



## **SYARIKAT SESCO BERHAD**

### **TENDER FOR SUPPLY, SERVICING AND INSTALLATION OF TYRES AND BATTERIES OF SESCO'S VEHICLES**

#### **INSTRUCTIONS TO PERSONS TENDERING**

1. The tender is opened to **Bonafide Contractors** having sufficient knowledge and experience in the supplies and installations of Tyres and Batteries for SESCO'S vehicles. The tenderer should provide evidence on the registration of his company by the attachment of certified true copies of the relevant document with his tender submission
2. The tender must be submitted using the original tender document purchased from Syarikat SESCO Berhad at the cost of **RM80.00**.
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 filling 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 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. 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.
8. 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.
9. The tender must remain valid and open for acceptance for a period of six (6) months from the closing date of the tender.
10. Penalties for Modification and withdrawal for single-envelope system

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 sanctions:

- (i) Bid Bond shall be forfeited.
  - (ii) Where there is no Bid Bond involved, the following penalties shall be imposed:
    - ( a ) 20% loading on the tender prices shall be imposed on all 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 Contractor/Supplier Register.
11. 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 period (i.e. inclusive the six months' Maintenance Period) from the date of our Letter of Acceptance of the Contract. Within 21 days from the date of our Letter of Acceptance of the Contract, the successful tenderer will be required to furnish the required Performance Bond and execute the Contract Agreement with the Company.
12. Tenders received prior to the time of opening will be surely 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.
13. The Company does not bind itself to accept the lowest or any tender, nor to assign any reason for the rejection of any tender.
14. There will be no split award of the tender.
15. The tender or any tenderer who has not conformed with the foregoing instructions may not be considered.

16. The official currency for this Contract shall be the Ringgit Malaysia (RM) and all rates and prices shall be quoted in this currency.
17. Tenderers requiring clarification of the tender documents may contact the Company through:

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

and noted for the attention of the **Senior Clerk (Administration)**

18. The tender marked "**Confidential**" is to be submitted in sealed cover which should be clearly marked "**Tender for Supply, Servicing and Installation Of Tyres And Batteries of SESCO's Vehicles** " but should bear no writing on the outside of the cover which would enable the tenderer to be identified. The sealed cover 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  
Syarikat SESCO Berhad Regional Office  
2<sup>nd</sup> Floor,  
Pujut 1 Road, Miri  
Sarawak

**on or before 3:00 p.m. on 6<sup>th</sup> June 2012.**



# SYARIKAT SESCO BERHAD

## GENERAL CONDITIONS OF CONTRACT

### TENDER FOR SUPPLY, SERVICING AND INSTALLATION OF TYRES AND BATTERIES OF SESCO'S VEHICLES

#### 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"** 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 materials 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 other.

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. 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 unremedied 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.

**11. Payment**

Purchase order shall be issued for all orders including verbal instructions on urgent basis.

Payment shall be based on the actual quantity of purchases according to the quoted unit rates within 45 days after satisfactory completion of works and receipt of the contractor's accurate/correct invoice. The Company has no obligation to pay the estimate total sum as quoted in the Form Of Tender.

**12. 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 Works (single order) exceed RM100,000.00.