

## NOTICE OF REQUEST FOR QUOTATION (RFQ)

Vendors are invited from company incorporated in Malaysia and registered with Tenaga Nasional Berhad (TNB) for supply, installation and commissioning of work as follows:

<b>RFQ Description</b>	Open RFQ for Renting Supply, Deliver, and Install Generator Set (GENSET) for Allo Cabin at Pencawang Masuk Utama Sedenak (PMU SEDENAK)
<b>Category of Works/Supplies</b>	Network
<b>RFQ Floatation Date</b>	Friday, 23 <sup>rd</sup> January 2026
<b>RFQ Closing Date</b>	Thursday, 29 <sup>th</sup> January 2026 (12.00 Noon)
<b>Submission of RFQ Documents</b>	<p>The RFQ Documents shall be submitted in <b>hardcopy</b>.  <i>(optional - softcopy via USB Drive)</i></p> <p><i>*Please attach together the TNB vendor registration certificate</i></p>
<b>Submission of the RFQ Documents shall be hand delivered to Allo Tender Box as per the following address:</b>	<p>ALLO TECHNOLOGY SDN BHD          Level 3, Left Wing,          NOVA Building,          Universiti Tenaga Nasional (UNITEN),          43000 Kajang, Selangor.          (Attn: Procurement &amp; Supply Chain Department)  <b>(RFQ No: ALLO-RFQ-GENSET-SEDENAK-2026)</b></p>

### 1. Qualification/Mandatory Requirement

- A company incorporated in Malaysia and registered with Tenaga Nasional Berhad. Tenderer to submit a valid vendor registration certificate with Tenaga Nasional Berhad (that yet expired).
- A company with CIDB certificate Grade G3-G7.  
*Category: E*  
*Sub-Category: E04 (Low Voltage Installation)*  
*and*  
*Sub-Category: E32 (Low Voltage Generation)*
- A company registered with Suruhanjaya Tenaga (ST) as Electrical Contractor (Borang Q).
- Established genset supplier with a proven track record and the company must have minimum no. of three (3) years of experience in the industry.
- The genset supplier must have their own generator set assets and must have a regional or state setup.

### 2. Contact info for Technical Enquiries

- Contact Person: Muhammad Syafiq Mokhid
- Email: [syafiqmokhid@allo.my](mailto:syafiqmokhid@allo.my)



A Tenaga Nasional Subsidiary

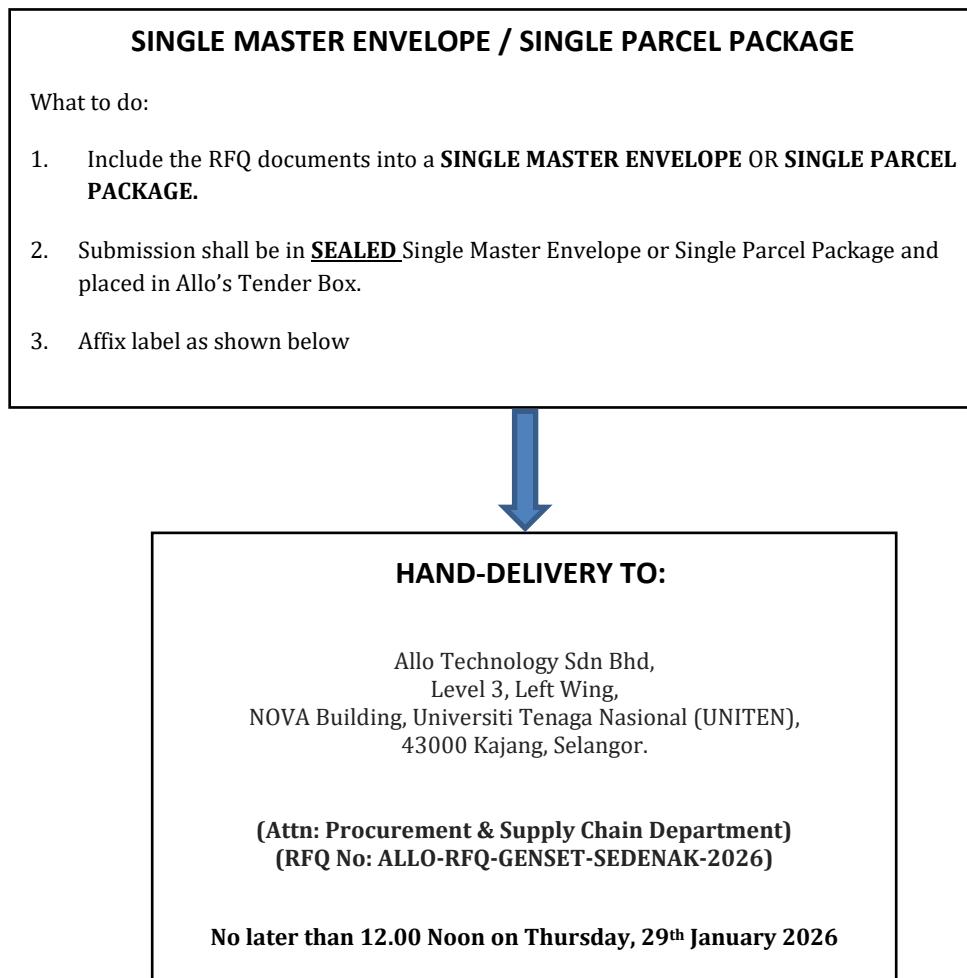
## NOTICE OF REQUEST FOR QUOTATION (RFQ)

### 3. Contact info for RFQ General Enquiries

- Contact Person: Muhammad Qayyum Mohd Nor
- Email: [gayyum@allo.my](mailto:gayyum@allo.my) / [procurementallo@allo.my](mailto:procurementallo@allo.my)

### 4. Submission of RFQ Document

Flow process for RFQ documents submission as per below:



**TITLE**

**REQUEST FOR QUOTATION ( RFQ ) FOR RENTING OF GENERATOR SET ( GENSET ) FOR ALLO CABIN AT PENCAWANG MASUK UTAMA SEDENAK ( PMU SEDENAK )**

**BILL OF QUANTITY**

No.	Description	U.O.M.	Quantity	Price/Unit	Total (RM)
<b>A</b>	<b>SCOPE OF WORK ( SOW )</b>				
1	Rental of 20kVA 3 Phase Diesel Generator Set c/w power cable connection from Genset to ALLO Cabin PMU Sedenak ( SDNK )				
	<i>Site Location : ALLO Cabin PMU Sedenak ( Latitude Longitude : 1.700360, 103.416817 )</i>				
	<i>Operating hours : 24 hours / 7 days a week continuous runtime</i>				
	<i>* Genset vendor to responsible for the quality and adequacy of the genset supply and for the timely delivery of the services in accordance with the standards and specifications</i>				
	Full rental service coverage including :				
a	Application to Jabatan Alam Sekitar ( DOE ) and Suruhanjaya Tenaga ( ST ) for genset installation				
b	Transportation c/w installation and demobilisation charges to and from site				
c	Diesel Refuelling, Schedule and unscheduled maintenance				
d	24 hours 7 days on-call emergency standby and on-site manpower support services for uninterrupted operations				
e	Insurance - Contractor All Risk ( CAR ) & Workmen's Compensation ( WC )				
f	Initial engagement is for 4 months, with extension / cancellation subject to Allo's discretion.				
g	Monthly CO <sub>2</sub> Emission Monitoring & Reporting				
<b>B</b>	<b>TENDER PRE-QUALIFIED CRITERIA</b>				
1	Established genset supplier with a proven track record and the company must have minimum no. of three (3) years of experience in the industry				
2	The genset supplier must have their own generator set assets and must have a regional or state setup.				
3	Have a valid CIDB registration certification of Tenderer or Sub-contractors with minimum Grade G3 specialization in E04 ( Low Voltage Installation and E32 ( Low Voltage Generation )				
4	Have a valid registration certificate of the Tenderer or Sub-contractors with Suruhanjaya Tenaga ( ST ) as Electrical Contractor ( Borang Q ).				
<b>C</b>	<b>TECHNICAL REQUIREMENTS AND SPECIFICATIONS</b>				
<b>1</b>	<b>Generator Set Specification for ALLO ACNS Cabin Sites</b>				
A	Generator Design - 20kVA silent-type genset. The full load output voltage of the genset shall be 415 volts, 3 phase, 4 wires, 50 Hz ± 0.25% with neutral solidly earthed. Diesel engine directly coupled with a 4 pole 3 phase Alternator				
B	Engine Rating - Prime Rated Power for Mutual standby and Standby Power for standby application according to comply BS 649 or equivalent standard.				
<b>D</b>	<b>SERVICE LEVEL AGREEMENT ( SLA ) REQUIREMENTS</b>				
	To ensure minimal service disruption, the following SLA terms shall apply:				
1	Response Time : Vendor must respond within 30 minutes upon notification of genset supply outage				
2	Delivery Time : Replacement Genset to be delivered and operational at site within 2 hours				
3	Uptime Guarantee : Genset must operate continuously ( 24/7 ) without interruption during the rental period. Vendor must provide backup unit within 2 hours in case of failure				
4	Support Availability : 24/7 support and hotline to be provided				
5	Preventive Maintenance : Vendor responsible for diesel fuel top-up and maintenance during rental period				
6	Reporting : Monthly usage report and log sheet to be submitted for rental claims				
<b>SST 6% (RM)</b>					
<b>GRAND TOTAL PRICE INCLUSIVE OF ALL APPLICABLE TAXES (RM)</b>					

Bil	Term & Conditions	Compliance	
		Yes	No
1	Payment Term : 45 days upon document verification and acceptance by Allo. (refer Appendix of POTC for milestone payment term) - Other terms please refer the POTC and the Appendix - Insurance - Refer POTC		
2	Commencement of works: 2 weeks upon PO issuance - Target to complete GENSET deployment by 2nd week of February 2026		
3	<i>All work must comply with Suruhanjaya Tenaga (ST) and TNB standards. Contractor is responsible for all safety and coordination during the work period</i>		
6	<i>Other terms please refer the POTC and the Appendix</i>		

*I acknowledge that I have read, understand and comply to the above job description in its entirety and capable of performing all of the stated requirements:*

*Signature:*

**Company**

**Name:**

**Name:**

**Email:**

**Phone No:**

**Company**

**stamp:**

**Date:**

**ALLO TECHNOLOGY SDN. BHD.**  
**TERMS AND CONDITIONS OF PURCHASE ORDER**

**1. DEFINITIONS**

- a. "ALLO" shall mean Allo Technology Sdn. Bhd. [Company No. 199901026101(501001-A)], its successor or permitted assigns;
- b. "Certificate of Practical Completion" means certificate to be issued by ALLO to the Contractor upon successful completion of the Tests on Completion;
- c. "Contract" shall mean this Terms and Conditions of Purchase Order including the Purchase Order, schedules and/or appendices attached herein and includes any such modifications, variations, amendments or additions thereto from time to time.
- d. "Contractor" shall mean the party responsible for delivering the Works pursuant to the Purchase Order issued by ALLO;
- e. "Defects Liability Period" means minimum period of one (1) year for notifying defects in the deliverables, such period being calculated from the issuance date of the Certificate of Practical Completion from ALLO to the Contractor. The Defects Liability Period shall cover on the Contract concerning the supply, delivery and/or installation of Equipment, implementation efforts, testing and commissioning of systems by the Contractor in accordance with the PO and this Contract;
- f. "Equipment" means the materials, the equipment, the goods, the hardware and/or the software which the Contractor is required to supply under the Contract;
- g. "Price" means the agreed sum stated in the Letter of Award for the design, execution, completion and the remedying of any defects for the Works including any adjustments (if any) in accordance with the Terms and Conditions of Purchase Order;
- h. "Purchase Order or PO" shall mean the document issued to the Contractor of each product and services of equipment indicating the price, quantity, delivery period and/or other terms and conditions of the supply;
- i. "Warranty Period" means the minimum period of twelve (12) months for notifying defects in the Works, search period being calculated from the delivery and acceptance of equipment by ALLO. This Warranty Period shall be applicable with respect to the Contract concerning ) supply and delivery of Equipment as in accordance with the PO and this Contract;
- j. "Works" means (i) supply and delivery of Equipment as in accordance with the PO and this Contract; or (ii) all supply, delivery and/or installation of Equipment, implementation efforts, testing and commissioning of systems by the Contractor in accordance with the PO and this Contract;

**2. ACCEPTANCE**

The Contractor acknowledges and consents that it has read and understands these Terms and Conditions and it forms an integral part of each Purchase Order, requisition work order, shipping instruction, specification and other relevant documents, whether explicitly stated in written form or any other tangible format, relating to the goods and/or services to be provided by the Contractor to ALLO (such documents are collectively referred to as this '**Contract**'). For avoidance of doubt, the Contractor will be deemed to have accepted these Terms and Conditions in their entirety without modification upon the Contractor's execution of the PO or commences any of the work or services which are stipulated in the PO. Any additions to, changes in, modifications of, or revisions proposed by the Contractor to these Terms and Conditions will be deemed to be rejected by ALLO except to the extent that an authorised employee of ALLO expressly agrees to accept any such proposals in writing. Unless otherwise stated in writing, all PO and its' Terms and Conditions issued by ALLO are on non-exclusive basis. ALLO reserves the right to procure substitute goods and/or services from alternative sources as it deems appropriate.

**3. SERVICES TO BE PROVIDED TO ALLO**

The Contractor shall deliver to ALLO the Works in accordance with the specifications and scope of works more particularly described in this Contract, the Tender Specifications, the Schedules, the Provision for Technical Support Services and any other applicable documents subject to the Terms and Conditions of this PO, as the case may be. In the absence of any instructions from ALLO, the Contractor must comply with

best commercial practices to ensure the completion of its obligation under the PO issued and to the best interest of ALLO.

**4. BILLING AND PAYMENT TERMS**

The Contractor acknowledges and agrees to adhere to ALLO's standard payment terms, which specify payment within forty-five (45) days from the date of receiving an invoice that has been duly verified by ALLO's authorized personnel together with all relevant supporting documents. Unless otherwise stated in writing, ALLO shall pay to the Contractor a sum in accordance with the Price submitted by the Contractor and approved by ALLO subject to the payment terms in accordance with appendix to the Terms and Conditions of Purchase Order. It is important to note that any payment does not constitute acceptance of the deliverables or a waiver of any rights. For avoidance of doubt, ALLO reserves the right to withhold payment or set off any amount owed by the Contractor to ALLO against any claims that ALLO may have against the Contractor. All invoices must include the order number, itemised transportation charges, and separate taxes. Unless otherwise stated in any written documentation or instructions provided by authorized personnel of ALLO, the Contractor shall bear all expenses including but not limited to out-of-pocket expenses, lodging, transportation, and any other applicable expenses incurred in connection with this Contract.

**5. TAXES**

Unless otherwise stated in this Contract, the price is inclusive of Sales and Services Tax ("SST") and/or any other applicable duties, charges and taxes. The Contractor shall bear and pay its own taxes, imposts, royalties, charges, sales and/or services tax and duties on the goods and services as may be levied by the Government (state or federal) or regulatory bodies from time to time. For the purposes of this clause, SST legislation shall mean the Service Tax Act 2018 and Sales Tax Act 2018 including its rules, regulations or guidelines issued by the relevant authorities in charge of such taxes. The Contractor is obligated to adhere to all applicable Malaysian tax laws and regulations, including, but not limited to, the timely filing of any necessary statutory Malaysian tax returns. The Contractor hereby agrees to indemnify ALLO against any claims or penalties that may arise due to the Contractor's failure to fulfil its obligations under Malaysian tax laws or any other jurisdictions where the Contractor's personnel are physically present.

**6. PERFORMANCE BOND**

Upon ALLO's request, the Contractor shall provide and submit Performance Bond as outlined in appendix to the Terms and Conditions of the Purchase Order prior to commencing the Works. The Performance Bond must be in the form of a bank guarantee issued by a locally domiciled bank and shall remain valid and enforceable from the commencement date of the PO and continue for a period of three (3) months after its expiry. In the event the obligations of the Contractor under this Contract are not completed within the specified validity period of the Performance Bond, it is the Contractor's obligation to extend the validity of the Performance Bond, irrespective of any request from ALLO. The Performance Bond will be held as a security for the due and proper performance of the Contractor's obligations under the PO. Without prejudice to any rights or remedies under this Contract, in the event the Contractor fails to properly perform and complete its obligations under this Contract, ALLO may deduct any or all such loss or damage from the Performance Bond.

**7. DELIVERY OF GOODS AND/OR SERVICES**

The Contractor is obligated to provide the Works as specified in the PO issued or as directed in writing by ALLO's authorized personnel, adhering to the agreed upon date(s) and time(s), if applicable. Timely delivery is of utmost importance. ALLO reserves the right to refuse any Works that do not meet the requirements and/or specifications outlined in this Contract. In the event the Contractor fails to deliver the Works within the designated delivery schedule stated in this Contract or any other written document or instructions by ALLO's authorised personnel, the Contractor must notify ALLO in advance of the delivery date, acknowledging the non-conformance. ALLO may, at its discretion, source replacements from

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alternative suppliers, and the Contractor shall be held responsible for the actual and reasonable costs incurred by ALLO.

**8. QUALITY**

The Contractor is required to ensure that the Works provided are free from any faults and defects. In the event that such faults or defects are identified, ALLO has the option to either reject the Works without incurring any liability to the Contractor, or to demand that the Contractor rectifies the faults, defects, or non-conformance with specified specifications and requirements. The Contractor shall bear the costs and expenses associated with replacing, repairing, or rectifying the faults, defects, or non-conformance.

**9. WARRANTY**

Unless explicitly specified in the PO or any written documentation or instructions provided by authorized personnel of ALLO, the Warranty Period shall be twelve (12) months starting from the written acceptance of the goods and/or services by ALLO. If any defects occur within the Warranty Period, the Contractor must promptly and at their own expense, rectify or replace the affected goods and/or services. Failure to comply will entitle ALLO to engage a third party to rectify or replace the defects, with all associated costs and expenses being borne by the Contractor.

**10. TITLE RISK AND LOSS**

The ownership of the Works will be transferred to ALLO only upon their acceptance. Until the Certificate of Practical Completion is issued, the Contractor assumes full responsibility and bears all risks associated with any loss or damage to the deliverables.

**11. INSURANCE**

Unless otherwise specified, the Contractor shall at its own cost and expense, effect and maintain throughout term of this Contract, insurances on the terms as approved by ALLO. Upon request, the Contractor shall furnish certificates of insurance satisfactory and acceptable to ALLO. The Contractor is required to procure all relevant insurance policies, including but not limited to, the followings (whichever is applicable) prior to the commencement of this Contract:-

**(a) Construction or Erection All Risks:**

- (i) Section 1 – Material Damage: Sum insured to include value of the capital works (materials, equipment and contract works costs)
- (ii) Section 2 – Third Party Liability: Limit of liability of RM1,000,000.00 anyone Accident and Unlimited for the Period of the policy.

The policy will have a Defective Liability Period (Extended maintenance Period) of 365 days upon completion of the works.

**(b) Workmen's Compensation (WC) / Employer Liability (EL):**

The Contractor shall maintain a Workmen Compensation Policy (WC) for workmen defined under Workmen Compensation Act 1952. The sum insured shall be declared as 15% of the Contract Price. For employees not covered under Workmen Compensation Act, the Contractor shall maintain an Employer Liability Policy (EL), with a limit of RM5million.

**(c) Comprehensive General Liability (CGL); and**

- (d) The necessary insurance coverage for the Works.

Nothing in this Clause 11 limits the obligations, liabilities or responsibilities of the Service Provider under the other terms of this Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with the obligations, liabilities or responsibilities under this Contract.

**12. DEFECTS LIABILITY AND CERTIFICATE OF MAKING GOOD DEFECTS**

The issuance of the Certificate of Practical Completion shall nevertheless be without prejudice to any claim of ALLO in respect of any defects, deficiencies, and errors to the goods and/or service which may

subsequently become apparent or be discovered. Any goods and/or service replaced, or defective parts repaired and/or replaced and any goods and/or service rectified during the Defects Liability Period shall itself be subject to a further twelve (12) months warranty from the date of such replacement or repair or rectification. Thereafter, if the replaced parts or rectified goods and/or service are found to be defective during the twelve (12) months period, the Contractor shall replace the defective parts or rectify the defective works without any further warranty.

**13. TERMINATION**

**13.1 TERMINATION FOR CONVENIENCE**

Notwithstanding any provision in the Contract, ALLO shall be entitled to terminate all or any part of this Contract at its own convenience by giving a thirty (30) days' notice of such termination to the Contractor. Upon such termination, ALLO shall pay for all Works that has been rendered up to the date of termination. ALLO's payment of said costs shall serve as complete and definitive resolution for any and all claims made by the Contractor pertaining to this termination. This payment constitutes ALLO's entire liability to the Contractor, encompassing any legal, equitable, or contractual obligations.

**13.2 TERMINATION BY ALLO DUE TO THE CONTRACTOR'S DEFAULT**

13.2.1 ALLO shall be entitled to terminate the Contract if the Contractor:

- (a) breaches any of the terms of this Contract and the Contractor has been notified of the breach but has failed to rectify the breach within a period of forty-five (45) days from the date of receipt of notification issued by ALLO; or
- (b) abandons its obligations or otherwise plainly demonstrates the intention not to continue performance of its obligations under the Contract; or
- (c) fails to provide and/or to effect and/or to maintain the insurance(s) as provided in the Contract, if any; or
- (d) assigns or subcontracts all or any portion of the Contract without prior written consent of ALLO; or
- (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors or carries on business under a receiver, trustee or manager for the benefit of its creditors or if any act is done or event occurs which under the law has a similar effect to any of these acts or events; or
- (f) has been upon the discovery, notification or receipt by ALLO of any information (orally or in writing) that the Contractor breaches any of its representations and warranties under Clause 13 of this Terms and Conditions of Purchase Order.

In any of these circumstances, ALLO may, upon giving fourteen (14) days' notice to terminate the Contract. However, in the case of sub-paragraph (e) and (f), ALLO may by written notice terminate the Contract immediately.

**13.3 TERMINATION BY THE CONTRACTOR DUE TO ALLO'S DEFAULT**

13.3.1 Except if it results from a breach by the Contractor or if it occurs as a result of or during a Force Majeure event, the occurrence of any one of the following events shall constitute an event of default if ALLO:

- (a) commits any continuing or material breach of any of its obligations under this Contract and ALLO fails to remedy such breach within forty-five (45) days from the date of written request by the Contractor; or
- (b) is dissolved or liquidated, other than for the purpose of a voluntary dissolution or liquidation as part of a reorganisation or reincorporation.

The Contractor may upon giving forty-five (45) days' notice to ALLO, terminate the Contract in the event of paragraph (a). However, in the case

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of paragraph (b), the Contractor may by notice terminate the Contract immediately.

**13.4 CONSEQUENCES OF TERMINATION**

Upon termination of this Contract under Clause 12.2 and 12.3, the Contractor shall take immediate steps to terminate the Works in a prompt and orderly manner. The Contractor is entitled to claim from ALLO for the payments related to the services and Works that have been carried out or performed, or a reasonable proportion thereof if they have been partially completed or performed due to the termination as specified in Clause 12.2 and 12.3. However, ALLO retains the right to offset such payments against any amounts owed to ALLO under this Contract. It is agreed that neither party shall be held liable for any loss of profit or indirect or consequential losses resulting from the implementation of Clause 12.2 and 12.3.

**14. THE CONTRACTOR'S GENERAL WARRANTIES AND REPRESENTATIONS**

14.1 The Contractor represents and warrants to ALLO that:

- (a) the Equipment shall be genuine, new and unused at the commencement of installation and shall not be manufactured more than twelve (12) months prior to date of delivery;
- (b) the title to any portions of or rights to supply the Equipment and any portions thereof conveyed to ALLO by the Contractor shall be legal, good and free from any and all encumbrances created by the Contractor, any of its sub-contractors, manufacturers, suppliers and lenders;
- (c) the Equipment shall be operated and the Works shall be executed in compliance with the terms of this Contract and in a diligent and professional manner. The Equipment provided shall be of high quality, free from any defects, deficiencies, or errors in design, materials, or workmanship;
- (d) the import, supply, provision and installation of the Equipment or any part and the carrying out the works will not infringe any laws of any other country;
- (e) it has the requisite technology, skill, personnel and ability to enable it to perform all of its obligations under this Contract;
- (f) its performance of this Contract is and shall continue to be in accordance with standards of care and diligence normally found within the industry;
- (g) all insurance policies to be procured by the Contractor shall be in place and remain in force in accordance with the requirements of this Contract;
- (h) it has obtained or will obtain license to all necessary intellectual property rights to allow ALLO to own, use, operate and maintain the goods and/or services free of any claim, cost or encumbrance;
- (i) as at the date of this PO, no third party has commenced any action in court in any country where the Equipment is currently owned or used or available, on the basis that the Equipment or any part thereof, as owned or used or intended for use or will be used by ALLO, may or will infringe a third party's intellectual property rights;
- (j) the as-built drawings shall be complete, accurate, current and sufficient for use by ALLO for its business operations and the Contractor shall promptly inform ALLO from time to time of all errors and inaccuracies and provide all updates to such documents; and
- (k) the materials, documents, and other information provided by the Contractor shall be true, correct, and complete. In case of a breach of this warranty, the Contractor shall at its sole expense promptly cure such breach.

