



APPENDIX 1

TENDERER'S COMPLIANCE TO MIMOS' INSTRUCTIONS TO BIDDER

TENDERER'S COMPLIANCE TO MIMOS' INSTRUCTIONS TO BIDDERS

Tenderer must specify their statement of compliance to the following instructions to bidder and submit these complete forms with the tenderer's bid proposal/quotation

ITEM NOS.	MIMOS' INSTRUCTIONS TO BIDDER	PLEASE TICK IF TENDERER COMPLY (SEE 'NOTE' BELOW)	TENDERER'S REMARK (INCLUDING DETAILS OR REASONS IF TENDERER DOES NOT COMPLY)	MIMOS' ASSESSMENT
1.0	General			
1.1	This is an invitation to tender for the purchase of Wafer Fabrication Tools (hereinafter refer to as "Write-Off items") located at Technology Park Malaysia (TPM), Kuala Lumpur.			
1.2	The vendor to sell the write-off items is MIMOS Berhad (Company No. : 336183-4), hereinafter refer to "MIMOS".			
1.3	Subject: -			
1.4	Disposal of Wafer Fabrication Tools as Scrap Material based on "As-Is-Where-Is-Basis".			
	Particular of Items : - Wafer Fabrication Tools			
	Note :- For details on the said Wafer Fabrication Tools tenderer is required to view the write-off items at the abovementioned address. Tenderer is required to attend the site visit as specified in the Tender Advertisement.			

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<p>2.0</p> <p>2.1</p> <p>2.2</p> <p>2.3</p>	<p>Terms & Conditions of Sale</p> <p>Tenderer is required to purchase the write-off items based on "As-Is-Where-Is-Basis". The successful tenderer shall bear all costs and shall be responsible for the necessary arrangements for collection and handover the write-off items at the designated location.</p> <p>The tender closing date and time for tenderer to submit their quotation to purchase the tendered items is on/before March 19, 2012 at 12:00 noon. Please refer to the cover letter of this tender document for details and guidelines for submission of tenderer's quotation.</p> <p>If a tender proposal is accepted, the successful tenderer shall purchase the write-off items subject to the following terms & conditions:</p> <p>(i) It is deemed that the tenderer has viewed the said write-off items and shall purchase the same on "As-Is-Where-Is-Basis" and shall not reject the same for any reason whatsoever. Every expressed or implied warranty or condition, statutory or otherwise, is hereby excluded.</p> <p>(ii) Physical quantities, fitness and conditions of the write-off items are the best estimates at the time of bid invitation. MIMOS do not guarantee the accuracy of the quantities, fitness and conditions at the time of actual sale.</p>			

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2.3 (Cont.)	<p>(iii) Payment from successful tenderer for the write-off items shall be made ten percent (10%) upon agreement and this amount paid is non-returnable should the successful tenderer cancel the agreement. The ninety percent (90%) balance shall be paid in full prior to the collection and handover of the write-off items.</p> <p>(iv) MIMOS agree to sell the write-off items to the successful tenderer subject to the Terms & Conditions specified herein.</p> <p>(v) MIMOS specifically disclaim any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected to the write-off items.</p> <p>(vi) MIMOS shall not be responsible for any injury, accident or consequence in using the write-off items.</p> <p>(vii) The successful tenderer shall take utmost safety precautions at all times while viewing, checking and inspection the write-off items at the designated office premises.</p> <p>(viii) The successful tenderer shall not or permit to be done to the demised facilities and premises anything which will or may infringe any of the laws, bylaws or regulations in force or which may be a nuisance or annoyance to or in any way interfere with the quite and comfort of the occupants within the premises and/or the neighbouring premises.</p>			

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2.3 (Cont.)	<p>(ix) The successful tenderer shall be ready for collection and handover of the purchased write-off items within one (1) week from the date of payment. Alternatively, if not so collected, MIMOS may, at its discretion (but is not obliged) to deliver to the successful tenderer's premise at the tenderer's expenses.</p> <p>(x) Collection and handover of the write-off items shall only be permitted after all payments have been made. The successful tenderer shall sign a "Release Note" (refer to Appendix 4) to indemnify and hold MIMOS harmless against all actions, processing, costs, charges, claims taxes and duties and demands whatsoever arising out of tenderer's fault, omission, negligence or lack of due diligence during removal of the items which being sold, if any and without any conditions or warranty, express or implied as to the quality, fitness and condition for purpose required or otherwise.</p> <p>(xi) Foreign tenderers are required to comply with the relevant exchange control formalities.</p> <p>(xii) These Terms & Conditions shall be governed by and construed in accordance with the laws of Malaysia.</p> <p>(xiii) These Terms & Conditions are subject to change by MIMOS without any prior notification.</p> <p>(xiv) MIMOS' decision is final and no correspondence will be entertained.</p>			

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3.0	<p><u>Terms & Conditions of Tender</u></p> <p>(i) It is not compulsory for tenderer to quote for all items. Tenderer is given the option to quote only for item(s) they wish to tender.</p> <p>(ii) Tenderer is required to complete Appendix 1,2,3,5 and 6 and submit them together with tenderer's quotation. Please refer to the cover letter of this tender document for details and guidelines for submission of tenderer's quotation.</p> <p>(iii) Tenderer's quotation must be accompanied with a tender deposit with a value amounting to ten percent (10%) of the tenderer's price in a separate Bankers' Order/Draft in favour of MIMOS Berhad, refundable if unsuccessful. However, the tender deposit will be forfeited if the successful tenderer withdraws the tender. Tenderer's bid proposal submitted without the required tender deposit shall be disqualified and shall not be considered. The aforesaid deposit shall form part of the purchase price in the event that the tenderer is successful. Refer to Appendix 3 for the Banker's Cheque/order/Draft form.</p> <p>(iv) The successful tenderer shall bear all costs including applicable custom duties (if any), lifting, transporting and handover the write-off items from the designated location not later than one (1) week from the date of acceptance of the tenderer's offer or payment is made.</p> <p>(v) Either party shall be entitled to terminate the offer/acceptance subject to fourteen (14) days prior written notice to the other party. The termination of the offer acceptance shall not affect the rights or obligations of either party regarding any binding offer or firm obligation approved and agreed to by either party prior to the termination date.</p>			

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3.0 (Cont.)	<p>(v) The validity of the tenderer's price shall be extended to sixty (60) days from the date of the tender closing date.</p> <p>(vi) All costs for the preparation and submission of tenderer's bid proposal shall be at the tenderer's account, irrespective of whether an award is placed or not.</p> <p>(vii) MIMOS reserves its absolute right to suspend or cancel, before or after the tender closing date, this tender in whole or part without specifying any reason for its decision. MIMOS will be under no obligation whatsoever to make compensation or any other payment to tenderer or its prospective sub-vendors in connection with such suspension or cancellation.</p> <p>(viii) MIMOS reserves its absolute right to reject any or all proposals without giving any reason for doing so and may accept a proposal either part or in whole at MIMOS' sole discretion</p> <p>(ix) Tenderer shall agree to treat this tender document as confidential and shall not release to any third party, other than to sub-vendors or other parties directly assisting in the preparation of the proposals, any information relating to this tender exercise. Tender is also required to enter into a similar undertaking with its sub-vendors, in regards to the above.</p>			

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