



PERBADANAN PRODUKTIVITI MALAYSIA (MALAYSIA PRODUCTIVITY CORPORATION)

Peti Surat 84, Jalan Sultan, 46904 Petaling Jaya, Selangor D.E., Malaysia.
Tel: 03-7955 7266, 7955 7050, 7955 7085, 7955 7172, 7955 7190, 7955 7232, 7955 7341
Fax: 03-7957 8068 (Blok Inovasi) 7955 1824, 7960 6264 (Blok Produktiviti) 7954 0795 (Promosi)
Lorong Produktiviti, Off Jalan Sultan, 46200 Petaling Jaya, Selangor D.E., Malaysia.

<http://www.mpc.gov.my>

(Badan Berkanun di bawah Kementerian Perdagangan Antarabangsa dan Industri - MITI)



1 April 2021

Aloft Kuala Lumpur Sentral
5, Jalan Stesen Sentral, Kuala Lumpur Sentral
50470 Kuala Lumpur

Attn: Ms. Halalia Adriana Auwal
Senior Sales Manager

RE: LETTER OF UNDERTAKING "BENGKEL HANDHOLDING BERSAMA MITI DAN AGENSI BAGI PELAKSANAAN ANUGERAH KECEMERLANGAN INDUSTRI (AKI) 2022

In consideration of Hotel Aloft Kuala Lumpur Sentral agreeing to the terms of payment as set out in the Hiring Agreement we hereby irrevocably and unconditionally agree and undertake to:

- i. be bound by the terms and conditions as set out in the Hiring Agreement; and
- ii. to pay all Hiring Fees within 30 days from date of statement of Final Cost issued by Hotel Aloft Kuala Lumpur Sentral as stipulated in the Hiring Agreement

Kindly forward your invoice/statement of Final Costs for payment to the following addressee and address:

Malaysia Productivity Corporation
Lorong Produktiviti
Jalan Sultan 46200 Petaling Jaya, Selangor
Attn: Ms.Jayaletchumi Krishnan
Manager

Unless stated to the contrary herein, all capitalized terms in this letter of undertaking shall have the same meaning as in the Hiring Agreement.

Should you require further assistance, please do not hesitate to contact the undersigned or Mrs.Jayaletchumi at 016 3945057, email jaya@mpc.gov.my.

Yours sincerely,

For the Hirer


Signature of authorised officer and company
stamp

Jayaletchumi
Name of officer (print)

780507-03-5152
Passport/NRIC

Manager
Designation



TRANSFORMATION • INNOVATION • PARTNERSHIP

(Sila rujuk bilangan surat ini apabila menjawab)



Tactic

BANQUET/CATERING

Aloft Kuala Lumpur Sentral
5, Jalan Stesen Sentral
Kuala Lumpur Sentral
50470 Kuala Lumpur

603 2723 1188 alofthotels.com/kualalumpursentral

Set Menu

Tactic Bento Set

****Please select only 1-item of each course, serving for your group**

Appetizer (Choose either 1)

- Caesar Salad with Herb Crouton *- D1*
- Cous-cous Salad with Dried Fruits and Vegetable
- Panzanella Salad
- Chickpea Masala Salad *D2*

Main Course (Choose either 1)

Chicken

- Cajun Roasted Chicken with Chicken Jus *✓*
- Ayam Masak Merah (Stew Chicken in Tomato and Chili) *D1*
- Chicken Kong Pow *P2.*
- Tandoori Chicken

Beef

- Beef Goulash
- Beef Palembang
- Mongolian Beef
- Beef Korma with Potatoes

Fish/Seafood

- Fish Piccata with Tomato Salsa
- Jade fish with Tomato Beurre Blanc
- Fish Curry with Lady Finger *P1*
- Deep Fried Fish with Chinese BBQ sauce *B1*

Set Menu

Side dish - Starch (Choose either 1)

- Garlic Mash Potatoes
- Tomato Penne
- Rainbow Rice *D2*
- Yong Chow Fried Rice *D2*

Side dish – Vegetable (Choose either 1)

- Vegetable ratatouille
- Stir-fried cabbage with turmeric
- Aloo Gobi *D1*
- Kailan with Salted fish *D2*

Dessert (Choose either 1)

- Rainbow Cake
- Red Velvet
- Chocolate Mud Cake *D1*
- Lemon Cake
- Mix Fruits *D2*

Date: 31-Mar-21



Jayalethumi Krishnan (Manager)
Malaysia Productivity Corporation
Lorong Produktiviti, Jalan Sultan
46200 Petaling Jaya, Selangor

T: 03 - 7951 2440
E: Jaya@mpc.gov.my

Pro-Forma Invoice for Malaysia Productivity Corporation Full Day Meeting on 5 to 6 April 2021
Quote ID : M-LB4SR2A

Events Charges :

No	Description	Numbers	Day/Night	Rates (MYR)	Amount (MYR)
1	All4One - Full Day Meeting	35	2	168.00	11,760.00
				0% of Sales and Services Tax (SST)	0.00
				Total events charges (Nett)	11,760.00

No	Payment	Due Date	Amount (MYR)
1	Letter of Undertaking (LO to be received by 5 April 2021 and full payment to be settled within 30 days upon receiving hotel's Tax Invoice)	1-Apr-21	11,760.00

*This is a pro-forma invoice and not Tax Invoice. SST is not claimable.

**As per the 2020 Stimulus Package announced by the Malaysian Government, please note that the 6% service tax on hotel accommodation and related services will be waived from 1 March to 30 June 2020. Exceptions may apply. Please contact the Hotel team for further details.

Payment may be made via cash, company cheque, credit card or Telegraphic Money Transfer. Should payment be made via cheque, please make it payable to Irlangan Flora Sdn Bhd or if via telegraphic transfer to our bank account as below:-

Beneficiary Name : Irlangan Flora Sdn Bhd
Account Account : 8008088326
Bank Name : CIMB Bank (M) Berhad
Bank Address : Menara CIMB KL Sentral Branch,
Menara CIMB, Jalan Stesen Sentral 2,
Kuala Lumpur Sentral, Kuala Lumpur Malaysia
Swift Code : CIBBMYKL

Approved and Authorized:

I hereby confirm and accept the above offer:

Halalia Adrina
Senior Sales Manager

Copy to : Credit Manager, Aloft KL Sentral

Name:
Company :
Company Stamp



Alotus Kuala Lumpur Sentral
1, Jalan Sultan Sultan
46200 Petaling Jaya
Selangor, Malaysia
E: mpc@mpc.gov.my | W: www.mpc.gov.my
+603 9054 2222

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AGREEMENT

31 March 2021

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement ("Agreement") between Hotel (as defined below), and Account (as defined below).

ACCOUNT : Malaysia Productivity Corporation
CONTACT : Jayaletchumi Krishnan (Manager)
Address : Lorong Produktifiti, Jalan Sultan 46200 Petaling Jaya, Selangor
Phone Number : 03 - 7951 2440
Fax Number : -
E-mail Address : Jaya@mpc.gov.my

HOTEL: Aloft Kuala Lumpur Sentral, owned by Irangan Flora Sdn. Bhd. (Co. Reg. No. 874127-W)
5, Jalan Stesen Sentral, Kuala Lumpur Sentral, 50470 Kuala Lumpur
t. +603 2723 1188
f. +603 2723 1010

NAME OF EVENT : Bengkel Handholding Bersama MITI dan Agensi bagi Persiapan AKI 2022
REFERENCE # : M-LB4SR2A
OFFICIAL PROGRAM DATES : 5 - 6 April 2021

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Account, Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Start Time	End Time	Function Type	Venue	Setup	No. of People
5 - 6 April 2021 (Monday – Tuesday)	0900	1700	Full Day Meeting	Ballroom B, Level 2	Classroom	35

Function Space Assignment

Function rooms are assigned according to the expected attendance and setup. The Hotel reserves the option to assign alternative meeting space suitable for the group's requirements should the expected attendance change, subject to availability and prior arrangement with the Organizer.

Room Rental

Room rental surcharge will be applicable should the guaranteed attendance is less than the minimum requirement.

Pre-Setup & Rehearsal

Early access for pre-setup and/or rehearsal is subject to availability of the function room and room rental charge is applicable.

TACTIC PACKAGES

Special rate All4One at MYR 168.00+ per person per day Includes:

(Minimum-35 persons; social distancing of 1m between guests/tables)

- Stunning pillar-less ballroom (full day of 8 hours)
- Feast In a Box (Individually Packed Lunch)
- Energy Boost: Welcome, morning and afternoon coffee break (Individually Packed)
- Perk You Up: free-flow of Coffee/Tea
- 1 flipchart/white board with assorted markers (additional flipchart at MYR80+/flipchart)
- The Essentials: the tools you need to succeed
- Safe Box
- Hand sanitizer and mask on day one event
- Be Heard: In-house PA System with 1 x complimentary microphone (additional mic units at MYR180+/unit)
- Be Seen: Motorized screen and 1 x built in LCD projector
- Surf the Net all day long

Initials: 

T&C

** The promotions are valid until 30 June 2021

Audio Visual (Optional)

- Lapel / Wireless Microphone at MYR 180.00+ per unit per day
- Conference Microphone at MYR 200.00+ per unit per day
- Extension Cord at MYR 40.00+ per unit per day
- Laser Pointer / Clicker at MYR 180.00+ per unit per day
- HDMI Converter at MYR 180.00+ per unit per day

Currency

All rates quoted is In Ringgit Malaysia (MYR)

Taxes & Levies

All rates quoted are subject to 0% of Sales and Services Tax (SST) and all prevailing Government taxes.

Taxes, levies or charges are subject to change in accordance with the Malaysian Government legislation.

As per the 2020 Stimulus Package announced by the Malaysian Government, please note that the 6% Service Tax and Tourism Tax on hotel accommodation and related services will be waived from 1 March 2020 to 30 June 2021. Exceptions may apply. Please contact the Hotel team for further details

FUNCTION ROOM EXTENSION OF HOURS AND LATE NIGHT SURCHARGE

Account shall be responsible in ensuring that the function room is vacated by the stipulated contracted time. Any extension will be subject to room rental charge. For evening events, an additional charge will be applied for events extending past 12 midnight till maximum 2.00am.

Half Ballroom (A or B) MYR 3,500.00+ per hour

DEPOSIT & MODE OF PAYMENT SCHEDULE

In order to confirm a booking under this Agreement, Customer agrees to the following payment dates and terms:

Payment Type	Amount Due	Due Date
Letter of Undertaking	MYR 11,760.00nett	Thursday, April 01, 2021

1. A Letter of Undertaking from Malaysia Productivity Corporation is required by Thursday, April 01, 2021 and Local Order by Monday, April 05, 2021
2. All outstanding Hotel Charges incurred by the Customer is required to be settled within 30 days upon received of final invoice.
3. All payments by cheque should be addressed to "IRINGAN FLORA SDN BHD".

The Hotel accepts payment in the form of bank draft, telegraphic money transfer or by credit card.

Bank Account Details

Beneficiary Name : IRINGAN FLORA SDN BHD
Account No. : 8008088326
Bank Name : CIMB Bank (M) Berhad
Bank Address : Menara CIMB ,Kuala Lumpur Sentral Branch
Swift Code : CIBBMYKL

Please send a copy of the bank draft or TT by fax to +603 2723 1085 for our file records.

Please note that you are responsible for all bank transaction charges and currency conversion losses.

Initials: SL

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Account wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into the secure online web-site at http://www.sertifi.com/MarriottInternational_SSO Prior to the execution of this Agreement, Account shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Account. This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check. Account agrees that the Hotel may charge to this credit card any payment as required under this Agreement.

FUNCTION CONFIRMATION, ATTRITION AND EARLY DEPARTURE POLICY

The Hotel is TENTATIVELY holding the above blocked function space on behalf of Account. Upon receipt of the signed Agreement and initial deposit, the Hotel will transfer your room block to DEFINITE status.

Attrition

14 Days or less prior to arrival

If Account wish to reduce the known Food, Beverage and Miscellaneous Commitment, a cancellation fee equivalent to one hundred percent (100%) of the total known Food, Beverage and Miscellaneous will be due, plus applicable taxes.

CANCELLATION AND POSTPONEMENT POLICY

14 Days or less prior to arrival

Liquidated damages in the amount of one hundred percent (100%) of the known Food, Beverage and Miscellaneous Commitment will be due, plus applicable taxes.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

Both parties agree that they will comply with all applicable laws and regulations, including, without limitation, health and safety, alcoholic beverage control, disability, anti-corruption, trade sanctions, and anti-terrorism laws. Hotel and Account agree to cooperate with each other to ensure compliance with such laws. Either party may take any and all actions deemed necessary in their sole discretion to ensure its continued compliance with anti-corruption and trade sanctions laws which are applicable to it (or to the Hotel's management company), including, without limitation, immediate termination of this Agreement upon notice and without liability.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Account will not be considered agreed to or binding on the other unless such modifications have been initiated or otherwise approved in writing by the other.

LIQUOR LICENSE

Account understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees. In addition, alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

Initials: M-



PROMOTIONAL MATERIALS AND DELIVERIES

Special pre-arrangements are required to be made with the Sales & Events department before sending or delivering any materials, displays or equipment to the Hotel. Failure to do so may cause delays in delivery; our receiving dock operates from 09:00 to 17:00 hrs Monday to Fridays. Deliveries outside these times need to be pre-arranged.

Handling charges may apply. The Hotel does not accept any liability for equipment, goods, displays or other materials which fail to arrive at the Hotel. The Hotel does not accept liability for losses or damages and the Account is responsible for insuring its good or materials on the Hotel premises.

Storage space availability is limited and is required to be confirmed in advance by the Sales & Events department and subject to a maximum of 3 days keeping.

COMPLIANCE WITH UNITED STATES EQUAL OPPORTUNITY LAWS

This section describes the obligations of Marriott International, Inc (Marriott) as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this Agreement. Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement. Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor, Office of Federal Contract Compliance Programs. The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference. To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

The Hotel is managed by an affiliate of Marriott. The Hotel is committed to complying with its obligations under applicable privacy and data protection laws, including, to the extent applicable, EU data protection laws. The Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual. Account will obtain all necessary rights and permissions prior to providing any personal data to Hotel (for example rooming lists containing names and contact details of attendees), including all rights and permissions required for the Hotel, Marriott, service providers and their respective affiliates to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Marriott's privacy statement and applicable law.

Initials: JK

RIGHTS OF THIRD PARTIES

The parties agree that, except for Marriott International, Inc. and its affiliates, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables and etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Account's needs. If such special setups or extraordinary formats are requested, Hotel will present Account two (2) alternatives: (1) charging Account the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Account requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Account wishes to hire outside vendors to provide any goods or services at Hotel during the Event, including an outside audio/visual provider, the Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance.

PERFORMANCE LICENSES

Account will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Account may use or request to be used at the Hotel.

LICENSE FOR ENTERTAINMENT

Account will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including, without limitation, music, audio, or video recordings, art, etc.) that Account may use or request to be used at the Hotel.

a. Music Rights Malaysia (MRM)

Website: www.mrm.my

Tel: +603 6207 2969

Fax: +603 6207 2994

Email: info@mrm.my

Music Rights Malaysia Berhad (MRM) is a non-profit organisation and the sole Licensing Body designated by the Intellectual Property Corporation of Malaysia (MyIPO), an agency under Ministry of Domestic Trade, Co-operatives and Consumerism to carry out collective music license issuance and fee collection activities in Malaysia effective 1 January 2017 on behalf of three (3) Stake Holders:

- (1) MUSIC AUTHORS' COPYRIGHT PROTECTION BERHAD (MACP)
- (2) PUBLIC PERFORMANCE MALAYSIA SDN BHD (PPM)
- (3) RECORDING PERFORMERS MALAYSIA BERHAD (RPM)

The Hotel shall not in any event be liable for or responsible for any civil or criminal action taken by MRM against the Account should they fail to obtain the said permits before the function.

Initials: W



MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Account has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____
Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number _____

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

ACCEPTANCE

When presented by Hotel to Account, this document is an invitation by Hotel to Account to make an offer. Upon signature by Account, this document will be an offer by Account. Only upon signature of this by all parties with payment from Account will this document constitute a binding agreement. Unless the Hotel otherwise notifies Account at any time prior to Account's execution of this document, the outlined format and dates will be held by Hotel for Account on a first-option basis until Thursday, April 01, 2021. If Account cannot make a commitment prior to that date, this invitation *will be considered null and void*, the arrangements will be released, in which case neither party will have any further obligations.

Initials: 



Upon signature by both parties, Account and Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

Approved and authorized by Hotel:

Name: Halalia Adrina Anuwai

Title: Senior Sales Manager

Date:

Signature:

Approved and authorized by Malaysia Productivity Corporation:

Name:

Title:

Date:

Signature:

Company Stamp:

Approved and authorized by Hotel:

Name: Owen Yoong

Title: Director of Sales

Date:

Signature:

Name of event		
Date of event		
On site contact		
On site mobile no		
Guaranteed attendees		
Tactic setup required		
Meeting setup		
classroom <input type="checkbox"/>	u	
Main Stage (ballroom)		
Registration table		
Flipchart		
Rostrum		
Break bites time (30mins)		
Lunch		
Additional Beverage		
Vegetarian		
Special Dietary		
Security briefing		
Authorised Signatory		
Name / Position		
Signage (Wordings)		
Payment Status		
AV		
Microphone (wired)	Yes <input type="checkbox"/> advise what	
Projector (VGA) & Screen	Yes <input type="checkbox"/>	
Console table	Yes <input type="checkbox"/>	



PERBADANAN PRODUKTIVITI MALAYSIA (MALAYSIA PRODUCTIVITY CORPORATION)

Peti Surat 64, Jalan Sultan, 46904 Petaling Jaya, Selangor D.E., Malaysia.

Tel: 03-7955 7288, 7955 7050, 7955 7085, 7955 7172, 7955 7190, 7955 7232, 7955 7341

Fax: 03-7957 8088 (Blok Inovasi) 7955 1824, 7980 6284 (Blok Produktiviti) 7954 0795 (Promosi)

Lorong Produktiviti, Off Jalan Sultan, 46200 Petaling Jaya, Selangor D.E., Malaysia.

<http://www.mpc.gov.my>

(Badan Berkanun di bawah Kementerian Perdagangan Antarabangsa dan Industri - MITI)



1 April 2021

Aloft Kuala Lumpur Sentral
5, Jalan Stesen Sentral, Kuala Lumpur Sentral
50470 Kuala Lumpur

Attn: Ms. Halalia Adriana Auwal
Senior Sales Manager

RE: LETTER OF UNDERTAKING "BENGKEL HANDHOLDING BERSAMA MITI DAN AGENSI BAGI PELAKSANAAN ANUGERAH KECEMERLANGAN INDUSTRI (AKI) 2022

In consideration of Hotel Aloft Kuala Lumpur Sentral agreeing to the terms of payment as set out in the Hiring Agreement we hereby irrevocably and unconditionally agree and undertake to:

- i. be bound by the terms and conditions as set out in the Hiring Agreement; and
- ii. to pay all Hiring Fees within 30 days from date of statement of Final Cost issued by Hotel Aloft Kuala Lumpur Sentral as stipulated in the Hiring Agreement

Kindly forward your invoice/statement of Final Costs for payment to the following addressee and address:

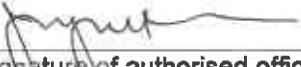
Malaysia Productivity Corporation
Lorong Produktiviti
Jalan Sultan 46200 Petaling Jaya, Selangor
Attn: Ms.Jayaletchumi Krishnan
Manager

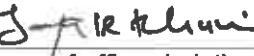
Unless stated to the contrary herein, all capitalized terms in this letter of undertaking shall have the same meaning as in the Hiring Agreement.

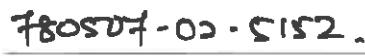
Should you require further assistance, please do not hesitate to contact the undersigned or Mrs.Jayaletchumi at 016 3945057, email jaya@mpc.gov.my.

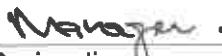
Yours sincerely,

For the Hirer


Signature of authorised officer and company
stamp


Name of officer (print)


Passport/NRIC


Designation



TRANSFORMATION • INNOVATION • PARTNERSHIP

(Sila rujuk bilangan surat ini apabila menjawab)



Tactic

BANQUET/CATERING

Aloft Kuala Lumpur Sentral
5 Jalan Stesen Sentral
Kuala Lumpur Sentral
50470 Kuala Lumpur

603 2723 1188 alofthotels.com/kualalumpursentral

Set Menu

Tactic Bento Set

****Please select only 1-item of each course, serving for your group**

Appetizer (Choose either 1)

- Caesar Salad with Herb Crouton **D1**
- Cous-cous Salad with Dried Fruits and Vegetable
- Panzanella Salad
- Chickpea Masala Salad **D2**

Main Course (Choose either 1)

Chicken

- Cajun Roasted Chicken with Chicken Jus **D1**
- Ayam Masak Merah (Stew Chicken in Tomato and Chili) **D1**
- Chicken Kong Pow **D2**
- Tandoori Chicken

Beef

- Beef Goulash
- Beef Palembang
- Mongolian Beef
- Beef Korma with Potatoes

Fish/Seafood

- Fish Piccata with Tomato Salsa
- Jade fish with Tomato Beurre Blanc
- Fish Curry with Lady Finger **D1**
- Deep Fried Fish with Chinese BBQ sauce **D2**

Set Menu

Side dish - Starch (Choose either 1)

- Garlic Mash Potatoes
- Tomato Penne
- Rainbow Rice *D2*
- Yong Chow Fried Rice *D2*

Side dish – Vegetable (Choose either 1)

- Vegetable ratatouille
- Stir-fried cabbage with turmeric
- Aloo Gobi *D1*
- Kailan with Salted fish *D2*

Dessert (Choose either 1)

- Rainbow Cake
- Red Velvet
- Chocolate Mud Cake *D1.*
- Lemon Cake
- Mix Fruits *D2.*

Date: 31-Mar-21



Jayaletchumi Krishnan (Manager)
Malaysia Productivity Corporation
Lorong Produktiviti, Jalan Sultan
46200 Petaling Jaya, Selangor

T: 03 - 7951 2440
E: Jaya@mpc.gov.my

Pro-Forma Invoice for Malaysia Productivity Corporation Full Day Meeting on 5 to 6 April 2021
Quote ID : M-LB4SR2A

Events Charges :

Events Charges					
No	Description	Numbers	Day/Night	Rates (MYR)	Amount (MYR)
1	All4One - Full Day Meeting	35	2	168.00	11,760.00
			0% of Sales and Services Tax (SST)		0.00
			Total events charges (Nett)		11,760.00

No	Payment	Due Date	Amount (MYR)
1	<p>Letter of Undertaking <i>(LO to be received by 5 April 2021 and full payment to be settled within 30 days upon receiving hotel's Tax Invoice)</i></p>	1-Apr-21	11,760.00

**This is a pro-forma invoice and not Tax Invoice. SST is not claimable.*

****As per the 2020 Stimulus Package announced by the Malaysian Government, please note that the 6% service tax on hotel accommodation and related services will be waived from 1 March to 30 June 2020. Exceptions may apply. Please contact the Hotel team for further details.**

Payment may be made via cash, company cheque, credit card or Telegraphic Money Transfer. Should payment be made via cheque, please make it payable to Iringan Flora Sdn Bhd or if via telegraphic transfer to our bank account as below:-

Approved and Authorized:

I hereby confirm and accept the above offer:

Halalia Adriana
Senior Sales Manager

Copy to : Credit Manager, Aloft KL Sentral

Name:
Company:
Company Stamp



AGREEMENT

31 March 2021

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement ("Agreement") between Hotel (as defined below), and Account (as defined below).

ACCOUNT : Malaysia Productivity Corporation
CONTACT : Jayaletchumi Krishnan (Manager)
Address : Lorong Produktiviti, Jalan Sultan 46200 Petaling Jaya, Selangor
Phone Number : 03 - 7951 2440
Fax Number : -
E-mail Address : Jaya@mpc.gov.my

HOTEL: Aloft Kuala Lumpur Sentral, owned by Iringan Flora Sdn. Bhd. (Co. Reg. No. 874127-W)
5, Jalan Stesen Sentral, Kuala Lumpur Sentral, 50470 Kuala Lumpur
t. +603 2723 1188
f. +603 2723 1010

NAME OF EVENT : Bengkel Handholding Bersama MITI dan Agensi bagi Persiapan AKI 2022
REFERENCE # : M-LB4SR2A
OFFICIAL PROGRAM DATES : 5 - 6 April 2021

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Account, Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Start Time	End Time	Function Type	Venue	Setup	No. of People
5 - 6 April 2021 (Monday – Tuesday)	0900	1700	Full Day Meeting	Ballroom B, Level 2	Classroom	35

Function Space Assignment

Function rooms are assigned according to the expected attendance and setup. The Hotel reserves the option to assign alternative meeting space suitable for the group's requirements should the expected attendance change, subject to availability and prior arrangement with the Organizer.

Room Rental

Room rental surcharge will be applicable should the guaranteed attendance is less than the minimum requirement.

Pre-Setup & Rehearsal

Early access for pre-setup and/or rehearsal is subject to availability of the function room and room rental charge is applicable.

TACTIC PACKAGES

Special rate AJI4One at MYR 168.00+ per person per day includes:

(Minimum-35 persons; social distancing of 1m between guests/tables)

- Stunning pillar-less ballroom (full day of 8 hours)
- Feast in a Box (Individually Packed Lunch)
- Energy Boost: Welcome, morning and afternoon coffee break (Individually Packed)
- Perk You Up: free-flow of Coffee/Tea
- 1 flipchart/white board with assorted markers (additional flipchart at MYR80+/flipchart)
- The Essentials: the tools you need to succeed
- Safe Box
- Hand sanitizer and mask on day one event
- Be Heard: In-house PA System with 1 x complimentary microphone (additional mic units at MYR180+/unit)
- Be Seen: Motorized screen and 1 x built in LCD projector
- Surf the Net all day long

Initials: 

Aloft Kuala Lumpur Sentral
5, Jalan Stesen Sentral, Kuala Lumpur Sentral
50470 Kuala Lumpur
T. +603 2723 1188 F. +603 2723 1588
aloftkualalumpursentral.com

Aloft Kuala Lumpur Sentral is owned by Iringan Flora Sdn. Bhd. (Co. Reg. No. 874127-W)



T&C

** The promotions are valid until 30 June 2021

Audio Visual (Optional)

- Lapel / Wireless Microphone at MYR 180.00+ per unit per day
- Conference Microphone at MYR 200.00+ per unit per day
- Extension Cord at MYR 40.00+ per unit per day
- Laser Pointer / Clicker at MYR 180.00+ per unit per day
- HDMI Converter at MYR 180.00+ per unit per day

Currency

All rates quoted is in Ringgit Malaysia (MYR)

Taxes & Levies

All rates quoted are subject to 0% of Sales and Services Tax (SST) and all prevailing Government taxes.

Taxes, levies or charges are subject to change in accordance with the Malaysian Government legislation.

As per the 2020 Stimulus Package announced by the Malaysian Government, please note that the 6% Service Tax and Tourism Tax on hotel accommodation and related services will be waived from 1 March 2020 to 30 June 2021. Exceptions may apply. Please contact the Hotel team for further details

FUNCTION ROOM EXTENSION OF HOURS AND LATE NIGHT SURCHARGE

Account shall be responsible in ensuring that the function room is vacated by the stipulated contracted time. Any extension will be subject to room rental charge. For evening events, an additional charge will be applied for events extending past 12 midnight till maximum 2.00am.

Half Ballroom (A or B) MYR 3,500.00+ per hour

DEPOSIT & MODE OF PAYMENT SCHEDULE

In order to confirm a booking under this Agreement, Customer agrees to the following payment dates and terms:

Payment Type	Amount Due	Due Date
Letter of Undertaking	MYR 11,760.00nett	Thursday, April 01, 2021

1. A Letter of Undertaking from Malaysia Productivity Corporation is required by Thursday, April 01, 2021 and Local Order by Monday, April 05, 2021
2. All outstanding Hotel Charges incurred by the Customer is required to be settled within 30 days upon received of final invoice.
3. All payments by cheque should be addressed to "IRINGAN FLORA SDN BHD".

The Hotel accepts payment in the form of bank draft, telegraphic money transfer or by credit card.

Bank Account Details

Beneficiary Name : IRINGAN FLORA SDN BHD
Account No. : 8008088326
Bank Name : CIMB Bank (M) Berhad
Bank Address : Menara CIMB, Kuala Lumpur Sentral Branch
Swift Code : CIBBMYKL

Please send a copy of the bank draft or TT by fax to +603 2723 1085 for our file records.

Please note that you are responsible for all bank transaction charges and currency conversion losses.

Initials: SL

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Account wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into the secure online web-site at http://www.sertifi.com/MarriottInternational_SSO Prior to the execution of this Agreement, Account shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Account. This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check. Account agrees that the Hotel may charge to this credit card any payment as required under this Agreement.

FUNCTION CONFIRMATION, ATTRITION AND EARLY DEPARTURE POLICY

The Hotel is TENTATIVELY holding the above blocked function space on behalf of Account. Upon receipt of the signed Agreement and initial deposit, the Hotel will transfer your room block to DEFINITE status.

Attrition

14 Days or less prior to arrival

If Account wish to reduce the known Food, Beverage and Miscellaneous Commitment, a cancellation fee equivalent to one hundred percent (100%) of the total known Food, Beverage and Miscellaneous will be due, plus applicable taxes.

CANCELLATION AND POSTPONEMENT POLICY

14 Days or less prior to arrival

Liquidated damages in the amount of one hundred percent (100%) of the known Food, Beverage and Miscellaneous Commitment will be due, plus applicable taxes.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

Both parties agree that they will comply with all applicable laws and regulations, including, without limitation, health and safety, alcoholic beverage control, disability, anti-corruption, trade sanctions, and anti-terrorism laws. Hotel and Account agree to cooperate with each other to ensure compliance with such laws. Either party may take any and all actions deemed necessary in their sole discretion to ensure its continued compliance with anti-corruption and trade sanctions laws which are applicable to it (or to the Hotel's management company), including, without limitation, immediate termination of this Agreement upon notice and without liability.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Account will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LIQUOR LICENSE

Account understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees. In addition, alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

Initials: g-
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PROMOTIONAL MATERIALS AND DELIVERIES

Special pre-arrangements are required to be made with the Sales & Events department before sending or delivering any materials, displays or equipment to the Hotel. Failure to do so may cause delays in delivery; our receiving dock operates from 09:00 to 17:00 hrs Monday to Fridays. Deliveries outside these times need to be pre-arranged.

Handling charges may apply. The Hotel does not accept any liability for equipment, goods, displays or other materials which fail to arrive at the Hotel. The Hotel does not accept liability for losses or damages and the Account is responsible for insuring its good or materials on the Hotel premises.

Storage space availability is limited and is required to be confirmed in advance by the Sales & Events department and subject to a maximum of 3 days keeping.

COMPLIANCE WITH UNITED STATES EQUAL OPPORTUNITY LAWS

This section describes the obligations of Marriott International, Inc (Marriott) as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this Agreement. Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement. Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor, Office of Federal Contract Compliance Programs. The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference. To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

The Hotel is managed by an affiliate of Marriott. The Hotel is committed to complying with its obligations under applicable privacy and data protection laws, including, to the extent applicable, EU data protection laws. The Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual. Account will obtain all necessary rights and permissions prior to providing any personal data to Hotel (for example rooming lists containing names and contact details of attendees), including all rights and permissions required for the Hotel, Marriott, service providers and their respective affiliates to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Marriott's privacy statement and applicable law.

RIGHTS OF THIRD PARTIES

The parties agree that, except for Marriott International, Inc. and its affiliates, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables and etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Account's needs. If such special setups or extraordinary formats are requested, Hotel will present Account two (2) alternatives: (1) charging Account the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Account requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Account wishes to hire outside vendors to provide any goods or services at Hotel during the Event, including an outside audio/visual provider, the Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance.

PERFORMANCE LICENSES

Account will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Account may use or request to be used at the Hotel.

LICENSE FOR ENTERTAINMENT

Account will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Account may use or request to be used at the Hotel.

a. Music Rights Malaysia (MRM)

Website: www.mrm.my

Tel: +603 6207 2969

Fax: +603 6207 2994

Email: info@mrm.my

Music Rights Malaysia Berhad (MRM) is a non-profit organisation and the sole Licensing Body designated by the Intellectual Property Corporation of Malaysia (MyIPO), an agency under Ministry of Domestic Trade, Co-operatives and Consumerism to carry out collective music license issuance and fee collection activities in Malaysia effective 1 January 2017 on behalf of three (3) Stake Holders:

- (1) MUSIC AUTHORS' COPYRIGHT PROTECTION BERHAD (MACP)
- (2) PUBLIC PERFORMANCE MALAYSIA SDN BHD (PPM)
- (3) RECORDING PERFORMERS MALAYSIA BERHAD (RPM)

The Hotel shall not in any event be liable for or responsible for any civil or criminal action taken by MRM against the Account should they fail to obtain the said permits before the function.

Initials: NY

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Account has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By Inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or Intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____

Marriott Bonvoy Membership Number _____

*If Miles are desired Instead of Points, please also provide:

Participating airline name _____

Participating airline frequent flyer account number _____

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

ACCEPTANCE

When presented by Hotel to Account, this document is an invitation by Hotel to Account to make an offer. Upon signature by Account, this document will be an offer by Account. Only upon signature of this by all parties with payment from Account will this document constitute a binding agreement. Unless the Hotel otherwise notifies Account at any time prior to Account's execution of this document, the outlined format and dates will be held by Hotel for Account on a first-option basis until Thursday, April 01, 2021. If Account cannot make a commitment prior to that date, this invitation will be considered null and void, the arrangements will be released, in which case neither party will have any further obligations.

Initials: 



Upon signature by both parties, Account and Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

Approved and authorized by Hotel:

Name: Halalia Adrina Anuwai

Title: Senior Sales Manager

Date:

Signature:

Approved and authorized by Malaysia Productivity Corporation:

Name:

Title:

Date:

Signature:

Company Stamp:

Approved and authorized by Hotel:

Name: Owen Yoong

Title: Director of Sales

Date:

Signature:

Initials: HL