

Letter of Indemnity for Upgrading Works

(To be submitted together with WSIA/PDC/6)

Date: _____

TO : _____ (“Commission”)

PROJECT TITLE : _____ (“Project”)

DEVELOPER : _____ (“Developer”)

CONSULTANT : _____ (“Consultant”)

PERMIT HOLDER: _____ (“Contractor”)

The Developer has applied to National Water Services Commission (herewith referred to as Commission) to carry out upgrading and refurbishment works (“Works”) at the existing sewage treatment plant located at _____ (“the STP”) which is being operated and maintained by Service Licensee upon the direction of the Commission. The Developer has appointed the Contractor to carry out the Works at the STP.

In consideration of the Commission approving the Developer’s application for the Works and Service Licensee handing over the possession of the STP to the Developer to enable the Works to be carried out, the following terms shall apply;

- 1) The Developer hereby IRREVOCABLY AND UNCONDITIONALLY UNDERTAKES that the Developer shall at all times from the date hereof fully indemnify and hold the Commission and/or Service Licensee, harmless to the extent and in respect of all actions, suits, proceedings, demands, claims, liabilities, damages, losses, judgments and all costs arising out of or resulting from the Works including legal costs on a solicitors and client basis which may be suffered by, accrued against, be charged to or recoverable from the Commission and/or Service Licensee, arising out of the Works.
- 2) The Developer shall accept full responsibility for any breaches by the Developer, its employees, agents, Contractors, Sub-Contractor, Consultants, and any other persons in the upkeep, security, safety and health, operation and maintenance of the STP in all its entirety and associated appurtenances, for the purpose of such Works until specifically released by the Commission and/or Service Licensee in writing.
- 3) Upon a written demand from the Commission and/or Services Licensee, the Developer shall pay the Commission and/or Service Licensee the amount specified in the said demand notwithstanding any objections or protest by the Developer or any certificate of completion of Works. Such payment shall be made by the Developer within seven (7) working days of the issuance of the said written demand and paid in the manner stipulated by the Commission and/or Service Licensee.

- 4) The Developer shall comply with the provisions of any laws, regulations, by laws in force and further any conditions and directions imposed from time to time by the Commission in relation to the execution of the Works.
- 5) This Indemnity shall be governed by and construed in accordance with the laws of Malaysia and the Developer hereby agrees to submit to the exclusive jurisdiction of the Courts of Malaysia over any claim arising out of this Indemnity.
- 6) This Indemnity shall continue to be valid and binding on Developer the notwithstanding any change whether by way of amalgamation, reconstruction or otherwise in the constitution of the Developer and all successors entitled and assigned thereto.

The Developer understands and is aware of the full import of taking up such indemnities and is prepared to face and discharge its duties and responsibilities accordingly.

(Signature & Stamp)

(Signature & Stamp)

Developer:
Name:
I/C No. :
Developer License No. :

Licensed Contractor:
Name:
I/C No.:
Commission License No.:

For Official Use

Date received:
Reference No.:

c.c. Certifying Agency, Indah Water Konsortium
Operations & Maintenance Department, Indah Water Konsortium

