



KERAJAAN MALAYSIA

IBU PEJABAT  
LEMBAGA HASIL DALAM NEGERI MALAYSIA  
MENARA HASIL  
PERSIARAN RIMBA PERMAI  
CYBER 8, 63000 CYBERJAYA  
SELANGOR DARUL EHSAN

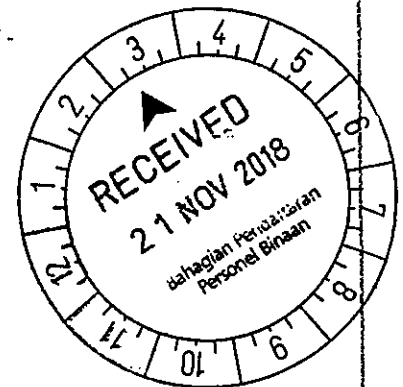
**SIJIL SETEM**

ASAL

**STAMP CERTIFICATE**

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Please attach this stamp certificate to the instrument as evidence of stamping

**Cara Bayaran** *Payment Method* TUNAI  
**No. Adjudikasi** *Adjudication No.* T01B3BE312XW012  
**Jenis Surat Cara** *Type Of Instrument* PERJANJIAN PERKHIDMATAN  
SURAT CARA UTAMA  
**Tarikh Surat Cara** *Date Of Instrument* 13/09/2018  
**Balasan** *Consideration* RM 0.00  
**Maklumat Pihak Pertama / Penjual / Pemberi** *First Party / Vendor / Transferor / Assignor*  
LEMBAGA PEMBANGUNAN INDUSTRI PEMBINAAN MALAYSIA (CIDB), NO SYARIKAT -  
**Maklumat Pihak Kedua / Pembeli / Penerima** *Second Party / Purchaser / Transferee / Assignee*  
BAYO PAY (M) SDN. BHD., NO SYARIKAT 1191346-P  
**Butiran Harta / Suratcara** *Property / Instrument Description*  
TIDAK BERKENAAN



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This is to certify this instrument is stamped and indorsed as below:

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| No. Sijil Setem <i>Stamp Certificate No.</i>     | W0120A183328511 |
| Tarikh Penyeteman <i>Date of Stamping</i>        | 17/10/2018      |
| Duti Setem Dikenakan <i>Amount of Stamp Duty</i> | RM 10.00        |
| Penalti <i>Penalty</i>                           | RM 0.00         |
| Pelarasan <i>Adjustment</i>                      | RM 0.00         |
| Jumlah Dibayar <i>Total Amount Paid</i>          | RM 10.00        |
| Indorsemen <i>Indorsement (Acta Setem 1949)</i>  | Seksyen 37      |

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 17/10/2018 08:09:18

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DATED THIS                      DAY OF                      13 SEP 2018                      2018

BETWEEN

LEMBAGA PEMBANGUNAN INDUSTRI PEMBINAAN MALAYSIA (CIDB)

AND

BAYO PAY (M) SDN. BHD.  
(COMPANY NO. 1191346-P)

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PERKHIDMATAN MEMBEKAL KAD PENDAFTARAN PERSONEL BINAAN DAN  
MEMBANGUNKAN SISTEM "CIDB GREEN CARD PROGRAMME, A COMPLETE  
SMART CARD SOLUTION" UNTUK LEMBAGA PEMBANGUNAN INDUSTRI  
PEMBINAAN MALAYSIA (CIDB)

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KERAJAAN MALAYSIA

IBU PEJABAT  
LEMBAGA HASIL DALAM NEGERI MALAYSIA  
MENARA HASIL  
PERSIARAN RIMBA PERMAI  
CYBER 8, 63000 CYBERJAYA  
SELANGOR DARUL EHSAN

**SIJIL SETEM**

ASAL

**STAMP CERTIFICATE**

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**Cara Bayaran** *Payment Method* TUNA1  
**No. Adjudikasi** *Adjudication No.* T01B3BE312XW012  
**Jenis Surat Cara** *Type Of Instrument* PERJANJIAN PERKHIDMATAN  
**Tarikh Surat Cara** *Date Of Instrument* 13/09/2018  
**Balasan** *Consideration* RM 0.00  
**Maklumat Pihak Pertama / Penjual / Pemberi** *First Party / Vendor / Transferor / Assignor*  
LEMBAGA PEMBANGUNAN INDUSTRI PEMBINAAN MALAYSIA (CIDB), NO SYARIKAT -  
**Maklumat Pihak Kedua / Pembeli / Penerima** *Second Party / Purchaser / Transferee / Assignee*  
BAYO PAY (M) SDN. BHD., NO SYARIKAT 1191346-P  
**Butiran Harta / Suratcara** *Property / Instrument Description*  
TIDAK BERKENAAN

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DATED THIS            DAY OF            13 SEP 2018            2018

BETWEEN

LEMBAGA PEMBANGUNAN INDUSTRI PEMBINAAN MALAYSIA (CIDB)

AND

BAYO PAY (M) SDN. BHD.  
(COMPANY NO. 1191346-P)

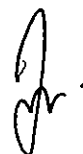
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PERKHIDMATAN MEMBEKAL KAD PENDAFTARAN PERSONEL BINAAN DAN  
MEMBANGUNKAN SISTEM "CIDB GREEN CARD PROGRAMME, A COMPLETE  
SMART CARD SOLUTION" UNTUK LEMBAGA PEMBANGUNAN INDUSTRI  
PEMBINAAN MALAYSIA (CIDB)

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THIS AGREEMENT is made on the                      day of    **13 SEP 2018**

**BETWEEN**

**LEMBAGA PEMBANGUNAN INDUSTRI PEMBINAAN MALAYSIA** , a statutory body empowered by the Lembaga Pembangunan Industri Pembinaan Malaysia Act 1994 [Act 520] with its principal business place at Tingkat 10, Menara Dato'Onn, Pusat Dagangan Dunia Putra, No. 45, Jalan Tun Ismail, 50450 Kuala Lumpur (hereinafter referred to as "**CIDB**") of the one part;

**AND**

**BAYO PAY (M) SDN. BHD. (COMPANY NO. 1191346-P)**, a company incorporated under the Companies Act 2016 [Act 777] with its registered address at CUBE 1,3-16-M, Jalan 14/155B, Aked Esplanad, Bukit Jalil, Kuala Lumpur, Wilayah Persekutuan and its business address at No. 72-3, Jalan PJU 5/22, Encorp Strand, Pusat Perdagangan Kota Damansara, Kota Damansara, PJU 5, 47810 Petaling Jaya, Selangor (hereinafter referred to as the "**Company**" or "**Bayo**") of the other part.

(CIDB and the Company shall hereinafter be referred to collectively as the "**Parties**" and individually as the "**Party**").

**WHEREAS:-**

- A. The Company had submitted a proposal to CIDB for supplying Construction Personnel Card and the system for the card for CIDB ("**Proposal**")
- B. CIDB had evaluated the Proposal and CIDB had, by its letter dated 12 April 2018, agreed to award to the Company and the Company as agreed to provide the System and the and the Services subject to an agreement to be entered into between CIDB and the Company.
- C. Pursuant thereto, the Parties are desirous of entering into this Agreement in relation to the implementation of the System and the Services subject to and upon the terms and conditions of this Agreement.

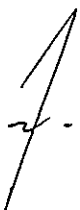
**WHEREBY IT IS AGREED** by the Parties as follows:-

**CLAUSE 1**  
**DEFINITIONS AND INTERPRETATION**

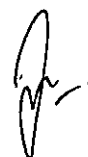
**1.1 Definitions**

In this Agreement, the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:

**Agreed Works**    shall have the meaning as set out in Clause 9.1 hereof;

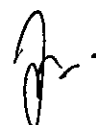


|  |  |
|--|--|
| <b>Agreement</b>                       | means this Agreement including the appendices as annexed hereto and as may be supplemented, amended or varied from time to time; ✓   |
| <b>Agreement Period</b>                | means the period specified in Clause 3.1, as may be extended or earlier terminated in accordance with the terms of this Agreement;   |
| <b>Ancillary Services</b>              | means such services as part of the Services as referred to in Clause 8.4 hereof;   |
| <b>Application Software</b>            | means all software to be designed, developed, delivered, tested and commissioned by the Company pursuant to this Agreement as specified in <b>Appendix 1</b> ;   |
| <b>Card</b>                            | means new EMV grade pre-printed CIDB Green Card the specifications of which are as further described in <b>Appendix 13</b> ;   |
| <b>Certificate of Final Acceptance</b> | means the certificate of final acceptance to be issued upon completion of the Final Acceptance Test in the form as set out in <b>Appendix 2</b> ;  |
| <b>CIDB Act</b>                        | means Lembaga Pembangunan Industri Pembinaan Act 1994 ( <i>Act 520</i> ) including all revisions or amendment to be made thereto;  |
| <b>Critical Key Milestones</b>         | means the critical key milestones in respect of the activities in connection with the Development Works as set out in <b>Appendix 6</b> ;  |
| <b>Confidential Information</b>        | means all information of any kind, whether communicated verbally, in printed or electronic form, including (but not limited to price sensitive information, subscribers' personal data, technical information, data, know-how, software and information relating to either Party's (or its respective holding, related or subsidiary companies') business, marketing strategies, financial condition and operations whether or not labelled as "Confidential"; |
| <b>Deliverable Hardware</b>            | means all hardware devices including computer units, servers, peripherals, telecommunications hardware and other related equipment including the network equipment required to be supplied and delivered to CIDB under this Agreement as more particularly described in <b>Appendix 3</b> ;  |
| <b>Development Works</b>               | means all works to be carried out and completed by the Company pursuant to the scope of the Works as set out in Clause 7;  |



|  |   |
|--|---|
| <b>Development Works Commencement Date</b> | means the commencement date of the Development Works, which shall be the Execution Date;  |
| <b>Development Works Period</b>            | means the period during which the Company is to undertake and complete the Development Works as stipulated in Clause 3.2, which shall be within seven (7) months from the Development Works Commencement Date or any extended period thereof;   |
| <b>EMV</b>                                 | means Europay Mastercard Visa;  |
| <b>Execution Date</b>                      | means the date of this Agreement;   |
| <b>Final Acceptance Test</b>               | means the final acceptance test for the Application Software and Deliverable Hardware to be conducted in the manner as provided under <b>Appendix 4</b> ;   |
| <b>ID Component</b>                        | means the ID part of Non-Payment Module in relation to the System as listed in <b>Appendix 1</b> ;  |
| <b>ID Data</b>                             | means all data in relation to the ID Component;   |
| <b>Implementation Plan</b>                 | means the implementation plan and schedule for the execution of the Development Works by the Company as set out in <b>Appendix 5</b> ;  |
| <b>Intellectual Property Rights</b>        | means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature; |
| <b>Non-Payment Module</b>                  | means the module to be developed by the Company as part of the System as particularly set out in <b>Appendix 1</b> ;  |
| <b>Operation and Maintenance Services</b>  | means all works and services relating to the operation and maintenance services, covering all elements of the System as set out in Clause 8.3;  |

|   |   |
|---|---|
| <b>Operation and Maintenance Services Commencement Date</b> | means the date on which the Certificate of Final Acceptance is issued in respect of the System;   |
| <b>System Operation Period</b>                              | means the period commencing from the Operation and Maintenance Services Commencement Date and ending on the expiry date of the Agreement Period or the Termination Date, whichever is earlier;                                    |
| <b>Payment Module</b>                                       | means the module to be developed by the Company as part of the System as particularly set out in <b>Appendix 1</b> ;  |
| <b>Review Date</b>  | means the date falling on the second (2 <sup>nd</sup> ) anniversary from the Operation and Maintenance Services Commencement Date and each of the dates falling at two (2) yearly intervals thereafter;                           |
| <b>Service Level Agreement</b>                              | means the level of service, which are required to be achieved by the Company under this Agreement pursuant to the provisions of Clause 15;  |
| <b>System Requirement Specification</b>                     | means the System Requirement Specification or "SRS" for the purpose of the Development Works;   |
| <b>Services</b>   | means all services to be provided by the Company pursuant to the scope of services as set out in Clause 8;  |
| <b>Site</b>   | means the physical site(s) and premises determined by the Parties which is at the headquarters of CIDB (excluding any branch offices of CIDB) which are required for the provisions of the System, the Works and/or the Services; |
| <b>System</b>   | means the CIDB Green Card System which comprises of: <ul style="list-style-type: none"> <li>(a) Payment Module; and</li> <li>(b) Non-Payment Module,</li> </ul> as more particularly described in <b>Appendix 1</b> ;             |
| <b>Termination Date</b>                                     | means the date when this Agreement is terminated in accordance with the provisions as contained herein;   |
| <b>Third Party Software</b>                                 | means any software or system owned by or licensed from any third party for the System;  |

**Working Day**

means a day other than –

- (a) a Saturday; and
- (b) any other day declared by the Government of Malaysia (hereinafter referred to as the "**Government**") as a public holiday in the Federal Territory of Kuala Lumpur; and

**Works**

means all works to be carried out and completed by the Company pursuant to the scope of works for the successful implementation of the System as set out in Clause 7.

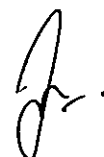
**1.2 Interpretation**

In this Agreement, including the appendices, unless the context otherwise requires, the following words and phrases shall have the following meanings:

- (a) words denoting the singular number shall include the plural and vice versa;
- (b) words denoting any gender shall include all genders;
- (c) where a word or phrase is defined, other parts of speech and grammatical forms of that word and phrase shall have the corresponding meanings;
- (d) words denoting person shall include a body of persons, incorporated or unincorporated;
- (e) any reference to appendices, annexures, clauses, sub-clauses and schedules shall be a reference to the appendices, annexures, clauses, sub-clauses and schedules to this Agreement;
- (f) references to clause shall be read in the case of sub-clauses, paragraphs and sub-paragraphs as being references to sub-clauses, paragraphs and sub-paragraphs as may be appropriate;
- (g) reference to any party referred to in this Agreement shall include its successors or permitted assigns;
- (h) reference to any document or agreement shall include reference to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (i) references to any legislation or to any provision of any legislation shall include any modification or re-enactment of that legislation or any legislative provision substituted for, and all regulations and statutory instruments issued under such legislation or provision;



- (j) the recitals and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of conflict between the terms of any of the appendices and the terms of this Agreement, the terms of this Agreement shall prevail only over those of the conflicted appendices, however the other terms shall stand;
- (k) recitals and headings are for convenience only and shall not affect any interpretation and construction thereof;
- (l) any reference to an "amendment" includes any variation, deletion or addition and "amend" or "amended" shall be construed accordingly;
- (m) any reference to "law" includes any constitution, decree, judgment, legislation, order, ordinance, regulations, rules, statute, treaty or other legislative measure applicable in Malaysia;
- (n) any technical term not specifically defined in this Agreement shall be construed in accordance with the general practice of such relevant profession in Malaysia;
- (o) any reference to a "day", "week", "month" or "year" is to that day, week, month or year in accordance with the Gregorian calendar;
- (p) if any period of time is specified from a given day or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day which is not a Working Day, then that period is to be deemed to only expire on the next Working Day;
- (q) any reference to "design" includes technical specifications, construction drawings and any other relevant documentation;
- (r) any reference to "indebtedness" include any obligation (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise) for the payment or repayment of money;
- (s) any reference to "pay" or its cognate expression includes payments made in cash or by way of bank drafts (drawn on a bank licensed to carry on banking business under the provisions of the Financial Services Act 2013 [Act 758] and Islamic Financial Services Act 2013 [Act 759] or effected through inter-bank transfers to the account of the payee giving the payee immediate access to available funds; and
- (t) any description, renaming, re-branding and/or re-labelling of any terms or words as defined under Clause 1.1 at any time after the Execution Date, which does not affect the purpose and/or the functionality of such defined



terms or words shall not have any effect on the right of the Parties nor the provisions of this Agreement.

**1.3 Notices, Consents, Approvals, etc.**

Wherever provision is made in this Agreement for the giving or issuing of any notice, consent, approval, certificate or determination by any person unless otherwise specified such notice, consent, approval, certificate or determination shall be made in writing and the words "notify", "approve", "certify" or "determine" shall be construed accordingly. ✓

**1.4 Time Period**

Wherever there shall appear any reference to a time within which or a date by which an act should be done or agreement reached or consent given, such reference shall be deemed to be read as if including the expression "or any period or date, as the case may be agreed between the Parties from time to time". ✓

**1.5 Entire Agreement**



This Agreement constitutes the entire Agreement between the Parties hereto with respect to the matters dealt with herein and supersedes any previous agreement or understanding between the Parties hereto in relation to such matters. The Parties hereby acknowledge that in entering into this Agreement, it has not relied on any representation or warranty save as expressly set out herein or in any document expressly referred to herein. ✓

**CLAUSE 2**  
**SCOPE OF THIS AGREEMENT**

Subject to the terms and conditions of this Agreement, CIDB hereby appoints the Company to –

- (a) carry out the Works in relation to the development of the System as set out in the scope of works under Clause 7; and ✓
- (b) provide the Services as set out in the scope of services under Clause 8,

and the Company hereby accepts such appointment at its own costs and expense. ✓

7  

**CLAUSE 3**  
**AGREEMENT PERIOD**

**3.1 Agreement Period**

Subject to the terms and conditions of this Agreement, the Agreement Period shall comprise of:-

- (a) the Development Works Period within which the Company shall complete the Development Works; and
- (b) the subsequent period of nine (9) years, which shall be deemed to commence upon the completion of the Development Works and shall expire on the ninth (9<sup>th</sup>) anniversary of that date.

**3.2 Development Works Period**

3.2.1 The Company shall undertake and complete the Development Works as set out in Clause 7.3 within the Development Works Period PROVIDED THAT all the following conditions have been fulfilled:-

- (a) all the Critical Key Milestones are achieved and/or met by the relevant parties; and
- (b) access to the Site being given to the Company by CIDB in accordance with Clause 12.

3.2.2 In the event of any delay to the achievement of the Critical Key Milestones and/or the access to any of the Site not due to the default of the Company, the Parties agree that the Company shall be entitled to an extension of time to the Development Works Period not exceeding the period of delay caused by reason of any of the events as described in Clause 3.2.1 and Appendix 8 not being fulfilled.

**3.3 Consequences of the Expiry of the Agreement Period**

3.3.1 Upon expiry of the Agreement Period, the Company shall –

- (a) forthwith cease to provide the Works and the Services;
- (b) at no cost to CIDB –
  - (i) grant to CIDB wherever applicable and to the extent possible, a perpetual, non-transferable, non-exclusive, royalty free, irrevocable licence, non-sub licensable in relation to the use of the System developed and owned by the Company pursuant to this Agreement solely and limited to the usage of the Non-Payment Module save for any Third Party Software; and



- (ii) wherever applicable and to the extent possible, transfer and/or hand-over to CIDB the Deliverable Hardware in connection with the Non-Payment Module;
- (c) at its own costs and expense, remove all its workmen, employees, servants, agents, contractors, sub-contractors and all or any equipment of the Company from the Site;
- (d) hand over the ID Data and all documents containing Confidential Information and copies to CIDB at no cost and expense to CIDB; and
- (e) bear all liabilities, obligations, claims, suits or proceedings whatsoever existing prior to and as at the expiry of the Agreement Period arising out of or in connection with –
  - (i) any other agreement entered by the Company in relation to its obligations under this Agreement; or
  - (ii) any act or default, omission or negligence of the Company, its personnel, servants, agents or employees,

and CIDB shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings.

3.3.2 The expiry of the Agreement Period shall not affect any claim or obligation that the Parties may have against each other prior to such expiry.

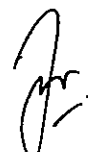
#### **CLAUSE 4** **CONSIDERATION**

##### **4.1 Consideration**

4.1.1 In consideration of the Company carrying out the Works and Services in accordance with this Agreement at its own costs and expenses, the Company shall be given the right to demand and charge to CIDB and CIDB shall pay the charges at the rate as set out below (excluding any taxes as may be imposed under the applicable tax legislations including sales and/or services tax) (hereinafter referred to as the "Charges") to the Company:-

- (a) issuance of new Card – RM25.00 only; and
- (b) subsequent renewal (without issuance of new Card) – RM10.00 only per renewal.

4.1.2 For the avoidance of doubt, "issuance of new Card" referred to in Clause 4.1.1(a) above includes the issuance of new Card due to any replacement of the Card (not including damaged card due to printer and CCPM error)

## **4.2 Billing and Invoicing**

4.2.1 The Company shall issue an invoice to CIDB for the payment of the Charges (invoice will include reports in relation to Cards' delivery and printing activities) not later than seventh (7<sup>th</sup>) day of every subsequent calendar month for the duration of the Agreement Period based on –

(a) in respect of Clause 4.1.1(a), the number of new Cards delivered by the Company to CIDB per month; and

(b) in respect of Clause 4.1.1(b), the number of Cards renewed per month.

4.2.2 The Company shall not charge CIDB any Cards which are damaged due to printer and CCPM error.

## **4.3 Review of the Charges**

4.3.1 The Company shall reserve the right to review the Charges on each Review Date in the event of increase in inflation based on the consumer price index published by the Department of Statistics Malaysia, which is to be calculated pursuant to the formula as set out in **Appendix 9**.

4.3.2 The exercise for a review of the Charges referred in Clause 4.3.1 shall be made in writing by the Company to CIDB not later than twelve (12) months prior to the Review Date. For purposes of such review, the Company shall submit to CIDB information and relevant documents in respect of its proposal for the new Charges.

4.3.3 CIDB shall have the absolute discretion whether or not to consider such request. If such application is considered, the new Charges shall be applicable commencing from the month immediately following the month in which the new Charges was mutually agreed upon.

## **CLAUSE 5 FINANCING**

The Company shall be responsible for obtaining all the financing, both debt and equity necessary to carry out all its obligations under this Agreement without any recourse to CIDB.





**CLAUSE 6**  
**COMPANY'S REPRESENTATIONS AND WARRANTIES**

6.1 The Company hereby represents and warrants to CIDB that –

- (a) as at the Execution Date, it is a corporation duly incorporated and validly existing under the laws of Malaysia;
- (b) it has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions and to carry on its business as contemplated by this Agreement;
- (c) it has taken all necessary corporate action to authorise the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement;
- (d) it has obtain all necessary approvals from relevant authorities for the implementation of the Works and Services (including the approval from Bank Negara Malaysia in relation to the e-Money issuer);
- (e) neither the execution and performance by it of this Agreement nor any transactions contemplated by this Agreement will violate in any respect any provision of:
  - (i) its constitution; or
  - (ii) any other document or agreement which is binding upon it or its asset;
- (f) no litigation, arbitration, tax claim, dispute or administrative proceeding is current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;
- (g) this Agreement constitutes a legal, valid and binding obligation and is enforceable in accordance with its terms and conditions;
- (h) it has the necessary financial and technical capability to undertake its obligations under this Agreement;
- (i) it is not aware of anything within its reasonable control which might or will adversely affect its ability to perform its obligations under this Agreement;
- (j) it has the technical skill and expertise to perform its obligations under this Agreement; and
- (k) no corruption, unlawful or illegal activities or practices have been used to secure this Agreement.



6.2 The Company warrants and represents for the benefit of CIDB that at the date of this Agreement and throughout the Agreement Period:

- (a) Any and all information, data, statistics, evaluation, assessment, framework and templates provided in relation to the Works and the Services do not and will not:
  - (i) infringe any third party intellectual property rights;
  - (ii) infringe confidentiality obligations owed to any third party; or
  - (iii) contain materially false or misleading statements.
- (b) It has the right and authority to disclose any such information and materials free of any encumbrances in relation to the performance of this Agreement; and
- (c) the Company acknowledges that CIDB has entered into this Agreement in reliance on its representations and warranties as aforesaid and CIDB shall reserve the right to seek any remedy under the law and shall not be liable for any loss, demands, expense, claims or cause of action arising out of the breach of any of the warranties under this Clause.

The Company hereby acknowledges and understands that the warranties and representations stated within this Clause are to be strictly adhered to and therefore further acknowledges that CIDB reserves the right to request for, or on its own accord, inspect, examine (including but not limited to) all documents that relates to Clause 6 at any time CIDB so wishes, subject to a prior written notice throughout the duration of this Agreement, to be given within fourteen (14) Working Days. In the event such measures are adopted, the Company shall offer its full cooperation and assistance to CIDB to facilitate such situations.

### 6.3 Continuing Representation

The Company further represents and warrants to CIDB that the representations and warranties set out in Clause 6.1 and 6.2 shall remain true and correct in all material respects throughout the subsistence of this Agreement save and except Clause 6.1(f).

## **CLAUSE 7** **SCOPE OF WORKS**

### 7.1 General

The scope of works of the Company for the System shall comprise the study, design, configuration, customisation, supply, installation, development, testing and commissioning of the System, during the Development Works Period as more particularly described under this Clause 7.

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## 7.2 Preliminary Works

The Company shall carry out the preliminary works which comprise:

(a) User Requirement Study

The Company shall undertake detailed study of the user requirement for the purpose of implementing the System and to enable the Company to carry out the Works and Services in accordance with the terms and conditions of this Agreement.

(b) Site Preparation Works

Subject to the access to be granted by CIDB, the Company shall undertake preliminary Site's' preparation works by way of site visits, site assessment, site measurement and site design.

## 7.3 Development Works

The Company shall carry out the Development Works in relation to the System within the Development Works Period, which comprise of the following:

(a) Application Software

The Company shall design, supply, deliver, customize, interface, install, test and commission the Application Software in accordance with the description and specification as provided in **Appendix 1** where in respect of:

- (i) the CIDB Card Printing Module (hereinafter referred to as the "CCPM") which shall be carried out and completed by the Company in accordance with the Implementation Plan during the Development Works Period;and
- (ii) the remainder of the Development Works shall be carried out and completed by the Company not later than six (6) months from the Operation and Maintenance Services Commencement Date.

(b) Deliverable Hardware

The Company shall supply, deliver, interface, install, test, commission, support and maintain the Deliverable Hardware in accordance with the specification as set out in **Appendix 3** and which shall be carried out by the Company in accordance with the Implementation Plan during the Development Works Period.



## **CLAUSE 8** **SERVICES**

### **8.1 General**

The scope of the Services provided by the Company in relation to the System during the Agreement Period is as more particularly described under this Clause 8.

