

NOTIS SEBUTHARGA

Syarikat tuan/puan adalah dipelawa untuk menawarkan sebhutharga bagi perkhidmatan seperti di bawah menurut syarat- syarat seperti yang dicatatkan berikut :-

No. Sebhutharga	Tarikh dibuka	Tarikh ditutup	Sebhutharga sahlaku sehingga
TNB/YTN 16/5/1 Bil. 12/2025	10 Mac 2025	24 Mac 2025 @ 12.00 tengahari	6 BULAN

NO.	KETERANGAN
1.	<i>Pelantikan Panel Penyelenggaraan Penghawa Dingin pejabat Yayasan Tenaga Nasional (YTN) bagi tempoh April 2025 hingga Disember 2026</i>

SYARIKAT PERLU MENGEMUKAKAN SURAT/ PENDAFTARAN ASAL TNB/ KEMENTERIAN KEWANGAN/ PUSAT KHIDMAT KONTRAKTOR/ SIJIL PEMBEKAL/ KONTRAKTOR BUMIPUTERA SEWAKTU MEMBELI/ MENGAMBIL DOKUMEN SEBUTHARGA DAN SATU SALINAN SURAT/ SIJIL-SIJIL PENDAFTARAN HENDAKLAH DISERAHKAN KEPADA UNIT PEROLEHAN YTN BAGI TUJUAN REKOD.

"PELAWAAN TERHAD KEPADA SYARIKAT/ PEMBEKAL BUMIPUTERA SAHAJA" Kategori Pendaftaran: Kementerian Kewangan (KK) – 220301

- (a) Yayasan Tenaga Nasional (YTN) berhak menyetujui terima sebahagian ataupun sepenuhnya sebhutharga yang ditawarkan.
- (b) Yayasan Tenaga Nasional (YTN) tidak terikat menyetujui terima sebhutharga yang paling rendah atau mana-mana sebhutharga.
- (c) Syarikat yang menarik balik tawaran mereka sebelum sebhutharga dipertimbangkan atau menolak tawaran setelah disetujui terima oleh Yayasan Tenaga Nasional (YTN) akan dikenakan tindakan tatatertib sama ada dengan penggantungan atau pengguguran pendaftaran syarikat untuk tempoh yang ditetapkan.
- (d) Syarikat yang gagal membekalkan barang-barang dalam masa yang ditetapkan setelah menerima pesanan atau kontrak pembekalan boleh dikenakan tindakan seperti berikut :-
 - (i.) Potongan bayaran/ denda sebanyak RM100.00 sehari atau 2% (yang mana lebih tinggi) sebulan sehingga maksima 10% daripada nilai pesanan tempatan atau kontrak berkenaan *atau*
 - (ii.) Dikehendaki membayar perbezaan harga tempatan/ kontrak yang dikeluarkan kepada syarikat yang lain yang dipilih oleh Yayasan Tenaga Nasional (YTN) bagi mendapatkan barang-barang/perkhidmatan yang gagal dibekalkan *atau*
 - (iii.) Penggantungan pendaftaran Syarikat untuk tempoh yang akan ditetapkan oleh Yayasan Tenaga Nasional (YTN).

Borang sebhutharga yang telah diisi dengan lengkap hendaklah dimasukkan ke dalam sampul surat yang dimeteraikan serta ditulis dengan jelas menggunakan **huruf besar, no. rujukan sebhutharga** dan **tarikh tutup** di penjuru atas sebelah kiri di atas sampul surat tuan/puan. Sebhutharga yang lengkap hendaklah dimasukkan ke dalam **Peti Tender YTN** tidak lewat daripada waktu dan tarikh yang telah ditetapkan. Harga yang ditawarkan hendaklah tetap bagi sahlaku selama **enam (6) bulan** dari tarikh sebhutharga ditawarkan. **Borang sebhutharga yang tidak mempunyai cop syarikat tidak akan dilayan.**



(MOHAMAD NOR AZALI BIN LAJIN) ^{re}
Pengarah
Yayasan Tenaga Nasional

PERCUMA



No. Sebutarga TNB/YTN 16/5/1 Bil. 12/2025	Tarikh dibuka 10 Mac 2025	Tarikh ditutup 24 Mac 2025 @ 12.00 tengahari	Sebutarga sahlaku sehingga 6 BULAN
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NO.	KETERANGAN
1.	<i>Pelantikan Panel Penyelenggaraan Penghawa Dingin pejabat Yayasan Tenaga Nasional (YTN) bagi tempoh April 2025 hingga Disember 2026</i>

Tempat Perkhidmatan Diberikan :

Yayasan Tenaga Nasional,
Aras 1, Blok BB,
Universiti Tenaga Nasional,
Km.7, Jalan IKRAM - UNITEN,
43000 Kajang,
Selangor Darul Ehsan

- Harga yang ditawarkan hendaklah serahan bersih termasuk semua cukai-cukai kerajaan, insurans, kos penghantaran ke tempat serahan, dan pemasangan dll.
- Sebarang pertanyaan mengenai proses perolehan, sila hubungi hubungi Puan Zalina Abdul Ghani/Puan Ruzila Ismail di talian 03-89247500

TERBUKA KEPADA SYARIKAT/KONTRAKTOR BUMIPUTERA YANG MASIH SAH PENDAFTARANNYA DENGAN TENAGA NASIONAL (TNB) DAN KEMENTERIAN KEWANGAN (KK)

Kategori Pendaftaran: Kementerian Kewangan (KK) - (220301) dan memiliki Kad Keselamatan NIOSH TNB

Setelah meneliti dan memahami spesifikasi, syarat-syarat sebutarga, kami/ saya yang menurunkan tandatangan seperti di bawah ini bersetuju melaksanakan kerja-kerja pembekalan di atas dengan harga seperti yang dinyatakan di dalam jadual di atas dalam tempoh yang ditetapkan dan bersetuju dikenakan denda lewat sebanyak RM100.00 sehari dari tarikh tempoh siap kerja yang ditetapkan.

Tarikh : _____

Nama : _____

No. Telefax : _____

No. Telefon : _____

No. Telefon Bimbit : _____

Tandatangan & Cop Syarikat

PERCUMA

No. Sebutharga TNB/YTN 16/5/1 Bil. 12/2025	Tarikh dibuka 10 Mac 2025	Tarikh ditutup 24 Mac 2025 @ 12.00 tengahari	Sebutharga sah laku sehingga 6 BULAN
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**SENARAI PENGHAWA DINGIN YANG DICADANGKAN UNTUK DISELENGGARA ADALAH
SEPERTI BERIKUT:-**

BIL	Jenama	HP	Model	Bilangan Unit	Lokasi
1	York (Ceiling Cassette)	2.5	YCC25G	7	6- Ruang kerja 1- Bilik Seminar
2	1. York (Wall Mounted) 2. Daikin (Wall Mounted)	2.5	1.FT20LVIL/FT20LVIL- WM-GI/RV60PBVIM 2.RV60PBVIM	2	Bilik server
3	York (Wall Mounted)	1.0	YWM10G-AMLBF	15	13- Bilik eksekutif 2- Surau
4	York (Wall Mounted)	1.5	YWM15L-AMLDB	2	1- Kaunter Bayaran 1- Bilik Perbincangan
5	York (Wall Mounted)	2.0	YWM20L-AMLDA	1	Bilik Fail pelajar
6	York (Wall Mounted)	2.0	YWM20L- YSL20C3	1	Bilik Pusat Sumber
7	Panasonic & Daikin (Ceiling Cassette)	2.5	CS-PC24DB4H FCN20/25/30/40/50 A2VI	2	Ruang Tamu
8	York (Wall Mounted)	2.5	YWM20L/YSL20C3	2	1- Bilik Pengarah 1- Bilik Mesyuarat
9	Daikin Deluxe (Wall Mounted)	2.5	FTKU-B	1	Bilik Seminar
10	ACSON (Wall Mounted)	2.0	AWM20FAA	1	Bilik Pengurus Kanan 1
11	York (Wall Mounted)	1.0	YWM10G-AMLBF	1	Bilik Pengurus Kanan 2
Jumlah Keseluruhan				35	

**CADANGAN JADUAL PENYELENGGARAAN PENGHAWA DINGIN OLEH PIHAK VENDOR
SETIAP 4 BULAN SEKALI DARI APRIL 2024 SEHINGGA DISEMBER 2024**

BIL	BULAN	PERKARA
1.	April 2025	Penyelenggaraan Pertama
2.	Ogos 2025	Penyelenggaraan Kedua
3.	Disember 2025	Penyelenggaraan Ketiga
4.	April 2026	Penyelenggaraan Kelima
5.	Ogos 2026	Penyelenggaraan Keenam
6.	Disember 2026	Penyelenggaraan Ketujuh

SKOP KERJA	Harga (RM) / Setiap Penyelenggaraan	Harga (RM) Keseluruhan
<p>Pelantikan Panel Perkhidmatan Penyelenggaraan 35 Unit Penghawa Dingin Pejabat Yayasan Tenaga Nasional (YTN) Bagi Tempoh April 2025 hingga Disember 2026 dengan menjalankan kerja-kerja berikut :-</p> <ul style="list-style-type: none"> a) Memeriksa dan menambah gas penghawa dingin b) Memeriksa dan menyelenggara <i>Condenser Fan</i> penghawa dingin c) Memeriksa dan menyelenggara <i>Cooling Fan</i> penghawa dingin d) Memeriksa dan menyelenggara sesalur yang tersumbat dan bocor dari penghawa dingin ke kipas luar bangunan e) Memeriksa dan menyelenggara water pump termasuk servis "<i>water pump, bersih atau</i> tukar penapis udara dan lain-lain. f) Pemeriksaan elektrikal berkaitan penghawa dingin g) Memeriksa rumah motor dan bersihkan sebagaimana perlu h) Memeriksa <i>condensate drain</i> serta bersihkan saluran <i>condensate drain</i> sebagaimana perlu dan memastikan tiada halangan kotoran di dalamnya i) Memeriksa operasi alat kawalan jauh j) Memeriksa kedap dan paip daripada kebocoran dan membuat pembaikan sebagaimana perlu k) Memeriksa pemasangan unit, spring dan bolt daripada longgar dan ketatkan sebagaimana perlu l) Memeriksa motor elektrik kipas penyejat dan pemeluwap m) Memeriksa gegelung penyejat dan bersihkan dari kotoran dan debu dengan menggunakan kaedah chemical cleaning 	<p>RM _____</p>	<p>RM _____</p>

**PENGESAHAN SYARIKAT
(GUNAKAN LETTERHEAD SYARIKAT PEMBEKAL)**

Pengarah
Yayasan Tenaga Nasional

Tuan,

PENGESAHAN KEHADIRAN LAWATAN TAPAK

Adalah dengan ini, saya mewakili syarikat
mengesahkan telah melihat dan melawat pejabat Yayasan Tenaga Nasional (YTN)
untuk melihat fizikal kedudukan unit-unit penghawa dingin tersebut.

Setelah melihat kedudukan dan peralatan penghawa dingin tersebut, maka dengan
ini saya mengesahkan bahawa harga di dalam sebutharga tersebut telah
mengambil kira dengan keadaan dan kedudukan 35 buah penghawa dingin di
pejabat YTN.

Lawatan tapak tersebut telah dibuat pada :-.....

Sekian dimaklumkan,

.....
(Tandatangan)

Nama :

Cop Syarikat :



GENERAL CONDITIONS OF CONTRACT FOR SERVICES

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GENERAL CONDITIONS

1. DEFINITION OF TERMS

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

“**Affiliate**” means in relation to the Employer, an entity:

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

“**Appendix to Conditions of Contract**” means the completed pages entitled Appendix to Conditions of Contract which are appended to and form part of the Contract.

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

“**Conditions of Contract**” means these General Conditions and/or the Particular Conditions (if any).

“**Contract**” means the written legal agreement between the Employer and Service Provider and all other documents as listed in the Appendix to Conditions of Contract.

“**Contract Period**” means the duration to execute the Services as stated in the Letter of Award or the Appendix to Conditions of Contract.

“**Contract Price**” means the sum 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**” means the date of the Letter of Award.

“**Employer**” means Tenaga Nasional Berhad, its successor or permitted assigns.

“**Employer Group**” means the Employer’s Subsidiary and Affiliate.

“**Gratification**” shall have the same meaning as in the MACCA.

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

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

“**Letter of Award**” shall mean the letter of formal acceptance signed by the Employer and issued to the Service Provider for the purpose of the Contract.

“**Letter of Tender**” shall mean the document entitled Letter of Tender, which is completed by the Service Provider and includes the signed offer to the Employer for the Contract.

“**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 the Employer (whenever is applicable) to the Service Provider to commence the Services.

“**Parties**” shall mean the Employer and Service Provider and “**Party**” shall mean either the Employer or the Service Provider as the case may be.

“**Personnel**” means contract employees, permanent employees, contractors, agents, or representatives of the Service Provider or Subcontractor appointed by either Service Provider or Subcontractor respectively.

“**Relative**” shall have the same meaning as in the MACCA.

“**Services**” shall mean the services to be performed by the Service Provider as required under this Contract.

“**Service Provider**” shall mean the Party whose tender/offer has been accepted by the Employer and includes the Service Provider’s Personnel, successor or permitted assigns.

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

“**Subcontractor**” means independent subcontractor appointed by the Service Provider including its Personnel.

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

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

2. LAW, LANGUAGE AND INTERPRETATION

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

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

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

3. PRIORITY OF THE DOCUMENTS

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

4. COMPLIANCE WITH THE LAWS

The Service Provider in performing the obligations under this Contract shall comply with the Laws and the Employer's rules, regulations and procedures. The Service Provider shall also give all notices, pay all taxes, duties, fees, levies and obtain all permits, licenses and approvals as required by the Laws. The Service Provider warrants that it shall indemnify the Employer 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 Service Provider, unless stated otherwise.

5. THE SERVICE PROVIDER'S GENERAL WARRANTIES & REPRESENTATIONS

5.1 The Service Provider warrants that:-

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

5.2 The Service Provider hereby warrants and undertakes that:

- i) it has read, understood and shall abide by the Employer's Sustainable Procurement Code of Conduct accessible at the Employer's website;
- ii) act honestly and fairly;
- iii) provide the Employer with true and accurate information;
- iv) comply with the Employer's position on anti-corruption, along with any guidelines on ethics and integrity communicated by the Employer and made available in the Employer's official website;
- v) not offer or provide, directly or through any intermediaries, any bribe, gift, hospitality, entertainment, donation, consideration, reward, favour, any material or immaterial benefit or other gratification, commission, fee, brokerage or inducement to an employee, director or other representative of the Employer, for the purpose of improperly influencing a business decision to act contrary to the Employer's interest or for the purpose of obtaining any advantage in the implementation of a contract;
- vi) not offer or provide any gratification which might be considered a bribe under either local or international legislation to a government official, either in Malaysia or any other country;
- vii) not collude with other parties interested in this Contract to preclude or compromise the implementation of this Contract. The Service Provider also undertakes to report to the Employer, through its official reporting channels, any such attempts made by others to involve the Service Provider in acts of collusion against the Employer;
- viii) not use improperly, for purposes of competition or personal gain, or pass on to others, any information which may be reasonably be regarded as confidential and is provided by the Employer as part of the business relationship, including plans, technical proposals and business details including information contained or transmitted electronically;

- ix) not to give any gratification to a public official, in order to expedite a process in relation to work carried out for the Employer;
- x) not participate in any other criminal activity, such as extortion, embezzlement, money laundering, or any similar or equivalent improper act or practice;
- xi) take all measures to prevent corrupt practices, unfair means and illegal activities at all times while carrying out its contractual obligations for or on behalf of the Employer;
- xii) inform the Employer if any employee or director of the Service Provider or any person acting on behalf of the Service Provider, either directly or indirectly, is a relative of any of employee or director of the Employer, or alternatively, if any employee or director of the Employer or their relative has any interest, financial or otherwise, in the Service Provider;
- xiii) not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee or director of the Employer;
- xiv) ensure that staff and other representatives of the company dealing with the Employer, or acting on behalf of the Employer in servicing a contract, are aware of the provisions above;
- xv) immediately notify the Employer in writing, if it is aware of any breach of this provision, or if it becomes reasonably suspicious that this provision may have been breached;
- xvi) the Service Provider shall not directly or indirectly, negligently do or fail to do anything which would have the effect of putting the Employer in breach of any obligations to a third party of which the Service Provider is aware of, at the time of execution of this Contract, or of which the Service Provider should reasonably be expected to be aware at the time of execution of this Contract or to exposing the Employer to liability to any third party;
- xvii) the Service Provider shall not use any information or materials supplied to it by the Employer in a manner which will be or is likely to be detrimental to the Employer and its business. The Services performed does not and shall not infringe any intellectual property rights or any other right of any other nature of any person and shall not subject the Employer to any claim for infringement of any proprietary rights of any third party; and
- xviii) the Services shall be performed in accordance with all the requirements set out in this Contract. The Employer reserves the right to take action as provided under this Contract if the Service Provider fails to perform all or any part of the Services or delay in completing the Services.

5.3 Where the Employer has reasonable concerns regarding behaviour involving gratification on behalf of the Service Provider, the Employer shall have the right to:

- i) direct the Service Provider to investigate the matter, and the Service Provider shall carry out its investigations in the manner as directed by the Employer; and/or
 - ii) conduct its own investigation into the matter, and the Service Provider shall provide all reasonable assistance, information and documentation to the Employer, in respect of the conduct of investigations.
- 5.4 The Service Provider hereby acknowledges and understands that the warranties and representations stated within this Contract are to be strictly adhered to and therefore further acknowledges that in order to ensure the high standards of performance and conduct of this Contract, the Employer reserves the right to request for or on its own accord, inspect, examine (including but not limited to) all documents, correspondence, records, paperwork, computer software or accounts of the Service Provider that relates to this Contract at any time the Employer so wishes throughout the duration of this Contract. In the event such measures are adopted, the Service Provider shall offer its full cooperation and assistance to the Employer to facilitate such situations.

6. THE SERVICES

- 6.1 The Service Provider shall perform the Services throughout the Contract Period 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. The Services shall be undertaken and performed by the Service Provider:
- i) strictly in conformity with the Specification and in accordance with the Contract;
 - ii) exercising the degree of care, skill, diligence, efficiency and professionalism in the discharge and performance of the Services with standards normally exercised by highly qualified persons in the performance of similar services; and
 - 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 the Employer.
- 6.2 For clarity, any data, report, map, photograph, plan, drawing, record or other information given or forwarded by the Employer to the Service Provider shall not relieve the Service Provider of its obligations for the Services. The Employer gives no warranty in any manner whatsoever for the data, reports, maps, photographs, plans, drawings, records or information either as to the accuracy or sufficiency and the Service Provider when it makes use of and interprets the same, shall do so entirely at its own risk and shall not constitute a breach of obligation on the part of the Employer under this clause if such data, report, map, photograph, plan, drawing, record or information is not accurate or sufficient for the purpose of performing the Service Provider's obligation under the Contract.

6.3 The Service Provider shall not subcontract any of the Services to any party without prior written consent of the Employer. In the event of the Employer consented for the Service Provider to subcontract any of the Services, the Service Provider shall ensure that:

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

6.4 Prior to the execution of the Services at the Employer's premise / site, the Service Provider 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 the Employer from time to time. The consent form shall be submitted by the Service Provider to the Employer before the commencement of Services at the Employer's premise / site.

7. PERSONNEL

The Service Provider shall ensure that its employees are qualified, experienced and competent Personnel. The Service Provider shall exercise supervision and take full responsibility for the acts, actions, defaults and negligence of its Personnel. Whenever its Personnel is present on the premise /site of the Employer, the Personnel shall comply with the Employer's rules, regulations and procedures.

8. DEFICIENCY OF THE SERVICES

8.1 If the Employer notifies the Service Provider in writing of any deficiency or non-conformity in the Services during the Contract Period, the Service Provider shall immediately remedy or make good such deficiency or non-conformity within the period as stated in such notice and at no extra cost to the Employer. Failing which gives the Employer the right to take the following:

- i) the Employer may obtain from a third party to remedy or to make good such deficiency and the Service Provider shall be liable for all costs and expenses including (but not limited to) the price difference, insurance and taxes. Such payment may be deducted from any payment due under this Contract or otherwise and/or from the performance security as the case may be;
- ii) to determine a reasonable reduction of the Contract Price; or
- iii) to terminate this Contract according to the terms and conditions of this Contract. Without prejudice to any other rights, the Employer shall be entitled to recover all direct losses and any other costs related.

9. SUSPENSION OF SERVICES

- 9.1 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 17; or
 - ii) by written notice from the Employer to the Service Provider requesting that such Services be suspended for a certain period of time stating the reason(s) for such suspension.
- 9.2 The Employer may at any time following a suspension ordered pursuant to paragraph (ii) above, give notice to the Service Provider to continue with the performance of the relevant part or all parts of the Services, as the case may be. The Employer may extend the Contract Period for a period the Services being suspended under this clause.

10. DELAY DAMAGES

- 10.1 In the event that the Service Provider delays in completing the Services, the Employer has the right to claim delay damages in the sum of Ringgit Malaysia One Hundred (RM100.00) or any other amount stated in the Appendix to Conditions of Contract, for each day of the delay. However, the maximum value for the delay damages shall not exceed the Contract Price.
- 10.2 The payment for the delay damages may be deducted from any payment due under this Contract and/or from the performance security as the case may be. If the amount of delay damages exceeds the amount due and/or the performance security, such shortfall shall be deemed as an amount due and owing by the Service Provider to the Employer. The Service Provider shall pay any shortfall from the amount due to the Employer within fourteen (14) days from the date of the Employer's written demand. The Employer reserves the right to take further actions if the Service Provider fails to pay the said sum.
- 10.3 These delay damages shall be deemed to be the actual loss which the Employer will suffer in the event that the Service Provider delays in performing the Services. The Service Provider by entering into this Contract agrees to pay to the Employer the said sum if the same become due without the need of the Employer to prove his actual damage or loss. However, these damages shall not relieve the Service Provider from its obligation to complete the Services or from any other duties, obligations or responsibilities which he may have under the Contract.

11. CONTRACT PRICE

- 11.1 The Employer shall pay the Contract Price in consideration of the Services rendered by the Service Provider in compliance to the terms and conditions of this Contract.
- 11.2 The Service Provider will bear all expenses including but not limited to out-of-pocket expenses, lodging, transportation incurred in relation to this Contract.

- 11.3 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.
- 11.4 If the Parties agree to a schedule of payment, the Employer shall make payment in adherence to such schedule as provided in the Specification. All invoice(s) will be payable within thirty (30) days from the date of receipt of the invoice(s) by the Employer.
- 11.5 The Employer may upon receipt of an invoice raise a written query in respect of the invoice which in the Employer's reasonable opinion does not reflect the service fees actually chargeable. Upon receipt of such query, the Service Provider shall within fourteen (14) days of the issue of the query, explain and clarify the matter in question. In the event the Employer is not satisfied with the explanation and clarification by the Service Provider, the Employer may submit such dispute for resolution pursuant to clause 18.
- 11.6 Subject to the above clause, the Employer shall within thirty (30) days from the receipt of the invoice(s), pay in full the amount invoiced less any amount in the invoice disputed (if any) by the Employer in good faith in writing and which is to be settled by the Parties under clause 18.
- 11.7 Notwithstanding of the above clauses, the Employer shall also have the right to withhold any payment due to the Service Provider, wholly or in part, under the following events:
- i) if the Service Provider commits any breach or default in the execution of the Services; and/or
 - ii) if the Service Provider caused delay or is likely to cause delay in the execution of the Services.

12. PERFORMANCE SECURITY

- 12.1 The Service Provider shall furnish the Employer, 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.
- 12.2 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. The Employer reserves the right to suspend and to withhold any payment due if the performance security is not received within the stipulated time. The Service Provider shall be required to use the format of performance security attached to this Contract and failure to use such format gives right to the Employer to reject the performance security.

- 12.3 In the event the Services have not been completed within the said validity of the performance security, the Service Provider shall extend the validity of the performance security. If the Service Provider fails to do so, the Employer is entitled to claim the full amount of the performance security. The Employer may also make a claim under the said performance security in the event of:
- i) failure by the Service Provider to remedy any default under this Contract within the stipulated time stated by the Employer; and/or
 - ii) failure of the Service Provider to make any payment due to the Employer, as either agreed by the Service Provider or determined under this Contract; and/or
 - iii) termination by the Employer due to the default of the Service Provider under clause 19, irrespective of whether notice of termination has been given.
- 12.4 The Employer shall return the performance security to the Service Provider within thirty (30) days after the Employer issues a written confirmation that the Services have been completed according to the terms and conditions of this Contract. All costs relating to the said security under this clause shall be deemed to be part of the Contract Price.

13. INSURANCE

- 13.1 The Service Provider shall procure and maintain, insurance(s) required under the Contract against any potential liability, loss or damage arising at common law and under the Laws throughout the Contract Period, at its own cost and expense.
- 13.2 If the Service Provider fails to do so and the Employer 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 Service Provider.
- 13.3 Nothing in this clause limits the obligations, liabilities or responsibilities of the Service Provider under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Service Provider in accordance with these obligations, liabilities or responsibilities.
- 13.4 The Service Provider 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.

14. CONFIDENTIALITY OF INFORMATION

- 14.1 For the purpose of this Contract, "Confidential Information" means:
- i) information of whatever nature relating to the Employer and its business which is disclosed to the Service Provider in written, pictorial, electronic or in any other form, from or pursuant to discussions with any of the officers, employees, agents or advisers of the Employer; and/or

- ii) information of whatever nature relating to the business of the Employer obtained during the execution of the Services or by observation during visits (if any) to its premise; and/or
- iii) analysis, compilations, studies and other documents prepared by the Service Provider or the Service Provider's advisers which contain or otherwise reflect or are generated from the information specified in paragraphs (i) or (ii) above.

Without limiting the generality of the foregoing, the expression Confidential Information shall also include all facts, data, the Specification, the Tender, drawings, reports, accounts, expressions of views, board papers, processes, formulae, matters of a technical nature, research and development information, business records, notes, products, know-how, trade secrets, secret information, engineering, manufacturing, planning, employee details or other documents and things whether in written, oral, pictorial, electronic or in any other form disclosed and/or supplied by the Employer, its officers, employees, agents or advisers to the recipient.

14.2 In consideration of the receipt and disclosure of the Confidential Information by the Employer to the Service Provider for the purpose of this Contract, the Service Provider hereby undertakes to the Employer that:

- i) The Service Provider shall maintain the Confidential Information in confidence and use it for the purpose of executing the Services under this Contract ("**Permitted Purpose**") and not for any other purpose. Without prejudice to the generality of the foregoing, the Service Provider undertakes that it:
 - a) shall not make use of any Confidential Information in any manner other than for a Permitted Purpose;
 - b) shall not use or disclose any Confidential Information in whatsoever manner for the benefit of itself or any third party and shall not permit or disclose or assist any third party to make use of the same;
 - c) shall not use the Confidential Information in any manner detrimental to the Employer or any of its related corporations and/or its related subsidiary;
 - d) the Service Provider 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 the Employer;
 - e) the Service Provider shall not disclose any Confidential Information, except for the Permitted Purpose and in confidence to such of its employees or directors who are required in the course of their duties to receive the same; and

- f) the Service Provider shall keep the Confidential Information separate from all other documents and information the Service Provider may hold.
 - ii) The Service Provider 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 Service Provider uses to prevent the unauthorized use, dissemination or publication of its own most valuable confidential and proprietary information.
- 14.3 The Service Provider's obligations under clause 14.2 shall not apply to information:
- i) which is or becomes public knowledge other than by a breach of an obligation of confidentiality by the Service Provider; or
 - ii) which is required to be disclosed by law, by order of court of a competent jurisdiction or regulatory authority.
- 14.4 For clarity, the foregoing exception shall not apply to information relating to any combination of features or any combination of items of information merely because information relating to one or more of the relevant individual features or one or more of the relevant items (but not the combination itself) falls within any one or more of such exceptions under this clause. All Confidential Information disclosed shall remain the property of the Employer and the Service Provider obtains no right of any kind to any Confidential Information disclosed to it.
- 14.5 Upon a written request from the Employer for the return of the Confidential Information by the Service Provider, the Service Provider shall as soon as possible return all documents and materials supplied by the Employer whether it is in written, electronic, graphic or physical form and all copies or reproductions thereof, containing all the Confidential Information to the Employer and where applicable shall delete all Confidential Information from any computer, word processor or other device containing it. The Service Provider shall certify in writing to the Employer that it has complied with the requirements of this clause.
- 14.6 In the event that the Service Provider 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 Service Provider may make such disclosure provided that the Service Provider shall give the Employer immediate notice prior to such disclosure and shall consult with the Employer prior to such disclosure with a view of avoiding such disclosure. The Service Provider undertakes to fully cooperate and take all lawful measures with the Employer in the event that the Employer, where legally permissible, elects to challenge the validity of such requirements to disclose.
- 14.7 The Parties agree that this clause shall survive the expiry or termination of this Contract. In the event of breach or termination of this Contract for whatever reason, the Service Provider shall immediately return all the Confidential Information to the Employer in accordance with the provisions of clause 14.5 of this Contract.

14.8 The Employer shall be entitled to seek equitable relief, including seeking specific performance or injunctive relief in the event of any breach of clause 14 by the Service Provider. Such remedies shall not be deemed exclusive to this Contract and shall be additional to all other remedies available at law or equity. The Service Provider shall indemnify the Employer for any costs, claims, demands or liabilities of whatsoever nature arising directly or indirectly out of a breach of the Service Provider's obligations under this clause provided that there is no negligence, fraud or wilful default on the Employer's part.

15. OWNERSHIP

15.1 Whenever is applicable, all of the policies, data, information, reports, analyses, handbooks, recommendations, instructions, manuals and/or other documents, if any created for, produced for or commissioned by the Employer under this Contract and copyright therein and all intellectual property rights relating thereto, shall be the property of the Employer. For the avoidance of doubt, the Service Provider shall not be allowed to retain any copy of the said document unless with prior written consent given by the Employer. The intellectual property rights in methodologies, processes, tools and templates brought by the Service Provider in the course of this Contract shall remain and be vested in the Service Provider.

15.2 The equipment, goods and all other items supplied by the Employer and/or purchased by the Employer and/or purchased by the Service Provider for the Employer under this Contract shall remain at all times the property of the Employer. However, any equipment and tools brought by the Service Provider for the execution of the Services use shall remain the property of the Service Provider.

16. INDEMNITY

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

17. FORCE MAJEURE

17.1 Neither Party of this Contract will be in breach of its obligation herein or any part thereof as a result of the occurrence of an Event of Force Majeure. An ("Event of Force Majeure") will mean an event beyond the reasonable control of the affected Party which the Party is unable to prevent, avoid or remove and which makes the Party's performance of its obligations under this Contract impossible or illegal or so impractical as to be considered impossible under the circumstances for the purpose of this Contract, which include, but not limited to:

- i) war (whether declared or not), hostilities, invasion, armed conflict, act of foreign enemy, rebellion, revolution or usurped power;
- ii) acts of terrorism, sabotage or criminal damage;

- iii) compliance with any act, legislation, regulation or order by government;
- iv) nuclear explosion, radioactive or chemical contamination or ionizing radiation;
- v) natural catastrophes including but not limited to earthquake, floods, subsidence, lightning and exceptional inclement weather and subterranean spontaneous combustion;
- vi) riot and disorder, strikes, declared lockout, labour unrest or other industrial disturbances (affecting the performance of this Contract) which causes or can reasonably be expected to cause either Party to fail to comply with its obligations under this Contract;
- vii) acts of God including declared pandemic or epidemic by relevant local authorities and any other matters whether similar to matter herein specifically enumerated or not; or
- viii) lockdown or restriction order issued by the government or authority.

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

- i) as soon as practicable give notice to the other Party of the event or circumstance alleged to constitute an Event of Force Majeure which notice include full information about the event or circumstances and provide statement of the steps and the time estimated to be necessary to remove such failure;
- ii) take all reasonably practicable steps to rectify the event or circumstance causing the failure and to minimize the damage, loss whatsoever; and
- iii) give notice of the resumption of the performance under this Contract.

17.3 A Party claiming relief from its obligations by reason of Force Majeure, wholly or in part will be relieved of its obligations under this Contract to the extent only for as long as the occurrence or circumstance constituting the Event of Force Majeure continues and without prejudice to the payment of monies then due or to give any notice which may be required under this Contract.

17.4 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.

17.5 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 Contract by giving the other Party notice in writing to that effect.

18. DISPUTE RESOLUTION

- 18.1 If a dispute of any kind whatsoever arises between the Parties in connection with, or arising out of, the Contract or the execution of the Services, whether during the execution of the Services or after their completion and whether before or after repudiation or other termination of the Contract ("**Dispute**"), the Party shall, in the first place, issue a notice of dispute to the other Party ("**Notice of Dispute**"). Such notice shall state the details of the Dispute and that it is given pursuant to this Clause.
- 18.2 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 18.1 of above.
- 18.3 The conditions in Clause 18.1 and 18.2 above are condition precedents to the Parties' right to commence legal proceedings in the Courts of Malaysia.

19. TERMINATION BY THE EMPLOYER

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

- viii) and/or Subcontractor including their Personnel breached the HSE and/or LSR Requirements provided under the Contract, or any other contract that the Service Provider may have with the Employer.
- 19.2 In any of these circumstances except for 19.1(v) and (vii), the Employer may, upon giving fourteen (14) days' written notice to the Service Provider to terminate the Contract. However, in the case of sub-paragraph (v) and (vii), the Employer may by written notice terminate the Contract immediately. If this Contract is terminated under this clause, the Employer shall be entitled for the following:
- i) the Employer is relieved from its duty to pay any further sum pursuant to this Contract; and/or
 - ii) withhold payments due to the Service Provider until the costs of completion and remedying the deficiency of the Services, damages for delay (if any) and all other costs incurred by the Employer have been established; and/or
 - iii) recover from the Service Provider any losses and damages incurred by the Employer and any extra costs of completing the Services; and/or
 - iv) The Service Provider shall be liable for all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Employer arising from termination under the said sub clauses. For the avoidance of doubt, the Parties hereby agree that the Service Provider shall not be entitled to claim from the Employer, any form of losses including loss of profit, damages, claims or other items whatsoever upon termination; and/or
 - v) the Employer shall be entitled to forfeit the performance security.
- 19.3 Without prejudice to any other rights of the Employer, if the Service Provider, 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 Contract, or any other agreement that the Service Provider may have with the Employer, the Employer shall be entitled to terminate this Contract and/or any other Contract that the Service Provider may have with the Employer at any time, by giving immediate written notice to that effect to the Service Provider.
- 19.4 The Service Provider shall be liable for all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Employer arising from termination under clause 19.3 above.
- 19.5 For the avoidance of doubt, the Parties hereby agree that the Service Provider shall not be entitled to claim from the Employer, any form of losses including loss of profit, damages, claims or other items whatsoever upon termination under clause 19.3 above.
- 19.6 The foregoing is without prejudice to any claim which the Employer may have against the Service Provider for any damages and compensation which the Employer would be entitled to under the law. In addition, the termination of the Contract shall not relieve the Service Provider from its duty to pay any liquidated damages having become due until the date of termination.

- 19.7 Notwithstanding Clause 19.6, the Employer may also recommend the Service Provider to be suspended, blacklisted or deregistered from participating in the Employer's future tender exercise for a period which the Employer deems fit, given the prevailing circumstances.
- 19.8 The Parties agree that the Employer has the right to terminate this Contract for any reason and without cause by providing sixty (60) days' prior written notice of such termination to the Service Provider.

20. TERMINATION BY THE SERVICE PROVIDER

- 20.1 Except if it results from a breach by the Service Provider of this Contract or if it occurs as a result of or during a force majeure event, the occurrence of any one of the following events shall constitute an event of default if the Employer:
- i) commits any continuing or material breach of any of its obligations under this Contract, which either is incapable of remedy or if capable of remedy, is not remedied within forty-five (45) days from the date of written request by the Service Provider; or
 - ii) is dissolved or liquidated, other than for the purpose of a voluntary dissolution or liquidation as part of a reorganisation or reincorporation.
- 20.2 The Service Provider may upon giving 45 days' notice to the Employer, terminate the Contract in the event of paragraph (i). However, in the case of paragraph (ii), the Service Provider may by notice terminate the Contract immediately.
- 20.3 Upon termination of the Contract under clause 19 and 20, the Service Provider shall take immediate steps to terminate the Services in a prompt and orderly manner and shall proceed to terminate all works under subcontracts (if any) as promptly as is practicable.
- 20.4 The Service Provider may claim from the Employer for the amounts payable in respect of the Services carried out or performed or a proper proportion of any such items which have been partially carried out or performed due to the termination under clause 19.4 and 20.2. However, the Employer has the right to deduct such payments from any payments due to the Employer under this Contract. Neither Party shall be liable for loss of profit or for any indirect or consequential loss, as a result of the operation of clause 19 and 20.

21. NOTICES

- 21.1 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 Contract, all notices and other communications to be given to any of the Parties pursuant to this Contract will be in writing and will be valid and sufficient if dispatched or sent by prepaid registered post, facsimile transmission, email or delivered personally to the address stated in the Appendix to Conditions of Contract or such other notified address as any of the Parties may, by written notice to the other Party substitute for its notified address.

- 21.2 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.
- 21.3 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.
- 21.4 Notwithstanding anything to the contrary in Clause 21.3 (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.
- 21.5 Any services of legal notices will be made in accordance with the relevant courts' rules.

22. ASSIGNMENT

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

23. COST

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

24. 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 Contract upon any default on the part of the other Party shall impair any right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default; nor shall any action by any Party in respect of any default or any acquiescence in any such default affect or impair any right.

25. SEVERABILITY

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

26. SUCCESSORS BOUND

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

27. INDEPENDENT CONTRACTOR

The Service Provider hereby acknowledges and agrees that it is appointed by the Employer to carry out the Services as an independent contractor at the fees and upon the terms and conditions of this Contract and pursuant thereto.

28. HSE REQUIREMENTS

- 28.1 The Service Provider, Subcontractor and the Personnel in carrying out the Services under the Contract shall comply with the Employer's HSE Requirements.
- 28.2 The Employer places importance on the HSE issues and the Service Provider 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.
- 28.3 The Service Provider may appoint Subcontractor to perform the Services and shall at all times comply with the requirements of this Clause 28 and **Appendix 1** of the Contract. The Service Provider shall ensure that its Personnel and Subcontractor shall inform themselves of, understand and comply with the HSE Requirements of the Employer.
- 28.4 To the extent that the Service Provider and/or Subcontractor attend any site owned or controlled or occupied by the Employer or any member of the Employer Group for any reason, such Service Provider 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. The Employer and any member of the Employer Group reserve the right to demand the immediate withdrawal of the Service Provider and/or Subcontractor and/or Personnel not complying with the foregoing.
- 28.5 In addition, the Employer or any member of Employer Group may require the Service Provider and/or the Subcontractor to comply in the performance of the Services with any other the Employer or Employer Group regulations, requirements, procedures, practices, systems or policies that are issued by the Employer or any member of Employer Group from time to time.

- 28.6 The Employer shall have the right to inspect and audit the records of the Service Provider and any Subcontractor (the Service Provider 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 the Employer to verify compliance by the Service Provider 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 the Employer.
- 28.7 LIFE SAVING RULES (LSR) REQUIREMENTS
- The Service Provider, Subcontractor and the Personnel carrying out the Services in the Employer's premise / site shall comply with the Employer's LSR Requirements.
- 28.8 The Service Provider shall ensure that its Personnel and Subcontractor shall inform themselves of and understand and comply with the LSR Requirements of the Employer.
- 28.9 No person who has previously violated LSR Requirements under any contract with the Employer or with any other company shall be allowed to carry out technical Services at the Employer's premise / site. The Service Provider shall not appoint any Subcontractor or Personnel who has previously violated the Employer's LSR Requirements under any contract with the Employer to carry out the technical Services in the Employer's premise / site.
- 28.10 In the event of any breach and/or non-compliance to the LSR Requirements by the Service Provider and/or Subcontractor and/or Personnel, the Employer shall reserve the right to stop the Service Provider and/or Subcontractor and/or Personnel from carrying out the Services and demand the immediate withdrawal of the Service Provider and/or Subcontractor and/or Personnel from the Employer's premise / site. A thorough investigation will be carried out by the Employer to investigate the incident. Any cost incurred during the investigation period by the Employer including the delay in completing the Services shall be borne by the Service Provider.
- 28.11 Upon the occurrence of incident in Clause 28.10 above, the Service Provider and/or Subcontractor and/or Personnel is subject to consequence management action by the Employer including but not limited to:
- i) the Personnel shall be blacklisted and shall not be allowed to carry out technical Services at Employer's premise / site for any contract with the Employer;
 - ii) revocation of the competency certificate of the Personnel issued by TNB;
 - iii) the Service Provider and/or Subcontractor may be suspended from joining the Employer'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 Service Provider and/or Subcontractor may be suspended from joining the Employer'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.

29. PERSONAL DATA PROTECTION

- 29.1 Both Parties agree to comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations in Malaysia, including but not limited to the Personal Data Protection Act 2010 (PDPA 2010), its subsidiary legislation and associated code of practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any or all information related to the performance and obligations under this Contract. The Service Provider agrees that the Service Provider shall procure its employees, Subcontractor and/or Personnel agree to adhere and to comply with the Employer'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.
- 29.2 For the purpose of performance of this Contract, the Service Provider hereby confirms that in the event the Service Provider provides the Employer with any personal data relating to any individual(s) including information relating to the Service Provider's shareholders, directors, officers and/or Personnel (if required), the Service Provider hereby warrants to the Employer that the Service Provider has obtained the individuals' consent in accordance with the PDPA 2010.
- 29.3 The Service Provider shall not transfer any personal data of a data subject to a place outside Malaysia without the prior written consent of the Employer, or the Service Provider shall ensure that place in force any legislation that serves the same purposes or which is at least equivalent to the level of protection afforded by the Malaysian PDPA 2010.
- 29.4 The Service Provider shall implement adequate technical and organisational security measures to protect the personal data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction.
- 29.5 The Service Provider shall have the obligation to securely dispose of all personal data whether in written, electronic or other form or media given by the Employer and shall certify in writing to the Employer that such personal data has been disposed of securely upon request by the Employer at any time during the term or upon termination of this Contract, if it is no longer required for the purpose for which it was to be processed. For avoidance of doubt, PDPA 2010 does not override other applicable laws in Malaysia that allows the retention of documents for a specified period, upon the expiry or termination of the Contract.
- 29.6 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 Contract, including without limitation those arising out of any third party demand,

claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Legislation by the defaulting Party or its employees, servants, agents or representatives.

- 29.7 For the purpose of information and notification, the Employer's Personal Data Protection Policy can be accessed through <https://www.tnb.com.my/terms-policy/personal-data-protection-policy-pdpa>.

30. ELECTRONIC SIGNATURE

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

31. ENTIRE CONTRACT

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

[END OF CLAUSES]



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 YAYASAN TENAGA NASIONAL FOR THE PURPOSE OF CARRYING OUT TECHNICAL WORKS IN YAYASAN TENAGA NASIONAL'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 Yayasan Tenaga Nasional its agents and authorized service providers ("YTN") 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 YTN 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 YTN in accordance with the PDPA.
- c. I hereby agree and understand that YTN 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 YTN 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 YTN accordingly.

3. I have read YTN Personal Data Protection Policy which can be accessed at <https://info365.uniten.edu.my/yesportal/Home/GETPdfB>.

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:

LETTER OF TENDER

NO SEBUTHARGA : TNB/YTN/1 BIL 12/2025
PELANTIKAN PANEL PENYELENGGRAAN PENGHAWA DINGIN PEJABAT YAYASAN TENAGA NASIONAL (YTN) BAGI TEMPOH APRIL 2025 SEHINGGA DISEMBER 2026

YAYASAN TENAGA NASIONAL
ARAS 1, BANGUNAN BB, UNITEN, KM 7, JALAN UNITEN-IKRAM
43009 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.

