



**APPLICATION FORM FOR LAND LEASING
MALAYSIA RAPID TRANSIT CORPORATION SDN BHD ("MRTC")**

Please fill in the information as required in every section.

Land Leasing Information

Lot No.	
Location	<input type="checkbox"/> KG Line <input type="checkbox"/> PY Line
Proposed Monthly Rent	RM
Proposed Rental Period	
Proposed Usage / Purpose	

Applicant Information

Company Registered Name	
Company Registration No.	
Company Registered Address	
Nature of Business of Registered Company	
Years in Operation	
Company Paid-up Capital <small>(As reflected in SSM) (Minimum of RM20,000)</small>	

Please submit complete documents listed here. All documents are mandatory.

Submission Checklist

No.	Items	Tick (/)
a)	Application to Rent Form	<input type="checkbox"/>
b)	*SSM Company's Incorporation Certificate	<input type="checkbox"/>
c)	*SSM Company Profile (ROC)	<input type="checkbox"/>
d)	*SSM Business Profile (ROB)	<input type="checkbox"/>
e)	*SSM Financial Comparison for a period of 3 years	<input type="checkbox"/>
f)	*Bank Statements (Most recent 6 months to date)	<input type="checkbox"/>
g)	*Latest Year Audited Account	<input type="checkbox"/>
h)	Company Profile & Business Plan	<input type="checkbox"/>

Note: Documents marked with (*) must be certified as true copies by the Applicant's Company Director or (if applicable) Company Secretary as true copies of the same and stamped with the Applicant's official rubber stamp. Documents submitted if certified by a Commissioner for Oaths are not acceptable.

Compliance and Declaration Form

Non-Disclosure

We hereby agree not to disclose, utilize and/or provide any information whatsoever duly provided by MRTC except to the extent insofar necessary towards the preparation of the Application document entitled “**Application Form for Land Leasing Along Mass Rapid Transit Alignment for MRTC**”. We hereby agree not to make any announcements and/or release any information whatsoever relating to this Application to any corporate body, press and/or public at any time and for whatsoever purpose unless a prior written approval has been furnished by MRTC for such particular purpose. We shall ensure that the terms and conditions of this Agreement are fully complied with by all employees, agents, sub-consultants, engineers and /or other relevant third parties whom we may be in contact with MRTC’s confidential information for the purpose of preparation of the proposal submission. We agree that the terms and conditions of this Agreement shall survive whether or not our proposal for the “**Application Form for Land Leasing Along Mass Rapid Transit Alignment for MRTC**”.

Conflict of Interest and Relationship Disclosure

Note: All Applicants shall make a declaration in the event any members of the family are employed by MRTC to ensure that the said employee abstains from participating, deliberating and or have any form of involvement in the decision making of this Application.

I hereby declare that no member of my family is employed by MRTC

I hereby declare that the following employee(s) of MRTC is a family member of the following director/shareholder/management staff of [name of organization]

No	Name of Staff	Department/ Division	Position	Related to [name of the director/ shareholder / management]	Organisation
1					
2					
3					

Note: A member of the family means spouse, parent, child, including adopted child and stepchild, brother, sister, in-laws and spouse of his child, brother or sister, cousin, aunt, uncle etc.

Declaration of Non-Collusion

1. We hereby declare that this is a bona fide Proposal intended to be competitive and that we have not fixed or adjusted the amount of the Proposal by or under or in accordance with any agreement or arrangement with any other person.
2. We further declare that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Proposal any of the following acts: -
 - i. Communication with a person other than the person calling for those Proposal the amount or the approximate amount of the Proposal except where the disclosure in the confidence of the approximate amount of the proposal was necessary to obtain any quotations required for the preparation of the Proposal;
 - ii. Enter into any agreement or arrangement with any other person that he/she shall refrain from proposing or as to the amount of any Proposal to be submitted;
 - iii. Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this Application.
3. We take note that any reference to the word ‘person’ includes any persons and anybody or association corporate or otherwise and the words ‘any agreement or arrangement’ includes any such transaction formal or informal and whether legally binding or not.
4. We also declare that the principles described above have been or will be brought to the attention of all agents, suppliers and associated companies providing services or materials connected with this Application and any Licence/ Tenancy Agreement entered into will be made on the basis of compliance with the above principles.
5. We confirm that any breach of the conditions of this non-collusive declaration may inevitably lead to the rescission of the Licence/ Tenancy Agreement by MRTC.

Applicant's No Conflict Declaration

In consideration of MRTC agreeing to accept this agreement towards fulfilling the condition before our fee proposal ("**Proposal**"), to which this agreement is attached, can be considered by MRTC, we the undersigned Applicant hereby agree as follows:

1. The Applicant declares, represents, warrants, covenants, undertakes and agrees to or with MRTC that (i) the Applicant has not made or offered or permitted to make or offer and (ii) none of the persons associated with the Applicant, has made or offered or permitted to make or offer, with respect to the matters that are described in the Application Form for Land Leasing Along Mass Rapid Transit Alignment for MRTC ("**Application**") and the Proposal:
 - (a) any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage to a third party where such payment or advantage would violate applicable laws;
 - (b) any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage to a third party that is based or calculated on any capital employed, cost incurred, cash flow, revenue, or profit earned or estimated to be earned or generated by the Applicant if the Applicant were appointed by MRTC to perform the services described in the Application and/or the Proposal; or
 - (c) any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage, whether directly or through intermediaries, to or for the use of any person, while knowing or being aware of a high probability that any such money or thing of value will be offered, paid, given or promised, directly or indirectly, to any public official including any person holding a legislative, administrative or judicial office, exercising a public function for a public agency, a public enterprise or a public international organisation (collectively "**Officials**"), for the purposes of influencing any act or decision of such Officials in their official capacity, or inducing such Officials to use their influence in obtaining or retaining business for or with, or directing business to the Applicant or any person associated with the Applicant.
2. The Applicant agrees that any offer of bribe or other inducements to any individual, corporation, partnership, joint venture, trust, unincorporated organisation or governmental entity by the Applicant or any person associated with the Applicant may result in a termination of the contract arising from MRTC accepting the Fee Quote ("**Contract**") without any compensation or a claim for damages for such termination.
3. The Applicant acknowledges that:
 - (a) any act described in this agreement may be a criminal offence under the Malaysian Anti-Corruption Commission Act 2009 ("**MACCA**");
 - (b) any failure to lodge a report for such acts at the Malaysian Anti-Corruption Commission ("**MACC**") or police station may be an offence under the MACCA;
 - (c) any sub-contractor or supplier or consultant who makes a claim for payment in relation to any act although no works have been carried out or no goods were supplied may commit an offence under the MACCA; and
 - (d) disciplinary action against the Applicant's personnel and any of the persons associated with the Applicant and blacklisting of any applicant, tenderer, supplier or the Applicant may be taken if any of the parties are involved with any act of corruption under the MACCA.
4. The Applicant will and also procure each of the persons associated with the Applicant will:
 - (a) not later than the date of the Contract, implement and maintain an appropriate legal compliance programme with respect to the MACCA and other laws prohibiting the bribery of Officials, including but not limited to procedures that would afford a defence described in subsection 17A(4) of the MACCA; and
 - (b) forthwith lodge a report at the nearest MACC or police station if we or, as the case may be, a person associated with the Applicant becomes aware of the occurrence of any event under this paragraph committed by any affiliates of the Applicant or the personnel of the said affiliates in relation to the project described in the Application.
5. The Applicant will indemnify and keep indemnified MRTC from and against all actions, suits, claims, demands, proceedings, losses, damages, penalties, fines, compensation, costs (including legal cost on a solicitor and client basis), charges and expenses whatsoever to which MRTC may be or become liable in respect of or arising from any and all non-compliance, breach or default of the terms and conditions of this agreement, including but not limited to offences committed or deemed to be committed by MRTC and/or officers of MRTC under the MACCA which is caused by, arises from or is otherwise attributable to the acts and omissions of the Applicant and/or person associated with the Applicant.
6. MRTC may terminate the employment of the Applicant under the Contract if there is any default, breach or non-compliance by the Applicant of the terms and conditions of this agreement.
7. The Applicant acknowledges that MRTC and its subsidiaries (collectively, the "**MRT Group**") have adopted the following policies, guidelines and procedures which are available within the MRT Group website www.mymrt.com.my. The following policies, guidelines and procedures as well as other policies, guidelines and procedures related to anti-bribery, anti-corruption and ethical or proper conduct as may be uploaded onto the website www.mymrt.com.my from time to time (collectively called "**the said Policies**") may be amended, supplemented, varied or replaced from time to time.
 - (a) Anti-Fraud and Corruption Policy;
 - (b) No Gift Policy; and
 - (c) Whistleblower Policy.
8. The Applicant:

- (a) will regularly and diligently familiarise itself and procure that persons associated with the Applicant are regularly and diligently familiarised with the said Policies, including all amendments, supplements, variations or replacements thereof from time to time;
 - (b) will not do anything or omit to do anything (and will procure persons associated with the Applicant not to do anything or omit to do anything) that will cause any employee, servant or officer of the MRT Group to be in breach, default or non-compliance of the said Policies.
9. For the purposes of this agreement, a person associated with the Applicant shall have the meaning ascribed to that phrase in subsection 17A(6) of the MACCA.

Consent and Authorisation Disclosure of Credit Information (CTOS)

We hereby irrevocably consent and authorize **MRTC and its subsidiaries** to carry out, checks or searches all and any credit, financial, legal, risk and company information/data including but not limited to details of the directors and shareholders of the Company ("Purpose") as may be disclosed for this registration exercise, or otherwise obtained from the Companies Commission of Malaysia, Insolvency Department or any other bodies including but not limited to any credit reporting agencies or any source as MRTC and its subsidiaries deem appropriate. The Company hereby confirms and undertakes to MRTC and its subsidiaries and that it has duly obtained all consents from its employees, directors and shareholders for the Purpose as stated above.

Compliance to The Terms of Reference

We hereby affirm that we have read and understood each and every Articles, Clauses, Tables, Figures, Schedules and/or Drawings of the Licensor's Requirements in the Application and any/all schedule thereto. We accept in its entirety the Terms of Reference and the Licensor's Requirements as written, EXCEPT for the deviations from and/or exceptions to the Licensor's Requirements as listed below or in an attachment hereto. For each deviation or exception, the Applicant shall clearly state its reason and shall further state and demonstrate any/all alternative provisions. EXCEPT as specifically stated below and/or in any attachments hereto, the Applicant accepts without exception or deviation all provisions and requirements to the Licensor's Requirements. The Applicant's Statement of Compliance to the Licensor's Requirements and any attachment hereto shall be signed by the Applicant's Authorized Representative and submitted in accordance with relevant requirements specified in the Instructions to the Applicant.

Form of Proposal

We have examined the Application document comprising of Application Guideline, Application Form and other documents forming part of the Application Documents and any addenda thereto for the application of **LAND LEASING ALONG MRT ALIGNMENT FOR MRTC** all of which are attached to this Form of Proposal. We offer to fulfil all the obligations and responsibilities with regards to the Leased Land in conformity with this Application and agree with the payments to MRTC as stated in this Application To Rent Form.

1. We irrevocably confirm and agree that: -
 - a) Upon acceptance of this Application by MRTC, we shall be contractually obliged to execute and deliver to MRTC the terms of agreement for the Leased Land in accordance with the provisions of the Application and the Licence/ Tenancy Agreement.
 - b) Notwithstanding such acceptance, if we fail to oblige to MRTC with the terms and conditions provided in the attachments thereto referred to in Paragraph 2 of this duly signed Form of Proposal when so requested by MRTC, then MRTC may at any time terminate its acceptance of this Application or any other contract otherwise in force between us (the Applicant and MRTC) and forfeit the Bond presented by the Applicant by giving written notice to us (the Applicant) and we shall have no claim whatsoever against MRTC for any loss, costs, damages, expenses (including loss of profit) howsoever arising thereto.
2. We understand that MRTC is not bound to accept any proposal with the highest Licence/ Rent Fee. We undertake to hold all information relating to the Leased Land and this Application in strict confidence until such time as we receive MRTC's policy regarding the release of such information and we further undertake that we shall then comply with such policy.
3. This Application shall remain valid and open for acceptance by MRTC up to and including the day which is one hundred and eighty (180) days (and any extension thereof) after the due date for submission of Application, after which, unless accepted by MRTC on or before that date or extended in writing by us, it will be deemed withdrawn.
4. We declare that at the time of the submission of the proposal, all information provided herein is true and valid.
5. We confirm that at the time of submission of this Application, the acceptance of any proposal submitted by us to others, or due to be submitted by us to others, will not in any way affect our ability to carry out our obligations as the licensee/ tenant for the Leased Land.

Legal Compliance & Declaration

1.0(a) Insolvency, Winding Up and Bankruptcy

The Applicant is required to provide information on any insolvency, winding up or bankruptcy proceeding(s) initiated against the Applicant. Please include any steps taken towards voluntary winding-up or insolvency, striking out, voluntary arrangement, judicial management or similar arrangements.

Table 1 - Insolvency, Winding-Up and Bankruptcy

Item	Year	Name of Petitioner(s) / Applicant(s)	Details	Status
1				
2				

***Please indicate “Not applicable” or “N/A” if no information is to be provided. Do not leave any blank space**

1.0(b) Historical Contract Non-Performance

The Applicant is required to provide information on any historical contract non-performance including but not limited to any termination of contract by the employer, blacklisting by any authority or the employer. for this calendar year and the last seven (7) years ("last 7 years") and those that are currently under execution.

Table 2 - Historical Contract Non-Performance

Item	Year	Name of Employer ¹ / Authorities ²	Details	Status
1				
2				

***Please indicate “Not applicable” or “N/A” if no information is to be provided. Do not leave any blank space**

Note 1: "employer" includes a contractor (of any tier) who has employed the Applicant as his sub-contractor.

Note 2: "authority" shall mean (i) federal, state or local legislature or government, (ii) any ministry, department, instrumentality, agency, authority, judicial body or commission of any such federal, state or local legislature or government, or (iii) any court or tribunal, having jurisdiction over any of MRTC, the Applicant, the Project, Works, Services or land public transportation in Malaysia.

2. Disputes

2.0(a) Contract Dispute

The Applicant is required to provide information on any litigation, suit, arbitration, adjudication and other proceedings resulting from construction, services, supply and/or works contracts where relevant) whose works have been completed during the last 7 years and also those works that are currently under execution.

Table 3 - Contract Dispute

Item	Year	Counter-Party(s)	Cause of Proceedings ¹	Final Contract Amount (RM) ²	Disputed Amount (RM) ³	Status	Impact on Applicant ⁴
1							
2							

***Please indicate “Not applicable” or “N/A” if no information is to be provided. Do not leave any blank space**

Note 1: information provided must indicate whether the Applicant is the plaintiff, defendant, third party, claimant, respondent, applicant, appellant, etc.; the nature of the dispute and the type of proceedings (adjudication, arbitration, court suit, etc.)

Note 2: if the final accounts have yet to be determined, then insert the mutually agreed contract amount (i.e., awarded amount and all agreed Variation Orders).

Note 3: the disputed amount must also include, special damages and estimates of the general damages. Any counterclaim shall also be specifically stated.

Note 4: how the result or outcome of any dispute or proceeding (adjudication, arbitration, court suit, etc.) will affect the Applicant's ability to pay its debts and/or ability to supply, goods and/or services under the Application.

2.0(b) Other Disputes (civil and criminal)

Table 4 - Other Disputes (civil and criminal)

Item	Date	Counter-Party(s)	Cause of Proceedings ¹	Disputed Amount (RM) ²	Status	Impact on Applicant ³
1						
2						

***Please indicate "Not applicable" or "N/A" if no information is to be provided. Do not leave any blank space**

Note 1: information provided must indicate whether the Applicant is the plaintiff, defendant, third party, claimant, respondent, applicant, appellant, etc.; the nature of the dispute and the type of proceedings (adjudication, arbitration, court suit, etc.)

**Note 2: the disputed amount must also include, special damages and estimates of the general damages. Any counterclaim shall also be specifically stated.*

**Note 3: how the result or outcome of any dispute or proceeding (adjudication, arbitration, court suit, etc.) will affect the Applicant's ability to pay its debts and/or ability to supply, goods and/or services under the Application.*

Declaration

We hereby certify that the information set forth above is true and accurate. We hereby cause this agreement to be executed on the date written below.

Applicant's Authorised Representative (Authorised Representative must be either of the following or equivalent to; CEO/Director/Member of Board of Director of the company applied for) (Signature)
Full Name of Authorised Representative	
Designation	
NRIC No. / Passport No.	
Registered Company's Official Stamp	
Email	
Telephone No. (Office)	
Telephone No. (Mobile)	
Company Website	
Date of signing	