

TENAGA NASIONAL BERHAD
REQUEST FOR INFORMATION (RFI)
CONSULTANCY SERVICES FOR THE DEVELOPMENT OF TNB'S STRATEGY ACROSS THE
GAS SUPPLY VALUE CHAIN

RFI Reference No.: TNB/SVD/VIP/1/4/2/1-2026
Date of Publication: 16 July 2026
Closing Date and Time: 31 July 2026 and 10.00am
Submission Email: nursuhana.ahmad@tnb.com.my

1. INTRODUCTION

Tenaga Nasional Berhad ("TNB") invites suitable qualified consultants to participate in this Request for Information ("RFI") for consultancy services ("Services") relating to the development of TNB's strategy across the gas supply value chain.

This RFI is issued to identify and shortlist qualified consultants for the subsequent Selective Tender process. The RFI enables TNB to assess the consultants' experience, technical capability, and resource capacity, while obtaining relevant inputs to further refine the project requirements, where appropriate.

This RFI does not constitute an invitation to tender, request for proposal, offer or commitment by TNB to procure any services.

2. BACKGROUND

Malaysia's gas market is entering a period of structural transition driven by evolving domestic gas supply dynamics, increasing LNG dependency, market liberalization, and the anticipated expiry of the existing Gas Framework Agreement (GFA). At the same time, gas remains a critical transition fuel to support system reliability, renewable energy integration, and future generation requirements.

For TNB, these developments present both strategic risks and opportunities across the gas supply value chain—affecting security and reliability of fuel supply, exposure to cost and price volatility, and its broader strategic positioning within the evolving gas market. In response, TNB intends to undertake a strategic study primarily to strengthen the security, resilience and competitiveness of its future fuel supply arrangements, while determining its strategy across the gas value chain, considering selected strategic opportunities where relevant, and establishing clear and practical implementation pathways.

3. OBJECTIVE OF THE RFI

The objective of this RFI is to identify and shortlist qualified consultants with the relevant expertise, experience, and capability to develop TNB's Strategy in the Gas Supply Value Chain and to support the subsequent Selective Tender process.

Through this RFI, TNB seeks to:

- i. Identify and assess consultant's capability and relevant experience across the end-to-end gas supply value chain.
- ii. Assess the project team's expertise, qualifications, experience and resource capacity to undertake the study.
- iii. Obtain indicative and non-binding commercial proposal.
- iv. Obtain input on its project approach and methodology
- v. Shortlist qualified consultants for participation in the subsequent Selective Tender process.

4. OBJECTIVE OF THE PROPOSED STUDY

The proposed study is expected to support TNB in developing a comprehensive strategy across the gas supply value chain that balances fuel security, affordability, operational flexibility, commercial sustainability and growth.

5. SCOPE OF THE PROPOSED STUDY

The study should address the following focus areas, including but not limited to:

Focus Area 1: Market Outlook, Risk Assessment and Strategic Positioning

- i. assess the current and future domestic, regional and global gas-market landscape and determine the implications for TNB's fuel security, generation portfolio, cost competitiveness and operational resilience.
- ii. evaluate TNB's existing position, exposure, dependencies and strategic gaps across the gas supply value chain; and
- iii. determine TNB's strategy across the gas value chain, considering future market developments, strategic risks and opportunities.

Focus Area 2: Business Opportunities, Commercial Models and Financial Viability

- i. Identify and prioritize commercially viable opportunities across the gas value chain, supported by appropriate business and partnership models and integrated financial assessments of investment requirements, returns, risks and value-creation potential.
- ii. Develop a contract readiness framework and guiding principles to equip TNB with clear contractual strategies, aligned commercial principles and negotiation readiness to secure reliable, resilient and commercially sustainable fuel supply arrangements, supporting its strategic role in the post-GFA and evolving gas market.

Focus Area 3: National Value Proposition and Government Engagement

- i. develop a strategic proposal for Government that articulates the national value proposition of the recommended strategy, including its contributions to energy security, affordability, infrastructure development, economic growth and industry development.
- ii. identify the required policy, regulatory and institutional enablers and develop a practical pathway for regulatory alignment, policy endorsement and coordinated engagement with relevant government agencies and key stakeholders.

Focus Area 4: Organisational Readiness and Strategy Execution

- i. assess TNB's organisational, operational and technological readiness to execute the TNB gas value-chain strategy and identify key capability gaps;
- ii. develop a phased capability-development plan covering people, organisational structure, governance, processes, systems, data and digital enablers; and
- iii. develop a prioritised and actionable implementation roadmap covering decision gates, execution responsibilities, investment and partnership requirements, and near-, medium- and long-term actions.

6. PROJECT DURATION

The study shall be completed within **four (4) months** from the date of appointment

7. RFI SUBMISSION

The Consultant shall submit the following information comprising, at a minimum, the following:

- a) Company profile and corporate information.
- b) Latest audited financial statements.
- c) High level study proposal including but not limited to methodology, work plan, knowledge transfer & capability development plan, project schedule, key milestones, project organization, governance structure, key personnel, and Bumiputera participation arrangements.
- d) Indicative project costing.

8. ASSESSMENT OF RFI SUBMISSION

RFI responses will be reviewed to assess the Consultants' capability and suitability for shortlisting. The information submitted may also be used to refine the project requirements and procurement approach, where appropriate. The review will be limited to verification of the mandatory submission requirements.

Consultants shall submit required information in Section 7: RFI submission and all mandatory supporting documents listed in Table 1 below. Only Consultants that comply with the mandatory requirements may be considered for invitation to the subsequent Selective Tender process.

**REQUEST FOR INFORMATION (RFI): CONSULTANCY SERVICES FOR THE DEVELOPMENT OF
TNB'S STRATEGY ACROSS THE GAS SUPPLY VALUE CHAIN**

The assessment may include the following:

Table 1: Mandatory Assessment

A. GENERAL MANDATORY		
NO.	DESCRIPTION	SUPPORTING DOCUMENTS
1.	<u>Company Registration</u>	
a.	<u>Local Company:</u> Company registered with Suruhanjaya Syarikat Malaysia (SSM)	Copy of the Certificate of Incorporation or latest SSM Company Profile.
b.	<u>International Company:</u> Registered and incorporated under the applicable laws and regulations.	Copy of the Certificate of Incorporation or equivalent company registration document.
2.	Bumiputera Participation Requirement a) The Consultant ("Lead Consultant") must form a Consortium (unincorporated JV) with one of the approved local Bumiputera Consultant company under TNB Bumiputera Consultant Global Framework Agreement (BCGFA) in "Program Pembangunan Vendor Bumiputera 3.0" (Refer Attachment A). b) The selected Bumiputera Consultant shall hold a minimum 30% participation in the unincorporated JV/Consortium. The proposed Bumiputera participation model shall clearly demonstrate the participating entity, scope of involvement, roles and responsibilities, resource allocation, and meaningful participation across the project workstreams, with involvement in at least selected key commercial and regulatory workstreams. c) The Bumiputera consultant shall complement the lead consultant by providing designated specialist and supporting services. d) The Lead Consultant shall demonstrate a structured approach for knowledge transfer and capability development of the Bumiputera Consultant throughout the study, with clear activities, roles and expected outcomes to enable meaningful participation.	 For the RFI stage, only a letter signed by both parties confirming the proposed collaboration is required. An unincorporated JV agreement template is attached (Refer Attachment B) for reference only. The signed unincorporated JV agreement will only be required at the RFP stage.

**REQUEST FOR INFORMATION (RFI): CONSULTANCY SERVICES FOR THE DEVELOPMENT OF
TNB'S STRATEGY ACROSS THE GAS SUPPLY VALUE CHAIN**

NO.	DESCRIPTION	SUPPORTING DOCUMENTS
3.	Free from any pending or ongoing litigation with Tenaga Nasional Berhad (TNB). The consultant shall be free from any litigation against TNB. The Consultant shall be disqualified in the following situations: a) Where the company has filed a legal action against TNB, until the case is heard, a decision is made, and the case is closed, OR TNB has taken legal action against the company/ companies for breach of contract	Declaration of Litigation certified by the Commissioner of Oath
4.	The consultant shall not be blacklisted/ suspended by TNB.	No document is required from consultant
5.	a) Comply with all instructions and requirements specified in the RFI document. b) Compliance with TNB Sustainable Procurement Code of Conduct (SPCC) i. Declaration of Interest ii. Declaration of Integrity iii. Representations to TNB iv. Undertaking to TNB (applicable to Bumiputera Consultant only)	i. Signed SPCC Declaration Form ii. Signed Declaration of Interest (SPCC Appendix 1) iii. Signed Declaration of Integrity (SPCC Appendix 2) iv. Signed Representations to TNB (SPCC Appendix 3) v. Signed Undertaking to TNB (SPCC Appendix 4)
6.	Declaration of Ultimate Beneficiary Ownership (UBO)	Signed Declaration of UBO Form
7.	Tax Compliance Certificate (TCC) issued by Lembaga Hasil Dalam Negeri (LHDN) (applicable to local consultants only) – if applicable	Tax Compliance Certificate (if applicable)

**REQUEST FOR INFORMATION (RFI): CONSULTANCY SERVICES FOR THE DEVELOPMENT OF
TNB'S STRATEGY ACROSS THE GAS SUPPLY VALUE CHAIN**

