

**BANK GUARANTEE FOR DESIGN GUARANTEE BOND**

Bond No : .....

By: (Banker) ..... (hereinafter referred as "the Guarantor")

To: Majlis Amanah Rakyat (hereinafter referred as "MARA")

**WHEREAS**

- A. MARA has entered into a written contract no. .... dated .....with (Contractor) ..... (hereinafter referred as "Contractor") for ..... (hereinafter referred as "the Works").
- B. At the request of the Contractor and in the consideration of MARA accepting this Bank Guarantee for Design Guarantee Bond (hereinafter referred as "Design Guarantee Bond") in relation to the obligation of the Contractor to provide MARA security for the purpose of ensuring the design, workmanship, materials or equipment of the Works against any defect, fault, insufficiency, imperfection, shrinkages or inadequacy, the Guarantor unconditionally and irrevocably undertakes to pay on demand any sum which may from time to time be demanded by MARA.

Now the Guarantor hereby agrees with MARA, as follows:

- (1) The Guarantor shall within fourteen (14) Business Days after receiving notice of demand pay to MARA to the sum so demanded notwithstanding any contestation or protest by the Contractor or any other third party and without the proof or conditions. Provided that the total of all demands so made shall not exceed the sum of Ringgit Malaysia .....(RM.....) (hereinafter referred as "the said sum") and the total amount recoverable against guarantor under this guarantee shall not exceed the said sum. 'Business Days' means the days which commercial banks are open for business in Malaysia and other than Saturday or Sunday.
- (2) MARA reserves the right to make any partial demands if it shall so desire and the total of such partial demands so made shall not exceed the sum as stated in paragraph (1) above and as the liability of the Guarantor to MARA shall correspondingly be reduced proportionate to any payment of partial demands having been made.

(3) The Design Guarantee Bond given by Guarantor is a continuing Design Guarantee Bond and Guarantor shall not be discharged or release from this Design Guarantee Bond by any arrangement between the Contractor and MARA.

(4) The Guarantee Bond given by the Guarantor is irrevocable and shall remain in force until ..... that is for a period of five (5) years six (6) months after the completion of the Works

Given under our hand this ..... Day of ..... 20....

|                                 |   |                     |
|---------------------------------|---|---------------------|
| Signed for and on behalf of the | ) | .....               |
| Guarantor in the presence of    | ) | Name : .....        |
|                                 | ) | Designation : ..... |
|                                 | ) | Bank Seal:          |

.....  
(Witness)

Name : .....  
Designation : .....  
Bank Seal: