



**Plantations**

**BOUSTEAD PLANTATIONS BERHAD**<sup>1245-M</sup>  
*(A member of Boustead Group)*

## **INTEGRITY PACT**

**MARCH 2021**

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## **1.0 INTRODUCTION**

- 1.1 BPLANT is committed towards ensuring the highest standards of integrity, accountability and professionalism in the conduct of its businesses to protect and preserve BPLANT's interests and reputation. This is consistent with Boustead Group's core values of RESPECT, INTEGRITY, TEAMWORK and EXCELLENCE.
- 1.2 The Integrity Pact is a concept introduced by Transparency International to assist Governments, Business Institutions and the Public to curb corruption in the field of public contracting.
- 1.3 The implementation of Integrity Pact in BPLANT is one of the directives by Board and Management in order to enhance the governance and practices with regards to integrity practices in BPLANT.

## **2.0 PURPOSE**

This Integrity Pact is designed to:

- 2.1 Uphold the culture of integrity and to prevent conflict of interest between BPLANT personnel and business associates involved in business dealings.
- 2.2 Promote transparency in all aspects of business dealings by BPLANT personnel and its business associates i.e., free from any types of corruption and bribery.
- 2.3 Increase awareness among BPLANT personnel and its business associates on corruption practices and offences.

## **3.0 SCOPE**

- 3.1 This Integrity Pact comprises of a set of declaration process by BPLANT personnel and its business associates.
- 3.2 This Integrity Pact shall be reviewed on a periodic basis, or when there are any key changes in the operating procedures, legislative or best practices.

## **4.0 ABBREVIATION & DEFINITION**

### **4.1 Abbreviation**

BPLANT	Boustead Plantations Berhad Group
HOD	Head of Department
HRAD	Human Resources & Administration Dept.
SCMU	Supply Chain Management Unit

## 4.2 Definition

Board	Board of Directors
BPLANT	<p>Group of Companies under Boustead Plantations Berhad comprises of:</p> <ol style="list-style-type: none"> <li>1. Boustead Plantations Berhad</li> <li>2. Boustead Solandra Sdn. Bhd.</li> <li>3. Boustead Rimba Nilai Sdn. Bhd.</li> <li>4. Boustead Telok Sengat Sdn. Bhd.</li> <li>5. Boustead Eldred Sdn. Bhd.</li> <li>6. Boustead Emastulin Sdn. Bhd.</li> <li>7. Boustead Gradient Sdn. Bhd.</li> <li>8. Boustead Pelita Kanowit Sdn. Bhd.</li> <li>9. Boustead Pelita Kanowit Oil Mill Sdn. Bhd.</li> <li>10. Boustead Pelita Tinjar Sdn. Bhd.</li> <li>11. Boustead Agency and Consultancy Services Sdn. Bhd.</li> <li>12. Boustead Trunkline Sdn. Bhd.</li> <li>13. Boustead Estates Agency Sdn. Bhd.</li> <li>14. Bounty Crop Sdn. Bhd.</li> <li>15. Boustead Life Sciences and Research Sdn. Bhd.</li> </ol>
Business Associates	any supplier of services or materials, client, customer, contractor, sub-contractor, consultant, professional advisor, lessor of space or goods, tenant, licensor, licensee or partner of BPLANT.
Corrupt Practices (MACC Act 2009 and its amendments)	<ol style="list-style-type: none"> <li>1. Soliciting/accepting gratification (Section 16 and 17(a))</li> <li>2. Offering/giving gratification (Section 17(b))</li> <li>3. Intending to deceive principal by agent (False claim) (Section 18)</li> <li>4. Using office or position for gratification (Section 23)</li> </ol>
Employee(s)	any person who is in the employment of the BPLANT including but not limited to executives, non-executives, secretaries and secondees.
Gratification	<ol style="list-style-type: none"> <li>1. Money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any</li> </ol>

- description whether movable or immovable, financial benefit, or any other similar advantage;
2. Any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
  3. Any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
  4. Any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
  5. Any forbearance to demand any money or money's worth or valuable thing;
  6. Any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
  7. Any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding items (1) to (6);

Personnel

Directors, officers, employees, temporary staff or workers and volunteers.

## 5.0 STAGES AND WORK PROCESS OF INTEGRITY PACT IMPLEMENTATION

### 5.1 Employee(s)

- 5.1.1 The Integrity Pledge by Employee(s) is outlined as per **Appendix A**.
- 5.1.2 All employees shall be required to execute the Integrity Pledge by Employee.
- 5.1.3 Each HOD shall ensure that all their staffs have executed the Integrity Pledge by Employee accordingly upon reporting for duty.
- 5.1.4 The relevant document shall be duly kept as part of the staffs' personnel profile.

## 5.2 Director(s)

- 5.2.1 The Integrity Pledge by Director(s) is outlined as per **Appendix B**.
- 5.2.2 The Director(s) of BLANT shall execute the Integrity Pledge by Director upon their appointment as the Director of BPLANT.
- 5.2.3 The relevant document shall be duly kept by the Company Secretary for further references.

## 5.3 Business Associates

- 5.3.1 The Integrity Pledge by Business Associates is outlined as per **Appendix C**.
- 5.3.2 Stages and work process are as follows:
  - 5.3.2.1 Upon Registration as BPLANT Approved Vendor
    - a) Business entities applying to register as BPLANT Approved Vendor shall execute the Integrity Pledge by Business Associates and attach it together with the Vendor Registration Form as a mandatory supporting document.
    - b) Failure to execute the Integrity Pledge by Business Associates shall disqualify them from participate in all tenders/quotations relating to BPLANT procurement activities.
    - c) The relevant document shall be duly kept as part of their registration process by the SCMU.
  - 5.3.2.2 Upon Renewal of Vendor Registration
    - a) Business Associates shall execute the Integrity Pledge by Business Associates upon renewal of their registration.
    - b) The SCMU shall monitor and ensure that the execution is carried out accordingly where necessary.
    - c) The relevant document shall be duly kept by SCMU.

### 5.3.3 Inclusion of appropriate anti-corruption clause in procurement agreements/contracts.

The SCMU shall ensure that appropriate anti-corruption clauses to be included in all procurement agreement/contract which are as follows:

#### 5.3.3.1 The Business Associates i.e., contractor/supplier shall:

- a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including, but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (and its amendments);
- b) not engage in any activity, practice or conduct which would constitute an offence under the Malaysian Anti-Corruption Commission Act 2009 (and its amendments), if such activity, practice or conduct had been carried out in Malaysia;
- c) not to be involved, directly or indirectly, solicit, accept, promise, offer, make, give or provide corrupt payments in relation to performing the works, duties and obligations of this Contract /Agreement.
- d) comply with the Code of Ethics and Business Conduct and Anti-Corruption policy and any other applicable policy of Boustead Plantations Berhad (BPB); and
- e) promptly report to BPB for any request or demand for any undue financial or other advantage of any kind received by Business Associates in connection with the performance of the Agreement.

5.3.3.2 Neither party shall offer or agree to give any employee, agent or representative of the other party any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract/Agreement or for showing or forbearing to show favour or disfavour to any person in relation to the Contract/Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

5.3.3.3 Termination on Corruption, Unlawful or Illegal Activities:

- a) Without prejudice to any other rights of the party, if either party or by anyone employed by it or acting on its behalf (with the knowledge of that party) is/are in breach of the Anti-Corruption provisions, or convicted by a court of law for corruption or unlawful or illegal activities in relation to this Contract /Agreement, the other party shall be entitled to terminate this Agreement at any time, by giving a written notice of a minimum thirty (30) days prior to the effective date of the termination.
- b) Upon such termination, subject to the limitation of liability clause, the other party shall be entitled to all direct losses, costs, damages and expenses (including any solicitor and/or auditor costs and expenses) incurred by the other party arising from such termination and the parties agree that neither party shall be entitled to any form of indirect or consequential losses, damages or expenses including loss of profit, punitive losses upon termination of this Contract /Agreement.

## **6.0 SANCTION FOR BREACH OF INTEGRITY PACT**

- 6.1 For employees, failure to comply or breach of any term of the Integrity Pledge by Staff shall result in criminal and/or civil proceedings and/or disciplinary actions, up to and including termination or dismissal, as per provisions in BPLANT Disciplinary Procedures and Guidelines.
- 6.2 For business associates, failure to comply or breach of any term of the Integrity Pledge by Business Associates shall result in any or all of the following actions to be taken:
  - 6.2.1 Denial or loss of contract (including the termination of any awarded contract);
  - 6.2.2 Forfeiture of the tender documentation fee and/or performance bond;
  - 6.2.3 Claim for loss and damages incurred by BPLANT;
  - 6.2.4 Suspension as BPB Registered Vendor for an appropriate period of time and/or blacklisted from future registration;
  - 6.2.5 Disqualification from the current tender/quotation;
  - 6.2.6 Exclusion from participation in future tenders/quotations; and/or



6.2.7 Any other legal proceeding according to BPLANT rules and regulations then in force.

## 7.0 REFERENCES

Nil

## 8.0 REVISION HISTORY

Revision No	Effective Date	SIM/SOP Ref No.	Reason of Revision
00	01/03/2021	CRM/07/ITP-00	New Policy & Guidelines

## 9.0 APPENDICES

Appendix A	Integrity Pledge by Staff
Appendix B	Integrity Pledge by Director
Appendix C	Integrity Pledge by Business Associates

**INTEGRITY PLEDGE BY EMPLOYEE (PAGE 1 of 2)**

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BOUSTEAD PLANTATIONS BERHAD (1245-M)

**INTEGRITY PLEDGE BY EMPLOYEE**

1. I, \_\_\_\_\_ (name of staff)  
of \_\_\_\_\_ (department/operating unit)  
with NRIC No. \_\_\_\_\_ hereby declare and undertake as follows:
- a. Shall always comply with all applicable laws and regulation, including but not limited to Malaysian Anti-Corruption Commission ("MACC") Act 2009 (and its amendments), Malaysian Penal Code (revised 1997) (and its amendments), the Companies Act 2016 (Malaysia) and Whistle-blower Protection Act 2010.
  - b. Shall not by myself, or by or in conjunction with any other person:
    - i. Solicits, receives or agrees to receive for myself or for any other person; or
    - ii. Gives, promises or offers to any person whether for the benefit of that person or of another person;
any gratification (as defined under the MACC Act 2009) as an inducement to or a reward for any matter or transaction, actual or proposed or likely to take place, relating to decision, opinion, recommendation, vote or other favours in my employment capacity;
  - c. Shall not collude with any bidder(s), supplier(s) or any other party, in any type of practice including corruptly procuring withdrawal of tender, that may affect the transparency and fairness during any procurement activity and during the contract implementation period;
  - d. Agree to keep in strictest confidentiality all proprietary information and documentations relating to any tender/quotation and/or contract;
  - e. Shall immediately declare with details to the Human Resources and Administration Department if any of my family member(s) or relative(s) (as defined under the MACC Act 2009) has any interest in any bidder(s) and/or supplier(s) in the foreseeable future;
  - f. Shall immediately report to the Boustead Plantations Berhad (BPB) whistleblowing channels, the MACC office or the nearest police station in the event where there

**INTEGRITY PLEDGE BY EMPLOYEE (PAGE 2 of 2)**

is any individual(s) who offer, give, or agree or promise to give any gratification as an inducement to or for a reward for any matter or transaction relating to any procurement activity, and aware that failure to do so shall be constituted as an offence under the MACC Act 2009; and

- g. Shall at all material time abide by BPB's Code of Ethics and Conduct, BPB's Anti-Corruption Policy, and any other applicable policy.
- 2. I agree that this declaration obligation shall remain in full force and effect during my service under BPB Group of Companies.
- 3. I duly understand that the failure to comply or breach of any term of the declaration stated above may result in criminal and/or civil proceedings and/or disciplinary actions taken against me, up to and including termination or dismissal.

Employee

Witness

\_\_\_\_\_  
*(Staff signature)*

\_\_\_\_\_  
*(Witness signature)*

Name:

Name:

Designation:

Designation:

Date:

Date:

**INTEGRITY PLEDGE BY DIRECTOR (PAGE 1 of 2)**

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BOUSTEAD PLANTATIONS BERHAD (1245-M)

**INTEGRITY PLEDGE BY DIRECTOR**

1. I, \_\_\_\_\_ (name of director)  
with NRIC No. \_\_\_\_\_ hereby declare and undertake as follows:
- a. Shall always comply with all applicable laws and regulations, including but not limited to Malaysian Anti-Corruption Commission ("MACC") Act 2009 (and its amendments), Malaysian Penal Code (revised 1997) (and its amendments), the Companies Act 2016 (Malaysia) and Whistle-blower Protection Act 2010.
  - b. Shall not by myself, or by or in conjunction with any other person:
    - i. Solicits, receives or agrees to receive for myself or for any other person; or
    - ii. Gives, promises or offers to any person whether for the benefit of that person or of another person;

any gratification (as defined under the MACC Act 2009) as an inducement to or a reward for any matter or transaction, actual or proposed or likely to take place, relating to decision, opinion, recommendation, vote or other favours in my directorship capacity;
  - c. Shall not collude with any bidder(s), supplier(s) or any other party, in any type of practice including corruptly procuring withdrawal of tender, that may affect the transparency and fairness during any procurement activity and during the contract implementation period;
  - d. Shall at all material times exercise sound judgement in the best interest of Boustead Plantations Berhad (BPB) and unclouded by any personal interest, without coercion, or undue influence by any bidder(s), supplier(s) or third party, in making any decision relating to any tender/quotation and/or proposal submitted to the Board of Directors and/or Board committees;
  - e. Agree to keep in strictest confidentiality all proprietary information and documentations relating to any tender/quotation and/or proposal, and hereby covenant to take all reasonable measures to protect the secrecy and avoid disclosure, reduce and/or eliminate leakage or use of such proprietary information and/or documents to any unauthorised party;

**INTEGRITY PLEDGE BY DIRECTOR (PAGE 2 of 2)**

- f. Shall immediately declare with details to the Chairman/Senior Independent Non-Executive Director if any of my family member(s) or relative(s) (as defined under the MACC Act 2009) has any interest in any bidder(s) and/or supplier(s) in the foreseeable future relating to any tender/quotation and/or proposal submitted to the Board of Directors and/or Board committees, and abstain myself from participating in whatsoever manner in the said tender/quotation and/or proposal;
  - g. Shall immediately report to the BPB's whistleblowing channels, the MACC office or the nearest police station in the event where there is any individual(s) who offer, give, or agree or promise to give any gratification as an inducement to or for a reward for any matter or transaction relating to any procurement activity and/or my directorship capacity, and aware that failure to do so shall be constituted as an offence under the MACC Act 2009; and
  - h. Shall at all material time abide by BPB's Code of Ethics and Conduct, BPB's Anti-Corruption Policy, and any other applicable policy.
2. I agree that this declaration obligation shall remain in full force and effect during my tenure in the Board of Directors and/or Board committees of BPB Group of Companies.

*Director*

*Witness*

\_\_\_\_\_  
*(Director signature)*

\_\_\_\_\_  
*(Witness signature)*

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

**INTEGRITY PLEDGE BY BUSINESS ASSOCIATES (PAGE 1 of 2)**

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BOUSTEAD PLANTATIONS BERHAD (1245-M)

**INTEGRITY PLEDGE BY BUSINESS ASSOCIATES**

1. I, \_\_\_\_\_ *(name of representative)*  
of NRIC No. \_\_\_\_\_, being the duly authorised officer of  
\_\_\_\_\_ *(name of company)*  
("the Company") with SSM No. \_\_\_\_\_ hereby declare that I,  
or any individual(s) representing the Company (including staffs, agents and/or  
subcontractors) shall not give, promise or offer to any representative(s) of Boustead  
Plantations Berhad ("BPB") and/or any of its Group of Companies (including directors,  
staffs, agents and/or contractors) (collectively referred to as "BPLANT Group") or any  
other individual(s) having interest in BPLANT Group's procurement activities, any  
gratification (as defined under the Malaysian Anti-Corruption Commission ("MACC") Act  
2009 (and its amendment) as an inducement to or a reward for any matter or transaction,  
actual or proposed or likely to take place, relating to BPLANT Group's procurement  
activities.
  
2. If I, or any individual(s) representing the Company admit to or convicted of giving,  
promising or offering to BPLANT Group or any other individual(s) having interest in  
BPLANT Group's procurement activities, any gratification as an inducement to or for a  
reward for any matter or transaction relating to BPLANT Group's procurement activities,  
I hereby agree, as a duly authorised officer of the Company, to any or all of the following  
actions to be taken against the Company:
  - a. Denial or loss of contract (including the termination of any awarded contract);
  - b. Forfeiture of the tender documentation fee and/or performance bond;
  - c. Claim for loss and damages incurred by BPB;
  - d. Suspension as BPB Registered Vendor for an appropriate period of time and/or  
blacklisted from future registration;
  - e. Disqualification from the current tender/quotation;
  - f. Exclusion from participation in future tenders/quotations;
  - g. Any other legal proceeding according to BPB rules and regulations then in force.

**INTEGRITY PLEDGE BY BUSINESS ASSOCIATES (PAGE 2 of 2)**

- 3. In the event where there is any individual(s) who solicits from me or any individual(s) representing the Company, any gratification as an inducement to or for a reward for any matter or transaction relating to BPLANT Group's procurement activities, I hereby pledge to immediately report such act(s) to either:
  - a. BPB's whistleblowing channels;
  - b. MACC office; or
  - c. Nearest police station.
  
- 4. The Company hereby agree that it shall at all material time abide by BPB's Code of Ethics and Conduct, BPB's Anti-Corruption Policy, and any other applicable policy.
  
- 5. The Company hereby represents that its signatory to this declaration is fully authorised to sign on the Company's behalf, and where applicable and upon request by BPB, a copy of the requisite letter of authorisation and corresponding board resolution, shall be forwarded by the Company.

*For and on behalf of the Company*

*Witness*

\_\_\_\_\_  
*(Representative signature)*

**Name:**

**NRIC No.:**

**Date:**

**Company stamp:**

\_\_\_\_\_  
*(Witness signature)*

**Name:**

**NRIC No.:**

**Date:**