



***TENDER DOCUMENT
FOR***

**SUPPLY, DELIVERY & INSTALLATION OF
H₂S FILTRATION SYSTEM
FOR MURUM HYDROELECTRIC PLANT**

TENDER REF.: HGS/16/14

Name of Tenderer : _____

From: Hydro Gen Support
HYDROPOWER GENERATION
LEVEL 7, MENARA SARAWAK ENERGY,
NO 1 THE ISTHMUS
93050 KUCHING
SARAWAK

Tel: 082-388388
Fax: 082-338636

Our Reference: HGS/16/14

21 October 2014

To:

BONAFIDE TENDERER

Dear Sir/Madam,

Tender for Supply, Delivery & Installation of H₂S Filtration System for Murum Hydroelectric Plant

You are cordially invited to submit a tender offer for the above works in accordance with the documents attached.

Please refer to Tender Document for the instructions and conditions to tender.

Tenders are to be submitted in sealed plain envelope marked:

1. **"CONFIDENTIAL" – Tender for Supply, Delivery & Installation of H₂S Filtration System for Murum Hydroelectric Plant**
2. **Tender Ref.: HGS/16/14**
3. **"Closing date and time: 12.11.2014 at 3:00 pm"**

addressed to:

The Chief Executive Officer,
Sarawak Energy Berhad,
c/o The Officer-In-Charge,
Tender Box, 8th Floor,
Menara Sarawak Energy,
No. 1, The Isthmus,
93050 Kuching, Sarawak,
Malaysia

or Hand Delivered to:

The Officer-In-Charge
Tender Box, 8th Floor
Sarawak Energy Berhad,
Menara Sarawak Energy,
No. 1, The Isthmus,
93050 Kuching, Sarawak,
Malaysia

and to reach the Tender Box addressed above on or before 12.11.2014 at 3:00 pm.

Yours faithfully,

(Tay Chang Seng)
for CHIEF EXECUTIVE OFFICER

SARAWAK ENERGY BERHAD
(007199-D)

**Supply, Delivery and Installation of H₂S Filtration System
for Murum Hydroelectric Plant**

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**SUPPLY, DELIVERY AND INSTALLATION OF
H₂S FILTRATION SYSTEM FOR
MURUM HYDROELECTRIC PLANT**

TENDER DOCUMENTS:

SARAWAK ENERGY REF. NO. HGS/16/14

PART I – TENDER PROCEDURES

SECTION 1 – 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 Section 2 of Part I of the Tender Documents.

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Tender Particulars			
No.	Clause Reference	Description	Details
1.	Clause 1.1(c)	Closing Date and Time	3:00 pm on 12 November 2014
2.	Clause 1.1(h)	Eligibility Requirements	a) Contractors must be the Original Equipment Manufacturer (OEM) or their authorised distributors.
3.	Clause 1.1(s) and Clause 7	Sarawak Energy's Representative	Name: Wilfred Wong Kam Veng Email: wilfred.wong@sarawakenergy.com.my Tel: 082 388 388 Ext: 8788
4.	Clause 1.1(aa)	Tender Validity Period	The period commencing from the Closing Date and Time and expiring on the date falling ninety (90) days from the Closing Date and Time
5.	Clause 5.1	Clarification of Tender Documents	Tenderers may issue any requests for <i>clarification</i> of the Tender Documents not later than the date falling 7 days prior to the Closing Date and Time
6.	Clause 21.2	Pricing Basis	Fixed Lump Sum
7.	Clause 22.1	Currencies of Tender Offer and payments to be made by Sarawak Energy under the Contract	All deductions and amounts to be paid (including payment of the Contract Price) under and in accordance with the Contract shall be made in Malaysian Ringgit
8.	Clause 26.1	Value of Tender Security	The value of the Tender Security shall be 2% of the Tender Price, to a maximum of RM 100,000.00.
9.	Clause 27.1	Copies of Tender Offer	The Tenderer shall prepare and submit: (a) one (1) original version; and (b) 1 soft copy editable version (in separate CD-ROMS, or such other electronic format as may be acceptable to Sarawak Energy),

Tender Particulars			
			of its Tender Offer
10.	Clause 28.2(b) and Clause 29.1	Address for submission of Tender Offers	<p>For deliveries by post:</p> <p>The Chief Executive Officer Sarawak Energy Berhad Confidential Tender for Supply, Delivery and Installation of H₂S Filtration System for Murum Hydroelectric Plant Ref: HGS/16/14 c/ Tender Box, The Officer-in-Charge PO Box 149 93700 Kuching Sarawak, MALAYSIA</p> <p>For deliveries by hand:</p> <p>The Chief Executive Officer Sarawak Energy Berhad Confidential Tender for Supply, Delivery and Installation of H₂S Filtration System for Murum Hydroelectric Plant Ref: HGS/16/14 c/ Tender Box, The Officer-in-Charge 8th Floor, Menara Sarawak Energy No. 1 The Isthmus 93050 Kuching Sarawak, MALAYSIA</p>

**SUPPLY, DELIVERY AND INSTALLATION OF
H₂S FILTRATION SYSTEM FOR
MURUM HYDROELECTRIC PLANT**

**TENDER DOCUMENTS:
SARAWAK ENERGY REF. NO. HGS/16/14**

PART I – TENDER PROCEDURES

SECTION 2 – 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 Section 1 of Part I 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 (and, for the purposes of these Instructions to Tenderers, the terms "holding company" and "subsidiary" shall have the meaning given to such terms under the Companies Act (and, for the avoidance of doubt, such meanings shall apply regardless of the jurisdiction of incorporation of the relevant 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 19.1;
- (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 19;

- (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 III 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) **"Instructions to Tenderers"** means this document;
- (l) **"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;
- (m) **"Letter of Award"** means, the letter of award issued by Sarawak Energy to the successful Tenderer for the Services;
- (n) **"Local Content"** 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;
- (o) **"Pricing Appendix"** means the document entitled "Tender Appendix B – Price and Payment" set out in Part II of the Tender Documents which sets out the manner in which the Tender Price shall be calculated;
- (p) **"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;

- (q) **"Sarawak Energy"** means Sarawak Energy Berhad (company number 007199-D);
- (r) **"Sarawak Energy Director"** means any director of Sarawak Energy, or any director of an Affiliate of Sarawak Energy;
- (s) **"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;
- (t) **"Services"** means the services to be provided by the successful Tenderer under the Contract;
- (u) **"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;
- (v) **"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;
- (w) **"Tender Offer"** means those documents comprising the formal offer for the provision of the Services 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;
- (x) **"Tender Particulars"** means the tender particulars set out in Part I, Section 1 of the Tender Documents, setting out those matters particular to this tender process;
- (y) **"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;
- (z) **"Tender Security"** means the security required to be submitted by each Tenderer with their Tender Offer;
- (aa) **"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 the these Instructions to Tenderers);
- (bb) **"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;

- (cc) **"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; and
- (dd) **"UPKJ"** means Unit Pendaftaran Kontraktor dan Juruperunding.

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 the 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); and
- (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.

1.3 All correspondence, notices, requests for clarifications or other communications relating to this tender process shall be in writing and sent by courier, personal delivery or by electronic means, with any such correspondence, notices, requests for clarifications or other communications to be deemed to have been effectively given, if:

- (a) sent to an address in the city of despatch, upon the expiry of three (3) days after the day of despatch;
- (b) sent to an address elsewhere within the same country, upon the expiry of seven (7) days after the day of despatch;
- (c) sent to an address which is overseas, upon the expiry of ten (10) days after the day of despatch; or
- (d) delivered by personal delivery or sent by electronic means:
 - (i) if it is delivered or sent by 3:00pm (at the place of receipt), on that day; or
 - (ii) otherwise, on the following day.

- 1.4 Clause 2, Clause 14, Clause 15, Clause 24, Clause 26, Clause 32, Clause 34.3 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 complete the Services.

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 Sarawak Energy does not encourage any deviations to the Form of Contract but may, in its sole discretion, consider accepting minor deviations proposed by Tenderers.
- 3.3 Tenderers proposing any deviations to the Form of Contract shall do so in accordance with the forms set out in Tender Appendix D [*Proposed Minor Deviations to the Form of Contract*].
- 3.4 Each Tenderer shall be deemed to have accepted all documents set out in the Form of Contract to the extent that it has not proposed any deviations in accordance with the forms set out in Tender Appendix D [*Proposed Minor Deviations to the Form of Contract*].
- 3.5 All documents comprising the Tender Offer shall be prepared in accordance with the forms and appendices provided as part of the Tender Documents in sufficient detail to demonstrate the Tenderer's ability to meet Sarawak Energy's requirements for the Services.

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 19.3; 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. Clarification of Tender Documents

- 5.1 Any Tenderer requiring clarification of any matter set out in the Tender Documents shall notify Sarawak Energy's Representative in writing on or prior to the date set out in the Tender Particulars.
- 5.2 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).

6. Issuing of addendum

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

7. 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 7 may result in a Tenderer being disqualified from this tender process or its Tender Offer being rejected).

8. Subcontracting

8.1 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 Services.

8.2 Without in any way limiting Clause 8.1, if a Tenderer is selected as the successful Tenderer by Sarawak Energy, it shall not, under any circumstances, subcontract any part of the Services without the prior written consent of Sarawak Energy (which may be withheld in its absolute discretion or be given subject to any conditions which it determines necessary in the circumstances).

C. HEALTH, SAFETY AND ENVIRONMENT

9. Health, Safety and Environment

9.1 Tenderers acknowledge that they shall be required, during the provision of the Services, 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 Services 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

9.2 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 the provision of the Services.

D. LOCAL CONTENT

10. Support for Local Content

10.1 Each Tender Offer shall be prepared on a basis that seeks to maximise the opportunity for the participation of Local Content in the provision of the Services and promotes the opportunity for knowledge transfer.

- 10.2 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 Content in the provision of the Services.
- 10.3 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 Content in the provision of the Services are complied with.
- 10.4 The successful Tenderer's commitments relating to the levels of participation of Local Content 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 provision of the Services.
- 10.5 For the purposes of this Clause 10:
- (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 Services that are purportedly to be provided through the use of Local Content but are subsequently further subcontracted to entities that do not constitute Local Content,
- shall not be recognised or attributed by Sarawak Energy towards fulfilling the committed levels of participation of Local Content.

E. CORPORATE SOCIAL RESPONSIBILITY

11. Corporate social responsibility initiatives

- 11.1 Tender Offers that display a commitment to high standards of corporate social responsibility, through good corporate citizenship, will be viewed favourably by Sarawak Energy during the tender evaluation process.
- 11.2 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.

- 11.3 In setting out details of its corporate social responsibility initiatives as part of its Tender Offer, Tenderers shall also align with the relevant topics set out in the International Hydropower Association (IHA) Sustainability Assessment Protocol.

F. REQUIREMENTS OF TENDERERS

12. Scope of Tender Offer

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

13. Eligibility to tender

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

14. Confidentiality obligations

- 14.1 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.

- 14.2 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.

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

15. Corrupt practices

- 15.1 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 provision of the Services.

- 15.2 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.

G. PREPARATION OF TENDER OFFER

16. 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.

17. Language

Any notice given under or in connection with the Tender Documents and the tender process shall be in English.

18. Governing law and jurisdiction

- 18.1 The Tender Documents and this tender process are governed by the laws of Malaysia, as applicable in Sarawak.
- 18.2 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.

19. Corporate Authorisation

- 19.1 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.
- 19.2 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.

19.3 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 19.1.

20. Tender Price inclusive of all Taxes

Unless otherwise set out in the Form of Contract, the Tender Price submitted by each Tenderer shall be required to be inclusive of all Taxes which may be imposed by any Government Authority.

21. Tender Price

21.1 The Tender Price shall be calculated by reference to the matters set out in the Pricing Appendix and include any Disbursements (if any).

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

22. Currencies and cost fluctuations

22.1 The Tender Price and all rates and the prices set out in the Pricing Appendix shall be quoted by the Tenderer in Ringgit unless otherwise set out in the Tender Particulars.

22.2 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.

23. Tender Validity Period

23.1 A Tender Offer shall expressly specify that it shall remain open and valid for the Tender Validity Period.

23.2 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.

24. Conflict of interest

24.1 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.

24.2 For the purposes of Clause 24.1, a conflict of interest situation may include circumstances where the Tenderer (or any of its members) may influence the procurement process in relation to the Services or where the Tenderer is aware that any of its members, shareholders or any of its Affiliates intends to participate in this tender process or submit a Tender Offer together with any other Tenderer.

24.3 If no conflicts of interest as set out in Clause 24.1 exist, the Tender Offer shall include a declaration (in the prescribed form set out in Part II, Section 2 of the Tender Documents) confirming this fact.

24.4 A failure by a Tenderer to adhere to the requirements of this Clause 24 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.

25. **Persons connected with a director of Sarawak Energy or Key Employee**

25.1 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 of the following circumstances that may exist or arise in relation to this tender process:

- (a) if the Tenderer or any Related Party is connected with any Sarawak Energy Director, in accordance with Section 122A of the Companies Act;
- (b) if any Sarawak Energy Director is a Related Party to a Tenderer;
- (c) if the Tenderer or any Related Party is a member of any Key Employee's family (which shall include such Key Employee's spouse, parent, child (including adopted child and stepchild), brother, sister and the spouse of such Key Employee's child, brother or sister) or is in any business relationship with any Key Employee; or
- (d) if to the best of the Tenderer's knowledge and belief, having made all reasonable enquiries, there is any other circumstance that may cause any Sarawak Energy Director or any Key Employee to have an actual or potential interest in the proposed Contract (within the meaning of the Companies Act or otherwise).

25.2 If none of the circumstances as set out in Clause 25.1 exist, the Tender Offer shall include a declaration (in the prescribed form set out in Part II, Section 2 of the Tender Documents) confirming this fact.

25.3 A failure by a Tenderer to adhere to the requirements of this Clause 25 may, in Sarawak Energy's sole and absolute discretion, result in a Tenderer being disqualified from this tender process or its Tender Offer being rejected.

26. **Tender Security**

26.1 A Tender Offer shall be accompanied by a Tender Security issued to Sarawak Energy on the date the Tender Offer is submitted if required by the Tender Particulars.

26.2 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).

26.3 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 acknowledge a Letter of Award validly issued to them in accordance with Clause 33;
 - (ii) to sign the Contract in accordance with Clause 34; or
 - (iii) furnish any required performance security in accordance with the Contract; or
 - (iv) in Sarawak Energy's reasonable opinion, the Tenderer has in any other way breached a material aspect of this tender process.

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

26.5 The Tenderer shall have the right to refuse to grant an extension, in accordance with Clause 26.4, 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.

26.6 In circumstances where the Tender Security includes an expiry date, such expiry date shall be not earlier than one hundred and twenty (120) days after the date of expiry of the Tender Validity Period.

H. SUBMISSION AND OPENING OF TENDER OFFERS

27. Format and signing of Tender Offer

- 27.1 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 (and soft copies of certain Tender Documents may also be required, as set out in the Tender Particulars).
- 27.2 The Tender Offer shall be in writing and be signed by the Authorised Signatory.

28. Sealing and marking of Tender Offers

- 28.1 The Tenderer shall prepare and enclose the original and the photocopy of its Tender Offer in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY" and the envelopes containing the original and the copies shall then be secured as one package.
- 28.2 The envelopes 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:

**SUPPLY, DELIVERY AND INSTALLATION OF H₂S FILTRATION SYSTEM FOR
MURUM HYDROELECTRIC PLANT
TENDER DOCUMENTS
(SARAWAK ENERGY REF. No. HGS/16/14)**

29. Closing Date and Time

- 29.1 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.

29.2 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.

I. EVALUATION OF TENDER OFFERS

30. 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 capability, capacity and experience of the Tenderer (including manpower);
 - (iii) the Tenderer's proposed Services methodology;
 - (iv) the Tender Price and the rates and prices set out in the Pricing Appendix;
 - (v) the Tenderer's proposed support for Local Content;
 - (vi) health, safety and environment standards;
 - (vii) corporate social responsibility and Local Content;
 - (viii) all other information required to be submitted by the Tenderer as part of its Tender Offer; and
 - (ix) 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.

31. 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.

32. Sarawak Energy's rights

32.1 Sarawak Energy is not obliged to:

- (a) consider or evaluate any Tender Offer; or

- (b) award the Contract to the Tenderer submitting the lowest Tender Price or accept any Tender Offer,

and reserves the right to accept, 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.

- 32.2 Sarawak Energy's rights in accordance with Clause 32.1 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.
- 32.3 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.
- 32.4 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.
- 32.5 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;
 - (b) disqualification of such Tenderer from participation in this tender process and / or any future procurement exercises of Sarawak Energy.

J. AWARD OF CONTRACT

33. Contract award

- 33.1 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 Services.
- 33.2 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.
- 33.3 Until such time as a formal Contract is prepared and executed, the Letter of Award (regardless of whether or not acknowledged by the successful Tenderer) shall constitute a binding contract between Sarawak Energy and the successful Tenderer for the Services on the terms and conditions set out in such Letter of Award.

34. Signing of Contract

- 34.1 Following the issuance of the Letter of Award, Sarawak Energy may compile all documents comprising the Contract prior to sending these documents to the successful Tenderer for signature.
- 34.2 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.
- 34.3 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 Clause 33 and this Clause 34 shall apply to that Tenderer.

APPENDIX – FORM OF TENDER SECURITY

Sarawak Energy Berhad (007199-D) ("**Sarawak Energy**") has invited the submission of tender offers for the Supply, Delivery and Installation of H₂S Filtration System for Murum Hydroelectric Plant.

[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 *[insert name of project]*, 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 ("**Guarantee**") as follows:

35. 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**").
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. We agree that Sarawak Energy may make any number of demands under this Guarantee.
42. 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.
43. 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]*.
44. 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 **[INSERT NAME OF THE SURETY]** by its authorised representative in the presence of:

.....
Signature of authorised representative

.....
Name of authorised representative

.....
Designation of authorised representative

.....
Signature of witness

.....
Name of witness

.....
Designation of witness

**SUPPLY, DELIVERY AND INSTALLATION OF
H₂S FILTRATION SYSTEM FOR
MURUM HYDROELECTRIC PLANT**

**TENDER DOCUMENT:
SARAWAK ENERGY REF. NO. HGS/16/14**

PART II – INFORMATION TO BE INCLUDED WITH TENDER OFFER

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**SUPPLY, DELIVERY AND INSTALLATION OF
H₂S FILTRATION SYSTEM FOR
MURUM HYDROELECTRIC PLANT**

**TENDER DOCUMENT:
SARAWAK ENERGY REF. NO. HGS/16/14**

PART II – INFORMATION TO BE INCLUDED WITH TENDER OFFER

SECTION 1 – FORM OF TENDER

This Section is to be completed, signed and submitted by each Tenderer and sets out the basis of its Tender Offer (supported by all other information required to be submitted by the Tenderer).

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FORM OF TENDER

Date: _____

The Chief Executive Officer
Sarawak Energy Berhad
Menara Sarawak Energy
No. 1, The Isthmus
93050 Kuching
Sarawak, Malaysia

Dear Sir,

I, the undersigned, acting as the Authorised Signatory of _____
(the "**Tenderer**") confirm that I have received and examined all tender documentation for the performance of Supply, Delivery and Installation of H₂S Filtration System for Murum Hydroelectric Plant (Sarawak Energy Ref. No.: HGS/16/14), including any addenda, clarification letters, notices or communications issued by Sarawak Energy relating to the Services from time to time (collectively, the "**Tender Documents**").

I confirm that I have examined, understood and checked the contents of the Tender Documents on behalf of the Tenderer and have ascertained and am satisfied that the Services are able to be performed in the manner and within the timeframes prescribed in the Tender Documents.

Accordingly, I submit a firm, irrevocable and binding Tender Offer, on behalf of the Tenderer, to carry out the whole of the Services required in accordance with all matters set out in the Tender Offer and the Tender Documents, for the Tender Price of

_____ (RM _____)
calculated in accordance with Tender Appendix B [*Price and Payment*], which has been submitted as part of the Tender Offer.

I also confirm, on behalf of the Tenderer, that:

- (a) the Tenderer has complied (and shall continue to comply) with the requirements, terms and conditions set out in the Tender Documents;
- (b) all information contained in the Tender Offer is complete and accurate;
- (c) the Tender Offer shall remain binding (including in the case of a Consortium Tenderer, on each member on a joint and several basis), open and valid for acceptance by Sarawak Energy at any time during the Tender Validity Period;

- (d) other than as expressly permitted by the Tender Documents, neither the Tenderer, nor any of its members (in respect of a Consortium Tenderer), shareholders or Affiliates are participating in this tender process or submitting a Tender Offer together with any other Tenderer;
- (e) in the event that a Letter of Award is issued by Sarawak Energy to the Tenderer, the Tenderer (and each member, in the case of a Consortium Tenderer) will execute and return the signed acknowledgement of the Letter of Award and the Contract with Sarawak Energy in accordance with the requirements of, and within the time periods stipulated in, the Tender Documents;
- (f) until such time as a the Contract has been executed, the Tenderer agrees that the Letter of Award will constitute a binding contract between the Tenderer and Sarawak Energy, on the terms and conditions set out in the Letter of Award;
- (g) the Tenderer acknowledges and understands the rights of Sarawak Energy, which are set out in the Tender Documents, and unconditionally agrees to waive any right, which the Tenderer may have, to oppose or contest the exercise of any such rights by Sarawak Energy;
- (h) the Tenderer will, without limitation to its obligation to comply with the confidentiality obligations set out in the Tender Documents and / or any obligations assumed by the Tenderer under any confidentiality agreement executed by the Tenderer in connection with this tender process, keep the Tender Documents and any other information which the Tenderer has received or become privy to, in connection with this tender process, confidential (and will not disclose or otherwise deal with such information for any purpose other than preparing the Tender Offer); and

Unless the context otherwise requires, all capitalised terms in this letter and the Tender Offer shall have the meaning assigned to them in the Tender Documents.

Signed: _____

Designation: _____

On behalf of: _____

Address: _____

Tel/Fax: _____

Date: _____

Witness by: _____

**TENDER FOR SUPPLY, DELIVERY AND INSTALLATION OF
H₂S FILTRATION SYSTEM OF
MURUM HYDROELECTRIC PLANT**

**TENDER DOCUMENTS:
SARAWAK ENERGY REF. NO. HGS/16/14**

PART II – INFORMATION TO BE INCLUDED WITH TENDER OFFER

SECTION 2 – TENDER APPENDICES

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Introduction

This Section sets out the various information to be submitted by the Tenderer, for Sarawak Energy's evaluation and review, and which forms the basis on which the Tender Offer is made.

For the successful Tenderer, some of the information, which is submitted by the Tenderer in accordance with this Section, may ultimately be extracted by Sarawak Energy from the Tender Offer, for inclusion in the Contract.

The extent to which information will be extracted from the Tender Offer, for inclusion in the Contract, will depend on the context in which the information was submitted and whether Sarawak Energy is agreeable to its inclusion in the Contract.

All other information, submitted by the Tenderer as part of its Tender Offer and which is not ultimately extracted by Sarawak Energy for inclusion in the Contract:

- (a) has been requested by / required to be submitted to Sarawak Energy, in order to assist Sarawak Energy with its evaluation of the Tender Offer only; and
- (b) does not form part of the Contract.

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Tender Appendix A - Scope of Services

Preamble:

The Tenderer shall prepare and submit, as part of its Tender Offer, any minor deviations which the Tenderer wishes to propose to Appendix A [*Scope of Services*] to the Conditions of Contract.

To the extent that no deviations are proposed to the description of the Services set out in Appendix A [*Scope of Services*] to the Conditions of Contract, then the Tenderer will be deemed to have accepted this description of the Services without any further amendment.

As part of the post-tender clarification process, Sarawak Energy and the successful Tenderer shall discuss any minor deviations, which have been proposed by the successful Tenderer, which shall be incorporated, once accepted and agreed by Sarawak Energy, into Appendix A [*Scope of Services*].

Submission Requirements:

Any minor deviations, which the Tenderer wishes to propose to Appendix A [*Scope of Services*] to the Conditions of Contract shall be submitted in the following form:

No.	Proposed deviation	Detailed reasons setting out why proposed deviation is required / necessary
1.		
2.		
3.		
4.		

Tender Appendix A - Scope of Services (cont.)

BACKGROUND

The tender is intended to overcome the Hydrogen Sulphide (H_2S) issue that is caustic to materials such as copper, silver etc., which are largely found in electrical and electronic systems. The H_2S gas is released via the tailrace water of the hydro turbine system and spread in the atmosphere. Corrosion to the copper and silver will happen upon contact with the said gas.

The proposed system must be able to stop/isolate the corrosive H_2S gases from designated rooms/areas and further damage to the electrical/electronic system in Murum Hydroelectric Plant.

The Tenderer is invited to submit a tender offer for a H_2S filtration system and its installation works, including mechanical and electrical works.

SCOPE

A) MECHANICAL WORK

The extent of works shall include and not limited to the following as shown in the accompanying drawings (MURUM/ H_2S /01-10):

- i) Supply, delivery, installation, testing, balancing and perfect operation of the complete Multi Stage Air Filtration System complete with chemical filter, particle filter, duct work and other related accessories,
- ii) Supply, delivery, installation, testing and perfect operation of the complete recirculation units complete with chemical filter, particle filter and other related accessories,
- iii) Supply, delivery, installation, testing and perfect operation of the complete wall mounted split type air conditioning unit units complete with refrigerant pipes, drain pipes, insulation, trunking and other related accessories
- iv) Supply, delivery, installation H_2S Detecting Unit and Reading Unit,
- v) Patching up work to any related opening

B) ELECTRICAL WORK

The Tenderer shall supply and install all electrical works necessary for the proper functioning of all systems and items of equipment.

Wherever applicable, all electrical works, material and equipment shall comply with the requirements of the most recent revisions of the regulations promulgated by:

- (a) Sarawak Electricity Supply Corporation (SESCO)
- (b) The Institute of Electrical and Electronics Engineers (IEEE)
- (c) The British Standard Institution (BSI)
- (d) Jabatan Perkhidmatan Bomba

All items of equipment shall be of first grade with regards to design, manufacture and safety. Uniformity of type and manufacturer of switch gear, controls, fittings and accessories shall be maintained throughout the whole of the installation.

The control circuits of a system shall be connected to the same phase but as far as possible, the electrical loads shall be balanced between the three phases of supply.

C) PARTITION ENCLOSURE SYSTEM

Supply, delivery, installation partition system to content and complete isolated electrical/control panels from outside air which contain H₂S. The proposed partition system shall be half dry wall partition with half temper glass windows panels. All proposed material shall be fire rated, including material for the ceiling. All doors for the partition system shall be sliding type. The partition system shall have proper sealing system that will be able to totally isolate the panel from outside air and also complete with LED lighting.

D) SIZING CALCULATION AND DRAWING

The Tenderer shall submit design calculation for the air filtration system, wall mounted split unit air conditioning unit, electrical services and etc. along with the submission of the tender offer. Related catalogues should also be included for tender evaluation process. Design/shop drawing shall also be submitted before execution of all work.

E) PRIORITY WORKS

Under this tender priority works have been identified as following:

- i) For Main Power House, to proceed first with the Multi Stage Filtration system complete with ducting works, electrical wiring work and other related works at elevation 239.0 (refer Part 2, Section II, Tender Appendix B - Main Power House item 2(c))
- ii) Partition works, recirculation unit, wall mounted split type air conditioning unit, electrical works and other related works at elevation 232.9 (refer to Part 2, Section II, Tender Appendix B - Main Power House item 1(a) – (f))

F) ADVANTAGES

Advantages shall be given to tender that able to fulfill the following condition:

- i) Fast delivery,
- ii) Partial delivery of all the equipment to the Priority Works mentioned-above

FEES

The Tenderer shall provide a quotation for undertaking the required Services covered under this Contract, by completing Part 2, Section II, Tender Appendix B. Sarawak Energy reserves the right to accept the tender in whole or in part

LIST OF TENDER DRAWINGS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DRAWING NO.</u>
1.0	MAIN POWERHOUSE LAYOUT PLAN 1/2 (EL 247.5)	MURUM/H2S/01
2.0	MAIN POWERHOUSE LAYOUT PLAN 2/2 (EL 247.5)	MURUM/H2S/02
3.0	MAIN POWERHOUSE LAYOUT PLAN (EL 239.0)	MURUM/H2S/03
4.0	MAIN POWERHOUSE LAYOUT PLAN (EL 232.30)	MURUM/H2S/04
5.0	GIS LAYOUT PLAN (FIRST AND SECOND FLOOR)	MURUM/H2S/05
6.0	GIS LAYOUT PLAN (THIRD AND FOURTH FLOOR)	MURUM/H2S/06
7.0	ECOLOGICAL POWERSTATION LAYOUT PLAN (EL 418.05)	MURUM/H2S/07
8.0	ECOLOGICAL POWERSTATION LAYOUT PLAN (EL 423.03 & EL 426.53)	MURUM/H2S/08
9.0	PROPOSED PARTITION SYSTEM FOR CONTROL PANEL (NOTE B)	MURUM/H2S/09
10.0	PROPOSED PARTITION SYSTEM FOR CONTROL PANEL (NOTE C)	MURUM/H2S/10

Tender Appendix B – Price and Payment**Preamble:**

The Tenderer shall prepare and submit, as part of its Tender Offer, a contract price schedule, the amount of price applicable to its provision of the Services (inclusive of all taxes), which sets out the basis on which the Tender Price is calculated.

As part of the post-tender clarification process, Sarawak Energy and the successful Tenderer shall discuss the contract price schedule submitted by the successful Tenderer, which shall be incorporated, once accepted and agreed by Sarawak Energy, into Appendix B [*Price and Payment*].

Tender Appendix B – Price and Payment (cont)

Tenderer's Submission:

The Tenderer's contract price schedule shall be submitted in the following form:

N o.	Description of Work	Unit	Qty.	Unit Rate (RM)	Amount (RM)
1)	Main Power House - Operating Floor (EL232.3) (Refer to Drawing MURUM/H2S/04)				
	a. LCU Panel Unit #1 and #2				
i.	Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
ii.	Partition system to content electrical/control panel to fire rated dry wall partition system c/w fire rated ceiling, tempered glass window panels, sliding doors, air tight sealing, epoxy painting, LED lighting and other related works.	lot	1		
iii.	Wall mounted Split type air conditioning unit c/w insulation, refrigerant pipe, condensate drain pipe, change over panel and other related works.	Nos.	2		
	b. LCU Panel Unit #3 and #4				
i.	Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
ii.	Partition system to content electrical/control panel to fire rated dry wall partition system c/w fire rated ceiling, tempered glass window panels, sliding doors, air tight sealing, epoxy painting, LED lighting and other related works.	lot	1		
iii.	Wall mounted Split type air conditioning unit c/w insulation, refrigerant pipe, condensate drain pipe, change over panel and other related works	Nos.	2		
	Sub Total to carry forward				

Part II, Section 2 – Tender Appendices

N o.	Description of Work	Unit	Qty.	Unit Rate (RM)	Amount (RM)
	Sub Total bring forward				
	c. Excitation Panel Unit #1				
i.	Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
ii.	Partition system to content electrical/control panel to fire rated dry wall partition system c/w fire rated ceiling, tempered glass window panels, sliding doors, air tight sealing, epoxy painting, LED lighting and other related works.	lot	1		
iii.	Wall mounted Split type air conditioning unit c/w insulation, refrigerant pipe, condensate drain pipe, change over panel and other related works	Nos.	2		
	d. Excitation Panel Unit #2				
i.	Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
ii.	Partition system to content electrical/control panel to fire rated dry wall partition system c/w fire rated ceiling, tempered glass window panels, sliding doors, air tight sealing, epoxy painting, LED lighting and other related works.	lot	1		
iii.	Wall mounted Split type air conditioning unit c/w insulation, refrigerant pipe, condensate drain pipe, change over panel and other related works	Nos.	2		
	e. Excitation Panel Unit #3				
i.	Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
ii.	Partition system to content electrical/control panel to fire rated dry wall partition system c/w fire rated ceiling, tempered glass window panels, sliding doors, air tight sealing, epoxy painting, LED lighting and other related works.	lot	1		
iii.	Wall mounted Split type air conditioning unit c/w insulation, refrigerant pipe, condensate drain pipe, change over panel and other related works	Nos.	2		
	Sub Total to carry forward				

Part II, Section 2 – Tender Appendices

N o.	Description of Work	Unit	Qty.	Unit Rate (RM)	Amount (RM)
		Sub Total bring forward			
	f. Excitation Panel Unit #4				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
	ii. Partition system to content electrical/control panel to fire rated dry wall partition system c/w fire rated ceiling, tempered glass window panels, sliding doors, air tight sealing, epoxy painting, LED lighting and other related works.	lot	1		
	iii. Wall mounted Split type air conditioning unit c/w insulation, refrigerant pipe, condensate drain pipe, change over panel and other related works	Nos.	2		
	g. Station Service Electrical Equipment Room				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	8		
	2) Main Power House - Auxiliary Area (EL239.0) (Refer to Drawing MURUM/H2S/03)				
	a. Station Transformer/PT cabinet Area				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	8		
	b. Comm. Service Control Room				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	2		
		Sub Total to carry forward			

No.	Description of Work	Unit	Qty.	Unit Rate (RM)	Amount (RM)
	Sub Total bring forward				
c.	Ventilation Room				
i.	Multi Stage Air Filtration system to double walled, G.I. AHU grade c/w chemical filter, particle filter & pressure gauge c/w belt driven backward-curve centrifugal blower and high integrity sealing system.	Nos.	2		
ii.	Ducting to weather proof c/w proper support/hanger and other related works that required modification and connect to the existing ventilation system to the proposed new Multi Stage Air Filtration system.	lot	1		
3)	Main Power House - Central Control Room Level (EL247.5) (Refer to Drawing MURUM/H2S/01 and MURUM/H2S/02)				
a.	Communication Power Supply Room				
i.	Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
b.	Communication Room				
i.	Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
c.	UPS Room				
i.	Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
d.	Computer Room				
i.	Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
	Sub Total to carry forward				

No.	Description of Work	Unit	Qty.	Unit Rate (RM)	Amount (RM)
	Sub Total bring forward				
e	Work Station Room				
i	Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
f	Central Control Room				
i	Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	3		
4)	H2S Detecting Unit And Reading Unit				
i.	Supply and install H2S detection unit	Nos.	10		
ii.	Supply reading unit	Nos.	5		
5)	Electrical work				
i.	Supply, delivery, install and testing of all electrical works included wiring, trunking, conduit, weather proof panel and other related works necessary for the proper functioning of all systems and items of equipment	lot	1		
6)	Architectural work				
i.	Patching and sealing work to the existing opening to ensure complete conceal from outside air.	lot	1		
7)	Testing and Commission	lot	1		
8)	Drawings O&M manual. softcopy and etc.	lot	1		
9)	Painting and labelling	lot	1		
10)	Any other work not specified above:	lot	1		
i)					
ii)					
Total For Main Power House to bring forward to Summary Of Tender					

2) For GIS (Gas Insulated Switchgear) (Refer to Drawing MURUM/H2S/05-06)

No.	Description of Work	Unit	Qty.	Unit Rate (RM)	Amount (RM)
1)	GIS - First Floor (EL239.14)				
	a. GIS Switch Yard				
	i. Multi Stage Air Filtration system to double walled, G.I. AHU grade c/w chemical filter, particle filter & pressure gauge c/w belt driven backward-curve centrifugal blower and high integrity sealing system.	Nos.	3		
	ii. Ducting to weather proof c/w proper support/hanger and other related works	lot	1		
2)	GIS -Second Floor (EL242.3)				
	a. Switchyard Protection Room				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	2		
3)	GIS - Third Floor (EL245.9)				
	a. Communication & Scada Room				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	2		
	b. Tariff Metering Room 1				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
	c. Tariff Metering Room2				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
	d. System Communication Accumulator Room				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
	Sub Total to carry forward				

No.	Description of Work	Unit	Qty.	Unit Rate (RM)	Amount (RM)
	Sub Total bring forward				
4)	GIS - Fourth Floor (EL249.5)				
	a. Electrical Spare Parts Room				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
	b. Test Room/Electrical Maintenance Room				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	1		
5)	H2S Detecting Unit And Reading Unit				
	i. Supply and install H2S detection unit	Nos.	8		
6)	Electrical work				
	i. Supply, delivery, install and testing of all electrical works included wiring, trunking, conduit, weather proof panel and other related works necessary for the proper functioning of all systems and items of equipment	lot	1		
7)	Architectural work				
	i. Patching and sealing work to the existing opening to ensure complete conceal from outside air.	lot	1		
8)	Testing and Commission	lot	1		
9)	Drawings O&M manual. softcopy and etc.	lot	1		
10)	Painting and labelling	lot	1		
11)	Any other work not specified above:	lot	1		
	i)				
	ii)				
	iii)				
Total For GIS to bring forward to Summary Of Tender					

3) For EPS (Ecological Power Station)

No.	Description of Work	Unit	Qty.	Unit Rate (RM)	Amount (RM)
1)	EPS - Machine Hall Area (EL418.00)				
	a. Machine Hall				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	6		
2)	EPS - First Floor (EL423.03)				
	a. Switchyard Protection Room				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	3		
3)	EPS - Secondary Equipment For Auxiliary Unit Floor				
	a. Secondary Equipment For Auxiliary Unit Room				
	i. Recirculation Unit to double walled, G.I. c/w one (1) direct drive centrifugal EC fan (single phase), chemical filter, particle filter, pressure gauge & speed controller c/w High Integrity Sealing System.	Nos.	3		
	ii. Multi Stage Air Filtration system to double walled, G.I. AHU grade c/w chemical filter, particle filter & pressure gauge c/w belt driven backward-curve centrifugal blower and high integrity sealing system.	Nos.	2		
	iii. Ducting to weather proof c/w proper support/hanger and other related works that required modification and connect to the existing ventilation system to the proposed new Multi Stage Air Filtration system.	lot	1		
4)	H2S Detecting Unit And Reading Unit				
	i. Supply and install H2S detection unit	Nos.	3		
	ii. Supply reading unit	Nos.	2		
5)	Electrical work				
	i. Supply, delivery, install and testing of all electrical works included wiring, trunking, conduit, weather proof panel and other related works necessary for the proper functioning of all systems and items of equipment	lot	1		
	Sub Total to carry forward				

Part II, Section 2 – Tender Appendices

No.	Description of Work	Unit	Qty.	Unit Rate (RM)	Amount (RM)
		Sub Total bring forward			
6)	Architectural work				
	i. Patching and sealing work to the existing opening to ensure complete conceal from outside air.	lot	1		
7)	Testing and Commission	lot	1		
8)	Drawings O&M manual. softcopy and etc.	lot	1		
9)	Painting and labelling	lot	1		
10)	Any other work not specified above:	lot	1		
	i)				
	ii)				
	iii)				
Total For EPS to bring forward to Summary Of Tender					

Summary of Tender

The Tender Sum quoted below is a lump sum for the satisfactory supply, installation, testing and commissioning of all the works specified in the tender documents and drawings, irrespective of whether such works are specifically itemised in the detailed breakdown of the Tender Sum. If the Contractor leaves any item blank or inserts only a dash against any item, the value thereof shall be deemed to be included in the prices of other items therein.

Item	Description	Amount (RM)
1	Main Power House	
2	GIS	
3	EPS	
Total for SUPPLY, DELIVERY AND INSTALLATION OF H₂S FILTRATION SYSTEM FOR MURUM HYDROELECTRIC PLANT carry forward to Form of Tender in Part II, Section 1		

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Tender Appendix C – Methodology for the Services

Preamble:

The Tenderer shall prepare and submit, as part of its Tender Offer, a description of its proposed methodology for the provision of the Services, based upon the information set out in the Tender Documents.

As part of the post-tender clarification process, Sarawak Energy and the successful Tenderer shall discuss the information which has been provided by the successful Tenderer in this Tender Appendix C [*Methodology for the Services*] which may be incorporated, once accepted and agreed by Sarawak Energy, into the Contract.

Submission Requirements:

The description of proposed methodology for the provision of the Services shall include, as a minimum:

- (a) a detailed description of the proposed methodology for the provision of the Services; and
- (b) an organisational chart, including details of all:
 - (i) management personnel responsible for the administration of the relationship with Sarawak Energy; and
 - (iii) other personnel, who will be responsible for the provision of the Services; and
- (c) details of any proposed Subcontractors, including their names, a brief description of their relevant experience and the portion and description of the Services which a Tenderer intends to subcontract to each Subcontractor.

Tenderer's Submission:

[to be completed by the Tenderer]

Tender Appendix C.1 – Proposed Installation Team

Preamble:

The Tenderer shall prepare and submit, as part of its Tender Offer, a list of the proposed installation team for the installation onsite, based upon the information set out in the Tender Documents. Giving this list does not relieve the Contractor of any responsibility in providing suitably qualified and experienced personnel for the proper supervision and timely execution and completion of the Services.

Tenderer's Submission:

Position	Name	Nationality	Age	Qualification	Years of Experience

Tender Appendix D– Work Programme Chart**Preamble:**

The Tenderer shall prepare and submit, as part of its Tender Offer, the estimated time required to complete each part of the Services.

As part of the post-tender clarification process, Sarawak Energy and the successful Tenderer shall discuss the information, which have been proposed by the successful Tenderer, which shall be incorporated, once accepted and agreed by Sarawak Energy, into Appendix E

Tenderer's Submission:

[to be completed by the Tenderer]

Tender Appendix E – Proposed Minor Deviations to the Form of Contract

Preamble:

The Tenderer shall prepare and submit, as part of its Tender Offer, any minor deviations to the Form of Contract.

To the extent that a proposed deviation may be withdrawn, if a price adjustment is accepted / agreed to by Sarawak Energy, the Tenderer shall also state the extent of that price adjustment.

As part of the post-tender clarification process, Sarawak Energy and the successful Tenderer shall discuss any minor deviations, which have been proposed by the successful Tenderer, which shall be incorporated, once accepted and agreed by Sarawak Energy, into the Contract.

Submission Requirements:

The Tenderer's list of minor deviations shall be submitted in the following form:

No.	Document and Clause / Section number	Item	Proposed deviation	Reasons for proposed deviation	Price adjustment if deviation is withdrawn
1.					

Tenderer's Submission:

[to be completed by the Tenderer]

Tender Appendix E – Corporate Information Schedules

Schedule 1 Tenderer General Information

Tenderers shall, subject to the notes set out below, complete the following schedule:

Schedule 1 – Tenderer General Information	
1.	Tenderer's/lead member's full legal name:
2.	Tenderer's/lead member's registered address:
3.	Tenderer's/lead member's corporate/business registration number/details:
4.	Tenderer's/lead member's date of incorporation:
5.	Tenderer's/lead member's jurisdiction of incorporation:
6.	Authorised Signatory – name and designation: Full name: Designation:
7.	Tenderer's/lead member's representative – name, designation and contact details for correspondence: Full name: Designation: Address: Telephone: Fax: E-mail:
8.	Details for each director of the Tenderer/lead member:
8.1	Full name: Occupation: Other directorships:
8.2	Full name: Occupation: Other directorships:

Schedule 1 – Tenderer General Information		
8.3	Full name:	
	Occupation:	
	Other directorships:	
9.	Certified copies of the following original documents are attached:	
(a)	<input type="checkbox"/> Evidence of incorporation and registration details of the Tenderer referred to in items 3, 4 and 5.	
(b)	<input type="checkbox"/> In case of single entity Tenderer, a Corporate Authorisation identifying and authorising the Authorised Signatory referred to in item 6 to do all acts and things, and to execute and deliver any and all documents on behalf of the Tenderer, in connection with this tender process, including the Tender Offer.	
(c)	<input type="checkbox"/> Documentary evidence of the Tenderer's satisfaction of the Eligibility Requirements, which is valid for the term of this tender process.	
(d)	<input type="checkbox"/> In case of a Tenderer that is a Malaysian company, a completed Form 49 (<i>Return Giving Particulars In Registers Of Directors, Managers and Secretaries and Change of Particulars</i>) pursuant to Section 141(6) of the <i>Companies Act 1965</i> .	
(e)	<input type="checkbox"/> In case of a non-Malaysian Tenderer, documentary evidence containing a list of the entity's directors and managers.	

Notes:

- (a) Schedule 1 shall be completed by all Tenderers, but for Consortium Tenderers, Schedule 1 shall be completed and submitted by the lead member of the Consortium Tenderer only.
- (b) Item 8 of Schedule 1 shall be completed only where the Tenderer (or in the case of a Consortium Tenderer, the lead member) is not a Malaysian company. Where the Tenderer (or in the case of a Consortium Tenderer, the lead member) is a Malaysian company, information in relation to directors will be set out in Form 49 (*Return Giving Particulars In Registers Of Directors, Managers and Secretaries and Change of Particulars*), to be completed by Malaysian companies pursuant to Section 141(6) of the *Companies Act 1965*.

Schedule 2 Conflict of Interest Declaration

Tenderers shall provide a duly completed declaration, in the form set out in the following Schedule:

Schedule 2 – Conflict of Interest Declaration	
<p>Date: _____</p> <p>The Chief Executive Officer Sarawak Energy Berhad Menara Sarawak Energy No. 1, The Isthmus 93050 Kuching Sarawak, Malaysia</p> <p>Dear Sir,</p> <p>Conflict of Interest Declaration</p> <p>1. I, the undersigned, acting as the Authorised Signatory of _____ (the "Tenderer") confirm that I have received and examined all tender documentation for the performance of Supply, Delivery and Installation of H₂S Filtration System for Murum Hydroelectric Plant (Contract Reference No.: HGS/16/14), including any addenda, clarification letters, notices or communications issued by Sarawak Energy relating to the Services from time to time (collectively, the "Tender Documents").</p> <p>2. Save as set out in paragraph 4, I declare, on behalf of the Tenderer (and in the case of a Consortium Tenderer, each member), that, as at the date of this declaration, there are no conflicts of interest, which either currently exist or which may arise, in connection with the Tenderer in relation to this tender process and:</p> <p>(e) neither the Tenderer, nor any Related Party, is connected with any Sarawak Energy Director, within the meaning of Section 122A of the Companies Act;</p> <p>(f) no Sarawak Energy Director is a Related Party of the Tenderer;</p> <p>(g) neither the Tenderer, nor any Related Party, is a member of the family of any Key Employee or has any business relationship with any Key Employee; and</p> <p>(h) there is no other circumstance which may cause any Sarawak Energy Director or Key Employee to have an actual or potential</p>	

Schedule 2 – Conflict of Interest Declaration

interest in the Contract (both within the meaning of the Companies Act or otherwise).

3. The following are exceptions to the declarations which are set out in paragraph 2:

[insert and describe in detail any exceptions to the declarations set out in paragraph 2, including the:

- (a) extent and nature of any current conflicts of interest and any proposals for avoiding any future conflicts of interest;*
- (b) name of any relevant Sarawak Energy Director or Key Employee;*
- (c) nature and extent (including in monetary terms, if applicable) of:*
 - (i) the connection between the Tenderer and each relevant Sarawak Energy Director or Key Employee; and*
 - (ii) each relevant Sarawak Energy Director's or Key Employee's interest in the Contract; and*
- (d) name(s) and designation of any relevant person(s), from within the Tenderer's (or its Related Party's) organisation, that each relevant Sarawak Energy Director or Key Employee is/are connected with]*

4. I confirm that in the event that a new (or any further) conflict of interest arises after the date of this declaration, in respect of the Tenderer (or in the case of a Consortium Tenderer, each member), that the Tenderer will immediately declare this conflict of interest to Sarawak Energy.

5. Unless the context otherwise requires, all capitalised terms in this declaration shall have the meaning assigned to them in the Tender Documents.

Yours faithfully,

Name: _____
 Designation: _____
 On behalf of: _____

Schedule 3 Financial Information

Tenderers shall, subject to the notes set out below, complete the following schedule, in connection with the past three (3) financial years of the Tenderer:

Schedule 3 – Financial Information				
1.	Information from the Tenderer's/member's balance sheet:			
	Description:	[2011]:	[2012]:	[2013]:
	Total assets			
	Total liabilities			
	Net worth			
	Current assets			
	Current liabilities			
2.	Information from the Tenderer's/member's profit and loss statement:			
	Description:	[2011]:	[2012]:	[2013]:
	Total revenue			
	Profit before Taxes			
	Profit after Taxes			
3.	Average annual turnover from the Tenderer's/member's profit and loss statement:			
	Description:	[2011]:	[2012]:	[2013]:
	Annual turnover (and currency)			
	Annual turnover (Ringgit equivalent, incl. exchange rate)			
4.	Certified copies of the following original documents are attached:			
	<input type="checkbox"/> Financial statements (balance sheets including all related notes and profit and loss statements) for the three (3) previous financial years, which: <ul style="list-style-type: none"> (a) accurately reflect the financial situation of the Tenderer or, in respect of a Consortium Tenderer, each member, for the period to which they relate; (b) have been audited by a certified accountant; (c) are complete, including all notes to the financial statements; (d) shall correspond to financial years already completed (and no statements for partial periods shall be submitted or accepted); and (e) identify all of currencies quoted and exchange rates used. <input type="checkbox"/> Any supporting documents applicable to the calculation of annual turnover, including the form of payment certificates, applicable exchange rates used to calculate annual turnover, etc.			

Notes:

- (a) Schedule 3 shall be completed by all Tenderers and, for Consortium Tenderers, Schedule 3 shall be completed and submitted by / for all members of the Consortium Tenderer.

