

[PHASE TWO TRAVELLING BAND SCREEN OVERHAUL 2019]

**TENDER DOCUMENTS: SARAWAK ENERGY REF. NO.
[PPLSPG/001/19]**

PART I – TENDER PROCEDURES

[PHASE TWO TRAVELLING BAND SCREEN OVERHAUL 2019]

**TENDER DOCUMENTS: SARAWAK ENERGY REF. NO.
[PPLSPG/001/19]**

PART I – TENDER PROCEDURES

SECTION 1 – INTRODUCTION

This Introduction should be read in conjunction with Tender Appendix A [*Scope of Works / Specifications*] set out in Part II, Section 2 of the Tender Documents.

INTRODUCTION

Sejingkat Power Corporation Sdn. Bhd. located at Kampung Goebilt, Kuching near Muara Tebas. The 210MW Coal Fired Power Plant has been in service for more than 15 years. Currently, there are 3 units of Travelling Band Screen (TBS) located at each of the SPC/PPLSPG Sea Water Pump House. The TBS is located in between the respective Steel Isolating gate and Sea Water Pump. This tender specification is intended to describe and quantify, as far as possible, the Travelling Band Screen Overhaul which is required to be done by the contractor who has the intention to perform overhaul works for One (1) unit of Phase 2 Travelling Band Screen (TBS)

The proposed overhaul of Phase 2's One (1) unit of Travelling Bend Screen shall be commenced tentatively on the: Third Quarter of 2019

The tenderer is invited to visit PPLSPG at his own cost, to find out the site conditions and physical sizes and orientations of the various major components of the plants. The tenderer can make arrangement with the Maintenance Manager, Mr. Sim Chiaw Hiong at 082-439660 ext. 2203 or hand phone No. 012-8880071.

In this Section 1 - Introduction, the terms

- i) SPC - shall mean Sejingkat Power Corporation Sdn. Bhd.;
- ii) PPLSPG - shall mean PPLS Power Generation Sdn. Bhd.;
- iii) The tenderer - shall mean the qualified invited service provider or service provider who has purchased the tender document from SPC/PPLSPG.
- iv) The contractor - shall mean the successful tenderer who has been offered the contract to perform all the works in this contract.
- v) Completion - shall mean the complete successful start up of the TBS upon the completion of the overhaul for a continuous duration of 24 hours. The date when the machine achieves such operation status shall therefore be called "the completion date".
- VI) Performance period - shall mean the 30 days period after the completion date

SCOPE OF WORKS / SPECIFICATIONS

The Works to be performed by the Contractor include the following:

The contractor shall include the provision of manpower, equipment, tools, scaffolding (**BS Standard**) and other necessary materials to perform the work to the satisfaction of the corporation. The scope of work shall include providing the competent manpower, tools, equipments, testing, transportation and consumable items to arrange for the following scope of work:

- To provide overhaul Service that include for the supply of qualified manpower, tools, pumps, equipment and materials necessary, whether it be fully described or not to perform the maintenance work in accordance with the provision of the tender.
- To fabricate and supply 50 sets of the SS316L TBS Panel with the following approximate dimension:

2890mm (w) x 380mm (L)

The contractor's works are outlined as follows:

DETAIL WORKS SCOPE

The contractor shall include the provision of manpower, equipment, tools, scaffoldings (**BS Standard**) and other necessary materials to perform the work as described below. SPC and PPLSPG reserve the right to vary the frequencies of the work if deemed necessary, in which case the contract price shall be adjusted accordingly.

The Phase TWO Travelling Band Screen Overhaul 2019 work scopes are as below:

- To do isolation on the TBS inlet and outlet sump and to make sure the sump is dry during the repair period by having the sufficient and functional capable pumps on standby.
- To perform cleaning of the TBS Sump and Fix Screen by removing all the debris, mud and rubbish accumulated at the front and rear areas of the TBS sump.

- To dismantle all the required part of the TBS for the repair and replacement work. To replace all the damage part with equivalent parts and material. To repair any parts or supports which cannot be replaced to its original condition. All the planned replacement and repairs items shall be reported to Engineer in charge prior to commencement of work which covers the following:
 1. Sea water inlet sump
 - Close the isolating gate
 - Drain the sump water
 - Remove all the rubbish, debris and mud from the sump
 - Clean the sump with water jet
 2. Fixed screen
 - Remove all the rubbish, debris and mud from the fix screen
 - Clean with water jet
 - Repair the structure
 3. TBS Main structure and sprocket structure
 - Cleaning and inspection
 - De-rust
 - Paint with Sedo-R500 as primer. Sedo-R500 will be provided by SPC.
 - Paint with 2 layer of Seamaster 9400 or equivalent coal tar epoxy. Coal tar epoxy will be provided by contractor
 - Replace the zinc anode. Zinc anode will be provided by SPC
 4. TBS spray nozzle
 - Dismantle the bashwash header
 - Cut and install the SS304 flange end with SS304 cover at one side
 - Clean the internal of nozzle header
 - Clean all the nozzle
 - Replace the nozzle spray if for found broken. Nozzle spray will be provided by contractor
 5. TBS filter frame & mesh (Panel)
 - Check and repair the screen frame if got the minor damage
 - Check and replace the zinc anode. Zinc anode will be provided by SPC
 - Check and replace the stainless steel mesh for damaged mesh. Stainless steel mesh will be provided by contractor
 - Check and replace the screen frame stainless steel bolts and nut with stainless steel bush. Stainless steel bolt and nut with stainless steel bush will be provided by contractor
 - Replace the screen frame if got the major damage. Replacement will be decided by SPC personnel in charge.

6. TBS chain link
 - Inspect the chain link looseness and adjust accordingly
 - Replace the chain link. Parts will be provided by SPC
7. TBS driving major sprocket (3 units)
 - Cleaning, de-rusting and paint the Sedo-R500 as primer. Sedo R-500 will be provided by SPC.
 - Paint two layer of Seamaster 9400 or equivalent coal tar epoxy. Coal tar epoxy will be provided by contractor.
 - Recondition the sprocket if got minor damage
 - Sprocket shaft recondition if got minor damage
 - Replace all the sprocket bearing. Bearing will be provided by SPC
 - Replace the sprocket if got the major damage. Replacement will be decided by SPC person in charge. The sprocket will be provided by SPC
8. TBS driven major sprocket (6 units)
 - Cleaning, de-rusting and paint with Sedo-R500 as primer. Sedo R-500 will be provided by SPC.
 - Paint two layer of Seamaster 9400 or equivalent coal tar epoxy. Coal tar epoxy will be provided by contractor.
 - Recondition the sprocket if got minor damage
 - Sprocket shaft recondition if got minor damage
 - Replace the sprocket if got major damage. Replacement will be decided by SPC person in charge. The sprocket will be provided by SPC
 - Sprocket shoe tightening
 - Check and recondition the connecting clamp internal diameter to suit with shaft diameter.
 - Connecting clamp de-rusting and paint with Sedo-R500 as primer. Sedo R-500 will be provided by SPC.
 - Paint two layer of Seamaster 9400 or equivalent coal tar epoxy. Coal tar epoxy will be provided by contractor.
 - Replace all the Oil seal. Oil seal will be provided by contractor
 - Replace all the sprocket bearing. Bearing will be provided by SPC
9. Cycloid gear reducer
 - Replace all the bearing and oil seal. Bearing and oil seal will be provided by contractor
 - Replace the lube. Lube oil will be provided by SPC.
10. Cycloid gear sprocket and chain
 - Cleaning, servicing and greasing. Grease is provided by SPC
11. Rubbish discharge trough
 - Cleaning and recondition

- 12. TBS frame side rail bolt plug
 - Inspect and replace. Part will be provided by contractor
 - 13. TBS Sectional frame
 - Cleaning and inspection
 - Repair
 - Replace the zinc anode. Zinc anode will be provided by SPC
- To proceed with the overhaul of the TBS as per table attached (Refer Attachment A).
 - To fabricate and supply the SS316L Travelling Band Screen Panel with the approximate dimension: 2890mm (w) x 380mm (L) for 50 sets. The outer frame is to be made by using Stainless Steel 316L Material . The outer frame with stainless steel 316L panel at both end complete with **rubber line skirt x 10mm (thk) attach at the bottom of the panel**. The wire mesh material is to be made by stainless steel with stainless steel 316L panel as the inner frame of the panel. The wire mesh screen opening dimension is 6mm x 6mm. The minimum required quantity is 50 sets, the invited vendor is required to perform site visit at SPC for final measurement. All the plate thickness is 5mm.
 - All the works MUST be completed within 30 days

Attachment A: TBS Overhaul Item

Item	Service	Remarks
Sea water intake sump	<ul style="list-style-type: none"> • Close the isolating gate • Drain the sump water • Remove all the rubbish, debris and mud from the sump • Clean the sump with water jet 	
Fixed screen	<ul style="list-style-type: none"> • Remove all the rubbish, debris and mud from the fix screen • Clean with water jet • Repair the structure 	The screen must be tightly secured
TBS Main structure and sprocket structure	<ul style="list-style-type: none"> • Cleaning and inspection • De-rust • Paint with Sedo-R500 as primer. Sedo-R500 will be provided by SPC. • Paint with 2 layer of Seamaster 9400 or equivalent coal tar epoxy. Coal tar epoxy will be provided by contractor 	

	<ul style="list-style-type: none"> • Replace the zinc anode. Zinc anode will be provided by SPC 	
TBS spray nozzle	<ul style="list-style-type: none"> • Dismantle the bashwash header • Cut and install the SS304 flange end with S304 cover at one side • Clean the internal of nozzle header • Clean all the nozzle • Replace the nozzle spray if for found broken. Nozzle spray will be provided by contractor 	Need perform the testing with SPC person in charge
TBS filter frame & mesh (panel)	<ul style="list-style-type: none"> • Check and repair the screen frame if got the minor damage • Check and replace the zinc anode. Zinc anode will be provided by SPC • Check and replace the stainless steel mesh for damaged mesh. Stainless steel mesh will be provided by contractor • Check and replace the screen frame stainless steel bolts and nut with stainless steel bush. Stainless steel bolt and nut with stainless steel bush will be provided by contractor • Replace the screen frame if got the major damage. Replacement will be decided by SPC person in charge. 	
TBS chain link	<ul style="list-style-type: none"> • Inspect the chain link looseness and adjust accordingly • Replace the chain link. Parts will be provided by SPC 	Need perform the testing with SPC person in charge
TBS driving major sprocket (3 units)	<ul style="list-style-type: none"> • Cleaning, de-rusting and paint with Sedo-R500 as primer. Sedo R-500 will be provided by SPC. • Paint two layer of Seamaster 9400 or equivalent coal tar epoxy. Coal tar epoxy will be provided by contractor. • Recondition the sprocket if got minor damage • Sprocket shaft recondition if got minor damage • Replace the sprocket if got major 	

	<p>damage. Replacement will be decided by SPC person in charge. The sprocket will be provided by SPC</p> <ul style="list-style-type: none"> • Sprocket shoe tightening • Check and recondition the connecting clamp internal diameter to suit with shaft diameter. • Connecting clamp de-rusting and paint with Sedo-R500 as primer. Sedo R-500 will be provided by SPC. • Paint two layer of Seamaster 9400 or equivalent coal tar epoxy. Coal tar epoxy will be provided by contractor. • Replace all the Oil seal. Oil seal will be provided by contractor • Replace all the sprocket bearing. Bearing will be provided by SPC 	
<p>TBS driven major sprocket (6 units)</p>	<ul style="list-style-type: none"> • Cleaning, de-rusting and paint with Sedo-R500 as primer. Sedo R-500 will be provided by SPC. • Paint two layer of Seamaster 9400 or equivalent coal tar epoxy. Coal tar epoxy will be provided by contractor. • Recondition the sprocket if got minor damage • Sprocket shaft recondition if got minor damage • Replace the sprocket if got major damage. Replacement will be decided by SPC person in charge. The sprocket will be provided by SPC • Sprocket shoe tightening • Check and recondition the connecting clamp internal diameter to suit with shaft diameter. • Connecting clamp de-rusting and paint with Sedo-R500 as primer. Sedo R-500 will be provided by SPC. • Paint two layer of Seamaster 9400 or equivalent coal tar epoxy. Coal tar epoxy will be provided by contractor. • Replace all the Oil seal. Oil seal will be provided by contractor 	

	<ul style="list-style-type: none"> Replace all the sprocket bearing. Bearing will be provided by SPC 	
Cycloid reducer gear	<ul style="list-style-type: none"> Replace all the bearing and oil seal. Bearing and oil seal will be provided by contractor Replace the lube. Lube oil will be provided by SPC. 	Need perform the testing with SPC person in charge
Cycloid sprocket gear and chain	<ul style="list-style-type: none"> Cleaning, servicing and greasing. Grease is provided by SPC 	Need perform the testing with SPC person in charge
Rubbish discharge trough	<ul style="list-style-type: none"> Cleaning and recondition 	
Travelling band screen frame side rail bolt plug	<ul style="list-style-type: none"> Inspect and replace. Part will be provided by contractor 	
Travelling band screen Sectional frame	<ul style="list-style-type: none"> Cleaning and inspection Repair Replace the zinc anode. Zinc anode will be provided by SPC 	

The tenderers are mandatory to have site visit assessment of the work in SPC/PPLSPG before submitting the tender and to fill in the 'Site Visit Acknowledgement Form' section along with PPLSPG Person in Charge Signature. Any submission without meeting these conditions will be ruled out from this tender.

All scaffolding work shall be erected using **BS Standard** by certified competent scaffolders. Re-adjustment and inspection of the scaffolding must be carried up once every seventh (7th) day with a report to the relevant section head for verification and safety purposes. A comprehensive inspection (and repair) report shall be submitted to us at the end of the inspection.

The awarded contractor is obliged to perform **day to day housekeeping** at the work area and submit a **full final work report** consist of picture report and its description upon completion of the work for the service acceptance. SPC/PPLSPG reserves the right to reject the completed replacement works done by the contractor if the quality of work is poor. **A warranty of 1 (ONE) year from the date of usage shall be**

included in the tender submission to commit for the quality of workmanship, equipments and materials used.

<i>Quoted Price shall inclusive of Duties and Taxes</i>
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Prohibition of Illegal Workers

SPC strongly condemns the hiring of illegal workers by any contractors. “Contractors” are deemed to include but not limited to sub-contractors, suppliers, technicians, consultants and skilled workers. It is our position that only workers with valid travel documents and proper work documentation is allowed to enter our work sites. Our Contract & Procurement policy requires all Contractors to comply with the laws and regulations of Malaysia and that includes that the foreign workers must have valid work permit.

“Foreign workers” in this context shall adopt the definition from the Labour Ordinance (Cap. 76) whereby “non-resident employee” means any person who does not belong to Sarawak as provided for in section 71 of the Immigration Act 1959/1963. This also extends to West Malaysian and Sabahan.

As such, all Contractors who employ non-Sarawakians for SPC’s projects and operations are to conform to the rules and regulations of the Department of Labour and Department of Immigration before allowed entry for purposes of working to our site. Please take note that the usage of visitor pass shall not be considered as valid documents for the workers to work.

Environmental

Contractor who is carrying out works in SPC shall NOT cause:-

- Pollution to the atmosphere
- Noise emission that cause nuisance
- Pollution to the soil
- Pollution to the water

Work Reporting:

a) Contractor shall submit Daily Progress Report, which shall include the following information:

- Manpower and equipment employed per day
- Spare parts
- Consumables used
- Work progress/completion
- Safety aspect

b) Work Completion Record – The contractor shall propose to SPC/PPLSPG a set of work completion record to be reviewed and approved by SPC/PPLSPG. Record shall include the following but not limited to

- records, such as:
- Inspection Report etc

- Picture report of the service work
- Others

3 copies of Final Report shall be presented to SPC/PPLSPG “ring binded” and 2 Digital copy in the form of Compact Disc/DVD before the release of the final payment.

Supervision

The contractor and its work teams will be supervised by experienced SPC staff/a group of specialists who are employed by SPC/PPLSPG under separate contract to give advice, instructions with regard to the work procedures, work method and passing of judgment during the crucial stage of the operations. The contractor’s personnel, work team leader etc., shall cooperate fully with the specialists to ensure smooth implementation of the major inspection. Nevertheless, the contractor is free to contact SPC/PPLSPG to make suggestions and/or to exchange views on issues related to work.

Working Environment

Work at height, confine space, constant loud noise, corrosive chemical, other rotating equipment in operation, dusty environment, etc.

The contractor shall ensure proper PPE and awareness been given to the worker prior to the entering of the work premises.

Workers who are working inside the sump MUST have valid Competency of Authorised Entrant/ Standby Person for Confined Space

Inspection

SPC/PPLSPG authorized engineer or technicians shall be involved in all the inspection works and testing. SPC/PPLSPG involvement shall not relieve the contractor from his responsibility.

Equipment, Facilities and Spares Provided by SPC

SPC/PPLSPG will provide

- a) General lighting, electric supply for in-house small tools and water for washing.
- b) Spare parts for the TBS such as sprocket, chainboard, nylon roller etc for replacement purposes if any etc.

Completion

In this contract, the term completion shall mean successful start-up of the TBS upon the completion of the overhaul work for duration of 24 hours. The date when the machine achieves such operation status shall therefore be called “the completion date”.

Performance Bond

Performance Bond is required for all contracts above RM 100,000.00 except stated otherwise.

Where the contract provides for advance payment, the contractor/supplier shall submit in exchange for the said payment, an Advance Payment Guarantee issued by a Bank licensed to operate in Malaysia.

Performance Bond shall be of any of the following forms:

- a) Banker’s Guarantee
- b) Bank Draft/Cashier Order;

Bank draft shall be issued by a bank licensed to operate in Malaysia. Whereas, a Banker’s Guarantee shall be issued in an acceptable format similar to the sample format (Form PUR/5) by a bank licensed to operate in Malaysia.

All contracts exceeding RM 100,000.00 (Ringgit Malaysia One Hundred Thousand) must include a Performance Bond of which the amount of the Performance Bond to be obtained as follows:

Value of contracts	Performance bond
Above RM100,000 to RM500,000	2.5%
Above RM500,000 to RM1,000,000	5%
Above RM1,000,000	10%

Such bond shall be irrevocable and valid for the duration of the contract period including the defect liability/maintenance period, if any

The Performance Bond will be released upon satisfactory completion of Contract, inclusive of warranties, if any. Claims by the Company for penalties, delays or unsatisfactory work by the Contractor if not properly met by the Contractor himself, will be made as liquidated damages against the proceeds of the Performance Bond.

Contracts with consultants/professionals regulated under professional bodies and suppliers of proprietary items shall be exempted from the requirement of Bid Bond and Performance Bond. For the contracts with subsidiary companies, the requirement of Bid Bond and Performance Bond may be exempted on the condition that corporate guarantee shall be provided in lieu.

Forfeiture

If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under a committee of inspection of his creditors or (being a company) shall go into liquidation other than a voluntary for the purpose of amalgamation or reconstruction or if the Contractor shall have an execution levied on his goods or in the Engineer's opinion the Contractor:

(a) has abandoned the Contract or

(b) without reasonable excuse has failed to commence the Works or has suspended the programme of the Works for 28 days after receiving from the Engineer written notice to proceed or

(c) has failed to remove materials from the Site for 28 days after receiving from the Engineer written notice that the said materials had been condemned and rejected by the Engineer under these conditions or

(d) is not executing the Works in accordance with Contract or is persistently or is flagrantly neglecting to carry out his obligations under the Contract or

has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of the Contract.

Then the Engineer may after given 14 days' notice in writing to the Contractor enter upon the Site and the Works and expel the Contractor therefrom without thereby avoiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Engineer by the Contract and may himself complete the Works or may employ any other Contractor to complete the Works.

Bankruptcy

If the Contractor shall become bankrupt or insolvent or have a receiving order made against him or compound with his creditors or being a Company commence to be wound up not being a member's voluntary winding up for the purposes of reconstruction or amalgamation or carrying on its business under a receiver for the benefit of its creditors or any of them, the Employer shall be at liberty (a) to terminate the Contract forthwith by notice in writing to the Contractor or to the receiver or liquidator or to any person whom the Contract may become vested or (b) to give such receiver liquidator or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to amount to be agreed.

Arbitration

If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor regarding the Contract, the two (2) parties should sit down together to resolve. If the difference cannot be resolved, refer to third party to mediate. Only when the decision of the mediator cannot be accepted by both parties, it shall be settled by Arbitration, the arbitrator being a person appointed jointly by the Employer and the Contractor.

Penalty

The Company shall reserve the right to withhold and deduct payment in part or in full, if in his opinion that the Contractor has not complete his obligations and duties under this contract a reasonable part of the cycle and works for any calendar month. If, in the Employer's opinion that the Contractor fails to complete the work due to negligence, the Employer shall at liberty to deduct an amount covering that part of the incomplete works in proportion to the overall scope of works.

Site Visit

The Contractor is mandatory to have visited the site to ascertain the nature and method of service and maintenance, security arrangement and working conditions. No additional claims will be entertained for the lack of knowledge of the sites and conditions under which the work is to be executed. Such visit shall be made on application to Maintenance Manager, Mr.Sim Chiaw Hiong at 082-439660 ext 2203 or hand phone No.012-8880071.

Defective Works After Completion

The contractor is fully responsible for defective works which are originated from contractor's own negligence, inferior materials and/or parts used by the contractor for a period of 1 year after the completion date of overhaul of the travelling bend screen. At this juncture, SPC/PPLSPG would like to inform the contractor that SPC/PPLSPG will only tolerate one shut down of not more than 72 hours to facilitate repair work to clear defects of such or similar nature after the completion date of the plant. **If the contractor failed to rectify the defects within 72 hours the performance bond shall be made as liquidated damages against the proceeds of the Performance Bond.**

In view of this, the contractor is advised to use only high quality materials, deploy only skilful and qualify workers to perform the works so as to eliminate unnecessary down time and the repetition of works.

Termination of Work

In the event the contractor fails to perform the contract work for the 1 unit of Travelling Band screen such unsatisfactory works is originated from

- a) Excessive delay in execution of work and/or
- b) Serious insufficient technical skill shown by the contractor's working team and/or
- c) Serious inferior workmanship shown by the contractor and /or
- d) Poor work management of the contractor and /or
- e) Undesirable work attitude shown by the contractor's work team members.

SPC shall have the rights to terminate the contract and proceed to employ others to continue the major overhaul work.

The contractor, so removed and terminated shall have no claim against SPC for additional charges and/or additional financial losses. The payment to the contractor shall be based on pro rata work executed and in any case shall not be more than half of the total contract sum.

Additional Work

In the event of unforeseen additional work which is required to be done during the major overhaul, the contractor upon received written instruction from SPC shall proceed to execute the work. The additional payment for such work shall be calculated based on man-days basis in accordance with the rate given by the contractor in the price schedule of these specifications. The total value of the additional work however shall not be more than 5% of the contract sum.

Safety Regulations

The contractor, its sub-contractor and their respective employees, servants and Agents shall strictly comply with the following relevant statutory and the Employer regulations pertaining to health, safety and environment protection which are applicable to the location where the work is performed.

- Occupational Safety and Health Act
- SPC Safety Rules (OHSAS 18001) & SPC Contractor Safety Environmental Guide

Plus other documents which, from time to time, might be released by authoritative agencies or the Employer.

The contractor shall be wholly responsible for the safety and safe working practices of its sub-contractors and their respective employees, servants and Agents and all equipment and shall be responsible for the training of its sub-contractors, employees, servants and Agents on safety and safe working practices. The Contractor shall ensure that the personnel to be provided in the performance of the Work are adequately trained in safety precautions and safe working practices before they are involved in the work and that they are competent to undertake their required duties in a safe and efficient manner.

**Site Visit Acknowledgement Form for
Phase Two Travelling Band Screen Overhaul 2019**

We _____,
hereby had performed the Site Visit on _____ at _____am/pm along with
SPC/PPLSPG Person In Charge and understand the specific specification or drawing plans,
details, requirements and notes clearly as mentioned in the tender document.

Contractor:

Name: _____

Address: _____

Signed & Chop _____

Date

SPC Person In Charge:

Name: _____

Signed & Chop _____

Date

Price Schedule For Phase TWO Travelling Band Screen Overhaul 2019

Upon the completion of our site visit, study, investigation and estimate on the costs etc, we _____, hereby submit our

Tender sum as follows:

Item	Description		Price (RM)
1)	Overhaul Service that include for the supply of qualified manpower, tools, pumps, equipment and materials necessary, whether it be fully described or not to perform the maintenance work in accordance with the provision of the tender. Prices include the cost of supervisory staff and all other overhead charges.	RM	
2)	To fabricate and replace the main sprocket structure by using mild steel material, complete with 6" x 3' x 6mm (thickness) U-channel, 20mm steel plate as accordance to original material arrangement and dimension. Fully weld the main structure by SMAW welding process and de-rust the structure and paint with one layer of epoxy primer and three layer of coal tar epoxy	RM	
3)	To fabricate and replace the new housing structure by using 6" x 21/2" x 9mm *Thickness) U-channel and 6" x 3" x 3mm (Thickness) U-channel as accordance to the original dimension and arrangement and de-rust the new structure and paint with two coat epoxy primer and two coat of coal tar epoxy	RM	
4)	To fabricate and supply the SS316L Travelling Band Screen Panel with the approximate dimension: 2890mm (w) x 380mm (L) for 50 sets	RM	
	Total	RM	

**** Quoted Price shall inclusive of Duties and Taxes**

Witness:

Contractor:

Name: _____

Name: _____

Address: _____

Address: _____

Signed & Chop

Signed & Chop

Date _____

Date _____

[PHASE TWO TRAVELLING BAND SCREEN OVERHAUL 2019]

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[PPLSPG/001/19]**

PART I – TENDER PROCEDURES

SECTION 2 – TENDER PARTICULARS

These Tender Particulars specify matters particular to this tender process and should be read in conjunction with the Instructions to Tenderers set out in Part I, Section 3 of the Tender Documents.

Tender Particulars			
Tender for [PHASE TWO TRAVELLING BAND SCREEN OVERHAUL 2019]			
No.	Clause Reference	Description	Details
1.	Clause 1.1(c)	Closing Date and Time	3:00 pm on 22 May 2019
2.	Clause 1.1(h)	Eligibility Requirements	a) <i>Bumiputera</i> b) <i>Qualified working experiences on the prescribed works on travelling Band Screen Overhaul.</i>
3.	Clause 1.1(t) and Clause 9	Sarawak Energy's Representative	<i>Tang Chung Hieng</i> <i>Engineer 2 (Turbine)</i> <i>Sejingtak Power Corporation Sdn. Bhd.</i> Contact details: <i>Mobile: 0138282630, Fax: 082439650,</i> <i>Email: tangch@sarawakenergy.com.my</i>
4.	Clause 1.1(bb)	Tender Validity Period	The period commencing from the Closing Date and Time and expiring on the date falling <i>one hundred and eighty (180)</i> days from the Closing Date and Time
5.	Clause 5.1	Tender Briefing	A tender briefing will be conducted as follows: The date and time is from 03 April 2019 to 22 May 2019 Office hours The appointment shall be made with SEB representative

Tender Particulars			
Tender for [PHASE TWO TRAVELLING BAND SCREEN OVERHAUL 2019]			
6.	Clause 6.1	Site Visit	<p>A site visit will be conducted as follows:</p> <p>The date and time for the Site visit is from 03 April 2019 to 22 May 2019 Office hours</p> <p>The appointment shall be made with SEB representative</p>
7.	Clause 25.1	Pricing Method	<i>As per Part 1, Section 2 – Tender Particular Page 8</i>
8.	Clause 29.1	Value of Tender Security	<i>Not Applicable</i>
9.	Clause 32.1	Copies of Tender Offer	<p>The Tenderer shall prepare and submit:</p> <p>(a) <i>one (1)</i> original version; and</p> <p>(b) <i>one (1)</i> copy of the original version;</p> <p>of its Tender Offer</p>
10.	Clause 33.1(b) and Clause 34.1	Address for submission of Tender Offers	<p>Delivery by hand or by courier to:</p> <p style="text-align: center;"><i>Station Manager,</i> <i>PPLS Power Generation Sdn. Bhd.,</i> <i>Tender for - PHASE TWO TRAVELLING BAND SCREEN OVERHAUL 2019</i> <i>(SARAWAK ENERGY REF. NO. [PPLSPG/001/19])</i></p> <p style="text-align: center;"><i>Tender Box, 3rd Floor,</i> <i>PPLS Power Generation Sdn. Bhd.,</i> <i>Kampung Goebilt Off Jalan Bako,</i> <i>93050, Kuching,</i> <i>Sarawak,</i> <i>Malaysia.</i></p>

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PART I – TENDER PROCEDURES

SECTION 3 – INSTRUCTIONS TO TENDERERS

These Instructions to Tenderers specify those procedures to be followed by Tenderers in the preparation and submission of their Tender Offer. Information is also provided on the process for the submission and evaluation of tenders and award of contract. These Instructions to Tenderers shall be read in conjunction with the matters set out in the Tender Particulars set out in Part I, Section 2 of the Tender Documents.

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A. GENERAL**1. Definition and interpretation**

1.1 For the purpose of these Instructions to Tenderers:

- (a) "**Affiliate**" means, in relation to any person or entity, a subsidiary of that person or entity or a holding company of that person or entity or any other subsidiary of that holding company;
- (b) "**Authorised Signatory**" means the person (or persons) authorised by the Tenderer to exercise the rights and powers and perform the functions set out in Clause 24.1;
- (c) "**Closing Date and Time**" means the date and time by which Tender Offers are required to be received by Sarawak Energy, as set out in the Tender Particulars;
- (d) "**Companies Act**" means the Companies Act 1965 (Act 125);
- (e) "**Consortium Tenderer**" means a Tenderer formed by way of an unincorporated joint venture or consortium between two or more members;
- (f) "**Contract**" means the contract to be entered into between Sarawak Energy and the successful Tenderer, as selected by Sarawak Energy in accordance with this tender process, as set out in the Form of Contract;
- (g) "**Corporate Authorisation**" means with respect to a Tenderer (or member of a Consortium Tenderer):
 - (i) a properly executed board or shareholder resolution;
 - (ii) a power of attorney; and / or
 - (iii) such other evidence of authority,
in each case satisfactory to Sarawak Energy and which authorises such Tenderer's Authorised Signatory in accordance with the requirements of Clause 24;
- (h) "**Eligibility Requirements**" means the eligibility requirements for each Tenderer (or members of a Consortium Tenderer), as set out in the Tender Particulars;
- (i) "**Form of Contract**" means the documents listed under the heading "Form of Contract" in Part I, Section 4 of the Tender Documents;

- (j) **"Form of Tender"** means the document entitled "Form of Tender" set out in Part II, Section 1 of the Tender Documents, which is required to be completed by the Tenderers and submitted with their Tender Offer;
- (k) **"GST"** means goods and services tax payable in accordance with the Goods and Services Tax Act 2014;
- (l) **"Instructions to Tenderers"** means this document;
- (m) **"Key Employee"** means any employee of Sarawak Energy or an Affiliate of Sarawak Energy that is responsible for the management or administration of budgetary or procurement decisions;
- (n) **"Letter of Award"** means the letter of award issued by Sarawak Energy to the successful Tenderer for the Works;
- (o) **"Local Participation"** means (in descending order of preference):
 - (i) business entities registered with the UPKJ as having Bumiputera status within Sarawak (or, where such UPKJ certification is not possible, certification by another suitable authority acceptable to Sarawak Energy);
 - (ii) Sarawak-based business entities registered with the UPKJ;
 - (iii) other business entities registered and incorporated in Sarawak and majority owned and controlled by Sarawakians; and
 - (iv) any other business entities registered and incorporated in any State of Malaysia and majority owned and controlled by Malaysians;
- (p) **"Pricing Appendix"** means the document entitled "Tender Appendix B – Tender Price" set out in Tender Appendices which sets out the manner in which the Tender Price shall be calculated;
- (q) **"Related Party"** means:
 - (i) with respect to a non-Consortium Tenderer, director, partner or an officer of such Tenderer; and
 - (ii) with respect to a Consortium Tenderer, a director, partner or an officer of any of the members of such Consortium Tenderer;
- (r) **"Sarawak Energy"** means Sarawak Energy Berhad (company number 007199-D);
- (s) **"Sarawak Energy Director"** means any director of Sarawak Energy, or any director of an Affiliate of Sarawak Energy;

- (t) **"Sarawak Energy's Representative"** means the person named in the Tender Particulars as its main point of contact with the Tenderer and / or the Tenderer's Representative for the purposes of this tender process;
- (u) **"Taxes"** means all direct and indirect taxes imposed in any jurisdiction by any governmental entity or semi-governmental entity (including any government authority), including income taxes, corporate taxes, withholding taxes, goods and services taxes (or any other similar value added taxes), customs duties, fees, levies, imposts, charges, royalties (including quarry royalties), dues or assessment of any nature;
- (v) **"Tender Appendices"** means the appendices set out in Part II, Section 2 of the Tender Documents and required to be completed by the Tenderer and submitted with their Tender Offer;
- (w) **"Tender Documents"** means those documents issued to the Tenderer as part of this tender process, as may be amended in accordance with any addendum issued by Sarawak Energy in accordance with these Instructions to Tenderers;
- (x) **"Tender Offer"** means those documents comprising the formal offer for the performance of the Works required to be completed by the Tenderer which is to be submitted to Sarawak Energy by the Closing Date and Time in accordance with these Instructions to Tenderers;
- (y) **"Tender Particulars"** means the tender particulars set out in Part I, Section 2 of the Tender Documents, setting out those matters particular to this tender process;
- (z) **"Tender Price"** means the price or amounts calculated by reference to the matters set out in the Pricing Appendix and as may be amended in accordance with the matters set out in these Instructions to Tenderers;
- (aa) **"Tender Security"** means the security required to be submitted by each Tenderer with their Tender Offer;
- (bb) **"Tender Validity Period"** means the period of time during which each Tenderer's Tender Offer shall remain valid and open for acceptance by Sarawak Energy as set out in the Tender Particulars (as may be extended from time to time in accordance with these Instructions to Tenderers);
- (cc) **"Tenderer"** means any entity or group of entities (in the case of a Consortium Tenderer) issued with a copy of the Tender Documents or otherwise invited by Sarawak Energy to submit a Tender Offer;

- (dd) "**Tenderer's Representative**" means the person (or persons) authorised by the Tenderer to act as its main point of contact with Sarawak Energy and / or Sarawak Energy's Representative for the purposes of this tender process;
- (ee) "**UPKJ**" means Unit Pendaftaran Kontraktor dan Juruperunding;
- (ff) "**Variation**" means any variation to the execution of the Works, including to increase, decrease, substitute or omit any part of the Works or the method, sequence or timing of the Works and the Contractor shall comply with any such direction; and
- (gg) "**Works**" means all the work and design (if any) to be executed by the Contractor including temporary work and any Variation.

1.2 Throughout the Tender Documents:

- (a) unless the context otherwise requires, all:
 - (i) words and expressions used in these Instructions to Tenderers shall be interpreted in accordance with the matters set out in the Form of Contract; and
 - (ii) capitalised terms used in these Instructions to Tenderers shall, unless otherwise defined in these Instructions to Tenderers, have the meaning assigned to them in the Form of Contract;
- (b) all capitalised terms used in the Tender Documents shall, unless otherwise specified, have the meaning assigned to them in these Instructions to Tenderers (and, to the extent that Clause 1.2(a)(ii) applies, in the Form of Contract);
- (c) any reference to a "Clause", a "Part" or a "Section" is a reference to a clause, a part or a section of the Tender Documents; and
- (d) where both words and alphanumeric figures are used to express the same number, and they are inconsistent, the words shall prevail.

1.3 Wherever the Tender Documents provide for the giving or issuing of approvals, certificates, consents, instructions, permissions, determinations, notices and requests, these communications shall be in writing and shall be delivered by hand, sent by mail, electronic means or courier, to the other Party's Representative, as may be updated by either Party from time to time, by notice to the other Party. Sarawak Energy shall not be bound by any verbal communication made by any of its officers, directors, employees or agents.

1.4 Clause 2, Clause 17, Clause 18, Clause 28, Clause 29, Clause 39, Clause 40.4 and any other, additional clauses of these Instructions to Tenderers which, by their nature,

are intended to survive the cancellation, conclusion or termination of the tender process, shall survive the cancellation, conclusion or termination of the tender process.

B. TENDER DOCUMENTS AND TENDER PROCESS

2. Status of information provided by Sarawak Energy

2.1 Sarawak Energy does not warrant the accuracy and completeness of the information provided or conveyed to each Tenderer during the tender process, which is provided to Tenderers for their assistance only and, unless expressly included in the Form of Contract, such information shall not form part of the Contract to be entered into with the successful Tenderer.

2.2 Each Tenderer should conduct their own investigations and analyses of the information set out in the Tender Documents and by submitting a Tender Offer, the Tenderer shall be deemed to have made its own enquiries, deductions and conclusions regarding the extent of work required (and the cost to be incurred) to perform the Works.

3. Compliance with requirements of the Tender Documents

3.1 Failure by the Tenderer to furnish all information and documentation required by the Tender Documents, including in the format required, may result in its Tender Offer being rejected.

3.2 The Tenderer is deemed to have examined, understood and agreed to the Form of Contract. The Tenderer is not entitled to propose any deviation to the Form of Contract.

4. Tender Offers from Consortium Tenderers

4.1 No changes to the composition of any Consortium Tenderer shall be permitted after the Closing Date and Time without the prior written consent of Sarawak Energy.

4.2 If a Consortium Tenderer is selected as the successful Tenderer, Sarawak Energy reserves the right, in its sole and absolute discretion, to opt to include each member (or the ultimate parent companies of such members) of such Tenderer to enter into the Contract together with the Tenderer on a joint and several basis and the Tenderer shall (and shall procure that each of its members shall) contract on such a basis.

4.3 Tender Offers submitted by a Consortium Tenderer shall also comply with the following additional requirements:

- (a) the Tender Offer (and the Tender Offer shall include an undertaking that in case of a successful Tender Offer, the Contract) shall be signed so as to be legally binding on all members on a joint and several basis;
- (b) each member of the Consortium Tenderer shall provide a Corporate Authorisation in accordance with Clause 24.3; and
- (c) the Tender Offer shall include all information and documentation specified as applicable for Consortium Tenderers in the Tender Documents.

4.4 Each Consortium Tenderer shall at all times comply with any legal requirements applicable to Consortium Tenderers in Sarawak.

5. **Tender briefing**

5.1 For the assistance of all Tenderers, Sarawak Energy may arrange a tender briefing on such date(s) and time(s), and at such location(s), as set out in the Tender Particulars. Attendance at a tender briefing is mandatory.

5.2 Not later than two (2) days prior to a tender briefing, the Tenderer shall inform Sarawak Energy's Representative of the persons that will be attending the tender briefing on its behalf (limited to a maximum of three (3) persons).

6. **Site visit**

6.1 For the assistance of all Tenderers, Sarawak Energy may arrange a site visit on such date(s) and time(s), and commencing from such meeting point, as set out in the Tender Particulars. Attendance at a site visit is mandatory.

6.2 Where a date and time for a site visit is not set out in the Tender Particulars, the Tenderer is nevertheless advised to arrange with Sarawak Energy's Representative to visit and examine the site and its surroundings and obtain for itself all information that may be necessary for the preparation of a complete Tender Offer.

6.3 Not later than two (2) days prior to a site visit, the Tenderer shall inform Sarawak Energy's Representative of the persons that will be attending the site visit on its behalf.

6.4 The Tenderer may not carry out any site visit, examinations or tests without the prior written consent of Sarawak Energy's Representative.

6.5 In participating in any site visit, the Tenderer and its personnel or agents agree to release and indemnify Sarawak Energy (and its officers, directors, employees and agents), from all liability for death or personal injury, loss of or damage to property or any other loss, damage, costs and expenses arising as a result of or in connection with the site visit.

7. Clarification of Tender Documents

- 7.1 Any Tenderer requiring clarification of any matter set out in the Tender Documents shall notify Sarawak Energy's Representative in writing not later than the date falling seven (7) days prior to the Closing Date and Time.
- 7.2 Sarawak Energy may, but is under no obligation to, respond to any request for clarification which it receives (and any such response shall be provided for information purposes only).

8. Issuing of addendum

At any time on or prior to the Closing Date and Time, Sarawak Energy may delete, remove or amend any part of the Tender Documents by issuing an addendum in writing.

9. Sarawak Energy's Representative

All correspondence and communications regarding this tender process, both prior to the Closing Date and Time and during the Tender Validity Period, shall be directed to Sarawak Energy's Representative (and any failure by the Tenderer to comply with this Clause 9 may result in a Tenderer being disqualified from this tender process or its Tender Offer being rejected).

10. Subcontracting

- 10.1 The Tenderer agrees, if it is selected as the successful Tenderer by Sarawak Energy, that it shall not, under any circumstances, subcontract the whole of the Works.
- 10.2 Without in any way limiting Clause 10.1, if a Tenderer is selected as the successful Tenderer by Sarawak Energy, it shall not, under any circumstances, subcontract any part of the Works without the prior written consent of Sarawak Energy (which may be withheld in its absolute discretion).

C. HEALTH, SAFETY AND ENVIRONMENT

11. Health, Safety and Environment

- 11.1 Tenderers acknowledge that they shall be required, during the performance of the Works, to:
- (a) establish and maintain the highest levels of health and safety consistent with best industry practice and to at all times take all reasonable precautions to maintain the health and safety of all of its personnel, other personnel involved in the Works and members of the public; and

- (b) take all necessary steps and reasonable precautions to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of its operations,

in compliance with all legislative requirements, the requirements of Government Authorities and the requirements of Sarawak Energy.

11.2 Tender Offers shall demonstrate the Tenderers' ability and commitment to meet the health, safety and environment requirements and Tenderers shall incorporate, as part of their Tender Price, all costs and expenses required to comply with their health and safety management obligations in connection with the performance of the Works.

11.3 Tenderers may, prior to the Closing Date and Time, obtain a copy of Sarawak Energy's policies on health, safety and environment from Sarawak Energy's Representative.

D. INFORMATION SECURITY MANAGEMENT SYSTEM

12. Information Security Management System

In carrying out the Works, the successful Tenderer may be required to comply with Sarawak Energy's information security management system ("ISMS") requirements as may be notified by Sarawak Energy to the successful Tenderer from time to time. Such requirements may include the vetting of those personnel required to work within identified restricted access zones across Sarawak Energy's generation, transmission and distribution assets, including any related IT networks and services. Subject to Sarawak Energy's specific ISMS requirements, the successful Tenderer may also be required to establish its own procedures and protocol with respect to the security of any third party software required to be installed within Sarawak Energy's network.

E. LOCAL PARTICIPATION

13. Support for Local Participation

13.1 Each Tender Offer shall be prepared on a basis that seeks to maximise the opportunity for the participation of Local Participation in connection with the performance of the Works and promotes the opportunity for knowledge transfer.

13.2 In preparing and submitting its Tender Offer, the Tenderer shall be required to identify and demonstrate how it intends to maximise the participation of Local Participation in connection with the performance of the Works.

13.3 Sarawak Energy reserves the right to request such further information or evidence from a Tenderer as it may reasonably require to ensure that the principles for supporting and promoting opportunity for the participation of Local Participation in the performance of the Works are complied with.

13.4 The successful Tenderer's commitments relating to the levels of participation of Local Participation shall constitute an enforceable contractual obligation under the Contract and the successful Tenderer shall be required to report such levels of participation and Sarawak Energy shall be entitled to continually monitor such activities during the performance of the Works.

13.5 For the purposes of this Clause 13:

- (a) the value of any goods, materials (including raw materials), labour, plant and equipment not originating from sources from within Malaysia; and
- (b) any portion of the Works that is purportedly to be provided through the use of Local Participation but is subsequently further subcontracted to entities that do not constitute Local Participation,

shall not be recognised or attributed by Sarawak Energy towards fulfilling the committed levels of participation of Local Participation.

F. CORPORATE SOCIAL RESPONSIBILITY

14. Corporate social responsibility initiatives

14.1 Tender Offers that display a commitment to corporate social responsibility, through good corporate citizenship, will be viewed favourably by Sarawak Energy.

14.2 Examples of initiatives encouraged by Sarawak Energy include sponsorships, charitable initiatives or general community services, which promote the following principles:

- (a) creation of economic opportunities for Sarawakians;
- (b) investment in local communities;
- (c) sustainability; and
- (d) transparency and community engagement.

G. REQUIREMENTS OF TENDERERS**15. Scope of Tender Offer**

Tender Offers shall be submitted for the whole of the Works as set out in the Tender Documents.

16. Eligibility to tender

Only those Tenderers meeting the Eligibility Requirements are permitted to participate in this tender process.

17. Confidentiality obligations

17.1 Except as required by any applicable Laws, all Tender Documents, the tender process, the Tender Offer and any other information provided to the Tenderer by Sarawak Energy and any information regarding Sarawak Energy acquired by the Tenderer during the tender process shall be treated as confidential information, only to be used for the sole purposes of participating in this tender process and not disclosed to any third party.

17.2 The Tenderer shall ensure the safe and secure storage, management and handling of such information in order to protect against theft, damage, loss and unauthorised use, storage, copying or disclosure of such information and shall notify Sarawak Energy immediately if it suspects, or becomes aware of, any theft, damage, loss or unauthorised use, storage, copying or disclosure of such information.

17.3 Upon any request by Sarawak Energy, the Tenderer shall destroy or return to Sarawak Energy all such information.

18. Personal data

In submitting a Tender Offer, each Tenderer:

- (a) shall be deemed to provide explicit consent to Sarawak Energy to process any of the Tenderer's personal data for the purposes of, or related to, the request for quotation;
- (b) warrants that any personal data received from Sarawak Energy shall be processed; and
- (c) warrants that all personal data submitted by the Tenderer to Sarawak Energy has been obtained,

in accordance with the requirements of the Personal Data Protection Act 2010.

19. Corrupt practices

19.1 Sarawak Energy requires that all Tenderers observe the highest standard of ethical practices throughout the tender process and, in the case of the successful Tenderer, during the performance of the Works.

19.2 Sarawak Energy may, in its sole and absolute discretion:

- (a) reject a Tender Offer or, in the case of the successful Tenderer, immediately terminate any Contract; and
- (b) impose sanctions on a party (including a Tenderer, the successful Tenderer, or any other party), at any time, including declaring any such party ineligible, either indefinitely or for a stated period of time, from participating in any tender process conducted by Sarawak Energy,

if at any time Sarawak Energy determines that a Tenderer has, directly or indirectly through another party, engaged in corrupt, fraudulent, collusive, coercive or other prohibited practices.

H. PREPARATION OF TENDER OFFER

20. Documents comprising the Tender Offer

The Tenderer must complete and include the following documents as part of its Tender Offer:

- (a) Form of Tender;
- (b) Form of Tender Security;
- (c) Each of the Tender Appendices; and
- (d) Corporate Authorisation.

21. Cost of tendering

The Tenderer shall bear all costs associated with the preparation and submission of its Tender Offer, including requests for clarifications and the finalisation and execution of the Contract and Sarawak Energy shall in no case be responsible or liable for such costs, regardless of the conduct or the outcome of the tender process.

22. Language

All correspondence and communications given under or in connection with the Tender Documents and the tender process shall be in English.

23. Governing law and jurisdiction

23.1 The Tender Documents and this tender process are governed by the laws of Malaysia, as applicable in Sarawak.

23.2 The Courts of Sarawak shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with Tender Documents and the tender process.

24. Corporate Authorisation

24.1 Each Tenderer shall provide an appropriate Corporate Authorisation identifying and authorising the Authorised Signatory to do all other acts and things and sign or execute (under hand or under seal) and deliver any and all other documents and give any and all notices which may be required or which the Authorised Signatory, in its discretion, considers necessary in connection with the Tenderer's participation in the tender process, signing the Tender Offer and signing the Contract.

24.2 The Tenderer and / or the Authorised Signatory may delegate any of its rights, powers and functions (other than signing the Tender Offer and signing the Contract) of the Authorised Signatory to the Tenderer's Representative.

24.3 If a Tenderer is a Consortium Tenderer, each member of the Tenderer shall provide an appropriate Corporate Authorisation providing for the authorisation of the Authorised Signatory in respect of the matters referred to in Clause 24.1.

25. Tender Price

25.1 The pricing method for the Tender Price (or each portion of the Tender Price) is as set out in the Tender Particulars.

25.2 Except as otherwise stated in this Clause 25, the Tender Price shall be inclusive of all Taxes which may be applicable to the Works as set out in the Pricing Appendix and include any Disbursements (if any).

25.3 The Tender Price excludes:

- (a) any GST applicable to the Works and Sarawak Energy shall be liable for the payment of any such GST in addition to the Tender Price; and
- (b) any stamp duty payable in relation to the Works within Malaysia, and Sarawak Energy shall be liable to arrange and pay for all such duty.

- 25.4 Where the Goods and Services Tax Act 2014 is applicable to the Works, or any part of the Works, the successful Tenderer shall:
- (a) invoice Sarawak Energy any applicable GST as a separate and clearly identifiable line item within the relevant statement and invoice;
 - (b) fully comply with the requirements of the Goods and Services Tax Act 2014 (including the requirements for the issuing of a valid tax invoice);
 - (c) provide Sarawak Energy with suitable evidence of its registration with the relevant Government Authority in accordance with the requirements of the Goods and Services Tax Act 2014; and
 - (d) otherwise do all acts and things necessary to assist Sarawak Energy to claim an input tax credit under the Goods and Services Tax Act 2014.
- 25.5 The Contractor acknowledges that it may be required to pay a levy to the Construction Industry Development Board in accordance with the Lembaga Pembangunan Industri Pembinaan Malaysia Act 1994 and the Construction Industry (Levy Collection) Regulations 1996, and, if requested by Sarawak Energy, shall provide evidence of the payment of such amounts.
- 26. Currencies and cost fluctuations**
- 26.1 The Tender Price and all rates and the prices set out in the Pricing Appendix shall be quoted by the Tenderer in Ringgit. However, Tenderers based outside of Malaysia may submit their Tender Offer in foreign currencies. Notwithstanding this, all payments shall be made in Ringgit and shall be calculated based on the official exchange rate published by Bank Negara Malaysia as of the date of the Letter of Award.
- 26.2 On and from the Closing Date and Time, the Tenderer shall under no circumstances be permitted to amend its Tender Price and the Pricing Appendix, regardless of:
- (a) any change in any applicable Laws (including the introduction of any new Taxes);
 - (b) any fluctuation in the foreign exchange rate;
 - (c) any fluctuations in the cost of materials and / or labour; or
 - (d) any other occurrence.

27. Tender Validity Period

- 27.1 A Tender Offer shall expressly specify that it shall remain open and valid for the Tender Validity Period.
- 27.2 Notwithstanding that any Tenderer has been notified that it is not a successful Tenderer, each Tenderer's Tender Offer shall remain valid for the Tender Validity Period.

28. Conflict of interest

- 28.1 Each Tender Offer shall include a declaration (in the prescribed form set out in Part II, Section 2 of the Tender Documents) of the nature and extent of, any conflict of interest that may exist or arise in relation to this tender process and the Tenderer shall submit, as part of its Tender Offer, proposals for avoiding any such conflicts of interest.
- 28.2 A failure by a Tenderer to adhere to the requirements of this Clause 28 may, in Sarawak Energy's sole and absolute discretion, result in a Tenderer being disqualified from the tender process or its Tender Offer being rejected.

29. Tender Security

- 29.1 A Tender Offer shall be accompanied by a Tender Security (also known as a bid bond or a bid security) issued to Sarawak Energy on the date the Tender Offer is submitted if required by the Tender Particulars. Failure by a Tenderer to include the Tender Security may, in Sarawak Energy's sole and absolute discretion, result in a Tenderer being disqualified from the tender process or its Tender Offer being rejected.
- 29.2 The Tender Security may be provided, at the Tenderer's option, in any of the following forms:
- (a) an unconditional bank guarantee in the form set out in the Appendix to these Instructions to Tenderers, or such other form confirmed in writing as being acceptable to Sarawak Energy;
 - (b) an irrevocable letter of credit; or
 - (c) cash, bank draft, cashier's cheque or certified cheque made payable to Sarawak Energy,

and shall be issued by a bank which is registered, and which has offices, in Malaysia (and which is otherwise acceptable to Sarawak Energy).

- 29.3 The Tender Security may be forfeited, if:

- (a) the Tenderer withdraws its Tender Offer during the Tender Validity Period;
- (b) the successful Tenderer fails:
 - (i) to sign the Contract in accordance with Clause 41; or
 - (ii) furnish any required performance security in accordance with the Contract; or
 - (iii) in Sarawak Energy's reasonable opinion, the Tenderer has in any other way breached a material aspect of this tender process.

29.4 Where the Tender Security includes an expiry date, such expiry date shall be not earlier than one hundred and eight (180) days after the date of expiry of the Tender Validity Period.

29.5 If it becomes necessary to extend the Tender Validity Period and / or the validity period of the Tender Security, Sarawak Energy may request (in writing) the Tenderer for extension of such validity period before the expiry date.

29.6 The Tenderer shall have the right to refuse to grant an extension, in accordance with Clause 29.5, without forfeiting the Tender Security and the:

- (a) Tender Security of any Tenderer who refuses to grant such extension shall be returned; and
- (b) Tenderer shall be deemed to have waived the right to further participate in the tender process.

30. **Securities and Guarantees**

The successful Tenderer shall, within twenty-eight (28) days after the date of the Letter of Award, obtain (at its cost) and deliver the performance bond, and where required by the Contract Agreement, the parent company guarantee and director personal guarantee(s), to Sarawak Energy in accordance with requirements set out in the Form of Contract.

31. **Insurance policies**

The successful Tenderer shall provide to Sarawak Energy:

- (a) cover notes for all insurance policies required under the Form of Contract within seven (7) days after the date of the Letter of Award; and
- (b) copies of all such insurance policies within twenty-eight (28) days after the date of the Letter of Award.

I. SUBMISSION AND OPENING OF TENDER OFFERS
32. Format and signing of Tender Offer

32.1 Tender Offers shall be submitted in the number of signed original hard copies and photocopies of such signed original as set out in the Tender Particulars.

32.2 The Tender Offer shall be in writing and be signed by the Authorised Signatory.

32.3 All corrections to the signed original hard copies of the Tender Offer must be made clearly in writing, and must be signed and stamped by the Authorised Signatory. The Tenderer may not use liquid paper or correction tape in making corrections.

33. Sealing and marking of Tender Offers

33.1 The Tenderer shall prepare and enclose the hard copies of its Tender Offer in one (1) separate sealed envelope, and such envelope shall:

- (a) identify the Tenderer to enable the Tender Offer to be returned unopened in the event this is required;
- (b) be addressed to Sarawak Energy's address for submission of tenders in accordance with the matters set out in the Tender Particulars; and
- (c) bear the following in bold letters:

[PHASE TWO TRAVELLING BAND SCREEN OVERHAUL 2019]
 TENDER DOCUMENTS (SARAWAK ENERGY REF. No. [PPLSPG/001/19])

33.2 To the extent that any ambiguity, conflict, discrepancy or inconsistency is found to arise between the hard and soft copies of the Tender Offer, the contents of the original hard copy shall prevail to the extent of such ambiguity, conflict, discrepancy or inconsistency.

34. Closing Date and Time

34.1 Tender Offers shall be received by Sarawak Energy at the address set out in the Tender Particulars and by no later than the Closing Date and Time.

34.2 Any Tender Offer received by Sarawak Energy after the Closing Date and Time may be declared late, rejected by Sarawak Energy and returned unopened to the Tenderer.

35. **Alternative Tender Offers**

35.1 In addition to its Tender Offer, the Tenderer may include any alternative Tender Offers ("**Alternative Tender Offer**").

35.2 When submitting any Alternative Tender Offer, the Tenderer shall:

- (a) submit a separate set of completed Tender Documents, including a cover letter, describing the reasons for proposing the Alternative Tender Offer and the advantages and/or disadvantages to Sarawak Energy; and
- (b) include the set of completed Tender Documents in a separate envelope, marked as "Alternative Tender Offer".

35.3 Sarawak Energy may or may not, in its sole and absolute discretion, consider any Alternative Tender Offer.

35.4 The Tender Offer and any Alternative Tender Offer submitted shall be binding on the relevant Tenderer and be treated as if each were individually a "Tender Offer" within the meaning of these Instructions to Tenderers.

J. **EVALUATION OF TENDER OFFERS**

36. **Evaluation of Tender Offers**

- (a) Sarawak Energy's evaluation of the Tender Offers shall be carried out in accordance with Sarawak Energy's internal policy and requirements having regard to, among other things:
 - (i) the completeness and responsiveness of the Tender Offer;
 - (ii) the Tender Price and the rates and prices set out in the Pricing Appendix; and
 - (iii) such other information as Sarawak Energy considers relevant to the evaluation and assessment of each Tenderer's Tender Offer.
- (b) Following the evaluation of each Tender Offer, Sarawak Energy will compare all substantially responsive Tender Offers to determine the Tender Offer that represents the best value to Sarawak Energy.

37. **Tender Price prevails**

The Tender Price as stated in the Form of Tender shall prevail, notwithstanding any discrepancy or arithmetical error in any other parts of the Tender Offer. In case of any discrepancy between amounts stated in words and figures, the amount in words will prevail.

38. Clarification of Tender Offers

To assist in the evaluation, and comparison of Tender Offers, Sarawak Energy may (but is in no way obliged to) request a Tenderer to clarify certain aspects of its Tender Offer.

39. Sarawak Energy's rights

39.1 Sarawak Energy is not obliged to:

- (a) consider or evaluate any Tender Offer;
- (b) award the Contract to the Tenderer submitting the lowest Tender Price; or
- (c) accept any Tender Offer,

and reserves the right to reject or disqualify any Tender Offer, or to cancel the tender process at any time without any obligation or incurring any liability to any Tenderer.

39.2 Sarawak Energy's rights in accordance with Clause 39.1 shall apply at any and all times during the tender process, notwithstanding that any Tenderer(s) may have been notified as a successful or preferred Tenderer.

39.3 Sarawak Energy in its sole and absolute discretion may (but is not obliged to) permit any non-compliance by any Tenderer with any aspect of this tender process without any obligation or incurring any liability to any Tenderer.

39.4 Notwithstanding any other provision of these Instructions to Tenderers to the contrary, Sarawak Energy (and its officers, directors, employees and agents) shall not, under any circumstances, whether as a result of breach of contract, indemnity, tort (including negligence), strict liability or otherwise, be liable to any Tenderer for any loss of profit, loss of revenues, loss of use of equipment, loss of chance or opportunity, loss of contract, cost of capital or for any indirect or consequential loss or damage which may be suffered by the Tenderer, as a result of or in connection with this tender process.

39.5 Sarawak Energy may, in its absolute discretion, impose sanctions against a Tenderer for any failure to comply with any of the requirements of this tender process (including as set out in these Instructions to Tenderers), including the:

- (a) imposition of a penalty or handicap against such Tenderer in relation to this tender process and / or any future procurement exercises of Sarawak Energy; and

- (b) disqualification of such Tenderer from participation in this tender process and / or any future procurement exercises of Sarawak Energy.

K. AWARD OF CONTRACT

40. Contract award

- 40.1 Prior to the expiration of the Tender Validity Period, Sarawak Energy may issue a Letter of Award to the successful Tenderer, which shall specify the terms and conditions on which the successful Tenderer is awarded the Contract for the Works. Sarawak Energy may, in its sole discretion, issue a Letter of Award to more than one Tenderer.
- 40.2 Within seven (7) days (or such later date as Sarawak Energy may in its reasonable discretion require) of receipt of a Letter of Award, the successful Tenderer shall duly execute and sign the acknowledgment to the Letter of Award, and return it to Sarawak Energy.
- 40.3 Until such time as a formal Contract is prepared and executed, the Letter of Award shall constitute a binding contract between Sarawak Energy and the successful Tenderer for the Works on the terms and conditions set out in such Letter of Award.
- 40.4 Failure to execute and sign the acknowledgment of its agreement to the terms and conditions set out in the Letter of Award or the Contract within the timeline set out in these Instructions to Tenderers may result in the Tenderer's disqualification from the tender process (and its pre-existing status as the successful Tenderer being null and void), its Tender Offer being rejected and the Letter of Award being null and void and Sarawak Energy reserves the right to award the tender to alternative Tenderers (including those that Sarawak Energy has notified that their Tender Offer has not been successful), in which case this Clause 40 and Clause 41 shall apply to that Tenderer.

41. Signing of Contract

- 41.1 Following the issuance of the Letter of Award, Sarawak Energy will compile all documents comprising the Contract prior to sending these documents to the successful Tenderer for signature.
- 41.2 Within seven (7) days of receipt of the finalised Contract (or such later date as may be required by Sarawak Energy), the successful Tenderer shall duly execute and sign the Contract and return it to Sarawak Energy.

APPENDIX – FORM OF TENDER SECURITY

Sarawak Energy Berhad (007199-D) ("**Sarawak Energy**") has invited the submission of tender offers for the supply of the [**PHASE TWO TRAVELLING BAND SCREEN OVERHAUL 2019**].

[Insert name of Tenderer or, in the case of a Consortium Tenderer, insert names of all members of the Consortium Tenderer], being a company properly incorporated under the laws of *[insert the place of incorporation of Tenderer, or, in the case of a Consortium Tenderer, insert the place of incorporation of all members of the Consortium Tenderer]* and with its registered office situated at *[insert registered office details of Tenderer, or, in the case of a Consortium Tenderer, insert registered office details of all members of the Consortium Tenderer]* (the "**Tenderer**") has submitted a tender offer, dated *[insert date]*, in connection with the performance of [**PHASE TWO TRAVELLING BAND SCREEN OVERHAUL 2019**], for consideration by Sarawak Energy.

We, *[insert name of Surety]*, being a bank registered and having offices within Malaysia and whose registered office is situated at *[insert registered office details of Surety]* (the "**Surety**") irrevocably and unconditionally bind ourselves to Sarawak Energy under this guarantee (the "**Guarantee**") as follows:

1. We undertake to pay Sarawak Energy, without any objection or proof of condition whatsoever, a sum or sums not exceeding RM*[insert amount]* in aggregate (the "**Secured Sum**").
2. We shall be required to pay to Sarawak Energy the Secured Sum (or such lesser amount as may be demanded by Sarawak Energy) immediately upon receipt of a written demand from Sarawak Energy, addressed to us and sent by hand or by registered post to *[insert address of Surety's notification office within Malaysia]*, stating that, in Sarawak Energy's reasonable discretion, the Tenderer has breached a material obligation, which it has assumed in connection with the tender process.
3. We agree that receipt of the written demand referred to in paragraph 2 shall be conclusive evidence of the amount which we are liable to pay to Sarawak Energy.
4. We agree that our obligations set out in this Guarantee are direct, primary and irrevocable obligations and payment of the Secured Sum shall be made:
 - (a) without any reference to the Tenderer;
 - (b) without any proof or conditions;
 - (c) irrespective of any notice or other instruction, which has been given by the Tenderer to us not to pay the Secured Sum (either in whole or in part) to Sarawak Energy; and

- (d) irrespective of the performance or non-performance of any obligations, by either the Tenderer or Sarawak Energy.
5. We agree that Sarawak Energy shall not be required or obliged to exercise any other right or remedy which it may have, including, without limitation, taking legal action against the Tenderer, before making any demand on this Guarantee.
 6. We agree that payment of any sum or sums by us, in accordance with this Guarantee, shall be made without any set-off, abatement, withholding, deduction or counterclaim whatsoever.
 7. We agree that Sarawak Energy may make any number of demands under this Guarantee.
 8. Other than following the:
 - (a) performance of all of our obligations under this Guarantee; or
 - (b) expiration of this Guarantee, in accordance with paragraph 9,

we shall not be discharged or released from all or any part of our obligations in accordance with this Guarantee, for any reason or cause whatsoever, including, without limitation, as a result of any arrangement between the Tenderer and Sarawak Energy with or without our consent and/or knowledge, by any alteration in the obligations undertaken by the Tenderer or by any forbearance, whether as to payment, time, performance or otherwise.
 9. This Guarantee is a continuing guarantee and shall be valid until [*insert a date that is not less than one hundred and twenty (120) days after the date of expiry of the Tender Validity Period*].
 10. This Guarantee is governed by and shall be constructed in accordance with the laws of Malaysia, as applicable in the State of Sarawak, for the time being in force and the Surety and Sarawak Energy agree to submit to the non-exclusive jurisdiction of the courts of the State of Sarawak, Malaysia.

Dated thisday of 20

This Guarantee is executed as follows.

Signed for and on behalf of [_____]
by its authorised representative in the presence
of:

Signature of authorised representative

Name and designation of authorised
representative

Company stamp

Signature of witness

Name and designation of witness