DESIGN, SUPPLY, INSTALL, MAINTENANCE AND SUPPORT SERVICE OF SOLAR PHOTOVOLTAIC (PV) FOR BANGUNAN AICB

CONDITIONS OF PROPOSALS

1. General conditions

1.1. Indemnity

Except for claims arising out of acts caused by the sole negligence of STFR, its agents, servants or employees, the Tenderer agrees to indemnify and hold harmless STFR, its agents, servants and employees, from acts or omissions of any nature whatsoever of the contractor, its agents, servants and employees, causing injury to, or death of the person(s) or damage to property during the term of this contract, and from any expense incident to the defence of STFR therefrom. The Tenderer agrees to hold STFR harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

1.2. Tenderer Responsibility

Unless otherwise stated, the selected Tenderer will be responsible for all aspects of providing the solution proposed, including hardware and software installation and implementation, training, support and maintenance (if applicable).

The Tenderer is expected to give a formal presentation of their proposals if requested. The presentation shall be conducted by the proposed Project Manager and the implementation team for the project.

1.3. Tenderer Relationship with Subcontractor

If any aspects of supplying the proposed system are not accomplished directly by Tenderer personnel, they must be subcontracted by the Tenderer. The Tenderer must establish or maintain a relationship with a subcontractor and provide complete information of the subcontractor to STFR. The subcontractor will be deemed to be an agent of the Tenderer. The Tenderer will be solely responsible for subcontractors' actions and to ensure the deliverables required in this tender.

All subcontractor and Tenderer personnel disputes and jurisdictional conflicts related to this project will be settled by the Tenderer, so as not to adversely affect the deliverables and expectations to STFR.

1.4. Tenderer Selection

STFR reserves the right to accept or reject any or all responses. Additionally, STFR reserves the right to cancel the RFP at any time prior to contract award.

1.5. Contract Inclusions

STFR considers a proposal an offer to develop a contract based on all the commitments in the proposal. The RFP will take precedence over the proposal unless otherwise stipulated.

This RFP and the response to this RFP may, at STFR's option, become part of an executed contract. The proposal submitted by the successful Tenderer will be included in the overall project implementation agreement.

1.6. Latest Version of Software (if applicable) Proposed

The Tenderer's proposed solution must be a release or version or model that is currently commercially marketed for business use. The Tenderer is required to inform STFR of any planned releases of new versions or model of the proposed solution being brought to market within six months of proposal submission. Manufactures Warranties

Manufacturer's warranties received by the Tenderer which are applicable to any material equipment, parts, property, and services furnished by the Tenderer under this Contract shall survive acceptance and payment, and shall run to STFR, its successors and assigns, and shall not be deemed to be exclusive.

1.7. Software Warranties

The Tenderer shall warrant that it has the right to license and/or sell to STFR any software that is necessary for the operation of the system as defined in the RFP. The Tenderer shall warrant that the software does not violate or infringe upon any patent, copyright, trade secret or another property rights of any person, and the Tenderer will hold STFR harmless and indemnify STFR.

1.8. Project Assumptions and Constraints

The Tenderer shall provide a list of all Assumptions made, Exclusions and Constraints in the undertaking of this project.

1.9. Project Risk Management

The Tenderer shall propose the Identification, Assessment, and Prioritization of risks, issues and the mitigating measures.

1.10. Others

1.10.1. The Tenderer shall respond to the RFP on the basis that they have accepted the conditions stated in this RFP. The Tenderer shall be deemed to have examined and understood the contents of this RFP. The Tenderer shall also be deemed to have accepted and is bound by the terms and conditions specified in this RFP. Any limitation of responsibility that the Tenderer wish to negotiate should be clearly stated.

1.10.2. Any non-compliance by the Tenderer with any requirements stipulated in this RFP shall entitle STFR, at its sole discretion, to disqualify the Tenderer.

2. Liquidated Damages (LD)

If the Tenderer fails to handover the project deliverables by the dates specified in the implementation plan and the delay is beyond reasonable doubt caused by the Tenderer, then the Tenderer shall pay liquidated ascertained damages to STFR of Ringgit Malaysia One Thousand (RM1,000.00) per day only, beginning on the applicable date and ending on the date which the project deliverables are officially handover to the STFR.

3. Statement of Confidentiality

STFR requires that recipients of this RFP maintain the contents of this RFP in the same confidence as their own confidential information and refrain from any public disclosure whatsoever. The Tenderer is required to sign the Undertaking of Confidentiality document as per Appendix E. STFR will maintain all responses in confidence, exercising reasonable care to limit access to those who have a need to know.

4. Anti-Corruption

4.1. The Parties are aware of the provisions of the Malaysian Anti-Corruption Commission Act 2009 and any other applicable anti-corruption law in which they operate their respective business ('Applicable Anti-Corruption Laws'), and have not, directly or indirectly, violated any Applicable Anti-Corruption Law. The Parties shall observe and comply with the provisions of the Applicable Anti-Corruption Law and all rules, regulations and guidelines made pursuant thereto.

4.2. Without limitation of the generality of the foregoing, neither Party any of their respective officers, employees or agents:

4.2.1. has made or will make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift), of any money or anything of value to or for the use of any government official under circumstances in which any of them knows or has reason to know that all or any portion of such money or thing of value has been or will be offered, given or promised, directly or indirectly, to any government official, for the purpose of inducing the government official to do any act or make any decision in his/her official capacity (including a decision to fail to perform his/her/its official function) or use his/her/its influence with a government or instrumentality thereof in order to affect any act or decision of such government or instrumentality or to assist the Party in obtaining or retaining any business;

4.2.2. has made or will make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift), of any money or anything of value to or for the use of any employee, agent, or representative of another company, or to any other person, under circumstances in which any of them knows or has reason to know that all or any portion of such money or thing of value has been or will be offered, given or promised, directly or indirectly, for the purpose of inducing or rewarding the improper performance of any public function or business activity;

4.2.3. has received or will agree to receive, directly or indirectly, any payment, loan or gift (or any offer or promise of any such payment, loan, or gift), of any money or anything of value as an inducement or reward for the improper performance of any public function or business activity; or

4.2.4. has done or will do anything which would be considered an offence of giving or receiving or abetting the giving and/or receiving of gratification under any Applicable Anti-Corruption Law.

5. Personal Data Protection

5.1. Pursuant to this Agreement, personal data (as defined in the Personal Data Protection Act 2010 or any other applicable privacy and personal data protection law) may be disclosed by the Tenderer, and its directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen, to STFR or may otherwise be obtained directly or indirectly by the Tenderer. In such case, the Tenderer represents, warrants and undertakes that:

5.1.1. the personal data has been lawfully obtained from the relevant parties including the data subject and the Tenderer shall, when required by STFR, obtain and furnish to STFR, the express wrote consent for the processing of personal data of the relevant parties such as the data subject.

5.1.2. the Tenderer has complied with all requirements under applicable laws to enable STFR and their employees, servants, staff, agents and/or contractors to use, process, disclose and transfer the personal data including providing notification to and obtaining consent from the relevant parties such as the data subject.

5.1.3. the Tenderer shall notify STFR immediately of any communication, requests or directives from the relevant parties including the data subjects in relation to any personal data, including without limitation any withdrawal of consents, or requests to access and correct personal data; and

5.1.4. the Tenderer shall notify STFR immediately of any infringement, suspected infringement, or alleged infringement of the rights of any person in relation to the personal data. Further, the Tenderer shall promptly notify STFR in the event of any claims being asserted or any actions threatened against the Tenderer or STFR by any third party arising out of the access, use and processing of any personal data.

5.2. Any personal data received by STFR from the Tenderer shall be processed and used by STFR in accordance with the 'STFR General Personal Data Protection Notice' ('PDP Notice') which is provided at https://www.stfresources.com/pdpa-notice/. By signing this Agreement, the Tenderer acknowledges and agrees that it has read the PDP Notice and consents to the use of personal data by STFR as detailed in the PDP Notice. Where the Tenderer has provided personal data relating to its directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen, the Tenderer further confirms that it has obtained the consent of such directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen in respect of the processing of the personal data by STFR in accordance with the PDP Notice.