



شركة كواس براكس سنديرين برحد
BERAKAS POWER COMPANY SDN BHD
Providing Power and Expertise to Serve You

Bid number: B-115376-Q26-01

Bid

for

**Engineering Design and Structural Strengthening
of Existing Reinforced Concrete Floor Slab for
Additional 66kV GIS Equipment at BPC Facilities**

Note:

This document is to be kept confidential. No party may share this document with any other party, except with the prior written consent of BPC.

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SECTION 1: Instruction to Bidders

1. Bid Scope

- 1.1. The Berakas Power Company ('BPC') invites sealed bids from Bidders to provide **"Engineering Design and Structural Strengthening of Existing Reinforced Concrete Floor Slab for Additional 66 kV GIS Equipment at BPC Facilities"**.
- 1.2. The Bid Documents are as stated below and must be read in conjunction with any addenda issued in accordance with **Clauses 2 and 3 of this Instruction to Bidders**. The Bidder's Bid Submission shall be in accordance with these Bid Documents
 - SECTION 1 Instruction to Bidders
 - SECTION 2 Form of Bid
 - SECTION 3 Bill of Quantities
 - SECTION 4 Contract Terms and Conditions
 - SECTION 4a Contractor Responsibilities for HSE Compliance
- 1.3. Bidders must examine carefully the contents of the Bid Documents. Failure to comply with the bid submission requirements will be at the Bidder's own risk. If any pages or content are missing, duplicated, or unclear, the Bidder must inform BPC promptly to arrange for amendment/correction.
- 1.4. The Bid Documents may not contain all information Bidders require; however, to the best of BPC's knowledge, the information provided is complete and accurate. Bidders are responsible for conducting their own inquiries and seeking clarification as needed, in accordance with **Clause 3 of this Instruction to Bidders**. BPC shall not be liable for any incomplete or inaccurate information in this Instruction to Bidders.
- 1.5. Bids will be considered only if submitted in accordance with the instructions provided herein and in the prescribed form(s) outlined in this Instruction to Bidders.

2. Bid Submission Deadline

- 2.1. The Bid Submission Deadline is **before 12.00 hours (Brunei Time) on Thursday, 29 October 2026**. The Bidder is solely responsible for ensuring that the full Bid Submissions is received by BPC prior to the Bid Submission Deadline.
- 2.2. BPC may, at its discretion, extend the Bid Submission Deadline by issuing an addendum in accordance with **Clause 3** of this Instruction to Bidder, in which case all rights and obligations of BPC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3. Amendment of Bid Documents Prior to Submission

At any time prior to the Bid Submission Deadline, BPC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Documents by issuing an addendum to Bidders. Any addendum thus issued shall be part of the Bid Documents pursuant to **Clause 1 of this Instruction to Bidders**, and shall be communicated in writing by email to all bidders. Bidders shall acknowledge receipt.

4. Request for Clarification or Extension

- 4.1. Requests for clarifications, or extension to bid submission deadline, must be submitted in writing to the following designated representative **no later than five (5) working days** prior to the Bid Submission Deadline. BPC will not respond to any requests received less than five (5) working days before the Bid Submission Deadline.

Md. Asyraaf Foo, Engineering & Projects Department
E-mail: **asyraaf.foo@bpc-brunei.com**

- 4.2. If a Bidder contact any person within BPC regarding the Bid, other than the designated representative, BPC reserves the right, at its sole discretion, to disregard the Bidder's submission.

4.3. Response to clarifications will be emailed to all bidders who must acknowledge receipt.

5. Deviations

If the Bidder intends to propose a deviation or alternative proposal, it must be submitted as an official letter titled “**Alternative Proposal or Deviations**”. The letter should detail the proposed deviations with specific references to relevant items in the Bid Document.

6. Bid Submission

6.1. Bidders shall not modify the wording or form of the Bid Documents issued by BPC. Any request to alter the wording or form must be submitted to BPC as a request for clarification.

6.2. The Bid Submission must include the following, fully completed, signed and stamped where required. Bidders are required to **fill in all blanks in the Bid Document** and submit it as their official Bid Submission. Submission must comprise of:

- a. Section 2: Form of Bid (*with bidder company stamp on every page*);
- b. Section 3: Bill of Quantities (*with bidder company stamp on every page*);
- c. Proposed Scope of Works, including but not limited to the following:
 - i. Proposal including method statement, details of how the Work are to be planned and executed.
 - ii. Proposed schedule (starting from Contractual Date, milestones, Completion Time, etc).
- d. Company profile including proposed project organisation chart showing number of direct employees.
- e. Proof of track records for undertaking similar works including good understanding of codes and design requirements for structural strengthening works and general civil and structural works (values of more than \$30,000) from 2016 to 2026 stating project title, clients' name, workscope, contract value, project status and information on Extension of Time/Completion on Schedule/Delays.
- f. Proposed project specific manpower organisation chart and manpower deployment chart showing all key personnel involved and local content for this scope, provide CVs of all key personnel (i.e. Project Manager, BAPEQS-registered Design Structural Engineer, Site Supervisor). Personnel must have at least 10 years' experience in such works.
 - i. Project Manager must be a direct employee and shall have demonstrated experience of scheduling, coordinate and manage works in a Brownfield Area where Plant is in operation.
 - ii. Site Supervisor must be a direct employee and shall have demonstrated experience of site supervision works, coordination with Client and understanding of safety and security in a Brownfield Area where Plant is in operation.
 - iii. Design Engineer must be a direct employee and shall have demonstrated experience in carrying out design calculations and approved design works.
- g. CV of SHENA registered WSHC personnel with minimum 5 years' safety works experience or written confirmation of access to such third-party support;
- h. If relevant, Bidder's declaration of scope proposed to be subcontracted, including details of the proposed subcontractor(s) and description of scope to be undertaken by the subcontractors, ie company profile, expertise and experience, reference list of similar work scope undertaken, etc;
- i. Certificate of business registration and particulars of directors, owners and shareholders;
- j. Copy of registration with the Ministry of Development (MOD) and the Authority of Building Control and Construction Industry (ABCI);
- k. Official letter from Bank issued in 2026 stating name and designation of all authorised bank signatories for the company and copies of their latest ICs or passport;
- l. Copy of latest 'Form of Annual Return of a Company having Share Capital';
- m. Company HSE Policy and Guidelines;
- n. Duly completed BPC HSE questionnaire (downloadable from <https://www.bpc-brunei.com/wp-content/uploads/2026/04/BPC-HSE-Questionnaire-Rev-3.xlsx>);
- o. Any other documents required by BPC.

6.3. Submission by email

- Bidders must submit all documents listed in Clause 6.2 via email to quotations@bpc-brunei.com, ensuring they are received by BPC before the Bid Submission Deadline.
- BPC's email server accepts a maximum of 18MB per email including attachments.
- The email subject should contain only the bid number. If submitting in multiple parts, indicate this in the email subject (e.g., Part 1 of 5).
- For commercial submissions (**Sections 2 and 3a, and alternative proposals**), include "**Commercial**" in the email subject.
- Do not cc your submission to any other BPC email.
- Submissions as downloadable links, compressed files, zip files or password-protected files will not be accepted and will be deemed non-compliant.

7. Rejection of Bid Submission

BPC reserves the sole right to reject any bid submission that:

- is received after the Bid Submission Deadline;
- is incomplete, including failure to submit all **items listed in Clause 6.2**, or leaving out any required sections unfilled;
- contains unauthorised alteration to the Bid Document;
- is not the BPC issued Bid Document; or
- fails to comply with any instructions outlined in the Bid Document.

8. Bid Validity

- 8.1. Bids shall remain valid for **three (3) months** from the Bid Submission Deadline.
- 8.2. BPC may request Bidders to extend the validity period for a specified duration.
- 8.3. Bidders who agree to the extension request will not be permitted or required to modify their Bid.

9. Cost of Bidding

Bidders shall bear all costs related to the preparation, submission and clarification of their bid (including travel expenses, etc). BPC will not be responsible or liable for any such costs under any circumstances.

10. Bid Currency

Bidders shall quote prices in the currency specified in the **Form of Bid and Bill of Quantities/Scope of Supply/Scope of Services**. Bidders are advised that the Terms & Conditions do not provide for currency fluctuations. All risks associated with costs incurred in foreign currency shall be borne by the Bidder.

11. Language

All bids, supporting technical data, documentation and correspondence submitted by Bidders shall be written in English.

12. Withdrawal of Bid

No submitted bids may be withdrawn after the Bid Submission Deadline. Any withdrawal thereafter will result in the Bidder being suspended from participating in future bids.

13. Acceptance or Non-Acceptance of Bid

- 13.1. BPC is under no obligation to accept the lowest bid, any other bid, or to provide reasons for non-acceptance of a bid.
- 13.2. BPC reserves the right to accept portions of a bid at its sole discretion, with the Bid Amount adjusted accordingly to the accepted portions.
- 13.3. The issuance of a Letter of Award by BPC accepting a bid, or part of a bid, creates a binding agreement obliging the Bidder to provide the specified scope. The Scope of Supply/Bill of Quantities/Scope of Services and the completed specification (if applicable) form part of the bid acceptance Terms & Conditions.

- 13.4. Any attempt to offer a bribe or inducement to influence the bid award will result in the immediate rejection of the Bidder.

14. Subcontracting

Only workscope considered as minor works can be subcontracted i.e. drafting works, SHENA registered WSHC personnel, transportation logistics, testing services. If the Bidder plans to subcontract out any part of this Bid scope, the Bidder must declare and submit this as part of its Bid Submission, stating the scope proposed to be subcontracted and the name of the proposed subcontractor as part of its Bid Submission.

15. Site Visit

There is no site visit or briefing arranged. Bidders may submit request for site visit as part of their bid preparation.

16. Conflict of Interest

- 16.1. All bidders are required to identify any conflicts or potential conflicts of interest.
- 16.2. If the Bidder has a personal or professional connection with BPC or has undertaken work for companies or any organization which may present a conflict of interest, non-disclosure of such association may result in the disqualification of the Bidder. An example is past or current working relationship, affiliation or association with any other bidders or potential bidders.
- 16.3. In the event of any such conflict or potential conflict BPC shall, at its absolute discretion, decide on the appropriate course of action and the decision of BPC will be final and binding in this regard.
- 16.4. To this end all Bidders must complete and sign the Conflict of Interest Declaration included in the Form of Bid

17. Confidentiality

- 17.1. Bidders shall not disclose any part of this Bid Document (any information, data, specifications, plans, drawings, instructions or other material or document, etc) to any other party (e.g. agent, sub-contractor, etc) except with the prior written consent of BPC. All information shall be treated by the Bidder on a strictly confidential basis. The Bidder may make such disclosure directly to relevant persons solely for the purpose of preparing its bid, provided that the Bidder shall prior to making such disclosure:
- a. promptly notify BPC of the identity of such relevant persons;
 - b. procure and ensure that such persons shall observe the provisions of this **Clause 14**; and
 - c. if deemed necessary by BPC (in its sole discretion) procure and ensure the persons shall provide to the Client an undertaking in similar terms of this **Clause 14** in respect of such information.
- 17.2. BPC reserves the right to require an unsuccessful Bidder to return or destroy any specifications, plans, drawings, instructions or such other material or document as may be issued by BPC, and such unsuccessful Bidder should do so immediately.
- 17.3. Should any Bidder be found to have released any information on the Bid Document or on this Bid in any form, to any other third party without prior written consent from BPC, the Bid Submission from such Bidder shall be rejected and the Bidder shall be suspended from participating in future bids.

18. Disclaimer

BPC shall not be held responsible for any loss, injury or damages suffered by the Bidder or their employees or agents in preparing the Bid or for any action whatsoever taken by a third party for any costs, loss, injury or damages suffered as a direct result of, or consequential to, the preparation of the Bid.