



KENYATAAN PENGIKLANAN TAWARAN SEBUTHARGA TNB/YTN 16/5/1 BIL. 123/2024


TAJUK : PELANTIKAN EJEN KUTIPAN HUTANG YAYASAN TENAGA NASIONAL (YTN) BAGI TAHUN KEWANGAN 2025.

Tarikh dibuka : 20 Januari 2025

NO. TAWARAN	KETERANGAN	SYARAT-SYARAT KELAYAKAN SYARIKAT	HARGA DOKUMEN	TARIKH TUTUP
TNB/YTN 16/5/1 BIL 123/2024	PELANTIKAN EJEN KUTIPAN HUTANG YAYASAN TENAGA NASIONAL (YTN) BAGI TAHUN KEWANGAN 2025	1) Syarikat berstatus Bumiputra 2) Berdaftar dengan Kementerian Kewangan. (KK) 3) Berdaftar dengan TNB (Kod 221105)	RM 0.00 Dokumen boleh diperolehi di :- YAYASAN TENAGA NASIONAL Aras 1, Blok BB Universiti Tenaga Nasional Jalan IKRAM - UNITEN 43000 Kajang, Selangor Semua urusan adalah semasa waktu pejabat	Tarikh tutup permohonan :- 6 Februari 2025 (Khamis), jam 12.00 tengahari. Tempat serahan dokumen :- Peti Tender Yayasan Tenaga Nasional Aras 1, Blok BB Universiti Tenaga Nasional Jalan IKRAM - UNITEN 43000 Kajang, Selangor

Arahan-arahan yang perlu dipatuhi adalah seperti berikut :-

- 1) Sila bawa sijil Status Bumiputra, Kementerian Kewangan dan sijil TNB yang asal semasa pengambilan dokumen tawaran sebutharga.
- 2) Sila sertakan salinan sijil-sijil yang dimiliki oleh syarikat yang masih sah laku semasa menghantar dokumen tawaran sebutharga.
- 3) Sila pastikan anda telah menulis nombor tawaran sebutharga pada sebelah atas kiri sampul surat serta alamat yang lengkap dan jelas.
- 4) Sebarang pindaan yang dibuat pada borang sebutharga dan tawaran hendaklah diendoskan dengan cop syarikat dan ditandatangani ringkas.
- 5) Penggunaan cecair putih dan sebagainya sebagai pamadam adalah tidak dibenarkan.
- 6) Tawaran sebutharga hanya dibuka kepada pembekal yang berdaftar dengan Kementerian Kewangan dan TNB.
- 7) Kegagalan mematuhi syarat-syarat tersebut akan menyebabkan dokumen tawaran sebutharga terbatal dengan sendirinya.


Mohammad Nor Azali bin Lajin
Pengarah
Yayasan Tenaga Nasional

NO. SEBUTHARGA: TNB/YTN 16/5/1 BIL. 123/2024

PELANTIKAN EJEN AGENSI KUTIPAN HUTANG YAYASAN TENAGA
NASIONAL (YTN) BAGI TAHUN KEWANGAN 2025

INSTRUCTIONS TO TENDERER

1. **GENERAL**

This Instructions to Tenderer (ITT) **shall not** form part of the contract for any of the successful tenderer.

The purpose of this ITT is to help the tenderer to complete its tender and to notify the tenderer of the requirement of this tender, so that the tenderer can offer a fair and competitive price to TNB/YTN and to fully understand the requirement of TNB/YTN under this tender.

The tenderer is presumed to have read and understand TNB General Conditions of Contract for Supply for the purpose of preparing the tender and not applicable for non-contract for supply.

This tender is based on **Open Quotation** procurement method.

YTN shall not reimburse any expenses incurred by the tenderer in inspecting the site, preparing the tender and any other related expenses.

2. **TENDER REQUIREMENT (PRE-TENDER SUBMISSION)**

2.1 **ELEGIBILITY AND SUPPORTING DOCUMENTS**

2.1.1 **Registration**

The tenderer's company shall be registered with Tenaga Nasional Berhad (TNB), and Ministry of Finance (MoF) / Bumiputera Status

Category of registration:

TNB &	
MOF	: 221105
Status	: Bumiputera

2.1.2 **Experience – (Should Be Under User Requirement)**

The tenderer had completed at least 1 year contract of similar nature and magnitude as this tender. The tenderer shall have also satisfactory track record for the last 3 years for his tender to be considered.

(Note: if necessary)

2.1.3 Supporting Documents

The tenderer shall submit the supporting documents as listed below: -

- a) Company profile;
- b) Financial support/facilities;
- c) Copy of valid registration certificates;
- d) Evidence of experiences (e.g., Letter of Acceptance etc.)

2.2 CONFIDENTIALITY OF DOCUMENT

The tenderer shall treat the documents including all details as private and confidential, irrespective whether he submits the tender or not. The tenderer shall also comply to TNB's Procurement Code of Conduct as follow:

'YTN reserves the right to disqualify participation of companies found in violation of TNB Procurement Code of Conduct or indulge in lobbying activities either through phone calls / text messaging / letter or in any other method intended to lobbying or attempting to influence the decision making on any tender / quotation related to YTN projects. Apart from that, YTN shall take other actions against such companies as provided for in the TNB Procurement Code of Conduct.'

2.3 TENDER PREPARATION

The tenderer shall complete the tender document and submit all attachments. All insertions shall be permanently made and shall be clearly legible. With the exception of the items for which the TNB's requirements have been inserted, the tenderer shall complete all information in this tender.

2.3.1 The Tender Documents

For the purpose of this tender, tenderer will be issued with the Tender Documents consisting of the documents listed below:

Financial Volume:

- I. Jadual Harga

Technical Volume:

- I. Instructions To Tenderer
- II. Skop Kerja
- III. Letter of Tender
- IV. Appendix to Conditions of Contract
- V. General Conditions of Contract for services

2.4 ALTERATION AND CORRECTION OF TENDER DOCUMENTS

No alteration is 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.

2.5 PRICING OF TENDER

The price stated in the schedules of prices and letter of tender/agreement is considered to be the official and final offered for the tender.

Tenderers are not allowed to offer any prices discounts. Any form of discounts offered shall not be considered and shall result in the tender to be rejected.

2.5.1 Tender Discrepancies And Arithmetical Error

YTN reserves the right to make amendment to any arithmetical error in the tender. The tenderer will be required to correct the same, but the tenderer shall not be permitted to alter the unit rates in the priced Bill of Quantities of the tender document.

YTN may reserve the right to reject any tender which contains discrepancies and arithmetical error of a value outside the range of (+/-)0.5%. Hence, the tenderer shall ensure that all calculations are correct before submitting its tender.

2.5.2 Alternative Offer

Tenderers are not allowed to make any offer alternative in the offer. If there is an alternative bid, jointly developed with the major deals, then rest assured we reject the entire offer major deals and also offer an alternative.

If there is more than one bid submitted by the tenderer same although separately, then the offers will be rejected.

2.6 INSURANCE

The tenderer shall consult Risk Management Department (RMD) on the requirement of insurances for the project such as premium to be paid, excess and insurance policy as follow:

Insurance Management Department,
Finance Division,
Tenaga Nasional Berhad,
Aras 3, Bangunan Penghantaran,
No. 129 Jalan Bangsar, 59200 Kuala Lumpur
(Tel: 2108 2883/2891)

2.7 TENDER VALIDITY PERIOD

The tender shall remain valid for a period of **six (6) Months** from the date of tender closing until the date stated in the Agreement.

2.8 TENDER ENQUIRIES

Any general enquiries on the tender shall be brought to:

Name : **Pn Zalina Abdul Ghani /
Muhammad 'Arief Hafizie bin M. Tajul 'Azmi**
Contact number : **03-89247500 Ext: 7517 / 7552**
Office Address : **Yayasan Tenaga Nasional, 1st Floor, Block BB
Universiti Tenaga Nasional, Kampus Putrajaya**
E-mail : **zalinaag@tnb.com.my/arief.hafizie@tnb.com.my**

If the tenderer has any technical enquiries on the tender document or other matter pertaining to the tender and site, he shall obtain clarification prior to the submitting his tender. Only written interpretations given by the authorized officer/s named above will be recognized as an official response by YTN.

2.9 ADDENDUM TO THE TENDER

YTN will inform the tenderer in writing before the closing date of the tender if there is any addendum to the tender.

2.10 DELIVERY OF TENDER DOCUMENTS

The original copy of tender and its accompanying documents, duly filled as directed together with the drawings and calculations shall be put in single sealed envelope.

Tender documents shall be delivered by **12:00 noon** on: **6th February 2025 (Thursday)** Tender document submitted by post shall be A.R register. Any late submission and tender not using the original copy shall be rejected.

On top left-hand corner, the envelope shall be marked:

Tender no. : **TNB/YTN 16/5/1 BIL. 123/2024**
Project title: **PELANTIKAN EJEN KUTIPAN HUTANG
YAYASAN TENAGA NASIONAL (YTN) BAGI
TAHUN KEWANGAN 2025**
Tender closing date : **6th FEBRUARY 2025 (Thursday)**
and shall be addressed to: **Yayasan Tenaga Nasional, Aras 1, Bangunan BB
Universiti Tenaga Nasional, KM 7,
Jalan IKRAM-UNITEN
43000 Kajang Selangor**

3. POST TENDER SUBMISSION

3.1 EVALUATION OF TENDERS

The evaluation will first carried out on the Mandatory Criteria requirements.

Only Tenders that conform to meet all Mandatory Criteria requirements then will be evaluated on their Technical and Financial submission (based on technical compliance to specification and competitiveness of offer price).

YTN reserves the right to reject any tender which fail the mandatory criteria requirement.

3.2 TENDER CLARIFICATION

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

3.3 TENDER WITHDRAWAL

Any tender withdrawal within tender validity period after the tender have been closed is subjected to penalties such as tender security (if applicable) forfeited and/or blacklisted for participating in TNB's procurement exercise.

A. Tenders shall be subjected to penalties for any refusal to accept the Letter of Acceptance/Purchase Order without Contract/Agreement within the validity period.

However, such penalties shall not apply in the event that YTN offer:

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

B. The penalties which may be imposed are as follows:

- i. Where the Tender Security is applicable, it shall be forfeited.
- ii. First offence: Depending on the severity of the offence, the penalty shall either be a final warning or blacklisted for a minimum period of six (6) months or a maximum of one (1) year.
- iii. Second offence: The tenderer shall be blacklisted for a minimum period one (1) year or a maximum of two (2) years.
- iv. Third offence: De-registered and blacklisted from participating in any of the Group's future procurement exercises.

3.4 RIGHTS TO ACCEPT OR REJECT TENDERS

YTN is not obliged to accept the lowest or any part of the tender and notification of the rejection will be given to unsuccessful tenderer.

YTN reserves the rights to reject any tender that in the judgment of TNB 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 are unrealistic.
- iii. Presence of arithmetical errors including those related to price and timelines.

The tender submitted by a tenderer which do not conformed to this ITT will not be considered.

4. THE TENDERER SHALL BE DULY INFORMED

The tenderer shall familiarize himself fully with all matters relating to the tender. The tenderer shall be deemed to have examined and satisfied himself as specified in the Letter of Tender before submitting his tender.

5. 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.

6. REQUIREMENTS DECLARATION OF INTEREST OF DIRECTORS OF THE COMPANY / THE SHAREHOLDERS OF THE COMPANY TO TENDER TNB/YTN

Tenderer shall comply with all legislations, regulations, and statutory requirement relating to the provision of the products/services to YTN. 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 other Tenderers or agents when participating in the bid.

7. **BLACKLISTED COMPANY**

The tenderers that are blacklisted by TNB shall not take part in this tender.



(Mohamad Nor Azali bin Lajin)

Director

Yayasan Tenaga Nasional



GENERAL CONDITIONS OF CONTRACT FOR DEBT COLLECTION SERVICES

TABLE OF CONTENTS

<u>CLAUSE</u>	<u>CONTENTS</u>
1.	DEFINITION OF TERMS
2.	LAW, LANGUAGE AND INTERPRETATION
3.	CONTRACT PERIOD
4.	SCOPE OF SERVICES
5.	CONTRACT PRICE
6.	PERFORMANCE SECURITY
7.	OBLIGATIONS OF THE COMPANY
8.	PERSONNEL
9.	FORCE MAJEURE
10.	SUSPENSION OF SERVICES
11.	DISPUTE RESOLUTION
12.	TERMINATION
13.	INDEMNIFICATION
14.	DAMAGES
15.	INSURANCE
16.	CONFIDENTIALITY OF INFORMATION
17.	PERSONAL DATA PROTECTION
18.	NOTICES
19.	INTEGRITY
20.	HSE REQUIREMENTS
21.	NON-WAIVER
22.	COMPLIANCE WITH LAWS
23.	INVALID PROVISION
24.	AMENDMENT AND VARIATION

- 25. COST**
- 26. COUNTERPART**
- 27. ELECTRONIC SIGNATURE**
- 28. ENTIRE AGREEMENT**

TENAGA NASIONAL BERHAD

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GENERAL CONDITIONS

1. DEFINITION OF TERMS

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

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

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

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

“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 Agreement;

“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;

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

“Company” shall mean the party whose tender/offer has been accepted by TNB or its successors;

“Contract Agreement” means the document titled as such to be executed between TNB and the Company documenting the appointment of the Company to undertake the Services under the Agreement;

“Contract Period” shall mean the duration to execute the Services as stated in the Letter of Award or the Appendix to Conditions of Contract;

“Contract Price” shall mean the commission fee based on the rates as stated in the Letter of Award for the execution of the Services;

“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;

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

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

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

“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 TNB;

“Letter of Award” shall mean the letter of formal acceptance signed by TNB and issued to the Company for the purpose of the Agreement;

“Letter of Tender” shall mean the document entitled Letter of Tender, which is completed by the Company and includes the signed offer to TNB;

“LSR” means the Life Saving Rules;

“LSR Requirements” means TNB’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 TNB (whenever is applicable) to the Company to commence the Services;

“Parties” shall mean the TNB and Personnel and **“Party”** shall mean either TNB or the Personnel as the case may be;

“Personnel” shall mean persons hired/employed by the Company or employee of the Company to perform the Services;

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

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

“Scope of Services” shall mean the documents titled scope of services prepared by TNB that specifies the purpose, methods and scope of the Services to be performed by the Company and any additions or modifications to the documents in accordance with this Agreement. The Scope of Services may also include the payment schedules, the commission rates and the drawings (if any);

“Services” shall mean the management and debt collection services to be provided by the Company and its Personnel to TNB in accordance with the terms and conditions of this Agreement;

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

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

“**TNB**” shall mean Tenaga Nasional Berhad, its successor or permitted assigns;

“**TNB Group**” means the TNB’s Subsidiary and Affiliate;

“**Tender**” shall mean the tender document issued by the TNB.

2. LAW, LANGUAGE AND INTERPRETATION

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

2.2 In this Agreement, 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 “Agreement” require it to 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 this Agreement.

2.3 No rule of construction shall apply against TNB only by reason TNB being responsible for the preparation of this Agreement. The documents forming the Agreement 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.

3. CONTRACT PERIOD

The Company shall perform the Services throughout the Contract Period as stated in the Letter of Award or the Appendix to Conditions of Contract commencing from the date as stated in the Notice to Start Work. In the event there is no Notice to Start Work issued or whereby the Notice to Start Work is not applicable, the commencement date shall be fourteen (14) days after the Effective Date.

4. SCOPE OF SERVICES

4.1 The Company agrees and undertakes the following:

- i) to perform the Services strictly in conformity with the Scope of Services and in accordance with the Agreement;
- ii) exercise the degree of care, skill, diligence, efficiency and professionalism in the discharge and performance of the Services with standards normally exercised by highly qualified persons in the performance of similar services;
- iii) at all times be transparent in the course of rendering its Services and in such manner to always safeguard and protect the interests and benefits of TNB;

4.2 The Company further understand and acknowledges that:

- (i) the relationship between TNB and the Company is not an exclusive relationship and that TNB shall have the right to appoint and retain other debt collection agencies to provide the same Services for TNB as are described herein;
- (ii) TNB has the discretion to determine the number and types of accounts referred to the Company pursuant to this Agreement. Nothing in this Agreement shall be deemed or construed to mean that the Company has a right to receive a fixed volume of accounts referred to Company throughout the Contract Period; and
- (iii) TNB may withdraw and/or reassign the accounts given to the Company to other debt collection agencies in instances as stipulated under the Scope of Services;

4.3 The Company shall not subcontract any of the Services to any party without prior written consent of TNB. In the event of TNB consented for the Company to subcontract any of the Services, the Company shall ensure that:

- i) the Subcontractor and its Personnel shall inform themselves of, understand and comply with the Contract. The Company shall be responsible to all the Services 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 Services carried out by the Subcontractor, the Company shall be fully responsible to resolve all the dispute or claim and keep TNB indemnified against any liability, loss, cost or expense arising out from such dispute or claim.

4.4 Prior to the execution of the Services at TNB's premises/ site, the Company 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 TNB from time to time. The consent form shall be submitted by the Company to TNB before the commencement of Services at TNB's premise/ site.

5. CONTRACT PRICE

- 5.1 The parties agree that TNB shall pay the Company the Contract Price based on the commission rates as stated in the Letter of Award.
- 5.2 The Contract Price shall be adjusted to take into account any increase or decrease resulting from change in applicable laws (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 of the Agreement.

6. PERFORMANCE SECURITY

- 6.1 The Company shall furnish TNB, a performance security in a sum as stated in the Letter of Award within twenty-eight (28) days from the Effective Date. The performance security shall be delivered to the address as stated in the Letter of Award.
- 6.2 The performance security shall be valid and enforceable from the Effective Date until three (3) 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. TNB reserves the right to suspend and to withhold any payment due if the performance security is not received within the stipulated time. The Company shall be required to use the format of performance security attached to this Agreement and failure to use such format gives right to TNB to reject the performance security.
- 6.3 In the event the Services have not been completed within the said validity of the performance security, the Company shall extend the validity of the performance security. If the Company to do so, TNB is entitled to claim the full amount of the performance security. TNB may also make a claim under the said performance security in the event of:
- i) failure by the Company to remedy any default under this Agreement within the stipulated time stated by TNB;
 - ii) failure of the Company to make any payment due to TNB, as either agreed by the Company or determined under this Agreement; and/or
 - iii) termination by TNB due to the default of the Company under clause 12, irrespective of whether notice of termination has been given.
- 6.4 TNB shall return the performance security to the Company within thirty (30) days after the TNB issues a written confirmation that the Services have been completed according to the terms and conditions of this Agreement. All costs relating to the said security under this clause shall be deemed to be part of the Contract Price.

7. OBLIGATIONS OF THE COMPANY

- 7.1 The Company hereby warrants and agrees to TNB that:-
- (i) it shall comply with the conditions in the Scope of Services;

- (ii) it has all the necessary power and authority to execute the Services and each of the execution, delivery and performance of the obligations under this Agreement has been duly authorised by all necessary action on its part and this Agreement constitutes its legal, valid and binding obligation enforceable against the Company in accordance with its terms;
- (iii) it shall exercise all reasonable skill in the discharge of the duties hereby covenanted to be performed and shall be liable for any damages whatsoever caused to TNB arising from the Services or the contents thereof arising from negligence or failure to perform its duties properly as expected;
- (iv) it shall not transfer or assign the Agreement or any benefit thereof or any interest therein, without prior written consent of TNB;
- (v) it shall act as an independent Company upon the terms and conditions of this Agreement and it is not partner and an employee of TNB;
- (vi) 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 Company to enter into and/or to perform its obligations under this Agreement; and
- (vii) it has not been wound-up and no petition has been presented for winding-up.

8. PERSONNEL

8.1 For the performance of the Services, the Company:

- (i) shall ensure that its employees are qualified, experienced and competent personnel. The Company shall exercise supervision and take full responsibility for the acts, actions, defaults and negligence of its personnel. Whenever the Company's personnel are present on the premises of TNB, the personnel shall comply with the TNB's rules, regulations and procedure;.
- (ii) shall ensure that its Personnel adhere to the criteria and the conditions required of a collection agent as provided under the Scope of Services; and
- (iii) agrees that the Personnel shall at all times be the employees of the Company and shall not be deemed as the employees of TNB;

8.2 If TNB notifies the Company in writing that the performance of the Company's Personnel is found to be incompetent to meet the requirements under the Agreement or breaches the terms and conditions of this Agreement, the Company shall upon TNB's request in writing within three (3) days, or any other period of time to be mutually agreed, provide a replacement with other suitably qualified, experienced, competent Personnel who comply with the criteria and condition of collection agent as stated in the Scope of Services. Any cost or financial consequences arising from such removal or replacement shall be borne

by the Company. For clarity, the request of TNB for the removal or replacement of any of the Personnel shall always be based on reasonable grounds and on good faith basis.

9. FORCE MAJEURE

9.1 Neither Party of this Agreement 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 this Agreement impossible or illegal or so impractical as to be considered impossible under the circumstances for the purpose of this Agreement, which include, but not limited to:

- (a) war (whether declared or not), hostilities, invasion, armed conflict, act of foreign enemy, rebellion, revolution or usurped power;
- (b) acts of terrorism, sabotage or criminal damage;
- (c) compliance with any act, legislation, regulation or order by government;
- (d) nuclear explosion, radioactive or chemical contamination or ionizing radiation;
- (e) natural catastrophes including but not limited to earthquake, floods, subsidence, lightning and exceptional inclement weather and subterranean spontaneous combustion;
- (f) riot and disorder, strikes, declared lockout, labour unrest or other industrial disturbances (affecting the performance of this Contract) which causes or can reasonably be expected to cause either Party to fail to comply with its obligations under this Agreement;
- (g) 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
- (h) lockdown or restriction order issued by the government or authority.

9.2 In the event of a Party claiming relief by reason of an Event of Force Majeure, the said Party will:

- (a) 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;
- (b) take all reasonably practicable steps to rectify the event or circumstance causing the failure and to minimize the damage, loss whatsoever; and
- (c) give notice of the resumption of the performance under this Agreement.

- 9.3 A Party claiming relief from its obligations by reason of Force Majeure, wholly or in part will be relieved of its obligations under this Agreement 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 this Agreement.
- 9.4 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.
- 9.5 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 this Agreement by giving the other Party notice in writing to that effect.

10. SUSPENSION OF SERVICES

- 10.1 The parties may only suspend the Services upon the occurrence of any of the following events:
- i) Force Majeure event subject to conditions of clause 9; or
 - ii) by written notice from TNB to the Company requesting that such Services be suspended for a certain period of time stating the reason(s) for such suspension.
- 10.2 TNB may at any time following a suspension ordered pursuant to clause 10.1 (ii), give notice to the Company to continue with the performance of the relevant part or all parts of the Services, as the case may be. TNB may extend the Contract Period for a period of the Services being suspended under this clause.

11. DISPUTE RESOLUTION

- 11.1 If a dispute of any kind whatsoever arises between the Parties in connection with, or arising out of, the Agreement or the execution of the Services, whether during the execution of the Services or after their completion and whether before or after repudiation or other termination of the Agreement ("**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.
- 11.2 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 11.1 of above.
- 11.3 The conditions in Clause 11.1 and 11.2 above are condition precedents to the Parties' right to commence legal proceedings in the Courts of Malaysia.

12. TERMINATION

12.1 In the event that:

- (i) Either party and/or Company's Subcontractor breaches any of the terms of the Agreement and the breaching party has been notified of the breach but has failed to rectify the breach (which is capable of being remedied) within a period of thirty (30) days from the date of receipt of notification issued by the other party;
- (ii) the Company plainly demonstrates the intention not to continue performance of its obligations under the Agreement provided a notice to respond within a specified period of time is provided to the Company; or
- (iii) the Company 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;
- (iv) if the Company has been upon the discovery, notification or receipt by TNB of any information (orally or in writing), expressly or impliedly indicated to have breached any of its representations and warranties under Clause 7 of the Agreement or any representations and warranties under any other contract that the Company may have with TNB; or
- (v) if the Company and/or Subcontractor including their Personnel breached the HSE and/or LSR Requirements provided under the Agreement, or any other contract that the Company may have with TNB.

Then the relevant party may terminate this Agreement immediately by written notice.

- 12.2 Without prejudice to any other rights of TNB, if the Company, 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 this Agreement, or any other agreement that the Company may have with TNB, TNB shall be entitled to terminate this Agreement and/or any other Agreement that the Company may have with TNB at any time, by giving immediate written notice to that effect to the Company.
- 12.3 The Company shall be liable for all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by TNB arising from termination under Clause 12.2 above.
- 12.4 For the avoidance of doubt, the parties hereby agree that the Company shall not be entitled to claim from TNB, any form of losses including loss of profit, damages, claims or other items whatsoever upon termination under Clause 12.2 above.
- 12.5 Upon termination of this Agreement pursuant to Clause 12.1 and 12.2, the Company will take immediate steps to terminate the Services in a prompt and orderly manner and will proceed to terminate all works under subcontracts (if any and where permissible) as promptly as is practicable.

- 12.6 The foregoing is without prejudice to any claim which TNB may have against the Company for any damages and compensation which TNB would be entitled to under the Laws. In addition, the termination of the Agreement shall not relieve the Company from its duty to pay any delay damages having become due until the date of termination.
- 12.7 Notwithstanding Clause 12.6, TNB may also recommend the Company to be suspended, blacklisted or deregistered from participating in TNB's future tender exercise for a period which TNB deems fit, given the prevailing circumstances.
- 12.8 Notwithstanding anything to the contrary in this Agreement, the parties agree that TNB shall have the right to terminate this Agreement for any reason and without cause by providing sixty (60) days' prior written notice of such termination to the Company.

13. INDEMNIFICATION

- 13.1 The parties shall at all times, indemnify and hold the other and/or any of its directors, officers, employees or agents harmless from and against all actions, suits, claims, demands penalties, damages, losses and expenses arising from and against any claims or losses made/suffered by third parties in connection with the Agreement.
- 13.2 Each party shall indemnify the other party from any suits, losses, damages or costs incurred as a result of breach, misrepresentation, willful negligence or misconduct on the part of the indemnifying party or any of its employees or agents. In no event shall either party be liable to the other for indirect, consequential or punitive damages.

14. DAMAGES

- 14.1 In the event the Company fails to perform the Services in accordance with the Agreement it must pay to TNB damages calculated in accordance with the Service Level Agreement under the Scope of Services.
- 14.2 The payment for the damages shall be deducted from the payment due to the Company under this Agreement and/or from the performance security as the case may be. If the amount of damages exceeds the amount due and/or the performance security such shortfall shall be deemed as an amount due and owing by the Company to TNB. The Company shall pay any shortfall from the amount due to TNB within 14 days from the date of TNB's written demand. TNB reserves the right to take further actions if the Company fails to pay the said sum.
- 14.3 The payment for the damages shall be deemed to be the actual loss which TNB will suffer in the event that the Company delays in performing the Services as stated in the Agreement. The Company by entering into this Agreement agrees to pay to TNB the said sum if the same become due without the need of TNB to prove his actual damage or loss. However, these damages shall not relieve the Company from its obligation to complete the Services or from any other duties, obligations or responsibilities which he may have under the Agreement.

15. INSURANCE

- 15.1 The Company shall procure and maintain, insurance(s) required under the Agreement 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.
- 15.2 If the Company fails to do so and TNB 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 Company.
- 15.3 Nothing in this clause limits the obligations, liabilities or responsibilities of the Company under the other terms of the Agreement or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Company in accordance with these obligations, liabilities or responsibilities.
- 15.4 The Company 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.

16. CONFIDENTIALITY OF INFORMATION

- 16.1 For the purpose of this Agreement, “**Confidential Information**” means:
- (a) information of whatever nature relating to TNB including its affiliates or the Company and its business which is disclosed to the other party in written, pictorial, electronic or in any other form, from or pursuant to discussions with any of the officers, employees, agents or advisers; and/or
 - (b) information of whatever nature relating to the business of TNB including its affiliates or obtained by during the performance of the Services or by observation during visits (if any) to its premises; and/or
 - (c) analysis, compilations, studies and other documents prepared by the Company and/or the Personnel which contain or otherwise reflect or are generated from the information specified in paragraphs (i) or (ii) above.
- 16.2 Without limiting the generality of the foregoing, the expression Confidential Information shall also include all facts, data, reports, accounts, expressions of views, 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 the TNB/Company, its officers, employees, agents or advisers to the other party and/or the Personnel.

16.3 In consideration of the receipt and disclosure of the Confidential Information by TNB to the Company and/or the Personnel for the purpose of this Agreement, the Company hereby undertakes to TNB that:

- (a) The Company and the Personnel shall maintain the Confidential Information in confidence and use it for the purpose of executing the Services under this Agreement (**"Permitted Purpose"**) and not for any other purpose. Without prejudice to the generality of the foregoing, the Company undertakes that it and its Personnel:
 - (i) shall not make use of any Confidential Information in any manner other than for a Permitted Purpose;
 - (ii) shall not use or disclose any Confidential Information in whatsoever manner for the benefit of itself, any of its related corporations and/or its related subsidiary or any third party and shall not permit or disclose or assist any third party to make use of the same;
 - (iii) shall not use the Confidential Information in any manner detrimental to the TNB or any of its related corporations and/or its related subsidiary;
 - (iv) the Company and its Personnel 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 Services. Any copies, reproductions or reductions of the Confidential Information to writing shall be the property of TNB;
 - (v) the Company and its Personnel shall not disclose any Confidential Information except for the Permitted Purpose and in confidence to such of its employees, directors, agents and subcontractors, or the employees of other debt collection firms who are required in the course of their duties to receive the same, or in relation to any claim or possible claim in connection with this Agreement, to its insurers or professional advisers; and
 - (vi) the Company and its Personnel shall keep the Confidential Information separate from all other documents and information the Company and/or the Personnel may hold.
- (b) The Company 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 Company uses to prevent the unauthorized use, dissemination or publication of its own most valuable confidential and proprietary information.

16.4 The Company's obligations under Clause 16.3 shall not apply to information:

- (a) which is or becomes public knowledge other than by a breach of an obligation of confidentiality by the Company;

- (b) which is required to be disclosed by law, by order of court of a competent jurisdiction or regulatory authority; or
 - (c) which is independently developed by Company without any reference to the Confidential Information.
- 16.5 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 the party who is disclosing the Confidential Information ("**Disclosing Party**") and the party who receives the Confidential Information ("**Receiving Party**") obtains no right of any kind to any Confidential Information disclosed to it.
- 16.6 Upon a written request from the Disclosing Party for the return of the Confidential Information by the Receiving Party, the Receiving Party shall as soon as reasonably possible return all documents and materials supplied by the Disclosing Party whether it is in written, electronic, graphic or physical form and all copies or reproductions thereof, containing all the Confidential Information to the Disclosing Party and where applicable shall delete all Confidential Information from any computer, word processor or other device containing it unless and to the extent agreed otherwise in writing by the Disclosing Party. The Receiving Party shall certify in writing to the Disclosing Party that it has complied with the requirements of this clause. The Disclosing Party agrees that the Receiving Party shall be entitled to retain one copy of the Confidential Information to be used solely for compliance to regulation purposes and such Confidential Information shall be deleted after seven (7) years from the date of completion or termination of this Agreement.
- 16.7 In the event that the Receiving Party 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 Receiving Party may make such disclosure provided that the Receiving Party shall give the Disclosing Party immediate notice prior to such disclosure and shall consult with the Disclosing Party prior to such disclosure with a view of avoiding such disclosure. The Receiving Party undertakes to fully cooperate and take all lawful measures with the Disclosing Party in the event that the Disclosing Party, where legally permissible, elects to challenge the validity of such requirements to disclose.
- 16.8 In the event of breach or termination of this Agreement for whatever reason, the Receiving Party shall immediately return all the Confidential Information to the Disclosing Party in accordance with the provisions of Clause 16.6 of this Agreement.
- 16.9 The Disclosing Party shall be entitled to seek equitable relief including seeking specific performance or injunctive relief in the event of any breach of Clause 16 by the Receiving Party. Such remedies shall not be deemed exclusive to this Agreement and shall be additional to all other remedies available at law or equity.

- 16.10 The Receiving Party shall indemnify the Disclosing Party for any costs, claims, demands or liabilities of whatsoever nature arising directly out of a breach of the Receiving Party's obligations under this clause provided that there is no negligence, fraud or wilful default on the Disclosing Party's part.

17. PERSONAL DATA PROTECTION

- 17.1 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 Agreement. The Company agrees that the Company shall procure its employees, Subcontractor and/or Personnel agree to adhere and to comply with TNB'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.
- 17.2 For the purpose of performance of this Agreement, the Company hereby confirms that in the event the Company provides TNB with any personal data relating to any individual(s) including information relating to the Company's shareholders, directors, officers and/or Personnel (if required), the Company hereby warrants to TNB that the Company has obtained the individuals' consent in accordance with the PDPA 2010.
- 17.3 The Company shall not transfer any personal data of a data subject to a place outside Malaysia without the prior written consent of TNB, or the Company 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.
- 17.4 The Company 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.
- 17.5 The Company shall have the obligation to securely dispose of all personal data whether in written, electronic or other form or media given by TNB and shall certify in writing to TNB that such personal data has been disposed of securely upon request by TNB at any time during the term or upon termination of this Agreement, 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 Agreement.

- 17.6 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 Agreement, 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 defaulting party or its employees, servants, agents or representatives. For the avoidance of doubt, the Company shall also indemnify TNB if the breach is due to the non-compliance of the Company's Subcontractor and/or Personnel.
- 17.7 For the purpose of information and notification, TNB's Personal Data Protection Policy can be accessed at <https://www.tnb.com.my/terms-policy/personal-data-protection-policy-pdpa>.

18. NOTICES

- 18.1 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 this Agreement, all notices and other communications to be given to any of the Parties pursuant to this Agreement 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.
- 18.2 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.
- 18.3 Any notice sent by prepaid registered post, facsimile transmission, e-mail or delivered personally will be deemed to have been served if:
- (a) if by prepaid registered post or courier, seven (7) Business Days from the time of posting;
 - (b) 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;
 - (c) if by e-mail, upon confirmation of receipt by the authorized recipient; and
 - (d) 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.

18.4 Notwithstanding anything to the contrary in Clause 18.3 (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.

18.5 Any services of legal notices will be made in accordance with the relevant courts' rules.

19. INTEGRITY

19.1 The Company shall, in providing the Services pursuant to this Agreement:

- (i) act honestly and fairly;
- (ii) provide TNB with true and accurate information;
- (iii) comply with TNB's position on anti-corruption, along with any guidelines on ethics and integrity communicated by TNB and made available in TNB's official website;
- (iv) 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 TNB, for the purpose of improperly influencing a business decision to act contrary to TNB's interest or for the purpose of obtaining any advantage in the implementation of a contract;
- (v) 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;
- (vi) not collude with other parties interested in this Agreement to preclude or compromise the implementation of this Agreement. The Company also undertakes to report to TNB, through its official reporting channels, any such attempts made by others to involve the Company in acts of collusion against TNB;
- (vii) 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 TNB as part of the business relationship, including plans, technical proposals and business details including information contained or transmitted electronically;
- (viii) not to give any gratification to a public official, in order to expedite a process in relation to work carried out for TNB;
- (ix) not participate in any other criminal activity, such as extortion, embezzlement, money laundering, or any similar or equivalent improper act or practice;
- (x) 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 TNB;

- (xi) inform TNB if any employee or director of the Company or any person acting on behalf of the Company, either directly or indirectly, is a relative of any of employee or director of TNB, or alternatively, if any employee or director of TNB or their relative has any interest, financial or otherwise, in the Company;
 - (xii) 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 TNB; and
 - (xiii) ensure that staff and other representatives of the company dealing with TNB, or acting on behalf of TNB in servicing a contract, are aware of the provisions above; and
 - (xiv) immediately notify TNB 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.
- 19.2 Where TNB has reasonable concerns regarding behaviour involving gratification on behalf of the Company, TNB shall have the right to:
- (i) direct the Company to investigate the matter, and the Company shall carry out its investigations in the manner as directed by TNB; and/or
 - (ii) conduct its own investigation into the matter, and the Company shall provide all reasonable assistance, information and documentation to TNB, in respect of the conduct of investigations.

20. HSE REQUIREMENTS

- 20.1 The Company, Subcontractor and the Personnel in carrying out the Services under the Agreement shall comply with TNB's HSE Requirements.
- 20.2 TNB places importance on the HSE issues and the Company shall deliver the highest HSE standards in all aspects of the performance of the Services including ensuring that no person's safety is adversely affected or put at risk in the performance of the Services.
- 20.3 The Company may appoint Subcontractor to perform the Services and shall at all times comply with the requirements of this Clause 20 and **Appendix 1** of the Agreement. The Company shall ensure that its Personnel and Subcontractor shall inform themselves of, understand and comply with the HSE Requirements of TNB.
- 20.4 To the extent that the Company and/or Subcontractor attend any site owned or controlled or occupied by TNB or any member of TNB Group for any reason, such Company 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. TNB and any member of TNB Group reserve the right to demand the immediate withdrawal of the Company and/or Subcontractor and/or Personnel not complying with the foregoing.

- 20.5 In addition, TNB or any member of TNB Group may require the Company and/or the Subcontractor to comply in the performance of the Services with any other TNB or TNB Group regulations, requirements, procedures, practices, systems or policies that are issued by TNB or any member of TNB Group from time to time.
- 20.6 TNB shall have the right to inspect and audit the records of the Company and any Subcontractor (the Company 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 TNB to verify compliance by the Company 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 TNB.

20.7 LIFE SAVING RULES (LSR) REQUIREMENTS

The Company, Subcontractor and the Personnel carrying out the Services in TNB's premise / site shall comply with TNB's LSR Requirements.

- 20.8 The Company shall ensure that its Personnel and Subcontractor shall inform themselves of and understand and comply with the LSR Requirements of TNB.
- 20.9 No person who has previously violated LSR Requirements under any contract with TNB or with any other company shall be allowed to carry out technical Services at TNB's premise / site. The Company shall not appoint any Subcontractor or Personnel who has previously violated TNB's LSR Requirements under any contract with TNB to carry out the technical Services in the TNB's premise / site.
- 20.10 In the event of any breach and/or non-compliance to the LSR Requirements by the Company and/or Subcontractor and/or Personnel, TNB shall reserve the right to stop the Company and/or Subcontractor and/or Personnel from carrying out the Services and demand the immediate withdrawal of the Company and/or Subcontractor and/or Personnel from TNB's premise / site. A thorough investigation will be carried out by TNB to investigate the incident. Any cost incurred during the investigation period by TNB including the delay in completing the Services shall be borne by the Company.
- 20.11 Upon the occurrence of incident in Clause 20.10 above, the Company and/or Subcontractor and/or Personnel is subject to consequence management action by TNB including but not limited to:
- i) the Personnel shall be blacklisted and shall not be allowed to carry out technical Services at TNB's premise / site for any contract with TNB;
 - ii) revocation of the competency certificate of the Personnel issued by TNB;
 - iii) the Company and/or Subcontractor may be suspended from joining TNB's future tender exercise for a period of six (6) months for the first breach and/or non-compliance of the LSR Requirements and five (5) years for the second breach and/or non-compliance of the LSR Requirements; and

- iv) the director(s) of the company of the Company and/or Subcontractor may be suspended from joining TNB's future tender exercise for a period of six (6) months for the first breach and/or non-compliance of the LSR Requirements and five (5) years for the second breach and/or non-compliance of the LSR Requirements.

21. 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 this Agreement 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.

22. COMPLIANCE WITH LAWS

The Company in performing the obligations under this Agreement shall comply with the Laws. The Company 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 Company warrants that it shall indemnify TNB 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 Company unless stated otherwise.

23. INVALID PROVISION

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions herein and this Agreement shall be construed in all aspects as if the invalidity or unenforceable provisions were omitted.

24. AMENDMENTS AND VARIATION

No amendment or other variation of this Agreement will be binding unless the same is duly affected by an instrument in writing signed by the parties and expressed to be for the purpose of such amendments.

25. COSTS

Each party shall bear and pay its own legal fees and expenses in respect of the preparation and finalization of this Agreement. This Agreement shall be duly stamped and all stamp duties payable in relation thereto shall be borne by TNB.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

27. ELECTRONIC SIGNATURE

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

28. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement and understanding between the parties with respect to its subject matter, and supersedes any prior agreement between the parties, whether written or oral, concerning the same subject matter.

[END OF CLAUSES]

TENAGA NASIONAL BERHAD

APPENDIX 1

HSE Requirements

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 (Januari 2018)

CONTENT

1.0 PURPOSE

2.0 INTRODUCTION

3.0 DEFINITIONS

4.0 GENERAL RULES AND REGULATIONS

5.0 CONTRACTOR'S RESPONSIBILITY

5.1 Safety Health and Environment Policy

5.2 HIRARC/JSA/Method Statement

5.3 HSE Training for Contractors' Employees

5.4 HSE Promotion

5.5 HSE Site Meeting

5.6 Contractor to Conform with Laws etc.

5.7 Contractor's Liability

5.8 Competency Requirements

6.0 LIFE SAVING RULES

7.0 CONTROL AND SUPERVISION OF HEALTH AND SAFETY AT WORK

7.1 Contractor's Representative

7.2 Safety and Health Committee

7.3 Safety and Health Officer

7.4 Incident Notification

7.5 Auditing of Contractor's HSE Management Programs

8.0 EMPLOYMENT

9.0 SECURITY MEASURES

9.1 Security Guard

9.2 Workers Identification and Passes

9.3 Entry and Exit

9.4 Hoarding & Fencing

9.5 Handling and Mobilisation of Tools, Equipment and Materials

10.0 USE OF MOTOR VEHICLE

11.0 HOARDING & FENCING

12.0 HANDLING AND MOBILIZATION OF TOOLS AND EQUIPMENT

13.0 HOUSEKEEPING

13.1 Storage of Materials

13.2 Debris Clearance

13.3 Prevention of Stagnant Water

14.0 WORKSITE FACILITIES

14.1 Hygiene & other Facilities

- 14.2** Canteen Facility
- 14.3** Resting Area
- 14.4** Surau
- 14.5** First Aid Facilities

15.0 PERMIT TO WORK (PTW)

- 15.1** Hot Work Permit
- 15.2** Electrical/ Mechanical Work Permit
- 15.3** Confined Space Work Permit

16.0 ELECTRICAL SAFETY

17.0 EMERGENCY RESPONSE PLAN (ERP)

18.0 FIRE PREVENTION

19.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 19.1** Head Protection
- 19.2** Eye and Face Protection
- 19.3** Hearing Protection
- 19.4** Respiratory Protection
- 19.5** Body Protection
- 19.6** Hand Protection
- 19.7** Foot Protection

20.0 NOISE CONTROL

21.0 SIGNAGE, NOTIFICATION AND BARRIERS

22.0 CONTRACTOR'S EQUIPMENT

- 22.1** Lifting Gear
- 22.2** Generator Set
- 22.3** Air Compressor

23.0 WORKING ENVIRONMENT

- 23.1** Area of Work
- 23.2** Confined Space Entry
- 23.3** Working at Heights
- 23.4** Scaffolding
- 23.5** Working Over or Near Water
- 23.6** Working at Night or Near Traffic Passageway
- 23.7** Lighting and Ventilation
- 23.8** Excavation and Shoring
- 23.9** Welding, Cutting and Grinding

24.0 HAZARDOUS MATERIALS

- 24.1** Use and Handling of Hazardous Materials
- 24.2** Storage
- 24.3** Labelling and Relabelling
- 24.4** Packaging and Transportation
- 24.5** Handling
- 24.6** Emergency

24.7 Disposal

24.8 Information, Instruction and Training

24.9 Safety Data Sheet (SDS)

24.10 PPE (Personal Protective Equipment)

24.11 Handling of Isotopes and Radiographic Equipment

25.0 ENVIRONMENTAL OBLIGATION

25.1 Disposal and Spillage

25.2 Removal of Trees and Ground Vegetation

25.3 Activities Which Emit Dust Particles

25.4 Noise

25.5 Open Burning

26.0 WASTE AND SCRAP MANAGEMENT

27.0 HSE DOCUMENT AND REPORT

28.0 ENFORCEMENT

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 "unharmred" 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, seam, 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 Jinter, 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.
3. Wear Arc Flash Suit when switching.

b) Supplementary Rules

1. Use fall protection.
2. Obtain authorisation before entering confned space.
3. Wear helmet/safety belt. No speeding.
4. No phones while driving.
5. Caution. Suspended load.
6. No drugs. No alcohol

Please refer table 1 below:










Life-Saving Rules (Electrical Safety) CORE RULES		
		
Isolate, earth and test before touch	Valid permit to work mandatory	Wear Arc Flash Suit when switching
SUPPLEMENTARY RULES		
		
Use fall protection	Obtain authorisation before entering confined space	Wear helmet/safety belt. No speeding
		
Caution. Suspended load	No phones while driving	No drugs. No alcohol

TABLE 1

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 a 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 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 gazetted 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 supervise 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 Machineries (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.
- (i) 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.
- (j) 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.
- (k) 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.

- (l) 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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Tenaga Nasional Berhad Integrity Pact

We acknowledge the commitment of Tenaga Nasional Berhad (TNB), to ethical business, and hereby undertake to act with integrity in all our dealings with TNB. We express our commitment by undertaking the following:-

- 1) We shall perform all contractual obligations professionally and ethically;
- 2) We shall comply with TNB'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 Department of TNB;
- 5) If any products or part thereof are procured 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 TNB in relation to this or any other tender/contract with TNB, 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 TNB if an employee, agent or director of TNB requests for any form of gratification at any stage of the tender/contract; and
- 8) We shall inform and ensure that our employees, agents, directors 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) TNB shall immediately terminate the tender/contract without any cost, penalty or liability to TNB; and/or
- 2) Our company and its directors shall be blacklisted from participating in TNB's future procurement activity; and/or
- 3) We shall indemnify TNB, 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:

NRIC/Passport No:

Signature:

Position :

Name :

Company Stamp:

APPENDIX 2

**CONSENT FORM FOR PROCESSING OF PERSONAL DATA TO TENAGA NASIONAL BERHAD FOR THE PURPOSE OF
CARRYING OUT TECHNICAL WORKS IN TENAGA NASIONAL BERHAD'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 Tenaga Nasional Berhad (Company No.: 199001009294 (200866-W)), its agents and authorized service providers ("**TNB**") 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 TNB 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 TNB in accordance with the PDPA.
- c. I hereby agree and understand that TNB 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 TNB 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 TNB accordingly.

3. I have read TNB Personal Data Protection Policy which can be accessed at <https://www.tnb.com.my/pdpa>

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:



**DOKUMEN SEBUTHARGA
TNB/YTN 16/5/1 BIL. 123/2024**

**PELANTIKAN EJEN KUTIPAN HUTANG YAYASAN TENAGA NASIONAL (YTN)
BAGI TAHUN KEWANGAN 2025**

-PERINGATAN PENTING-

Petender-petender dikehendaki membaca dan memahami keseluruhan butir-butir yang terkandung di dalam dokumen tender sebelum mengisinya. Petender-petender yang membuat kesilapan dan tidak mematuhi mana-mana fasal di dalam dokumen sebutharga tidak akan dipertimbangkan.

TARIKH TUTUP : 6 FEBRUARI 2025 (Khamis)
JAM : 12.00 TENGAHARI

**Yayasan Tenaga Nasional
Aras 1, Blok BB,
Universiti Tenaga Nasional
Jalan IKRAM - UNITEN
43000 Kajang
Selangor Darul Ehsan
Tel. 03-89247500 Faks: 03-89247501**

NO. SEBUTHARGA : TNB/YTN 16/5/1 BIL. 123/2024
PERKARA : PELANTIKAN EJEN KUTIPAN HUTANG YAYASAN
 TENAGA NASIONAL (YTN) BAGI TAHUN KEWANGAN
 2025

A. TUGAS DAN TANGGUNGJAWAB

Bil.	Keterangan	Setuju	Tidak Setuju
1.	Panel hendaklah sentiasa memastikan kutipan yang maksima dari akaun-akaun yang diserahkan kepadanya dan dalam usaha tersebut hendaklah sentiasa memastikan bahawa kesemua undang-undang yang berkuatkuasa di Malaysia dipatuhi dan tidak menjejaskan nama baik Yayasan Tenaga Nasional ('YTN') dan Tenaga Nasional Berhad dari sebarang aspek.		
2.	Panel perlu membuat kutipan berdasarkan jumlah akaun dan dokumen yang diserahkan kepada Panel oleh YTN dan apa-apa jumlah terkini yang dimaklumkan secara bertulis dari masa kesemasa. Tiada sebarang komisen, surcaj ataupun penalti boleh dikenakan kepada penghutang.		
3.	Panel hendaklah sentiasa memastikan bahawa tiada sebarang bentuk kekasaran oleh Panel berlaku dari segi pertuturan dan tingkah laku dalam proses kutipan hutang.		
4.	Semasa menjalankan tugas, Panel mestilah tidak berada di bawah pengaruh alkohol, sebarang jenis dadah atau apa-apa sahaja yang boleh memberi kesan yang negatif yang boleh menjejaskan prestasi proses kutipan atau nama baik YTN.		
5.	Panel hendaklah memastikan bahawa Panel bebas dari sebarang rekod atau kesalahan jenayah dan polis.		

Bil.	Keterangan	Setuju	Tidak Setuju
6.	Semasa menjalankan tugas, Panel mestilah berpakaian kemas, sopan dan tidak dibenarkan memakai jeans, kemeja T atau seluar pendek.		
7.	Panel hendaklah sentiasa memastikan bahawa maklumat tentang akaun-akaun yang diserahkan tidak akan dikongsi/disebarkan kepada mana-mana individu / badan yang tidak ada kaitan dengan si berhutang dan mana-mana pihak ketiga serta menyimpannya dengan baik dan selamat serta mematuhi Akta Perlindungan Data Peribadi 2010		
8.	Panel hendaklah sentiasa memastikan bahawa surat kuasa dipamerkan untuk tujuan pengenalan diri sahaja kepada penghutang YTN semasa menjalankan perkhidmatan kutipan.		
9.	Panel adalah bertanggungjawab sepenuhnya terhadap sebarang kecuaiian atau ketinggalan yang dilakukan oleh Panel, pekerjaanya, agen dan wakilnya yang menyebabkan kerugian, kehilangan atau menjejaskan nama baik YTN dan TNB semasa menjalankan kutipan hutang atau atas apa-apa perkara yang dilakukan berkaitan dengan tugas dan tanggungjawab Panel.		
10.	Sekiranya terdapat anggota kerja Panel yang keluar/berhenti/meninggal dunia, secara automatik surat kuasa terbatal dengan sendirinya dan dikehendaki memulangkan semula surat kuasa tersebut dalam tempoh dua (2) hari kepada YTN.		
11.	YTN berhak untuk menamatkan perkhidmatan Panel sekiranya terdapat pelanggaran mana-mana syarat.		
12.	Panel adalah DILARANG dari mengaku atau memperkenalkan diri sebagai anggota kerja TNB\YTN dalam apa-apa situasi sekalipun.		

Bil.	Keterangan	Setuju	Tidak Setuju
13.	Panel hendaklah sentiasa menjaga imej dan nama baik YTN dan Tenaga Nasional Berhad.		

B. PENGENDALIAN KUTIPAN

Bil.	Keterangan	Setuju	Tidak Setuju
1.	<p>Kaedah pembayaran hutang:</p> <p>i) Cek Berbayar/ Bank Draf/ atas nama "YAYASAN TENAGA NASIONAL" dan dialamatkan ke:- Pengarah, Yayasan Tenaga Nasional, Aras 1, Blok BB, Universiti Tenaga Nasional, KM 7, Jalan IKRAM-UNITEN, 43009 Kajang, Selangor.</p> <p>ii) Panel TIDAK DIBENARKAN menerima kutipan secara tunai.</p>		
2.	Semua cek atau deraf bank yang diterima oleh Panel mestilah dimajukan kepada Pengarah YTN dalam tempoh dua puluh empat (24) jam dari masa penerimaan.		
3	Panel tidak dibenarkan untuk meluluskan bayaran ansuran, diskaun atau pengurangan hutang sekiranya terdapat permohonan dari penghutang. Sebaliknya hendaklah mengarahkan penghutang merujuk kepada YTN dan kelulusan hanyalah daripada Pengarah YTN.		
4.	Sekiranya berlaku sebarang kehilangan cek atau deraf bank sebelum ianya berjaya diserahkan kepada wakil YTN yang telah diberikuasa, adalah menjadi tanggungjawab Panel untuk memaklumkan semula penghutang berkenaan dan YTN. Jumlah tersebut perlulah diganti dalam tempoh masa 30 hari dari tarikh sebenar ianya diterima oleh panel. Sekiranya gagal, penalti sebanyak satu peratus (1%/sehari) boleh dikenakan oleh YTN.		

Bil.	Keterangan	Setuju	Tidak Setuju
5.	Panel dikehendaki menyediakan laporan kutipan secara bulanan atau bila-bila masa yang ditetapkan oleh pihak YTN dan dimajukan kepada Pengarah YTN pada 7hb bulan berikutnya.		
6.	YTN berhak menjalankan pemeriksaan mengejut (audit) ke atas dokumen-dokumen kutipan dan rakaman perbualan sekiranya perlu, dan Panel perlulah menyediakan sebarang dokumen dan rakaman perbualan yang diperlukan untuk memudahkan proses audit.		
7.	Panel hendaklah mengembalikan semua dokumen-dokumen asal kutipan kepada YTN dan memusnahkan semua salinan dokumen kutipan sekiranya perkhidmatan Panel ditamatkan oleh YTN.		
8.	Panel perlu memajukan maklumat terkini seperti nombor telefon, alamat rumah, alamat emel dan maklumat lain yang dirasakan perlu di dalam senarai serahan kutipan berdasarkan carian yang telah dilaksanakan semasa tempoh kontrak kepada YTN apabila diminta		

Nota:

1. Panel perlu terlebih dahulu mendapat arahan kerja/senarai tunggakan akaun berkaitan dari pihak YTN.
2. Panel perlu terlebih dahulu mendapat kebenaran masuk ke dalam premis penghutang sebelum melakukan kerja di atas
3. Panel akan bertanggungjawab keatas semua kerosakan harta benda TNB atau AWAM atau PERSENDIRIAN semasa bertugas di premis penghutang

JADUAL HARGA

NO. TENDER : TNB/YTN 16/5/1 Bil. 123/2024
TARIKH TUTUP : 6 Februari 2025 (Khamis)
TENDER SAH SEHINGGA : 180 hari
TARIKH SERAHAN : Kontrak 1 Tahun

PELANTIKAN EJEN KUTIPAN HUTANG YAYASAN TENAGA NASIONAL (YTN) BAGI TAHUN KEWANGAN 2025

Skop Khidmat Agensi Kutipan Hutang:

- (i) Mengeluarkan surat peringatan kepada penghutang.
- (ii) Membuat tindakan susulan melalui telefon/emel.
- (iii) Menyediakan Laporan Bulanan bagi setiap kes yang ditugaskan pada setiap 7hb bulan berikutnya.
- (iv) Setiap pembayaran adalah atas nama Yayasan Tenaga Nasional.
- (v) Tidak menerima wang tunai.
- (vi) Memastikan tuntutan jumlah hutang seperti jumlah yang dikemukakan oleh Yayasan Tenaga Nasional (YTN).
- (vii) Carian pihak ketiga bagi maklumat peminjam yang tidak dapat dihubungi oleh pihak YTN namun perkhidmatan adalah terhad kepada carian maklumat peminjam untuk dihubungi sahaja dan bukannya untuk tujuan kutipan.
- (viii) Caj carian adalah berdasarkan per carian nombor kad pengenalan. Butiran carian pemilik kad pengenalan termasuk nombor telefon terkini, e-mel dan lain-lain maklumat yang dirasakan perlu oleh pihak YTN.
- (ix) Memastikan status serta nama baik YTN dan TNB terpelihara semasa menjalankan aktiviti kutipan hutang.
- (x) Menyimpan rapi maklumat berkaitan Yayasan Tenaga Nasional (YTN) dan mematuhi Akta Perlindungan Data Peribadi 2010 dan pemulangan semua maklumat Yayasan Tenaga Nasional selepas tamat kontrak.
- (xi) Perkongsian maklumat penghutang di dalam senarai serahan kutipan termasuk nombor telefon terkini, alamat terkini, email dan lain-lain maklumat lain yang di rasakan perlu oleh pihak YTN berdasarkan carian yang telah dilaksanakan oleh Agensi Kutipan sepanjang usaha kutipan dilaksanakan di dalam tempoh kontrak.

Jumlah komisen adalah disekalikan bagi semua caj yang berkaitan di dalam skop perkhidmatan di atas

Bil.	Keterangan Kerja	Anggaran Kutipan (RM)	Komisen %	Jumlah Kod (RM)
1	Komisen daripada setiap ringgit dan sen daripada harga kutipan (sila nyatakan dalam bentuk % sahaja cth. 2% daripada jumlah kutipan yang berjaya dikutip)	RM1,190,000.00		

Skop Khidmat Carian Pihak Ketiga

- (i) Carian pihak ketiga bagi maklumat peminjam yang tidak dapat dihubungi. Perkhidmatan adalah terhad kepada carian maklumat peminjam untuk dihubungi sahaja dan bukannya untuk tujuan kutipan.

Bil.	Keterangan Kerja	Anggaran Bilangan Carian	Per Kad Pengenalan (RM)	Jumlah Kos (RM)
2	Carian pemilik kad pengenalan termasuk nombor telefon terkini, alamat terkini, emel dan lain-lain maklumat yang dirasakan perlu oleh pihak YTN.	500		

Kami / Saya dengan ini ** bersetuju/ tidak bersetuju untuk dilantik menjadi Panel Ejen Kutipan Hutang Yayasan Tenaga Nasional dalam tempoh Tahun Kewangan 2025 iaitu bermula dari tarikh surat tawaran ditandatangani.

Kami / Saya dengan ini ** bersetuju/tidak bersetuju untuk mematuhi perkara-perkara yang dinyatakan dalam jadual di atas.

Tandatangan : Tandatangan :

Nama : Nama Saksi :

Tarikh : Tarikh :

Cop Rasmi :
Syarikat
(Nama & Alamat)

No. Tel. & Faks.

BORANG KETERANGAN SYARIKAT

Nama Syarikat :

Nombor Pendaftaran Syarikat :

Nombor Pendaftaran Kem. :
Kewangan

No. Rujukan Cukai Pendapatan :

Tarikh Penubuhan :

Jenis Syarikat :

Alamat Syarikat :

No. Telefon/Faksimili :

No. Telefon Bimbit :

Nama Pegawai Untuk Dihubungi :

Jawatan :

Jumlah & Kedudukan :
Modal Syarikat

Nama dan Alamat Bank Yang :
Memberi Kemudahan Kepada
Syarikat

No. Akaun Bank :

BORANG PERAKUAN MAKLUMAT

Kami/saya mengaku bahawa segala keterangan yang diberikan seperti dalam **Borang Keterangan Syarikat** adalah benar

Tandatangan :

Nama Penuh :

No. Kad Pengenalan :

Jawatan :

Cop Syarikat :

Tandatangan Saksi :

Nama Penuh :

No. Kad Pengenalan :

Jawatan :

Cop Syarikat :

Tarikh :

BORANG MAKLUMAT PENGALAMAN PETENDER
(Berkaitan dengan Agensi Kutipan Sahaja)

BIL	TAHUN	PELANGGAN	NILAI (RM) BERJAYA DIKUTIP

Nota : Sila gunakan kertas tambahan sekiranya ruangan di atas tidak mencukupi.



LETTER OF TENDER

NO. QUOTATION: TNB/YTN 16/5/1 BIL. 123/2024

**PELANTIKAN EJEN KUTIPAN HUTANG YAYASAN TENAGA NASIONAL (YTN)
BAGI TAHUN KEWANGAN 2025**

Yayasan Tenaga Nasional
1st Floor, Block BB,
Universiti Tenaga Nasional
KM 7, Jalan IKRAM-UNITEN
43000 Kajang Selangor

We have examined, understands and accept all terms and conditions of the Employer's General Conditions of Contract for Services, the Tender and all the documents listed as part of the Contract and we have obtained all necessary information in relation to this Contract and have obtained on our own responsibility and at our own expense any additional information which we consider necessary for the completion of this tender.

We accordingly offer to complete the Services and to perform all obligations under this Contract and warrants that the Services shall be in conformity with the Tender stated hereto for the sum of (In figures) (In words).

We agree to abide by this Tender until and it shall remain binding upon us and may be accepted at any time before that date. We fully understand that the Employer is not bound to accept the lowest tender, or any offer received for the Services.

And we undertake, in the event of our offer being accepted, we will provide the required Performance Security, to commence our obligations under the Contract and to complete the Services throughout the Contract Period.

And we further undertake, in the event of our offer being accepted, we agree to be bound by the Employer's General Conditions of Contract for Services and we hereby agree to execute a formal contract for the due performance of this Contract.

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

LETTER OF TENDER

NO. QUOTATION: TNB/YTN 16/5/1 BIL.123/2024

**PELANTIKAN EJEN KUTIPAN HUTANG YAYASAN TENAGA NASIONAL (YTN)
BAGI TAHUN KEWANGAN 2025 (continue...)**

Dated this _____ day of _____ 20 _____

Sign on behalf of
(*organization name*)

Name:

Capacity

Date:

In the presence of:

Name:

Capacity

Date:

Company's Stamp

SENARAI SEMAKAN PEMBEKAL
(Sila tandakan / dokumen yang diperlukan)

BIL.	PERKARA	TANDAKAN (✓)
1.	BORANG TAWARAN HARGA	
2.	BORANG KETERANGAN SYARIKAT	
3.	BORANG PERAKUAN MAKLUMAT	
4.	SALINAN SIJIL PENDAFTARAN KEMENTERIAN KEWANGAN MALAYSIA	
5.	SIJIL STATUS BUMIPUTERA	
6.	SIJIL PENDAFTARAN TNB	
7.	PENGALAMAN PEMBEKAL	
8.	APPENDIX TO CONDITION OF CONTRACT	
9.	LAIN-LAIN DOKUMEN YANG BERKAITAN	