### **8.2 Supply of Cards**

The Company shall supply the Cards throughout the System Operation Period to CIDB in accordance with the procedures as agreed between the Parties, as set out in **Appendix 7**.

### **8.3 Operation and Maintenance Services**

- (a) The Company shall carry out the Operation and Maintenance Services during the System Operation Period as described in **Appendix 10**.
- (b) The Company shall provide the updates of the Application Software throughout the System Operation Period at no additional cost to CIDB.

### **8.4 Ancillary Services**

The Company shall provide ancillary services in relation to the System which includes:

- (a) ePayment/virtual card;
- (b) market place/e-commerce platform; and
- (c) online training platform.

## **CLAUSE 9** **CHANGES IN SCOPE**

### **9.1 Changes in Scope**

- 9.1.1 Subject to the terms and conditions of this Agreement, CIDB hereby agrees and accepts that the Company shall be the sole entity to provide any works arising from any changes in the scope of the Agreement and/or the improvement of the System as may be required by CIDB during the Agreement Period (hereinafter referred as "Agreed Works").
- 9.1.2 The Agreed Works to be carried out by the Company under this Clause shall be subject to the payment by CIDB of the mutually agreed costs and expenses of the Company in carrying out such Agreed Works.

## **9.2 Implementation of the Agreed Works**

9.2.1 In the event CIDB intends to carry out any Agreed Works, CIDB shall give the Company a written notice requiring the Company to carry out such Agreed Works.

9.2.2 Upon receipt of such request, the Company shall within the mutually agreed period from the receipt of the notice or any extended time as CIDB and the Company may agree, prepare and submit to CIDB its proposed–

- (a) scope of works and design;
- (b) estimate of the additional costs and expenses which shall be incurred in carrying out such Agreed Works;
- (c) assessment of the time within which such Agreed Works shall be carried out; and
- (d) method of recovery of the additional costs and expenses to the Company in carrying out such Agreed Works.

9.2.3 If CIDB approves the submission (or any subsequent revised submission), the Company shall carry out the said Agreed Works based on the submission approved by CIDB or otherwise as the Parties may mutually agree

## **CLAUSE 10 OBLIGATIONS OF THE COMPANY**

The Company shall –

- (a) carry out the Works and Services and its obligations in accordance with the provisions of this Agreement;
- (b) carry out the Works and Services in a proper manner and in accordance with good management practice and shall comply with the applicable laws;
- (c) perform its obligations under this Agreement with reasonable care and skill, with due diligence, efficiency and professionalism, using appropriately qualified, experienced and competent personnel;
- (d) ensure that the System shall be fully functional and operational for the entire System Operation Period;
- (e) carry out all the Services in accordance with the Service Level Agreement;
- (f) make available the source code, database design, technical documents related to the CCPM, in any medium of storage for CIDB's safekeeping in the event of any disruption to the operation of the CCPM indefinitely;



- (g) undertake, prepare and submit reports in relation to the Works and Services to CIDB from time to time throughout the Agreement Period;
- (h) shall provide project organisation chart stating the particulars of the personnel/s involved for the performance of the Works and Services at any material time;
- (i) at all times carry out the Works and Services in such manner as will always safeguard and protect CIDB's interest and take all necessary and proper steps to prevent abuse or uneconomical use of facilities (if any) made available by CIDB to the Company under the Agreement; and
- (j) inform CIDB immediately by any means act as soon as possible and shall also notify CIDB in writing not later than thirty (30) days of the occurrence of any factor or event, which is likely to affect the carrying out of the Works and/or Services or any part thereof by the Company.

## **CLAUSE 11** **OBLIGATIONS OF CIDB**

CIDB shall –

- (a) take all actions as may be required by the Company to enable and/or facilitate the achievement of the Critical Key Milestones;
- (b) upon request in writing, provide to the Company for the purpose of executing the Works, information which may be reasonably necessary for the Company to perform its obligations under this Agreement;
- (c) order a minimum of eight hundred thousand (800,000) cards throughout the System Operation Period (hereinafter referred to as the "Minimum Card Volume") and in the event that the at the end of the Agreement Period the actual number of cards issued by CIDB is less than the Minimum Card Volume (hereinafter referred to as "Shortfall Volume"), CIDB shall pay to the Company the value of the Shortfall Volume calculated based on the latest Charges;
- (d) shall provide project organisation chart stating the particulars of the personnel/s involved in relation to the Works and Services at any material time; and
- (e) at no cost to the Company, provide a permanent link on the official website of CIDB to the *BayoPayweb portal*.

## **CLAUSE 12** **SITE AND ACCESS TO SITE**

### **12.1 Site**

- 12.1.1 CIDB shall provide the Site to the Company and ensure that the Site is suitable and adequate in respect of the area and space with basic infrastructure required for the




purpose of the Company implementing the System throughout the Agreement Period.

- 12.1.2 Any accidental damage to the Site caused by the Company in the course of carrying out the preparatory works shall be made good by the Company at its own costs and expense.
- 12.1.3 The Site preparation works shall commence and be completed by the Company before the installation of the System.
- 12.1.4 The Company shall provide at its own costs and expense the relevant fixtures and fittings that are deemed necessary and being an integral part and components of the System, as agreed by CIDB and the Company.

## **12.2 Access and Security at the Site**

- 12.2.1 The Company shall be given reasonable access to the Site at all times during normal business hours (save for outside business hours where the prior approval from CIDB is required) and the Company shall ensure that all of its personnel comply with the security regulations applying therein.
- 12.2.2 The Company shall be given reasonable access to Site for the purpose of audit in relation to the Card's inventory activities and/or works.
- 12.2.3 CIDB shall, at its own costs and expense, provide adequate security and protection at the Site throughout the Agreement Period.

## **CLAUSE 13 HARDWARE REPLACEMENT PROGRAMME**

- 13.1 The Company shall replace the Deliverable Hardware throughout the Agreement Period in accordance with the hardware replacement programme as set out in **Appendix 11**.
- 13.2 The provision of the hardware replacement programme by the Company shall be at the Company's own costs and expenses.

## **CLAUSE 14 DATA SECURITY AND CONTROL**

- 14.1 The Company, its agent, employee, personnel or its consultant shall be fully responsible for the confidentiality, security and damage and/or loss of any of the ID Data entrusted to them. The Company must ensure that the ID Data is not being divulged to third parties unless expressly agreed by CIDB.
- 14.2 The Company is responsible for any damage to the ID Data entrusted to its care.

- 14.3 For security purposes, the Company shall be responsible to ensure the access to the ID Data shall be given to the Company's authorized employee or personnel only.
- 14.4 CIDB shall reserve its rights to take any legal action due to loss or leak of data due to irresponsibility of the Company.

**CLAUSE 15**  
**SERVICE LEVEL AGREEMENT**

The Company shall carry out the Works and Services in accordance with the service level as set out in the Service Level Agreement based on the service description, frequency, parameter value and within the relevant periods and the manual in connection with such Works and Services as set out in **Appendix 7**.

**CLAUSE 16**  
**TRANSFER OF NON-PAYMENT MODULE**

Six (6) months before the expiry of the Agreement Period, the Company shall grant to CIDB wherever applicable and to the extent possible, a perpetual, non-transferable, non-exclusive, royalty free, irrevocable licence, non-sub licensable in relation to the use of the System developed and owned by the Company pursuant to the Agreement solely and limited to the usage of the Non-Payment Module save for any Third Party Software as more particularly described in **Appendix 1**.

**CLAUSE 17**  
**ACCEPTANCE OF THE SYSTEM**

In the course of installation and commissioning of the System, CIDB and the Company shall conduct the Final Acceptance Test for the purpose of ascertaining the functionality, stability and performance of the System in accordance with the standard and requirement specified under this Agreement and as more particularly described in **Appendix 4**.

**CLAUSE 18**  
**TRAINING PROGRAMME**

- 18.1 The Company shall undertake to carry out formal training programme in relation to the System (hereinafter referred to as the "**Training Programme**") for the personnel of CIDB as specified in **Appendix 12**.
- 18.2 All the costs and expenses for the Company to carry out its obligation for the Training Programme shall be borne by the Company save for all transportation related costs.



- 18.3 CIDB hereby undertakes that it shall procure its personnel to attend the Training Programme carried out by the Company.

#### **CLAUSE 19** **REVENUE SHARING**

- 19.1 The Company shall undertake to provide an online training platform for the System (hereinafter referred to as the "**Online Training Platform**") which enables the users to enroll in training courses related to the construction industry.
- 19.2 The Parties agree that the revenue from the fees collected from the participants of the Online Training Platform (hereinafter referred to as "Platform Fees") shall be shared by the Parties in accordance with the following proportion:-
- (a) CIDB – 20% (hereinafter referred to as the "**CIDB Portion**")
  - (b) Company – 80%
- 19.3 The payment by the Company of the CIDB Portion will be made to CIDB on semi-annual basis for each year of the Agreement Period.

#### **CLAUSE 20** **INTELLECTUAL PROPERTY RIGHTS**

- 20.1 Upon expiry of the Agreement Period, the Company shall, at no cost to CIDB, grant to CIDB wherever applicable and to the extent possible, a perpetual, non-transferable, non-exclusive, royalty free, irrevocable licence, non-sub licensable in relation to the use of the System developed and owned by the Company pursuant to this Agreement solely and limited to the usage of the Non-Payment Module of such System save for the Third Party Software.
- 20.2 All copyrights and other proprietary rights in relation to the System and other materials developed and supplied by the Company for the purpose of or by virtue of this Agreement shall belong to the Company.

**CLAUSE 21**  
**TERMINATION BY CIDB**

**21.1 Default by the Company During Development Works Period**

**21.1.1 Events of Default**

If at any time during the Development Works Period, the Company –

- (a) fails to carry out the Development Works in accordance with the provisions of this Agreement;
- (b) suspends or abandons the whole or any part of the Development Works for a continuous period of thirty (30) days;
- (c) fails to complete the Development Works within the Development Works Period or within any extension period granted by CIDB; or
- (d) breaches any of its material obligations or fails to comply with or perform any of the terms and conditions of this Agreement,

then CIDB shall give notice to the Company in writing specifying the relevant default (hereinafter referred to as the "**Default Notice**"), and requiring the Company to remedy such default within the period specified in the Default Notice taking into account the nature of the remedy to be carried out (hereinafter referred to as the "**Remedy Period**").

**21.1.2 Termination**

If the Company fails to remedy the default within the Remedy Period or such other period as may be determined by CIDB, CIDB shall have the right to terminate this Agreement with immediate effect by giving notice to that effect to the Company.

**21.1.3 Consequences of Termination**

Upon termination of this Agreement by CIDB pursuant to Clause 21.1.2 –

- (a) all rights and licences granted to the Company to enter and occupy the Site shall expire;
- (b) the right and authority granted by CIDB to the Company under this Agreement shall expire; and
- (c) the Company shall –
  - (i) cease the Development Works immediately;



- (ii) at no cost and expense to CIDB, vacate and remove all of its workmen, employees, servants, agents and its assets from the Site within thirty (30) days from the Termination Date; and
- (iii) bear all liabilities, obligations, claims, suits or proceedings whatsoever existing prior to and as at the Termination Date arising out of or in connection with:
  - (aa) any other agreement entered by the Company in relation to its obligations under this Agreement; or
  - (bb) any act or default, omission or negligence of the Company, its workmen, employees, agents or servants,

and CIDB shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings.

## **21.2 Default by the Company During System Operation Period**

### **21.2.1 Events of Default**

If at any time during the System Operation Period, the Company –

- (a) fails to provide the Cards in accordance with the terms of this Agreement;
- (b) fails to carry out the Operation and Maintenance Services for a continuous period of fourteen (14) days;
- (c) fails to comply Service Level Agreement; or
- (d) is in breach of any of its material obligations or fails to comply with any provisions under this Agreement,

then CIDB shall be entitled to give notice in writing (hereinafter referred to as the “**Default Notice**”) to the Company, specifying the relevant default and requiring the Company to remedy such default within the period specified in the Default Notice taking into account the nature of the remedy to be carried out (hereinafter referred to as the “**Remedy Period**”).

### **21.2.2 Termination**

If the Company fails to remedy the default within the Remedy Period or such other period as may be determined by CIDB, CIDB shall have the right to terminate this Agreement with immediate effect by giving notice to that effect to the Company.



### 21.2.3 Consequence of Termination

In the event of termination of this Agreement pursuant to Clause 21.2.2 –

- (a) all rights and licences granted to the Company to enter and occupy the Site shall expire;
- (b) the right and authority granted by CIDB to the Company under this Agreement shall expire;
- (c) CIDB shall –
  - (i) be entitled to appoint another party to provide the Works and Services;
  - (ii) have an option to:
    - (a) take over the Deliverable Hardware ("Transferred Hardware") and pay to the Company the value of such Transferred Hardware within thirty (30) days from the date of the mutual determination of the value of the Transferred Hardware based on a 'willing-buyer and willing-seller' basis (not later than thirty (30) days from the Termination Date); and
    - (b) request for the grant of a perpetual, non-transferable, non-exclusive, irrevocable licence and non-sub licensable in relation to the use of Non-Payment Module save for the Third Party Software in consideration of a licence fee to be mutually agreed by the Parties based on a 'willing-buyer and willing-seller' basis not later than thirty (30) days from the Termination Date ("Licence Fee") and CIDB shall pay the Licence Fee within thirty (30) days from the date of such determination;
- (d) pay to the Company any other payment which is due and payable as at the Termination Date (if any); and
- (e) the Company shall –
  - (i) forthwith cease to provide the Works and Services except for the supply of non-EMV pre-printed Card which shall continue for a period of six (6) months from the Termination Date or until the appointment of new vendor by CIDB, whichever earlier, subject to the payment of a mutually agreed charges;
  - (ii) at no cost and expense to CIDB, vacate and remove all of its workmen, employees, servants, agents and its assets from the Site within thirty (30) days from the Termination Date;

- (iii) return all the ID Data collected, processed and produced for the performance of the System to CIDB; and
- (iv) bear all liabilities, obligations, claims, suits or proceedings whatsoever existing prior to and as at the Termination Date arising out of or in connection with:
  - (aa) any other agreement entered by the Company in relation to its obligations under this Agreement; or
  - (bb) any act or default, omission or negligence of the Company, its workmen, employees, agents or servants,

and CIDB shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings.

