

AIR SELANGOR'S STANDARD FORMS

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To: [Pengurusan Air Selangor Sdn. Bhd. (1082296-U)]
Level 4, Air Selangor Head Office,
Jalan Pantai Baharu,
59200 Kuala Lumpur.

BANK GUARANTEE NO. FOR RM.....

WHEREAS

- (A) By a contract dated [] (hereinafter referred to as the "Contract") and made between Pengurusan Air Selangor Sdn. Bhd. (Company No. 1082296-U) (hereinafter referred to as "the Company") and [] of [] (hereinafter referred to as "Contractor"), the Contractor has agreed to undertake [] (hereinafter called the "Works").
- (B) The terms of the Contract oblige the Contractor to provide a performance bond to the Company for the value and in the manner as hereinafter appearing as security for the due performance of the Contractor's obligations under the Contract and to cause [] *[Insert the name and address of the bank]* (hereinafter referred to as the "Guarantor") to issue the Performance Bond (hereinafter referred to as the "Guarantee").

In consideration of you accepting our obligations herein contained in discharge of the Contractor's obligation to provide such Guarantee, we, the Guarantor hereby irrevocably and unconditionally guarantee payment to you for an amount not exceeding [Ringgit Malaysia xxx (RMxxx)] ("Guaranteed Sum") and accordingly covenant with you and agree as follows:

1. Upon receipt of a written demand made by you, at any time stating the Contractor has failed to perform any of its obligations to undertake the Works under the Contract and without the need for you to take legal action against or to obtain the consent of the Contractor, and notwithstanding any objection by the Contractor and without any further proof or conditions and without any right of set off or counterclaim, we shall within seven (7) Banking Days from the date of acknowledgement of our receipt of the Company's written demand pay to you the amount or amounts specified in such demand, not exceeding the Guaranteed Sum. Such payment shall be made by transfer to an account in your name at such bank in such place as you shall direct. For the avoidance of doubt, 'Banking Days' means Monday to Friday, except for any public holidays in Malaysia.

2. Our obligations hereunder shall not be affected by any act, omission, matter or thing which, but for this provision, might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including without limitation and whether or not known to us or you:
 - (a) any extension of time or waiver granted to the Contractor or any other person;
 - (b) the undertaking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any right, remedies or securities against the Contractor or any other person;
 - (c) any legal limitation, disability or incapacity relating to the Contractor or any other person;
 - (d) any variation of, or amendment to, the Contract or any obligations to be performed thereunder or any document or security so that references to the Contract in this Guarantee shall include each such variation and amendment; and
 - (e) any variation of, or amendment to, the Contract of any obligations of the Contractor or any other person under the Contract or any other document or security.
3. This Guarantee shall remain valid and in full force and effect from the date of issuance, namely _____ until _____ (hereinafter referred to as the "Expiry Date"). Any demand made by you under this Guarantee must in respect of the Contractor's breach of their obligations prior to the Expiry Date and the claim be received by us within 6 months after the Expiry Date.
4. Your right to make demands on us to make payments under this Guarantee shall be an independent right and shall be without prejudice to any other rights that you may have under this Guarantee or under the Contract.
5. We shall not be discharged or released from our obligations hereunder by any arrangement between the Company and the Contractor entered into with or without our consent or by any alteration in the obligations undertaken by the Contractor under this Guarantee or by any forbearance by you whether as to payment, performance or otherwise by us.
6. Any payment made hereunder shall be made free and clear of, and without deduction for or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

7. The Guarantee may be novated or assigned by you upon prior written consent from us, and we shall execute such document(s) as may be necessary to give effect to such novation or assignment.
8. This Guarantee shall be governed by and construed in accordance with the laws of Malaysia and we hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia over any claim arising out of this Guarantee.

IN WITNESS WHEREOF this Guarantee has been executed on the _____
day of _____

The Common Seal
(Guarantee Bank) was hereunder
affixed in the presence of:

(Witness)

Name :
Designation :

OR

Signed for and on behalf of the
Guarantee Bank
in the presence of:

(Witness)

Name :
Designation :

(Witness)

Name :
Designation :

Pengurusan Air Selangor Sdn Bhd Registration Number : 201401006213 (1082296-U)

**SUBMISSION OF CLAIMS AND PAYMENT
CHECKLIST OF SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED
BY CONTRACTOR/CONSULTANTS**

Date:

Invoice Registration Number:

Department / District:

Contractor Name:

Contract No:

Contractor's Claim/Invoice No:

Contractor's Covering Letter Ref No:

<u>No. Document</u>	<u>Required For</u>	<u>Number of Copy</u>	<u>Received by Invoice Registration Unit (IRU)</u>	<u>Received by SOR</u>
1 Insurance Policy	1 st Claim Only	3 set		() 3 original copy
2 Notice of Assignment - Insurance		3 set		() 3 original copy
3 Performance Bond (PB)		3 set		() 3 original copy
4 Notice of Assignment – Performance Bond (NOA – PB)		3 set		() 3 original copy
5 Contractor's Claims/Invoice	1 st Claim & subsequent claim	3 sets	() 1 duplicate copy	() 3 original copy () 3 duplicate copy
6 Contractor's Covering Letter		3 sets	() 1 duplicate copy	() 3 original copy
7 Bill of Quantities-BQ Contractor		3 set		() 3 original copy
8 IRU Acknowledgement Slip		3 set		() 3 original copy

C.A.'s REP MONTHLY PROGRESS REPORT

1) **CONTRACT PARTICULARS**

- a) Project Name :
- b) Contractor/Consultant:
- c) Original Contract Sum:
- d) Revised Contract Sum (based on the approval VO):
- e) Contract Period;
- Commencement Date :
 - Completion Date :
 - Approved E.O.T : 1)
2)
3)
 - Outstanding E.O.T : 1)
2)
3)
- f) Variation Order;
- Approved V.O : 1)
2)
3)
 - Outstanding V.O : 1)
2)
3)

2) PHYSICAL PROGRESS

As of (last month)	As of (this month)

3) FINANCIAL PROGRESS

Payment Certified		Payment Made	
As of (last month)	As of (this month)	As of (last month)	As of (this month)

4) REMARKS :

.....

Prepared by :

Name :

Designation :

Pengurusan Air Selangor Sdn Bhd

Registration Number : 201401006213 (1082296-U)

INVOICE REGISTRATION (IR) UNIT HQ- ACKNOWLEDGMENT SLIP

Date: _____

Invoice Registration Number: _____

Department / District: _____

Contractor Name: _____

Contract No: _____

Contractor's Invoice / Claim No: _____

Contractor's Invoice / Claim Amount: _____

Contractor's Covering Letter Ref No: _____

Nature of Contract: _____

Please note that documents required to be submitted are as follows:-

	Documents Required	Number of Copy	Received by IRU	Received by SOR
1.1	Contractor's Claim/Invoice	3 sets	() 1 duplicate copy	() 1 original copy () 1 duplicate copy
1.2	Contractor's Covering Letter	2 sets	() 1 duplicate copy	() 1 original copy
1.3	Bill of Quantities-BQ Contractor	1 set		() 1 original copy

This section for use by IR unit & SOR acknowledgement only

	<u>IRU</u>	<u>SOR</u>
Acknowledgment By:		
Name:	_____	_____
Position:	_____	_____
Date:	_____	_____

APPENDIX 5

DGB 1/2017-APR-17-AIR SELANGOR

Form of Design Guarantee

(To be adopted on the respective Bank's Letterhead)

Date :

To : *Company name (Company No.:)

*Company full address.

BANK GUARANTEE FOR DESIGN GUARANTEE

In accordance with the terms and conditions of Contract No.: **[Insert Contract No.]** made between **[Insert Contractor/ Consultant's name (Company No:)]** having its business address at **[Insert Contractor/ Consultant's address]**, (hereinafter called the "Contractor") of the one part and **[Insert *Company name (Company No.)]** having its principal place of business at **[insert *Company's address]**, (hereinafter called the "Company") for **[Insert project title]** (herein referred to as "the Works). WE, the undersigned (hereinafter called the "Guarantor") at the request of the Contractor, irrevocably undertake and guarantee to the Company against any defect or damage which may arise due to any defect, fault or insufficiency in the design, material or otherwise of the said Works which the Contractor is responsible for the design, in the manner hereinafter appearing.

Now the Guarantor hereby agrees with the Company as follows:

- (1) If any defect or damage shall occur to the Works/portion of the Works or any part thereof on the Company's first written demand, We shall pay to the Company the amount specified in such demands notwithstanding any contestation or protest by the Contractor or any other third party and without proof or conditions. Provided always that the total of all demands so made shall not exceed the sum of Ringgit Malaysia: **Insert amount (RM)** only and the total amount recoverable against us under this Guarantee shall not exceed the said sum.
- (2) The Company reserves the right to make any partial demands if is shall so desire and the total of such partial demands so made shall not exceed the sum as stated in paragraph (1) above and our liability as the Guarantor to pay the Company the aforesaid shall correspondingly be reduced proportionate to any payment of partial demands having been made by us.
- (3) We shall not be discharged or released from this Guarantee by any arrangement between the Contractor and the Company with or without our consent or by any

alteration in the obligations undertaken by the Contractor or by any forbearance, whether as to payment, time, performance or otherwise.

- (4) This Guarantee shall be irrevocable and shall remain in force for a period of five (5) years from ("Guarantee Period"). Provided Always that any claim/demand made by you under this Guarantee must in respect of the Contractor's breach of their obligations prior to the expiry of the Guarantee Period and the claim/demand be received by us within six (6) months after expiry of the Guarantee Period.
- (5) This Guarantee shall be governed by and construed in accordance with the laws of Malaysia and the Guarantor hereby agrees to submit to the exclusive jurisdiction of the Courts of Malaysia over any claim arising out of this Guarantee.

Given under our hand this.....day of

Signed for and on behalf }
of the said Guarantor in }
the presence of }

Name.....
Designation.....
Banker's Seal.....

.....
Witness

Name.....
Designation.....
Banker's Seal.....