

Kapar Energy Ventures Sdn. Bhd.
Stesen Janaelektrik Sultan Salahuddin Abdul Aziz
Beg Berkunci 220, 42200, Kapar, Selangor Darul Ehsan.
Telefon: +603-3000 9903
Faks: +603-3000 9911

Kepada :	Dari :	Eksekutif Vendor
No Faks :	Tarikh :	18/08/2026
No Telefon :	Jumlah Muka Surat :	5

TAJUK TENDER / SEBUTHARGA : SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE

Dengan hormatnya dimaklumkan bahawa pihak syarikat tuan/puan dijemput untuk menyertai sebutbarga seperti di atas, sekiranya syarat syarikat tuan memenuhi keperluan serta syarat-syarat kami.

Butir-butir sebutbarga adalah seperti berikut:

Nombor RFQ	:	19739	
Tarikh Lawatan Tapak	:	01/09/2026 @ 10:30:00 AM	& di lobi / SJSSAA, Kapar.
Tarikh Tutup Tender	:	08/09/2026 @ 12.00 PM	
Harga dokumen	:	RM 100.00	

Dokumen tender boleh dibeli melalui KEV website <https://kaparenergy.com.my/e-tender/>. Borang yang telah diisi dengan lengkap hendaklah dimasukkan ke dalam sampul surat yang ditanda di sebelah kiri bahagian atas dengan butir-butir nombor tender, tajuk tender serta tarikh tutup tender. Dokumen hendaklah dihantar kepada Peti Tender, Kapar Energy Ventures Sdn Bhd, SJ Sultan Salahuddin Abdul Aziz, Beg Berkunci 220, 42200, Kapar, Selangor Darul Ehsan. Kerjasama tuan/puan amat kami hargai. Terima Kasih.

**STESEN JANAELEKTRIK SULTAN SALAHUDDIN ABDUL AZIZ
KAPAR SELANGOR DARUL EHSAN**

**KAPAR ENERGY VENTURES SDN. BHD
(518564-T)**

BORANG KENYATAAN TENDER

NOMBOR RFQ : 19739

**SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING
STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE**

TARIKH TUTUP : 08/09/2026 @ 12.00 PM

**LAWATAN TAPAK : 01/09/2026 @ 10:30:00 AM & di lobi /
_____ SJSSAA, Kapar.**

TARAF PETENDER : KEMENTERIAN KEWANGAN / PKK / CIDB

**KOD BIDANG : KEMENTERIAN KEWANGAN (140201) ATAU
YANG BERKAITAN**

HARGA DOKUMEN : RM 100.00

**Dokumen tender boleh dibeli melalui KEV
website**

<https://kaparenergy.com.my/e-tender/>

Penting : Sila pastikan setiap muka surat di dalam borang tender ini mempunyai cop rasmi syarikat yang menender.

Kepada:
Peti Tender
Kapar Energy Ventures Sdn. Bhd.
Stesen Janaelektrik Sultan Salahuddin Abd Aziz
Beg Berkunci 220, 42200 Kapar, Selangor
Tel: 03-3000 9903 Faks: 03-3000 9911

BORANG SEBUTHARGA

Nombor RFQ : 19739		Tempoh sahlaku : 08/01/2027	Ditutup pada jam 12:00 petang 08/09/2026
Tajuk Tender	SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE		
Untuk maklumat lanjut sila hubungi : MUHAMMAD HAFIZ BIN ABDUL		Sistem ID FSE_ENGR2	Bahagian CSCE

KETERANGAN PETENDER

Nama Syarikat			
Alamat Syarikat			
No Telefon (Off)		No faks	
No Telefon (HP)		Email	
No Pendaftaran GST			

NO.	NO KATALOG	KETERANGAN	KUANTITI	TEMPOH SERAHAN (MINGGU)	HARGA SEUNIT (RM)	JUMLAH HARGA (RM)
1		TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE	1 activity			
Sila rujuk kepada skop kerja/lampiran yang disertakan. (Jika berkaitan)						
JUMLAH BESAR (RM)						

Cop Rasmi Syarikat

Kepada:
Peti Tender
Kapar Energy Ventures Sdn. Bhd.
Stesen Janaelektrik Sultan Salahuddin Abd Aziz
Beg Berkunci 220, 42200 Kapar, Selangor
Tel: 03-3000 9903 Faks: 03-3000 9911

PERAKUAN SYARIKAT YANG MENENDER

TERMA DAN SYARAT **TERMS & CONDITIONS**

MAKLUMAT KERAHSIAAN/SULIT

Sebagai balasan bagi penerimaan dan pendedahan Maklumat Kerahsiaan/Sulit oleh KEV kepada Penjual dan / atau Pembekal, Penjual dan / atau Pembekal memberi akujanji kepada KEV bahawa Maklumat Kerahsiaan/Sulit akan diguna hanya bagi maksud untuk mencapai kejayaan menyiapkan Perkhidmatan dan / atau Penghantaran Barangan sahaja dan bukan untuk tujuan lain sekalipun dan khususnya, tanpa menjejaskan apa-apa peruntukan yang terdahulu:

- a) Penjual dan / atau Pembekal tidak dibenarkan membuat apa-apa penggunaan Maklumat Kerahsiaan / Sulit itu kecuali bagi maksud Perkhidmatan dan / atau Penghantaran Barangan ke KEV;
- b) Penjual dan / atau Pembekal tidak boleh menggunakan Maklumat Kerahsiaan / Sulit untuk manfaat diri mereka sendiri atau mana-mana pihak ketiga;
- c) Penjual dan / atau Pembekal tidak boleh menyalin dan / atau mengeluarkan semula Maklumat Kerahsiaan / Sulit sama ada melalui mesin atau menulis mana-mana bahagiannya kecuali sebagaimana yang munasabah dan perlu dalam menyiapkan Perkhidmatan dan / atau Penghantaran Barangan. Sebarang salinan semula atau pengurangan Maklumat Kerahsiaan / Suli thendaklah menjadi hakmilik mutlak dan eksklusif KEV;
- d) Penjual dan / atau Pembekal tidak boleh mendedahkan Maklumat Kerahsiaan / Sulit sama ada untuk pekerjaanya atau mana-mana pihak ketiga, kecuali berkeyakinan bahawa pekerjaanya atau penasihat profesional memerlukan Maklumat Kerahsiaan / Sulit tersebut untuk tujuan menjayakan Perkhidmatan dan / atau Penghantaran Barangan;
- e) Penjual dan / atau Pembekal hendaklah terpakai baginya memastikan langkah-langkah keselamatan dan tahap penjagaan yang maksima bagi memastikan Maklumat Kerahsiaan / Sulit yang diperolehi dari KEV telah diberi perlindungan yang mencukupi daripada pendedahan yang tidak dibenarkan, penyalinan atau penggunaan oleh mana-mana pihak yang tidak dibenarkan.

"Maklumat Kerahsiaan" ertinya mana-mana bahagian atau sepenuhnya maklumat rahsia yang tidak merupakan domain awam, berhubung dengan Perkhidmatan dan / atau Penghantaran Barangan, yang mana maklumat boleh dihantar secara lisan atau yang terkandung atau dinyatakan dalam bentuk elektronik atau dokumentari dan sama ada atau tidak dilabelkan sebagai "sulit".

Kesemua Maklumat Kerahsiaan / Sulit yang diperolehi adalah hakmilik mutlak KEV. Penjual dan / atau Pembekal tidak mempunyai apa-apa hak dalam apa jua bentuk kepada mana-mana Maklumat Kerahsiaan / Sulit yang diperolehi . Penjual dan / atau Pembekal mengakui dan bersetuju bahawa Maklumat Kerahsiaan / Sulit dan semua hak harta intelek yang terkandung di dalamnya (termasuk hak cipta, reka bentuk dan paten hak) adalah hak milik mutlak dan eksklusif KEV.

SECRET / CONFIDENTIAL INFORMATION

In consideration of the receipt and disclosure of all Secret/Confidential Information by KEV to the Vendor and/or Supplier, the Vendor and/or Supplier hereby undertakes to KEV that the Secret/Confidential Information will be used only for the purpose of achieving the successful completion of the Services and/or successful delivery of the Materials and for no other purposes whatsoever and in particular, but without prejudice to the generality of the foregoing:

- a) The Vendor and/or Supplier shall not make any use of the Secret/Confidential Information thereof except for the purpose of the Services and/or the delivery of the Materials to KEV;*
- b) The Vendor and/or Supplier shall not use the Secret/Confidential Information for the benefit of themselves or any third party;*
- c) The Vendor and/or Supplier shall not copy and/or reproduce the Secret/Confidential Information whether by machine or otherwise or reduce to writing any part thereof except as may be reasonably and practicably necessary in the course of the Services and/or delivery of the Materials in order to achieve its successful completion. Any copies, reproductions or reductions of the Secret/Confidential Information into writing shall be the property of KEV;*

d) The Vendor and/or Supplier shall not disclose the Secret/Confidential Information whether to its employees or to any third party, except in confidence to such employees or professional advisors who are in need to receive the same in the course of the Services and/or the delivery of the Materials;

e) The Vendor and/or Supplier shall apply thereto, no lesser security measures and degree of care than that applied to its own confidential or proprietary information and which the Vendor and/or Supplier warrant as providing adequate protection of such information from unauthorised disclosure, copying or use.

"Secret/Confidential Information" means any and all Secret/Confidential Information not in the public domain, in relation to the Services and/or delivery of the Materials, which information may be orally transmitted or contained or reflected in electronic or documentary form and whether or not labeled as "confidential".

All Secret/Confidential Information disclosed remains the property of KEV, and the Vendor and/or Supplier has no right of any kind to any Secret/Confidential Information disclosed. The Vendor and/or Supplier hereby acknowledges and agrees that the Secret/Confidential Information and all intellectual property rights in it (including copyright, design and patent rights) are and will remain KEV's exclusive property.

Kami, syarikat yang menender tender ini, dengan ini mengakui bahawa kami telah membaca, memeriksa dan mengkaji akan maksud serta isi kandung dokumen tender ini. Kami dengan ini mengisytiharkan bahawa kami memahami sepenuhnya akan maksud serta isi kandung dokumen tender ini dan berjanji untuk memenuhi serta mematuhi kehendak-kehendak spesifikasi tender ini. Kami seterusnya mengisytiharkan bahawa segala persoalan-persoalan yang telah kami kemukakan telah pun dijawab dengan memuaskan oleh KEV. Kami juga mengisytiharkan bahawa kami memahami kehendak serta keadaan tempat kerja dan telah mengambil pertimbangan secukupnya ke atas perkara-perkara ini di dalam tender kami. Kami mengaku bahawa segala keterangan yang diberikan dalam tender ini adalah benar. Kami dengan ini menawarkan tender bagi pembekalan barang/perkhidmatan yang tersebut diatas sebagaimana yang dikehendaki oleh tender ini. Sekiranya Pesanan Belian/Kontrak ditandatangani berikutan dengan tender ini maka dipersetujui bahawa Pesanan Belian/Kontrak berkenaan akan tertakluk kepada syarat-syarat yang dinyatakan oleh KEV di dalam dokumen tender ini.

PENTING :

KAPAR ENERGY VENTURES SDN BHD berhak menyetujui tender sama ada kesemuanya atau sebahagiannya. KAPAR ENERGY VENTURES SDN BHD tidak terikat menyetujui tender yang paling terendah atau mana-mana tender. Harga yang ditawarkan adalah bersih termasuk semua cukai dan duti (DDP INCOTERM), kos pengurusan, insuran dan pengangkutan ke tempat serahan: STOR UTAMA, KAPAR ENERGY VENTURES SDN BHD

Saya dengan ini mengaku bahawa segala keterangan yang dinyatakan ini adalah benar.

Nama Wakil Syarikat : _____
No. Kad Pengenalan : _____
Jawatan : _____
Tandatangan : _____
Tarikh : _____

Cop Rasmi Syarikat

Nota Penting : Pastikan borang yang dihantar mempunyai watermarks "Kapar Energy Ventures" sebagai bukti pembelian tender. Borang ini adalah dianggap tidak sah sekiranya mempunyai watermarks "Draft".

**KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER PLANT,
KAPAR, SELANGOR**

**TENDER NO:
RFQ 19739**

**TENDER TITLE:
SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND
COMMISSIONING STACKER RECLAIMER C 3.3 kV
FLEXIBLE POWER CABLE**

CLOSING DATE : 08 SEPTEMBER 2026 @12PM

**SITE VISIT DATE AND TIME : 01 SEPTEMBER 2026
@10.30AM**

***The site visit is MANDATORY if required, without which the
tender submission will not be considered.**

A. INTRODUCTION

Kapar Energy Ventures Sdn. Bhd. (KEVSB) is inviting tenderers to submit proposal SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE at KEVSB. The details scope of the work is set forth in Section 1, Section 2, Section 3, Section 4 and Section 5. Tenderers are required to read thoroughly and understand the contents of this whole tender document. Tenders are invited from suitable Tenderers having the required expertise, skill, experience and good track records to carry out the works.

B. TENDER DOCUMENTS

Tenderers are issued with one (1) set of Tender documents consisting of the following documents:

- 1.0 INSTRUCTION TO TENDERERS
- 2.0 GENERAL CONDITIONS AND REQUIREMENTS OF CONTRACT
- 3.0 SCOPE OF WORKS, SPECIFICATIONS AND JOB REQUIREMENTS
- 4.0 TENDER MANDATORY REQUIREMENTS
- 5.0 CHECKLIST TENDER EVALUATION MANDATORY CRITERIA

1.0 INSTRUCTION TO TENDERERS

1.1 INTRODUCTION AND PLANT INFORMATION

Kapar Energy Ventures Sdn. Bhd. (hereinafter referred to as "KEVSB") is located at Jalan Tok Muda, Batu 12 Jalan Kapar, P.O Box 220, 42200 Kapar, Selangor Darul Ehsan, where the Power Plant is located.

Kapar Energy Ventures Sdn. Bhd. (KEVSB) is inviting Tenderers to submit proposal to SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE at KEVSB.

1.2 INVITATION TO TENDER AND QUALIFICATION OF TENDERERS

Tenders are invited from suitable Tenderers having the required expertise, skill, experience and good track records to supply the material and carry out the works.

Tenderers shall be reputable, established Malaysian owned and/or registered companies and/or registered with relevant government authorities or with TNB and/or Malakoff.

Tenderers must have executed similar Contracts with proven commercial and technical experiences.

1.3 OBJECTIVES BASED TENDER

The objectives of this Tender are;

1. To Replace, Install, Testing and Commissioning Stacker Reclaimer C 3.3 KV Flexible Power Cable.
2. To improve the reliability of the stacker reclaimer C system by replacing the existing deteriorate insulation flexible power cable.
3. To minimize the risk of unplanned power cable failure and ensure continuous operation of the Stacker Reclaimer C system.

1.4 FURTHER INFORMATION AND CLARIFICATION

Further information and clarification on the technical aspects of the specification and requirements may be obtained on application in writing or facsimile shall be addressed to;

Managing Director/Chief Executive Officer

Kapar Energy Ventures Sdn. Bhd.
Sultan Salahuddin Abdul Aziz Power Plant,
Jalan Tok Muda, Batu 12 Jalan Kapar
P.O Box 220, 42200 Kapar
Selangor Darul Ehsan

Tel: +603 - 30009908

Fax: +603 - 30009913

Contact Person: (Hafiz-0132632764)

1.5 INTERPRETATION OF TENDER

These Instruction to Tenderer, in so far as they may affect the execution of the Contract, shall be deemed to form part of the Conditions of Contract. If the Tenderer has any doubt as to the meaning and intent of any provisions or sections on the specifications of drawings or in any event of discrepancies or contradictions between provisions or sections, the Tenderer shall seek clarification (as stated in clause 1.4). KEVSB shall not be bound by any oral interpretation of the tender document, which may be made by KEVSB, or any of his/her representatives. The Tenderer is not allowed to make any extra claims due to his/her ignorance or misinterpretation of the scope of works.

1.6 DATA TO ACCOMPANY THE TENDER

The tender shall include all the documents, information and data necessary to complete the requirements of these Instructions to Tenderers in all respects. In particular, the tender shall be accompanied (where applicable) by the documents as stipulated in Clause 4.0.

1.7 NEGOTIATING THE TERMS

KEVSB reserves the right to negotiate any of the terms and conditions of the tender including but not limited to basic rates, price structure, quantities, etc.

KEVSB is not bound to accept the lowest or any tender or to assign any reason for rejection of any tender.

KEVSB shall not be responsible for, nor pay for, any expenses or loss, which may be incurred by Tenderers in the submission of the tender.

2.0 GENERAL CONDITIONS AND REQUIREMENTS OF CONTRACT

2.1 TENDER BRIEFING AND SITE VISIT

Before tendering, the Tenderer is **required** to bring a copy of the tender document for site visit purposes. This is to assess the nature of the work site, accessibility and location of the installation, and any other circumstances that may influence the tender.

During the site visit, the Tenderer may seek clarification from the Station Engineer on any aspect of the works that may not be explained fully in this tender document.

Any additional information with regard to the site visit and location of this Power Station can be obtained from Station Engineer during office hours.

The site visit is **MANDATORY** without which the tender submission will not be considered. The schedule for site visit is as indicated in the cover page.

All expenses for this visit shall be borne by the Tenderer. KEVSB will not be responsible for any expenses or losses incurred by the Tenderer.

2.2 TENDER QUOTATION (PRICING)

The tender quotation shall be made in the **TENDER FORM** and **SCHEDULES** attached. All blanks shall be filled up and completed in ink or typed without alteration. The documents shall bear the signature, name and address of the Tenderer as indicated.

The rates and prices quoted shall be considered as the full inclusive rates, prices any duties and taxes (SST, Withholding Tax, etc.) for the finished described under the respective items, and as covering all labour, materials, transportation, temporary work plant, overhead charges and profit, as well as liabilities, obligations and risks arising out of the cooled splits of Contract.

The Tenderers are required to base their tender on a firm price offer in Ringgit Malaysia (RM) and this price is to remain firm over the whole period of the Contract. No variation whatsoever, arising from the escalation or changes in foreign currency exchange rate, or any other causes, will be entertained.

2.3 ALTERATION AND CORRECTION OF TENDER DOCUMENTS

- a) Tenderer is required to fill out completely and neatly all the forms provided.
- b) No changes are to be made in the tender documents. Any correction shall be made by way of strikethrough, stamped and initialed. No erasing in any form shall be allowed.
- c) If the space provided is insufficient, Tenderer is allowed to provide information in a separate attachment.
- d) Each page of the submission document must be signed and stamped with the Tenderer company official stamp.

2.4 TENDER VALIDITY

The tender prices shall remain firm and valid for acceptance for a minimum period of **ONE HUNDRED AND TWENTY (120) DAYS** from the closing date for submission of tender. No Tenderer may withdraw their tender within that period.

2.5 INSURANCE

The Tenderer must obtain all necessary insurance coverage to cover the works. The Tenderer is required to inform the start date to SP&G Gallagher Insurance Brokers Sdn. Bhd. or any insurance company for project insurance protection (a copy of the Insurance Cover Note shall be submitted to Procurement Section within fourteen (14) working days before commencement of work).

SP&G Gallagher Insurance Brokers Sdn. Bhd.

4th Floor, Menara Yayasan Tun Razak,
No. 200, Jalan Bukit Bintang,
59100 Kuala Lumpur.
Tel : 603-2708 2200
Fax : 603-2708 2211

The successful Tenderer shall procure and maintain at its own cost and expense where applicable during the performance of the work, the following insurances:

- a) Workmen Compensation and Employer's Liability Insurance;
- b) Comprehensive General Liability Insurance; and
- c) Such other insurance policies required for the performance of the supply and services.

The Successful Tenderer shall maintain adequate insurance coverage as per minimum requirements specified in Appendix 3.

The Successful Tenderer shall be liable for all deductible in respect of such insurance.

All insurances required to be effected by the Successful Tenderer must be procured and be in effect within the period of work to be carried out.

The Successful Tenderer shall provide to KEVSB the duplicate or certified copy of all policies, endorsement slips and all renewal certificates for which it is responsible, the receipts for the current premiums and other monies payable thereunder or other proof of payment, upon receipt thereof. Please be notified that the Contractor is **PROHIBITED TO COMMENCE ANY WORK** until you provide the Insurance Cover Note and submit to KEVSB (Procurement Division).

If the Successful Tenderer fails to comply with the conditions imposed by the insurance policies or any of the insurance policies are avoided due to acts or omissions of the Successful Tenderer, the Successful Tenderer shall indemnify KEVSB against all losses and claims arising from such failure, act or omission of the Successful Tenderer.

2.6 TENDER PURCHASE

- a) The tender document can be purchased through Kapar Energy Ventures Sdn Bhd website (<https://www.kaparenergy.com.my/tender/>).
- b) Tender documents can only be purchased through online and will not be sold over the counter. Only the purchase of tender documents through the website is allowed and processed.
- c) The tender can only be participated by KEV vendors / suppliers / contractors who have registered as KEV vendors.

- d) All payment shall be made through FPX.
- e) The link to the tender document and auto-generated receipt will be given to vendor / supplier / contractor KEV via email once received confirmation of fund transfer by the Finance Department (within 2 working days).
- f) If the vendor / supplier / contractor has not yet registered and has made the payment then the payment will NOT BE REFUNDED.
- g) For vendors / suppliers / contractors who have not yet registered as KEV vendors / suppliers / contractors can apply for KEV vendor registration and it is subject to approval by the committee members.
- h) It is PROHIBITED to purchase the tender on the same day as the tender closing date and site visit date. It is advisable to purchase the tender at least 2 days in advance of the closing date or site visit date to enable the Finance Department to check and verify the fund transfer.
- i) NO refund policy.
- j) Any inquiries on tender specifications please contact the Vendor section at 03 – 30009908

2.7

SUBMISSION OF TENDER

Tenderers are to submit their **TECHNICAL** and **COMMERCIAL** bids separately in two separate envelopes clearly marked on the top left hand corner as below :

‘TENDER NO: RFQ 19739
TITLE : SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND
COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE
POWER CABLE
TECHNICAL ENVELOPE’

‘TENDER NO: RFQ 19739
TITLE: SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND
COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE
POWER CABLE
COMMERCIAL ENVELOPE’

Non-compliance to this instruction may result in the disqualification of your bid.

The tender submission requires two separate envelopes, one for the technical proposal and another for the commercial proposal. These envelopes are then placed together within a single outer envelope for submission.

Tender bids shall be submitted in full including all schedules using the original tender documents purchased from the KEV Procurement Section.

One copy of the completed tender document shall be submitted in a sealed covered envelope bearing no indication of the identity of the Tenderer. The tender price shall include all incidental and contingency expenses. KEVSB may, at its discretion, reject the tender should Tenderers fail to follow this clause. For the avoidance of doubt, only the authorised representative of Tenderers may sign the tender and such authorisation shall be in the form of appropriate company's board resolutions and/or court- certified power of attorney approving submission of the tender documents by Tenderers and related matters including but not limited to the appointment as an authorised signatory of the aforesaid Tenderers and shall be submitted together with the tender.

No change or amendment is allowed to be made in the **FORM OF TENDER** or in the **SCHEDULES** therein except in the filling up the information required under the tender. If any change or amendment is made or if the provisions under the instructions to Tenderers are not fully complied with, the tender proposal may be rejected by KEVSB at its discretion.

If Tenderers have any doubts about the meaning of any section of this instructions to Tenderers, Tenderers shall before or upon submitting their tender, seek clarification in accordance with Clause 1.3, failing which, KEVSB may reject any interpretation of tenderers which is different from what is intended by KEVSB pertaining to the same.

A complete set of documents requested in Clause 1.5, Data to Accompany the Tender shall also be included and submitted with its tender. All tender documents shall be submitted in sealed envelope and stated the RFQ 19739 and SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE.

RFQ 19739 and SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE shall be clearly indicated on the top left hand corner of the envelope. The envelope shall be marked with tender no and tender title as below):

TENDER NO : RFQ 19739
TENDER TITLE : SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE
CLOSING DATE : 08 SEPTEMBER 2026

TENDER BOX
Chief Executive Officer
Kapar Energy Ventures Sdn. Bhd.
Sultan Salahuddin Abdul Aziz Power Plant,
Beg Berkunci 220, Kapar 42200,
Selangor Darul Ehsan.

The tender must be delivered by the **closing date indicated in the cover page.**

If tenders are not sealed or marked, KEVSB may reject the tender as non-conforming and will assume no responsibility for its misplacement or premature opening.

KEVSB reserves the right to award part or whole of the tender, or none at all without assigning any reason to Tenderers.

2.8 TENDER CLARIFICATION

KEVSB may require the Tenderer to clarify tender in writing or attend tender clarification meetings regarding his/her tender, if necessary. The Tenderer is requested to arrange for suitable representative/s on standby for the purpose of tender clarification meetings.

2.9 TENDER WITHDRAWAL

Contractor/Vendor who withdraws after a tender is closed shall be penalized as follows;

NO.	OFFENCES	PENALTIES
1	1 st offence	Warning letter
2	2 nd offence	Six (6) months to One (1) year suspension
3	3 rd offence	One (1) to Two (2) years suspension or Contractors is deregistered and blacklisted from participating in future tender.

Contractor/Vendor who withdraw after a tender was awarded and the validity has not expired shall be penalized as follows;

NO.	OFFENCES	PENALTIES
1	1 st offence	Up to One (1) year suspension
2	2 nd offence	One (1) to Three (3) years suspension
3	3 rd offence	Deregistered

However, such penalties shall not apply in the event that KEVSB's offer:

- (i) Differ from the specifications originally defined in the Tender/Quotation.
- (ii) Differ from the proposal offered by the tenderer.

2.10 RIGHTS TO ACCEPT OR REJECT TENDERS

KEVSB is not obliged to accept the lowest or any part of the tender. KEVSB reserves the rights to reject any tender that in the judgment of KEVSB appears to as each or combination of all of the following:

- (i) A Tenderer is unable to provide a satisfactory explanation for the tendered rates and/or tender price;
- (ii) Tender price that is unrealistic;
- (iii) Presence of arithmetical errors including those related to price and timelines.

2.11 THE TENDERER SHALL BE DULY INFORMED

The Tenderer shall familiarize himself/herself fully with all matters relating to the tender. The Tenderer shall be deemed to have examined and satisfied himself/herself as specified in the tender before submission.

2.12 CONFLICT OF INTEREST IN PARTICIPATING SHAREHOLDERS NOTICE

If a person has direct or indirect equity holding in two or more companies, only one offer can be made for a particular tender. The offer can either be in the form of a joint venture of the related companies, or a submission by one of the companies. If two or more companies submitting separate offers in the same tender are found to have common shareholder(s), each offer shall be rejected.

2.13 REQUIREMENTS DECLARATION OF INTERESTS OF DIRECTORS OF THE COMPANY / THE SHAREHOLDERS OF THE COMPANY TO TENDER KEV

Tenderer shall comply with all applicable legislations, regulations, and statutory requirement relating to the provision of the products/services to KEVSB. Tenderers shall also declare that their companies are not related (e.g. having common Shareholders, Board Members, Senior Management Staff) to any of the other Tenderers participating in the bid and shall not conspire or collude with others Tenderers or Agents when participating in the bid.

2.14 OPENING OF TENDERS

There shall be no public opening of the tender.

2.15 FREIGHT AND TRANSPORTATION

If the Tenderer is required under the tender to provide transportation, the Tenderer shall consult KEVSB the appointed forwarding agent.

2.16 NOTIFICATION OF AWARD

KEVSB will notify the Successful Tenderer by issuing a Letter of Award ("LOA") or Purchase Order ("PO") which will be sent by letter or facsimile or hand delivery or e-mail.

The Successful Tenderer shall submit the following documents within the time period specified by KEVSB:-

- (i) The insurance policies as prescribed in this tender document;
- (ii) The performance bond within twenty eight (28) days upon receiving the PO, LOA or notification by KEVSB for LOA (as the case maybe); and
- (iii) Any other documents as requested by KEVSB.

2.17 DEFINITIVE AGREEMENT

KEVSB may require the Successful Tenderer to enter into a definitive agreement as the case may be within sixty (60) days from the date of acceptance of the LOA or PO or such other period to be agreed and notified by KEVSB to the Successful Tenderer.

2.18 PROJECT COMPLETION DATE

The work shall be completed within the period as determined by KEVSB.

2.19 RIGHTS OF KEVSB

Notwithstanding the terms and conditions in this tender, KEVSB reserves the right to change or vary the dates, annexes, deadlines, requirements and conditions described in this tender as the case may be, to reject any or all tender proposal, to disqualify any Tenderers, to change the limits and scope of the procurement process, to cancel this tender or the procurement process or to elect not to proceed with the procurement process for any reason whatsoever, without incurring any liability for costs and damages incurred or suffered by Tenderers.

2.20 COSTS TO BE BORNE BY TENDERERS

All costs and expenses incurred by Tenderers in the preparation and delivery of the tender proposal, including the costs of purchasing this tender or in providing any additional information and documentation for the evaluation will be borne solely by Tenderers.

2.21 CONFIDENTIALITY

All documents, including reports, plans, charts, graphs and tables provided to the Tenderers or the Successful Tenderer for the performance of duties and all data and information made available to be collated by Tenderers or the Successful Tenderer pursuant to this tender document shall be strictly confidential and under no circumstances shall Tenderers or the Successful Tenderer divulge them to any third person or party directly or indirectly without KEVSB prior written consent. If Tenderers or the Successful Tenderer appoint any specialist firm then he/she may disclose information to such firm subject to such firm agreeing to be under similar terms of confidentiality as per the provision of this Clause. Tenderers or the Successful Tenderer shall return or destroy such information or data within fourteen (14) days from the written request of KEVSB.

This Clause shall survive two (2) years upon termination of the agreement.

The Successful Tenderer shall ensure compliance with the relevant privacy and applicable laws as well as the Personal Data Protection Act 2010

("PDPA") (as may be revised from time to time), including but not limited to ensuring that any confidential information pertaining to personal data furnished to it by KEVSB shall be collected, stored, processed, used, or otherwise dealt with (shall collectively be referred to as "Process") solely for the works and shall be in full compliance with the PDPA. In so complying, the Successful Tenderer shall ensure that the process shall not result in the violation or contravention of the PDPA by KEVSB.

2.22 ADDENDUM TO TENDERS

Prior to the date of submission of the tender, KEVSB may issue any addendum to clarify or modify any terms and conditions herein whether in part or in whole. Each addendum issued will be distributed to Tenderers and shall form part of the tender. For avoidance of doubt, any addendum issued shall not constitute a ground for any extension of the proposal tender closing date unless otherwise provided by KEVSB.

2.23 PERFORMANCE BOND

Within the time stipulated, the Successful Tenderer shall provide an on-demand bond in the form of bank guarantee for the due and proper performance of the LOA or PO as the case may be and observance of all provisions, covenants, conditions and stipulations, therein contained with good and sufficient sureties as hereinafter provided in a sum of equal to five percent (5%) or (2.5%) percent of the Contract price or PO value or any other amounts as informed by KEVSB. The performance bond shall be kept valid until after the expiry of the warranty period plus 3 months grace period or such other period to be notified by KEVSB.

The performance bond shall be issued by a first class bank or financial institution incorporated and licensed to operate in Malaysia. All expenses associated with procuring, renewing and maintaining the performance bond shall be borne by the Successful Tenderer.

The Successful Tenderer shall furnish the performance bond within twenty eight (28) days upon receiving the PO, LOA or notification by KEVSB for LOA (as the case maybe).

If the said performance bond is not furnished by the Successful Tenderer within the abovementioned period, KEVSB may notify the Successful Tenderer in writing to terminate the Successful Tenderer's appointment. Thereupon, KEVSB under this provision is not responsible in any respect of any matter or things whatsoever in connection with the LOA or PO.

If the Successful Tenderer fails to execute the works or commits any breach of its obligations under the LOA or PO, KEVSB may utilize and make payments out of or deductions from the said performance bond or any part thereof.

If a demand is made by KEVSB on the performance bond, the Successful Tenderer shall provide replacement performance bond within **twenty eight**

(28) days from the demand made, so that the amount of the performance bond shall be maintained until its expiry.

2.24 INVOICES AND PAYMENT

The Successful Tenderer shall submit tax invoice based on the mechanism to be agreed between the parties. The tax invoice shall be supported by completed service report signed by KEVSB's certification to the effect that the works performed are satisfactorily completed as per specifications with the required report submitted.

Payment shall be made within thirty (30) days from the date of receipt of the tax invoice. If KEVSB disputes or questions the tax invoice in whole or in part thereof, then KEVSB shall pay only the undisputed or unquestioned items in the tax invoice, and shall withhold the disputed or questioned items in the said tax invoice until it is resolved in accordance with the dispute resolution mechanism in the agreement. Interest shall not be levied on any payment withheld by KEVSB.

KEVSB shall be entitled to deduct from such payment any sum of money from the Successful Tenderer by reason of any default or breach of the agreement by the Successful Tenderer under the agreement.

2.25 ORDER OF PRECEDENCE

For the purpose of this section, the agreement between KEVSB and the Successful Tenderer shall consist of the following unless otherwise provided by KEVSB:

- a) the definitive agreement (if required);
- b) the Contract/LOA/PO;
- c) this tender document; and
- d) the proposal.

If there are any terms in the above documents that are ambiguous, inconsistent or in conflict to each other, the priority of documents shall be in accordance with the above.

2.26 AMENDMENT OR VARIATION

General specifications on agreement which shall be agreed by the Successful Tenderer as per the following:

- a) The scope of the works shall be as per the tender. The Successful Tenderer shall provide the necessary design, material, equipment, transport, labor and anything else required to achieve the successful completion of the works.
- b) No change shall in any way vitiate or invalidate the obligations of the Successful Tenderer under the agreement.
- c) On receipt of any written order requiring a change in the works which may, in the opinion of the Successful Tenderer, involve a change in the price or the completion date, the Successful Tenderer shall, before

proceeding with the order, inform KEVSB of the effect of the change and to be reviewed and approved by KEVSB. The Successful Tenderer shall not proceed with the change in the works unless approved by KEVSB.

2.27 ASSIGNMENT AND SUB-CONTRACTING

The Successful Tenderer shall not assign the agreement in whole or in part or any benefit or interest in the agreement without the prior written consent from KEV Relevant HOD Approving Authority.

The Successful Tenderer shall not sub-contract the whole or any part of the agreement without the prior written consent of KEV Relevant HOD Approving Authority.

2.28 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ("IPR")

The Successful Tenderer shall indemnify and hold KEVSB harmless from and against all damages, losses, liabilities, claims and proceedings arising from or incurred by reason of any infringement or alleged infringement of IPR including but not limited to patent rights, design or copyrights by the purchase, use or possession of the equipment supplied by the Successful Tenderer under the agreement, and from and against all demands, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

KEVSB in addition to the above may require the Successful Tenderer to remove, modify or replace at KEVSB option, the materials, equipment or any part thereof at Successful Tenderer's own cost so as to be non-infringing.

2.29 POWER PLANT'S SAFETY RULES AND REGULATIONS

The Successful Tenderer shall at any time during the performance of works comply with the Power Plant's safety rules and regulations ("Guidelines").

The Successful Tenderer hereby acknowledges that he/she has read such Guidelines and that it will abide by them. The Successful Tenderer shall disseminate such Guidelines to its employees and conduct and participate in periodic safety meetings.

The Successful Tenderer acknowledges and represents that he/she has made on-site inspection (job safety analysis) at the Power Plant's premises and the work area so as to be familiar with all conditions, which may affect the safety and health of its employees. KEVSB reserves the right, but not the obligation, to inspect the safety work performance of the Successful Tenderer to ascertain their compliance with these safety provisions.

The Successful Tenderer shall ensure that all its employees including foreign workers undergo a medical check-up to verify their health condition. The medical examination shall include, but not be limited to, x-ray, full blood test, urine test, and other relevant assessments. The health screening report shall be submitted to the KEVSB

representative (manager, engineer, or executive) for each project or service carried out.

The Successful Tenderer shall provide its employees with safe working equipment and machinery, safety equipment, firefighting equipment, materials, tools and personal protection equipment including but not limited to safety helmets, safety boots/shoes, safety glasses and proper working attire, i.e. working jacket or coverall. The equipment shall meet the acceptable quality standards. Any of the equipment, which in the judgment of KEVSB is unsafe or insufficient for doing the works, shall be repaired or replaced at the Successful Tenderer's expense. If KEVSB provides any safety items to the Successful Tenderer for the benefit of Successful Tenderer's employees, the Successful Tenderer shall be solely liable to make sure that such safety items are fit for the use intended and are in proper working order and should the equipment damaged it shall be repaired or replaced at the Successful Tenderer's expense. Loan of common and personal safety equipment to the Successful Tenderer is prohibited.

The Successful Tenderer shall give written notice immediately to KEVSB but not later than **twenty four (24) hours** after the occurrence of any accident, occupational injuries and illness involving its employees relating to the works to be performed hereunder, which results in injury, or which causes damage to the property of KEVSB or a third party. The Successful Tenderer is also required to report all accidents to the appropriate government agencies as required by the laws and regulations of Malaysia. Copies of these reports must be provided to KEVSB within **forty eight (48) hours** of its occurrence.

All foreign workers engaged in the execution of works at the power station shall be able to understand and communicate effectively in either English or Bahasa Malaysia. This requirement is critical for ensuring proper comprehension of safety instructions, signage, emergency procedures, and operational communications.

The Successful Tenderer shall be responsible for ensuring that all foreign workers have sufficient language proficiency prior to commencement of works. Where necessary, the Successful Tenderer shall provide interpreters or conduct basic safety language training to meet this requirement.

Failure to comply with this clause may result in the removal of non-compliant personnel from the site and may be considered a breach of contract under the Guidelines.

In order to ensure the security, safety and health of all people at all times at the Power Plant, all contractors, contractors and transporters of the Successful Tenderer shall fully comply with the Guidelines at all times.

2.30

WORKS WITHIN EXISTING INSTALLATION

The Successful Tenderer shall ensure that there is no disruption to the operations of the Power Plant during the performance of the works. Without prejudice to KEVSB's other rights or remedies under this agreement and/or the law, KEVSB reserves the rights to suspend the works at any time

by giving to the Successful Tenderer two (2) days prior notice in writing to that effect.

The Successful Tenderer shall, on receiving the written notice, suspend the progress of the works or any part thereof for such time or times and in such manner as KEVSB may consider necessary.

The Successful Tenderer shall only be allowed to claim for the works that have been fully completed prior to such suspension.

2.31 INSPECTION BY KEVSB

KEVSB shall have the rights, daily or at any time during the performance of the works, to review or inspect the Successful Tenderer's workmanship and/or equipment and/or material in connection with the works and the Successful Tenderer shall render full cooperation and assistance to KEVSB in conducting such review and inspection.

Where any part of the works is rejected or required to be rectified, the Successful Tenderer shall re-perform any such part of the works at its own cost and expenses. The Successful Tenderer's obligations to re-perform any part of the works shall not be regarded as works change order and the Successful Tenderer may be recalled for inspection for certification of the work completion sheet before invoicing.

2.32 COMPLIANCE WITH THE LAWS AND REGULATIONS

The Successful Tenderer in performing the works shall comply with the laws and KEVSB's rules, regulations and procedures. The Successful Tenderer shall also give all notices, pay all taxes, duties, fees, levies and obtain all permits, licenses and approvals as required by the laws. The Successful Tenderer warrants that it shall indemnify KEVSB against and from the consequences of any failure to do so. For the avoidance of doubt, all costs relating to matters under this clause shall be borne by the Successful Tenderer, unless stated otherwise.

2.33 ACCEPTANCE TEST

The Successful Tenderer shall conduct the factory acceptance test ("FAT") prior to the completion of the works and witness by KEVSB's representative for the deliverables, at its own expenses and within the period to be determined by KEVSB.

The Successful Tenderer shall provide **seven (7) days prior written notice to KEVSB**, specifying among others, the time and place prior to conducting the test. KEVSB shall give not more than seven (7) days, notice of the KEVSB's intention to attend the test. If KEVSB does not attend at the time and place agreed, the Successful Tenderer may proceed with the tests, unless otherwise instructed by KEVSB and the tests shall then be deemed to have been made in KEVSB's presence.

If the deliverables fail to satisfy the technical requirements, the relevant tests shall be repeated by the Successful Tenderer at reasonable intervals until the deliverables satisfy those requirements. Any modifications or improvements to the deliverables, which are required to enable those requirements to be satisfied, shall be made at the Successful Tenderer's expense.

Subject to this clause, if the deliverables fail to satisfy the test requirements, KEVSB reserves the rights to terminate the agreement or accept the deliverables with discounted contract price agreed by the parties.

The Successful Tenderer shall promptly forward to KEVSB duly certified reports of the tests. When the specified tests have been passed, KEVSB shall endorse the Successful Tenderer's test certificate.

Where applicable, the final acceptance by KEVSB is subject to KEVSB's rights to engage a third party to evaluate the deliverables. The third party so engaged may participate in any or all aspects of the acceptance testing procedures.

2.34 BLACKLISTED COMPANY

The Tenderers that are blacklisted by KEV / TNB / Malakoff and/or have litigation action in any courts of Malaysia shall not take part in this tender.

2.35 ENVIRONMENTAL COMPLIANCE BY TENDERER

1. The successful Tenderer, in executing the contract and throughout the job duration at Station premises, shall ensure that all the workers, representatives and subcontractors, do not contravene the Malaysian Environmental Quality Act 1974 and its Regulations and any other applicable legal requirements.
2. Where the Contract involves the generation and therefore necessary removal and disposal of wastes, the successful Tenderer shall, in the tender submission, indicate:
 - a. The dumpsites and relevant approval from the authorities to use such dumpsites.
 - b. The destination of his wastes if they are not dumped.
3. The successful Tenderer shall ensure that the Station Chemist/Safety Officer is notified of all the chemicals that are to be used in carrying out the works.
4. The successful Tenderer shall:
 - a. Provide Safety Data Sheet (SDS) for all the chemicals to be used (if applicable).
 - b. Ensure that the workers involved in the handling of harmful or corrosive chemicals are equipped with appropriate personal protective equipment (PPE).

- c. Ensure that disposal of such chemicals is done in the appropriate manner so as not to pollute the surrounding environment. Disposal of waste into the drains or waterways without proper treatment is illegal and prohibited.
 - d. Ensure that no chemical such as Ozone Depleting Substances (ODS), Polychlorinated Biphenyls (PCBs) and/or Chlorofluorocarbons (CFCs) is used unless with special authorization from the Station Management.
- 5. Any form of oil that is being used by the successful Tenderer shall to be stored in bonded areas as follows:
 - a. Areas where oil-handling equipment is located shall be bonded prior to the commencement of work.
 - b. In the event of oil spillage, the successful Tenderer shall report to the station management immediately. The successful Tenderer shall clean up the spill under the supervision of relevant station personnel compliance to legal requirements. Discharging of oil into the drains is strictly prohibited.
 - c. The cost of cleaning work and the subsequent disposal of cleaning waste (schedule waste) shall be fully borne by the successful Tenderer. This includes cleaning, collecting, packing in suitable containers and disposal to DOE approved Waste Management Facility.
- 6. Removal of tree and/or ground vegetation shall not be undertaken without the specific approval of the Station Management.
 - a. During the course of work, the successful Tenderer shall not remove and/or damage any tree and/or vegetation in the surrounding area.
 - b. If the work requires the removal of ground cover, the successful Tenderer shall ensure that areas susceptible to erosion must be covered appropriately to prevent soil erosion.
 - c. Provisions shall be taken to ensure that any sediment washed away from exposed areas does not enter the station drains.
- 7. Creation of dusty environment shall be avoided wherever possible. If it is impossible to prevent dusting of the environment, appropriate control measures shall be taken, such as:
 - a. Ensuring that the tires of all vehicles leaving the work site are cleaned of any soil.
 - b. Wetting of roads to prevent dust from becoming airborne due to passing vehicles.
 - c. Where applicable water spray / water fogging shall be instituted to suppress the airborne particles.
- 8. The successful Tenderer shall be responsible for the disposal of its own waste.

- a. Should this waste be gaseous or liquid, it must be treated in the appropriate manner to comply with the Department of Environment (DOE) standards, department of health standards and any other relevant regulatory standards any in-house station performance criteria, prior to discharging into the air or station drains/waterways.
 - b. Should this waste be classified as schedule waste as determined by the Scheduled Waste Regulations 2005, it must be stored and disposed of according to the DOE recommendations. An inventory of the type, quantity, storage and disposal facilities for the scheduled waste product must be handed to the station supervisor. (Note: used lubrication oil is a schedule waste).
 - c. Should this waste be ordinary solid waste as building rubble or municipal waste, the successful Tenderer shall be responsible to dispose this waste at the disposal sites that have been designated by the local authorities.
 - d. Disposal of any waste by open burning is strictly prohibited.
9. Noise - Should the work to be undertaken involve the emission of high noise levels, the successful Tenderer shall seek approval of the Station Management as to the time and duration that this work can be carried out.
10. The successful Tenderer shall take all necessary measures to ensure that the cleanliness of the work areas and the any areas affected by the works.
11. The successful Tenderer shall comply with the regulations, procedures and guidelines with respect to works in KEVSB as per our **ISO 14001 Procedures: Station Environmental Regulations & Requirements**.
12. In all works undertaken within the Station premises or for the Station, the successful Tenderer shall act with due care for the environment, taking all necessary actions to protect the environment. The successful Tenderer shall be liable for the rehabilitation of any damage caused during the execution of his work.

2.36 **KEVSB'S PROCUREMENT CODE OF CONDUCT & INTEGRITY PACT**

1. The Tenderer shall adhere to the principles and policies prescribe in TNB's Procurement Code of Conduct ("Code") which is adopted by KEVSB as per **Appendix 1(a)** and to execute the declaration as per **Appendix 1(b)**.
2. The Tenderer shall execute the Integrity Pact as per **Appendix 2** which is a legal agreement between KEV and the Tenderer to act according to an agreed set of practices, in order to prevent bribery arising during their commercial interactions. In the event that the Tenderer has been found to, or be suspected of, violating the Integrity

Pact, KEVSB shall conduct an investigation to ascertain whether the terms of the Pact have indeed been violated.

2.37

PERSONAL DATA PROTECTION

1. Both Parties agree to comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations in Malaysia, including but not limited to the Personal Data Protection Act 2010 (PDPA 2010), its subsidiary legislation and associated code of practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any or all information related to the performance and obligations under this Contract.
2. The Service Provider shall not transfer any personal data of a data subject to a place outside Malaysia without the prior written consent of KEV, or the Service Provider shall ensure that place in force any legislation that serves the same purposes or which is at least equivalent to the level of protection afforded by the Malaysian PDPA 2010.
3. The Service Provider shall implement adequate technical and organisational security measures to protect the personal data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction.
4. The Service Provider shall have the obligation to securely dispose of all personal data whether in written, electronic or other form or media given by KEV and shall certify in writing to KEV that such personal data has been disposed of securely upon request by KEV at any time during the term or upon termination of this Contract, if it is no longer required for the purpose for which it was to be processed. For avoidance of doubt, PDPA 2010 does not override other applicable laws in Malaysia that allows the retention of documents for a specified period, upon the expiry or termination of the Contract.
5. Upon default, the defaulting Party shall be liable for and shall indemnify (and keep indemnified) against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor client basis) and demands incurred by the aggrieved Party which arise directly or in connection with the defaulting Party's processing of personal data pursuant to this Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Legislation by the defaulting Party or its employees, servants, agents or representatives.
6. For the purpose of information and notification, KEV's Personal Data Protection Policy can be accessed at <https://kaparenergy.com.my/personal-data-protection-notice/>

TNB's Procurement Code of Conduct

"Tenaga Nasional Berhad believes that all supplier/contractor relationships should be based on principles of good governance such as integrity, accountability, fairness and a no tolerance rule towards bribery and corruption. These principles extend to all of the company's procurement activities in all countries in which it or its subsidiaries and majority-owned joint-venture companies operate. These principles are given force in a detailed Procurement Code of Conduct („Code"), which is constantly revised to capture changes in law, reputational demands and changes in the business. All Tenaga Nasional Berhad's employees, directors and suppliers/contractors are required to comply with the Code."

GLOSSARY

Authorised Representatives of TNB

The Procurement Department, Internal Audit Department, Internal Affairs Department and Security Department.

Bribe

Money, gifts, favour or promise to person in position of trust, to influence judgment or conduct.

Corruption

Offences as defined by the Malaysian Anti-Corruption Commission Act 2009 (MACC).

Conflicts of Interest

Refers to a situation when an individual has competing professional or personal obligations or personal or financial interests that would make it difficult for the individual to fulfil his or her duties fairly.

Directors

Members of the Board of Directors of TNB, including members of the Board of Directors of Subsidiaries and Joint-Venture Companies.

Employees

All TNB's employees including TNB personnel that are seconded or assigned to other companies or organisations. Employees Seconded to TNB Personnel from other organisations seconded to TNB.

Gifts

Something freely transferred by one person to another. Gratuity Something given voluntarily or beyond obligation usually in return for or in anticipation of some service.

Joint-Venture Companies

All joint-venture companies which are, directly or indirectly, Majority-owned by Tenaga Nasional Berhad.

Kickback/Commission

Payment in cash or in kind received in return for influence or control over a business transaction. Majority-owned Owns more than 50% of voting stock.

Official Authorities

The Anti Corruption Commission, the Police and the Companies Commission of Malaysia.

Procurement Processes

Total procurement processes including product planning, requisition, supplier selection, contract management and supplier evaluation.

Subsidiaries

All companies which are, directly or indirectly, Majority-owned by Tenaga Nasional Berhad.

Supervising Officer

Head of Division, Head of Department or any selected and elected employees by the Head of Departments to provide advice on matters pertaining to the Code.

Suppliers/Contractors

Entities that have provided or potentially will provide goods or services to TNB.

TNB

Tenaga Nasional Berhad, its Subsidiaries and its Joint-Venture Companies.

PREAMBLE

Good corporate governance is being introduced throughout the world as a business imperative offering competitive advantage. At TNB, our stakeholders, Directors and Employees prefer to do business with enterprises that uphold the principles of good corporate governance, namely integrity, transparency, independence, accountability, fairness, and social responsibility.

In this respect, procurement is critical as it plays an important role in our business. An effective procurement function enables TNB to:

- Provide high quality products and services to our customers;
- Be responsive to our customers' needs;
- Be cost effective and efficient in our operations;
- Work more productively with our Suppliers/Contractors; and
- Preserve TNB's good name and reputation.

For TNB's procurement function to be effective, we believe that all participants in our Procurement Processes need to engage in the basic principles of trust, honesty, fairness and transparent behaviour.

With this Code, we hope to clarify and institutionalise:

- What is considered to be acceptable business behaviour and by implication, what behaviour is not tolerated by TNB;
- Available channels to communicate or report unethical behaviour; and
- The implications of non-compliance to the Code.

The Code is intended for all those involved in the Procurement Processes of TNB including:

- All Directors;
- All Employees and Employees Seconded to TNB;
- All existing and potential Suppliers/Contractors including their directors and employees.

BREACH OF CODE

Breach of the Code by Employees

Breaches of the Code may result in disciplinary actions being invoked against the Employees concerned in accordance to "Prosedur Tata tertib TNB" or any disciplinary procedures that are currently in force.

Breaches of the Code by Employees Seconded to TNB from the government or other companies may result in disciplinary actions being invoked against the seconded employees in accordance to the rules and procedures of their respective Clients.

Breach of the Code by Directors

For Directors, failure to declare conflicts of interest may result in disciplinary actions in accordance to the Malaysian Companies Act 1965.

Breach of the Code By Suppliers/Contractors

Suppliers/Contractors who have committed a breach of the Code shall be subjected to the following action:

- Penalties or any contractual or legal remedies under the law;
- Immediate termination of contract;
- Disclosure of nature of breach to TNB;
- Blacklisted by TNB and shall be precluded from tendering for any work in the supply chain for the specified period. The directors of the Company may also be blacklisted.

PRINCIPLES OF THE CODE

The Code is guided by eight principles of conduct, which reflects the core beliefs, and values of our organisation (please refer to Table 1). The Code focuses on three key tenets of ethical conduct:

- Zero tolerance on corruption;
- No conflict of interest; and
- Honest and accurate representation of capabilities.

Table 1: Key principles of the Code

Honesty and fairness	Parties shall conduct all procurement and business dealings with honesty and fairness.
Accountability and transparency	The process for awarding contracts shall be open, transparent, and must be made on good justifiable grounds.
Declaration of interest	Parties shall declare potential conflicts of interest.
Compliance of law	Parties shall comply with all legal obligations including laws of Malaysia and contractual obligations.
Anti-competitive practices	
Unfair advantage	Parties shall not engage in procurement practices that are anti-competitive.
Parties' commitment	Parties shall not engage in procurement practices that result in unfair advantages.
Good co-operation	Parties shall not submit tenders without firm intention, conviction and/or capacity to proceed with a contract. Parties shall endeavour to maintain business relationships based on open and good communication, respect, trust and adopt a non-adversarial approach to dispute resolution.

