

Appendix F: Standard Clauses in TOR for High-volume Contract

1. The Bidder must operate with ethics, transparency, and not proceed in any activity that is considered fraud, corruption, bribery (whether it be offering or accepting), activities that cause conflicts of interest, and infringement on intellectual property.
2. The Bidder must strictly comply with relevant laws and regulations that covers business ethics, social responsibility, safety, and environment, such as Labor Protection law, and Occupational Safety, Health, and Environment law.
3. The Bidder with high risk towards the environmental, social and governance aspects (ESG) must complete EGCO Group's Self-Assessment Questionnaire (SAQ) according to EGCO Group's Supplier Registration, by submitting the form with preventive measures in case of operations that do not comply with requirements as part of the technical specification of the bidding documentations. EGCO's Procurement Committee is favorable towards suppliers whose ESG performance is better, and EGCO has applied a minimum weight to the ESG criteria in supplier selection and contract awarding.
4. In the event that the Procurement Committee deems the Bidder has failed the Self-Assessment Questionnaire, did not submit all relevant documentations, or did not sufficiently formulate an impact management plan and therefore cannot achieve the minimum ESG requirements, within the set timeframe according to point 3, EGCO reserves the rights to exclude or not select such suppliers.
5. EGCO reserves the rights to continuously review the ESG performance of the Bidder as appropriate to ensure alignment with the Supplier Code of Conduct to avoid potential conflicts with ESG requirements and reserves the right to exclude suppliers whose ESG performance does not meet EGCO's requirements in future opportunities.
6. In the case where EGCO has found the Bidder does not follow EGCO Group's Supplier Code of Conduct (SCoC) on issues that have high risks to the supplier's operations, which are business ethics (anti-fraud and corruption) and compliance with human rights policy and labor practices (such as the use of forced labor, child labor, human trafficking), EGCO Group reserves the rights to stop work until there is a correction or to terminate the contract with the contractor. If the aforementioned operation causes a delay in the project and renders the contractor unable to deliver the work according to EGCO's requirements, the contractor must pay a penalty as specified in the general requirement.