in the Tender being rejected and not considered for evaluation.

1.4 The return document shall be arranged according to the order stated in Appendices C1 and C2. Appendix C1 and Appendix C2 shall be attached in loose-leaf format only.

1.5 Completion of Documents:

i. Do not use erasable ink, erasers, or correction fluid. Any correction shall be made by drawing a single clean line through the error and initialed by the Tenderer. No amendment to this document will be accepted unless signed by the Tenderer.
ii. All forms under Clauses 1.2.1 and 1.2.2 must be completed with **true and accurate information**. All fields must be clearly filled. If additional pages are required, they may be attached and each additional page must be **signed and stamped** by the Tenderer.
iii. The Tenderer shall also complete the **Technical Checklist (Appendix C1)** and the **Financial Checklist (Appendix C2)**. These documents will serve as verification and evidence that all mandatory documents have been submitted.

1.6 Submission of Documents:

i. Documents under **Clauses 1.2.1** and **1.2.2** must be separated into **TWO (2) sealed envelopes**, as follows:
- **TECHNICAL SECTION – ENVELOPE A.**
- **FINANCIAL SECTION – ENVELOPE B.**

ii. The tender documents must be submitted in a **sealed envelope**, with the **bottom left corner** of the envelope clearly marked with the following word:

Envelope A

APPOINTMENT OF A VENDOR FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW CHILLER UNIT FOR OPERATING THEATRE (OT), AS WELL AS THE DISMANTLING ONE (1) UNIT EXISTING CHILLER AT IIUM MEDICAL SPECIALIST CENTRE SDN. BHD.

Reference: IMSC/PD/T/2026 (03)

Envelope B

APPOINTMENT OF A VENDOR FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW CHILLER UNIT FOR OPERATING THEATRE (OT), AS WELL AS THE DISMANTLING ONE (1) UNIT EXISTING CHILLER AT IIUM MEDICAL SPECIALIST CENTRE SDN. BHD.

Reference: IMSC/PD/T/2026 (03)

iii. Tender documents must be submitted by hand into the tender box at the address below before the closing date and time:

IIUM MEDICAL SPECIALIST SDN BHD
Kulliyyah of Medicine
International Islamic University Malaysia
Jalan Sultan Haji Ahmad Shah
Bandar Indera Mahkota
25200 Kuantan, Pahang

iv. IIUM Medical Specialist Centre Sdn. Bhd. (IMSC) shall not be held responsible for any loss of Tender documents sent by post, nor shall it bear any costs incurred by the Tenderer in the preparation or submission of this Tender document.

2. Tender Decision

2.1 IMSC reserves the right to reject any Tender that is incomplete, unclear, or non-compliant with the given instructions.

2.2 IMSC is not bound to accept the lowest or any Tender submitted and is under no obligation to provide reasons for the rejection of any Tender. IMSC will not entertain any correspondence or appeal from unsuccessful Tenders, as the decision of IMSC regarding this Tender shall be final.

APPENDIX A

GENERAL CONDITIONS

1. PRICES
   1.1 The prices offered in this Tender shall be **fixed and not subject to change** after the Tender closing date, and shall remain valid throughout the tender validity period.
   1.2 If the Tenderer fails to state a price for any item in the Price Schedule, it shall be deemed that the cost for that item is **included in the prices of other items** in the document.
   1.3 The successful Tenderer awarded this contract shall comply with all stipulated conditions throughout the contract period, and **no price variation shall be permitted** during the term of the contract.
   1.4 The prices must include equipment supply, delivery, installation, testing & commissioning, training (if required) and warranty & maintenance.

2. TECHNICAL VALIDITY PERIOD
   The Tender shall remain valid for a period of **one hundred and twenty (120) days** from the closing date for tender submission.

3. TECHNICAL INFORMATION
   3.1 Service of Work
      i. Supply and install new chiller system for OT.
      ii. Integration with existing HVAC system.
      iii. Testing & commissioning.
      iv. Provide as-built drawings
   3.2 Technical Requirements
      i. Energy-efficient system
      ii. Low noise operation (suitable for OT environment)
      iii. Redundancy/backup system (if required)
      iv. Compliance with hospital HVAC standards
   3.3 Documentation
      i. System design & layout
      ii. Equipment specifications
      iii. Operation & maintenance manual
      iv. Preventive maintenance schedule
   3.4 Previous Experience
      The Tenderer shall have a minimum of **three (3) years' relevant experience** in hospital HVAC/chiller installation.

   3.5 Safety & Compliance comply with:
      i. Ministry of Health Malaysia guidelines
      ii. DOSH requirements

4. PAYMENT
   4.1 Basis of Payment
      i. 30 days upon invoice submission
      ii. Milestone-based payment (optional)
         - Delivery
         - Installation
         - Commissioning
5. NOTES
      i. Warranty required
      ii. After-sales service support required
      iii. Emergency response time must be stated

6. REMINDER ON CORRUPTION OFFENCES
   6.1 Tenderers are reminded not to engage in any criminal acts of corruption related to the procurement of works. The reminders are as follows:
      i. Any act or attempt of corruption involving the offering or giving, requesting or receiving of any bribe in relation to this procurement constitutes a criminal offence under the **Malaysian Anti-Corruption Commission Act 2009 (Act 694)**.
      ii. Any tenderer who makes a payment claim related to this procurement even though no work has been carried out, no goods have been supplied according to the specified requirements, or no services have been rendered**,** and any officer who certifies such a claim, is committing an offence under the Malaysian Anti-Corruption Commission Act 2009 (Act 694).

The above terms and conditions from Clauses 1 to 5 have been read, and I/we, the undersigned company, agree to all of them.

		Company Official Stamp :
Tenderer's Signature	:	
Full Name	:	
IC. No	:	
Date	:	
Phone No.	:	
Position	:	

APPENDIX B

VENDOR DECLARATION OF INTEREST BY VENDOR

APPOINTMENT OF A VENDOR FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW CHILLER UNIT FOR OPERATING THEATRE (OT), AS WELL AS THE DISMANTLING ONE (1) UNIT EXISTING CHILLER AT IIUM MEDICAL SPECIALIST CENTRE SDN. BHD.

Reference: IMSC/PD/T/2026 (03)

I, the undersigned, hereby confirm the following: (Please tick √ the statement that applies)	
	I, my family members, my associates, and this company have no financial interest in IIUM Medical Specialist Centre Sdn. Bhd. (IMSC), either directly or indirectly.
	The shareholders/directors/staff holding key management functions in our company and their close family members* have no relationship with any IMSC staff, including Senior Management Staff.
	The shareholders/directors/staff holding key management functions in this company have a relationship with certain IMSC staff and/or their close family members*, including Senior Management Staff, by virtue of close family ties. Detailed information is provided below.

No	Name	Relationship with Tenderer	Relationship with IMSC Staff

Instruction: Please attach additional sheets if the space above is insufficient.

*** Close Family Members** refer to spouses, children and their spouses, parents, parents-in-law, siblings, their spouses, and their children.

****Senior Management Staff** is defined as members of the **Board of Directors** and equivalent positions, as well as **Department Directors/Heads.**

I hereby declare that I have carefully read and personally completed this form and that the information provided is true, current, and accurate to the best of my knowledge.

I further undertake to comply with the policies of IIUM Medical Specialist Centre Sdn. Bhd. (IMSC) and acknowledge that this tender process is confidential. I shall not discuss or disclose any information related to this tender exercise to any third party.

Company Official Stamp:

Tenderer's Signature :

Full Name :

IC. No :

Date :

FORM 1

TECHNICAL SPECIFICATION SCHEDULE
APPOINTMENT OF A VENDOR FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW CHILLER UNIT FOR OPERATING THEATRE (OT), AS WELL AS THE DISMANTLING ONE (1) UNIT EXISTING CHILLER AT IIUM MEDICAL SPECIALIST CENTRE SDN. BHD.
Reference: IMSC/PD/T/2026 (03)

INSTRUCTIONS:

1. If the Tenderer offers better or additional specifications, please specify the **DETAILS OF SPECIFICATIONS** in the Tenderer's Comment section. If there is nothing to declare, please write "NOT APPLICABLE".
2. Attach additional pages with initials and the company's official stamp if the space in the *Tenderer's Comment* column is insufficient.

TO SUPPLY, DELIVER AND REPLACE NEW HIGH EFFIECIENCY AIR COOLED CHILLER

ITEM	SPECIFICATION	QTY	VENDOR REMARKS
1.	**PRELIMINARY & MOBILIZATION** Mobilization of qualifiied and experienced staff to do site survey, installation, testing and commisioning works with relevant tools.	1 Lot	
a)	Full complicane with all applicable statutory regulations, occupational Safety and Health (OSH) requirements, housekeeping standards and IIUM Medical Specialist Centre (IMSC) security requirements throughout the execution of the works.	1 Lot	
2.1	**TECHNICAL REQUIREMENT** Supply, deliver, install, test and commision of the chiller system which comprise of the following :		
a)	Supply 1 unit of 70RT chiller c/w vibration isolators.	1 Unit	Capacity Offer : Power Input :
b)	Supply Y – Strainer complete with all necessary fitting, gaskets and accessories	1 Set	
c)	Supply Chilled Water Pump 4Kw electric motor, Including all necessary mechanical fittings, accessories, support and connections for proper system operation.	2 Units	
2.2	Air Handling Unit (AHU) system upgrading works involve the replacement of obsolate components, enhancement of operational efficiency, improvement of control system, testing and Commisioning. Heat Recovery Wheel complete with motor drive system, including all necessary accessroies and electrical wiring.	1 sets	

Company Official Stamp :

Tenderer's Signature :
Full Name :
IC. No :
Date :
H/phone No :
Position :

FORM 2

TENDERER EXPERIENCE SCHEDULE

APPOINTMENT OF A VENDOR FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW CHILLER UNIT FOR OPERATING THEATRE (OT), AS WELL AS THE DISMANTLING ONE (1) UNIT EXISTING CHILLER AT IIUM MEDICAL SPECIALIST CENTRE SDN. BHD.

Reference: IMSC/PD/T/2026 (03)

Instructions:

1. Provide details of the Tenderer's relevant experience in the supply, delivery, installation, testing and commissioning of chiller systems, including the dismantling and replacement of existing chiller units.
2. Attach supporting documents (e.g., project completion certificates, purchase orders, or letters of award) for verification.

NO	NAME OF PROJECT/HOSPITAL	SCOPE OF WORK	CONTRACT VALUE	YEAR OF COMPLETION	CONTRACT PERSON & TEL NO (CLIENT)

TENDERER'S BACKGROUND

APPOINTMENT OF A VENDOR FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW CHILLER UNIT FOR OPERATING THEATRE (OT), AS WELL AS THE DISMANTLING ONE (1) UNIT EXISTING CHILLER AT IIUM MEDICAL SPECIALIST CENTRE SDN. BHD.

Reference: IMSC/PD/T/2026 (03)

1. COMPANY INFORMATION

1.1 Company Registration No : _____

1.2 Office Address : _____

_____

_____

1.3 Telephone No : _____

1.4 Email Address : _____

1.5 Company Website : _____

1.6 Board of Directors : _____

_____

_____

_____

1.7 **FINANCIAL DATA**

1.8 Name and Address of Bank where Account is Maintained: _____

_____

_____

2.3 Bank Account No : _____

2. The above information is hereby certified to be true and correct.

Company Official Stamp:

Tenderer's Signature

Full Name :

IC No :

Date :

H/Phone No :

Position :

FORM 3

SCHEDULE OF PRICE SUMMARY

APPOINTMENT OF A VENDOR FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW CHILLER UNIT FOR OPERATING THEATRE (OT), AS WELL AS THE DISMANTLING ONE (1) UNIT EXISTING CHILLER AT IIUM MEDICAL SPECIALIST CENTRE SDN. BHD.

Reference: IMSC/PD/T/2026 (02)

NO	DESCRIPTION	QTY	TOTAL PRICE (MYR)
1	**PRELIMINARY & MOBILIZATION** Mobilization of qualified and experienced staff to do site survey, installation, testing and commissioning works with relevant tools.	1 Lot	
a)	Full compliance with all applicable statutory regulations, occupational Safety and Health (OSH) requirements, housekeeping standards and IIUM Medical Specialist Centre (IMSC) security requirements throughout the execution of the works.	1 Lot	
b)	**TECHNICAL REQUIREMENT** Supply, deliver, install, test and commission of the chiller system which comprise of the following:		
c)	Supply 1 unit of 70RT chiller c/w vibration isolators.	1 Unit	
d)	Supply Y – Strainer complete with all necessary fitting, gaskets and accessories	1 Set	
e)	Supply Chilled Water Pump 4Kw electric motor, Including all necessary mechanical fittings, accessories, support and connections for proper system operation.	2 Units	
f)	Air Handling Unit (AHU) system upgrading works involve the replacement of obsolete components, enhancement of operational efficiency, improvement of control system, testing and Commissioning. Heat Recovery Wheel complete with motor drive system, including all necessary accessories and electrical wiring.	1 Sets	
2	Delivery		
3	Installation		
4	Testing & Commissioning		
6	TOTAL PRICE		
6	SST %		
7	**TOTAL PRICE WITH SST %**		

**** Please also provide official quotation with company letterhead.**

**** Please advise Lead Time in the quotation**

IMPORTANCE NOTE
1. Tenderers are encouraged to provide detailed technical specifications, product catalogues, and brochures for the proposed chiller system. 2. Price must include supply, delivery, installation, testing, commissioning and all related works, including necessary equipment, materials and manpower. 3. Prices quoted shall remain **valid for a minimum of 120 days** from the closing date of tender. 4. Payment terms: • Payment within 30 days upon submission of invoice • Milestone-based payment (as per agreed both parties) – - Delivery - Installation - Commissioning • Invoice must include delivery note, installation completion report, and testing & commissioning report. 5. IMSC reserve the right to hold payment for delays in delivery, failure to meet specifications or unsatisfactory performance. 6. All equipment supplied must be brand new, comply with the specified technical requirements and meet relevant safety regulatory standard. 7. Tenderers are required to attached the company's official quotation together with the tender submission.

