



Bintulu Port Holdings Berhad

(380802-T)

GCS/CAD/02/2017

**The Design, Printing and
Delivery of Annual Report
for the Year 2017,
Bintulu Port Holdings Berhad Group**



**PLEASE READ THE CHECKLIST BELOW PRIOR TO SUBMITTING YOUR
QUOTATION PROPOSAL**

CHECKLIST

Please ensure that you had filled up all the relevant form, information and particulars required in the Quotation Document. **Failure of filling all the necessary information and particulars may result in your Quotation being DISQUALIFIED OR REJECTED.**

Kindly refer to the checklist below and tick (✓) wherever applicable.

1. () **TO COMPLETE** the Form of Quotation, Schedules of Rates, Work Schedule, Project Financing, Company's Profile and other necessary supporting documents (whichever applicable).
2. () **TO ENSURE** that the Quotation Proposal be submitted in a sealed envelope clearly marked the Quotation number and Quotation title.
3. () Being the participating Bidder, I hereby acknowledge that I had understood all the information, contents, terms and conditions of the Quotation document submitted hereto and agree to be abided by the same unless specified otherwise hereto.

Signed by	.....
Name of authorized personnel	.....
Company's Stamp/Cop	.....
Date	.....

BINTULU PORT HOLDINGS BERHAD

INSTRUCTIONS TO BIDDERS



INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. QUOTATION DOCUMENTS

The Quotation documents shall comprise of the followings:

- i. Checklist
- ii. Instruction to Bidders
- iii. General Terms and Conditions of Quotation
- iv. Form of Quotation
- v. Specifications
- vi. Schedule of Rates, Work Schedule, Project Financing & Company's Profile

2. QUOTATION

The Bidder is required to complete and sign the Quotation Documents.

- a. All information and particulars to be filled in on the Quotation shall be legibly written in ink. No erasures shall be permitted and all errors or alterations shall be neatly cancelled and all corrections shall be authenticated.
- b. Bidders shall quote in **Malaysian Ringgit**.
- c. The Quotation shall be properly completed. Improper completion of the document may result in the Quotation being disqualified.

3. SUBMISSION OF QUOTATION

The Bidder is to submit the Quotation documents in the following manner:

- a. Complete and sign the Quotation documents;
- b. Place the Quotation Proposals in a sealed envelope clearly marked the Quotation name and number;
- c. The envelope shall be deposited in the Quotation Box and addressed to:

**BINTULU PORT HOLDINGS BERHAD
LOT 15, BLOCK 20, KEMENA LAND DISTRICT
12TH MILE, TANJUNG KIDURONG ROAD
P. O. BOX 996
97008 BINTULU
SARAWAK**

(Attn: The Senior Manager, Group Corporate Services)

not later than **1200 HOURS** on **16 October 2017 (Monday)** as stipulated to the respective Bidders. Any Quotation delivered after the stipulated time, for whatever causes arising, will not be considered.



Telegraphic or telex or facsimile Quotations will not be accepted.

All submission documents shall be considered as the property of Bintulu Port Holdings Berhad (BPHB) and hence, shall not be returnable to the bidders.

4. **VALIDITY OF QUOTATION**

The Quotation will be held open for acceptance or rejection for **ONE HUNDRED TWENTY (120) DAYS** from the closing date of Quotation. BPHB shall have the right to extend the validity of the Quotation for a further period to be determined by BPHB.

The successful Bidder will be notified of BPHB's decision within this period.

5. **INTERPRETATION OF DOCUMENTS**

The bidder shall carefully examine the Terms and Conditions.

If any Bidder is in doubt as to the true meaning of any part of the Quotation documents, he should as soon as possible but not later than **seven (7) days** before the closing date of Quotation, notify the Superintending Officer and request clarification before submitting his Quotation. Interpretation of the Quotation documents will be valid only if made by formal Addenda by the Superintending Officer, as described in **Clause 6** below.

6. **ADDENDA**

Addenda may be issued prior to the Quotation closing date to clarify or modify the Quotation documents. Every Addendum issued will be distributed to each Bidder and shall become part of the Quotation document. Receipt of each Addendum must be acknowledged. Failure to acknowledge any Addendum may result in the Quotation being rejected.

The time and date stated for the closing of Quotation will not be extended on the issuance of Addenda, and the Bidder is herewith informed that BPHB shall not favourably consider any request for such extension of time.

BPHB reserves the right to postpone the date and time for closing of Quotation. Faxed notice of any such postponement will be given to each Bidder.

7. **QUOTATION ACCEPTANCE**

BPHB does not bind itself to accept the lowest or any Quotation and no reason will be given for rejecting any Quotation.

BPHB also reserves the right to accept only parts of the Quotation.

8. **ALTERNATIVE FORMS, CONDITIONS AND REQUIREMENTS**

The Quotation must be strictly in compliance with the terms, conditions and requirements of the Quotation documents and except such alterations as may be



required by the Quotation issued during the Quotation period by the Superintending Officer, no alteration shall be made by the Bidder in the Quotation form or any other forms or pages of the Quotation documents.

If, however, the Bidder wishes to stipulate terms, conditions or requirements differing from those set in the Quotation documents he must first complete and submit a full Quotation strictly in compliance with the said documents. He shall then set out the terms, conditions and requirements differing from those in the Quotation documents in a covering letter to his Quotation and shall also clearly indicate the effect on his Quotation price of acceptance by BPHB of each such differing term, condition or requirement.

9. **DOCUMENTS CONFIDENTIAL**

All Quotation documents shall be treated as private and confidential.

10. **INSTRUCTIONS TO BIDDERS BE DEEMED TO FORM PART OF QUOTATION**

These Instructions to Bidders, in so far as they may affect the execution of the Quotation, shall be deemed to form part of the Quotation.

11. **DISQUALIFICATION/REJECTION OF QUOTATION SUBMISSION**

BPHB shall not hesitate to disqualify or reject the submission of the Bidders in the event the Bidders fail to complete all necessary forms, information and particulars required in the Quotation Document hereto.

BINTULU PORT HOLDINGS BERHAD

FORM OF QUOTATION



TO: BINTULU PORT HOLDINGS BERHAD
P. O. BOX 996
97008 BINTULU
SARAWAK

FORM OF QUOTATION

QUOTATION NO.: GCS/CAD/02/2017 – “THE DESIGN, PRINTING AND DELIVERY OF ANNUAL REPORT FOR THE YEAR 2017, BINTULU PORT HOLDINGS BERHAD GROUP”

1. Having examined the Quotation Documents for the above mentioned, we, the undersigned offer to furnish the above in conformity with the said documents for the sum of:

<u>No.</u>	<u>Description</u>	<u>Total Amount (RM / words)</u>
	The design, printing and delivery of 1,800 copies of Annual Report for the year 2017, Bintulu Port Holdings Berhad Group	
i.	180 pages and below	..........
ii.	181 – 200 pages	..........
iii.	201 – 220 pages	..........
iv.	221 pages and above	..........
	500 pieces Annual Report prepared in the form of Compact Disc (CD)	..... .....

2. We acknowledge receipt of the following Addenda to the Quotation Documents and have taken into consideration these Addenda in our Quotation Sum.

.....
.....
.....



3. We undertake, if our Quotation is accepted, to commence and complete the same in accordance with the General Terms and Conditions of Quotation and Specifications and within the time stipulated therein.
4. We agree to abide by this Quotation for the period of **ONE HUNDRED TWENTY (120) DAYS** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed, this Quotation, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest of any Quotation you may receive.
7. We also understand that you shall have the right to disqualify our Quotation proposal in the event of failure upon us to complete this Form of Quotation on the submission date.
8. The name of our banker is
8. We hereby designate:

.....

Telephone No.: Fax No.:

as our office address to which notices should be delivered or mailed.

Dated this day of

Signature :

Name :

In the capacity :

duly authorised to sign Quotation for and on behalf of (insert name of company)

.....
(IN BLOCK LETTERS)

Signature of Witness :

Name of Witness :

Occupation :

Address :

.....



GENERAL TERMS AND CONDITIONS
OF QUOTATION NO.: GCS/CAD/02/2017

**‘The Design, Printing and Delivery of Annual
Report for the Year 2017,
Bintulu Port Holdings Berhad Group’**



THE GENERAL TERMS AND CONDITIONS OF QUOTATION

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BINTULU PORT HOLDINGS BERHAD

(Incorporated in Malaysia)

GENERAL TERMS AND CONDITIONS OF QUOTATION

1. DEFINITIONS

In this Quotation (as hereinafter defined) the following words and expressions shall have the same meanings herein assigned to them except where the context otherwise requires:

- a. **“Approved”** and **“Directed”** shall mean the approval and direction in writing of the Superintending Officer.
- b. **“BPHB”** shall mean Bintulu Port Holdings Berhad.
- c. **“Services”** shall mean the services to be rendered, performed or carried out in accordance with the scope of this Quotation.
- d. **“The Quotation”** shall mean the documents forming the Quotation proposal and acceptance thereof together with the documents referred to therein including the conditions and the specification thereto. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- e. **“The Contractor”** shall mean a person or persons, companies, partnerships, or firm whose Quotation has been accepted and who has or have signed the Quotation/Contract and shall include his or their heirs, executors, administrators, assigns, successors, and duly appointed representatives.
- f. **“The Superintending Officer”** (or the initial S.O) shall mean the Group Chief Executive Officer of BPHB, and his successors in office and also such persons as may be deputed by him to act on his behalf for the purpose of this Quotation.

