



LEMBAGA PELABUHAN BINTULU

BORANG SEBUTHARGA

Bila menjawab, sila nyatakan
nombor ini

No. Sebutharga

LPB/600/Q33/2015

(Kew. 284-Pin. 5/94)

KERAJAAN MALAYSIA
(ARAHAN PERBENDAHARAAN 170)
NEGERI SARAWAK

SEBUT HARGA UNTUK BEKALAN BARANG-BARANG/PERKHIDMATAN/KERJA

Kepada (Nama Syarikat)

Pelawaan Sebutharga dikeluarkan

LEMBAGA PELABUHAN BINTULU

Tingkat 8, 9 & 10 Menara Kidurong

KM 12, Jln Tanjung Kidurong

Peti Surat 296

97007 Bintulu

Sarawak

Malaysia

No. Telefon :

No. Telefon : 086-253888

No. Pendaftaran dengan Kementerian Kewangan :

Tarikh :

Kod Bidang Pendaftaran yang relevan dengan perkhidmatan ini:

Kepala : 22

Sub Kepala : 2704

1. Sila beri sebutharga untuk bekalan barang-barang/perkhidmatan/kerja yang disenaraikan di bawah tertakluk kepada syarat-syarat yang ditetapkan:-

- 1.1 Syarat Penyerahan/ Penyempurnaan : Rujuk Lampiran
- 1.2 Tarikh Penyerahan/ Penyempurnaan dikehendaki : Rujuk Lampiran
- 1.3 Arahkan pengiriman : Rujuk Lampiran
- 1.4 Sebutharga hendaklah dimasukkan ke dalam suatu sampul berlakri dan bertanda : No. Sebutharga
LPB/600/Q33/2015
- 1.5 Sebutharga hendaklah dimasukkan ke dalam peti tawaran yang berkenaan di atas tidak lewat pada
Jam 12.00 tengahari
- 1.6 Tempoh sahlaku sebutharga hendaklah 90 hari selepas tarikh tutup.

Tandatangan
Nama Pegawai
Jawatan
TarikhDato' Hj Hamdan bin Hj. Abdul Hamid
Pengurus Besar

2. Jadual Sebutharga:-

Bil	Perihal barang-barang/ perkhidmatan dan Syarat-syarat Khas (Spesifikasi)	Unit Ukuran	Kuantiti/ Kekerapan	Kadar (RM)	Harga (RM)
	Untuk diisi oleh Jabatan				Untuk diisi oleh Penyebut Harga
	Rujuk Lampiran "Bill Of Quantities"				
	* Sila sertakan sesalinan Sijil Pendaftaran dengan Kementerian Kewangan			Jumlah	

2.1. Harga yang ditawarkan adalah harga bersih; dan

2.2. Tarikh penyerahan/penyempurnaan ialah

Saya/Kami, dengan ini menawarkan untuk membekalkan barang-barang/perkhidmatan/kerja di atas dengan harga dan syarat-syarat yang ditunjukkan di atas dengan
tertakluk kepada syarat-syarat di atas dan di belakang ini

Tandatangan Penyebutarga

Nama dan K/P

Alamat Syarikat

ISO 9001:2008 - GAS ASLI CECAIR / KEWANGAN / ASET ALIH / ASET TIDAK ALIH / PENGURUSAN FAIL /
REGULATING GOOD GOVERNANCE & INTERNAL CONTROL
ISO OHSAS 18001:2007
ISO EMS 14001:2004
ISO ISPS 24000:2007

SYARAT-SYARAT AM

Tertakluk kepada apa-apa syarat khas yang ditetapkan di tempat lain dalam pelawaan ini, syarat-syarat am yang berikut hendaklah dipakai, melainkan setakat mana syarat-syarat am itu ditolak atau diubah dengan khususnya oleh penyebut harga.

1. KEADAAN BARANG

Semua barang hendaklah tulen, baru dan belum digunakan.

2. HARGA

Harga yang ditawarkan hendaklah harga bersih termasuk semua diskaun dan kos tambahan yang berkaitan.

3. SEBUT HARGA SEBAHAGIAN

Sebut harga boleh ditawarkan bagi semua bilangan item atau sebahagian bilangan item.

4. BARANG-BARANG SETARA

Sebut harga boleh ditawarkan bagi barang-barang setara yang sesuai dengan syarat butir-butir penuh diberi.

5. PENYETUJUAN

- (i) Kerajaan tidak terikat untuk menyetujui terima sebut harga yang terendah atau mana-mana sebut harga.
- (ii) Tiap-tiap satu butiran akan ditimbang sebagai suatu sebut harga yang berasingan.

6. PEMERIKSAAN

- (iii) Kerajaan adalah sentiasa berhak menghendaki barang-barang itu diperiksa diuji oleh seseorang pegawai yang dilantik olehnya dalam masa pembuatan atau pada bila-bila masa lain sebelum penyerahan.
- (iv) Penyebut harga hendaklah memberi kemudahan pemeriksaan atau pengujian apabila dikehendaki.

7. PERAKUAN MENYATAKAN PENENTUAN TELAH DIPATUHI

Penyebut harga dikehendaki memperakui bahawa barang-barang perkhidmatan yang dibekalkan oleh mereka adalah mengikut penentuan atau piawai (jika ada) yang dinyatakan di dalam pelawaan ini.

8. PENOLAKAN

- (i) Barang-barang yang rendah mutunya atau yang berlainan daripada barang-barang yang telah dipersetujui sebut harganya boleh ditolak.
- (ii) Apabila diminta penyebut harga hendaklah menyebabkan barang-barang yang ditolak itu dipindahkan atas tanggungan dan perbelanjaannya sendiri, dan ia hendaklah membayar balik kepada Kerajaan segala perbelanjaan yang telah dilakukan mengenai barang-barang yang ditolak itu.
- (iii) Fasal-kecil (i) dan (ii) di atas ini tidaklah memudaratkan apa-apa hak Kerajaan untuk mendapatkan ganti rugi kerana kemungkinan kontrak.

9. PENGIKLANAN

Tiada apa-apa iklan mengenai persetujuan terhadap mana-mana sebut harga boleh disiarkan dalam mana-mana akhbar, majalah, atau lain-lain saluran iklan tanpa kelulusan Ketua Setiausaha Perbendaharaan atau Pegawai Kewangan Negeri terlebih dahulu.

10. TAFSIRAN

Sebut harga ini dan apa-apa kontrak yang timbul daripadanya hendaklah diertikan mengikut dan dikawal oleh undang-undang Malaysia, dan penyebut harga bersetuju tertakluk hanya kepada bidang kuasa Mahkamah Malaysia sahaja dalam apa-apa pertikaian atau perselisihan jua pun yang mungkin timbul mengenai sebut harga ini atau apa-apa kontrak yang timbul daripadanya.

11. INSURANS

Tiada apa-apa insurans atas barang-barang dalam perjalanan daripada negeri pembekal atau dalam Malaysia dikehendaki dimasukkan ke dalam sebut harga.

BARANG-BARANG EX-STOK ATAU BARANG-BARANG KELUARAN MALAYSIA

12. CUKAI

Harga yang ditawarkan adalah diertikan sebagai termasuk cukai jika berkenaan.

13. PEMBUNGKUSAN

- (i) Harga yang ditawarkan adalah diertikan sebagai termasuk belanja bungkusan dan belanja pembungkusan.
- (ii) Apa-apa kerugian atau kerosakan akibat bungkusan atau pembungkusan yang tidak mencukupi atau cacat, hendaklah diganti oleh penjual.

14. PENGENALAN

Nama pembuat, jenama, nombor perniagaan atau nombor katalog dan negeri tempat asal barang-barang itu, jika berkenaan, hendaklah ditunjukkan.

BARANG-BARANG DIPESAN DARI LUAR MALAYSIA

15. CUKAI

Harga tawaran hendaklah diertikan sebagai termasuk semua cukai, unsur-unsur cukai adalah dikehendaki ditunjukkan berasingan.

16. MATA WANG

Sebut harga hendaklah dinyatakan dalam Ringgit Malaysia (RM).

17. PEMBUNGKUSAN

- (i) Barang-barang hendaklah dibungkus dengan sesuai untuk diekspor ke Malaysia melainkan jika mengikut norma perdagangan barang-barang itu diekspor dengan tidak membungkus.
- (ii) Harga yang ditawarkan adalah diertikan sebagai termasuk belanja bungkusan dan belanja pembungkusan.
- (iii) Apa-apa kerugian atau kerosakan akibat bungkusan atau pembungkusan yang tidak mencukupi atau cacat hendaklah diganti oleh penyebut.

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ARAHAN KEPADA PENYEBUTHARGA

1.0 KELAYAKAN PENYEBUTHARGA

- 1.1 Sebutharga adalah dipelawa dari kontraktor-kontraktor Bumiputera dan bukan Bumiputera yang berdaftar dengan Kementerian Kewangan Malaysia di bawah kod bidang **222704 – Perkhidmatan lain-lain : Pensijilan dan Pengiktirafan** dan tertakluk kepada syarat-syarat seperti berikut:-
- (i) diiktiraf dan berdaftar dengan Badan Pengiktirafan (Accreditation Body) iaitu Jabatan Standard Malaysia (Department of Standards Malaysia);
 - (ii) mempunyai sekurang-kurangnya tiga (3) tahun pengalaman dalam pengauditan dan persijilan ISO 28000, ISO 14001, ISO 18001 dan ISO 9001. Pengalaman hendaklah disenaraikan dalam borang Pengalaman Syarikat yang disertakan dalam sebutharga ini;
 - (iii) mempunyai kelayakan dan pengalaman yang luas dan diiktiraf di peringkat tempatan dan antarabangsa dalam bidang yang berkaitan. Penyebutharga dikehendaki mengemukakan sijil berkaitan dan dilampirkan bersama sebutharga ini; dan
 - (iv) mempunyai kepakaran dalam bidang seperti berikut:-
 - a. *Maritime Port Facility Assessment and Security Plan*;
 - b. *Best Practices Custody in Supply Chain Security*; dan
 - c. *International Ship and Port Security Code and SOLAS Amendments 2002*.
- 1.2 Kegagalan Penyebutharga memenuhi syarat-syarat yang ditetapkan di para 1.1 di atas boleh menyebabkan tawaran Penyebutharga ditolak dan tidak dipertimbangkan.
- 1.3 Penyebutharga yang dijemput adalah tertakluk kepada syarat-syarat dan arahan-arahan dalam dokumen ini. Arahan-arahan dan syarat-syarat yang dinyatakan hendaklah disifatkan sebagai syarat kontrak. Sebutharga yang tidak mengikut syarat-syarat yang dinyatakan tidak akan dipertimbangkan.

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2.0 SKOP KERJA

Skop Kerja yang dimaksudkan adalah seperti di **Lampiran 2** dan hendaklah dibaca bersama **General Conditions of Contract for Certification Services** di **Lampiran 1**.

3.0 SEBUTHARGA DAN KONTRAK

Penyebutharga adalah dikehendaki untuk melengkap dan menandatangani satu (1) salinan Dokumen Sebutharga yang telah diberikan kepada mereka:-

- 3.1. dalam kes usaha sama, semua yang terlibat dalam usaha sama adalah dikehendaki untuk menandatangani Borang Sebutharga. Borang Sebutharga yang tidak ditandatangani dan tidak lengkap adalah tidak layak untuk dipertimbangkan;
- 3.2. semua butiran dan maklumat yang hendak diisi ke dalam Borang Sebutharga hendaklah ditulis dengan terang menggunakan dakwat. Pemadam tidak boleh digunakan dan mana-mana pembetulan atau kesilapan hendaklah digaris dengan elok dan semua pembetulan hendaklah diperakukan;
- 3.3. sebutharga hendaklah disebutkan dalam Ringgit Malaysia;
- 3.4. sebutharga hendaklah diisi dengan lengkap dan sempurna. Mana-mana sebutharga yang tidak diisi dengan lengkap dan sempurna boleh mengakibatkan Sebutharga tidak dipertimbangkan; dan
- 3.5. **Bill of Quantity (BQ)** seperti di **Lampiran 3** sebutharga ini bersama Surat Setuju Terima (SST) tawaran adalah dianggap surat kontrak yang sah (bagi penyebutharga yang berjaya sahaja).

4.0 PEMBATALAN KONTRAK

Jika Penyebutharga gagal atau enggan melaksanakan kontrak ini setelah diberi notis bertulis oleh Pegawai Pengawas, Lembaga Pelabuhan Bintulu berhak menamatkan kontrak ini dan

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menuntut gantirugi. Penyebutharga akan dibayar berdasarkan peratus perkhidmatan yang sempurna diterima sahaja.

5.0 TEMPOH KONTRAK DAN PENYERAHAN KERJA

- 5.1. Tempoh kontrak untuk sebutharga ini adalah selama tiga (3) tahun. Penyebutharga yang berjaya hendaklah menyempurnakan semua kerja-kerja **pensijilan semula ISO 28000:2007** ini **sebelum 7 Januari 2016**.
- 5.2. Penyebutharga adalah dikehendaki untuk mengisi **ruangan 2 dan 2.2 (tarikh penyerahan/penyempurnaan) di Borang Sebutharga pada Mukasurat Pertama (Lampiran Q)** mengikut kemampuan penyebutharga. Walau bagaimanapun, keutamaan adalah diberikan kepada Penyebutharga yang berkemampuan untuk melaksanakan kerja dalam tempoh yang telah ditetapkan.
- 5.3. Penyebutharga hendaklah memaklumkan Lembaga Pelabuhan Bintulu satu (1) minggu lebih awal sebelum pelaksanaan kerja dibuat.
- 5.4. Pegawai Pengawas berhak untuk membuat pemeriksaan ke atas kerja yang dilaksanakan sebelum kerja tersebut disahkan.

6.0 DENDA KELEWATAN

Jika penyebutharga gagal untuk menyempurnakan kerja dalam tempoh yang ditetapkan tanpa sebarang alasan munasabah, penyebutharga itu akan dikenakan denda kelewatan sebanyak RM50.00 (Ringgit Malaysia: Lima Puluh Sahaja) bagi setiap hari kelewatan (*calendar days*).

7.0 HARGA ADALAH MENYELURUH

- 7.1. Penyebutharga dikehendaki untuk mengisi borang **BQ** yang dilampirkan di **Lampiran 3** dan kegagalan Penyebutharga berbuat demikian akan mengakibatkan sebutharga Penyebutharga ditolak.

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- 7.2. Harga yang ditawarkan hendaklah mengambilkira semua skop kerja yang dinyatakan dalam **Lampiran 2**.
- 7.3. Semua tawaran harga oleh Penyebutharga hendaklah dikemukakan tanpa kenaan Cukai Barangan dan Perkhidmatan (GST).
- 7.4. Penyebutharga hendaklah mengistiharkan status pendaftaran dan mengemukakan sijil pendaftaran GST kepada Lembaga Pelabuhan Bintulu.
- 7.5. Sekiranya Penyebutharga yang berjaya adalah berdaftar GST dengan Jabatan Kastam Diraja Malaysia (JKDM), Lembaga Pelabuhan Bintulu akan mengeluarkan SST/ Pesanan Tempatan kepada Penyebutharga dengan tawaran harga termasuk kenaan GST.
- 7.6. Segala kesilapan harga yang ditawarkan adalah di bawah tanggungjawab Penyebutharga sendiri.

8.0 TEMPOH SAHLAKU SEBUTHARGA

Sebutharga yang telah diterima daripada Penyebutharga adalah terbuka untuk penerimaan atau penolakan untuk tempoh sembilan puluh (90) hari dari tarikh Sebutharga ditutup. Penyebutharga yang berjaya akan dimaklumkan oleh Lembaga Pelabuhan Bintulu dalam tempoh ini.

9.0 INTERPRETASI DOKUMEN

Jika terdapat keraguan ke atas maksud sebenar mana-mana bahagian daripada Dokumen Sebutharga, penyebutharga hendaklah dengan seberapa segera yang boleh, tetapi kurang daripada sepuluh (10) hari sebelum tarikh penutupan Sebutharga, memaklumkan kepada Pegawai Pengawas dan meminta penjelasannya mengenai keraguan tersebut sebelum mengemukakan sebutharga. Interpretasi atau penjelasan ke atas Dokumen Sebutharga hanyalah sah jika ianya dibuat menerusi addenda yang dikeluarkan secara formal oleh Pegawai Pengawas seperti dijelaskan dalam perkara 10 di bawah.

10.0 ADDENDA

Addenda mungkin dikeluarkan sebelum tarikh tutup Sebutharga untuk menjelaskan maksud Dokumen Sebutharga ataupun untuk membuat perubahan ke atas syarat kontrak. Setiap addendum akan diedarkan kepada semua Penyebutharga dan akan menjadi sebahagian daripada Dokumen Sebutharga. Penerimaan setiap addendum mestilah disahkan. Kegagalan untuk mengesahkan penerimaan setiap addendum akan mengakibatkan sebutharga ditolak.

11.0 TAWARAN ALTERNATIF, SYARAT DAN KEPERLUAN

Sebutharga hendaklah mengikuti dengan sepenuhnya kehendak-kehendak dan keperluan-keperluan yang telah ditetapkan dalam Dokumen Sebutharga atau termasuklah addenda yang dikeluarkan oleh Lembaga Pelabuhan Bintulu. Oleh yang demikian, Penyebutharga adalah dilarang sama sekali untuk membuat apa-apa perubahan di dalam Borang Sebutharga atau mana-mana bahagian dalam Dokumen Sebutharga.

Jika Penyebutharga ingin menetapkan terma, syarat atau keperluannya sendiri yang berbeza dengan apa yang terdapat dalam Dokumen Sebutharga, Penyebutharga hendaklah terlebih dahulu menyiap dan mengemukakan Sebutharga yang lengkap mengikuti sepenuhnya kehendak-kehendak dalam Dokumen Sebutharga. Selepas itu, barulah Penyebutharga menetapkan tawaran alternatif, syarat dan keperluannya yang berbeza dengan apa yang terdapat dalam Dokumen Sebutharga dalam muka surat depan semasa mengemukakan Sebutharga dan juga menyatakan dengan jelas akan kesan oleh terma, syarat dan keperluan yang ditetapkan itu ke atas Sebutharga jika Lembaga Pelabuhan Bintulu menerima terma, syarat atau keperluan tersebut.

12.0 MAKLUMAT SULIT DAN HARTA INTELEKTUAL

12.1 Penyebutharga hendaklah sepanjang tempoh kontrak ini dan selepas tarikh tamat kontrak ini melakukan perkara-perkara berikut:-

12.1.1 tidak akan menggunakan sebarang maklumat, data dan operasi yang sulit selain daripada tujuan perkhidmatan ini; dan

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- 12.1.2 tidak akan mendedahkan atau menghebahkan atau memberitahu kepada pihak ketiga atau mana-mana kakitangan yang tidak terlibat dengan sebarang pelaksanaan berkaitan maklumat sulit, kecuali dengan pihak terlibat terlebih dahulu mendapat kebenaran bertulis dan dalam keadaan demikian, Penyebutharga perlu memastikan pihak ketiga dan kakitangan mereka bersetuju untuk mematuhi dan terikat dengan perkara 12.0 ini.
- 12.2 Penyebutharga hendaklah memelihara dan memastikan wakilnya yang diberi kuasa, waris, pentadbir, agen, penerima serah hak, pegawai, kakitangan, kontraktor, subkontraktor, pekhidmat dan pengawal, mengikut mana yang berkenaan, juga merahsiakan segala maklumat sulit.
- 12.3 Tanggungjawab yang disebut di bawah perkara 12.0 ini hendaklah terus kekal dan berkuat kuasa tanpa mengira penamatan kontrak ini.
- 12.4 Penyebutharga bersetuju bahawa semua hak harta intelektual yang timbul daripada perkhidmatan hendaklah terletak hak kepada Lembaga Pelabuhan Bintulu dan Penyebutharga hanya diberi hak untuk melaksanakan Perkhidmatan sahaja.

13.0 PEMBUKAAN SEBUTHARGA

Lembaga Pelabuhan Bintulu berhak untuk tidak mengeluarkan apa-apa maklumat mengenai setiap Sebutharga yang telah dibuka.

14.0 KOS MENYEBUTHARGA DAN KOS PENYAMPAIAN DOKUMEN

- 14.1 Penyebutharga tidak akan dibayar imbuhan balik atas apa-apa perbelanjaan yang timbul daripada lawatan tapak dan dalam menyediakan dan mengemukakan sebutharga.
- 14.2 Semua caj dalam mengambil dan memulangkan Dokumen Sebutharga dan apa-apa tambahan yang ada adalah tanggungjawab Penyebutharga sendiri.

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15.0 MENGEMUKAKAN DOKUMEN

Penyebutharga adalah dikehendaki untuk mengemukakan kepada Lembaga Pelabuhan Bintulu, dokumen-dokumen seperti berikut:-

- 15.1 Keterangan Mengenai Syarikat;
- 15.2 Salinan sah Penyata Akaun Bank untuk tiga (3) bulan terkini;
- 15.3 Pengalaman Syarikat;
- 15.4 Surat Akaun Pembida;
- 15.5 Senarai Kerja Kontrak Semasa;
- 15.6 Sijil Pendaftaran GST, sekiranya ada;
- 15.7 Sijil berkaitan pengalaman kerja; dan
- 15.8 Senarai Semak Sebutharga;

16.0 MENGEMUKAKAN SEBUTHARGA

- 16.1 Penyebutharga hendaklah mengemukakan dua (2) set salinan Sebutharga. Satu (1) salinan asal bagi Dokumen Sebutharga tersebut dilabel sebagai "**ASAL**" atau "**ORIGINAL**" dan satu (1) salinan lagi dilabel sebagai "**PENDUA**" atau "**DUPLICATE**". Dua salinan sebutharga tersebut hendaklah disimpan dalam satu sampul yang berlakri (sealed) dan hendaklah dikemukakan kepada Lembaga Pelabuhan Bintulu berdasarkan syarat yang ditetapkan dalam para 16.2 di bawah.
- 16.2 Dokumen Sebutharga hendaklah siap dan ditandatangani dengan sempurna. Dokumen sebutharga yang telah sempurna bersama dengan dokumen-dokumen sokongan dan surat-surat hendaklah dimasukkan ke dalam sampul yang ditutup dan berlakri serta ditanda dengan jelas seperti berikut:-

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BINTULU**

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tanpa apa-apa tanda dengan cara mana identiti penyebutharga boleh dikenalpasti. Sampul yang mengandungi dokumen di atas hendaklah dimasukkan ke dalam peti sebutharga dan dialamatkan kepada:-

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ARAS 9, MENARA KIDURONG
PETI SURAT 296
JALAN TANJUNG KIDURONG
97007 BINTULU**

pada atau sebelum jam 12.00 tengahari pada hari yang dinyatakan dalam iklan sebutharga. Mana-mana sebutharga yang dikemukakan selepas masa yang ditetapkan tidak akan dilayan.

- 16.3 Sebutharga menggunakan telegraph atau telek atau faks atau emel adalah tidak diterima sama sekali.
- 16.4 Lembaga Pelabuhan Bintulu tidak akan bertanggungjawab ke atas kehilangan borang-borang penyertaan Sebutharga akibat kesilapan alamat yang dihantar secara pos atau melalui hantaran tangan.

17.0 PENENTUAN/ PERAKUAN KERJA

Perakuan penerimaan hanya akan dibuat setelah perkhidmatan disempurnakan dan disahkan oleh Pegawai Pengawas Lembaga Pelabuhan Bintulu yang diberi kuasa.

Pegawai tersebut berhak membuat penolakan terhadap perkhidmatan yang rendah kualiti atau tidak mengikut penentuan spesifikasi sepertimana yang dinyatakan dalam Dokumen Sebutharga. Penyebutharga hendaklah menggantikan kerja-kerja yang ditolak tersebut dan segala kos perbelanjaan yang berkaitan hendaklah ditanggung oleh Penyebutharga.

18.0 BAYARAN

Bayaran bagi perkhidmatan ini akan dibuat empat belas (14) hari dari tarikh inbois berserta dokumen sokongan yang lengkap yang diterima daripada penyebutharga dan setelah mendapat pengesahan daripada Pegawai Pengawas.

19.0 PERNYATAAN MENGENAI KESALAHAN RASUAH

- 19.1. Sebarang perbuatan atau percubaan rasuah untuk menawar atau memberi, meminta atau menerima apa-apa suapan secara rasuah kepada dan daripada mana-mana orang berkaitan perolehan ini merupakan suatu kesalahan jenayah di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 (Akta 694);
- 19.2. Sekiranya mana-mana pihak ada menawar atau memberi apa-apa suapan kepada mana-mana anggota pentadbiran awam, maka pihak yang ditawarkan atau diberi suapan dikehendaki membuat aduan segera ke Suruhanjaya Pencegah Rasuah Malaysia di cawangan terdekat atau Balai Polis yang berhampiran. Kegagalan berbuat demikian adalah merupakan kesalahan di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 (Akta 694);
- 19.3. Tanpa prejudis kepada tindakan-tindakan lain, tindakan tatatertib terhadap anggota perkhidmatan awam dan menyenaraihitamkan kontraktor atau pembekal boleh diambil sekiranya pihak-pihak terlibat dengan kesalahan rasuah di Bahagian IV Kesalahan dan Penalti bawah Akta 694; dan
- 19.4. Mana-mana kontraktor atau pembekal yang membuat tuntutan bayaran dibekalkan mengikut spesifikasi yang ditetapkan atau tiada perkhidmatan awam yang mengesahkan tuntutan berkenaan adalah melakukan kesalahan di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009.

**LAMPIRAN 1 –
GENERAL CONDITIONS OF CONTRACT FOR
CERTIFICATION SERVICES**

LAMPIRAN 1

GENERAL CONDITIONS OF CONTRACT FOR CERTIFICATION SERVICES

1. APPLICATION OF GENERAL CONDITIONS – DEFINITIONS

- 1.1. Unless otherwise expressly agreed in writing and signed by all parties, or solely to the extent otherwise required by mandatory application of law, all actions and services provided by any certification-related entity group (designated hereafter as "Certification Body") are governed by the following general terms and conditions of service (the "General Conditions for Certification Services") and by the specific terms and conditions of service (the "Specific Conditions of Certification Services").
- 1.2. Certification Body offers certification services ("Services") covering audit and certification against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services ("Bintulu Port Authority"). The audit and certification services offered by Certification Body are "open ended" and are subject to automatic renewal.

- 1.3. The definitions in this Article apply in these General Conditions for Certification Services:

Accreditation Body: Authoritative body that grants accreditation, under which Certification Body performs its Services.

Agreement: the Certification Body's acceptance of a completed Certification Body Order Form or other instructions for Services from the Bintulu Port Authority, or Certification Body's acceptance of an agreed quotation for Services, or any instruction or request for services by a Bintulu Port Authority and subsequent acceptance by Bureau Veritas Certification and performance of Services by Certification Body for the Bintulu Port Authority. These General Conditions govern each Agreement unless separate terms and conditions are agreed to in writing between the Bintulu Port Authority and Certification Body.

Certificate of Approval: Permission issued by Certification Body for a product, service or process to be marketed or used for stated purposes under stated conditions.

Certification Body Order Form: Certification Body's standard form to be completed by the Bintulu Port Authority setting out the Services to be performed by Certification Body, together with any other information concerning the performance of the Services under the terms of the Agreement. The fees for the Services may be set out in Certification Body Order Form or in a separate document or price list.

Party and Parties: individually Certification Body or the Bintulu Port Authority and collectively Certification Body and the Bintulu Port Authority.

Reports: all documents created by Certification Body in relation to the performance of the Services, except Certificate of Approval.

- 1.4. Capitalized terms not otherwise defined herein shall have the meanings given to such terms by the "Conformity Assessment" vocabulary as stated in the ISO17000 standards.
- 1.5. For the avoidance of doubt, the Bintulu Port Authority standard terms and conditions (if any) attached to, enclosed with or referred to in any Certification Body Order Form or other document shall not govern the Agreement.
- 1.6. Certification Body acts for the Bintulu Port Authority only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Bintulu Port Authority and Certification Body. The Agreement shall not be deemed to create any rights in third parties, including without limitation suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

2. CERTIFICATION BODY'S OBLIGATIONS

- 2.1. Certification Body shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification industry and in performing services of a similar nature under similar circumstances, provide the Services or deliver the Certificate of Approval and/or the Reports to the Bintulu Port Authority.
- 2.2. Certification Body, in the capacity of an independent party, provides information to its Bintulu Port Authority in the form of ascertainment, assessment or recommendations, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed by the Parties.
- 2.3. In providing the Services, Certification Body does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners, who, notwithstanding Certification Body's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Bintulu Port Authority releases any third party from its liabilities, obligations and duties with respect to the Bintulu Port Authority products or services, or from its liabilities, obligations and duties with respect to information upon which Certification Body relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause the liability to Certification Body to increase and the Bintulu Port Authority shall assume and undertake as its own such liabilities, obligations and duties.

- 2.4. For the avoidance of doubt, Certification Body does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or other activities undertaken or produced by the Bintulu Port Authority to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Certificate of Approval or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by Certification Body for any activities undertaken by the Bintulu Port Authority or any product manufactured, distributed, imported, or sold by the Bintulu Port Authority.
- 2.5. The Certificate of Approval and the Reports are given only in relation to the written instructions, documents, information and samples provided to Certification Body by the Bintulu Port Authority prior to the performance of the Services. Certification Body cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or in the Reports to the extent that Certification Body has been given erroneous or incomplete information by the Bintulu Port Authority.
- 2.6. Unless specifically instructed to the contrary by the Bintulu Port Authority and incorporated into the scope of the Services under the Agreement, documents concerning undertakings entered into between the Bintulu Port Authority and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificate of acceptance or conformity, and which are divulged to Certification Body, shall be considered to be for information only, without either extending or restricting Certification Body's scope of Services or obligations under the Agreement.

3. BINTULU PORT AUTHORITY OBLIGATIONS

- 3.1. The Bintulu Port Authority shall:
 - 3.1.1. Co-operate with Certification Body in all matters relating to the Services;
 - 3.1.2. Provide, or cause its suppliers to provide, in a timely manner, access to facilities, documents, information and personnel as required by Certification Body, its agents, subcontractors, consultants and employees, to perform the Services. The Bintulu Port Authority shall be responsible for preparing and maintaining the relevant premises and materials for the supply of the Services, including without limitation identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Services. The Bintulu Port Authority shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform Certification Body of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the relevant premises;
 - 3.1.3. Provide Certification Body, its agents, subcontractors and representatives with all necessary transportation and equipment, such equipment to be in good working order and under the Bintulu Port Authority control and operation, for provision of the Services;
 - 3.1.4. Provide Certification Body, either directly or through its suppliers and subcontractors, in a timely manner, such information as Certification Body may require for the proper performance of the Services and ensure that such information is accurate in all material respects;
 - 3.1.5. Where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Bintulu Port Authority equipment and facilities;
 - 3.1.6. Ensure that all documents, information and material made available by the Bintulu Port Authority to Certification Body under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party, and;
 - 3.1.7. Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
- 3.2. To the extent that Certification Body renders Services, the Bintulu Port Authority agrees that Certification Body does not owe any specific success but only such Services. The Bintulu Port Authority is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by Certification Body. Neither Certification Body nor any of its agents warrant the quality, outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the Reports provided under the Agreement.
- 3.3. If Certification Body's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Bintulu Port Authority, its agents, subcontractors, consultants or employees, Certification Body shall not be liable for any costs, charges or losses sustained or incurred by the Bintulu Port Authority arising directly or indirectly from such prevention or delay.

4. CONFIDENTIALITY

- 4.1. "Confidential Information" shall mean any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, environmental, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.
- 4.2. Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.

4.3. The confidentiality undertaking shall not apply to any information:

- 4.3.1. which is publicly available or becomes publicly available through no act of the receiving Party;
 - 4.3.2. which was in the possession of the receiving Party prior to its disclosure;
 - 4.3.3. which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
 - 4.3.4. which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
 - 4.3.5. which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
 - 4.3.6. which is disclosed to an affiliate of the Party on a need to know basis.
- 4.4. The Certificate of Approval and the Reports are issued by Certification Body and are intended for the exclusive use of the Bintulu Port Authority and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of Certification Body.
- 4.5. Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.
- 4.6. On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit Certification Body from maintaining copies of Certificate of Approval and Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or Accreditation Bodies.

5. INTELLECTUAL PROPERTY

- 5.1. "Intellectual Property" shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 5.2. Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.
- 5.3. Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its affiliates.
- 5.4. Each Party shall take all necessary steps to ensure that it operates at all times in accordance with all applicable data protection laws and regulations.
- 5.5. The names, service marks, trademarks and copyrights of Certification Body shall not be used by the Bintulu Port Authority except solely to the extent that the Bintulu Port Authority obtains the prior written approval of Certification Body and then only in the manner prescribed by Certification Body.
- 5.6. The use of Certificate of Approval is regulated by Certification Body through a policy document explaining how to display and use the certification mark and associated logos, which is available upon request. Certification Body will audit the use of the certification mark and/or associated logo by the Bintulu Port Authority at subsequent surveillance visits.
- 5.7. For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey any rights of ownership or license whatsoever to the Bureau Veritas Certification's intellectual property of its proprietary software, nor to the Certification Body's proprietary audit methods, training materials and best practices manual, nor to the Certification Body's protocols, nor to the Certification Body's name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Services and to issue the Certificate of Approval and the Reports. These shall remain the sole property of the Certification Body.

6. LIMITATION OF LIABILITY

- 6.1. Notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).

6.2. Nothing in these General Conditions limits or excludes the liability of Certification Body:

6.2.1. for death or personal injury resulting from negligence; or

6.2.2. for any damage or liability incurred by the Bintulu Port Authority as a result of fraud or fraudulent misrepresentation by Certification Body; or

6.2.3. for any other loss which by law cannot be excluded or limited.

6.3. Without prejudice to Article 6.1, the total liability of Certification Body and its affiliates, and their respective employees, directors, officers, agents, consultants, and subcontractors, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Certificate of Approval and the Reports and the performance, or contemplated performance, of the Agreement shall be limited to the amount of fees paid or payable by the Bintulu Port Authority to Certification Body in respect of the Services that give rise to Certification Body's liability to the Bintulu Port Authority.

7. FORCE MAJEURE

7.1. "Force Majeure" shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Bintulu Port Authority or the Certification Body unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.

7.2. Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure. If the disability continues for more than fifteen (15) days, then the non-disabled Party will have the right to terminate this Agreement without incurring any liability whatsoever.

8. ENTIRE AGREEMENT

8.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the performance of the Services by Certification Body. These General Conditions for Certification Services shall take precedence over any terms or conditions set out in the Bintulu Port Authority purchase order or other communications with Certification Body, unless expressly otherwise agreed in writing by Certification Body.

8.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.

8.3 Nothing in this Article 8 shall limit or exclude any liability for fraud.

9. GOVERNING LAW AND JURISDICTION

9.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of Malaysia, notwithstanding any conflicts of laws rules that could require the application of any other law.

9.2 The Parties irrevocably agree that the courts of Malaysia shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.

10. RIGHTS OF THIRD PARTIES

10.1 To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.

10.2 Insofar as the Agreement is subject to the law of Malaysia, a person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

LAMPIRAN 2
TECHNICAL SPECIFICATION OF
CERTIFICATION SERVICES

LAMPIRAN 2

TECHNICAL SPECIFICATION OF CERTIFICATION SERVICES

1. GENERAL

- 1.1. These specific terms and conditions of service (the "Specific Conditions of Certification Services") are governed by the General Conditions for Certification Services of Certification Body.
- 1.2. Certification Body Company ("Certification Body") offers certification services ("Services") covering audit and certification against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services ("Bintulu Port Authority").
- 1.3. To achieve and preserve certification, Certification Body's Bintulu Port Authority are required to develop and maintain their management systems in accordance with said specifications, allowing unconditional access to Certification Body to audit or otherwise verify these management systems against said specifications.
- 1.4. The certification awarded by Certification Body covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Bintulu Port Authority management systems certified by Certification Body. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Bintulu Port Authority remain solely liable for any defect in their products and shall defend, protect and indemnify Certification Body from any and all defects, claims or liability arising from said products.
- 1.5. The issued certification does not exempt Bintulu Port Authority from their legal obligations in respect of the services or products in the scope of their management systems.

2. REQUESTS FOR CERTIFICATION

- 2.1. Single-Site Offer: offer issued by Certification Body to a Bintulu Port Authority for the Services for one site and/or location. Multi-Site Offer: offer issued by Certification Body to a Bintulu Port Authority for the Services for two or more sites and/or locations.
- 2.2. The Bintulu Port Authority will be asked to supply detailed information about the size and scope of their operations subject to Certification Body's Services.
- 2.3. Upon receipt of this information Certification Body will issue a Certification Body Order Form to the Bintulu Port Authority.
- 2.4. Where a Multi-Site offer is made, Certification Body Multi-Site offer is based on the information supplied by the Bintulu Port Authority and includes the multi-site criteria of the accreditation rules. Where any subsequent audit information supplied by the Bintulu Port Authority is found not to be accurate, Certification Body reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure the aforementioned rules are complied with.

3. THE INITIAL CERTIFICATION PROCESS

The details of the Services to be provided must be agreed between the Bintulu Port Authority and Certification Body.

3.1 PRE-AUDIT

The pre-audit is an optional chargeable audit, which is designed to preview the Bintulu Port Authority management system for areas of the specifications against which the Bintulu Port Authority asks for certification. Certification Body will issue a Report to the Bintulu Port Authority detailing the findings of this audit in due time including any identified appropriate actions.

3.2 STAGE 1 AUDIT

Certification Body will undertake a readiness review to determine the preparedness of Stage 2 of the audit (understanding the requirements, collecting information of the scope of the management system, processes and location of the Bintulu Port Authority, reviewing the allocation of resources for Stage 2, planning for Stage 2, evaluating the internal audit systems).

3.3 STAGE 2 AUDIT

Certification Body will provide an audit programme prior to the commencement of the audit.

The Certification Body audit team will meet with the Bintulu Port Authority management to discuss the details of the audit process and consider possible issues relating to the performance of the audit. The Certification Body audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.

The Certification Body audit team will prepare and present to the Bintulu Port Authority management a report of the audit, which will include the audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

3.4 CHANGES TO STAGES 1 & 2

If as result of Stage 1 Certification Body determines that the Stage 2 arrangements (i.e. changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement may be amended.

If after Stage 1 Certification Body determines that Certification Body is not ready, Stage 1 can be repeated until it produces satisfactory result to proceed with Stage 2.

When Stages 1 & 2 are planned back to back Certification Body has the right to postpone Stage 2 at the expenses of the Bintulu Port Authority if the results of Stage 1 are not satisfactory to proceed with Stage 2.

3.5 NONCONFORMITY

Certification Body auditors will only identify nonconformities that help Bintulu Port Authority improve their management systems. When Major Non Conformity or Major changes occur, Certification Body undertakes a "special follow up visit", which is charged at Certification Body's current rates.

3.6 ISSUANCE OF CERTIFICATION

Certification Body will issue to the Bintulu Port Authority Certificate of Approval and Reports if and when all corrective actions agreed between the Bintulu Port Authority and the audit team have been completed. The Certificate of Approval will detail the specification(s) to which the Bintulu Port Authority has been found compliant at the time of audit and the scope of the management system.

4. CERTIFICATION MAINTENANCE

4.1 SURVEILLANCE

Certification Body operates a surveillance audit programme to record whether the Bintulu Port Authority certification is found to be maintained. The programme is ongoing and is agreed with the Bintulu Port Authority in the Agreement.

Once Certification Body has agreed the dates, the Bintulu Port Authority should make all necessary arrangement to maintain the agreed date. The date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the last day of the stage 2 audit.

4.2 RE-CERTIFICATION

Every three (3) years Certification Body will automatically review the Bintulu Port Authority certification and, subject to the satisfactory results from the surveillance audits and/or the re-certification audit (including all corrective actions which have been agreed between the Bintulu Port Authority and the audit team and completed), Certification Body will re-issue the Bintulu Port Authority certification and the Certificate of Approval(s). It should be noted that this needs to be completed before expiry of the current Certificate of Approval to preserve the continuity of the certification. Once completed, certification will be reconfirmed.

5. CERTIFICATION CHANGES

The Bintulu Port Authority is requested to inform Certification Body promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. Change of site, additional sites, change of process, change of ownership, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. Bureau Veritas

Certification will then take the appropriate action, such as conducting a special visit and/or changing the certification. Special visits can be conducted as well to investigate complaints received about the Bintulu Port Authority.

6. CERTIFICATION BODY AND ACCREDITATION MARK

The Bintulu Port Authority shall use the Certification Body and Accreditation Body marks in accordance with the instructions for use that Certification Body provides including the requirements provided in Article 6 - Intellectual Property of the General Conditions for Certification Services.

There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. Certification Body mark and/or Accreditation Body mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.

7. ACCREDITATION BODY ACCESS

The Bintulu Port Authority shall allow the Certification Body's Accreditation Body or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the Certification Body audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Bintulu Port Authority shall not have the right to refuse such a request either by the Accreditation Body, its representatives or Certification Body.

8. SUSPENSION, WITHDRAWAL OR CANCELLATION OF THE CERTIFICATE OF APPROVAL

Certification Body reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time and shall give a three (3) months written notice or shorter notice as the situation may require depending upon the information available to Certification Body. If such actions are deemed necessary the Bintulu Port Authority will be fully briefed, and will be given every possible opportunity to take corrective action before a final decision is taken on what action Certification Body should take.

Certification Body reserves the right to publish the fact that such action has been taken.

LAMPIRAN 3
BILL OF QUANTITIES

**SEBUTHARGA BAGI PERKHIDMATAN PENGAUDITAN DAN PERSIJILAN
ISO28000:2007 SECURITY SUPPLY CHAIN MANAGEMENT SYSTEM
LEMBAGA PELABUHAN BINTULU**

BILL OF QUANTITIES (BQ)

NO	MILESTONE/DELIVERABLES	TIME LINE	UNIT(DAY)	RM
1	Re-certification Audit (certificate-1 piece) Re-certification Audit – (8 man –days) Travel & Lodging (Re-certification audit process must be complete before 7 th January 2016)	Year 1		
2	Surveillance 1 – (3 man days) Travel & Lodging	Year 2		
3	Surveillance 2 (3man – days) Travel & Lodging	Year 3		
4	Total 3 years			
GRAND TOTAL				

Note: Price Offer shall not include Good and Services tax 6 %

RINGGIT MALAYSIA : _____

COMPANY NAME : _____

MANAGER/ OWNER : _____

ADDRESS : _____

TELEPHONE NO : _____

TELEFAX NO : _____

SIGNATURE : _____

COMPANY CHOP : _____

KETERANGAN MENGENAI SYARIKAT

KETERANGAN MENGENAI SYARIKAT

1. Nama Syarikat :
2. Alamat Syarikat :
.....
3. Alamat Premis Perniagaan (Jika berlainan dengan alamat syarikat) :
.....
.....
4. Nombor Telefon :
5. No. Faksimili :
6. Alamat Emel :
7. Tarikh Syarikat Ditubuhkan :
8. Jenis Perniagaan :
9. Lembaga Pengarah :

Bil.	Nama	No. K/P	Warganegara
(i)			
(ii)			
(iii)			
(iv)			
(v)			
(vi)			

KETERANGAN MENGENAI SYARIKAT

10. **Nama Bank** :
11. **Alamat Bank** :
.....
12. **Modal Berbayar** :
13. **Modal Yang Dibenarkan** :
14. **Kemudahan/Nilai Overdraft** :
15. **Komposisi Modal** :

Bilangan pemegang saham mengikut jumlah unit saham.