Our Policy on Corruption

It is entrenched in the law of the country that all forms of Corruption are illegal. Therefore all Employees, Employees Seconded to TNB, Directors and Suppliers/Contractors shall not engage in such practices. It is TNB's policy that all Employees, Employees Seconded to TNB, Directors and Suppliers/Contractors conduct their work/business in accordance with the following ethical standards:

Suppliers/Contractors Ethical Standards:

- Not to offer money, goods or services, to any of Employees, Employees Seconded to TNB, Directors or any official as consideration for their decision, opinion, recommendation, vote or other exercise of discretion;
- Not to offer, give, agree or promise to give, in any manner, gratuity to Employees, Employees Seconded to TNB and Directors.

In the event that Employees or Directors commit any of the above acts, the Suppliers/ Contractors shall report such acts to the Authorised Representatives of TNB and in the case of Directors, to the Official Authorities.

The Employees, Employees Seconded to TNB and Directors Ethical Standards:

Do's	Don'ts
Choose Suppliers/Contractors based on merits and compliance with TNB's procurement requirements.	Engage in activities that compromise the Supplier/Contractor selection process.
Be on the alert and report any suspected non-compliance of the Code by Suppliers/Contractors, Employees and Employees Seconded to TNB or Directors.	Engage in corrupt practices, accept or give bribes, kickbacks or gratuity.
Report any non-compliance by Suppliers/Contractors, Employees and Employees Seconded to TNB or Directors to Authorised Representatives of TNB or the Official Authorities.	Not to release any Suppliers/Contractors business information, e.g., proposed rates, winning bid information to any parties.
Maintain and observe the highest ethical standards when dealing with a customer and Supplier/Contractor.	

Our Position on Conflicts Of Interest

Employees, Employees Seconded to TNB and Directors must exercise sound judgment and avoid Conflicts of Interest.

If an Employee or Employee Seconded to TNB has, or potentially will have, conflict of interest with Suppliers/Contractors, the individual must immediately notify such conflict to his or her Supervising Officer.

The Supervising Officer shall decide whether the individual should recuse himself or herself from the procurement process and seek alternatives. In the case where the Supervising Officer is potentially in conflict of interest, the individual must notify a higher authority Supervising Officer or as a last resort, the Internal Affairs, Internal Audit or Security Departments of TNB.

If a Director has or potentially will have Conflicts of Interest, the Director should immediately notify such conflicts to the Chairman of TNB's Board of Directors and/or excuse himself or herself from the procurement process.

Representations from Suppliers/Contractors

The Suppliers/Contractors must declare in writing to TNB that:

- They will comply with all legislations, regulations and statutory requirements relating to the provision of the products/services to TNB;
- They are not related (e.g., common shareholders, Board members, senior management) to any of the other Suppliers/Contractors participating in the same bid;
- They will not conspire or collude with other Suppliers/Contractors or agents when participating in a bid;
- They are duly authorised/certified provider of the products/services and shall not, expressly or impliedly hold themselves out to be an agent/representative of a third party service provider for similar products/services;
- They will at all times supply products that are certified to be of merchantable and satisfactory quality;
- They possess and utilise the necessary capabilities, equipments and suitable place of business to perform their obligations;
- They shall not totally subcontract the works/services;
- They shall maintain the highest standards of integrity and quality of work at all times.

If the Suppliers/Contractors are companies with Bumiputera status, the Suppliers/Contractors undertake that:

- The majority (at least 51%) of shareholding/equity are Bumiputera;
- The majority (at least 51%) of their employees are Bumiputeras;
- Key positions in the Suppliers'/Contractors' organization, such as the Chief Executive Officer, the Chief Operating Officer, the Managing Director, the General Manager or the Chief Financial Officer or any other such person responsible for finance are held by Bumiputeras; and/or
- All other guidelines that determine a company's qualification for Bumiputera status are complied with.

APPLICATION OF THE CODE

Employees, Employees Seconded to TNB, Directors and Suppliers/Contractors including their employees and directors, shall adhere to the Code at all times.

Requirements from Employees, Employees Seconded to TNB and Directors

All Employees, Employees Seconded to TNB and Directors are accountable and responsible in complying with the detail and spirit of the Code. In fulfilling these responsibilities each Employee, Employee Seconded to TNB and Director must:

- Read, understand and internalise the Code;
- Participate in training and educational programmes/events required for his/her job;
- Obtain guidance for resolving a business practice or compliance concern if he/she is uncertain about how to proceed in a situation;
- Report possible violations of the Code;
- Cooperate fully in any investigation which may be conducted by TNB's Procurement Department, Internal Audit Department, Internal Affairs Department and Security Department; and
- Make a commitment to conduct TNB's business with integrity, in compliance with the Code as well as applicable company policies, laws and regulatory requirements.

Requirements from Suppliers/Contractors

All current and potential Suppliers/Contractors must adhere to the principles and policies prescribed in the Code. In fulfilling these responsibilities, Supplier/Contractor, their employees and representatives must:

- Read, understand and internalise the Code;
- Comply with the Code;
- Report possible violations of the Code by informing Authorised Representatives of TNB; and
- Cooperate fully in any investigation or audit by Authorised Representatives of TNB with regards to compliance to this Code.

TNB will only deal with Suppliers/Contractors who adopt and adhere to the Code and/or any other policy or code of conduct that aims to promote similar principles

as the Code. In this respect, TNB will monitor the performance of its Suppliers/Contractors and will take necessary action when there is non-compliance or breaches of the Code. To ensure the compliance of the Code, Suppliers/Contractors must:

- Maintain all accurate and complete documentations to support compliance;
- Provide Authorised Representatives of TNB with complete and unrestricted access to relevant records, upon TNB's request;
- Allow Authorised Representatives of TNB to conduct confidential interviews with their management, directors and employees individually;
- Allow Authorised Representatives of TNB to conduct site visits to the Suppliers'/Contractors' locations in any manner; and
- Respond promptly to inquiries from Authorised Representatives of TNB regarding implementation of the Code.

[END]

2.38 OTHER GENERAL CONDITIONS

The Tenderer has to produce **Letter of Originality** of the products together with the tender submission.

The Tenderer shall comply with the regulations, procedures and guidelines with respect to works in KEVSB as per the Safety Guidelines for Contractors and Contractor's Workers Working in Power Station Premises.

The CEO or his representative has the right to inspect, stop the progress of work and to impose acceptable methods of work if deemed necessary due to violation of safety procedures and operation.

KEVSB does not bind itself to accept the lowest of any tender, nor give any reason for the rejection of any Tender, nor will it be responsible for any cost incurred by the Tenderer in preparing and submitting his Tender.

The Contract does not allow for the increase or decrease of the Contract Sum due to changes in the prices of materials or labour.

The work site is located within the existing operating power station. The Tenderer is expected to follow all standing instructions given by the CEO since the site is a designated protected area.

All workmanship, materials and components that are designed for this project shall consistently comply with the requirements of recognized international or national standards. However, acceptance of these standards for the project is subjected to the approval of the Station Engineer, provided that they are equal to, or better than, the equivalent Standards Specification and always that they do not contravene the provisions of the Energy Commission and/or SIRIM and other statutory regulations of Malaysia in force at the time of awarding this Contract.

GENERAL CONDITIONS OF CONTRACT FOR WORKS

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1. DEFINITION OF TERMS

In construing the Contract, the following words shall have the meanings herein assigned to them unless otherwise stated:

“Affiliate” means in relation to KEVSB, an entity:

- (a) that Controls KEVSB;
- (b) that is Controlled by KEVSB; or
- (c) that is Controlled by an entity that also Controls such party.

“Appendix to Conditions of Contract” shall mean the completed pages entitled Appendix to Conditions of Contract which are appended to and form part of the Contract;

“Business Day” means any day that is not a Friday, Saturday or Sunday (depending on the obligatory working day in respective states in Malaysia) and is not a legal holiday or a day on which banking institutions are authorized or obligated by law or regulation to close at the specified or, if no place is specified, at Kuala Lumpur, Malaysia;

“Completion Certificate” shall mean a certificate issued by KEVSB upon expiry of the Defect Notification Period for each section of Works;

“Contract” shall mean the written legal agreement between KEVSB and Contractor and all other documents as listed in the Appendix to Conditions of Contract;

“Conditions of Contract” shall mean these General Conditions and/or the Particular Conditions (if any);

“Contract Period” shall mean the duration to execute the Works as stated in the Letter of Award which shall be calculated from the first issuance of Notice to Start Work;

“Contract Price” shall mean the estimated sum as stated in the Letter of Award for the execution of the Works;

“Contractor” shall mean the party whose tender/offer has been accepted by Employer and includes the Contractor’s Personnel, successors or permitted assigns;

“Control” means in relation to any party, direct or indirect control through the ownership of, or the power to vote, more than fifty per cent (50%) of the voting shares or interest in the company or business or economic undertaking;

“Defect Notification Period” shall mean the period for notifying defects in the Works as stated in the Appendix to Conditions of Contract (with any extension under sub clause 9.3) calculated from the date on which that particular section of Works is completed;

“Effective Date” shall mean the date of the Letter of Award;

“Employer” shall mean Kapar Energy Ventures Sdn Bhd, its successor or permitted assigns;

“Employer Group” means Employer’s Affiliate;

“Employer’s Representative” shall mean Employer’s personnel who is given the authority to act on its behalf. This authorised person shall be as stated in the Appendix to Conditions of Contract, or as otherwise notified by the Employer to the Contractor;

“Gratification” shall have the same meaning as in the MACCA;

“HSE Requirements” means TNB HSE Guidelines for Contractors as provided in Appendix 1 and any other relevant requirements as imposed from time to time by the Employer;

“Laws” shall mean any written law of Malaysia including all statutes, legislations, subordinate legislations, orders, rules, regulations, executive orders, decrees, policies, judgments, notifications or other similar directives made pursuant thereto, consents or the requirements of any government authority and as the same may be amended from time to time and includes any change in law. It shall also mean any rules, regulations and/or directives issued or introduced by the Employer;

“Letter of Award” shall mean the letter of formal acceptance signed by the Employer and issued to the Contractor for the purpose of the Contract;

“LSR” means the Life Saving Rules;

“LSR Requirements” means KEVSB’s Life Saving Rules as stated in the TNB HSE Guidelines for Contractors as provided in Appendix 1;

“MACCA” means the Malaysian Anti-Corruption Commission Act 2009 and includes its subsidiary legislation and guidelines;

“Notice to Start Work” shall mean the work instruction issued by KEVSB (which shall be issued for each section of Works within the Contract Period) to the Contractor to commence the Works;

“Parties” shall mean KEVSB and Contractor and “Party” shall mean either KEVSB or the Contractor as the case may be;

“Personnel” means contract employees, permanent employees, contractors, agents, or representatives of the Contractor or Subcontractor appointed by either Contractor or Subcontractor respectively;

“Purchase Order” shall mean a document issued to the Contractor for each section of Works indicating the price, quantity, delivery period and/or other terms and conditions of a specific work;

“Relative” shall have the same meaning as in the MACCA;

“Specification” shall mean the documents titled specification prepared by KEVSB that specifies the purpose, methods and scope of the Works to be performed by the Contractor and any additions or modifications to the Specification in accordance with the Contract. The Specification may also include the payment schedules, bill of quantities (or schedule of rates, wherever applicable) and the drawings (if any);

“Subcontractor” means independent subcontractor appointed by the Contractor including its Personnel;

“Subsidiary” has the meaning ascribed to it in the Companies Act 2016;

“Taking Over Certificate” shall mean a certificate issued by KEVSB for the purpose of taking over the Works;

“Tender” shall mean the tender document issued by KEVSB;

“Terms of Reference” shall mean the document titled terms of reference that specifies the purpose, methods and scope of the Works that are to be performed by the Contractor including any amendments, any additions or modifications to the Terms of Reference in accordance with the Contract. The Terms of Reference may also include the payment schedules, bill of quantities (or schedule of rates, wherever applicable) and the drawings (if any).

“Time for Completion” shall mean the time for completing the Works as stated in each Notice to Start Work; and

“Works” shall mean the works to be performed by the Contractor as required under the Contract.

2. LAW, LANGUAGE AND INTERPRETATION

2.1 The Contract shall be governed by the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Malaysian courts. The language of the Contract shall be English and Bahasa Malaysia. In the event of contradiction between the two languages, the prevailing language shall be English.

2.2 In the Contract, except where the context requires otherwise:

- i) words indicating one gender includes all genders;
- ii) words indicating singular shall include plural and vice versa;
- iii) provisions including the word “agree”, “agreed” or “Contract” require it to be recorded in writing;
- iv) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- v) the words “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words;
- vi) wherever reference is made to “days” such number shall refer to calendar days; and
- vii) the headings are for convenience and reference purposes only and do not affect in any way the meaning or the interpretation of the Contract.

3. PRIORITY OF THE DOCUMENTS

No rule of construction shall apply against KEVSB only by reason KEVSB being responsible for the preparation of the Contract. The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be as stated in the Contract Agreement.

4. COMPLIANCE WITH THE LAWS

The Contractor in performing the obligations under the Contract shall comply with the Laws and KEVSB's rules, regulations and procedures. The Contractor shall also give all notices, pay all taxes, duties, levies and fees and obtain all permits, licenses and approvals as required by the Laws. The Contractor warrants that it shall indemnify KEVSB against and from the consequences of any failure to do so. For the avoidance of doubt, all costs relating to matters under this clause shall be borne by the Contractor, unless stated otherwise.

5. THE CONTRACTOR'S GENERAL WARRANTIES AND REPRESENTATIONS

5.1 The Contractor warrants that:-

- i) it has all the necessary power and authority to execute the Works and each of the execution, delivery and performance of the obligations under the Contract has been duly authorised by all necessary action on its part and the Contract constitutes its legal, valid and binding obligation enforceable against the Contractor in accordance with its terms;
- ii) it is not in default under any agreement to which it is a party or by which it is bound and/or no litigation, arbitration or administrative proceedings are currently present or pending or threatened with such actions, as the case may be, which might affect the ability of the Contractor to enter into and/or to perform its obligations under the Contract; and
- iii) it has not been wound-up and no petition has been presented for winding-up.

5.2 The Contractor hereby warrants and undertakes that:

- i) it has read, understood and shall abide by KEVSB's Procurement Code of Conduct;
- ii) act honestly and fairly;
- iii) provide KEVSB with true and accurate information;
- iv) comply with KEVSB's position on anti-corruption, along with any guidelines on ethics and integrity communicated by KEVSB and made available in KEVSB's official website;
- v) not offer or provide, directly or through any intermediaries, any bribe, gift, hospitality, entertainment, donation, consideration, reward, favour, any material or immaterial benefit or other gratification, commission, fee, brokerage or inducement to an employee, director or other representative of KEVSB, for the purpose of improperly influencing a business decision to act contrary to KEVSB's interest or for the purpose of obtaining any advantage in the implementation of a contract;

- vi) not offer or provide any gratification which might be considered a bribe under either local or international legislation to a government official, either in Malaysia or any other country;
- vii) not collude with other parties interested in the Contract to preclude or compromise the implementation of the Contract. The Contractor also undertakes to report to KEVSB, through its official reporting channels, any such attempts made by others to involve the Contractor in acts of collusion against KEVSB;
- viii) not use improperly, for purposes of competition or personal gain, or pass on to others, any information which may be reasonably be regarded as confidential and is provided by KEVSB as part of the business relationship, including plans, technical proposals and business details including information contained or transmitted electronically;
- ix) not to give any gratification to a public official, in order to expedite a process in relation to work carried out for KEVSB;
- x) not participate in any other criminal activity, such as extortion, embezzlement, money laundering, or any similar or equivalent improper act or practice;
- xi) take all measures to prevent corrupt practices, unfair means and illegal activities at all times while carrying out its contractual obligations for or on behalf of KEVSB;
- xii) inform KEVSB if any employee or director of the Contractor or any person acting on behalf of the Contractor, either directly or indirectly, is a relative of any of employee or director of KEVSB, or alternatively, if any employee or director of KEVSB or their relative has any interest, financial or otherwise, in the Contractor;
- xiii) not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee or director of KEVSB;
- xiv) ensure that staff and other representatives of the company dealing with KEVSB, or acting on behalf of KEVSB in servicing a contract, are aware of the provisions above;
- xv) immediately notify KEVSB in writing, if it is aware of any breach of this provision, or if it becomes reasonably suspicious that this provision may have been breached.
- xvi) the Contractor shall not directly or indirectly, negligently do or fail to do anything which would have the effect of putting KEVSB in breach of any obligations to a third party of which the Contractor is aware of, at the time of execution of the Contract, or of which the Contractor should reasonably be expected to be aware at the time of execution of the Contract or to exposing KEVSB to liability to any third party;
- xvii) the Contractor shall not use any information or materials supplied to it by KEVSB in a manner which will be or is likely to be detrimental to KEVSB and its business. The Works performed does not and shall not infringe any intellectual property rights or any other right of any other nature of any person and shall not subject KEVSB to any claim for infringement of any proprietary rights of any third party; and
- xviii) the Works shall be performed in accordance with all the requirements set out in the Contract. KEVSB reserves the right to take action as provided under the Contract if the Contractor fails to perform all or any part of the Works or delay in completing the Works.

5.3 Where KEVSB has reasonable concerns regarding behaviour involving gratification on behalf of the Contractor, KEVSB shall have the right to:

- i) direct the Contractor to investigate the matter, and the Contractor shall carry out its investigations in the manner as directed by KEVSB; and/or
- ii) conduct its own investigation into the matter, and the Contractor shall provide all reasonable assistance, information and documentation to KEVSB, in respect of the conduct of investigations.

5.4 The Contractor hereby acknowledges and understands that the warranties and representations stated within the Contract are to be strictly adhered to and therefore further acknowledges that in order to ensure the high standards of performance and conduct of the Contract, KEVSB reserves the right to request for or on its own accord, inspect, examine (including but not limited to) all documents, correspondence, records, paperwork, computer software or accounts of the Contractor that relates to the Contract at any time KEVSB so wishes throughout the duration of the Contract. In the event such measures are adopted, the Contractor shall offer its full cooperation and assistance to KEVSB to facilitate such situations.

6. WORKS

- 6.1 The Contractor shall perform the Works throughout the Contract Period commencing from the date as stated in the Notice to Start Work. KEVSB may issue several Notices to Start Work for each section of Works within the Contract Period. The Contractor shall complete the Works within the Time for Completion, which shall not exceed the Contract Period.
- 6.2 The Works shall be undertaken and performed by the Contractor:
- i) strictly in conformity with the Specification and in accordance with the Contract;
 - ii) exercising the degree of care, skill, diligence, efficiency and professionalism in the discharge and performance of the Works with standards normally exercised by highly qualified persons in the performance of similar Works;
 - iii) at all times be transparent in the course of rendering its Works and in such manner to always safeguard and protect the interests and benefits of KEVSB.
 - iv) In compliance with the Country's technical standards, building, construction, environmental, and safety and health Laws, and other standards specified in the Contract Document, applicable to the Works, or defined by the applicable Laws.
- 6.3 The Contractor shall not subcontract any of the Works to any party without prior written consent of KEVSB. In the event of KEVSB consented for the Contractor to subcontract any of the Works, the Contractor shall ensure that:
- i) the Subcontractor and its Personnel shall inform themselves of, understand and comply with the Contract. The Contractor shall be responsible to all the Works carried out by the Subcontractor under the Contract; and
 - ii) in the event of any dispute or claim arising out of or relating to the Works carried out by the Subcontractor, the Contractor shall be fully responsible to resolve all the dispute or claim and keep KEVSB indemnified against any liability, loss, cost or expense arising out from such dispute or claim.
- 6.4 Prior to the execution of the Works at KEVSB's premises/ site, the Contractor shall procure express written consent from each of the Personnel on the processing of personal data via a consent form as per Appendix 2 or as amended by KEVSB from time to time. The consent form shall be submitted by the Contractor to KEVSB before the commencement of Works at KEVSB's premise/ site.
- 6.5 For clarity, any data, report, map, photograph, plan, drawing, record or other information given or forwarded by KEVSB to the Contractor shall not relieve the Contractor of its obligations for the Works. KEVSB gives no warranty in any manner whatsoever for the data, reports, maps, photographs, plans, drawings, records or information either as to the accuracy or sufficiency and the Contractor when it makes use of and interprets the same, shall do so entirely at its own risk and shall not constitute a breach of obligation on the part of KEVSB under this clause if such data, report, map, photograph, plan, drawing, record or information is not accurate or sufficient for the purpose of performing the Contractor's obligation under the Contract.
- 6.6 KEVSB shall supply, free of charge, the 'free-issue material, if any, in accordance with the details stated in the specifications and/or description of works stated in the Contract. KEVSB shall, at his cost, provide these materials at the time and place agreed between the Parties. The Contractor shall then visually inspect them and shall promptly give notice to KEVSB of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, KEVSB shall immediately rectify the notified shortage, defect or default. After this visual inspection, this free-issue material shall come under the care, custody, and control of the Contractor.

7. PERSONNEL

- 7.1 The Contractor shall ensure that its employees are qualified, experienced and competent personnel. Where the specification states so, the relevant personnel shall be certified. The Contractor shall exercise supervision and take full responsibility for the acts, actions, defaults and negligence of its personnel. Whenever its personnel are present on the premises of KEVSB, the personnel shall comply with KEVSB's rules, regulations and procedures.

- 7.2 The Contractor shall at all times take reasonable precautions to maintain the health and safety of the Contractor's personnel. The Contractor shall require all his employees to obey all applicable laws, including those concerning safety at work.

8. EMPLOYER'S TAKING OVER

- 8.1 Each section of Works shall only be considered to be taken over by KEVSB when the Works has been completed in accordance with the Contract.
- 8.2 KEVSB shall issue the Taking Over Certificate, stating the date on which the Works were completed in accordance with the Contract, except for minor outstanding works and defects which will not substantially affect the use of the Works.

9. DEFECTS LIABILITY

- 9.1 If KEVSB notifies the Contractor in writing of any defects at any time prior to the expiry of the Defect Notification Period, the Contractor shall immediately remedy or make good of the said defects or damage within the period as stated in the notice.
- 9.2 The Contractor shall bear the cost of the remedial works if to the extent that the defect is attributable to the Contractor's design, materials, goods, equipment or the workmanship not being in accordance with the Contract and/or failure by the Contractor to comply with any other obligation in the Contract. However, KEVSB has to pay a reasonable amount agreed by both parties for the cost to remedy the defects if it is proven that the defect is attributable to free issue material and KEVSB's negligence in using the Works.
- 9.3 KEVSB has the right to instruct further repetition of tests described in the Contract to the said works with the risk and cost of the repeated tests to be borne by the party liable for the defect or damage.
- 9.4 If the Contractor fails to remedy the said defect or damage within the period notified by KEVSB, KEVSB is entitled to the following:
- i) to carry out the work by himself or by another third party at the Contractor's cost, but the Contractor shall have no responsibility for this work; or
 - ii) to determine a reasonable reduction of the sum stated in that particular Purchase Order; or
 - iii) to terminate the Contract.
- 9.5 KEVSB will issue the Completion Certificate within 30 days after the latest expiry date of the Defect Notification Period. The Completion Certificate shall be deemed to constitute acceptance of the Works by KEVSB.

10. SUSPENSION OF WORKS

- 10.1 The parties may only suspend the Works upon the occurrence of any of the following events:
- i) force majeure event subject to conditions of clause 18; or
 - ii) by written notice from KEVSB to the Contractor requesting that such Works be suspended for a certain period of time stating the reason(s) for such suspension.
- 10.2 KEVSB may at any time following a suspension ordered pursuant to paragraph (ii) above, give notice to the Contractor to continue with the performance of the relevant part or all parts of the Works, as the case may be. KEVSB may extend the completion date stated in the related Purchase Order or Notice to Start Work by the duration the works had been suspended.

11. DELAY DAMAGES

- 11.1 In the event that the Contractor delays in completing the Works, KEVSB has the right to claim delay damages at the rate of Ringgit Malaysia One Thousand (RM1000.00) or 2% of this

Contract Price whichever is higher for each day of delay for that particular Purchase Order. However, the maximum delay damages which can be claimed shall not exceed 15% of that Purchase Order.

- 11.2 The payment for the delay damages may be deducted from any payment due under the Contract and/or from the performance security as the case may be. If the amount of delay damages exceeds the amount due and/or the performance security, such shortfall shall be deemed as an amount due and owing by the Contractor to KEVSB. The Contractor shall pay any shortfall from the amount due to KEVSB within fourteen (14) days from the date of KEVSB's written demand. KEVSB reserves the right to take further actions if the Contractor fails to pay the said sum.
- 11.3 These delay damages shall be deemed to be the actual loss which KEVSB will suffer in the event that the Contractor delays in performing the Works. The Contractor by entering into the Contract agrees to pay to KEVSB the said sum if the same become due without the need of KEVSB to prove his actual damage or loss. However, these damages shall not relieve the Contractor from its obligation to complete the Works or from any other duties, obligations or responsibilities which he may have under the Contract.
- 11.4 Notwithstanding clauses 9 and 11.1 above, KEVSB may also recommend the Contractor to be suspended, blacklisted or deregistered from participating in KEVSB's future tender exercise for a period which KEVSB deems fit, given the prevailing circumstances.

12. CONTRACT PRICE AND PAYMENT

- 12.1 KEVSB shall pay the Contract Price in consideration of the Works rendered by the Contractor in compliance to the terms and conditions of the Contract. This is a rate contract whereby quantities stated in the tender schedules are forecasted quantities and shall not indicate the definite amount to be paid by KEVSB.
- 12.2 The parties agree that KEVSB shall be entitled to retain a retention sum, calculated by applying the percentage of the retention stated in the Appendix to Conditions of Contract to the total of that particular Purchase Order until the amount so retained by KEVSB reaches the limit of the percentage stated therein. The Contractor shall be entitled for payment of the first half of the retention sum after the Contractor receives the Taking Over Certificate. The second half of the retention sum shall only be paid after KEVSB issues the Completion Certificate to the Contractor.
- 12.3 The Contractor will bear all expenses including but not limited to out-of-pocket expenses, lodging, transportation incurred in relation to the Contract.
- 12.4 The Contract Price shall be adjusted to take into account any increase or decrease resulting from change in applicable laws with regards to taxes (including introduction of new laws and the repeal or modification of existing laws) or in the judicial or governmental interpretation of such laws after the Effective Date.
- 12.5 If the parties agree to a schedule of payment, KEVSB shall make payment in adherence to such schedule as provided in the Specification. All invoice will be payable within thirty (30) days from the date of receipt of the invoice(s) by KEVSB.
- 12.6 KEVSB may upon receipt of an invoice raise a written query in respect of the invoice which in KEVSB's reasonable opinion does not reflect the service fees actually chargeable. Upon receipt of such query, the Contractor shall within fourteen (14) days of the issue of the query, explain and clarify the matter in question. In the event KEVSB is not satisfied with the explanation and clarification by the Contractor, KEVSB may submit such dispute for resolution pursuant to clause 19.
- 12.7 Subject to the above clause, KEVSB shall within thirty (30) days from the receipt of the invoice(s), pay in full the amount invoiced less any amount in the invoice disputed (if any) by KEVSB in good faith in writing and which is to be settled by the parties under clause 19.

12.8 Notwithstanding of the above clauses, KEVSB shall also have the right to withhold any payment due to the Contractor, wholly or in part, under the following events:

- i) if the Contractor commits any breach or default in the execution of the Works; and/or
- ii) if the Contractor caused delay or is likely to cause delay in the execution of the Works.

13. PERFORMANCE SECURITY

13.1 The Contractor shall furnish KEVSB, a performance security in a sum as stated in the Letter of Award within twenty-eight (28) days from the commencement of the Contract Period. The performance security shall be delivered to the address as stated in the Letter of Award.

13.2 The performance security shall be valid and enforceable from the commencement of the Contract Period until twelve (12) months after the expiry of the Contract Period. The performance security shall be in the form of cashier's order or bank draft or bank guarantee and to be issued by a locally domiciled bank. KEVSB reserves the right to suspend and to withhold any payment due if the performance security is not received within the stipulated time. The Contractor shall be required and to use the format of performance security as attached in the Letter of Award and failure to use such format gives right to KEVSB to reject the performance security.

13.3 In the event the Works have not been completed within the said validity of the performance security, the Contractor shall extend the validity of the performance security. If the Contractor fails to do so, KEVSB is entitled to claim the full amount of the performance security. KEVSB may also make a claim under the said performance security in the event of:

- i) failure by the Contractor to remedy any default under the Contract within the stipulated time stated by KEVSB; and/or
- ii) failure of the Contractor to make any payment due to KEVSB, as either agreed by the Contractor or determined under the Contract; and/or
- iii) termination by KEVSB due to the default of the Contractor under clause 20, irrespective of whether notice of termination has been given.

13.4 KEVSB shall return the performance security to the Contractor within thirty (30) days after KEVSB's Representative issues a written confirmation that the Works have been completed according to the terms and conditions of the Contract and all defects are cleared. All costs relating to the said security under this clause shall be deemed to be part of the Contract Price.

14. INSURANCE

14.1 The Contractor shall procure and maintain insurance(s) required under the Contract against any potential liability, loss or damage arising at common law and under the Laws throughout the Contract Period, at its own cost and expense.

14.2 If the Contractor fails to do so and KEVSB neither approves the omission nor effects insurance for the coverage relevant to this default, any monies which should have been recoverable under this insurance shall be paid by the Contractor.

14.3 Nothing in this clause limits the obligations, liabilities or responsibilities of the Contractor under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with these obligations, liabilities or responsibilities.

14.4 The Contractor shall refer to the department named in the Letter of Award for any queries with regard to insurance matter. All costs related to the insurance matters shall be deemed to be part of the Contract Price.

15. CONFIDENTIALITY OF INFORMATION

15.1 For the purpose of the Contract, "Confidential Information" means:

- i) information of whatever nature relating to KEVSB and its business which is disclosed to the Contractor in written, pictorial, electronic or in any other form, from or pursuant to discussions with any of the officers, employees, agents or advisers of KEVSB; and/or
- ii) information of whatever nature relating to the business of KEVSB obtained during the execution of the Works or by observation during visits (if any) to its premises; and/or
- iii) analysis, compilations, studies and other documents prepared by the Contractor or the Contractor's advisers which contain or otherwise reflect or are generated from the information specified in paragraphs (i) or (ii) above. Without limiting the generality of the foregoing, the expression Confidential Information shall also include all facts, data, the Specification, the Tender, drawings, reports, accounts, expressions of views, board papers, processes, formulae, matters of a technical nature, research and development information, business records, notes, products, know-how, trade secrets, secret information, engineering, manufacturing, planning, employee details or other documents and things whether in written, oral, pictorial, electronic or in any other form disclosed and/or supplied by KEVSB, its officers, employees, agents or advisers to the recipient.

15.2 In consideration of the receipt and disclosure of the Confidential Information by KEVSB to the Contractor for the purpose of the Contract, the Contractor hereby undertakes to KEVSB that:

- i. The Contractor shall maintain the Confidential Information in confidence and use it for the purpose of executing the Works under the Contract ("Permitted Purpose") and not for any other purpose. Without prejudice to the generality of the foregoing, the Contractor undertakes that it:
 - a) shall not make use of any Confidential Information in any manner other than for a Permitted Purpose;
 - b) shall not use or disclose any Confidential Information in whatsoever manner for the benefit of itself or any third party and shall not permit or disclose or assist any third party to make use of the same;
 - c) shall not use the Confidential Information in any manner detrimental to KEVSB or any of its related corporations and/or its related subsidiary;
 - d) the Contractor shall not copy and/or reproduce any Confidential Information or extracts of documents containing Confidential Information in any way or duplicate Confidential Information whether by machine or otherwise or reduce it to writing including through scanning or any other digital means any part hereof except as may be reasonably and practicably necessary for the purpose of completing and providing the Works. Any copies, reproductions or reductions of the Confidential Information to writing shall be the property of KEVSB;
 - e) the Contractor shall not disclose any Confidential Information, except for the Permitted Purpose and in confidence to such of its employees or directors who are required in the course of their duties to receive the same; and
 - f) the Contractor shall keep the Confidential Information separate from all other documents and information the Contractor may hold.
- ii The Contractor shall ensure that proper protection is provided for the Confidential Information, which shall not be less than the same degree of care, of which the Contractor uses to prevent the unauthorized use, dissemination or publication of its own most valuable confidential and proprietary information.

15.3 The Contractor's obligations under clause 15.2 shall not apply to information:

- i. which is or becomes public knowledge other than by a breach of an obligation of confidentiality by the Contractor; or
- ii. which is required to be disclosed by law, by order of court of a competent jurisdiction or regulatory authority.

15.4 For clarity, the foregoing exception shall not apply to information relating to any combination of features or any combination of items of information merely because information relating to one or more of the relevant individual features or one or more of the relevant items (but not the combination itself) falls within any one or more of such exceptions under this clause.

All Confidential Information disclosed shall remain the property of KEVSB and the Contractor obtains no right of any kind to any Confidential Information disclosed to it.

- 15.5 Upon a written request from KEVSB for the return of the Confidential Information by the Contractor, the Contractor shall as soon as possible return all documents and materials supplied by KEVSB whether it is in written, electronic, graphic or physical form and all copies or reproductions thereof, containing all the Confidential Information to KEVSB and where applicable shall delete all Confidential Information from any computer, word processor or other device containing it. The Contractor shall certify in writing to KEVSB that it has complied with the requirements of this clause.
- 15.6 In the event that the Contractor is required by law, by order of court of competent jurisdiction or by a regulatory authority to disclose all or any part of the Confidential Information, the Contractor may make such disclosure provided that the Contractor shall give KEVSB immediate notice prior to such disclosure and shall consult with KEVSB prior to such disclosure with a view of avoiding such disclosure. The Contractor undertakes to fully cooperate and take all lawful measures with KEVSB in the event that KEVSB, where legally permissible, elects to challenge the validity of such requirements to disclose.
- 15.7 The parties agree that this clause shall survive the expiry or termination of the Contract. In the event of breach or termination of the Contract for whatever reason, the Contractor shall immediately return all the Confidential Information to KEVSB in accordance with the provisions of clause 15.5 of the Contract.
- 15.8 KEVSB shall be entitled to seek equitable relief, including seeking specific performance or injunctive relief in the event of any breach of clause 15 by the Contractor. Such remedies shall not be deemed exclusive to the Contract and shall be additional to all other remedies available at law or equity. The Contractor shall indemnify KEVSB for any costs, claims, demands or liabilities of whatsoever nature arising directly or indirectly out of a breach of the Contractor's obligations under this clause provided that there is no negligence, fraud or wilful default on KEVSB's part.

16. OWNERSHIP

- 16.1 Whenever is applicable, all of the policies, data, information, reports, analyses, handbooks, recommendations, instructions, manuals and/or other documents, if any created for, produced for or commissioned by KEVSB under the Contract and copyright therein and all intellectual property rights relating thereto, shall be the property of KEVSB. For the avoidance of doubt, the Contractor shall not be allowed to retain any copy of the said document unless with prior written consent given by KEVSB. The intellectual property rights in methodologies, processes, tools and templates brought by the Contractor in the course of the Contract shall remain and be vested in the Contractor.
- 16.2 The equipment, goods and all other items supplied by KEVSB and/or purchased by KEVSB and/or purchased by the Contractor for KEVSB under the Contract shall remain at all times the property of KEVSB. However, any equipment and tools brought by the Contractor for the execution of the Works use shall remain the property of the Contractor.

17. INDEMNITY

The Contractor shall indemnify and defend KEVSB, its agents, employees and assigns at its own expense against any actions, claims, proceedings, demands, losses, damages and any costs and legal expenses incurred by KEVSB, its agents, employees and assigns as a result of entering into the Contract and the performance of the Works by the Contractor including all claims for infringement of intellectual property rights of any third party or any defamatory actions taken by any third party in relation to the Contract.

18. FORCE MAJEURE

- 18.1 Neither Party of the Contract will be in breach of its obligation herein or any part thereof as a result of the occurrence of an Event of Force Majeure. An ("Event of Force Majeure") will mean an event beyond the reasonable control of the affected Party which the Party is unable to prevent, avoid or remove and which makes the Party's performance of its obligations under the Contract impossible or illegal or so impractical as to be considered impossible under the circumstances for the purpose of the Contract, which include, but not limited to:
- i. war (whether declared or not), hostilities, invasion, armed conflict, act of foreign enemy, rebellion, revolution or usurped power;
 - ii. acts of terrorism, sabotage or criminal damage;
 - iii. compliance with any act, legislation, regulation or order by government;
 - iv. nuclear explosion, radioactive or chemical contamination or ionizing radiation;
 - v. natural catastrophes including but not limited to earthquake, floods, subsidence, lightning and exceptional inclement weather and subterranean spontaneous combustion;
 - vi. riot and disorder, strikes, declared lockout, labour unrest or other industrial disturbances (affecting the performance of the Contract) which causes or can reasonably be expected to cause either Party to fail to comply with its obligations under the Contract;
 - vii. acts of God including declared pandemic or epidemic by relevant local authorities and any other matters whether similar to matter herein specifically enumerated or not; or
 - viii. lockdown or restriction order issued by the government or authority.
- 18.2 In the event of a Party claiming relief by reason of an Event of Force Majeure, the said Party will:
- i. as soon as practicable give notice to the other Party of the event or circumstance alleged to constitute an Event of Force Majeure which notice include full information about the event or circumstances and provide statement of the steps and the time estimated to be necessary to remove such failure;
 - ii. take all reasonably practicable steps to rectify the event or circumstance causing the failure and to minimize the damage, loss whatsoever; and
 - iii. give notice of the resumption of the performance under the Contract.
- 18.3 A Party claiming relief from its obligations by reason of Force Majeure, wholly or in part will be relieved of its obligations under the Contract to the extent only for as long as the occurrence or circumstance constituting the Event of Force Majeure continues and without prejudice to the payment of monies then due or to give any notice which may be required under the Contract.
- 18.4 Where the event(s) constituting the Event of Force Majeure continues for a period of more than one (1) months but less than three (3) months, the Parties hereto will consult each other on any remedial action that may be taken to alleviate any hardship on both Parties.
- 18.5 Where the Event of Force Majeure continues for a period of more than three (3) months then, at any time thereafter either party may terminate the Contract by giving the other Party notice in writing to that effect.

19. DISPUTE RESOLUTION

- 19.1 If a dispute of any kind whatsoever arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract ("Dispute"), the Party shall, in the first place, issue a notice of dispute to the other Party ("Notice of Dispute"). Such notice shall state the details of the Dispute and that it is given pursuant to this Clause.
- 19.2 Upon receipt of the Notice of Dispute, the Parties shall attempt to settle the Dispute amicably. Unless the Parties otherwise agree, any legal proceedings may only be commenced in the Courts of Malaysia if amicable settlement has not been reached within sixty (60) days or any

other extended days mutually agreed in writing by the Parties after the receipt of the Notice of Dispute pursuant to clause 19.1 of above.

- 19.3 The conditions in Clause 19.1 and 19.2 above are condition precedents to the Parties' right to commence legal proceedings in the Courts of Malaysia.

20. TERMINATION BY KEVSB

20.1 KEVSB has the right to terminate the Contract if the Contractor:

- i) and/or its Subcontractor breaches any of the terms of the Contract and the Contractor has been notified of the breach but has failed to rectify the breach within a period of thirty (30) days from the date of receipt of notification issued by KEVSB (except for breach of clause 5); or
- ii) abandons its obligations or otherwise plainly demonstrates the intention not to continue to perform its obligations under the Contract; or
- iii) fails to provide the performance security and/or fails to effect and/or to maintain the insurance(s) as required in the Contract; or
- iv) assigns or subcontracts the whole Works or the Contract to a single third party; or
- v) assigns or subcontracts any section of the Works or the Contract without prior written consent by KEVSB's Representative; or
- vi) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which under the law has a similar effect to any of these acts or events; or
- vii) has been upon the discovery, notification or receipt by KEVSB of any information (orally or in writing), expressly or impliedly indicated to have breached any of its representations and warranties under clause 5 of the Contract or any representations and warranties under any other contract that the Contractor may have with KEVSB; or
- viii) and/or Subcontractor including their Personnel breached the HSE and/or KEVSB's LSR Requirements provided under the Contract, or any other contract that the Contractor may have with KEVSB.

20.2 In any of these circumstances except for clause 20.1(vi), (vii) and (viii), KEVSB may, upon giving fourteen (14) days' written notice to the Contractor to terminate the Contract. However, in the case of sub-paragraph (vi) and (vii), KEVSB may by written notice terminate the Contract immediately. If the Contract is terminated under this clause, KEVSB shall be entitled for the following:

- i) KEVSB is relieved from its duty to pay any further sum pursuant to the Contract; and/or
- ii) withhold payments due to the Contractor until the costs of completion and remedying the deficiency of the Works, damages for delay (if any) and all other costs incurred by KEVSB have been established; and/or
- iii) recover from the Contractor any losses and damages incurred by KEVSB and any extra costs of completing the Works; and/or
- iv) The Contractor shall be liable for all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by KEVSB arising from termination under the said sub clauses. For the avoidance of doubt, the parties hereby agree that the Contractor shall not be entitled to claim from KEVSB, any form of losses including loss of profit, damages, claims or other items whatsoever upon termination; and/or
- v) KEVSB shall be entitled to forfeit the performance security.

20.3 Without prejudice to any other rights of KEVSB, if the Contractor, its employee(s), director(s) or agent(s) is convicted by a court of law for corrupt practices, unfair means and illegal activities in relation to the Contract, or any other agreement that the Contractor may have with KEVSB, KEVSB shall be entitled to terminate the Contract and/or any other Contract that the Contractor may have with KEVSB at any time, by giving immediate written notice to that effect to the Contractor.

- 20.4 The Contractor shall be liable for all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by KEVSB arising from termination under clause 20.3 above.
- 20.5 For the avoidance of doubt, the parties hereby agree that the Contractor shall not be entitled to claim from KEVSB, any form of losses including loss of profit, damages, claims or other items whatsoever upon termination under clause 20.3 above.
- 20.6 The foregoing is without prejudice to any claim which KEVSB may have against the Contractor for any damages and compensation which KEVSB would be entitled to under the law. In addition, the termination of the Contract shall not relieve the Contractor from its duty to pay any liquidated damages having become due until the date of termination.
- 20.7 Notwithstanding Clause 20.6, KEVSB may also recommend the Contractor to be suspended, blacklisted or deregistered from participating in KEVSB's future tender exercise for a period which KEVSB deems fit, given the prevailing circumstances.
- 20.9 Notwithstanding anything to the contrary in the Contract, the parties agree that KEVSB has the right to terminate the Contract for any reason and without cause by providing sixty (60) days' prior written notice of such termination to the Contractor.

21. TERMINATION BY THE CONTRACTOR

- 21.1 Except if it results from a breach by the Contractor of the Contract or if it occurs as a result of or during a force majeure event, the occurrence of any one of the following events shall constitute an event of default if KEVSB:
- i) commits any continuing or material breach of any of its obligations under the Contract, which either is incapable of remedy or if capable of remedy, is not remedied within forty-five (45) days from the date of written request by the Contractor; or
 - ii) is dissolved or liquidated, other than for the purpose of a voluntary dissolution or liquidation as part of a reorganisation or reincorporation.
- 21.2 The Contractor may upon giving 45 days' notice to KEVSB, terminate the Contract in the event of paragraph (i). However, in the case of paragraph (ii), the Contractor may by notice terminate the Contract immediately.
- 21.3 Upon termination of the Contract under clause 20 and 21, the Contractor shall take immediate steps to terminate the Works in a prompt and orderly manner and shall proceed to terminate all works under subcontracts (if any) as promptly as is practicable.
- 21.4 The Contractor may claim from KEVSB for the amounts payable in respect of the Works carried out or performed or a proper proportion of any such items which have been partially carried out or performed due to the termination under clause 20.7 and 21.2. However, KEVSB has the right to deduct such payments from any payments due to KEVSB under the Contract. Neither party shall be liable for loss of profit or for any indirect or consequential loss, as a result of the operation of clause 20 and 21.

22. NOTICES

- 22.1 Any notice, request, instruction, approval, consents, determination, correspondence or other document ("Notices") to be given hereunder by each party to the other shall be written in English or Bahasa Malaysia. Except as otherwise provided in the Contract, all notices and other communications to be given to any of the Parties pursuant to the Contract will be in writing and will be valid and sufficient if dispatched or sent by prepaid registered post, facsimile transmission, email or delivered personally to the address stated in the Appendix to Conditions of Contract or such other notified address as any of the Parties may, by written notice to the other Party substitute for its notified address.

- 22.2 The Parties acknowledge and agree to notify the other Party if there is a change of address, failing which, any such notice issued to the address of the Party stated in Appendix to Conditions of Contract will nevertheless be deemed received by such Party.
- 22.3 Any notice sent by prepaid registered post, facsimile transmission, e-mail or delivered personally will be deemed to have been served if:
- i. if by prepaid registered post or courier, seven (7) Business Days from the time of posting;
 - ii. if by facsimile transmission upon receiving the confirmation report stating successful transmission of the facsimile of sent before 5 p.m. on a Business Day and if sent after 5 p.m., the next Business Day;
 - iii. if by e-mail, upon confirmation of receipt by the authorized recipient; and
 - iv. if delivered personally by the Party giving the notice, on the delivery against receipt to the addresses of the Party as stated in the Appendix to Conditions of Contract or such other address as will be furnished in writing by a Party to the other Party.
- 22.4 Notwithstanding anything to the contrary in Clause 22.3 (c), notification by way of e-mail will not be applicable to or valid with respect to any legal notices, claims, demands, suits, actions and/or proceedings.
- 22.5 Any services of legal notices will be made in accordance with the relevant courts' rules.

23. ASSIGNMENT

The Contractor shall not be entitled to assign, transfer or novate all or any portion of its rights or obligations under the Contract without the prior written consent of KEVSB.

24. COST

Each party shall bear and pay its own legal fees and expenses in respect of the preparation and finalization of the Contract. All stamp duties payable in relation thereto shall be borne by KEVSB.

25. NON-WAIVER

No failure or delay on the part of any party in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the other party under the Contract upon any default on the part of the other party shall impair any right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default; nor shall any action by any party in respect of any default or any acquiescence in any such default affect or impair any right.

26. SEVERABILITY

If any provision hereof is held to be illegal, invalid or unenforceable under the present or future laws of any applicable jurisdiction, such provision shall be fully severable for that jurisdiction; and the Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised as part hereof. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part hereof a provision, as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is legal, valid and enforceable so as to give effect to the intent of the parties hereunder.

27. SUCCESSORS BOUND

Subject to any provision to the contrary, the Contract shall inure to the benefit of and be binding on the parties and their successors-in-title and permitted assigns.

28. INDEPENDENT CONTRACTOR

The Contractor hereby acknowledges and agrees that it is appointed by KEVSB to carry out the Works as an independent contractor at the fees and upon the terms and conditions of the Contract and pursuant thereto.

29. HSE REQUIREMENTS

- 29.1 The Contractor, Subcontractor and the Personnel in carrying out the Works under the Contract shall comply with KEVSB's HSE Requirements.
- 29.2 KEVSB places importance on the HSE issues and the Contractor shall deliver the highest HSE standards in all aspects of the performance of the Works including ensuring that no person's safety is adversely affected or put at risk in the performance of the Works.
- 29.3 The Contractor may appoint Subcontractor to perform the Works and shall at all times comply with the requirements of this Clause 29 and Appendix 1 of the Contract. The Contractor shall ensure that its Personnel and Subcontractor shall inform themselves of, understand and comply with the HSE Requirements of KEVSB.
- 29.4 To the extent that the Contractor and/or Subcontractor attend any site owned or controlled or occupied by KEVSB or any member of KEVSB Group for any reason, such Contractor and/or Subcontractor shall inform themselves of, understand and comply with all regulations, requirements, procedures, practices, systems and policies applicable at such sites from time to time. KEVSB and any member of KEVSB Group reserves the right to demand the immediate withdrawal of the Contractor and/or Subcontractor and/or Personnel not complying with the foregoing.
- 29.5 In addition, KEVSB or any member of Employer Group may require the Contractor and/or the Subcontractor to comply in the performance of the Works with any other KEVSB or Employer Group regulations, requirements, procedures, practices, systems or policies that are issued by KEVSB or any member of Employer Group from time to time.
- 29.6 KEVSB shall have the right to inspect and audit the records of the Contractor and any Subcontractor (the Contractor shall ensure that this right of inspection and audit is incorporated in all contracts with the Subcontractor) as may be necessary in the opinion of KEVSB to verify compliance by the Contractor and the Subcontractor with the HSE Requirements and commitment to implementing mitigation action plans. Such inspections and audit may be carried out at any time from the Effective Date. The cost to carry out the inspection and audit shall be borne by KEVSB.
- 29.7 The Contractor, Subcontractor and the Personnel carrying out the Works in KEVSB's premise/ site shall comply with KEVSB's LSR Requirements.
- 29.8 The Contractor shall ensure that its Personnel and Subcontractor shall inform themselves of and understand and comply with the LSR Requirements of KEVSB.
- 29.9 No person who has previously violated KEVSB's LSR Requirements under any contract with KEVSB or with any other company shall be allowed to carry out technical Works at KEVSB's premise / site. The Contractor shall not appoint any Subcontractor or Personnel who has previously violated KEVSB's LSR Requirements under any contract with KEVSB to carry out the technical Works in KEVSB's premise / site.
- 29.10 In the event of any breach and/or non-compliance to the KEVSB's LSR Requirements by the Contractor and/or Subcontractor and/or Personnel, KEVSB shall reserve the right to stop the Contractor and/or Subcontractor and/or Personnel from carrying out the Works and demand the immediate withdrawal of the Contractor and/or Subcontractor and/or Personnel from KEVSB's premise / site. A thorough investigation will be carried out by KEVSB to investigate the incident. Any cost incurred during the investigation period by KEVSB including the delay in completing the Works shall be borne by the Contractor.
- 29.11 Upon the occurrence of incident in Clause 29.10 above, the Contractor and/or Subcontractor and/or Personnel is subject to consequence management action by KEVSB including but not limited to:

- i) the Personnel shall be blacklisted and shall not be allowed to carry out technical Works at Employer's premise / site for any contract with KEVSB;
- ii) revocation of the competency certificate of the Personnel issued by TNB;
- iii) the Contractor and/or Subcontractor may be suspended from joining KEVSB's future tender exercise for a period of six (6) months for the first breach and/or non-compliance of the KEVSB's LSR Requirements and five (5) years for the second breach and/or non-compliance of the KEVSB's LSR Requirements; and
- iv) the director(s) of the company of the Contractor and/or Subcontractor may be suspended from joining KEVSB's future tender exercise for a period of six (6) months for the first breach and/or non-compliance of the KEVSB's LSR Requirements and five (5) years for the second breach and/or non-compliance of the KEVSB's LSR Requirements.

30. PERSONAL DATA PROTECTION

- 30.1 Both Parties agree to comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations in Malaysia, including but not limited to the Personal Data Protection Act 2010 (PDPA 2010), its subsidiary legislation and associated code of practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any or all information related to the performance and obligations under the Contract. The Contractor agrees that the Contractor shall procure its employees, Subcontractor and/or Personnel agree to adhere and to comply with KEVSB's personal data protection requirements and shall at all times comply with the provisions and obligations imposed by the PDPA 2010 and also the principles set out therein.
- 30.2 For the purpose of performance of this Contract, the Contractor hereby confirms that in the event the Contractor provides KEVSB with any personal data relating to any individual(s) including information relating to the Contractor's shareholders, directors, officers and/or Personnel (if required), the Contractor hereby warrants to KEVSB that the Contractor has obtained the individuals' consent in accordance with the PDPA 2010.
- 30.3 The Contractor shall not transfer any personal data of a data subject to a place outside Malaysia without the prior written consent of KEVSB, or the Contractor shall ensure that place in force any legislation that serves the same purposes or which is at least equivalent to the level of protection afforded by the Malaysian PDPA 2010.
- 30.4 The Contractor shall implement adequate technical and organizational security measures to protect the personal data from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction.
- 30.5 The Contractor shall have the obligation to securely dispose of all personal data whether in written, electronic or other form or media given by KEVSB and shall certify in writing to KEVSB that such personal data has been disposed of securely upon request by KEVSB at any time during the term or upon termination of the Contract, if it is no longer required for the purpose for which it was to be processed. For avoidance of doubt, PDPA 2010 does not override other applicable laws in Malaysia that allows the retention of documents for a specified period, upon the expiry or termination of the Contract.
- 30.6 Upon default, the Contractor shall be liable for and shall indemnify (and keep indemnified) against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor client basis) and demands incurred by KEVSB which arise directly or in connection with the Contractor's processing of personal data pursuant to the Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the data protection legislation by the Contractor or its employees, servants, agents or representatives. For the avoidance of doubt, the Contractor shall also indemnify KEVSB if the breach is due to the non compliance of the Contractor's Subcontractor and/or Personnel.

30.7 For the purpose of information and notification, KEVSB's Personal Data Protection Policy can be accessed at <https://kaparenergy.com.my/personal-data-protection-notice/>.

31. ELECTRONIC SIGNATURE

The Parties agree that the Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on the Contract or such other documents shall be deemed to have the same legal effect as handwritten signatures.

32. ENTIRE CONTRACT

The Contract including all schedules hereto constitutes the entire Contract between the parties with respect to the matters contained herein, supersedes any and all previous contracts and understandings between the parties with respect to such matters and binds and ensures to the benefit of the parties, their successors and assigns.

- END OF CLAUSES -

DRAFT

APPENDIX 1

HSE REQUIREMENTS

(KEYSB TO PROVIDE THE HSE REQUIREMENTS)

<i>HSE Requirements</i>

The Contractor is required to accept and follow the Client's HSE Guidelines (HSEG01) as provided below.

Notwithstanding the requirement under the Client's HSE Guidelines, if the Contractor's Personnel is required to be present at the Client's premise or the Client's office, the Contractor's Personnel must undergo COVID-19 testing, and the result from such testing must be shown to the Client to prove that the Contractor's Personnel is free from the COVID-19 virus prior to entry to the Client's premise or the Client's office.

Pursuant to the above, any cost in relation to the COVID-19 testing and the transportation cost incurred if the Contractor's Personnel is stationed offshore and required to undergo COVID-19 testing shall be borne by the Contractor solely.

HSE GP-01
TNB HSE GUIDELINES FOR CONTRACTORS

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Revision 2 (January 2018)

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DRAFT

1.0 PURPOSE

The purpose of this HSE Guidelines for Contractors is to ensure as far as is practicable the contractor and/or sub-contractor(s) adhere to the relevant HSE legislations and take responsibility for the HSE of all their employees and people directly or indirectly involved with the work.

2.0 INTRODUCTION

This Guideline has been prepared to ensure that contractors, sub-contractors and workers comply with the other relevant Malaysian statutory requirements and all relevant TENAGA NASIONAL BERHAD (TNB) HSE rules, circulars and procedures.

The contractor is to ensure that all matters relating to hazards and risks or environment impact at the workplace are identified and effectively controlled, before commencing of work on site. The contractor is also to ensure that all sub-contractor(s) comply with the above guidelines.

Any rules and regulations prepared and enforced by TNB in carrying out its daily business shall be adopted by the contractor who shall be responsible for ensuring that these instructions are seen and understood by the contractors' and subcontractors' employees on site.

The main contractor is deemed liable with regard to HSE matters to any sub-contractors employed by him even in the absence of any formal contract.

These HSE Guidelines for Contractors shall be included in tender documents sent to bidders and shall form as part of a formal contract between TNB and the contractor.

All contractors shall be informed at the early stage that their tender price is to include all expenses necessary to comply fully with the conditions specified in this HSE Guidelines for Contractors.

The contractor shall be liable for and shall indemnify TNB against any liability, loss, claim or proceedings whatsoever arising under any statute or common law on his part or on the part of his sub-contractor in respect of personal injury to or the death of any person whomsoever or damage to any property arising out of, in the course of or caused by carrying out the works, unless due to any act or neglect of TNB.

All clauses in this document are applicable. However, some clauses may be exempted, subject to the discretion by TNB.

3.0 DEFINITIONS

Some of the relevant definitions for terms or words used in this document are given in this section. All other definitions not mentioned here shall follow their said act and regulation.

“ACCIDENT” means an event that-

- a) Causes any person to be harmed; or
- b) In different circumstances, might have caused any person to be harmed.

“APPROVED” means certified by SIRIM or any other International accreditation bodies.

“CONTRACTOR” means a person engaged by TNB (otherwise than as an employer) to do any work for gain or reward.

“CONTRACTOR’S PERSONNEL” means workers and agents employed by the contractor or sub-contractor to do work for gain or reward.

“HARM” means illness, injury or both and “to harm”, “harmed” and “unharm” have corresponding meanings.

“HAZARD” means an activity; arrangement, circumstance, event, occurrence, phenomenon, process, situation or substance (whether arising or caused within or outside a place of work) that is an actual or potential cause of harm; and “hazardous” has a corresponding meaning.

“MACHINERY” means an engine, motor, or other appliance that provides mechanical energy derived from compressed air, the combustion of fuel, electricity, gas, gaseous products, steam, water, wind or any other source and includes: -

- (a) Any plant by or to which the motion of any machinery is transmitted; and
- (b) A lifting machine, a lifting vehicle, a machine whose motive power is wholly or partly generated by the human body and tractor.

“OCCUPATIONAL HEALTH” means any illness/sickness arising from the workplace or work activities.

“PLANT” includes-

- (a) Appliance, equipment, fitting, furniture, implement, machine, machinery, tools and vehicle.
- (b) Part of any plant, the controls of any plant and anything connected to any plant.

“PRACTICABLE” means practicable with regard to –

- (a) The severity of the hazard or risk in question;

- (b) The state of knowledge about hazard or risk and any way of removing or mitigating the hazard or risk;
- (c) The availability and suitability of ways to remove or mitigate the hazard or risk; and
- (d) The cost of removing or mitigating the hazard or risk;

“RISK” means the chance of something happening that will have an impact upon the objectives. It can also mean the uncertainty of outcome, within a range of potential exposures, arising from a combination of the impact and probability of potential events.

“SAFE” means -

- (a) Not exposed to any hazards in relation to a person; and
- (b) Free from hazards in every other case, and “unsafe” and “safe” have corresponding meanings.

“SUB-CONTRACTOR” means any person engaged (otherwise than as an employee) by any contractor or sub-contractor to do for gain or reward any work the contractor or sub-contractor has been engaged (as contractor or sub- contractor) to do.

“SITE” means –

- (a) The whole of an area of land under the control of a manufacturer and includes a pier, jetty or similar structures, whether floating on water or otherwise; or
- (b) A structure, whether floating on water or otherwise, which is under the control of a manufacturer.

“TNB” means Tenaga Nasional Berhad

“NTSP” means NIOSH Tenaga Safety Passport – training provided by NIOSH

“TSP” means Tenaga Safety Passport – training provided by ILSAS

4.0 GENERAL RULES AND REGULATIONS

In carrying out the contract, contractors shall comply with all relevant Malaysian/International Acts, Regulations, Statutory Requirements and TNB Safety Rules & Procedure, which shall include but not limited to the following:

- (a) Occupational Safety and Health Act (OSHA) 1994 and Regulations made under the Act.
- (b) Electricity Supply Act 1990 and Regulations made under the Act.
- (c) Factories and Machinery Act 1967 and Regulations made under the Act.
- (d) Lembaga Pembangunan Industri Pembinaan Malaysia Act 1994.
- (e) Environmental Quality Act 1974 and Regulations made under the Act.
- (f) Fire Services Act 1984.
- (g) Radioactive Substances Act 1968.
- (h) Atomic Energy Licensing Act 1989.
- (i) Uniform Buildings by Laws 1983.
- (j) Employees Social Security Act 1969 (Act 4) and Regulations made under the Act.

- (k) Road and Transport Act 1958.
- (l) Employment Act 1955 (Act 265). (m) Relevant TNB Safety Rules & Regulations.

5.0 CONTRACTOR'S RESPONSIBILITY

5.1 *Safety, Health and Environment Policy*

Contractors are required to have updated Safety, Health and Environment Policy Statement at workplace. The policy must be displayed at strategic locations in the work area to ensure workers understand the policy.

5.2 *HIRARC/JSA/Method Statement*

Contractors shall provide HIRARC/JSA/Method Statement for all activities at worksite. HIRARC/JSA/Method Statement shall be kept at worksite and referred when conducting works. HIRARC shall be developed in accordance with DOSH Guidelines for Hazard Identification, Risk Assessment and Risk Control (HIRARC) 2008.

5.3 *HSE Training for Contractors' Employees*

Contractors shall ensure that all their employees and workers have attended Safety Induction programme before commencing work within TNB premises. There are 2 types of Safety Induction programmes required for all Contractor's employees and workers:

- i) *NIOSH TNB Safety Passport (NTSP)/TENAGA safety passport(TSP)*

All of the Contractors' workers including their sub-contractors, vendors, specialists or any other personnel engaged by them shall attend the NTSP/TSP training programme and obtain a valid NTSP/TSP card. All costs pertaining to NTSP/TSP training shall be borne by the Contractor.

However, NTSP/TSP is exempted to certain personnel on site under the following conditions:

- (a) Low risk activities – to be identified by TNB Representatives.
- (b) Regulatory bodies – automatic exemption upon identity verification.
- (c) Foreign Specialists/Vendors working with the Contractor on ad-hoc basis – granted on case-to-case basis upon request in writing to the contract owner or TNB representative.

ii) CIDB – Green Card.

All of the contractors' workers including their sub-contractors, specialists or any other personnel engaged by them in the engineering construction area shall possess valid CIDB Green Cards as required under Section 33 Lembaga Pembangunan Industri Pembinaan Malaysia 1994 Act (Act 520). The validity of the CIDB Green Card is three (3) years from the date of certification. All costs incurred in obtaining the CIDB green Card shall be borne by the contractor.

5.4 HSE Promotion

The contractor shall issue regular HSE reminders in the form of fliers, posters, banners, notices, safety suggestion box scheme, video presentation etc. to instil HSE awareness amongst workers.

5.5 HSE Site Meeting

HSE matters shall be included in the project kick off meeting held prior to commencing of work if required by TNB. The contractor shall ensure that his workers are to be reminded on current HSE issues daily prior to starting work.

A regular site meeting shall be conducted at a frequency to be determined by TNB. The following site meetings shall be conducted on regular basis:

- (a) Work progress meeting with priority on HSE issues
- (b) Weekly progress meeting shall include HSE issues.
- (c) Joint HSE Committee meeting.

5.6 Contractor to Conform with Laws etc.

The Responsibility of the contractor is not only to ensure the safety and health of his employees but also the duty is extended to the safety and health of his sub-contractor by abiding to the laws, statutory regulations and TNB rules and regulations.

Under Section 15 of the Occupational Safety and Health Act (OSHA) 1994, it is the duty of every employer and every self-employed person to ensure, so far as is practicable, the safety, health and welfare at work of all his employees.

The contractor shall ensure at all times that his sub-contractor is informed of, understands and adheres to all laws, statutory regulations and TNB rules and regulations relating to HSE.

The contractor and his sub-contractors shall take action to be fully informed and made themselves aware of their responsibilities and liabilities as covered in the conditions of contracts.

5.7 Contractor's Liability

All expenses with respect to HSE shall be fully borne by the contractor.

Any penalty due to negligence and/or omission of the said acts and regulations shall be indefinite and will be liable to the contractor.

Any interruption and delays to work due to fatalities, accidents, injuries, and/or near miss accidents involving contractors and/or sub-contractors and/or their workers where the investigation process is carried out or stop work orders issued by a TNB or the authorities; all such costs are to be fully borne by the contractor without prejudice.

5.8 Competency Requirements

Contractors shall ensure their workers and sub- contractors workers shall have valid competency certificates for works or services as stipulated by the law or TNB/TNB-required competency certification such as, but not limited to:

- (a) EC Competent Person e.g. Wireman, Cable Jointer, Chargeman
- (b) Internal Combustion Engine (ICE)
- (c) Safety and Health Officer (SHO)
- (d) Site Safety Supervisor (SSS)
- (e) Scaffolding Competent Person
- (f) Mobile / Crawler Crane Operator Competent Person
- (g) Authorised Gas Tester for Confined Space
- (h) High Pressure Welders
- (i) Radiation Protection Officer (RPO)
- (j) Others as defined by the law or TNB from time to time

6.0 LIFE SAVING RULES

Life Saving Rules are a set of nine (9) rules specifically designed and given special status because they are essential in preventing fatal accidents. Failure to comply with Life Saving Rules will result in serious penalties including termination of contract and blacklisting of board of directors.

6.1 Life Saving Rules

LSR contains nine (9) rules. These rules are divided into 2 categories:

- a) Core Rules
- b) Supplementary Rules

a) Core Rules

1. Isolate, earth and test before touch.
2. Valid permit to work mandatory (PTW/PMK).
3. Wear protective suit and equipment when perform life switching.

b) Supplementary Rules

1. Use fall protection.
2. Conduct gas test, obtain authorization and supervision before entering confined space.
3. Never work or stand under a suspended load.

4. No smoking inside the power plant compound.
5. No drugs. No alcohol.
6. Obtain authorization before overriding or equipment disabling safety critical.

Please refer table 1 below:



KEY LIFE SAVING RULES



 I only work with equipment when energy sources are isolated and earthed. I test before begin work.	 I always obtain authorization and work with valid work permit (PTW/PMK)	 I always wear protective suit and equipment when perform live switching.
 I always protect myself against falling from height and protect others from falling objects.	 I never work or stand under a suspended load.	 I never smoke inside the power plant compound.
 I always conduct gas test, obtain authorization and supervision before entering a confined space.	 I never work or drive under the influence of alcohol or drugs.	 I always obtain authorisation before overriding or equipment disabling safety critical.

7.0 CONTROL AND SUPERVISION OF HEALTH AND SAFETY AT WORK

7.1 Contractor's Representative

The contractor shall nominate a representative(s) to be in charge and to co-ordinate the work with TNB personnel at the worksite. The representative(s) shall remain at the worksite at all times to supervise the scope of work awarded to the contractor.

7.2 Safety and Health Committee

Every contractor employing 40 personnel or more shall set up his own Safety and Health Committee as per requirement under Section 30 of Occupational Safety and Health Act 1994. Safety and Health Committee meetings shall be conducted not less than once in three months with TNB personnel to discuss the HSE issues of the contractor's workers on site as per requirement under Occupational Safety and Health (Safety and Health Committee) Regulations.

The functions of such a committee are as follows:

- (a) To advise the contractor on his guidelines to meet the provisions of the relevant laws on HSE.
- (b) To enforce the implementation of the HSE requirements.
- (c) To promote safe work practices.
- (d) To investigate accident cases and recommend preventive measures.

7.3 Safety and Health Officer

If a contract is worth more than RM20 million, the contractor shall provide a full time DOSH registered Safety and Health Officer (SHO) at the construction site as per Occupational Safety and Health (Safety and Health Officer) Order 1997. The duties of SHO are stipulated under Part V of OSH (SHO) Regulations 1997.

The SHO shall submit monthly formal reports for all incidents and activities on site.

The SHO shall sit in a Joint Safety and Health Committee set up by TNB at the worksite.

In the event that the contractor employs less than 40 employees or the contract is worth less than RM20 million, TNB reserves the right to request the contractor the following:

- (a) To appoint a full time Safety and Health Officer (SHO) and/or
- (b) To appoint a Site Safety Supervisor and/or
- (c) To set up a Safety and Health Committee and/or
- (d) To jointly set up a Safety and Health Committee with TNB and/or
- (e) To attend TNB Safety and Health Committee meetings.

7.4 Incident Notification and Reporting

The contractor shall immediately inform in writing the following incidents to TNB:

- (a) Accidents
- (b) Dangerous Occurrences
- (c) Fire
- (d) Occupational Diseases/ poisoning
- (e) Near misses
- (f) Property Damage
- (g) Environmental pollution

Contractors SHO with specific work site responsible for notifying work related accident to Department of Occupational Safety and Health (DOSH) as required under Occupational Safety and Health (Notification of Accident, Dangerous Occurrences Occupational Diseases, Occupational Poisoning) Regulations, 2004. Report shall also be made to other relevant authorities such as Energy Commission, Police, Fire and Rescue Department (BOMBA), Department of Environment (DOE), Social Security Organisation (SOCSO), where applicable.

A detailed preliminary report shall be submitted to TNB within 24 hours after the incident. The contractor shall submit a full report within 5 days.

In the case of any fatal accident, major fire or disaster, the contractor shall immediately activate his Emergency Response Plan.

7.5 Auditing of Contractor's HSE Management Programs

Regular auditing of Contractor's and Sub-contractor's HSE Management programs will be carried out by TNB Safety Representatives. The contractor and his workers shall familiarise themselves with the TNB HSE Management System used by TNB in managing HSE at the workplace.

8.0 EMPLOYMENT

The contractor shall be responsible for arranging whatever documents deemed necessary for the entry and residence of employees that may be required to work in Malaysia for the purpose of the contract. The contractor shall be responsible for ensuring that all his employees comply with the Employment Act 1955.

The contractor is to fulfil all his obligations in respect with site office accommodation, medical facilities for all personnel in his employment, in accordance with the responsibility imposed on him, or all necessary requirements to ensure satisfactory execution of the contract. He shall also comply with the requirements of The Employment Act 1955 and all other Statutory Regulations.

The contractor shall be responsible for the discipline and on site safety of all personnel employed by him.

9.0 SECURITY MEASURES

9.1 Security Guard

Where applicable, the contractor shall engage security guard with a licensed security company. All requirements by the Ministry of Internal Affairs with regard to security matters must be complied with at all times.

A proper guard house is to be provided if required. The guard house shall be equipped with basic facilities such as water, power supply, communication system, toilet, etc.

9.2 Workers Identification and Passes

All personnel shall have valid security passes issued by TNB at all times and to produce them upon request. The passes are to be surrendered to TNB by upon completion of the work. Otherwise, the contractor shall be penalized.

The contractor is to observe TNB security requirements at all times.

For the purpose of issuing passes, the contractor is required to submit the following particulars original & photo copy of all workers under his employment (including sub-contractors) in advance prior to work commencement:

- (a) Full name,
- (b) NRIC number (for citizen), or a valid passport number and a valid work permit number (for non-citizen)
- (c) Date of birth,
- (d) Current residential address and reachable phone number (if available),
- (e) Profession (or trade)

9.3 Entry and Exit

All workers and their vehicles shall be subjected to 100% security checks by security personnel upon entry within the premises and upon leaving the premises. A dedicated log book shall be made available to record such movements as required under Section 34E Lembaga Pembangunan Industri Pembinaan Malaysia 1994 Act (Act 520).

10.0 USE OF MOTOR VEHICLES

- (a) All vehicles shall be driven carefully within site compounds and abide all speed limits set by site office.
- (b) Vehicles are only allowed entry for delivery of equipment or materials and should not be parked in a construction compound or obstruct any fire-fighting equipment.
- (c) All vehicles used for construction work shall be safe to use and shall be in good working condition. When not in use, it must be parked in a reverse position at all times.
- (d) The contractor shall ensure their workers fasten seat belt while driving or wearing helmet while riding at TNB compound.
- (e) Parking of contractor's vehicle should be at a proper and safe designated area only.

11.0 HOARDING & FENCING

The Contractor shall ensure that proper hoarding and fencing/barricade are erected before commencement of site work when requested by TNB. Adequate perimeter lighting for patrolling purposes shall also be provided.

The conditions of the hoarding and fencing must be regularly monitored.

12.0 HANDLING AND MOBILIZATION OF TOOLS AND EQUIPMENT

- (a) All equipment brought to site shall comply with the Part XVI of Factories and Machinery Act (Building Operations and Works of Engineering Construction) Safety Regulations 1986.
- (b) The contractor shall declare all tools and equipment to be brought to site. Only the declared items shall be taken out of site later.
- (c) The equipment, tools or materials allowed by TNB supervisor shall undergo security checks upon entering and leaving the site.
- (d) The contractor shall bring his own equipment and be responsible for them. TNB shall not be liable for any loss or damage to the contractor's equipment kept within TNB premises.
- (e) All equipment shall be in safe and good working condition. TNB reserves the right to inspect and reject them if found unsafe.
- (f) Materials, machinery or tools, etc. belonging to TNB shall be declared to Site Managers before being taken out from TNB premises or for storage purposes by the contractor.
- (g) The contractor is not allowed to operate or tamper with any equipment or apparatus belonging to TNB without prior consent.

13.0 HOUSEKEEPING

Good housekeeping improves the working environment. Pleasant working conditions will motivate workers for greater efficiency and productivity.

13.1 *Storage of Materials*

- (a) The contractor shall bear all costs with regard to storage facilities, unloading and storage of materials.
- (b) The contractor shall provide security and protection for their materials. TNB shall not be responsible for any loss and damage to these items.

- (c) The contractor shall be responsible for the security and safety of equipment & materials stored at site.
- (d) All materials shall be stored or stacked in a safe and orderly manner so as not to obstruct any passageway or place of work.
- (e) Material piles shall be stored or stacked in such a manner as to ensure stability.
- (f) Materials or equipment shall not be stored upon any floor or platform in such quantity as to exceed its safe carrying capacity, materials or equipment shall not be stored or placed so close to any edge of a floor or platform as to endanger a person below.
- (g) The contractor must ensure that all paints and thinner are to be issued in small quantities at the worksite. Such materials must be removed and kept under proper storage after the day's work.

13.2 Debris Clearance

The contractor shall remove all rubbish regularly. Debris or unwanted material from the worksite shall be removed by a method which will not endanger a person.

13.3 Prevention of Stagnant Water

- (a) The contractor shall keep the whole worksite well drained throughout the contract period and shall ensure that all work is carried out in a dry condition.
- (b) The contractor shall pump out excessive surface water from the worksite when construction is in progress.
- (c) The worksite shall be free from potential mosquito breeding at all times. Should there be any occurrence of cases of mosquito or pest borne diseases, the contractor is responsible for taking the necessary actions to remedy the situation immediately (by pest control e.g. fogging).

14.0 WORKSITE FACILITIES

14.1 Hygiene & Other Facilities

- (a) The contractor shall provide and maintain clean and hygienic washroom facilities including mobile toilet, if the duration of the contract exceeds 1 month and/or staff exceed 15 people.
- (b) If the station/site is to provide washroom facilities, the contractor is required to

contribute to the repair and maintenance of the facility.

- (c) Sufficient clean drinking water supply shall be provided by the contractor his workers.

14.2 Canteen Facility

- (a) No food or drinks shall be consumed in any working area. The contractor is required to make his own arrangement in catering for the needs of his workers.
- (b) Alcoholic drinks and dangerous drugs are strictly prohibited on construction premises. Possession of such items constitutes an offence and is liable to prosecution.
- (c) The TNB canteen may be made available to the contractor's personnel with prior permission from TNB station /site office.
- (d) The contractor shall ensure that his workers are reasonably clean when entering the station or site canteen.
- (e) The contractor shall provide a proper canteen if necessary, based on the project period.

14.3 Resting Area

The contractor shall provide a suitable and safe shaded area for his workers for them to rest during breaks.

14.4 Surau

The TNB Surau may be made available for Muslim personnel for prayers. Neither sleeping nor loitering is allowed and cleanliness of the place is to be made a priority at all times.

14.5 First Aid Facilities

The contractor shall provide sufficient First Aid Facilities or a clinic including trained first aid personnel for his workers in accordance to regulation 38 of Factory & Machinery (Safety Health & Welfare) Regulation 1970.

15.0 PERMIT TO WORK (PTW)

- (a) There are various types of permit issued to contractors which include but not limited to the following:
 - i. Hot Work Permit

- ii. Electrical Work Permit
 - iii. Confined Space Work Permit
 - iv. Mechanical Work Permit
 - v. Other additional Permit (e.g Scaffolding, Excavation, WAH etc)
- (b) The contractor shall nominate a competent person for purposes of receiving PTW from station or construction site.
- (c) The request for such PTW shall comply with TNB internal manual, procedures and guidelines.
- (d) The contractor shall hold a valid PTW at site all times for the duration of the work, and shall produce it whenever requested by TNB personnel.

15.1 Hot Work Permit

- (a) The contractor shall apply "Hot Work Permit" from TNB Authorized Person prior to carrying out any hot work including, welding, flame cutting, brazing or any operations or processes that utilise or generate heat.
- (b) The contractor shall comply with all safety precautions specified in the "Hot Work Permit" issued to him.
- (c) The contractor shall display conspicuously the "Hot Work Permit" at the worksite throughout the duration of the work. It shall be returned to TNB representative after the job has been completed.

15.2 Electrical / Mechanical Work Permit

- (a) The contractor shall apply for a "Electrical Work Permit" prior to working on any electrical installations and 'Permit Menjalankan Kerja' for an non electrical work such as civil work, maintenance work etc.
- (b) The contractor shall comply with all safety and environment precautions specified in the "Permit for Electrical Work" issued to him.
- (c) The contractor shall display conspicuously the "Work Permit" at the worksite throughout the duration of the work. It shall be returned to TNB representative after the job has been completed.

15.3 Confined Space Work Permit

- (a) The contractor shall apply for a "Permit for Entry into Confined Spaces" prior to carrying out work within confined spaces including, fuel tanks, water tanks, chilled water tanks, boilers, dryers, cylinders, underground tanks and any other places deemed necessary by TNB/TNB.
- (b) The contractor shall comply with all HSE requirements as specified in the DOSH industrial code of practices for working in confined spaces 2010.

- (c) The contractor shall display conspicuously the “Permit for Entry into Confined Spaces” at the worksite throughout the duration of the work. It shall be returned to TNB representative after the job has been completed.

16.0 ELECTRICAL SAFETY

- (a) The contractors shall make themselves thoroughly conversant and conform with the Electricity Supply Act 1990, Electricity Regulations 1994, IEE Wiring Regulation and TNB Electrical Safety Rules governing any work they may have to undertake in any electrical installation or system. The work must be carried out by only competent personnel.
- (b) In the case of temporary electrical facilities, TNB may demand for additional safety precautions by the contractor in order to prevent accidents. TNB personnel may conduct spot checks on temporary electrical facilities and any dangerous items found may be confiscated.
- (c) The contractor shall inform TNB representatives in advance of any site power supply requirements. Taking electrical supply from any outlet without prior approval of TNB is strictly prohibited.
- (d) For work in confined spaces, the power supply for inspection lamps and lightings shall be 24 volts and below.
- (e) All electrical faults should be reported immediately to any TNB appointed representatives.
- (f) The contractor shall use only approved non-conductive ladders for any electrical work at site.

17.0 EMERGENCY RESPONSE PLAN (ERP)

- (a) The contractor shall prepare and submit his ERP to TNB. The ERP shall include the name of the person who is responsible for safety on site and off site and the names of those who are authorised to take action pursuant to the plan in the event of emergency.
- (b) ERP shall be constantly updated to take into account any changes of activities and the contractor shall inform all the affected parties of its relevant provisions. In an emergency e.g., fire or explosion, immediate evacuation is necessary. Any accident at worksite shall be reported immediately to TNB.
- (c) The contractor and all his personnel shall be responsible for all reasonable precautions during and outside normal working hours to prevent any possible outbreak of fire.
- (d) The contractor shall provide adequate fire-fighting and emergencies equipment

in his office, site storage and own work areas. The contractor shall also ensure that his personnel are fully trained in the use of the fire-fighting and emergencies equipment.

- (e) In the event of an outbreak of fire at site, the contractor and all of his personnel shall assist in fighting such a fire. The contractor shall acquaint all his personnel together with any sub-contractor with the fire-fighting guidelines.
- (f) Evacuation drills and emergencies drills shall be carried out regularly.
- (g) Fire-fighting procedures, safety measures and contingency plans for fire-fighting shall be established and displayed in strategic locations.

18.0 FIRE PREVENTION

- (a) Hot Work Permit shall be obtained before starting any work that involves the use of local ignition source capable of igniting flammable and combustible materials.
- (b) Smoking is strictly prohibited in work areas and allowed in designated areas only.
- (c) Where flammable and combustible liquids, vapours, chemical, gases and the like are stored or handled, personnel shall be prohibited from carrying matches, lighters and other spark-producing devices.
- (d) The contractor shall not defeat existing fire fighting system in a building or at the worksite during work.
- (e) Contractor's Fire-fighting equipment (if any) shall be checked regularly to ensure that they are ready to be used during any emergency. The contractor must ensure that each designated personnel is proficient in the method of handling fire-fighting equipment installed at the area or station where he works.
- (f) All firefighting installations shall be regularly tested. Any defect shall be immediately attended to. All fires shall be reported and investigated.

19.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- (a) The contractor shall comply with TNB PPE Policy & Guidelines at all times. Contractors shall provide appropriate, suitable and proper working attire for all his workers. Attire such as short pants, sleeveless shirts, torn jeans and slippers, are not allowed to be worn at site.
- (b) The contractor shall supply appropriate PPE to his workers and visitors at site.

- (c) It is the responsibility of the contractor to ensure that his personnel wear PPE at all times. The purpose is to reduce any risks to their safety and health.
- (d) The contractor shall conduct regular inspections on all PPE.
- (e) Workers without PPE and not wearing proper attire shall be barred from entering the site and ordered to leave at once.

19.1 *Head Protection*

- (a) The contractor shall provide hard hats to his workers and ensure they are worn by all parties engaged in the construction and maintenance work or in a designated hard hat area where hazards from falling, flying or fixed objects or/and electrical shock are present.
- (b) All person who are performing any work or services in a construction worksite shall wear safety helmets as required by Regulation 24 Factories and Machinery (Building Operations and Works of Engineering Construction) (Safety) Regulation 1986.
- (c) The hard hat shall not be modified to accommodate use with other hats.
- (d) The hard hat shall not be painted.

19.2 *Eye and Face Protection*

The contractor's personnel shall wear suitable and approved eye and face protection equipment as required by Regulation 13 Factories and Machinery (Building Operations and Works Of Engineering Construction) (Safety) Regulation 1986 when carrying out any of the processes or operations but not limited to the work specified below: -

- (a) Cleaning by high water pressure jets,
- (b) Striking masonry nails (by hand or power tool),
- (c) Work using a hand-held cartridge tool,
- (d) All work on metal involving the use of a chisel, punch or similar tool by means of a hammer or power tool,
- (e) The chipping of paint, scale, slag, rust or corrosion from metal and other hard surfaces by a hand or power tool,
- (f) Driving in or on of bolts, pins or collars to structure or plant by a hammer, chisel, punch or portable hand tool,
- (g) Shot cleaning of buildings or structures,
- (h) Shot blasting of concrete,
- (i) The use of power driven high speed metal cutting saws, abrasive cutting-off wheels or discs,
- (j) Injection by pressure of liquids into buildings or structures which could result in eye injury,
- (k) Breaking up of metal by a hand or power driven hammer or tup,
- (l) Breaking, cutting, dressing, carving or drilling by a hand or portable power tool of any of the following: -

- (m) Glass, hard plastics, concrete, fired clay, plaster, slag or stone or similar materials or articles consisting wholly or partly of them
- (n) Bricks, tiles or blocks of brickwork, stonework or block work (except wooden blocks)
- (o) Use of compressed air to remove swarf, dust, dirt or other particles,
- (p) Coiling wire and similar operations where there is a risk of eye injury,
- (q) Cutting wire or metal straps under tension,
- (r) Oxy-gas welding,
- (s) Hot cutting, boring, cleaning, surface conditioning or spraying of metal by an air-gas or oxy gas burner,
- (t) Instruments such as lasers which produce light radiation which can cause eye injury,
- (u) Truing or dressing abrasive wheels,
- (v) Dry grinding of materials by applying them by hand to wheel, disc or band or by applying a power driven portable grinding tool to them,
- (w) Machining of metals including any dry grinding process not elsewhere specified,
- (x) Electric resistance and submerged electric arc welding or metals,
- (y) Any other processes or operations as may be specified by TNB.

19.3 *Hearing Protection*

The contractor's workers shall wear a suitable and approved ear protectors as required by Factories And Machinery (Noise Exposure) Regulation 1989 when carrying out work in work area where the noise level exceeds 85 dB(A) and in zones where the wearing of such equipment is mandatory.

19.4 *Respiratory Protection*

The contractor's workers shall wear suitable and approved respiratory equipment as required by Regulation 14 Factories and Machinery (Building Operations and Works Of Engineering Construction) (Safety) Regulation 1986 when carrying out any processes or operations but not limited to the following: -

- (a) Fogging of premises
- (b) Space and tent fumigation
- (c) Spray painting
- (d) Grit blasting
- (e) Work which generates dust, vapours, fumes, gases and irritants that is injurious to health.

19.5 *Body Protection*

The contractor shall ensure that body protection is equipped and worn by all parties while performing work where they may be exposed to hazards such as electrical flash over, fall from height, injuries, fire radiation and chemical burn.

(a) Safety harness

For workers working at a height of more than 2 metres which makes them liable to fall, an approved safety harness and accessory shall be provided and worn to ensure his/her safety,

(b) Fall Arrest System

A fall arrest system is required if a worker could fall from an elevated position. The fall arrest system should be used anytime at a working height of 2 metres or more is reached. A working height is the distance from the walking/working surface to a lower level. The full arrest system and accessories shall be provided but not limited to as specified below:-

- i) Full Body Harness
- ii) Safety Helmet for working at height
- iii) Double Lanyard
- iv) Safety Line (Rope with accessories)
- v) Mobile Fall Arrest

(c) Reflective vest and traffic kits

Workers exposed to traffic hazards while working on the road or at worksite shall be provided with a reflective vest and a traffic safety kit (safety sign, safety triangle, cone, blinker light and baton) to indicate a person working in the area.

(d) Protective clothing

Workers who are exposed to wet condition, corrosive or harmful substances shall be provided with water proof protective suit, hood, apron, leggings, gloves and other protective wear suitable to the nature of the substances and the risks involved as required by Regulation 15 Factories and Machinery (Building Operations and Works Of Engineering Construction) (Safety) Regulation 1986.

19.6 *Hand Protection*

The contractor's workers shall wear suitable and approved hand protection equipment when carrying out any processes or operations but not limited to as specified below: -

(a) Handling sharp objects,

- (b) Handling acids, alkalis or other corrosive liquids,
- (c) Handling pesticides or other toxic substances,
- (d) Handling hot objects,
- (e) Handling cold objects,
- (f) When dealing with works that may cause electrical shock.

19.7 *Foot Protection*

The contractor's workers shall wear safety shoes suitable for the work carried out such as but not limited to the following:-

- a) Steel toe-cap shoes when handling medium to heavy loads,
- b) Rubber-soled shoes when working with electricity.
- c) Anti-static shoes when working in areas that may contain flammable vapours in the atmosphere,
- d) Normal shoes when carrying out activities other than activities mentioned above.

20.0 NOISE CONTROL

- (a) The Contractor shall comply with the requirement stipulated under Factories and Machinery (Noise Exposure) Regulations 1989.
- (b) The Contractor shall ensure that the noise level for equipment brought into the site is under 90dBA.
- (c) Employees working in an environment exposed to a noise level equivalent to or exceeding 85 dB(A) shall wear an approved hearing protection.

21.0 SIGNAGE, NOTIFICATION AND BARRIERS

- (a) The Contractor shall comply with the Malaysian Standard MS 981 for colour coding wherever applicable.
- (b) Standard Symbolic safety signs and notices shall be prominently displayed at the required/designated areas e.g. labeling of hazardous substances, PPE, traffic signs, live conductors, etc.
- (c) Proper non-conductive barrier with signage shall be used to separate electrical live area and construction area.

- (d) Designated areas with instructions such as Wear Hard Hat, Wear Safety Shoes, Wear Ear Muff, No Smoking, and No Flame etc. must be strictly followed.

22.0 CONTRACTOR'S EQUIPMENT

- (a) The contractor is responsible for ensuring that all equipment brought to site are in good and safe working conditions and comply with all relevant legislations.
- (b) All lifting equipment brought to site shall be in a safe and good working condition. TNB reserves the right to inspect and reject them if found unsafe.

22.1 *Lifting Gear*

- (a) All lifting machineries which are covered by the provision under Section 19 Factories and Machinery Act shall have PMA registration number and valid Certificate of Fitness issued by the Department of Occupational Safety and Health (DOSH).
- (b) Lifting equipment shall never be overloaded. Lifting equipment shall be marked with a Safe Working Load (SWL) which must not be exceeded, except for obligatory Overload Test as prescribed by DOSH regulations. All accessories e.g. wire rope, chain, safety latch, hook etc shall be in good and safe working condition.
- (c) The Contractor shall ensure that only trained and/ or competent persons are allowed to operate cranes, fork lifts and other lifting gears.

22.2 *Generator Set*

- (a) All generator sets which are covered by the provision under Electricity Supply Act, 1990 or Environmental Quality Act 1994 shall have valid Certificate of Operation issued by the Energy Commission or DOE respectively.
- (b) The generator set operators which are covered by the provision under the Factories and Machinery Act shall have valid ICE certification from the Department of Occupational Safety and Health (DOSH).

22.3 *Air Compressor*

All air compressors pressure vessel which are covered by the provision under Section 19 Factories and Machinery Act shall have PMT registration number and valid Certificate of Fitness issued by Department of Occupational Safety and Health (DOSH).

23.0 WORKING ENVIRONMENT

23.1 *Area of work*

- (a) The TNB Management shall decide and gazette all working areas for contractors if required.

- (b) The contractor shall be responsible for the safety within his working area. Before the commencement of work, approved barriers/ hoarding (if required) and safety signboards shall be erected and prominently displayed.
- (c) Horseplay, loitering and straying from assigned place of work are prohibited.
- (d) The contractor's workers shall not encroach outside the gazette area without prior written permission from TNB.
- (e) The contractor shall make the area safe at all times as not to endanger public safety.

23.2 *Confined Space Entry*

- a) A special permit shall be obtained from the station for work in confined spaces such as vessels, boilers, tanks, condensers, culverts, duct, stack, pipelines, sewers, tunnels, excavation pit, and joint pit more than 1.5 metres and underground chambers.
- b) The procedure and guidelines for entering confined spaces shall be in accordance to DOSH Industrial Code Of Practice for working in confined space 2010.
- c) Persons entering a confined space shall wear a safety harness with a rope securely fastened, and the free end of the rope must be held by a standby person who can pull him out in an emergency. Both must undergo health checks and certified to be medically fit prior to entry.
- d) Effective steps shall be taken to prevent risk of flooding. The means of escape shall be provided for all persons likely to be endangered in the event of flooding.
- e) Forced ventilation shall be provided if natural ventilation is inadequate.

23.3 *Working at Heights*

- (a) Appropriate and approved safety harness (such as full body harness and half body harness) must be worn when working 2 metres or more above the ground.
- (b) Safety nets shall be erected to protect workers from falling and also to protect people below from any falling objects.
- (c) Gondolas shall have PMA registration number and valid Certificate of Fitness issued by the Department of Occupational Safety and Health (DOSH).
- (d) Ladders shall be of approved type, adequate strength and in a good working condition. Every ladder shall be securely fixed to prevent it from moving or endangering workers.

- (e) The person required to work at heights should be directly supervised by the one who has undergone the required training (WAH) conducted by TNB Integrated Learning Solution (ILSAS), National Institute Of Occupational Safety and Health (NIOSH) or other certified training providers.

23.4 *Scaffolding*

- (a) Scaffoldings shall be approved type and must be in accordance to Part X of Factories and Machinery (Building Operations and Works of Engineering Construction) (Safety) Regulations 1986. Workers shall not work on scaffolding installed outdoors during a storm or strong winds.
- (b) Scaffolding requirements shall include but not limited to the following:
 - i) Every scaffold and every part thereof shall be in good construction, of suitable and sound material and of adequate strength for the purpose for which it is used.
 - ii) Every scaffold shall be properly maintained and every part thereof shall be kept so fixed, secured or placed in position as to prevent, as far as practicable, accidental displacement.
 - iii) Every scaffold more than 3 metres shall be erected or be substantially altered or be dismantled under the direct supervision of a scaffold competent person. (Ref: DOSH Guidelines for Approval of design scaffolding 2016)
 - iv) Every scaffold shall be securely supported or suspended and, where necessary, sufficiently and properly braced to ensure stability.
 - v) All structures and appliances used as support for scaffold and working platform shall be of sound construction, have a firm footing or be firmly supported and shall, where necessary, be sufficiently and properly braced to ensure stability.

23.5 *Working Over or Near Water*

- (a) The contractor is responsible for ensuring that special precautions are taken to avoid loss of lives due to drowning when working over or near water as required by Regulation 7 of Factories and Machinery (Building Operations and Works of Engineering Construction) (Safety) Regulations 1986.
- (b) The contractor shall ensure that the C.W. Pump house, water tanks, etc. shall not cause any person to fall into the water. Working platform must be properly constructed and secured.
- (c) Hard Barricade (Fence, barriers) shall be erected at all edges where there is a risk of people falling into the water. Personal buoyancy aids must be worn when there is a risk of drowning and rescue equipment must always be ready and available as

appropriate.

- (d) Life Jacket inclusive of accessories shall be worn where necessary.

23.6 *Working at Night or Near Traffic Passageway*

- (a) The contractor shall provide adequate facility to work at night but not limited to the following: -
 - i) Lighting the compound
 - ii) Reflective vest for the worker
 - iii) Blinker
 - iv) Safety Cone
 - v) Barricade
- (b) The contractor shall be cautious as not to create other hazards to other workers and the public. Permission from relevant local authorities, TNB and other agencies shall be obtained prior to start of work (e.g. Police, JKR or Highway authorities)

23.7 *Lighting and Ventilation*

- (a) The contractor shall ensure adequate lighting and ventilation is provided at all workplaces as required by Regulation 25 and Regulation 29 of Factories And Machinery (Safety, Health And Welfare) Regulation 1970.
- (b) Explosion-proof light fittings must be used in areas where flammable gas may be present.
- (c) The lighting equipment must be kept clear and in good state of repair.

23.8 *Excavation and Shoring*

- (a) The main danger during excavation work is people get trapped and buried in collapsed or falling materials.

- (b) The contractor shall be responsible for all the necessary precautions to prevent any accident during excavation and shoring activities as required by Part XII of Factories and Machinery (Building Operation and Work of Engineering Construction)(Safety) Regulation 1986.
- (c) Before commencing any excavation works, plans and others, information about all buried cables, piping and other underground installation in the area shall be obtained. In the event that such information cannot be obtained, the excavation must be carried out as though there are buried cables in the vicinity.
- (d) Suitable cable locating devices shall be used in conjunction with cable plans if these are available, to locate as accurately as possible the position of any electricity cables.
- (e) No employee shall be permitted to enter any excavated area unless sheet piling, shoring or other safeguards that may be necessary for his protection are provided.
- (f) The excavation site and its vicinity shall be checked by a designated person after every rainstorm or other hazard-increasing occurrence and the protection against slides and cave-ins shall be increased, if necessary.
- (g) Temporary sheet piling installed to permit the construction of a retaining wall shall not be removed until the wall has developed its full strength.
- (h) Where banks are undercut, adequate shoring shall be provided to support the overhanging materials.
 - i. Excavated materials and other superimposed load shall be placed at least 610 millimetres from the edge of open excavation and trenches, and shall be so piled or retained that no part thereof can fall into the excavation or cause the banks to slip or cause the upheaval of the excavation bed.
 - ii. Banks shall be stripped of loose rocks or other materials which may slide, roll or fall upon persons below.
 - iii. Open sides of excavations where a person may fall more than 3 metres shall be guarded by adequate barricades and suitable warning signs shall be put up at conspicuous positions.
 - iv. No employee shall be permitted to work where he may be struck or endangered by an excavating machine or by material dislodged by it or falling from it.
 - v. Planks used as sheet piling must be at least 50 millimetres thick. The maximum spacing between walls shall be such as to keep the planks within their safe bending stress. Shores and braces shall be of adequate dimensions for stiffness and shall be so placed as to be effective for their intended purposes. Each end of each wall piece shall be separately braced.
 - vi. Earth-supported shores or braces shall bear against a footing of sufficient

area and stability to prevent their shifting.

23.9 *Welding, Cutting and Grinding*

- (a) Hot Work Permit shall be obtained before starting any work that involves the use of local ignition source capable of igniting flammable and combustible materials.
- (b) The contractor shall always check equipment before commencing any job and ensure that they are in safe working order.
- (c) Handling and storage of gas cylinders shall be carried out in a proper manner. They shall be stored in a vertical position and properly secured.
- (d) Welding shields and PPE shall be used while welding work is taking place. Only qualified welders are allowed to perform welding works. The contractor shall ensure that all gas cylinders are equipped with "Flash Back Arresters".

24.0 HAZARDOUS MATERIALS

24.1 *Use and Handling of Hazardous Materials*

The contractor shall take reasonable precautions to ensure that all hazardous materials are handled according to OSH (Use and Standard of Exposure of Chemical Hazardous to Health) Regulations 2000 and OSH (Classification, Labeling And Safety Data Sheet Of Hazardous Chemicals) Regulations 2013.

24.2 *Storage*

As a general principle, all hazardous materials stored shall be kept in a well ventilated, dry, cool and tidy area. Hazardous materials of different categories are to be stored separately namely for combustible, flammable, toxic and explosive substances. All stores shall be locked at all times to prevent unauthorised entry.

24.3 *Labeling and Relabeling*

All hazardous materials shall be properly labeled as required by OSH (Classification, Labeling and Safety Date Sheet of Hazardous Chemicals) Regulations 2013.

When the hazardous material is transferred to another container other than that in which it was originally supplied, the container must be relabeled in accordance with regulation 21 of OSH (Use and Standard of Exposure of Chemical Hazardous to Health) Regulations 2000.

24.4 *Packaging and Transportation*

All hazardous materials shall be properly contained and packaged inclusive of relevant

documentation before it is being transported as per requirements in Part III of Occupational Safety and Health (Classification, Labeling and Safety Data Sheet of Hazardous Chemicals) Regulations 2013.

Appropriate fire-fighting equipment and PPE shall be kept in the vehicles carrying hazardous materials for emergency purpose. Workers who attend to the vehicles must be fully aware of the potential hazards of the conveyed goods.

24.5 Handling

All workers handling or supervising any hazardous materials shall have sound knowledge of the potential hazards and the appropriate actions to take in case of an emergency. The wearing of PPE is essential for any close contact with hazardous materials.

Hazardous materials shall never be mixed with other materials (either hazardous or inert) without a complete knowledge of possible reactions between the two. Any query about the handling of hazardous materials shall be directed to the TNBHSE Department.

24.6 Emergency

All personnel involved in the handling, transport, storage or use of hazardous materials shall familiarise themselves with emergency procedures (e.g. fire/explosion, accident, spillage and leakage). Written emergency response procedures shall be made available and regularly practiced.

24.7 Disposal

TNB Schedule Waste Handler shall be contacted for advice on methods for bulk disposal of hazardous materials. Special approval from local Authorities are normally required.

Disposal of schedule waste shall be in accordance with Environment Quality (Schedule Waste) Regulations 2005 and domestic waste shall be disposed of dumping ground approved by local authority.

24.8 Information, Instruction and Training

All hazardous materials used or stored by the contractor on site shall be accompanied with the Safety Data Sheets (SDS) with proper labeling.

The contractor who undertakes work, which may expose or is likely to expose his personnel to materials hazardous to health, shall provide them with such information, instruction and training as may be necessary to enable them to know:

- (a) The health risk created by such exposures; and
- (b) The precautions to be taken.

All training programmes shall be documented and kept for inspections.

24.9 Safety Data Sheet (SDS)

- (a) TNB representatives shall be informed of all chemicals used and relevant SDS must be provided by the contractor as required under Part V of Occupational Safety and Health (Classification, Labeling and Safety Data Sheet of Hazardous Chemicals) Regulations 2013. Chemicals which contain Ozone Depleting Substances shall not be used without prior approval from TNB.
- (b) SDS shall be obtained from the supplier, a copy submitted to TNB representatives and the hazardous materials shall not be used until such information is obtained. The SDS shall be kept in a conspicuous place close to each location where the hazardous material is used, shall be prominently displayed and easily accessible to the personnel as required by Regulation 25 of OSH (Use and Standard of Exposure of Chemical Hazardous to Health) Regulations 2000.

24.10 Personal Protective Equipment

- (a) The contractor involved in handling of hazardous chemicals shall wear sufficient and suitable PPE. When handling the hazardous chemicals, appropriate safety attire such as chemical goggles, face shields, rubber gloves, rubber boots and chemical resistant clothing must be worn.
- (b) Handling of chemicals that involve gases or dust would require adequate ventilation system, respiratory equipment and chemical resistant clothing.

24.11 Handling Of Isotopes and Radiographic Equipment

- (a) The contractor shall comply with the Government of Malaysia Atomic Energy Licensing Act 1984 [Act 304]. Only certified personnel holding valid competency certificate (RPO) issued by Lembaga Perlesenan Tenaga Atom (LPTA) Malaysia are allowed to handle radiographic isotopes and operate equipment for radiography work.
- (b) Only specialised contractors are allowed to undertake Non-Destructive Testing (NDT) work involving radiography and handling of radioactive isotope.

25.0 ENVIRONMENTAL OBLIGATION

The contractor shall take reasonable action to ensure that all works done and services provided conform to TNB Environmental Policy and the Environmental Quality Act 1974 with regard but not limited to the following

25.1 Disposal and Spillage

- (a) The contractor must inform TNB before disposing any chemical, oil or hazardous materials. Able to carry out all clean-up works in the case of any oil or chemical spillage.

Special methods and approval from the Local Authorities are normally required as well as compliance to Rules and Regulation set by the Government of Malaysia.

- (b) Disposal of waste or oil down the drains or into waterways is illegal and strictly prohibited.

25.2 Removal of Trees and Ground Vegetation

- (a) During the course of work, the contractor shall not remove or damage any tree or vegetation in the surrounding areas without prior approval from TNB or any relevant local authorities. If the work involved requires the removal of ground cover, the contractor shall ensure that all steps are taken to minimise or eliminate soil erosion. Slopes with exposed soil that are susceptible to erosion must be covered with plastic sheets.
- (b) Provisions shall be taken to ensure that any sediment washed away from exposed areas does not enter the station's drains.

25.3 Activities Which Emit Dust Particles

- (a) Creation of dust shall be avoided and where there is the possibility of creating dust, appropriate control measures shall be taken, such as:
 - i) Ensure that the tyres of all vehicles leaving or entering the site are cleaned from any soil by providing appropriate facilities,
 - ii) Wet the dusty roads to prevent dust from becoming airborne due to passing vehicles.

25.4 Noise

- (a) If work undertaken involves the emission of high noise levels, the contractor shall get prior approval from the relevant authorities as to the time and duration that the work can be carried out. TNB will issue its consent prior to commencement of work.
- (b) Noise level measured at the working boundary shall not continuously exceed 65 dB(A) during the day and 55 dB(A) at night.

25.5 Open Burning

Open burning is strictly prohibited at all times.

26.0 WASTE AND SCRAP MANAGEMENT

- (a) Scraps refer to machine, part of machines, equipment, piping, cables etc., disassembled or demolished parts which are not to be reassembled or reinstalled.

- (b) TNB will allocate suitable area for storage of scraps and waste materials. The contractor shall be responsible for the removal, proper storage and security of all scraps and waste materials resulting from their works.
- (c) All accumulated waste materials resulting from the works shall be disposed regularly. At no time shall any waste material be disposed by way of burning. Any oil or other harmful waste shall not be allowed to be discharged into the drain.
- (d) Upon completion of work, the site is to be left clean and tidy to the satisfaction of TNB representative. The Contractor is responsible for removing all the accumulated debris from his worksite to the dumping ground approved by the Local Authorities.
- (e) The contractor shall seek approval from DOE and shall provide evidence to TNB when disposing the scheduled waste. All scheduled waste shall be disposed off by licensed contractors only.

27.0 HSE DOCUMENT AND RECORD

Contractors shall retain their own HSE record for their employees and equipment. A copy of such a document and record shall be kept and subjected to inspect by TNB representative from time to time.

The HSE document and record shall include but not limited to the following:

- (a) Safety Policy
- (b) Safety Organisation Chart
- (c) Job Description of key personnel
- (d) Accident reporting procedure and record
- (e) Chemical Safety Data Sheet (CSDS)
- (f) Emergency Response Plan (e.g. Fire, Tower Collapse, Landslide etc)
- (g) Hazard Identification, Risk Assessment and Risk Control (HIRAC)
- (h) Safe Work Procedure (SWP) or Method of Statement of all activities
- (i) Job Hazard Analysis (JHA) or Job Safety Analysis (JSA) for all activities
- (j) Registration certificates (DOSH, CIDB, EC, NIOSH) for relevant equipment
- (k) CIDB Registration for Construction workers
- (l) Employees criminal screening or work permits
- (m) OSH programme and activities (safety awareness, toolbox talk, training, inspection, auditing etc.)
- (n) OSH Performance Measurement
- (o) PPE issuance and inspection record
- (p) Tool box talk
- (q) Scheduled waste record
- (r) Employee Health record
- (s) Domestic waste disposal record
- (t) Training record
- (u) Certificate, approval and permit
- (v) Other records as required from time to time

28.0 ENFORCEMENT

- (a) The contractor shall comply at all times the HSE Guidelines for Contractors issued herein. TNB will take serious action, leading to dismissal from the work and ask to leave site if anyone is found violating the guidelines on wearing PPE or violating any safety instructions imposed by TNB's representative at the worksites.
- (b) TNB shall issue Improvement Notices or Stop Work Order to the Contractor if any rule and regulation set by TNB and the Government of Malaysia is violated.
- (c) Failure to adhere to the stipulated guidelines, the contractor will be compounded according to the amount that will be determined by TNB. The compound will be deducted from the contract's price and is non-negotiable.

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APPENDIX 2

CONSENT FORM

(KEVSB TO PROVIDE THE CONSENT FORM)

**CONSENT FORM FOR PROCESSING OF PERSONAL DATA TO KAPAR ENERGY
VENTURES SDN BHD FOR THE PURPOSE OF CARRYING OUT TECHNICAL WORKS IN
KAPAR ENERGY VENTURES SDN BHD'S PREMISES AND/OR SITE ("WORKS"), AND/OR
FOR OTHER PURPOSES DIRECTLY OR INDIRECTLY RELATED TO THE WORKS.**

Name	:	
NRIC Number/ Passport Number	:	
Telephone Number	:	
Company	:	
Company Address	:	

1. I, the abovementioned name hereby agree to the following:

- a. I hereby consent and authorize Kapar Energy Ventures Sdn Bhd (Company No.: (200001015957 (518564-T)), its agents and authorized service providers ("**KEV**") to collect, hold, use, delete, disclose, process and store, my personal data and sensitive personal data ("**Personal Data**") in manual and electronic form in accordance with the Personal Data Protection Act 2010 ("**PDPA**") for the purpose of mentioned above.
- b. I further consent and authorize KEV to transfer and disclose my Personal Data to the relevant third parties, service provider(s) and/or data processor(s) either located within or outside Malaysia for the purposes as mentioned herein and/or for the implementation of legal rights or obligations by KEV in accordance with the PDPA.
- c. I hereby agree and understand that KEV may retain my Personal Data as long as it is necessary and related to the purposes as mentioned herein.

2. I hereby confirm that the information and Personal Data that I have provided to KEV are true, up-to-date and accurate. I also agree that should there be any changes to any of my Personal Data, I shall notify KEV accordingly.

3. I have read KEV Personal Data Protection Policy which can be accessed at <https://kaparenergy.com.my/personal-data-protection-notice/>.

By signing this Consent Form, I acknowledge that I have completely read and fully understand this Consent Form and agree to be bound thereby.

Sincerely,

Name:

NRIC No./ Passport No.:Date:

3.0 SCOPE OF WORKS, TECHNICAL SPECIFICATIONS AND JOB REQUIREMENTS

3.1 INTRODUCTION

The purpose for this tender is TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE

The work requirements shall be taken as the minimum acceptable supply and shall not be read as limiting the extent of supply of works.

It is not the intent to specify completely herein all details of the works required. However, the works shall conform in all aspects to high standards of engineering and workmanship and shall be capable of performing in a manner acceptable to the Station.

The tender is to include the whole works that are described in or implied by the tender document. All matter omitted from the tender document which may be inferred to be obviously necessary for the efficiency, reliability and completion of works, shall be deemed to be included in the tender price.

The Tenderer is also required to provide supervisor, manpower with NIOSH confined space, consumables and tools required to perform the works. The Tenderer is **COMPULSORY** to perform general cleaning up of the site before handing over to the Station.

3.2 SCOPE OF WORKS

The work scope shall include, but not limited, to the following:

The Tenderer shall be registered with KEVSB/TNB.

To supply of manpower and skilled labor with Supervisor at Site and available along the work commencement.

The Tenderer to ensure their working parties have **valid NTSP/KSP/OGSP/AESP Certificate** and **valid INSURANCE coverage to cover the works** for all worker applicable for the works. The Tenderer is **COMPULSORY** to comply with Environmental, Health and Safety Guidelines at Station.

Necessary common tools, PPE, lifting tools, cleaning equipment and power tools shall be included in the scope quoted as single lump sum price. Supply of material, equipment or parts other than stated above shall be agreed (**written**) separately before execution of the works.

The Tenderer to submit **Inspection Test Plan (ITP)** and **HIRARC** to Station Engineer before apply for Permit to Work (PTW).

(Engineer to add on the details scope of works).

[Engineer to add on the work to commence (when?)]

3.3 DRAWINGS AND REFERENCES

All relevant drawings, previous reports, work specifications or other document required by the Tenderer for references and successful completion of the work shall be made available upon request. Kindly refer to the drawing attached inside this tender.

3.4 **JOB REQUIREMENTS**

The Tenderer is required to:

Provide Supervisor in charge of the entire work scope specified. The supervisor shall be suitably qualified and highly competent with vast experience in handling similar works. He/She shall be able to manage the work force accordingly and communicate well with the Station Engineer.

Provide sufficient number of highly competent and experienced work force fully committed to the works required.

Provide all equipment and tools required for the work to be successfully performed without any delay.

Make arrangement for all transportation of material, manpower, consumable material, equipment and tools required for the works to the site.

Make good at his/her expense any damages incurred as a result of performing the works at the site.

Maintain the general cleanliness of the working environment at all time. All scrap materials, including old steel plates, shall be transported and dumped at a designated scrap yard outside KEVSB.

(Engineer to add on the details scope of works).

3.5 **WORK COMMENCEMENT AND DURATION**

The proposed timeline for the works is as set out in the table below:-

No.	Activities	Timeline (Date)
1.	Tender Issuance Date	TBA
2.	Tender Closing Date	TBA
3.	Tender Evaluation Complete	TBA
4.	Issuance of PO/LOA	TBA
5.	Completion of the works (tentatively)	TBA

KEVSB reserves the right at its sole and absolute discretion to amend the timetable at any stage. KEVSB may request for an extension of the Tender Validity Period. Such request shall be notified by facsimile and the agreement on such proposed extension is to be confirmed in writing by a letter by the relevant Tenderers prior to the expiry of the original Tender Validity Period.

In view of this, the Tenderer has to properly plan the work program and arranged sufficient resources to meet the required completion target. If necessary, Tenderer is expected to plan for 24 hours a day work program by engaging and utilizing sufficient and committed work force.

The Tenderer shall ensure and put every effort to successfully complete the works within the specified target period. Any extension of the period and its subsequent losses incurred

by the Station as a result of delay in completing the works shall be the responsibility of and be borne by the Tenderer accordingly.

3.6 POWER PLANT'S SAFETY AND SECURITY REQUIREMENTS

The Tenderer shall comply with the regulations, procedures and guidelines with respect to the works according to '**General Safety, Health and Environmental Guidelines for Contractors and Contractors' Workers**' working in Power Station.

The Station CEO or his representative has the right to inspect and/or stop the progress of the works if deemed necessary due to violation of safety procedures and operation.

The Tenderer shall be **fully responsible** for the safety of their workforce and the safekeeping of the material, tools and equipment used for this entire works.

The Tenderer shall be **fully responsible** in providing safety and personal protective equipment (PPE) to their workforce necessary for the entire works. Such equipment includes safety harness, safety helmet, safety shoe, eye protector, glove, etc.

The Tenderer shall be **fully responsible** in ensuring that all their workforce utilize proper safety equipment and adhering to Station Safety Regulations throughout the entire works.

The Tenderer disclaims any liabilities involving injury and/or death to any Tenderer's workforce while carrying out works at the Station.

All entry into the Station are must be vetted by Station Security Staff.

Vehicles entering and leaving work site are subjected to Security checks.

All tools and equipment transported into the Station area must be declared by submitting tools list to Security Officer. Items not listed may be detained when leaving the work site.

3.7 PROVISION AND SUPPLY

The Stations shall supply the following items where applicable:

- i) Electricity supply at 415V and 240V from existing terminals at work site
- ii) Compressed Air Supply.

All other materials, consumable, equipment and tools required for entire works shall be provided by successful Tenderer at their own expense.

3.8 REPORT OF SERVICES AND DOCUMENTATION

On the successful completion and handing over of works to the Station, the successful Tenderer is required to submit these set of documents within 30 days of completion of work:

- i) Daily Inspection/Progress Report.
- ii) The Report shall contain all relevant details, include the following:

- a) Background and general information of tender and scope of works completed, tender title and reference, agreement, commencement and completion dates, list of manpower, tools/equipment, work program, work progress chart, etc.;
- b) The actual work done from start date until completion of works.
- c) Inspection record with all check sheets (if any) or inspection results signed by the KEVSB's representatives; and
- d) Photograph and relevant drawing/sketches showing progress and event of works.
- e) Overall report in **three (3) copied** detailing the job background, scope of works, work program and progress, manpower and equipment list, diagrams and photographs.
- f) Overall report in soft copy (single.pdf file).
- g) KEVSB shall only make full payment on the work done upon receiving the above mentioned reports and full documents which must be to the satisfaction of Station CEO.

3.9

PENALTY

Penalty will be imposed to the successful Tenderer based on the following:

NO.	DESCRIPTION	PENALTY
1	Accident that cause losses to KEVSB	20% of total claim
2	Delay in completion of works (during Outage, etc.)	2% from the contract price or Ringgit Malaysia One Thousand (RM1,000.00) per day (whichever is higher) up to a maximum of ten percent (10%) of the total contract price for the works
3	Contractor's workers are not wearing proper PPE, Uniform, etc.	RM 500.00/incident
4	Contractor's Supervisor not present during the works	RM 500.00/incident
5	Written valid comment/complaint on the execution of works, safety risk, pollution, housekeeping, etc.	RM 500.00/incident
6	Contractor's Workers without NTSP and valid Insurance Cover Note	RM 100.00/person and strictly prohibited to continue the work

3.10

PAYMENTS

Upon successful completion of works, the successful Tenderer shall obtain the signature of the CEO or his authorized Engineer on the Contractor's report sheet to verify all services provided.

The successful Tenderer shall be paid upon satisfactory of completion of the entire works and the submission of correct invoice corresponding to the works.

The successful Tenderer shall be evaluated by the Station upon completion of the entire works through the Contractor Performance Appraisal system. Among the criteria the Contractor shall be evaluated are (where applicable):

- | | |
|------------------------------------|----------------------------------|
| i. Meeting completion target | vi. Material Quality |
| ii. Specification adherence | vii. Workmanship and Skill |
| iii. Safety rules compliance | viii. Equipment / Tools |
| iv. Standard of Supervision | ix. Drawing and Engineering Data |
| v. Co-operation and Responsiveness | x. Safety Practice |
| | xi. Others |

4.0 **TENDER MANDATORY REQUIREMENTS**

The Tenderer is required to comply with the tender mandatory criteria and submit the Scheduled and Appendices listed below with the tender, failing which the tender will not be evaluated:

i) Technical Mandatory Criteria

(TO BE SUBMITTED IN TECHNICAL ENVELOPE)

The Tenderer shall submit the following listed documents for the tender.

1.	Appendix 2	Consent Form Page 87
2.	Schedule A	Work scope
3.	Schedule B	Declaration of Subcontracting Agreement Pricing
4.	Schedule C	Contractor's similar work experiences - Experience at KEV/TNB or IPPs Coal-Fired Power Plant (300 MW/Unit and above) or electrical facilities in Malaysia for similar work. Copy of PO/LOA/Contract to be attached during tender submission. Failure of which, the proposal will not be evaluated. - Tenderer shall register with Suruhanjaya Tenaga (ST) as registered Electrical Contractor (Please attach registered certificate). Failure of which, the proposal will not be evaluated
5.	Schedule D	Biodata of Supervisor and their experiences - The copy of biodata/CV of Supervisor to be submitted during tender submission that has similar experience in carrying out the job and had successfully solved/delivered the said job/work/project. For avoidance of doubt, the supervisor/engineer must be from the bidder's company. - Pencantum Kabel (PK2) and above from Suruhanjaya Tenaga (ST) to carry out the jointing work. (Please attach registered certificate). Failure of which, the proposal will not be evaluated - Penjaga Jentera, Electrical Chargeman (B0 11kV) from Suruhanjaya Tenaga (ST) for supervision. (Please attach registered certificate). Failure of which, the proposal will not be evaluated
6.	Schedule E	Work Schedule/Plan indicating time requirements from start of work until the successful completion of the work. Failure of which, the proposal will not be evaluated
7.	Schedule F	Letter of Material and Workmanship Warranty for 12 months
		Comply with the terms and conditions of the tender documents which include: - Comply with the Instruction To Tenderer (ITT) requirements - Attending the Site Visit (if required)

Tender No : RFQ 19739

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RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE

		iii. Not blacklisted by KEV / TNB / Malakoff and/or have litigation action in any courts of Malaysia iv. Completely fill up the tender document
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iii) Commercial Mandatory Criteria

(TO BE SUBMITTED IN COMMERCIAL ENVELOPE)

1.		Borang Sebutharga
2.	Schedule G	Form of Tender
3.	Schedule H	Schedule of Prices (to be included with breakdown cost)
4.		Please submit recent 3 months Bank Statement (Required for estimated Tender value > RM 500,000.00)
5.		Please submit Tender Bond of RM 25,000.00 (For International Tender Only)
6.		Last 3 years Audited Financial Report (Required for estimated Tender value > RM 5,000,000.00)
7.		Banking/Credit Facilities documents (Required for estimated Tender value > RM 5,000,000.00)

iv) General Mandatory Criteria

(To BE SUBMITTED IN COMMERCIAL ENVELOPE)

8.	Appendix 1(b)	Declaration on application of KEVSB/ TNB's Code of Conduct
9.	Appendix 2	Integrity Pact

Where the format is not given for filling in the Schedules, the Tenderer may use any format he/she wishes as long as all relevant information are clearly provided.

All schedules must be filled up and completed in ink or typed without any alteration. The documents must bear the company name, company stamp, authorized signature, name and designation of the Tenderer. The Tenderer may attach additional sheets of paper (or brochures) if required in addition to those provided. All attachments must be signed and must carry official stamp of the company.

Tender No : RFQ 19739

Tender Title : SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE

(TECHNICAL ENVELOPE)

KAPAR ENERGY VENTURES SDN. BHD. SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION

KAPAR, SELANGOR

SCHEDULE A : WORK SCOPE

MATERIAL AND SERVICES

The scope is including the supply, delivery and or any necessary installation of material as per detailed specifications provided below. The supplier must ensure that all materials are of high quality, free from defects and conform to the specified standards.

NO. ITEM	Description	Quantity	Delivery period	Warranty Period	Acceptance Please (✓)
1.	Provision of all necessary manpower, skilled labor, calibrated specialized tools, and machinery, alongside site setup(mobilization) and cleanup/removal upon completion 1. Mobilization & Demobilization 2. Manpower and Labour 3. Tools, Calibrated specialized equipment	1 lot services	1 month		
2.	<u>Lay Cable Job</u> Route planning, handling, and physical installation/laying of the heavy-duty power cable	500 Meter	1 month		
3.	<u>Cable Jointing Job</u> Performing professional jointing operations using high-voltage cable jointing procedures.	2 Activities	1 month		
4.	<u>Conducting core integrity checks prior to energization</u> 1. Insulation Resistance Test 2. Continuity Test 3. Cable identification 4. Hi-POT test	Lump Sum	1 month		

Authorized signature :

Name :

Designation :

Official Company Stamp

Tender No : RFQ 19739

Tender Title : SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER
RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE

NO. ITEM	Description	Quantity	Delivery period	Warranty Period	Acceptance Please (✓)
5.	<u>Cable Termination</u>	1 Activity	1 month		
6.	<u>On-Site Testing and Commissioning with KEV PIC</u>	1 Activity	1 month		
7	<u>To supply complete jointing Kit 3.3kV 3C 150mmsq power cable suitable for flexible type power cable</u>	2 Sets	1 month		

Authorized signature :

Name :

Designation :



Official Company Stamp

Tender No : RFQ 19739

Tender Title : SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER
RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE

**KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR**

**SCHEDULE B
DECLARATION OF SUBCONTRACTING AGREEMENT PRICING**

- 1) Is the price offered in this proposal based on a subcontracting agreement? If "Yes", please provide the following details:

YES : ☐ NO : ☐

Name of Subcontractor Company	:	
Address of Subcontractor Company	:	
Nature of Subcontracting Agreement	:	
Scope of Work Provided by Subcontractor	:	
Additional Remarks (if any)	:	
Please attach a copy of the subcontracting agreement / letter	:	

Vendor Declaration

I hereby declare that the information provided above is accurate and complete to the best of my knowledge. I understand that any false information or failure to disclose subcontracting arrangements may result in disqualification from the procurement process or termination of the contract.

Authorized signature :

Name :

Designation :

Official Company Stamp

KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR

SCHEDULE C :
PLEASE ATTACH CONTRACTOR’S SIMILAR WORK EXPERIENCES

Contractor’s similar work experiences

1. Experience at KEV/TNB or IPPs Coal-Fired Power Plant (300 MW/Unit and above) or electrical facilities in Malaysia for similar work. Copy of PO/LOA/Contract to be attached during tender submission. Failure of which, the proposal will not be evaluated.

2. Tenderer shall register with Suruhanjaya Tenaga (ST) as registered Electrical Contractor (Please attach registered certificate). Failure of which, the proposal will not be evaluated

DRAFT

Authorized signature :
Name :
Designation :

Official Company Stamp

KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR

**SCHEDULE D :
PLEASE ATTACH BIODATA OF SUPERVISOR AND EXPERIENCES**

Biodata of Supervisor and their experiences

1. The copy of biodata/CV of Supervisor to be submitted during tender submission that has similar experience in carrying out the job and had successfully solved/delivered the said job/work/project. For avoidance of doubt, the supervisor/engineer must be from the bidder's company.
2. Pencantum Kabel (PK2) and above from Suruhanjaya Tenaga (ST) to carry out the jointing work. (Please attach registered certificate). Failure of which, the proposal will not be evaluated
3. Penjaga Jentera, Electrical Chargeman (B0 11kV) from Suruhanjaya Tenaga (ST) for supervision. (Please attach registered certificate). Failure of which, the proposal will not be evaluated

Authorized signature :

Name :

Designation :



Official Company Stamp

KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR

SCHEDULE E :
PLEASE ATTACH WORK SCHEDULE/PLAN INDICATING TIME
REQUIREMENTS FROM START OF WORK UNTIL THE
SUCCESSFUL COMPLETION OF THE WORK

Work Schedule/Plan indicating time requirements from start of work until the successful completion of the work. Failure of which, the proposal will not be evaluated

DRAFT

Authorized signature :
Name :
Designation :



Official Company Stamp

(COMMERCIAL ENVELOPE)

**KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR**

SCHEDULE G : FORM OF TENDER

To:

Managing Director/Chief Executive Officer
KAPAR ENERGY VENTURES SDN. BHD.
Sultan Salahuddin Abdul Aziz Power Station,
Locked Bag 220, 42200 Kapar,
Selangor Darul Ehsan, Malaysia.
Sir,

We hereby offer to SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE with delivery incoterm DDP Sultan Salahuddin Abdul Aziz Power Station, Malaysia, transport to the Site the material in accordance with the Specification Documents, Specification Drawings, Technical Schedules and Price Schedule, and with the drawings hereto and submitted herewith, and to maintain the Works in the manner specified and to perform all the obligations which are to be performed by the Contractor for the sum of equivalent

RM say equivalent Ringgit Malaysia

.....for Offer with no Price Variation, in accordance with the details in the Price Schedule. **The rates and prices quoted shall be considered as the full inclusive rates and prices, including any duties and taxes (SST, Withholding Tax, etc.)**

And we hereby undertake to start delivery of the material described in the Specification to the Site within a period of weeks/months from the date of your instructions to proceed with the manufacturing works.

The particulars and prices in the Schedules have been duly filled in by us so as to show the calculations on which this Tender is based and in accordance with which we agree to execute additional works and to have deductions made for Works omitted.

And we further undertake, in the event of this Tender being accepted, to execute the project within the time frame mentioned, and the installation and equipment shall be under our warranty for months.

And we further agree, in the event of our failure to execute such Contract within the stipulated time of its being left for execution at the address given below, that any acceptance of this Tender may be revoked by the Purchaser without prejudice to any other rights or remedies which he may have in respect of such failure.

Dated this day of, 2026

Signed :

Name :

Designation :

Address :

Company's Seal :

Tender No : RFQ 19739

Tender Title : SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER
RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE

**KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR**

SCHEDULE H : SCHEDULE OF PRICES

The rates and prices quoted shall be considered as the full inclusive rates and prices, including any duties and taxes (SST, Withholding Tax, etc.)

SERVICES (T1)

NO. ITEM	Description	Quantity	Unit Price	Price
1.	Provision of all necessary manpower, skilled labor, calibrated specialized tools, and machinery, alongside site setup(mobilization) and cleanup/removal upon completion 4. Mobilization & Demobilization 5. Manpower and Labour 6. Tools, Calibrated specialized equipment	1 lot services		
2.	<u>Lay Cable Job</u> Route planning, handling, and physical installation/laying of the heavy-duty power cable	500 Meter		
3.	<u>Cable Jointing Job</u> Performing professional jointing operations using high-voltage cable jointing procedures.	2 Activities		
4.	<u>Conducting core integrity checks prior to energization</u> 5. Insulation Resistance Test 6. Continuity Test 7. Cable identification 8. Hi-POT test	Lump Sum		
5.	<u>Cable Termination</u>	1 Activity		

Authorized signature :

Name :

Designation :

Official Company Stamp

Tender No : RFQ 19739

Tender Title : SVS-FME-0826-TO REPLACE, INSTALL, TESTING AND COMMISSIONING STACKER RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE

NO. ITEM	Description	Quantity	Unit Price	Price
6.	<u>On-Site Testing and Commissioning with KEV PIC</u>	1 Activity		
7	<u>To supply complete jointing Kit 3.3kV 3C 150mmsg power cable suitable for flexible type power cable</u>	2 Sets		
Total Price (RM)				
SST 8%				
Total Price With SST 8% (RM)				

MATERIAL (T2)

NO. ITEM	Description	Quantity	Unit Price	Price
1.	<u>To supply complete jointing Kit 3.3kV 3C 150mmsg power cable suitable for flexible type power cable</u>	2 Sets		

TOTAL SERVICE (T1) (RM)	
TOTAL MATERIAL (T2) (RM)	
GRAND TOTAL (RM)	

Authorized signature :

Name :

Designation :



Official Company Stamp

Appendix 1(b)

Declaration on application of KEVSB/ TNB's Code of Conduct

- We will comply with all legislations, regulations and statutory requirements relating to the provision of the products/services to KEVSB/TNB;
- We are not related (e.g., common shareholders, Board members, senior management) to any of the other Suppliers/Contractors participating in the same bid;
- We will not conspire or collude with other Suppliers/Contractors or agents when participating in a bid;
- We are duly authorised/certified provider of the products/services and shall not, expressly or impliedly hold themselves out to be an agent/representative of a third party service provider for similar products/services;
- We will at all times supply products that are certified to be of merchantable and satisfactory quality;
- We possess and utilise the necessary capabilities, equipments and suitable place of business to perform their obligations;
- We shall not totally subcontract the works/services;
- We shall maintain the highest standards of integrity and quality of work at all times.

If the Suppliers/Contractors are companies with Bumiputera status, the Suppliers/Contractors undertake that:

- The majority (at least 51%) of shareholding/equity are Bumiputera;
- The majority (at least 51%) of their employees are Bumiputeras;
- Key positions in the Suppliers'/Contractors' organization, such as the Chief Executive Officer, the Chief Operating Officer, the Managing Director, the General Manager or the Chief Financial Officer or any other such person responsible for finance are held by Bumiputeras; and/or
- All other guidelines that determine a company's qualification for Bumiputera status are complied with.

On behalf of the company.

Signature:

Name:

NRIC/Passport No:

Position:

Company name:

Company Registration No:



Official Company Stamp

Appendix 2

INTEGRITY PACT

Kapar Energy Ventures Sdn. Bhd. Integrity Pact

We acknowledge the commitment of Kapar Energy Ventures Sdn. Bhd. (KEVSB), to ethical business, and hereby undertake to act with integrity in all our dealings with KEVSB. We express our commitment by undertaking the following:

- 1) We shall perform all contractual obligations professionally and ethically;
- 2) We shall comply with KEVSB's code of business conduct & ethics and applicable policies, procedures and guidelines at all times;
- 3) We shall not conspire or collude with other companies;
- 4) We shall not disclose details of the tender/contract to any party without prior written consent from the Procurement Section of KEVSB;
- 5) If any products or part thereof are produced from a third party, we shall not present such products as our own without disclosing the third party;
- 6) We shall not give, offer or promise any kind of bribe, reward or other form of 'gratification' (as defined in Section 3 of the Malaysian Anti-Corruption Commission Act 2009) to an employee, agent, director or other representative of KEVSB in relation to this or any other tender/contract with KEVSB, at any stage of the tender/contract;
- 7) We shall expeditiously report to the Malaysian Anti-Corruption Commission and/or to a senior officer of KEV if an employee, agent or director of KEVSB requests for any form of gratification at any stage of tender/contract; and
- 8) We shall inform and ensure that our employees, agents, director and other representatives of our company comply with these requirements.

If we are found to be in breach of the above, or to have undertaken any other unlawful or illegal activities in relation to this tender/contract, we agree that the following actions shall be taken:

- 1) KEVSB shall immediately terminate the tender/contract without any cost, penalty or liability to KEVSB; and/or
- 2) Our company and its directors shall be blacklisted from participating in KEVSB's future procurement activity; and/or
- 3) We shall indemnify KEVSB, its officers, employees, servants and agents against any claims, losses or damages arising from such breach or from such unlawful or illegal activities.

On behalf of the company.