For the avoidance of doubt, the Parties hereby agree that the Company shall not be entitled to any compensation or any other form of claims of losses including loss of profits, damages, or whatsoever upon termination of this Agreement during the Operation and Maintenance Services Period other than as stipulated in this Clause and CIDB shall maintain its rights of any claim against the Company on loss or damages suffered by CIDB due to non performance of Company.

## **21.3 General Defaults**

### **21.3.1 Events of Default and Termination**

If at any time after the Execution Date, the Company –

- (a) assigns the whole or any part of this Agreement save and except in relation to the assignment pursuant to Clause 36;
- (b) is subject to an order made against the Company or a resolution is passed for the winding up of the Company, except for the purpose of reconstruction or amalgamation not involving the realisation of assets in which the interest of creditors are protected;
- (c) enters into liquidation or a receiver is appointed whether compulsorily or voluntarily or suffers its goods to be taken in execution or becomes insolvent or compounds with or makes assignment for the benefit of its creditors or does any acts which affects its ability to fulfil its obligations under this Agreement; or
- (d) is subject to execution levied against a substantial portion of the Company's assets, unless it has instituted proceedings in good faith to set aside such execution,



then CIDB shall have the right to terminate this Agreement with immediate effect by giving notice to that effect to the Company.

### 21.3.2 Consequences of Termination

Upon termination of this Agreement by CIDB pursuant to Clause 21.3.1 –

- (a) takes effect during the Development Works Period, the provisions of Clause 21.1.3 shall apply;
- (b) takes effect during the Operation and Maintenance Services Period, the provisions of Clause 21.2.3 shall apply.

## **CLAUSE 22** **TERMINATION BY THE COMPANY**

### 22.1 Event of Default

If CIDB fails to perform any of its obligations save and except for Clause 11(a) or fails to comply with the terms and conditions of this Agreement, then the Company shall be entitled to give notice in writing (hereinafter referred to as the “**Default Notice**”) to CIDB specifying the relevant default and requiring CIDB to remedy such default within the period specified in the Default Notice taking into account the nature of the remedy to be carried out (hereinafter referred to as the “**Remedy Period**”).

### 22.2 Termination

If CIDB fails to remedy the relevant default within the Remedy Period or such other period as may be determined by the Company, then the Company may have the right to terminate this Agreement with immediate effect by giving notice to that effect to CIDB.

### 22.3 Consequence of Termination

22.3.1 In the event of termination of this Agreement by the Company pursuant to Clause 22.2 –

- (a) CIDB shall pay to the Company not later than six (6) months after the Termination Date an amount to be calculated based on the following formula (where the illustration on the calculation of such formula is as set out in **Appendix 10**):

$$PV = \sum_{n=1}^n \frac{FV}{(1+Rn)^n}$$

Where:-

**PV** means the present value of the Charges in Ringgit Malaysia

**FV** means the value in Ringgit Malaysia of the remaining undelivered Minimum Card Volume \*

**Rn** means the prevailing benchmark yield of a 'n' tenor Malaysian Government Securities

**n** means the time periods in the remaining calendar years of the Agreement Period from the Termination Date

*\*Note: for the purpose of the calculation of the remaining undelivered Minimum Card Volume, such number of Cards shall be prorated over the remaining Agreement Period from the Termination Date*

(b) the Company shall –

- (i) forthwith cease to provide the Works and Services;
- (ii) return all the ID Data collected, processed and produced for the performance of the System to CIDB;
- (iii) remove all its workmen, employees, servants, agents, contractors, sub-contractors and its assets not required by CIDB at its own costs and expenses from the Site;
- (iv) at no cost and expense to CIDB, hand over to CIDB the Non-Payment Module; and
- (v) bear all liabilities, obligations, claims, suits or proceedings whatsoever existing prior to and as at the Termination Date arising out of or in connection with:
  - (aa) any other agreement entered by the Company in relation to its obligations under this Agreement; or
  - (bb) any act or default, omission or negligence of the Company, its workmen, employees, agents or servants,

and CIDB shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings.

- 22.4 For the avoidance of doubt, the Parties hereby agree that the Company shall not be entitled to claim any costs, charges and expenses or losses, whatsoever including but not limited to loss of profit, damages or compensation other than stipulated in this Clause upon the termination of this Agreement by the Company. The Parties further agree that the payment made by CIDB under this Clause shall constitute as a full and final settlement between the Parties.

**CLAUSE 23**  
**TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES**

- 23.1 Without prejudice to any other rights of CIDB, if the Company, its personnel, servants or employees is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Agreement, CIDB shall be entitled to terminate this Agreement at any time, by giving immediate written notice to that effect to the Company.
- 23.2 Upon such termination, CIDB shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by CIDB arising from such termination.

**CLAUSE 24**  
**EXPROPRIATION**

**24.1 Events of Expropriation**

Notwithstanding any provision in this Agreement, CIDB may, at any time during the Agreement Period, terminate this Agreement by expropriating the rights granted to the Company under this Agreement by giving not less than three (3) months' notice to that effect to the Company if CIDB considers that such expropriation is in the national interest or national security, public policy or Government policy. The determination of what amounts to "national interests", "national security" "public policy" or "Government policy" shall be made by the Government and such determination shall be conclusive and binding.

**24.2 Consequences of Expropriation**

- 24.2.1 In the event CIDB exercises the expropriation pursuant to Clause 24.1, the effects in Clause 22.3 shall apply.
- 24.2.2 For the avoidance of doubt, the Parties hereby agree that the Company shall not be entitled to claim any cost, expense and loss including loss of profit, damages compensation other than stipulated in Clause 24.2.1. The Parties further agree that the payment made by CIDB under Clause 24.2.1 shall constitute as a full and final settlement between the Parties.



**CLAUSE 25**  
**FORCE MAJEURE**

**25.1 Events of Force Majeure**

Neither CIDB nor the Company shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations thereunder as a result of the occurrence of an event of force majeure. An "event of force majeure" shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall mean –

- (a) war (whether declared or not), hostilities, invasion, act or foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, or acts of terrorism; or
- (b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof; or
- (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or
- (d) natural catastrophe including but not limited to earthquakes, floods, subsidence, and subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather; or
- (e) riot, commotion and disorder, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbance (affecting the performance of this Agreement) which are not the fault of the Company or its contractors nor CIDB which causes, or can reasonably be expected to cause any Party to fail to comply with its obligations.

PROVIDED THAT an event of force majeure shall not include economic downturn, non-availability of or insufficient of funds or lack of financing on the part of the Company to perform its obligations under this Agreement.

**25.2 Notification of Force Majeure**

If any event of force majeure occurs which renders a Party unable to perform or fulfil any of its obligations under this Agreement, the Party so affected shall immediately notify the other in writing of the occurrence of any event of force majeure applicable to its obligations under this Agreement giving full details thereof and measures being taken by the Party so affected to reduce the severity of such event and subsequently the cessation of such event. If either Party does not agree that an event of force majeure has occurred then the dispute shall be dealt with pursuant to Clause 28.

### **25.3 Termination by Force Majeure**

If an event of force majeure has occurred and either Party reasonably considers such event of force majeure applicable to it to be of such severity or to be continuing for a period of more than six (6) months then the Parties may mutually terminate this Agreement.

### **25.4 Consequence of the Termination Due to Event of Force Majeure**

If this Agreement is terminated pursuant to Clause 25.3 above, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claim against each other save and except in respect of any antecedent breach.

### **25.5 Delay**

25.5.1 Provided that the notice under Clause 25.2 has been issued and provided further that all Parties agree that an event of force majeure has occurred, the Party affected by the event of force majeure shall not be liable for any delay in performing its obligations under this Agreement to the extent that such delay has been caused by one or more of event of force majeure and the time for completion of any obligation under this Agreement and the Agreement Period shall be extended by the period of the delay caused by such event of force majeure. If the Parties do not agree as to the duration of the delay, the disagreement shall be dealt with pursuant to Clause 28.

25.5.2 Notwithstanding Clause 25.5.1, if the continuing occurrence of an event of force majeure is of such severity that it frustrates the original intention and objectives of the Parties, the Parties shall forthwith take steps to discuss the circumstances and the consequences of such event and shall consider how best to achieve the objectives of this Agreement in such circumstances and shall, if appropriate, give consideration to any amendment of this Agreement and the terms and conditions of such amendments.

### **25.6 Restoration**

25.6.1 Notwithstanding any other provision in this Agreement, if an event of force majeure occurs and this Agreement is not terminated, then in any case where the System or any part thereof has been destroyed or substantially damaged, the Company shall restore such damaged parts of the System to the conditions they were in immediately prior to the occurrence of that event of force majeure at its own costs and expense.

Where as a result of such restoration the Company is able to demonstrate that it has incurred substantial costs affecting the Works and/or Services, the Company may apply to CIDB for an extension of the Agreement Period as the case may be.

**CLAUSE 26**  
**ADVERSE CHANGES**

**26.1 Change in Foreign Exchange Rate**

- 26.1.1 The Company and CIDB shall reserve the right to request for a review of the Charges on each Review Date in the event of fluctuation in the rate of foreign exchange (USD/MYR) up to thirty per centum (30%).
- 26.1.2 The request for a review of the Charges referred in Clause 26.1.1 shall be made in writing by the relevant Party to the other Party not later than twelve (12) months prior to the Review Date. For purposes of such review, the relevant Party shall submit to the other Party information and relevant documents in respect of its proposal for the new Charges.
- 26.1.3 Upon receipt of the written request from the other Party pursuant to Clause 26.1.2, the Parties shall then discuss in good faith and agree on the new Charges within thirty (30) days from the date of such written request.
- 26.1.4 The new Charges shall be applicable commencing from the month immediately following the month in which the new Charges was mutually agreed upon.

**CLAUSE 27**  
**PROJECT MONITORING COMMITTEE**

**27.1 Establishment of Committees**

The Parties agree to establish a Project Monitoring Committee comprising three (3) representatives of CIDB and three (3) representatives of the Company.

**27.2 Functions of the Committee**

The functions of the Project Monitoring Committee shall be:

- (a) to provide a means to resolve issues relating to all day to day aspects of the performance of this Agreement; and
- (b) to provide a forum for joint strategic discussion for the more efficient performance of this Agreement.



**CLAUSE 28**  
**ARBITRATION**

**28.1 Reference to Arbitration**

If any matter, dispute or claim arising out of relating to this Agreement or the breach or termination hereof cannot be agreed upon or cannot be settled amicably by the Parties, the matter, dispute or claim shall be referred to an arbitrator to be agreed between the Parties and failing such Agreement, to be nominated on the application of either Party by the Director General of the Asian International Arbitration Centre and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005. The decision of the arbitration shall be final and binding on each of the Parties hereto.

**28.2 Venue**

The arbitration shall be heard at the Asian International Arbitration Centre (hereinafter referred to as the "**Centre**") using the facilities and systems available at the Centre and in accordance with the Centre's rules for arbitration.

**28.3 Continuing Obligations**

The reference of any matter, dispute or claim to the arbitration pursuant to this Clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

**CLAUSE 29**  
**INDEMNITIES**

**29.1 The Company agrees with CIDB that –**

- (a) the Company shall perform all of its obligation under this Agreement at its own risk and release, to the fullest extent permitted by law, CIDB and its agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death;
- (b) the Company shall indemnify CIDB from and against all actions, suits, claims or demands, proceedings, losses, damages, compensation, costs (including legal costs), charges and expenses whatsoever to which CIDB shall, may or may be or become liable in respect of or arising from –
  - (i) the negligent use, misuse or abuse by the Company or its personnel, servants, agents or employees appointed by the Company; or

- (ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to by the carrying out of the Works and/or Services by the Company to any person and not caused by the negligence or wilful act, default or omission of CIDB, its agents or servants; and
  - (c) the obligation of the Company under this Clause shall continue for a period of three (3) years after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.
- 29.2 The Company shall indemnify, protect and defend at its own cost and expense CIDB and its agents and servants from and against all actions, claims and liabilities arising out of the acts done by the Company in the performance of this Agreement including the use or violation of any Intellectual Property Rights.

### **CLAUSE 30** **CONFIDENTIALITY**

#### **30.1 Non-Disclosure**

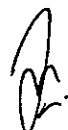
This Agreement and all such drawings, records, data, books and reports and all matters pertaining hereto shall be considered as confidential matter and shall not be disclosed to any third party without prior mutual agreement except where:

- (a) the disclosure of such information is necessary for the purpose of raising finance or for corporate finance exercise;
- (b) the disclosure of such information is made to the Company's consultants or advisors for purposes or performance of their duties under this Agreement; or
- (c) the disclosure of such information is required by law.

#### **30.2 Non-disclosure by Third Parties**

Where any information has been disclosed to third parties pursuant to Clauses 30.1(a) and/or (b), the Company shall undertake to ensure that the third parties shall not disclose the information to any other third party.

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**CLAUSE 31**  
**NOTICES**

Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be either in *Bahasa Melayu* or the English language and the same shall be delivered to the address or sent to the facsimile number of the Parties as shown below or to such other address or facsimile number as the Parties may have notified the other. A notice, approval, consent, request or other communication shall be deemed to be duly delivered in the case of delivery by hand, when the same is delivered to the recipient at such address or in the case of transmission by facsimile or other electronic means, when the same is transmitted to such facsimile number which is duly acknowledged –

(a) to CIDB:

Ketua Eksekutif  
Tingkat 25, Menara Dato' Onn  
Putra World Trade Centre (PWTC)  
No 45, Jalan Tun Ismail  
50450 Kuala Lumpur

Facsimile No: +603 4047 7010

(b) to the Company:

Chief Executive Officer  
No. 72-3, Jalan PJU 5/22 Encorp Strand  
Pusat Perdagangan Kota Damansara  
Kota Damansara PJU 5  
47810 Petaling Jaya, Selangor

Facsimile No: +603 76621264  
Email: [aznul@bayo.my](mailto:aznul@bayo.my)

**CLAUSE 32**  
**WAIVER**

Failure by either Party to enforce, at any time, any provisions of this Agreement shall not be construed as waiver of its right to enforce the breach of such provision or any of the provision in this Agreement or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Agreement. No waiver under this Agreement shall be valid unless it is made in writing.



**CLAUSE 33**  
**AMENDMENT**

No amendment or modification shall be valid or binding upon the Parties unless it is made in writing by way of a supplementary agreement specifically referring to this Agreement and duly signed by the Parties or its duly authorised representatives. The provision in respect of such amendment, variation or modification thereof shall be supplemental to and be read as an integral part of this Agreement which shall remain in full force and effect as between the Parties.

**CLAUSE 34**  
**APPLICABLE LAW**


This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

**CLAUSE 35**  
**COMPLIANCE WITH LAW**

The Company shall comply with the provisions of any written law which it may be required to comply including any act, enactment or ordinance, or any by-laws, rules, regulations or other subsidiary legislation under any such act, enactment or ordinance, or any direction, order, requirement, instruction or any directive and guidelines by the Government, whatsoever given by the Government or any authority competent to do so under any written law.

**CLAUSE 36**  
**RIGHT TO ASSIGN**

- 36.1 Subject to the necessary approval from CIDB, the Company may assign and create security over its rights to the revenue and all or any rights to income received by the Company hereunder, to financiers for the purpose of any financing.
- 36.2 Save as provided in Clause 36.1, the Company shall not assign, transfer or novate this Agreement or any part of it or any benefit or interest conferred by this Agreement to any third party without the prior written consent from CIDB and upon such terms and conditions as CIDB deems fit.

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**CLAUSE 37**  
**RIGHT TO SUB-CONTRACT**

- 37.1 The Company may appoint such local or international vendors, sub-contractors or suppliers and/or enter into such licensing, sub-contracting or other contractual arrangements as the Company shall deem fit and appropriate, for the supply, management and maintenance of all or any part of the System, Works and Services.
- 37.2 Notwithstanding any agreement or sub-contract entered into by the Company for the purpose of implementing the System and/or carrying out and completing the Works and Services, the Company shall at all times remain fully responsible to CIDB for the performance of all its obligations under this Agreement.
- 37.3 The sub-contracting of any part of the implementation of the System and/or the delivery of the Works and Services shall not relieve the Company from its responsibilities hereunder and the Company shall remain fully responsible for the acts, defaults and negligence of any of its sub-contractor appointed hereunder, and the officers, employees or agents of such sub-contractor as if they were the acts, defaults or negligence of the Company, its officers, employees or agents.

**CLAUSE 38**  
**RELATIONSHIP OF THE PARTIES**

- 38.1 Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between the Parties and none of them shall have any authority to bind the other in any way nor shall this Agreement be construed to constitute any Party the agent of the other Party.
- 38.2 CIDB covenants to the Company that, throughout the Agreement Period, CIDB shall not appoint any other party to provide works and services which are similar to the nature of the System, Works and Services carried out by the Company under this Agreement.

**CLAUSE 39**  
**SUCCESSORS BOUND**

This Agreement shall be binding upon the Parties and their successors in title and permitted assigns.

**CLAUSE 40**  
**TIME OF THE ESSENCE**

Time whenever mentioned shall be of the essence of this Agreement.





**CLAUSE 41**  
**SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws or regulations effective and applicable during the term of this Agreement, such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this Agreement

**CLAUSE 42**  
**APPENDICES**

All appendices to this Agreement shall form part of this Agreement.

**CLAUSE 43**  
**FURTHER ASSURANCES**

The Parties shall at all times and from time to time do all such further acts and execute all such further deed, documents and instruments as may be necessary or desirable in order to give full effect to and carry out the terms and conditions of this Agreement.

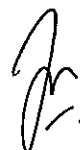
**CLAUSE 44**  
**COSTS AND STAMP DUTY**

All costs (including any stamp duty) incidental to the preparation and execution of this Agreement shall be borne and paid by the Company.

**CLAUSE 45**  
**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with herein and supersedes any previous agreement or understanding between the Parties in relation to such matters. The Parties hereby acknowledge that in entering into this Agreement, it has not relied on any representation or warranty save as expressly set out herein or in any document expressly referred to herein.

***[The remainder of this page is intentionally left blank]***



IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first above stated: -

The Common Seal of  
LEMBAGA  
PEMBANGUNAN INDUSTRI PEMBINAAN  
MALAYSIA  
was hereunto affixed in the presence of

)  
)  
)  
)  
)



The Common Seal of  
BAYO PAY (M) SDN. BHD.  
(COMPANY NO. 1191346-P)  
was hereunto affixed in the presence of

)  
)  
)  
)

  
.....  
Director  
.....  
Director/Secretary

## LIST OF APPENDICES

| ITEM | DESCRIPTION  |
|------|--|
| 1.   | <u>Appendix 1:</u><br>Application Software   |
| 2.   | <u>Appendix 2:</u><br>Certificate Of Final Acceptance  |
| 3.   | <u>Appendix 3:</u><br>Deliverable Hardware   |
| 4.   | <u>Appendix 4:</u><br>Final Acceptance Test  |
| 5.   | <u>Appendix 5:</u><br>Implementation Plan  |
| 6.   | <u>Appendix 6:</u><br>Critical Key Milestones  |
| 7.   | <u>Appendix 7:</u><br>Service Level Agreement ("SLA")  |
| 8.   | <u>Appendix 8:</u><br>Illustration on Calculation of The Formula on The Compensation Payment under Clause 22 |
| 9.   | <u>Appendix 9:</u><br>Review of Charges  |
| 10.  | <u>Appendix 10:</u><br>Operation & Maintenance Services  |
| 11.  | <u>Appendix 11:</u><br>Hardware Replacement Programme  |
| 12.  | <u>Appendix 12:</u><br>Training Programme  |
| 13.  | <u>Appendix 13:</u><br>Card  |



## **APPENDIX 1 APPLICATION SOFTWARE**

### **GENERAL DESCRIPTION**

The Application Software developed for the purpose of accreditation and certification of construction personnel and in accordance with Act 520 currently in the form CIDB Green Card System consists of the following:

- A. Non-Payment Module; and
- B. Payment Module.

#### **A. NON PAYMENT MODULE**

##### **1. ID Component:**

###### **i. eCIDB Card**

The eCIDB Card is an electronic version of the physical Green Card that acts as a secondary form of identification. It contains all the essential information pertaining to the details of the cardholder. Any update of the data will be done in secured communication. It contains a unique QR code with digital signature embedded into it as another layer of security measure. It is to prevent data tampering.

| <b>Description</b>                  | <b>Specification</b>   |
|-------------------------------------|--|
| <b>Application Function</b>         | Secondary ID (Digital Identification Card)                             |
| <b>Users</b>                        | Cardholders, site supervisors, CIDB enforcement officers               |
| <b>Dependencies</b>                 | BayoPay Wallet App   |
| <b>Operating system requirement</b> | Android 5.1 above or iOS 8 and above                                   |
| <b>Hardware Requirement</b>         | Smartphone   |
| <b>Availability</b>                 | Online and Offline   |
| <b>Security</b>                     | Encryption, Secured communications, Digital Signature & Authentication |

###### **ii. ID Management System Module**

ID Management System Module is a comprehensive cardmanagement solution facilitating the administration and management of the Card.

| <b>Description</b>                  | <b>Specification</b>   |
|-------------------------------------|--|
| <b>Application Function</b>         | Allows CIDB to manage 'cardholders records                             |
| <b>Users</b>                        | CIDB   |
| <b>Dependencies</b>                 | CIDB CIMS  |
| <b>Operating system requirement</b> | CentOS 7 operating system  |
| <b>Hardware Requirement</b>         | At least with memory 8GB, CPU 4 cores, Storage 120GB (Virtual Machine) |
| <b>Availability</b>                 | Internet   |
| <b>Security</b>                     | Encryption, Authentication   |



### iii. CIDB Card Printing Module ("CCPM")

CCPM allows matching of QR code to cardholder's data from CIDB CIMS. Upon successful matching, data will be sent by the system to the printer for card printing purposes.

| Description                 | Specification  |
|-----------------------------|--|
| <b>Application Function</b> | <p>To match data from CIMS to card for the purpose of card printing which covers the following functions:</p> <ul style="list-style-type: none"><li>i. Dashboard Reporting<ul style="list-style-type: none"><li>• Daily card request</li><li>• Collected card</li><li>• Total printed card</li><li>• List of cards collected by state</li><li>• List of disposal card by state</li><li>• Total printed card by state</li><li>• New card application</li><li>• Existing card replacement</li><li>• Card replacement</li></ul></li><li>ii. Audit Trail/Logs</li><li>iii. Card Inventory Management<ul style="list-style-type: none"><li>• Create card inventory</li><li>• View card inventory</li><li>• Card threshold limit</li><li>• Card validity limit</li></ul></li><li>iv. Card Printing Management<ul style="list-style-type: none"><li>• New card application</li><li>• Renewal/replacement application</li><li>• Card replacement</li><li>• Renewal of card expiry date (without card issuance)</li><li>• Membership renewal</li><li>• Printing request</li><li>• Card quality control (read EMV chip)</li><li>• Scan QR (bind personnel info)</li><li>• Reprint application</li></ul></li><li>v. Notification Management</li></ul> |



|                                     |  |
|-------------------------------------|--|
|                                     | vi. User ID Management <ul style="list-style-type: none"> <li>• Integration with CIDB CIMS</li> </ul> vii. Data One (1) Time Upload         viii. Pos Malaysia Tracking <ul style="list-style-type: none"> <li>• Tracking via hyperlink</li> </ul> ix. Reporting <ul style="list-style-type: none"> <li>• Card printing statistics by user ID</li> <li>• Card printing history by card type</li> <li>• User activity monitoring</li> </ul> |
| <b>Users</b>                        | CIDB Personnel, Bahagian Operasi Setempat (BOS), Bahagian Personel Maklumat (BPM)  |
| <b>Dependencies</b>                 | CIDB CIMS  |
| <b>Operating system requirement</b> | CentOS 7 Operating System.   |
| <b>Hardware Requirement</b>         | PC Desktop & QR code universal scanner   |
| <b>Availability</b>                 | Only Online  |
| <b>Security</b>                     | Secured Communications, Authorization and Authentication   |

## 2. Other Components:

### i. Enforcement Application Module

Enforcement Application Module utilises 2-factor authentication in verifying the Card identification credential. This module enables enforcement officers to generate reports and provides audit trail for enforcement activities.

| Description                         | Specification   |
|-------------------------------------|---|
| <b>Application Function</b>         | To empower CIDB Enforcement Unit to carry out enforcement duty  |
| <b>Users</b>                        | CIDB Enforcement Officers   |
| <b>Dependencies</b>                 | CIDB CIMS & Bayo ID Management Module   |
| <b>Operating system requirement</b> | Android 5.1 above   |
| <b>Hardware Requirement</b>         | Handheld, Ruggedised  |
| <b>Availability</b>                 | Online and Offline  |
| <b>Security</b>                     | Encryption, Secured Communications, Digital Signature, Authorization, Authentication, Tokenization and Key Vaults |

## ii. Site Supervisor Module

This app allows site supervisors/safety officers to scan the Card's QR code upon site entry. The app is capable of generating daily site attendance report and capable of transmitting data to CIDB for analysis purposes. This module allows the generated report to be exported in PDF format via email.

| Description                  | Specification  |
|------------------------------|--|
| Application Function         | To take attendance of CIDB workers at construction site.             |
| Users                        | Supervisors/Safety Officer   |
| Dependencies                 | BayoPay Wallet App   |
| Operating system requirement | Android 5.1 above or iOS 8 and above                                 |
| Hardware Requirement         | Smartphone   |
| Availability                 | Online and Offline   |
| Security                     | Encryption, Secured Communications, Authorization and Authentication |

## iii. Intelligence Platform

This module harnesses the power of crowdsourcing by allowing direct communication between users and CIDB should users suspect any non-compliant activities. This report will provide critical information for CIDB enforcement team to initiate further investigation and subsequently execute proper actions.

| Description                  | Specification   |
|------------------------------|---|
| Application Function         | Users can lodge reports to CIDB on any non-compliant activities |
| Users                        | Cardholders, CIDB   |
| Dependencies                 | BayoPay Wallet App  |
| Operating system requirement | Android 5.1 above or iOS 8 and above                            |
| Hardware Requirement         | Smartphone  |
| Availability                 | Only Online   |
| Security                     | Secured communications & Authentication                         |

## iv. Emergency Response Platform

The Emergency Response Platform is a platform within the Bayo Pay Wallet App where users can report to CIDB of any on-site emergencies or accidents. This module allows users to request for emergency support and provide useful information like GPS location, photos and nature of the incident.

| Description                  | Specification   |
|------------------------------|---|
| Application Function         | Users can report to CIDB of any emergencies or accidents on-site. |
| Users                        | Cardholders, CIDB   |
| Dependencies                 | BayoPay Wallet App  |
| Operating system requirement | Android 5.1 above or iOS 8 and above                              |
| Hardware Requirement         | Smartphone  |
| Availability                 | Only Online   |
| Security                     | Secured communications & Authentication                           |



**v. Communication & Notification Platform**

The communication platform provides CIDB direct access to communicate with cardholders. Announcements, industry related news notifications and advisory can be channeled via this platform conveniently. It is a cost-effective way to maintain continuous engagement with the construction personnel and the industry players.

| Description                  | Specification   |
|------------------------------|---|
| Application Function         | To provide CIDB direct access to communicate with cardholders |
| Users                        | Cardholders, CIDB   |
| Dependencies                 | BayoPay Wallet App  |
| Operating system requirement | Android 5.1 above or iOS 8 and above                          |
| Hardware Requirement         | Smartphone  |
| Availability                 | Only Online   |
| Security                     | Secured communications & Authentication                       |

**vi. Online Training Platform**


With a mobile and web enabled training platform in place, users will benefit from the convenience of enrolling into training courses related to the construction industry online. This feature acts as an avenue for continuous education with a primary aim to aid and encourage skills enhancement of the users.

| Description                  | Specification  |
|------------------------------|--|
| Application Function         | To enable cardholders to enroll into construction industry courses via online platform |
| Users                        | CIDB Green Card cardholders, CIDB, external training providers                         |
| Dependencies                 | BayoPay Wallet App   |
| Operating system requirement | Android 5.1 above or iOS 8 and above   |
| Hardware Requirement         | Smartphone   |
| Availability                 | Only Online  |
| Security                     | Secured communications & Authentication  |

**vii. Rewards & Loyalty Programme Platform**

Bayo Pay account members can register for Rewards and Loyalty Programme, access their loyalty account, and collect more points while shopping with exclusive offers and coupons available on Bayo Pay Wallet App.

| Description                  | Specification   |
|------------------------------|---|
| Application Function         | Allow BayoPay Wallet users to register for Rewards and Loyalty Programme. |
| Users                        | Cardholders   |
| Dependencies                 | BayoPay Wallet App  |
| Operating system requirement | Android 5.1 above or iOS 8 and above                                      |
| Hardware Requirement         | Smartphone  |
| Availability                 | Online and Offline  |
| Security                     | Secured communications & Authentication                                   |





#### viii. Marketplace And E-commerce Platform

Marketplace and E-commerce are made accessible through the Mobile Wallet App and web portal. Bayo acts as an aggregator for e-Commerce leading players and top merchants through partnership arrangement. This partnership allows a wide range of e-Commerce selection from telco prepaid top-up, retail merchandise, and goods and services related to the construction industry.

| Description                  | Specification  |
|------------------------------|--|
| Application Function         | Platform for online procurement of relevant merchandise by cardholders |
| Users                        | Cardholders  |
| Dependencies                 | BayoPay Wallet App   |
| Operating system requirement | Android 5.1 above or iOS 8 and above                                   |
| Hardware Requirement         | Smartphone   |
| Availability                 | Only Online  |
| Security                     | Encryption and Authentication  |

#### ix. Web-Based Analytics Reporting Dashboard

Analytics reporting module allows data gathering for reporting, analysis, statistics and decision-making purposes. This module allows CIDB to gather raw data and convert into meaningful information that could assist CIDB in policy making, human capital planning and re-skilling exercise.

| Description                  | Specification  |
|------------------------------|--|
| Application Function         | Gather and convert data for reporting, analysis, statistics and decision-making purposes.  |
| Users                        | CIDB <i>Pendaftaran Personel</i> Department & CIDB Enforcement Department, CIDB Management |
| Dependencies                 | CIDB CIMS  |
| Operating system requirement | CentOS 7 operating system  |
| Hardware Requirement         | At least with memory 8GB, CPU 4 cores, Storage 120GB                                       |
| Availability                 | Only Online  |
| Security                     | Encryption, Authentication, Secured Communications   |



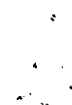
## B. PAYMENT MODULE

### Bayo Pay Wallet

Bayo Pay Wallet application functions as the payment solution for the System. The application is downloadable from Apple Store app and Google Play Store app respectively. Bayo Pay Wallet users are able to use the digital wallet for online purchases, in-app and QR purchases.

| Description                  | Specification   |
|------------------------------|---|
| Application Function         | Allows CIDB Green Card cardholders to undertake the following:-<br>1) Online payment transaction<br><br>2) Person-to-person ("P2P") Transfer<br><br>3) Payment Bill<br><br>4) Airtime top up<br><br>5) QR payments<br><br>6) Remittance |
| Users                        | BayoPay Wallet users  |
| Dependencies                 | BayoPay Wallet App  |
| Operating system requirement | Android 5.1 above or iOS 8 and above  |
| Hardware Requirement         | Smartphone  |
| Availability                 | Only Online   |
| Security                     | Encryption, Authentication, Secured Communications  |

Note: Bayo shall transfer Non-Payment Module to CIDB at the end of AgreementPeriod.



**APPENDIX 2  
CERTIFICATE OF FINAL ACCEPTANCE**

| <b>FAT COMPLETION CERTIFICATE</b>   |   |   |   |
|---|---|---|---|
| <b>Project Name</b> :<br><b>Project No</b> :<br><b>Contract Number</b> :<br><b>Contractor</b> :<br><b>Milestone Number</b> :<br><b>(Work Breakdown Structure ("WBS") Number)</b>  |   |   |   |
| <b>Milestone Title</b> :<br><b>(WBS Description)</b>  |   |   |   |
| <b>SECTION A: NOTIFICATION BY BAYO</b>  |   |   |   |
| <p>In respect of the above, we hereby notify that all services which constitute the above Milestone have been completed.</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top; padding-top: 20px;"><b>Prepared By</b><br/><i>BAYO PAY (M) SDN BHD</i></td><td style="width: 50%; vertical-align: top; padding-top: 20px;"><b>Signature</b> :<br/><b>Full Name</b> :<br/><br/><b>Title</b> :<br/><b>Date</b> :</td></tr></table> |   | <b>Prepared By</b><br><i>BAYO PAY (M) SDN BHD</i> | <b>Signature</b> :<br><b>Full Name</b> :<br><br><b>Title</b> :<br><b>Date</b> : |
| <b>Prepared By</b><br><i>BAYO PAY (M) SDN BHD</i>   | <b>Signature</b> :<br><b>Full Name</b> :<br><br><b>Title</b> :<br><b>Date</b> : |   |   |
| <b>SECTION B: ACCEPTANCE BY CIDB</b>  |   |   |   |
| <p>The undersigned certifies that they have checked and are satisfied that the Milestone has been achieved and that the requirements for that Milestone have been met.</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%;"></td><td style="width: 50%; vertical-align: top; padding-top: 20px;"><b>Signature</b> :<br/><b>Full Name</b> :<br/><b>Title</b> :<br/><b>Date</b> :</td></tr></table>  |   |   | <b>Signature</b> :<br><b>Full Name</b> :<br><b>Title</b> :<br><b>Date</b> :     |
|   | <b>Signature</b> :<br><b>Full Name</b> :<br><b>Title</b> :<br><b>Date</b> :     |   |   |



### APPENDIX 3 DELIVERABLE HARDWARE

Bayo shall provide the following hardware with the specification and quantities as listed below:-

| NO                                 | ITEM                      | DESCRIPTION  | QUANTITY  | DISTRIBUTION   |
|------------------------------------|---------------------------|--|-----------|----------------|
| 1.                                 | <b>Enforcement Device</b> | <b>Ruggedised<br/>Handheld device</b>  | <b>40</b> | <b>CIDB HQ</b> |
| <u>Specifications:</u>             |                           |  |           |                |
| i. <b>Environmental</b>            |                           | <ul style="list-style-type: none"> <li>- <b>Operating:</b> 20°C to 60°C (-4°F to 140°F)</li> <li>- <b>Storage:</b> -40°C to 70°C (-40°F to 158°F)</li> <li>- <b>Relative Humidity:</b> Non-condensing, 95%</li> <li>- <b>Rain &amp; Dust Proof:</b> IP67</li> <li>- <b>Drop:</b> 1.5m (5ft) per MIL-STD 810G at all operating temperature</li> <li>- <b>Tumble:</b> 250cycle (500hit) @ 1m (3.3ft)</li> <li>- <b>ESD:</b> 15 kV air, 8 kV contact</li> </ul> |           |                |
| ii. <b>Power</b>                   |                           | <ul style="list-style-type: none"> <li>- <b>Standard Battery:</b> 3,000mAh Li-ion rechargeable</li> </ul>  |           |                |
| iii. <b>Operating System</b>       |                           | <ul style="list-style-type: none"> <li>- Android Platform</li> </ul>   |           |                |
| iv. <b>Micro-Processor</b>         |                           | <ul style="list-style-type: none"> <li>- Qualcomm MSM8916 @ 1.2GHz Quad-core</li> </ul>  |           |                |
| v. <b>Memory and Storage</b>       |                           | <ul style="list-style-type: none"> <li>- <b>RAM:</b> 2GB</li> <li>- <b>ROM:</b> 16GB</li> <li>- NAND Flash User-accessible</li> <li>- micro-SD cards up to 32GB SDHC</li> </ul>  |           |                |
| vi. <b>Standard Communications</b> |                           | <ul style="list-style-type: none"> <li>- Full speed USB 2.0 from USB direct sync cable</li> </ul>  |           |                |




|  |                         |   |
|--|-------------------------|---|
|  | <b>vii. Camera</b>      | <ul style="list-style-type: none"> <li>- Min 5.0MP(Rear) with LED flash and 2.0MP(Front)</li> </ul>   |
|  | <b>viii. Sensors</b>    | <ul style="list-style-type: none"> <li>- Gyroscope, Accelerometer, Light Sensor &amp; Proximity Sensor.</li> </ul>  |
|  | <b>ix. Wireless WAN</b> | <ul style="list-style-type: none"> <li>- <b>EDGE/GPRS/GSM:</b>850/900/1800/1900</li> <li>- <b>WCDMA:</b> 850/900/1900/1700/2100 MHz</li> <li>- <b>LTE:</b> FDD2, FDD3, FDD4, FDD5, FDD13, FDD17</li> </ul>  |
|  | <b>x. Wireless LAN</b>  | <ul style="list-style-type: none"> <li>- <b>Radio :</b> IEEE 802.11a/b/g/n/d/h/i/k/r/v, IPv4, IPv6, 1X1 SISO.</li> <li>- <b>IEEE 802.11a/n Data Rates:</b> Up to 150 Mbps;</li> <li>- <b>IEEE 802.11b/g/n Data Rates:</b> Up to 72.2 Mbps</li> <li>- <b>Operating Channels:</b> 1 to 13 (2412~2472MHz), 36 to 165 (5180~5825MHz)</li> <li>- <b>Channel Bandwidth :</b> 20, 40 MHz</li> <li>- <b>Security and Encryption :</b> <ul style="list-style-type: none"> <li>o WEP(40 or 104bit)</li> <li>o WPA/WPA2 Personal(TKIP, AES);</li> <li>o WPA/WPA2 Enterprise(TKIP/AES)</li> <li>o PEAP(MSCHAPv2, GTC), TLS, TTLS(PAP, MSCHAP, MSCHAPv2, GTC), PWD, SIM, AKA, AKA', FAST(MSCHAPv2, GTC), LEAP</li> </ul> </li> <li>- <b>Fast Roam :</b> PMKID</li> <li>- <b>Caching :</b> Cisco CCKM, 802.11r</li> </ul> |
|  | <b>xi. Wireless PAN</b> | <ul style="list-style-type: none"> <li>- Integrated Bluetooth Class II, Ver.4.0</li> <li>- <b>Operating channels:</b> 0 to 78 (2402-2480 Mhz)</li> <li>- <b>Data Rates:</b> 1, 2, 3 Mbps</li> </ul>   |

|                               |  |   |            |                |
|-------------------------------|--|---|------------|----------------|
|                               | <b>xii. Global Positioning System</b>          | <ul style="list-style-type: none"> <li>- <b>12 channel integrated GPS:</b> assisted via WAN</li> <li>- <b>Carrier:</b> accuracy within 3m, Stand-alone GPS available</li> </ul>   |            |                |
|                               | <b>xiii. Audio Support</b>                     | <ul style="list-style-type: none"> <li>- Supports VoIP, Built-in microphone, speaker, receiver and headset jack (3.5mm), Wireless Bluetooth headset support</li> </ul>  |            |                |
|                               | <b>xiv. Accessories</b>                        | <ul style="list-style-type: none"> <li>- <b>Standard accessories:</b> AC/DC power adaptor, Battery, LCD protection film</li> </ul>  |            |                |
|                               | <b>xv. Regulatory Approvals and Compliance</b> | <ul style="list-style-type: none"> <li>- <b>Certified</b> CE &amp; GCF, FCC &amp; PTCRB (GCF test report), IC, ANATEL, CCC &amp; SRRC &amp; NAL ,KC, TELEC &amp; JATE, CB,RCM</li> <li>- <b>Environmental:</b> RoHS II &amp; WEEE compliant</li> </ul>                          |            |                |
| <b>2.</b>                     | <b>Card Printer</b>                            | <b>2-sided card printer</b>   | <b>20"</b> | <b>CIDB HQ</b> |
| <u>Specifications:</u>        |  |   |            |                |
| <b>i. Print technology</b>    |  | <ul style="list-style-type: none"> <li>- Direct to card dye sublimation/resin thermal transfer</li> </ul>   |            |                |
| <b>ii. Print capabilities</b> |  | <ul style="list-style-type: none"> <li>- Two-sided printing</li> <li>- Full-color and monochrome printing</li> <li>- Alphanumeric text, logos and digitized signatures; 1D/2D bar code images</li> <li>- Printer pooling/sharing</li> </ul>                                     |            |                |
| <b>iii. Print resolution</b>  |  | <ul style="list-style-type: none"> <li>- 300 dots per inch, 256 shades per color panel</li> <li>- High-quality mode: 300 x 600 dots per inch; enhanced text, bar code and graphics printing</li> <li>- 300 x 1200 dots per inch; enhanced text and bar code printing</li> </ul> |            |                |

|  |                                  |  |           |                |
|--|----------------------------------|--|-----------|----------------|
|  | <b>iv. Print speed</b>           | <ul style="list-style-type: none"> <li>- Full-color printing: at minimum of 200 cards per hour, one-sided (YMCKT);</li> <li>- At minimum of 155 cards per hour, two-sided (YMCKT-K)</li> <li>- Monochrome: at minimum of 830 cards per hour, one-sided (black HQ)</li> </ul> |           |                |
|  | <b>v. Card capacity</b>          | <ul style="list-style-type: none"> <li>- Automatic feed: 100-card input for 0.030 in. (0.76 mm) cards; 25-card output standard</li> </ul>  |           |                |
|  | <b>vi. Connectivity</b>          | <ul style="list-style-type: none"> <li>- Bidirectional USB 2.0 high speed; Ethernet 10 Base-T/100-Base-TX (with activity light)</li> </ul>   |           |                |
| <b>3.</b>  | <b>Handheld QR Scanner</b>       | <b>2D Universal QR Scanner</b>   | <b>2</b>  | <b>CIDB HQ</b> |
| <u>Specifications:</u>   |                                  |  |           |                |
|  | <b>1D, 2D, QR code format</b>    | <ul style="list-style-type: none"> <li>- Fast to scan QR, PDF417, Data Matrix, EAN13, EAN8, UPCA, UPCE0, UPCE1, CODE128, CODE39, CODE93, CODEBAR, Interleaved 2 of 5, industrial25, Matrix2 of 5, CODE11, MSI, RSS almost all 1D code.</li> </ul>                            |           |                |
| <b>4.</b>  | <b>Desktop Personal Computer</b> | <b>DELL</b>  | <b>2*</b> | <b>CIDB HQ</b> |
| <u>Specifications:</u><br><br>CPU – Intel i5 processor<br><br>RAM – 16 GB<br><br>HDD – 500 GB<br><br>Monitor – 22" |                                  |  |           |                |

**Notes:**

- \*Subject to confirmation by CIDB during SRS. The total value of printers and desktop personal computer shall not exceed RM200,000 ("Printer Allocation").
- Any consumables i.e. ribbon, printer head in relation to printers will be provided and maintained by Bayo throughout the System Operation Period.

#### APPENDIX 4 FINAL ACCEPTANCE TEST

This Final Acceptance Test ("FAT") for the System verifies that the System works as required and validates that the correct functionality has been developed and delivered according to the System Requirement Specification ("SRS").

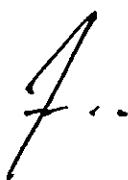
##### Final Acceptance Test Activities for Software

| No | Activity   |
|----|--|
| 1  | Plan Final Acceptance Testing for CIDB Green Card System |
| 2  | Identify Test Materials                                  |
| 3  | Establish Final Acceptance Test Environment              |
| 4  | Conduct Final Acceptance Test Readiness Review           |
| 5  | Execute Final Acceptance Test                            |
| 6  | Complete Final Acceptance Test                           |
| 7  | Issuance of Certificate of Final Acceptance              |

Note: Bayo shall provide Penetration Testing report to CIDB.

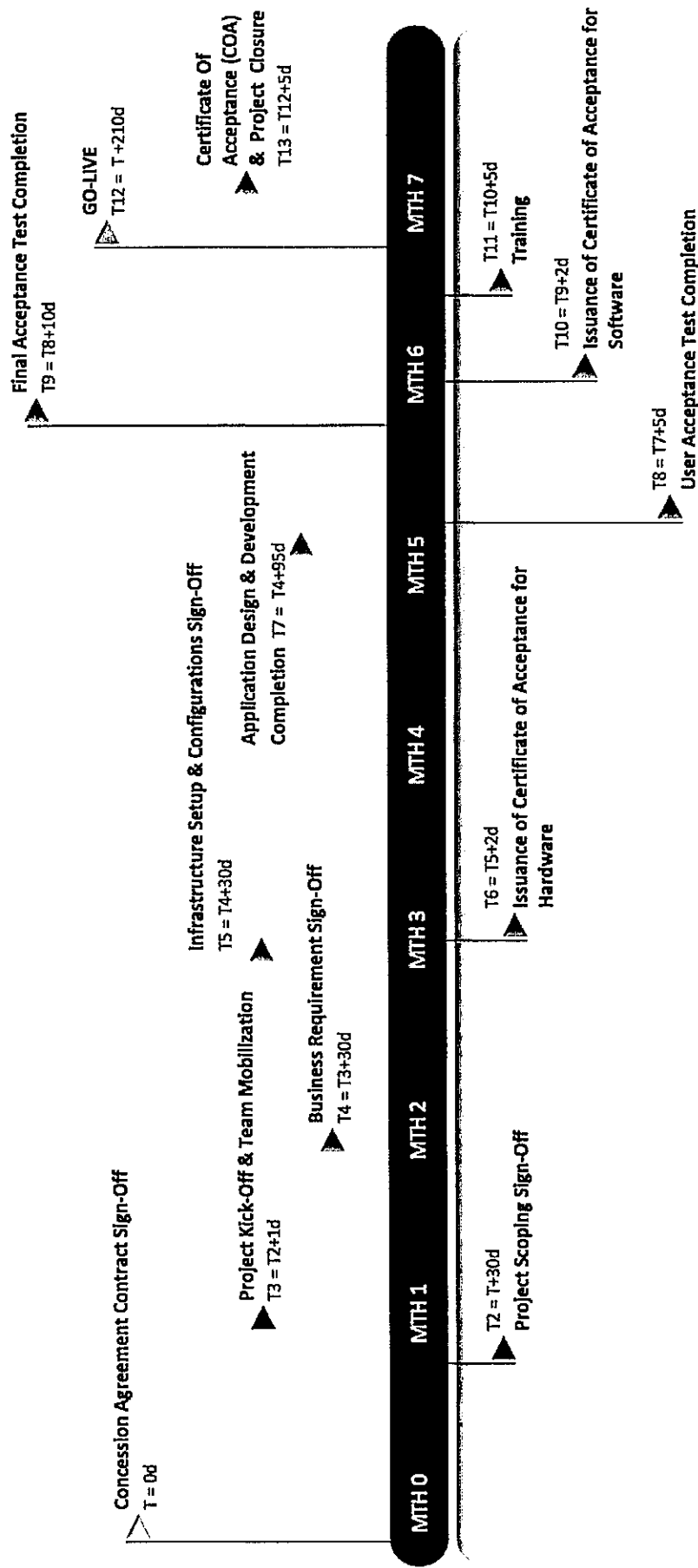
##### Final Acceptance Test Activities for Hardware

| No | Activity  |
|----|---|
| 1  | Plan Final Acceptance Testing for CIDB Green Card System Hardware |
| 2  | Identify Test Hardware  |
| 3  | Establish Hardware for Final Acceptance Test Environment          |
| 4  | Conduct Hardware Final Acceptance Test Readiness Review           |
| 5  | Execute Final Acceptance Test                                     |
| 6  | Complete Final Acceptance Test                                    |
| 7  | Issuance of Certificate of Final Acceptance                       |





# APPENDIX 5 IMPLEMENTATION PLAN



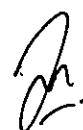
Legend  
d = days

**APPENDIX 6  
CRITICAL KEY MILESTONES**

| No | Critical Key Milestone  | CIDB's Obligation   |
|----|---|---|
| 1  | System Requirement Specification ("SRS") Sign-off             | CIDB shall provide SRS sign-off 14 days from the submission of SRS by Bayo  |
| 2  | One-time data upload  | CIDB shall provide one-time data upload 10 days upon SRS sign-off   |
| 3  | Application Programming Interface ("API") Development by CIMS | CIDB through its' respective vendor shall complete the API development 20 days from Bayo submission of Design Document ("IDD")                      |
| 4  | API Development by Bayo                                       | CIDB through its' respective vendor shall furnish IDD CIMS no later than 10 days from SRS sign-off  |
| 5  | API integration test & Sign Off                               | CIDB through its' respective vendor shall provide API integration test sign-off 5 days upon notification of completion of API development from Bayo |
| 6  | System Integration Test ("SIT") Sign-Off                      | CIDB shall provide SIT sign-off 5 days upon notification of readiness of of SIT by Bayo (for each module)   |
| 7  | Final Acceptance Test ("FAT") Sign-Off                        | CIDB shall provide FAT sign-off 5 days upon the receipt of the form of Certificate of Final Acceptance from Bayo                                    |

Note:

- 1) All integration charges to achieve Critical Key Milestones will be borne by the Company.
- 2) Should there be any delay in the duration of fulfilment of Critical Key Milestones as stipulated in the above table, the Development Works Period shall be extended correspond to such delay.

## APPENDIX 7 SERVICE LEVEL AGREEMENT

### 1. Card Order & Delivery

- Card stock order  
Bayo will make good of the delivery five (5) weeks from the date of receipt of Requisition Form ("RF") or any other form of notification from authorised personnel of CIDB.
- Card delivery  
Card will be delivered to CIDB Headquarters ("CIDB HQ") located in Kuala Lumpur and transportation cost will be borne by Bayo.

### 2. Card Printing

- Production capacity at minimum of 2,500 cards per day, coloured and double-sided printing.
- Each printer will be attached to a desktop personal computer.

### 3. Card Warranty

Error reading of EMV chip card

| No  | Turnaround Time for Card Replacement |   |
|---|--------------------------------------|---|
| 1   | First time defect                    | Immediate                                 |
| 3   | Second time onwards                  | 2 weeks upon confirmation of card defect. |
| Note: If the cause is not due to card defect, charges will be imposed on the cardholders. |                                      |   |


Note: The above warranty is only applicable in the event of card/chip defect.

### 4. Response and Resolution Time

Bayo is committed to give a fast response and resolution time to CIDB.

Issues reported to Bayo will be classified into severities as follows:

| Severity | Definition  | Response Time | Committed Resolution Time |
|----------|---|---------------|---------------------------|
| 1        | The CCPM application, card printer, enforcement application module and enforcement device is not operating at all or is operating in a severely incorrect manner. Any issue classified as a CIDB "Work Stoppage" issue resulting from a system failure, critical outage, or a matter of a sensitive nature. The issue affects the entire organization or a critical portion of the organization as described by CIDB. | 60 minutes    | 1 day                     |



| Severity | Definition  | Response Time | Committed Resolution Time |
|----------|---|---------------|---------------------------|
| 2        | CCPM application, card printer, enforcement application module and enforcement device is not operating in substantial conformance with the product specifications. The CIDB site is experiencing significant loss of productivity, but a reasonable workaround is proposed by CCPM application, printer, Enforcement application and enforcement handheld device support personnel. | 120 minutes   | 2 days                    |
| 3        | The CCPM application, card printer, enforcement application module and enforcement device is operating in substantial conformance with the product specifications, but is running with limited or reduced functionality. Problems encountered are intermittence, and would be consider a nuisance rather than being unable to perform a job or function.                            | 180 minutes   | 3 days                    |
| 4        | The CCPM application, card printer, enforcement application module and enforcement device is functioning in substantial accordance with the product specifications, but CIDB has questions concerning upgrades, performance, configuration and enhancements. This level is also used for general questions regarding the CCPM software's, features and functionality.               | 180 minutes   | 5 days                    |

**Notes:**

- If the problem is reported less than sixty (60) mins before the end of Bayo's official working hours, the helpdesk agent shall respond the next working day in accordance with the stipulated hours.
- The response time is defined as the time the helpdesk agent being responsive and attending to the complaint by phone, email or being present on-site (whichever is necessary) and shall include travelling time.

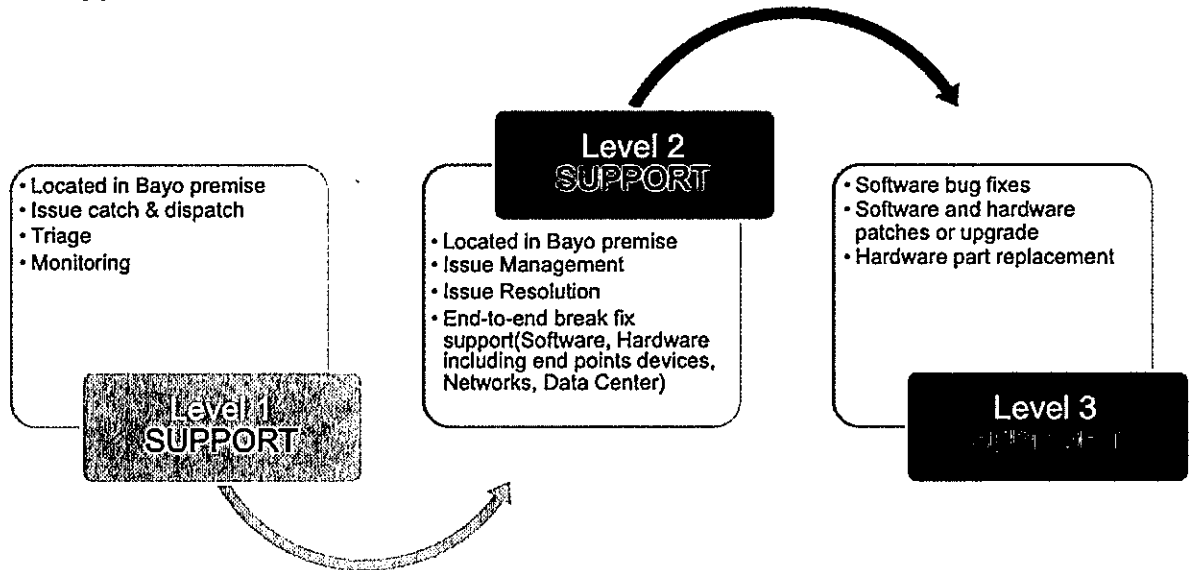
**5. Support hour**

Support hour is defined as Bayo's standard official hours i.e. 6 days a week, Sunday to Friday, from 8:00am to 6:00pm excluding public holidays.

## 6. Online Helpdesk System

Bayo will provide a 24/7 online helpdesk system for CIDB Personnel to log any issues. Bayo helpdesk agent will investigate based on the Support Level definition.

## 7. Support Level Definition



### Level 1 Support:

Level 1 Support is provided by Bayo authorized representative. User shall call up or email the helpdesk agent and explain the issues encountered with the CIDB Card Printing Module ("CCPM") application, card printer, Enforcement application module and enforcement device. The helpdesk agent shall resolve the reported issues accordingly. Should the issues not resolved within the response and resolution time of the support unit; the issues shall be escalated directly to Level 2 Support.

### Level 2 Support:

Level 2 Support is provided by Bayo. Upon receiving the request from Level 1 support, Bayo shall attend to and resolve the issue as described above. Level 2 support shall escalate issue to Level 3 support if necessary. Level 2 Support will monitor the incident until resolution.

### Level 3 Support:

Level 3 support may involve assistance from third party supplier. Upon receiving the request from Level 2 Support Bayo shall attend to and resolve the issue.

## 8. High Availability("HA") and Backup

CCPM will run on HA architecture. Bayo will also provide Backup solution for CCPM.

## 9. System Availability

- The CCPM availability is expected to be as below:

| Product Availability Matrix | Expected Target |
|-----------------------------|-----------------|
| CCPM Availability           | 99%             |

- Uptime will be monitored on a monthly basis.
- The service availability level is not applicable in the case of:
  - Scheduled downtime; and
  - Emergency maintenance notified to and acknowledged by CIDB as soon as reasonably practicable.



**APPENDIX 8**  
**ILLUSTRATION ON CALCULATION OF**  
**THE FORMULA ON THE COMPENSATION PAYMENT UNDER CLAUSE 22**

**1. INTRODUCTION**

The illustration in respect of the calculation of the formula set out in Clause 22.3.1 is prepared on the following basis/assumptions:

- (a) the Termination Date occurs in the fourth year of the Service Operation Period;
- (b) the Cards issued as at the Termination Date is 300,000 Cards;
- (c) Applicable Charges is RM25.00 per card;
- (d) the corresponding Malaysian Government Securities ("MGS") yield is as follows:

| Tenor | Rate (%) |
|-------|----------|
| 1     | 3.376%   |
| 2     | 3.439%   |
| 3     | 3.491%   |
| 4     | 3.642%   |
| 5     | 3.793%   |

**2. CALCULATION**

FV = 500,000 Cards (which is to be pro-rated at 100,000 Cards per year of the remaining Agreement Period).

$$PV = (100,000 * RM25.00)/(1 + 3.376\%)^1 + (100,000 * RM25.00)/(1 + 3.439\%)^2 + (100,000 * RM25.00)/(1 + 3.491\%)^3 + (100,000 * RM25.00)/(1 + 3.642\%)^4 + (100,000 * RM25.00)/(1 + 3.793\%)^5$$

PV is the compensation amount payable by CIDB to Bayo.

| Remaining Year | FV (RM)           |
|----------------|-------------------|
| 5              | 2,418,356         |
| 6              | 2,336,536         |
| 7              | 2,255,442         |
| 8              | 2,166,697         |
| 9              | 2,075,395         |
| <b>PV</b>      | <b>11,252,426</b> |



### 3. SUMMARY

Based on the illustration above, in the determination of any compensation payment to be made under Clause 22.3.1, the actual information as set out in Paragraph 1 above shall be determined at the point of the Termination Date.

A handwritten signature in black ink, appearing to be a stylized 'A' or '4' with a horizontal line.A handwritten signature in black ink, appearing to be a stylized 'B' or '2' with a horizontal line.



## APPENDIX 9 REVIEW OF CHARGES

### Formula for minimum revised Charges

For the purposes of calculating indexation pursuant to the Charges the following formula shall apply:

$$MS_n = (MS_{n-1} \times b/a)$$

**“MS<sub>n</sub>”**

means the Charges applicable immediately after the relevant Review Date

**“MS<sub>n-1</sub>”**

means the Charges applicable immediately before the relevant Review Date

**“a”**

means the value of CPI at a date 24 months prior to that used in the calculation of “b”

**“b”**

means the value of CPI immediately preceding the relevant Review Date

The “Consumer Price Index” shall mean the consumer price index of Malaysia as determined by Jabatan Perangkaan Malaysia.



## APPENDIX 10 OPERATION & MAINTENANCE SERVICES

- i. During the System Operation Period, the application system/software/hardware maintenance will include the following at no additional cost to CIDB:

| No | Software                                | Hardware                            |
|----|---|-------------------------------------|
| 1  | System Failure / Corrective Maintenance | Preventive and Remedial Maintenance |
| 2  | Preventive Maintenance                  | Corrective Maintenance              |
| 3  | Software Upgrades & Patches             | Health Check                        |

- ii. Scope Covered during System Operation Period:

| Scope of Services            | CIDB Application   |                | Hardware     |                    |                     |
|------------------------------|--------------------|----------------|--------------|--------------------|---------------------|
|                              | Non-Payment Module | Payment Module | Card Printer | Enforcement Device | Handheld QR Scanner |
| Helpdesk Support             | ✓                  | ✓              | ✓            | ✓                  | ✓                   |
| Phone and On-Line Support    | ✓                  | ✓              | ✓            | ✓                  | ✓                   |
| Technical support            | ✓                  | ✓              | ✓            | ✓                  | ✓                   |
| Remote Monitoring            | ✓                  | ✓              | N/A          | N/A                | N/A                 |
| On-site Support              | ✓                  | ✓              | ✓            | ✓                  | ✓                   |
| Proactive Server Monitoring  | ✓                  | ✓              | N/A          | N/A                | N/A                 |
| Scheduled Server Maintenance | ✓                  | ✓              | N/A          | N/A                | N/A                 |
| Performance Monitoring       | ✓                  | ✓              | N/A          | N/A                | N/A                 |
| Application Updates          | ✓                  | ✓              | NA           | NA                 | NA                  |

- iii. Technical Support at CIDB HQ

Bayo will provide staff stationed at CIDB HQ for technical support in relation to printing machine and equipment throughout the System Operation Period.




- iv. The online support is the core point of contact for all problems reporting. All inquiries or problems will be directed to our Help desk Support 6 days a week 8.00 a.m – 6.00 p.m via telephone, email and fax.

Our service support hours will be:

|                 |                     |
|-----------------|---------------------|
| Helpdesk Centre |                     |
| Sunday – Friday | 8.00 a.m – 6.00 p.m |
| Public holidays | Close               |

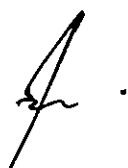


**APPENDIX 11**  
**HARDWARE REPLACEMENT PROGRAMME**

The Hardware Replacement Programme is a preventive measure put in place to avoid any hardware malfunction and breakdown that would impede the operation of the proposed solution.

The details of the Hardware Replacement Programme are stipulated in the following table:

| Replacement Year     | Items   |
|----------------------|---|
| 3 <sup>rd</sup> Year | Handheld QR scanner& Desktop Personal Computer                |
| 6 <sup>th</sup> Year | Handheld QR scanner, Card Printer & Desktop Personal Computer |
| 9 <sup>th</sup> Year | Handheld QR scanner & Desktop Personal Computer               |



## APPENDIX 12 TRAINING PROGRAMME

The following is the training arrangement provided by Bayo:

| No                          | Course Title  | No of Trainees | Course Duration | Total Classes |
|-----------------------------|---|----------------|-----------------|---------------|
| <b>Management Course</b>    |   |                |                 |               |
|                             | System Walkthrough and The Strategic Approach of The New CIDB Green Card System | 50             | 1 Day           | 1             |
| <b>IT Personnel Courses</b> |   |                |                 |               |
| 1.                          | CIDB Card Printing Module   | 10             | 1 Day           | 1             |
| 2.                          | Enforcement Module  | 10             | 1 Day           | 1             |
| 3.                          | Analytics Reporting   | 10             | 1 Day           | 1             |
| <b>User Courses</b>         |   |                |                 |               |
| 1.                          | CIDB Card Printing Module   | 15             | 2 Days          | 1             |
| 2.                          | Enforcement Module  | 50             | 1 Day           | 1             |
| 3.                          | Analytics Reporting   | 30             | 1 Day           | 1             |

Notes:

- Bayo shall bear the following costs:
  - i. Accommodation (applicable for courses 2 days and more);
  - ii. Venue;
  - iii. Training Materials; and
  - iv. Refreshments.
- Training method will be based on 'Train-the-Trainer' basis.
- Training will be organized three (3) times during the contract period and within Malaysia.




## APPENDIX 13 CARD

### Card Specification

Pre-printed EMV-certified prepaid contact chip card specification

|   |          |   |
|---|----------|---|
| 1 | Material | White PVC Matt/Glossy Surface   |
| 2 | Size     | 85.725 x 53.975 x 0.80mm (+/- Std ISO)  |
| 3 | Front    | CMYK +Std Payment Network logo/Specs+ Gold Chip   |
| 4 | Back     | CMYK + Std Payment Network hologram+ Payment Network Sign.Panel + 3 Track Hico Black Mag.Stripe |

Note: Subject to stock availability, specification of cards may vary. Bayo will source for alternative EMV-certified card with equivalent or higher specification.

### Card Illustration before final printing

Front view



Back view

Customer Care Hotline: +603 6211 4038 [www.bayo.my](http://www.bayo.my)





**AUTHORIZED SIGNATURE NOT VALID UNLESS SIGNED**

  
KETUA EKSEKUTIF



OT:06 1472083A 02/17 ICA12345

**Nota:**

1. Kad ini dikeluarkan oleh Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB)
2. Pemegang kad berumur 16 hingga 70 tahun dilindungi di bawah Skim Takaful Berkelompok CIDB mengikut tempoh sah kad.
3. Kad tidak melambangkan pemegangnya sebagai pegawai kerajaan / staf CIDB
4. Nombor disertakan bersamatreed menunjukkan Tahap Kekompetenan dicapai dan didaftarkan bagi kemahiran / kekompetenan pembinaan yang ditentukan CIDB.

Maklumat Tred : XXXO Tahap kemahiran/kekompetenan  
Jenis Tred

Tahap O : pemohon belum diperakui kemahiran/kekompetenan  
Tahap 1 dan ke atas : pemohon diperakui kemahiran/kekompetenan

5. Bagi sebarang keraguan, hubungi CIDB untuk pengesahan maklumat.

Note: Card design is subject to CIDB's requirement and approval.



