



# **TENDER DOCUMENT**

**THE INSTALLATION OF RURAL ROAD LIGHTING (LJK)  
IN  
WESTERN, CENTRAL & NORTHERN REGION**

**TENDER REF : RE-LJK4-1/14**

## INSTRUCTIONS TO PERSONS TENDERING

1. The Tenderer must be registered with the Unit Pendaftaran Kontraktor (UPK) under Electrical Works Contractor under **Class III, Head VIIB, Sub-Head 2d or above & CIDB Registered Contractor under CIDB G2, Category ME (E04)**. Tenderers are required to submit proof of UPK and CIDB registrations together with their tender submission.
2. This Tender is for Tendering of **The Installation of Rural Road Lighting (LJK) In Western, Central & Northern Region**.  
  
The Tenderer must tender for the whole work by filling the Schedule (s) of Rates.
3. The Tender must be made on the accompanying Form of Tender **with all blanks therein and all the Schedules of Rates duly filled in ink and signed**. Tender rates must include all incidental and contingency expenses.
4. No alteration is to be made in the Form of Tender or in the Schedules thereto except in filling up the blanks as directed. Any amendments in filling up the blanks must be made with the Tenderer's authorised signature/initial and the Tenderer's Company stamp. If these instructions were not fully complied with, the tender shall be rejected.
5. The Tenderer, however, is at liberty to add 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 approved by the Company and incorporated in the contract.
6. Incomplete tender submission will be rejected.
7. If the Tenderer has any doubt as to the meaning of any portion of the General Conditions or of the Specifications, he shall when submitting his tender, set out in his covering letter, the interpretation on which he relies.
8. The Tenderer is to submit with his tender in order of the relevant clauses, a statement of any departures from the Specifications.
9. The rates offered in the tender should be without consideration of the details/departures from the Specifications. If there is addition or deduction of the tender rates by virtue of the Company adopting those details/departures, then such additional/reduced sum should be stated in the annexed documents.
10. The Company will not be responsible for any expenses or losses, which may be incurred by any Tenderer in the preparation of his tender.
11. For local tenders with estimated tender sum of above RM 2,000,000.00, the amount of Bid Bond/ Earnest Money, required to accompany the tender, shall be 2% of the tender sum subject to a maximum of RM 100,000.00 (Ringgit Malaysia One Hundred Thousand).

Bid Bond shall be either in the form of Banker's Guarantee or Bank Draft/ Cashier Order.

Bank Draft shall be issued by a bank licensed to operate in Malaysia. Banker's Guarantee shall be issued in accordance with the Company's standard format (Form PUR/4) by a bank licensed to operate in Malaysia or such other format as approved by the Company.

12. All contracts exceeding RM 50,000.00 (Ringgit Malaysia Fifty Thousand) must include a Performance Bond for 10% of the contract sum.

The Performance Bond shall be either in the form of Banker's Guarantee or Bank Draft/ Cashier Order.

Bank Draft shall be issued by a bank licensed to operate in Malaysia. Whereas, a Banker's Guarantee shall be issued in an acceptable format similar to the sample format (Form PUR/5) by a bank licensed to operate in Malaysia.

The Performance Bond shall be irrevocable and valid for the duration of the contract period including the defect liability/ maintenance period, if any.

Within 21 days from the date of our letter of acceptance of your offer, the successful Tenderer will be required to furnish the necessary Performance Bond to the Company failing which the successful Tenderer will deem to have withdrawn from the offer and Clause 13 as stated below shall be imposed.

13. If the Tenderer withdraws or modifies his tender during the bid validity period or after having been awarded the contract, the Company shall impose the following sanctions:

- Bid Bond shall be forfeited.
- Where there is no Bid Bond involved, the following penalties will be imposed:
  - i. 20% loading of the tender prices shall be imposed on all of the Tenderer's future tenders' submission for a period of two consecutive years for the 1<sup>st</sup> offence.
  - ii. Barring the Tenderer from tendering for a period of three consecutive years for the 2<sup>nd</sup> offence.
  - iii. For any subsequent offence, the Tenderer, whether participating in his own name or using a company as a guise or using non-participating partners or shareholders in any company whatsoever shall not be allowed to participate in any future tenders and his name and/ or the offending company shall be permanently struck off from the Company's Contractor/ Supplier Register.