		Bilangan Pemegang saham	Jumlah unit saham	%
(a)	Bumiputera			
(b)	Bukan Bumiputera			

16. **Komposisi Kakitangan:**

		Bumiputera	Bukan Bumiputera	Jumlah
(a)	Eksekutif			
(b)	Teknikal			
(c)	Perkeranian			
(d)	Buruh/Kakitangan Rendah			

KETERANGAN MENGENAI SYARIKAT

17. **Taraf Syarikat**

- (a) Bumiputra/Bukan Bumiputra :
- (b) Syarikat Tempatan/Luar Negeri :

18. **Sebutharga Dengan Kerajaan Yang Telah Tamat Tempohnya :**

Jika penyebutharga pernah mengikut kontrak dengan Kerajaan Malaysia pada masa lalu, sila berikan butir-butir kontrak berkenaan:

.....

.....

19. **Sebutharga Dengan Kerajaan Yang Pernah Ditamatkan Atau Digantung :**

Jika penyebutharga pernah mengikut kontrak dengan mana-mana Jabatan Kerajaan tetapi sebutharga itu telah ditamatkan atau digantung kerana pelanggaran syarat-syarat sebutharga, sila berikan butir-butir mengenai sebutharga berkenaan :

.....

.....

20. **Lain-Lain Keterangan Mengenai Sebutharga :**

.....

.....

* Sila potong mana yang berkenaan.

Saya mengaku bahawa segala keterangan di dalam adalah benar :

Tandatangan Penyebutharga :

Nama :

No. Kad Pengenalan :

Jawatan :

Cop Syarikat :

KETERANGAN MENGENAI SYARIKAT

Tandatangan Saksi :

Nama :

No. Kad Pengenalan :

Jawatan :

Cop Syarikat :

PENGALAMAN SYARIKAT

PENGALAMAN SYARIKAT

1. Tender dan Sebutarga berkaitan :

Nyatakan tender dan sebutarga berkaitan yang telah disiapkan atau dalam pelaksanaan (sekarang-kurangnya 3 tahun). Format adalah seperti berikut:

Bil	Projek	Tarikh Mula & Tamat	Tempoh Projek	Nilai (RM)	Kod Bidang	Nama Pelanggan & Contact Person

Nota: Sila tambah helaian baru jika ruang tidak mencukupi.

SURAT AKUAN PEMBIDA

SURAT AKUAN PEMBIDA

Bagi

**LPB/600/Q33/2015 - SEBUTHARGA BAGI PERKHIDMATAN PENGAUDITAN DAN
PERSIJILAN ISO 28000:2007 SECURITY SUPPLY CHAIN MANAGEMENT SYSTEM LEMBAGA
PELABUHAN BINTULU**

Saya,.....nombor K.P.yang mewakili..... nombor Pendaftaran dengan ini mengisytiharkan bahawa saya atau mana-mana individu yang mewakili syarikat ini tidak akan menawar atau memberi rasuah kepada mana-mana individu dalam Lembaga Pelabuhan Bintulu atau mana-mana lain, sebagai sogokan untuk dipilih dalam sebutharga seperti di atas. Bersama-sama ini dilampirkan Surat Perwakilan Kuasa bagi saya mewakili syarikat seperti tercatat di atas untuk membuat pengisytiharaan ini.

2. Sekiranya saya atau mana-mana individu yang mewakili syarikat ini didapati bersalah menawar atau memberi rasuah kepada mana-mana individu dalam Lembaga Pelabuhan Bintulu atau mana-mana individu lain sebagai ganjaran mendapatkan sebutharga seperti di atas, maka saya sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil :

- 2.1 penarikan balik tawaran kontrak bagi sebutharga di atas; atau
- 2.2 penamatan kontrak bagi sebutharga di atas; dan
- 2.3 lain-lain tindakan tatatertib mengikut peraturan perolehan Kerajaan

3 Sekiranya terdapat mana-mana individu cuba meminta rasuah daripada saya atau mana-mana individu yang berkaitan dengan syarikat ini sebagai ganjaran mendapatkan sebutharga seperti di atas, maka saya berjanji akan dengan segera melaporkan perbuatan tersebut kepada pejabat Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran.

Yang benar,

.....
(Nama dan No. KP)

Cop Syarikat :

Catatan :* Potong mana yang tidak berkaitan.

SENARAI SEMAK SEBUTHARGA

**SENARAI SEMAKAN SEBUTHARGA
(BEKALAN/PERKHIDMATAN/KERJA)**

Sila tandakan ☐ bagi dokumen-dokumen yang disertakan.

Bil.	Perkara/Dokumen	Untuk Di Tanda Oleh Syarikat	Untuk Di Tanda Oleh Jawatankuasa Pembuka Sebutharga
1	Salinan Sijil Akuan Pendaftaran dari Kementerian Kewangan (Bekalan/Perkhidmatan)	☐	☐
2	Salinan Sijil Akuan Bumiputera dari Kementerian Kewangan (Bekalan/Perkhidmatan)	☐	☐
3	Salinan Sijil Akuan Pembuat dari Kementerian Kewangan (Bekalan/Perkhidmatan)	☐	☐
4	Salinan Sijil Pendaftaran dari Pusat Khidmat Kontraktor (Kerja)	☐	☐
5	Salinan Sijil Taraf Bumiputera dari Pusat Khidmat Kontraktor (Kerja)	☐	☐
6	Salinan Sijil Pendaftaran dari CIDB	☐	☐
7	Borang Sebutharga telah diisi dengan lengkap (termasuk nilai tawaran dan tempoh siap) dan ditandatangani	☐	☐
8	Keterangan Mengenai Penyebutharga.	☐	☐
9	Pengalaman Syarikat	☐	☐
10	Borang penyerahan contoh dan catalog (jika berkaitan)	☐	☐
11	Cadangan penyelenggaraan/penyelenggaraan	☐	☐
12	Senarai kakitangan teknikal (jika berkaitan)	☐	☐
13	Salinan Penyata Bulanan Akaun Bank bagi tiga (3) bulan terakhir	☐	☐
14	Lain-lain sekiranya ada	☐	☐

PENGESAHAN OLEH SYARIKAT

Dengan ini saya mengesahkan bahawa saya telah membaca dan memahami semua syarat-syarat dan terma yang dinyatakan di dalam dokumen sebutharga. Semua maklumat yang dikemukakan adalah benar

Tandatangan:

Nama:

Jawatan:

Tarikh:

UNTUK KEGUNAAN JABATAN

Jawatankuasa Pembuka Sebutharga mengesahkan penerimaan dokumen bertanda kecuali bagi perkara bil. (jika ada).

Tandatangan Pembuka I:

Nama:

Jawatan:

Tarikh:

Tandatangan Pembuka II:

Nama:

Jawatan:

Tarikh:

Tandatangan Pembuka III:

Nama:

Jawatan:

Tarikh: