

(To Be Adopted On The Respective Bank's Letterhead)

Bank Guarantee No:

Date:

SURUHANJAYA PERKHIDMATAN AIR NEGARA  
(SPAN-KWSMP)  
GROUND & FIRST FLOOR  
PRIMA AVENUE 7  
BLOCK 3510, JALAN TEKNOKRAT 6  
63000 CYBERJAYA  
SELANGOR DARUL EHSAN

**BANK GUARANTEE FOR SEWERAGE CAPITAL CONTRIBUTION FOR  
[ PROJECT TITLE ]**

THIS GUARANTEE is made on the \_\_\_\_\_ day of \_\_\_\_\_

BY \_\_\_\_\_ (hereinafter called the "Guarantor")

**WHEREAS**

- A. Suruhanjaya Perkhidmatan Air Negara, with its business address at Ground Floor and First Floor, Prima Avenue, Block 3510, Jalan Teknokrat 6, 63000 Cyberjaya, (hereinafter referred to as "SPAN") is responsible for the control and operation of the Sewerage Capital Contribution Fund.
- B. \_\_\_\_\_(Co.No.XXXX), a company incorporated in Malaysia and having its registered/business address at XXXXX (hereinafter referred to as the "Developer") has upgraded/constructed part of the sewerage plant and associated sewerage works, and sewer network (hereinafter collectively referred to as "sewerage system") at \_\_\_\_\_ (full details of address preferred) in preparation and for the purpose of connecting the sewerage system to a public sewer.
- C. The Developer shall pay the balance of the Sewerage Capital Contribution (SCC) to SPAN after the total sewerage system upgrading cost is subtracted or set-off against/ from the SCC (hereinafter referred as "offset").

- D. Pursuant to recital C, above, the Guarantor agrees to guarantee the payment of SCC offset for a period of six (6) months from the date of Detail Breakdown of Upgrading Cost is forwarded to SPAN.

**NOW THE GUARANTOR HEREBY AGREES WITH SPAN AS FOLLOWS:**

1. Upon SPAN's first written demand, the Guarantor shall forthwith pay to SPAN the amount specified in such demands notwithstanding any contestation or protest by the Developer or Guarantor or any third party and without proof or conditions provided always that the total of all demands so made shall not exceed the sum of RINGGIT MALAYSIA : \_\_\_\_\_(RM\_\_\_\_\_) (hereinafter referred to as the "Guaranteed Sum".
2. SPAN reserves the right to make any partial demands if it shall so desire and the total of all such partial demands made shall not exceed the Guaranteed Sum and the liability of the Guarantor to pay SPAN the aforesaid shall correspondingly be reduced proportionate to the amount paid by the Guarantor pursuant to the partial demands made. .
3. The Guarantor shall not be discharged or released from this Guarantee by any arrangement with the Developer or any arrangement made between the Developer and SPAN and/or any third party in whatever manner with or without the consent of the Guarantor or by any forbearance whether as to payment, time, performance or otherwise.
4. Whenever SPAN makes a demand on the Guarantor, the Guarantor shall (subject to the proviso in paragraph 1) forthwith make to SPAN such payment of the amount so demanded and any dispute between SPAN , and the Developer and/or any third party as to the right of SPAN to make such a demand shall not in any way relieve the Guarantor from the obligation to pay upon such demand by SPAN.
5. This Guarantee given by the Guarantor is a continuing guarantee and shall be irrevocable and shall remain in force and effect for a period of One (1) year from \_\_\_\_\_ to \_\_\_\_\_ (inclusive). (hereinafter referred to as the 'Validity Period').

6. The liability of the Guarantor to make any payment hereunder shall arise upon receipt of a demand from SPAN to make such payment. Any demand from SPAN shall be submitted in writing not later than ninety (90) days after the expiry of the Validity Period.
  
7. Any failure by SPAN to demand for payment under this Guarantee (in accordance with the terms herein) within the period as specified in Clause 6 above shall discharge the Guarantor of all obligations and liabilities under this Guarantee without the need for any notice by the Guarantor to SPAN .
  
8. This Guarantee shall be construed in accordance with the laws of Malaysia, and the Malaysian Courts shall have jurisdiction to try any matter relating to this Guarantee.

**IN WITNESS WHEREOF** the Guarantor has hereunto set their hands the day and year first above written.

Signed for and on behalf of the said )  
**Guarantor** in the presence of )  
 )  
 )

.....  
 (Witness)

Name: ..... Name: .....

Designation: ..... Designation: .....

Banker's Stamp: