



EPR (KUCHING) SDN. BHD. (341862-V)

ENGINEERING, PROCUREMENT & RESOURCES

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ISO9001:2015 (ACSM 0474)
ISO14001:2015 (2019-81099)
ISO 45001:2018 (2019-81100)

Our Ref.: EPR/ENV/LOA/108_RECODA/2019/601

Date : 14th June 2019

UNIMAS HOLDINGS SDN BHD

Level 6, UNIMAS City Campus,
Lot 77, Section 22,
Kuching Town Land District (KTLD)
93150 Kuching, Sarawak.

Attn.: General Manager, UNIMAS Holdings Sdn Bhd

Dear Sir,

ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY FOR PACKAGE 2: ROAD INFRASTRUCTURE PROJECTS IN LONG LAMA/LONG BEDIAN/LONG KEVOK RE: LETTER OF APPOINTMENT

Reference is made to the above subject.

The management of EPR (Kuching) Sdn. Bhd., (hereinafter referred to as EPR) is please to appoint consultant specialist team from UNIMAS through UNIMAS Holdings Sdn Bhd, (hereinafter referred to as UHSB) to participate as team members for the Environmental Impact Assessment (EIA) Study for the above Project and the study components as follows:

- (1) Biological Component
- (2) Human Environment

This appointment is subjected to the Terms & Conditions as follows:

TERMS AND CONDITIONS OF APPOINTMENT:

1. TEAM MEMBERS

TABLE 1: STUDY TEAM MEMBERS

| A BIOLOGICAL COMPONENT (ECOLOGICAL STUDY) | | | |
|--|----------------------------|-----------------------------------|--------------------------------|
| | AREA OF STUDY | NAME | NREB REGISTRATION NO |
| 1 | Terrestrial Flora | Professor Dr. Gabriel Tonga Noweg | NREB/1/00406 (Exp: 30/6/19) |
| 2 | Terrestrial Fauna | Professor Dr Andrew Alek | NREB/1/286 (Exp: 25/8/19) |
| 3 | Aquatic Fauna | Dr. Jongkar Grinang | NREB/1/00717 (Exp: 26/9/19) |
| 4 | 2 Assistant Sub-Consultant | | |

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TABLE 1: STUDY TEAM MEMBERS (Cont.)

| B | HUMAN ENVIRONMENT (SOCIO-ECONOMIC STUDY) | | |
|----------|---|--------------------|--|
| 1 | Human Geography | Dr. Haslina Hashim | |
| 2 | Statistician | Dr. Goy Siew Ching | |

All team members mentioned in the table above must at the time of study and submission of the report to Natural Resources and Environment Board of Sarawak (NREB) are properly registered as environmental consultants with NREB. Accordingly, UHSB must ensure that all consultants' registration with NREB are valid and active.

2. DURATION AND STUDY SCHEDULE

The duration for the study including the submission of final report is seven (7) weeks. The final reports shall be assessed and compiled by EPR for final submission to the client and NREB on the 12th Week.

The total duration for the study by UHSB team shall be thus be seven (7) weeks only from the commencement date. This contract however shall cover a period of six (6) months as two (2) months after the submission of the Final Report to NREB by EPR, all study team members may be required to provide further consultation, meeting or presentation of their component report during and after evaluation by NREB.

The Consultants are required to adhere to the following attached Study Schedule below (refer to **Table 2**) as the overall duration for this study as required by the Client is twelve (12) weeks up to submission of final EIA report to NREB.

3. COMMENCEMENT OF WORK

The study shall commence 24th June 2019 and the final date of submission of component reports shall be on 02nd August 2019. However, the contract between both parties will include the subsequent eight (8) weeks after the submission of Final Report by EPR to NREB as there may be consultation, meeting and presentation any time as and when requested by the Client or NREB and the consultants may be part of these consultation, meeting or presentations.

Based on the **Scope of Work** under **Section 5**, priority for the final component report submission to EPR shall be given to the EIA Study No. 2 and No. 4 respectively. The final date of submission of components report to EPR shall be on 19th July 2019.

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TABLE 2: The Study Schedule is as follows:

| | ACTIVITIES | WEEKS | | | | | | | | | | | | | | | | | | | |
|-----------|--|-------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| I | Biological Component (Ecological Study) | | | | | | | | | | | | | | | | | | | | |
| a) | <i>Desktop study and Data Collection</i> | █ | █ | | | | | | | | | | | | | | | | | | |
| b) | <i>Field Study</i> | | | █ | █ | | | | | | | | | | | | | | | | |
| c) | <i>Data Analysis & Report Preparation</i> | | | | █ | █ | █ | | | | | | | | | | | | | | |
| d) | <i>Submission of Final Report</i> | | | | | | | █ | | | | | | | | | | | | | |
| e) | <i>EPR to check & compile Report for Submission to client and NREB</i> | | | | | | | | █ | █ | █ | █ | █ | | | | | | | | |
| f) | <i>Consultation, Meeting & Presentation as required by Client and NREB</i> | | | | | | | | | | | | | | █ | █ | █ | █ | █ | █ | █ |
| II | HUMAN ENVIRONMENT (SOCIO-ECONOMIC STUDY) | | | | | | | | | | | | | | | | | | | | |
| a) | <i>Desktop study and Data Collection</i> | █ | █ | | | | | | | | | | | | | | | | | | |
| b) | <i>Field Study</i> | | | █ | █ | | | | | | | | | | | | | | | | |
| c) | <i>Data Analysis & Report Preparation</i> | | | | █ | █ | █ | | | | | | | | | | | | | | |
| d) | <i>Submission of Final Report</i> | | | | | | | █ | | | | | | | | | | | | | |
| e) | <i>EPR to check & compile Report for Submission to client and NREB</i> | | | | | | | | █ | █ | █ | █ | █ | | | | | | | | |
| f) | <i>Consultation, Meeting & Presentation as required by Client and NREB</i> | | | | | | | | | | | | | | █ | █ | █ | █ | █ | █ | █ |

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4. CONSULTATION, MEETING AND PRESENTATIONS

EPR (Kuching) Sdn. Bhd. shall inform the Consultants of any meeting in writing either through fax or email in the event that it is requested by the client or NREB and the Consultants are or maybe required to be present at these meetings.

5. SCOPE OF WORK

The EIA Report under the above mention projects (Package 2) will cover the following:

1. Environmental Impact Assessment (EIA) for Proposed Improvement and Construction of Roads within Long Lama and Long Bedian Area, Miri Division.
2. Environmental Impact Assessment (EIA) for Proposed Improvement of Internal Roads and Drainages of Long Bedian, Miri Division.
3. Environmental Impact Assessment (EIA) for Proposed Improvement of Existing Road from Long Lama to Longan Sibong, Miri Division.
4. Environmental Impact Assessment (EIA) for Proposed Construction of New Single Lane Bridge Crossing Sungai Layun at Long Kevok, Miri Division.

The Scope of Work shall be undertaken in four (4) separate reports conforming to the four (4) EIA Reports listed above and shall cover all the Terms of Reference (TOR) as approved by NREB and the proposed scope of Work proposed by UHSDB consultant team (Please refer to Scope of Work as Proposed by the UHSB's Consultant Team Members in **Annex I**).

6. AREA UNDER STUDY

The map showing the area under study is attached herewith as **Annex II**.

7. DUTIES

All consultant team members are expected to perform their duties in the preparation of these reports proactively and adhered to the datelines given. All members must ensure timely progress and completion of report with quality that meets the approval of the NREB.

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Except with the prior written approval of EPR, the team members shall not assign or transfer the benefits or obligations of this Agreement or any part thereof nor engage any other company or independent consultant to perform any part of the Study.

The Consultant shall carry out the Services with due diligence and efficiency and in conformity, with standard administrative and financial practices.

The Consultant shall take out and maintain at its own expense adequate insurance against loss of damage to equipment purchased (in whole or in part) for the purposes of this project.

EPR shall not be responsible in respect of any loss of life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel or sub-contractors and specialists associated with the Consultant for the purpose of the Project nor for such members of the family of any such person.

UNIMAS Holding shall indemnify EPR against any claim for damage to life and property that may arise during the performance of the study and report and shall take out the necessary insurance cover in this connection at the consultant's own expense.

The Consultant shall undertake full responsibility in respect of life, health, accident and travel of its employees, personnel of sub-contractors or specialists associated with the Consultant for the purpose of carrying out the Study, for the dependants of any such persons as may travel to or from Malaysia and shall take out at the Consultant's own expense all such life, health, accident and travel insurance in respect of such persons (including their dependants) as may be necessary and desirable.

The Consultant shall immediately notify EPR (Kuching) Sdn. Bhd. in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant which makes it impossible for the Consultant to carry out its obligations thereunder.

8. CONFIDENTIALITY AND NON-DISCLOSURE

The confidentiality of relations and dealings between the EPR and its clients is paramount in maintaining the Company's reputation. All consultant members must take every precaution to protect the confidentiality of information and transactions pertaining to the business of the EPR both during the period of this study and after the conclusion and submission of this study.

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During the course of this study the consultant team and the study team members may obtain, or have access to confidential information concerning the Client or the State of Sarawak. Under no circumstances are the consultants and the study team members are to use any of this information or to make use of this information except for the purposes directly related to this EIA Study as provided within the terms of your delegated authority. Disclosure of any confidential information shall be deemed to be a serious offence leading to legal action.

Except with the prior written consent of EPR the Consultant and/or Personnel shall not at any time communicate to any person or body or entity any confidential information disclosed to the Consultant and/or the Personnel for the purpose of the Project or discovered by the Consultant and/or the Personnel in the course of the Study nor shall the Consultant and/or the Personnel make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the Study nor shall the Consultant and/or the Personnel make or cause to be published any material whatsoever relating to the Study. This clause shall survive the expiration or termination of this Agreement.

The Consultant shall comply with relevant policies, procedures and regulations of the Consultant at all times in the execution of its duties.

All reports and relevant data such as maps, diagrams, plans, drawings, statistics and supporting records or materials compiled or prepared in the course of the Project ("Reports and Records") including drafts shall be confidential and shall be absolute property of EPR (Kuching) Sdn. Bhd. The Consultant shall deliver all the Reports and Records to EPR (Kuching) Sdn. Bhd. upon completion of this Project including any information stored in any computer, word processor computer or diskette or other device (whether electronic or otherwise). The Consultant may retain a copy of such data for its own record but shall not use the same for purposes unrelated to this Project without the prior written approval of EPR (Kuching) Sdn. Bhd. EPR (Kuching) Sdn. Bhd. shall be entitled to make use of all Reports and Records for other projects without any charge or payments.

Copyright in the Reports and Records including drafts shall vest in EPR (Kuching) Sdn. Bhd.

9. CONFLICT OF INTEREST

During the duration of this study consultant team and members are not to engage in any business either directly or indirectly that competes or conflicts with the EPR's or its Client's interest. If so then EPR reserves the right to reconsider this appointment and terminate the services herein of any members in the consulting team.

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10. TERMINATION

EPR reserves the right to terminate this appointment and contract in the event that any of the terms and conditions are not met with by giving a one (1) month notice to the party.

It is the responsibility of the Consultant to notify EPR in writing (at any point of time during this assignment or study) of any findings that may affect the study or or deem detrimental to the environment and to the Proposed Project as a whole.

If you agree with the arrangement and condition of appointment, please kindly sign the enclosed duplicate of this letter and return it to us to indicate your acceptance of this appointment. We look forward to receiving your positive response soon and working together with you for the success of this important project.

This letter has been made duplicate. To accept our offer of employment under the terms and conditions stated above, kindly sign and return the duplicate of this letter, otherwise this offer is null and void.

11. REMUNERATIONS/FEES

11.1 REMUNERATIONS

For the involvement in the in projects as part of study team member, our firm will be offering the followings based on scope of work:

| <u>Biological Components</u> | <u>Professional Fee</u> |
|-------------------------------------|--------------------------------|
| Professional Fee | = RM45,000.00 |
| Contribution fee to UNIMAS HOLDING | = RM5,400.00 |
| 6% SST | = RM2,700.00 |
| Total | = RM53,100.00 |

| <u>Human Environment</u> | <u>Professional Fee</u> |
|------------------------------------|--------------------------------|
| Professional Fee | = RM20,000.00 |
| Contribution fee to UNIMAS HOLDING | = RM2,400.00 |
| 6% SST | = RM1,200.00 |
| Total | = RM23,600.00 |

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Any other expenses related to the project such as travelling to site for data collection, printing of reports, and attendance of meetings with the client will be extra. These will be charged based on the following:

- Meeting – Cost of petrol by mileage (from UNIMAS to meeting venue) and per diem
- Data collection – Cost of travelling by flight (from Kuching to Miri)
- Data collection – Cost of transportation by land transport (from Miri to Project site)
- Data collection – Cost per diem, lodging allowances and food allowances

11.2 TERMS OF PAYMENT

The terms of payment as below:

| Descriptions | Percentage |
|--|-------------------------------|
| Upon mobilisation of study team to Project site | 25% of total professional fee |
| Upon submission of final report to EPR | 25% of total professional fee |
| Upon acceptance/approval of the EIA Report by NREB Sarawak | 50% of total professional fee |
| Total | 100% |

Yours faithfully,
EPR (KUCHING) SDN BHD

Marina Bujang
Managing Director

A C C E P T A N C E

I, (NRIC No:.....) duly authorised to represent UNIMAS Holding Sdn. Bhd. have read and fully understand the content of this Appointment Letter and do hereby agree to accept the above appointments and the Terms and Conditions state in the letter.

Signature :..... Date:.....

Name:

Stamp: