

TO SUPPLY, DELIVER TO SITE, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEE ONE (1) UNIT OF HIGH PERFORMANCE 3-PHASE PALM OIL DECANter SYSTEM C/W 2-STAGE AUTOMATIC MULTI-CYCLONE DE-SANDING SYSTEM AND ANCILLIARY WORKS OF CIVIL, MECHANICAL & ELECTRICAL AT KILANG SAWIT SUNGAI TONG, SETIU, TERENGGANU.



TDM PLANTATION SDN. BHD.

TITLE : TO SUPPLY, DELIVER TO SITE, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEE ONE (1) UNIT OF HIGH PERFORMANCE 3-PHASE PALM OIL DECANter SYSTEM C/W 2-STAGE AUTOMATIC MULTI-CYCLONE DE-SANDING SYSTEM AND ANCILLIARY WORKS OF CIVIL, MECHANICAL & ELECTRICAL AT KILANG SAWIT SUNGAI TONG, SETIU, TERENGGANU.

TENDER NO: TDMP 41/25

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

POSTION:

CONTACT NUMBER:

DATE :

COMPANY OFFICIAL CHOP:

SECTION A: TENDER INFORMATION TO BE COMPLIED

1.0 GENERAL TENDER CONDITIONS

- 1.1 The contractor shall comply to carry out works with the quantity, and rate of payment as well as in accordance with the specifics of the work as specified in this document as proposed by the tenderer.
- 1.2 All attached documents as proposed by the contractor in the event of a successful appointment shall be read and be part of the agreement.
- 1.3 The terms used in this tender document give the following meanings:-
- 1.3.1 **TDMP** – means TDM PLANTATION SDN. BHD.
 - 1.3.2 **TDMB** – means TDM Berhad
 - 1.3.3 **CONTRACTOR** – means an individual or several individuals, partnerships, firms, or companies whose offer of work has been accepted and subsequently signed a contract agreement including his absolute heirs, administrators of his property, persons authorized by him of the persons who inherit his place and representatives appointed by him.
 - 1.3.4 **AUTHORITY OFFICER** means the General Manager or manager or any officer authorized to represent him.
 - 1.3.5 **WORK** means all or any part of the work to be carried out by the contractor or all materials and tools to be made available for use in the execution of this contractor, whether the equipment is built or not.
 - 1.3.6 **CONTRACT** means an agreement agreed and signed between TDMP and the Contractor for the performance of work.
- 1.4 All notices to the contractor will be made in writing and will be considered valid for their delivery to the contractor if sent by ordinary post using the contractor's address specified in this document which will constitute an agreement.

COMPANY OFFICIAL CHOP:

2.0 TENDER TERMS OF WORK

- 2.1 It is considered and taken into account that the contractor himself before concluding an agreement and signing a contract agreement if successfully appointed, has already inspected the work areas or construction sites including other factors in which the works are to be carried out. The contractor should also inspect the details of the work, plan, drawings, mode of work etc. Any claims or/and additional cost will not be allowed in addition to the price from the original proposal if the agreement has been issued by TDMP to the successfully appointed tenderer.
- 2.2 The materials used are as specified in the work specifications and if not specified the materials used shall be from the best materials available on the market and approved by TDMP without any increase in price from the original proposal.
- 2.3 Workmanship shall satisfy the Commanding Officer in accordance with the specifics of the work specified in the agreed agreement.
- 2.4 The successfully appointed contractor shall commence work no later than (7) seven days after the date the agreement is signed and shall complete the work in the correct manner and in accordance with all conditions and specifications to the satisfaction of the Officer Superintendent.
- 2.5 The successfully appointed contractor shall have sufficient manpower so that the work is carried out and can be completed properly according to the schedule or the period specified in the agreement.
- 2.6 A successfully appointed contractor shall place a qualified supervisor at all times in the work area. All instructions and explanations given to the supervisor are counted as representatives of the successfully appointed contractor and as having been given the same instructions and understood by the contractor.
- 2.7 A successfully appointed contractor shall ensure that all employees hired to carry out work under the agreed agreement have sufficient skills and are well-behaved. If in the opinion of the Superintendent's Officer that an employee appointed by the contractor behaves inappropriately and after receiving written instructions by the Officer of the Superintendent, shall immediately move the employee out of the work area and will not take him back to work in the work area without first obtaining permission from the Commanding Officer.

COMPANY OFFICIAL CHOP:

- 2.8 The appointed contractor or his representative shall always comply with the instructions of the TDMP through the Commanding Officer.
- 2.9 All employee tools should be provided by the contractor. If the contractor applies for the TDMP to supply working equipment, then all facilities are counted as debts that will be collected all through deductions from the payment certificate.
- 2.10 The Contractor shall prepare and bear all expenses concerning vehicles, employees, equipment, machinery, tools and other materials necessary to perform and complete the work and not limited to the preparation of staff housing, transportation and other facilities for its employees.
- 2.11 Before commencement of work, the contractor shall take an insurance policy from an approved insurance company to provide coverage against compensation that may be applied by his employee under Workers' Compensation concerning to accident. The Contractor shall at all times take steps to obtain the protection of all claims and actions that may arise to release the liability of TDMP and the contractor against him.
- 2.12 The Contractor shall promptly pay all payments on behalf of his employees under the requirements of the Employees Provident Fund Ordinance (EPF), Perkeso and comply with all statutory regulations in force about the handling of employees and labour, local hiring, payment of salaries and wages, complete and up-to-date record keeping and related documents and shall hereinafter protect the company at all times from any kind of claim of any kind concerning this.
- 2.13 The contractor is not allowed to sub the contract to the other company for either all or any part of the work without the written permission of TDMP. If the contractor is allowed to do so the contractor is solely responsible for ensuring that the sub-contractor shall comply with all the rules and conditions in the agreed agreement.

3.0 PRICE & PAYMENT TERMS

3.1 In consideration of the Contractor being successfully appointed to supply the Services or Works by the terms and conditions of the AGREEMENT to be agreed, **TDMP** will pay the Contractor in accordance with the price ('Price') based on the Accreditation report and/or the Notes Received Services or Works for the acceptance of the Services or Works, as according to the agreed costs in the agreement.

3.2 The price in the prescribed AGREEMENT is valid until the date of termination of the AGREEMENT. If **TDMP** and the Contractor or Supplier wish to review the current Price during the duration of this AGREEMENT, the new price will be agreed upon by both Parties in writing.

3.3 For the payment, the following documents must be submitted by the appointed Contractor or Supplier to the **TDMP and TDMB's Finance**, namely:

- a) Invoice;
- b) Purchase Orders and Delivery Orders;
- c) Receive Service or Works Note
- d) any other supporting documents (if applicable)

The documents mentioned above will be processed and the payment will be paid to the Contractor or Supplier within thirty (30) working days provided that the documents are valid and complete for processing.

3.4 For the AGREEMENT, all payments made by **TDMP** to the Contractor or Supplier are without prejudice to any claim or right that **TDMP** may have against the Contractor or Supplier and shall not constitute any admission by **TDMP** as to the performance of the contractor of its obligations hereunder.

3.5 The payment or total value of the contract payable refers to the eligibility in the agreed AGREEMENT by the Contractor/Supplier and **TDMP**. The Contractor or Supplier shall not be entitled to any additional amount other than the amount specified in the agreement unless verified and approved by **TDMP**.

3.6 The fees or sums quoted by the Contractor shall, where applicable, be inclusive of all service tax, sales tax, withholding tax, duty or levy, or any amount payable to the relevant authority in Malaysia or of the respective country, in which the Contractor shall pay. **TDMP** is entitled to withhold payment to the Contractor of any amount which it is required by the Malaysian government to so withhold (if any).

COMPANY OFFICIAL CHOP:

4.0 PERFORMANCE BON / GUARANTEE SUM

- 4.1 The contractor or appointed Supplier shall, on the date of the possession of the site, provide a Performance Bond or Performance Guarantee sum as the case may be substantial to be issued by an approved licensed bank or financial institution incorporated in Malaysia in favour of the TDMP for a sum equivalent to **ten percent (10%)** of the total contract sum as specified in the agreement to secure the due performance of the obligations under this contract by the contractor. The Performance Bond shall remain valid and effective until **twelve (12) months** after the expiry of the Defect Liability Period or the issuance of the Certificate of Completion of Making Good Defect.
- 4.2 If the contractor or the appointed Supplier fails to submit the said Performance Bond as specified in clause 4.1 above on the date of possession of the site, then the Contractor or Supplier shall be deemed to have opted for Performance Bond in the form of **Retention Sum** as provided under the clause of 4.3 below.
- 4.3 The Contractor or Supplier may select the Performance Bond in the form of "**Retention Sum**" in lieu of "**Bank Guarantee**", Insurance or Financial Company Guarantee as set out in clause 4.1 where a **ten percent (10%) deduction** shall be made from the first interim payment and subsequent interim payment up to the total amount deducted equal to **ten percent (10%) of the Contract Amount**. The amount deducted shall be retained by TDMP up to **twelve (12) months** after the expiry of the Defect Liability Period or the issuance of the certificate of Completion for Repair of Defects, whichever is later.
- 4.4 Notwithstanding anything contained in the contract agreement to be agreed, TDMP shall be entitled at any time to call upon the Performance Bond wholly or partially, in the event that the Contractor or Supplier fails to perform or fulfil its obligations under the Contract and failure not remedied in accordance with the Agreement Contract.
- 4.5 If payment is made to TDMP against any claim under the Performance Bond, the Contractor or Supplier shall issue it to TDMP, while for additional security, the Contractor or Supplier shall make an additional extension of the bond or the addition of the performance bond for an amount not less than the original amount paid to TDMP on or before the payment date so that the total amount of the Performance Bonds is maintained at all times and at any time with the same amount of value as per clause 4.1.
- 4.6 Performance Bonds (or any remaining present value to the credit of the Contractor or Supplier) may be released or returned to the Contractor or Supplier upon expiry of eighteen (18) months from the period of Defect Liability (Defect Liability Period) and when the certificate of completion of the entire Defect Repair is issued.
- 4.7 Notwithstanding the foregoing, in the event of termination of this Contract, the Performance Bond or any remainder shall be handed back to the Contractor or Supplier.

COMPANY OFFICIAL CHOP:

5.0 WORK ORDER PROCEDURE

- 5.1 An order will be submitted to the Contractor or Supplier through a work or supply order document ("Order Document") or similar document as may be issued by **TDMP** from time to time. If the need for additional quantities arises in the same month, a new Order Document will be issued to the Contractor or Supplier.
- 5.2 The contractor or the appointed Supplier shall confirm receipt of the Order Document or similar document within a maximum of three (3) days from the date of receipt of the order (using facsimile if deemed necessary followed by the original letter and/or email).
- 5.3 The contractor or the appointed Supplier shall undertake that at all times during the period of the AGREEMENT shall fully comply with the terms set out in the Order Document to be issued by **TDMP** and also always fulfil the conditions contained in the agreed AGREEMENT. **TDMP** reserves the right to vary or cancel any Order Document issued in accordance with Clause 5.1 for any reason whatsoever, by giving prior notice before the scheduled delivery date. The Contractor or Supplier may discuss with **TDMP** with respect any additional costs and expenses incurred by the Contractor or Supplier as a result of any cancellation or change of the Order Document including short-period order decisions shall be determined and made by **TDMP**.
- 5.4 The quantity, quality and description of any specification of the Service or Works shall be as set out in **TDMP** Ordering document and/or such other documents as may be issued by **TDMP** from time to time.

6.0 DELIVERY ORDER

- 6.1 The appointed Contractor or Supplier shall perform or supply the Services or Works to **TDMP** based on the delivery order strictly in accordance with the applicable Ordering Document.
- 6.2 Without prejudice to its obligations towards **TDMP**, the Contractor or Supplier shall immediately notify **TDMP** of any circumstances which may cause a delay in all development progress. As such, the appointed Contractor or Supplier shall do all necessary action to ensure that the delivery of the Services or Works to **TDMP** is not interrupted including obtaining the Services or Works from alternative sources, without prejudice to the obligations of the Contractor or supplier as per the agreed in the AGREEMENT.
- 6.3 Notwithstanding the efforts of the appointed Contractor or Supplier according to Clause 6.2 above, the Contractor or Supplier still fails to perform any of the Services or Works according to the Order Document, **TDMP** may at its absolute discretion obtain the Services or Works from other alternative sources and for this purpose the Contractor or appointed Supplier shall provide the necessary assistance. All additional costs and expenses incurred in

COMPANY OFFICIAL CHOP:

connection with the above, including the amount in which the procurement price exceeds the price in the AGREEMENT shall be borne by the Contractor or supplier. When the Contractor or Supplier can convince **TDMP** that it can resume the delivery of the Service or Works in accordance with the Order Document issued, **TDMP** may proceed with the purchase of the Service or Works directly from the Contractor or the Supplier as soon as practicable.

- 6.4 **TDMP** may cancel any order for delivery, service or late works without prejudice to **TDMP's** right to claim damages for breach of such terms.
- 6.5 The appointed contractor or Supplier shall deliver the Services or Works to the premises to be prescribed by **TDMP**. The Contractor or Supplier shall arrange the appropriate transportation to any premises to be prescribed by **TDMP** and shall ensure that the transportation obtains adequate insurance. The cost of transportation of the Services or Works shall be borne by the Contractor or supplier.
- 6.6 The contractor or the appointed Supplier shall be liable for any delay in delivery of the Services or Works to **TDMP** resulting in defects and/or late supply of the Services or Works so the costs, expenses and losses arising therefrom shall be charged to the Contractor or Supplier based on **the TDMP** valuation.
- 6.7 The Contractor or Supplier shall comply with and follow any advice or changes relating to the Order of the Services or Works issued by **TDMP** from time to time.
- 6.8 **TDMP** may cancel any order for late delivery without prejudice to **TDMP's** right to claim damages for breach.
- 6.9 The Contractor shall deliver the Service to **TDMP's** designated premises. The Contractor shall arrange for suitable transport to any premises designated by **TDMP** and shall ensure that the transporter procures adequate insurance. The costs of transporting the Service shall be borne by the Contractor

7.0 LIQUIDATED ASCERTAINED DAMAGES (LAD)

- 7.1 If in the event, the appointed Contractor or Supplier fails to fulfil its obligation under the agreed **AGREEMENT** by resulting in or contributing to the cessation of duty or interruption in the **TDM** Poperation or businesses, without prejudice to the rights, **TDMP** having the right to claim all the damages or any other related claim valid as a result of the breach of contract, the Contractor or Supplier shall indemnify **TDMP** in accordance with Clause 7.3 below. The parties acknowledge and agree that the liquidated damages represent a genuine pre-estimate of the loss that **TDMP** will suffer, including without limitation as a result of loss of profits, reputation and goodwill.

COMPANY OFFICIAL CHOP:

7.2 In the event that the appointed Contractor or Supplier fails to perform any Services or Works agreed to in the agreement with **TDMP** in accordance with the Order Document for the Services or Works or if any of the Services or Works are rejected by **TDMP**, **TDMP** shall be entitled to impose a charge as stipulated under Clause 7.3 herein.

7.3 In the event of any default or breach of the provisions of the agreed AGREEMENT, the appointed Contractor or Supplier shall be liable to pay damages in accordance with the following formula:-

$$\frac{V(T + D) \times BLR}{T}$$

V = Contract value of Goods/Services or Works or any part of Goods/Services or Works that have been sent late to TDMP

T = Set timeline

D = Number of days delayed

BLR = Minimum at 5%

7.4 If an amount of the paid amount and settled by the appointed Contractor or Supplier as Liquidated damages under the provisions of the agreed Agreement, **TDMP** shall be entitled to either:-

- a) deduct and retain the amount of **Liquidated** damages from any sum due and payable or which became due and payable by **TDMP** to the appointed Contractor or Supplier under this AGREEMENT; Or
- b) require the Contractor or Supplier to pay the amount to **TDMP** immediately upon such demand being made.

8.0 "WARRANTY"(WHERE APPLICABLE)

8.1 The contractor or the appointed Supplier shall ensure that the Services or Works are guaranteed to be free from all defects in material and workmanship or service during the term of the AGREEMENT contract.

8.2 Pursuant to clause 8.1 above, the Contractor or Supplier shall provide assurance on the Services or Works within the warranty period specified during the quality assurance period ("Warranty Period") and the appointed Contractor or Supplier shall repair and/or replace any part of the Services or Works found to be defective in material, workmanship or service.

COMPANY OFFICIAL CHOP:

9.0 THE APPOINTED CONTRACTOR OR SUPPLIER OBLIGATION

- 9.1 A successfully appointed Contractor or Supplier shall make the best use of his efforts to supply and deliver the Services or Works in accordance with the specifications/requirements of **TDMP** in compliance with the terms and conditions set out in the contract AGREEMENT.
- 9.2 The Contractor or Supplier shall comply with all laws, regulations including instructions, and guidance which may be issued by **TDMP** from time to time in relation to these Services or Works. The Contractor or Supplier will pay compensation and damages to **TDMP** for any prosecution, claim, loss or damage which may be incurred by **TDMP** as a result of the failure of the Contractor or Supplier to comply.
- 9.3 The Contractor or Supplier shall ensure that all licenses, permits and approvals required to perform the Services or Works under the contract of agreement obtained are always valid and remain duly valid throughout the contract period of the AGREEMENT.
- 9.4 However generally the previous clauses taking into account the Services or related Works, the Scope of Work shall be carried out and carried out by the Contractor or Supplier as follows:-
- 9.4.1 With generally accepted skills and workmanship in the industry and using suitably qualified, skilled and experienced personnel;
- 9.4.2 With due diligence and efficiency; And
- 9.4.3 strictly in accordance with the provisions set out in this Agreement.
- 9.5 The successfully appointed Contractor or Supplier hereto shall provide the Services or Works under the agreement contract in a professional and timely manner in accordance with the general standards and practices of the industry.
- 9.6 The successfully appointed Contractors or Suppliers who in the performance of the Services or Works supplied under the contract of such AGREEMENT shall be of good quality, free from all defects in design, workmanship, materials used, services and shall be fit for a particular purpose and comply with all applicable laws, and regulations including but not limited to industry standards.

10.0 TERMINATION

- 10.1 The AGREEMENT may be terminated by **TDMP** by giving the Contractor or Supplier one (1) month's notice in writing without citing and/or giving any reason for such termination.
- 10.2 **TDMP** may immediately issue a notice in writing to the Contractor or Supplier to terminate the contract agreement:-

COMPANY OFFICIAL CHOP:

- 10.2.1 if the Contractor or supplier breaches the terms of the said Agreement and does not correct such breach within thirty (30) days after the written notice;
- 10.2.2 if the Contractor or Supplier's business licenses are revoked or suspended;
- 10.2.3 if the Contractor or Supplier is declared bankrupt or incurs debts until unable to carry out the Services or Works;
- 10.2.4 If the Contractor or Supplier passes a resolution to transfer his business or its assets to or merge with or to another entity;
- 10.2.5 upon failure of the Contractor or supplier to supply the Services or Works for no reason or reason which is not reasonable and not accepted by **TDMP** ; Or
- 10.2.6 upon failure of the Contractor or Supplier to deliver the Services or in accordance with the applicable Ordering Document and/or failure to comply with the instruction on the quantity of the Service in accordance with **TDMP** 's specifications or instructions.

If any of the matters set out in the above clause are expected to occur or have occurred, the Contractor or Supplier shall inform **TDMP** as soon as possible for consideration from **TDMP** to avoid termination of the Agreement Contract.

- 10.3 If the said contract is terminated due to the occurrence of an event corresponding with Clause 10.2, the Contractor shall compensate **TDMP** for losses suffered by **TDMP** arising from or in relation to the termination of the said contract, including compensation for costs and damages associated with interruption of or decrease in Service, without prejudice to **TDMP**'s right to other remedies at law or in equity. The Contractor shall pay the compensation sum as provided for and supported by documentary evidence which shall be due to **TDMP** under this clause and if the Contractor disputes the compensation or the amount of compensation ("Disputed Amount"), **TDMP** shall withhold the Disputed Amount pending final resolution of the matter. If the dispute is resolved in favour of the Contractor, **TDMP** shall refund the Disputed Amount free from interest to the Contractor.
- 10.4 Termination of such AGREEMENT for any reason shall be without prejudice to all accrued continuing liabilities and obligations of either party towards the other whether incurred or agreed before the date of termination.

COMPANY OFFICIAL CHOP:

11.0 SERVICE OR NOTICE WORKS

- 11.1 Any notice or other communication under or in connection with the agreed AGREEMENT shall be made in writing and sent to the address either in person or by pre-paid registered post or by delivery to the facsimile number of any Party (as the case may be) specified below or to another address or facsimile number, as notified by the recipient from time to time.
- 11.2 Any such notice or other communication shall be deemed to have been duly sent or sent if sent to the address, or sent by facsimile when sent to the recipient at such address or sent to the facsimile number provided herein or as updated by the Parties from the time to time.
- 11.3 All notices and other communications under or in connection with this AGREEMENT shall be in English or Bahasa Malaysia in readable written.

12.0 CONFIDENTIALITY

- 12.1 All parties shall agree to treat as secret and confidential and not at any time for any reason disclose and/or permit to be disclosed to any person or otherwise use or consent to the use or permit to be made use of any information relating to the Provision of Services or Works and/or in connection with technology, technical processes, intellectual property, methodology, financial business affairs or to any such information or any form of commercially sensitive information relating to **TDMP** or Contractor or Supplier, or any affiliates, subsidiaries, related companies, Contractors or Suppliers and/or TDMP customers or Contractors or Suppliers, where knowledge or details of information are received within the duration and continuity of the agreed Agreement Contract.
- 12.2 **TDMP** and the Contractor or Supplier shall agree and undertake that the obligations of the Parties under this clause shall survive the termination or expiration of the CONTRACT of the AGREEMENT for any reason whatsoever.

13.0 INTELLECTUAL PROPERTY RIGHTS, SERVICES OR WORKS SIGNIFY OWNERSHIP AND RESTRICTION OF USE

- 13.1 The Contractor or Supplier shall acknowledge and agree that **TDM Plantation Sdn Bhd** is the exclusive owner of **the TDMP** corporate trademark, including the name and logo of **TDMP**. The Contractor or Supplier shall not use or display the **TDMP's** mark directly or indirectly without the prior written consent of **TDMP**.
- 13.2 The Contractor or Supplier shall not use the **TDMP** Corporate Business mark, including the name and logo of **TDMP** after the termination of this Agreement.
- 13.3 The Contractor warrants that the Contractor has all Intellectual Property Rights/Patent Rights to the said Service and the same are valid and do not infringe any letters patent or other rights not held by the Contractor and in this respect, the Contractor shall indemnify **TDMP** against any costs damages expenses or royalties arising out of any proceedings

COMPANY OFFICIAL CHOP:

brought against TDMP or any customer of TDMP by any third party for infringement of the said Intellectual Property Rights/Patent Rights.

14.0 INDEMNITY (INDEMNITY)

The Contractor shall indemnify and hold TDMP harmless from and against any actions, claims or demands whatsoever either at law or in equity which may be brought by TDMP or any party against TDMP for any costs, losses, expenses, liabilities or damages caused in the performance and/or arising from the performance of the Scope of Work by the Supplier under this LOA, save where such actions, claims or demands is attributable to TDMP's default in the performance of its obligations under this agreement.

15.0 FORCE MAJEURE (Extraordinary events or circumstances beyond the control of all parties)

15.1 If any party is affected by Force Majeure which affects or may affect the performance of any of its obligations under the said AGREEMENT, it shall forthwith notify the other party of its nature and extent.

15.2 Either party shall be entitled to suspend and/or terminate its performance under the said agreement to the extent that the performance is impeded by a Force Majeure Events, in which for the said agreement shall include events that are beyond any of the party's control and which neither party could have reasonably foreseen or provided for before entering into the said agreement and having arisen could not have reasonably avoided or overcome by either party and which is not attributable to any of the parties.

15.3 Force Majeure events may include, but are not limited to:-

- (i) war, hostilities (whether declared or not), attacks, actions of foreign enemies;
- (ii) rebellion, pandemic, plague, violence, revolution, insurrection, military power or coup, civil war;
- (iii) riot, commotion, harassment, strike or blockade;
- (iv) war bullets, explosive materials, radiation or radio-active pollution, except as may be associated with the use of such bullets, explosive materials, radiation or radioactive; And
- (v) natural disasters such as earthquakes, taufan, tsunamis, taufan or volcanoes.

COMPANY OFFICIAL CHOP:

16.0 MISCELLANEOUS

- 16.1 The contractor or successfully appointed Supplier hereby acknowledges that it has been provided with sufficient information and is aware of the requirements of **TDMP** and that it has made all appropriate and diligent inquiries to supply the Services or Works in accordance with the terms and conditions of the AGREEMENT contract. The Contractor or Supplier shall not be entitled to any additional payment or permitted from any obligation or liability under the contract **agreement**.
- 16.2 This AGREEMENT is a legal, legal and binding obligation of the Contractor or supplier and is enforceable in accordance with its terms.
- 16.3 This AGREEMENT shall be binding on their respective and as permitted by the Parties concerned.
- 16.4 This AGREEMENT shall apply and shall only have authority with respect to the supply of Services or Works. Therefore, this AGREEMENT shall not affect the individual business of the Parties concerned and neither Party shall have any claim against any other business assets or undertakings.
- 16.5 The Parties concerned shall not, without the prior written consent of the other Party, assign the rights and/or liabilities under this AGREEMENT and/or appoint any third party to perform its duties and/or obligations provided there is agreement from both parties in this Agreement and there is no prejudice to the other party. If such consent is given to appoint any third party, the Party applying for such consent shall be responsible for the whole terms and conditions of this Agreement. Contractors or Suppliers appointed by **TDMP** in this AGREEMENT shall duly be the party to monitor the entire Service or Works carried out by third parties by ensuring that the Services or Works must be completed based on time, quality and meet the specifications agreed in this AGREEMENT.
- 16.6 No failure to perform or delay in the performance of the Services or Works or any Party disclaims any claim, remedy, right, power or privilege under this AGREEMENT which shall operate to deny such failure nor shall any single or partial execution of any claim, remedy, right, power or privilege preclude any other practice for the execution of any other claim such other claim as, remedies, corrections, powers or privileges.
- 16.7 All parties agree that this AGREEMENT supersedes any arrangement, understanding, promise or agreement made or existing agreement between the Parties herein before the AGREEMENT constitutes the entire agreement and understanding between all Parties.
- 16.8 If any provision of this AGREEMENT is declared by any judiciary or other competent authority to be obstructed, void, unenforceable, unlawful and/or the law does not apply for any reason, then such part shall be severed from this AGREEMENT, where the whole Agreement shall continue to be valid, enforceable and remain in full and full force and effect to the fullest extent permitted by the law.

- 16.9 Where necessary, the provisions of this AGREEMENT shall be amended, modified and/or supplemented by mutual agreement of the Parties, provided that any terms and/or conditions set out in this AGREEMENT shall not be deemed to be amended, modified and/or supplemented unless reasonably agreed and executed by the authorized representatives of the parties accordingly.
- 16.10 This AGREEMENT shall be governed by and construed in accordance with the laws of Malaysia and all parties shall submit exclusively to the jurisdiction of the courts of Malaysia.
- 16.11 **Stamp duty payable on the agreed AGREEMENT contract** shall be borne by the Contractor or Supplier, each Party herein shall bear its own costs and expenses (including legal fees on a solicitor-client basis) incurred in connection with this AGREEMENT including the preparation, negotiation and execution of this AGREEMENT.
- 16.12 The time wherever mentioned shall be the essence of the AGREEMENT contract.

17.0 COMPLIANCE

- 17.1 **TDM Berhad** and its Group of Companies are committed to complying with good corporate practices and complying with the highest standards of integrity and conduct in all activities carried out. Therefore, **TDM Berhad** and its Group of Companies expect the contractor or the appointed Service Provider or Works to comply with and be bound by the following guidelines and policies, the details of which are as advertised on **the TDM Berhad website** :
- (a) TDM Code of Business Ethics;
 - (b) TDM Anti-Corruption and Corruption Policy
 - (c) TDM No Gift Policy
 - (d) TDM Policy Blowing Information
 - (e) TDM Sustainability Policy

18.0 ANTI-CORRUPTION PROVISIONS

- 18.1 All parties hereby warrant, represent and undertake that during this period, all parties and/or employees, agents, intermediaries or any third party (individual or legal person) shall at all times and without exception comply with applicable anti-corruption and corruption laws and not directly or indirectly make, offer to provide, anything of value to or for the benefit, any official or employee or government authority or any government-owned entity, controlled by the government or affiliated government or promising payment to a third party, nor a request, accepting or accepting promises of payment from a third party, to the extent that this payment violates anti-corruption laws to obtain or maintain any contract, business opportunity or other business benefits, or to influence any action or decision the person is in their official capacity.

COMPANY OFFICIAL CHOP:

- 18.2 All parties further warrant, represent and undertake that they shall at all times supervise their employees appropriately, and any other person who is in the Service or His Works or acts on behalf of all parties, to also ensure compliance with the provisions of this anti-corruption provision by any person communicating with a third party when acting for or on behalf of a Party or an affiliate of the Party, expressly declares that it will comply with these anti-corruption provisions and all applicable anti-corruption laws and/or regulations in force.
- 18.3 If any Party is alleged to have violated any of these provisions, the following procedures shall apply:
- (i) The management of all parties shall immediately take all reasonable compliance measures required by applicable anti-corruption laws, which may include the filing of a criminal complaint;
 - (ii) All parties shall meet within regular intervals to discuss and implement any necessary and legally appropriate measures to correct the alleged violations;
 - (iii) If the relevant facts relating to the corrupt practices of a party have been established, the non-compliant party may terminate this Agreement to the other Party with three (3) days' written notice.
- 18.4 The party in violation of these anti-corruption terms shall indemnify the Party who does not fail from any charge, any alleged commission of an offence and prosecution by the authorities; and/or liable to the Non-Commission, for any actual and direct damages and/or losses in cases of breach of the anti-corruption provisions as set out above. The party who contravenes the terms further undertakes to cooperate by providing all assistance as required by the non-compliant Party in the event that the latter will suffer any investigation or proceeding for breach of the Party in violation of the Anti-corruption provisions as set out above.

THIS PAGE IS INTENTIONALLY LEFT BLANK

COMPANY OFFICIAL CHOP:

SECTION B: TECHNICAL SPECIFICATIONS

1. Scope of Work

- 1.1 The scope of work covers the supply, installation, testing, delivery to site, unloading, testing, commissioning delivery to site and guarantee for a period of twelve (12) calendar months, from the date of taking over by the Employer of the one (1) unit 3 phase decanter c/w automatic multi-cyclone de-sanding system and ancilliary works of civil, mechanical & electrical at kilang sawit sungai tong, setiu, terengganu.
- 1.2 The supplier shall be required to carry out the first servicing after a year in operation or as recommended by the manufacturer to the decanter supplied by them without any extra cost. The first service shall include the supply of turbo oil, filters and other parts, which may require replacement including labour and transport.
- 1.4 The scope of work shall include:-
- a) Supply of Tools and Appliance.
 - b) Supply of spare parts list.
 - c) Supply of valves.
 - d) Supply of lubricants.
 - e) Piping beyond all inlet and outlet flanges and valves.
 - f) Elcetrical works and cabling.

2. Technical Specifications

2.1 General

The application of the system are as following:

- a) Continuous Removal Of Coarse And Fine Abrasive Sand Particles From Sludge Oil c/w Timer Controlled Automatic Sand Discharge Function.
- b) Continuous Recovery Of Palm Oil From De-Sanded Undertlow Sludge Oil By 3-Phase Separation Of The De-Sanded Sludge Oil Into (i) Palm Oil, (ii) Sludge Wastewater & (iii) Solid Cakes.

2.1.1 The 3-Phase Decanter system shall be continuous processing type, heavy duty high performance design, automatic re-circulating oil lubrication system, digital display and programmable logic control (plc) system.

2.2 The system shall consist of the following:

2.2.1 1st Stage Automatic De-Sanding Cyclone System (Primary De-Sanding System)

Pressure drop : $\geq 2.0\text{bar}$ within cyclone.
 $\leq 2.5\text{bar}$ within cyclone.
Working pressure : $\leq 4.5\text{bar}$ at cyclone feed inlet.
Trapping efficiency : $\geq 50\mu$ based on sand/water suspension.
Operating capacity : Up to $30\text{m}^3/\text{h}$ sludge oil each cyclone.

2.2.2 2nd Stage Automatic De-Sanding Cyclone System (Secondary De-Sanding System)

Pressure drop : $\geq 2.0\text{bar}$ within cyclone
 $\leq 2.5\text{bar}$ within cyclone.
Working pressure : $\leq 4.5\text{bar}$ at cyclone feed inlet.
Trapping efficiency : $\geq 10\mu$ based on sand/water suspension.
Operating capacity : Up to $25\text{m}^3/\text{h}$ sludge oil each cyclone.

2.2.3 High Performance 3-Phase Palm Oil Decanter

Operating Capacity: Up to $27\text{m}^3/\text{hr}$ of de-sanded sludge oil each.

2.6.5 Installation Of 3-Phase Decanter c/w 2-stage automatic multi-cyclone de-sanding system

The installation of the 3-Phase Decanter c/w 2-stage automatic multi-cyclone de-sanding system shall be carried out by successful tenderer.

3 . OTHER SPECIFICATIONS AND CONDITIONS

1.0 Standards And Regulations

1.1 Design And Construction

- (a) In complying with the requirements of the specifications, both with respect to arrangements and details, design is conform to the best current engineering practice. Each of the several parts of the plant is to be of the maker's standard design provided that this design is in general accordance with these specifications.
- (b) The essence of design should be reliability and efficiency in order to give long continuous service with high economy and low maintenance cost. Particular attention should be paid to internal and external access in order to facilitate inspection, cleaning and maintenance, the design, dimensions and materials of all parts are to be such that they will not suffer damage as a result of stresses under the most severe service conditions.
- (c) Fully detailed specifications of the several parts of the plant, method of erection and number of welds on boiler tubes, are to be of the highest quality and selected particularly to meet the duties required of them. Where necessary, mechanisms are to be constructed of stainless steels, brass or gunmetal to prevent sticking due to corrosion.
- (d) Sub-contracted materials and equipment are to be of the highest quality available.
- (e) Workmanship and general finish are to be of the highest class throughout.
- (f) All similar parts of the plant are to be interchangeable.
- (g) All equipment is to operate without undue vibration and with the least possible amount of noise and is not to cause a nuisance.
- (h) All equipment is to be designed to minimise the risk of fire and any damage which may be caused in the event of fire.
- (i) The equipment is also to be designed to prevent ingress of all vermin, accidental contact with live or moving parts and to minimise the ingress of dust and dirt. The use of materials which may be liable to attach by termites or other insects is to be avoided.
- (j) Simplicity of masonry and brickwork would be of advantage and the number of types and sizes of bricks shall be kept to a minimum.

1.2 Compliance With Standards

- (a) Unless other standards are specifically mentioned in these specifications, all materials used and provided under the contract, and all design calculations and tests, must be in accordance with Regulations issued under the Machinery Ordinance, 1953, and its amendments and with the prevailing standards of the National Electricity Board of the Federation of Malaya and, where not covered by such Regulations must be in accordance with such authoritative standards appropriate to the Country of Manufacture as in the opinion of the Engineer ensures an equivalent or higher quality than the British Standard last published prior to the date of closing of the tenders.

COMPANY OFFICIAL CHOP:

- (b) If the Contractor offers materials, equipment, design, calculations or tests which conform to standards other than those published by the British Standard Institution, full details of the differences between the proposed standards and the equivalent British Standards, in so far as they affect the design or purpose of the equipment, are to be supplied by the Contractor if called upon to do so by the Engineer.

1.3 Statutory Regulations

- (a) The works and all plant, equipment and materials forming part of this contract are to comply in all respects with any relevant Malaysian Statutory Regulations, By Laws and orders currently in force.
- (b) Before conducting the Test on Completion the contractor shall produce, evidence showing (where applicable):-
 - i) Approval from relevant authorities for installation and operation of the plant supplied in this contract.
 - ii) That the plant conforms to the prevailing standards and regulations of Federation of Malaysian Factories and Machinery Act 1967 and its amendments.

1.4 Correspondence

All correspondence on matters arising out of the contract is to be addressed by the Contractor to TDMP for the attention of the Engineer.

1.5 Units of Measurement

- (a) In all correspondence, in all technical schedules and on all drawings Metric Units of measurement are to be employed. On drawings where British or other units have been used, it will be in order if the equivalent metric measurement is suitably marked in addition.
- (b) For the purposes of the contract, the following units of measurement are defined:-

Tonne	:	1,000 kg.
Litre	:	1,000 cc.
km	:	1,000 m.
Atmosphere (when used as a unit of pressure)	:	1.01325 bar

COMPANY OFFICIAL CHOP:

2.0 Contractor's Responsibility

2.1 Erection And Checking At Site

- (a) All work at the site is to be carried out in such a manner as not to obstruct the operations of any other contractor on the site or the operation of the Palm Oil Factory.
- (b) The carrying out of all work included in the contract is to be supervised by a sufficient number of qualified representatives of the contractor and full facilities and assistance are to be afforded by the contractor to the Engineer to inspect and check the work at all stages of erection.
- (c) The Contractor is to obtain for the Engineer, details of the parts which he wishes to inspect, out such inspection shall in no way exonerate the contractor from any of his obligations. The Contractor, if requested by the Engineer, is to open up for inspection before re-erection any equipment which has been delivered to the site partly assembled.
- (d) The contractor is to keep the site on which he erects or stores plant, reasonably clean, removing all waste material resulting from the works, as it accumulates and as reasonably directed. On completion of the works the site is to be left clean and tidy to the satisfaction of the Engineer. Any damage done to buildings, structures and plant or properly belonging to FPI is to be made good at the contractor's expense.
- (e) The Contractor is to be responsible for satisfying himself as to the correctness of the electrical and mechanical connections to all plant supplied under the contract before such plant is brought into commission.
- (f) The Contractor is to provide all scaffolding ladders, platform with the boards and handrails essential for proper access of workmen and inspectors, covers or rail off all dangerous openings or holes in floors and afford adequate protection against materials falling from a higher level on to personnel below.
- (g) The Contractor shall hand over one set of complete approved drawings by the Factory And Machinery Department.

2.2 Contractor's Responsibilities

- (a) Unless stated specifically to the contrary with the tender with full supporting explanations, the Contractor will be deemed to have concurred, as a practical manufacturer, with the design and layout of the works as being sufficient to ensure reliability and safety in operation freedom from undue stresses and satisfactory performance in all other essentials as a working plant.
- (b) The contractor's representative on the site or his nominated deputy is to be given full responsibility of enter into negotiations regarding points arising out of erection, so that the work may be expedited with as few delays as possible.
- (c) Unless otherwise specified, the contractor is to supply the whole of the labour and equipment required for the completion of the works.

COMPANY OFFICIAL CHOP:

- (d) The contract is to include the whole of the works which are described in or implied by the contract document. All matters omitted from the contract document, which may be inferred to be obviously necessary for the efficiency, stability and completion of the works, shall be deemed to be included in the contract prices.

2.3 Details Of Offer And Variations From Specifications

- (a) The tender is to be accompanied by a detailed specification of the various items of plant and equipment which are offered.
- (b) Each tender is to be accompanied by a tabulated statement, showing clearly and in order of the relevant clauses, any departure from the specifications.
- (c) The tender is to be accompanied by details regarding the gross and nett heating surfaces of the boiler. The percentage of heat (in terms of kj) absorbed by the generation tubes, furnace wall cooling tubes and superheater shall be stated.

2.4 Drawings

- (a) The tenderer shall submit with his tender the general arrangement the steam turbine utilising the space available in the mill.
- (b) The tenderer is to submit with his tender general dimensioned drawings showing all the essential items of the plant being offered, in plan and in sectional views, together with sufficient details to enable the general arrangement of plant to be determined.
- (c) Typical drawings are also to be submitted showing all essential details for construction of the various items of plant and the materials to be used, including ladders, railings, galleries and chimneys. Foundation drawing and loading diagram indicating any concrete structure and platform are also to be submitted together.
- (d) Before the work is put in hand, dimensioned drawings showing all details of the plant and materials to be used are to be submitted to the Engineer. The drawings are to be submitted in triplicate before the commencement of erection of the boiler and in any case in sufficient time to permit modifications to be made if such are deemed necessary by the Engineer without delaying the delivery of the contract work. The drawings submitted are to be modified as necessary if requested by the Engineer and resubmitted in triplicate before the commencement of erection of the boiler.
- (e) If the contractor requires early approval of any drawings to avoid delay in the delivery of the contract works, he is to advise the Engineer to such effect when submitting the drawings.
- (f) It is to be understood, however, that approval of the drawings will not exonerate the contractor from any responsibility in connection with the work.
- (g) Upon the approval of the design by the Machinery Department, the contractor shall hand over three copies of complete approved drawing to the Engineer.

2.5 Preparation and Maintenance Instruction

- (a) When the general arrangements and details of the plant have been finalised and not later than four (4) months before commissioning commences, the contractor is to submit to the Engineer for approval fully detailed operation and maintenance instructions.
- (b) The details are to cover the main plant and all associated ancillary equipment as supplied under the contract. It will not be sufficient to incorporate manufacturer's standard brochures as part of the text unless they refer particularly to the equipment supplied and are free of extraneous matter.
- (c) The information provided should include the whole of the corrected scheduled data called for the tender, essential flow and circuit diagrams, pipe work, general arrangement and detailed drawings of the installation, make, mention of special materials where used and include schedule of lubricants and all ball and roller races employed on the plant. The drawings and diagrams which may be approved existing drawings reduced to a convenient size, should be bound into the volume and not inserted into cover pockets.
- (d) If the complete text is unduly bulky, then the manual is to be appropriately sub-divided, and produced in multi-volume form. When approved, three copies for EACH boiler of the complete text, diagrams and drawings as made up in draft form are to be handed to the Engineer for distribution and these are to be provided not later than two months before commissioning commences.
- (e) The name of TDMP and Mill followed by a brief description of the plant is to be inscribed upon the spine of the cover and, if the instructions are contained in several books these are to be marked with the appropriate volume number.

2.6 Instruction of Local Staff

During and after the period of erection when TDMP deems it advisable to send to site those employees later intended to operate and maintain the plant supplied under this contract, the contractor, without additional cost, is to instruct such employees in the operation and maintenance of the said plant. This course of instruction is to be carried out by one or more of the contractor's site staff using for purposes of tuition the English Language. The cost of this service is to be considered as part of the Contract Price.

3.0 Malaysian Materials And Facilities

It shall be a condition of tendering that where possible, maximum use shall be made of goods and materials manufactured in Malaysia and of Malaysian labour, skills and facilities. Boiler chimneys, ladder, galleries, railings, common red bricks and the like, should be manufactured or obtained locally.

COMPANY OFFICIAL CHOP:

4.0 British Standard Specification

Although British Standard Specifications have been used as reference in these specifications, plant meeting other authoritative standards which ensure an equal or higher quality will also be accepted.

5.0 Availability of Spares

Items of plant such as electric motors, switch gear, valve, motors and recorders, pumps, reduction gear boxes, wherever possible, shall be of makes that are of proven reliability and have well established local agents who are able to provide comprehensive after sales service.

6.0 Insurance Coverage

- (a) Workmen's Compensation (20 % of the Contract Price) inclusive of Endorsement A & B, W 60 (amended) and Common Law Clause. The policy shall also cover workers working at level above 40 ft. from the ground floor.
- (b) Erection All Risk to cover the total Contract Price Freight, Custom duties and Taxes, Cost of Erection and Clearance of Debris.
- (c) Third Party Liability to cover a minimum value of RM 1,000,000.00 per accident and shall be inclusive of Cross Liability Clause.

7.0 Taking-Over Certificate and Defects Liability Period.

- (a) The taking-over certificate will be issued by the Engineer upon satisfactory completion of the taking-over tests as mentioned in the preceding paragraphs.
- (b) The defects liability period shall commence from the date of taking-over as mentioned in the taking-over certificate.

4 . TESTS ON COMPLETION

1.0 Dates Of Practical Completion, Commissioning And Taking Over Tests:

- 1.1 The contractor shall allow a period of one (1) months from the date of practical completion for the connecting up the system.

2.0 Taking Over Test

- 2.1 When the contractor has notified the Engineer that he is ready for the taking-over tests, the Engineer shall arrange for such tests in accordance with the contract and the plant shall be required to operate under the working conditions of a palm oil mill, without failure of any kind over four (4) consecutive days. These tests, as described below, are to be conducted and supervised by the contractor at his full responsibilities.
- 2.2 Should any failure (other than of an entirely minor nature) occur in any item of the plant due to or arising from faulty design, materials, workmanship or improper operation, the 4 days test period is to be repeated for the complete plant after the contractor has remedied the cause of failure. The onus of proving that any failure is not due to faulty design, materials and workmanship shall lie with the contractor.
- 2.3 During the test period, the safety devices (e.g. safety valves, standby pumps, alarms, etc.) shall be tested where practicable. Paralleling tests, and other mechanical and electrical tests shall be carried out as may be considered necessary by the Engineer to ensure that the plant supplied complies with these specifications.
- 2.4 During the taking-over test, the plant is to be operated by TDMP staff under the direction and supervision of the Contractor's representative and to the mutual satisfaction of the parties concerned.
- 2.5 Should the plant or any portion thereof fail during the tests to give the required performance, any further tests which may be considered as necessary by the Engineer shall be carried out again and the whole cost of the repeated tests is to be borne by the Contractor.

3.0 Staff Training

- 3.1 Upon the successful commissioning, the contractor shall provide full course training to mill operators on the boiler operation and instrumentation control before handing over the operation to the supervising engineer.

COMPANY OFFICIAL CHOP:

- 3.2 The training shall cover theoretical and practical aspect of the boiler operations, safety and maintenance. The contractor shall submit the proposed training curriculum's as instructed by engineer before commencing the training.
- 3.3 The training shall be conducted for four (4) hours for a period of five (5) consecutive days. First two (2) hours shall cover the theoretical aspect of boiler operation, safety and maintenance.
- 3.4 The training shall be conducted by a competence boiler operators having at least five (5) years of working experience in steam turbine's operation and maintenance.

4. SAFETY AND HEALTH REGULATIONS FOR CONTRACTORS

1.0 INTRODUCTION

- 1.1. These safety and health regulations are a summary of the rules and regulations that TDMP requires all contractors and their subcontractors to follow in their program of accident prevention. They are not intended to be an all-inclusive set of rules, but are indicative of the level of care and attention to safety that all contractor personnel shall follow when working at TDMP premises.
- 1.2. The **work shall not proceed** until the proper precautions have been taken to protect the safety and health of all **workers** involved. Accidents and injuries are not a necessary part of any job and can be prevented by following the appropriate safe work practices.

2.0 REGULATION AND LAWS

All latest editions applicable Federal and State Government acts, regulations, laws and codes shall be followed, including and require licensing of workers, inspections and certification of equipment. This includes, but is not limited to:

- a) **Occupational Safety and Health Act [OSHA] 2024** and its related regulations.
- b) **Department of Environment, [EQA 1974]** and its related regulations.
- c) **Malaysian Sustainable Palm Oil (MSPO) Certification Standard**
- d) **Street, Drainage And Building Act 1974**

COMPANY OFFICIAL CHOP:

e) **Uniform Building By-Laws, 1984**

3.0 CONTRACTOR RESPONSIBILITY

- 3.1 The contractor agrees to accept all responsibility,
- a) for the **safety and health of his or her workers and subcontractor's workers;**
 - b) to meet **the TDMP occupational safety** and health policy;
 - c) to provide supervisors **that are competent in safety** and health matters;
 - d) to provide direct **supervision of new or untrained workers as necessary to support safe** work; and
 - e) to explain the **safety and health regulations** to his or her employees at the worksite and **ensure** that they comply with them.
- 3.2 The contractor will **make** every effort to ensure the property is not damaged and that his or her employees and other workers are not subjected to injury as a result of the operations in TDMP premises.
- 3.3 The contractor is further responsible to ensure that all his or her subcontractors adhere to the requirements specified herein.
- 3.4 The contractor is required at all time to co-operate with the TDMP designated Person in Charge and to rectify immediately and matters brought to the contractor's attention. Failure to rectify and substandard act or condition will entitle TDMP to stop Contractor's works or make other arrangements and will allow TDMP to deduct any associated cost from the contracts sum.
- 3.5 The contractor shall be deemed to have allowed for the cost of these Safety and Health Regulations within the tendered price.

4.0 UNSAFE CONDITIONS OR PRACTICES

- (a) The contractor shall correct and report any unsafe conditions or practices observed.
- (b) All related work shall cease until such conditions or practices are remedied or controlled. All such reports will be made to TDMP Persons in charge as soon as is practicable.

COMPANY OFFICIAL CHOP:

5.0 SAFETY AUDITS AND INSPECTIONS

At all times it is the contractor's responsibility to keep work areas free from hazards which could affect the worker's safety and health.

6.0 INSTRUCTION BEFORE STARTING WORKS

- (a) Before starting work TDMP Persons in charge of the project of the project shall be contacted for specific instruction concerning site hazards and any special safe work practices particular to that site.
- (b) The contractor will review the safe work practices with TDMP Persons in Charge and all other effected parties.

7.0 SAFE WORK PERMITS

- (a) The contractor shall apply for Safe Work Permit TDMP Person in Charge before commencing any works which may pose danger to the public.
- (b) The permits will be issued to a competent person on the contractor's site staff who shall be responsible for supervising the work on site.
- (c) The purpose of these permits is to ensure that all parties are informed and aware of a dangerous/hazardous activity being carried out.

8.0 CONFINED SPACES PROTECTIVE

- (a) Entry by a worker into any confined space shall be under the control of suitable written procedure [see Safe Work Permit] meeting all legislated TDMP requirements for testing, ventilation, recording of test data and personal protection.
- (b) The contractor competent person is responsible for ensuring that all necessary test and protective measures are implemented.
- (c) Dangerous gases or oxygen deficiency cannot always be detected by sight or smell and areas which may contain a harmful atmosphere must be properly tested.
- (d) All areas found to be dangerous to personnel must be ventilated immediately and checked with suitable gas detection equipment to ensure it is safe to work before work is **started or resumed**.

9.0 PROTECTING CLOTHING AND EQUIPMENT

- (a) The contractors shall meet shall all legislated and TDMP requirements for the provision and use of protective equipment and clothing at the worksite.
- (b) Requirements for the use of protective equipment shall be prominently posted in the area.
- (c) Loose clothing must not be worn at places where it might become entangled with rotating equipment or otherwise present a hazard.
- (d) Where there is the potential for exposure by a worker to oxygen deficiency or an air bone contaminant exceeding the prescribed occupation exposure limits, approved respiratory equipment must be worn.
- (e) All the protective equipments shall be furnished by the contractor.
- (f) All such equipment that is damaged or worn shall be replaced or repaired before being used.

10.0 ACCIDENT PROCEDURES

- 10.1 A serious incident is defined as a serious life endangering event such as a major actual collapse of structural work, false work or plant or any incident causing multiple injuries to workers.
- (a) In the event of a fatal accident or serious incident the contractor shall immediately stop work on the site in an ordered and sequential manner expect for completion of any activities the requires continuity such to prevent cold joints or other future structural problems.
 - (b) The contractor shall immediately notify TDMP'S Person-in-Charge.
 - (c) The contractor shall implement an immediate systematic safety check of the worksite to ensure that the worksite are safe and that there is no risk of a repetitive or similar accident. Any unsafe areas/acts shall be remedied immediately. This check will be monitored and audited by TDMP'S Person-in-Charge.
 - (d) Work shall not resume until the contractor has signed off the worksite, sector by sector, as being in all respects safe. This sign off shall be countersigned by TDMP'S Person-in-Charge who will authorize a resumption of work, sector by sector if necessary.

COMPANY OFFICIAL CHOP:

- (e) Department of occupational safety and Health [DOSH] have made their inspections and given their authority for a resumption of work in the accident area.
- (f) The contractor shall be responsible for notifying the deceased's family and for settling all issues relating to insurance and compensation.

10.2 For less Serious Accident/Incidents,

- (a) The contractor shall immediately stop work at the location of the accident/incident.
- (b) The contractor shall immediately notify TDMP Person in Charge.
- (c) The contractor shall investigate the causes of the accident/incident and review its safe work practices in the work location.
- (d) Work shall not resume at the accident/incident location until the contractor and TDMP'S Person in Charge are satisfied that the work area and working method are safe.

11.0 ENVIRONMENTAL PROTECTION

Contractors must conform to TDMP'S Policy and comply with the requirements of it's aims regarding Pollution Control.

12.0 CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH

Contractors are required to make an assessment to every operation involving the use of substances which may be hazardous to health. The assessment is to be recorded and held available for TDMP'S Inspection.

13.0 SAFETY SIGNAGE

The Contractor shall, at its own expenses supply and install safety signs around the worksite. These shall include, but not be limited to, illustrated signs instructing its workforce to wear safety helmets, boots and harnesses and to always carry their security pass or warning to the public.

14.0 CONTRAVENTION OF SAFETY LEGISLATION

- (a) The contractor is advised that TDMP'S will stop the contract works if,

COMPANY OFFICIAL CHOP:

TO SUPPLY, DELIVER TO SITE, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEE ONE (1) UNIT OF HIGH PERFORMANCE 3-PHASE PALM OIL DECANTER SYSTEM C/W 2-STAGE AUTOMATIC MULTI-CYCLONE DE-SANDING SYSTEM AND ANCILLIARY WORKS OF CIVIL, MECHANICAL & ELECTRICAL AT KILANG SAWIT SUNGAI TONG, SETIU, TERENGGANU.

- (b) there is, or there is likely to be a contravention of the requirements of current safety and health legislation.
- (c) Fail to correct any sub-standard act or condition or to make alternative arrangements.

THIS PAGE IS INTENTIONALLY LEFT BLANK

COMPANY OFFICIAL CHOP:

SECTION C: TECHNICAL PROPOSAL FROM TENDERER

TECHNICAL SPECIFICATION OF HIGH PERFORMANCE 3-PHASE PALM OIL DECANTER SYSTEM C/W 2-STAGE AUTOMATIC MULTI-CYCLONE DE-SANDING SYSTEM OFFERED BY TENDERER

ITEM	DESCRIPTIONS	PROPOSAL
A	General Information	
1	Maker/Model	
2	Country of origin	
3	Power Requirement (kW)	
4	Weight (Kg)	
5	RPM	
6	Automatic re-circulating oil lubrication system	AUTOMATIC / MANUAL (PLEASE SELECT ACCORDING TO THE TENDERER'S PROPOSAL)
B	3-PHASE DECANTER	
1	Max. oil loss in decanter heavy phase (% on wet basis)	
2	Max. oil loss in decanter solid cake (% on dry basis)	
3	Max. moisture in decanter solid cake (%)	
C	1st Stage Automatic De-Sanding Cyclone System (Primary De-Sanding System)	
1	Pressure drop	
2	Working pressure	
3	Trapping efficiency	
4	Operating capacity	
D	2nd Stage Automatic De-Sanding Cyclone System (Secondary De-Sanding System)	
1	Pressure drop	
2	Working pressure	
3	Trapping efficiency	
4	Operating capacity	

Note : All other details specification to be furnished under separate sheets.

COMPANY OFFICIAL CHOP:

Tenderer Particular and declaration:

We declare that we have studied the tender documents and specifications required and have filled the detailing of the Technical Specification of the specified 3- Phase Decanter c/w 2-stage automatic multi-cyclone de-sanding system. We will not hold any parties responsible except ourselves for any misinterpretation or not understanding the requirements in the tender documents. The performance of the 3- Phase Decanter c/w 2-stage automatic multi-cyclone de-sanding system will be guaranteed by the tenderer relating to the full scope of supply to the tender irrespective of any representation by agents tendering this contact.

Name of Tenderer : _____

Address: _____

SIGNATURE AND TENDERER'S COMPANY STAMP

.....

COMPANY OFFICIAL CHOP:

SECTION D: SCHEDULE OF CONTRACT VALUES

No.	Item	Quantity	Price / Unit (RM)	TOTAL (RM)
1	Preliminaries items listed below : i. Contractor all risk and third-party liability's insurance ii. Worker's workmen compensations's insurances iii. Mobilization and demobilization.	1 Lot		
2	3-Phase Decanter c/w accessories Capacity for Conv.: Up to 27 m3/hr.	1		
3	First Stage Desander Capacity : 30 m3/hr of diluted sludge	1		
4	Second Stage Desander Capacity : 30 m3/hr of diluted sludge	1		
5	Desanding pumps (<i>To specify no. required</i>)			
6	Light Phase Pump (<i>To specify no. required</i>)			
7	Platform & Structure Support	1 Lot		
8	Electrical Works	1 Lot		
9	Installation at site	1 Lot		
10	Testing, Commissioning & Training at site	1 Lot		
SST TAX				
GRAND TOTAL (RM)				

TENDER PRICE PROPOSAL IN WORDS (MALAYSIAN RINGGIT):

COMPANY OFFICIAL CHOP:

i) THE PROPOSED TENDER PRICE IS VALID UNTIL:

ii) DURATION OF THE PROPOSED WORK TIME COMPLETED: _____ **MONTHS**

TENDERER:

WITNESSES:

SIGNATURE:.....

SIGNATURE:.....

NAME:

NAME:

IC NO:

IC NO:

DATE:.....

DATE:.....

COMPANY'S STAMP :

COMPANY'S STAMP :

COMPANY OFFICIAL CHOP: