



SYARIKAT SESCO BERHAD

GENERAL SPECIFICATION

REF. NO. : LIM 04/12/ESA

TITLE : TENDER FOR TAILOR'S WORKMANSHIP
FOR SESCO TECHNICAL STAFF'S UNIFORMS
FOR LIMBANG AND LAWAS (2011)

CLOSING DATE : 01/08/2012

*DIVISIONAL ENGINEER
SYARIKAT SESCO BERHAD
P.O. BOX 45
98707 LIMBANG
SARAWAK*



SYARIKAT SESCO BERHAD

TENDER FOR TAILOR'S WORKMANSHIP FOR SESCO TECHNICAL STAFF'S UNIFORMS FOR YEAR 2011 (Limbang & Lawas)

INSTRUCTIONS TO PERSONS TENDERING

1. This tender is open to Bonafide Contract.
2. The tender must be submitted using the original tender document purchased from Syarikat SESCO Berhad at the cost of **RM50.00**
3. The tender must be made on the accompanying Form of Tender **with all blanks therein and all the schedules duly filled in ink and signed.** Tender rates must include all incidental and contingent expenses.
4. No alteration is to be made in the Form of Tender or in the schedules thereto except in filing in the blanks as directed. **If any such alteration be made or if these instructions be not fully complied with, the tender would not be considered.**
5. The tenderer, however, is at liberty to add further details that he may deem desirable and in the event of his do doing, must print or type such details and annex the added matter to the tender submitted by him. Such additional details shall not be binding upon the Company and unless they are approved by the Company incorporated in the Contract.
6. The tenderer is to submit with his tender in order of the relevant clauses, a statement of any departures from the specification.
7. If the Tenderer has any doubt as to the meaning of any portion of the General Conditions or of the Specifications, he shall, when submitting his tender, set out in his covering letter, the interpretation on which he relies.
8. The rates offered in the tender should be without consideration of the details or departures. If there is addition or deduction of the tender by virtue of the Company adopting those details or departures, then such addition or reduced sum should be stated in the annexed documents.
9. The Company will not be responsible for or pay for expenses or losses, which may be incurred by any tenderer in the preparation of his tender.
10. The tender must remain valid and open for acceptance for a period of four (4) months from the closing date of the tender.

11. 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 followings:

- 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. To bar the tenderer from tendering for a period of three (3) consecutive years for the second offence.
- c. For any subsequent offence, the tenderer will not be allowed to participate in any tenders and the name of his/her company shall be struck off from our register permanently.

12. The Contractor shall require to submit Performance Bond if the contract sum exceed RM50,000.00.

The amount of Performance Bond shall be 10% of the contract sum. The Performance Bond, inclusive of guarantees or bonds, if any, shall be irrevocable and shall be released only upon satisfactory completion of the Contract. Performance Bond, if submitted in the form of Banker's Guarantee or Bond by an insurance company, shall be submitted in a standard form (PUR/5) and made valid for the whole contract duration including the defect liability and the Maintenance period. Within 21 days from the date of our Letter of award of the Contract, the successful tenderer will be required to furnish the required Performance Bond, letter of acceptance of the awarded Works and execute the Contract Agreement with the Company.

13. The tenderer must fill the enclosed schedule on the company profiles. The tenderer shall supply evidence to show the competence of the organisation to undertake the type of works specified together with details of specialised staff. The Bumiputra tenderers are required to submit certified true copy of Trade Registration showing the proportion of Bumiputra participants in the companies and the names of the directors of the companies.
14. Tenders received prior to the time of opening will be kept unopened. Tender received after the time of opening will be rejected. The Company bears no responsibilities for premature opening of tender not properly addresses or identified.
15. The Company does not bind itself to accept the lowest or any tender, nor to assign any reason for the rejection of any tender.
16. The Company reserves the rights to award the contract partially or deduct from the Schedule of Rates any portion of the goods that are not required.
17. The tender which does not conform with the foregoing instructions may not be considered.

18. The official currency for this Contract shall be the Ringgit Malaysia (RM) and all rates and prices shall be quoted in this currency.
19. All tenderers must enclose in their tender submission the Company Profile according to the attached format.
20. Tenderer requiring clarification of the tender document may contact the Company through:

The Senior Clerk (Administration)
Syarikat SESCO Berhad
Regional Office
Jalan Ricketts
98700 Limbang
Sarawak

21. The tender marked "**Confidential**" is to be submitted in sealed cover which should be clearly marked "**Tender for TAILOR'S WORKMANSHIP FOR SESCO TECHNICAL STAFF'S UNIFORMS FOR YEAR 2011**" but should bear no writing on the outside of the envelope which would enable the tenderer to be identified. The sealed envelope should then be despatched to:

The Regional Manager (Northern Region)
Syarikat SESCO Berhad
Regional Office
Pujut 1 Road
98000 Miri
Sarawak

Or Hand Delivered to:

The Officer-In-Charge
Tender Box
2nd Floor, Syarikat SESCO Berhad
Regional Office
Pujut 1 Road, Miri
Sarawak

on or before 3:00 p.m. on 01.08.2012



SYARIKAT SESCO BERHAD

TENDER FOR TAILOR'S WORKMANSHIP FOR SESCO TECHNICAL STAFF'S UNIFORMS FOR YEAR 2011 (Limbang & Lawas)

GENERAL CONDITIONS OF CONTRACT

1. Definition

In this Contract (as hereunder defined), the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:-

- a. **"Company / Employer/SESCO"** shall mean the Syarikat SESCO Berhad.
- b. **"Company's Representative"** shall mean the person or persons for the time being duly authorised by the Company as to be in charge of the Contract.
- c. **"Contract"** shall mean and include the tender, letter of acceptance, the Agreement together with any correspondence modifying the terms thereof, the General Conditions of Contract, the Specification and the Schedules thereto annexed, the Drawings thereto annexed (if any) and all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties under the said agreement.
- d. **"Month"** shall mean calendar month.
- e. **"Plant"** shall mean machinery, apparatus, materials, articles and things of all kinds to be installed under this Contract.
- f. **"Site"** shall mean the actual place where the Plant is to be erected.
- g. **"Specification"** shall mean the Specification annexed to or issued with these General Conditions of Contract.
- h. **"Contractor"** shall mean the person or persons, firm or company whose tender has been accepted by the Company and includes the Contractor's personal representatives, successors and permitted assigns.
- i. **"Sub-Contractor"** shall mean the person, firm or company other than the Contractor named in the Contract for any part of the Works or any person to whom any part of the Contract has been sub-contracted with the consent in writing of the Company and the legal representatives, successors and permitted assigns of such person.

- j. **"Electrical Permit-To-Work"** (EPTW) is a form of declaration signed and given by an Authorised Person, to a competent Person in charge of work to be carried out on any earthed high voltage apparatus for the purpose of making known to such person exactly which apparatus is dead, isolated from all live conductors, has been discharged, is connected to earth, and on which it is safe to work.
- k. **"Works"** shall mean all works to be done by the contractor under the Contract.
- l. **"Writing"** shall include any manuscript, type-written or printed statement, under seal or hand as the case may be.
- m. **"Make Good"** shall mean to carry out repairs, replacements, rectifications where required of the Works at the Contractor's expenses, and execute such works to the entire satisfaction of the Company.
- n. **"Standard Practices"** shall mean all the latest edition of SESCO Standard practices, manuals or code of practice in connection with Design, Construction, Operation and/or Maintenance of the Works.
- o. Words importing persons shall include firms and Company.
- p. Words importing the singular only shall also include the plural and vice versa.
- q. Words importing the masculine gender only shall also include the feminine gender.

2. Contract Period

The contract period is for one (1) calendar year and could be extended for another year subject to work performance level of the contractor.

3. Contractor to Inform Himself Fully

The Contractor shall be deemed to have examined the General Conditions of Contract, Specification, Schedules, Drawings and Plans (if any), and to have obtained on his own responsibility and at his own expenses any additional information which he considers necessary for the completion of his Tender.

4. Deviation of Work

Any deviation from the Specifications, SESCO Standard Practices, approved plans and drawings (if any) shall be authorised in writing by the Company's Representative, failing which the Contractor is responsible for the dismantling and installation of any of the parts rejected as a result of unauthorised alteration, at his own expense.

5. Variation

No extra works or variation to this contract are to be carried out unless supported by written instruction from the Company's Representative.

6. Contractor's Responsibilities

All matters omitted from the contract document, which may be inferred to be obviously necessary for the efficiency, stability and completion of the works, shall be deemed to be included in the contract price or rates.