B. FINANCIAL MANDATORY

NO.	DESCRIPTION	SUPPORTING DOCUMENTS
1.	Financial Capability a) The total Shareholders' Fund of the Consultants, based on the latest Audited Financial Statements for the financial year ending 2025 or the most recent available financial year, shall be positive. Shareholders' Fund = Share Capital + Share Premium + Retained Earnings - Amounts Owed from Shareholders	Latest Audited Financial Statement (Ending Year not more than 20 months from RFI closing date) or the latest SSM Financial Information.
	b) The Total Paid Up Capital shall be more than RM 250,000.00	Latest Audited Financial Statement (Ending Year not more than 20 months from RFI closing date) Or the latest SSM Financial Information.
	c) The Acid Test Ratio of each JV/Consortium partner shall not be less than 1.0, based on the latest Audited Financial Statements for the financial year ending 2025 or the most recent available financial year. If less than 1.0, the Consultant may still be considered if unutilized revolving credit facilities + average latest 3 months' bank balance > at least 5% from the estimated project value.	1. Latest Audited Financial Statement (Ending Year not more than 20 months from RFI closing date) 2. Copy of Bank's confirmation letter regarding credit facility that has not been used. 3. Copy of bank statement for the last 3 months

**REQUEST FOR INFORMATION (RFI): CONSULTANCY SERVICES FOR THE DEVELOPMENT OF
TNB'S STRATEGY ACROSS THE GAS SUPPLY VALUE CHAIN**

C. TECHNICAL MANDATORY

End-to-End Gas Supply Value Chain Capability

The Consultant shall demonstrate sufficient institutional capability, relevant firm-level experience and resource capacity, supported by suitably qualified personnel with the technical expertise and experience required across the end-to-end gas supply value chain to successfully deliver the Services.

NO.	DESCRIPTION	SUPPORTING DOCUMENTS
1.	Consultant Capability (Firm-level Capability)	
a.	Consultant 1. The Consultant shall satisfy the following requirements: i. Have at least 7years of experience in providing consultancy services related to the end-to-end gas supply value chain. ii. Provide references for a minimum of three (3) completed projects undertaken within the last ten (10) years, together with proof of appointment and project completion. The submitted projects shall collectively demonstrate experience across all of the following core capability areas of the end-to-end gas supply value chain, including: i. Gas supply, sourcing, shipping, trading and aggregation ii. LNG terminal, regasification and storage capability iii. Integrated RGT development iv. TNB/ Power sector business and gas-to-power projects v. Gas commercial and contractual management	The list of relevant project references shall include the following information and be supported by documentary evidence, where applicable: i. Project title and client (where disclosure is permitted) ii. Project scope and relevance to the required capability area(s) iii. Consultant's role and scope of services iv. Project value and implementation period v. Country or market where the project was undertaken vi. Proof of appointment and project completion (e.g. Letter of Award, Completion Certificate, Client Acceptance Letter, or equivalent supporting documents)
2.	Project Team Capability (Resource and Technical Expertise)	
	a) Project Organization Structure The Consultant shall demonstrate sufficient technical capability and resource capacity through its proposed integrated project team, comprising personnel from all JV/Consortium partners, where applicable, ensuring complete coverage of the following segments of the end-to-end gas supply value chain, including but not limited to:	The Consultant shall provide: i. Organization structure and team composition ii. Roles and responsibilities aligned with the project scope iii. CVs/resumes of the proposed personnel, including their

**REQUEST FOR INFORMATION (RFI): CONSULTANCY SERVICES FOR THE DEVELOPMENT OF
TNB'S STRATEGY ACROSS THE GAS SUPPLY VALUE CHAIN**

NO.	DESCRIPTION	SUPPORTING DOCUMENTS
	i. Gas supply, sourcing, shipping, trading and aggregation ii. LNG terminal, regasification and storage capability iii. Integrated RGT development iv. TNB/ Power sector business and gas-to-power projects v. Gas commercial and contractual management vi. Gas and power market transition experience vii. Malaysia gas market and energy sector viii. Regulatory, stakeholder and government engagement	relevant project experience and expertise.
	b) Project Manager The proposed Project Manager shall: i. Have a minimum of 7 years of relevant professional experience. ii. Has demonstrated experience in leading consultancy projects covering the end-to-end gas supply value chain, including but not limited to gas supply, sourcing, shipping, trading and aggregation, RGT and integrated RGT development, gas commercial and contractual arrangements, and gas-to-power integration. iii. Have successfully managed at least three (3) comparable consultancy projects for the past 10 years similar scale and complexity.	The Consultant shall provide: i. CVs/resumes of proposed personnel and technical experts ii. Relevant project experience and expertise, covering end to end gas supply value chain.
	c) Workstream / Segment Leads Each proposed Workstream Lead shall: i. Have a minimum of 5 years of relevant professional experience. ii. Demonstrate subject matter expertise in the assigned workstream. iii. Have successfully delivered at least two (2) consultancy projects relevant to the assigned workstream.	The Consultant shall provide: i. CVs/resumes of proposed personnel and technical experts ii. Relevant project experience and expertise

9. CONFIDENTIALITY AND DATA PROVISION

- a) TNB may provide selected information to support the study, including available data, summaries of contractual arrangements, commercial parameters, management inputs, and other relevant materials deemed appropriate. Full agreements or sensitive information may not be disclosed where confidentiality constraints apply.
- b) The Consultant shall treat all information provided by TNB as strictly confidential and shall not disclose such information to any third party without prior written consent from TNB.
- c) The Consultant shall clearly state all assumptions, limitations, and any additional information required to support the analysis and recommendations.
- d) The Consultant is expected to validate and supplement available information using industry benchmarks and professional judgement where necessary.
- e) The Consultant shall be required to enter into a Non-Disclosure Agreement (NDA) with TNB if shortlisted for the next stage.

10. DISCLAIMERS

- a) TNB reserves the right to request additional information, to negotiate with any party, or to discontinue this RFI process at any time without assigning any reason and without incurring any liability
- b) TNB reserves the right to amend the scope, timing, criteria, modify, or cancel this RFI at any time without providing reasons and without liability at its discretion.
- c) This RFI is issued for information-gathering and does not constitute an offer, commitment, invitation to tender, or intention to award any contract.
- d) All costs and expenses incurred in the preparation and submission of proposals shall be borne entirely by the respective respondents.
- e) The evaluation and selection process arising from this RFI is solely at the discretion of TNB.
- f) Consultants are reminded not to rely on prior correspondence and must respond solely based on the updated RFI documentation.
- g) TNB reserves the right to use or share information submitted in this RFI for internal benchmarking, planning, and future sourcing exercises.
- h) All information provided in response to this RFI shall be deemed accurate and complete. TNB shall not be liable for any costs or damages arising from misrepresentations by Consultant.
- i) The Consultant shall submit a signed Letter of Commitment confirming its intention to participate in the subsequent tender process if shortlisted and invited by TNB.

-End of Document-

Attachment A
List of Bumiputera Consultant

Attachment A

List of Bumiputera Consultant from Program Pembangunan Vendor Bumiputera 3.0

No.	Company
1	The ECEOS Sdn. Bhd.
2	Straits Consulting Engineers Sdn. Bhd.
3	Ahar Consultants PLT
4	Dr. Nik & Associates Sdn. Bhd
5	Profess Consulting Group Sdn. Bhd.

Attachment B
Sample of JV Agreement

SAMPLE JOINT VENTURE AGREEMENT

This Joint Venture Agreement is made on the _____ day of ____ 20__

BETWEEN

(*ABC Sdn. Bhd.*,) a company incorporated in Malaysia under the Companies Act 1965 and having its registered address at (*4556, Jalan Telawi 2, Bangsar, 59200 Kuala Lumpur*) (hereinafter referred to as "Company A") of the one part;

AND

(*DEB Sdn. Bhd.*,) a company incorporated in Malaysia under the Companies Act 1965 and having its registered address at (*129, Jalan Reko, 40000 Kajang*) (hereinafter referred to as "Company B") of the one part;

(hereinafter referred to as the "Party" individually and as the "Parties" collectively)

WHEREAS:

- A. Tenaga Nasional Berhad, a company whose registered address is at TNB Platinum , No: 3 Jalan Bukit Pantai, Bangsar 59100 Kuala Lumpur is inviting suitable company to participant in its tender more particularly known as "TENDER NO: RFX 4000052958 PERKHIDMATAN CASH-IN-TRANSIT (CIT) BAGI KUTIPAN KAUNTER DAN KIOSK DI KEDAI TENAGA DAN URBAN TRANSFORMATION CENTRE (UTC) DI BAHAGIAN RETAIL, TNB
- B. *ABC Sdn. Bhd.*, is required to explain briefly the intention and the brief facts to form a Joint Venture with the other company for the submission of the above tender.
- C. *DEF Sdn. Bhd.*, is required to explain briefly the intention and the brief facts to form a Joint Venture with the other company for the submission of the above tender.
- D. *ABC Sdn. Bhd.*, is desirous to collaborate and cooperate with *DEF Sdn. Bhd.* by forming a Joint Venture to execute the Services as described in **TENDER NO. RFX 4000052958** ("Tender").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. COMPLIANCE TO THE LAW AND INTERPRETATION

This Agreement shall be governed by the laws of Malaysia and the Parties shall submit to the exclusive jurisdiction of the Malaysian courts. In this Agreement, except where the context requires otherwise:

- i) words indicating one gender includes all genders;
- ii) words indicating singular shall include plural and vice versa;
- iii) provisions including the word "agree", "agreed" or "agreement" require it to be recorded in writing;
- iv) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- v) the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words; and
- vi) the headings are for convenience and reference purposes only and do not affect in anyway the meaning or the interpretation of this Agreement.

2. JOINT VENTURE

- 2.1 The Parties agree to form an unincorporated Joint Venture for the purpose of executing the Services as described in the Tender. This Agreement may not be construed as creating a company, or a partnership and shall not be considered as creating any form of legal or tax entity.
- 2.2 Neither Party shall be authorized to assign, transfer or otherwise dispose of this Agreement or any right or obligation resulting therefrom without prior written consents of the other Party and TNB. The Parties undertake that all plant, materials and equipment supplied and/or used conforms with the specifications set out by TNB.
- 2.3 The Parties hereby warrant and undertake that they will be jointly and severally responsible and liable to TNB for proper execution and completion of the Services within stipulated time stated in the Tender, contract document to be entered into with TNB or any other documents specified by TNB.
- 2.4 The Parties agree to cooperate with each other in respect to the proper execution of the Services during the term of this Agreement and to act at all times in a manner consistent with the furthering of the common interest of the Joint Venture.
- 2.5 The Parties hereby warrant that they shall not alter the composition of the Joint Venture described under this Agreement unless with prior written approval by TNB. The Parties hereby agree and acknowledge that TNB reserves the right to terminate the contract for the execution of the Services with immediate notice if any Party fails to adhere to this Clause 2.5. The Parties further agree that any amendments or variations to this Agreement will require prior written approval of TNB.

3. DURATION OF THE JOINT VENTURE

This Agreement shall become binding upon the receipt of the Letter of Acceptance issued by TNB in relation to the execution of the Services and shall remain valid and enforceable for the period as required under the contract for the Services.

4. LEADER AND RESPONSIBILITIES OF THE PARTIES

- 4.1 The Parties agree that the rights, benefits, obligations and responsibilities of the Parties in carrying out the Services will be borne in the following proportion:
- (a) Company A: [%] and
(b) Company B: [%]
- 4.2 The Parties agree that **Company A** shall be the leader of the Joint Venture and the duties and responsibilities of each party shall be detailed out in the appendix to this Agreement. Notwithstanding to any of the duties and responsibilities of the parties detailed out in the appendix, the Parties shall remain jointly and severally liable and responsible to TNB for the execution of the Services.
- 4.3 The lead partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partnership and he shall be authorized to receive payment and to execute the Agreement with the Client in its entirety.

5. SUBMISSION FOR THE TENDER

- 5.1 The Parties shall study and evaluate the contents of the tender document relating to the Services. Each Party shall provide such commercial and technical information to the other Party as may be reasonably necessary to enable the preparation of the Tender and to facilitate discussions with TNB.

- 5.2 The Parties are bound by the terms and conditions to the tender submitted as well as any proposal made for the purpose of the submission and neither Party has the authority to vary or to add any part thereof without the prior written consent of the other Party.
- 5.3 If TNB rejects the Parties' tender submission, this Agreement shall thereupon terminate forthwith and neither party shall have the right or the recourse against the other Party hereunder and/or in respect to the Services. However, if the tender is accepted by TNB, such acceptance shall be jointly and severally binding on the Parties and the Parties shall thereupon forthwith enter into a contract agreement with TNB for the execution of the Services.

6. DISPUTES RESOLUTION

Each Party shall continue its respective obligations under this Agreement and the execution of the Services with TNB even if a dispute, differences or claim arises between the Parties and the Parties shall avoid any action which might hinder the proper performance of the Services to TNB.

7. ASSIGNMENT

Any Party shall not be entitled to assign, transfer or novate all or any portion of its rights or obligations under this Agreement without the prior written consent of the other Party and TNB.

8. COSTS

Each Party shall bear and pay its own legal fees and expenses in respect of the preparation and finalization of this Agreement.

9. NOTICES

- 9.1 Any notice, request, instruction, approval, consents, determination, correspondence or other documents ("Notices") to be given hereunder by each party to the other shall be written in English or Bahasa Malaysia and delivered, posted or sent to the addresses and facsimile numbers set out below:

Company ABC

Address:

Tel. & Fax No:

Company DEF

Address:

Tel. & Fax No:

- 9.2 The Notices shall be faxed and/or hand delivered or sent by registered post. The Notices will be deemed to be received if:
- i) hand delivered on the day of delivery;
 - ii) posted by registered mail on the day of acknowledgement of receipt by the recipient of the registered mail; or
 - iii) sent by facsimile, upon receipt of successful transmission notice.
- 9.3 Any party may by notice in writing of at least seven (7) days to the other party to change the particulars stated in sub clause 9.2 and thereafter the new particulars shall be the effective address and/or number for service or delivery of any notice, demand for information or documents required or authorised by this Agreement to be given in writing.

10. 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 Agreement 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.

11. 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 Agreement 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.

12. SUCCESSORS BOUND

The provisions of this Agreement shall be binding on all persons claiming under or in the name of the respective parties and shall continue to be valid and binding for all purposes whatsoever notwithstanding any change (whether by reason of amalgamation, liquidation, reconstruction, winding up or otherwise howsoever) in their name, style and constitution of composition.

13. ENTIRE CONTRACT

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT
BLANK]**

IN WITNESS WHEREOF the duly authorised representatives of the Parties hereto have hereunto set their hands on the day and year first above written.

ABC Sdn. Bhd (Company Registration Number)

Name:.....

I/C No:.....

Designation:.....

Company's Stamp:

in the presence of :

Witness:.....

I/C No:.....

Designation:.....

DEF Sdn. Bhd (Company Registration Number)

Name:.....

I/C No:.....

Designation:.....

Company's Stamp:

in the presence of:

Witness:.....

I/C No:.....

Designation:.....

SPCC Declaration Form



DECLARATION OF COMPLIANCE WITH SUSTAINABILITY PROCUREMENT CODE OF CONDUCT (SPCC)

1. Purpose of Declaration

This declaration serves as a formal acknowledgment and commitment by the bidder to fully understand, comply with, and adhere to the requirements set forth in:

- a. **Sustainable Procurement Code of Conduct (SPCC):** A framework emphasizing ethical, social, and environmental responsibilities throughout the supply chain, in alignment with TNB's sustainability goals.

2. Key Obligations under the SPCC

By signing the declaration, we express our commitment by undertaking the following:

a. Commitment to SPCC Principles:

- i. Prioritizing sustainable practices, including resource efficiency, waste reduction, and environmental protection;
- ii. Promoting fair labor practices, non-discrimination, and safe working conditions across operations; and
- iii. Upholding ethical business conduct, including transparency, integrity, and anti-corruption measures.

b. Common Commitment

- i. We shall perform all contractual obligations professionally and ethically;
- ii. We shall comply with TNB's code of business conduct & ethics, Sustainable Code of Conduct and related policies available at <https://www.tnb.com.my/ethics-governance/>;
- iii. We shall comply with TNB Integrity Pact; and
- iv. We shall comply with all relevant Appendices in this declaration.

3. Acknowledgment of Understanding

We confirm that:

- a. Have reviewed and understood the SPCC requirements in detail;
- b. Will ensure compliance with all specified terms and conditions;
- c. Accept responsibility for the actions and behaviors of subcontractors and partners in meeting these standards; and
- d. Have reviewed and comprehended the content of all Appendices included in this declaration.

4. Declaration of Intent

The undersigned hereby declares their full commitment to complying with the SPCC and all Appendices included in this declaration, understanding that failure to meet these obligations may result in disqualification and/or contractual penalties.

5. Appendices

- a. **Appendix 1:** DECLARATION OF INTEREST BY SUPPLIERS/CONTRACTORS TO TENAGA NASIONAL BERHAD (TNB) [SPCC]
- b. **Appendix 2:** DECLARATION OF INTEGRITY TO TENAGA NASIONAL BERHAD (TNB)²¹
- c. **Appendix 3:** REPRESENTATIONS TO TENAGA NASIONAL BERHAD (TNB)
- d. **Appendix 4:** UNDERTAKING TO TENAGA NASIONAL BERHAD

On behalf of the company (*to be signed by the company's Authorized Representative*):

.....

Name:

NRIC/Passport No:

Designation:

Company Stamp:



Appendix 1 DECLARATION OF INTEREST BY SUPPLIERS/CONTRACTORS TO TENAGA NASIONAL BERHAD (TNB) [SPCC]

1. This declaration of interest is made to TNB pursuant to [type in the contract number].
2. I/We <individual name/company name>, <NRIC/Company Registration Number> declare and confirm the following (Check "X" where appropriate) :

- a) ☐ Our shareholders/directors/personnel key management function and their close family members² do not have any relationship with any Employees, Seconded Employees of TNB or Directors; or
- b) ☐ The following shareholders/directors/personnel holding key management function has a relationship with an Employee or Seconded Employee or Directors of TNB, by virtue of their close family member's position. Details are provided below:

No	Name	Relationship with Suppliers/Contractor	Relationship with TNB

- c) I/We including our shareholders/directors/personnel holding key management functions and our close family members do not have any interest that could be in conflict with my/our work with TNB;
- d) For the duration of the engagement that I/we enter with TNB, I/we shall not do any act or commit any omission which may give rise to a conflict of interest in the discharge of my/our work in relation to the engagement entered into with TNB;
- e) I/We agree to be bound by TNB Sustainable Procurement Code of Conduct and warrants that no conflict of interest exists or likely to arise in the performance of my/our obligations under the engagement; and
- f) I/We declare and affirm that the contents of this declaration are true and correct.

²Close family members refers to 'The person's relatives as defined by the Malaysia MACC Act 2009 Section 3, or someone with whom the person has a personal friendship, or anyone living in the same household as the person. A broader term than 'relative' or 'immediate family'. Reference: Conflicts Of Interest Policy, TCIMS- 003, Integrity Department TNB, 1 August 2018, Revision 0 or subsequent versions.

3. In the event that a situation of an actual or potential conflict of interest arises after the date of this declaration, I/we shall within fourteen (14) calendar days disclose the same to TNB. Upon such disclosure, I/we agree that TNB may take any action as TNB deems fit with regards to the [insert Name of Suppliers/Contractors]'s existing or potential dealings, arrangements or agreements with TNB.
4. I/We acknowledge that the obligations in this declaration shall commence from the procurement exercise and survive throughout the engagement, including the termination or expiration of the engagement.

Acknowledgment of acceptance to the Declaration of Interest by:

Signature:

Witness Signature:

Name of Suppliers/Contractors' representative:

Name of Witness:

Designation:

NRIC:

Date:

Date:

Appendix 2 **DECLARATION OF INTEGRITY TO TENAGA NASIONAL BERHAD (TNB)²¹**

1. This declaration of integrity is made to TNB pursuant to [Insert contract name and number] (Agreement/Contract) executed between [Insert name of Suppliers/Contractors] [Insert Company No.] (Company) and TNB on [Insert date of Agreement/Contract].
2. [Insert name of Suppliers/Contractors] declare that it has read and understood the contents of TNB Sustainable Procurement Code of Conduct (SPCC) and acknowledge that:
 - a) The SPCC forms part of the Agreement/Contract and is binding on the Company and/or its employees/directors; and
 - b) The SPCC may be amended by TNB from time to time as may be notified to the Company by TNB.
3. In line with the Agreement/Contract and SPCC, the [Suppliers/Contractors] declare(s) that [Suppliers/Contractors] and its representatives shall:
 - a) Comply with relevant laws, rules regulations as well as TNB's policies, internal procedure before, during and after the duration of Agreement/Contract;
 - b) Exercise reasonable care and due diligence to avoid any situations of potential and/or actual conflicts of interests;
 - c) Inform TNB within fourteen (14) calendar days of the occurrence of an actual or potential conflict of interest situation;
 - d) Not gain improper advantage or preferential treatment in their relationship with TNB's Employees, Employees Seconded to TNB and/or Directors;
 - e) Inform TNB of Suppliers/Contractors relationship with TNB's Employees, Employees Seconded to TNB and/or Directors within fourteen (14) calendar days upon having knowledge of existence of any relationship, which may influence the objectivity of Suppliers/Contractors business conduct with TNB;
 - f) Not to make any misrepresentations of its capabilities in order to gain TNB's procurement or during its delivery of supplies and services to TNB;
 - g) Operate in a professional manner in the course of its dealings with TNB and while on TNB's premises; and/or
 - h) Comply with TNB security policies and procedures while providing services at TNB's premises.
4. The Suppliers/Contractors shall within fourteen (14) calendar days inform TNB of any breach or alleged or suspected breach of the Agreement/Contract, including SPCC and cooperate with TNB in any investigation of such breach or alleged breach or suspected breach involving Suppliers/Contractors representatives or TNB Employees, Employees Seconded to TNB or Directors.
5. Suppliers/Contractors acknowledge that TNB has the right to take any action at it deems fit if the Company or its representatives is found to have breached any requirements in the Agreement/Contract, SPCC or any other terms and conditions imposed pursuant to the Agreement/Contract. Such actions include:
 - a) Suspension or termination of Agreement/Contract;
 - b) Deduction of any amount of money paid or promised to be paid;
 - c) Requiring the Suppliers/Contractors to substitute any representative who breaches the SPCC or acting inconsistent with SPCC; or
 - d) Disqualify the Suppliers/Contractors from participating in any tender or procurement exercise including being black-listed by TNB.
6. If there are any individuals, including any Employees of TNB, Employees Seconded to TNB or Directors who solicit, receive, or agree to receive any gratification of any kind whatsoever for himself/herself or for other persons on the account of those individuals doing or forbearing to do anything, in respect of any matter related to the procurement, [Insert name of Suppliers/Contractors] shall raise this matter and report via <https://wbis.tnb.com.my/>



7. [Insert name of Suppliers/Contractors] acknowledges that the obligations in this declaration shall commence from the procurement exercise and survive throughout the Agreement/Contract, including the termination and expiration of the Agreement/Contract.

Acknowledgment of acceptance to the Declaration of Integrity by:

Signature:

Witness Signature:

Name of Suppliers/Contractors' representative:

Name of Witness:

Designation:

NRIC:

Date:

Date:

Appendix 3 REPRESENTATIONS TO TENAGA NASIONAL BERHAD (TNB)

[Insert the name of Suppliers/Contractors] hereby represent as follows:

1. We are duly authorised/certified provider of the products/services and shall not, expressly or impliedly hold ourselves out to be an agent/representative of a third party service provider for similar products/services;
2. We will at all times supply products that are of merchantable quality and must be reasonably fit for TNB's purpose;
3. We possess and utilise the necessary capabilities, equipment and suitable place of business to perform our obligations;
4. We shall not totally subcontract the works/services;
5. We shall operate with integrity and conduct business in an ethical and fair manner; and
6. We shall be accountable and honour our commitment in accordance with the terms and conditions of the contract which has been agreed between us and TNB.

Signature:

Witness Signature:

Name of Suppliers/Contractors' representative:

Name of Witness:

Designation:

NRIC:

Date:

Date:

Appendix 4 UNDERTAKING TO TENAGA NASIONAL BERHAD

[Insert the name of Suppliers/Contractors] hereby undertakes as follows:

1. Has fulfilled all the requirements stated under Ministry of Finance *Bahagian 1 Panduan Pendaftaran Akaun Asas Dan Syarikat Bagi Perolehan Bekalan dan Perkhidmatan* under paragraph 4.5.5 for *Daftar Bertaraf Bumiputera (51%)*;
2. Syarikat dimiliki oleh Warganegara Malaysia dari segi penguasaan dan pegangan ekuiti, Lembaga Pengarah, Pengurusan, kakitangan, struktur/carta organisasi dan fungsi pengurusan sekurang-kurangnya 51% oleh Bumiputera;
3. Jawatan Ketua Eksekutif, Pengarah Urusan, Pengurus Besar dan jawatan-jawatan penting lain (key-post) adalah dipegang oleh Bumiputera sekurang-kurangnya 51%;
4. Pengurusan Kewangan dari segi penandatanganan cek dan dokumen penting kewangan syarikat adalah ditandatangani oleh Bumiputera; dan
5. Peratusan pegangan ekuiti tertinggi secara individu adalah dikuasai oleh Bumiputera. Gaji/caruman KWSP tertinggi adalah dikuasai oleh Bumiputera.

Signature:

Witness Signature:

Name of Company's Representative:

Name of Witness:

Designation:

NRIC:

Date:

Date:

Declaration of UBO Form

**BORANG PENGISYTIHARAN PEMUNYA BENEFISIAL
(ULTIMATE BENEFICIARY OWNERSHIP)**

☐	Berdaftar dengan Suruhanjaya Syarikat Malaysia (SSM)
☐	Tidak berdaftar dengan Suruhanjaya Syarikat Malaysia (SSM)

*Tandakan ☐

a) Butiran Pemunya Benefisial (Individu):

Nama Individu	No. Kad Pengenalan / No. Pasport	Kewarganegaraan

b) Butiran Pemunya Benefisial (Syarikat):

Nama Syarikat	No. Pendaftaran (MOF/CIDB/SSM) atau No. Pendaftaran Bagi Syarikat Asing	Lokasi Syarikat (Nama Negara)

Saya..... nombor kad
pengenalan yang mewakili syarikat
..... nombor
pendaftaran..... (**MOF/CIDB/SSM) dengan sesungguhnya
dan sebenarnya mengaku bahawa senarai pemunya benefisial syarikat seperti mana
diisytiharkan dalam borang ini adalah sama dengan maklumat yang diberikan kepada
Suruhanjaya Syarikat Malaysia (SSM) [Berdasarkan Akta Syarikat (pindaan) 2024
[Akta A1701] dan garis panduan yang disediakan oleh Suruhanjaya Syarikat Malaysia
(SSM)].

Yang Benar,

.....
Nama :
No. kad pengenalan:
Tarikh :

Cop Syarikat :

Catatan:

**** Potong mana yang tidak berkenaan**