2. SCOPE OF QUOTATION

- a. The scope of this Quotation is specified in the **Appendices to the General Terms and Conditions of Quotation** hereto and the Contractor shall execute, perform or carry out the services in accordance with the terms and conditions of this Quotation and in every respect in accordance with the directions and to the reasonable satisfaction of the Superintending Officer who may in his absolute discretion and from time to time issue further details, and/or written instruction, written directions and written explanations (all of which are hereinafter collectively referred to as **“Superintending Officer’s Instructions”**) in regard to:
 - i. the variation for modification of the quality or quantity of the services or the addition or omission or substitution of any of the services;
 - ii. any discrepancy in the Specification;



- iii. the dismissal from the services of any persons mentioned in **Clause 7** hereof employed thereupon; and
 - iv. the amending and making good of any defects in the services.
- b. The Contractor shall forthwith comply with and duly render, perform or carry out any services comprised in such Superintending Officer's Instruction provided that verbal instructions, directions and explanations given to the Contractor by the Superintending Officer shall, if involving a variation, be confirmed in writing to the Contractor by the Superintending Officer within **seven (7) days** and if not dissented from in writing within a further period of **seven (7) days** by the Contractor shall be deemed to be the Superintending Officer's Instructions. If compliance with the Superintending Officer's Instructions as aforesaid involves any variation, such variation shall be dealt with as specified under **Clause 6 of the Commercial Specifications** as an authorised variation and the value thereof added to or deducted from the Contractor.
- c. If compliance with the Superintending Officer's Instructions as aforesaid involves expense or loss beyond that reasonably contemplated by the Quotation, the amount of such expense or loss shall be ascertained by the Superintending Officer and added to the Contract Sum.

3. **DURATION OF CONTRACT**

The duration for this Quotation shall be for a period as specified in the **Appendices to the General Terms and Conditions of Quotation** hereto effective from the date of notice to commence services. The Superintending Officer shall issue the notice to commence services immediately after the acceptance of quotation by the successful Contractor.

4. **NOTICES**

The Contractor shall notify the Superintending Officer of the address where notices and Superintending Officer's Instructions under this Contract may be served upon. If in the event the Contractor fails to notify the Superintending Officer of such an address, notices shall be deemed to have been served upon the Contractor if sent by **registered post** to the address stated in this Quotation.

5. **PROVIDE ALL NECESSARY ITEMS**

The Contractor shall provide everything necessary for the proper execution of the services according to the true intent and meaning of the Quotation Specifications whether the same may or may not be particularly shown or described provided that the same is reasonably to be inferred there from and if the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Superintending Officer who shall decide which shall be followed.

6. **TECHNICAL ADVICE**

The Contractor shall give his normal technical advice with regards to the services under this Quotation. Such advice may be given in correspondence or personal discussion with the Superintending Officer at no charge.

7. DISCHARGE OF WORKMEN

The Contractor shall only employ such workmen who are thoroughly efficient and of good character to perform the services. If in the sole opinion of the Superintending Officer that any person so employed by the Contractor has misconduct himself or has caused delays or is incompetent, the Contractor shall when directed by the Superintending Officer in writing shall at once remove the said person from the work place, site or premises and he shall not again be employed under the said services without the prior written consent/permission of the Superintending Officer. Any person so being removed from the work place, site or premises shall without delay be replaced with a person of competent substitute approved by the Superintending Officer provided that the Contractor shall not be entitled to any claim for any additional expenses whatsoever incurred by him in fulfilling the directive given by the Superintending Officer under the provisions of this clause.

8. CONTRACTOR'S REPRESENTATIVE/NOMINEE

The Contractor shall nominate a competent representative who shall be constantly available at all times to supervise the execution of the services. Such person must be capable of receiving verbal instructions in Bahasa Malaysia or English. Any instructions given to the Contractor's representative by the Superintending Officer or the Superintending Officer's nominees shall be deemed to have been given to the Contractor. For this purpose the Superintending Officer shall inform the Contractor as to whom his appointed nominee(s) is/are who is/are duly authorised to give such instructions.

9. QUALITY AND PERFORMANCE

The Contractor shall carry out the services to a standard acceptable and to the entire satisfaction of the Superintending Officer, where in any Specification forming part of this Quotation, the services are stipulated to conform to a designated standard specification.

10. MODIFICATION, ALTERATION OR ADDITION

- a. The Superintending Officer shall have the rights at any time to request in writing to the Contractor any modification, alteration or addition which it may wish to incorporate in the services and the Contractor shall agree to the Superintending Officer's requirements in so far as they may be reasonably practicable, **PROVIDED THAT** the modification or as accumulation of such modifications shall not in the Contractor's judgment adversely affect his commitments in relation to parties other than BPHB.
- b. Where modifications, alterations or additions of such kinds result in any change in price, or result in a change to the duration of the Quotation period or change to the payment schedule or specifications hereto, these changes shall be agreed between the parties hereto by verification through the execution of a supplementary agreement.

11. **DETERMINATION BY SUPERINTENDING OFFICER**

- a. **Default** - If the Contractor shall make default in any of the following respects, namely:
- i. without reasonable cause wholly suspends the services;
 - ii. fails to proceed with reasonable diligence;
 - iii. refuse or to a substantial degree persistently neglect after notice in writing from the Superintending Officer to continue with the services or to remedy unsatisfactory services;

then, if such default shall continue for **seven (7) days** after a notice sent by registered post to the Contractor from the Superintending Officer specifying the same, the Superintending Officer may (without prejudice to any other rights herein contained) thereupon by notice sent by registered post determine this Quotation; **PROVIDED THAT** notice hereunder shall not be given unreasonably or vexatiously and such notice shall be void if BPHB is at the time of the notice in breach of this Quotation.

- b. **Bankruptcy or Assignment** - If the Contractor:
- i. commits an act of bankruptcy; or
 - ii. becomes insolvent or compounds with or makes any assignment for the benefit of his creditors; or
 - iii. assigns or sub-contracts the Contract or any portion thereof without written permission of the Superintending Officer;

then, in any such event, the Superintending Officer may without prejudice to any other rights herein contained, by a notice sent by registered post, determine this Quotation.

- c. Termination of this Quotation shall be without prejudice to any accrued rights of either party or other remedies available to the Parties including but not limited to the rights of legal action by the parties hereto.

12. **RELEASE FROM PERFORMANCE**

If any circumstances beyond the control of both parties arises after the issuance of the Letter of Acceptance which renders it impossible or unlawful for either or both parties to fulfil his or their obligations or under the law governing the contract the parties are released from further performance, then the parties shall be discharged from this Quotation but without prejudice to the rights of either party in respect of any antecedent breach of the Quotation and the sum payable in respect of the services duly executed shall be the same as that which would have been payable if the contract had not been terminated.

13. TERMINATION OF CONTRACT

a. Termination With Cause

If the contractor fails to conduct or execute the works satisfactorily, the contract shall be terminated at any time before it expires. The decision of BPHB in this matter shall be final and binding.

b. Termination Without Cause

BPHB may at any time, terminate without cause the Contract by giving to the Contractor, a written notice specifying the effective date of termination. The Contractor shall stop performing all works/services on the effective date of termination.

If BPHB exercises its right to terminate the Contract due to any circumstances beyond its control, BPHB shall not be liable to pay in full of the contract sum but shall only pay the amount that is due to the Contractor for works/services performed (if any) up to the day of termination.

14. ACT OR ATTEMPT OF BRIBERY / CORRUPTION

- a. Any act or attempt to corruptly offer or give, solicit or receive any gratification to and from any person in connection with this procurement is a criminal offence under the Anti-Corruption Act 1997;
- b. If any person offers or gives any gratification to any members/staff of BPHB, the latter shall at the earliest opportunity thereafter lodge a report at the nearest office of the Anti-Corruption Commission;
- c. Without prejudice to any other actions, disciplinary action against a member/staff of BPHB and blacklisting of the Contractor may be taken if the parties are involved with any act of corruption under the Anti-Corruption Act 1997;
- d. Any Contractor who makes a claim for payment in relation to this procurement although no work was carried out or no goods were supplied or no services rendered in accordance with the specifications and any member/staff of BPHB who certifies the claim commits an offence under the Anti-Corruption Act 1997; and
- e. Any commission, advantage, gift, gratuity, reward or bribe given, promised or offered by or on behalf of the Contractor or his agent or servant or any other person on his or their behalf to any officer, servant, representative or agent of BPHB or to any person on behalf of any of them in relation to the obtaining or to the execution of this or of any other contracts with BPHB shall, in addition to any criminal liability which may thereby incurred, subject the Contractor to the cancellation of this and of all other contracts which he may have entered into with BPHB and also to the payment of any loss or damage resulting from such cancellation. BPHB shall be entitled, upon a certificate in writing of the monies otherwise due to the Contractor under this or any other contract or to recover the said amounts as a debt due from the Contractor to BPHB.

15. APPENDICES

The Appendices attached hereto are to be considered, taken, construed, read and form as an integral part of this Quotation agreement.

16. LAWS OF MALAYSIA

This Quotation shall be governed by the Laws of Malaysia and the parties hereto submit to the jurisdiction of the Court of Malaysia.

17. STAMP DUTY

The proper stamp duty, if any, on this contract shall be solely borne by the Contractor.

18. LANGUAGE

The language of this Quotation shall be in English.

“THE REMAINING OF THIS PAGE IS INTENTIONALLY LEFT BLANK”

APPENDICES TO THE GENERAL TERMS AND CONDITIONS OF QUOTATION

<u>Clause:</u>	<u>Description:</u>	<u>Remarks:</u>
2 (a)	Scope of Quotation	<p>The scope of work for this contract shall comprise of the followings:-</p> <ul style="list-style-type: none">i) Concept and cover designing<ul style="list-style-type: none">- Bidders to submit 3 samples;ii) Layout preparation and text content;iii) Printing and delivery of Annual Report for the Year 2017 Bintulu Port Holdings Berhad Group. <p>The brief overview on Bintulu Port Holdings Berhad Group is attached herewith as <u>Appendix 1</u> for your reference.</p>
3	Duration of Contract	Five (5) months from the date of Notice to Commence Work up to the delivery of Annual Report.

BRIEF OVERVIEW ON BPHB

1.0 INTRODUCTION

- 1.1 Bintulu Port Holdings Berhad (BPHB) is a public listed company, incorporated on 22 March 1996 under the Malaysian Companies Act. The company shares (BIPORT) were listed on the Main Market of the Bursa Malaysia Securities Berhad on 16 April 2001. BPHB with its principle activity as an investment holding company, wholly owned Bintulu Port Sdn Bhd (BPSB), Biport Bulkiers Sdn Bhd (BBSB) and Samalaju Industrial Port Sdn Bhd (SIPSB). BPSB provides port services, develop and operate port infrastructure and facilities at Bintulu Port whereas BBSB operates its business as bulking installation facilities as well as storage provider for palm oil, edibles oils and its by-products. SIPSB provides port services that serve the industries in the Samalaju Industrial Park and the port hinterland.
- 1.2 As a public listed company in Main Board at Bursa Malaysia, BPHB is required to produce its' Annual Report. Annual Report is one of the most important means by which BPHB discharges its accountability to shareholders. It is the key resource for BPHB and for its financial review of the performance and current operations.
- 1.3 BPHB vision is to be ***'A World Class LNG Port and the Port of BIMP-EAGA'*** and its mission is to ***'Provide quality port services that meet customer expectations, ensure a competitive return on investment for the shareholders and benefit the stakeholders'***.
- 1.4 This request for expression of interest is to develop content, design, printing and delivery of BPHB's Annual Report for the year 2017. The Annual Report must be professionally designed for print layout, language edited in line with professional writing standards and printed, which must be in line with BPHB's mission and vision.

BINTULU PORT HOLDINGS BERHAD

TECHNICAL & COMMERCIAL **SPECIFICATIONS**



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APPENDICES TO COMMERCIAL SPECIFICATIONS

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APPENDIX 3: SCHEDULE OF RATES

APPENDIX 4: PROJECT FINANCING

APPENDIX 5: COMPANY'S PROFILE



‘THE DESIGN, PRINTING AND DELIVERY OF ANNUAL REPORT FOR THE YEAR 2017, BINTULU PORT HOLDINGS BERHAD GROUP’

TECHNICAL SPECIFICATIONS

1. General

These specifications generally describe the scope of works for the design, printing and delivery of Annual Report for the year 2017, Bintulu Port Holdings Berhad Group.

The Annual Report is intended to:

- i) Promote greater transparency and enhance shareholders communication through the publication of timely, informative, factual and reader friendly Annual Report;
- ii) Recognise and encourage excellence in the presentation of financial and business information;
- iii) Create public awareness of Company’s objectives, operations and measures of performances;
- iv) Promote high standards of corporate governance;
- v) Enhance investor confidence; and
- vi) Compliance to relevant statutory requirement; i.e. Bursa Malaysia Listing Requirement, Securities Commission Act and Companies Act 1965.

2. Size

The size of the annual report shall be of A4 size (29.8 cm x 21 cm).

3. Concept Design

Contractors shall:-

- a. design of the **cover** of the Annual Report according to the vision and mission of BPHB; and
- b. design the **content layout** of the Annual Report.

Contractor **must** submit three (3) samples of the design **and** a copy of publication on previous experience.

In designing the concept of the Annual Report, the Contractor shall use its own creativity and graphic design to **potray the image of Bintulu port as a World Class LNG Port and the Port of BIMP- EAGA.**

If so requested, the short-listed bidders shall provide a **printed amended draft cover design of the Annual Report** to BPHB before the award of quotation and all incidental cost incurred to the same shall be borne by the bidder.

4. **Production of Annual Report**

BPHB shall provide all relevant information (statistical, financial and corporate information) and the content write-up for the production of the Annual Report which include of the followings:

NO.	DESCRIPTION
1.	Content of Annual Report
A.	Non-Financial Page <ul style="list-style-type: none"> i. Company Profile ii. Chairman's Statement iii. Group Chief Executive Officer (CEO) Message and Management Discussion & Analysis (MD&A) iv. Directors & CEO Profiles v. Management Team Profiles vi. Statement on Corporate Governance vii. Statement on Risk Management & Internal Control viii. Board Committee Report ix. Audit Committee Report x. Sustainability Report xi. Profile of Subsidiaries xii. Awards & Recognition xiii. Corporate Highlights xiv. List of Properties xv. Analysis of Shareholdings
B.	Financial Page

The Contractor and BPHB shall be jointly and severally liable and accountable under relevant Laws of Malaysia for any mistakes, omission, whatsoever in preparation and production of this Annual Report.

5. **Relevant Photographs**

BPHB shall provide all relevant photographs required to be included in the Annual Report. If the bidders find it necessary to shoot additional photos, then the bidders may notify BPHB of the same. For such purpose, the bidders are required to quote the cost of photo shooting in the **Schedule of Rates as per Appendix 3** hereto.

In the event that BPHB requires the Contractor to shoot additional photos for the purpose of the Annual Report, then the charges shall be based on the rates as per the Schedules of Rates.

6. Preparation and Submission of Dummy

Upon the date of Notice to Commence Work, the Contractor is then required to prepare the content design of the Annual Report and also required to prepare a dummy and submit to BPHB for approval before commencing the actual printing.

The Contractor is also required to produce **fifteen (15) copies** of printed dummy for presentation to the BPHB's Board of Directors prior to the actual commencing of the printing and the necessary amendments thereof. The cost shall be solely borne by the Contractor.

7. Language Versions

The Annual Report shall be in English.

8. Due Diligence

The Contractor is required to carry out due diligence including proof reading on the content of the Annual Report prior to submission and shall be equally responsible in the event of any mistake in the Annual Report during the course of the preparation and printing of the same.

