

**LETTER OF ACCEPTANCE  
(for the Tender of Works)**

Our Reference: LOA/PCW/PO0000100800

Date: 15-May-2026

**ADP RESOURCES SDN BHD**

64A, Jalan R 1/2,  
Rawang Integrated Industrial Park,  
48000 Rawang,  
Selangor Darul Ehsan

**Tender for: STRUCTURAL REPAIR AND WATERPROOFING OF BUILDINGS,  
REPLACEMENT OF HANDRAILING AND OTHER ASSOCIATED WORKS AT SUNGAI  
BATU AND SUNGAI LABU WATER TREATMENT PLANT  
Contract Number: PO0000100800**

This is to inform you that the Company has agreed to accept your tender for a consideration of **Ringgit Malaysia Six Million Six Hundred Thirteen Thousand One Hundred Thirteen (RM6,613,113.00)** only being the Contract Sum for a contract period of **eighteen (18) months** subject to the tender document that forms part of this procurement and this Letter of Acceptance and **Appendix A** to this Letter of Acceptance which are contract details ("this Letter").

2. Upon your acknowledgement of receipt of this Letter and its relevant appendices, a binding contract is formed between the Company and the Contractor. A contract document shall be signed immediately by incorporating the terms in tender document and all the terms in **Appendix A**. Until the contract document is signed, this Letter shall continue to bind the parties.
3. The Contract Sum shall include all incidental costs, charges and taxes including without limitation, sales and services tax.
4. The rationalization of price and rates in the Schedule of Prices and/or Summary of Tender or Bill of Quantities, whichever is applicable, after being examined and adjusted by the Company on their reasonableness, shall form part of the contract terms. However, the Contract Sum as above shall remain unchanged.
5. The possession of site date as stated in the conditions of contract of the contract document is on **15 June 2026**. However, the Contractor is reminded that no work shall commence unless the Contractor has submitted to the Company the following documents:-
  - (a) an irrevocable performance bond in the amount of **Ringgit Malaysia Three Hundred Thirty Thousand Six Hundred Fifty-Five and Sixty-Five Sen Only (RM330,655.65)** only and if the Performance Bond is not submitted on the possession of site date, the Company reserves the right to implement the Performance Guarantee Sum method;

- (b) Public Liability Insurance Policy (i.e., insurance against personal injuries and damage to property) in the amount of not less than **Ringgit One Million (RM1,000,000.00)** only;
- (c) Contractor's All Risk Insurance Policy in the amount of **Ringgit Malaysia Six Million Six Hundred Thirteen Thousand One Hundred Thirteen (RM6,613,113.00)** only;
- (d) Employer's Code Number under SOCSO scheme and/or the Workmen's Compensation Policy,

as stipulated in **Appendix A**. However, for the purpose of commencement of work and for no other purpose, the Contractor shall produce cover notes for the said insurance policies and the receipt of premium paid to the contract administrator ("C.A."). The Contractor is required to deposit the said insurance policies (if not yet deposited) in accordance with paragraph 5 as above, no later than a period of 30 days from the date the cover notes are produced. Any failure to comply with the requirement in this paragraph within the stipulated time may result in the revocation of this Letter and the Company shall not be liable to you in any way whatsoever unless a written waiver is given by an authorized person, for services that need to be performed urgently or immediately, where such delays will be detrimental and will affect the public service and interest.

- 6. Upon issuance of the order / instructions by the Company, the Contractor is required to supply the goods within the stipulated time and the quality of goods shall be up to the satisfaction and meet the requirements of the Company. In the event the Contractor is unable to supply the goods within the time and/or quality stipulated, the Company reserves the right to revoke any order / instructions and/or impose the Liquidated and Ascertained Damages ("LAD") as stipulated in **Appendix A**.
- 7. The Contractor is also reminded that the Company reserves the rights to revoke this Letter in the event:-
  - (a) the Contractor fails to comply with any terms in paragraph 5 within the stipulated time;
  - (b) the Contractor fails to comply with any terms set forth in the Successful Bidder's Declaration;
  - (c) the Contractor fails to commence work within 2 weeks from the date for possession of site;
  - (d) the Contractor has misrepresented or has submitted false information while dealing with the Company for this procurement or commits any act, such as falsifying information in the Companies Registration Certificate, submitting fake or fabricated performance bond or any other documents;
  - (e) the Contractor allows its Companies Registration Certificate to be misused by other individuals / companies;
  - (f) the Contractor is involved in bid rigging with other companies and other collusive conduct throughout the quotation / tender process until the contract document is signed;



- (g) the Contractor has sub-contracted either fully or partially the works without prior approval from the Company. In the event the Company approves the Contractor's application to sub-contract part or the whole of the works, the approval is subject to the Contractor entering into a deed of assignment agreement with the sub-contractor earlier on;
  - (h) the Contractor fails to complete the services within the stipulated time in **Appendix A**;
  - (i) the Contractor fails to comply with any terms / instructions in the quotation / tender document;
  - (j) the Contractor / owner / partners / directors / management has / have been convicted of a criminal crime inside or outside Malaysia;
  - (k) the Contractor is wound up;
  - (l) the Contractor supplies non-authentic, not new or used goods;
  - (m) the Contractor fails / breaches in performing its duties as stipulated in the conditions of contract of the contract document;
  - (n) the Contractor did not obtain prior written approval from the Company for any sale or transfer of its equity throughout the contract period; or
  - (o) public interest or national security and interest is involved.
8. In the event this Letter is revoked due to any reason(s) stipulated in paragraph 7, the Company shall not be liable for any loss or damages suffered by the Contractor, including future loss.
9. Attached herewith is the Successful Bidder's Declaration and Declaration of Oath as per **Appendix B** and **Appendix C** for your signature, to be returned together with this Letter.
10. The Contractor is also required to submit the following documents together with this Letter which has been signed by you, for the approval of the C.A. before commencing work on the site:-
- (a) the names of the sub-contractor together with his experience and parts of work involved; and
  - (b) the Work Programme for the implementation of this project.



11. This Letter is sent to you in 3 copies. Please return to this office the original and second copy together with the relevant appendices properly signed by the Contractor and its witness no later than seven (7) days from the date of receipt of this Letter for our further action. Any failure to comply with the requirement in this paragraph within the stipulated time may result in the revocation of this Letter and the Company shall not be liable to you in any way whatsoever.

Thank you.

Yours faithfully,

For and on behalf of  
**PENGURUSAN AIR SELANGOR SDN. BHD.**

*Adam Saffian*

.....  
**Adam Saffian Ghazali**  
Authorized Signatory



**ACKNOWLEDGEMENT RECEIPT OF THE LETTER OF ACCEPTANCE AND THE  
RELEVANT APPENDICES BY THE CONTRACTOR**

It is hereby confirmed that the undersigned acknowledges receipt of this Letter and its relevant appendices the reference to **LOA/PCW/PO0000100800** dated 15-May-2026 and agrees with the terms and conditions contained in this Letter unconditionally where a copy of this Letter has been retained, and it is further re-confirmed that no terms, conditions or additional stipulations to those contained in the tender document and this Letter have been imposed.

Name: **MOHD MARWAN HARIZ BIN MOHD ANNUAR**NRIC No.: **900807-06-5387**Address: **No. 1, Lorong Karyawan 14,  
TAMAN GURU, 25150 Kuantan,  
PAHANG.**Date: **20/05/2026**

(Witness)

Name: **WONG CHEE CHUAN**NRIC No.: **820804-08-6123**Address: **Lot. 153, Jalan Industri 3/SA,  
Taman Industri Integrasi Rawang,  
48000 Rawang, Selangor.**Date: **20/05/2026**

The Contractor's seal and stamp:



**APPENDIX A****CONTRACT DETAILS**

**STRUCTURAL REPAIR AND WATERPROOFING OF BUILDINGS,  
REPLACEMENT OF HANDRAILING AND OTHER ASSOCIATED WORKS AT  
SUNGAI BATU AND SUNGAI LABU WATER TREATMENT PLANT  
(Contract Number.: PO0000100800)**

**1. Contract Sum and Period**

- 1.1 Tender Price (cost breakdown as in **Appendix A1**. Appendix A1 is the form inside the tender document with price which has been signed by the Contractor): **RM6,613,113.00**
- 1.2 Allocation for Service Tax: **6% SST**
- 1.3 Contract Sum: **RM6,613,113.00**
- 1.4 Contract Period: **18 Months**
- 1.5 Possession of Site Date: **15 June 2026**
- 1.6 Date for Completion for the whole of the works: **14 December 2027**

**2. Performance Bond**

- 2.1 Rate of Performance Bond: **5% of the Contract Sum**
- 2.2 Formula of Performance Bond: **5% X Contract Sum**
- 2.3 Value of Performance Bond: **RM330,655.65**
- 2.4 Form of Performance Bond: Bank Guarantee

If the Performance Bond is not submitted on the possession of site date, the Company reserves the right to implement the Performance Guarantee Sum method.

- 2.5 Validity Period: **15 June 2026 until 14 December 2029 (including 24 months of Defects Liability Period)**

**3. Contractor's All Risk Policy**

- 3.1 Policy Value: **RM6,613,113.00**
- 3.2 Coverage Period: **15 June 2026 until 14 December 2027 (+24 months of Defects Liability Period)**

4. **Public Liability Insurance Policy**

4.1 Policy Value: RM1,000,000.00

4.2 Coverage Period: 15 June 2026 until 14 December 2027 (+24 months of Defects Liability Period)

5. **Imposed Liquidated and Ascertained Damages (LAD)**

5.1 Formula:  $\frac{(\text{Current BLR} + 5\%) \times \text{Contract Sum}}{365}$

5.2 Rate per day: RM2,102.00

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# APPENDIX A1

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## TENDER FORM



**MANDATORY DOCUMENT**

Failure to complete this form may result to disqualification

**PENGURUSAN AIR SELANGOR SDN. BHD.**

Registration Number: 201401006213

**TENDER FORM**

To:  
The Chief Executive Officer,  
Pengurusan Air Selangor Sdn. Bhd.  
Air Selangor Head Office,  
Jalan Pantai Baharu,  
59200 Kuala Lumpur.

Sir,

**STRUCTURAL REPAIR AND WATERPROOFING OF BUILDINGS, REPLACEMENT  
OF HANDRAILING AND OTHER ASSOCIATED WORKS AT SUNGAI BATU AND  
SUNGAI LABU WATER TREATMENT PLANT  
(TENDER NO.: PN0000023068)**

- 1 This is a tender for the work described in the tender documents for the above and represents our offer to you.
- 2 We confirm we accept and have complied with all the conditions of tendering including those in the tender notice and this tender form.
- 3 We confirm we have inspected the site and surroundings and have incorporated all risks associated with the site and surroundings in our tender.
- 4 We also confirm that we have inspected the Tender Table Documents and that our tender documents comprising various documents including the terms of contract, drawings, bills of quantities, specifications are exact copies of the Tender Table Documents.
- 5 We agree to be bound by all provisions in the tender documents including the terms of contract and drawings as listed and any other detail drawings supplied in amplification.
- 6 We also agree that before the signing of contract, prices and rates in the tender documents may be rationalized by the Contract Administrator and that the rationalized prices and rates will form the basis of valuation for interim payment and any variations that may be ordered by the Contract Administrator.
- 7 We offer to complete the works in accordance with the tender documents and those that may be inferred for the lump sum of (SST included):

RM 6,613,113.00.....

In words, Ringgit Malaysia:

Six million six hundred thirteen thousand one hundred thirteen only.....



M

## MANDATORY DOCUMENT

Failure to complete this form may result to disqualification

- 8 We confirm all prices and rates in the tender documents including the tender price as stated in the above Item 7 shall include of all works and material necessary for timely and successfully completion of the Works in its entirety and shall include sales tax, service tax and all other taxes including but not limited to export, import, value added, use, local excise, personal property, withholding and other relevant taxes charges and all other incidental cost including without limitation all transportation, freight, insurance and packing charges which may be levied, imposed or assessed by the Government and/or any other relevant authorities in connection with the Works.
- 9 We undertake to complete the works within a period not exceeding **EIGHTEEN (18) months** from the date of possession of the site or within any adjusted time specified in the terms of contract.
- 10 We wish to be allowed to tender for any provisional sums that may be included in the tender documents.
- 11 We understand and accept that the Client is not bound to accept this or any tender irrespective of what our tender price is. We also accept that no reasons need be given for accepting or rejecting any tender.
- 12 Our tender remains valid for **hundred twenty (120) days** from the final date fixed for the submission of tenders.
- 13 We will bear all expenses relating to the preparation of this tender and will not assert any claim in relation to the preparation of this tender whether or not any tender is accepted.
- 14 If our tender is accepted, we will, as soon as practicable, furnish a performance bond for the value and in the format stipulated in the contract documents from a bank, an Islamic bank or Bank Pembangunan & Infrastruktur Malaysia Berhad.
- 15 If we do not submit the performance bond in a timely manner, we agree that the total value of the performance bond stipulated in the contract documents may be set-off from any amount due under a payment certificate as performance security deposit in lieu of the performance bond provided by a bank.
- 16 If our tender is accepted, we will also provide all insurances and other documents as stipulated in the tender documents including the following:
- (i) Insurance for public liability (insurance against injury to persons and damage to property) and the cover note together with the receipt for the premium paid.
  - (ii) Insurance policy for works and the cover note together with the receipt for the premium paid.
  - (iii) Insurance policy for workmen compensation and the cover note together with the receipt for the premium paid.
  - (iv) Registration number under the Employee's Social Security (SOCSO) Scheme.

We undertake to furnish the relevant insurance policies within 30 days from submitting the cover notes.



**MANDATORY DOCUMENT**

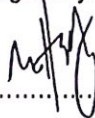
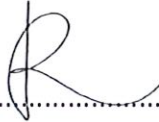
Failure to complete this form may result to disqualification

- 17 We agree that if we fail to provide the insurances or do not start with the works within 2 weeks from the date of possession, this constitutes a fundamental breach and the contract may be terminated at common law. Alternatively, the contractor's employment under the contract may be terminated.
- 18 We agree that as long as the contract documents have not been signed yet, this tender form and its acceptance constitute a legally binding contract.
- 19 We agree that if:
- (i) We prematurely withdraw the tender;
  - (ii) we impose any unilateral condition after the final date fixed for the submission of tenders; or
  - (iii) our tender is accepted but we do not execute the formal contract documents; or
  - (iv) our tender is accepted but we do not provide the performance bond as required by the terms of contract; or
  - (v) our tender is accepted but we fail to proceed with the works,

then, without prejudice to any other rights you may possess, you reserve the additional right to take disciplinary action against us or to cancel our registration as a contractor with you or take any other action you deem fit.

Date: 07/10/2025

Authorised signatory of tenderer:

Full name: Mohd Marwan Hafiz Bin  
Mohd AnnuarWitness's signature: Full name: Wan Roselinda Edziana Binti  
Wan BaharomIdentity card or passport number:  
820814-06-5182

Designation: Administrative Clerk

In the capacity of:

Director (state designation)

duly authorised to sign this tender for and on  
behalf of:

ADP Resources Sdn. Bhd.

(state company name)

Tenderer's company seal or stamp:

**ADP RESOURCES SDN. BHD.**  
200001014845 (517451-V)  
No. 64A Jalan R 1/2, Rawang  
Integrated Industrial Park, 48000  
Rawang, Selangor Darul Ehsan.

Company name: Lobira Legacy Resources

Address:

No.90, Tingkat 1(C), Jalan Besar,  
25000 Kuantan, Pahang Darul Makmur.

## MANDATORY DOCUMENT

Failure to complete this form may result to disqualification

### CONDITIONS OF TENDERING

1. Tender Table Documents will be displayed at the place and at times specified in the tender notice.
2. Any discrepancies between the tender documents and Tender Table Documents and discrepancies within any document must be highlighted to the Contract Administrator, who will provide appropriate responses.
3. The Contract Administrator may issue letters, notices, or addenda at any time before the closing time of tender. These must be acted upon by the tenderer. All addenda must be incorporated as part of the tender submission.
4. All communication posted to the address notified by the tenderer is taken to be properly served.
5. Tenderers must complete all parts of the tender documents in ink.
6. Tenderers must enclose their tenders in a sealed envelope addressed as stipulated in the tender notice.
7. No unauthorised alterations may be made by the tenderer to any of the tender documents.
8. Incomplete documents or unauthorized alterations to the tender documents may result in the tender being rejected.
9. The completed and sealed tender documents must be delivered to the place stipulated in the tender notice not later than the time stipulated in the tender notice.
10. If the tenderer chooses to post the documents, it will only be treated as validly delivered if it arrives not later than the time stipulated in the tender notice.
11. Any tender delivered after the closing time will be rejected.

## APPENDIX B

## SUCCESSFUL BIDDER'S DECLARATION

STRUCTURAL REPAIR AND WATERPROOFING OF BUILDINGS, REPLACEMENT OF  
HANDRAILING AND OTHER ASSOCIATED WORKS AT SUNGAI BATU AND SUNGAI  
LABU WATER TREATMENT PLANT  
(Contract Number.: PO0000100800)

I, MUHD MARWAN HAFIZ BIN MUHD ANNUPAL (NRIC No. 900807-06-5387) representing ADP RESOURCES SDN BHD with registration number 200001014845 (517451-W) hereby declare that I, or any individual(s) representing the contractor, shall not offer or give bribes to any individual(s) in Pengurusan Air Selangor Sdn. Bhd. or any other individual(s), as an inducement to be selected in the aforementioned tender. I attach herewith a Letter of Authorisation which empowers me, as a representative of the aforementioned company, to make this declaration.

2. If I, or any individual(s) representing the contractor, is offering or giving any individual(s) in Pengurusan Air Selangor Sdn. Bhd. or any other individual(s) as gratification for being selected in the aforementioned tender, I hereby agree, as a representative of the contractor, for the following actions to be taken:-
  - 2.1 revocation of the contract offer for the aforementioned tender; or
  - 2.2 termination of the contract for the aforementioned tender; and
  - 2.3 other actions according to the Pengurusan Air Selangor Sdn. Bhd.'s procurement rules and regulations currently in force.
3. In the event where there is any individual(s) who attempts to solicit any bribes from me or any individual(s) related to the contractor as gratification for being selected in the aforementioned tender, I hereby pledge to immediately report such act(s) to the Malaysian Anti-Corruption Commission (MACC)'s office or at the nearest police station.

Sincerely,



Name: MUHD MARWAN HAFIZ BIN MUHD ANNUPAL

NRIC No.: 900807-06-5387

The Contractor's stamp:



\*Note: This Successful Bidder's Declaration is to be submitted together with the Letter of Authorisation



## APPENDIX C

## DECLARATION OF OATH

I, MOHD MATRUWAN HAPIZ BIN MOHD ANNVAR (NRIC No. 900807-06-5387)  
representing ADP RESOURCES SDN BHD with registration number 200001014845 (517451-  
W) hereby solemnly and sincerely declare that: -

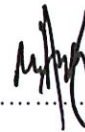
- (a) the Contractor has **NOT** misrepresented or submitted false information while dealing with Pengurusan Air Selangor Sdn. Bhd. for this procurement or commits any act, such as falsifying information in the Companies Registration Certificate, submitting fake or fabricated performance bond or any other documents;
- (b) the Contractor has **NOT** allowed its Company Registration Certificate to be misused by other individual / companies;
- (c) the Contractor is **NOT** involved in bid rigging with other contractors and other collusive conduct throughout the tender process until the contract document is signed;
- (d) the Contractor / owner / partner / directors / management has / have **NOT** been convicted of crime inside or outside Malaysia; and
- (e) the Contractor has **NOT** been wound up.

If, at any time, it is proved that the declarations as the above paragraph are untrue, Pengurusan Air Selangor Sdn. Bhd. reserves the right to withdraw its contract offer or terminate the service of the contractor for this project.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1960.

Subscribed and solemnly declared by )  
The above named )

at... RAWANG )  
on... SELANGOR DARUL EHSAN )



20 MAY 2026

Before me,

  
Commissioner for Oath

\*Note: This Declaration of Oath is to be signed only by the authorized persons as stated in the MOF / CIDB registration certificate