

Kapar Energy Ventures Sdn. Bhd.
Stesen Janaelektrik Sultan Salahuddin Abdul Aziz
Beg Berkunci 220, 42200, Kapar, Selangor Darul Ehsan.
Telefon: +603-3000 9903
Faks: +603-3000 9911

Kepada :	Dari :	Eksekutif Vendor
No Faks :	Tarikh :	24/08/2026
No Telefon :	Jumlah Muka Surat :	7

**TAJUK TENDER / SEBUTHARGA : MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1
MONTH AUGUST 2026**

Dengan hormatnya dimaklumkan bahawa pihak syarikat tuan/puan dijemput untuk menyertai sebutharga seperti di atas, sekiranya syarat syarikat tuan memenuhi keperluan serta syarat-syarat kami.

Butir-butir sebutharga adalah seperti berikut:

Nombor RFQ : 19743
Tarikh Lawatan Tapak : @ & di lobi /
SJSSAA, Kapar.

Tarikh Tutup Tender : 01/09/2026 @ 12.00 PM

Harga dokumen : RM 100.00

Dokumen tender boleh dibeli melalui KEV website <https://kaparenergy.com.my/e-tender/>. Borang yang telah diisi dengan lengkap hendaklah dimasukkan ke dalam sampul surat yang ditanda di sebelah kiri bahagian atas dengan butir-butir nombor tender, tajuk tender serta tarikh tutup tender. Dokumen hendaklah dihantar kepada Peti Tender, Kapar Energy Ventures Sdn Bhd, SJ Sultan Salahuddin Abdul Aziz, Beg Berkunci 220, 42200, Kapar, Selangor Darul Ehsan. Kerjasama tuan/puan amat kami hargai. Terima Kasih.

**STESEN JANAELEKTRIK SULTAN SALAHUDDIN ABDUL AZIZ
KAPAR SELANGOR DARUL EHSAN**

**KAPAR ENERGY VENTURES SDN. BHD
(518564-T)**

BORANG KENYATAAN TENDER

NOMBOR RFQ : 19743

**MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH
AUGUST 2026**

TARIKH TUTUP : 01/09/2026 @ 12.00 PM

**LAWATAN TAPAK : @ _____ & di lobi /
SJSSAA, Kapar.**

TARAF PETENDER : KEMENTERIAN KEWANGAN / PKK / CIDB

**KOD BIDANG : KEMENTERIAN KEWANGAN (140201) ATAU
YANG BERKAITAN**

HARGA DOKUMEN : RM 100.00

**Dokumen tender boleh dibeli melalui KEV
website**

<https://kaparenergy.com.my/e-tender/>

Penting : Sila pastikan setiap muka surat di dalam borang tender ini mempunyai cop rasmi syarikat yang menender.

Kepada:
Peti Tender
Kapar Energy Ventures Sdn. Bhd.
Stesen Janaelektrik Sultan Salahuddin Abd Aziz
Beg Berkunci 220, 42200 Kapar, Selangor
Tel: 03-3000 9903 Faks: 03-3000 9911

BORANG SEBUTHARGA

Nombor RFQ : 19743		Tempoh sahlaku : 01/01/2027	Ditutup pada jam 12:00 petang 01/09/2026
Tajuk Tender	MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH AUGUST 2026		
Untuk maklumat lanjut sila hubungi : CHE KHAIRUL		Sistem ID IMS_ENGR2	Bahagian IMXS

KETERANGAN PETENDER

Nama Syarikat			
Alamat Syarikat			
No Telefon (Off)		No faks	
No Telefon (HP)		Email	
No Pendaftaran GST			

NO.	NO KATALOG	KETERANGAN	KUANTITI	TEMPOH SERAHAN (MINGGU)	HARGA SEUNIT (RM)	JUMLAH HARGA (RM)
1	104150166	GF1 BRIDGE CONTROLLER MODULE ABB SP BRC 410	14 pc			

Cop Rasmi Syarikat

NO.	NO KATALOG	KETERANGAN	KUANTITI	TEMPOH SERAHAN (MINGGU)	HARGA SEUNIT (RM)	JUMLAH HARGA (RM)
		GF1-IMSM - ABB BRC410 SP+ CONTROLLER ITEM : ABB SP DCS BRIDGE CONTROLLER CARD BRAND : ABB PART NO : SPBRC410 FIRMWARE VERSION : M5 MAIN AREA : DCS CONTROL CABINET USAGE : GF1 PCU CABINET (EQUIPMENT ROOM) Additional Condition Of Tender 1. Equivalent offers are not accepted 2. Warranty Certificate for 2 years from ABB must be attached during material delivery or delivered material will be rejected. 3. Certificate of Origin 4. Item must in Original ABB's sealed and ESD SAFE packaging. 5. Strictly new				
2	201260022	GF2-CCI HP BYPASS HPU - LEVEL AND TEMPERATURE TRANSMITTER	4 Pcs			

Cop Rasmi Syarikat

NO.	NO KATALOG	KETERANGAN	KUANTITI	TEMPOH SERAHAN (MINGGU)	HARGA SEUNIT (RM)	JUMLAH HARGA (RM)
		ITEM : HPU LEVEL AND TEMPERATURE TRANSMITTER BRAND : BUHLER MODEL : NT M-K 10-AL/MS-M12/370-S LEVEL RANGE : 16 TO 320 mm = 4 TO 20 mA PIN 1-4 TEMP RANGE : -20 TO 120 ° C = 4 TO 20 mA PIN 1-2 SERIAL NO : 10016571410090279 USAGE : GF2 HP BYPASS HPU 1. Equivalent offer are not accepted 2. Letter of warranty of supplying original material from OEM must be attached in the tender document or tender will not be evaluated. 3. Material certification from OEM must be attached during material delivery or delivered material will be rejected. 4. Strictly new				
		Sila rujuk kepada skop kerja/lampiran yang disertakan. (Jika berkaitan)				
		JUMLAH BESAR (RM)				

DRAFT

Cop Rasmi Syarikat

Kepada:
Peti Tender
Kapar Energy Ventures Sdn. Bhd.
Stesen Janaelektrik Sultan Salahuddin Abd Aziz
Beg Berkunci 220, 42200 Kapar, Selangor
Tel: 03-3000 9903 Faks: 03-3000 9911

PERAKUAN SYARIKAT YANG MENENDER

TERMA DAN SYARAT **TERMS & CONDITIONS**

MAKLUMAT KERAHSIAAN/SULIT

Sebagai balasan bagi penerimaan dan pendedahan Maklumat Kerahsiaan/Sulit oleh KEV kepada Penjual dan / atau Pembekal, Penjual dan / atau Pembekal memberi akujanji kepada KEV bahawa Maklumat Kerahsiaan/Sulit akan diguna hanya bagi maksud untuk mencapai kejayaan menyiapkan Perkhidmatan dan / atau Penghantaran Barangan sahaja dan bukan untuk tujuan lain sekalipun dan khususnya, tanpa menjejaskan apa-apa peruntukan yang terdahulu:

- a) Penjual dan / atau Pembekal tidak dibenarkan membuat apa-apa penggunaan Maklumat Kerahsiaan / Sulit itu kecuali bagi maksud Perkhidmatan dan / atau Penghantaran Barangan ke KEV;
- b) Penjual dan / atau Pembekal tidak boleh menggunakan Maklumat Kerahsiaan / Sulit untuk manfaat diri mereka sendiri atau mana-mana pihak ketiga;
- c) Penjual dan / atau Pembekal tidak boleh menyalin dan / atau mengeluarkan semula Maklumat Kerahsiaan / Sulit sama ada melalui mesin atau menulis mana-mana bahagiannya kecuali sebagaimana yang munasabah dan perlu dalam menyiapkan Perkhidmatan dan / atau Penghantaran Barangan. Sebarang salinan semula atau pengurangan Maklumat Kerahsiaan / Suli thendaklah menjadi hakmilik mutlak dan eksklusif KEV;
- d) Penjual dan / atau Pembekal tidak boleh mendedahkan Maklumat Kerahsiaan / Sulit sama ada untuk pekerjaanya atau mana-mana pihak ketiga, kecuali berkeyakinan bahawa pekerjaanya atau penasihat profesional memerlukan Maklumat Kerahsiaan / Sulit tersebut untuk tujuan menjayakan Perkhidmatan dan / atau Penghantaran Barangan;
- e) Penjual dan / atau Pembekal hendaklah terpakai baginya memastikan langkah-langkah keselamatan dan tahap penjagaan yang maksima bagi memastikan Maklumat Kerahsiaan / Sulit yang diperolehi dari KEV telah diberi perlindungan yang mencukupi daripada pendedahan yang tidak dibenarkan, penyalinan atau penggunaan oleh mana-mana pihak yang tidak dibenarkan.

"Maklumat Kerahsiaan" ertinya mana-mana bahagian atau sepenuhnya maklumat rahsia yang tidak merupakan domain awam, berhubung dengan Perkhidmatan dan / atau Penghantaran Barangan, yang mana maklumat boleh dihantar secara lisan atau yang terkandung atau dinyatakan dalam bentuk elektronik atau dokumentari dan sama ada atau tidak dilabelkan sebagai "sulit".

Kesemua Maklumat Kerahsiaan / Sulit yang diperolehi adalah hakmilik mutlak KEV. Penjual dan / atau Pembekal tidak mempunyai apa-apa hak dalam apa jua bentuk kepada mana-mana Maklumat Kerahsiaan / Sulit yang diperolehi . Penjual dan / atau Pembekal mengakui dan bersetuju bahawa Maklumat Kerahsiaan / Sulit dan semua hak harta intelek yang terkandung di dalamnya (termasuk hak cipta, reka bentuk dan paten hak) adalah hak milik mutlak dan eksklusif KEV.

SECRET / CONFIDENTIAL INFORMATION

In consideration of the receipt and disclosure of all Secret/Confidential Information by KEV to the Vendor and/or Supplier, the Vendor and/or Supplier hereby undertakes to KEV that the Secret/Confidential Information will be used only for the purpose of achieving the successful completion of the Services and/or successful delivery of the Materials and for no other purposes whatsoever and in particular, but without prejudice to the generality of the foregoing:

- a) The Vendor and/or Supplier shall not make any use of the Secret/Confidential Information thereof except for the purpose of the Services and/or the delivery of the Materials to KEV;*
- b) The Vendor and/or Supplier shall not use the Secret/Confidential Information for the benefit of themselves or any third party;*
- c) The Vendor and/or Supplier shall not copy and/or reproduce the Secret/Confidential Information whether by machine or otherwise or reduce to writing any part thereof except as may be reasonably and practicably necessary in the course of the Services and/or delivery of the Materials in order to achieve its successful completion. Any copies, reproductions or reductions of the Secret/Confidential Information into writing shall be the property of KEV;*

d) The Vendor and/or Supplier shall not disclose the Secret/Confidential Information whether to its employees or to any third party, except in confidence to such employees or professional advisors who are in need to receive the same in the course of the Services and/or the delivery of the Materials;

e) The Vendor and/or Supplier shall apply thereto, no lesser security measures and degree of care than that applied to its own confidential or proprietary information and which the Vendor and/or Supplier warrant as providing adequate protection of such information from unauthorised disclosure, copying or use.

"Secret/Confidential Information" means any and all Secret/Confidential Information not in the public domain, in relation to the Services and/or delivery of the Materials, which information may be orally transmitted or contained or reflected in electronic or documentary form and whether or not labeled as "confidential".

All Secret/Confidential Information disclosed remains the property of KEV, and the Vendor and/or Supplier has no right of any kind to any Secret/Confidential Information disclosed. The Vendor and/or Supplier hereby acknowledges and agrees that the Secret/Confidential Information and all intellectual property rights in it (including copyright, design and patent rights) are and will remain KEV's exclusive property.

Kami, syarikat yang menender tender ini, dengan ini mengakui bahawa kami telah membaca, memeriksa dan mengkaji akan maksud serta isi kandung dokumen tender ini. Kami dengan ini mengisytiharkan bahawa kami memahami sepenuhnya akan maksud serta isi kandung dokumen tender ini dan berjanji untuk memenuhi serta mematuhi kehendak-kehendak spesifikasi tender ini. Kami seterusnya mengisytiharkan bahawa segala persoalan-persoalan yang telah kami kemukakan telah pun dijawab dengan memuaskan oleh KEV. Kami juga mengisytiharkan bahawa kami memahami kehendak serta keadaan tempat kerja dan telah mengambil pertimbangan secukupnya ke atas perkara-perkara ini di dalam tender kami. Kami mengaku bahawa segala keterangan yang diberikan dalam tender ini adalah benar. Kami dengan ini menawarkan tender bagi pembekalan barang/perkhidmatan yang tersebut diatas sebagaimana yang dikehendaki oleh tender ini. Sekiranya Pesanan Belian/Kontrak ditandatangani berikutan dengan tender ini maka dipersetujui bahawa Pesanan Belian/Kontrak berkenaan akan tertakluk kepada syarat-syarat yang dinyatakan oleh KEV di dalam dokumen tender ini.

PENTING :

KAPAR ENERGY VENTURES SDN BHD berhak menyetujui tender sama ada kesemuanya atau sebahagiannya. KAPAR ENERGY VENTURES SDN BHD tidak terikat menyetujui tender yang paling terendah atau mana-mana tender. Harga yang ditawarkan adalah bersih termasuk semua cukai dan duti (DDP INCOTERM), kos pengurusan, insuran dan pengangkutan ke tempat serahan: STOR UTAMA, KAPAR ENERGY VENTURES SDN BHD

Saya dengan ini mengaku bahawa segala keterangan yang dinyatakan ini adalah benar.

Nama Wakil Syarikat : _____
No. Kad Pengenalan : _____
Jawatan : _____
Tandatangan : _____
Tarikh : _____

Cop Rasmi Syarikat

Nota Penting : Pastikan borang yang dihantar mempunyai watermarks "Kapar Energy Ventures" sebagai bukti pembelian tender. Borang ini adalah dianggap tidak sah sekiranya mempunyai watermarks "Draft".

**KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER PLANT,
KAPAR, SELANGOR**

**TENDER NO:
RFQ 19743**

**TENDER TITLE:
MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE
FOR GF1 MONTH AUGUST 2026**

CLOSING DATE : 01 SEPTEMBER 2026 @12:00hrs

SITE VISIT DATE AND TIME : -

A. INTRODUCTION

Kapar Energy Ventures Sdn. Bhd. (KEVSB) is inviting tenderers to submit proposal **MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH AUGUST 2026 at KEVSB**. The details scope of the work is set forth in Section 1, Section 2, Section 3, Section 4 and Section 5. Tenderers are required to read thoroughly and understand the contents of this whole tender document. Tenders are invited from suitable Tenderers having the required expertise, skill, experience and good track records to carry out the works.

B. TENDER DOCUMENTS

Tenderers are issued with one (1) set of Tender documents consisting of the following documents:

- 1.0 INSTRUCTION TO TENDERERS
- 2.0 GENERAL CONDITIONS AND REQUIREMENTS OF CONTRACT
- 3.0 TENDER MANDATORY REQUIREMENTS

1.0 INSTRUCTION TO TENDERERS

1.1 INTRODUCTION AND PLANT INFORMATION

Kapar Energy Ventures Sdn. Bhd. (hereinafter referred to as “KEVSB”) is located at Jalan Tok Muda, Batu 12 Jalan Kapar, P.O Box 220, 42200 Kapar, Selangor Darul Ehsan, where the Power Plant is located.

Kapar Energy Ventures Sdn. Bhd. (KEVSB) is inviting Tenderers to submit proposal to MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH AUGUST 2026 at KEVSB.

1.2 INVITATION TO TENDER AND QUALIFICATION OF TENDERERS

Tenders are invited from suitable Tenderers having the required expertise, skill, experience and good track records to supply the material and carry out the works.

Tenderers shall be reputable, established Malaysian owned and/or registered companies and/or registered with relevant government authorities or with TNB and/or Malakoff.

Tenderers must have executed similar Contracts with proven commercial and technical experiences.

1.3 FURTHER INFORMATION AND CLARIFICATION

Further information and clarification on the technical aspects of the specification and requirements may be obtained on application in writing or facsimile shall be addressed to;

Chief Executive Officer
Kapar Energy Ventures Sdn. Bhd.
Sultan Salahuddin Abdul Aziz Power Plant,
Jalan Tok Muda, Batu 12 Jalan Kapar
P.O Box 220, 42200 Kapar
Selangor Darul Ehsan

Tel: +603 - 30009908

Fax: +603 - 30009913

Contact Person: 1. Che Mohd Khairul bin Che Lah
2. Muhammad Irfan bin Hot

1.4 INTERPRETATION OF TENDER

These Instruction to Tenderer, in so far as they may affect the execution of the Contract, shall be deemed to form part of the Conditions of Contract. If the Tenderer has any doubt as to the meaning and intent of any provisions or sections on the specifications of drawings or in any event of discrepancies or contradictions between provisions or sections, the Tenderer shall seek clarification (as stated in clause 1.4). KEVSB shall not be bound by any oral interpretation of the tender document, which may be made by KEVSB, or any of his/her representatives. The Tenderer is not allowed to make any extra claims due to his/her ignorance or misinterpretation of the scope of works.

1.5 DATA TO ACCOMPANY THE TENDER

The tender shall include all the documents, information and data necessary to complete the requirements of these Instructions to Tenderers in all respects. In particular, the tender shall be accompanied (where applicable) by the documents as stipulated in Clause 4.0.

1.6 NEGOTIATING THE TERMS

KEVSB reserves the right to negotiate any of the terms and conditions of the tender including but not limited to basic rates, price structure, quantities, etc.

KEVSB is not bound to accept the lowest or any tender or to assign any reason for rejection of any tender.

KEVSB shall not be responsible for, nor pay for, any expenses or loss, which may be incurred by Tenderers in the submission of the tender.

2.0 GENERAL CONDITIONS AND REQUIREMENTS OF CONTRACT

2.1 TENDER BRIEFING AND SITE VISIT

Before tendering, the Tenderer is **MANDATORY** to purchase the tender document, to visit the nature of work site, accessibility and location of installation and circumstances that may influence the tender.

During the site visit, the Tenderer may seek clarification from the Station Engineer on any aspect of the works that may not be explained fully in this tender document.

Any additional information with regard to the site visit and location of this Power Station can be obtained from Station Engineer during office hours.

The site visit is **MANDATORY** without which the tender submission will not be considered. The schedule for site visit is as indicated in the cover page.

All expenses for this visit shall be borne by the Tenderer. KEVSB will not be responsible for any expenses or losses incurred by the Tenderer.

2.2 TENDER QUOTATION (PRICING)

The tender quotation shall be made in the **TENDER FORM**. All blanks shall be filled up and completed in ink or typed without alteration. The documents shall bear the signature, name and address of the Tenderer as indicated.

The rates and prices quoted shall be considered as the full inclusive rates, prices any duties and taxes (SST, Withholding Tax, etc.) for the finished described under the respective items, and as covering all labour, materials, transportation, temporary work plant, overhead charges and profit, as well as liabilities, obligations and risks arising out of the cooled splits of Contract.

The Tenderers are required to base their tender on a firm price offer in Ringgit Malaysia (RM) and this price is to remain firm over the whole period of the Contract. No variation whatsoever, arising from the escalation or changes in foreign currency exchange rate, or any other causes, will be entertained.

2.3 ALTERATION AND CORRECTION OF TENDER DOCUMENTS

- a) Tenderer is required to fill out completely and neatly all the forms provided.
- b) No changes are to be made in the tender documents. Any correction shall be made by way of strikethrough, stamped and initialed. No erasing in any form shall be allowed.
- c) If the space provided is insufficient, Tenderer is allowed to provide information in a separate attachment.
- d) Each page of the submission document must be signed and stamped with the Tenderer company official stamp.

2.4 TENDER VALIDITY

The tender prices shall remain firm and valid for acceptance for a minimum period of **ONE HUNDRED AND TWENTY (120) DAYS** from the closing date for submission of tender. No Tenderer may withdraw their tender within that period.

2.5 TENDER PURCHASE

- a) The tender document can be purchased through Kapar Energy Ventures Sdn Bhd website (<https://www.kaparenergy.com.my/tender/>).
- b) Tender documents can only be purchased through online and will not be sold over the counter. Only the purchase of tender documents through the website is allowed and processed.
- c) The tender can only be participated by KEV vendors / suppliers / contractors who have registered as KEV vendors.
- d) All payments shall be made through FPX.
- e) The link to the tender document and auto-generated receipt will be given to vendor / supplier / contractor KEV via email once received confirmation of fund transfer by the Finance Department (within 2 working days).
- f) If the vendor / supplier / contractor has not yet registered and has made the payment then the payment will NOT BE REFUNDED.
- g) For vendors / suppliers / contractors who have not yet registered as KEV vendors / suppliers / contractors can apply for KEV vendor registration and it is subject to approval by the committee members.

- h) It is PROHIBITED to purchase the tender on the same day as the tender closing date and site visit date. It is advisable to purchase the tender at least 2 days in advance of the closing date or site visit date to enable the Finance Department to check and verify the fund transfer.
- i) NO refund policy.
- j) Any inquiries on tender specifications please contact the Vendor section at 03 - 30009908.

2.6 **SUBMISSION OF TENDER**

Tenderers are to submit their **TECHNICAL** and **COMMERCIAL** bids separately in two separate envelopes clearly marked on the top left hand corner as below :

'TENDER NO: RFQ 19743
TITLE: MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE
FOR GF1 MONTH AUGUST 2026
TECHNICAL ENVELOPE'

'TENDER NO: RFQ 19743
TITLE: MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE
FOR GF1 MONTH AUGUST 2026
COMMERCIAL ENVELOPE'

Non-compliance to this instruction may result in the disqualification of your bid.

The tender submission requires two separate envelopes, one for the technical proposal and another for the commercial proposal. These envelopes are then placed together within a single outer envelope for submission.

One copy of the completed tender document shall be submitted in a sealed covered envelope bearing no indication of the identity of the Tenderer.

The tender price shall include all incidental and contingency expenses. KEVSB may, at its discretion, reject the tender should Tenderers fail to follow this clause. For the avoidance of doubt, only authorised representative of Tenderers may sign the tender and such authorisation shall be in the form of appropriate company's board resolutions and/or court certified power of attorney approving submission of the tender documents by Tenderers and related matters including but not limited to the appointment as an authorised signatory of the aforesaid Tenderers and shall be submitted together with the tender.

No change or amendment is allowed to be made in the **FORM OF TENDER** or in the **SCHEDULES** therein except in the filling up the information required

under the tender. If any change or amendment is made or if the provisions under the instructions to Tenderers are not fully complied with, the tender proposal may be rejected by KEVSB at its discretion.

If Tenderers have any doubts about the meaning of any section of this instructions to Tenderers, Tenderers shall before or upon submitting their tender, seek clarification in accordance with Clause 1.3, failing which, KEVSB may reject any interpretation of tenderers which is different from what is intended by KEVSB pertaining to the same.

A complete set of documents requested in Clause 1.5, Data to Accompany the Tender shall also be included and submitted with its tender. All tender documents shall be submitted in sealed envelope and stated the RFQ 19743 and MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH AUGUST 2026

RFQ 19743 and MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH AUGUST 2026 be clearly indicated on the top left hand corner of the envelope. The envelope shall be marked with tender no and tender title as below):

TENDER NO : RFQ 19743
TENDER TITLE : MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH AUGUST 2026
CLOSING DATE : 01 SEPTEMBER 2026

TENDER BOX
Chief Executive Officer
Kapar Energy Ventures Sdn. Bhd.
Sultan Salahuddin Abdul Aziz Power Plant,
Beg Berkunci 220, Kapar 42200,
Selangor Darul Ehsan.

The tender must be delivered by the **closing date indicated in the cover page.**

If tenders are not sealed or marked, KEVSB may reject the tender as non-conforming and will assume no responsibility for its misplacement or premature opening.

KEVSB reserves the right to award part or whole of the tender, or none at all without assigning any reason to Tenderers.

2.7 TENDER CLARIFICATION

KEVSB may require the Tenderer to clarify tender in writing or attend tender clarification meetings regarding his/her tender, if necessary. The Tenderer is requested to arrange for suitable representative/s on standby for the purpose of tender clarification meetings.

2.8 TENDER WITHDRAWAL

Contractor/Vendor who withdraw after a tender is closed shall be penalized as follows;

NO.	OFFENCES	PENALTIES
1	1 st offence	Warning letter
2	2 nd offence	Six (6) months to One (1) year suspension
3	3 rd offence	One (1) to Two (2) years suspension or Contractors is deregistered and blacklisted from participating in future tender.

Contractor/Vendor who withdraw after a tender was awarded and the validity has not expired shall be penalized as follows;

NO.	OFFENCES	PENALTIES
1	1 st offence	Up to One (1) year suspension
2	2 nd offence	One (1) to Three (3) years suspension
3	3 rd offence	Deregistered

However, such penalties shall not apply in the event that KEVSB's offer:

- (i) Differ from the specifications originally defined in the Tender/Quotation.
- (ii) Differ from the proposal offered by the tenderer.

2.9 RIGHTS TO ACCEPT OR REJECT TENDERS

KEVSB is not obliged to accept the lowest or any part of the tender. KEVSB reserves the rights to reject any tender that in the judgment of KEVSB appears to as each or combination of all of the following:

- (i) A Tenderer is unable to provide a satisfactory explanation for the tendered rates and/or tender price;
- (ii) Tender price that is unrealistic;
- (iii) Presence of arithmetical errors including those related to price and timelines.

2.10 THE TENDERER SHALL BE DULY INFORMED

The Tenderer shall familiarize himself/herself fully with all matters relating to the tender. The Tenderer shall be deemed to have examined and satisfied himself/herself as specified in the tender before submission.

2.11 CONFLICT OF INTEREST IN PARTICIPATING SHAREHOLDERS NOTICE

If a person has direct or indirect equity holding in two or more companies, only one offer can be made for a particular tender. The offer can either be in the form of a joint venture of the related companies, or a submission by one of the companies. If two or more companies submitting separate offers in the same tender are found to have common shareholder(s), each offer shall be rejected.

2.12 REQUIREMENTS DECLARATION OF INTERESTS OF DIRECTORS OF THE COMPANY / THE SHAREHOLDERS OF THE COMPANY TO TENDER KEV

Tenderer shall comply with all applicable legislations, regulations, and statutory requirement relating to the provision of the products/services to KEVSB. Tenderers shall also declare that their companies are not related (e.g. having common Shareholders, Board Members, Senior Management Staff) to any of the other Tenderers participating in the bid and shall not conspire or collude with others Tenderers or Agents when participating in the bid.

2.13 OPENING OF TENDERS

There shall be no public opening of the tender.

2.14 FREIGHT AND TRANSPORTATION

If the Tenderer is required under the tender to provide transportation, the Tenderer shall consult KEVSB appointed forwarding agent.

2.15 NOTIFICATION OF AWARD

KEVSB will notify the Successful Tenderer by issuing a Letter of Award ("LOA") or Purchase Order ("PO") which will be sent by letter or facsimile or hand delivery or e-mail.

The Successful Tenderer shall submit the following documents within the time period specified by KEVSB:-

- (i) The insurance policies as prescribed in this tender document;
- (ii) The performance bond within twenty eight (28) days upon receiving the LOA or PO (as the case maybe); and
- (iii) Any other documents as requested by KEVSB.

2.16 DEFINITIVE AGREEMENT

KEVSB may require the Successful Tenderer to enter into a definitive agreement as the case may be within sixty (60) days from the date of acceptance of the LOA or PO or such other period to be agreed and notified by KEVSB to the Successful Tenderer.

2.17 RIGHTS OF KEVSB

Notwithstanding the terms and conditions in this tender, KEVSB reserves the right to change or vary the dates, annexes, deadlines, requirements and conditions described in this tender as the case may be, to reject any or all tender proposal, to disqualify any Tenderers, to change the limits and scope of the procurement process, to cancel this tender or the procurement process or to elect not to proceed with the procurement process for any reason whatsoever, without incurring any liability for costs and damages incurred or suffered by Tenderers.

2.18 COSTS TO BE BORNE BY TENDERERS

All costs and expenses incurred by Tenderers in the preparation and delivery of the tender proposal, including the costs of purchasing this tender or in providing any additional information and documentation for the evaluation will be borne solely by Tenderers.

2.19 CONFIDENTIALITY

All documents, including reports, plans, charts, graphs and tables provided to the Tenderers or the Successful Tenderer for the performance of duties and all data and information made available to be collated by Tenderers or the Successful Tenderer pursuant to this tender document shall be strictly confidential and under no circumstances shall Tenderers or the Successful Tenderer divulge them to any third person or party directly or indirectly without KEVSB prior written consent. If Tenderers or the Successful Tenderer appoint any specialist firm then he/she may disclose information to such firm subject to such firm agreeing to be under similar terms of confidentiality as per the provision of this Clause. Tenderers or the Successful Tenderer shall return or destroy such information or data within fourteen (14) days from the written request of KEVSB.

This Clause shall survive two (2) years upon termination of the agreement.

The Successful Tenderer shall ensure compliance with the relevant privacy and applicable laws as well as the Personal Data Protection Act 2010 ("PDPA") (as may be revised from time to time), including but not limited to ensuring that any confidential information pertaining to personal data furnished to it by KEVSB shall be collected, stored, processed, used, or otherwise dealt with (shall collectively be referred to as "Process") solely for the works and shall be in full compliance with the PDPA. In so complying, the Successful Tenderer shall ensure that the process shall not result in the violation or contravention of the PDPA by KEVSB.

2.20 ADDENDUM TO TENDERS

Prior to the date of submission of the tender, KEVSB may issue any addendum to clarify or modify any terms and conditions herein whether in part or in whole. Each addendum issued will be distributed to Tenderers and shall form part of the tender. For avoidance of doubt, any addendum issued shall not constitute a ground for any extension of the proposal tender closing date unless otherwise provided by KEVSB.

2.21 PERFORMANCE BOND

Within the time stipulated, the Successful Tenderer shall provide an on-demand bond in the form of bank guarantee for the due and proper performance of the LOA or PO as the case may be and observance of all provisions, covenants, conditions and stipulations, therein contained with good and sufficient sureties as hereinafter provided in a sum of equal to five percent (5%) or (2.5%) percent of the Contract price or PO value or any

other amounts as informed by KEVSB. The performance bond shall be kept valid until after the expiry of the warranty period plus 3 months grace period or such other period to be notified by KEVSB.

The performance bond shall be issued by a first class bank or financial institution incorporated and licensed to operate in Malaysia. All expenses associated with procuring, renewing and maintaining the performance bond shall be borne by the Successful Tenderer.

The Successful Tenderer shall furnish the performance bond prior to the commencement of the work and in any event within **seven (7) days** from the date of receipt of KEVSB's LOA by the Successful Tenderer.

If the said performance bond is not furnished by the Successful Tenderer within twenty eight (28) days from the date of the award, KEVSB may notify the Successful Tenderer in writing to terminate the Successful Tenderer's appointment. Thereupon, KEVSB under this provision is not responsible in any respect of any matter or things whatsoever in connection with the LOA or PO.

If the Successful Tenderer fails to execute the works or commits any breach of its obligations under the LOA or PO, KEVSB may utilize and make payments out of or deductions from the said performance bond or any part thereof.

If a demand is made by KEVSB on the performance bond, the Successful Tenderer shall provide replacement performance bond within **twenty eight (28) days** from the demand made, so that the amount of the performance bond shall be maintained until its expiry.

2.22 ORDER OF PRECEDENCE

For the purpose of this section, the agreement between KEVSB and the Successful Tenderer shall consist of the following unless otherwise provided by KEVSB:

- a) the definitive agreement (if required);
- b) the Contract/LOA/PO;
- c) this tender document; and
- d) the proposal.

If there are any terms in the above documents that are ambiguous, inconsistent or in conflict to each other, the priority of documents shall be in accordance with the above.

2.23 BLACKLISTED COMPANY

The Tenderers that are blacklisted by KEV / TNB / Malakoff and/or have litigation action in any courts of Malaysia shall not take part in this tender.

2.24 ENVIRONMENTAL COMPLIANCE BY TENDERER

1. The successful Tenderer, in executing the contract and throughout the job duration at Station premises, shall ensure that all the workers, representatives and subcontractors, do not contravene the Malaysian Environmental Quality Act 1974 and its Regulations and any other applicable legal requirements.
2. The successful Tenderer shall ensure that the Station Chemist/Safety Officer is notified of all the chemicals that are to be used in carrying out the works.
3. The successful Tenderer shall:
 - a. Provide Safety Data Sheet (SDS) for all the chemicals to be used (if applicable).
 - b. Ensure that the workers involved in the handling of harmful or corrosive chemicals are equipped with appropriate personal protective equipment (PPE).
 - c. Ensure that disposal of such chemicals is done in the appropriate manner so as not to pollute the surrounding environment. Disposal of waste into the drains or waterways without proper treatment is illegal and prohibited.
 - d. Ensure that no chemical such as Ozone Depleting Substances (ODS), Polychlorinated Biphenyls (PCBs) and/or Chlorofluorocarbons (CFCs) is used unless with special authorization from the Station Management.
4. Any form of oil that is being used by the successful Tenderer shall to be stored in bonded areas as follows:
 - a. Areas where oil-handling equipment is located shall be bonded prior to the commencement of work.
 - b. In the event of oil spillage, the successful Tenderer shall report to the station management immediately. The successful Tenderer shall clean up the spill under the supervision of relevant station personnel compliance to legal requirements. Discharging of oil into the drains is strictly prohibited.
 - c. The cost of cleaning work and the subsequent disposal of cleaning waste (schedule waste) shall be fully borne by the successful Tenderer. This includes cleaning, collecting, packing in suitable containers and disposal to DOE approved Waste Management Facility.
5. The successful Tenderer shall comply with the regulations, procedures and guidelines with respect to works in KEVSB as per our **ISO 14001 Procedures: Station Environmental Regulations & Requirements**.
6. The successful Tenderer shall act with due care for the environment, taking all necessary actions to protect the environment. The

successful Tenderer shall be liable for the rehabilitation of any damage caused during the execution of his work.

2.25 KEVSB'S PROCUREMENT CODE OF CONDUCT & INTEGRITY PACT

1. The Tenderer shall adhere to the principles and policies prescribe in TNB's Procurement Code of Conduct ("Code") which is adopted by KEVSB as per **Appendix 1(a)** and to execute the declaration as per **Appendix 1(b)**.
2. The Tenderer shall execute the Integrity Pact as per **Appendix 2** which is a legal agreement between KEV and the Tenderer to act according to an agreed set of practices, in order to prevent bribery arising during their commercial interactions. In the event that the Tenderer has been found to, or be suspected of, violating the Integrity Pact, KEVSB shall conduct an investigation to ascertain whether the terms of the Pact have indeed been violated.

2.26 PERSONAL DATA PROTECTION

1. Both Parties agree to comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations in Malaysia, including but not limited to the Personal Data Protection Act 2010 (PDPA 2010), its subsidiary legislation and associated code of practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any or all information related to the performance and obligations under this Contract.
2. The Tenderer shall not transfer any personal data of a data subject to a place outside Malaysia without the prior written consent of KEV, or the Tenderer shall ensure that place in force any legislation that serves the same purposes or which is at least equivalent to the level of protection afforded by the Malaysian PDPA 2010.
3. The Tenderer shall implement adequate technical and organisational security measures to protect the personal data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction.
4. The Tenderer shall have the obligation to securely dispose of all personal data whether in written, electronic or other form or media given by KEV and shall certify in writing to KEV that such personal data has been disposed of securely upon request by KEV at any time during the term or upon termination of this Contract, if it is no longer required for the purpose for which it was to be processed. For avoidance of doubt, PDPA 2010 does not override other applicable laws in Malaysia that allows the retention of documents for a specified period, upon the expiry or termination of the Contract.
5. Upon default, the defaulting Party shall be liable for and shall indemnify (and keep indemnified) against each and every action,

proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor client basis) and demands incurred by the aggrieved Party which arise directly or in connection with the defaulting Party's processing of personal data pursuant to this Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Legislation by the defaulting Party or its employees, servants, agents or representatives.

6. For the purpose of information and notification, KEV's Personal Data Protection Policy can be accessed at <https://kaparenergy.com.my/personal-data-protection-notice/>.

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TNB's Procurement Code of Conduct

"Tenaga Nasional Berhad believes that all supplier/contractor relationships should be based on principles of good governance such as integrity, accountability, fairness and a no tolerance rule towards bribery and corruption. These principles extend to all of the company's procurement activities in all countries in which it or its subsidiaries and majority-owned joint-venture companies operate. These principles are given force in a detailed Procurement Code of Conduct („Code"), which is constantly revised to capture changes in law, reputational demands and changes in the business. All Tenaga Nasional Berhad's employees, directors and suppliers/contractors are required to comply with the Code."

GLOSSARY

Authorised Representatives of TNB

The Procurement Department, Internal Audit Department, Internal Affairs Department and Security Department.

Bribe

Money, gifts, favour or promise to person in position of trust, to influence judgment or conduct.

Corruption

Offences as defined by the Malaysian Anti-Corruption Commission Act 2009 (MACC).

Conflicts of Interest

Refers to a situation when an individual has competing professional or personal obligations or personal or financial interests that would make it difficult for the individual to fulfil his or her duties fairly.

Directors

Members of the Board of Directors of TNB, including members of the Board of Directors of Subsidiaries and Joint-Venture Companies.

Employees

All TNB's employees including TNB personnel that are seconded or assigned to other companies or organisations. Employees Seconded to TNB Personnel from other organisations seconded to TNB.

Gifts

Something freely transferred by one person to another. Gratuity Something given voluntarily or beyond obligation usually in return for or in anticipation of some service.

Joint-Venture Companies

All joint-venture companies which are, directly or indirectly, Majority-owned by Tenaga Nasional Berhad.

Kickback/Commission

Payment in cash or in kind received in return for influence or control over a business transaction. Majority-owned Owns more than 50% of voting stock.

Official Authorities

The Anti Corruption Commission, the Police and the Companies Commission of Malaysia.

Procurement Processes

Total procurement processes including product planning, requisition, supplier selection, contract management and supplier evaluation.

Subsidiaries

All companies which are, directly or indirectly, Majority-owned by Tenaga Nasional Berhad.

Supervising Officer

Head of Division, Head of Department or any selected and elected employees by the Head of Departments to provide advice on matters pertaining to the Code.

Suppliers/Contractors

Entities that have provided or potentially will provide goods or services to TNB.

TNB

Tenaga Nasional Berhad, its Subsidiaries and its Joint-Venture Companies.

PREAMBLE

Good corporate governance is being introduced throughout the world as a business imperative offering competitive advantage. At TNB, our stakeholders, Directors and Employees prefer to do business with enterprises that uphold the principles of good corporate governance, namely integrity, transparency, independence, accountability, fairness, and social responsibility.

In this respect, procurement is critical as it plays an important role in our business. An effective procurement function enables TNB to:

- Provide high quality products and services to our customers;
- Be responsive to our customers' needs;
- Be cost effective and efficient in our operations;
- Work more productively with our Suppliers/Contractors; and
- Preserve TNB's good name and reputation.

For TNB's procurement function to be effective, we believe that all participants in our Procurement Processes need to engage in the basic principles of trust, honesty, fairness and transparent behaviour.

With this Code, we hope to clarify and institutionalise:

- What is considered to be acceptable business behaviour and by implication, what behaviour is not tolerated by TNB;
- Available channels to communicate or report unethical behaviour; and
- The implications of non-compliance to the Code.

The Code is intended for all those involved in the Procurement Processes of TNB including:

- All Directors;
- All Employees and Employees Seconded to TNB;
- All existing and potential Suppliers/Contractors including their directors and employees.

BREACH OF CODE

Breach of the Code by Employees

Breaches of the Code may result in disciplinary actions being invoked against the Employees concerned in accordance to “Prosedur Tatatertib TNB” or any disciplinary procedures that are currently in force.

Breaches of the Code by Employees Seconded to TNB from the government or other companies may result in disciplinary actions being invoked against the seconded employees in accordance to the rules and procedures of their respective Clients.

Breach of the Code by Directors

For Directors, failure to declare conflicts of interest may result in disciplinary actions in accordance to the Malaysian Companies Act 1965.

Breach of the Code By Suppliers/Contractors

Suppliers/Contractors who have committed a breach of the Code shall be subjected to the following action:

- Penalties or any contractual or legal remedies under the law;
- Immediate termination of contract;
- Disclosure of nature of breach to TNB;
- Blacklisted by TNB and shall be precluded from tendering for any work in the supply chain for the specified period. The directors of the Company may also be blacklisted.

PRINCIPLES OF THE CODE

The Code is guided by eight principles of conduct, which reflects the core beliefs, and values of our organisation (please refer to Table 1). The Code focuses on three key tenets of ethical conduct:

- Zero tolerance on corruption;
- No conflict of interest; and
- Honest and accurate representation of capabilities.

Table 1: Key principles of the Code

Honesty and fairness	Parties shall conduct all procurement and business dealings with honesty and fairness.
Accountability and transparency	The process for awarding contracts shall be open, transparent, and must be made on good justifiable grounds.
Declaration of interest	Parties shall declare potential conflicts of interest.
Compliance of law	Parties shall comply with all legal obligations including laws of Malaysia and contractual obligations.
Anti-competitive practices	Parties shall not engage in procurement practices that are anti-competitive.
Unfair advantage	Parties shall not engage in procurement practices that result in unfair advantages.
Parties' commitment	Parties shall not submit tenders without firm intention, conviction and/or capacity to proceed with a contract.
Good co-operation	Parties shall endeavour to maintain business relationships based on open and good communication, respect, trust and adopt a non-adversarial approach to dispute resolution.

Our Policy on Corruption

It is entrenched in the law of the country that all forms of Corruption are illegal. Therefore all Employees, Employees Seconded to TNB, Directors and Suppliers/Contractors shall not engage in such practices. It is TNB's policy that all Employees, Employees Seconded to TNB, Directors and Suppliers/Contractors conduct their work/business in accordance with the following ethical standards:

Suppliers/Contractors Ethical Standards:

- Not to offer money, goods or services, to any of Employees, Employees Seconded to TNB, Directors or any official as consideration for their decision, opinion, recommendation, vote or other exercise of discretion;
- Not to offer, give, agree or promise to give, in any manner, gratuity to Employees, Employees Seconded to TNB and Directors.

In the event that Employees or Directors commit any of the above acts, the Suppliers/Contractors shall report such acts to the Authorised Representatives of TNB and in the case of Directors, to the Official Authorities.

The Employees, Employees Seconded to TNB and Directors Ethical Standards:

Do's	Don'ts
Choose Suppliers/Contractors based on merits and compliance with TNB's procurement requirements. Be on the alert and report any suspected non-compliance of the Code by Suppliers/Contractors, Employees and Employees Seconded to TNB or Directors. Report any non-compliance by Suppliers/Contractors, Employees and Employees Seconded to TNB or Directors to Authorised Representatives of TNB or the Official Authorities. Maintain and observe the highest ethical standards when dealing with a customer and Supplier/Contractor.	Engage in activities that compromise the Supplier/Contractor selection process. Engage in corrupt practices, accept or give bribes, kickbacks or gratuity. Not to release any Suppliers/Contractors business information, e.g., proposed rates, winning bid information to any parties.

Our Position on Conflicts Of Interest

Employees, Employees Seconded to TNB and Directors must exercise sound judgment and avoid Conflicts of Interest.

If an Employee or Employee Seconded to TNB has, or potentially will have, conflict of interest with Suppliers/Contractors, the individual must immediately notify such conflict to his or her Supervising Officer.

The Supervising Officer shall decide whether the individual should recuse himself or herself from the procurement process and seek alternatives. In the case where the Supervising Officer is potentially in conflict of interest, the individual must notify a higher authority Supervising Officer or as a last resort, the Internal Affairs, Internal Audit or Security Departments of TNB.

If a Director has or potentially will have Conflicts of Interest, the Director should immediately notify such conflicts to the Chairman of TNB's Board of Directors and/or excuse himself or herself from the procurement process.

Representations from Suppliers/Contractors

The Suppliers/Contractors must declare in writing to TNB that:

- They will comply with all legislations, regulations and statutory requirements relating to the provision of the products/services to TNB;
- They are not related (e.g., common shareholders, Board members, senior management) to any of the other Suppliers/Contractors participating in the same bid;

- They will not conspire or collude with other Suppliers/Contractors or agents when participating in a bid;
- They are duly authorised/certified provider of the products/services and shall not, expressly or impliedly hold themselves out to be an agent/representative of a third party Tenderer for similar products/services;
- They will at all times supply products that are certified to be of merchantable and satisfactory quality;
- They possess and utilise the necessary capabilities, equipments and suitable place of business to perform their obligations;
- They shall not totally subcontract the works/services;
- They shall maintain the highest standards of integrity and quality of work at all times.

If the Suppliers/Contractors are companies with Bumiputera status, the Suppliers/Contractors undertake that:

- The majority (at least 51%) of shareholding/equity are Bumiputera;
- The majority (at least 51%) of their employees are Bumiputeras;
- Key positions in the Suppliers'/Contractors' organization, such as the Chief Executive Officer, the Chief Operating Officer, the Managing Director, the General Manager or the Chief Financial Officer or any other such person responsible for finance are held by Bumiputeras; and/or
- All other guidelines that determine a company's qualification for Bumiputera status are complied with.

APPLICATION OF THE CODE

Employees, Employees Seconded to TNB, Directors and Suppliers/Contractors including their employees and directors, shall adhere to the Code at all times.

Requirements from Employees, Employees Seconded to TNB and Directors

All Employees, Employees Seconded to TNB and Directors are accountable and responsible in complying with the detail and spirit of the Code. In fulfilling these responsibilities each Employee, Employee Seconded to TNB and Director must:

- Read, understand and internalise the Code;
- Participate in training and educational programmes/events required for his/her job;
- Obtain guidance for resolving a business practice or compliance concern if he/she is uncertain about how to proceed in a situation;
- Report possible violations of the Code;
- Cooperate fully in any investigation which may be conducted by TNB's Procurement Department, Internal Audit Department, Internal Affairs Department and Security Department; and
- Make a commitment to conduct TNB's business with integrity, in compliance with the Code as well as applicable company policies, laws and regulatory requirements.

Requirements from Suppliers/Contractors

All current and potential Suppliers/Contractors must adhere to the principles and policies prescribed in the Code. In fulfilling these responsibilities, Supplier/Contractor, their employees and representatives must:

- Read, understand and internalise the Code;
- Comply with the Code;
- Report possible violations of the Code by informing Authorised Representatives of TNB; and
- Cooperate fully in any investigation or audit by Authorised Representatives of TNB with regards to compliance to this Code.

TNB will only deal with Suppliers/Contractors who adopt and adhere to the Code and/or any other policy or code of conduct that aims to promote similar principles as the Code. In this respect, TNB will monitor the performance of its Suppliers/Contractors and will take necessary action when there is non-compliance or breaches of the Code. To ensure the compliance of the Code, Suppliers/Contractors must:

- Maintain all accurate and complete documentations to support compliance;
- Provide Authorised Representatives of TNB with complete and unrestricted access to relevant records, upon TNB's request;
- Allow Authorised Representatives of TNB to conduct confidential interviews with their management, directors and employees individually;
- Allow Authorised Representatives of TNB to conduct site visits to the Suppliers'/Contractors' locations in any manner; and
- Respond promptly to inquiries from Authorised Representatives of TNB regarding implementation of the Code.

[END]

2.27 OTHER GENERAL CONDITIONS

The Tenderer has to produce **Letter of Originality** of the products together with the tender submission.

KEVSB does not bind itself to accept the lowest of any tender, nor give any reason for the rejection of any Tender, nor will it be responsible for any cost incurred by the Tenderer in preparing and submitting his Tender.

The Contract does not allow for the increase or decrease of the Contract Sum due to changes in the prices of materials or labour.

Commission and/or SIRIM and other statutory regulations of Malaysia in force at the time of awarding this Contract.

2.28 POWER PLANT'S SAFETY AND SECURITY REQUIREMENTS

The Tenderer shall comply with the regulations, procedures and guidelines with respect to the works according to '**General Safety, Health and**

Environmental Guidelines for Contractors and Contractors' Workers' working in Power Station.

The Station CEO or his representative has the right to inspect and/or stop the progress of the works if deemed necessary due to violation of safety procedures and operation.

The Tenderer shall be **fully responsible** for the safety of their workforce and the safekeeping of the material, tools and equipment used for this entire works.

The Tenderer shall be **fully responsible** in providing safety and personal protective equipment (PPE) to their workforce necessary for the entire works. Such equipment includes safety harness, safety helmet, safety shoe, eye protector, glove, etc.

The Tenderer shall be **fully responsible** in ensuring that all their workforce utilize proper safety equipment and adhering to Station Safety Regulations throughout the entire works.

The Tenderer disclaims any liabilities involving injury and/or death to any Tenderer's workforce while carrying out works at the Station.

All entry into the Station are must be vetted by Station Security Staff.

Vehicles entering and leaving work site are subjected to Security checks.

All tools and equipment transported into the Station area must be declared by submitting tools list to Security Officer. Items not listed may be detained when leaving the work site.

2.29 PAYMENTS

Upon successful completion of works, the successful Tenderer shall obtain the signature of the CEO or his authorized Engineer on the Contractor's report sheet to verify all services provided.

The successful Tenderer shall be paid upon satisfactory of completion of the entire works and the submission of correct invoice corresponding to the works.

The successful Tenderer shall be evaluated by the Station upon completion of the entire works through the Contractor Performance Appraisal system. Among the criteria the Contractor shall be evaluated are (where applicable):

- | | |
|------------------------------------|----------------------------------|
| i. Meeting completion target | vi. Material Quality |
| ii. Specification adherence | vii. Workmanship and Skill |
| iii. Safety rules compliance | viii. Equipment / Tools |
| iv. Standard of Supervision | ix. Drawing and Engineering Data |
| v. Co-operation and Responsiveness | x. Safety Practice |
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GENERAL CONDITIONS OF CONTRACT FOR SUPPLY

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GENERAL CONDITIONS

1 DEFINITIONS OF TERMS

In construing these Conditions of Contract, the following words shall have the meanings herein assigned to them unless otherwise stated:-

“Appendix to Conditions of Contract” shall mean the completed pages entitled Appendix to Conditions of Contract which are appended to and form part of the Contract.

“Business Day” means any day that is not a Friday, Saturday or Sunday (depending on the obligatory working day in respective states in Malaysia) and is not a legal holiday or a day on which banking institutions are authorized or obligated by law or regulation to close at the specified or, if no place is specified, at Kuala Lumpur, Malaysia.

“Carrier” shall mean any person who, in a contract for carriage, undertakes to perform or to procure the performance of transport by rail, road, air, sea, inland waterway or by a combination of such modes.

“Contract” shall mean the written legal agreement between the Purchaser and Supplier and all other documents as listed in the Appendix to Conditions of Contract.

“Contract Price” shall mean the sum stated in the Letter of Award for the supply of the Goods.

“Defects Rectification Warranty Period” shall mean such period stipulated in the Appendix to Conditions of Contract or the Letter of Award for which the Supplier shall be liable to remedy or rectify or replace any defects or non-conformance or omission in the Goods. The Defects Rectification Warranty Period commences upon the delivery of all the Goods to the Purchaser in accordance with the Contract. If the Appendix to Conditions of Contract or the Letter of Award is silent as to the total period covered under the Defects Rectification Warranty Period, it shall be deemed one (1) year after the final or latest delivery of all the Goods to the Purchaser in accordance with the Contract.

“Delivery Date(s)” shall mean the date or dates (or any date or dates as may be duly extended in accordance with the provisions of the Contract) as the case may be by which delivery of the Goods as a whole or any part or accessory or component of the Goods is to be received by the Purchaser in accordance with Clause 13 which is/are stipulated in the Appendix to Conditions of Contract or in the Letter of Award.

“Designated Area(s)” shall mean the place or places of delivery to which the Supplier shall deliver the Goods, as stated in the Letter of Award or the Appendix to Conditions of Contract which may be varied to any other place or places as may be requested by the Purchaser in accordance with the terms of the Contract.

“Goods” shall mean the whole items, goods, equipment or things as specified in the Letter of Award and any part, portion, component or accessory thereof as the case may be that is required to be supplied or delivered by the Supplier to the Purchaser under the Contract.

“gratification” shall have the same meaning as in the MACCA.

“INCOTERMS® 2020” shall mean the International Chamber of Commerce (ICC) official rules for the interpretation of international commercial terms came into effect on 1st January 2020.

“Letter of Award” shall mean the letter of formal acceptance signed by the Purchaser and issued to the Supplier for the purpose of the Contract.

“Letter of Tender” shall mean the document entitled Letter of Tender, which is completed by the Supplier and includes the signed offer to the Purchaser for the Contract.

“Long Term Supply” shall mean a Fixed Period Agreement between the parties for the supply and deliver of an agreed quantity of Goods to be supplied and delivered from time to time in instalments of such quantities as may be specified in purchase orders that will be issued by the Purchaser and received by the Supplier from time to time, all within the Fixed Period Agreement.

“MACCA” means the Malaysian Anti-Corruption Commission Act 2009 and includes its subsidiary legislation and guidelines

“Parties” shall mean the Purchaser and Supplier and “Party” shall mean either the Purchaser or the Supplier as the case may be.