14. The tender must remain valid and open for acceptance for a period of four (4) months from the closing date of the tender.

15. The Contract shall be for one-year period and can be renewed on annual basis up to a maximum of three years depending on the performance of the Contractor. However, please take note that the total tender sum (i.e. total contract value) shall also be used to determine the expiry of the Contract as provided under Clause 24 of the "General Conditions of Contract". Should the Contract expire upon reaching the total contract value, the Contract can be renewed for another year up to a maximum of two (2) times depending on the performance of the Contractor.

16. The Bumiputra Tenderers are required to submit certified copies of Trade Registration showing the proportion of Bumiputra participation in the companies and the names of the directors of the companies.

17. The Tenderer should supply evidence to show the competence to undertake the works specified together with details of competent staff, which is to be provided by completing Schedule B.

When the Tenderer intends to employ more competent staff, this should be separately mentioned in the Schedule.

18. The tender marked “**Confidential**” is to be submitted in a sealed envelope which shall be clearly marked “**Tender:- The Installation Of Rural Road Lighting (LJK) In Western, Central & Northern Region**” but shall bear no writing on the outside of the envelope which would enable the Tenderer to be identified.

The sealed envelope shall be addressed to:

**The Chief Executive Officer  
Tender Box, 8th Floor  
Sarawak Energy Berhad  
P.O.BOX 149  
93700 Kuching, Sarawak  
Malaysia**

Or shall be hand delivered to:

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

**On or before 3 p.m. on 30<sup>th</sup> April 2014.**

19. Prior to dropping in the Tender Box, the tender must be stamped by the Company’s representative with the date and time of submission.
20. Tenders received prior to the time of opening will be securely kept unopened. Tenders received after the time of opening will be rejected. The Company shall not be held responsible for premature opening of tenders not properly addressed or identified.
21. The Company does not bind itself to accept the lowest or any Tender, in part or in whole nor to assign any reason for the rejection of any Tender.
22. The Tender or any Tenderer who has not conformed with the foregoing instructions may not be considered.
23. The official currency for this Contract shall be the Ringgit Malaysia (RM) and all rates and prices shall be quoted in this currency.
24. Tenders determined to be substantially responsive will be checked by the Company for any arithmetic errors in computation and summation. Errors will be corrected by the Company as follows:
- (a) Where there is a discrepancy between amounts in figures and in words, the amounts in words will prevail; and
  - (b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will prevail, unless in the opinion of the Company there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will prevail and the unit rate will be corrected.

The amount stated in the Form of Tender will be adjusted by the Company in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer.

25. Tenderers who require clarification of the tender document may contact the Company through:

**General Manager (Research & Development)**  
**Menara SEB, 7th Floor,**  
**Sarawak Energy Berhad,**  
**No. 1, The Isthmus,**  
**93050 Kuching,**  
**Sarawak.**

**(Attn: Ismawati bt Ismail)**  
**Tel: 082-388388 Ext: 8717**

## 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 or equivalent.
- 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) **"Competent Person"** means a person who has sufficient **technical knowledge or experience** to enable him to avoid danger and holds a valid certificate of competency permitting him to carry out specific works and/ or works on SESCO's equipment.
- f) **"Site Supervisor"** means a Competent Person who will receive EPTW & supervise works during any HT/LT shutdowns. Only those holding H2 (overhead line) and L2 (overhead lines) competency certificates issued by Electrical Inspectorate Unit (EIU) will be able to receive the EPTW for HT and EPTW for LT works respectively. He shall supervise the workers' works at all times.
- g) 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.
- h) **"Month"** shall mean calendar month.
- i) **"Day"** shall mean calendar day.
- j) **"Plant"** shall mean machinery, apparatus, materials, articles and things of all kinds to be installed under this Contract.
- k) The **"Site"** shall mean the actual place where the Plant is to be erected.
- l) The **"Specifications"** shall mean the Specifications annexed to or issued with these General Conditions of Contract.
- m) The **"Contractor"** means 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.
- n) 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
- o) The **"Works"** shall mean all work to be done by the Contractor under the Contract including temporary works and variations, if any.
- p) **"Writing"** shall include any manuscript, typewritten or printed statement, under seal or hand as the case may be.

- q) **"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.
- r) **"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.
- s) Words importing persons shall include firms and Company.
- t) Words importing the masculine gender only shall also include the feminine gender.
- u) Words importing the singular only shall also include the plural and vice versa.
- v) **"Electrical Permit-to-Work"**, a form declaration signed and given by SEB Switching Personnel 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 what apparatus is dead, isolated from all live conductors, has been discharged, is connected to earth and on which it is safe to work.

## **2. Contractor to Inform Himself Fully**

The Contractor shall be deemed to have examined the General Conditions of Contract, Specifications, 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 satisfactory completion of his Tender.

## **3. Contractor's Responsibilities**

All matters omitted from the Contract document, which may be inferred to obviously necessary for the efficiency, stability and completion of the Works, shall be deemed to be included in the Contract.

Unless otherwise specified, the Contractor shall supply the labour, transport, tools and equipment required for the completion of the Works.

## **4. Sub-Contracting**

The Contractor shall not sub-let 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, servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be a sub-letting under this clause.

The Company may require the tenderer to show documental proof for employment of their workers i.e EPF/SOCSO.

**The Contractor is strictly prohibited from engaging any of the Company's employees to execute any part of the Works.**

It is hereby expressly agreed that a breach of any of the provisions under this Clause shall be deemed as a fundamental breach warranting earlier termination of this contract provided under Clause 18 hereof.

5. **Materials and Workmanship**

Where materials are to be provided by the Contractor, they shall be new and of the best quality and kind specified in the Specification or of equivalent standard approved by the Company. Where materials are to be provided by the Company, the Contractor shall check the condition of all the materials issued to him. Should the Contractor detect any unsatisfactory conditions on any material issued, he shall notify the Company's Representative, in writing and seek instructions on further actions.

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 remove from the site or demolish and 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 materials issued by the Company.

6. **Company's Safety Rules**

The Contractor shall in respect of all his employees on site, conform to a standard of safety as high or higher than that adopted by the Company in respect of employees engaged in similar work.

In addition, the contractor is hereby required to adhere to and familiarise himself with requirements in the **Occupational Safety & Health Act 1994** especially the following four Parts:-

- PART IV - General Duties of Employees and Self-employed Person
- PART VI - General Duties of Employers
- PART VII - Safety & Health Organisation
- PART XII - Liability for offences

The Contractor shall also be required to procure and maintain sufficient quantities of the following tools and equipment for safe implementation of the Company's Works.

- a) Safety belt
- b) Safety cone
- c) Safety helmet **with arc-flash face shield**
- d) Reflective vest
- e) Safety shoes
- f) Road warning signage/lights
- g) Wooden ladder
- h) Demarcation safety tape
- i) Earthing gears
- j) Safety gloves
- k) Pole top rescue rope

In addition to the above, the contractor must purchase HT live conductor detector equipment for confirmation that the system is dead before the actual execution of Works.

Any failure by the Contractor to comply with the safety requirements specified in the safety rules shall be regarded as a breach of the Contract. The provisions in these Conditions such as remedy in



the event of default, imposition of penalty, suspension or discontinuance of the work shall fully apply in case of such failure.

The Company shall be entitled to suspend the work by issuing stop work notice. The Contractor shall forthwith comply with the requirement specified in the notice within the time frame therein. The Contractor will be fined RM 200.00 each time a "STOP WORK" notice is issued.

The Contractor and his workers shall be required to attend a mandatory safety briefing by the Company prior to award of contract and the attendance shall be recorded. All new workers shall be required to undergo similar briefing before they are allowed into the contractor's work force. Contractor who fails to comply with this requirement shall be penalised at a rate of RM200.00 per person and the contract can be suspended until such time the non-compliance is remedied. Contract so suspended will not qualify for any extension of time on the completion period.

The Company has other requirements on safety, health and environment which shall be complied with Section III- Health, Safety and Environmental Requirements for Contractor.

7. **Inspection**

The Company's Representative shall have authority to inspect the Works from time to time and may reject any work that in his opinion is not to Specifications.

Any part or the whole of the works may be rejected if, in the opinion of the Company's Representative, the Specifications or the Standard Practices have not been complied with.

The Contractor is to make good of the works rejected within a reasonable time after inspection at no extra cost to the Company.

8. **Notice to Local Authorities**

The Contractor is to conform to all the requirements of the relevant Authorities, erect all boarding and give all notices and traffic safety precautions required by the relevant Authorities, and pay all fees, except the Local Authorities fees for the approval of drawings which will be paid by the Company.

The Contractor shall comply with all Laws, Ordinance, Rules and Regulations bearing on the conduct of the Works and he shall supply all materials for such purposes at his own costs.

9. **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, it shall be made good by and at the sole cost of the Contractor and to the satisfaction of the Engineer. 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.

10. **Injury to Persons**

The Contractor shall indemnify the Company in respect of death or injury to any person and of all damages to any property occurring before and during all the Works shall have been taken over and against all actions, suits, claims, demands, costs, charges and expenses arising in connection

therewith that shall be occasioned by the negligence of the Contractor or and Sub-Contractor or by defective design materials or workmanship.

**11. Accident or Injury to Workman**

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

**12. Interference**

The Contractor shall execute the Works in such manner so as not to interfere unnecessarily or improperly with the public convenience and occupation of public or private roads, footpaths or properties whether in the possession of the Company or any person. The Contractor shall be liable for and shall indemnify and hold the Company harmless against and from all damages, losses and expenses (including legal fees and expenses) in respect of such matters, provided always that the same is due to any negligence, omission or default of the Contractor's employees or agent or of any sub-contractor.

**13. Insurance**

Before commencing the execution of works, the Contractor shall effect and shall also cause any of his assigned sub-contractor(s) to effect, insurance against their liabilities under the Workmen's Compensation Insurance with extension to cover Common Law and shall produce or cause sub-contractor(s) to produce the policies and premium receipts as and when required by the Company's Representative.

In addition, the Contractor shall take and effect a 3rd Party (Public) Liabilities Insurance Policy to cover the risks of damage or loss to any property occurring at the site where work under this Contract is being carried out, arising or caused by the Contractor, his employees or agents executing the work, commencing from the time the property arrives at site to the date of commissioning.

The Contractor is also required to provide adequate insurance coverage for all the plants and materials being delivered to the Contractor by the Company under this Contract against losses, damages and theft during the period between the issue out of equipment from our Stores and the official handing over of the said equipment to the Company upon completion of the Contract. The Contractor shall produce or cause Sub-Contractor to produce, such policies and premium receipts as and when required by the Company's Representative

**The Contractor shall also be required to provide insurance coverage for maintenance works for a period of six (6) months from the date of Completion of Works. Refer to Clause 25 on Maintenance.**

**14. Shutdown**

Most of the time vegetation-clearing work shall be carried out on live lines. However, under certain circumstances the line will be switched off for safety reason.

The Contractor must inform and liaise closely with the Company's Representative if he is of the opinion that a shutdown is required. The Contractor must ensure sufficient manpower to complete the work within the limited shutdown time.

**15. Authority to Start Work**

The Authority to Start Work (if applicable) on the job shall be given in writing by the Company or the Company's Representative. However, in emergency cases, works may proceed after receiving instructions from the relevant Authorised Engineer.

**16. Order of Works**

The work is to be proceeded within such order as the Company's Representative may direct, or, in the absence of such order, in the most workmanlike manner. The Work Schedule, where applicable, shall be agreed by the Company and complied by the Contractor.

**17. Deviation of Work**

Any deviation from the Specifications, 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 of any parts rejected as a result of unauthorised alteration and Make Good the said rejection, at his own expense.

**18. Termination**

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

- a) has abandoned the Contract; or
- b) without reasonable excuse has failed to commence the Works within 48 hours or has suspended the progress of the Works for 7 days after the Company or the Company's Representative has issued the written authority to start work; or
- c) has failed to remove defective Works from the site or to pull down and replace the works for 7 days after the Company or the Company's Representative has issued a written notice that the said materials or Works had been condemned and rejected by the Company or the Company's Representative under these conditions; or
- d) has in the opinion of the Company or the Company's Representative not made satisfactory progress in the course of executing the works or is not executing the Works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the contract; or
- e) has to the detriment of good workmanship or in defiance of the Company's or the Company's Representative's instruction to the contrary sub-contract any part of the Contract; or
- f) has committed fraudulent act or acts against the Company; or
- g) is involved in any illegal activities;

then the Company may, after giving fourteen 14 days notice in writing to the Contractor of the default and its intention thereof, the Company shall forthwith terminate the Contract. Provided always that the earlier termination under this Clause shall not prejudice the Company's right to claim its rights in the Contract under civil proceedings. The Company may himself complete the Work or may employ any other Contractor to complete the work and the Company shall be entitled to recover from the Contractor any of the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

If this Contract shall have been repudiated by the Contractor and/or determined in the manner above stipulated the Company shall not be liable to pay to the Contractor any money on account of this Contract until after the expiration of the maintenance period referred to in Clause 25 and thereafter, until the costs of execution maintenance, damages for delay in completion (if any) and all other expenses incurred by the Company shall have been ascertained by the Company's representative. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Company's representative may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Company the amount of such excess and it shall be deemed a debt due by the Contractor to the Company and shall be recoverable accordingly.

#### **19. Barring of Contractor**

The awarded Contractor can be barred from participating in the Company's tender on the following grounds:

- (a) If the Contractor receives three (3) Stop-Work notices and more than two (2) warning letters and the same warrants the contract be terminated pre-maturely, the Contractor shall be barred from participating in any distribution service tender for a period of one (1) year.
- (b) If Contractor's performance evaluation is less than 50% in which more than two (2) warning letters been received by the Contractor and the same warrants the contract to be terminated pre-maturely, the Contractor shall be barred from participating in any of the Company's tender for a period of two (2) years.

#### **20. Contractor's Employees**

The Company's Representative 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 or maintenance of the Works who in the opinion of the Company's Representative misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Company's Representative to be undesirable and such person shall not be again employed upon the works without the written permission of the Company's Representative.

Any person so removed from the Works shall be replaced as soon as possible by a competent substitute who fulfils the conditions stated in the Contract and approved by the Company's Representative.

The Contractor must provide sufficient number of teams and persons per team to ensure works are completed within the period specified by the Company's Representatives. Each team of workers shall have a team leader who must be competent to carry out the works. The Contractor is also required to have an overall in charge supervisor who must also be competent.

Should the Company feels that the Contractor's workers are not able to cope with the work, the Contractor must employ more workers at any time, the Contractor must employ more workers with no extra cost.

It is the responsibility of the Contractor to inform the Company for any changes in his work force during the contract period.

All workers shall wear proper uniform bearing the Company's name and logo/ identification.

**21. Inspection and Testing on Completion**

When the Works under this Contract is completed, the Contractor shall notify the Company's Representative, who will arrange for a convenient time to inspect the installation with the Contractor. Any part or the whole of the Works may be rejected if, in the opinion of the Company'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.

If after inspection the Company's representative finds the works satisfactory, he shall arrange for tests to be carried out. The Contractor is to be on hand to assist in any adjustment, repair or replacement of parts necessary to give a satisfactory result. The tender price or rates shall also be deemed to have included such work.

**22. Award of Tender**

This tender is not a lump sum tender but a tender based on rates. The estimated quantity of each item in the schedule of rates is used solely for tender adjudication purpose. Upon acceptance of a tender by the Company it accepts only the Tenderer's submitted rates. 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 from time to time.

However, please note that the total tender sum (i.e. total contract value) shall be used to determine the expiry of the Contract as provided under Clause 23 hereof.

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.

**23. Expiry of the annual or long-term contract**

Such Contract shall be deemed to expire upon reaching the total contract value or contract period whichever comes first as awarded in the Contract.

**24. Clearance of Site on Completion**

On completion of the Works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and Works clean and in workmanlike condition to the satisfaction of the Company's Representative.

**25. Maintenance**

The Contractor shall be required to maintain the whole of the works free of charge, and replace any defective materials or bad workmanship for a period of six (6) months from the date of Completion of Works. All materials to replace any defective materials supplied by the Contractor and labour cost for the said replacement and maintenance costs shall be borne by the Contractor.

**26. Payment**

All invoices/bills for work done must be submitted to the Company within 30 days from the date of completion of work. The Company's payment term shall be 45 days upon satisfactory completion of works and receipt of the Contractor's accurate/correct invoice.

**27. Contractor's equipment**

Upon giving notice of termination as provided for in Clause 18 above, the Contractor shall immediately despatch from the Site all Contractor's equipment brought by him thereon.

**28. Contractor's office**

The successful tenderer must have an office in Region equipped with all necessary tools, communication equipment, transport vehicles and personnel to carry out all works and to man the office. The contractor personnel shall be contactable at all times during the contract duration period and the supervisors must be equipped with hand phones for ease of contact.

**29. Contract Period**

The Successful Tenderer shall be required to enter into contract and execute the Contract Agreement with the Company for a duration of EIGHT **(8) calendar months**.

**30. Company's right**

The Company reserves the right to:

- a) Engage other contractors to carry out the jobs if the awarded contractor is unable to meet the target of supply restoration;
- b) Reject the lowest or any tender;
- c) Accept the tender in whole or in part.
- d) Issue stop work notice if the Contractor does not comply with the Occupational Safety and Health Act (OSHA) requirements or the Company's standard practice/safety rules or local authorities' requirements.

**31. Weekends and Public Holidays**

There shall be no extra claim for works carried out on Weekends and Public Holidays or after office hours. The Contractor, will however, be required to work on Public Holidays and Weekends or after office hours if necessary or when instructed by the Company's Representative.

**32. Contractor Performance Evaluation**

Performance of contractors is currently assessed by SESCO's supervisors using the Contractors' Evaluation Form. Contractors are assessed on:

- i. Service Quality
- ii. Work Quality
- iii. Occupational Health & Safety

The scores of the evaluations will determine a contractor's eligibility when requesting for contract extension. For the first year extension, the performance evaluation score has to be 60% and above. To obtain the second year and final extension, a minimum score of 70% is required.

Warning letters shall be issued to the Contractor if the performance evaluation score of the Contractor falls below 50%.

## SPECIFICATIONS

### **1. Coverage Area Under This Contract**

a) The Western Region Areas covered under Western Region Contract are as follows: -

- |           |             |              |
|-----------|-------------|--------------|
| - Lundu   | - Samarahan | - Lubok Antu |
| - Bau     | - Asajaya   | - Engkilili  |
| - Kuching | - Serian    | - Betong     |
| - Padawan | - Simunjan  |              |
| - Siburan | - Sri Aman  |              |

b) The Central Region Areas covered under Central Region Contract are as follows: -

- |            |           |         |
|------------|-----------|---------|
| - Meradong | - Kanowit | - Dalat |
| - Julau    | - Kapit   | - Matu  |
| - Pakan    | - Song    | - Daro  |
| - Sarikei  | - Belaga  |         |
| - Sibuh    | - Mukah   |         |

c) The Northern Region Areas covered under Northern Region Contract are as follows: -

- |           |            |           |
|-----------|------------|-----------|
| - Bintulu | - Bekenu   | - Marudi  |
| - Sebauh  | - Sibuti   | - Limbang |
| - Tatau   | - Peninjau | - Lawas   |
| - Miri    | - Niah     |           |
| - Bakam   | - Lambir   |           |

### **2. Scope of Work**

The scope of work covers the supply of labour, tools and transport for the complete erection and installation of road lighting on to existing LT pole inclusive of fixing bolts & nuts (supplied by the Contractor), installation of control wiring and earthing if the road lighting is mounted on to Belian LT pole. Other necessary accessories required to complete the works are to be supplied by the contractor.

### **3. Installation Standard of Rural Road Lighting (LJK)**

#### **3.1 Installation**

Installation of road lighting must be strictly in accordance to the latest approved design. Until superseded, the drawing to be used under this Contract is as shown in Appendix A. If not mentioned, the Contractor must follow the installation practice specified in the latest Company Construction/Installation Manual.

The contractor must take all the precaution to avoid damages to the equipment and materials issued to him.

#### **3.2 Earthing**

The earthing installation shall follow the installation practice specified in the latest Company construction/installation manual for underground and overhead lines.



4. **Materials**

Unless otherwise specified or authorized by the Company's Representative, the Company will supply all materials.

5. **Tools**

The Contractor MUST provides all tools that are necessary for the installation works.

6. **Transportation**

The Contractor shall provide suitable type of transportation for handling of equipment and materials from the Company's store or workshop to site or vice versa and shall be responsible for the transportation of his own employees, etc. to site and the cost for this shall deemed to be included in the schedule of rates.

The Company logo and “Syarikat SESCO Berhad Contractor” must be printed on both sides of the contractor’s vehicle. The colour of the logo shall be blue and green wave and lettering shall be black for white or light background and lettering shall be white for dark background. The size of the lettering shall be of 3 inches height.

For areas not accessible by vehicle, the contractor must provide other means of transportation for the expeditious execution of works. For most cases lorry with crane with capacity to handle 5 (five) tonne equipment will suffice. However, some cases may require the use of bigger or other type of machinery and contractor must be able to provide them with no additional charge.

7. **Defects Liability Period**

The Contractor shall provide a guarantee for a period of six (6) months from the date of completion of work against poor workmanship. The Contractor is required to make good any defects due to poor workmanship found during the Defects Liability Period.

8. **Communication**

The Contractor should have in his possession proper communication equipment such as mobile phone for ease of communication and message relay between the Contractor and the Company at any time within the day. In the event of defective mobile phone, it is the responsibility of the Contractor to get alternative mobile phone immediately and notify the Company’s Representative of the new contact number. Defective communication equipment shall not be considered as a reason for non-communication that result in delay of urgent work commencement. The Contractor is required to complete Schedule D on the availability of communication equipment.

9. **Quantity of work**

For the purpose of adjudicating the tender and for the Tenderer to appreciate the quantity of work, the approximate amounts of work to be carried out are indicated in Schedule I – Schedule of Rates. However, the Company may alter the figures during adjudication without further notice.

**10. Penalty**

The Company reserves the right to penalize the Contractor in the occurrence of any of the followings by deducting the amount due and payable to the Contractor under this Contract.

<b>Item</b>	<b>Type of Non-compliance</b>	<b>Penalty (RM)</b>
1	Failure to complete work within the respective completion periods specified.(refer relevant clause of General Condition of Contract)	200.00 per day
2	Failure to attend mandatory safety briefing (refer relevant clause of General Condition of Contract)	200.00 per person
3	Failure to mobilise personnel within 45 minutes during emergency works. (refer clause 8 of General Condition of Contract)	200.00 per incident
4	Every “Stop Work Notice” issued (refer relevant clauses of General Condition of Contract)	200.00 per notice

Warning letters shall be issued to the Contractor if the performance evaluation score of the Contractor falls below 50. The contract shall be terminated in accordance with the relevant Clause of the General Conditions of Contract should the contractor receive more than two (2) warning letters during the contract period. The Contractor so terminated shall be barred from participating in any of the Company’s tender for a period of two years.