

Our Ref. : ACSB(CD)/AME/MERCY ADVANCES RESOURCES/MAINLINE/ECE1/LA-SC/(07)17-209

Date : 17 JUL 2017

MERCY ADVANCES RESOURCES47A, Jalan Memanda 9, Ampang Points,
68000 Ampang, Selangor Darul Ehsan.

Tel No. : 012 - 685 9523

E-Mail : mercyadvancesresources@yahoo.com

Attn : Encik Mohd Shaffie Bin Omar

Dear Sir,

**TITLE OF CONTRACT : PRIVATISATION, OPERATION AND MAINTENANCE OF
EAST COAST EXPRESSWAY (PHASE 1)**
CONTRACT NO. : ACSB/AME/RM/TML/W4/17-A-1-7
CONTRACTOR : MERCY ADVANCES RESOURCES

LETTER OF ACCEPTANCE**ROUTINE MAINTENANCE WORKS (MAINLINE) FOR SECTION W4 AT KM 136.00 TO
KM 156.00**

1. We, **Alloy Maintenance Engineering Sdn Bhd** (hereinafter referred to as "the Employer") are pleased to inform you that your offer to undertake and complete the abovementioned works (hereinafter referred to as "the Works") for a sum of **Ringgit Malaysia : Three Hundred Sixty Four Thousand Two Hundred Only (RM 364,200.00)** (hereinafter referred to as "Contract Sum") is accepted subject to the following conditions :-

- a) Binding Contract & Compliance with the Terms and Conditions

This Letter of Award shall be read together with the Contractor's Quotation, the Bill of Quantities/Schedule Of Prices ("Tender Submission") as set out in **Appendix 1** herein and the Terms and Conditions of Contract/Sub-Contract attached herein/ provided/to be provided to the Contractor. A binding contract is deemed to have been entered between the Employer and the Contractor upon acceptance of this Letter of Award by the Contractor on the terms and conditions of this Letter of Award whether or not further sub-contract agreement/contract agreement is executed between the Employer and the Contractor ("Contract Agreement").

In the event any of the terms and conditions herein is inconsistent or repugnant to the terms contained in the Terms and Conditions of Contract/Sub-Contract and/or Contract Agreement in form and substance, the terms contained in the Letter of Award shall prevail only to the extent of the inconsistency. The Contractor is required at all times to ensure strict compliance with the Tender Submission and Terms And Conditions of Contract/Sub-Contract.

- b) Prices and Rates

The prices and rates in the Bill of Quantities/Schedule Of Prices set out in **Appendix 1** shall be subjected to further rationalization and adjustment by the Employer as to ensure its reasonableness but shall not affect the Contract Sum as mentioned above which shall remain unaltered and the Employer's decision on this shall be final. Any terms not mentioned in the Bill of Quantities/Schedule Of Prices but deemed required to meet the intended specification/performance shall be considered as included in the overall Contract Sum.

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2. The Date of Commencement of Works and the Date of Completion of the Works shall be as stated in Item B of Appendix 1. The period effective from the Date of Commencement up to the Date of Completion shall be referred to as the "Period" of the Works.
3. The payment of the Contract Sum shall be made to the Contractor within the period as stated in Item B (iv) of Appendix 1 herein.
4. The Contractor is required to liaise closely with the Employer's authorized personnel as stated in Item B (iii) of Appendix 1 herein for the detailed planning and implementation of the Works. The Contractor is required to adhere to the approved work programme/work schedule ("Work Programme") so as to achieve a timely execution and/or completion of the Works.
5. If the Contractor at any time during the Period of the Works shall be in default in any of the events of default expressly provided herein and/or in the Terms and Conditions of Contract/Sub-Contract and failed to comply with the approved Work Programme, the Employer may at its sole discretion, terminate the Contract and appoint any third party to complete the Works without having to compensate any loss of profits to the Contractor but shall have the right to claim for any costs, damages and losses incurred from the Contractor arising from the appointment of third party.
6. This Letter of Award is issued to you in triplicate (one (1) original and two (2) duplicates). Please acknowledge your agreement to the terms stated herein by signing at the Acknowledgement part below and return the original and one (1) duplicate copy, duly signed and witnessed where indicated, to us within fourteen (14) days from the date of this Letter of Award and you may retain one (1) duplicate copy for your record. Unless expressly waived by the Employer, if the duly executed original and one (1) duplicate copy of this Letter of Award are not received by the Employer within the aforesaid period, this Letter of Award and Contract shall be deemed as null and void and the Contractor shall not be entitled to claim any compensation from the Employer.

Thank you.

Yours faithfully,
For and on behalf of the Employer



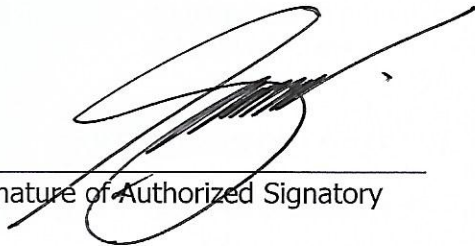
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Tan Sri Dr. Azmil Khalid
President & CEO



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ACKNOWLEDGEMENT OF CONTRACTOR

The undersigned, for and on behalf of the Contractor named above, hereby acknowledge receipt of this Letter of Award, and confirm the terms and conditions stipulated herein and in the Terms and Conditions of Contract / Sub-Contract are accepted and agreed by us.



Signature of Authorized Signatory



Signature of Witness

Name in Full : **MOHD SHAFFIE BIN OMAR**

NRIC No. : **830813-14-5593**

Designation : **MANAGER**

Date : **20.7.2017**

Name in Full : **MUHAMMAD HAFIZ B. ABDUL MAREK**

NRIC No. : **74114-06-5079**

Designation : **PROJECT MANAGER**

Date : **20/07/17**

Contractor's Common Seal or Company's Stamp :



Appendix 1

A) TENDER SUBMISSIONS

- i) **CONTRACTOR'S QUOTATION**
- ii) **BILL OF QUANTITIES/SCHEDULE OF PRICES**

(~~Lump-Sum~~ / Firm Price / Provisional-Price)
*delete whichever not applicable

B) PARTICULARS OF CONTRACT

- i) **Date of Commencement** : **01 – August – 2017**
- ii) **Date of Completion** : **31 – July – 2018**
- iii) **Employer's Authorized Personnel** : **Encik Wan Mohd Amiruddin Wan Hamzah**
- iv) **Payment Term** : **30 days from the date of the approved Interim Payment Certificate.**

