

DATE: 15/10/19

SERVICE ORDER (SUB-CONTRACT)

Sub-contractor:	PACIFIC CENTRIC SDN BHD	Date:	15/10/2019
Address:	D-19-09, My Loft @ Empire City 8 Jalan PJU 8/1, Damansara Perdana 47810, Petaling Jaya Selangor, Malaysia	Quotation Proposal Ref:	QUO/019/SNAP/19/R1
Attn:	Firdaus Omar	Quotation Proposal Date :	13/10/2019
Project Title:	PROVISION OF TNB IOT DEVELOPMENT		
Contract No:	PPSB/CO-79/US/LOA-001/2019		
Scope of Work:	PROVISION OF IOT PRODUCTS AND SERVICES		

We refer to your Quotation Proposal dated 13/10/19

AA. We, **SUPPLY NETWORK AGENCY PLT** (hereinafter referred to as “SNA”) do hereby confirm to engage **PACIFIC CENTRIC SDN BHD** (hereinafter referred to as “SUB-CONTRACTOR”) and have the pleasure to issue this Service Order (hereinafter referred to as “SO”) for the **PROVISION OF IOT PRODUCTS AND SERVICES** (hereinafter referred to as “SERVICES”) at the Provisional Sum Non- Escalating Lump Sum and Daily Unit Price as per stipulated in Appendix – A- “Quotation of Proposal”.

BB. The SERVICES shall be strictly in accordance with the condition stated in this SO and/or shall be performed subject to the SUB-CONTRACTORS's Quotation Proposal dated 13/10/19. Any change to this SO shall only be valid upon issue of written revision and accepted by SNA.

CC. The following scope of works based on or subject substantially to the following term and conditions as stated hereinafter and shall apply between us.

1. Scope of Works

SUB-CONTRACTOR shall be responsible for a provision of IOT products and associated services for the project title: Provision of TNB IOT Development as provided in the SUB-CONTRACTOR's Quotation Proposal dated 13/10/19.

2. Equipment and Personnel

The following equipment & services shall be but not limited to during operation at site;

2.1. Equipment & material

- i. IoT Web-app Dashboard Development
- ii. LoRa IoT Gateway
- iii. LoRa Node (RS 485)

3. Service Order Estimated Contract Value

- 3.1. The Daily/Unit Price provided in the Appendix- A "Quotation of Proposal" shall be FIXED NON-ESCALATING UNIT RATE and shall be deemed to include all costs and expenses which may be required in and for execution of the services together with the risks, liabilities and either stated or implied.

4. Terms and Condition

- 4.1. Payments for completion of work in consideration of the SERVICES performed shall be made in accordance with the following payment milestone;

- i. Upon completeness of works, submission of complete sets of documentation approved and certified by SNA and /or Client, payment shall be made within fourteen (14) days upon receipt of invoice.

- 4.2. All price contain in this SO shall be in Malaysian Ringgit (RM).

5. Contract Schedule

- 5.1. Date Commencement of works: Tentatively 15/10/2019
5.2. Period/Completion Date: Tentatively 30/10/2019
5.3. Installation Date: Tentatively first week of November 2019
5.4. Installation mobilisation by SNA

DD. The parties shall endeavour to agree commercial and legal terms under which they will proceed and if for any reason, SUB-CONTRACTOR are unable to provide any or all of the SERVICES described herein, or if SUB-CONTRACTOR object to any of the provisions of this SO, the SUB-CONTRACTOR shall inform SNA in writing specifying the inability or objections and the reasons within (5) calendar days from date of this SO and both parties agreed that this SO therefore is void and in effective.

This SO prepared and sent to you in duplicate. Please indicate your acknowledgement of this SO and signify your agreement to the above by signing, duly witnessed, and returning a copy to our office within (2) days from the date of this SO.

