

ATTACHMENT 5

**KLAUSA PROGRAM KOLABORASI INDUSTRI (ICP) DI BAWAH PEROLEHAN KEMENTERIAN-KEMENTERIAN DAN AGENSI-AGENSI KERAJAAN**

- (a) Pihak Pembekal hendaklah melaksanakan program ICP melalui Perjanjian Utama ICP yang menggariskan obligasi Kerajaan dan pihak Pembekal berkenaan pelaksanaan ICP.
- (b) Pihak Pembekal dikehendaki untuk menandatangani Perjanjian ini dan Perjanjian Utama ICP secara serentak. Sekiranya Perjanjian Utama ICP tidak dapat ditandatangani secara serentak dengan Perjanjian ini, Perjanjian Utama ICP hendaklah ditandatangani sebelum Pembayaran Pertama sebagaimana dinyatakan dalam Jadual X (Jadual Pembayaran).
- (c) Pihak Pembekal bersetuju bahawa Kerajaan berhak untuk menangguhkan Pembayaran Ke-empat seperti yang dinyatakan dalam Jadual X (Jadual Pembayaran) sekiranya pihak Pembekal gagal/mungkir/abai di dalam mematuhi klausa (b) di atas.

**KLAUSA BON PELAKSANAAN**

- (a) Sebagai jaminan bagi pelaksanaan obligasi-obligasi Pembekal bagi Program Kolaborasi Industri (*Industrial Collaboration Programme-ICP*), Bon Pelaksanaan yang dikemukakan oleh Pembekal seperti yang dinyatakan di dalam Jadual X (Bon Pelaksanaan) Perjanjian ini hendaklah digunakan sebagai Bon Pelaksanaan bagi Program Kolaborasi Industri (*Industrial Collaboration Programme-ICP*) sekiranya pihak Pembekal gagal/mungkir/abai di dalam menjalankan obligasi Pembekal berkenaan pelaksanaan ICP.

- (b) Bon Pelaksanaan tersebut hendaklah kekal sah laku:
- (i) bermula dari tarikh ia dikeluarkan sehingga dua belas (12) bulan selepas tamat Tempoh Tanggungan Kecacatan (*Defect Liability Period*)
  - (ii) atau selepas pengeluaran Perakuan Siap Memperbaiki Kecacatan (*Certificate of Completion of Making Good Defect*), mengikut mana yang terkemudian; atau
  - (iii) sekiranya Perjanjian ini ditamatkan, sehingga dua belas (12) bulan selepas Perjanjian Utama ICP ditamatkan atau dua belas (12) bulan selepas tarikh tamat tempoh Perjanjian Utama ICP, mengikut mana yang terkemudian.  
(selepas ini dirujuk sebagai “Tempoh Sah Bon Pelaksanaan”)
- (c) Sekiranya tuntutan atau potongan dibuat oleh Kerajaan ke atas Bon Pelaksanaan tersebut yang menyebabkan jumlah jaminan bank/insurans tersebut berkurangan daripada jumlah yang dinyatakan di Klausula (a) di atas, maka Pembekal hendaklah mengemukakan Bon Pelaksanaan tambahan supaya nilai Bon Pelaksanaan yang dipegang oleh Kerajaan bersamaan dengan nilai yang dinyatakan di bawah Klausula (a) di atas.

**INDUSTRIAL COLLABORATION PROGRAMME (ICP) CLAUSE UNDER THE PROCUREMENT BY GOVERNMENT MINISTRIES OR AGENCIES**

- (a) The Supplier shall implement ICP through the First Tier ICP Agreement which outlines the obligations of the Government and the Supplier regarding to the implementation of ICP.
- (b) The Supplier shall execute this Agreement and the First Tier ICP Agreement simultaneously. In the event the First Tier ICP Agreement cannot be executed simultaneously with this Agreement, the First Tier ICP Agreement shall be executed prior to first payment as specified in Schedule X (Schedule of Payment)
- (c) The Supplier agrees that the Government shall be entitled to defer the fourth payment as specified in Schedule X (Schedule of Payment) in case of the Supplier's failure to comply with this clause.

**PERFORMANCE BOND CLAUSE**

- (a) As a security for the due and successful performance and fulfilment of all its obligations under Industry Collaboration Program (ICP), the duly executed Performance Bond issued by the Supplier which is attached in Schedule X (Performance Bond) of this Agreement shall also be used as a Performance Bond for Industry Collaboration Program (ICP) in the event that the Supplier fails / default / neglect in carrying out the obligations in respect of the implementation of the ICP Program.

- (b) The Performance Bond shall remain and continue to be valid —
- (i) from the date of its issuance up to twelve (12) months after the end of the Defect Liability Period or after the issuance of the Certificate of Completion of Making Good Defect, whichever is later; or
  - (ii) in the event this Agreement is terminated, up to twelve (12) months after the First Tier ICP Agreement is terminated or twelve (12) months after the expiry date of the First Tier ICP Agreement, whichever is later,
- (hereinafter referred to as the “Performance Bond Validity Period”).
- (c) In the event that any claim or deduction made by the Government on the Performance Bond as a result of the breach by the Supplier, reduce the value of the bank guarantee / insurance stated in Clause (a) above the Supplier shall submit an additional Performance Bond to maintain the value of the Performance Bond specified under Clause (a) above.

**KLAUSA PROGRAM KOLABORASI INDUSTRI (ICP) DI BAWAH PEROLEHAN SYARIKAT-SYARIKAT PEGANGAN KERAJAAN (GOC)**

- (a) Pihak Pembekal hendaklah melaksanakan program ICP melalui Perjanjian Utama ICP yang menggariskan obligasi Kerajaan Malaysia, [Syarikat Pegangan Kerajaan] dan pihak Pembekal berkenaan pelaksanaan ICP.
- (b) Pihak Pembekal dikehendaki untuk menandatangani Perjanjian ini dan Perjanjian Utama ICP secara serentak. Sekiranya Perjanjian Utama ICP tidak dapat ditandatangani secara serentak dengan Perjanjian ini, Perjanjian Utama ICP hendaklah ditandatangani sebelum Pembayaran Pertama sebagaimana dinyatakan dalam Jadual X (Jadual Pembayaran).
- (c) Pihak Pembekal bersetuju bahawa [Syarikat Pegangan Kerajaan] berhak untuk menangguhkan Pembayaran ke-\_\_\_\_\_ seperti yang dipersetujui oleh [Syarikat Pegangan Kerajaan] dan Kerajaan Malaysia sekiranya pihak Pembekal gagal/mungkir/abai di dalam mematuhi klausa (b) di atas.

**KLAUSA BON PELAKSANAAN**

- (a) Sebagai jaminan bagi pelaksanaan obligasi-obligasi Pembekal bagi Program Kolaborasi Industri (*Industrial Collaboration Programme-ICP*), pihak Pembekal hendaklah mengemukakan kepada pihak [Syarikat Pegangan Kerajaan], dalam tempoh masa Empat Belas (14) hari daripada tarikh Perjanjian Utama ICP, suatu Bon Pelaksanaan yang tidak boleh dibatalkan bernilai **lima peratus (5%) daripada Nilai Kontrak Perbekalan sebanyak Ringgit Malaysia XXX (RM XXX) sahaja** di dalam bentuk jaminan bank/insurans yang dikeluarkan oleh bank atau syarikat insurans yang berlesen dan beroperasi di Malaysia

- (b) Bon Pelaksanaan tersebut hendaklah dituntut sekiranya pihak Pembekal gagal/mungkir/abai di dalam menjalankan obligasi Pembekal berkenaan pelaksanaan ICP
  
- (c) Bon Pelaksanaan tersebut hendaklah kekal sah laku:
  - (i) sekiranya Perjanjian ini ditamatkan, sehingga dua belas (12) bulan selepas Perjanjian Utama ICP ditamatkan atau dua belas (12) bulan selepas tarikh tamat tempoh Perjanjian Utama ICP, mengikut mana yang terkemudian.  
  
(selepas ini dirujuk sebagai “Tempoh Sah Bon Pelaksanaan”)
  
- (d) Sekiranya tuntutan atau potongan dibuat oleh [Syarikat Pegangan Kerajaan] ke atas Bon Pelaksanaan tersebut yang menyebabkan jumlah jaminan bank/insurans tersebut berkurangan daripada jumlah yang dinyatakan di Klausa (a) di atas, maka Pembekal hendaklah mengemukakan Bon Pelaksanaan tambahan supaya nilai Bon Pelaksanaan yang dipegang oleh [Syarikat Pegangan Kerajaan] bersamaan dengan nilai yang dinyatakan di bawah Klausa (a) di atas.

**INDUSTRIAL COLLABORATION PROGRAMME (ICP) CLAUSE UNDER THE PROCUREMENT BY GOVERNMENT OWNED COMPANIES (GOC)**

- (a) The Supplier shall implement ICP through the First Tier ICP Agreement which outlines the obligations of the Government, GOC and the Supplier regarding to the implementation of ICP.
- (b) The Supplier shall execute this Agreement and the First Tier ICP Agreement simultaneously. In the event the First Tier ICP Agreement cannot be executed simultaneously with this Agreement, the First Tier ICP Agreement shall be executed prior to first payment as specified in Schedule X (Schedule of Payment)
- (c) The Supplier agrees that the GOC shall be entitled to suspend payment of \_\_\_\_\_ as agreed by the GOC or the Government of Malaysia if the supplier fails/deny/ignore in compliance with clause (b) above.

**PERFORMANCE BOND CLAUSE**

- (a) As a security for the due and successful performance and fulfilment of all its obligations under Industry Collaboration Program (ICP), the Supplier shall furnish the GOC within fourteen (14) days from the date of the First Tier ICP Agreement, an irrevocable performance bond for the amount of **Ringgit Malaysia XXX (RM XXX) only being equivalent to five percent (5%) of the total Contract Sum** in the form of a bank guarantee/insurance issued by the bank (onshore) and licensed insurance company which operated in Malaysia (Performance Bond).
- (b) Performance Bond shall be called upon in the event that the Supplier fails / default / neglect in carrying out the obligations in respect of the implementation of the ICP Program.
- (c) The Performance Bond shall remain and continue to be valid —

- (i) in the event this Agreement is terminated, up to twelve (12) months after the First Tier ICP Agreement is terminated or twelve (12) months after the expiry date of the First Tier ICP Agreement, whichever is later,

(hereinafter referred to as the “Performance Bond Validity Period”).

- (d) In the event that any claim or deduction made by the GOC on the Performance Bond as a result of the breach by the Supplier, reduce the value of the bank guarantee / insurance stated in Clause (a) above the Supplier shall submit an additional Performance Bond to maintain the value of the Performance Bond specified under Clause (a) above.



ATTACHMENT 6

**RELIEF OF OBLIGATION LETTER**

Reference No. :

Date :

**To: ICP PROVIDER (Full name and address)**

Dear Sir,

**RELIEF OF OBLIGATION: INDUSTRIAL COLLABORATION PROGRAM (ICP)  
FOR PROCUREMENT OF XXXXX**

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This is in reference to the First Tier ICP Agreement for the procurement of \_\_\_\_\_, Reference No. \_\_\_\_\_, signed on \_\_\_\_\_ between \_\_\_\_\_ (ICP Provider), and the Government of Malaysia.

2. It is acknowledged that \_\_\_\_\_ (ICP Provider) has fully implemented ICP Projects as follows:

- i) Project 1: \_\_\_\_\_
- ii) Project 2: \_\_\_\_\_
- iii) Project 3: \_\_\_\_\_
- iv) Project *n*: \_\_\_\_\_

3. It is also acknowledged \_\_\_\_\_ (ICP Provider) has fulfilled the obligation requirements set out in the Policy and Guidelines on ICP, and has achieved ICP Credit Value of **RM**\_\_\_\_\_. This amount generates an excess of **RM**\_\_\_\_\_ (as compared to the Mandatory ICP Credit Value of **RM**\_\_\_\_\_) which entitled for ICP Credit Banking.

4. In this regard, the Government of Malaysia hereby **reliefs the ICP obligations** of \_\_\_\_\_ (ICP Provider) for the above-stated procurement effective from the date of this letter.

5. The Government of Malaysia wish to thank you for the cooperation and commitment in implementing the ICP. Documents and records related to the implementation of this ICP programme are being kept by Technology Depository Agency Berhad (TDA) for future reference.

Thank you.

**“SERVING THE NATION”**

Yours sincerely,

.....  
**Name**

**Position**

Ministry of Finance

On behalf: Chairman of MIEC/ Appointed Approving Authority