“Performance Security” means an on-demand performance security from a reputable Malaysian or Malaysian domiciled international bank or financial institution acceptable to the Purchaser which is to be procured by the Supplier and issued in favour of the Purchaser for the sum or amount stated in the Appendix to Conditions of Contract or the Letter of Award all in accordance with the Contract.

“Purchaser” shall mean Kapar Energy Ventures Sdn Bhd, its successors or permitted assigns.

“Purchaser’s Requirement” shall mean the document entitled purchaser’s requirement or any other document specifying the purchaser’s requirement in relation to the Goods, as may be included in the Tender and in the Contract such as the Schedules, the Specification and/or the Drawings and any additions and modifications to such documents issued in accordance with the Contract. Such document specifies the purpose and/or performance criteria, the scope and/or design and/or other technical criteria for the Goods under the Contract.

“relative” shall have the same meaning as in the MACCA.

“Specification” shall mean the document entitled specification which envisages the detailed description of the Goods, and shall include any additions or modifications to the Specification in accordance with the Contract.

“Supplier” shall mean the party whose tender/offer has been accepted by the Purchaser or its successors.

“Supply” shall mean the supply of Goods to be performed by the Supplier as required under this Contract.

2. INTERPRETATION

- i. Words indicating one gender includes all genders;
- ii. Words indicating the singular also include the plural and vice versa;
- iii. Provision including the word “agree”, “agreed” or “Contract” require the Contract to be recorded in writing;
- iv. “Written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- v. Wherever reference is made to “days” such number shall refer to calendar days.
- vi. Headings are for convenience and reference purposes only and do not affect in any way the meaning or the interpretation of the Contract.

No rule of construction shall apply against one Party only by reason of such Party being responsible for the preparation of the terms and conditions of the Contract.

3. LAW AND LANGUAGE

This Contract shall be governed by the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Malaysian courts. The language of this Contract shall be English and Bahasa Malaysia. In the event of contradiction between the two languages, the prevailing language shall be English.

4. AMBIGUITY, CLARIFICATION AND PRIORITY OF DOCUMENTS

- 4.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be as detailed in the Contract Agreement.
- 4.2 The Supplier is deemed to have read, inspected and fully understood the Contract and have ascertained for itself any other information or data which may be necessary and/or incidental to the proper performance of its obligations under the Contract.
- 4.3 The Supplier is obliged to scrutinise all details in the Contract in order to ascertain any ambiguity or discrepancy or divergence within or between any of the documents before commencing with its obligations under the Contract. In the event of any ambiguity or discrepancy or divergence within or between any of the documents including any subsequent document that may be issued or provided by the Purchaser to the Supplier, the Supplier shall request in writing for clarification or instruction from the Purchaser and the Supplier shall be bound by such clarification or instruction from the Purchaser. Any such ambiguity, discrepancy or divergence shall not vitiate the Contract.
- 4.4 The Supplier is not entitled to claim for or obtain any additional costs or time for delivery of the Goods due to anything done by the Supplier before seeking any such clarification or instruction from the Purchaser and the Supplier shall be responsible to rectify or remedy anything done by the Supplier which is contrary to any such clarification or instruction given by the Purchaser.

5. PERFORMANCE SECURITY

- 5.1 The Supplier shall furnish to the Purchaser the Performance Security within twenty-eight (28) days from the date of the Letter of Award. The performance security must remain valid until six (6) months after the latest in time of the Delivery Date(s) or any other period as may be stipulated in the Letter of Award or the Appendix to Conditions of Contract. The Performance Security shall be issued strictly in accordance with the format attached to the Letter of Award.
- 5.2 In the event any actual delivery of the Goods is delayed beyond the latest in time of the Delivery Date(s) for whatsoever reason, the Supplier shall extend the duration and validity of the Performance Security and shall furnish the extended Performance Security to the Purchaser no later than two (2) month before its validity expires. This extended duration and validity of the Performance Security shall be for such further period to cover the required six (6) months period or such period as may be stipulated in the Letter of Award for the Performance Security to remain valid calculated from the projected latest delivery date. In the event there are further delays to the actual delivery of any part of portion of the Goods beyond the latest projected delivery date, the Supplier shall continue to extend the duration and validity of the Performance Security in accordance with this Sub-Clause so that eventually the Performance Security remains valid for the six (6) months period or such period as may be stipulated in the Letter of Award after the final and latest actual delivery of the Goods.
- 5.3 In the event the Supplier fails to furnish the Performance Security as required in accordance with Sub-Clause 5.1 or fails to extend the duration or validity of the Performance Security in accordance with Sub-Clause 5.2, the Purchaser is entitled to:-
- i. suspend and withhold any payments due and payable to the Supplier under the Contract until such time that may be allowed by the Purchaser as an extended time to the Supplier to furnish the Performance Security or the extended Performance Security;
 - ii. notwithstanding the Purchasers exercise of Sub-Clause 5.3(i) above, the Purchaser may at any time terminate the Contract in accordance with Sub Clause 20.1.
- 5.4 In the event the Supplier fails to extend the duration or validity of the Performance Security in accordance with Sub-Clause 5.2 and without prejudice to its rights under Sub-Clause 5.3 above, the Purchaser is entitled instead to demand or claim on the full amount or value secured under the Performance Security and to treat the amount received on the Performance Security as if it were the extended Performance Security without any need to account or reimburse the Supplier for any interest earned on the said amount received and held. In the event for any reason whatsoever the Purchaser is not able to demand or claim the full amount or value of the Performance Security or does not receive the full amount claimed on the Performance Security before the expiry of the Performance Security, the Purchaser is entitled to also exercise its rights under Sub-Clause 5.3(i) and/or 5.3(ii) in addition to exercising its rights under this Sub Clause.

- 5.5 In the event the Purchaser terminates the Contract in accordance with Sub-Clause 20.1 or 20.2 or if the Purchaser is of the view that there is a breach of the Contract by the Supplier, the Purchaser may call on the Performance Security and utilise and make payments out of or make deductions or set-off from the monies received on the Performance Security to compensate the Purchaser for any claims so entitled under the Contract and for any other reimbursements, loss and expenses and costs so incurred or to be incurred by the Purchaser due to the termination or the breach. The Supplier agrees that it will not contest the Purchaser's right to demand and receive the monies on the Performance Security but instead it is entitled to only contest any final accounting in respect of the Purchaser's rightful usage of the monies received from the demand on the Performance Security. Upon realisation of all compensation payable to the Purchaser, any balance monies remaining from the Performance Security shall be refunded to the Supplier without interest.

6. ASSIGNMENT & SUBCONTRACT

The Supplier shall not assign or subcontract the whole of the Contract. However, either Party may:

- i. Assign its rights to or payment of any moneys due under the Contract as security in favour of or by a bank or financial institution or any 3rd party, with the prior written consent of the other Party but without diminishing any contractual rights or obligations under the Contract, or
- ii. Assign or subcontract any obligation under the Contract, subject to the prior written consent of the other Party. In the event that the Supplier desires to assign, subcontract or outsource the manufacture and/or delivery of some part or portion of the Goods, the Supplier shall furnish to the Purchaser the names, qualifications and experience of its proposed assignee / subcontractor / outsource provider and any other documents/information as may be required by the Purchaser. Notwithstanding the above, the Supplier shall, at all times remain fully liable and responsible for anything done by its assignee, subcontractor or outsource provider and shall assure their compliance with all requirements of the Contract.

7. SUPPLIER'S INFORMATION & DETAILS

The Supplier shall disclose all necessary or requested details and any other information whether or not it may be confidential to the Supplier ("Information") as and when the Purchaser may require from time to time in order to verify the Supplier's compliance with its obligations under the Contract. The Supplier hereby undertakes and warrants that the Information provided is at all times complete, true and accurate and not misleading in any aspect and the Supplier hereby undertakes to inform the Purchaser immediately if there are any material changes to the Information which would render it inaccurate or incomplete or which could affect the Purchaser's verification of the Supplier's compliance with its obligations under the Contract.

8. COMPLIANCE WITH LAWS

- 8.1 The Supplier in discharging its obligations under the Contract shall comply with all applicable laws, rules and regulations of the Contract and of the territorial

jurisdictions in which any work, manufacturing or fabrication is done by the Supplier, its agents, successors or permitted sub-contractors or permitted sub-suppliers for the purposes of the Contract.

- 8.2 The Supplier shall also, unless otherwise stated in the Contract, give all notices and shall obtain all requisite permits, licenses and approvals, as required by the laws, rules and regulations applicable and shall pay all direct or indirect taxes, duties, fees, levies, fines of whatsoever nature imposed, at any of the territorial jurisdictions in which any work, manufacturing or fabrication is done by the Supplier, its agents, successors or permitted sub-contractors or permitted sub-suppliers for the purposes of the Contract.

9. CHANGES IN LEGISLATION

The Contract Price shall be reasonably adjusted to take account of any increase or decrease expense incurred by the Supplier resulting from a change in any of the laws applicable to the Contract (including introduction of new laws and the repeal or modification of existing laws) or in the judicial or governmental interpretations of such laws made after the date of the Letter of Award which affects the performance of obligations under the Contract. This does not however include any law on taxes or duties.

10. SUPPLIER'S GENERAL CONDITIONS, WARRANTIES AND REPRESENTATIONS

- 10.1 The Supplier represents as a condition of the Contract and undertakes as a continuing condition of the Contract that the Supplier:-

- i. is and will remain duly incorporated and validly existing under the laws of its incorporation and has all the necessary power and authority to carry on its business as presently conducted;
- ii. has and will continue to have at all time the necessary power and authority to execute, deliver and perform its obligations under the Contract, and that the Contract constitutes a legal, valid and binding obligation enforceable against it in accordance with the all the terms of the Contract;
- iii. is and continues to be not in default under any agreement to which it is a party or by which it is bound and no litigation, arbitration or administrative proceedings are presently pending or threatened or will be brought which might affect the ability of the Supplier to enter into and/or to perform its obligations under the Contract;
- iv. has and continues to not be wound-up and no petition or action has been or will be presented for any winding-up or bankruptcy; and
- v. is and will continue to be an authorised and genuine supplier and is not an agent/representative of any third party for the Goods that are to be supplied and delivered under the provisions of the Contract;
- vi. is not and will continue not to be in any receivership or management of any creditor or financial institution.

- 10.2 It is a condition of the Contract that all the Goods delivered to the Purchaser shall:-

- i. be of merchantable quality and are subject to all the warranties and conditions under the applicable laws unless otherwise stated in the Contract;
- ii. be free of any encumbrances, liens, attachments, any third parties rights or claims, or any retention of title;
- iii. be fit for the purpose. This condition shall apply regardless of whether the sale is by sample and/or description or pursuant to the Purchaser's Requirements. The Supplier is deemed to have knowledge of the purpose for the Goods by virtue of the Goods usage of trade whether or not it has been expressly or impliedly made known to the Supplier;
- iv. strictly correspond to all requirements under the Contract including any specified purpose, suitability, capability, quality, durability, efficiency of the Goods;
- v. strictly correspond to the description and/or performance standards, if the Goods are selected by the Purchaser based on description and/or performance standards represented by the Supplier;
- vi. strictly correspond to samples, If the Goods are selected by the Purchaser based on samples;
- vii. not infringe any intellectual property rights of any third party; be free of any defects or deficiencies whether arising from design and engineering, workmanship or the materials. This condition shall apply even if the Goods sold by sample and/or description may have any apparent defects or deficiencies. Any damage arising from inadequate tropicalisation or failure to ensure that the Goods can withstand the normal climate and weather in Malaysia shall be deemed to be an inherent defect or deficiency of the Goods;

10.3 The conditions in Sub-Clause 10.2 above shall apply notwithstanding any factory testing and/or inspection or any acceptance of the testing and/or inspection by the Purchaser. The conditions in Sub-Clause 10.2 above shall apply notwithstanding any inspection and approval by the Purchaser or its agents or servants of the Goods whether at the Supplier's factory or premises, port of loading, port of unloading or place of delivery or Designated Area or location of use as the case may be.

10.4. The Supplier further, warrants and agrees that: -

- i. the Supplier shall keep adequate stock or raw materials and shall provide sufficient and adequate manufacturing or fabrication capacity to ensure the smooth and uninterrupted delivery of the Goods to the Purchaser in accordance with the Delivery Date(s);
- ii. the Supplier, at its own expense shall take and maintain adequate insurance coverage from a reputable insurer for damage or loss over the stock, raw materials, the manufacturing and/or fabrication process and over all the Goods whilst in storage or in transit or when handling, loading or unloading during the time these matters are under the Supplier's responsibility and risk;

- iii. the material, metals, chemicals, paints, packing pieces and the like which are used in the manufacture or fabrication as a component or element within or as part of the Goods or the packaging are all of the quality and standard specified in the Contract or in any event suitable and adequate for the Goods to be delivered fit for purpose and in accordance with the conditions of the Contract;
- iv. the Goods shall be packed in the customary usual manner required for the transportation of such type of Goods whether it be by sea, air or land as the case may be and it shall at all times be of a standard adequate to preserve and protect the Goods whilst on transportation;
- v. if any Defect is discovered whether upon delivery, or during the Defects Rectification Warranty Period, the Supplier shall, without delay and at no additional cost to the Purchaser, at its own expense, correct, remedy, rectify the defect and/or replace the part or component within the Good found to be defective or replace the Goods if in the Purchaser's reasonable opinion the Goods ought to be replaced. The Supplier shall meet all costs incidental to the discharge of its defect warranty obligations including any packing, freighting, disassembly and re-assembly costs; shall strictly fulfil any further obligations stated in the Letter of Award or the Contract.

10.5 Supplier's Bumiputera Status

If the Supplier is a company with Bumiputera status, the Supplier hereby undertakes to the Purchaser that it has obtained a certificate of Bumiputera status from the Ministry of Finance.

10.6 Supplier's Integrity Conditions

The Supplier hereby represents, agrees and undertakes and it shall be a condition of the Contract that:

- i. the Supplier has read, understood and shall abide by the Purchaser's Procurement Code of Conduct;
- ii. act honestly and fairly;
- iii. provide the Purchaser with true and accurate information;
- iv. comply with the Purchaser's position on anti-corruption, along with any guidelines on ethics and integrity communicated by the Purchaser and made available in the Purchaser's official website;
- v. not offer or provide, directly or through any intermediaries, any bribe, gift, hospitality, entertainment, donation, consideration, reward, favour, any material or immaterial benefit or other gratification, commission, fee, brokerage or inducement to an employee, director or other representative of the Purchaser, for the purpose of improperly influencing a business decision to act contrary to the Purchaser's interest or for the purpose of obtaining any advantage in the implementation of a contract;
- vi. not offer or provide any gratification which might be considered a bribe under either local or international legislation to a government official, either in Malaysia or any other country;
- vii. not collude with other parties interested in this Contract to preclude or compromise the implementation of this Contract. The Supplier also

undertakes to report to the Purchaser, through its official reporting channels, any such attempts made by others to involve the Supplier in acts of collusion against the Purchaser;

- viii. not use improperly, for purposes of competition or personal gain, or pass on to others, any information which may be reasonably be regarded as confidential and is provided by the Purchaser as part of the business relationship, including plans, technical proposals and business details including information contained or transmitted electronically;
- ix. not to give any gratification to a public official, in order to expedite a process in relation to work carried out for the Purchaser;
- x. not participate in any other criminal activity, such as extortion, embezzlement, money laundering, or any similar or equivalent improper act or practice;
- xi. take all measures to prevent corrupt practices, unfair means and illegal activities at all times while carrying out its contractual obligations for or on behalf of the Purchaser;
- xii. inform the Purchaser if any employee or director of the Supplier or any person acting on behalf of the Supplier, either directly or indirectly, is a relative of any of employee or director of the Purchaser, or alternatively, if any employee or director of the Purchaser or their relative has any interest, financial or otherwise, in the Supplier;
- xiii. not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee or director of the Purchaser;
- xiv. ensure that staff and other representatives of the company dealing with the Purchaser, or acting on behalf of the Purchaser in servicing a contract, are aware of the provisions above; and
- xv. immediately notify the Purchaser in writing, if it is aware of any breach of this provision, or if it becomes reasonably suspicious that this provision may have been breached.
- xvi. in dealing with claims or disputes in relation to or arising out of the Contract or the applicable law, including payment, extension time, variations or any other claim or dispute between the parties, the Supplier shall take all reasonable steps to ensure that:
 - (a) the Supplier only submits claims to the Purchaser which it believes to be true and which can be reasonable substantiated by accurate written evidence;
 - (b) the quantum of claims has been accurately calculated in accordance with the contract requirements, or, on a reasonable price basis;
 - (c) the amount claimed has not been artificially marked up to include a negotiating margin or other illicit gain;
 - (d) evidence contrary to the claim is disclosed to the Purchaser alongside evidence in favour of the claim; and

- (e) all mitigation steps that could have reasonably been taken have been taken or that the Supplier shall be accountable for all such mitigation steps that could have reduced or avoided the claims or disputes.
- xvii. the Supplier is and shall remain in good financial standing throughout the duration of the Contract.
- 10.7. Where the Purchaser has reasonable concerns regarding behaviour involving gratification on behalf of the Supplier, the Purchaser shall have the right to:
 - i. direct the Supplier to investigate the matter, and the Supplier shall carry out its investigations in the manner as directed by the Purchaser; and/or
 - ii. conduct its own investigation into the matter, and the Supplier shall provide all reasonable assistance, information and documentation to the Purchaser, in respect of the conduct of investigations.
- 10.8 The Supplier hereby acknowledges and understands that the conditions, warranties and representations stated in Contract are to be strictly adhered to and therefore further accepts that the Purchaser has the right at any time to request for details and information pertaining to any matter related to the Contract including but not limited to a right whether with the assistance of the Supplier or on its own accord, to inspect, examine (including but not limited to) all documents, correspondence, records, paperwork, computer software or accounts of the Supplier that relates to the Contract. In the event the Purchaser does make such a request or takes steps to exercise its rights under this Sub-Clause, the Supplier shall offer its full cooperation and assistance to the Purchaser to facilitate this right.
- 10.9 It is a condition of the Contract that the Supplier, as a specialist in regards to the Goods, shall be deemed to have scrutinised prior to the tender and Letter of Award, the Purchaser's Requirements (including any basic design, design criteria and calculations, if any) and shall be satisfied that any technical or design requirements will meet and satisfy the purpose and/or performance requirements also stipulated in the Purchaser's Requirements or as represented by the Purchaser. The Supplier shall be responsible for the accuracy and suitability of the Purchaser's Requirements. The Supplier shall inform the Purchaser in writing of any error, omission or inadequacy in the Purchaser's Requirements which may not satisfy the purpose or performance requirements with suggestions of any amendment, alteration or addition required for the Purchaser's approval before proceeding to adopt those amendments, alterations or additions in the Contractor's Proposal with no additional costs or time for delivery.
- 10.10 It is a condition of the Contract that notwithstanding the Purchaser's approval of the Supplier's Proposal and/or its inclusion as the Contract, the Supplier shall always remain responsible for the suitability, quality, durability, efficiency, productivity, performance and fit for purpose of the Goods manufactured or fabricated based on the Purchaser's Requirements and if at any stage the Supplier's Proposal has to be altered or amended to achieve this, it shall not be a variation and shall not entitle the Supplier to any additional time for the delivery of the Goods.

11. CONTRACT PRICE AND PAYMENT TERMS

- 11.1 The Contract Price for the Goods shall be as stated in the Letter of Award and/or the Appendix to Conditions of Contract. Unless otherwise stated in the Letter of Award or the Appendix to Conditions of Contract, the Contract Price shall be made in Ringgit Malaysia.
- 11.2 Unless stated otherwise in the Letter of Award and subject to any other terms on payment stated therein which shall take priority:
- i. there shall be no advance payment payable under the Contract;
 - ii. specifically for the purchase and supply or delivery of Goods wholly within the territorial jurisdiction of Malaysia, the payment by the Purchaser shall be within thirty (30) days from the date the Purchaser receives the invoice(s) issued by the Supplier for the purchase and supply or delivery of Goods within the territorial jurisdiction of Malaysia. The invoice for the payment shall only be issued by the Supplier after the satisfactory delivery of the Goods so invoiced in accordance with Sub-Clause 13.2 below. However, no invoice shall be issued or shall be valid for the delivery of only any part, portion, component or accessory of the Goods unless otherwise agreed by the parties. All other commercial terms shall be as stated in the Letter of Award or the Appendix to Conditions of Contract;
 - iii. specifically for the purchase and supply or delivery of Goods from outside the territorial jurisdiction of Malaysia, the further commercial terms shall be based on type of International Sale of Goods Contract or type of Shipment Sale of Contract as stated in the Letter of Award or Appendix to Conditions of Contract pursuant to INCOTERMS® 2020.
- 11.3 The Contract Price shall be adjusted to take into account any increase or decrease resulting from change in applicable laws with regards to taxes (including introduction of new laws and the repeal or modification of existing laws) or in the judicial or governmental interpretation of such laws after the effective date of the Contract.

12. TRANSFER OF TITLE AND RISK

- 12.1 Unless otherwise stated in the Letter of Award, for the purchase and supply or delivery of Goods from within the territorial jurisdiction of Malaysia, the title to the Goods and the risk of any loss or damage occurring to the Goods shall pass to the Purchaser upon safe unloading and safe handling of the Goods placed at a Designated Area(s) instructed by the Purchaser or as stated in the Letter of Award.
- 12.2 Unless otherwise stated in the Letter of Award, for the purchase and supply or delivery of Goods from outside the territorial jurisdiction of Malaysia, the title to the Goods and risk of any loss or damage occurring to the Goods shall pass to the Purchaser based upon the type of International Sale of Goods Contract or type of Shipment Sale of Contract as stipulated in the Letter of Award pursuant to INCOTERMS 2020.

- 12.3 In the event that the Goods are rejected upon inspection at the Designated Area(s) or at the place where title is to pass which is due to non-conformance or defects, the title and risk shall not be deemed to have passed to the Purchaser and the Supplier has the responsibility to unload and remove the Goods at its cost and risk or if the Goods are retained by the Purchaser for convenience pending replacement or rectification, it shall be retained at the Supplier's cost and risk.
- 12.4 For avoidance of doubt, the Purchaser is not obliged to inspect the Goods at the factory, port of loading or at the Designated Area(s) or where title is to pass and even if such an inspection is carried out, it is deemed to be a non-binding or merely a cursory inspection and there shall not be any presumption that the Goods are in conformance with the Contract or complete or clear of defects or fit for purpose. If no inspection is performed by the Purchaser for any reason whatsoever, it shall not be deemed a waiver of any of the Supplier's obligations under the Contract or it shall not be deemed an approval of any of the Goods.
- 12.5 If upon a later inspection by the Purchaser after title has passed to the Purchaser but before the Defects Rectification Warranty Period expires, the Goods are discovered to be in non-conformance with the Contract or defective which require or necessitate replacement and not just repair, title to the Good and risks of any loss or damage occurring to the Goods shall re-vest in the Supplier, whereupon the Supplier shall bear all responsibility for the Goods and liability under all applicable laws, including liability for disposal of the rejected Goods.
- 12.6 If the type of International Sale of Goods Contract or type of Shipment Sale of Contract as stated in the Letter of Award or Appendix to Conditions of Contract pursuant to INCOTERMS® 2020 requires the Supplier to arrange and pay for the marine or cargo insurance, the Supplier shall keep the Goods insured for its full replacement value and it shall operate from the time the relevant Goods are loaded onto the vessel or plane as the case may be until the Purchaser takes care, custody and control over the Goods at the port or airport of delivery or unloading. The marine or air freight insurance shall be taken out in joint names with the primary beneficiary being the Purchaser.
- 12.7 Subject to Sub-Clause 12.4, the Supplier shall allow the Purchaser to carry out any detailed inspection at any stage of the manufacturing or fabricating of the Goods.

13. DELIVERY OF GOODS

- 13.1 Time shall be of the essence of the Contract. The Supplier shall supply and deliver the Goods on or before the Delivery Date(s). For the avoidance of doubt, delivery of Goods shall include the safe unloading, handling and placement of the Goods at any particular required or instructed area or placement within the Designated Area(s) or the place of delivery as the case may be.
- 13.2 For the purchase and supply or delivery of Goods from within the territorial jurisdiction of Malaysia, the Supplier shall deliver the Goods at the Designated Area(s). The Supplier shall comply with any change in the Designated Area(s) as may be instructed by the Purchaser before such delivery and only if the change in the Designated Area(s) is beyond the geographical jurisdiction of the particular state in Malaysia where the original Designated Area(s) was to be, the Purchaser shall bear the reasonable additional costs incurred by the Supplier.

- 13.3 For the purchase and supply or delivery of Goods from outside the territorial jurisdiction of Malaysia and unless otherwise stated in the Letter of Award, the place of delivery shall be deemed to be the place where the title and risk of the Goods is transferred to the Purchaser based on the type of International Sale of Goods Contract or type of Shipment Sale of Contract as stated in the Letter of Award or Appendix to Conditions of Contract pursuant to INCOTERMS® 2020.
- 13.4 If there are any circumstances (including but not limited to Force Majeure events) that arise which may cause a delay to the Supplier's delivery of any Goods beyond the Delivery Date(s), the Supplier shall notify the Purchaser in writing within fourteen (14) days of when the Supplier has become aware or ought to have been aware of the circumstances causing such delay. The notice shall specify the circumstances, the likely effect of the circumstances and the mitigation steps proposed or taken by the Supplier to prevent, avoid or reduce the delay. The Supplier is obliged to take such mitigation steps at its own costs to prevent, avoid or reduce the delay. Within fourteen (14) days of the end of the circumstances giving rise to such delay, the Supplier shall further notify the Purchaser as to the actual effect of the circumstances and the actual delay to the Supplier's delivery of the Goods with all relevant supporting and corroborating evidence and documents. For the avoidance of doubt, this obligation to notify the Purchaser of delays applies to any and all circumstances that may cause such delay whether or not the circumstances entitles the Supplier to any extended Delivery Date(s) pursuant to Sub-Clause 13.5 but does not include for delays caused by the Relevant Events under Sub-Clause 13.5 (iii) and (iv).
- 13.5 Providing the notifications under sub-clause 13.4 above, which are a condition precedent, have been duly given by the Supplier and if the Purchaser is of the opinion that the circumstances are wholly or dominantly as a result of the Relevant Events stated below, the Purchaser shall extend the Delivery Date(s) by such reasonable period that commensurate with the actual delay suffered by the Supplier due to the circumstances but only after discounting such delay period that could have been avoided by reasonable mitigation steps or actions that should and ought to have been taken by the Supplier. The Purchaser shall thereupon inform the Supplier in writing of the extended Delivery Date(s) ("Extended Delivery Date(s)"). The Purchaser's obligation to consider and allow the Extended Delivery Date(s) if the Supplier is so entitled, can be exercised at any time whatsoever providing it is done before the Purchaser exercises any of its rights under Sub-Clause 16.1. The Relevant Events referred to in this Sub-Clause are limited to:-
- i. any act of prevention by the Purchaser; or
 - ii. Force Majeure events as defined under sub-clause 19.2;
 - iii. the exercise of the Purchaser rights under Sub-Clause 13.6; or
 - iv. any Purchaser Notified Later Delivery Date(s) in accordance with Sub-Clause 14.1.
- 13.6 The Purchaser reserves the right to alter and delay the Delivery Date(s) by extending the Delivery Date(s) to later date(s) but up to a maximum of three (3) months with prior written notice to the Supplier and at no additional cost to the Purchaser.

- 13.7 Apart from the Extended Delivery Date(s) allowed by the Purchaser pursuant to Sub-Clause 13.5 (ii) and Sub-Clause 13.6 which shall not entitle the Supplier to any claim for additional cost, all Extended Delivery Date(s) pursuant to Sub-Clause 13.5 shall entitle the Supplier to claim and recover from the Purchaser any reasonable additional storage charges, additional insurance cost, additional handling cost, additional preservation or protection cost, any additional cost of removal from storage and the reasonable cost of extending the Performance Security in accordance with Sub-Clause 5.2 providing that prior written notice with particulars of the additional costs that will likely be incurred is given to the Purchaser before it is so incurred by the Supplier. Any extended or additional insurance taken by the Supplier will require the Purchaser's prior approval.
- 13.8 The Supplier is obliged and required to use the services of the Purchaser's approved Multi-modal Transport Operator (MTO) for the importation of all imported Goods. Any queries or clarifications required with regards to this matter shall be referred to the Purchaser and the Supplier shall not be excused from its failure to comply with this obligation due to any ambiguity or uncertainty which has not been so queried.

14. PURCHASER'S INABILITY TO ACCEPT DELIVERY

- 14.1 Subject to Sub-Clause 13.5, if the Purchaser is unable to accept delivery of the Goods for whatsoever reason by the Delivery Date(s) or the Purchaser anticipates such an inability, the Purchaser shall notify the Supplier in writing and if possible and when possible, provide instructions on any new and later Delivery Date(s) ("Purchaser Notified Later Delivery Date(s)"). The Supplier shall comply with the Purchaser Notified Later Delivery Date(s) subject to its rights under this Clause 14. Regardless of whether there has been an instruction on the Purchaser's Notified Later Delivery Date(s) or even pending such an instruction, the Supplier shall continue to complete the manufacture or fabrication of the Goods and when ready for delivery, the Supplier shall arrange for storage with adequate protection and insurance cover for the Goods at a place mutually agreed by the Parties.
- 14.2 Prior to making delivery of the Goods by the Purchaser Notified Later Delivery Date(s), the Supplier shall after due notice to the Purchaser, examine the Goods affected. The Supplier shall make good any deterioration or defect in or loss to the Goods that may have occurred during the period of storage at its own cost subject to its right to recover from any such insurance cover taken in accordance with Sub-Clause 14.1 providing any excess under the insurance cover shall be borne by the Purchaser.

15. SUSPENSION OF CONTRACT DUE TO SUPPLIER'S DEFAULT

- 15.1 The Purchaser may at any time instruct the Supplier by giving a written notice to suspend the performance of its obligations under the Contract due to the Supplier's default arising out of any part or portion of the Goods delivered or tested or inspected is found to be in breach the warranties under Clause 10 or the Supplier is found to be in breach the warranties under Clause 10 and providing the Supplier has offered and the Purchaser has agreed in writing to allow the Supplier a fixed period of time stipulated in writing (or if none is stated then a maximum of two (2) months) to proof through whatever reasonable methods or test or improvements considered necessary by the Purchaser and to the Purchaser's satisfaction that the Supplier is able to fulfil the warranties under Clause 10. In the event the Supplier is not able to proof to the Purchaser

accordingly that the Supplier is able to fulfil the warranties under Clause 10 within the fixed period of time allowed by the Purchaser from the instruction to suspend, the Contract shall be deemed terminated by the Purchaser pursuant to Clause 20.1 without any need for issuance of any prior notice in writing. The proof required shall include all such methods or test or improvements deemed reasonably necessary by the Purchaser for any of the Goods already supplied and delivered to the Purchaser and for any of the Goods that are yet to be supplied and delivered to the Purchaser.

- 15.2 The Supplier shall during any suspension under this Clause 15 stop all further action in regards to the manufacture or fabrication of the Goods and keep, store, preserve, protect and secure the Goods or any stock related to the Goods and insure the same to the extent required to protect the Goods or stock related to the Goods against any risks, deterioration, loss or damage.
- 15.3 The additional costs and expenses reasonably incurred by the Supplier in protecting, securing and insuring the Goods or any stock related to the Goods due to the suspension notice pursuant to sub-Clause 15.1 shall be borne by the Supplier. The Supplier shall not be entitled to be paid any additional costs or expenses incurred including such costs and expense incurred in order to prove to the Purchaser that the Supplier is able to fulfil the warranties under Clause 10.
- 15.4 After receipt of a written instruction from the Purchaser lifting or withdrawing the suspension, the Supplier shall after due notice to the Purchaser, examine the Goods or stock related to the Goods affected by the suspension. The Supplier shall make good any deterioration or defect in or loss to the Goods that may have occurred during the suspension.
- 15.5 In the written notice lifting or withdrawing the suspension, the Purchaser shall notify the Supplier of the later Delivery Date(s) to commensurate with the period of suspension ("Supplier Caused Later Delivery Date(s)") but the Goods delivered on or before such Supplier Caused Delivery Date(s) shall for all purposes under the Contract be construed as and considered as a compromised late delivery for which the Purchaser shall only be entitled to exercise its right under Sub-Clause 16.1(i) for the delay to the delivery from the Delivery Date(s) or Extended Delivery Dates before the suspension. Any further delays to the deliveries after the Supplier Caused Later Delivery Date(s) shall be construed and considered as late deliveries under Sub-Clause 16.1.

16. REMEDIES FOR LATE DELIVERY

- 16.1 If there is delay to the delivery of any Goods on or by the relevant applicable Delivery Date(s) or the Extended Delivery Date(s), the Purchaser shall have the right and be entitled to:
 - i. claim or impose or set-off agreed and ascertained liquidated damages for each day of delay at the rate of Ringgit Malaysia One Thousand (RM1000.00) or 2% of this Contract Price whichever is higher regardless whether the delay is only for the delivery of parts or portions of the Goods. This rate for each day of delay shall apply up to the date of actual delivery to the Purchaser of the parts or portions of the Goods so delayed or the whole of the Goods as the case may be or up to the termination of the

Contract in accordance with subclause 16.1(iii) below. However, the maximum agreed and ascertained liquidated damages which can be claimed, imposed or set-off shall not exceed 15% of the Contract Price; and/or

- ii. procure the supply of the Goods which is of the same or similar specification and nature from any third party(s) and the Supplier shall be additionally liable for all costs and expenses incurred by the Purchaser including (but not limited to) the additional price of the Goods or any part or accessory thereof, insurances, shipment and/or transportation and taxes and duties. The Purchaser may exercise this right at any time after the delay has occurred up to the date of actual delivery of the Goods to the Purchaser by the third party. Upon the exercise of the Purchaser's right under this Sub-Clause 16.1(ii), there is no obligation on the part of the purchaser to accept delivery of the Goods that may be further supplied by the Supplier. Any prior exercise of its right under Sub-Clause 16.1(i) above shall not deprive or prevent the Purchaser from exercising this right under this Sub-Clause 16.1(ii) at a later date providing the Purchaser has given written notice to the Supplier of its exercise of this right. For the avoidance of doubt, until the Purchaser has received delivery of the Good from the third party(s) subject to it not exceeding a reasonable period required for such supply and delivery, the Purchaser shall be entitled to claim, impose or set-off the agreed and ascertained liquidated damages in accordance with Sub-Clause 16.1(i) above as if the period taken for the delivery of the Goods by the third party(s) is a continuing delay in the delivery by the Supplier; or
 - iii. providing the Purchaser has not opted to exercise its rights under Sub-Clause 16.1(ii) above and notwithstanding the exercise of its rights under Sub-Clause 16.1(i) above, the Purchaser may terminate the Contract in accordance with Sub-Clause 20.1. Upon exercise of this right, all antecedent claims or rights by the Purchaser against the Supplier including the agreed and ascertained damages under Sub-Clause 16.1(i) that can be claimed, imposed or set-off prior to the termination shall remain effective and the Purchaser shall have further entitlements and rights against the Supplier as set out in Clause 21 below.
- 16.2 Notwithstanding its exercise of any of its rights under Sub-Clause 16.1 above, the Purchaser may blacklist, suspend or deregister the Supplier from participating in the Purchaser's future tenders or recommend to its Subsidiaries to also do so for such period as the Purchaser deems fit and all such actions or steps taken in doing so shall not be deemed defamatory of the Supplier.
- 16.3 The agreed and ascertained liquidated damages claimable by the Purchaser and/or the cost and expenses claimable under Sub-Clauses 16.1(i) and/or 16.1(ii) may be recovered by the Purchaser as a debt due from the Supplier to the Purchaser or may be deducted from any payment due and payable to the Supplier under the Contract or under any other Contract between the same parties and/or from the Performance Security. Any residual sum still outstanding after such deductions may be recovered as a debt.
- 16.4 Any intended recovery of the whole or any part of the agreed and ascertained liquidated damages as a debt shall require a written demand from the Purchaser

to the Supplier and the Supplier shall be obliged to pay the sum so demanded within fourteen (14) days of receipt of the Purchaser's demand.

- 16.5 Any delivery of Goods which are found by the Purchaser to be non-conforming in accordance with Sub-Clause 17.1 and are rejected by the Purchaser in accordance with Sub-Clause 17.2, shall for all purposes under Sub-Clause 16.1 be deemed to be a failure by the Supplier to deliver the Goods. It shall be deemed to be a continuing delay to the delivery thereof until the rectification or replacement Goods have been delivered by the Supplier to the Purchasers satisfaction.
- 16.6 Any delivery of Goods which are found to be in breach of the Supplier's warranty on intellectual property as stipulated in Sub-Clause 25.1 shall, in the event the Purchaser exercises its rights under Sub-Clause 25.3 to require the Supplier to procure for the Purchaser the right to continue using the Goods or infringing part thereof within reasonable time or to replace or modify the Goods within reasonable time so that it is non- infringing, for the purposes under Sub-Clause 16.1 be deemed a failure by the Supplier to deliver the Goods. It shall be deemed a continuing delay to the delivery thereof until the right to continue using the Goods or the infringing parts is obtained and proven to be so to the Purchase or until the replacement or modified Goods which is non-infringing have been delivered by the Supplier to the Purchasers satisfaction. The agreed and ascertained liquidated damages shall be deemed to be a genuine pre estimate of the actual loss and/or damage that will be suffered or incurred by the Purchaser due to the delayed delivery of the Goods because it is also agreed that given the nature of the Purchaser's business it is very difficult to ascertain the true extent of the actual loss and/or damage. The Supplier by entering into the Contract hereby irrevocably and unconditionally agrees to pay to the Purchaser the agreed and ascertained liquidated damages without the need of the Purchaser to prove its actual damages or losses or any actual loss of use.

17. NON-CONFORMITY OF THE GOODS

- 17.1 The Goods are deemed to be non-conforming with the Contract if they do not strictly comply with all the conditions stated in Sub-Clause 10.2 and are found to be so by the Purchaser when the Goods are delivered to the Purchaser in accordance with the Contract at the Designated Area(s) or the place of delivery as the case may be.
- 17.2 Where the Goods are non-conforming with the Contract, the Purchaser is entitled to terminate the Contract in accordance with Sub-Clause 20.1 or is entitled to reject the whole or any part or portion of the Goods and instruct and require the Supplier to replace or rectify any such non-conforming Goods so that it shall conform with the Contract. The Supplier shall be obliged to replace or repair such Goods within reasonable time and, without any additional expense to the Purchaser in which case, the Goods which are non-conforming will be deemed to have not been delivered to the Purchaser. For the avoidance of doubt, although a reasonable period may be allowed by the Purchaser for the delivery of any replaced or rectified Goods which have been found to be in non-conformance, it does not prejudice the Purchaser from exercising its rights under Sub-Clause 16.1 or Sub-Clause 20.1.

18. LIABILITY FOR DEFECTS

- 18.1 During the Defects Rectification Warranty Period, if the Purchaser discovers any defect or non-conformity or omission in the Goods resulting from any faulty or defective or inadequate or non-conforming design and engineering, workmanship or materials ("Defects"), the Purchaser shall notify the Supplier of the Defects. The Supplier shall at its own cost be responsible to either replace the Goods or repair the Defects to be done within a reasonable period ("Remedied Goods"). The choice to replace the Goods or repair the Defects shall be at the Purchaser's sole but reasonable discretion.
- 18.2 The Defects Rectification Warranty Period for the Remedied Goods shall recommence afresh from the time the Remedied Goods are delivered to the Purchaser or from the time the Goods with Defects which remained in the Purchaser's possession is/are repaired and remedied and deemed Remedied Goods, all to the Purchaser's satisfaction. If the Remedied Goods are an essential component or part of all the Goods where all the Goods cannot be used without the Remedied Goods, the Defects Rectification Warranty Period for all the Goods shall similarly recommence afresh.
- 18.3 In the case where the Defect renders any other parts or portions of the Goods to be unusable, the Defects Rectification Warranty Period for these other parts or portions of the Goods shall correspond with the Defects Rectification Warranty Period for the Remedied Goods as provided under Sub-Clause 18.2.
- 18.4 The Supplier shall also be liable for all other costs and expenses relating to the Goods with Defects and the Remedied Goods including but not limited to the dismantling and taking possession of the Goods with Defects from the Purchaser, the transportation, handling, insurance and the re-delivery and reinstallation of the Remedied Goods.
- 18.5 If the Supplier fails or refuses to remedy the Defect as required under Clause 18.1, the Purchaser may:
- i. Undertake the remedial works itself or employ a third party to undertake the remedial works at the expense and cost of the Supplier; or
 - ii. Terminate the Contract in accordance with the terms and conditions of the Contract; and
 - iii. Without prejudice to any other right and as an addition to other rights, deduct or set-off from any sums that may still be payable to the Supplier and/or demand or claim on the Performance Security for any cost or expense or losses that the Purchaser has or may incur due to the exercise of its right under Sub-Clause 18.5.
- 18.6 The Supplier's liability to remedy the Goods which has Defect is limited to:
- i. Defect which appears or manifests itself during the Defect Rectification Warranty Period; and
 - ii. Defect which arise under the intended or usual conditions of operation of the Goods. The Supplier shall not be liable to remedy Defect caused solely by faulty maintenance from normal wear and tear or normal deterioration.

- 18.7 The Supplier's obligation to remedy the Goods during the Defects Rectification Warranty Period does not relieve the Supplier from other liability to the Purchaser arising from the Purchaser's loss of use of the Goods during the period when the Goods are being remedied.
- 18.8 The Supplier's obligation to remedy the Goods during the Defects Rectification Warranty Period does not relieve the Supplier from financial liability for latent defects arising after the Defects Rectification Warranty Period.

19. FORCE MAJEURE

- 19.1 Neither Party of this Contract will be in breach of its obligation herein or any part thereof as a result of the occurrence of an Event of Force Majeure. An ("Event of Force Majeure") will mean an event beyond the reasonable control of the affected Party which the Party is unable to prevent, avoid or remove and which makes the Party's performance of its obligations under this Contract impossible or illegal or so impractical as to be considered impossible under the circumstances for the purpose of this Contract, which include, but not limited to:
- i. war (whether declared or not), hostilities, invasion, armed conflict, act of foreign enemy, rebellion, revolution or usurped power;
 - ii. acts of terrorism, sabotage or criminal damage;
 - iii. compliance with any act, legislation, regulation or order by government;
 - iv. nuclear explosion, radioactive or chemical contamination or ionizing radiation;
 - v. natural catastrophes including but not limited to earthquake, floods, subsidence, lightning and exceptional inclement weather and subterranean spontaneous combustion;
 - vi. riot and disorder, strikes, declared lockout, labour unrest or other industrial disturbances (affecting the performance of this Contract) which causes or can reasonably be expected to cause either Party to fail to comply with its obligations under this Contract;
 - vii. acts of God including declared pandemic or epidemic by relevant local authorities and any other matters whether similar to matter herein specifically enumerated or not; or
 - viii. lockdown or restriction order issued by the government or authority.
- 19.2 In the event of a Party claiming relief by reason of an Event of Force Majeure, the said Party will:
- i. as soon as practicable give notice to the other Party of the event or circumstance alleged to constitute an Event of Force Majeure which notice include full information about the event or circumstances and provide statement of the steps and the time estimated to be necessary to remove such failure;
 - ii. take all reasonably practicable steps to rectify the event or circumstance causing the failure and to minimize the damage, loss whatsoever; and
 - iii. give notice of the resumption of the performance under this Contract.
- 19.3 Party claiming relief from its obligations by reason of Force Majeure, wholly or in part will be relieved of its obligations under this Contract to the extent only for as long as the occurrence or circumstance constituting the Event of Force Majeure continues and without prejudice to the payment of monies then due or to give any notice which may be required under this Contract.

- 19.4 Where the event(s) constituting the Event of Force Majeure continues for a period of more than one (1) months but less than three (3) months, the Parties hereto will consult each other on any remedial action that may be taken to alleviate any hardship on both Parties.
- 19.5 Where the Event of Force Majeure continues for a period of more than three (3) months then, at any time thereafter either party may terminate this Contract by giving the other Party notice in writing to that effect.

20. TERMINATION BY PURCHASER DUE TO THE SUPPLIER'S DEFAULT

- 20.1 The Purchaser may by giving fourteen (14) days prior notice to the Supplier, terminate the Contract if the Supplier:
- i. fails to deliver any of the Goods on or by the Delivery Date(s) in accordance with Sub- Clause 13.1 and the Purchaser has opted to exercise its rights under Sub-Clause 16.1(iii);
 - ii. fails to furnish the Performance Security in accordance with Sub-Clause 5.1 or fails to extend the duration or validity of the Performance Security in accordance with Sub-Clause 5.2 and the Purchaser has opted to exercise its rights under Sub-Clause 5.3(ii);
 - iii. delivers Goods that do not strictly comply with all the conditions under Sub-Clause 10.2;
 - iv. fails to remedy any Defects in accordance with Clause 18;
 - v. breaches its warranty that all parts or portions or elements or accessories for the Goods or the Goods itself which it has purchased or manufactured for the purposes of the Contract, do not infringe any intellectual property rights (which includes patent, copyright, registered design, trademark or trade name) of any third party;
 - vi. fails to perform in a proper or diligent and regular manner any and all works, steps, actions, manufacturing and/or fabrication required for the Supplier to fulfil its obligations under the Contract that would be required for the Supplier to deliver the Goods in accordance with the Contract and/or by the Delivery Date(s);
 - ii. vii. continues with any material or fundamental breach of the Contract despite the Supplier having been notified of such a breach and being given a period of fourteen (14) days to remedy or rectify or stop such a breach; or
 - iii. subcontracts or assigns any of the obligations under the Contract the without the Purchaser's prior approval in writing.
- 20.2 The Contract shall be immediately and automatically terminated upon occurrence of any of the following events:
- i. the Supplier is or becomes, or is adjudicated or found to be, wound up or insolvent;
 - ii. the Supplier suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to that party under any law regulation or procedure relating to reconstruction or

- adjustment of debts or a judicial manager or receiver or receiver and manager or a similar officer is appointed; or.
- iii. upon the discovery, notification or receipt of the Purchaser of any information (orally or in writing), which expressly or impliedly indicates that there is a breach of any of the Sub-Clause 10.6.
- 20.3 In the event In the event the Contract has been terminated in accordance with Sub-Clause 20.2 prior to the Purchaser discovering the occurrence of either Sub-Clause 20.2(i) or (ii) and the Purchaser has made any payment or accepted any delivered Goods under the Contract after such automatic termination, the Purchaser is entitled to be reimbursed any payment made to the Supplier which shall be deemed payments made on trust or to reject and demand the Supplier takes possession of any Goods delivered and accepted by the Purchaser.
- 20.4 Without prejudice to any other rights of the Purchaser, if the Supplier, its employee(s), director(s) or agent(s) is convicted by a court of law for corrupt practices, unfair means and illegal activities in relation to this Contract, or any other agreement that the Supplier may have with the Purchaser, the Purchaser shall be entitled to terminate this Contract at any time, by giving immediate written notice to that effect to the Supplier.
- 20.5 The Supplier shall be liable for all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Purchaser arising from termination under clause 20.4 above.
- 20.6 For the avoidance of doubt, the parties hereby agree that the Supplier shall not be entitled to claim from the Purchaser, any form of losses including loss of profit, damages, claims or other items whatsoever upon termination under clause 20.4 above.
- 20.7 The Purchaser's right to terminate the Contract shall not prejudice any other rights or remedies available to the Purchaser under the Contract or under the applicable law.
- 20.8 X Notwithstanding anything to the contrary in this Contract, the Parties agree that the Purchaser has the right to terminate this Contract for any reason and without cause by providing sixty (60) days' prior written notice of such termination to the Supplier.

21. REMEDIES UPON TERMINATION DUE TO SUPPLIER'S DEFAULT

- 21.1 If the Contract is terminated pursuant to Clause 20:-
- i. The Purchaser is entitled to opt not to retain any part or portion of the Goods or any or all of the Goods delivered to the Purchaser, at the Purchaser sole discretion and the Supplier shall be obliged to take possession and title of the same from the Purchaser;
- ii. The Supplier shall reimburse the Purchaser all payments received from the Purchaser under the Contract less such portions of the Contract Price applicable for those Goods that have been delivered to the Purchaser for which the Purchaser has opted to retain possession, title and use;

- iii. The Purchaser is relieved from any further duty to pay any further sum to the Purchaser pursuant to the Contract until after the Purchaser's actual incurrence of all additional cost or expense or losses that may be incurred or suffered by the Purchaser whether it be by way of the use of another supplier to complete the supply of Goods as intended under this Contract or otherwise. The Purchaser shall only then be required to prepare a final account which takes into account all additional cost or expenses or losses that the Purchaser has incurred or suffered as a result of the termination, any reimbursements that the Purchaser may be entitled from the Supplier under this Sub-Clause 21.1, any sum forfeited or received by the Purchaser from the Performance Security and the sums that are payable to the Supplier pursuant to this Sub-Clause 21.1. This final account shall ascertain whether there are any sums due and payable by the Supplier to the Purchaser or any sum due and payable by the Purchaser to the Supplier before such liabilities arise;
- iv. The Supplier shall take possession and remove any part or portion or any Goods delivered to the Purchaser for which the Purchaser has opted not to retain and accordingly, the title to these Goods re-vest in the Supplier automatically. If the Supplier fails to take possession and remove the Goods within a reasonable time as allowed by the Purchaser, the Purchaser shall be entitled to sell or discard the Goods for any value whatsoever and utilise such proceeds after deducting any cost incurred to sell or discard the Goods to setoff against any loss or expense or damage incurred as a result of the termination or any prior breach by the Supplier;
- v. The Purchaser shall be entitled to forfeit or receive the monies from the Performance Security to recover any losses or expense or damage incurred as a result of the termination or any prior breach by the Supplier;
- vi. The foregoing is without prejudice to any claim which the Purchaser may have against the Supplier for any damages and compensation which the Purchaser would be entitled to under law; and
- vii. The Purchaser may disclose the nature, cause and grounds of the said termination to any current or potential customers of the Supplier if requested.

22. TERMINATION BY SUPPLIER DUE TO THE PURCHASER'S DEFAULT

22.1 The Supplier may terminate the Contract if:

- i. Any sum of money due to the Supplier from the Purchaser has not been received by the Supplier within sixty (60) days from the due date of payment providing prior written notice has been given to the Purchaser allowing a further fourteen (14) days for the Purchaser to rectify the failure to pay; or
- ii. The Purchaser is in material or fundamental breach of any of its obligations under the Contract provided the Purchaser has been notified of the breach but has failed to rectify the breach within a period of thirty (30) days from the date of receipt of such notification.

22.2 If the Contract is terminated rightfully by the Supplier pursuant to Sub-Clause 22.1:-

- i. the Purchaser shall return the Performance Security to the Supplier;
- ii. the Purchaser shall pay the Supplier in accordance with the Contract for any part or portion of the Goods already delivered to the Purchaser or is at that time in transit to be delivered to the Purchaser providing any payment for any

- part or portion of the Goods in transit shall only be paid upon delivery to the Purchaser and providing there are no Defects that have yet to be remedied by the Purchaser. If there are Defects, a reasonable sum for the remedy of the Defects shall be deducted or set-off by the Purchaser;
- iii. the Supplier shall cease all further work relating to the supply of the Goods including the manufacture or fabrication of the Goods and/or purchase of raw materials and the Supplier shall inform the Purchaser of the extent of the work done with all such substantiation or supporting proof;
 - iv. the Purchaser is entitled to instruct the Supplier to proceed and to complete any particular part or portion of the Goods so as to enable the Supplier to then deliver any such part or portion of the Goods to the Purchaser. The Purchaser shall then pay the Supplier in accordance with the Contract for this part or portion of the Goods upon delivery to the Purchaser. The time for delivery shall be within reasonable time;
 - v. the Purchaser shall pay the Supplier a reasonable sum for all works relating to the Supply of the Goods including the manufacturing or fabrication already carried out providing such reasonable sum shall not in any case exceed 70% of the proportion of the Contract Price payable for the Goods. This is providing any stock, raw materials, incomplete Goods claimed for are duly delivered to the Purchaser after the termination;
 - vi. in addition thereto, the Supplier shall be entitled to a reasonable and actual loss of profit upon satisfactory and actual proof of the same.

23. CLAUSES SURVIVING TERMINATION

The clauses relating to Intellectual Property (Clause 25), Confidentiality (Clause 26), Indemnity (Clause 28), Dispute Resolution (Clause 30) and any rights arising upon termination as specified in the Contract shall survive the termination of the Contract.

24. LONG TERM SUPPLY

- 24.1 If the Letter of Award or Appendix to Conditions of Contract indicates a Long Term Supply, all the Clauses in the Contract shall be applicable and shall apply mutatis mutandis to each order and supply or delivery of each instalment of Goods to be delivered by the Supplier to the Purchaser as if each one was a separate Contract subject only to such amendments as indicated below:-
- i. "Contract Price" shall mean the per unit price of each quantity of the Goods as stipulated in the Letter of Award or Appendix to Conditions of Contract which shall be maintained and shall be applicable during the Fixed Period Agreement;
 - ii. "Delivery Period" shall mean the period for the delivery of any instalment of the Goods as specified in the Letter of Award or Appendix to Conditions of Contract;
 - iii. "Fixed Period Agreement" shall mean the agreed period for the Contract within which time the Purchaser shall issue sufficient purchase orders for the supply and delivery of all the agreed quantity of the Goods unless otherwise stipulated in the Contract;
 - iv. For the purposes of ascertaining the Delivery Date(s) for any instalment of the Goods under Sub-Clause 13.1, it shall be based on the Delivery Period which shall commence from the date when the purchase order for such an instalment is issued by the Purchaser and received by the Supplier;

- v. For the purposes of the Defects Rectification Warranty Period, the period applicable to each instalment of the Goods shall commence upon the delivery of such instalment in full to the Purchaser in accordance with the Contract;
- vi. For the purposes of Sub-Clause 5.1, the Performance Security shall be valid for the entire Fixed Period Agreement and shall continue to be valid until 6 months after the expiry of the Fixed Period Agreement or any other period as may be specified in the Letter of Award or Appendix to Conditions of Contract;
- vii. Sub-Clause 15.2 shall also apply to any such default arising from any instalment of Goods so delivered; and
- viii. For the purposes of Sub-Clause 16.1(i), the agreed and ascertained liquidated damages for each day of delay to the Delivery Date(s) applicable for each instalment of Goods so ordered by the Purchaser shall be at the rate of Ringgit Malaysia One Thousand (RM1000.00) or 2% of this Contract Price whichever is higher applicable for the instalment of Goods so ordered and delayed each day. However the maximum agreed and ascertained liquidated damages which can be claimed, imposed or set-off shall not exceed 15% of the Contract Price applicable for the entire quantity of Goods covered under the Long Term Supply.

25. INTELLECTUAL PROPERTY

- 25.1 The Supplier warrants that any parts or portions or elements or accessories for the Goods or the Goods itself which it has purchased or manufactured for the purposes of the Contract do not infringe any intellectual property rights (which includes patent, copyright, registered design, trademark or trade name) of any third party.
- 25.2 In the event of any action, claim or demand for the infringement of an Intellectual Property right by the use of the Goods, the Supplier shall defend, safe and hold harmless and indemnify the Purchaser against all such claims and against all costs, expenses, charges and damages which the Purchaser may be obligated to pay by reason thereof, including expenses of litigation, and reasonable attorney's fees, if any. Provided that upon any such claim being made against the Purchaser, the Supplier and the Purchaser as the case may be, shall notify in writing each other promptly of such claim and also of any suit brought in connection therewith and the Supplier shall be given an opportunity to defend the same at its expense; and provided further, that no payment on account of any such claim shall be made by the Purchaser unless with the consent of the Supplier or pursuant to the decree of a competent court or tribunal and provided further that there shall be no interruption to the supply or delivery of the Goods and/ or the usage of the aforementioned relevant equipment, as the case may be, under the Contract to the extent permitted by law and not related to the claim or dispute.
- 25.3 In case any part or portion or element or accessory of the Goods delivered by the Supplier under the Contract is in any such suit held to constitute an infringement, and its use is enjoined, the Purchaser at its sole discretion shall be entitled to terminate the Contract or at the Purchaser's option require the Supplier at its expense to:
 - i. procure for the Purchaser the right to continue using the Goods or infringing part thereof within reasonable time; or
 - ii. replace or modify the Goods so that it is non- infringing within reasonable time.

26. CONFIDENTIALITY

- 26.1 The Supplier shall only use any confidential information given by or acquired from the Purchaser for purposes of carrying out its obligations under the Contract.

- 26.2 The Supplier shall not disclose to any third party or publish any confidential information except:-
- i. with the prior written consent of the Purchaser;
 - ii. if the information so disclosed has already been published generally in the public domain prior to the Supplier's receipt of the information;
 - iii. as required by law or regulatory bodies; or
 - iv. in accordance with any order of a court of competent jurisdiction.
- 26.3 The Supplier must take all reasonable precautions necessary to maintain the secrecy and confidentiality and to prevent disclosure of any confidential information, including (but not limited to) obtaining written undertakings by all its employees, agents and servants that they will not:
- i. During the period of his/her association with the supply of the Goods engage in any enterprise which may conflict with his/her duties in respect of the supply of the Goods; or
 - ii. Disclose any confidential information to any third party.
- 26.4 Neither Party shall issue any information, publication, document or article for publication in any news or communication's media which includes details of the work carried out or Goods supplied under the Contract or any information regarding the purpose of the Goods without the prior written approval of the other Party, save as that required by law.
- 26.5 This Clause will survive for three (3) years from the date of termination of the Contract or from the date all obligations under the Contract have been completed and shall at all times be enforceable at law and in equity and shall endure for the benefit and be enforceable by the Purchaser and its respective successors and permitted assigns. This clause shall be binding upon the Supplier and their respective successors and permitted assigns.

27. PERSONAL DATA PROTECTION

- 27.1 Both Parties agree to comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations in Malaysia, including but not limited to the Personal Data Protection Act 2010 (PDPA 2010), its subsidiary legislation and associated code of practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any or all information related to the performance and obligations under this Contract.
- 27.2 The Supplier shall not transfer any personal data of a data subject to a place outside Malaysia without the prior written consent of the Purchaser, or the Supplier shall ensure that place in force any legislation that serves the same purposes or which is at least equivalent to the level of protection afforded by the Malaysian PDPA 2010.
- 27.3 The Supplier shall implement adequate technical and organisational security measures to protect the Personal Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction.

- 27.4 The Supplier shall have the obligation to securely dispose of all personal data whether in written, electronic or other form or media given by the Purchaser and shall certify in writing to the Purchaser that such personal data has been disposed of securely upon request by the Purchaser at any time during the term or upon termination of this Contract, if it is no longer required for the purpose for which it was to be processed. For avoidance of doubt, PDPA 2010 does not override other applicable laws in Malaysia that allows the retention of documents for a specified period, upon the expiry or termination of this Contract.
- 27.5 Upon default, the defaulting Party shall be liable for and shall indemnify (and keep indemnified) against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor client basis) and demands incurred by the aggrieved Party which arise directly or in connection with the defaulting Party's processing of Personal Data pursuant to this Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Legislation by the defaulting Party or its employees, servants, agents or representatives.
- 27.6 For the purpose of information and notification, the Purchaser's Personal Data Protection Policy can be access at <https://kaparenergy.com.my/personal-data-protection-notice/>.

28. INDEMNITY

The Supplier shall indemnify and keep the Purchaser fully and effectively indemnified against losses, liabilities, claims, damages, cost and expenses, proceedings, fines, levies, penalties, duties or charges whatsoever whether arising at common law or by statute which may be brought or established or imposed against the Purchaser by any 3rd party or authority including any agents or employees of the Supplier for any matter whatsoever including but not limited to any personal injury or death or damage of any kind whatsoever caused to any property real or personal, provided always that they are due to or arise out of or in relation to or by reason of any breach of the obligations of the Supplier under the Contract or any negligence, tortious conduct, omission or default by the Supplier or any person or entity for whom the Supplier is responsible.

29. NOTICES

- 29.1 Any notice, request, instruction, approval, consents, determination, correspondence or other document ("Notices") to be given hereunder by each party to the other shall be written in English or Bahasa Malaysia. Except as otherwise provided in this Contract, all notices and other communications to be given to any of the Parties pursuant to this Contract will be in writing and will be valid and sufficient if dispatched or sent by prepaid registered post, facsimile transmission, email or delivered personally to the address stated in the Appendix to Conditions of Contract or such other notified address as any of the Parties may, by written notice to the other Party substitute for its notified address.
- 29.2 The Parties acknowledge and agree to notify the other Party if there is a change of address, failing which, any such notice issued to the address of the Party stated in Appendix to Conditions of Contract will nevertheless be deemed received by such Party.

- 29.3 Any notice sent by prepaid registered post, facsimile transmission, e-mail or delivered personally will be deemed to have been served if:
- i. if by prepaid registered post or courier, seven (7) Business Days from the time of posting;
 - ii. if by facsimile transmission upon receiving the confirmation report stating successful transmission of the facsimile of sent before 5 p.m. on a Business Day and if sent after 5 p.m., the next Business Day;
 - iii. if by e-mail, upon confirmation of receipt by the authorized recipient; and
 - iv. if delivered personally by the Party giving the notice, on the delivery against receipt to the addresses of the Party as stated in the Appendix to Conditions of Contract or such other address as will be furnished in writing by a Party to the other Party.
- 29.4 Notwithstanding anything to the contrary in Clause 29.3 (c), notification by way of email will not be applicable to or valid with respect to any legal notices, claims, demands, suits, actions and/or proceedings.
- 29.5 Any services of legal notices will be made in accordance with the relevant courts' rules.

30. DISPUTE RESOLUTION

- 30.1 If a dispute of any kind whatsoever arises between the Parties in connection with, or arising out of, the Contract or the execution of the Supply, whether during the execution of the Supply or after their completion and whether before or after repudiation or other termination of the Contract ("Dispute"), the Party shall, in the first place, issue a notice of dispute to the other Party ("Notice of Dispute"). Such notice shall state the details of the Dispute and that it is given pursuant to this Clause.
- 30.2 Upon receipt of the Notice of Dispute, the Parties shall attempt to settle the Dispute amicably. Unless the Parties otherwise agree, any legal proceedings may only be commenced in the Courts of Malaysia if amicable settlement has not been reached within sixty (60) days or any other extended days mutually agreed in writing by the Parties after the receipt of the Notice of Dispute pursuant to Clause 30.1 of above.
- 30.3 The conditions in Clause 30.1 and 30.2 above are condition precedents to the Parties' right to commence legal proceedings in the Courts of Malaysia.

31. SEVERABILITY

Any provision of the Contract which is invalid or unenforceable by law shall be effective to the extent of such invalidity or unenforceability only without affecting the provisions thereof. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree to the terms of mutually satisfactory provisions to be substituted for the provisions which are found to be void and unenforceable by law.

32. WAIVER

No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of breach of any

provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provisions.

33. RELATIONSHIP BETWEEN PARTIES

Nothing herein shall be construed as establishing or creating a relationship of master and servant or agent and principal between the Purchaser and the Supplier, it being understood that the position of the Supplier is that of an independent contractor of the Purchaser.

34. HSE REQUIREMENTS

- 34.1 The Supplier, Subcontractor and the Personnel in carrying out the Supply under the Contract shall comply with the Purchaser's HSE Requirements.
- 34.2 The Purchaser places importance on the HSE issues and the Supplier shall deliver the highest HSE standards in all aspects of the performance of the Supply including ensuring that no person's safety is adversely affected or put at risk in the performance of the Supply.
- 34.3 The Supplier may appoint Subcontractor to perform the Supply and shall at all times comply with the requirements of this Clause 34 and Appendix 1 of the Contract. The Supplier shall ensure that its Personnel and Subcontractor shall inform themselves of, understand and comply with the HSE Requirements of the Purchaser.
- 34.4 To the extent that the Supplier and/or Subcontractor attend any site owned or controlled or occupied by the Purchaser or any member of the Purchaser Group for any reason, such Supplier and/or Subcontractor shall inform themselves of, understand and comply with all regulations, requirements, procedures, practices, systems and policies applicable at such sites from time to time. The Purchaser and any member of the Purchaser Group reserve the right to demand the immediate withdrawal of the Supplier and/or Subcontractor and/or Personnel not complying with the foregoing.
- 34.5 In addition, the Purchaser or any member of Purchaser Group may require the Supplier and/or the Subcontractor to comply in the performance of the Supply with any other the Purchaser or Purchaser Group regulations, requirements, procedures, practices, systems or policies that are issued by the Purchaser or any member of Purchaser Group from time to time.
- 34.6 The Purchaser shall have the right to inspect and audit the records of the Supplier and any Subcontractor (the Supplier shall ensure that this right of inspection and audit is incorporated in all contracts with the Subcontractor) as may be necessary in the opinion of the Purchaser to verify compliance by the Supplier and the Subcontractor with the HSE Requirements and commitment to implementing mitigation action plans. Such inspections and audit may be carried out at any time from the Effective Date. The cost to carry out the inspection and audit shall be borne by the Purchaser.

LIFE SAVING RULES (LSR) REQUIREMENTS

- 34.7 The Supplier, Subcontractor and the Personnel carrying out the Supply in the Purchaser's premise / site shall comply with the Purchaser's LSR Requirements.

- 34.8 The Supplier shall ensure that its Personnel and Subcontractor shall inform themselves of and understand and comply with the LSR Requirements of the Purchaser.
- 34.9 No person who has previously violated LSR Requirements under any contract with the Purchaser or with any other company shall be allowed to carry out technical Supply at the Purchaser's premise / site. The Supplier shall not appoint any Subcontractor or Personnel who has previously violated the Purchaser's LSR Requirements under any contract with the Purchaser to carry out the technical Supply in the Purchaser's premise / site.
- 34.10 In the event of any breach and/or non-compliance to the LSR Requirements by the Supplier and/or Subcontractor and/or Personnel, the Purchaser shall reserve the right to stop the Supplier and/or Subcontractor and/or Personnel from carrying out the Supply and demand the immediate withdrawal of the Supplier and/or Subcontractor and/or Personnel from the Purchaser's premise / site. A thorough investigation will be carried out by the Purchaser to investigate the incident. Any cost incurred during the investigation period by the Purchaser including the delay in completing the Supply shall be borne by the Supplier.
- 34.11 Upon the occurrence of incident in Clause 34.10 above, the Supplier and/or Subcontractor and/or Personnel is subject to consequence management action by the Purchaser including but not limited to:
- i) the Personnel shall be blacklisted and shall not be allowed to carry out technical Works at Purchaser's premise / site for any contract with the Purchaser;
 - ii) revocation of the competency certificate of the Personnel issued by TNB;
 - iii) the Supplier and/or Subcontractor may be suspended from joining the Purchaser's future tender exercise for a period of six (6) months for the first breach and/or noncompliance of the LSR Requirements and five (5) years for the second breach and/or non-compliance of the LSR Requirements; and
 - iv) the director(s) of the company of the Supplier and/or Subcontractor may be suspended from joining the Purchaser's future tender exercise for a period of six (6) months for the first breach and/or non-compliance of the LSR Requirements and five (5) years for the second breach and/or non-compliance of the LSR Requirements.

35. RIGHT TO SET-OFF

The Purchaser's contractual, legal and equitable rights of set-off are maintained and can be exercised against any sum payable to the Supplier under the Contract or under any other Contract between the same parties and/or from the Performance Security.

36. ELECTRONIC SIGNATURE

The Parties agree that the Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on the Contract or such other documents shall be deemed to have the same legal effect as handwritten signatures.

37. ENTIRE CONTRACT

This Contract including all schedules hereto constitutes the entire Contract between the parties with respect to the matters contained herein, supersedes any and all previous contracts and understandings between the parties with respect to such matters and binds and ensures to the benefit of the parties, their successors and assigns.

END OF CLAUSES

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APPENDIX 1
HSE REQUIREMENTS
(PURCHASER TO PROVIDE THE HSE REQUIREMENTS)

APPENDIX 1

<i>HSE Requirements</i>

The Contractor is required to accept and follow the Client's HSE Guidelines (**HSEG01**) as provided below.

Notwithstanding the requirement under the Client's HSE Guidelines, if the Contractor's Personnel is required to be present at the Client's premise or the Client's office, the Contractor's Personnel must undergo COVID-19 testing, and the result from such testing must be shown to the Client to prove that the Contractor's Personnel is free from the COVID-19 virus prior to entry to the Client's premise or the Client's office.

Pursuant to the above, any cost in relation to the COVID-19 testing and the transportation cost incurred if the Contractor's Personnel is stationed offshore and required to undergo COVID-19 testing shall be borne by the Contractor solely.

HSE GP-01
TNB HSE GUIDELINES FOR CONTRACTORS

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Revision 2 (January 2018)

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1.0 PURPOSE

The purpose of this HSE Guidelines for Contractors is to ensure as far as is practicable the contractor and/or sub-contractor(s) adhere to the relevant HSE legislations and take responsibility for the HSE of all their employees and people directly or indirectly involved with the work.

2.0 INTRODUCTION

This Guideline has been prepared to ensure that contractors, sub-contractors and workers comply with the other relevant Malaysian statutory requirements and all relevant TENAGA NASIONAL BERHAD (TNB) HSE rules, circulars and procedures.

The contractor is to ensure that all matters relating to hazards and risks or environment impact at the workplace are identified and effectively controlled, before commencing of work on site. The contractor is also to ensure that all sub-contractor(s) comply with the above guidelines.

Any rules and regulations prepared and enforced by TNB in carrying out its daily business shall be adopted by the contractor who shall be responsible for ensuring that these instructions are seen and understood by the contractors' and subcontractors' employees on site.

The main contractor is deemed liable with regard to HSE matters to any sub- contractors employed by him even in the absence of any formal contract.

These HSE Guidelines for Contractors shall be included in tender documents sent to bidders and shall form as part of a formal contract between TNB and the contractor.

All contractors shall be informed at the early stage that their tender price is to include all expenses necessary to comply fully with the conditions specified in this HSE Guidelines for Contractors.

The contractor shall be liable for and shall indemnify TNB against any liability, loss, claim or proceedings whatsoever arising under any statute or common law on his part or on the part of his sub-contractor in respect of personal injury to or the death of any person whomsoever or damage to any property arising out of, in the course of or caused by carrying out the works, unless due to any act or neglect of TNB.

All clauses in this document are applicable. However, some clauses may be exempted, subject to the discretion by TNB.

3.0 DEFINITIONS

Some of the relevant definitions for terms or words used in this document are given in this section. All other definitions not mentioned here shall follow their said act and regulation.

“ACCIDENT” means an event that-

- a) Causes any person to be harmed; or
- b) In different circumstances, might have caused any person to be harmed.

“APPROVED” means certified by SIRIM or any other International accreditation bodies.

“CONTRACTOR” means a person engaged by TNB (otherwise than as an employer) to do any work for gain or reward.

“CONTRACTOR’S PERSONNEL” means workers and agents employed by the contractor or sub-contractor to do work for gain or reward.

“HARM” means illness, injury or both and “to harm”, “harmed” and “unharm” have corresponding meanings.

“HAZARD” means an activity; arrangement, circumstance, event, occurrence, phenomenon, process, situation or substance (whether arising or caused within or outside a place of work) that is an actual or potential cause of harm; and “hazardous” has a corresponding meaning.

“MACHINERY” means an engine, motor, or other appliance that provides mechanical energy derived from compressed air, the combustion of fuel, electricity, gas, gaseous products, steam, water, wind or any other source and includes: -

- (a) Any plant by or to which the motion of any machinery is transmitted; and
- (b) A lifting machine, a lifting vehicle, a machine whose motive power is wholly or partly generated by the human body and tractor.

“OCCUPATIONAL HEALTH” means any illness/sickness arising from the workplace or work activities.

“PLANT” includes-

- (a) Appliance, equipment, fitting, furniture, implement, machine, machinery, tools and vehicle.
- (b) Part of any plant, the controls of any plant and anything connected to any plant.

“PRACTICABLE” means practicable with regard to –

- (a) The severity of the hazard or risk in question;

- (b) The state of knowledge about hazard or risk and any way of removing or mitigating the hazard or risk;
- (c) The availability and suitability of ways to remove or mitigate the hazard or risk; and
- (d) The cost of removing or mitigating the hazard or risk;

“RISK” means the chance of something happening that will have an impact upon the objectives. It can also mean the uncertainty of outcome, within a range of potential exposures, arising from a combination of the impact and probability of potential events.

“SAFE” means -

- (a) Not exposed to any hazards in relation to a person; and
- (b) Free from hazards in every other case, and “unsafe” and “safe” have corresponding meanings.

“SUB-CONTRACTOR” means any person engaged (otherwise than as an employee) by any contractor or sub-contractor to do for gain or reward any work the contractor or sub-contractor has been engaged (as contractor or sub- contractor) to do.

“SITE” means –

- (a) The whole of an area of land under the control of a manufacturer and includes a pier, jetty or similar structures, whether floating on water or otherwise; or
- (b) A structure, whether floating on water or otherwise, which is under the control of a manufacturer.

“TNB” means Tenaga Nasional Berhad

“NTSP” means NIOSH Tenaga Safety Passport – training provided by NIOSH

“TSP” means Tenaga Safety Passport – training provided by ILSAS

4.0 GENERAL RULES AND REGULATIONS

In carrying out the contract, contractors shall comply with all relevant Malaysian/International Acts, Regulations, Statutory Requirements and TNB Safety Rules & Procedure, which shall include but not limited to the following:

- (a) Occupational Safety and Health Act (OSHA) 1994 and Regulations made under the Act.
- (b) Electricity Supply Act 1990 and Regulations made under the Act.
- (c) Factories and Machinery Act 1967 and Regulations made under the Act.
- (d) Lembaga Pembangunan Industri Pembinaan Malaysia Act 1994.
- (e) Environmental Quality Act 1974 and Regulations made under the Act.
- (f) Fire Services Act 1984.
- (g) Radioactive Substances Act 1968.
- (h) Atomic Energy Licensing Act 1989.
- (i) Uniform Buildings by Laws 1983.
- (j) Employees Social Security Act 1969 (Act 4) and Regulations made under the Act.
- (k) Road and Transport Act 1958.
- (l) Employment Act 1955 (Act 265). (m) Relevant TNB Safety Rules & Regulations.

5.0 CONTRACTOR'S RESPONSIBILITY

5.1 *Safety, Health and Environment Policy*

Contractors are required to have updated Safety, Health and Environment Policy Statement at workplace. The policy must be displayed at strategic locations in the work area to ensure workers understand the policy.

5.2 *HIRARC/JSA/Method Statement*

Contractors shall provide HIRARC/JSA/Method Statement for all activities at worksite. HIRARC/JSA/Method Statement shall be kept at worksite and referred when conducting works. HIRARC shall be developed in accordance with DOSH Guidelines for Hazard Identification, Risk Assessment and Risk Control (HIRARC) 2008.

5.3 *HSE Training for Contractors' Employees*

Contractors shall ensure that all their employees and workers have attended Safety Induction programme before commencing work within TNB premises. There are 2 types of Safety Induction programmes required for all Contractor's employees and workers:

i) *NIOSH TNB Safety Passport (NTSP)/TENAGA safety passport(TSP)*

All of the Contractors' workers including their sub-contractors, vendors, specialists or any other personnel engaged by them shall attend the NTSP/TSP training programme and obtain a valid NTSP/TSP card. All costs pertaining to NTSP/TSP training shall be borne by the Contractor.

However, NTSP/TSP is exempted to certain personnel on site under the following conditions:

- (a) Low risk activities – to be identified by TNB Representatives.
- (b) Regulatory bodies – automatic exemption upon identity verification.
- (c) Foreign Specialists/Vendors working with the Contractor on ad-hoc basis – granted on case-to-case basis upon request in writing to the contract owner or TNB representative.

ii) *CIDB – Green Card.*

All of the contractors' workers including their sub-contractors, specialists or any other personnel engaged by them in the engineering construction area shall possess valid CIDB Green Cards as required under Section 33 Lembaga Pembangunan Industri Pembinaan Malaysia 1994 Act (Act 520). The validity of the CIDB Green Card is three

(3) years from the date of certification. All costs incurred in obtaining the CIDB green Card shall be borne by the contractor.

5.4 *HSE Promotion*

The contractor shall issue regular HSE reminders in the form of fliers, posters, banners, notices, safety suggestion box scheme, video presentation etc. to instil HSE awareness amongst workers.

5.5 HSE Site Meeting

HSE matters shall be included in the project kick off meeting held prior to commencing of work if required by TNB. The contractor shall ensure that his workers are to be reminded on current HSE issues daily prior to starting work.

A regular site meeting shall be conducted at a frequency to be determined by TNB. The following site meetings shall be conducted on regular basis:

- (a) Work progress meeting with priority on HSE issues
- (b) Weekly progress meeting shall include HSE issues.
- (c) Joint HSE Committee meeting.

5.6 Contractor to Conform with Laws etc.

The Responsibility of the contractor is not only to ensure the safety and health of his employees but also the duty is extended to the safety and health of his sub-contractor by abiding to the laws, statutory regulations and TNB rules and regulations.

Under Section 15 of the Occupational Safety and Health Act (OSHA) 1994, it is the duty of every employer and every self-employed person to ensure, so far as is practicable, the safety, health and welfare at work of all his employees.

The contractor shall ensure at all times that his sub-contractor is informed of, understands and adheres to all laws, statutory regulations and TNB rules and regulations relating to HSE.

The contractor and his sub-contractors shall take action to be fully informed and made themselves aware of their responsibilities and liabilities as covered in the conditions of contracts.

5.7 Contractor's Liability

All expenses with respect to HSE shall be fully borne by the contractor.

Any penalty due to negligence and/or omission of the said acts and regulations shall be indefinite and will be liable to the contractor.

Any interruption and delays to work due to fatalities, accidents, injuries, and/or near miss accidents involving contractors and/or sub-contractors and/or their workers where the investigation process is carried out or stop work orders issued by a TNB or the authorities; all such costs are to be fully borne by the contractor without prejudice.

5.8 Competency Requirements

Contractors shall ensure their workers and sub- contractors workers shall have valid competency certificates for works or services as stipulated by the law or TNB/TNB- required competency certification such as, but not limited to:

- (a) EC Competent Person e.g. Wireman, Cable Jointer, Chargeman
- (b) Internal Combustion Engine (ICE)
- (c) Safety and Health Officer (SHO)

- (d) Site Safety Supervisor (SSS)
- (e) Scaffolding Competent Person
- (f) Mobile / Crawler Crane Operator Competent Person
- (g) Authorised Gas Tester for Confined Space
- (h) High Pressure Welders
- (i) Radiation Protection Officer (RPO)
- (j) Others as defined by the law or TNB from time to time

6.0 LIFE SAVING RULES

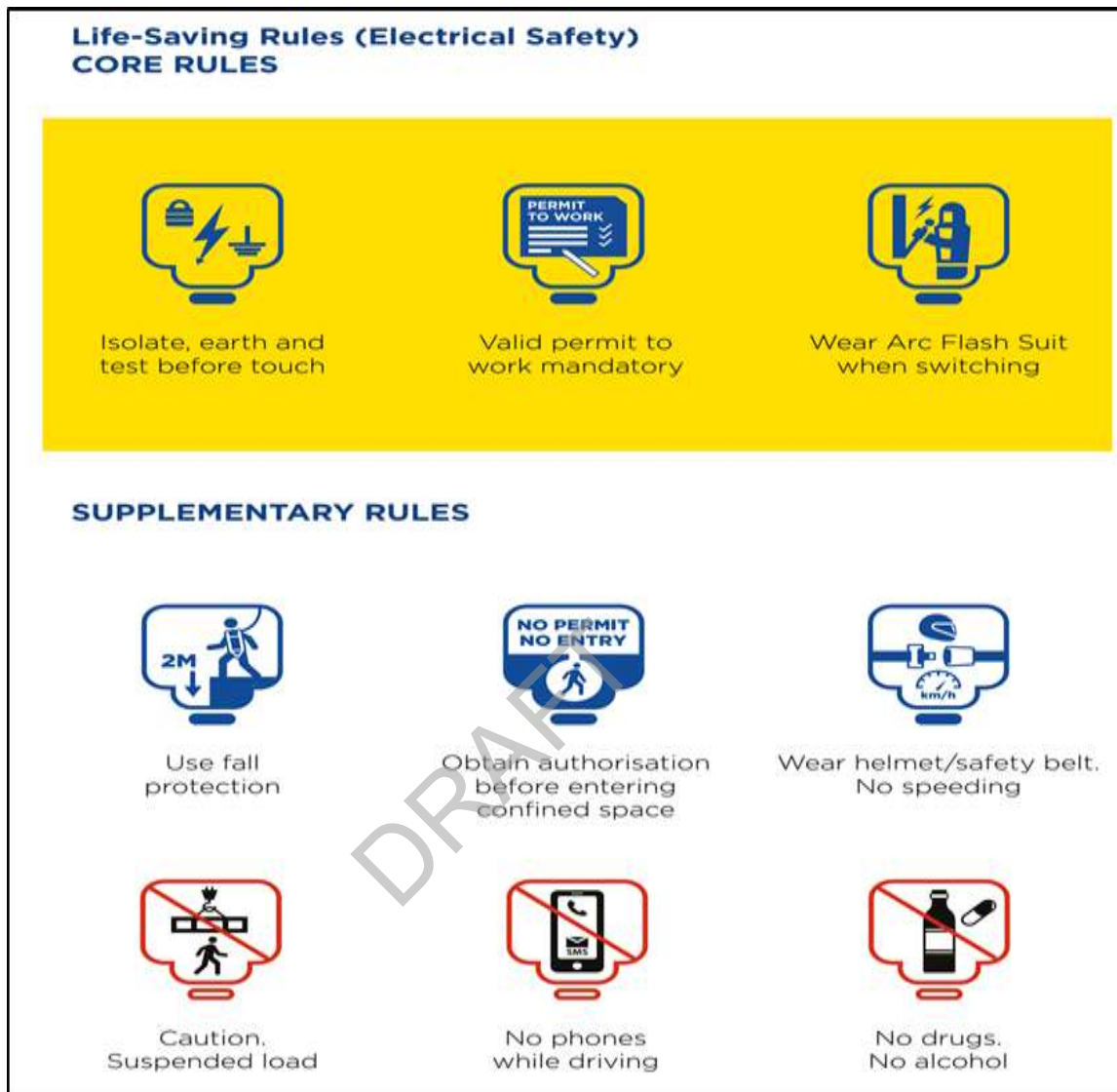
Life Saving Rules are a set of nine (9) rules specifically designed and given special status because they are essential in preventing fatal accidents. Failure to comply with Life Saving Rules will result in serious penalties including termination of contract and blacklisting of board of directors.

6.1 *Life Saving Rules*

LSR contains nine (9) rules. These rules are divided into 2 categories:

- a) Core Rules
 - b) Supplementary Rules
- a) Core Rules**
1. Isolate, earth and test before touch
 2. Valid permit to work mandatory.
 3. Wear Arc Flash Suit when switching.
- b) *Supplementary Rules***
1. Use fall protection.
 2. Obtain authorisation before entering confined space.
 3. Wear helmet/safety belt. No speeding.
 4. No phones while driving.
 5. Caution. Suspended load.
 6. No drugs. No alcohol

Please refer table 1 below:



7.0 CONTROL AND SUPERVISION OF HEALTH AND SAFETY AT WORK

7.1 Contractor's Representative

The contractor shall nominate a representative(s) to be in charge and to co-ordinate the work with TNB personnel at the worksite. The representative(s) shall remain at the worksite at all times to supervise the scope of work awarded to the contractor.

7.2 Safety and Health Committee

Every contractor employing 40 personnel or more shall set up his own Safety and Health Committee as per requirement under Section 30 of Occupational Safety and Health Act 1994. Safety and Health Committee meetings shall be conducted not less than once in three months with TNB personnel to discuss the HSE issues of the

contractor's workers on site as per requirement under Occupational Safety and Health (Safety and Health Committee) Regulations.

The functions of such a committee are as follows:

- (a) To advise the contractor on his guidelines to meet the provisions of the relevant laws on HSE.
- (b) To enforce the implementation of the HSE requirements.
- (c) To promote safe work practices.
- (d) To investigate accident cases and recommend preventive measures.

7.3 Safety and Health Officer

If a contract is worth more than RM20 million, the contractor shall provide a full time DOSH registered Safety and Health Officer (SHO) at the construction site as per Occupational Safety and Health (Safety and Health Officer) Order 1997. The duties of SHO are stipulated under Part V of OSH (SHO) Regulations 1997.

The SHO shall submit monthly formal reports for all incidents and activities on site.

The SHO shall sit in a Joint Safety and Health Committee set up by TNB at the worksite.

In the event that the contractor employs less than 40 employees or the contract is worth less than RM20 million, TNB reserves the right to request the contractor the following:

- (a) To appoint a full time Safety and Health Officer (SHO) and/or
- (b) To appoint a Site Safety Supervisor and/or
- (c) To set up a Safety and Health Committee and/or
- (d) To jointly set up a Safety and Health Committee with TNB and/or
- (e) To attend TNB Safety and Health Committee meetings.

7.4 Incident Notification and Reporting

The contractor shall immediately inform in writing the following incidents to TNB:

- (a) Accidents
- (b) Dangerous Occurrences
- (c) Fire
- (d) Occupational Diseases/ poisoning
- (e) Near misses
- (f) Property Damage
- (g) Environmental pollution

Contractors SHO with specific work site responsible for notifying work related accident to Department of Occupational Safety and Health (DOSH) as required under Occupational Safety and Health (Notification of Accident, Dangerous Occurrences Occupational Diseases, Occupational Poisoning) Regulations, 2004. Report shall also be made to other relevant authorities such as Energy Commission, Police, Fire and Rescue Department (BOMBA), Department of Environment (DOE), Social Security Organisation (SOC SO), where applicable.

A detailed preliminary report shall be submitted to TNB within 24 hours after the incident. The contractor shall submit a full report within 5 days.

In the case of any fatal accident, major fire or disaster, the contractor shall immediately activate his Emergency Response Plan.

7.5 Auditing of Contractor's HSE Management Programs

Regular auditing of Contractor's and Sub-contractor's HSE Management programs will be carried out by TNB Safety Representatives. The contractor and his workers shall familiarise themselves with the TNB HSE Management System used by TNB in managing HSE at the workplace.

8.0 EMPLOYMENT

The contractor shall be responsible for arranging whatever documents deemed necessary for the entry and residence of employees that may be required to work in Malaysia for the purpose of the contract. The contractor shall be responsible for ensuring that all his employees comply with the Employment Act 1955.

The contractor is to fulfil all his obligations in respect with site office accommodation, medical facilities for all personnel in his employment, in accordance with the responsibility imposed on him, or all necessary requirements to ensure satisfactory execution of the contract. He shall also comply with the requirements of The Employment Act 1955 and all other Statutory Regulations.

The contractor shall be responsible for the discipline and on site safety of all personnel employed by him.

9.0 SECURITY MEASURES

9.1 Security Guard

Where applicable, the contractor shall engage security guard with a licensed security company. All requirements by the Ministry of Internal Affairs with regard to security matters must be complied with at all times.

A proper guard house is to be provided if required. The guard house shall be equipped with basic facilities such as water, power supply, communication system, toilet, etc.

9.2 Workers Identification and Passes

All personnel shall have valid security passes issued by TNB at all times and to produce them upon request. The passes are to be surrendered to TNB by upon completion of the work. Otherwise, the contractor shall be penalized.

The contractor is to observe TNB security requirements at all times.

For the purpose of issuing passes, the contractor is required to submit the following particulars original & photo copy of all workers under his employment (including sub- contractors) in advance prior to work commencement:

- (a) Full name,
- (b) NRIC number (for citizen), or a valid passport number and a valid work permit number (for non-citizen)
- (c) Date of birth,
- (d) Current residential address and reachable phone number (if available),
- (e) Profession (or trade)

9.3 Entry and Exit

All workers and their vehicles shall be subjected to 100% security checks by security personnel upon entry within the premises and upon leaving the premises. A dedicated log book shall be made available to record such movements as required under Section 34E Lembaga Pembangunan Industri Pembinaan Malaysia 1994 Act (Act 520).

10.0 USE OF MOTOR VEHICLES

- (a) All vehicles shall be driven carefully within site compounds and abide all speed limits set by site office.
- (b) Vehicles are only allowed entry for delivery of equipment or materials and should not be parked in a construction compound or obstruct any fire-fighting equipment.
- (c) All vehicles used for construction work shall be safe to use and shall be in good working condition. When not in use, it must be parked in a reverse position at all times.
- (d) The contractor shall ensure their workers fasten seat belt while driving or wearing helmet while riding at TNB compound.
- (e) Parking of contractor's vehicle should be at a proper and safe designated area only.

11.0 HOARDING & FENCING

The Contractor shall ensure that proper hoarding and fencing/barricade are erected before commencement of site work when requested by TNB. Adequate perimeter lighting for patrolling purposes shall also be provided.

The conditions of the hoarding and fencing must be regularly monitored.

12.0 HANDLING AND MOBILIZATION OF TOOLS AND EQUIPMENT

- (a) All equipment brought to site shall comply with the Part XVI of Factories and Machinery Act (Building Operations and Works of Engineering Construction) Safety Regulations 1986.
- (b) The contractor shall declare all tools and equipment to be brought to site. Only the declared items shall be taken out of site later.
- (c) The equipment, tools or materials allowed by TNB supervisor shall undergo security checks upon entering and leaving the site.
- (d) The contractor shall bring his own equipment and be responsible for them. TNB shall not be liable for any loss or damage to the contractor's equipment kept within TNB premises.
- (e) All equipment shall be in safe and good working condition. TNB reserves the right to inspect and reject them if found unsafe.
- (f) Materials, machinery or tools, etc. belonging to TNB shall be declared to Site Managers before being taken out from TNB premises or for storage purposes by the contractor.
- (g) The contractor is not allowed to operate or tamper with any equipment or apparatus belonging to TNB without prior consent.

13.0 HOUSEKEEPING

Good housekeeping improves the working environment. Pleasant working conditions will motivate workers for greater efficiency and productivity.

13.1 *Storage of Materials*

- (a) The contractor shall bear all costs with regard to storage facilities, unloading and storage of materials.

- (b) The contractor shall provide security and protection for their materials. TNB shall not be responsible for any loss and damage to these items.
- (c) The contractor shall be responsible for the security and safety of equipment & materials stored at site.
- (d) All materials shall be stored or stacked in a safe and orderly manner so as not to obstruct any passageway or place of work.
- (e) Material piles shall be stored or stacked in such a manner as to ensure stability.
- (f) Materials or equipment shall not be stored upon any floor or platform in such quantity as to exceed its safe carrying capacity, materials or equipment shall not be stored or placed so close to any edge of a floor or platform as to endanger a person below.
- (g) The contractor must ensure that all paints and thinner are to be issued in small quantities at the worksite. Such materials must be removed and kept under proper storage after the day's work.

13.2 Debris Clearance

The contractor shall remove all rubbish regularly. Debris or unwanted material from the worksite shall be removed by a method which will not endanger a person.

13.3 Prevention of Stagnant Water

- (a) The contractor shall keep the whole worksite well drained throughout the contract period and shall ensure that all work is carried out in a dry condition.
- (b) The contractor shall pump out excessive surface water from the worksite when construction is in progress.
- (c) The worksite shall be free from potential mosquito breeding at all times. Should there be any occurrence of cases of mosquito or pest borne diseases, the contractor is responsible for taking the necessary actions to remedy the situation immediately (by pest control e.g. fogging).

14.0 WORKSITE FACILITIES

14.1 Hygiene & Other Facilities

- (a) The contractor shall provide and maintain clean and hygienic washroom facilities including mobile toilet, if the duration of the contract exceeds 1 month and/or staff exceed 15 people.

- (b) If the station/site is to provide washroom facilities, the contractor is required to contribute to the repair and maintenance of the facility.
- (c) Sufficient clean drinking water supply shall be provided by the contractor his workers.

14.2 Canteen Facility

- (a) No food or drinks shall be consumed in any working area. The contractor is required to make his own arrangement in catering for the needs of his workers.
- (b) Alcoholic drinks and dangerous drugs are strictly prohibited on construction premises. Possession of such items constitutes an offence and is liable to prosecution.
- (c) The TNB canteen may be made available to the contractor's personnel with prior permission from TNB station /site office.
- (d) The contractor shall ensure that his workers are reasonably clean when entering the station or site canteen.
- (e) The contractor shall provide a proper canteen if necessary, based on the project period.

14.3 Resting Area

The contractor shall provide a suitable and safe shaded area for his workers for them to rest during breaks.

14.4 Surau

The TNB Surau may be made available for Muslim personnel for prayers. Neither sleeping nor loitering is allowed and cleanliness of the place is to be made a priority at all times.

14.5 First Aid Facilities

The contractor shall provide sufficient First Aid Facilities or a clinic including trained first aid personnel for his workers in accordance to regulation 38 of Factory & Machinery (Safety Health & Welfare) Regulation 1970.

15.0 PERMIT TO WORK (PTW)

- (a) There are various types of permit issued to contractors which include but not limited to the following:
 - i. Hot Work Permit
 - ii. Electrical Work Permit
 - iii. Confined Space Work Permit

- iv. Mechanical Work Permit
- v. Other additional Permit (e.g Scaffolding, Excavation, WAH etc)
- (b) The contractor shall nominate a competent person for purposes of receiving PTW from station or construction site.
- (c) The request for such PTW shall comply with TNB internal manual, procedures and guidelines.
- (d) The contractor shall hold a valid PTW at site all times for the duration of the work, and shall produce it whenever requested by TNB personnel.

15.1 Hot Work Permit

- (a) The contractor shall apply “Hot Work Permit” from TNB Authorized Person prior to carrying out any hot work including, welding, flame cutting, brazing or any operations or processes that utilise or generate heat.
- (b) The contractor shall comply with all safety precautions specified in the “Hot Work Permit” issued to him.
- (c) The contractor shall display conspicuously the “Hot Work Permit” at the worksite throughout the duration of the work. It shall be returned to TNB representative after the job has been completed.

15.2 Electrical / Mechanical Work Permit

- (a) The contractor shall apply for a “Electrical Work Permit” prior to working on any electrical installations and ‘Permit Menjalankan Kerja’ for a non electrical work such as civil work, maintenance work etc.
- (b) The contractor shall comply with all safety and environment precautions specified in the “Permit for Electrical Work” issued to him.
- (c) The contractor shall display conspicuously the “Work Permit” at the worksite throughout the duration of the work. It shall be returned to TNB representative after the job has been completed.

15.3 Confined Space Work Permit

- (a) The contractor shall apply for a “Permit for Entry into Confined Spaces” prior to carrying out work within confined spaces including, fuel tanks, water tanks, chilled water tanks, boilers, dryers, cylinders, underground tanks and any other places deemed necessary by TNB/TNB.
- (b) The contractor shall comply with all HSE requirements as specified in the DOSH industrial code of practices for working in confined spaces 2010.

- (c) The contractor shall display conspicuously the “Permit for Entry into Confined Spaces” at the worksite throughout the duration of the work. It shall be returned to TNB representative after the job has been completed.

16.0 ELECTRICAL SAFETY

- (a) The contractors shall make themselves thoroughly conversant and conform with the Electricity Supply Act 1990, Electricity Regulations 1994, IEE Wiring Regulation and TNB Electrical Safety Rules governing any work they may have to undertake in any electrical installation or system. The work must be carried out by only competent personnel.
- (b) In the case of temporary electrical facilities, TNB may demand for additional safety precautions by the contractor in order to prevent accidents. TNB personnel may conduct spot checks on temporary electrical facilities and any dangerous items found may be confiscated.
- (c) The contractor shall inform TNB representatives in advance of any site power supply requirements. Taking electrical supply from any outlet without prior approval of TNB is strictly prohibited.
- (d) For work in confined spaces, the power supply for inspection lamps and lightings shall be 24 volts and below.
- (e) All electrical faults should be reported immediately to any TNB appointed representatives.
- (f) The contractor shall use only approved non-conductive ladders for any electrical work at site.

17.0 EMERGENCY RESPONSE PLAN (ERP)

- (a) The contractor shall prepare and submit his ERP to TNB. The ERP shall include the name of the person who is responsible for safety on site and off site and the names of those who are authorised to take action pursuant to the plan in the event of emergency.
- (b) ERP shall be constantly updated to take into account any changes of activities and the contractor shall inform all the affected parties of its relevant provisions. In an emergency e.g., fire or explosion, immediate evacuation is necessary. Any accident at worksite shall be reported immediately to TNB.
- (c) The contractor and all his personnel shall be responsible for all reasonable precautions during and outside normal working hours to prevent any possible outbreak of fire.
- (d) The contractor shall provide adequate fire-fighting and emergencies equipment in his

office, site storage and own work areas. The contractor shall also ensure that his personnel are fully trained in the use of the fire- fighting and emergencies equipment.

- (e) In the event of an outbreak of fire at site, the contractor and all of his personnel shall assist in fighting such a fire. The contractor shall acquaint all his personnel together with any sub-contractor with the fire-fighting guidelines.
- (f) Evacuation drills and emergencies drills shall be carried out regularly.
- (g) Fire-fighting procedures, safety measures and contingency plans for fire- fighting shall be established and displayed in strategic locations.

18.0 FIRE PREVENTION

- (a) Hot Work Permit shall be obtained before starting any work that involves the use of local ignition source capable of igniting flammable and combustible materials.
- (b) Smoking is strictly prohibited in work areas and allowed in designated areas only.
- (c) Where flammable and combustible liquids, vapours, chemical, gases and the like are stored or handled, personnel shall be prohibited from carrying matches, lighters and other spark-producing devices.
- (d) The contractor shall not defeat existing fire fighting system in a building or at the worksite during work.
- (e) Contractor's Fire-fighting equipment (if any) shall be checked regularly to ensure that they are ready to be used during any emergency. The contractor must ensure that each designated personnel is proficient in the method of handling fire-fighting equipment installed at the area or station where he works.
- (f) All firefighting installations shall be regularly tested. Any defect shall be immediately attended to. All fires shall be reported and investigated.

19.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- (a) The contractor shall comply with TNB PPE Policy & Guidelines at all times. Contractors shall provide appropriate, suitable and proper working attire for all his workers. Attire such as short pants, sleeveless shirts, torn jeans and slippers, are not allowed to be worn at site.
- (b) The contractor shall supply appropriate PPE to his workers and visitors at site.
- (c) It is the responsibility of the contractor to ensure that his personnel wear PPE at all times. The purpose is to reduce any risks to their safety and health.

- (d) The contractor shall conduct regular inspections on all PPE.
- (e) Workers without PPE and not wearing proper attire shall be barred from entering the site and ordered to leave at once.

19.1 *Head Protection*

- (a) The contractor shall provide hard hats to his workers and ensure they are worn by all parties engaged in the construction and maintenance work or in a designated hard hat area where hazards from falling, flying or fixed objects or/and electrical shock are present.
- (b) All person who are performing any work or services in a construction worksite shall where safety helmets as required by Regulation 24 Factories and Machinery (Building Operations and Works of Engineering Construction) (Safety) Regulation 1986.
- (c) The hard hat shall not be modified to accommodate use with other hats.
- (d) The hard hat shall not be painted.

19.2 *Eye and Face Protection*

The contractor's personnel shall wear suitable and approved eye and face protection equipment as required by Regulation 13 Factories and Machinery (Building Operations and Works Of Engineering Construction) (Safety) Regulation 1986 when carrying out any of the processes or operations but not limited to the work specified below: -

- (a) Cleaning by high water pressure jets,
- (b) Striking masonry nails (by hand or power tool),
- (c) Work using a hand-held cartridge tool,
- (d) All work on metal involving the use of a chisel, punch or similar tool by means of a hammer or power tool,
- (e) The chipping of paint, scale, slag, rust or corrosion from metal and other hard surfaces by a hand or power tool,
- (f) Driving in or on of bolts, pins or collars to structure or plant by a hammer, chisel, punch or portable hand tool,
- (g) Shot cleaning of buildings or structures,
- (h) Shot blasting of concrete,
- (i) The use of power driven high speed metal cutting saws, abrasive cutting-off wheels or discs,
- (j) Injection by pressure of liquids into buildings or structures which could result in eye injury,
- (k) Breaking up of metal by a hand or power driven hammer or tup,
- (l) Breaking, cutting, dressing, carving or drilling by a hand or portable power tool of any of the following: -
- (m) Glass, hard plastics, concrete, fired clay, plaster, slag or stone or similar materials or articles consisting wholly or partly of them
- (n) Bricks, tiles or blocks of brickwork, stonework or block work (except wooden blocks)

- (o) Use of compressed air to remove swarf, dust, dirt or other particles,
- (p) Coiling wire and similar operations where there is a risk of eye injury,
- (q) Cutting wire or metal straps under tension,
- (r) Oxy-gas welding,
- (s) Hot cutting, boring, cleaning, surface conditioning or spraying of metal by an air-gas or oxy gas burner,
- (t) Instruments such as lasers which produce light radiation which can cause eye injury,
- (u) Truing or dressing abrasive wheels,
- (v) Dry grinding of materials by applying them by hand to wheel, disc or band or by applying a power driven portable grinding tool to them,
- (w) Machining of metals including any dry grinding process not elsewhere specified,
- (x) Electric resistance and submerged electric arc welding or metals,
- (y) Any other processes or operations as may be specified by TNB.

19.3 *Hearing Protection*

The contractor's workers shall wear a suitable and approved ear protectors as required by Factories And Machinery (Noise Exposure) Regulation 1989 when carrying out work in work area where the noise level exceeds 85 dB(A) and in zones where the wearing of such equipment is mandatory.

19.4 *Respiratory Protection*

The contractor's workers shall wear suitable and approved respiratory equipment as required by Regulation 14 Factories and Machinery (Building Operations and Works Of Engineering Construction) (Safety) Regulation 1986 when carrying out any processes or operations but not limited to the following: -

- (a) Fogging of premises
- (b) Space and tent fumigation
- (c) Spray painting
- (d) Grit blasting
- (e) Work which generates dust, vapours, fumes, gases and irritants that is injurious to health.

19.5 *Body Protection*

The contractor shall ensure that body protection is equipped and worn by all parties while performing work where they may be exposed to hazards such as electrical flash over, fall from height, injuries, fire radiation and chemical burn.

- (a) *Safety harness*

For workers working at a height of more than 2 metres which makes them liable to fall, an approved safety harness and accessory shall be provided and worn to ensure his/her safety,

- (b) *Fall Arrest System*

A fall arrest system is required if a worker could fall from an elevated position. The fall arrest system should be used anytime at a working height of 2 metres or more is reached. A working

height is the distance from the walking/working surface to a lower level. The full arrest system and accessories shall be provided but not limited to as specified below:-

- i) Full Body Harness
- ii) Safety Helmet for working at height
- iii) Double Lanyard
- iv) Safety Line (Rope with accessories)
- v) Mobile Fall Arrest

(c) *Reflective vest and traffic kits*

Workers exposed to traffic hazards while working on the road or at worksite shall be provided with a reflective vest and a traffic safety kit (safety sign, safety triangle, cone, blinker light and baton) to indicate a person working in the area.

(d) *Protective clothing*

Workers who are exposed to wet condition, corrosive or harmful substances shall be provided with water proof protective suit, hood, apron, leggings, gloves and other protective wear suitable to the nature of the substances and the risks involved as required by Regulation 15 Factories and Machinery (Building Operations and Works Of Engineering Construction) (Safety) Regulation 1986.

19.6 Hand Protection

The contractor's workers shall wear suitable and approved hand protection equipment when carrying out any processes or operations but not limited to as specified below: -

- (a) Handling sharp objects,
- (b) Handling acids, alkalis or other corrosive liquids,
- (c) Handling pesticides or other toxic substances,
- (d) Handling hot objects,
- (e) Handling cold objects,
- (f) When dealing with works that may cause electrical shock.

19.7 Foot Protection

The contractor's workers shall wear safety shoes suitable for the work carried out such as but not limited to the following:-

- a) Steel toe-cap shoes when handling medium to heavy loads,
- b) Rubber-soled shoes when working with electricity.

- c) Anti-static shoes when working in areas that may contain flammable vapours in the atmosphere,
- d) Normal shoes when carrying out activities other than activities mentioned above.

20.0 NOISE CONTROL

- (a) The Contractor shall comply with the requirement stipulated under Factories and Machinery (Noise Exposure) Regulations 1989.
- (b) The Contractor shall ensure that the noise level for equipment brought into the site is under 90dBA.
- (c) Employees working in an environment exposed to a noise level equivalent to or exceeding 85 dB(A) shall wear an approved hearing protection.

21.0 SIGNAGE, NOTIFICATION AND BARRIERS

- (a) The Contractor shall comply with the Malaysian Standard MS 981 for colour coding wherever applicable.
- (b) Standard Symbolic safety signs and notices shall be prominently displayed at the required/designated areas e.g. labeling of hazardous substances, PPE, traffic signs, live conductors, etc.
- (c) Proper non-conductive barrier with signage shall be used to separate electrical live area and construction area.
- (d) Designated areas with instructions such as Wear Hard Hat, Wear Safety Shoes, Wear Ear Muff, No Smoking, and No Flame etc. must be strictly followed.

22.0 CONTRACTOR'S EQUIPMENT

- (a) The contractor is responsible for ensuring that all equipment brought to site are in good and safe working conditions and comply with all relevant legislations.
- (b) All lifting equipment brought to site shall be in a safe and good working condition. TNB reserves the right to inspect and reject them if found unsafe.

22.1 *Lifting Gear*

- (a) All lifting machineries which are covered by the provision under Section 19 Factories and Machinery Act shall have PMA registration number and valid Certificate of Fitness issued by the Department of Occupational Safety and Health (DOSH).
- (b) Lifting equipment shall never be overloaded. Lifting equipment shall be marked with a

Safe Working Load (SWL) which must not be exceeded, except for obligatory Overload Test as prescribed by DOSH regulations. All accessories e.g. wire rope, chain, safety latch, hook etc shall be in good and safe working condition.

- (c) The Contractor shall ensure that only trained and/ or competent persons are allowed to operate cranes, fork lifts and other lifting gears.

22.2 Generator Set

- (a) All generator sets which are covered by the provision under Electricity Supply Act, 1990 or Environmental Quality Act 1994 shall have valid Certificate of Operation issued by the Energy Commission or DOE respectively.
- (b) The generator set operators which are covered by the provision under the Factories and Machinery Act shall have valid ICE certification from the Department of Occupational Safety and Health (DOSH).

22.3 Air Compressor

All air compressors pressure vessel which are covered by the provision under Section 19 Factories and Machinery Act shall have PMT registration number and valid Certificate of Fitness issued by Department of Occupational Safety and Health (DOSH).

23.0 WORKING ENVIRONMENT

23.1 Area of work

- (a) The TNB Management shall decide and gazette all working areas for contractors if required.
- (b) The contractor shall be responsible for the safety within his working area. Before the commencement of work, approved barriers/ hoarding (if required) and safety signboards shall be erected and prominently displayed.
- (c) Horseplay, loitering and straying from assigned place of work are prohibited.
- (d) The contractor's workers shall not encroach outside the gazette area without prior written permission from TNB.
- (e) The contractor shall make the area safe at all times as not to endanger public safety.

23.2 Confined Space Entry

- a) A special permit shall be obtained from the station for work in confined spaces such as vessels, boilers, tanks, condensers, culverts, duct, stack, pipelines, sewers, tunnels, excavation pit, and joint pit more than 1.5 metres and underground chambers.

- b) The procedure and guidelines for entering confined spaces shall be in accordance to DOSH Industrial Code Of Practice for working in confined space 2010.
- c) Persons entering a confined space shall wear a safety harness with a rope securely fastened, and the free end of the rope must be held by a standby person who can pull him out in an emergency. Both must undergo health checks and certified to be medically fit prior to entry.
- d) Effective steps shall be taken to prevent risk of flooding. The means of escape shall be provided for all persons likely to be endangered in the event of flooding.
- e) Forced ventilation shall be provided if natural ventilation is inadequate.

23.3 *Working at Heights*

- (a) Appropriate and approved safety harness (such as full body harness and half body harness) must be worn when working 2 metres or more above the ground.
- (b) Safety nets shall be erected to protect workers from falling and also to protect people below from any falling objects.
- (c) Gondolas shall have PMA registration number and valid Certificate of Fitness issued by the Department of Occupational Safety and Health (DOSH).
- (d) Ladders shall be of approved type, adequate strength and in a good working condition. Every ladder shall be securely fixed to prevent it from moving or endangering workers.
- (e) The person required to work at heights should be directly supervise by the one who has undergone the required training (WAH) conducted by TNB Integrated Learning Solution (ILSAS), National Institute Of Occupational Safety and Health (NIOSH) or other certified training providers.

23.4 *Scaffolding*

- (a) Scaffoldings shall be approved type and must be in accordance to Part X of Factories and Machinery (Building Operations and Works of Engineering Construction) (Safety) Regulations 1986. Workers shall not work on scaffolding installed outdoors during a storm or strong winds.
- (b) Scaffolding requirements shall include but not limited to the following:
 - i) Every scaffold and every part thereof shall be in good construction, of suitable and sound material and of adequate strength for the purpose for which it is used.
 - ii) Every scaffold shall be properly maintained and every part thereof shall be kept so fixed, secured or placed in position as to prevent, as far as practicable,

accidental displacement.

- iii) Every scaffold more than 3 metres shall be erected or be substantially altered or be dismantled under the direct supervision of a scaffold competent person. (Ref: DOSH Guidelines for Approval of design scaffolding 2016)
- iv) Every scaffold shall be securely supported or suspended and, where necessary, sufficiently and properly braced to ensure stability.
- v) All structures and appliances used as support for scaffold and working platform shall be of sound construction, have a firm footing or be firmly supported and shall, where necessary, be sufficiently and properly braced to ensure stability.

23.5 *Working Over or Near Water*

- (a) The contractor is responsible for ensuring that special precautions are taken to avoid loss of lives due to drowning when working over or near water as required by Regulation 7 of Factories and Machineries (Building Operations and Works of Engineering Construction) (Safety) Regulations 1986.
- (b) The contractor shall ensure that the C.W. Pump house, water tanks, etc. shall not cause any person to fall into the water. Working platform must be properly constructed and secured.
- (c) Hard Barricade (Fence, barriers) shall be erected at all edges where there is a risk of people falling into the water. Personal buoyancy aids must be worn when there is a risk of drowning and rescue equipment must always be ready and available as appropriate.
- (d) Life Jacket inclusive of accessories shall be worn where necessary.

23.6 *Working at Night or Near Traffic Passageway*

- (a) The contractor shall provide adequate facility to work at night but not limited to the following: -
 - i) Lighting the compound
 - ii) Reflective vest for the worker
 - iii) Blinker
 - iv) Safety Cone
 - v) Barricade
- (b) The contractor shall be cautious as not to create other hazards to other workers and the public. Permission from relevant local authorities, TNB and other agencies shall be obtained prior to start of work (e.g. Police, JKR or Highway authorities)

23.7 *Lighting and Ventilation*

- (a) The contractor shall ensure adequate lighting and ventilation is provided at all workplaces as required by Regulation 25 and Regulation 29 of Factories And Machinery (Safety,

Health And Welfare) Regulation 1970.

- (b) Explosion-proof light fittings must be used in areas where flammable gas may be present.
- (c) The lighting equipment must be kept clear and in good state of repair.

23.8 *Excavation and Shoring*

- (a) The main danger during excavation work is people get trapped and buried in collapsed or falling materials.
- (b) The contractor shall be responsible for all the necessary precautions to prevent any accident during excavation and shoring activities as required by Part XII of Factories and Machinery (Building Operation and Work of Engineering Construction)(Safety) Regulation 1986.
- (c) Before commencing any excavation works, plans and others, information about all buried cables, piping and other underground installation in the area shall be obtained. In the event that such information cannot be obtained, the excavation must be carried out as though there are buried cables in the vicinity.
- (d) Suitable cable locating devices shall be used in conjunction with cable plans if these are available, to locate as accurately as possible the position of any electricity cables.
- (e) No employee shall be permitted to enter any excavated area unless sheet piling, shoring or other safeguards that may be necessary for his protection are provided.
- (f) The excavation site and its vicinity shall be checked by a designated person after every rainstorm or other hazard-increasing occurrence and the protection against slides and cave-ins shall be increased, if necessary.
- (g) Temporary sheet piling installed to permit the construction of a retaining wall shall not be removed until the wall has developed its full strength.
- (h) Where banks are undercut, adequate shoring shall be provided to support the overhanging materials.
 - i. Excavated materials and other superimposed load shall be placed at least 610 millimetres from the edge of open excavation and trenches, and shall be so piled or retained that no part thereof can fall into the excavation or cause the banks to slip or cause the upheaval of the excavation bed.
 - ii. Banks shall be stripped of loose rocks or other materials which may slide, roll or fall upon persons below.
 - iii. Open sides of excavations where a person may fall more than 3 metres shall be guarded by adequate barricades and suitable warning signs shall be put up at conspicuous positions.

- iv. No employee shall be permitted to work where he may be struck or endangered by an excavating machine or by material dislodged by it or falling from it.
- v. Planks used as sheet piling must be at least 50 millimetres thick. The maximum spacing between walls shall be such as to keep the planks within their safe bending stress. Shores and braces shall be of adequate dimensions for stiffness and shall be so placed as to be effective for their intended purposes. Each end of each wall piece shall be separately braced.
- vi. Earth-supported shores or braces shall bear against a footing of sufficient area and stability to prevent their shifting.

23.9 *Welding, Cutting and Grinding*

- (a) Hot Work Permit shall be obtained before starting any work that involves the use of local ignition source capable of igniting flammable and combustible materials.
- (b) The contractor shall always check equipment before commencing any job and ensure that they are in safe working order.
- (c) Handling and storage of gas cylinders shall be carried out in a proper manner. They shall be stored in a vertical position and properly secured.
- (d) Welding shields and PPE shall be used while welding work is taking place. Only qualified welders are allowed to perform welding works. The contractor shall ensure that all gas cylinders are equipped with "Flash Back Arresters".

24.0 HAZARDOUS MATERIALS

24.1 *Use and Handling of Hazardous Materials*

The contractor shall take reasonable precautions to ensure that all hazardous materials are handled according to OSH (Use and Standard of Exposure of Chemical Hazardous to Health) Regulations 2000 and OSH (Classification, Labeling And Safety Data Sheet Of Hazardous Chemicals) Regulations 2013.

24.2 *Storage*

As a general principle, all hazardous materials stored shall be kept in a well ventilated, dry, cool and tidy area. Hazardous materials of different categories are to be stored separately namely for combustible, flammable, toxic and explosive substances. All stores shall be locked at all times to prevent unauthorised entry.

24.3 *Labeling and Relabeling*

All hazardous materials shall be properly labeled as required by OSH (Classification, Labeling and Safety Data Sheet of Hazardous Chemicals) Regulations 2013.

When the hazardous material is transferred to another container other than that in which it was originally supplied, the container must be relabeled in accordance with regulation 21 of OSH (Use and Standard of Exposure of Chemical Hazardous to Health) Regulations 2000.

24.4 *Packaging and Transportation*

All hazardous materials shall be properly contained and packaged inclusive of relevant

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documentation before it is being transported as per requirements in Part III of Occupational Safety and Health (Classification, Labeling and Safety Data Sheet of Hazardous Chemicals) Regulations 2013.

Appropriate fire-fighting equipment and PPE shall be kept in the vehicles carrying hazardous materials for emergency purpose. Workers who attend to the vehicles must be fully aware of the potential hazards of the conveyed goods.

24.5 Handling

All workers handling or supervising any hazardous materials shall have sound knowledge of the potential hazards and the appropriate actions to take in case of an emergency. The wearing of PPE is essential for any close contact with hazardous materials.

Hazardous materials shall never be mixed with other materials (either hazardous or inert) without a complete knowledge of possible reactions between the two. Any query about the handling of hazardous materials shall be directed to the TNBHSE Department.

24.6 Emergency

All personnel involved in the handling, transport, storage or use of hazardous materials shall familiarise themselves with emergency procedures (e.g. fire/explosion, accident, spillage and leakage). Written emergency response procedures shall be made available and regularly practiced.

24.7 Disposal

TNB Schedule Waste Handler shall be contacted for advice on methods for bulk disposal of hazardous materials. Special approval from local Authorities are normally required.

Disposal of schedule waste shall be in accordance with Environment Quality (Schedule Waste) Regulations 2005 and domestic waste shall be disposed of dumping ground approved by local authority.

24.8 Information, Instruction and Training

All hazardous materials used or stored by the contractor on site shall be accompanied with the Safety Data Sheets (SDS) with proper labeling.

The contractor who undertakes work, which may expose or is likely to expose his personnel to materials hazardous to health, shall provide them with such information, instruction and training as may be necessary to enable them to know:

- (a) The health risk created by such exposures; and
- (b) The precautions to be taken.

All training programmes shall be documented and kept for inspections.

24.9 Safety Data Sheet (SDS)

- (a) TNB representatives shall be informed of all chemicals used and relevant SDS must be provided by the contractor as required under Part V of Occupational Safety and Health (Classification, Labeling and Safety Data Sheet of Hazardous Chemicals) Regulations 2013. Chemicals which contain Ozone Depleting Substances shall not be used without prior approval from TNB.
- (b) SDS shall be obtained from the supplier, a copy submitted to TNB representatives and the hazardous materials shall not be used until such information is obtained. The SDS shall be kept in a conspicuous place close to each location where the hazardous material is used, shall be prominently displayed and easily accessible to the personnel as required by Regulation 25 of OSH (Use and Standard of Exposure of Chemical Hazardous to Health) Regulations 2000.

24.10 Personal Protective Equipment

- (a) The contractor involved in handling of hazardous chemicals shall wear sufficient and suitable PPE. When handling the hazardous chemicals, appropriate safety attire such as chemical goggles, face shields, rubber gloves, rubber boots and chemical resistant clothing must be worn.
- (b) Handling of chemicals that involve gases or dust would require adequate ventilation system, respiratory equipment and chemical resistant clothing.

24.11 Handling Of Isotopes and Radiographic Equipment

- (a) The contractor shall comply with the Government of Malaysia Atomic Energy Licensing Act 1984 [Act 304]. Only certified personnel holding valid competency certificate (RPO) issued by Lembaga Perlesenan Tenaga Atom (LPTA) Malaysia are allowed to handle radiographic isotopes and operate equipment for radiography work.
- (b) Only specialised contractors are allowed to undertake Non-Destructive Testing (NDT) work involving radiography and handling of radioactive isotope.

25.0 ENVIRONMENTAL OBLIGATION

The contractor shall take reasonable action to ensure that all works done and services provided conform to TNB Environmental Policy and the Environmental Quality Act 1974 with regard but not limited to the following

25.1 Disposal and Spillage

- (a) The contractor must inform TNB before disposing any chemical, oil or hazardous materials. Able to carry out all clean-up works in the case of any oil or chemical spillage. Special methods and approval from the Local Authorities are normally required as well

as compliance to Rules and Regulation set by the Government of Malaysia.

- (b) Disposal of waste or oil down the drains or into waterways is illegal and strictly prohibited.

25.2 Removal of Trees and Ground Vegetation

- (a) During the course of work, the contractor shall not remove or damage any tree or vegetation in the surrounding areas without prior approval from TNB or any relevant local authorities. If the work involved requires the removal of ground cover, the contractor shall ensure that all steps are taken to minimise or eliminate soil erosion. Slopes with exposed soil that are susceptible to erosion must be covered with plastic sheets.
- (b) Provisions shall be taken to ensure that any sediment washed away from exposed areas does not enter the station's drains.

25.3 Activities Which Emit Dust Particles

- (a) Creation of dust shall be avoided and where there is the possibility of creating dust, appropriate control measures shall be taken, such as:
 - i) Ensure that the tyres of all vehicles leaving or entering the site are cleaned from any soil by providing appropriate facilities,
 - ii) Wet the dusty roads to prevent dust from becoming airborne due to passing vehicles.

25.4 Noise

- (a) If work undertaken involves the emission of high noise levels, the contractor shall get prior approval from the relevant authorities as to the time and duration that the work can be carried out. TNB will issue its consent prior to commencement of work.
- (b) Noise level measured at the working boundary shall not continuously exceed 65 dB(A) during the day and 55 dB(A) at night.

25.5 Open Burning

Open burning is strictly prohibited at all times.

26.0 WASTE AND SCRAP MANAGEMENT

- (a) Scraps refer to machine, part of machines, equipment, piping, cables etc., disassembled or demolished parts which are not to be reassembled or reinstalled.

- (b) TNB will allocate suitable area for storage of scraps and waste materials. The contractor shall be responsible for the removal, proper storage and security of all scraps and waste materials resulting from their works.
- (c) All accumulated waste materials resulting from the works shall be disposed regularly. At no time shall any waste material be disposed by way of burning. Any oil or other harmful waste shall not be allowed to be discharged into the drain.
- (d) Upon completion of work, the site is to be left clean and tidy to the satisfaction of TNB representative. The Contractor is responsible for removing all the accumulated debris from his worksite to the dumping ground approved by the Local Authorities.
- (e) The contractor shall seek approval from DOE and shall provide evidence to TNB when disposing the scheduled waste. All scheduled waste shall be disposed off by licensed contractors only.

27.0 HSE DOCUMENT AND RECORD

Contractors shall retain their own HSE record for their employees and equipment. A copy of such a document and record shall be kept and subjected to inspect by TNB representative from time to time.

The HSE document and record shall include but not limited to the following:

- (a) Safety Policy
- (b) Safety Organisation Chart
- (c) Job Description of key personnel
- (d) Accident reporting procedure and record
- (e) Chemical Safety Data Sheet (CSDS)
- (f) Emergency Response Plan (e.g. Fire, Tower Collapse, Landslide etc)
- (g) Hazard Identification, Risk Assessment and Risk Control (HIRAC)
- (h) Safe Work Procedure (SWP) or Method of Statement of all activities
- (i) Job Hazard Analysis (JHA) or Job Safety Analysis (JSA) for all activities
- (j) Registration certificates (DOSH, CIDB, EC, NIOSH) for relevant equipment
- (k) CIDB Registration for Construction workers
- (l) Employees criminal screening or work permits
- (m) OSH programme and activities (safety awareness, toolbox talk, training, inspection, auditing etc.)
- (n) OSH Performance Measurement
- (o) PPE issuance and inspection record
- (p) Tool box talk
- (q) Scheduled waste record
- (r) Employee Health record
- (s) Domestic waste disposal record
- (t) Training record
- (u) Certificate, approval and permit
- (v) Other records as required from time to time

28.0 ENFORCEMENT

- (a) The contractor shall comply at all times the HSE Guidelines for Contractors issued herein. TNB will take serious action, leading to dismissal from the work and ask to leave site if anyone is found violating the guidelines on wearing PPE or violating any safety instructions imposed by TNB's representative at the worksites.
- (b) TNB shall issue Improvement Notices or Stop Work Order to the Contractor if any rule and regulation set by TNB and the Government of Malaysia is violated.
- (c) Failure to adhere to the stipulated guidelines, the contractor will be compounded according to the amount that will be determined by TNB. The compound will be deducted from the contract's price and is non-negotiable.

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Tender No : RFQ 19743

Tender Title : MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH AUGUST 2026

APPENDIX 2

CONSENT FORM

(PURCHASER TO PROVIDE THE CONSENT FORM)

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APPENDIX 2

CONSENT FORM FOR PROCESSING OF PERSONAL DATA TO KAPAR ENERGY VENTURES SDN BHD FOR THE PURPOSE OF CARRYING OUT TECHNICAL WORKS IN KAPAR ENERGY VENTURES SDN BHD'S PREMISES AND/OR SITE ("WORKS"), AND/OR FOR OTHER PURPOSES DIRECTLY OR INDIRECTLY RELATED TO THE WORKS.

Name	:	
NRIC Number/ Passport Number	:	
Telephone Number	:	
Company	:	
Company Address	:	

1. I, the abovementioned name hereby agree to the following:

- a. I hereby consent and authorize Kapar Energy Ventures Sdn Bhd (Company No.: (200001015957 (518564-T))), its agents and authorized service providers ("**KEV**") to collect, hold, use, delete, disclose, process and store, my personal data and sensitive personal data ("**Personal Data**") in manual and electronic form in accordance with the Personal Data Protection Act 2010 ("**PDPA**") for the purpose of mentioned above.
- b. I further consent and authorize KEV to transfer and disclose my Personal Data to the relevant third parties, service provider(s) and/or data processor(s) either located within or outside Malaysia for the purposes as mentioned herein and/or for the implementation of legal rights or obligations by KEV in accordance with the PDPA.
- c. I hereby agree and understand that KEV may retain my Personal Data as long as it is necessary and related to the purposes as mentioned herein.

2. I hereby confirm that the information and Personal Data that I have provided to KEV are true, up-to-date and accurate. I also agree that should there be any changes to any of my Personal Data, I shall notify KEV accordingly.

3. I have read KEV Personal Data Protection Policy which can be accessed at <https://kaparenergy.com.my/personal-data-protection-notice/>.

By signing this Consent Form, I acknowledge that I have completely read and fully understand this Consent Form and agree to be bound thereby.

Sincerely,

Name:

NRIC No./ Passport No.:Date:

3.0 **TENDER MANDATORY REQUIREMENTS**

The Tenderer is required to comply with the tender mandatory criteria and submit the Scheduled and Appendices listed below with the tender, failing which the tender will not be evaluated:

i) Technical Mandatory Criteria

(TO BE SUBMITTED IN TECHNICAL ENVELOPE)

The Tenderer shall submit the following listed documents for the tender.

1.	Appendix 2	CONSENT FORM page 98 (PURCHASER TO PROVIDE THE CONSENT FORM)
2.	Schedule A	Specification of Materials
		Comply with the terms and conditions of the tender documents which include: i. Comply with the Instruction To Tenderer (ITT) requirements ii. Attending the Site Visit (if required) iii. Not blacklisted by KEV / TNB / Malakoff and/or have litigation action in any courts of Malaysia iv. Completely fill up the tender document

i) Commercial Mandatory Criteria

(TO BE SUBMITTED IN COMMERCIAL ENVELOPE)

1.		Borang Sebutharga
2.	Schedule B	Form of Tender
3.	Schedule C	Schedule of Prices (to be included with breakdown cost)
4.	Schedule D	Please submit recent 3 months Bank Statement (Required for estimated Tender value > RM 500,000.00)
5.		Please submit Tender Bond of RM 25,000.00 (For International Tender Only)
6.		Last 3 years Audited Financial Report (Required for estimated Tender value > RM 5,000,000.00)
7.		Banking/Credit Facilities documents (Required for estimated Tender value > RM 5,000,000.00)

ii) General Mandatory Criteria

(To BE SUBMITTED IN COMMERCIAL ENVELOPE)

8.	Appendix 1(b)	Declaration on application of KEVSB/ TNB's Code of Conduct
9.	Appendix 2	Integrity Pact

Tender No : RFQ 19743

Tender Title : MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH AUGUST 2026

(TECHNICAL ENVELOPE)

**KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR**

SCHEDULE A : SPECIFICATION OF MATERIAL
MATERIAL

The Specification of the Material is detailed below. The Supplier must ensure that all materials are of high quality, free from defects, and conform to the specified standards.

Item	Description	Quantity	Delivery Period	Warranty Period	Acceptance Please (√)
104150166	GF1 BRIDGE CONTROLLER MODULE ABB SP BRC 410. ABB SP DCS BRIDGE CONTROLLER CARD BRAND : ABB PART NO : SPBRC410 FIRMWARE VERSION : M5 MAIN AREA : DCS CONTROL CABINET USAGE : GF1 PCU CABINET (EQUIPMENT ROOM) Additional Condition of Tender: 1. Equivalent offers will not be accepted. 2. A 2-year warranty certificate from ABB must be provided during material delivery; otherwise, the delivered material will be rejected. 3. A letter from ABB must be submitted during tender submission, or the tenderer will be disqualified (to ensure the vendor obtains a valid quotation and supplies original products from ABB). 4. Items must be in their original, sealed ABB and ESD-safe packaging. 5. Materials must be delivered to KEV within 8 weeks of receiving the Purchase Order (PO). 6. All items must be strictly new. If supplier or contractor fail to comply item no. 1 , 2, 3, 4, 5 & 6 as above, the material supplied shall be rejected. Any request for negotiation shall not be entertained by KEV.	14 PCS			

Authorized signature

Name :

Designation :

:



Official Company Stamp

(TECHNICAL ENVELOPE)
**KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR**
SCHEDULE A : SPECIFICATION OF MATERIAL**MATERIAL**

The Specification of the Material is detailed below. The Supplier must ensure that all materials are of high quality, free from defects, and conform to the specified standards.

Item	Description	Quantity	Delivery Period	Warranty Period
201260022	GF2-CCI HP BYPASS HPU - LEVEL AND TEMPERATURE TRANSMITTER BRAND : BUHLER MODEL : NT M-K 10-AL/MS-M12/370-S LEVEL RANGE : 16 TO 320 mm = 4 TO 20 mA PIN 1-4 TEMP RANGE : -20 TO 120 ° C = 4 TO 20 mA PIN 1-2 SERIAL NO : 10016571410090279 USAGE : GF2 HP BYPASS HPU 1. Equivalent offer are not accepted 2. Letter of warranty of supplying original material from OEM must be attached material delivery or material will be rejected. (1 year warranty) 3. Material certification from OEM must be attached during material delivery or delivered material will be rejected. 4. All items must be strictly new. If supplier or contractor fail to comply item no. 1 , 2, 3 & 4 as above, the material supplied shall be rejected. Any request for negotiation shall not be entertained by KEV.	4 SETS		

Authorized signature :

Name :

Designation :


Official Company Stamp

Tender No : RFQ 19743

Tender Title : MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH AUGUST 2026

(COMMERCIAL ENVELOPE)

**KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR**

SCHEDULE B : FORM OF TENDER

To:

Managing Director / Chief Executive Officer
KAPAR ENERGY VENTURES SDN. BHD.
Sultan Salahuddin Abdul Aziz Power Station,
Locked Bag 220, 42200 Kapar,
Selangor Darul Ehsan, Malaysia.

Sir,

We hereby offer to **MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH AUGUST 2026** with delivery incoterm DDP Sultan Salahuddin Abdul Aziz Power Station, Malaysia, transport to the Site the material in accordance with the Specification Documents, Specification Drawings, Technical Schedules and Price Schedule, and with the drawings hereto and submitted herewith, and to maintain the Works in the manner specified and to perform all the obligations which are to be performed by the Contractor for the sum of equivalent

RM say equivalent Ringgit Malaysia

.....for Offer with no Price Variation, in accordance with the details in the Price Schedule.

And we hereby undertake to start delivery of the material described in the Specification to the Site within a period of weeks/months from the date of your instructions to proceed with the manufacturing works.

The particulars and prices in the Schedules have been duly filled in by us so as to show the calculations on which this Tender is based and in accordance with which we agree to execute additional works and to have deductions made for Works omitted.

And we further undertake, in the event of this Tender being accepted, to execute the project within the time frame mentioned, and equipment shall be under our warranty for 12 months or 24 months (As per the detailed specifications.

And we further agree, in the event of our failure to execute such Contract within the stipulated time of its being left for execution at the address given below, that any acceptance of this Tender may be revoked by the Purchaser without prejudice to any other rights or remedies which he may have in respect of such failure.

Dated this day of, 2026

Signed :

Name :

Designation :

Address :

Company's Seal :

Tender No : RFQ 19743

Tender Title : MAT-IMS-0826 - TO REPLENISH INSTRUMENT SPARE FOR GF1 MONTH AUGUST 2026

**KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR**

SCHEDULE C : SCHEDULE OF PRICES

Item	Description	Qty	Unit Price	Price
104150166	GF1 BRIDGE CONTROLLER MODULE ABB SP BRC 410	14 PCS		
201260022	GF2-CCI HP BYPASS HPU - LEVEL AND TEMPERATURE TRANSMITTER	4 SETS		
Total Price (RM)				

Authorized signature :

Name :

Designation :



Official Company Stamp

Appendix 1(b)

Declaration on application of KEVSB/ TNB's Code of Conduct

- We will comply with all legislations, regulations and statutory requirements relating to the provision of the products/services to KEVSB/TNB;
- We are not related (e.g., common shareholders, Board members, senior management) to any of the other Suppliers/Contractors participating in the same bid;
- We will not conspire or collude with other Suppliers/Contractors or agents when participating in a bid;
- We are duly authorised/certified provider of the products/services and shall not, expressly or impliedly hold themselves out to be an agent/representative of a third party service provider for similar products/services;
- We will at all times supply products that are certified to be of merchantable and satisfactory quality;
- We possess and utilise the necessary capabilities, equipments and suitable place of business to perform their obligations;
- We shall not totally subcontract the works/services;
- We shall maintain the highest standards of integrity and quality of work at all times.

If the Suppliers/Contractors are companies with Bumiputera status, the Suppliers/Contractors undertake that:

- The majority (at least 51%) of shareholding/equity are Bumiputera;
- The majority (at least 51%) of their employees are Bumiputeras;
- Key positions in the Suppliers'/Contractors' organization, such as the Chief Executive Officer, the Chief Operating Officer, the Managing Director, the General Manager or the Chief Financial Officer or any other such person responsible for finance are held by Bumiputeras; and/or
- All other guidelines that determine a company's qualification for Bumiputera status are complied with.

On behalf of the company.

Signature:

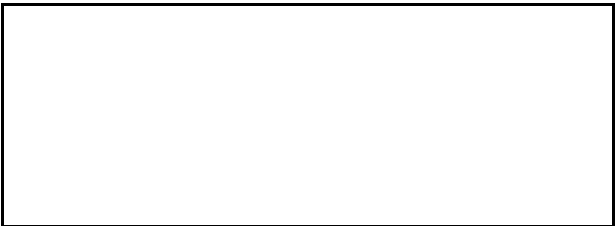
Name:

NRIC/Passport No:

Position:

Company name:

Company Registration No:



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Appendix 2

INTEGRITY PACT

Kapar Energy Ventures Sdn. Bhd. Integrity Pact

We acknowledge the commitment of Kapar Energy Ventures Sdn. Bhd. (KEVSB), to ethical business, and hereby undertake to act with integrity in all our dealings with KEVSB. We express our commitment by undertaking the following:

- 1) We shall perform all contractual obligations professionally and ethically;
- 2) We shall comply with KEVSB's code of business conduct & ethics and applicable policies, procedures and guidelines at all times;
- 3) We shall not conspire or collude with other companies;
- 4) We shall not disclose details of the tender/contract to any party without prior written consent from the Procurement Section of KEVSB;
- 5) If any products or part thereof are produced from a third party, we shall not present such products as our own without disclosing the third part;
- 6) We shall not give, offer or promise any kind of bribe, reward or other form of 'gratification' (as defined in Section 3 of the Malaysian Anti-Corruption Commission Act 2009) to an employee, agent, director or other representative of KEVSB in relation to this or any other tender/contract with KEVSB, at any stage of the tender/contract;
- 7) We shall expeditiously report to the Malaysian Anti-Corruption Commission and/or to a senior officer of KEV if an employee, agent or director of KEVSB requests for any form of gratification at any stage of tender/contract; and
- 8) We shall inform and ensure that our employees, agents, director and other representatives of our company comply with these requirements.

If we are found to be in breach of the above, or to have undertaken any other unlawful or illegal activities in relation to this tender/contract, we agree that the following actions shall be taken:

- 1) KEVSB shall immediately terminate the tender/contract without any cost, penalty or liability to KEVSB; and/or
- 2) Our company and its directors shall be blacklisted from participating in KEVSB's future procurement activity; and/or
- 3) We shall indemnify KEVSB, its officers, employees, servants and agents against any claims, losses or damages arising from such breach or from such unlawful or illegal activities.

On behalf of the company.

Signature:

Name:

NRIC/Passport No:

Position:

Company name:

Company Registration No:



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**KAPAR ENERGY VENTURES SDN. BHD.
SULTAN SALAHUDDIN ABDUL AZIZ POWER STATION
KAPAR, SELANGOR**

**5.0 CHECKLIST TENDER EVALUATION MANDATORY CRITERIA (GENERAL, TECHNICAL
AND COMMERCIAL)**

DOCUMENT TO SUBMIT IN TENDER ENVELOPE

TECHNICAL MANDATORY CRITERIA					
NO	MANDATORY CRITERIA DESCRIPTION (<u>MUST ATTACHED DURING SUBMISSION OF TENDER</u>)		PAGE	REQUIRED IN TENDER REMARK FROM KEVSB (Engineer to decide the requirement)	REMARK FROM TENDERER
1	Appendix 2	CONSENT FORM (PURCHASER TO PROVIDE THE CONSENT FORM)	Page 98	YES	
2	Schedule A	Specification of Materials	Page 100-101	YES	
		Comply with the terms and conditions of the tender documents which include: i. Comply with the Instruction To Tenderer (ITT) requirements ii. Attending the Site Visit (if required) iii. Not blacklisted by KEV / TNB / Malakoff and/or have litigation action in any courts of Malaysia iv. Completely fill up the tender document.			

COMMERCIAL MANDATORY CRITERIA					
NO	MANDATORY CRITERIA DESCRIPTION		PAGE	REQUIRED IN TENDER REMARK FROM KEVSB (Compulsory if the criteria is met)	REMARK FROM TENDERER
	Borang Sebutharga		1-7	YES	
1	Schedule B	Form of Tender	102	YES	
2	Schedule C	Schedule of Prices: - To be included with breakdown cost. - To be included with estimation for establishing LTSA contract value by using rates quoted by vendors.	103	YES	
3	Please submit recent 3 months Bank Statement (Required for estimated Tender value > RM 500,000.00)			YES	
4	Please submit Tender Bond of RM 25,000.00 (For international tender only)			YES	
5	Last 3 years Audited Financial Report (Required for estimated Tender value > RM 5,000,000.00)			YES	
6	Banking/Credit Facilities documents (Required for estimated Tender value > RM 5,000,000.00)			YES	
7	Submission of Prices (in MYR)			YES	
8	Declaration on application of KEVSB/ TNB's Code of Conduct.	Appendix 1(b)	104	YES	
9	Integrity Pact	Appendix 2	105	YES	

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PANDUAN AM UNTUK MENYERTAI TENDER/SEBUTHARGA

KAPAR ENERGY VENTURES SDN BHD (KEV) mempelawa syarikat-syarikat yang berdaftar dengan KEV atau pun Perbendaharaan Malaysia / CIDB bagi kategori yang berkaitan bagi tender pembekalan barang-barang atau perkhidmatan tertakluk kepada butir-butir seperti yang terkandung di dalam BORANG TENDER.

Pelawaan tender ini adalah terikat dengan "Standard & General Condition of Contract" dan syarat-syarat khas / tambahan jika dinyatakan.

1. DOKUMEN TENDER, LAWATAN TAPAK, TARIKH TUTUP TENDER DAN TEMPOH SAHLAKU TENDER

- Petender wajib menghadiri lawatan tapak (sekiranya ada) seperti dinyatakan di muka hadapan dokumen tender. Sila berada di tempat yang dinyatakan 10 minit sebelum masa lawatan tapak bermula.
- Dokumen tender hendaklah di perolehi terlebih dahulu sebelum hadir lawatan tapak
- Alat Pelindung keselamatan (PPE) yang sesuai seperti kasut keselamatan, topi keselamatan hendaklah di pakai semasa menghadiri lawatan tapak. Kegagalan mematuhi syarat-syarat ini boleh menyebabkan wakil syarikat tidak dibenarkan menyertai lawatan tapak dan tender ini.
- Tarikh tutup tender bagi penerimaan tender-tender ialah pada jam **12.00 tengahari**
- Tender-tender yang diterima lewat daripada waktu dan tarikh yang ditetapkan tidak akan diberi pertimbangan. Tempoh sahlaku tender ialah **120 hari** daripada tarikh tutup tender.
- Tawaran tender ini hendaklah tetap
- Petender wajib menghadiri lawatan tapak (sekiranya ada) seperti dinyatakan di muka hadapan dokumen tender.

2. HARGA TAWARAN

- Petender dikehendaki menawarkan harga dalam matawang **Ringgit Malaysia** sahaja.
- Untuk memudahkan urusan Kastam, impot hendaklah dibuat atas nama KEV.
- Harga yang dinyatakan di dalam Jadual Harga dan Surat Tawaran / Perjanjian adalah dianggap sebagai Harga Rasmi dan muktamad yang ditawarkan oleh petender
- Petender tidak dibenar untuk menawar sebarang diskaun. Sebarang bentuk diskaun yang ditawarkan tidak akan dipertimbangkan dan menyebabkan tender ditolak
- Harga yang ditawarkan adalah bersih termasuk semua cukai dan duti, kos pengurusan, insuran dan Pengangkutan ke tempat serahan: Stor Utama, SJ Sultan Salahuddin Abdul Aziz, Kapar, kecuali dinyatakan sebaliknya.
- Kos untuk Duti setem perlu ditanggung sepenuhnya oleh syarikat yang dianugerahkan kontrak

3. SETUJUTERIMA

- KEV berhak menyetujui tender sama ada kesemuanya atau sebahagiannya.
- KEV tidak terikat menyetujui tender yang paling terendah atau mana-mana tender.
- KEV akan memberi notis bertulis menyetujui tender kepada petender yang dipilih.
- Keputusan setuju tender adalah muktamad. Sebarang surat-menyurat mengenai keputusan setuju tender tidak akan dilayan.
- Notis itu boleh mengandungi syarat-syarat kontrak sebagai tambahan kepada syarat-syarat atau sebagai pengubahsuaian syarat-syarat yang dilampirkan bersama ini dan sekiranya demikian tender itu tidaklah boleh disifatkan sebagai dipersetujui sehingga pengesahan bertulis daripada petender menyatakan bahawa syarat-syarat tambahan atau yang diubahsuai itu adalah diterima.
- Apabila dipersetujui, maka suatu kontrak hendaklah disifatkan sebagai telah dibuat di antara KEV dengan petender mengikut syarat-syarat kontrak yang dilampirkan (termasuk syarat-syarat khas/tambahan jika ada dan tidak ada apa-apa perjanjian atau syarat lain walaupun dari apa jenis pun boleh disifatkan sebagai termasuk dalam kontrak ini.
- Sekiranya kontrak dimenterai, petender yang disetujui tender dikehendaki memberi Bon perlakuan dalam bentuk Cashier's Order, Deraf Bank atau Jaminan Bank yang berdaftar di Malaysia yang diluluskan untuk memastikan kontrak dilaksanakan mengikut syarat-syarat dalam kontrak:
 - Bagi kontrak yang tidak melebihi RM 250,000.00, Bon Perlakuan yang diperlukan ialah pada kadar 2.5% dari jumlah kontrak.

- Bagi kontrak yang melebihi RM 250,000.00, Bon Perlakuan yang diperlukan ialah pada kadar 5.0 % dari jumlah kontrak.

4. PEMATUHAN PERATURAN KESELAMATAN DAN ALAM SEKITAR.

- Petender hendaklah memastikan bahawa segala Peraturan keselamatan & Alam Sekitar yang ditetapkan oleh pihak KEV dipatuhi sepenuhnya.

SILA RUJUK LAMPIRAN A

5. JAMINAN KUALITI

- Barang-barang yang ditawarkan mestilah barang tulen sebagaimana yang dinyatakan didalam spesifikasi. Seajar dengan itu, petender adalah dikehendaki menyatakan butir-butir punca bekalan dan mengemukakan dokumen, katalog, lukisan, surat jaminan atau surat pelantikan/pengesahan yang dikeluarkan oleh pihak pengeluar.
- Petender hendaklah membuktikan bahawa mereka mempunyai pengalaman, berpengetahuan serta mempunyai kakitangan yang cukup untuk menawarkan pembekalan barangan berkaitan dengan tender ini. Sebarang surat akuan yang ada hendaklah disertakan bersama-sama tender ini.

6. CONTOH

Sekiranya tidak dinyatakan, petender-petender akan dihubungi selepas tarikh tutup tender apabila contoh-contoh diperlukan semasa penilaian. Contoh hendaklah dari kualiti dan spesifikasi yang diperlukan dan merupakan kualiti yang dibekalkan. Contoh-contoh hendaklah disokong dengan bukti kilang pembuatnya, serta piawai berkenaan. Pembekalan contoh-contoh adalah pembiayaan petender sendiri. Walaupun bagaimanapun penerimaan contoh tidak boleh ditarik sebagai penerimaan tawaran.

7. KUANTITI OPSYENAL

Petender yang disetujui tender mungkin diperlukan untuk menandatangani kontrak pembekalan dengan KEV berdasarkan kuantiti tetap yang ditentukan. Diakhir tempoh kontrak, pesanan perubahan berdasarkan harga seunit kuantiti tetap akan dikeluarkan untuk memesan kuantiti opsyenal sehingga 20% daripada kuantiti tiap-tiap benda yang dipesan jika diperlukan. KEV tidak terikat untuk memesan kuantiti opsyenal.

8. PENOLAKAN TAWARAN

SILA RUJUK LAMPIRAN B

9. GANTIRUGI BERES

Pembekal yang tidak memenuhi/menepati jadual/jadual-jadual serahan yang telah dipersetujui akan menyebabkan tindakan-tindakan seperti berikut diambil.

- Pemotongan sebahagian daripada harga pesanan sebagai gantirugi beres sebanyak RM1000 sehari atau 2% sebulan mana satu yang lebih tinggi sehingga 10% maksimum nilai harga bagi kuantiti yang terlewat dibekalkan mulai daripada tarikh serahan yang ditetapkan., dan/atau
- Pembekal membayar perbezaan harga bagi pesanan/pesanan-pesanan yang dikeluarkan kepada sebarang pembekal/pembekal-pembekal lain yang dipilih oleh KEV untuk mendapatkan benda/benda-benda yang gagal dibekalkan, dan/atau
- Sekiranya KEV telah berpuas hati bahawa syarikat berkenaan telah gagal membuat serahan atau dan tidak berkemampuan untuk menunaikan pesanan tanpa sebarang alasan yang difikirkan menasabah oleh KEV, KEV berhak mengambil tindakan untuk menggantung Pendaftaran Syarikat berkenaan untuk tempoh yang akan ditetapkan mengikut budibicara KEV dan Deposit Cagaran akan dilepaskan.

10. PROCUREMENT CODE OF CONDUCT & INTEGRITY PACT

- Petender hendaklah memastikan bahawa segala prinsip dan polisi dalam Procurement Code of Conduct TNB seperti dalam **Lampiran C** yang digunakan di KEV harus dipatuhi dan menandatangani dokumen deklarasi seperti di **Lampiran C (1)**.
- Petender hendaklah menandatangani *Integrity Pact (legal agreement between KEV and the Tenderer to act according to an agreed set of practices, in order to prevent bribery arising during their commercial interactions)* seperti di **Lampiran C (2)**.
- KEV berhak menjalankan siasatan sekiranya petender didapati atau disyaki melanggar mana-mana syarat yang termaktub di dalam *Integrity Pact* tersebut.

11. INSURAN

Petender dikehendaki menyediakan insuran bagi kontrak yang berkaitan.

11. PEMBAYARAN

Pembayaran tidak akan dibuat selagi pembekalan diselesaikan sepenuhnya melainkan serahan berperingkat yang telah dipersetujui.

12. PANDUAN MENGISI BORANG-BORANG TENDER

Petender dikehendaki menyerahkan butir-butir berikut :

- Keterangan Petender
- Borang Tender
- Lain-Lain dokumen sokongan perihal syarikat, spesifikasi, dan sebagainya.

Petender-Petender dikehendaki mengisi dengan lengkap dan kemas kesemua borang-borang yang disediakan.

- Jika ruangan yang disediakan tidak mencukupi petender dibenarkan memberi maklumat maklumat itu di dalam lampiran berasingan.
- Setiap mukasurat tawaran mestilah ditandatangani beserta dengan **cop syarikat petender**.
- Sebarang pindaan dan pembatalan di dalam borang-borang hendaklah ditandatangani ringkas dan bertampek oleh petender. **Penggunaan cecair pemadam tidak dibenarkan.**
- Sekiranya terdapat kesilapan dalam pengiraan harga, KEV adalah berhak untuk memperbetulkan kesilapan pengiraan tersebut dan mengambil samada: harga berdasarkan hasil kiraan harga seunit ataupun jumlah harga yang dinyatakan di dalam tender, **yang mana lebih rendah** untuk tujuan penentuan tender. KEV juga berhak untuk menolak tender tersebut secara keseluruhan ataupun sebahagiannya sahaja.
- KEV berhak untuk membuat pindaan kepada sebarang kesilapan aritmetik dalam tender. Petender dikehendaki membetulkan perkara yang sama tetapi petender tidak dibenarkan mengubah kadar unit dalam Bil Kuantiti harga dokumen tender.
- KEV berhak menolak mana-mana tender yang mengandungi percanggahan dan ralat aritmetik nilai di luar julat (+/-) 0.5%. Oleh itu, petender hendaklah memastikan semua pengiraan adalah betul sebelum mengemukakan tendernya"
- Sekiranya petender mempunyai sebarang keraguan terhadap maksud bagi mana-mana bahagian spesifikasi, beliau dibolehkan menyatakan sebagai lampiran mengenai tafsiran yang beliau mahu sekiranya mengemukakan tender KEV, walau bagaimanapun petender adalah dilarang untuk mengubah sebarang syarat di bawah 'Standard & General Condition of Contract' yang terlampir dan mengubah tender dokumen.

13. SERAHAN TENDER

Borang-borang yang telah diisi dengan lengkap hendaklah dimasukkan ke dalam sampul surat yang berakiri dan ditanda pada bahagian atas sampul surat itu dengan butir-butir berikut:

No.Tender :	
Tajuk Tender:	
Tarikh Tutup :	
	PETI TENDER
	KEV
	Stesen Janaelektrik Sultan Salahuddin Abdul Aziz
	Peti Surat 220, 42200 Kapar Selangor

14. PROSEDUR PEMBELIAN DOKUMEN TENDER

- Syarikat yang berminat untuk menyertai sebarang tender atau sebutbarga hendaklah memastikan telah berdaftar terlebih dahulu dengan KEV dalam bidang yang berkaitan.
- Penjualan Naskah Tender hanya boleh dilaksanakan jika syarikat tuan/puan telah mematuhi syarat-syarat seperti di atas
- Dokumen tender boleh dibeli melalui laman web Kapar Energy Ventures Sdn Bhd (<https://www.kaparenergy.com.my/tender/>).
- Dokumen tender hanya boleh dibeli secara online dan tidak akan dijual di kaunter. Hanya pembelian dokumen tender melalui laman web sahaja dibenarkan dan diproses.

**GENERAL SAFETY, HEALTH AND ENVIRONMENTAL GUIDELINES SJ SULTAN SALAHUDDIN ABDUL
AZIZ, KAPAR ENERGY VENTURES SDN BHD**

1) PURCHASING OF MATERIALS

- a) Purchasing of material inclusive chemical, spare-part, machine and all other items shall be also considered based on impact to safety, health or environment.
- b) Material Safety Data Sheet (MSDS) or Chemical Safety Data Sheet (CSDS) both in English and Bahasa Malaysia (if applicable) must be supplied to KEV for any purchasing of chemical or lubricant.
- c) Purchasing of machine or other items shall be that of safe to operation, human and environment. It shall include safety and environment features such as machine guarding, spillage contaminant and others where applicable.
- d) Contractor/Supplier shall ensure that every packaging of chemicals is labeled clearly as per Occupational Safety and Health Act and Regulation (Classification, Packaging and Labeling of Hazardous Chemicals Regulations 1997).

2) ENGAGING SERVICES

a) Environment, health and safety requirement.

- i. Contractor/Supplier shall, upon request, submit the company's health and safety policy together with the submission of the tender document (if the number of the contract workers that required for relevant jobs is more than 5 people).
- ii. Contractor/Supplier is to adhere to the KEV Rules and Regulations at all times. All Laws, Regulations and Ordinances issued by the Government of Malaysia regarding environment, safety and health must be abided on KEV's premises. In addition, any rule, which may be issued by KEV from time to time, must be strictly complied with. Verbal warning shall be given to contractors/contract workers who fail to follow the rules. Ignorance to follow the rules is not an excuse. Infringement shall result in penalty payable through deduction of contract value or tantamount to dismissal of the Contractor/Supplier from KEV's premises. Examples of offences where penalty can be imposed are as follows:

NO	OFFENCE	PENALTY
1.	Smoking at non-gazette area (e.g.: distillate tank area, gas turbine hall, near Gas Reducing Station)	Expulsion from site
2.	Stealing (e.g.: station materials, tools)	
3.	Working without permit	
4.	Littering	Warning OR penalty RM100 Per offence charged to the company
5.	Working without proper attire and Personal Protective Equipment	
6.	Parking at undesignated car park	
7.	Urinating in undesignated area	
8.	Unauthorized vehicle	

- iii. The Contractor/Supplier shall be responsible for the safety of his men and safe keeping of the materials, tool and equipment. After finishing each working day, tools, equipment and materials are to be stored safely. KEV is not responsible for any loss or damage.
- iv. The Contractor/Supplier shall provide his workers with suitable Personal Protective Equipment relevant to the work being carried out (eg. safety harnesses, boots, masks, helmet, ear protection, goggles, hand gloves etc). The Contractor/Supplier is deemed to be familiar with the use of all special equipment required for his work and shall ensure the availability of such equipment.
- v. KEV's Chief Executive Officer or his representative find-the Contractor/Supplier and or his workers violating safety rule and regulation, he reserves the right to stop work deemed to be carried out in an unsafe manner. Such work will not be allowed to resume until safety requirement are fully met.
- vi. The Contractor/Supplier shall provide the Hazard Identification Risk Assessments Risk Control (HIRARC) to comply with KEV's OHSAS 18001- 2007 requirement.
- vii. In case of any accidents, Contractor/Supplier shall report to Chief Executive Officer or his representative or the Supervising Engineer. The first aid or emergency treatment can be made available to the Contractor's/Supplier's men involve at the nearby first aid facilities or dispensary. The victim however must

be sent to the nearest hospital or clinic by the Contractor/Supplier after first aid had been rendered and an accident report shall be submitted to the Head of Safety Department.

- viii. In case of emergency, Contractor/Supplier shall call KEV Emergency Number 555 for immediate assistance.
- ix. KEV disclaims any liabilities involving injury and or death to any Contractor's/Supplier's men while carrying out work at the KEV.

b) Security Measures

- i. Entry into the KEV premises be vetted by Security Officer.
- ii. Vehicles entering and leaving worksite is subjected to Security checks.
- iii. All tools brought in must be declared by submitting tools list to Security Officer. Items not listed may be detained when leaving worksite.
- iv. Vehicles must be parked in designated areas.
- v. Contractor's workers are not allowed to wander beyond the area of work.
- vi. Contractor/Supplier wishes to take materials out of the KEV premises must fill in the appropriate permit form, which must be signed by the Section Manager or his representative.

c) Contractor Work's Supervisor and Staffs

- i. Contractors Work Supervisor :
The Contractor/Supplier is required to nominate a qualified Supervisor who shall be present at all time, within the scope of this tender is being carried out. His duties would include being in full charge of his men ensuring compliance with all contractual provisions and liaising with other parties and KEV staff who are directly or indirectly involve with this work. He must be fluent in Bahasa Malaysia or English and has a sound background in all aspects of work required under this tender. Upon request, his bio-data, including jobs experience and expertise must be submitted with the tender proposal.

d) Contractor Staff

- i. Contractor/Supplier shall indicate number of staff required for the job. The staff employed for this job shall not be allowed to do multiple job in the station.
- ii. Security Passes: All Contractor/Supplier and their man are required to wear the security passes all the time while entering or working in the station premises.
- iii. The Contractor/Supplier required to attend environment, health and safety briefing prior to commence of the work. The Contractor/Supplier shall arrange with Safety Section for the environment, health and safety briefing through station's supervisor. KEV will issue a safety briefing card that valid and renewable after 6 months.

3. SAFETY COMPLIANCE BY CONTRACTOR/SUPPLIER DURING IMPLEMENTING SERVICES

- 1) To cordon off work area prior to commencing work to the satisfaction of the Station Management and/or Representative.
- 2) To ensure all workers wear suitable Personal Protection Equipment so as to prevent accidents.
- 3) Employers must ensure that all employees contributed to SOCSO.
- 4) To ensure all foreign workers insured by Foreign Workers Insurance Scheme
- 5) To exercise extreme care when carrying out high risk activity (eg. excavation works, heavy lifting, working at height or working with life energy).
- 6) To erect scaffolding and install planks in safe manner to prevent mishaps.
- 7) All handling with radiographic material must conform to procedures set by Atomic Energy License Board.
- 8) The workers required to wear uniform displaying the company name or logo.
- 9) Contractor/Supplier shall comply with DOSH Code of Practice for Confined Space 2010 if there are any works to do in Confined Space areas. Contractors/Suppliers required to supply adequate number of staff employed for this job shall have Authorized Gas Tester & Entry Supervisor and Authorized Entrance & Standby Person cards.
- 10) The Contractor/Supplier shall comply with regulations, procedures and guidelines with respect to works in KEV from time to time.

PERKARA 8 - PENOLAKAN TAWARAN

8. PENALTIES

8.1.1 Penalties for Withdrawing After Tender Closing

- i) Vendors who withdrew after a tender is closed shall be penalized as follows:

No	Offence	Penalties
1	1 st Offence	Warning letter or up to 6 months suspension
2	2 nd Offence	6 months to 1 year suspension
3	3 rd Offence	1 to 2 years suspension or vendor is deregistered and blacklisted from participating in future tender.

8.1.2 Penalties for Rejection of Award

- i) Vendors who withdraw after a tender was awarded and the validity has not expired shall be penalised as follows;

No	Offence	Penalties
1	1 st Offence	Up to 1 year suspension
2	2 nd Offence	1 to 3 years suspension
3	3 rd Offence	Deregistered

8.1.3 Penalties for Non-Performance of Contract/Purchase Order

- i) Action for non-performance shall be taken according to the agreed terms and conditions of the contract.
- ii) Non-performing Contractors or Supplier shall be subjected to further penalties as follows:

No	Offence	Penalties
1	1 st Offence	Up to 1 year suspension
2	2 nd Offence	1 to 2 years suspension
3	3 rd Offence	Deregistered

- iii) for companies that have been de-registered, the directors and the majority shareholders shall also be blacklisted to ensure that they do not form another company to participate in the future procurement exercises; and/ or
- iv) The Approving Authority to suspend, blacklist or de-register shall be the **Vendor Investigation Committee**.

Pengesahan Penerimaan TNB's Code of Conduct

Sila ambil maklum bahawa semua pembekal/kontraktor di Kapar Energy Ventures Sdn. Bhd., ("KEV"), harus mematuhi segala prinsip dan polisi dalam Procurement Code of Conduct TNB yang digunapakai di KEV.

Oleh yang demikian, pembekal/kontraktor perlu membaca dan memahami Procurement Code of Conduct TNB seperti yang dilampirkan.

Pengesahan penerimaan Procurement Code of Conduct TNB ini perlu diserahkan kepada pihak Perolehan KEV.

Tandatangan:

Nama:

NRIC/Passport No:

Jawatan:

Nama syarikat:

Tarikh:



Official Company Stamp

DRAFT