For the purposes of facilitating Sarawak Energy's review and evaluation of the Tenderer's financial credibility, the Tenderer (or each of its members, in the case of a Consortium Tenderer) may be requested to (and where requested, must) provide financial information in relation to its shareholders (including its ultimate parent company, if applicable)

Schedule 4 Relevant Experience

Tenderers shall, subject to the note set out below, complete the following schedule, in connection with its experience in the role of contractor, subcontractor or management contractor for services similar to the Services during the three (3) years prior to the Closing Date and Time:

Schedule 4 – Relevant Experience					
No.:	Start date:	Completion date:	Contract ID and title, name and address of counterparty and brief description of the services provided by the Tenderer/member:		Nature of the Tenderer's/member's participation (i.e. main contractor, subcontractor, etc.):
1.			Contract ID/title:		
			Name of counterparty:		
			Address of counterparty:		
			Description of the services provided:		
			Contract Value:		
			Date of commencement:		
			Date of Completion:		
			Contract Completion (Weeks)		

Schedule 4 – Relevant Experience					
No.:	Start date:	Completion date:	Contract ID and title, name and address of counterparty and brief description of the services provided by the Tenderer/member:		Nature of the Tenderer's/member's participation (i.e. main contractor, subcontractor, etc.):
2.			Contract ID/title:		
			Name of counterparty:		
			Address of counterparty:		
			Description of the services provided:		
			Contract Value:		
			Date of commencement:		
			Date of Completion:		
			Contract Completion (Weeks)		

Note:

Schedule 4 shall be completed by all Tenderers and, for Consortium Tenderers, Schedule 4 shall be completed and submitted by/for all members of the Consortium Tenderer

Schedule 5 Health and Safety Management

Tenderers shall, subject to the notes set out below, complete the following schedule:

Schedule 5 – Health and Safety Management		
1.	Summary of Tenderer / member lost time injuries for the last three (3) years:	
2.	Total number of Tenderer / member recorded incidents for the last three (3) years:	
3.	Total number of Tenderer's / member's main subcontractors' recorded incidents for the last three (3) years:	
4.	Description of the Tenderer's / member's health and safety management systems:	
5.	Attached are copies of the following documents:	
	<input type="checkbox"/> Documentary evidence of any forms of certification establishing details of the Tenderer's / member's health and safety management policies and procedures.	
	<input type="checkbox"/> Copies of relevant health and safety management policies.	

Notes:

- Schedule 5 shall be completed by all Tenderers and, for Consortium Tenderers, Schedule 5 shall be completed and submitted by / for all members of the Consortium Tenderer.
- Each Tenderer shall also include, in this Schedule 5, an outline of the Tenderer's proposed health and safety management plan for the Services.

Schedule 6 Environmental Management

Tenderers shall, subject to the notes set out below, complete the following schedule:

Schedule 6 – Environmental Management	
1.	Description of the Tenderer's / member's environmental management systems:
2.	Attached are copies of the following documents:
	<input type="checkbox"/> Documentary evidence of any forms of certification establishing details of the Tenderer's / member's environmental management policies and procedures.
	<input type="checkbox"/> Copies of relevant environmental management policies.

Notes:

- Schedule 6 shall be completed by all Tenderers and, for Consortium Tenderers, Schedule 6 shall be completed and submitted by/for all members of the Consortium Tenderer.
- Each Tenderer shall also include, in this Schedule 6, an outline of the Tenderer's proposed environmental management plan for the Services.

Schedule 7 Corporate Social Responsibility (CSR)

Tenderers shall, subject to the notes set out below, complete the following schedule:

Schedule 7 – Corporate Social Responsibility (CSR)	
1.	Description of the Tenderer's / member's CSR policies and practices:
2.	Examples of Tenderer's / member's CSR activities:
3.	Attached are copies of the following documents:
	<input type="checkbox"/> Documentary evidence of any forms of certification establishing details of the Tenderer's / member's CSR policies and procedures.
	<input type="checkbox"/> Copies of relevant corporate CSR policies.

Notes:

- (a) Schedule 7 shall be completed by all Tenderers and, for Consortium Tenderers, Schedule 7 shall be completed and submitted by / for all members of the Consortium Tenderer.
- (b) Each Tenderer shall also include, in this Schedule 7, an outline of the Tenderer's proposed CSR plan for the Services.

Tender Appendix F – Other Relevant InformationPreamble:

The Tenderer shall prepare and submit, as part of its Tender Offer, in this Tender Appendix F [*Other Relevant Information*]:

- (i) information in relation to its support of Local Content, including a description as to how it intends to maximise the participation of Local Content in connection with its provision of the Services;
- (j) any other information which Sarawak Energy may from time to time require the Tenderer to provide as part of its Tender Offer; and
- (k) any other information which is deemed to be relevant by the Tenderer, for the purposes of Sarawak Energy's evaluation of the Tender Offer.

Submission Requirements:

No specific submission requirements in relation to this Tender Appendix F [*Other Relevant Information*].

**SUPPLY, DELIVERY AND INSTALLATION OF
H₂S FILTRATION SYSTEM OF
MURUM HYDROELECTRIC PLANT**

SARAWAK ENERGY REF. NO. HGS/16/14

PART III – FORM OF CONTRACT

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**SUPPLY, DELIVERY AND INSTALLATION OF
H₂S FILTRATION SYSTEM OF
MURUM HYDROELECTRIC PLANT**

SARAWAK ENERGY REF. NO. HGS/16/14

PART III - FORM OF CONTRACT

SECTION 1 – CONTRACT AGREEMENT

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This Contract Agreement is made on the *[insert day]* day of *[insert month]* 20*[insert year]*

BETWEEN:

SARAWAK ENERGY BERHAD (Company No. 007199-D), a company incorporated and registered under the laws of Malaysia and having its registered office at Menara Sarawak Energy, No.1 The Isthmus, 93050 Kuching, Sarawak in Malaysia ("**Sarawak Energy**")

AND

[INSERT NAME OF THE SERVICE PROVIDER] (Company No. *[insert Company No.]*), a company incorporated and registered under the laws of *[insert country of registration]* and having its registered office at *[insert registered office address]* (the "**Service Provider**"),

individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS:

- (A) Sarawak Energy wishes to engage the Service Provider to provide the Services.
- (B) The Services shall be provided by the Service Provider on the terms and conditions set out in the General Services Agreement.
- C. The Parties agree that the Services are being procured by Sarawak Energy for and on behalf of the Project Beneficiary.

AGREEMENT:

Sarawak Energy and the Service Provider agree as follows:

1. Definitions and Interpretation

1.1 In this Contract Agreement, unless the context otherwise requires, all:

- (l) words and expressions used in this Contract Agreement shall be interpreted in accordance with the matters set out in the Conditions of Contract; and
- (b) capitalised terms used in this Contract Agreement shall, unless otherwise defined in this Contract Agreement, have the meaning assigned to them in the Conditions of Contract.

1.2 The General Services Agreement is comprised of the following documents, to the exclusion of all other representations, written or verbal, given by a Party:

- (a) this Contract Agreement;
- (b) the Conditions of Contract (attached to this Contract Agreement); and
- (c) the Appendices to the Conditions of Contract, comprising:

- (i) Appendix A [*Scope of Services*];
- (ii) Appendix B [*Price and Payment*]; and
- (iii) Appendix C [*Form of Performance Security*],

(the "**General Services Agreement**").

1.3 The documents comprising the General Services Agreement are to be taken as mutually explanatory of one another and in the event:

- (a) of any ambiguity, conflict, discrepancy or inconsistency arising between the documents comprising the General Services Agreement and for purposes of interpretation and application, the priority of the documents shall be in descending order of priority (with this Contract Agreement being highest in priority of interpretation), in accordance with the sequence of documents set out in Sub-Clause 1.2 [*Definitions and Interpretation*]; and
- (b) that two or more documents comprising the General Services Agreement contain different standards or requirements, then the higher standard or more onerous requirement will apply.

1.4 If either Party discovers any ambiguity, conflict, discrepancy or inconsistency, it shall notify the other Party as soon as possible and, in the event of any ambiguity, conflict, discrepancy or inconsistency discovered in the documents comprising the General Services Agreement, Sarawak Energy shall issue instructions clarifying such ambiguity, conflict, discrepancy or inconsistency.

2. **Consideration**

2.1 In consideration of the payments to be made by Sarawak Energy to the Service Provider under the General Services Agreement, the Service Provider shall provide the Services in accordance with the provisions of the General Services Agreement.

2.2 In consideration of the Service Provider providing the Services, Sarawak Energy shall pay the Service Provider such amounts as become payable under the General Services Agreement, at the times and in the manner prescribed in this General Services Agreement.

3. **Representatives**

3.1 Sarawak Energy's Representative responsible for liaising with the Service Provider's Representative in relation to administrative matters arising under the General Services Agreement is:

[insert name, designation and contact details]

3.2 The Service Provider's Representative responsible for liaising with Sarawak Energy's Representative in relation to administrative matters arising under the General Services Agreement is:

[insert name, designation and contact details]

Section 1 – Contract Agreement

- 3.3 Each Party shall provide prior written notice to the other Party before making any change in its representative responsible for liaising with the other Party in relation to administrative matters arising under the General Services Agreement.
- 3.4 In respect of the General Services Agreement, the Project Beneficiary shall be Murum Hydro Consortium or such other affiliate of Sarawak Energy as Sarawak Energy may specify as the "Project Beneficiary" in writing from time to time.

This Agreement is executed by the Parties as follows:

Signed for and on behalf of SARAWAK ENERGY BERHAD by its authorised representative in the presence of:
	Signature of authorised representative

	Name of authorised representative

	Designation of authorised representative

.....
Signature of witness

.....
Name of witness

.....
Designation of witness

Signed for and on behalf of [INSERT NAME OF THE SERVICE PROVIDER] by its authorised representative in the presence of:
	Signature of authorised representative

	Name of authorised representative

	Designation of authorised representative

.....
Signature of witness

.....
Name of witness

.....
Designation of witness

**SUPPLY, DELIVERY AND INSTALLATION OF
H₂S FILTRATION SYSTEM OF
MURUM HYDROELECTRIC PLANT**

SARAWAK ENERGY REF. NO. HGS/16/14

PART III - FORM OF CONTRACT

SECTION 2 – CONDITIONS OF CONTRACT

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1. Definitions and Interpretation

1.1 In these Conditions of Contract (these "**Conditions of Contract**"), unless otherwise defined, all words and expressions shall have the same meanings as are respectively assigned to them in the Contract Agreement and additionally, for the purposes of these Conditions of Contract:

- (a) "**Agreement Amount**" means the total amount of Fees and Disbursements payable by Sarawak Energy under the General Services Agreement, as anticipated by Sarawak Energy (acting reasonably) as at the date of the Contract Agreement;
- (b) "**Appendices**" means the appendices to these Conditions of Contract and "**Appendix**" means any one of them;
- (c) "**Best Practice**" means the relevant practices, methods, standards and acts generally followed by international service providers with respect to services with characteristics comparable to those of the Services and includes the provision of the Services:
 - (i) taking all proper and reasonable care, standard of workmanship, professional skill and diligence;
 - (ii) applying to the extent applicable, internationally accepted standards, practices and procedures; and
 - (iii) in a timely manner with due expedition and without unnecessary or unreasonable delay;
- (d) "**Claims**" means with respect to any person, any and all suits, sanctions, legal proceedings, claims, assessments, judgments, damages, penalties, fines, liabilities, demands, reasonable out-of-pocket expenses of whatever kind (including reasonable legal fees and expenses) and losses incurred or sustained by or against such person;
- (e) "**Confidential Information**" means any information, irrespective of the medium in which such information is conveyed, communicated or embedded, which:
 - (i) is disclosed to the Service Provider by or on behalf of Sarawak Energy;
 - (ii) relates, either directly or indirectly, to the General Services Agreement and / or the Services; and

- (iii) is not otherwise in the public domain;
- (f) "**Contract Agreement**" means the Contract Agreement bearing the Parties' signatures to which these Conditions of Contract are attached;
- (g) "**Disbursements**" means the Disbursements set out in Appendix B [*Price and Payment*] and any other allowable expenses set out in Appendix B [*Price and Payment*];
- (h) "**Dispute**" means a dispute (of any kind whatsoever) arising between the Parties out of or in connection with the General Services Agreement or the provision of the Services, whether during the provision of the Services or after their completion and whether before or after any repudiation or other termination of the General Services Agreement, including any dispute as to any opinion, instruction, determination, certificate or valuation of Sarawak Energy;
- (i) "**Effective Date**" means [*insert date*];
- (j) "**Fees**" means those amounts payable to the Service Provider for the proper provision of the Services as calculated in accordance with Appendix B [*Price and Payment*];
- (k) "**Force Majeure**" means the occurrence, after the Effective Date, of:
 - (i) war, civil war, armed conflict or terrorism;
 - (ii) nuclear, chemical or biological contamination, unless the source or the cause of the contamination is the result of the conduct of the affected Party or its personnel;
 - (iii) riot, commotion, disorder, strike or lockout which are not caused or contributed to by the affected Party or its personnel; or
 - (iv) natural catastrophes, including earthquake, hurricane, typhoon or volcanic activity (but excluding landslides),

which is unforeseeable and unavoidable and which directly causes the affected Party to be unable to comply with all or a material part of its obligations under the General Services Agreement;
- (l) "**Government**" means the federal government of Malaysia, the government of Sarawak or provincial government (as the case may be);
- (m) "**Government Authority**" means the Government, any governmental department, state owned entity, ministry, commission, board, bureau,

agency, regulatory authority, instrumentality, judicial, legislative or administrative body of Sarawak or Malaysia (or any jurisdiction where the Services are to be provided or are being provided from time to time), or any subdivision of any of them;

- (n) **"HSE Requirements"** means all health, safety and environmental requirements applicable to the provision of the Services, under any applicable Laws or in accordance with Sarawak Energy's policies;
- (o) **"Insurance Policies"** means:
 - (i) public liability insurance cover;
 - (ii) employer's liability /worker's insurance cover; and / or
 - (iii) such other suitable policies of insurance reasonably required by Sarawak Energy to cover the Service Provider's obligations under the General Services Agreement;
- (p) **"Intellectual Property Rights"** means any and all current and future registered and unregistered rights and interests in respect of copyrights, designs, circuit layouts, trademarks, service marks, licenses, franchises, commercial descriptions, trade names, know how, confidential information, moral rights, patents, inventions and discoveries, permits or other intellectual property (whether in written form, or generated by or maintained on a computer or similar system or otherwise);
- (q) **"Key Personnel"** shall be those persons described as such in Appendix A [*Scope of Services*];
- (r) **"Laws"** means all federal, national, state or local laws, legislation, statutes, acts, decrees, rules, ordinances, codes, judgments, orders, treaties, regulations, guidelines, directives, requirements, by-laws, codes of practice and other laws, government restrictions, announcements or interpretation and other subordinate legislation, enacted or issued by any legally constituted federal, national, state, local, statutory or Government Authority as may apply at any time in Malaysia (including labour laws, immigration, trade, customs, road and traffic laws), or anywhere else the Services are to be provided;
- (s) **"Local Content"** 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;
- (t) **"Performance Security"** means a security to secure satisfactory carrying out of the Services by the Service Provider and issued in accordance with Clause 23 [*Performance Security*];
 - (u) **"Personnel"** means the Key Personnel and all other personnel, agents, contractors and Subcontractors of the Service Provider which are involved in the provision of the Services;
 - (v) **"Project Beneficiary"** means the entity or entities specified as the "project beneficiary" in the Contract Agreement;
 - (w) **"Ringgit", "RM" or "MYR"** means Malaysian Ringgit, the lawful currency of Malaysia;
 - (x) **"Sarawak"** means the State of Sarawak, Malaysia;
 - (y) **"Sarawak Energy's Representative"** means the representative identified in Sub-Clause 3.1 [*Representatives*] of the Contract Agreement;
 - (z) **"Service Provider's Representative"** means the representative identified in Sub-Clause 3.2 [*Representatives*] of the Contract Agreement;
 - (aa) **"Services"** means the services required to be provided by the Service Provider, as set out in Appendix A [*Scope of Services*];
 - (bb) **"Subcontractor"** means any subcontractor, manufacturer, consultant, subconsultant or supplier or any other person to whom the Service Provider has subcontracted any of its obligations under the General Services Agreement;
 - (cc) **"Taxes"** means all direct and indirect taxes imposed in any jurisdiction by any governmental entity or semi-governmental entity (including the Government and 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;

- (dd) **"Term"** means the *period from the Effective Date to the date on which the Services have been completed to the satisfaction of Sarawak Energy*;
- (ee) **"UPKJ"** means Unit Pendaftaran Kontraktor dan Juruperunding; and
- (ff) **"Variation"** means any variation to the provision of the Services, including to increase, decrease, substitute or omit any part of the Services.

1.2 In the General Services Agreement, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) "day" means a calendar day, "month" means a calendar month and "year" means three hundred and sixty five (365) days;
- (d) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- (e) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (f) unless otherwise set out in the Appendices, the "International System of Units" (the metric system) shall apply to the General Services Agreement in every respect;
- (g) references to "include", "includes" and "including" shall not be construed restrictively but shall be read to mean "include / includes / including without limitation";
- (h) references to any Clause, Sub-Clause and Appendix are references to the clauses, sub-clauses and appendices of these Conditions of Contract;
- (i) references to an "Act" means an Act of Parliament which has been enacted from time to time by the Government;
- (j) where a word, term, phrase or abbreviation is defined, another part of speech or grammatical form in respect of that word or expression will have a corresponding meaning;
- (k) a reference to any thing (including an amount) is a reference to the whole and each part of it;

- (l) whenever the date for the performance of any term, condition, obligation, covenant, agreement or provision required or provided under the General Services Agreement falls on a date that is not a working day (being a day on which banks are not generally open for business in Sarawak), such date shall be extended to the next working day;
- (m) words importing persons or parties shall include firms and corporations and any organisation or entity having legal capacity; and
- (n) marginal words and other headings shall not be taken into consideration in the interpretation of the General Services Agreement.

2. **Term**

2.1 The General Services Agreement commences on the Effective Date and expires or terminates immediately upon the earlier of:

- (a) the expiration of the Term;
- (b) any mutual agreement of the Parties to terminate; or
- (c) notification of termination from Sarawak Energy in accordance with Sub-Clauses 18.1 [*Termination*] or 18.2 [*Termination*].

3. **Service Provider's Responsibilities and Obligations**

3.1 The Service Provider undertakes to provide the Services from the Effective Date and for the duration of the Term in accordance with:

- (a) the General Services Agreement (including any agreed performance measures);
- (b) Best Practice and any applicable Laws;
- (c) all reasonable directions given by Sarawak Energy; and
- (d) all policies, procedures, plans, manuals, guidelines, instructions and other requirements of Sarawak Energy as conveyed to the Service Provider from time to time and applicable to the Services.

3.2 The Service Provider shall:

- (a) remain fully responsible for the Services notwithstanding any review or acceptance of those Services by Sarawak Energy;
- (b) make all necessary enquires to ascertain the requirements of Sarawak Energy regarding the Services;

- (c) furnish written progress reports on the Services to Sarawak Energy promptly on a monthly basis, or as and when these may be requested;
 - (d) permit Sarawak Energy to inspect relevant records, documents and other things (including timesheets) produced in the course of, or in any way relating to, the provision of the Services;
 - (e) notify Sarawak Energy immediately upon becoming aware of the existence of an actual or potential conflict of interest in relation to the Services and cooperate with Sarawak Energy to resolve any such conflict of interest;
 - (f) do all things necessary and necessarily incidental for the proper performance of its obligations under the General Services Agreement;
 - (g) fully cooperate with Sarawak Energy's employees, representatives, agents and any other service providers, contractors or other parties engaged by Sarawak Energy;
 - (h) attend all meetings required by Sarawak Energy in connection with the Services or the General Services Agreement; and
 - (i) correspond with Sarawak Energy's Representative in a timely manner in relation to all administrative matters arising under the General Services Agreement.
- 3.3 Any document required to be submitted by the Service Provider to Sarawak Energy (whether in accordance with the General Services Agreement or otherwise) shall be prepared by the Service Provider in the name of, and shall be addressed to, Sarawak Energy (or, where requested by Sarawak Energy, shall be prepared by the Service Provider in the name of, and shall be addressed to, the Project Beneficiary).
- 3.4 If the Service Provider constitutes an unincorporated joint venture, consortium or other unincorporated grouping of two or more entities and / or persons then:
- (a) each such entity or person shall be jointly and severally liable to Sarawak Energy for the performance of all of the obligations of the Service Provider under the General Services Agreement;
 - (b) the Service Provider shall notify Sarawak Energy of their lead member, who shall have authority to bind the Service Provider and each person and each entity constituting the Service Provider; and
 - (c) the Service Provider shall not alter its composition or legal status without the prior consent of Sarawak Energy.

4. **Sarawak Energy's Obligations**

Sarawak Energy shall:

- (a) as soon as practicable, provide the Service Provider with such information, approvals, consents and instructions as may be reasonably requested by the Service Provider (and Sarawak Energy is reasonably able to provide) from time to time so as to allow the Service Provider to comply with its obligations under the General Services Agreement;
- (b) provide the Service Provider with such access to premises or sites of Sarawak Energy as is reasonably necessary for the Service Provider to provide the Services;
- (c) provide such equipment, tools or office amenities as may be specified in Appendix A [*Scope of Services*]; and
- (d) correspond with the Service Provider's Representative in relation to all administrative matters arising under the General Services Agreement.

5. **Representations and Warranties**

The Service Provider represents and warrants to Sarawak Energy that:

- (a) it has the corporate power and authority to execute the General Services Agreement and to perform all its obligations under the General Services Agreement;
- (b) the obligations expressed to be assumed by it in the General Services Agreement are its legally binding, valid and enforceable obligations;
- (c) it shall provide the Services in a timely manner and in accordance with the General Services Agreement;
- (d) it has informed itself completely as to the nature of the Services and the requirements of the General Services Agreement;
- (e) all materials, documents and methods of working, or any other material prepared, shall not infringe any Intellectual Property Rights;
- (f) it is not aware of any matters which might or shall adversely affect its ability to perform its contractual obligations under the General Services Agreement;
- (g) the execution of the General Services Agreement by it and the performance of its obligations and duties in relation to the Services, do not violate the terms of any contract to which it is a party, or by which it is otherwise bound;

- (h) it has all licenses, authorisations, consents, approvals and permits required by any applicable Laws in order to perform its obligations under the General Services Agreement and shall continue to do so for the Term (or such longer period as may be required under the General Services Agreement); and
- (i) it shall provide, employ directly and be fully responsible for the Personnel, ensure that there shall at all times be a sufficient number of adequately qualified Personnel for the provision of the Services, that all Personnel shall keep Sarawak Energy's site and all property of Sarawak Energy free of damage and clean and tidy and it shall promptly remove from Sarawak Energy's site any of the Personnel who, in Sarawak Energy's opinion, are incompetent, negligent or guilty of misconduct.

6. Personnel

6.1 The Service Provider shall:

- (a) ensure that the Key Personnel are intrinsically and actively involved in and responsible for the effective provision of the Services in accordance with the requirements under the General Services Agreement;
- (b) make the Key Personnel available to Sarawak Energy at such times as may be reasonably required by Sarawak Energy;
- (c) remove and replace any Personnel as may be reasonably requested by Sarawak Energy; and
- (d) ensure that all Personnel are adequately experienced, trained, qualified and skilled for the purpose of providing the Services.

6.2 If the Service Provider is unable to make available the services of any of the Personnel it shall notify Sarawak Energy in writing as soon as practicable.

6.3 If any of the Personnel are removed at Sarawak Energy's request or are unable to provide the Services for any other reason, the Service Provider shall be required to propose a suitable substitute or substitutes to replace any of the Personnel, which proposal shall only be implemented by the Service Provider upon the prior written consent of Sarawak Energy.

6.4 If the Service Provider is required to replace any of the Personnel for any reason, Sarawak Energy shall not be liable to pay any additional Fees on account of any additional costs incurred by the Service Provider as a result of such replacement, including due to any requirement for knowledge transfer, re-work or additional Disbursements that may be incurred by the Service Provider.

7. **Support for Local Content**

7.1 The Service Provider shall (and shall ensure that its Subcontractors shall) maximise the participation of Local Content in the provision of the Services and promote the opportunity for knowledge transfer.

7.2 For the purposes of this Clause 7 [*Support for Local Content*]:

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

shall not be recognised or attributed towards fulfilling the Service Provider's committed levels of participation of Local Content.

8. **Fees**

8.1 In consideration of the Service Provider providing the Services, Sarawak Energy shall pay the Service Provider the Fees.

8.2 The Fees are inclusive of all Taxes which may be imposed by any Government Authority in connection with the Services, and shall not be amended for any reason whatsoever including any change in any applicable Laws (including the introduction of any new Taxes), whether anticipated or not.

8.3 Sarawak Energy shall reimburse the Service Provider for all Disbursements (if any) as specified in Appendix B [*Price and Payment*] and the Disbursements are to be accounted for and reimbursement shall be made by Sarawak Energy against receipts included in the Service Provider's invoices issued pursuant to Clause 9 [*Payment*].

9. **Payment**

9.1 The Service Provider shall submit invoices progressively to Sarawak Energy's Representative, which shall be issued in the name of, and shall be addressed to, Sarawak Energy (or where requested by Sarawak Energy, shall be in the name of, and shall be addressed to, the Project Beneficiary) and otherwise in accordance with this Clause 9 [*Payment*] and / or Appendix B [*Price and Payment*].

9.2 Unless otherwise stated in Appendix B [*Price and Payment*], all Fees and Disbursements shall be paid by Sarawak Energy in Ringgit.

9.3 Each invoice submitted under Sub-Clause 9.1 [*Payment*] shall include the following information:

- (a) a description of the Services provided by the Service Provider, including a detailed itemised breakdown of the Services provided during the relevant period and such other information as may be required by Sarawak Energy;
- (b) the amount of Fees payable by Sarawak Energy under the invoice;
- (c) the amount of Disbursements incurred pursuant to Sub-Clause 8.3 [*Fees*] together with receipts and other supporting documents verifying the amount of Disbursements claimed by the Service Provider;
- (d) any other information expressly required by the General Services Agreement; and
- (e) any other information requested by Sarawak Energy pursuant to Sub-Clause 9.6 [*Payment*],

for the period to which the invoice relates presented in an agreed form and in sufficient detail to enable Sarawak Energy to identify and confirm those Services the subject of the relevant invoice.

- 9.4 Sarawak Energy shall pay (or where an invoice, issued by the Service Provider in accordance with Sub-Clause 9.1 [*Payment*], has been issued in the name of, and addressed to, the Project Beneficiary, Sarawak Energy shall procure that the Project Beneficiary pays) all sums properly due and payable to the Service Provider within forty-five (45) days of receipt of the Service Provider's invoice, unless otherwise set out in Appendix B [*Price and Payment*].
- 9.5 Without prejudice to its other rights and remedies, Sarawak Energy may set-off and deduct from the sums due to be paid to the Service Provider under the General Services Agreement any sums owed to Sarawak Energy by the Service Provider irrespective of whether the liability to pay those sums arose under or in connection with the General Services Agreement.
- 9.6 The Service Provider shall provide Sarawak Energy and its auditors with such documents and information with respect to each invoice provided to Sarawak Energy under the General Services Agreement as Sarawak Energy may request (including timesheets and copies of any third party invoices) for the purpose of verifying the accuracy of those payments made (or required to be made) by Sarawak Energy.
- 9.7 Where Sarawak Energy fails to pay an amount within the period stipulated in Sub-Clause 9.4 [*Payment*], the Service Provider may issue a written notice requiring payment and informing Sarawak Energy of its intention to suspend provision of the Services.

9.8 If Sarawak Energy fails to remedy the non-payment within twenty-one (21) days of receipt of a notice issued by the Service Provider in accordance with Sub-Clause 9.7 [Payment], the Service Provider may exercise its right to suspend provision of the Services until such time as payment is made by Sarawak Energy.

9.9 Where, in accordance with Sub-Clause 9.4 [Payment], Sarawak Energy is required to procure that the Project Beneficiary pays a particular amount or amounts to the Service Provider, Sarawak Energy shall ensure that the Service Provider is paid all sums properly due and payable to the Service Provider, within the timeframe set out in Sub-Clause 9.4 [Payment].

10. **Health, Safety and Environment**

The Service Provider shall:

- (a) comply with all HSE Requirements;
- (b) ensure that all Personnel providing the Services, comply with the HSE Requirements; and
- (c) fully cooperate with Sarawak Energy, its agents, contractor and any applicable authorities to ensure compliance with the HSE Requirements.

11. **Insurance**

11.1 The Service Provider shall, at all times and at its expense, maintain in force the Insurance Policies in respect of the provision of the Services.

11.2 The Service Provider shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to Sarawak Energy and that the level of cover and other terms of insurance are acceptable to and agreed by Sarawak Energy and adequately cover the Service Provider's obligations under the General Services Agreement.

11.3 Prior to commencing the Services and whenever reasonably requested by Sarawak Energy, the Service Provider shall provide satisfactory evidence to Sarawak Energy that the Insurance Policies required under the General Services Agreement have been effected and maintained by the Service Provider.

11.4 For the purposes of Sub-Clause 11.3 [Insurance], a receipt evidencing payment of the policy premium shall not, by itself, be considered to constitute satisfactory evidence that the Insurance Policies have been effected and are being maintained by the Service Provider.

11.5 If the Service Provider fails to provide satisfactory evidence of such Insurance Policies as required in Sub-Clause 11.3 [Insurance], Sarawak Energy may, without prejudice

to any other right it may have under the General Services Agreement, take out the relevant insurance and the cost shall be a debt due from the Service Provider to Sarawak Energy.

- 11.6 The Service Provider shall not do or omit to do anything which might render any Insurance Policy void or otherwise result in the insurer(s) being released from liability.

12. Variation

- 12.1 Sarawak Energy may at any time direct any Variation to the provision of the Services and the Service Provider shall comply with any such Variation.

- 12.2 The Parties shall use their best endeavours to agree in writing on the value of the Variation and the amendment to the Fees to account for such Variation.

- 12.3 In the event that the Parties are unable to agree a value, in accordance with Sub-Clause 12.2 [*Variation*], within twenty-one (21) days of the issue of the direction, then the value of the Variation shall be determined in accordance with the dispute resolution procedure set out in Clause 24 [*Disputes*].

- 12.4 Notwithstanding that the Parties may not have agreed the value of a Variation and the value of such Variation has not yet been determined in accordance with Clause 24 [*Disputes*], the Service Provider shall nevertheless be required to commence (or cease, as the case may be) the provision of those Services which are the subject of the Variation upon written notice from Sarawak Energy.

13. Intellectual Property Rights

- 13.1 With regard to all Intellectual Property Rights in the Services, the Service Provider, in instances where the Intellectual Property Rights are:

- (a) owned by the Service Provider, grants to Sarawak Energy; or
- (b) not owned by the Service Provider, shall ensure Sarawak Energy is provided with,

an irrevocable, royalty free, non-exclusive, transferable, perpetual licence to exercise all rights of the owner of the Intellectual Property Rights associated with the Services, for any business purpose of Sarawak Energy.

- 13.2 The licence referred to in Sub-Clause 13.1 [*Intellectual Property Rights*] arises immediately upon signing of the General Services Agreement and shall survive the expiry or earlier termination of the General Services Agreement.

14. **Confidentiality**

The Service Provider shall not disclose or cause or permit any person to disclose to any third parties any Confidential Information, provided always that the Service Provider may disclose such Confidential Information:

- (a) to the extent required by any order of a court, in any arbitration proceedings or under any applicable Laws;
- (b) if Sarawak Energy has given its consent to the disclosure; or
- (c) to its employees, agents, representatives and Subcontractors for the sole purposes of the provision of the Services, if it ensures that such employees, agents, representatives and Subcontractors are bound by confidentiality undertakings on terms no less stringent than the provisions of this Clause 14 [*Confidentiality*].

15. **Announcement**

Except as may be required by any applicable Laws, the Service Provider shall not disclose the facts, terms or subject matter of the General Services Agreement to any third party (including any disclosure through any media release) unless it has first obtained Sarawak Energy's prior written consent.

16. **Other Activities**

Sarawak Energy accepts that the Service Provider may provide services of a similar nature to the Services to third parties during the Term and the Service Provider shall avoid putting itself in a position where its other assignments conflict with the provision of the Services and its obligations to Sarawak Energy under the General Services Agreement.

17. **Suspension**

- 17.1 Sarawak Energy may at any time and for any reason instruct the Service Provider to suspend provision of part or the whole of the Services (on such terms as Sarawak Energy may instruct) and may at any time after any such instruction, instruct the Service Provider to resume the provision of the Services.
- 17.2 Upon receipt of an instruction issued by Sarawak Energy in accordance with Sub-Clause 17.1 [*Suspension*], the Service Provider shall take immediate steps to minimise further expenditure on the relevant Services.
- 17.3 Unless the suspension is the result of the Service Provider's failure to perform its obligations under the General Services Agreement, an instruction to suspend under this Clause 17 [*Suspension*] shall entitle the Service Provider to be paid by Sarawak

Energy any extra costs reasonably incurred by it as a result of the suspension as if it were a Variation.

- 17.4 The Service Provider's entitlement to the payment of extra costs under Sub-Clause 17.3 [*Suspension*] shall be its only right to payment of money arising from a direction to suspend and shall be subject to the Service Provider taking all steps possible to mitigate its extra costs.

18. Termination

- 18.1 Sarawak Energy shall be entitled to terminate the General Services Agreement, with immediate effect and by written notice to the Service Provider, with no liability to make any further payment (save as set out in Sub-Clause 18.6 [*Termination*] in the event that:

- (a) there is any breach of any of the Service Provider's and / or the Key Personnel's obligations under the General Services Agreement;
- (b) the Service Provider and / or the Key Personnel fail to provide the Services or any part of them to Sarawak Energy's reasonable satisfaction;
- (c) the Service Provider breaches or fails to comply with any applicable Laws;
- (d) any of the Service Provider's employees, Subcontractors or agents, including the Key Personnel, is convicted of a criminal offence or commits any act of fraud or dishonesty, or any other act, that impacts the Services or could bring Sarawak Energy into disrepute;
- (e) the Service Provider, its employees, Subcontractors or agents, including the Key Personnel, gives or offers to give (directly or indirectly) to any person any inducement or reward:
 - (i) for doing or forbearing to do any action in relation to the General Services Agreement; or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the General Services Agreement; or
- (f) the Service Provider becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under any applicable Laws) has a similar effect to any of these acts or events.

- 18.2 In addition to the rights set out in Sub-Clause 18.1 [*Termination*] Sarawak Energy shall be entitled to terminate the General Services Agreement for any reason

whatsoever by giving not less than seven (7) days' written notice to the Service Provider.

18.3 Upon receipt of a notice of termination given by Sarawak Energy in accordance with Sub-Clause 18.1 [*Termination*] or Sub-Clause 18.2 [*Termination*], the Service Provider shall:

- (a) immediately cease performance of the terminated Services, subject to any directions given by Sarawak Energy;
- (b) comply in all respects with any directions contained in the notice of termination or subsequently given by Sarawak Energy, in connection with the termination;
- (c) immediately take all possible steps to mitigate any costs incurred as a result of the termination;
- (d) by no later than five (5) days after receipt of the termination notice, provide Sarawak Energy with a detailed report, in such form as Sarawak Energy may require, in relation to the Services performed up to and including the date of the termination notice;
- (e) immediately return to Sarawak Energy or destroy, at Sarawak Energy's request, all:
 - (i) the property in its possession or under its control that belongs to Sarawak Energy; and
 - (ii) copies of any materials and records of any kind that are in its possession or under its control (and in any medium) that contain any part of Sarawak Energy's Confidential Information;
- (f) unless otherwise directed by Sarawak Energy, demobilise, as soon as reasonably practicable, any personnel or equipment engaged or used by the Service Provider in connection with the Services;
- (g) comply with any reasonable instructions included in Sarawak Energy's notice of termination or subsequently given by Sarawak Energy, including in relation to the:
 - (i) assignment or novation of any subcontract to Sarawak Energy (or any nominee of Sarawak Energy); and
 - (ii) protection of life or property; and

- (h) take any other action relating to the termination of the General Services Agreement, which Sarawak Energy may reasonably require.

18.4 If the General Services Agreement is terminated under Sub-Clause 18.2 [Termination], the Service Provider shall be entitled to recover from Sarawak Energy:

- (a) payment for any Services which have been performed prior to the date of termination;
- (b) the cost of complying with any directions given by Sarawak Energy upon termination; and
- (c) any cancellation fee(s) payable by the Service Provider to its Subcontractors in accordance with the terms of any subcontract which has been entered into by the Service Provider,

less any amounts previously paid by Sarawak Energy to the Service Provider and subject to any rights which Sarawak Energy may have to suspend, withhold or otherwise set off such payment, provided that all such amounts are reasonable and the Service Provider has taken all steps to mitigate these amounts.

18.5 For the avoidance of doubt:

- (a) the Service Provider will not be entitled to recover any loss of profits arising as a result of any termination of the General Services Agreement; and
- (b) any payment made by Sarawak Energy in accordance with Sub-Clause 18.4 [Termination] shall constitute the full and final amounts payable by Sarawak Energy to the Service Provider in connection with the termination of the General Service Agreement in accordance with Sub-Clause 18.2 [Termination].

18.6 Termination of the General Services Agreement in accordance with this Clause 18 [Termination] shall not prejudice or affect the accrued rights or claims or liabilities of either Party which, for the Service Provider, shall include the right to payment for any Fees payable to the date of termination.

19. Assignment

The Service Provider may not assign or transfer in whole or in part any of its rights or obligations under the General Services Agreement without the prior written consent of Sarawak Energy.

20. Subcontracting

- 20.1 The Service Provider shall not, under any circumstances, subcontract the whole of the Services.
- 20.2 In addition to the requirements of Sub-Clause 20.1 [*Subcontracting*], the Service Provider shall not, under any circumstances, subcontract any part of the Services without the prior written consent of Sarawak Energy (which may be withheld in its absolute discretion or be given subject to any conditions which it determines necessary in the circumstances).
- 20.3 The Service Provider shall be liable to Sarawak Energy for the acts, defaults and omissions of its Subcontractors as if they were those of the Service Provider and any consent provided by Sarawak Energy to the Service Provider's subcontracting arrangements shall not relieve the Service Provider from any liability or obligation under the General Services Agreement.

21. Indemnity

The Service Provider shall be liable for and shall indemnify and keep indemnified Sarawak Energy on demand against all actions, Claims, costs, liabilities and losses which may be made against it or which it may suffer or incur as a consequence of or which relate to or arise directly or indirectly from any breach by the Service Provider of the terms of the General Services Agreement.

22. Force Majeure

- 22.1 If a Party is affected by Force Majeure, the affected Party shall immediately give the other Party notice of the occurrence of the Force Majeure event upon becoming aware of it.
- 22.2 If a Party is unable to perform any of its obligations due to an event of Force Majeure, then that Party shall be entitled to suspend performance of any of its obligations under the General Services Agreement.
- 22.3 A Party adversely affected by Force Majeure shall use reasonable efforts to mitigate the duration and severity of the effects of the Force Majeure and resume performance of its obligations under the General Services Agreement as soon as possible.
- 22.4 If a Force Majeure event lasts for longer than one hundred and eighty (180) consecutive days from the date that affected Party gives notice to the other Party under Sub-Clause 22.1 [*Force Majeure*], Sarawak Energy may issue a notice of termination of the General Services Agreement.
- 22.5 If the General Services Agreement is terminated in accordance with Sub-Clause 22.4 [*Force Majeure*], the Service Provider shall be paid by Sarawak Energy for all work

executed prior to the date of termination in accordance with the General Services Agreement.

- 22.6 Any sums payable under Sub-Clause 22.5 [*Force Majeure*] shall, after due consultation with Sarawak Energy and the Service Provider, be determined by Sarawak Energy who shall notify the Service Provider accordingly.

23. Performance Security

- 23.1 If the Agreement Amount is greater than RM100,000, the Service Provider shall, within twenty-eight (28) days after the date of the Contract Agreement, obtain (at its cost) and deliver a Performance Security to Sarawak Energy.

- 23.2 The Performance Security required in connection with the General Services Agreement shall be, if the Agreement Amount is greater than:

- (a) RM100,000 and less than or equal to RM500,000, for an amount of 2.5% of the Agreement Amount;
- (b) RM500,000 and less than or equal to RM1,000,000, for an amount of 5% of the Agreement Amount; or
- (c) RM1,000,000, for an amount of 10% of the Agreement Amount.

- 23.3 The Performance Security shall:

- (a) be in the form set out in Appendix C [*Form of Performance Security*];
- (b) be issued by a bank:
 - (i) with an office located in Malaysia and registered with the relevant Government Authorities; and
 - (ii) which shall have a minimum credit rating of "A" (Standard & Poor's) or "A3" (Moody's) or, should the bank not be rated as required under this Sub-Clause 23.3(b)(ii), such bank as approved in advance in writing by Sarawak Energy; and
- (c) under no circumstances contain an expiry date which is less than one year from their date of issuance.

- 23.4 The Service Provider shall ensure that such Performance Security shall be valid and enforceable from the date of issuance until the date falling three (3) months after the completion of the Services, as requested in the General Services Agreement.

- 23.5 Sarawak Energy may have recourse to the Performance Security:

- (a) if Sarawak Energy believes that the Service Provider has not performed its obligations in accordance with the General Services Agreement;
 - (b) upon the occurrence of any of the events set out in Sub-Clause 18.1 [*Termination*]; or
 - (c) if Sarawak Energy otherwise has a Claim against the Service Provider under or in connection with the General Services Agreement.
- 23.6 All costs (including all other Taxes) relating to the issue and maintenance of the Performance Security shall be borne by the Service Provider.
- 23.7 The Service Provider shall indemnify and hold harmless Sarawak Energy from and against all Claims arising out of or in connection with any claim or demand made by Sarawak Energy under the Performance Security.
- 23.8 Sarawak Energy shall return the Performance Security to the Service Provider within twenty-one (21) days after the Service Provider has completed all of its obligations under the General Services Agreement to which the Performance Security relates, to the satisfaction of Sarawak Energy.
- 24. **Disputes**
 - 24.1 If a Dispute arises between the Parties, then either Party shall be entitled to give the other Party a notice of dispute, sufficiently identifying and providing details of the dispute.
 - 24.2 Within fourteen (14) days after receiving a notice of dispute, the Parties shall confer in good faith at least once with a view of amicably resolving the Dispute.
 - 24.3 At any conference or meeting between the Parties, each Party shall be represented by a person having authority to agree to such arrangements or methods as may resolve the Dispute.
 - 24.4 If the Dispute has not been resolved within twenty-eight (28) days of the service of the notice of the dispute in accordance with Sub-Clause 24.1 [*Disputes*], either Party may, by notice, resolve the Dispute in accordance with Clause 25 [*Courts*].
 - 24.5 Notwithstanding the existence of a Dispute, the Parties shall continue to proceed with the provision of the Services and perform their obligations in accordance with the General Services Agreement.
- 25. **Courts**

25.1 Subject to Clause 24 [*Disputes*], the courts of Sarawak shall have exclusive jurisdiction to settle any Dispute arising out of or in connection with the General Services Agreement.

25.2 The Parties agree that the courts of Sarawak are the most appropriate and convenient courts to settle Disputes.

26. Status

Nothing in the General Services Agreement shall constitute a partnership between Sarawak Energy and the Service Provider and neither the Service Provider nor the Key Personnel shall be considered as agents or employees of Sarawak Energy and neither it nor they shall have the authority or power to bind Sarawak Energy or to contract in the name of or create liability against Sarawak Energy in any way and for any purpose save as expressly authorised in writing by Sarawak Energy from time to time.

27. Notices

27.1 All correspondence, notices, requests for clarifications or other communications to be given under the General Services Agreement shall be in writing and sent by courier, personal delivery or by electronic means, with any such correspondence, notices, requests for clarifications or other communications to be deemed to have been effectively given, if:

- (a) sent to an address in the city of despatch, upon the expiry of three (3) days after the day of despatch;
- (b) sent to an address elsewhere within the same country, on the expiry of seven (7) days after the day of despatch;
- (c) sent to an address which is overseas, on the expiry of ten (10) days after the day of despatch; or
- (d) delivered by personal delivery or sent by electronic means:
 - (i) if it is delivered or sent by 3:00pm (at the place of receipt), on that day; or
 - (ii) otherwise, on the following day.

28. General

- 28.1 The General Services Agreement shall be governed by the laws of Malaysia as applicable in Sarawak.
- 28.2 Any notice or other communication in connection with the General Services Agreement shall be in English.
- 28.3 A person, firm or company which is not a party to the General Services Agreement shall have no right to enforce any of its terms.
- 28.4 A variation of the General Services Agreement is valid only if it is in writing, is dated, expressly refers to the General Services Agreement and is signed by duly authorised representatives of the Parties.
- 28.5 Failure by a Party to exercise or enforce, a delay by a Party in exercising or enforcing, or the partial exercise or enforcement by a Party of, a particular right, whether that right exists under the General Services Agreement or otherwise under any applicable Laws, shall not preclude, or operate as a waiver of:
- (a) the exercise or enforcement; or
 - (b) further or future exercise or enforcement,
- of that right, by that Party.
- 28.6 A waiver or consent given by a Party under the General Services Agreement shall only be effective and binding if given or confirmed in writing.
- 28.7 The rights and remedies contained in the General Services Agreement are cumulative and not exclusive of rights or remedies provided by any applicable Laws.
- 28.8 Each Party shall, to the extent that it is reasonably able to do so and at its own cost, execute all documents and do all acts and things reasonably required by the other to give effect to the terms of the General Services Agreement.
- 28.9 Except where the General Services Agreement provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of the General Services Agreement and of each document referred to in it.
- 28.10 If any provision of the General Services Agreement is or becomes illegal, invalid, unenforceable or void in any relevant jurisdiction, the legality, validity and enforceability of the remainder of the General Services Agreement shall not be affected (unless incapable of being operable in the absence of such provision) and

the General Services Agreement shall be read as if the part had been deleted in that jurisdiction only.

28.11 To the extent permitted by any applicable Laws, the General Services Agreement agreed and signed by the Parties:

- (a) embodies the entire understanding of the Parties, and constitutes the entire terms agreed by the Parties; and
- (b) supersedes all prior communications, negotiations and any prior agreement (written or oral) of the Parties,

in relation to its subject matter.

28.12 Without limiting any other provision which expressly or by implication from its nature is intended to survive the expiration or termination of the General Services Agreement, Clause 0 [*Definitions and Interpretation*], Sub-Clause 3.4 [*Service Provider's Responsibilities and Obligations*], Clause 10 [*Health, Safety and Environment*], Clause 13 [*Intellectual Property Rights*], Clause 14 [*Confidentiality*], Clause 15 [*Announcement*], Clause 18 [*Termination*], Clause 19 [*Assignment*], Clause 20 [*Subcontracting*], Clause 21 [*Indemnity*], Sub-Clauses 22.4 [*Force Majeure*] to 22.6 [*Force Majeure*], Clause 23 [*Performance Security*], Clause 24 [*Disputes*], Clause 25 [*Courts*], Clause 26 [*Status*], Clause 27 [*Notices*] and this Clause 28 [*General*] shall survive the expiration or termination of the General Services Agreement on any basis.

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**SUPPLY, DELIVERY AND INSTALLATION OF
H₂S FILTRATION SYSTEM OF
MURUM HYDROELECTRIC PLANT**

SARAWAK ENERGY REF. NO. HGS/16/14

PART IV - FORM OF CONTRACT

SECTION 3 – APPENDICES TO THE CONDITIONS OF CONTRACT

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APPENDIX A - SCOPE OF SERVICES

(a) **Scope of Services**

The Service Provider shall provide the following Services:

[insert the scope of Services to be provided, and list any equipment, tools or office amenities to be provided by Sarawak Energy to the Service Provider]

(b) **Schedule for the Provision of the Services**

The Services shall be provided in accordance with the schedule set out below:

the date for the commencement of the Services shall be *[insert date]*;

the date for the completion of the Services shall be *[insert date]*; and

[insert milestones or time for completion for respective parts of the Services, if relevant].

(c) **Key Personnel**

The following Key Personnel (including any agreed Subcontractors) shall be provided by the Service Provider to provide the Services:

[insert the names and designation of any Key Personnel, including any agreed Subcontractors, to provide the Services]

APPENDIX B – PRICE AND PAYMENT

B1. Fee Basis

[insert applicable fee arrangement (e.g. lump sum or rates-based with estimate, payment cycle and any other additional details required to be included in the Service Provider's invoices)]

B2. Disbursements and Allowable Expenses

[insert any Disbursements and other allowable expenses for which the Service Provider shall be entitled to reimbursement from Sarawak Energy. If no Disbursements or allowable expenses are permitted, insert "Nil"]

APPENDIX C – FORM OF PERFORMANCE SECURITY

Sarawak Energy Berhad (007199-D), a company incorporated and registered in Malaysia under the Companies Act, 1965 and having its principal office at Menara Sarawak Energy, No. 1 The Isthmus, 93050 Kuching, Sarawak in Malaysia ("**Sarawak Energy**") has entered into a general services agreement (the "**General Services Agreement**") dated *[insert date of General Services Agreement]* with *[insert name of the Service Provider]*, a company properly constituted under the laws of *[insert place of incorporation of Service Provider]* and having its registered office at *[insert registered office details of Service Provider]* (the "**Service Provider**") for the provision of certain services in relation to the *[Insert the name of the project]*.

We, *[insert name of the 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]*.
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 Service Provider;
 - (b) without any proof or conditions;
 - (c) irrespective of any notice or other instruction, which has been given by the Service Provider 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 Service Provider 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 Service Provider, before making any demand on this Guarantee.

6. We agree that payment of any sum or sums by us, pursuant to 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 pursuant to this Guarantee, for any reason or cause whatsoever, including, without limitation, as a result of any arrangement between the Service Provider and Sarawak Energy with or without our consent and / or knowledge, by any alteration in the obligations undertaken by the Service Provider 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 year from their date of issuance, or, if later, the date falling three (3) months after the expected completion of the Services as requested in the General Services Agreement]*.
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

Section 3 – Appendices to the Conditions of Contract

This Guarantee is executed as follows.

Signed for and on behalf of **[INSERT NAME OF THE SURETY]** by its authorised representative in the presence of:

.....

Signature of authorised representative

.....

Name of authorised representative

.....

Designation of authorised representative

.....

Signature of witness

.....

Name of witness

.....

Designation of witness

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