If BPHB identify certain errors to the Annual Report after final printing due to the Contractor, then in such event, the Contractor shall re-print the said Annual Report at the cost to be borne by the Contractor. However, if errors were due to BPHB, then all cost incurred in re-printing of the same shall be borne by BPHB.

9. Infringement of Copyrights

The Contractor shall also save harmless and indemnify BPHB from and against all claims and proceedings for or on account of infringement of any patents rights, design, trade-mark or name or other protected rights in respect of any part, machine, work material used for or in connection with or for incorporation in the Annual Report production or any of them or sale of any materials supplied by the Contractor to BPHB and against all costs for such infringement or for which BPHB may become liable in any action.

10. Material

The material used for the cover of annual report shall be **230 gsm Art Card** while the content pages shall be **128 gsm Matt Art Paper**. The number of pages shall be in estimation of **180 – 220 pages** with full colours for photographs and graphic design.

11. Workmanship

The finishing for this annual report shall be **matt lamination finish** and must be in a **perfect stitched binding**. Bidders are required to quote for matt lamination each for:

- 180 pages and below;
- 181 - 200 pages;
- 201 - 220 pages; and
- 221 pages and above.

12. Compact Discs (CDs)

Bidders are also required to quote for Annual Report prepared in the form of a CD. However, it is the prerogative of BPHB either to proceed or not to proceed with the preparation of the same. Bidders will be informed accordingly on the decision of BPHB for the preparation of CDs.

13. Quantity

The Annual Report shall be printed for **1,800 COPIES** and if so required, the Annual Report may be produced in the form of CD for **500 PIECES**.

In the event the printing of the Annual Report so required exceed 1,800 copies, the payment shall be made on pro-rata basis for the excess copy.

14. Printing of Annual Report

The printing of Annual Report shall not be more than **10 days** from the date of confirmation to printing by BPHB.

15. Delivery of Annual Report

The Contractor shall deliver the printed Annual Report as follows at the cost of the Contractor:-

- i. **1,310 copies** shall be delivered to the office of the Share Registrar in Kuala Lumpur within **one (1) day** upon completion of printing of Annual Report; and
- ii. **490 copies** shall be delivered to the BPHB headquarters in Bintulu by courier within **two (2) days** upon completion of printing of the Annual Report.

COMMERCIAL SPECIFICATIONS

1. Cost of Bidding

Bidders will not be reimbursed for any expenses incurred in connection with collection and in the preparation or submission of this Quotation.

2. Prices to be Inclusive

The price for this Quotation shall include all costs without limitation of labour, materials, supervision, transport, overtime, profit, customs and excise duties, port dues, landing charges and all tax expenses (inclusive of Government Services Tax - GST), liabilities and obligations which come in accordance to the **Appendices to the Commercial Specification** hereto.

3. Payments

- a. The payment for this Quotation shall be made in accordance with the **Appendices to the Commercial Specification** hereto and shall be paid within **thirty (30) days** upon receipt and acceptance of invoices and signed certificates by the Superintending Officer and subject to the certification by the Superintending Officer that the execution of the services for which payment is claimed has been satisfactorily executed.
 - b. Except as otherwise agreed between BPHB and the Contractor, the mode of payment in respect of all fees and expenses incurred shall be made by way of company's cheque. Payment by way of other means such as Telegraphic Transfer (TT) etc. can be arranged but all expenses relating to the bank charges such as cable line, commission etc. shall be borne by the Contractor.
 - c. BPHB shall have the rights to deduct any of the said payment in the event that the contractor failed to comply with the instructions given or amendments highlighted by BPHB.
3. The currency of this contract and all payments due for services rendered shall be in **RINGGIT MALAYSIA**.

4. Damages for Non-Completion/Liquidated and Ascertained Damages

- a. If the Contractor fails to meet the completion date as specified in the Quotation hereof, then in such event BPHB may claim agreed **liquidated and ascertained damages (LAD)** for every day or part of a day which shall elapse between the relevant time for completion and the actual date of completion of the whole of the Services at the rate as specified in the **Appendix to the Commercial Specification** hereto. Such payment shall be made in full and final upon satisfaction of BPHB on the Contractor's liability for such delay.
- b. Notwithstanding **paragraph 4 (a)** above, BPHB shall have the rights without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor or the Contract Proceeds upon event of any delay of the Contract period by the Contractor subject to the applicable limit as stated in the **Appendices to the**

Commercial Specification hereto. The payment or deduction of such damages or Contract Proceeds shall not relieve the Contractor from his obligation to complete the said Services or from any of his other obligations and liabilities under the Contract unless stated otherwise in this Agreement.

- c. In the event the Contractor fails to complete the services within the Quotation period sanctioned by this Quotation, the Superintending Officer shall as the case may be, have the right to cancel without compensation for the services not completed under this Contract and engage other Contractors from other sources. Should the cost of such services obtained from other sources be greater than that allowed for by the Contractor in his prices, the difference in cost shall be deducted from any money due or to become due to the Contractor under this Quotation and if the agreed amount is more than the balance due to the Contractor, then the difference shall become a debt due from the Contractor to BPHB.

5. **Deduction of Money**

The Superintending Officer shall be entitled to deduct any money the Contractor shall be liable to pay under this Quotation to BPHB from any sum which may become payable to the Contractor hereunder and the Superintending Officer in issuing any certificates shall have regards to such sum so chargeable against the Contractor; **PROVIDED ALWAYS** that this provision shall not affect any other remedy action at law or otherwise to which BPHB may be entitled for the recovery of such money.

6. **Payment for Variations**

No variation shall vitiate or invalidate this Quotation. The cost of all variations and extras, authorized as herein provided, or subsequently sanctioned by the Superintending Officer in writing, shall be valued at the rates and prices set out in the Quotation if, in the opinion of the Superintending Officer, the same shall be applicable. If the Quotation does not contain any rate or price applicable to the extra or additional services, then suitable rates or prices shall be agreed upon between the Superintending Officer and the Contractor.

7. **Fluctuations in Cost**

This Quotation is a fixed price Quotation. No adjustment will be made in respect of the rise and fall in the cost of labour, materials, currency exchange rates or any other matters contained in this Quotation.

8. **Project Financing**

The Bidders shall indicate the mode of financing in carrying out or completing the project for the contract period by completing the form attached as **Appendix 3** hereof.

APPENDICES TO COMMERCIAL SPECIFICATIONS

<u>Clause:</u>	<u>Description:</u>	<u>Remarks:</u>
3 (a)	Payments	Payments shall be made progressively as follows:- i) 50% upon confirmation of the final dummy and prior to printing of the Annual Report; ii) 25% upon despatch/delivery of the printed Annual Report to the office of the Share Registrar of BPHB in Kuala Lumpur; and iii) 25% upon acceptance by BPHB of the balance of the printed Annual Report at the office of BPHB.
4 (a)	Amount of LAD	RM200.00 per day.
4 (b)	Applicable Limit of LAD	N/A

WORK SCHEDULE

Schedule for Preparation of BPHB Group Annual Report 2017

No	Activity	Date	Day	Duration
1ST STAGE				
1	Advertisement of Quotation	02/10/2017	Monday	-
2	Submission of Quotation Document by Bidders	02/10/2017 - 16/10/2017	Monday - Monday	15 days
3	Opening of Quotation	16/10/2017	Monday	1 day
4	Evaluation of Quotation	16/10/2017 - 27/10/2017	Monday - Friday	10 working days
2ND STAGE				
5	Appointment of Contractor	30/10/2017	Monday	1 day
6	Kick-off meeting with Contractor	30/10/2017	Monday	1 day
7	Preparation of Draft Annual Report by Contractor for Management Review (design & content layout)	01/11/2017 - 14/11/2017	Wednesday - Tuesday	10 working days
8	Delivery & Review of 1st Dummy of Annual Report for Management Review (<i>soft copy via email</i>)	15/11/2017 - 17/11/2017	Wednesday - Friday	3 days
9	Submission of Information by BPHB to Contractor	20/11/2017 - 24/11/2017	Monday - Friday	5 days
10	Amendments (<i>if any</i>) for presentation to Audit Committee & BPHB Board Meeting	27/11/2017 - 8/12/2017	Monday - Friday	10 working days
11	Delivery of Dummy of Annual Report for presentation to AC & BPHB Meeting (<i>soft copy via email</i>)	11/12/2017	Monday	1 day
12	Presentation of Dummy of Annual Report to Audit Committee & BPHB Board	09/01/2018	Tuesday	1 day
13	Amendments (<i>if any</i>) & Submission of information after Audited Ac count presented to BPHB Board	01/03/2018 - 09/03/2018	Thursday - Friday	7 working days
14	Delivery of Final Dummy of Annual Report (<i>soft copy via email</i>)	01/03/2018	Monday	1 day
15	Final review of Annual Report	05/03/2018 - 09/03/2018	Monday - Friday	5 days
16	Confirmation date for printing	12/03/2018	Monday	1 day
17	Printing of Annual Report	12/03/2018 - 23/03/2018	Monday - Friday	10 working days
18	Delivery of 1,310 copies of Annual Report to Share Registrar within 1 day (1 in CD format of not more than 5MB - pdf file)	26/03/2018	Monday	1 day (30 days before AGM)
19	Delivery of Annual Report to Bursa Malaysia by Share Registrar within 1 day	27/03/2018	Tuesday	1 day (29 days before AGM)
20	Delivery of 1,310 copies of Annual Report to Shareholders by Share Registrar within 2 day	27/03/2018 - 28/03/2018	Tuesday - Wednesday	2 days (28 days before AGM exclusive of delivery day & receive day)
21	Delivery of 490 copies of Annual Report to BHB within 2 days	27/03/2018 - 28/03/2018	Tuesday - Wednesday	2 days
3RD STAGE				
22	Issuance of Notice of AGM	26/03/2018	Monday	30 days (before AGM) - exclusive of delivery & receive date
23	AGM	26/04/2018	Thursday	1 day

Note: The schedule is subject to changes and amendments.



SCHEDULE OF RATES**THE DESIGN, PRINTING AND DELIVERY OF ANNUAL REPORT
FOR THE YEAR 2017, BINTULU PORT HOLDINGS BERHAD GROUP**

NO.	DESCRIPTION	ESTIMATED PAGES	RATES PER PAGE	TOTAL
A.	Design of Annual Report			
	i. Cover (<i>front and back</i>)	2 pages	RM	RM
	ii. Content Layout (<i>in lump sum</i>)			
	▪ Non- Financial	-	RM	RM
	▪ Financial	-	RM	RM
	Total	-	RM	RM
B.	Printing of Annual Report	1,800 copies		
	<u>B1:</u>	<u>180 pages & below</u>		
1.	Non-Financial Page			
	i. Full Colour Page	≤ 60 pages	RM	RM
	ii. Spot Colour Page (<i>maximum of 2 spot colour</i>)(*)	≤ 50 pages	RM	RM
2.	Financial Page (<i>1 spot colour</i>)	≤ 70 pages	RM	RM
	Total	-	RM	RM
	<u>B2:</u>	<u>181 - 200 pages</u>		
1.	Non-Financial Page			
	i. Full Colour Page	61 - 70 pages	RM	RM
	ii. Spot Colour Page (<i>maximum of 2 spot colour</i>)(*)	51 - 55 pages	RM	RM
2.	Financial Page (<i>1 spot colour</i>)	71 - 75 pages	RM	RM
	Total	-	RM	RM

1.	<u>B3:</u> Non-Financial Page	<u>201 - 220 pages</u>		
	iii. Full Colour Page	71 - 80 pages	RM	RM
	iv. Spot Colour Page (maximum of 2 spot colour)(*)	56 - 60 pages	RM	RM
	2. Financial Page (1 spot colour)	76 - 80 pages	RM	RM
	Total	-	RM	RM
1.	<u>B4:</u> Non-Financial Page	<u>221 pages & above</u>		
	v. Full Colour Page	> 81 pages	RM	RM
	vi. Spot Colour Page (maximum of 2 spot colour)(*)	> 61 pages	RM	RM
	2. Financial Page (1 spot colour)	> 81 pages	RM	RM
	Total	-	RM	RM
180 pages & below : (A + B1) OVERALL TOTAL				*RM
181 – 200 pages : (A + B2) OVERALL TOTAL				*RM
201 - 220 pages : (A + B3) OVERALL TOTAL				*RM
221 pages & above : (A + B4) OVERALL TOTAL				*RM

ADDITIONAL COST				
NO.	DESCRIPTION	ESTIMATED QUANTITY	RATES PER UNIT	TOTAL
C.	Annual Report prepared in the form of Compact Disc (CD)	500 pieces	RM*	RM*
D.	Cost for additional photo shooting			
	Photo shoots for individual	.....	RM	RM
	Group photo shoots	.....	RM	RM
	Company's view shooting	.....	RM	RM
	Shooting of Ariel View of the Company	.....	RM	RM
	Others (<i>please itemised</i>)	.....	RM	RM
	Total	-	RM	RM
E.	Reimbursable shall be inclusive of:			
	a. Transportation		RM	RM
	– Air Fare			
	– Taxi			
	b. Others (<i>please itemised</i>)	.....	RM	RM
		.....	RM	RM
		.....	RM	RM
	Total	-	RM	RM

* *The total amount is to be carried forward to Clause 1 of the FORM OF QUOTATION.*

(*) – Bidder can also quote for more than 2 spot colours by attaching the said quoted price to this quotation.

Note – the number of pages referred to above is estimate only and is subject to the actual number of pages upon completion of the Annual Report.

PROJECT FINANCING

The Contractor shall indicate the mode of financing in carrying out the work or completing the work below:-

Please tick (✓) where applicable

1. **Internal Financing** ()

Please submit to Bintulu Port Holdings Berhad the audited accounts for the last three (3) consecutive years.

2. **External Financing** ()

Please indicate below as to how the external financing be arranged and to enclose the supporting documentation from the said financial institution:

3. **Joint / Mixed Financing (Internal & External)** ()

Please indicate below as to how the Joint/Mixed Financing is to be arranged:

Note: If the Contractor opted for external financing from any financial institution for the execution of this Contract, Bintulu Port Holdings Berhad shall not be consented for any form of assignment of the contract proceeds to the said financial institution.

Company's Stamp : _____

Signature : _____

Name : _____

Date : _____

COMPANY'S PROFILE

Name of Company Company No.	
Registered Address of Company Telephone No. Fax No Contact Person	
Date of incorporation / registration of Company	
Paid Up Capital (RM)	
Authorised Capital (RM)	
* Equity of Shares and name of Shareholders	
Name of Directors and Secretary	
Annual Turnover (RM)	
Annual Profits of the Company (RM)	

<p>Status of the Company <i>(please state whether Bumiputra or Non-Bumiputra Status)</i></p> <p>Percentage hold by Bumiputra and Non-Bumiputra</p>	
<p>Past Experiences of the Company in similar field to this Quotation <i>(please insert as appendix if the space is not sufficient)</i></p>	
<p>Name and experiences of relevant personnel of the contractor attending to the production of the Annual Report. <i>(please insert as appendix if the space is not sufficient)</i></p>	