14.2 The Contractor hereby acknowledges and understands that the warranties and representations stated in these Terms and Conditions of Purchase Order are to be strictly adhered to and therefore further acknowledges that in order to ensure the high standards of performance and conduct of this Contract, ALLO

reserves the right to request for or on its own accord, inspect, examine (including but not limited to) all documents, correspondence, records, paperwork, computer software or accounts of the Contractor that relates to this Contract at any time ALLO so wishes throughout the term by giving the Contractor reasonable prior written notice. ALLO will comply with the security and confidentiality policy of the Contractor generally applicable to all third parties and of which prior notice in writing has been given to ALLO.

**15. DELAY DAMAGES**

- 15.1 In the event the Contractor fails to Complete the Works within the stipulated time as agreed by ALLO, the Contractor shall subject to pay delay damages to ALLO for this default. Unless otherwise stated in the PO, these delay damages shall be calculated at one percent (1%) from Contract Price per each day of delay, to a maximum of twenty percent (20%) from Contract Price. ALLO has the right to recover such damages as a debt or deduct them from any money that is due or becomes due to the Contractor. A written notice will be provided to the Contractor pertaining to any deductions made by ALLO. If there are no amounts due to the Contractor, the delay damages will be considered a debt owed by the Contractor to ALLO, and it must be paid within twenty (20) working days from the date of the debit note issued by ALLO. It should be noted that the Contractor will only be held liable for delay damages if the delay is attributable to their actions or inactions.
- 15.2 The liquidated damages are ALLO's genuine pre-estimate loss for the delay and not a penalty and shall not be the sole and exclusive remedy of ALLO under this Contract or laws for the delay. The Contractor by entering this Contract agrees to pay to ALLO the said amount(s) without the need of ALLO to prove the actual damage or loss.
- 15.4 These damages shall not relieve the Contractor from its obligation to complete the Works or from any other duties, obligations, or responsibilities which he may have under the Contract.

**16. INTELLECTUAL PROPERTY RIGHTS & OWNERSHIPS**

The Contractor warrant that the Works performed under this Contract, including their copyright and all associated intellectual property rights, shall belong to ALLO. The use of these rights by ALLO will not infringe upon the rights of any other entity or individual. The Contractor will bear any costs associated with obtaining these intellectual property rights. The copyright and all other proprietary rights pertaining to the Works, designs, drawings, specifications, and any other documents and software created by the Contractor for the purpose of this Contract ("Data") will be the exclusive property of ALLO. ALLO has the right to utilize all reports and Data for other projects without any charge or compensation. The Contractor is prohibited from retaining or making copies of the Data. The Contractor is obligated to indemnify and protect ALLO from any third-party claims, actions, or demands asserting that the rights granted by the Contractor under this Contract infringe upon the rights of such third parties. Additionally, the Contractor shall indemnify ALLO for any damages and expenses, including reasonable legal costs, that may be awarded or agreed upon in relation to such claims or actions against ALLO.

**17. INDEMNIFICATION**

The Contractor will defend, hold harmless and indemnify (and keep indemnified) ALLO, its respective officers, directors, employees, agents, and its' customers against each and every action, proceeding, liability, costs, claim, loss, expense (including, without limitation attorney and other professional fees and disbursements) and demands incurred by the aggrieved party which arise directly or in connection with the defaulting party arising out of or related to:

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- (a) Any breach of the terms and conditions of this Contract by the Contractor.
- (b) Any negligent or willful act or omission of the Contractor or its employees, subcontractors, or agents in connection with the performance of the services or works under this Contract.
- (c) Any infringement or violation of any intellectual property rights, including but not limited to copyrights, trademarks, or patents, resulting from the use, manufacture, or delivery of the goods or services provided by the Contractor.
- (d) Any bodily injury, death, or property damage caused by the negligent acts or omissions of the Contractor or its employees, subcontractors, or agents.
- (e) Any non-compliance with applicable laws, regulations, or industry standards by the Contractor in the performance of the services or works under this Contract.

ALLO agrees to promptly notify the Contractor in writing of any claim or demand for which indemnification is sought under this clause. The Contractor shall have the right to control the defense and settlement of any such claim, provided that the Contractor shall not enter into any settlement that imposes any liability or obligation on ALLO without ALLO's prior written consent, which shall not be unreasonably withheld.

## **18. FORCE MAJEURE**

### **18.1 Events**

Neither ALLO nor the Contractor shall be in breach of its obligations under this Contract if it is unable to perform or fulfil any of its obligations under this Contract (or any part thereof) as a result of the occurrence of an Event of Force Majeure. Such events and occurrences may include, by way of example and not limitation, Acts of God, fire, flood, storms, earthquake, typhoon, tidal wave, plague or other epidemics or pandemic, governmental laws, orders, regulations, sanctions or restrictions, war, acts of terrorism, armed conflict or the serious threat of the same, hostilities mobilisation, blockade, embargo, detention, revolution, riot, looting, lockout, strike or any other labour dispute, unavailability of transportation or severe economic dislocation ("Event of Force Majeure")

### **18.2 Notification of Event of Force Majeure**

If any Event of Force Majeure occurs by reason of which any of the Parties is unable to perform any of its obligations under this Contract, that Party so affected shall immediately notify the other in writing of the occurrence of the Event of Force Majeure applicable to its obligations under this Contract giving full details thereof and measures being taken by the Party so affected to reduce the severity of such event and subsequently the cessation of such event.

### **18.3 Termination Due to Event of Force Majeure**

If an Event of Force Majeure has occurred and either Party reasonably considers such Event of Force Majeure applicable to it to be of such severity or to be continuing for a period of more than six (6) months, then the Parties may mutually terminate this Contract.

### **18.4 Consequences of Termination due to Event of Force Majeure**

If this Contract is terminated pursuant to Clause 18.3, all rights and obligations hereunder shall forthwith terminate and neither Party shall have a claim against each other save and except in respect of any antecedent breach and claims stated in this Contract.

### **18.5 Delay**

Provided that the Party to this Contract affected by the Event of Force Majeure has complied with the requirement to provide notice in accordance with Clause 18.2, the Party affected by the Event of

Force Majeure shall not be liable for any delay in performing its obligations under this Contract to the extent that such delay has been caused by one or more Events of Force Majeure and the time for completion of any obligation under this Contract shall be extended by a mutually agreed period having regard to the course of action agreed to be undertaken. Notwithstanding the earlier, if the continuing occurrence of an Event of Force Majeure is of such severity that it frustrates the original intention and objective of the Parties, the Parties shall forthwith take steps to discuss the circumstances and the consequences of such event and shall consider how best to achieve the objectives and shall, if appropriate, give consideration to any amendment of this Contract and the terms and conditions of such amendments.

## **19. CONFIDENTIALITY OF INFORMATION**

- 19.1 For the purpose of this Contract, "Confidential Information" means:
  - (a) information of whatever nature relating to ALLO and its business which is disclosed by ALLO to the Contractor whether in written, pictorial, electronic or in any other form, from or pursuant to discussions with any of the officers, employees, agents or advisers of the ALLO; and/or
  - (b) information of whatever nature relating to the business of ALLO obtained during the execution of the Works or by observation during visits (if any) to its premises; and/or
  - (c) analysis, compilations, studies and other documents prepared by the ALLO or the ALLO's advisers which contain or otherwise reflect or are generated from the information specified in paragraphs (a) or (b) above.

Without limiting the generality of the foregoing, the expression Confidential Information shall also include all facts, data, ALLO Requirements, the Appendices, the Letter of Award, drawings, reports, accounts, expressions of views, board papers, processes, formulae, matters of a technical nature, research and development information, business records, notes, products, know-how, trade secrets, secret information, engineering, manufacturing, planning, employee details or other documents and things whether in written, oral, pictorial, electronic or in any other form disclosed and/or supplied by ALLO, its officers, employees, agents or advisers to the Contractor.

- 19.2 In consideration of the receipt and disclosure of the Confidential Information by the Contractor, the Contractor hereby undertakes to ALLO that:

The Contractor shall maintain the Confidential Information in confidence and use it for the purpose of executing its obligations under this Contract ("Permitted Purpose") and not for any other purpose. Without prejudice to the generality of the foregoing, the Contractor undertakes that it:

- (i) shall not make use of any Confidential Information in any manner other than for a Permitted Purpose;
- (ii) shall not use or disclose any Confidential Information in whatsoever manner for the benefit of itself or any third party and shall not permit or disclose or assist any third party to make use of the same;
- (iii) shall not use the Confidential Information in any manner detrimental to ALLO or its group of companies;
- (iv) the Contractor shall not copy and/or reproduce any Confidential Information or extracts of documents containing Confidential Information in any way or duplicate Confidential Information whether by machine or otherwise or reduce it to writing including through scanning or any other digital means any part hereof except as may be reasonably and practicably necessary for the purpose of completing and performing the Works. Any copies, reproductions or reductions of the Confidential Information to writing shall be the property of ALLO;

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- (v) the Contractor shall not disclose any Confidential Information except for the Permitted Purpose and in confidence to such of its employees or directors who are required in the course of their duties to receive the same; and
- (vi) the Contractor shall keep the Confidential Information separate from all other documents and information the Contractor may hold.

The Contractor shall ensure that proper protection is provided for the Confidential Information, which shall not be less than the same degree of care, which ALLO uses to prevent the unauthorized use, dissemination, or publication of its own most valuable confidential and proprietary information.

**20. ANTI-BRIBERY AND INTEGRITY**

Each Party agrees that, in connection with this Contract, it will:

- (a) strictly comply with laws and regulations relating to anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009 ("MACCA");
- (b) not engage in any action or omission which may violate laws and regulations relating to anti-corruption including but not limited to the MACCA throughout the term of this Contract;
- (c) take all measures to prevent corrupt practices, unfair means and illegal activities at all times throughout the term of this Contract;
- (d) immediately terminate this Contract by way of written notice when it was found that the other Party is convicted by a court of law for corrupt practices, unfair means and illegal activities;
- (e) be entitled from the other Party to claim all losses, costs, damages and expenses (including any incidental costs and expenses) incurred arising from termination under Clause 20 (d) above; and
- (f) not be held liable against the other Party to any form of losses including loss of profit, damages, claims or other items whatsoever upon termination under Clause 20 (d) above.

**21. GOVERNING LAW AND JURISDICTION**

The Parties agree that this Contract and the provisions hereof shall be construed in accordance with the laws of Malaysia and the Parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.

**22. RIGHT TO AUDIT AND INSPECT**

ALLO shall have access to the Contractor's premises or any worksite at which the Contractor's personnel or independent subcontractor appointed by the Contractor are performing the Works for the purpose of carrying out an audit to view, examine, inspect and investigate any books, documents, records, equipment, system, data, accounts, products and machinery in relation to the Works or observe the carrying out of the Works; and request and obtain any information with regard to the Works by giving the Contractor prior written notice. The Contractor shall ensure that proper books, accounts, systems, documents, records relating to the Works are properly kept and maintained at all times in electronic and hardcopy form, for a period of seven (7) years from the expiry of Warranty Period.

**23. NON WAIVER**

No failure or delay on the part of any Party in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the other Party under this Contract upon any default on the part of the other Party shall impair any right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default; nor shall any action by any Party in respect of any default or any acquiescence in any such default affect or impair any right.

**24. SEVERABILITY**

If any provision hereof is held to be illegal, invalid or unenforceable under the present or future laws of any applicable jurisdiction, such provision shall be fully severable for that jurisdiction; and this Contract shall be construed and enforced as if such illegal, invalid or unenforceable

provision had never comprised as part hereof. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part hereof a provision, as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is legal, valid and enforceable so as to give effect to the intent of the Parties hereunder.

**25. RELATIONSHIP OF THE PARTIES**

Nothing in this Contract shall be construed as establishing or creating a partnership or a relationship of employer and employee between any of the Parties and none of them shall have any authority to bind the others in any way nor shall this Contract be construed to constitute any Party the agent of the other Party.

**26. SUCCESSORS BOUND**

Subject to any provision to the contrary, this Contract shall inure to the benefit of and be binding on the Parties and their successors-in-title and permitted assigns.

**27. ASSIGNMENT**

Neither the Contractor nor Allo shall assign, transfer or novate this Contract or any part of it or any benefit or interest conferred by this Contract to any third party without prior written consent from the other Party. Notwithstanding the earlier, ALLO may assign, transfer or novate this Contract to: (a) a member of Allo Group which, as at the date of the assignment, has the financial capability to perform the obligations under this Contract; and (b) upon prior written notice to the Contractor.

**28. ENTIRE AGREEMENT**

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

**29. HSSE REQUIREMENTS**

- 29.1 ALLO places importance on health, safety, security and environment ("HSSE") requirements and the Contractor and its' subcontractors appointed by the Contractor shall at all times comply with the industry's best practices and standards regarding HSSE and ALLO's HSSE Requirements set out in the Contract and any rules, requirements and policies regarding HSSE made known to the Contractor from time to time by ALLO.
- 29.2 The Contractor shall deliver the highest HSSE standards in all aspects of the performance of the Works by implementing proper traffic management plans at the sites.
- 29.3 ALLO shall have the right to inspect and audit the records of the Contractor and any independent subcontractor appointed by the Contractor (the Contractor shall ensure that this right of inspection and audit is incorporated in all contracts with the independent subcontractor appointed by the Contractor) as may be necessary in the opinion of ALLO to verify compliance by the Contractor and the independent subcontractor appointed by the Contractor with the HSSE obligations and commitment to implementing mitigation action plans. Such inspections and audit may be carried out at any time from the effective date.

**30. SPECIAL TERMS AND CONDITIONS**

- 30.1 In addition to the foregoing, the Contractor acknowledges and agrees to be bound by and shall perform and comply with the terms and conditions in the Special Terms and Conditions, if any, attached hereto in the appendix of this Terms and Conditions.
- 30.2 This Special Terms and Conditions shall be read together with this Terms and Conditions.

## APPENDIX TO PURCHASE ORDER TERMS AND CONDITIONS

ITEM	CLAUSE	DESCRIPTION			
Payment Terms	4	No.	Progress Payment	Accumulative Progress Payment	Conditions
		1.	100%	100%	Payments shall be made on a monthly basis, subject to certification by the Project Manager
Performance Bond	6	Not Applicable			
Warranty Period (If applicable)	9	Not Applicable			
Insurance	11	<ul style="list-style-type: none"> <li>- Contractor's Plant &amp; Machinery Insurance: <b>minimum RM35,000 (full replacement value)</b></li> <li>- Third Party Liability Insurance: <b>minimum RM1,000,000 per occurrence</b></li> </ul>			
Defects Liability Period (If applicable)	12	Not Applicable			
Liquidated Damages	15	One percent (1%) from the Contract Price per each day of delay, to a maximum of twenty percent (20%) from the Contract Price.			
Special Terms and Conditions	30	Not Applicable			