



CHEMSAIN KONSULTANT SDN BHD (130904-U)

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Our ref: CK/EV103-792/0572/20

Date: 1 October 2020

General Manager

UNIMAS Holdings Sdn Bhd

Level 6, UNIMAS City Campus, Lot 77

Section 22, KTLD, Jalan Tun Ahmad Zaidi Aduce

93150 Kuching, Sarawak

Attn: Mr. Andrew Alek Tuen

Dear Sir,

Project: Environmental and Social Impact Assessment (ESIA) Study for The Proposed Baleh – Mapai 500 kV Transmission Line Project

Subject: Appointment for Terrestrial Fauna and Avifauna Components

With reference to the above subject matter, we, **Chemsain Konsultant Sdn Bhd (CKSB)** would like to officially appoint **your goodself** (“Consultant”) to participate in the above study.

The terms of reference, scope of study and other details of the study is attached in the Terms of Reference document attached herewith.

If the terms and conditions are acceptable to you, please sign and return the acceptance copy of the letter attached.

Should you require any further information, feel free to contact us. Thank you.

Yours faithfully,
for **Chemsain Konsultant Sdn Bhd**


Ir. Brian Chong
Sr. Director

Enc. – Terms of Reference

BC\TSM X:\Project\Env-03\Eia-03\EV792 - SEB Baleh-Mapai 500kv TL\Sub-Con\Scope of Work and Appointment\ESIA Baleh Mapai TL - L P Associates.docx)



To:

CHEMSAIN KONSULTANT SDN BHD
172, Rock Road
93200 Kuching, Sarawak

Attn: Mr. Brian Chong

**Project: Environmental and Social Impact Assessment (ESIA) Study for The Proposed
Baleh – Mapai 500 kV Transmission Line Project**

Subject: Acceptance of Appointment

I, the undersigned hereby acknowledged my acceptance of this appointment for **Terrestrial
Fauna and Avifauna Assessment** (CKSB Letter Ref. CK/EV103-792/0572/20 dated 1 October
2020) with the terms and conditions as set forth above.

Authorised Signature: _____

Name: _____

Designation: _____

Co. Stamp

Date:

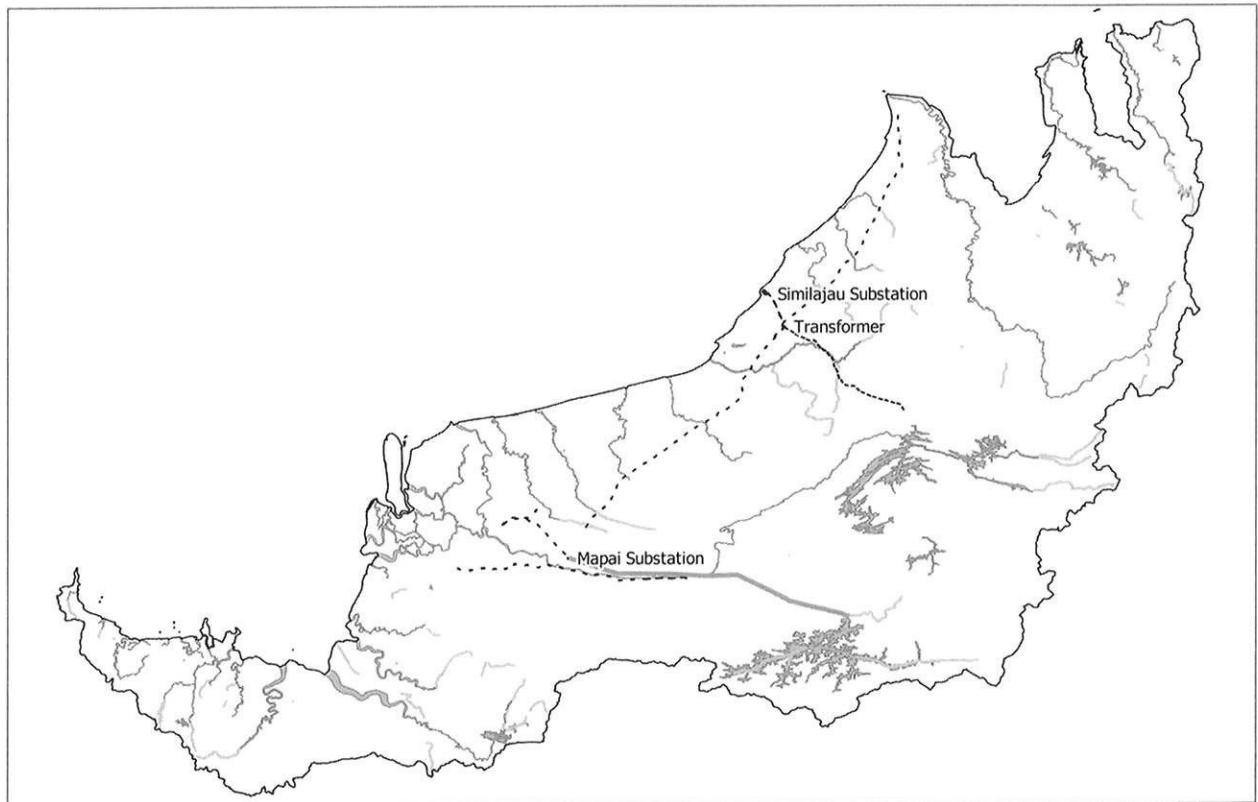
Project: CK/EV103-792/20

TERMS of REFERENCE

Input from Traffic Specialist for the Environmental and Social Impact Assessment (ESIA) Study for The Proposed Baleh – Mapai 500 kV Transmission Line Project

Chemsain Konsultant Sdn Bhd has been appointed to conduct the above ESIA for SEB.

The scope of services concerns Work Package 7 (BLP7) of the 12 packages into which the Baleh Hydropower Project is divided. Assessments, impacts and management recommendations of this ESIA will thus be limited to **BLP7, i.e. the 500 kW Baleh-Mapai Transmission Line.**

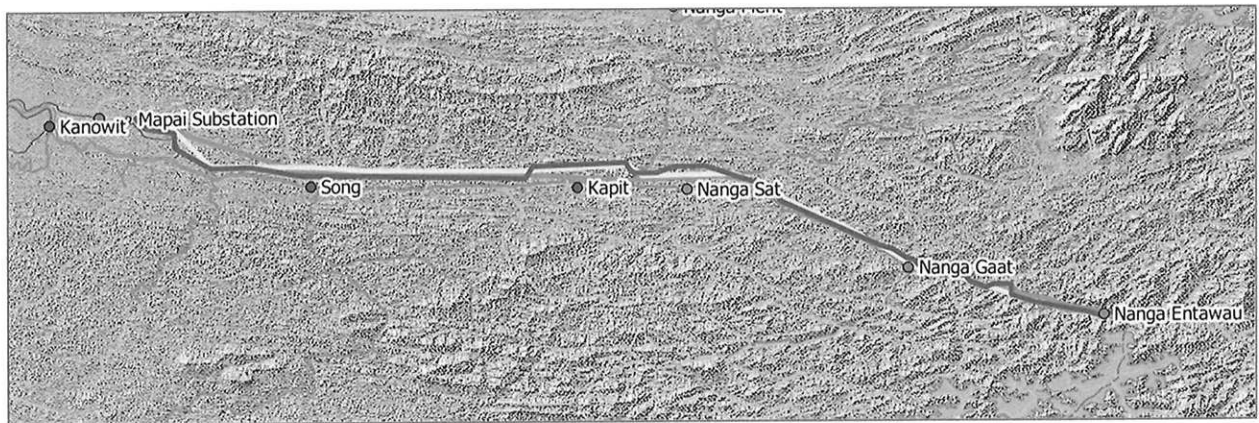


As part of the overall Baleh Hydropower Project, the scope of work for BLP7: 500kV Baleh – Mapai Transmission Line Project (TLP) package is as follows:

- a. Securing the right of ways and the State authority approval for the acquisition of 50m easement.

- b. Engineering Survey to establish the line route (including subdivision survey).
- c. Construction of 177km, 2 x Quad conductor Drake 500kV Transmission Line from Mapai 500kV Substation to Baleh 500kV Substation.

Three options of line routes were considered by SEB which are displayed in the figure below. Option 2 (yellow) is the preferred option. The proposed line route is approximately 177km with 22 major angle towers traversing mostly hilly to mountainous terrains with 4 river crossings.



A. SCOPE OF WORK

i. Existing Environment

The Consultant shall support Chemsain's team in:

- Describing the existing biological (**terrestrial fauna and avifauna**) environment and define the baseline conditions within and surrounding the proposed project development as below;
 - » Physical distribution - relative abundance and distribution, within the area that could be affected by the proposed transmission line, of those species of amphibians, reptiles, birds and mammals considered to have high recreational, commercial, scientific, or aesthetic value
 - » Habitats, species and importance
 - » Identification of their status:
 - i. IUCN status
 - ii. National red-list category,
 - iii. Rare or endangered species at or near the project site
 - iv. Endemic
 - v. Migratory
- Highlight and describe any locations for nesting, spawning, nursing, breeding, staging, migration, migratory routes, food attraction, etc.
- Highlight the importance of wildlife to the local communities

ii. Impact Assessment

Assessing the impact of the transmission line project:

- Assessment of potential impact of transmission line on terrestrial fauna and avifauna
- Assessment of potential bird collisions with power lines
- Possible benefits of electricity transmission overhead lines for birds
- To address impacts associated with activities during operation phase, i.e maintenance of the transmission line.
- Residual impact (if any) – to describe clearly potential, realistic residual impacts after mitigation measures are implemented.

iii. Mitigating Measures and Recommendations

- Based on the issues addressed in impact assessment, to outline specific mitigating measures for each impact identified during construction or operation stages or both.
- Where possible, identify potential opportunities for positive developments as a result of the project, e.g. change of land use, new employment opportunities.

iv. Monitoring Program

- To develop **Conservation Management Plan and Biodiversity Management Plan** to be incorporated into the ESIA report.

v. Write-Up

The written report will have a properly referenced flowing narrative and points may be illustrated with figures, diagrams, graphs and charts. This information will prove essential for monitoring and evaluation purposes and the independent review.

vi. Field Work

It will be expected, the consultant will perform necessary field visits but not necessary to conduct systematic, statistical field surveys for neither flora nor fauna unless particular issues show up during literature studies or social surveys as disturbance during construction will only be temporary and localised at work sites

vii. Work Meetings / Presentation

CKSB shall inform the Consultant and the Consultant is expected to be present at relevant selected meetings/presentation as required.

viii. Report Submission Deadline

Consultant is required to submit the following reports to CKSB latest by:

- Draft Final Report – 8th January, 2021
- Final Report – 12th February, 2021

B. FEES

We are pleased to offer a lump sum fee of **RM 18,000.00 (Ringgit Malaysia: Eighteen Thousand Only)** for professional fees (including field work and presentation meetings) and expenses.

Note:

The following costs shall be borne by CKSB.

- *6% Government Service Tax for professional fees.*
- *Printing and Binding of Final Reports.*
- *Consultant is required to submit all original copy of receipts or bills of expenses incurred to CKSB for project claim purpose.*

C. TERMS OF PAYMENT

CKSB shall make payment to the Consultant based on back-to-back basis with payment received from our client pursuant to the terms of payment as stated below:

- 10% upon appointment
- 20% upon completion of fieldwork
- 20% upon submission of Draft ESIA Report to Client
- 40% upon submission of Final ESIA Report to NREB
- 10% upon approval of Final Report by NREB

D. OTHER MATTERS

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

Except with the prior written approval of CKSB, the Consultant 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 administrative and financial practices.

Except with the prior written consent of CKSB, 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 Study 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 CKSB 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 Study ("Reports and Records") including drafts shall be confidential and shall be absolute property of CKSB. The Consultant shall deliver all the Reports and Records to CKSB upon completion of this Agreement 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 Agreement without the prior written approval of CKSB. CKSB 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 CKSB.

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

The CKSB undertakes no responsibility in respect of any 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 Study nor for such members of the family of any such person.

The Consultant shall indemnify CKSB against any claim for damage to life and property that may arise during the performance of the Study and shall take out the necessary insurance cover in this connection at the Consultant's own expense.

The Consultant shall undertake 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 upon request by CKSB produce to CKSB for inspection the insurance policies referred to this Clause.

Notwithstanding any provision in this Agreement, CKSB may terminate this Agreement at any time by giving two (2) weeks' notice and without assigning any reason and shall pay such charges due to the Consultant up to the date of termination.

The Consultant shall immediately notify CKSB 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.

E. PERSON-IN-CHARGE

The personnel from CKSB in charge of this study is Tan Shwu Mei/Elvinson Rosedy. They can be contacted at 019-8882736 / 014-585 9747.