



**TENDER FOR RENTING A PHOTOCOPY
MACHINE FOR SYARIKAT SESCO BERHAD,
LAWAS STATION**



**TENDER FOR RENTING A PHOTOCOPY
MACHINE FOR SYARIKAT SESCO BERHAD,
LAWAS STATION**

INSTRUCTIONS TO PERSONS TENDERING

1. The tenderer must be registered with Unit Pendaftaran Kontraktor(U.P.K.) under Supplies & Services, Head IV, Subhead 3. The tenderer should provide evidence on the registration of his company with UPK by the attachment of certified true copies of the relevant document with his tender submission.
2. This tender covers the renting of a photocopier machine for SESCO Lawas Office along Ricketts road on an annual basis.
3. The Tender must be made on the accompanying Forms of Tender with all the blanks therein and all the Schedules duly filled up in inks and signed. The tender price must include all incidental and contingent expenses. In particular, the Form of Tender must be completed and signed without alteration.

Tenders are particularly directed that the amount entered on the Form of Tender shall be for Performing the contract strictly in accordance with the bound document and shall be the sum total of all the amounts printed into and entered by the Tenderer upon the Schedule of Rates.

4. No alteration is to be made in the Form of Tender or in the Schedule thereto except in filling up the blanks as directed.

If any such alteration were made or if these instructions were not fully complied with, the tender may be rejected.

The Tenderer, however, is at liberty to add any further details that he may deem desirable and, in the event of his so 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 unless they are subsequently incorporated in a contract.

5. If the Tenderer has any doubt as to the meaning of any portion of the Specification of this Tender, he shall, when submitting his Tender, set out in his covering letter the interpretation on which he relies.
6. Tenderers shall be deemed to have visited the premises and to have collected all information required for tendering purposes. Tenderers should ascertain for themselves the site conditions for the purpose of submitting a Tender.
7. Bumiputra Tenderers are required to submit certified copies of Trade Registrations showing the proportion of Bumiputra participation in the companies and the names of the directors of the companies.
8. The tender must remain valid and open for acceptance for a period of four (4) months from the closing date of the tender.
9. 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 Corporation 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) 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.
10. The Contractor shall require to submit Performance Bond if the contract sum exceeds 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 Corporation.

11. The Company does not bind itself to accept the lowest or any Tender, nor to assign any reason for the rejection of any Tender.

12. Completed Tender should be lodged in plain envelope properly sealed and marked "Confidential- **Tender for Renting a Photocopy Machine for Syarikat SESCO Berhad, Lawas Station**" and to reach:

The sealed envelope shall be addressed to:

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

Or hand on delivered to:

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

On or before 3 p.m. on 24 April 2013 (Wednesday).

13. Tenders received prior to the time of opening will be securely kept unopened. Tenders received after the opening will be rejected. The Company bears no responsibilities for premature opening of Tenders not properly addressed or identified.
14. The Tender or any Tenderer who has not conformed to the foregoing instructions may not be considered.
15. The official currency for this Contract shall be Ringgit Malaysia and all rates and prices shall be quoted in this currency.
16. Tenderers who require clarification of the Tender Documents may contact the Company through:-

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

And noted for the Attention of the District Engineer (Lawas) at Telephone No. 085-283697 during office hours.

17. Syarikat SESCO Berhad reserves the right to award this contract partially or not at all.



**TENDER FOR RENTING A PHOTOCOPY
MACHINE FOR SYARIKAT SESCO BERHAD,
LAWAS STATION**

GENERAL CONDITIONS OF CONTRACT

1. Definition

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

- a) "Company" means the Syarikat SESCO Berhad.
- b) "Authorised Officer" shall mean Regional Manager or Manager at the respective region.
- c) "Authorised Engineer" shall mean the appointed Engineer.
- d) "Company's Representative" means the person or persons for the time being duly authorised by the Company to be in charge of the Contract.
- e) The "Contract" shall mean and include the tender document, letter of acceptance, the Agreement together with any correspondence modifying the terms thereof, the General Conditions of Contract, the Specifications and Schedules thereto annexed, the Drawings annexed hereto (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.
- f) "Month" shall mean calendar month.
- g) "Day" shall mean calendar day.
- h) 'Site' means the building premises and the surrounding compound on under in or through which the Works are to be executed or carried out
- i) The "Specifications" shall mean the Specifications annexed to or issued with these General Conditions of Contract.
- j) 'Contract Price' means to the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- k) 'Dollars' and the sign RM means Ringgit Malaysia and shall be the currency in which the contract is expressed.

- l) The "Sub-Contractor" shall mean any person other than the Contractor and including his legal representatives, successors and permitted assigns named in the Contract for any part of the Works or any person to whom any part of the Contract has been sub-contract with the consent in writing of the Company.
- m) The "Works" shall mean all work to be done by the Contractor under the Contract including temporary works and variations, if any.
- n) "Writing" shall include any manuscript, typewritten or printed statement, under seal or hand as the case may be.
- o) "Contractor" means the person or persons, firm or company whose tender has been accepted by the Company and includes the legal successors in title to this person.
- p) "Make Good" means to carry out repairs, replacement, rectification where required of the Works at the Contractor's expense, and execute such works to the entire satisfaction of the Company.
- q) Words importing persons shall include firms and Company.
- r) Words importing the masculine gender only shall also include the feminine gender.
- s) Words importing the singular only shall also include the plural and vice versa.

2. EXTENT OF CONTRACT

The Contract comprises the execution and completion of the Works and the provision of all labour, materials, equipment and everything required for the completion of the contract work.

3. ASSIGNMENT AND SUB-LETTING

The Contractor shall not assign this Contract or sub-let any portion of the Works without the written consent of the Employer.

4. CONTRACTOR TO INFORM HIMSELF FULLY

- (i) The Contractor when submitting his tender shall be deemed to have obtained necessary information regarding the Site and to have examined the General Conditions, Specification and Schedule, and to have obtained on his own responsibility and at his own expense any additional information which he considers necessary for the completion of his tender.
- (ii) Documents Mutually Explanatory – Except if and to the extent otherwise provide by the Contract the provisions of these Conditions shall prevail over those of any other document forming part of the Contract. Subject to the foregoing the several documents forming the Contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions directing in what manner the work is to be carried out.

5. WORK TO THE SATISFACTION OF THE ENGINEER

Completion means the Works completed satisfactory according to specification. When the Works under this Contract is completed, the Contractor shall notify the Syarikat SESCO Berhad's Representative, who will arrange for a convenient time to inspect the works with the Contractor. Any part or the whole of the work may be rejected if in the opinion of the Syarikat SESCO Berhad's Representative, the Specifications have not been complied with. The Contractor is to make good any of the parts rejected within a reasonable time after the inspection at no extra cost to the company.

6. CONTRACT PERIOD

This maintenance contract shall be valid for a period of twelve (12) months and if found satisfactory and agreed by both parties shall be extended on a yearly basis but subject to termination of contract in writing giving two calendar months' notice by either party.

7. SUPERVISION

The Contractor shall provide efficient supervision of the works, and keep constantly on the work a competent supervisor who can carry out instructions given by the Company's representative.

8. CONTRACTOR'S EMPLOYEE

The Contractor shall be held fully responsible for the behaviour of the personnel employed by him under this contract. The Contractor shall ensure that his employees maintain good discipline and shall at all time, be properly attired and to be distinctively identified.

The Company shall be at liberty to object to and require the Contractor to remove forthwith from the works, any person employed by the Contractor in or about the execution of cleaning works, who, in the opinion of the Company's representative, misconducts himself, or is incompetent or negligent in the proper performance of his/her duties, or whose employment is otherwise considered by the Company's representative to be undesirable and such person shall not again employed for the works without a written permission from the Company. Any person so removed from the works shall be replaced by a competent substitute.

9. WORKING HOURS

The Contractor shall carry out most of the contract work during normal office hour. In the event that the work has to be carried out outside normal working hours or during Sunday/Public Holidays, the Contractor shall give adequate notice to the Company's representative. No work shall be carried out after normal office hour without the permission of the Company's representative. In this regards, the Contractor shall submit a detailed Time Schedule for the cleaning service under this contract for the approval by the Company.

10. CARE OF THE WORKS

The contractor shall take full responsibility for the care of the works or any section or portions. In case any damage or loss shall happen to any portion of the works, shall be made good by and at the sole cost of the Contractor and to the satisfaction of the Corporation. 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 his Sub-Contractor for the purpose of completing any outstanding work.

11. DAMAGE TO PERSONS AND PROPERTY

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the carrying out of the Works and against all claims demand proceedings damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

12. INSURANCES

12.1 The insurance covers for this Contract shall include the following:

- (a) Erection All-Risks covering
- (b) Third Party Liability
- (c) Workmen's Compensation to cover all employees and all the nominated sub-contractors including the employer's engineers and their employees supervising the Contract.

12.2 THIRD PARTY/PUBLIC LIABILITY

Syarikat SESCO Berhad shall, prior to the commencement of any work on the Site by the Contractor pursuant to the Contract, insure against his liability for damage or injury occurring before all the Works have been taken over to any person or to any property due to or arising out of the execution of the Works. The terms of the policy shall include a provision whereby, in the event of any claim being made against the Employer in respect of which the Contractor would be entitled to indemnity under the policy, the insurer will indemnify the Employer against such claims and any cost, charges and expenses in respect thereof.

- such insurance shall be for an amount not less than one hundred thousand Malaysian Ringgit on any occasion but unlimited the number of occasions; and
- if while the Contractor is on the Site for the purpose of making good a defect pursuant of this Contract there shall occur any losses of or damage, or injury to any property or to any person, the Contractor's liability in respect thereof shall be the same as if the said damage or injury had occurred before any part of the Work been taken over by the Employer.

12.3 INSURANCE AGAINST ACCIDENT

The Contractor shall insure and shall maintain insurance against his liability on Accident or Injury to Workmen. The terms of any such policy shall also include the provision to indemnify the Employer provided always that in respect of any persons employed by any Sub-Contractor, the Contractor's obligation under this sub-clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy.

The Contractor however, shall be responsible for contributing to all necessary insurance schemes required under the law, including Workmen's Compensation, SOSCO, which will not be reimbursed by the Employer. Workmen Compensation Insurance covers 2 sections, viz, workmen compensation of blanket cover and common law liability (unlimited).

13. THIRD PARTY INSURANCE

Without limiting his obligations and responsibilities under Clause 13 hereof the Contractor shall insure against any damage loss or injury that may occur to any property or to any person by or arising out of the execution of the Works or temporary works or in the carrying out of the Contract.

Such insurance shall be effected with a first class Insurance Company of Office and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the sum insured shall not be less than the amount stated in the Contract and the Contractor shall whenever required produce to the Employer the policy of insurance and the receipt for payment of the current premium.

14. ACCIDENTS OR INJURY TO WORKMEN

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-contractor save and except an accident or injury resulting from any act or default of the Employer his agents or servants and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.

15. CONFORMING WITH LAWS, ETC

The Contractor shall in respect of the Works and Temporary Works, conform to all laws and all statutory rules, regulations and bye-laws in force from time to time in the place where work is being or is to be executed, and shall give all notices required to be given, and shall pay all fees that may be lawfully demanded by any public officer in respect of the Works and Temporary Works, and he shall perform all duties and pay all assessments and sums required to be paid in respect of employees and labourers employed by him on the Site.

16. LABOUR

- (i) All necessary arrangements shall be made by the Contractor for the provision of suitable skilled and unskilled labour required for the execution and completion of

the Works; and he shall use diligence in obtaining a sufficient supply of suitable labour.

As far as possible, all labour, both skilled and unskilled, shall be engaged in Sarawak.

- (ii) The Contractor shall pay all costs and charges for and shall make all arrangements in connection with the engagement, transport, accommodation and all matters whatsoever in connection with the recruitment of labour, all of which arrangements shall be subject to the relevant laws, regulations and orders of the Government in force from time to time, in the place where work is being or is to be executed.

17. DATE FOR ACCESS AND COMPLETION

Access to the Site will be given to the Contractor with the Engineer's order to commence works and the Contractor shall thereupon begin the Works forthwith and regularly and diligently proceed with the same and shall complete the same on or before the date for completion stated in the Contract subject nevertheless to the provision for extension of time contained in Clause 18 these Conditions.

18. DELAY AND EXTENSION OF TIME

If completion of the Works shall be delayed by any cause beyond the reasonable control of the Contractor the Engineer shall extend the time for completion by such period as he considers reasonable having regard to all the circumstances including any direction to the Contractor to work overtime.

19. VARIATIONS

The Contractor shall not alter any of the Works except as directed in writing by the Engineer. The Engineer may order the Contractor to alter, amend, omit, add to or otherwise vary any of the Works and no such variation shall in any way vitiate or invalidate the Contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the Contract Price. The amount (if any) to be added to or deducted from the Contract Price shall be determined in accordance with the rates specified in the Contract so far as the same may be applicable. If the Contract does not contain any rates applicable then reasonable rates shall be agreed with the Engineer.

20. PAYMENT

At the completion of the services rendered for a full month, the Contractor shall submit the payment due and subject to Clause 21 and 22 of this Condition of Contract. Each payment shall be made within 45 days from the date of approval of the Contractor's claim by the Company's representative.

21. PENALTY

Pursuant to clause 22, the Company shall reserve the right to withhold and deduct payment in part or in full, if in his opinion that the Contractor has not completed his obligations and duties under this contract a reasonable part of the cycle and works for any calendar month.

If, in the Engineer's opinion that the Contractor fails to complete the work due to negligence, the Engineer shall be at liberty to deduct an amount in accordance to the incomplete work based on 1.5 times the Summary of Tender for respective works.

22. DEFAULT OF CONTRACTOR

In case of default on the part of the Contractor in carrying out any such order under Clause 5 or if the Contractor shall neglect to execute the Works with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the Works or shall contravene the provisions of the Contractor the Employer may give seven days' notice to the Contractor to make good the failure neglect or contravene complained of. Should the Contractor fail to comply with the notice within seven days from the date of service thereof in the case of a failure neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for making it good then in such a case the Employer shall be at liberty to employ other workman and forthwith execute such parts of the Works as the Contractor any have neglected to do and if the Employer shall think fit it shall be lawful for him without prejudice to any other rights he may have under the Contract to take the works wholly or in part out of the Contractor's hand and employ any other person or persons to complete the Works or any part thereof and in that event the Employer shall have the free use of all tools tackle stores and other things that may be at any time on the Site in connection with the Works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same and the Contractor shall pay to the Employer the cost of executing the said part of the Works completing the Works as the case may be.

23. FORFEITURE

If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under a committee of inspection of his creditors or (being a company) shall go into liquidation other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Contractor shall have an execution levied on his goods or in the Engineer's opinion the Contractor:-

- (a) has abandoned the Contract or
- (b) without reasonable excuse has failed to commence the Works or has suspended the programme of the Works for 28 days after receiving from the Engineer written notice to proceed or
- (c) has failed to remove materials from the site for 28 days after receiving from the Engineer written notice that the said materials had been condemned and rejected by the Engineer under these conditions or
- (d) is not executing the Works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract or
- (e) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sublet any part of the Contract.

then the Engineer may after given 14 days' notice in writing to the Contractor enter upon the site and the works and expel the contractor therefrom without thereby avoiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Engineer by the Contract and may himself complete the Works or may employ any other Contractor to complete the works.

24. VALUATION AT DATE OF FORFEITURE

The Engineer shall as soon as practicable certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the contract and what was the value of any unused or partially used materials.

25. PAYMENT AFTER FORFEITURE

If the Engineer shall enter and expel the Contractor under this clause, he shall then pay the amount stated in clause 23 subject to the deduction of liquidated damages for delay in completion and all other expense incurred by the Engineer.

26. BANKRUPTCY

If the Contractor shall become bankrupt or insolvent or have a receiving order made against him or compound with his creditors or being a Company commence to be wound up not being a members' voluntary winding up for the purposes of reconstruction or amalgamation or carry on its business under a receiver for the benefit of its creditors or any of them the Employer shall be at liberty (a) to terminate the Contract forthwith by notice in writing to the Contractor or to the receiver or liquidator or to any person in whom the contract may become vested or (b) to give such receiver liquidator or other person the option the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to amount to be agreed.

27. ARBITRATION

If any dispute or difference of any kind whatsoever shall arise between the Employer or the Engineer and the Contractor regarding the Contract it shall be settled (on a reference by either party) by arbitration, the arbitrator being a person appointed jointly by the Employer and the Contractor.

28. CONTRACT SUBJECT TO LAWS OF SARAWAK

The Contract shall be and be deemed to be a Malaysian Contract and shall accordingly be governed by and construed according to the laws for the time being in force in Sarawak.



**TENDER FOR RENTING A PHOTOCOPY
MACHINE FOR SYARIKAT SESCO BERHAD,
LAWAS STATION**

SPECIFICATION

1. The users are entitled to free labour, spare parts, consumable parts, including drum and supplies (excluding papers)
2. The users will be billed monthly.
3. Replacement of machine if the rented machine breaks down too often.
4. The service, repairs and maintenance of the machine must be on instant basis.
5. A copy of receipt as proof of payment of document free and a copy of UPK licence must be enclosed with the completed tender.
6. All papers will be supplied by SESCO.