Yours faithfully,

for **SUPPLY NETWORK AGENCY PLT.**


Syamsul Nizam Bin Azmee
Senior Managing Manager
Supply Network Agency PLT
No. 2, Jalan Mega 1/4,
Taman Perindustrian Nusa Cemerlang
79200 Johor Bahru,
Johor Darul Takzim, Malaysia

SYAMSUL NIZAM AZMEE

Manager

Attachments:

Appendix - A "Quotation of Proposal"

DATE: 15/08/19

-----Acceptance Sheet by PACIFIC CENTRIC SDN BHD-----

The undersigned hereby confirm acceptance entirety of all the aforesaid terms and conditions

Signature :

Name :

I/C No :

Designation :

Company Stamp :

Witnessed By :

Signature :

Name :

I/C No :

Designation :

Note: Upon acceptance of this SO, the SUB-CONTRACTOR agrees to SUPPLY NETWORK AGENCY PLT (SNA) standard terms and conditions of this document. SNA shall be entitled to treat any other terms and conditions introduced by or on behalf of the subcontractor as having no effect. It is mutually agreed that this SERVICES shall be performed subject to the general Terms and Conditions as per SUB-CONTRACTOR Quotation Proposal related agreed records. If any terms are conflict then the terms in this SO shall prevail.

SUPPLY NETWORK AGENCY PLT STANDARD TERMS AND CONDITIONS OF SERVICE ORDER

1. All items/services received shall be subject to the final acceptance by the end-user and if rejected it shall be replaced by SUB-CONTRACTOR own expenses.
2. Prices shall be in Ringgit Malaysia (RM) unless otherwise specified and remain firm with no escalation. Price shall be inclusive of any and all government taxes and duties, charges or cost for clearance, transportation, handling and insurance applicable in Malaysia.
3. Additional payment Terms: SNA shall make payment to the SUB-CONTRACTOR as stipulated in item 4 as mention in (page 2 of 5 this document). Any invoice(s) received by SNA without the appropriate reference as stipulated Clause CC- item 3-sub item 3.1 will be returned to SUB-CONTRACTOR unprocessed. SNA shall not be liable to the SUB-CONTRACTOR for any additional charges caused by non-compliance with these terms of conditions. Payment stated under these terms shall be withheld if SUB-CONTRACTOR fails to execute the said SERVICES due to diligence and expedition or if the SUB-CONTRACTOR schedule is extended. Payment to be given to SUB-CONTRACTOR only if SNA agrees to accept the provided services based on the agreed requirements.
4. Delay Damages shall be calculated at the rate of 0.1% of SO total price per calendar day to the maximum limit of 100% of the SO total price, which the said SERVICES shall remain incomplete.
5. The SERVICES are to be carried out in Malaysia and the Project Site under this SO shall be as per mention in (page 1 to 3 of this document) and accordance with SNA specified program and instructions.
6. SNA shall have rights at any time to alter, amend, omit, change, modify and add to or otherwise vary the SERVICES.
7. SNA shall supply/provide for/or on behalf of SUB-CONTRACTOR as stipulated in Appendix A – SUB-CONTRACTOR Quotation Proposal dated 13/10/19.
8. SUB-CONTRACTOR shall supply/ provide PPEs, work permits (if necessary) and etc. to its workers after being mobilize to the project site for the execution of SERVICES.
9. SUB-CONTRACTOR shall advise SNA's Project Manager (PM) or its representatives of any potential additional works in writing and must be approved by SNA and/ or client (end user) before any commencement of the additional works.
10. The SUB-CONTRACTOR shall not assign/transfer the SERVICES and/or any part thereof under this SO to any third party without the express written consent of SNA. Any sub-contract WORKS/SERVICES or assignment by SUBCONTRACTOR without such written consent shall be null and void and of no legal effect and such act shall be deemed to be a default or breach of the terms and conditions of the SO /sub-contract. The SUB-CONTRACTOR will incur a penalty up to the SO value in the event of breach. The terms and conditions of this SO shall be binding upon SUBCONTRACTOR and SNA.
11. Confidentiality: In the course of providing service hereunder, SUB-CONTRACTOR may have access to confidential and proprietary information and materials of SNA or its client. Confidential Information includes and is not limited to, information related to past, present or future research, development or business affairs, and impropriety products, materials or methodologies, or any other information which provides SNA or its clients with a competitive advantage. Confidential information shall be used by SUB-CONTRACTOR only in conjunction with the provision of services hereunder and shall not be disclosed to any third party. Upon SNA's request or completion or termination of this SO, SUB-CONTRACTOR shall return all confidential information to SNA. SNA shall impose penalty amount equivalent to as loss of opportunities for the disclosure of information.
12. SUB-CONTRACTOR warrants that it will release, indemnify, defend and hold harmless SNA, its representatives, employee, servant and /or agent from and against any and all claims, action, suit, losses, damages and expenses, penalty, including attorney's fees arising from any claim, whether rightful or otherwise from the labour employer and/or hereunder and also from any third party and governmental body and/or authority in respect of the workers employed, work carried or omission under and in connection with the SERVICES and/or the project. SUB-CONTRACTOR hereby agreed to indemnify and hold SNA harmless against any of all claims, actions, legal proceeding, demand, damages arising from an in connection with the SERVICES.
13. Termination; SNA may by notice in writing to the SUB-CONTRACTOR terminate the SERVICE as follows:
 - a) Forthwith if the SUB-CONTRACTOR shall be in material breach of any of the terms of the SERVICE and shall have failed to remedy, or to have commenced to remedy such breach within 7 days of receipt of written notice from SNA to do, or

- b) Forthwith if the subcontractor becomes insolvent or bankrupt or is unable to pay its debts as they fall due or is the subject of a winding-up petition or has a receiver appointed over all or any of its assets or enter into liquidation including a provisional liquidator or a trustee manager, factor or administrator of its affairs being appointed, or
 - c) Forthwith for SNA's convenience.
- 14. In the event of termination arising from the causes specified under sub-article (a) or (b) above, SNA only be liable to the SUB-CONTRACTOR in respect of the SERVICES performed up to the effective date of termination. In the event of termination under sub article (c).
 - 15. Force Majeure: Any failure by the SUB-CONTRACTOR or SNA to carry out any of its obligations under this SO shall not be deemed a breach of this SO if such failure is caused by a force majeure event which is beyond the affected party's control.
 - 16. Governing Laws: The validity, interpretation and performance of this SO shall be governed by the law of Malaysia.
 - 17. Arbitration: Any dispute or difference in view regarding this SO shall be settled, in so far as possible, by mutual consultation and consent, failing which by arbitration rotation to be held at Kuala Lumpur, Malaysia arriving the Arbitration Rules of the International Chamber of Commerce by a single arbitrator.

APPENDIX A



PACIFIC CENTRIC SDN. BHD.
D-19-09, My Loft @ Empire City 8
Jalan PJU 8/1, Damansara Perdana
47810, Petaling Jaya
Selangor, Malaysia
www.pacificcentric.com

QUOTATION

To : Supply Network Agency PLT
No. 38, Jalan Desa 13/1,
Bandar Country Homes, 48000,
Rawang, Selangor
Attn. : Mr. Syamsul Nizam
Tel : +60 12-488 3001
Email : -
Project : TNB IoT Development

Quo. No. : QUO/019/SNAP/19/R1
Date : 13th October 2019
Contact person : Firdaus Omar
Mobile : +60 13-595 7284
Email : firdaus@pacificcentric.com
Prepared by : Firdaus Omar
Validity : 14 Days
Payment Term : 80% Down payment
20% On completion
Delivery : Confirmation upon
Purchase Order

SUBJECT:

Firstly, we would like to thank you for inviting us to quote the items below. We hereby submit our quotation for your consideration.

Item	Description	Unit Price (RM)	QTY	Total Price (RM)
1	IoT Web-app Dashboard Development	5,500.00	1	5,500.00
2	LoRa IoT Gateway	2,500.00	1	2,500.00
3	LoRa Node (RS 485)	525.00	1	525.00
Sub Total Amount (RM)				8,525.00
Discount (RM)				0.00
Total Amount (RM)				8,525.00

Notes:

- Client shall provide RS485 sensor for integration with IoT system
- Offer provided exclude site installation and yearly maintenance charge

Best regards,

Acknowledge received,


Firdaus Omar
Project Director
Pacific Centric Sdn Bhd
+60 13-595 7284

Name:
Date:

(*If you choose to accept this quotation and the term and condition associated with it, please stamp, sign and return back this document to us.)