

REF NO.

DD/MM/2024

VENDOR NAME

Vendor Address

ATTN: Vendor PIC

Dear Sirs,

LETTER OF AWARD

PROJECT NAME

WESTPORTS MALAYSIA SDN. BHD. (REGISTRATION NO. 199001001164 (192725-V)) (“the Company”) is pleased to award to **VENDOR NAME** (“the Vendor”) the works described as “**PROJECT NAME**” (“the Works”) in accordance to the terms and conditions of this Letter of Award.

1. The documents mentioned in sub-clauses (a) to (d) below shall be deemed to form the agreement between the Company and the Contractor (“the Contract”) and in the event of any ambiguity or inconsistencies between the Contract documents, the order of precedence shall be as follows: -
 - (a) This Letter of Award dated **DD/MM/2024** bearing reference number **REF NO.**;
 - (b) **The Contractor’s price of CONTRACT SUM BASED ON TENDER only** as per the Contractor’s Pricing Details;
 - (c) **OTHER RELEVANT DOCUMENTS**
2. In consideration of the payment of the Contract Sum to be made by the Company to the Contractor, the Contractor agrees to carry out the Works in respect of the works at Westports as described in the Contractor’s proposal and statement of work and to carry out all its obligations herein in relation to the Works in accordance to the Contract.
3. The Company appoints its employee, **WP REPRESENTATIVE**, whose designation is **REPRESENTATIVE POSITION** to act as the Company’s Representative for the purposes of this Contract. The Company shall advise the Contractor in writing of any changes in its appointment of the Company’s Representative. The Contractor will at all times during the duration of this Contract and in the execution of the Works deal with the Company’s Representative in all matters relating to this Contract including the certification of payment claims submitted by the Contractor. The Company’s Representative shall review and certify any payment certificates submitted for the Works provided always that the amount stated therein remains consistent with the Contract Sum. Any deviation from the Contract Sum for any reason whatsoever thereafter must be verified and approved by the undersigned parties in writing.
4. (a) The Company shall pay the Contractor in consideration of the Contractor completing the Works in accordance with this Contract the sum of **CONTRACT SUM** only (“**Contract Sum**”).

- (b) Subject to the written approval of the Company's Representative first had and obtained, the Contractor shall be entitled to claim progressive payments from the Company from time to time upon completion of the relevant stages of the Works as per the payment milestone stipulated under Clause 4 (c). Every request for progressive payment shall be supported by the progress Payment Certificate or its equivalent documentation as mutually agreed by the Company and the Contractor and signed by the Company's Representative. Provided however that no payment shall be considered as evidence of the quality of any Works to which such payment relates nor shall it relieve the Contractor from its responsibilities under this Contract.
 - (d) All sums payable pursuant to this Agreement shall be exclusive of any applicable tax, charges, duties or levies, including withholding tax and other applicable taxes which will be billed upon invoice issuance. All fees are in Euros.
- 5. The parties agree that, in lieu of a Performance Bond being deposited by the Contractor, the Company shall be entitled to withhold payment of the first two payment milestones at Clause 4(c) hereof until the expiration of the Defect Liability Period as hereinafter mentioned.
- 6.
 - (a) The Contractor shall proceed expeditiously and without delay and shall complete the Works on or before **DD/MM/YYYY** ("**Completion Date**").
 - (b) The Works shall be carried out and completed in accordance to the Contract in the manner and or as may be instructed by the Company. Where the Works cannot be completed by the Contractor on or before the Completion Date, the Contractor shall advise the Company immediately of the delay, the reasons for the delay and the revised date for the completion of the Works or other particulars.
- 7.
 - (a) If the Contractor fails to complete the Works on or before the Completion Date, the Company shall be entitled to a reduction in the Contract Sum whether or not the Company had suffered losses due to the failure of the Contractor to complete the Works by the Completion Date. The reduction rate shall **only** per day ("**Liquidated Damages**") calculated consecutively from the day immediately after the Completion Date or approved extension to the day of the actual completion of the Works. Provided however the total amount of the Liquidated Damages that the Company shall be entitled under this sub-clause for the whole of the Works under this Contract shall not exceed ten percent (10%) of the Contract Sum. The Company shall be entitled to deduct the Liquidated Damages from the final payment of the Contract Sum due to the Contractor. In the event of any further delay thereafter, the Company shall be entitled at its option and absolute discretion to terminate this Contract.
- 8.
 - (a) The Contractor shall comply with all instructions given by the Company in respect of the Works.
 - (b) Within ten (10) working days of accepting the terms of this Contract, the Contractor shall submit a programme for the Works to the Company.
- 9. The Contractor shall provide all supervision, labour, and all necessary equipment which may be required to carry out the Works.

10. The Contractor shall undertake responsibility in respect of life, health, accident and travel of its employees, personnel or specialist associated with the Contractor for the purpose of carrying out the Works and shall take out at its own expense all such life, health, accident and travel insurance in respect of such persons as may be necessary and desirable. The Contractor shall contribute to such scheme as the Social Security Organization Scheme (SOCSO) in respect of its employees, the Personnel and the personnel of its sub-consultant to whom the Employees Social Security Act 1969 Malaysia applies.
11. The Contractor is required to carry out the Works in full compliance with the requirements of all relevant government departments, statutory bodies and agencies governing the Works.
12.
 - (a) When the Contractor has completed the Works and the Approval of Delivery has been issued by the Company, the Contractor shall then be entitled to make a claim in accordance with Clause 4 herein subject however to the Liquidated Damages as per Clause 7(b) if any.
 - (b) The payment shall be honoured by the Company within sixty (60) days from the date the Payment Certificate has been certified by the Company's Representative subsequent to receiving the payment claim no later than thirty (30) days from the issuance of Approval of Delivery by the Company with supporting documentation from the Contractor.
 - (c) No payment shall however be honored by the Company until full compliance to provisions of the Performance Bond and insurance if applicable.
13.
 - (a) The Defect Liability Period for the Works shall be **three (3) months** and shall take effect from the date of issuance of the Approval of Delivery for the Works by the Company ("the **Defect Liability Period**").
 - (b) The Company may at any time prior to the expiry of the Defect Liability Period notify the Contractor of any defect to the Works and/or sections of the Works. The Contractor shall remedy at no costs to the Company any defects due to the Contractor's workmanship not being in accordance with this Contract.
14.
 - (a) If the Contractor abandons the Works, refuses or fails to comply with valid instructions of the Company or fails to proceed expeditiously and without delay or in default of the terms and conditions of this Contract, the Company may give a written notice to the Contractor informing of the default.
 - (b) If the Contractor has not taken all practicable steps to remedy the default within **FOURTEEN (14)** days after the Contractor's receipt of the Company's notice, the Company may terminate this Contract forthwith without further reference to the Contractor.
15. The Contractor shall not subcontract the whole or any parts of the Works without the written consent of the Company.
16. The Contractor is required to examine and understand the conditions of the contract and the specifications of the Site before signing this Contract. The Company shall not entertain any reimbursement claims in respect of costs or time made by the Contractor due to the Contractor's non-compliance to this clause.
17. The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of its quotations for the Works and of the rates and prices stated in the

Pricing Details which rates and prices shall be inclusive of the ancillary and other works and expenditures whether separately or specifically mentioned or described in the Contract documents or not which are either indispensably necessary to carry out and bring to completion the Works described in the Contract documents or which may contingently become necessary to overcome difficulties before completion of the Works and to fulfil and comply to the operation conditions and needs.

18. The Contractor shall at all times during the term of this Contract keep in effect and maintain for its own protection: -
 - (a) insurance against liability to third parties including the Company for any deaths, personal injury and loss of or damage to any physical property, facilities and or goods arising out of the performance of the Contract; and
 - (b) group personnel accident insurance for the deaths, personal injury or illness of the Contractor's workers and shall relieve the Company in respect of any damages or compensation payable in respect of or as a consequence of any accidents or injury to any of the Contractor's workers and shall indemnify the Company against all claims demands, costs, proceedings whatsoever in respect or in relation thereto.
19. The Contractor shall not at any time knowingly permit or suffer to be done any acts, matters or things whereby any insurance taken out under this clause could be vitiated or rendered void or voidable.
20. The Contractor shall furnish the Company a copy of the insurance policies in the event a request is made by the Company for the same.
21. The Parties acknowledge and agree that the confidentiality obligations of the Mutual Confidentiality Agreement, shall be considered supplemental to this provision, rendering it fully applicable and enforceable for the Works.
 - (a) The Contractor agrees to protect the confidential and proprietary nature of the confidential information of the Company from disclosure to persons who are not employed pursuant to this Contract and to procure and ensure that the personnel, servants, agents, consultants and sub-contractors of the Contractor having access to such confidential information to protect the confidentiality and proprietary nature of the same.
 - (b) The Contractor shall not disclose any confidential information of the Company to a third party or publish in any media relating to this Contract and the Contractor shall not use this Contract for publicity promotion or for any purpose without the prior written consent of the Company.
22. The Contractor is encouraged to employ Malaysian Citizens as Personnel for the purpose of this agreement. If the Contractor is unable to employ Malaysians, then the Contractor shall ensure at all times that only legalized foreign workers with proper work permits and visas are employed and issued with port passes by the Company. The Contractor shall also comply with all applicable labour and employment laws for the time being in force. The Contractor hereby undertakes that it shall indemnify and keep the Company indemnified at all times against any demands, claims, impositions, penalty or proceedings in the event the work permits and or visa of the Contractor's workers are discovered to be falsified and or invalid for whatsoever reason and or for any non-compliance of labour and employment laws.

23. The failure to comply with the foregoing requirements by the Contractor shall entitle the Company to terminate and or suspend this Contract forthwith.
24. As part of the adherence to the conflict of interest policy adopted and adhered to by the Company, the Contractor shall undertake to ensure that none of the Company's employees including the immediate family members of the Company's employees either has:-
- (a) any direct or indirect financial interests or stakes in the Contractor's business or the Contractor's associated companies including but not limited to, in the capacity of an investor, shareholder, any other personal or business capacity, with the exception of provision of services by Contractor in accordance with Contractor's normal business activities; or
 - (b) been engaged by the Contractor as a director or any other positions with the Contractor or its associated companies or in the role of consultant or employed as a part-time or ad hoc basis either in the Contractor's company and or its associated companies; or
 - (c) been offered any shares, remuneration, securities, proprietary interests, incentives, gifts, discounts, favours and or any other benefits whether in cash or in kind by the Contractor or the Contractor's associated companies with the exception of receipt of fees from the provision of services by Contractor in accordance with Contractor's normal business activities.
25. The foregoing relationships, interests or situations are deemed as potential or perceived conflict of interest areas and are strictly prohibited by the Company at all times. The Contractor hereby undertakes to ensure that no such relationships, interests or situations shall exist at any time and hereby confirms and agrees that such an undertaking is a strict liability of the Contractor.
26. It is hereby agreed that in the event the Company has reasonable grounds to believe that the Contractor has breached any of the foregoing undertakings at any time, the Company shall be entitled at its sole discretion to terminate or suspend this Contract forthwith with or without notice or compensation to the Contractor.
27. In amplification and not in derogation of the provisions herein contained, the Company may terminate this Contract forthwith without liability and without prejudice to any other claims or rights that the Company may make or exercise if:-
- (a) any representations, warranty or statements made by the Contractor under this Contract is or becomes false or incorrect; or
 - (b) the Contractor enters into liquidation otherwise than for the purpose of reconstruction or amalgamation or an order of Court is made for its compulsory liquidation or suffers any distress or execution to be levied or enforced on its assets or enters into any composition or arrangement with its creditors or has a receiver or manager appointed over the whole of or any parts of its assets or undertakings.

Upon the happening of the aforesaid events, the Company may give a written notice to the Contractor informing of the defaults whereby the provisions under Clause 14 (b) hereto shall apply mutatis mutandis.

- (c) The Contractor further represents and warrants to the Company that it shall comply with the requirements of all laws, acts, ordinances, rules, regulations,

by-laws, orders and proclamations made or issued under any such Acts and (with the lawful requirements of any public, municipal and other authorities) that are applicable with respect to the due performance of the Contractor's obligations under this Contract and or in any way affecting the Contractor's obligations hereunder and or applicable in relation to the Works and shall promptly provide the Company with any notice, order, directives or instructions issued by any Governmental Agencies to the Contractor in respect of thereof.

28. (a) This Contract shall be binding upon the Parties and their respective successors and shall inure for the benefit of each of them.
- (b) The Company may, with the prior consent of the Contractor, assign, novate or transfer all or any part of its rights and obligations as the case may be under this Contract to its subsidiary or holding company or to its affiliate or associate.
- (c) The Contractor shall not assign, novate or transfer all or any of its rights and obligations under this Contract nor mortgage, charge or encumber this Contract or any part thereof or any benefit or money or interest hereunder unless with the prior written consent of the Company.
29. Corporate Responsibility & Sustainability
- (a) The Contractor is encouraged to read and understand Westports policies and values in relation to Corporate Responsibility and Sustainability published on its website at:
- i) <https://www.westportsholdings.com/>
Investor Relations > Governance > Policies
- Anti-Corruption & Bribery Policy
 - Code of Conduct
 - Environmental Policy
 - Equal Employment Opportunity Policy
 - Sexual Harassment at the Workplace Policy
 - Vaccination Policy
 - Whistle Blower Policy
- ii) <https://www.westportsholdings.com/sustainability-reports/>
(Please refer to the latest report)
- (b) Pursuant thereto, and in connection with the performance of this Contract and subject to Clause 15 herein, the Contractor shall make reasonable efforts:
- i) to manage its activities in compliance with all principles, values and commitments as expressed in the policies, which are publicly adopted by the Company;
- ii) to ensure equal opportunities for its employees;
- iii) to assess and reduce the environmental impact and reduce carbon emissions arising from or in connection with its products and/or services throughout their entire life cycles;
- iv) to use material resources responsibly, in order to achieve sustainable growth that preserves the environment and the rights of future generations;

- v) to establish and maintain appropriate procedures to evaluate and appoint suppliers/contractors/vendors and subcontractors based on their commitments to social and environmental accountability; and
 - vi) to ensure its subcontractors, vendors and/or suppliers comply with the same conduct established above, and to regularly oversee observance of said obligations.
- (c) Notwithstanding the foregoing, the Contractor undertakes;
- i) to comply with applicable labour laws and industry standards on working hours and minimum wage;
 - ii) to oppose harassment, mental or physical coercion or verbal abuse;
 - iii) not to use or support the use of child labour and forced labour; and
 - iv) not to tolerate corruption in any way, shape or form in any jurisdiction;
- (d) The Contractor acknowledges that Company has the right, at any time, to verify, either directly or through third parties, the Contractor's compliance with the obligations undertaken herein.
- (e) The Parties hereby agree that Company reserves the right to terminate this Contract in the event the Contractor is found to have materially breached any provisions of this Clause.
30. In recognition of the principles enshrined in the Malaysian Anti-Corruption Commission Act 2009 and amendment thereof, international and regional laws, regulations and conventions on combating corruption and bribery and to ensure compliance with the anti-corruption and bribery laws applicable to the activities contemplated under this Agreement and any other anti-corruption and bribery laws otherwise applicable to the Parties.
- (a) Each Party represents and warrants to the other Party that neither it, nor anyone on its behalf, will violate any anti-corruption and bribery laws, rules or regulations under the applicable laws. Each Party agrees that it will not, directly or indirectly, receive, pay, promise to pay, or authorize the payment of any money or anything of value to:-
- (i) an officer, employee or representative of any government, including any person acting in an official capacity on behalf hereof; or
 - (ii) any other person or entity in order to assist either Party in the transactions contemplated under this Contract. Recording the payments in the paying Party's books must include disclosing the accurate purpose behind the payment with a reasonable amount of details to describe the payment purpose.
- (b) Each Party undertakes that no payment will be made to anyone for any reason on behalf of either Party which is not accurately recorded in the books and records of the paying Party.
- (c) Each Party shall cause its employees, subcontractors, agents, consultants or associated persons (if any) to comply with the obligations set forth in terms and conditions contained herein and to warrant the same under the terms of its

agreements with any subcontractor's agents, consultants or associated persons, as the case may be.

- (d) Each of the Parties agrees to and shall adopt, implement and comply with all policies, procedures and guidelines designed to ensure ethical business practices, particularly for avoiding all types of illegal payments including bribery or facilitation payments.
 - (e) Each Party shall provide all reasonable assistance, information and documentation to the other Party during the course of the investigation by authorities, if any in relation to any suspected bribery or corruption.
 - (f) The Party found to have breached the terms and conditions contained herein shall indemnify and hold harmless the other party against any liability or losses arising out of or in connection with the said breach.
 - (g) Each Party reserves the right to terminate this Agreement effective immediately if the other Party, or anyone acting on behalf of that Party, fails to comply with the terms and conditions of this clause.
31. The Contractor shall indemnify the Company and agrees to keep the Company indemnified from and against all actions, claims, demands, proceedings, notices, loss, damage, costs (including legal costs on a solicitor and client basis) and expenses suffered or incurred by the Company by reason of or arising from any cause whatsoever during the execution or purported execution of the Works by the Contractor and against all actions, suits, claims, and demands which shall be instituted or made against the Company in any way consequent upon or arising from any cause whatsoever arising directly or indirectly out of the execution or purported execution of the Works by the Contractor.
32. None of the provisions of this Contract shall be construed or implied so as to mean the Parties having a relationship of an employer and an employee or a principal and an agent or otherwise constituting any partnership, joint venture or other business association between the Parties and the Parties shall not directly or indirectly claim or represent otherwise to any person.
33. (a) Each of the Parties hereto acknowledges that this Contract is entered into in a spirit of mutual cooperation and that it will use all means reasonably available to give effect to the objectives of this Contract.
- (b) In the event that a situation arises which was not foreseen at the time the Contract was entered into, the Parties shall negotiate and try to reach an agreement in good faith to solve the problems that may arise.
- (c) The Parties hereby agree to execute, do and procure others to execute and do all such further deeds, assurances, acts and things as may be reasonably required to give full effect to the terms and conditions of this Contract.
34. Each Party shall bear its own legal costs in relation to the preparation and finalization of this Contract. Notwithstanding the above, the stamp duty of this contract shall be borne by the Contractor and paid directly to the Stamp Office.
35. Except as otherwise provided herein, none of the terms and conditions of this Contract shall be varied, waived, discharged or released without the prior consent in writing of the Parties and no waiver or variation shall imply a release of the Parties' obligation to

comply with the other conditions of this Contract except as otherwise provided in this Contract.

36. This Contract, the Company's offer which contains the contract documents as set out in paragraph 1 of this Letter of Award and any variations, amendments or modifications agreed pursuant to Clause 35 herein sets forth the entire Contract and understanding between the Parties as to the subject matter hereof and merges all prior discussions between them and neither Party shall be bound by any condition, warranty, understanding or representation with respect to such subject matter other than as expressly provided for herein.
37. If any terms or provisions of this Contract or parts thereof are rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent only and be severed from this Contract provided that if the commercial basis of this Contract is thereby substantially affected or altered, the Parties shall negotiate in good faith to amend and modify the terms or provisions of this Contract as may be necessary or desirable in the circumstances. In any event, the invalidity or unenforceability of any terms or provisions of this Contract shall not impair the enforceability of the remainder of this Contract which shall remain valid, in full force and effect and shall be construed as if the invalid or unenforceable terms or provisions were omitted.
38.
 - (a) Without prejudice to the rights of either Party in respect of any antecedent breach of this Agreement, it is hereby agreed that the Parties shall not be liable to the other for any delay or failure to perform their respective obligations under this Contract if the delays or failure is due to force majeure events including but not limited to any prohibitive government actions, riots, lockouts, Acts of God, war, insurrection, fire, earthquakes and other natural disasters but excluding strikes or industrial actions.
 - (b) The Party affected by the force majeure events ("**the Affected Party**") shall forthwith notify the other Party in writing and thereafter the obligations of the Parties shall be suspended until such time that the force majeure event ceases to exist provided that in the event the Affected Party is unable to perform its obligations under this Agreement for a period of FOURTEEN (14) days from the date of the force majeure event, then the other party may terminate this Agreement forthwith by giving notice of its intentions to do so. The Affected Party shall notify the other Party in writing as soon as practicable after the cessation of the force majeure event.
 - (c) Notwithstanding clauses (a) and (b) above, in the event of any directive or order issued by the Government of Malaysia in relation to any global pandemic declared by the World Health Organisation that leads to a Stop Work Order in Westports, Port Klang, the Company shall grant an extension of time to the Contractor for completion of the Works. The Company shall not be liable for any increase whatsoever in costs arising from the extension of time and the Contract Sum shall remain the same as stipulated in this Letter of Award.
39.
 - (a) The Contractor shall ensure its employees or personnel associated with the Works and related activities are competent and are aware of the policies relating to safety health and environment, traffic management and security as may be applicable within the port premises. The Contractor shall undertake to ensure all safety, health and environment laws and procedures are complied with at all times whilst in and around Westports. The Contractor shall comply with Westports Environment, Health and Safety Guidelines for Contractors and the Westports Traffic Management System, where applicable. The Contractor

shall be liable for any noncompliance and shall indemnify the Company at all times against any claims or penalty arising therefrom.

- (b) Without prejudice to other rights and remedies available to the Company including the rights of termination, the Company shall have the right to require the Contractor to suspend all or parts of the Works in the event of any contravention of this Clause 39 of this Letter of Award, in addition to requiring the Contractor's strict compliance to Employer's requirements and/or instructions.
40. Time whenever expressly provided for in this Contract shall be of the essence of this Contract.
41. This Contract shall be governed by and construed in accordance with the laws of Malaysia. Any disputes, claims and controversy arising out of this Contract shall be subject to the exclusive jurisdiction of the Courts of Law of Malaysia.
42. All notices and communications under this Contract shall be delivered either by personal or courier service, by registered mail or by facsimile message to the following addresses or at such other address as either Party may disclose to the other for the purposes of this Contract: -

The Company: **WESTPORTS MALAYSIA SDN. BHD.**
 REGISTRATION NO. 199001001164 (192725-V)
 P.O. Box 266, Pulau Indah,
 42009 Port Klang,
 Selangor Darul Ehsan.

Telephone No. : +603 - 3169 4000
Facsimile No. : +603 - 3169 4100

The Contractor: **VENDOR NAME**
 REGISTRATION NO.
 VENDOR ADDRESS

Telephone No. :

The notice shall be deemed to be given:-

- (a) in the case of personal or courier service, upon the written acknowledgement of receipt by an officer or other duly authorized employee, agents or representatives of the receiving Party;
- (b) in the case of registered mail, in the event of the absence of any evidence of receipt, the notice shall be deemed to be given upon forty-eight (48) hours after the time of posting and the evidence of such notice being properly addressed and stamped shall be sufficient proof of the giving of such notice; and
- (c) in the case of a facsimile message, upon completion of transmission and receipt of a transmission report showing successful transmission.

This Letter of Award is sent to you in duplicate. Please return the **two (2) sets** Original, duly signed and witnessed within **ten (10) days** to Westports Malaysia Sdn. Bhd., failing which this Letter of Award shall lapse and be of no effect at the discretion of the Company.

Yours faithfully,
for **WESTPORTS MALAYSIA SDN. BHD.**
REGISTRATION NO. 199001001164 (192725-V)

Head of Department, Finance

Head of Department, Human Resources

(The remainder of this page is intentionally left blank)

ACKNOWLEDGEMENT AND ACCEPTANCE

The undersigned hereby acknowledge receipt of the Letter of Award Ref. No. **REF NO.** dated **DD/MM/YYYY** and confirm that **VENDOR NAME** accepts the terms as set out in the said Letter of Award.

CONTRACTOR:

IN WITNESS THEREOF:

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Date :

Date :

Duly authorized to sign on behalf of: -

VENDOR NAME
VENDOR ADDRESS

SCHEDULE 1

Bank Guarantee No.

Date :
To : **WESTPORTS MALAYSIA SDN. BHD.**
 REGISTRATION NO. 199001001164 (192725-V)
 P.O. Box 266,
 Pulau Indah,
 42009 Port Klang,
 Selangor Darul Ehsan.

PERFORMANCE BOND

We have been informed that a Contract has been signed between you **WESTPORTS MALAYSIA SDN. BHD. (REGISTRATION NO. 199001001164 (192725-V))** and **VENDOR NAME** (hereinafter referred to as "Contractor") for the works as described as **PROJECT NAME** at a total price of **CONTRACT SUM only** under Contract No. **REF NO.** dated **DD/MM/YYYY**.

Clause 5 of the Letter of Award stipulates that for the performance obligations of the Contractor a guarantee be issued in the amount of ten percent (10%) of the Contract Sum.

This being premised, we, (Bank's name).....,(address)..... hereby irrevocably and unconditionally undertake to pay you within seven (7) days without delay on your first written demand an amount up to **AMOUNT only**, provided you confirm to us at the same time in writing that the Contractor has not fulfilled its contractual obligations.

This Performance Bond is effective from until, or any other revised effective period upon the expiry of the Defect Liability Period in the event of delay in the completion works as may be notified by you in writing to us (hereinafter called the "Validity Period"). Any demand arising hereunder, however, must reach us in writing latest by or the revised date if any, as duly notified to us and our liability to pay any demand under this Performance Bond shall expire on the said date notwithstanding the fact that this Bond may not have been returned to us for cancellation.

This Bond is not assignable or transferable.

All rights and obligations arising from this Bond shall be governed by Malaysian Law.

Signed for and on behalf of:

(Bank's name)