Dated this _____ day of _____ 20 _____

Sign on behalf of
(organization name)

In the presence of:

Name:

Name:

Capacity

Capacity

Date:

Date:

Company's Stamp

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)

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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 "unharmed" have corresponding meanings.

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

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

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

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

"PLANT" includes-

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

"PRACTICABLE" means practicable with regard to –

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

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

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

"SAFE" means -

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

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

"SITE" means -

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

"TNB" means Tenaga Nasional Berhad

"NTSP" means NIOSH Tenaga Safety Passport – training provided by NIOSH

"TSP" means Tenaga Safety Passport – training provided by ILSAS

4.0 GENERAL RULES AND REGULATIONS

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

- (a) Occupational Safety and Health Act (OSHA) 1994 and Regulations made under the Act.
- (b) Electricity Supply Act 1990 and Regulations made under the Act.
- (c) Factories and Machinery Act 1967 and Regulations made under the Act.
- (d) Lembaga Pembangunan Industri Pembinaan Malaysia Act 1994.
- (e) Environmental Quality Act 1974 and Regulations made under the Act.
- (f) Fire Services Act 1984.
- (g) Radioactive Substances Act 1968.
- (h) Atomic Energy Licensing Act 1989.
- (i) Uniform Buildings by Laws 1983.
- (j) Employees Social Security Act 1969 (Act 4) and Regulations made under the Act.
- (k) Road and Transport Act 1958.
- (l) Employment Act 1955 (Act 265). (m) Relevant TNB Safety Rules & Regulations.

5.0 CONTRACTOR'S RESPONSIBILITY

5.1 Safety, Health and Environment Policy

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

5.2 HIRARC/JSA/Method Statement

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

5.3 HSE Training for Contractors' Employees

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

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

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

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

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

ii) CIDB – Green Card.

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

5.4 HSE Promotion

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

5.5 HSE Site Meeting

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

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

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

5.6 Contractor to Conform with Laws etc.

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

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

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

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

5.7 Contractor's Liability

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

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

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

5.8 Competency Requirements

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

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

6.0 LIFE SAVING RULES

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

6.1 Life Saving Rules

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

- a) Core Rules
- b) Supplementary Rules

a) Core Rules

1. Isolate, earth and test before touch
2. Valid permit to work mandatory.
3. Wear Arc Flash Suit when switching.

b) Supplementary Rules

1. Use fall protection.
2. Obtain authorisation before entering confined 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:






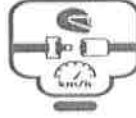



Life-Saving Rules (Electrical Safety) CORE RULES		
		
Isolate, earth and test before touch	Valid permit to work mandatory	Wear Arc Flash Suit when switching
SUPPLEMENTARY RULES		
		
Use fall protection	Obtain authorisation before entering confined space	Wear helmet/safety belt, No speeding
		
Caution, 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 at a working height of 2 metres or more is reached. A working height is the distance from the walking/working surface to a lower level. The full arrest system and accessories shall be provided but not limited to as specified below:-

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

(c) Reflective vest and traffic kits

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

(d) Protective clothing

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

19.6 Hand Protection

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

- (a) Handling sharp objects,
- (b) Handling acids, alkalis or other corrosive liquids,
- (c) Handling pesticides or other toxic substances,

- (d) Handling hot objects,
- (e) Handling cold objects,
- (f) When dealing with works that may cause electrical shock.

19.7 Foot Protection

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

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

20.0 NOISE CONTROL

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

21.0 SIGNAGE, NOTIFICATION AND BARRIERS

- (a) The Contractor shall comply with the Malaysian Standard MS 981 for colour coding wherever applicable.
- (b) Standard Symbolic safety signs and notices shall be prominently displayed at the required/designated areas e.g. labeling of hazardous substances, PPE, traffic signs, live conductors, etc.
- (c) Proper non-conductive barrier with signage shall be used to separate electrical live area and construction area.
- (d) Designated areas with instructions such as Wear Hard Hat, Wear Safety Shoes, Wear Ear Muff, No Smoking, and No Flame etc. must be strictly followed.

22.0 CONTRACTOR'S EQUIPMENT

- (a) The contractor is responsible for ensuring that all equipment brought to site are in good and safe working conditions and comply with all relevant legislations.

- (b) All lifting equipment brought to site shall be in a safe and good working condition. TNB reserves the right to inspect and reject them if found unsafe.

22.1 Lifting Gear

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

22.2 Generator Set

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

22.3 Air Compressor

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

23.0 WORKING ENVIRONMENT

23.1 Area of work

- (a) The TNB Management shall decide and gazette all working areas for contractors if required.
- (b) The contractor shall be responsible for the safety within his working area. Before the commencement of work, approved barriers/ hoarding (if required) and safety signboards shall be erected and prominently displayed.
- (c) Horseplay, loitering and straying from assigned place of work are prohibited.

- (d) The contractor's workers shall not encroach outside the 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 (DOSHS).
- (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 (NIOOSH) 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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LETTER OF TENDER

NO SEBUTHARGA : TNB/YTN/1 BIL 12/2025

PELANTIKAN PANEL PENYELENGGRAAN PENGHAWA DINGIN PEJABAT YAYASAN TENAGA NASIONAL (YTN) BAGI TEMPOH APRIL 2025 SEHINGGA DISEMBER 2026

YAYASAN TENAGA NASIONAL

ARAS 1, BANGUNAN BB, UNITEN, KM 7, JALAN UNITEN-IKRAM

43009 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.

Dated this _____ day of _____ 20 _____

Sign on behalf of
(organization name)

In the presence of:

Name:

Name:

Capacity

Capacity

Date:

Date:

Company's Stamp

SENARAI SEMAKAN PEMBEKAL
(Sila tandakan / dokumen yang diperlukan)

BIL.	PERKARA	TANDAKAN (/)
1.	BORANG TAWARAN HARGA	
2.	PENGESAHAN KEHADIRAN LAWATAN TAPAK	
3.	SALINAN SIJIL PENDAFTARAN KEMENTERIAN KEWANGAN MALAYSIA	
4.	SIJIL STATUS BUMIPUTERA	
5.	SIJIL PENDAFTARAN TNB	
6.	SALINAN KAD KESELAMATAN NIOSH TNB	
7.	PENGALAMAN PEMBEKAL	
8.	APPENDIX TO CONDITIONS OF CONTRACT	
9.	CONSENT FORM	
10.	LETTER OF TENDER	
11.	INTEGRITI PACT	