TDM PLANTATION SDN BHD

DOCUMENT A: TECHNICAL PROPOSAL

TENDER TITLE: TENDER FOR 'CONSTRUCTION AND COMPLETION OF WATER RESERVOIR WITH CAPACITY 85,000 m^3 AND ANCILLARY WORKS AT SUNGAI TONG PALM OIL MILL (STPOM), SETIU, TERENGGANU'

TENDER NO: TDMP/25/2026

COMPANY NAME:
COMPANY ADDRESS:
CONTACT PERSON : POSITION : CONTACT NUMBER : DATE :
COMPANY OFFICIAL CHOP:

TDM Plantation Sdn Bhd	
TENDER NO: TDMP/25/2026	**TENDER TITLE:**
DATE: 10 NOV 2026	TENDER FOR 'CONSTRUCTION AND COMPLETION OF WATER RESERVOIR WITH CAPACITY 85,000m3 AND ANCILLARY RELATED WORKS AT SUNGAI TONG PALM OIL MILL, SETIU, TERENGGANU
LOCATION: STPOM	

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COMPANY OFFICIAL CHOP:

SECTION A: TENDER GENERAL INFORMATION

1.0 GENERAL TENDER CONDITIONS

1.1 The contractor shall comply with the quantity and rate of payment, as well as 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 have the following meanings:-

1.3.1 **TDMB** – means TDM Berhad

1.3.2 **TDMP**- means TDM Plantation Sdn Bhd

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 their absolute heirs, administrators of their property, persons authorised by them or the persons who inherit their place and representatives appointed by them.

1.3.4 **AUTHORITY OFFICER** means the Chief Executive Officer, General Manager, Manager, or any officer authorised 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 Contract, 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 delivery to the Contractor if sent by ordinary post to the Contractor's address specified in this document, which will constitute an agreement.

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 review the work details, bill of quantities, plans and drawings, and the mode of work. Any claims or additional costs will not be allowed beyond the price in the original proposal if the agreement has been issued by **TDMP** to the successfully appointed tenderer.

COMPANY OFFICIAL CHOP:

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 agreement.

2.4 The successfully appointed contractor shall commence work no later than (7) seven days after the date the Letter of Award (LOA) is signed/accepted 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 treated as representing the successfully appointed contractor and as having been given to the contractor and understood by the contractor.

2.7 A successfully appointed contractor shall ensure that all employees hired to carry out work under the agreement have sufficient skills and are well-behaved. If, in the opinion of the Superintendent's Officer, an employee appointed by the contractor behaves inappropriately, the Superintendent's Officer shall inform the contractor and, after receiving written instructions from the Superintendent's Officer, shall immediately move the employee out of the work area and will not allow the employee to return to the work area without first obtaining permission from the Commanding Officer.

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 to the TDMP for the supply of working equipment, all facilities are treated as debts to be collected 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, including but 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 an 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 its 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 permitted to sub-contract the contract to another company, either in whole or in part, without the written permission of TDMP. If the Contractor is permitted to do so, the Contractor is solely responsible for ensuring that the sub-contractor complies 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, 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 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 payment, the following documents must be submitted by the appointed Contractor to the **TDMP's Finance**, namely:

a) Invoice;

b) Purchase Orders and Delivery Orders;

c) Receive Service or Works Note

d) any other supporting documents (if applicable)

TDMP will process the documents above and pay the Contractor within **ninety (90) working days**, provided the documents are valid and complete for processing.

3.4 For the AGREEMENT, all payments made by **TDMP** to the Contractor are without prejudice to any claim or right that **TDMP** may have against the Contractor 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 AGREEMENT by the Contractor and **TDMP**. The Contractor 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).

4.0 PERFORMANCE BOND AND RETENTION SUM

4.1 The Contractor shall, on the date of the possession of the site, provide a Performance Bond or Performance Guarantee sum as the case may be, to be issued by an approved licensed bank or financial institution incorporated in Malaysia in favour of the TDMP for a sum equivalent to **five per cent (5%)** 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 **Retention Sum:** The contract is also to impose the **Retention Sum** of five per cent (5%), where the deduction shall be made from the first interim payment and subsequent interim payments up to the total amount deducted equal to five per cent **(5%) 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.

4.3 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 fails to perform or fulfil its obligations under the Contract and the failure is not remedied in accordance with the Agreement Contract.

4.4 If payment is made to **TDMP** against any claim under the Performance Bond, the Contractor shall issue it to **TDMP**, while for additional security, the Contractor 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.

4.5 **Performance Bonds** (or any remaining present value to the credit of the Contractor) and **Retention Sum** may be released or returned to the Contractor upon expiry of twelve (12) months from the period of Defect Liability (Defect Liability Period) and when the certificate of completion of the entire Defect Repair is issued.

4.6 Notwithstanding the foregoing, in the event of termination of this Contract, the **Performance Bond** and **Retention Sum** or any remainder shall be handed back to the Contractor.

5.0 WORK ORDER PROCEDURE

5.1 An order will be submitted to the Contractor 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.

5.2 The Contractor 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 shall, at all times during the period of the AGREEMENT, fully comply with the terms set out in the Order Document to be issued by TDMP and always fulfil the conditions contained in the agreed AGREEMENT. TDMP reserves the right, in accordance with Clause 5.1, to vary or cancel any Order Document for any reason whatsoever, by giving prior notice before the scheduled delivery date. The Contractor may discuss with TDMP any additional costs and expenses incurred by the Contractor as a result of any cancellation or change to the Order Document, including short-period order decisions, which shall be determined and made by TDMP.

5.4 The quantity, quality and description of any specification of the Services or Works shall be as set out in **the 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 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 shall immediately notify **TDMP** of any circumstances which may cause a delay in all development progress. As such, the appointed Contractor shall take 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 as agreed in the AGREEMENT.

6.3 Notwithstanding the efforts of the appointed Contractor according to Clause 6.2 above, if the Contractor 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 shall provide the necessary assistance. All additional costs and expenses incurred in connection with the above, including the amount by which the procurement price exceeds the price in the AGREEMENT, shall be borne by the Contractor. When the Contractor 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 as soon as practicable.

COMPANY OFFICIAL CHOP:

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 shall deliver the Services or Works to the premises to be prescribed by **TDMP**. The Contractor shall arrange appropriate transportation to any premises prescribed by TDMP and shall ensure that such transportation is adequately insured. The cost of transportation of the Services or Works shall be borne by the Contractor.

6.6 The Contractor 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 based on **the TDMP** valuation.

6.7 The Contractor 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 that the appointed Contractor fails to fulfil its obligation under the agreed **AGREEMENT,** resulting in or contributing to the cessation of duty or interruption in the **TDMP** operation 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 shall indemnify **TDMP** in accordance with Clause 7.3 below. The parties acknowledge and agree that the liquidated damages constitute a genuine pre-estimate of the loss that TDMP will suffer, including, without limitation, loss of profits, reputation, and goodwill.

7.2 In the event that the appointed Contractor 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 AGREEMENT, the appointed Contractor shall be liable to pay damages **per day** in accordance with the following formula:-

$$\text{LAD} = \frac{\text{Contract value x (FLR) or 10\%, whichever the highest}}{365}$$

7.4 If an amount of the paid amount is settled by the appointed Contractor 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 under this AGREEMENT; Or

b) require the Contractor to pay the amount to **TDMP** immediately upon such demand being made.

8.0 "WARRANTY"(WHERE APPLICABLE)

8.1 The Contractor 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.

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

9.0 THE APPOINTED CONTRACTOR OBLIGATION

9.1 A successfully appointed Contractor shall make the best use of their 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 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 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 to comply.

9.3 The Contractor 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 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 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 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, regulations, including but not limited to industry standards.

10.0 TERMINATION

10.1 The AGREEMENT may be terminated by **TDMP** by giving the Contractor 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 to terminate the contract agreement:-

10.2.1 If the Contractor 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 business licenses are revoked or suspended;

10.2.3 if the Contractor is declared bankrupt or incurs debts until unable to carry out the Services or Works;

10.2.4 If the Contractor passes a resolution to transfer its business or its assets to or merge with another entity;

10.2.5 upon failure of the Contractor to supply the Services or Works for no reason or a reason which is not reasonable and not accepted by **TDMP**; Or

10.2.6 upon failure of the Contractor to deliver the Services 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 shall inform **TDMP** as soon as possible for consideration by TDMP to avoid termination of the Agreement.

COMPANY OFFICIAL CHOP:

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 of 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.

11.0 SERVICE OR NOTICE WORKS

11.1 Any notice or other communication under or in connection with the 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 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 form.

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 of, 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 any affiliates, subsidiaries, related companies, Contractors and/or TDMP customers or Contractors, where knowledge or details of such information are received during the duration and continuity of the agreed Agreement Contract.

12.2 **TDMP** and the Contractor 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.

COMPANY OFFICIAL CHOP:

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

13.1 The Contractor shall acknowledge and agree that **TDM BERHAD (TDMP)** is the exclusive owner of **the TDMP** corporate trademark, including the name and logo of **TDMP**. The Contractor shall not use or display the **TDMP**'s mark directly or indirectly without the prior written consent of **TDMP** and/or **TDMP**.

13.2 The Contractor 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 in the said Service, that such rights are valid and do not infringe any letters patent or other rights not held by the Contractor, and that, in this respect, the Contractor shall indemnify TDMP and/or TDMP against any costs, damages, expenses or royalties arising out of any proceedings brought against TDMP and/or TDMP or any customer of TDMP and/or TDMP by any third party for infringement of the said Intellectual Property Rights/Patent Rights.

14.0 INDEMNITY

The Contractor shall indemnify and hold TDMP harmless from and against any actions, claims or demands whatsoever, whether 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 by or arising from the performance of the Scope of Work by the Contractor under this LOA, save where such actions, claims or demands are 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)

If any party is affected by Force Majeure that 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.

15.1 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 Event, which, for the said agreement, shall include events that are beyond any of the parties' control, that neither party could have reasonably foreseen or provided for before entering into the said agreement, and that, having arisen, could not have been reasonably avoided or overcome by either party, and which is not attributable to any of the parties.

COMPANY OFFICIAL CHOP:

15.2 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 radioactive pollution, except as may be associated with the use of such bullets, explosive materials, radiation or radioactive pollution; And

(v) natural disasters such as earthquakes, typhoons, tsunamis, or volcanoes.

16.0 MISCELLANEOUS

16.1 The Contractor 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 enquiries to supply the Services or Works in accordance with the terms and conditions of the AGREEMENT. The Contractor shall not be entitled to any additional payment or be relieved from any obligation or liability under the AGREEMENT.

16.2 This AGREEMENT is a legal, binding obligation of the Contractor and is enforceable in accordance with its terms.

16.3 This AGREEMENT shall be binding on the respective parties 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 appointed by **TDMP** under this AGREEMENT shall monitor the entire Services or Works carried out by third parties, ensuring the Services or Works are completed on time, meet quality standards, and comply with the specifications agreed in this AGREEMENT.

COMPANY OFFICIAL CHOP:

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, remedy, 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 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 authorised 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** shall be borne by the Contractor. 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.

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 on Blowing Information

COMPANY OFFICIAL CHOP:

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.

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 at 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 that 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 that contravenes the terms further undertakes to cooperate by providing all assistance as required by the non-compliant Party if the latter faces any investigation or proceeding for breach of the Anti-corruption provisions set out above.

COMPANY OFFICIAL CHOP:

SECTION B: TENDER NOTICE

TDM PLANTATION SDN BHD invites experienced contractors having a **minimum CIDB registration Grade 4 (G4), CE21,B04,M15** to submit tenders for the following works:-

TENDER FOR 'CONSTRUCTION AND COMPLETION OF WATER RESERVOIR WITH CAPACITY 85,000 m^3 AND ANCILLARY WORKS AT SUNGAI TONG PALM OIL MILL (STPOM), SETIU, TERENGGANU'

Tender documents can be obtained from: -

TDM Plantation Sdn Bhd

WISMA TDM,

443D, Jalan Kamaruddin
20400, Kuala Terengganu,
Terengganu.

Tel: 09-620 4800/09-622 800

Fax: 09-620 4803

Tenderers are required to submit their bids in sealed envelopes and marked:

Only tenderers who attend the tender briefing are eligible to submit a tender proposal. The tender documents shall be divided into two (2) separate documents and placed in one (1) large envelope, securely sealed and properly glued. The Tender No., Tender Title, and the label **"TENDER DOCUMENT"** shall be clearly stated on the top left-hand corner of the envelope.

1) Technical Proposal

The Technical Tender Documents shall be submitted in a properly sealed envelope. The upper left-hand corner of the envelope must state the Tender No., Tender Title, and be labelled "TECHNICAL DOCUMENTS." Interested Contractors shall submit evidence of the company's financial capability, duly certified by the Company Secretary, together with the following documents. The documents shall be arranged in the order below and accompanied by an index:

a. Company Profile.

b. Organization Structure and proof that the company has been established for not less than three (3) years.

c. Latest certified copy of the Bumiputera status certificate, if the company is a Bumiputera company.

d. Latest copy of the registration with the Companies Commission of Malaysia (SSM).

e. Copy of Form 9 (Certificate of Incorporation of Private Company).

COMPANY OFFICIAL CHOP:

f. Copy of Form 24 (Return of Allotment of Shares).

g. Copy of Form 44 (Notice of Situation of Registered Office and of Office Hours and Particulars of Changes).

h. Copy of Form 49 (Return Giving Particulars in Register of Directors, Managers and Secretaries and Change of Particulars).

i. Copies of the latest three (3) years' Audited Financial Statements.

j. Copy of the latest six (6) months' Financial Statements certified by the bank.

k. Latest statement of employees' Employees Provident Fund (EPF/KWSP) contributions for the most recent three (3) months.

l. Copies of evidence of contracts comparable to the advertised project, including details of comparable works, with a minimum work period of three (3) years, including:

    i. Contract Value (RM);

    ii. Contract completion period; and

    iii. Client reference/supporting documents, together with the front page of the contract; list of equipment or machinery relevant to the works, whether owned or rented, together with supporting evidence such as ownership documents/grants or rental agreements.

COMPANY OFFICIAL CHOP:

2) Price Proposal Tender Documents

The Price Proposal Tender Documents shall be prepared based on the Tender No. and Tender Title offered. All price proposals shall be placed in a single envelope subject to the following requirements:

a) The envelope shall be properly sealed with adhesive. If the envelope is opened or its contents are exposed, it will not be accepted and the tender proposal will be immediately disqualified.

b) The upper left-hand corner of the envelope shall state the Tender No., Tender Title, and be labelled "PRICE PROPOSAL TENDER DOCUMENTS."

c) The Price Proposal Tender Document shall state the company name, name of the company representative, telephone number, and email address for contact purposes.

Note:

Local Contractors whose registered address is in Terengganu are encouraged to participate in this tender.

"TENDER FOR 'CONSTRUCTION AND COMPLETION OF WATER RESERVOIR WITH CAPACITY 85,000m³ AND ANCILLARY RELATED WORKS AT SUNGAI TONG PALM OIL MILL, SETIU, TERENGGANU"

The tender is to be submitted before **30 November 2026** before **12.00 pm**

Tender Box

TDM Plantation Sdn Bhd

WISMA TDM,

443D, Jalan Kamaruddin
20400, Kuala Terengganu,
Terengganu.

Tel: 09-620 4800/09-622 800

Fax: 09-620 4803

Tenders received after the tender closing will not be considered.

TDM PLANTATION SDN BHD does not bind itself to accept the lowest or any tender.

SECTION C: CONTRACTOR'S DECLARATION

We declare that we have studied the tender documents and specifications. We will not hold any party responsible, other than ourselves, for any misinterpretation or misunderstanding of the requirements in the tender documents.

Name of Contractor: _____

Address: _____

_____

_____

AUTHORISED SIGNATURE & **COMPANY STAMP**

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