Unless otherwise specified, the Contractor shall supply the whole of the labour and equipment required for the completion of the works.

The Contract shall also provide transport for the materials (including those to be supplied by the Company) and his employees.

7. Sub-Contracting

The Contractor shall not sub-contract the whole or part of the works without the prior written consent of the Company and such consent if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servant or workmen.

The Contract is deemed terminated if the contractor sub-contracts the whole or part of the work without the prior written consent of the Company. Provided always that the provision of labour on a piecework basis shall not be deemed to be a sub-contract under this Clause.

8. Materials and Workmanship

Unless otherwise specified in the Contract, the Contractor shall provide all materials of the best quality, which are new and of kind specified in the Specification or approved equal for the Contract.

The Company's Representative may reject any materials or workmanship, which in his opinion are not up to the approved standard. Where material or workmanship are rejected by the Company's Representative, the Contractor must immediately demolish or remove from the site and make good the said rejection at his own expenses.

Materials both issued by the Company and/or provided by the Contractor are to be transported and stored on the site or elsewhere in such a manner as to prevent damage, deterioration, contamination or loss. The Contractor will indemnify the Company in respect of any damage, loss, deterioration or contamination of the issued materials.

9. Schedule of Rates

For schedule of rates contract, upon acceptance of a tender by the Company, it accepts only the tenderer's submitted rates for any particular district or project. These agreed rates shall form the basis in computation of the contract sum payable to the Tenderer on satisfactory completion of works given to the Tenderer in the district, or of the project from time to time. The Company reserves the right to let out the remaining works, which have not yet been awarded to the successful tenderer to others.

The estimated quantities specified in the attached schedule of rates are determined based on the current system and used solely for tender adjudication purpose. The Company may or may not execute all the Works quantity as estimated. If in the opinion of the Company or the Company's representative that it is necessary for the expeditious execution of works under this tender which is beyond the capability of the successful tenderer, the Company reserves the right to let out any work which have been awarded to the successful tenderer to others.

10. Liability For Accidents and Damage

10.1 Care of the Works

The Contractor shall take full responsibility for the care of the Works or any Sections or Portions of the Works. In case any damage or loss shall happen to any Portion of the Works, it shall be made good by and at the sole cost of the Contractor and to the satisfaction of the Company's representative. The Contractor shall also be liable for any loss of or damage to the Works occasioned by him or by any Sub-Contractor in the course of any operations carried out by him or by any Sub-Contractor.

10.2 Injury to Persons and Damage to Property

The Contractor shall take all reasonable precautions to prevent injury or death of any person whomsoever arising out of or in the cause of or caused by the execution of the Works, and shall be solely liable for and shall indemnify the Company in respect of any loss, liability, claim or proceeding whatsoever arising under any Ordinance or Common Law in respect of such injury or death, unless due to any act or negligence from the Company's Representative.

The Contractor shall take all reasonable precautions to prevent any damage whatsoever to any property arising out of or by reason of the execution of the Works and shall be solely liable for and shall indemnify the Company against such loss, liability, claim, or proceeding in respect of such damage, provided always that the same is due to any negligence, omission or default of the Contractor, Contractor's employees or agent of any sub-contractor.

The Contractor shall indemnify the Company in respect of death or injury to any person and of all damages to any property occurring before the Works shall have been taken over and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith that shall be occasioned by the negligence of the Contractor or / and Sub-Contractor or by defective design, materials or workmanship.

10.3 Accident or Injury to Workman

The Contractor shall indemnify the Employer against all actions, suits, claims, demands, costs or expenses arising in connection with death or injuries suffered by persons employed by the Contractor or his Sub-Contractors on the Works, whether at Law or under any Statutes dealing with the question of the liability of employers for injuries suffered by employees.

11. **Failure to Start Works, Unsatisfactory Progress and Workmanship, and Defective Works**

If in the opinion of the Company or the Company's Representative, the Contractor:-

- a. has abandoned the Contract; or
- b. without reasonable excuse has suspended the progress of the Works for 3 days after commencement of works; or
- c. has failed to remove defective works from the site or to pull down and replace the works for 3 days after the Company or the Company's Representative has issued a written notice that the said materials or Works had been condemned and rejected by the Company or the Company's Representative under these conditions; or
- d. has in the opinion of the Company or the Company's Representative not made satisfactory progress in the course of executing the works or is not executing the Works in accordance with the Contract or is persistently or flagrantly neglecting to carry out this obligations under the Contract; or
- e. has failed to meet the deadlines set by the Company or deadlines mutually agreed to by the Company and the Contractor to complete the projects; or
- f. has to the detriment of good workmanship or in defiance of the Company's or the Company's Representative instruction, to the contrary sub-let any part of the Contract,

then the Company may enter upon the site and the works and expel the Contractor there from and may himself complete the Works or may employ any other contractor to complete the works and the Company shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor. In addition, the contract may be terminated without further notice.

If this Contract shall have been repudiated by the contractor and/or determined in the manner above stipulated the Company shall not be liable to pay to the Contractor any money on account of this Contract until after the expiration of the maintenance period and thereafter, until the costs of execution maintenance, damages for delay in completion (if any) and all other expenses incurred by the Company shall have been ascertained by the Company's representative. The Contractor shall then be entitled to receive only such sum or sums (if any) as the

Company's representative may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Company the amount of such excess and it shall be deemed a debt due by the Contractor to the Company and shall be recoverable accordingly.

12. Termination of Contract

The Company shall reserve the right to terminate the Contract in any of the following events: -

- (a) Upon the Contractor's failure to perform the contractual obligations within the specified period as the Company deemed reasonable;
- (b) Upon any breach of the terms of the contract which remains unheeded after due notification by the Company;
- (c) Upon the Company discovery that the Contractor and/or its agent representative or employee have committed fraudulent act or acts against the Company;
- (d) Upon the Contractor being adjudicated bankrupt;
- (e) Upon discovery by the Company of the Contractor's involvement in any illegal activities;
- (f) Any legal restrictions imposed by the relevant authority with regard to the performance of the Contract.
- (g) Termination Upon Giving Due Notice;

Notwithstanding the aforementioned, the Company shall be entitled to terminate the Contract at any time for its convenience after giving thirty (30) days prior notice to the Contractor.

In the event of such termination, the Company shall pay the Contractor the amount of any actual loss or damage to the Contractor arising out of or in connection with or by consequence of such termination, but the amount of loss to be paid should not include consequential loss or loss of income or profit or any loss due to any claim, demand or action made or brought against the contractor by the third party.

Termination of this Agreement for any cause shall not release any party hereto from any liability at the time of termination has already accrued to any party hereto or which thereafter may accrue in respect of any act or omission prior to such termination.

13. Payment

Payment shall be based on the actual quantity of purchases according to the quoted unit rates. The company has no obligation to pay the estimate total sum as quoted in the Form Of Tender.

14. Company's Rights

The Company reserves the right to:-

- a. cancel this Contract or let it out to their own workmen or other contractors for unsatisfactory performance on the part of the Contractor.
- b. reject the lowest or any tender.
- c. stop work if contractor do not comply with the OSHA/SESCO standard practice or local authority requirement.
- d. Call a separate tender if the Work (Single order) exceed RM100,000.00.



SYARIKAT SESCO BERHAD

TENDER FOR TAILOR'S WORKMANSHIP FOR SESCO TECHNICAL STAFF'S UNIFORMS FOR YEAR 2011 (Limbang & Lawas)

TENDER SPECIFICATIONS

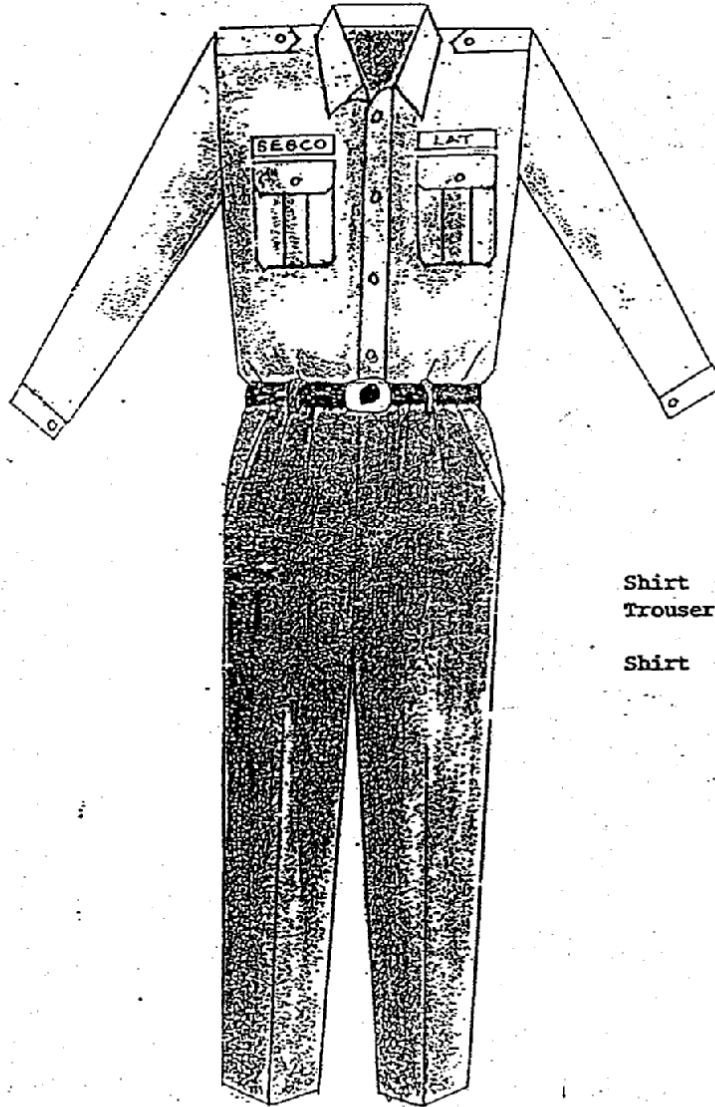
1. The Tenderer is to tender for the **tailor's workmanship only**. Material (cloth) will be supplied by Syarikat SESCO Berhad.
2. The successful tenderer is required to send a tailor to SESCO Regional Office, Limbang and Lawas for measurement of the uniform.
3. The successful tenderer is required to tailor-make the uniform as follows:
 - i. According to the approved designs as per enclosed.
 - ii. The 'Staff Name' tag must be sewn on the top of the left hand pocket of the technician uniform (Type A) and Overall uniform while the 'SESCO' tag on the top of the right hand pocket for the technician uniform and on the right hand side but on the same level as the 'Staff Name' tag for the overall. The nametags with bright blue borders and letters shall be used for the technician uniform and those in bright red for the Overalls. All required cloth nametags would be supplied to the successful tenderer.
4. The uniform shall be delivered to:

The Senior Clerk (Administration)
Syarikat SESCO Berhad
Regional Office
Jalan Ricketts
98700 Limbang
Sarawak
5. The tailoring of the uniform shall be upon request and supported by approved applications forms. An estimated of **282** pairs of uniform are required for the year 2011's entitlement. Syarikat SESCO Berhad will provide the required quantity of material (cloth) based on the measurements taken for the applicants. The delivery period shall be within six (6) months after receipt of the material (cloth) from the company.
6. The successful tenderer is required to complete the tailoring contract for all the SESCO 2011 uniform for Limbang and Lawas staff in accordance with Clause 5 above.

7. If, for any reason, the successful tenderer who has been offered the contract is unable to deliver the uniform within the delivery period of six (6) months, he shall at once give notice of the delay in writing to the Company. The submission and acceptance of the report and/or notice shall not prejudice the rights of the Company under Clause 8 of these specifications.
8. Failure to deliver the uniform within the delivery period specified in the Contract, will in addition to any other remedies of the Company against the tenderer under the Contract, render the successful tenderer liable to a deduction from the Contract Price, as a penalty charge of a sum to be calculated at the rate of five percent (5%) of the value of the uniform which cannot, in consequence of the delay, be used effectively for each week or part of a week which may elapse between the date or dates of delivery specified in Clause 5 of these specifications.
9. Alterations of unfit uniform shall be carried out and delivered back to Syarikat SESCO Berhad within fourteen days upon receipt of notification from the company.
10. Any balance of the material (cloth) supplied, shall be returned to SESCO Regional Office, Limbang within one week from delivery period specified in Clause 5.
11. To expedite payment, the successful tenderer shall furnish the delivery order and invoice at the time of delivery of uniform to:

The Senior Clerk (Administration)
Syarikat SESCO Berhad
Regional Office
Jalan Ricketts
98700 Limbang
Sarawak

Technician Uniform (TYPE A)



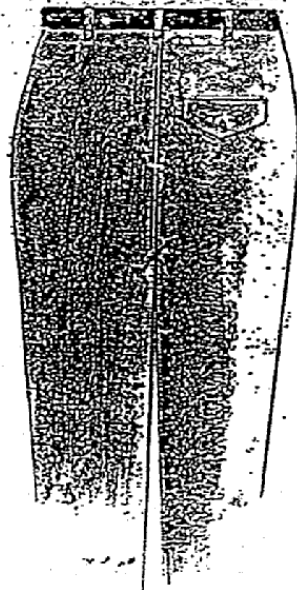
Shirt - Light Green
Trousers - Olive Green

Shirt - Long Sleeves (Type A)
Short Sleeves (Type A)

Technician Uniform (Type A)



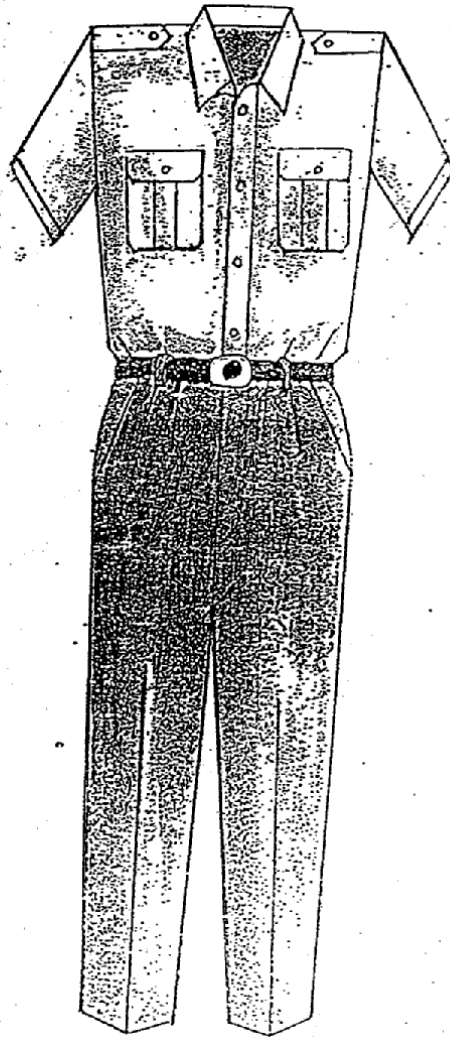
BACK



FRONT



STA Uniform (TYPE B)



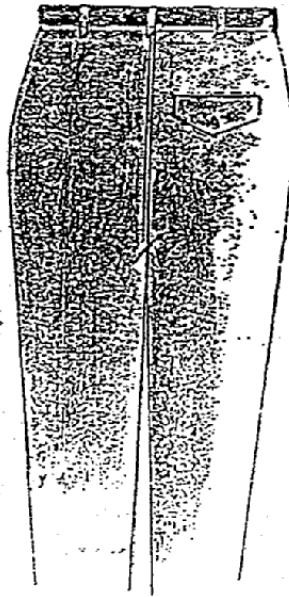
White Short Sleeve Shirt

Blue Trouser

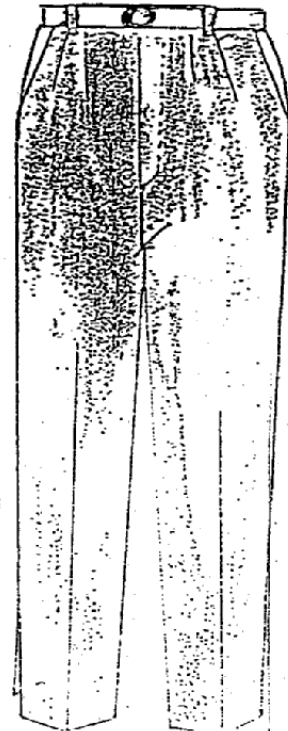
SIA Uniform (Type B)



BACK

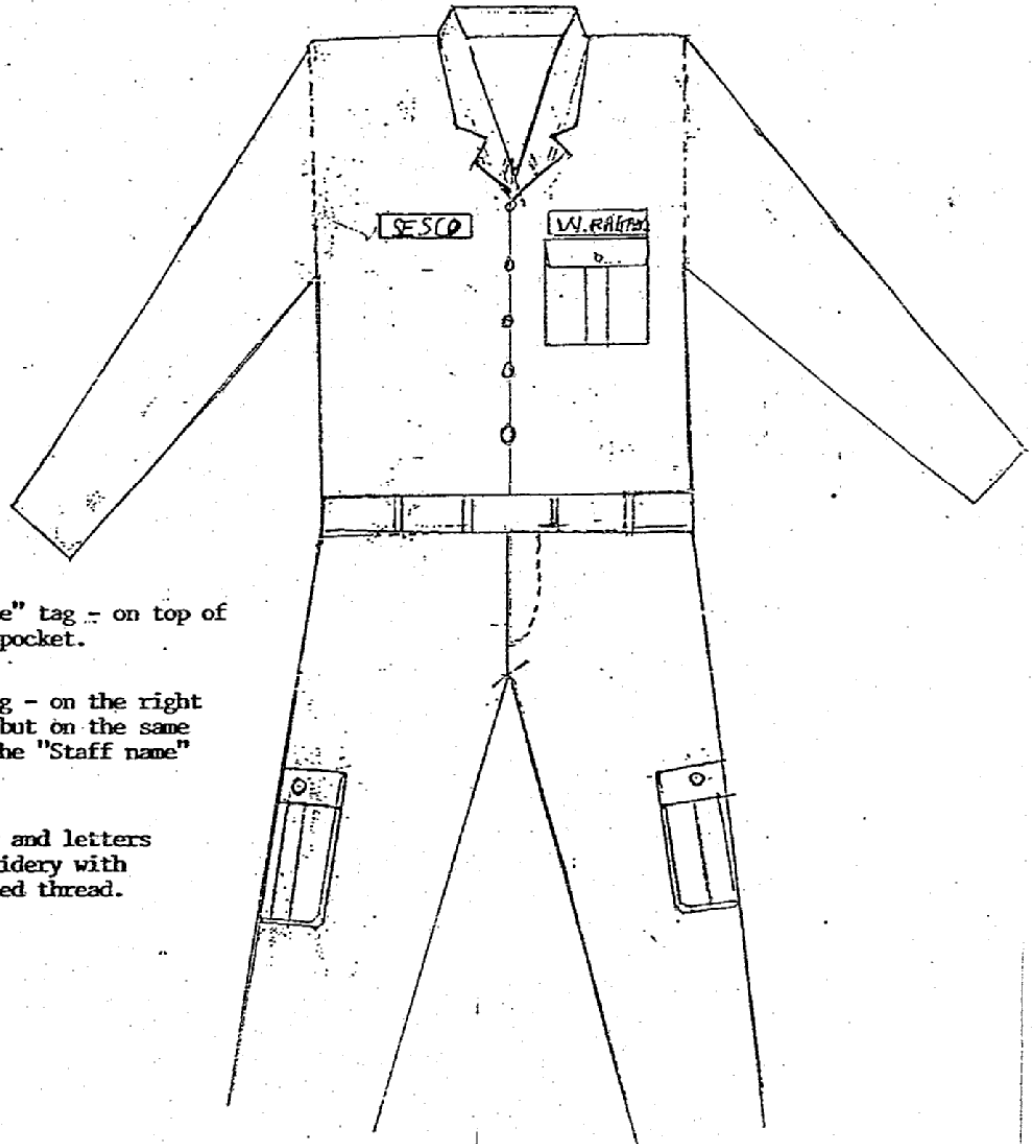


FRONT



BLUE

Overall Suit
(Power Station)



"Staff name" tag - on top of left hand pocket.

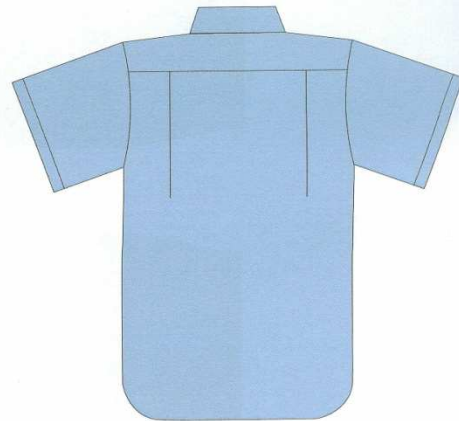
"500" tag - on the right hand side but on the same level as the "Staff name" tag.

Tag Border and letters - in embroidery with bright red thread.

EA SHORT SLEEVE SHIRT
(COLOUR : LIGHT BLUE)
(REFERENCE CODE: EA/SS-01)



FRONT VIEW



BACK VIEW