

Tel: 082-309470
Fax: 082-338071

Our Reference: PLS10/3/IM

Date: 01/04/2013

Dear Sir/Madam,

ANNUAL CONTRACT FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF HIGHBAY LIGHTINGS, SPOTLIGHTS, COMPOUND LIGHTINGS, FLUORESCENT FITTING AND ELECTRICAL WIRING ACCESSORIES FOR CENTRAL STORE COMPLEX, SG. BIAWAK, KUCHING (TENDER REF. IM 03/13)

You are cordially invited to quote for the item listed in the attached schedule.

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

Tenders are to be submitted in sealed plain envelope marked:

1. **“CONFIDENTIAL” – Annual Contract For The Supply, Installation and Maintenance of Highbay Lightings, Spotlights, Compound Lightings, Fluorescent Fittings and Electrical Wiring Accessories for Central Store Complex, Sg. Biawak, Kuching**
2. **Tender Ref.: IM 03/13**
3. **“Closing date and time: 24/04/2013 at 3.00 pm”**

Addressed to:

**The Chief Executive Officer
Sarawak Energy Berhad
P.O.BOX 149
93700 Kuching, Sarawak
Malaysia**

Or Hand Delivered to:

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

and to reach the Tender Box at Menara SEB on or before **24/4/2013 at 3.00 p.m**

Yours faithfully,

(Leonora Liong Peh Ling)
for Chief Executive Officer

INSTRUCTIONS TO PERSONS TENDERING

1.0 This Tender covers the Supply, Installation and Maintenance of Highbay Lightings, Spotlights, Compound Lightings, Fluorescent Fitting and Electrical Wiring Accessories for Central Store Complex, Sg. Biawak, Kuching.

Tenderers must submit the offers, which cover all labour charges, transport, employment of necessary plants/equipment, materials and other expenses for the satisfactory completion of the work.

2.0 The Tender must be made on the accompanying Form of Tender duly filled up in ink, stamped with company seal and signed. They must be completed and signed without alteration.

3.0 The Tender must remain valid and open for acceptance for a period of **3 months** from the closing date of the Tender.

4.0 No earnest money is required to accompany your Tender.

However, if the Tenderer withdraws or modifies his tender during the bid validity period or after having been awarded the contract, the Company will impose the following:

- (a) 20% loading on the tender prices shall be imposed on all of the tenderer future tenders' submission for a period of two consecutive years for the first offence
- (b) Barring the tenderer from tendering for a period of three consecutive years for the second offence.
- (c) For any subsequent offence the tenderer, whether participating in his own name or using a company as a guise or using non-participating partners or shareholders in any company whatsoever shall not be allowed to participate in any future tenders and his name and/or the offending company shall be permanently struck off from the Company's contract/Supplier Register.

5.0 Tenderers must be registered with **Unit Pendaftaran Kontraktor (UPK)** under works **Heads VIIA Subhead 1**, Certified true copies of the UPK Registration Letter must be furnished.

6.0 The Company does not bind himself to accept the lowest or any quotation, in part or in whole, nor to assign any reason for the rejection of any quotation.

7.0 The Company will not be responsible for, nor pay for any expenses or loss, which may be incurred by any Tenderer in the preparation of his Tender.

8.0 The Tender marked '**Confidential**' is to be submitted in sealed cover, which should be clearly marked "**Annual Contract For The Supply, Installation and Maintenance of Highbay Lightings, Spotlights, Compound Lightings, Fluorescent Fittings and Electrical Wiring Accessories for Central Store Complex. (REF. NO. IM03/13). CLOSING DATE: 24/04/2013 at 3.00 pm.**" But should bear no writing on the outside of the envelope which would enable the Tenderer to be identified. The sealed cover should then be despatch to:

**The Chief Executive Officer
Sarawak Energy Berhad
P.O.BOX 149
93700 Kuching, Sarawak
Malaysia**

Or Hand Delivered to:

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

and to reach the Tender Box at Menara SEB on or before **24/4/2013 at 3.00 p.m.**

Incomplete tenders will run the risk of being rejected.

9.0 Tenders received prior to the time of opening will be securely kept, unopened. Tenders received after will be rejected. The Purchaser bears no responsibilities for premature opening of Tenders not properly addressed or identified.

10.0 Any further information may be obtained on application in writing to:

**The Chief Executive Officer
Sarawak Energy Berhad
P.O.BOX 149
93700 Kuching, Sarawak
Malaysia**

**Tel. No. 082-309470
Telefax No. 082-338071**

GENERAL CONDITIONS OF CONTRACT

1.0 Delivery

- 1.1 The lead time shall be taken as the period between the date of order and the date when the goods arrived at destination as stated in the purchase order.
- 1.2 If it should appear at any time during the performance of the Contract, the Contractor will be unable to delivery the goods within the time or times specified in the contract, the Contractor shall at once give notice of delay in writing to the Company with the explanation to the cause thereof. The submission and acceptance of these reports and/or notices shall not prejudice the rights to the Company under Clause 3.1 of the General Conditions of Contract.

2.0 Penalty For Delay

- 2.1 Failure to deliver the Articles or any of them within the time or times specified in the Contract will, in addition to any other remedies of the Company against the Contractor under the Contract render the Contractor liable to deduction from the contract price as a penalty; of a sum to be calculated at the rate of one half of one percent per week of the value of such portion only of the Articles as cannot in consequence of the delay be used effectively for each week or which may elapse between the date or dates of delivery specified in the contract and the actual date(s) of delivery as specified in Clause 2.0 of these conditions up to a maximum of 10% of the value of any such of the Articles.

3.0 Earnest Money

- 3.1 No earnest money is required to accompany your tender. However, if the Tenderer withdraws or modifies his tender during the bid validity period or after having been awarded the contract, the Company will impose the following:-
- (a) 20% loading on the tender prices shall be imposed on all of the tenderer future tenders' submission for a period of two consecutive years for the first offence
 - (b) Barring the tenderer from tendering for a period of three consecutive years for the second offence.
 - (c) For any subsequent offence the tenderer, whether participating in his own name or using a company as a guise or using non-participating partners of shareholders in any company whatsoever shall not be allowed to participate in any future tenders and his name and/or the offending company shall be permanently struck off from the Company's contract/Supplier Register.

4.0 Payment

- 4.1 Payment shall be made within 45 days after satisfactory receipt of goods at our Stores.

5.0 Contractor's Default

- 5.1 If the Contractor commits any significant breach of any terms and conditions of contract particularly:-
- (i) fails to deliver the materials within the specified time; and/or
 - (ii) supplies defective materials or materials of unsatisfactory quality and performance and fails to replace them at own cost

and does not rectify such breach within FOURTEEN (14) days of written notice from the Company requiring to do so, then the Company may exercise the right to terminate the whole contract or the default purchase order (s) only with immediate or future effect by giving written notice to the Contractor. Such termination shall not affect the responsibility of either party for the obligations performed and expenses incurred up to date of termination.

In the event of whole or part of the contract being terminated due to any breach aforementioned, the Company shall be at liberty to procure elsewhere the materials to make good any default. If the cost of the Company of making good such default shall exceed the contract value of the materials, then the Contractor shall pay to the Company the amount of such excess.

- 5.2 The Company may terminate this Agreement by giving SIXTY (60) DAYS written notice to the other party for its convenience.

If the termination is for the convenience of the Company equitable adjustment shall be made by agreement between the parties in the compensation to be paid to the Contractor pursuant to this Agreement but no amount shall be allowed for anticipated profit on works not performed.

6.0 Implied Act

- 6.1 The Contractor shall perform and do all other acts which shall reasonably be necessary for purposes of this contract in the absence of express provisions which are contractually implied to be the Contractor's obligations.

7.0 Governing Law

- 7.1 The contract shall be governed and constructed according to the laws of Malaysia as applicable to Sarawak.

GENERAL AND TECHNICAL SPECIFICATIONS

1.0 General

The contract works are as follows:

- (a) The supply, installation and maintenance of Highbay Lightings, Spotlights, Compound Lightings, Fluorescent Fitting and Electrical Wiring Accessories for Inventory Management Division at Sg. Biawak, Central Store Complex, Kuching.
- (b) To supply, installation and maintenance of Highbay Lightings for Asset Policy & Specification Division and Transport Division at Sg. Biawak, Central Store Complex, Kuching.

2.0 Scope of Works

The scope of works cover the supply of manpower, materials/components, tools and equipment, transportation, etc. for:-

- (a) The installation and maintenance of Highbay Lightings, Spotlights, Compound Lightings, Fluorescent Fitting and Electrical Wiring Accessories as and when required during and after office hours as instructed by the Company's representative.

3.0 Materials and Workmanship

The Contractor shall provide all materials/components for the installation and maintenance of the Highbay Lightings, Spotlights, Compound Lightings, Fluorescent Fitting and Electrical Wiring Accessories as stated in Appendix D. All materials supplied under this contract shall comply with our requirements and specifications. The Company's representative may reject any materials and workmanship, which in his opinion, is of poor quality and does not comply with our requirement and specification. Materials which are rejected by the Company's representative shall be removed from site at the contractor's own expenses.

Any replacement of components or materials must get prior approval from the Company's representative and shall be in accordance with the unit rates stipulated in Appendix B. The quantity of materials replaced shall be recorded and certified by the Company's representative.

4.0 Transportation, Equipment/Tools, Consumable Materials, etc.

The cost of transportation, equipment and tools, consumable materials, etc. intended for the execution of the installation and maintenance works shall deem to be inclusive in the schedule unit of rates (Appendix B).

5.0 Manpower

The installation and maintenance works shall be carried out by skilled and competent person. The Contractor shall provide sufficient manpower to carry out installation and maintenance works as and when required by Company's representative. Where urgent installation and maintenance needs to be carried out after office hours to the Highbay, Spotlight, Compound Lightings, Fluorescent Fitting and Electrical Wiring Accessories the Contractor shall respond to our call within 24 hours and all cost incurred such as overtime, materials, equipment and tools, transport, etc. during the emergency work shall be deem to be inclusive in the schedule unit of rates as stated in Appendix B.

The contractor shall furnish the details of their competent and skilled workers with reachable contact telephone numbers stated in Appendix C to enable the Company's representative contact them. All workers shall use proper PPE when executing the installation and maintenance works. All workers are required to obtain a visitor pass from the Security at the Guard House situated at the main entrance gate every time they enter or leave the Company's premises. They must produce their Identity Card.

6.0 Installation and Maintenance Record

The Contractor shall provide a checklist on the installation and maintenance record for the Highbay Lightings, Spotlights, Compound Lighting, Fluorescent Fitting and Electrical Wiring Accessories being installed and maintained. The checklist must be submitted and verified by Company's representative after the completion of works. The checklist shall include the details of each installation and maintenance and shall be kept in the building premises.

7.0 Returning of Defective/Faulty/Damaged Components

All the defective/faulty components of the Highbay Lightings, Spotlights, Compound Lightings, Fluorescent Fittings and Electrical Wiring Accessories such as Switches and Sockets, Fuses, Ballast, Bulb, Starter, Ignitor, Capacitor, etc. have to be returned to the Company and certified by the Company's representative to be unserviceable.

8.0 Work Schedule and Role of Responsibility

The Contractors are advised to arrange with the Company's representative to visit the site and to obtain better and more complete information required for tendering purposes.

Appendix D- List of Material Requirements

No.	Item Descriptions	Model/Brand	Rating/Wattage
1.	Highbay Lighting	Nikkon	400W, 250W & 150W
	<u>Components</u> - Mercury & Metal Halide Lamp - Metal Halide Ballast - Ignitor - Capacitor	Osram, Philip Nikkon Philip, Osram, Refas Tendered to specify	400W,250W & 150W 400W,250W & 150W 100/400W 20µF & 30µF
2.	Spotlight	Nikkon	150W
	<u>Components</u> - Lamp (Halogen & Tubular) - Metal Halide Ballast - Ignitor - Capacitor	Osram, Philip Nikkon Philip, Osram, Refas Tendered to specify	150W 150W 100/400W 20µF
3.	Compound Lighting	Nikkon	250W & 150W
	<u>Components</u> - SON Lamp - SON Ballast - Ignitor - Capacitor	Osram, Philip Nikkon Philip, Osram, Refas Tendered to specify	250W & 150W 250W & 150W 100/400 SON Ignitor 20µF
4.	Fluorescent Fitting		
	<u>Components</u> - Fluorescent tube - S10 & S2 starter - Ballast/Choke - Fluorescent tube holder - Starter holder	Philip Tendered to specify SOVA Tendered to specify Tendered to specify	20W & 40W - 20W & 40W - -
5.	LV Distribution Board	MEM	415V 3 phase
	- Isolator - ELCB - MCB	MEM MEM MEM	100A, 3 pole 63A, 4 pole 5A,6A,15A,20A,30A
6.	Switches	Tendered to specify*	5A & 10A
7.	Sockets	Tendered to specify*	13A & 15A
8.	Double pole switch	Tendered to specify*	20A
9.	DOL magnetic starter	KAWA/UMS	10-16A 240V
10.	Metal clad isolator	MEM	32A 3P
11.	PVC connector	-	5A, 10A,15A, 30A
12.	Ceiling Rose	-	-
13.	Photocell	Selcon	6A

*Must be approved by SIRIM.