Signature:

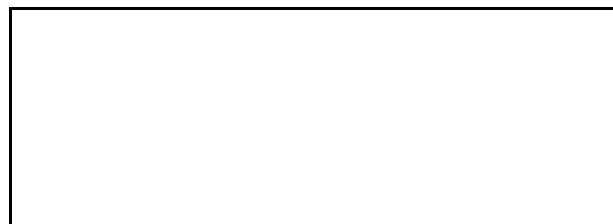
Name:

NRIC/Passport No:

Position:

Company name:

Company Registration No:



Official Company Stamp

Appendix 3

KAPAR ENERGY VENTURES SDN BHD

RECOMMENDED MINIMUM POLICIES COVER SHOULD BE IN PLACE FOR PROJECTS
WITH KEV

TYPE OF JOBS	APPROPRIATE POLICIES	
	INTEREST PARTIES - WORKERS	INTEREST PARTIES – CONTRACTORS AND/OR KEV
1. Cleaning services	Workmen Compensation (with a minimum common law limit of RM 1 million)	Public Liability (with a minimum limit of RM 1 million any one claim and unlimited any one period)
2. Erection of scaffolding	Workmen Compensation (with a minimum common law limit of RM 1 million)	- Comprehensive General Liability (with a minimum limit of liability of RM 1 million and extension to cover Principal Surrounding Properties) - Public Liability (with a minimum limit of RM 1 million any one claim and unlimited any one period) or - Erection/Contractors' All Risks – Section 2) for each PO/PR (with a minimum limit of RM 1 million any one claim and unlimited any one period)
3. Construction of new plant/building	Workmen Compensation (with a minimum common law limit of RM 1 million)	- Contractors' All Risks (with additional cover – Principal Surrounding Properties with a minimum sum insured of RM 2 million) - Marine Cargo – for transportation (all risks cover)
4. Installation/replacement of equipment or part of an equipment	Workmen Compensation (with a minimum common law limit of RM 1 million)	- Erection All Risks (with additional cover – Principal Surrounding Properties with a minimum sum insured of RM 2 million) - Marine Cargo – for transportation (all risks cover)
5. Repair to rooms, buildings	Workmen Compensation (with a minimum common law limit of RM 1 million)	Contractors' All Risks (with additional cover – Principal Surrounding Properties with a minimum sum insured of RM 2 million)
6. Repair to existing equipment eg overhaul of pumps, motors, transformer tap changers	Workmen Compensation (with a minimum common law limit of RM 1 million)	Erection All Risks (with additional cover – Principal Surrounding Properties with a minimum sum insured of RM 2 million)

7. Servicing/Calibration of sensors, analysers, protection relays	• Workmen Compensation (with a minimum common law limit of RM 1 million)	• Comprehensive General Liability (with a minimum limit of liability of RM 1 million and extension to cover Principal Surrounding Properties) • Public Liability (with a minimum limit of RM 1 million any one claim and unlimited any one period) • Professional Liability policy (with a minimum limit of liability of RM 1 million) – if the contractors already have their annual policy, proof of insurance and confirmation that their policy is still effective must be obtained. Verification must be made to ensure minimum clauses/ extensions are included. • Erection/Contractors' All Risks – Section 2 (with a minimum limit of RM 1 million any one claim and unlimited any one period)
8. Modification of control and IT system at software levels.	• Workmen Compensation (with a minimum common law limit of RM 1 million)	• Comprehensive General Liability (with a minimum limit of liability of RM 1 million and extension to cover Principal Surrounding Properties) • Public Liability (with a minimum limit of RM 1 million any one claim and unlimited any one period)or • Erection/Contractors' All Risks – Section 2 (with a minimum limit of RM 1 million any one claim and unlimited any one period) • Professional Liability policy (with a minimum limit of liability of RM 1 million) – if the contractors already have their annual policy, proof of insurance and confirmation that their policy is still effective must be obtained. Verification must be made to ensure minimum clauses/ extensions are included.
9. Professional services render to do study or assessment or any work require professional services (engineers, architects etc) and does not involve much of physical work i.e. boiler assessment, hydrographic study etc)	• Workmen Compensation (with a minimum common law limit of RM 1 million)	• Professional Liability policy (with a minimum limit of liability of RM 1 million) – if the contractors already have their annual policy, proof of insurance and confirmation that their policy is still effective must be obtained. Verification must be made to ensure minimum clauses/ extensions are included.
10. Stevedoring services	• Workmen Compensation (with a minimum common law limit of RM 1 million)	• Stevedores' Liability insurance (with a minimum limit of liability of RM 1 million)

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**KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR**

**5.0 CHECKLIST TENDER EVALUATION MANDATORY CRITERIA (GENERAL, TECHNICAL
AND COMMERCIAL)**

		TECHNICAL MANDATORY CRITERIA			
NO		MANDATORY CRITERIA DESCRIPTION (<u>MUST ATTACHED DURING SUBMISSION OF TENDER</u>)	PAGE	REQUIRED IN TENDER REMARK FROM KEYSB (Engineer to decide the requirement)	REMARK FROM TENDERER
1	Appendix 2	Consent Form	1-5	YES	
2	Schedule A	Work Scope Fulfills tender technical requirements without any exceptions or changes	94-95	YES	
3	Schedule B	Declaration of subcontracting agreement pricing	96	YES	
4	Schedule C	Contractor's similar work experiences 1. Experience at KEV/TNB or IPPs Coal-Fired Power Plant (300 MW/Unit and above) or electrical facilities in Malaysia for similar work. Copy of PO/LOA/Contract to be attached during tender submission. Failure of which, the proposal will not be evaluated. 2. Tenderer shall register with Suruhanjaya Tenaga (ST) as registered Electrical Contractor (Please attach registered certificate). Failure of which, the proposal will not be evaluated	97	YES	

Tender No : RFQ 19739

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5.	Schedule D	Biodata of Supervisor and their experiences 1. The copy of biodata/CV of Supervisor to be submitted during tender submission that has similar experience in carrying out the job and had successfully solved/delivered the said job/work/project. For avoidance of doubt, the supervisor/engineer must be from the bidder's company. 2. Pencantum Kabel (PK2) and above from Suruhanjaya Tenaga (ST) to carry out the jointing work. (Please attach registered certificate). Failure of which, the proposal will not be evaluated 3. Penjaga Jentera, Electrical Chargeman (BO 11kV) from Suruhanjaya Tenaga (ST) for supervision. (Please attach registered certificate). Failure of which, the proposal will not be evaluated	98	YES	
6.	Schedule E	Work Schedule/Plan indicating time requirements from start of work until the successful completion of the work. Failure of which, the proposal will not be evaluated	99	YES	
		Comply with the terms and conditions of the tender documents which include: i. Comply with the Instruction To Tenderer (ITT) requirements ii. Attending the Site Visit (if required) iii. Not blacklisted by KEV / TNB / Malakoff and/or have litigation action in any courts of Malaysia iv. Completely fill up the tender document			

Tender No : RFQ 19739

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RECLAIMER C 3.3 kV FLEXIBLE POWER CABLE

	COMMERCIAL MANDATORY CRITERIA				
NO	MANDATORY CRITERIA DESCRIPTION		PAGE	REQUIRED IN TENDER REMARK FROM KEVSB (Compulsory if the criteria is met)	REMARK FROM TENDERER
7	Borang Sebutharga		1-5	YES	
8	Schedule G	Form of Tender	100	YES	
9	Schedule H	Schedule of Price	101- 102	YES	
10	Please submit recent 3 months Bank Statement (Required for estimated Tender value > RM 500,000.00)			NO	
11	Please submit Tender Bond of RM 25,000.00 (For international tender only)			NO	
12	Last 3 years Audited Financial Report (Required for estimated Tender value > RM 5,000,000.00)			NO	
13	Banking/Credit Facilities documents (Required for estimated Tender value > RM 5,000,000.00)			NO	
14	Submission of Prices (in MYR)			YES	
15	Declaration on application of KEVSB/ TNB's Code of Conduct.		103	YES	
16	Integrity Pact		104	YES	

..

PANDUAN AM UNTUK MENYERTAI TENDER/SEBUTHARGA

KAPAR ENERGY VENTURES SDN BHD (KEV) mempelawa syarikat-syarikat yang berdaftar dengan KEV atau pun Perbendaharaan Malaysia / CIDB bagi kategori yang berkaitan bagi tender pembekalan barang-barang atau perkhidmatan tertakluk kepada butir-butir seperti yang terkandung di dalam BORANG TENDER.

Pelawaan tender ini adalah terikat dengan "Standard & General Condition of Contract" dan syarat-syarat khas / tambahan jika dinyatakan.

1. DOKUMEN TENDER, LAWATAN TAPAK, TARIKH TUTUP TENDER DAN TEMPOH SAHLAKU TENDER

- Petender wajib menghadiri lawatan tapak (sekiranya ada) seperti dinyatakan di muka hadapan dokumen tender. Sila berada di tempat yang dinyatakan 10 minit sebelum masa lawatan tapak bermula.
- Dokumen tender hendaklah di perolehi terlebih dahulu sebelum hadir lawatan tapak
- Alat Pelindung keselamatan (PPE) yang sesuai seperti kasut keselamatan, topi keselamatan hendaklah di pakai semasa menghadiri lawatan tapak. Kegagalan mematuhi syarat-syarat ini boleh menyebabkan wakil syarikat tidak dibenarkan menyertai lawatan tapak dan tender ini.
- Tarikh tutup tender bagi penerimaan tender-tender ialah pada jam **12.00 tengahari**
- Tender-tender yang diterima lewat daripada waktu dan tarikh yang ditetapkan tidak akan diberi pertimbangan. Tempoh sahlaku tender ialah **120 hari** daripada tarikh tutup tender.
- Tawaran tender ini hendaklah tetap
- Petender wajib menghadiri lawatan tapak (sekiranya ada) seperti dinyatakan di muka hadapan dokumen tender.

2. HARGA TAWARAN

- Petender dikehendaki menawarkan harga dalam matawang **Ringgit Malaysia** sahaja.
- Untuk memudahkan urusan Kastam, impot hendaklah dibuat atas nama KEV.
- Harga yang dinyatakan di dalam Jadual Harga dan Surat Tawaran / Perjanjian adalah dianggap sebagai Harga Rasmi dan muktamad yang ditawarkan oleh petender
- Petender tidak dibenar untuk menawar sebarang diskaun. Sebarang bentuk diskaun yang ditawarkan tidak akan dipertimbangkan dan menyebabkan tender ditolak
- Harga yang ditawarkan adalah bersih termasuk semua cukai dan duti, kos pengurusan, insuran dan Pengangkutan ke tempat serahan: Stor Utama, SJ Sultan Salahuddin Abdul Aziz, Kapar, kecuali dinyatakan sebaliknya.
- Kos untuk Duti setem perlu ditanggung sepenuhnya oleh syarikat yang dianugerahkan kontrak

3. SETUJUTERIMA

- KEV berhak menyetujui tender sama ada kesemuanya atau sebahagiannya.
- KEV tidak terikat menyetujui tender yang paling terendah atau mana-mana tender.
- KEV akan memberi notis bertulis menyetujui tender kepada petender yang dipilih.
- Keputusan setuju tender adalah muktamad. Sebarang surat-menyurat mengenai keputusan setuju tender tidak akan dilayan.
- Notis itu boleh mengandungi syarat-syarat kontrak sebagai tambahan kepada syarat-syarat atau sebagai pengubahsuaian syarat-syarat yang dilampirkan bersama ini dan sekiranya demikian tender itu tidaklah boleh disifatkan sebagai dipersetujui sehingga pengesahan bertulis daripada petender menyatakan bahawa syarat-syarat tambahan atau yang diubahsuai itu adalah diterima.
- Apabila dipersetujui, maka suatu kontrak hendaklah disifatkan sebagai telah dibuat di antara KEV dengan petender mengikut syarat-syarat kontrak yang dilampirkan (termasuk syarat-syarat khas/tambahan jika ada dan tidak ada apa-apa perjanjian atau syarat lain walaupun dari apa jenis pun boleh disifatkan sebagai termasuk dalam kontrak ini.
- Sekiranya kontrak dimenterai, petender yang disetujui tender dikehendaki memberi Bon perlakuan dalam bentuk Cashier's Order, Deraf Bank atau Jaminan Bank yang berdaftar di Malaysia yang diluluskan untuk memastikan kontrak dilaksanakan mengikut syarat-syarat dalam kontrak:
 - Bagi kontrak yang tidak melebihi RM 250,000.00, Bon Perlakuan yang diperlukan ialah pada kadar 2.5% dari jumlah kontrak.

- Bagi kontrak yang melebihi RM 250,000.00, Bon Perlakuan yang diperlukan ialah pada kadar 5.0 % dari jumlah kontrak.

4. PEMATUHAN PERATURAN KESELAMATAN DAN ALAM SEKITAR.

- Petender hendaklah memastikan bahawa segala Peraturan keselamatan & Alam Sekitar yang ditetapkan oleh pihak KEV dipatuhi sepenuhnya.

SILA RUJUK LAMPIRAN A

5. JAMINAN KUALITI

- Barang-barang yang ditawarkan mestilah barang tulen sebagaimana yang dinyatakan didalam spesifikasi. Seajar dengan itu, petender adalah dikehendaki menyatakan butir-butir punca bekalan dan mengemukakan dokumen, katalog, lukisan, surat jaminan atau surat pelantikan/pengesahan yang dikeluarkan oleh pihak pengeluar.
- Petender hendaklah membuktikan bahawa mereka mempunyai pengalaman, berpengetahuan serta mempunyai kakitangan yang cukup untuk menawarkan pembekalan barangan berkaitan dengan tender ini. Sebarang surat akuan yang ada hendaklah disertakan bersama-sama tender ini.

6. CONTOH

Sekiranya tidak dinyatakan, petender-petender akan dihubungi selepas tarikh tutup tender apabila contoh-contoh diperlukan semasa penilaian. Contoh hendaklah dari kualiti dan spesifikasi yang diperlukan dan merupakan kualiti yang dibekalkan. Contoh-contoh hendaklah disokong dengan bukti kilang pembuatnya, serta piawai berkenaan. Pembekalan contoh-contoh adalah pembiayaan petender sendiri. Walaupun bagaimanapun penerimaan contoh tidak boleh ditarifik sebagai penerimaan tawaran.

7. KUANTITI OPSYENAL

Petender yang disetujui tender mungkin diperlukan untuk menandatangani kontrak pembekalan dengan KEV berdasarkan kuantiti tetap yang ditentukan. Diakhir tempoh kontrak, pesanan perubahan berdasarkan harga seunit kuantiti tetap akan dikeluarkan untuk memesan kuantiti opsyenal sehingga 20% daripada kuantiti tiap-tiap benda yang dipesan jika diperlukan. KEV tidak terikat untuk memesan kuantiti opsyenal.

8. PENOLAKAN TAWARAN

SILA RUJUK LAMPIRAN B

9. GANTIRUGI BERES

Pembekal yang tidak memenuhi/menepati jadual/jadual-jadual serahan yang telah dipersetujui akan menyebabkan tindakan-tindakan seperti berikut diambil.

- Pemotongan sebahagian daripada harga pesanan sebagai gantirugi beres sebanyak RM1000 sehari atau 2% sebulan mana satu yang lebih tinggi sehingga 10% maksimum nilai harga bagi kuantiti yang lewat dibekalkan mulai daripada tarikh serahan yang ditetapkan., dan/atau
- Pembekal membayar perbezaan harga bagi pesanan/pesanan-pesanan yang dikeluarkan kepada sebarang pembekal/pembekal-pembekal lain yang dipilih oleh KEV untuk mendapatkan benda/benda-benda yang gagal dibekalkan, dan/atau
- Sekiranya KEV telah berpuas hati bahawa syarikat berkenaan telah gagal membuat serahan atau dan tidak berkemampuan untuk menunaikan pesanan tanpa sebarang alasan yang difikirkan menasabah oleh KEV, KEV berhak mengambil tindakan untuk menggantung Pendaftaran Syarikat berkenaan untuk tempoh yang akan ditetapkan mengikut budibicara KEV dan Deposit Cagaran akan dilepaskan.

10. PROCUREMENT CODE OF CONDUCT & INTEGRITY PACT

- Petender hendaklah memastikan bahawa segala prinsip dan polisi dalam Procurement Code of Conduct TNB seperti dalam **Lampiran C** yang digunakan di KEV harus dipatuhi dan menandatangani dokumen deklarasi seperti di **Lampiran C (1)**.
- Petender hendaklah menandatangani *Integrity Pact (legal agreement between KEV and the Tenderer to act according to an agreed set of practices, in order to prevent bribery arising during their commercial interactions)* seperti di **Lampiran C (2)**.
- KEV berhak menjalankan siasatan sekiranya petender didapati atau disyaki melanggar mana-mana syarat yang termaktub di dalam *Integrity Pact* tersebut.

11. INSURAN

Petender dikehendaki menyediakan insuran bagi kontrak yang berkaitan.

11. PEMBAYARAN

Pembayaran tidak akan dibuat selagi pembekalan diselesaikan sepenuhnya melainkan serahan berperingkat yang telah dipersetujui.

12. PANDUAN MENGISI BORANG-BORANG TENDER

Petender dikehendaki menyerahkan butir-butir berikut :

- Keterangan Petender
- Borang Tender
- Lain-Lain dokumen sokongan perihal syarikat, spesifikasi, dan sebagainya.

Petender-Petender dikehendaki mengisi dengan lengkap dan kemas kesemua borang-borang yang disediakan.

- Jika ruangan yang disediakan tidak mencukupi petender dibenarkan memberi maklumat maklumat itu di dalam lampiran berasingan.
- Setiap mukasurat tawaran mestilah ditandatangani beserta dengan **cop syarikat petender**.
- Sebarang pindaan dan pembatalan di dalam borang-borang hendaklah ditandatangani ringkas dan bertandatangan oleh petender. **Penggunaan cecair pemadam tidak dibenarkan.**
- Sekiranya terdapat kesilapan dalam pengiraan harga, KEV adalah berhak untuk memperbetulkan kesilapan pengiraan tersebut dan mengambil samada: harga berdasarkan hasil kiraan harga seunit ataupun jumlah harga yang dinyatakan di dalam tender, **yang mana lebih rendah** untuk tujuan penentuan tender. KEV juga berhak untuk menolak tender tersebut secara keseluruhan ataupun sebahagiannya sahaja.
- KEV berhak untuk membuat pindaan kepada sebarang kesilapan aritmetik dalam tender. Petender dikehendaki membetulkan perkara yang sama tetapi petender tidak dibenarkan mengubah kadar unit dalam Bil Kuantiti harga dokumen tender.
- KEV berhak menolak mana-mana tender yang mengandungi percanggahan dan ralat aritmetik nilai di luar julat (+/-) 0.5%. Oleh itu, petender hendaklah memastikan semua pengiraan adalah betul sebelum mengemukakan tendernya"
- Sekiranya petender mempunyai sebarang keraguan terhadap maksud bagi mana-mana bahagian spesifikasi, beliau dibolehkan menyatakan sebagai lampiran mengenai tafsiran yang beliau maksudkan sewaktu mengemukakan tender KEV, walau bagaimana pun pretender adalah dilarang untuk mengubah sebarang syarat di bawah 'Standard & General Condition of Contract' yang terlampir dan mengubah tender dokumen.

13. SERAHAN TENDER

Borang-borang yang telah diisi dengan lengkap hendaklah dimasukkan ke dalam sampul surat yang beraktri dan ditanda pada bahagian atas sampul surat itu dengan butir-butir berikut:

No.Tender :

Tajuk Tender:

Tarikh Tutup :

PETI TENDER

KEV

Stesen Janaelektrik Sultan Salahuddin Abdul Aziz
Peti Surat 220, 42200 Kapar Selangor

14. PROSEDUR PEMBELIAN DOKUMEN TENDER

- Syarikat yang berminat untuk menyertai sebarang tender atau sebutbarga hendaklah memastikan telah berdaftar terlebih dahulu dengan KEV dalam bidang yang berkaitan.
- Penjualan Naskah Tender hanya boleh dilaksanakan jika syarikat tuan/puan telah mematuhi syarat-syarat seperti di atas
- Dokumen tender boleh dibeli melalui laman web Kapar Energy Ventures Sdn Bhd (<https://www.kaparenergy.com.my/tender/>).
- Dokumen tender hanya boleh dibeli secara online dan tidak akan dijual di kaunter. Hanya pembelian dokumen tender melalui laman web sahaja dibenarkan dan diproses.

**GENERAL SAFETY, HEALTH AND ENVIRONMENTAL GUIDELINES SJ SULTAN SALAHUDDIN ABDUL
AZIZ, KAPAR ENERGY VENTURES SDN BHD**

1) PURCHASING OF MATERIALS

- a) Purchasing of material inclusive chemical, spare-part, machine and all other items shall be also considered based on impact to safety, health or environment.
- b) Material Safety Data Sheet (MSDS) or Chemical Safety Data Sheet (CSDS) both in English and Bahasa Malaysia (if applicable) must be supplied to KEV for any purchasing of chemical or lubricant.
- c) Purchasing of machine or other items shall be that of safe to operation, human and environment. It shall include safety and environment features such as machine guarding, spillage contaminant and others where applicable.
- d) Contractor/Supplier shall ensure that every packaging of chemicals is labeled clearly as per Occupational Safety and Health Act and Regulation (Classification, Packaging and Labeling of Hazardous Chemicals Regulations 1997).

2) ENGAGING SERVICES

a) Environment, health and safety requirement.

- i. Contractor/Supplier shall, upon request, submit the company's health and safety policy together with the submission of the tender document (if the number of the contract workers that required for relevant jobs is more than 5 people).
- ii. Contractor/Supplier is to adhere to the KEV Rules and Regulations at all times. All Laws, Regulations and Ordinances issued by the Government of Malaysia regarding environment, safety and health must be abided on KEV's premises. In addition, any rule, which may be issued by KEV from time to time, must be strictly complied with. Verbal warning shall be given to contractors/contract workers who fail to follow the rules. Ignorance to follow the rules is not an excuse. Infringement shall result in penalty payable through deduction of contract value or tantamount to dismissal of the Contractor/Supplier from KEV's premises. Examples of offences where penalty can be imposed are as follows:

NO	OFFENCE	PENALTY
1.	Smoking at non-gazette area (e.g.: distillate tank area, gas turbine hall, near Gas Reducing Station)	Expulsion from site
2.	Stealing (e.g.: station materials, tools)	
3.	Working without permit	
4.	Littering	Warning OR penalty RM100 Per offence charged to the company
5.	Working without proper attire and Personal Protective Equipment	
6.	Parking at undesignated car park	
7.	Urinating in undesignated area	
8.	Unauthorized vehicle	

- iii. The Contractor/Supplier shall be responsible for the safety of his men and safe keeping of the materials, tool and equipment. After finishing each working day, tools, equipment and materials are to be stored safely. KEV is not responsible for any loss or damage.
- iv. The Contractor/Supplier shall provide his workers with suitable Personal Protective Equipment relevant to the work being carried out (eg. safety harnesses, boots, masks, helmet, ear protection, goggles, hand gloves etc). The Contractor/Supplier is deemed to be familiar with the use of all special equipment required for his work and shall ensure the availability of such equipment.
- v. KEV's Chief Executive Officer or his representative find-the Contractor/Supplier and or his workers violating safety rule and regulation, he reserves the right to stop work deemed to be carried out in an unsafe manner. Such work will not be allowed to resume until safety requirement are fully met.
- vi. The Contractor/Supplier shall provide the Hazard Identification Risk Assessments Risk Control (HIRARC) to comply with KEV's OHSAS 18001- 2007 requirement.
- vii. In case of any accidents, Contractor/Supplier shall report to Chief Executive Officer or his representative or the Supervising Engineer. The first aid or emergency treatment can be made available to the Contractor's/Supplier's men involve at the nearby first aid facilities or dispensary. The victim however must

be sent to the nearest hospital or clinic by the Contractor/Supplier after first aid had been rendered and an accident report shall be submitted to the Head of Safety Department.

- viii. In case of emergency, Contractor/Supplier shall call KEV Emergency Number 555 for immediate assistance.
- ix. KEV disclaims any liabilities involving injury and or death to any Contractor's/Supplier's men while carrying out work at the KEV.

b) Security Measures

- i. Entry into the KEV premises be vetted by Security Officer.
- ii. Vehicles entering and leaving worksite is subjected to Security checks.
- iii. All tools brought in must be declared by submitting tools list to Security Officer. Items not listed may be detained when leaving worksite.
- iv. Vehicles must be parked in designated areas.
- v. Contractor's workers are not allowed to wander beyond the area of work.
- vi. Contractor/Supplier wishes to take materials out of the KEV premises must fill in the appropriate permit form, which must be signed by the Section Manager or his representative.

c) Contractor Work's Supervisor and Staffs

- i. Contractors Work Supervisor :
The Contractor/Supplier is required to nominate a qualified Supervisor who shall be present at all time, within the scope of this tender is being carried out. His duties would include being in full charge of his men ensuring compliance with all contractual provisions and liaising with other parties and KEV staff who are directly or indirectly involve with this work. He must be fluent in Bahasa Malaysia or English and has a sound background in all aspects of work required under this tender. Upon request, his bio-data, including jobs experience and expertise must be submitted with the tender proposal.

d) Contractor Staff

- i. Contractor/Supplier shall indicate number of staff required for the job. The staff employed for this job shall not be allowed to do multiple job in the station.
- ii. Security Passes: All Contractor/Supplier and their man are required to wear the security passes all the time while entering or working in the station premises.
- iii. The Contractor/Supplier required to attend environment, health and safety briefing prior to commence of the work. The Contractor/Supplier shall arrange with Safety Section for the environment, health and safety briefing through station's supervisor. KEV will issue a safety briefing card that valid and renewable after 6 months.

3. SAFETY COMPLIANCE BY CONTRACTOR/SUPPLIER DURING IMPLEMENTING SERVICES

- 1) To cordon off work area prior to commencing work to the satisfaction of the Station Management and/or Representative.
- 2) To ensure all workers wear suitable Personal Protection Equipment so as to prevent accidents.
- 3) Employers must ensure that all employees contributed to SOCSO.
- 4) To ensure all foreign workers insured by Foreign Workers Insurance Scheme
- 5) To exercise extreme care when carrying out high risk activity (eg. excavation works, heavy lifting, working at height or working with live energy).
- 6) To erect scaffolding and install planks in safe manner to prevent mishaps.
- 7) All handling with radiographic material must conform to procedures set by Atomic Energy License Board.
- 8) The workers required to wear uniform displaying the company name or logo.
- 9) Contractor/Supplier shall comply with DOSH Code of Practice for Confined Space 2010 if there are any works to do in Confined Space areas. Contractors/Suppliers required to supply adequate number of staff employed for this job shall have Authorized Gas Tester & Entry Supervisor and Authorized Entrance & Standby Person cards.
- 10) The Contractor/Supplier shall comply with regulations, procedures and guidelines with respect to works in KEV from time to time.

PERKARA 8 - PENOLAKAN TAWARAN

8. PENALTIES

8.1.1 Penalties for Withdrawing After Tender Closing

- i) Vendors who withdrew after a tender is closed shall be penalized as follows:

No	Offence	Penalties
1	1 st Offence	Warning letter or up to 6 months suspension
2	2 nd Offence	6 months to 1 year suspension
3	3 rd Offence	1 to 2 years suspension or vendor is deregistered and blacklisted from participating in future tender.

8.1.2 Penalties for Rejection of Award

- i) Vendors who withdraw after a tender was awarded and the validity has not expired shall be penalised as follows;

No	Offence	Penalties
1	1 st Offence	Up to 1 year suspension
2	2 nd Offence	1 to 3 years suspension
3	3 rd Offence	Deregistered

8.1.3 Penalties for Non-Performance of Contract/Purchase Order

- i) Action for non-performance shall be taken according to the agreed terms and conditions of the contract.
- ii) Non-performing Contractors or Supplier shall be subjected to further penalties as follows:

No	Offence	Penalties
1	1 st Offence	Up to 1 year suspension
2	2 nd Offence	1 to 2 years suspension
3	3 rd Offence	Deregistered

- iii) for companies that have been de-registered, the directors and the majority shareholders shall also be blacklisted to ensure that they do not form another company to participate in the future procurement exercises; and/ or
- iv) The Approving Authority to suspend, blacklist or de-register shall be the **Vendor Investigation Committee**.

Pengesahan Penerimaan TNB's Code of Conduct

Sila ambil maklum bahawa semua pembekal/kontraktor di Kapar Energy Ventures Sdn. Bhd., ("KEV"), harus mematuhi segala prinsip dan polisi dalam Procurement Code of Conduct TNB yang digunapakai di KEV.

Oleh yang demikian, pembekal/kontraktor perlu membaca dan memahami Procurement Code of Conduct TNB seperti yang dilampirkan.

Pengesahan penerimaan Procurement Code of Conduct TNB ini perlu diserahkan kepada pihak Perolehan KEV.

Tandatangan:

Nama:

NRIC/Passport No:

Jawatan:

Nama syarikat:

Tarikh:



Official Company Stamp

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