

**PENGURUSAN AIR SELANGOR SDN. BHD.**

Registration Number: 201401006213

**TENDER FORM**

To

The Chief Executive Officer,  
Pengurusan Air Selangor Sdn. Bhd.  
Air Selangor Head Office,  
Jalan Pantai Baharu,  
59200 Kuala Lumpur.

Sir,

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF STREET LIGHTINGS AT SG LANGAT DAM**

- 1 This is a tender for the work described in the tender documents for the above and represents our offer to you.
- 2 We confirm we accept and have complied with all the conditions of tendering including those in the tender notice and this tender form.
- 3 We confirm we have inspected the site and surroundings and have incorporated all risks associated with the site and surroundings in our tender.
- 4 We also confirm that we have inspected the Tender Table Documents and that our tender documents comprising various documents including the terms of contract, drawings, bills of quantities, specifications are exact copies of the Tender Table Documents.
- 5 We agree to be bound by all provisions in the tender documents including the terms of contract and drawings as listed and any other detail drawings supplied in amplification.
- 6 We also agree that before the signing of contract, prices and rates in the tender documents may be rationalized by the Contract Administrator and that the rationalized prices and rates will form the basis of valuation for interim payment and any variations that may be ordered by the Contract Administrator.
- 7 We offer to complete the works in accordance with the tender documents and those that may be inferred for the lump sum of **(SST included)**:

RM.....

In words, Ringgit Malaysia:

.....  
.....

- 8 We confirm all prices and rates in the tender documents including the tender price as stated in the above Item 7 shall include of all works and material necessary for timely and successfully completion of the Works in its entirety and shall include sales tax, service tax and all other taxes including but not limited to export, import, value added, use, local excise, personal property, withholding and other relevant taxes charges and all other incidental cost including without limitation all transportation, freight, insurance and packing charges which may be levied, imposed or assessed by the Government and/or any other relevant authorities in connection with the Works.
- 9 We undertake to complete the works within **FIFTEEN (15) months** from the date of possession of site or within any adjusted time provided in the terms of contract.
- 10 We wish to be allowed to tender for any provisional sums that may be included in the tender documents.
- 11 We understand and accept that the Client is not bound to accept this or any tender irrespective of what our tender price is. We also accept that no reasons need be given for accepting or rejecting any tender.
- 12 Our tender remains valid for 90 days from the final date fixed for the submission of tenders.
- 13 We will bear all expenses relating to the preparation of this tender and will not assert any claim in relation to the preparation of this tender whether or not any tender is accepted.
- 14 If our tender is accepted, we will, as soon as practicable, furnish a performance bond for the value and in the format stipulated in the contract documents from a bank, an Islamic bank or Bank Pembangunan & Infrastruktur Malaysia Berhad.
- 15 If we do not submit the performance bond in a timely manner, we agree that the total value of the performance bond stipulated in the contract documents may be set-off from any amount due under a payment certificate as performance security deposit in lieu of the performance bond provided by a bank.
- 16 If our tender is accepted, we will also provide all insurances and other documents as stipulated in the tender documents including the following:
- (i) Insurance for public liability (insurance against injury to persons and damage to property) and the cover note together with the receipt for the premium paid.
  - (ii) Insurance policy for works and the cover note together with the receipt for the premium paid.
  - (iii) Insurance policy for workmen compensation and the cover note together with the receipt for the premium paid.
  - (iv) Registration number under the Employee's Social Security (SOCSO) Scheme.

We undertake to furnish the relevant insurance policies within 30 days from submitting the cover notes.

## MANDATORY DOCUMENT

Failure to complete this form may result to disqualification

- 17 We agree that if we fail to provide the insurances or do not start with the works within 2 weeks from the date of possession, this constitutes a fundamental breach and the contract may be terminated at common law. Alternatively, the contractor's employment under the contract may be terminated.
- 18 We agree that as long as the contract documents have not been signed yet, this tender form and its acceptance constitute a legally binding contract.
- 19 We agree that if:
- (i) We prematurely withdraw the tender;
  - (ii) we impose any unilateral condition after the final date fixed for the submission of tenders; or
  - (iii) our tender is accepted but we do not execute the formal contract documents; or
  - (iv) our tender is accepted but we do not provide the performance bond as required by the terms of contract; or
  - (v) our tender is accepted but we fail to proceed with the works,

then, without prejudice to any other rights you may possess, you reserve the additional right to take disciplinary action against us or to cancel our registration as a contractor with you or take any other action you deem fit.

Date: .....

Authorised signatory of tenderer:

Witness's signature: .....

Full name: .....

.....

Identity card or passport number:

Full name: .....

.....

Designation: .....

In the capacity of:

.....(state designation)

Company name: .....

duly authorised to sign this tender for and on  
behalf of:

Address:

.....

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.....

(state company name)

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Tenderer's company seal or stamp:

**CONDITIONS OF TENDERING**

1. Tender Table Documents will be displayed at the place and at times specified in the tender notice.
2. Any discrepancies between the tender documents and Tender Table Documents and discrepancies within any document must be highlighted to the Contract Administrator, who will provide appropriate responses.
3. The Contract Administrator may issue letters, notices, or addenda at any time before the closing time of tender. These must be acted upon by the tenderer. All addenda must be incorporated as part of the tender submission.
4. All communication posted to the address notified by the tenderer is taken to be properly served.
5. Tenderers must complete all parts of the tender documents in ink.
6. Tenderers must enclose their tenders in a sealed envelope addressed as stipulated in the tender notice.
7. No unauthorised alterations may be made by the tenderer to any of the tender documents.
8. Incomplete documents or unauthorized alterations to the tender documents may result in the tender being rejected.
9. The completed and sealed tender documents must be delivered to the place stipulated in the tender notice not later than the time stipulated in the tender notice.
10. If the tenderer chooses to post the documents, it will only be treated as validly delivered if it arrives not later than the time stipulated in the tender notice.
11. Any tender delivered after the closing time will be rejected.