**This Addendum No. 2 to the Conditions of Contract PWD 203A (Rev. 1/2010) consisting of 2 pages (including this page) which are and shall be read and construed as part of the said Contract.**

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| …………………………………  Signature of Contractor |  | ………………………………………  Signature of Officer |
| Name In Full :………………………………… |  | Name In Full :…………………………….. |
| I.C No. : ………………………………………. |  | I.C No. : …………………………………… |
| In the capacity of ……………………………. |  | In the capacity of ………………………… |
| Duly authorised and sign on behalf of  Contractor’s Chop or Seal |  | Duly authorised and sign on behalf of the Government  Official Chop or Seal |
| Witness: ……………………………………… |  | Witness : ………………………………….. |
| Name In Full : (………………………………..) |  | Name In Full : (…………………….……….) |
| I.C No. : ………………………………………. |  | I.C No. : …………………………………… |
| Occupation : …………………………………. |  | Occupation : ……………………………… |
| Address : ……………………………………….........  …………………………………………….  …………………………………………… |  | Address : ………………………………………………  ……………………………………………..    ……………………………………………… |

**ADDENDUM NO. 2 TO THE CONDITIONS OF CONTRACT**

**P.W.D. FORM 203/203A (Rev. 1/2010)**

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| **NO. AMENDMENTS** |

1. **Page 10, Clause 10**

**10.0 PERFORMANCE BOND**

1.1 Substitute the Clause 10.1 with the new Clause 10.1 as follows:

10.1 The Contractor shall, as a condition precedent to the commencement of any work deposit with the Government a Performance Bond substantially in the form as set out in Appendix [ ] issued by an approval licensed bank or financial institution incorporated in Malaysia in favour of the Government for a sum equivalent to five percent (5%) of the Contract Sum to secure the due performance of the Contractor’s obligations under this Contract. The Performance Bond shall remain valid and effective from the date of issuance until **\*twelve (12) / twenty four (24) months** after the expiry of the Defect Liability or the issuance of the Certificate of Completion of Making Good Defects, whichever is the later.

1.2 Substitute the Clause 10.2 with the new Clause 10.2 as follows:

10.2 If the Contractor fails to submit the said Performance Bond in the form as specified

under clause 10.1 by the Date for Possession, the Contractor shall be deemed to have opted for a Performance Bond in the form of a Performance Guarantee Sum instead whereby deductions of ten percent (10%) shall be made from every interim

payments until the total amount deducted is equivalent to a five percent (5%) of the Contract Sum. The amount deducted shall be retained by the Government up to **\*twelve (12) / twenty four (24) months** after the expiry of the Defect Liability Period or the issuance of the Certificate of Completion of Making Good Defects, whichever is the later.

\*Delete whichever is not applicable

Contract sum up to RM10 million : twelve (12) months,

Contract sum more than RM10 million : twenty four (24) months