Company Official Stamp:

Authorized Signature :

Full Name :

Date :

IC No :

H/Phone No :

Position :

SCHEDULE AFTER WARRANTY SERVICE

BIL	DESCRIPTION	YEARS									
		1	2	3	4	5	6	7	8	9	10
1	Model Offer (Please State Below) Preventive Maintenance Non-Comprehensive - 2 x per year - Exclude part replacement										
	TOTAL PRICE (RM)										
2	Preventive Maintenance Full-Comprehensive - 2 x per year - Include spareparts and replacement										
	TOTAL PRICE (RM)										

APPENDIX C1

TECHNICAL CHECKLIST

APPOINTMENT OF A VENDOR FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW CHILLER UNIT FOR OPERATING THEATRE (OT), AS WELL AS THE DISMANTLING ONE (1) UNIT EXISTING CHILLER AT IIUM MEDICAL SPECIALIST CENTRE SDN. BHD.

Reference: IMSC/PD/T/2026 (03)

INSTRUCTION:

1. Tick ☑ for each document enclosed and arrange them according to the sequence listed in this checklist.

2. Ensure this checklist is **completely filled in** and **attached at the front** of the submission document in **loose-leaf format**.
3. All documents and this checklist must be placed inside **Envelope A**.

NO	ITEM/DOCUMENT	BY TENDERER	BY TENDER OPENING COMMINTEE	REMARKS
1	Appendix A: Complete General Terms & Conditions duly signed	☐	☐	
2	Appendix B: Declaration of Interest by Vendor, duly signed	☐	☐	
3	Form 1 Tenderer's Specification Schedule (Chiller System)	☐	☐	
4	Form 2: Tenderer Experience Schedule (HVAC/Chiller Projects)	☐	☐	
5	Form 3: Schedule of Price Summary	☐	☐	
6	CIDB Registration Certificate (relevant grade & category)	☐	☐	
7	Suruhanjaya Tenaga License (if applicable)	☐	☐	
8	Warranty Letter minimum 5 years spare parts availability	☐	☐	
9	Technical Proposal (System Design, Layout & Method Statement)	☐	☐	
10	Proposed Chiller Specifications/Product Catalogue/Brochure	☐	☐	
11	Company Profile	☐	☐	
12	Latest 3-Month Bank Statement	☐	☐	
13	Latest 3-Year Audited Financial Statement (for Sdn. Bhd. companies)	☐	☐	
14	**3-**Year Management Account (for Enterprise companies)	☐	☐	
15	Copy of SSM Registration Certificate downloaded from SSM e--Info Portal	☐	☐	
16	Past Project Supporting Documents (LOA/Completion Certificates)	☐	☐	
17	Proposed Maintenance & Warranty Plan	☐	☐	

I hereby confirm that I have read and understood all the terms and conditions stated in the Tender Document **IMSC/PD/T/2026 (03)**. All information submitted herein is true and accurate.

Company Official Stamp and Signature :

Full Name :

Designation :

Date :

FOR USE BY THE TENDER OPENING COMMITTEE			
TOTAL NUMBER OF DOCUMENTS:			
OPENED BY :		**SECRETARIAT:**	
Name	:	Name	:
Position	:	Position	:
Services	:	Services	:
Date	:	Date	:
WITNESSED BY:		**VERIFIED BY:**	
Name	:	Name	:
position	:	Position	:
Services	:	Services	:
Date	:	Date	:

APPENDIX C2

FINANCIAL CHECKLIST

APPOINTMENT OF A VENDOR FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW CHILLER UNIT FOR OPERATING THEATRE (OT), AS WELL AS THE DISMANTLING ONE (1) UNIT EXISTING CHILLER AT IIUM MEDICAL SPECIALIST CENTRE SDN. BHD.

Reference: IMSC/PD/T/2026 (03)

INSTRUCTION:

1. Tick [√] the box for documents that are enclosed and arrange them according to the order listed in the checklist below.
2. Ensure that this checklist is fully completed and attached at the front section of the tender document in loose-leaf format.
3. All documents and this checklist must be enclosed in **Envelope B**.

