



# VENDOR LETTER OF DECLARATION FORM

## 1. DECLARE THAT:

- a) The Vendor and its director(s), officers and employees are in compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption matters (the Relevant Laws);
- b) Neither the Vendor nor any of its director(s), officers and employees who may be involved in the business transaction(s) has been convicted of any offence involving bribery or corruption or fraud; nor, to the best of the Vendor's knowledge, is any such person the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence under the Relevant Law; and
- c) The Vendor did not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any individual, representing HARTASUMA Sdn Bhd (hereinafter HSB) as an inducement, incentive, reward, gift or bonus for being selected for the business transaction(s).

## 2. UNDERTAKE THAT:

- a) The Vendor will not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any individual in HSB or any individual representing HSB, as an inducement, incentive, reward, gift or bonus to be selected and / or for any other purpose connected to the Business Transaction(s);
- b) The Vendor will not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any government office or private individual so as to obtain or retain a business advantage on behalf of HSB during the carrying out of Business Transaction(s) and
- c) If contraventions or investigations of the type described in Section 1(b) above have occurred, the Vendor will forthwith supply full details of them to HSB.

## 3. AGREE THAT:

- a) In the event that the Vendor, its director(s), officers or employees' breaches any of the above sections, the following actions may be taken by HSB:
  - i) Immediate revocation of the contract award of the Business Transaction(s) without any liability whatsoever on the part of HSB to the Vendor and / or its director(s), officers or employees, and

- ii) Immediate termination of the contract for the Business Transaction(s) without any liability whatsoever on the part of HSB to the Vendor or its director(s), officers or employees,

without prejudice to any other rights or remedies HSB may have or any other disciplinary action which HSB may take as it deems appropriate;

Should any individual attempt to solicit any bribe or advantage (whether financial or otherwise) from the Vendor or any other individual connected to the vendor either as an inducement or incentive to be selected or as a reward, gift or bonus for being selected in the Business Transaction(s), or where the Vendor has reasonable grounds to suspect any breach or potential breach of the obligations in this letter, the Vendor will report such act immediately in accordance with the whistleblowing channel as provided.

Yours sincerely

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Name :  
NRIC / Passport No :  
Position :  
Name of Company :  
Company Stamp :

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Received & acknowledged by:

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Name :  
NRIC / Passport No :  
Position :

**Note:** Business Transaction(s) is (are) defined as quotations, tenders, contracts and purchase orders