

**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF OWNER'S  
ENGINEER (OE) TECHNICAL SUPPORT SERVICES FOR TG. BAKO  
STATCOM**

**RFP DOCUMENTS: SARAWAK ENERGY REF. NO. PLS-200092(OE)**

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**PART I – RFP PROCEDURES**

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**PART I – RFP PROCEDURES**

**SECTION 1 – INTRODUCTION**

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

## INTRODUCTION

The overall Kuching 275kV Ring Network was proposed to be developed in phases. Tg. Bako 275kV substation has been identified as the next 275kV substation to be developed in Kuching which will serve as another bulk power injection into Kuching to resolve the constraints on Kuching 132kV Network. Preliminary reactive compensation studies indicated that a STATCOM to be included as part of the scope for new Tg. Bako 275/132/33kV Substation.

The Tg. Bako STATCOM will be considered as the first STATCOM project undertaken by SEB's Project Delivery (PD) Department. The only other STATCOM in SEB's system is the Tondong STATCOM project which is currently being constructed by the Transmission Department.

As such, SEB is inviting all interested and qualified consulting companies to participate in this tender exercise by submitting detailed proposals and fee structures for the provision of Owner's Engineer (OE) technical support services for Tg. Bako STATCOM

## SCOPE OF SERVICES / SPECIFICATIONS

The Services to be provided by the Consultant include the following:

### 1. General

Sarawak Energy Berhad (SEB) invites interested and qualified Owner's Engineer (OE) professional services to participate in this tender by submitting a proposal for the scope of works detailed out under *Subsection 2: Scope of Services*.

This Request for Proposal (RFP) provides background information, proposed scope of services, deliverables, schedules and tender instructions as a basis for the Proponent to form a fee proposal. Proposals will be assessed in accordance with this RFP.

### 2. Scope of Services

The scope of services/coverage for these engineering works shall consists of the following:

#### 2.1 Conduct System Studies to Determine Tg. Bako STATCOM Technical Parameters

##### 2.1.1 Description of Scope of Services

The OE is required to conduct system studies to determine the technical parameters for Tg. Bako STATCOM which will be utilized in the development of Tg. Bako STATCOM tender specification and tender drawings as specified in the following scope of works under *Subsection 2.2: Development of STATCOM Technical Specification, Generic Technical Requirements, Employer's Design Drawings, Technical Data Sheet for Tg. Bako Substation*.

The Tg. Bako STATCOM design parameters, requirements and ratings will be verified via PSCAD software (EMT time-based simulations). The relevant studies will include, but not limited to, the following:

- (i) Network Harmonic Impedance Calculations (inclusive of system health as well as contingency cases up to N-2.)
- (ii) Harmonic performance emission limits (at each harmonic orders up to 50th harmonic order, covering both integer and non-integer harmonics)

- (iii) Transient study (inclusive of V/I characteristics diagram, control functions, low voltage ride through and overvoltage ride through requirements for Tg. Bako STATCOM at both balanced and unbalance network/fault conditions)
- (iv) Short Circuit calculations (inclusive of Minimum & Maximum level)
- (v) List of studies and test cases etc. requirement to be carried out by the STATCOM OEM.

### **2.1.2 Deliverables**

The OE is expected to produce deliverables, including, but not limited to the following:

- (i) The complete Tg. Bako STATCOM system studies and technical parameters report.
- (ii) Any other deliverables to make this scope complete in all regards.

## **2.2 Development of STATCOM Technical Specification, Generic Technical Requirements, Employer's Design Drawings, Technical Data Sheet for Tg. Bako Substation**

### **2.2.1 Description of Scope of Services**

- A. The OE is required to develop the STATCOM Technical Specification for KNR project including sufficient detail for a full Tender Specification to be developed from it. This Technical Specification will describe the compensators, its required rating, performance, basic operation parameters and other associated equipment and facilities. The content shall include, but not limited to, the following:
  - (i) Power system characteristics at the point of connection for shunt compensator
  - (ii) Compensator characteristics
  - (iii) Operational objectives
  - (iv) Compensator continuous, temporary overload and dynamic overload requirement
  - (v) Rating of compensator equipment
  - (vi) Compensator individual component specification
  - (vii) Functions and control objectives
  - (viii) Response time
  - (ix) Harmonic performance requirement and harmonic impedance data
  - (x) Telephone and radio interference requirements
  - (xi) Audible noise requirements
  - (xii) Total equipment loss evaluation and monetisation
  - (xiii) Availability, reliability, and maintainability requirements
  - (xiv) System engineering studies requirements

- (xv) Testing and commissioning requirements
- (xvi) Documentation
- (xvii) Maintenance

This Technical Specification shall refer with the latest technological innovation and improvement in the field of FACTS devices, as well as the relevant standards (IEEE, IEC, CIGRE and others) to STATCOM systems and equipment.

- B. The OE is required to develop the Generic Technical Requirements as set of SEB's standardized detailed technical specification. The content of Generic Technical Requirements shall be designed in such a way that it can be used for every tender without altering its content and cross referencing.

The Generic Technical Requirements refer to the "Employer's Technical Requirements" section under Contract Appendix E in SEB's standard tender document. It shall include the following:

Part E5 Electrical Works – Substation STATCOM:

- (i) General;
- (ii) STATCOM;
- (iii) Station Earthing and Lightning Protection;
- (iv) Power Transformers and Ancillaries;
- (v) Monitoring, Metering, Control and Protection System;
- (vi) Site Inspection, Testing and Commissioning;
- (vii) Others deemed necessary as per Consultant's proposal.

Samples of existing SEB Transmission 275/132kV Substation Tender Documents will be provided to successful OE as base document and serves as a template on the tender document structure. The additional STATCOM scope is to be appended to the base document provided in the same format. The OE is expected to have meetings and discussions with SEB's representatives to incorporate SEB requirement into the Generic Technical Requirements.

In addition, the OE shall submit, in its proposal, an exhaustive list of inputs and parameters that are required to be provided by SEB for this scope of service. During OE's preparation of Generic Technical Requirement, if the latest inputs or parameters are not available for determination of technical parameters of STATCOM equipment, the OE shall propose, based on industry's best practices, regulatory requirements,

international standards etc, parameters which ensure proper operations of STATCOM in the worst-case scenario.

- C. The OE is required to prepare the Contract Appendix E, Part E3 Employer's Design Drawings. To prepare tender stage layout drawings for the main electrical works, including STATCOM equipment and control building layout, single line diagram for the requirement of auxiliary power system, single line diagram for protection system and all the relevant drawings.
- D. The OE is required to prepare the Contract Appendix G, Part G3 Technical Data Sheet for STATCOM.

### **2.2.2 Deliverables**

The OE is expected to produce deliverables, including, but not limited to the following:

- (i) STATCOM Technical Specification and Generic Technical Requirements, based on the industry's best practices and compliant to IEEE, IEC, CIGRE and other standards.
- (ii) STATCOM Tender Drawings as per Employer's standard drawing list.
- (iii) Technical Data Sheet for STATCOM (Contract Appendix G).
- (iv) Any other deliverables to make this scope complete in all regards.

### **2.3 Tender Briefing, Evaluation & Clarification Assistance**

The OE is required to assist in tender briefing, performs tender evaluation and answering tender clarifications or queries from Tenderers during tendering period. The OE may also be required to be present at SEB's Kuching Office during tender briefing, technical tender evaluation, and tender clarification meetings with the shortlisted tenderers. This scope of work is expected to commence in Oct 2022.

SEB expects the maximum of three (3) OE with expertise in STATCOM equipment and Protection System to participate in these processes. For tender evaluation, the OE is expected to produce a Technical Tender Evaluation Report with its findings and recommendation among shortlisted tenderers.

The remuneration of this service will be paid based on the actual hours worked and the maximum manhours will be capped at 300 hours. Timesheets are to be submitted for approval. Hourly rate for professional services and all the reimbursable expenses shall be listed in Proponent's Proposal Appendix B [Price and Payment].

### **2.4 Review of Design Drawings, Study Report, Control & Protection Scheme and Attend in Design Review Meeting, and Online Meeting**

As part of the project kick-off, the OE is required to verify the data/project information related to the STATCOM that is handed over to Contractor, before the design process is undertaken. During engineering and execution period, OE is required to participate in design review meeting, review and comment on Study Report, Control & Protection Scheme, and electrical engineering design submissions. The OE is required to attend Online meetings and interface with the STATCOM Contractor during construction phase.

The remuneration of this service will be paid based on the actual hours. Timesheets are to be submitted for approval. The estimated manhour, unit rate and total amount for professional services and all the reimbursable expenses shall be provided under Proponent's Proposal Appendix B [Price and Payment].



## **2.5 Provide Technical Support During Manufacturing Process and Factory Acceptance Test (FAT)**

The OE is required to provide technical support during the manufacturing process including represent SEB to witness and feedback of equipment / Factory Acceptance Test (FAT) at manufacturer's plant. Review and comments inclusive of but not limited on following:

- (i) Inspection Test Plan (ITP)
- (ii) Routine Test Report (RTR)
- (iii) FAT test reports

In addition, OE shall also provide support to review the following Real Time Digital Simulator (RTDS) test on STATCOM:

- (i) Contractor's simulator representation,
- (ii) Test program
- (iii) Offered list of performance and
- (iv) Functional tests result

The remuneration of this service will be paid based on the actual hours. Timesheets are to be submitted for approval. The estimated manhour, unit rate and total amount for professional services and all the reimbursable expenses shall be provided under Proponent's Proposal Appendix B [Price and Payment].

## **2.6 Provide Technical Assistance during STATCOM Installation Process**

The OE is required to develop inspection checklist for Installation, provide technical support, when necessary, participate in Mechanical Completion (MC) walkdown (provisional) jointly with SEB and review punch items identified during MC walkdown.

The OE is required to review and provide inputs and recommendations to SEB on the following documents:

- (i) Installation Method Statements,

SEB expects maximum two (2) OE with expertise in STATCOM equipment and Protection System to participate in the MC Walkdown for one trip (2 days).

The remuneration of this service will be paid based on the actual hours. Timesheets are to be submitted for approval. The estimated manhour, unit rate and total amount

for professional services and all the reimbursable expenses shall be provided under Proponent's Proposal Appendix B [Price and Payment].

## **2.7 Provide Technical Assistance for STATCOM Pre-Commissioning and Commissioning Process**

The OE is required to develop Testing and Commissioning checklist including acceptance criteria for the required tests to be performed and provide technical support to witness Site Acceptance Test (SAT) and Commissioning Test of Tg. Bako STATCOM equipment. OE shall provide technical support, when necessary, throughout the commissioning test on STATCOM's performance.

The OE is required to review and provide inputs and recommendations to SEB on the following documents:

- (i) Site Acceptance Test (SAT) Plans,
- (ii) Commissioning Tests
- (iii) O&M Manual
- (iv) Project Punch list
- (v) Project final completion test

The remuneration of this service will be paid based on the actual hours. Timesheets are to be submitted for approval. The estimated manhour, unit rate and total amount for professional services and all the reimbursable expenses shall be provided under Proponent's Proposal Appendix B [Price and Payment].

## **2.8 Performance Monitoring and Ad-hoc Technical Support to SEB**

Following the commissioning test, during first year of operation, interim tests are crucial to assess the effectiveness of the STATCOM under realistic operating conditions. The STATCOM supplier should demonstrate that the system is constantly meeting the specified performance criteria by carrying out field-testing. OE is required to review the test program based on the commissioning tests, test reports and make recommendations to SEB with regards to the performance guarantees.

OE shall provide ongoing support, liaising with SEB's personnel and with the STATCOM supplier. It is envisaged that assistance to SEB will be specifically required when it becomes apparent that the STATCOM is malfunctioning or not meeting the performance criteria.

Maximum one (1) OE with expertise in STATCOM equipment and Protection System is expected to be assigned for Performance Monitoring and Ad-hoc Technical Support to SEB.

The remuneration of this service will be paid based on the actual hours worked and the maximum manhours will be capped at 150. Timesheets are to be submitted for approval. The estimated manhour, unit rate and total amount for professional services and all the reimbursable expenses shall be provided under Proponent’s Proposal Appendix B [Price and Payment].

## 2.9 Timeline for the Performance of the Services

The milestones for this consultancy service are set as below:

During Concept & Pre-Engineering phase:

- (i) To finalise information compilation and Terms of Reference (TOR) for the scope of works detailed out under *Subsection 2: Scope of Services* within two (2) weeks from the Commencement Date.
- (ii) To conduct System Studies to determine the required parameters for Tg. Bako STATCOM with the First draft of the studies reports to be made available for SEB review six (6) weeks from the Commencement Date.
- (iii) Final copy of System Studies shall be made available to SEB two (2) weeks from the issuance of first draft of study report.
- (iv) First draft of STATCOM Technical Specification, Generic Technical Requirements, Employer’s Design Drawings, Technical Data Sheet shall be made available for SEB’s review eight (8) weeks from the Commencement Date.
- (v) Final copy of STATCOM Technical Specification, Generic Technical Requirements, Employer’s Design Drawings, Technical Data Sheet shall be made available to SEB eleven (11) weeks from the Commencement Date.

Table 1 below shows the consultancy service milestone for Tg. Bako Substation STATCOM during Pre-Engineering Phase:

Tg. Bako STATCOM		Week No./ Duration	Wk 0	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12
1.	RFP STATCOM Award	1 week													
2.	Kick-Off Meeting, Finalize Info Compilation and TOR	2 weeks													
3.	First Draft of STATCOM System Studies Report	4 weeks													
4.	Final Copy of STATCOM System Studies Report	2 weeks													
5.	First Draft of STATCOM Technical Specification, Generic Technical Requirements, Employer's Design Drawings, Technical Data Sheet for Tg. Bako Substation	4 weeks													
6.	Final Copy of STATCOM Technical Specification, Generic Technical Requirements, Employer's Design Drawings, Technical Data Sheet for Tg. Bako Substation	3 weeks													
7.	Incorporation of Item 6 into Tg. Bako EHV Substation Main Tender Package and Tender Float (By Oct 2022)	1 week													

Table 1: Milestones for Pre-Engineering Scope of Works for OE Services

## 2.10 Service Coverage

The OE shall provide services, inclusive of but not limited to finalize on Tg. Bako STATCOM as following:

- (i) Conduct System Studies to Determine Tg. Bako STATCOM Technical Parameters.
- (ii) Development of STATCOM Technical Specification, Generic Technical Requirements, Employer's Design Drawings, Technical Data Sheet Tg. Bako Substation.
- (iii) Tender Briefing, Evaluation & Clarification Assistance.
- (iv) Review of Design Drawings, Study Report, Control & Protection Scheme and Attend in Design Review Meeting, and Online Meeting.
- (v) Provide Technical Support During Manufacturing Process and Factory Acceptance Test (FAT).
- (vi) Provide Technical Assistance during STATCOM Installation Process.
- (vii) Provide Technical Assistance for STATCOM Pre-Commissioning and Commissioning Process.
- (viii) Performance Monitoring and Ad-hoc Technical Support to SEB.

The personnel track record and Curriculum Vitae (CV) on relevant experience shall also be submitted in your RFP.

All AutoCAD drawings files, PSCAD simulation files and Microsoft Word document files of the deliverables shall be handed over to SEB for the first and final draft.

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**PART I – RFP PROCEDURES**

**SECTION 2 – RFP PARTICULARS**

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

<b>RFP Particulars</b> RFP for Engagement of Owner's Engineer (OE) Technical Support Services for Tg. Bako STATCOM			
<b>No.</b>	<b>Clause Reference</b>	<b>Description</b>	<b>Details</b>
1.	Clause 1.1(c)	Closing Date and Time	3:00 pm on Wednesday, 15 <sup>th</sup> June 2022
2.	Clause 1.1(h)	Eligibility Requirements	a) The Proponent shall have experience in conducting STATCOM system studies and developing STATCOM technical specifications for at least one (1) STATCOM project as the Main Consultant in the past five (5) years; b) The Proponent shall have experience in providing OE technical support services in STATCOM design, construction, installation, testing and commissioning for at least one (1) STATCOM project as the Main Consultant in the past five (5) years; and c) Refer to Item No. 7 [ <i>Support for Local Participation</i> ] for mandatory requirements on local participation.
3.	Clause 1.1(dd) and 9	Sarawak Energy's Representative	<b>Ir. John Lau Lee Yii</b> Senior Manager (Central Engineering & Technical Assurance) Project Delivery Tel No.: +60 82 388 388 Fax No.: +60 82 344 588
4.	Clause 1.1(w)	Proposal Validity Period	The period commencing from the Closing Date and Time and expiring on the date falling <i>one hundred and eighty (180)</i> days from the Closing Date and Time

<b>RFP Particulars</b> RFP for Engagement of Owner's Engineer (OE) Technical Support Services for Tg. Bako STATCOM			
5.	Clause 5.1	RFP Briefing (via Microsoft Teams)	A mandatory RFP briefing will be conducted as follows:  The date and time for the RFP briefing is Date: 24 <sup>th</sup> May 2022, Tuesday Time: 2:30 pm  <b><i>Attendance at the RFP briefing by the company director/principal is mandatory (including all the team members).</i></b>
6.	Clause 6.1	Site Visit	Not Applicable
7.	Clause 13	Support for Local Participation	Mandatory criteria for Support for Local Participation:  a) Proponent to commit to SEB's staff secondment arrangement;  b) Proponent to hire Sarawakian engineering personnel to form at least 10% of the total proposed key engineering personnel; and  c) Proponent to appoint Sarawakian consultant firm as sub-consultant(s). The firm shall be registered with Board of Engineers Malaysia (BEM) and Unit Pendaftaran Kontraktor dan Juruperunding Negeri Sarawak (UPKJ).
8.	Clause 25.1	Pricing Method	Fee & Reimbursable based on Proposal Appendix B [ <i>Price and Payment</i> ] set out in Part II, Section 2 of the RFP Document.
9.	Clause 29.2	Value of Proposal Security	Not Applicable.

<b>RFP Particulars</b> RFP for Engagement of Owner's Engineer (OE) Technical Support Services for Tg. Bako STATCOM			
10.	Clause 32.1	Copies of Proposal	<p>Proposal shall be submitted in via SEPRO.</p> <p>The relevant attachments, where applicable, are to be in an editable format capable of being read using MS<sup>®</sup> Office applications without further conversion.</p>
11.	<b>Clause Error! Reference source not found.</b> and Clause 33.1	Address for submission of Proposals	<p>Tenderers to complete the Event Contents by clicking way of "Submit Entire Response" by the tender Closing Date and Time.</p>
12.	Clause 34.1	Alternative Proposals	<p>Proponents <i>may</i> submit Alternative Proposals.</p>



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**PART I – RFP PROCEDURES**

**SECTION 3 – INSTRUCTIONS TO PROPONENTS**

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

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## A. GENERAL

### 1. Definition and interpretation

#### 1.1 For the purpose of these Instructions to Proponents:

- (a) **"Affiliate"** means, in relation to any person or entity, a subsidiary of that person or entity or a holding company of that person or entity or any other subsidiary of that holding company;
- (b) **"Authorised Signatory"** means the person (or persons) authorised by the Proponents to exercise the rights and powers and perform the functions set out in Clause 24.1;
- (c) **"Closing Date and Time"** means the date and time by which Proposals are required to be received by Sarawak Energy, as set out in the RFP Particulars;
- (d) **"Companies Act"** means the Companies Act 2016 (ACT 777);
- (e) **"Consortium Proponent"** means a Proponent 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 Proponent, as selected by Sarawak Energy in accordance with this RFP process, as set out in the Form of Contract;
- (g) **"Corporate Authorisation"** means with respect to a Proponent (or member of a Consortium Proponent):
  - (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 Proponent's Authorised Signatory in accordance with the requirements of Clause 24;
- (h) **"Eligibility Requirements"** means the eligibility requirements for each Proponent (or members of a Consortium Proponent), as set out in the RFP Particulars;
- (i) **"Form of Contract"** means the documents listed under the heading "Form of Contract" in Part I, Section 4 of the RFP Documents;

- (j) **"Form of Proposal"** means the document entitled "Form of Proposal" set out in Part II, Section 1 of the RFP Documents, which is required to be completed by the Proponents and submitted with their Proposal;
- (k) **"SST"** means sales and services tax payable in accordance with the Sales Tax Act 2018 and the Service Tax Act 2018 respectively;
- (l) **"Instructions to Proponents"** means this document;
- (m) **"Key Employee"** means any employee of Sarawak Energy or an Affiliate of Sarawak Energy that is responsible for the management or administration of budgetary or procurement decisions;
- (n) **"Notification of award"** means the notification of award issued by Sarawak Energy to the successful Proponent for the Services;
- (o) **"Local Participation"** means (in descending order of preference):
  - (i) business entities registered with the UPKJ as having Bumiputera status within Sarawak (or, where such UPKJ certification is not possible, certification by another suitable authority acceptable to Sarawak Energy);
  - (ii) Sarawak-based business entities registered with the UPKJ;
  - (iii) other business entities registered and incorporated in Sarawak and majority owned and controlled by Sarawakians; and
  - (iv) any other business entities registered and incorporated in any State of Malaysia and majority owned and controlled by Malaysians;
- (p) **"Pricing Appendix"** means the document entitled "Proposal Appendix B – Price and Payment" set out in Proposal Appendices which sets out the manner in which the Proposal Price shall be calculated;
- (q) **"Proponent"** means any entity or group of entities (in the case of a Consortium Proponent) issued with a copy of the RFP Documents or otherwise invited by Sarawak Energy to submit a Proposal;
- (r) **"Proponent's Representative"** means the person (or persons) authorised by the Proponent to act as its main point of contact with Sarawak Energy and / or Sarawak Energy's Representative for the purposes of this RFP process; and
- (s) **"Proposal"** means those documents comprising the formal offer for the provision of the Services required to be completed by the Proponent which is

to be submitted to Sarawak Energy by the Closing Date and Time in accordance with these Instructions to Proponents;

- (t) **"Proposal Appendices"** means the appendices set out in Part II, Section 2 of the RFP Documents and required to be completed by the Proponent and submitted with their Proposal;
- (u) **"Proposal 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 Proponents;
- (v) **"Proposal Security"** means the security required to be submitted by each Proponent with their Proposal;
- (w) **"Proposal Validity Period"** means the period of time during which each Proponent's Proposal shall remain valid and open for acceptance by Sarawak Energy as set out in the RFP Particulars (as may be extended from time to time in accordance with these Instructions to Proponents);
- (x) **"Related Party"** means:
  - (i) with respect to a non-Consortium Proponent, director, partner or an officer of such Proponent; and
  - (ii) with respect to a Consortium Proponent, a director, partner or an officer of any of the members of such Consortium Proponent;
- (y) **"RFP"** means request for proposal;
- (z) **"RFP Documents"** means those documents issued to the Proponent as part of this RFP process, as may be amended in accordance with any addendum issued by Sarawak Energy in accordance with these Instructions to Proponents;
- (aa) **"RFP Particulars"** means the RFP particulars set out in Part I, Section 2 of the RFP Documents, setting out those matters particular to this RFP process;
- (bb) **"Sarawak Energy"** means Sarawak Energy Berhad (company number 007199-D);
- (cc) **"Sarawak Energy Director"** means any director of Sarawak Energy, or any director of an Affiliate of Sarawak Energy;
- (dd) **"Sarawak Energy's Representative"** means the person named in the RFP Particulars as its main point of contact with the Proponent and / or the Proponent's Representative for the purposes of this RFP process;

- (ee) **"Services"** means the services to be provided by the successful Proponent under the Contract;
- (ff) **"Taxes"** means all direct and indirect taxes imposed in any jurisdiction by any governmental entity or semi-governmental entity (including any Government Authority), including income taxes, corporate taxes, withholding taxes, sales taxes, service taxes, customs duties, fees, levies, imposts, charges, royalties (including quarry royalties), dues or assessment of any nature;
- (gg) **"UPKJ"** means Unit Pendaftaran Kontraktor dan Juruperunding; and
- (hh) **"SEPRO"** means Sarawak Energy e-Procurement system.

## 1.2 Throughout the RFP Documents:

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

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

- 1.4 Clause 2, Clause 17, Clause 18, Clause 28, Clause 29, Clause 38, Clause 39.4 and any other additional clauses of these Instructions to Proponents which, by their nature, are intended to survive the cancellation, conclusion or termination of the RFP process, shall survive the cancellation, conclusion or termination of the RFP process.

**B. RFP DOCUMENTS AND RFP 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 Proponent during the RFP process, which is provided to Proponents 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 Proponent.
- 2.2 Each Proponent should conduct their own investigations and analyses of the information set out in the RFP Documents and by submitting a Proposal, the Proponent 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 RFP Documents**

- 3.1 Failure by the Proponent to furnish all information and documentation required by the RFP Documents, including in the format required, may result in its Proposal being rejected.
- 3.2 Proponents proposing any deviation to the Form of Contract or its preferred form of contract shall do so in accordance with the forms set out in Proposal Appendix D [*Proposed Minor Deviations to the Form of Contract*].
- 3.3 Each Proponent shall be deemed to have accepted all documents set out in the Form of Contract to the extent it has not proposed any deviation or preferred form in accordance with the forms set out in Proposal Appendix D [*Proposed Minor Deviations to the Form of Contract*].
- 3.4 All documents comprising the Proposal shall be prepared in accordance with the forms and appendices provided as part of the RFP Documents in sufficient detail to demonstrate the Proponent's ability to meet Sarawak Energy's requirements for the Services.

**4. Proposals from Consortium Proponents**

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



- 4.2 If a Consortium Proponent is selected as the successful Proponent, 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 Proponent to enter into the Contract together with the Proponent on a joint and several basis and the Proponent shall (and shall procure that each of its members shall) contract on such a basis.
- 4.3 Proposals submitted by a Consortium Proponent shall also comply with the following additional requirements:
- (a) the Proposal (and the Proposal shall include an undertaking that in case of a successful Proposal, 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 Proponent shall provide a Corporate Authorisation in accordance with Clause 24.3; and
  - (c) the Proposal shall include all information and documentation specified as applicable for Consortium Proponents in the RFP Documents.
- 4.4 Each Consortium Proponent shall at all times comply with any legal requirements applicable to Consortium Proponents in Sarawak.
- 5. RFP briefing**
- 5.1 For the assistance of all Proponents, Sarawak Energy may arrange a RFP briefing on such date(s) and time(s), and at such location(s), as set out in the RFP Particulars. Attendance at a RFP briefing is mandatory.
- 5.2 Not later than two (2) days prior to a RFP briefing, the Proponent shall inform Sarawak Energy's Representative of the persons that will be attending the RFP briefing on its behalf (limited to a maximum of three (3) persons).
- 6. Site visit**
- 6.1 For the assistance of all Proponents, Sarawak Energy may arrange a site visit on such date(s) and time(s), and commencing from such meeting point, as set out in the RFP Particulars. Attendance at a site visit is mandatory.
- 6.2 Where a date and time for a site visit is not set out in the RFP Particulars, the Proponent is nevertheless advised to arrange with Sarawak Energy's Representative to visit and examine the site and its surroundings and obtain for itself all information that may be necessary for the preparation of a complete Proposal.
- 6.3 Not later than two (2) days prior to a site visit, the Proponent shall inform Sarawak Energy's Representative of the persons that will be attending the site visit on its behalf.

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

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

## **7. Clarification of RFP Documents**

7.1 Any Proponent requiring clarification of any matter set out in the RFP Documents shall notify Sarawak Energy's Representative in writing not later than the date falling seven (7) days prior to the Closing Date and Time.

7.2 Sarawak Energy may, but is under no obligation to, respond to any request for clarification which it receives (and any such response shall be provided for information purposes only).

## **8. Issuing of addendum**

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

## **9. Sarawak Energy's Representative**

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

## **10. Subcontracting**

10.1 The Proponent agrees, if it is selected as the successful Proponent by Sarawak Energy, that it shall not, under any circumstances, subcontract the whole of the Services.

10.2 Without in any way limiting Clause 10.1, if a Proponent is selected as the successful Proponent 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).

**C. HEALTH, SAFETY AND ENVIRONMENT**

**11. Health, Safety and Environment**

11.1 Proponents 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.

11.2 Proposals shall demonstrate the Proponent's ability and commitment to meet the health, safety and environment requirements and Proponents shall incorporate, as part of their Proposal, all costs and expenses required to comply with their health and safety management obligations in the provision of the Services.

**D. INFORMATION SECURITY MANAGEMENT SYSTEM**

**12. Information Security Management System**

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

**E. LOCAL PARTICIPATION**

**13. Support for Local Participation**

13.1 Each Proposal shall be prepared on a basis that seeks to maximise the opportunity for the participation of Local Participation in the provision of the Services and promotes the opportunity for knowledge transfer.

- 13.2 In preparing and submitting its Proposal, the Proponent shall be required to identify and demonstrate how it intends to maximise the participation of Local Participation in the provision of the Services.
- 13.3 Sarawak Energy reserves the right to request such further information or evidence from a Proponent as it may reasonably require to ensure that the principles for supporting and promoting opportunity for the participation of Local Participation in the provision of the Services are complied with.
- 13.4 The successful Proponent's commitments relating to the levels of participation of Local Participation shall constitute an enforceable contractual obligation under the Contract and the successful Proponent 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.
- 13.5 For the purposes of this Clause 13:
- (a) the value of any goods, materials (including raw materials), labour, plant and equipment not originating from sources from within Malaysia; and
  - (b) any portion of the Services that are purportedly to be provided through the use of Local Participation but are subsequently further subcontracted to entities that do not constitute Local Participation,
- shall not be recognised or attributed by Sarawak Energy towards fulfilling the committed levels of participation of Local Participation.

**F. CORPORATE SOCIAL RESPONSIBILITY**

**14. Corporate social responsibility initiatives**

- 14.1 Proposals that display a commitment to corporate social responsibility, through good corporate citizenship, will be viewed favourably by Sarawak Energy.
- 14.2 Examples of initiatives encouraged by Sarawak Energy include sponsorships, charitable initiatives or general community services, which promote the following principles:
- (a) creation of economic opportunities for Sarawakians;
  - (b) investment in local communities;
  - (c) sustainability; and
  - (d) transparency and community engagement.

**G. REQUIREMENTS OF PROPOSALS**

**15. Scope of Proposal**

Proposals shall be submitted for the whole of the Services as set out in the RFP Documents.

**16. Eligibility to participate in the RFP process**

Only those Proponents meeting the Eligibility Requirements are permitted to participate in this RFP process.

**17. Confidentiality obligations**

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

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

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

**18. Personal data**

In submitting a Proposal, each Proponent:

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

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

**19. Corrupt practices**

19.1 Sarawak Energy requires that all Proponents observe the highest standard of ethical practices throughout the RFP process and, in the case of the successful Proponent, during the provision of the Services.

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

- (a) reject a Proposal or, in the case of the successful Proponent, immediately terminate any Contract; and
- (b) impose sanctions on a party (including a Proponent, the successful Proponent, 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 RFP process conducted by Sarawak Energy,

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

**H. PREPARATION OF PROPOSAL**

**20. Documents comprising the Proposal**

The Proponent must complete and include the following documents as part of its Proposal:

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

**21. Cost of participating in the RFP process**

The Proponent shall bear all costs associated with the preparation and submission of its Proposal, 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 RFP process.

**22. Language**

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

**23. Governing law and jurisdiction**

- 23.1 The RFP Documents and this RFP process are governed by the laws of Malaysia, as applicable in Sarawak.
- 23.2 The Courts of Sarawak shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with RFP Documents and the RFP process.

**24. Corporate Authorisation**

- 24.1 Each Proponent 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 Proponent's participation in the RFP process, signing the Proposal and signing the Contract.
- 24.2 The Proponent and / or the Authorised Signatory may delegate any of its rights, powers and functions (other than signing the Proposal and signing the Contract) of the Authorised Signatory to the Proponent's Representative.
- 24.3 If a Proponent is a Consortium Proponent, each member of the Proponent shall provide an appropriate Corporate Authorisation providing for the authorisation of the Authorised Signatory in respect of the matters referred to in Clause 24.1.

**25. Proposal Price**

- 25.1 The pricing method for the Proposal Price (or each portion of the Proposal Price) is as set out in the RFP Particulars.
- 25.2 Except as otherwise stated in this Clause 25, the Proposal Price shall be inclusive of all Taxes which may be applicable to the Services as set out in the Pricing Appendix and include any Disbursements (if any).
- 25.3 The Proposal Price excludes any stamp duty payable in relation to the Services within Malaysia, and Sarawak Energy shall be liable to arrange and pay for all such duty.
- 25.4 Where the SST is applicable to the Services, or any part of the Services, the successful Proponent shall:
  - (a) fully comply with the requirements of the Sales Tax Act 2018 and the Service Tax Act 2018 (including the requirements for the issuing of a valid invoice); and
  - (b) provide Sarawak Energy with suitable evidence of its registration with the relevant Government Authority in accordance with the requirements of the Goods and Services Tax Act 2014.

## 26. Currencies and cost fluctuations

- 26.1 The Proposal Price and all rates and the prices set out in the Pricing Appendix shall be quoted by the Proponent in Ringgit. However, Proponents based outside of Malaysia may submit their Proposal in foreign currencies. Notwithstanding this, all payments shall be made in Ringgit and shall be calculated based on the official exchange rate published by Bank Negara Malaysia as of the date of the Notification of award.
- 26.2 On and from the Closing Date and Time, the Proponent shall under no circumstances be permitted to amend its Proposal Price and the Pricing Appendix, regardless of:
- (a) any change in any applicable Laws (including the introduction of any new Taxes);
  - (b) any fluctuation in the foreign exchange rate;
  - (c) any fluctuations in the cost of materials and / or labour; or
  - (d) any other occurrence.

## 27. Proposal Validity Period

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

## 28. Conflict of interest

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

## 29. Proposal Security

- 29.1 A Proposal shall be accompanied by a Proposal Security (also known as a bid bond or a bid security) issued to Sarawak Energy on the date the Proposal is submitted if required by the RFP Particulars. Failure by a Proponent to include the Proposal



Security may, in Sarawak Energy's sole and absolute discretion, result in a Proponent being disqualified from the RFP process or its Proposal being rejected.

29.2 The Proposal Security may be provided, at the Proponent'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 Proponents, or such other form confirmed in writing as being acceptable to Sarawak Energy;
- (b) an irrevocable letter of credit; or
- (c) cash, bank draft, cashier's cheque or certified cheque made payable to Sarawak Energy,

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

29.3 The Proposal Security may be forfeited, if:

- (a) the Proponent withdraws its Proposal during the Proposal Validity Period;
- (b) the successful Proponent fails:
  - (i) to sign the Contract in accordance with Clause 40;
  - (ii) furnish any required performance security in accordance with the Contract; or
  - (iii) in Sarawak Energy's reasonable opinion, the Proponent has in any other way breached a material aspect of this RFP process.

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

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

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

- (a) Proposal Security of any Proponent who refuses to grant such extension shall be returned; and

- (b) Proponent shall be deemed to have waived the right to further participate in the RFP process.

### 30. **Insurance policies**

The successful Proponent shall provide to Sarawak Energy:

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

## **I. SUBMISSION AND OPENING OF PROPOSALS**

### 31. **Format of Proposal**

- 31.1 Proposals shall be submitted in via SEPRO.
- 31.2 The relevant attachments, where applicable, are to be in an editable format capable of being read using MS<sup>®</sup> Office applications without further conversion.

### 32. **Preparation of Proposal**

- 32.1 The Proponent shall prepare the proposal in accordance with the set requirements via SEPRO.

### 33. **Closing Date and Time**

- 33.1 Proposals shall be received by Sarawak Energy via SEPRO no later than the Closing Date and Time.
- 33.2 Any Proposal received by Sarawak Energy after the Closing Date and Time may be declared late or rejected by Sarawak Energy.

### 34. **Alternative Proposals**

- 34.1 In addition to its Proposal, the Proponent may include any alternative Proposals ("**Alternative Proposals**").
- 34.2 When submitting any Alternative Proposal, the Proponent shall:
  - (a) submit a separate set of completed RFP Documents, including a cover letter, describing the reasons for proposing the Alternative Proposal and the advantages and/or disadvantages to Sarawak Energy; and
  - (b) include the set of completed RFP Documents in a separate envelope, marked as "Alternative Proposal".

34.3 Sarawak Energy may or may not, in its sole and absolute discretion, consider any Alternative Proposal.

34.4 The Proposal and any Alternative Proposal submitted shall be binding on the relevant Proponent and be treated as if each were individually a "Proposal" within the meaning of these Instructions to Proponents.

## **J. EVALUATION OF PROPOSALS**

### **35. Evaluation of Proposals**

(a) Sarawak Energy's evaluation of the Proposals 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 Proposal;
- (ii) the Proposal Price and the rates and prices set out in the Pricing Appendix; and
- (iii) such other information as Sarawak Energy considers relevant to the evaluation and assessment of each Proponent's Proposal.

(b) Following the evaluation of each Proposal, Sarawak Energy will compare all substantially responsive Proposals to determine the Proposal that represents the best value to Sarawak Energy.

### **36. Proposal Price prevails**

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

### **37. Clarification of Proposals**

To assist in the evaluation, and comparison of Proposals, Sarawak Energy may (but is in no way obliged to) request a Proponent to clarify certain aspects of its Proposal.

### **38. Sarawak Energy's rights**

38.1 Sarawak Energy is not obliged to:

- (a) consider or evaluate any Proposal;
- (b) award the Contract to the Proponent submitting the lowest Proposal Price; or

(c) accept any Proposal,

and reserves the right to reject or disqualify any Proposal, or to cancel the RFP process at any time without any obligation or incurring any liability to any Proponent.

38.2 Sarawak Energy's rights in accordance with Clause 38.1 shall apply at any and all times during the RFP process, notwithstanding that any Proponent(s) may have been notified as a successful or preferred Proponent.

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

38.4 Notwithstanding any other provision of these Instructions to Proponents 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 Proponent 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 Proponent, as a result of or in connection with this RFP process.

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

- (a) imposition of a penalty or handicap against such Proponent in relation to this RFP process and / or any future procurement exercises of Sarawak Energy; and
- (b) disqualification of such Proponent from participation in this RFP process and / or any future procurement exercises of Sarawak Energy.

## **K. AWARD OF CONTRACT**

### **39. Contract award**

39.1 Prior to the expiration of the Proposal Validity Period, Sarawak Energy may issue a Notification of award to the successful Proponent, which shall specify the terms and conditions on which the successful Proponent is awarded the Contract for the Services. Sarawak Energy may, in its sole discretion, issue a Notification of award to more than one Proponent.

- 39.2 Within ten (10) days (or such later date as Sarawak Energy may in its reasonable discretion require) of receipt of a Notification of award, the successful Proponent shall duly execute and sign the acknowledgment to the Notification of award, and return it to Sarawak Energy.
- 39.3 Until such time as a formal Contract is prepared and executed, the Notification of award shall constitute a binding contract between Sarawak Energy and the successful Proponent for the Services on the terms and conditions set out in such Notification of award.
- 39.4 Failure to execute and sign the acknowledgment of its agreement to the terms and conditions set out in the Notification of award or the Contract within the timeline set out in these Instructions to Proponents may result in the Proponent's disqualification from the RFP process (and its pre-existing status as the successful Proponent being null and void), its Proposal being rejected and the Notification of award being null and void and Sarawak Energy reserves the right to award the Contract to alternative Proponents (including those that Sarawak Energy has notified that their Proposal has not been successful), in which case this Clause 39 and Clause 40 shall apply to that Proponent.
40. **Signing of Contract**
- 40.1 Following the issuance of the Notification of award, Sarawak Energy will compile all documents comprising the Contract prior to sending these documents to the successful Proponent for signature.
- 40.2 Within seven (7) days of receipt of the finalised Contract (or such later date as may be required by Sarawak Energy), the successful Proponent shall duly execute and sign the Contract and return it to Sarawak Energy.

## APPENDIX – FORM OF PROPOSAL SECURITY

[*Sarawak Energy Berhad / Syarikat SESCO Berhad / Sarawak Power Generation Sdn. Bhd. / Mukah Power Generation Sdn. Bhd.*] ("**Sarawak Energy**") has invited the submission of tender offers for the provision of Request for Proposal for Engagement of Owner's Engineer (OE) Technical Support Services for Tg. Bako STATCOM.

[*Insert name of Proponent or, in the case of a Consortium Proponent, insert names of all members of the Consortium Proponent*], being a company properly incorporated under the laws of [*insert the place of incorporation of Proponent, or, in the case of a Consortium Proponent, insert the place of incorporation of all members of the Consortium Proponent*] and with its registered office situated at [*insert registered office details of Proponent, or, in the case of a Consortium Proponent, insert registered office details of all members of the Consortium Proponent*] (the "**Proponent**") has submitted a proposal, dated [*insert date*], in connection with the provision of Request for Proposal for Engagement of Owner's Engineer (OE) Technical Support Services for Tg. Bako STATCOM for consideration by Sarawak Energy.

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

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

- (c) irrespective of any notice or other instruction, which has been given by the Proponent 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 Proponent 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 Proponent, before making any demand on this Guarantee.
- 6. We agree that payment of any sum or sums by us, in accordance with this Guarantee, shall be made without any set-off, abatement, withholding, deduction or counterclaim whatsoever.
- 7. We agree that Sarawak Energy may make any number of demands under this Guarantee.
- 8. Other than following the:
  - (a) performance of all of our obligations under this Guarantee; or
  - (b) expiration of this Guarantee, in accordance with paragraph 9,

we shall not be discharged or released from all or any part of our obligations in accordance with this Guarantee, for any reason or cause whatsoever, including, without limitation, as a result of any arrangement between the Proponent and Sarawak Energy with or without our consent and/or knowledge, by any alteration in the obligations undertaken by the Proponent or by any forbearance, whether as to payment, time, performance or otherwise.
- 9. This Guarantee is a continuing guarantee and shall be valid until [*insert a date that is not less than one hundred and eighty (180) days after the date of expiry of the Proposal Validity Period*].
- 10. This Guarantee is governed by and shall be constructed in accordance with the laws of Malaysia, as applicable in the State of Sarawak, for the time being in force and the Surety and Sarawak Energy agree to submit to the non-exclusive jurisdiction of the courts of the State of Sarawak, Malaysia.

Dated this .....day 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:

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Signature of authorised representative

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Name and designation of authorised representative

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Company stamp

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Signature of witness

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Name and designation of witness