NO	ITEMS	BY TENDERER	BY TENDER OPENING COMMITEE	REMARKS
1	Form 3: Price Schedule	☐	☐	_____
2	Letter of Approval from the Royal Malaysia Customs Department (must be attached if 8% or 6% SST is imposed on IMSC)	☐	☐	_____

I hereby confirm that I have read and understood all the terms and conditions stated in the tender document IMSC/PD/T/2026 (03). All information submitted is true and accurate.

Company Official Stamp :

Tenderer's Signature :

Full Name :

Position :

Date :

FOR USE BY THE TENDER OPENING COMMITTEE

TOTAL DOCUMENTS:

OPENED BY:	**SECRETARIAT:**
Name :	Name :
Position :	Position :
Services :	Services :
Date :	Date :
WITNESSED BY:	**VERIFIED BY:**
Name :	Name :
Position :	Position :
Services :	Services :
Date :	Date :

-YOUR COMPANY LOGO-

Integrity Pledge

We, **(INSERT YOUR COMPANY NAME)** (hereinafter referred to as the "Company") hereby solemnly and sincerely pledge the following:

i. The Company shall fully abide by the nation's laws, rules, procedures and policies on bribery and corruption prevention and abuse of power;

ii. The Company shall abhor and reject all forms of bribery, corruption, and abuse of power, and shall give our full cooperation to the Malaysian Anti-Corruption Commission in preventing bribery, corruption, and abuse of power;

iii. The Company shall not indulge in any form of bribery, corruption, and abuse of power either directly or indirectly, with any party or parties dealing with the Company;

iv. The Company shall take proactive steps to ensure that our employees shall not indulge in any act of bribery, corruption, and abuse of power in any dealings concerning the Company; and

v. The Company shall instantly report any form of bribery, corruption and abuse of power either involving IIUM Holdings Group's directors or employees or the Company's directors or employees via the following channel:

Telephone : 013-2124331
E-mail : speakup@iiumholdings.com.my

For and on behalf of the Company

……..
Name:
Position:
Date:

Witnessed by

……
Name:
Position:
Date:

GENERAL TERMS AND CONDITIONS (2nd Revision: 1st August 2025)

THIS GENERAL TERMS AND CONDITIONS ("GTC") is entered into between IIUM HOLDINGS SDN BHD, its subsidiaries and/or sister companies (including its respective personal representatives, successors and permitted assigns) hereinafter termed "IIUMH", and The Person, Firm or Company (including its personal representatives, successors and permitted assigns) undertaking, supplying and/or providing the goods or services is hereinafter termed as the " Vendor".

1. ACCEPTANCE
Acceptance of this Order must be acknowledged by Vendor. Vendor shall inform IIUMH immediately of any inability to supply any of the items ordered or render services required.

2. CHANGES IN SPECIFICATION
No change to or amendment of the items appearing on this Order or any of its terms or conditions shall be binding upon IIUMH unless expressly agreed to in writing by IIUMH authorised personnel. Vendor shall within a reasonable time notify IIUMH in the event that any goods the subject of this Order are affected by changes in drawings, designs or specifications effective or impending at the time of receipt by Vendor of this Order, but Vendor shall not without the prior written approval of IIUMH authorised personnel incorporate any such changes in this Order.

3. QUANTITY
No quantity over and above that is called for on this Order will be accepted without authority from IIUMH. Freight incurred for items returned will be borne by the Vendor.

4. PRICE
Unless otherwise specified in this Order, all prices shall be regarded as F.O.B. delivery point and inclusive of all dues and charges legally payable by IIUMH. Any taxes, duties or levies payable by IIUMH to Vendor in respect of the goods, the subject of this Order, shall be separately itemised on Vendor's acknowledgement of the Order and subsequently itemised on the Vendor 's invoice. Where exemption of taxes, duties or levies may be applicable, Vendor and IIUMH will endeavour in completing the necessary procedural formalities or providing documentations to support the exemption.

5. CANCELLATION
(i) If Vendor refuses or fails to make delivery of any goods or services per this Order within the time specified herein or any extension thereof agreed to by IIUMH, IIUMH will be entitled to, by written notice to Vendor, cancel this Order without penalty as to any goods undelivered or services not rendered.
(ii) IIUMH reserves the right to cancel this Order or any part thereof effective immediately upon notifications and IIUMH shall not be liable for any consequence thereof.

6. PACKING
All packing shall be at Vendor 's expense unless otherwise agreed to by IIUMH and must be in conformity with IIUMH's instructions. Package containing goods for export must be externally "For Export" and indicate the IIUMH Order Number.

7. DOCUMENTS
The relevant documents shall be forwarded by registered airmail or courier service or hand delivery to the delivery address (Attention to: contact as specified in the Order) immediately after dispatch of goods.

8. INSURANCE
The Vendor shall for the term of this GTC be insured to the full extent for any potential liability, loss or damages arising at common law and under any statute relating to property damage and personal injury as may be relevant to the performance of the Vendor 's obligations pursuant to this GTC. The Vendor shall produce evidence on demand to the satisfaction of IIUMH of the insurance affected and maintained in accordance with this clause. Any insurance obtained by Vendor shall be without prejudice to IIUMH' rights under this GTC or at law.

9. INSPECTION AND CERTIFICATION
The goods as per this Order will be subjected to final inspection and acceptance by IIUMH upon their arrival at their destination. The services as per this Order will be subjected to final acceptance by IIUMH upon completion of service. Any goods or services which do not comply with this Order or which contain defective material or workmanship may be rejected by IIUMH irrespective of date of acceptance or payment thereof. IIUMH may, at its option, hold for Vendor's instructions any goods so rejected or may return them to Vendor at Vendor's expense.

10. COMLIANCE WITH LAWS
Vendor agrees to comply with all laws and orders, applicable to the execution of this Order now or hereinafter in force.

11. PATENT PROTECTION
Vendor shall indemnify IIUMH in respect of all proceedings, claims, and liabilities and all expenses and cost incidental thereto by reason of any actual and alleged infringement of any patent arising out of normal use by IIUMH of the goods the subject of this Order provided that the Vendor shall reasonably notify IIUMH in writing of any charge of such infringement and shall furnish to IIUMH all data, papers, records and any other assistance or defence against any such proceedings and claims and provided further that IIUMH shall have the option at any stage of the proceedings to assume conduct or control the defence of any proceedings in respect thereof.

12. CONFIDENTIAL
Except as may be necessary for the purpose of fulfilling this Order, Vendor shall not disclose any information concerning this Order to any third party without first obtaining the written consent from IIUMH.

13. ADVERTISING
The Vendor shall not, without prior consent from IIUMH, advertise or announce that the goods or services of the description mentioned in this Order has been supplied or rendered to IIUMH.

14. PAYMENT
IIUMH shall pay the Charges to the Vendor within the payment terms stated in this Order, from the date of receipt of invoice by IIUMH unless IIUMH disputes any part thereto. For prompt payment, the Vendor shall issue invoices and forward the original one (1) copy of invoice to IIUMH billing address. IIUMH shall not be held liable for late payment if the Vendor fails to comply with the invoicing requirements

15. ACKNOWLEDGEMENT
Acknowledgement of this Order shall be made within 3 working days after acceptance of the Order. Upon acknowledgement, the Vendor is deemed to have agreed with the GTC of this Order.

16. FAILURE TO SUPPLY
IIUMH shall make alternative procurement of items not delivered by the Vendor and charge the difference in the price of the procured, plus 10% administrative charges on the difference and also transportation cost in connection with such alternative procurement to the Vendor, or a minimum of RM 50.00 whichever is higher for each purchase.

17. DELIVERY
Delivery schedules as stated in the Order are subject to changes by IIUMH.

18. WARRANTY
All goods that fail within the warranty period shall be replaced by Vendor. Freight incurred to and from Vendor 's facilities for items returned due to discrepancies or warranty will be borne by Vendor. In the case of the overhauled components that fail within the said period, IIUMH shall have the option of having the same overhauled again by the Vendor at no extra charge, or to claim from the Vendor the costs incurred should the failed component be sent to a third party to be overhauled.

19. SET OFF
IIUMH will be entitled to set off any undisputed payment obligation of the Vendor to IIUMH under this GTC, against any undisputed payment obligation of IIUMH to pay the Vendor under this GTC. IIUMH will be entitled to set off any disputed invoice payable to the Vendor or any part thereof against any undisputed payment obligation of IIUMH to the Vendor under this GTC. Any exercise by IIUMH of its rights under this Clause 20 will be without prejudice to any other rights or remedies available to IIUMH under this GTC.

20. INDEMNITY
The Vendor shall fully indemnify, save and hold harmless, and defend, at its own expense, IIUMH, its officials, agents, servants and employees from and against all suits, claims, demands, litigation and liability of any nature or kind, including the costs, expenses and legal fees, arising out of acts or omissions of the Vendor, or the Vendor 's employees, officers, agents or sub-contractors, under statute or common law, in the performance of this GTC. This provision shall extend inter-alia to claims and liabilities in the nature of workmen's compensation, product liability and liability arising out of the infringement or alleged infringement of any patented inventions or devices, copyright material or other intellectual property by the Vendor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause shall survive the termination or expiration of this GTC.

21. LIMITATION OF LIABILITY
The total liability of the Vendor under this GTC shall not exceed the total Charges as provided in the letter of award or purchase order. Neither party is liable to the other for any consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused which directly or indirectly arises under this GTC.

GENERAL TERMS AND CONDITIONS

22. TERMINATION
IIUMH is entitled to terminate this GTC or Order or any part of it immediately by notice in writing if the Vendor is insolvent or the Vendor is in breach of any term of this GTC or Order and such breach which can be remedied, is not remedied within thirty (30) days of notification by IIUMH. Termination shall be without prejudice to any rights or liabilities arising prior to termination, including any right of set-off. Notwithstanding any other term in this GTC, IIUMH reserves the right to terminate this GTC or Order in whole or in part by providing the Vendor thirty (30) days written notice. In such an instance, IIUMH shall pay the Vendor for all work done or services rendered at the point of termination.

23. RECORDS AND AUDITS
IIUMH reserves the right to audit the Vendor and/or their authorised representatives' operations and processes relating to the Services and/or supply of Goods provided advance notice is given to the Vendor. Vendor shall maintain complete and accurate records of all charges incurred by IIUMH under this GTC, in accordance with generally accepted accounting principles. IIUMH shall have the right to inspect Vendor 's records and to retain copies thereof.

24. INTELLECTUAL PROPERTY
All copyrights and other intellectual property rights existing prior to the effective date of this GTC will belong to the party that owned such rights immediately prior to such effective date. Neither party will gain by virtue of this GTC any rights of ownership of copyrights, patents, trade secrets, trademarks, or other intellectual property rights owned by the other. The Vendor agrees that rights to any Intellectual Property rights developed or customized for IIUMH in the course of performing the Services ("Foreground IP") shall immediately be vested in and remain vested in IIUMH. In the event that the development or customisation is the result of a joint venture by the Vendor and IIUMH, then the Intellectual Property rights shall be jointly owned by the Vendor and IIUMH. The Vendor warrants that no components of the Products infringe the industrial or intellectual property rights of any third party. The indemnity referred to in Clause 21 hereof shall be granted whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination. IIUMH shall notify the Vendor as soon as practicable of any infringement, suspected infringement or alleged infringement of the intellectual or industrial property rights of any person.

25. SAFETY AND SECURITY
The Vendor shall take full responsibility for the safety of the Services carried out at IIUMH's site under this Order in accordance with the provisions of any law, order, regulation, ordinance, directive or standards applicable to such Services now or hereinafter in force.

26. ASSIGNMENT
No rights or interest in this GTC shall be assigned by Vendor without the written permission of IIUMH. No delegation for the performance of Services or other obligations of Vendor shall be made without written permission of IIUMH including the hiring of subcontractors to perform any part of the Services.

27. WAIVER
(i) No rights under this GTC shall be deemed waived except by notice in writing.
(ii) A waiver by IIUMH pursuant to the Clause 28(i) above will not prejudice its rights in respect of any subsequent breach of this GTC by the Vendor.
(iii) Subject to Clause 28(i) above, any failure by IIUMH to enforce any provision of this GTC or any forbearance, delay or indulgence granted by IIUMH to the Vendor, shall not be construed as a waiver of IIUMH's rights under this Order and vice versa

28. FORCE MAJEURE
(i) Neither Party to this Order shall be excused from fulfilling its obligations under this GTC except if and to the extent that such fulfilment is hindered by any unforeseeable circumstance beyond the control of the parties, which results in a party being unable to observe or perform on time an obligation under this GTC, such circumstances will include but not be limited to acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster; acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and strikes or labour disputes (except strikes or labour disputes originating from the Vendor, its agents, sub-contractors or Vendor) ("Force Majeure").

(ii) In the event of a Force Majeure situation which hinders IIUMH or the Vendor from discharging their respective obligations under this GTC, the Party claiming to be affected thereby shall promptly notify the other Party by giving full particulars thereof and shall use its best endeavours to remedy the situation and the Parties shall consult each other on the appropriate measures to be taken.

(iii) The performance of any obligation suspended while Force Majeure is operative shall be resumed as soon as such Force Majeure event ceases. Any loss, damage or delays in, or failure of performance by either Party shall not constitute default hereunder or give rise to any claims for damages or loss of anticipated profits, if and to the extent that such loss, damage, delay or failure is caused by Force Majeure.

(iv) In the event that Force Majeure circumstances occur which substantially affect the performance of this GTC and such circumstances have continued for a period of fourteen (14) days from the date of notice served pursuant to Clause 29 (ii) above, IIUMH may terminate at any time this Order at any time by giving written notice to the Vendor.

29. TIME IS OF THE ESSENCE
Time is of the essence in performance hereunder and a significant and material term hereof.

30. GOVERNING LAW
This Order shall in all respect, include all matters of construction, validity and performance be governed by, construed and enforced exclusively in accordance with the laws of Malaysia. The parties shall submit to the exclusive jurisdiction of the Malaysian courts.

31. INCONSISTENCY
If there is any inconsistency between any of the provisions in this GTC and the provisions of any other documents agreed to by IIUMH in respect of this Order including but not limited to any letter of award, statement or scope of work ("SOW") and Schedule I in the letter of award shall supersede followed by the SOW, Schedule I and finally, this GTC.

32. PRIVACY
If for any reason IIUMH is permitted access to personal data or is supplied with or otherwise, provided with personal data by Vendor during provision of the Services and/or supply of Goods then the collection and use of such personal data shall be in accordance with IIUMH Privacy Policy which can be viewed or obtained from www.malaysiaairlines.com. The Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data does and will comply with all applicable privacy and data protection laws, as well as all other applicable regulations and directives.

APPLICABLE FOR MECHANICAL & ELECTRICAL PARTS:

33. MODIFICATIONS
Changes in Part Number of Components resulting from modifications should be indicated in the delivery documents. All modifications costs are to be shown separately on the invoice.

Copies of bulletins, drawings, specifications, are to accompany the modified components, when modifications are not identified on Order.

34. BEYOND ECONOMICAL REPAIR
For repair/overhaul/rectification, if the cost exceeds 65% of a new unit, prior approval must be obtained from IIUMH authorised personnel before commencing work.

35. DISPOSAL INSTRUCTIONS
All components found beyond economical repair are to be referred to IIUMH for disposal instructions.

IIUM MEDICAL SPECIALIST CENTRE
Member of International Islamic University Malaysia

SUPPLIER REGISTRATION FORM

COMPANY INFORMATION			
Company Name			
Business Address			
Registered Address			
Telephone No		Fax No	
Email Address			
Company website address			

TYPE OF BUSINESS *(Tick ✓where applicable)*	
Sole proprietorship	
Partnership	
Limited Liability Partnership (LLP)	
Private Limited Company (Sdn. Bhd.)	
Public Limited Company (Berhad)	

CERTIFICATION / LICENSES	
Suruhanjaya Syarikat Malaysia (SSM) Registration No.	
Business Expiry Date (If Applicable)	
Tax Registration No. (if any)	
Ministry of Finance (MOF) Registration No.	
CIDB Registration (PPK) No.	
Others, please specify	

CONTACT PERSON DETAILS	
Contact Name 1	
Designation in Company	
Email Address	
Contact No.	
Contact Name 2	
Designation in Company	
Email Address	
Contact No.	

SHARE CAPITAL (IF APPLICABLE)	
Paid Up Capital	

SHAREHOLDERS / MEMBERS (IF APPLICABLE)		
	SHAREHOLDER (S)	% SHAREHOLDINGS
1.		
2.		
3.		

DIRECTORS / OWNER	
1.	
2.	
3.	
4.	

DETAILS OF PRODUCT / SERVICES *(Tick ✓where applicable)*					
Products		Services		Others *Please specify*	
Business Activities / Nature of Business					
Experience in the particular business	Year(s)		Month(s)		

BANKING INFORMATION	
Beneficiary Name	
Bank Name	
Bank Address	
Bank Account Number	
Swift Code	

COMPANY DOCUMENTS (Mandatory)
(Tick ✓where applicable)

		Yes	No
Document Attached	Company Profile via SSM e-Info portal		
	Section 9 or Section 14 (Certificate of Registration issued by SSM)		
	Business Info issued by SSM		
	Copy of Tax Registration (if applicable)		
	Copy of registration with MOF / CIDB / any other related government bodies certification (If applicable)		
	Company / Business Portfolio including: - • Overall experience in a number of a project(s). • Overall experience values of a project(s). • Product or service offered. • Number of manpower/staff.		
	Audited Financial Statements for two (2) consecutive years.		

DECLARATION

I/we, the undersigned _____;

Certify that the information disclosed above in this document is correct.

_____
Signature

Date:
Designation: