

Information Guide

For Corporate Green Power Programme
(For Solar PV Plant)

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1.0 Objectives

1.1. This information Guide is issued by the Commission for the following purposes:

- a) to introduce the Corporate Green Power Programme in Peninsular Malaysia as a platform to facilitate the business entities on the use of renewable energy in their business operation;
- b) to describe the basic principles of the Corporate Green Power Programme;
- c) to set out the conditions and qualifications for participation in the Corporate Green Power Programme;
- d) to outline the application and approval process and documents to be submitted for participation in the Corporate Green Power Programme;
- e) to set out the roles, functions and responsibilities of the relevant parties under the Corporate Green Power Programme; and
- f) to provide for any other matters which may be or incidental to the implementation of the Corporate Green Power Programme.

2.0 Application of the Guide

2.1. The Guide is for the information of and applicable to:

- a) the Solar Power Producers;
- b) the Corporate Consumers;
- c) the Electricity Utility Companies in Peninsular Malaysia;
- d) any parties who are involved in the implementation and operation of the Corporate Green Power Programme such as the Electrical Contractors, the Competent Persons, the solar system service providers and the consulting engineers;
- e) any parties who intend to participate in the Corporate Green Power Programme.

- 2.2. This Guide is not intended in any way to circumvent the application of and the obligations or requirements under any other written laws, and any regulatory frameworks, guidelines and industrial standards. Any person who wishes to participate in the Corporate Green Power Programme shall refer to the relevant laws and such frameworks and documents issued by the relevant authorities for further information if required.
- 2.3. The participants shall be fully responsible for any decisions taken in relation to the preparation and submission of the application for participation in the Programme whether or not in reliance on any information supplied by the Energy Commission, the Single Buyer or any other parties or any of their personnel or representatives.

3.0 Interpretation, Terms and Definitions

3.1. In this Guide, unless the contrary intention appears:

- a) the terms used shall have the same meaning as in the Act, the Regulations, the Guidelines for New Enhanced Despatch Arrangement, the Guidelines for Single Buyer Market and Codes made under the Act;
- b) the singular includes the plural and the plural includes the singular;

3.2. In these Guide, unless the context requires, the definitions of the terms are as follow:

| Term | Definition |
|---------------------------|---|
| Act | means the Electricity Supply Act 1990, including any subsequent amendments. |
| applicant | means a Solar Power Producer who applies to participate in the Corporate Green Power Programme. |
| BESS | means battery energy storage system. |
| Commission (or ST) | means Energy Commission established under the Energy Commission Act 2001 (Act 610). |

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| Competent Person | means a person who holds a certificate of competency issued by the Commission under the Electricity Regulations 1994 to perform work in accordance with the restrictions, if any, stated in the certificate. |
| consumer | means a person who is supplied with electricity or whose premises are for the time being connected for the purpose of supply of electricity by an Electricity Utility Company. |
| Corporate Consumer (or CC) | means a consumer who participates in the Corporate Green Power Programme. |
| Corporate Green Power Agreement (or CGPA) | means a virtual power purchase agreement between a Corporate Consumer and a Solar Power Producer under the Corporate Green Power Programme for the virtual supply of energy. |
| Distribution Code | means the Distribution Code for Peninsular Malaysia, Sabah and F.T Labuan (Amendment) 2017. |
| Electricity Utility Company (or EUC) | means the holder of a license granted by the Commission under Section 9 of the Act to distribute and supply electricity in the Peninsular Malaysia with the electricity supplied from the Single Buyer Market. |
| Electrical Contractor | means a person who holds a Certificate of Registration as an Electrical Contractor issued under the Electricity Regulations 1994. |
| electricity supply system | means the electricity transmission system and distribution system used, worked or operated by an Electricity Utility Company. |
| Grid System Operator (or GSO) | has the same meaning as the “System Operator” in the Grid Code for Peninsular Malaysia. |

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| Guide | means this document, the Information Guide for Corporate Green Power Programme (for Solar PV Plant). |
| installation | means the whole of any plant or equipment under one ownership or, where a management is prescribed, the person in charge of the same management, designed for the supply or use, or both, as the case may be, of electricity; including prime movers, if any, with all necessary plant, buildings and land in connection therewith, pipe line, supply line, electricity supply infrastructure, domestic and non-domestic electrical installation and consuming apparatus, if any. |
| kW | means kilowatt in alternating current (or a.c.) rating. |
| kWh | means kilowatt-hour. |
| kWp | means kilowatt peak in direct current (or d.c) rating. Rated kWp in relation to a PV Installation means the maximum direct current power such solar PV modules can produce under standard test conditions of 1,000 watts per square meter of solar irradiation and 25 degrees Celsius ambient temperature. |
| MW | means megawatt or 1,000 kW in a.c. rating. |
| MWh | means megawatt-hour. |
| MWp | means megawatt peak or 1,000 kWp peak in d.c. rating. |
| New Enhanced Dispatch Arrangement (or NEDA) | has the same meaning as in the Guidelines for New Enhanced Dispatch Arrangement. |
| NEDA Rules | has the same meaning as in the Guidelines for New Enhanced Dispatch Arrangement. |

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| Programme | means the Corporate Green Power Programme as provided for under this Guide. |
| Single Buyer (or SB) | has the same meaning as the “Single Buyer” in the Act. |
| Single Buyer Market | has the same meaning as in the Guidelines for Single Buyer Market. |
| solar photovoltaic system (or solar PV system) | means a system converting sunlight directly to electricity which includes solar PV cells, PV modules, inverter, the associated switching, protection and control devices, cables, and other related equipment and devices. |
| solar power plant | An installation using solar PV system to produce electricity and may includes the battery energy storage system installed at the same site. |
| Solar Power Producer | means a solar power plant developer or a solar power plant owner who is applying to participate, or participating in, the Corporate Green Power Program. |
| system | means an electrical system in which all the conductors and equipment are electrically or magnetically connected. |
| System Marginal Price (or SMP) | has the same meaning as in the Guidelines for Single Buyer Market (Peninsular Malaysia). |

4.0 Introduction

4.1 The Malaysian Government has implemented a number of initiatives in the last ten years to facilitate and accelerate the generation and use of renewable energy such as feed-in tariff, net energy metering, self-consumption and large scale solar power plants. The target of 20% of renewable energy capacity in the generation capacity mix set for the year 2020 has been achieved. However, to further increase the generation and use of renewable energy, the Government has decided to introduce the Corporate Green Power

Programme using the virtual power purchase agreement mechanism as yet another initiative to provide an opportunity for business entities, both local and multi-national, to participate in the promotion and use renewable energy in their business operation.

- 4.2 Energy Commission has been entrusted by the Ministry of Energy and Natural Resources to launch the Corporate Green Power Programme for renewable energy. Under the Programme an eligible Corporate Consumer, while as a normal consumer of the Electricity Utility Company, can have an agreement, called the Corporate Green Power Agreement, with a Solar Power Producer for the virtual sale and purchase of the renewable energy produced by the solar power plant under a mutually agreed terms and conditions and price structure, including the value of any credits or financial benefits which are available or may become available for reductions of greenhouse gas emission earned from the generation of solar energy by the solar power plant. This will enable the Corporate Consumers to enhance their corporate image in the effort to contribute to the reduction of carbon dioxide emission by using renewable energy while at the same time, being backed up and supplied with secure and reliable power by the Electricity Utility Company.
- 4.3 The Corporate Green Power Agreement is a commercial agreement between the Solar Power Producer and the Corporate Consumer.
- 4.4 The solar power plant shall be completed not later than the year 2025, unless otherwise approved by the Commission.

5.0 The Corporate Green Power Programme - the Malaysian Model

- 5.1 There are three parties in the energy delivery and transaction process under the Corporate Green Power Programme:
 - a) The Solar Power Producer;
 - b) The Corporate Consumer; and
 - c) The Electricity Utility Company.

The Solar Power Producer shall develop, own and operate the solar power plant. The energy produced by the solar power plant is exported through the electricity supply system of the Electricity Utility Company in accordance with the NEDA Rules. The electricity supply for the Corporate Consumer is provided by the Electricity Utility Company, however the Corporate Consumer can have a virtual

power purchase agreement with the Solar Power Producer for the virtual supply of solar energy. The Electricity Utility Company pays the Solar Power Producer the electricity exported to the electricity supply system based on the actual System Marginal Price in accordance with the NEDA Rules.

- 5.2 In reality, the electricity supplied to the Corporate Consumer is not directly from the solar power plant but from a pool of generation sources connected to the electricity supply system. When the solar power plant is not producing electricity or not producing enough electricity, other generation sources will have to top up the supply to meet the demand of the Corporate Consumer. The quality of electricity supply and services of the Electricity Utility Company for the Corporate Consumer will be the same as for other normal consumers. As such the Electricity Utility Company will charge the Corporate Consumer according to the tariff for a normal consumer in the same category.
- 5.3 Under the Corporate Green Power Agreement (CGPA), the Corporate Consumer will purchase the energy produced by the Solar Power Producer based on an agreed price or price structure. If the SMP is higher than the CGPA price, the Solar Power Producer will pay the Corporate Consumer the difference between the actual System Marginal Price (SMP) and the CGPA price and vice versa.

The financial transaction between the two parties is as follows.

- a) For the quantum of energy $E1$ (kWh) exported by the solar power plant to the electricity supply system, the Electricity Utility Company will pay the Solar Power Producer an amount $P1$ based on the SMP (RM/kWh) in that particular half-hour time frame.

$$P1 = E1 \text{ (kWh)} \times SMP \text{ (RM/kWh)}$$

- b) For the amount of energy $E2$ (kWh) supplied by the Electricity Utility Company to the Corporate Consumer in that time frame, the Electricity Utility Company will charge the Corporate Consumer an amount $P2$ based on the approved tariff rate T (RM/kWh) of the Electricity Utility Company:

$$P2 = E2 \text{ (kWh)} \times T \text{ (RM/kWh)}$$

c) For a CGPA with an energy price of C (RM/kWh), the amount for financial settlement P3 between the Corporate Consumer and the Solar Power Producer for the quantum of energy E1 (kWh) exported by the Solar Power Producer will depend on the difference between energy price C (RM/kWh) in the CGPA and the SMP (RM/kWh) as follows:

i. If $C > SMP$

Corporate Consumer to pay the Solar Power Producer an amount:

$$P3 = E1 (kWh) \times (C - SMP)$$

ii. If $SMP > C$

Solar Power Producer to pay Corporate Consumer an amount:

$$P3 = E1 (kWh) \times (SMP - C)$$

Note

- *the CGPA may be on a fixed price or a certain price structure. If the CGPA is on a price structure, then the financial settlement will be based on the price structure.*

5.4 Besides the settlement on the energy exported by the Solar Power Producer based on the difference between the SMP and the energy price in the CGPA, the financial transaction under the CGPA may also include the arrangement on any credits or financial benefits for reductions of greenhouse gas emission earned from the generation of solar energy by the solar power plant.

5.5 The power flow and financial transaction can be briefly depicted in the following diagram:

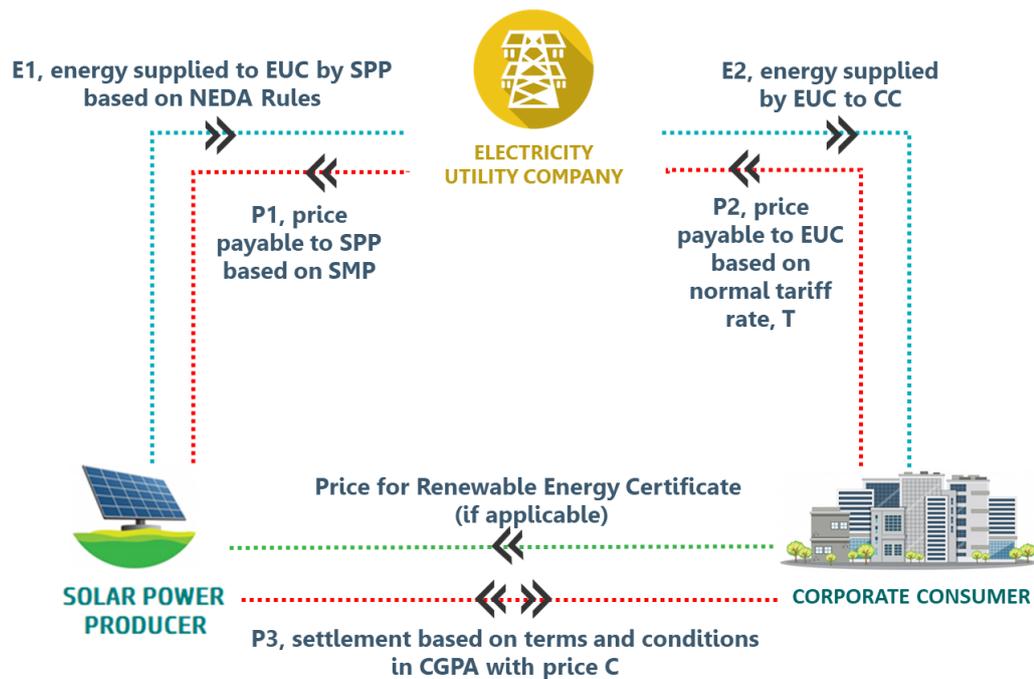


Figure 1: Power flow and financial transaction

5.6 A Solar Power Producer may have one or up to three (3) Corporate Consumers as long as the export capacity of the solar power plant is within the capacity limits. However, the actual annual export energy (MWh) shall not be more than 10% of the annual export energy as projected in the submission of application for participation. Any energy exported in excess of that will be disregarded by the Electricity Utility Company and no payment will be made by the Electricity Utility Company for such excess energy exported.

6.0 The Legal and Regulatory Requirements and Tariff Structures

6.1 The Corporate Green Power Program is in accordance with the provisions and requirements of the current legal and regulatory frameworks, the market mechanism and system operation and dispatch principles, the tariff structures, the electricity tariff setting principles and the metering and billing system as well as with reference to the various technical guidelines of Electricity Utility Company. This is to ensure that it can be implemented under the current frameworks and industry structure with no changes to the current practices, without affecting the current tariffs and without unfair financial impacts on other consumers.

6.2 The main legal and regulatory frameworks which the Corporate Green Power Program will be subjected to are as follows:

- a) The Electricity Supply Act 1990;
- b) The Electricity Supply Regulations 1994;
- c) The Licensee Supply Regulations 1990;
- d) The Guidelines for Single Buyer Market (Peninsular Malaysia);
- e) The Guidelines for New Enhanced Dispatch Arrangement;
- f) The Guidelines on Electricity Tariff Determination Under Incentive Based Regulation (IBR) For Peninsular Malaysia;
- g) The Grid Code for Peninsular Malaysia;
- h) The Distribution Code for Peninsular Malaysia, Sabah and F.T. Labuan (Amendment) 2017.

6.3 Under the current tariff structure, the tariff rates generally include charges of the various activities in the electricity supply chain such as:

- a) energy charge;
- b) capacity charge;
- c) transmission and distribution network charges; and
- d) other charges such as customer service, metering, billing.

6.4 For a Corporate Consumer who is a customer of the Electricity Utility Company, even though the Corporate Customer has contracted with the Solar Power Producer for the purchase of energy produced by the solar power plant, the Electricity Utility Company has to ensure that the demand of the Corporate Consumer will always be met and the supply is secure and reliable. As the energy produced by the solar power plant depends on the availability and intensity of sunlight and the weather conditions, the Electricity Utility Company has to ensure that sufficient electricity generation sources and electricity supply facilities are available at all time to meet the demand of the Corporate Customer in case of unavailable or shortfall of the energy supplied by the solar power plant; unless the solar power plant is installed with adequate capacity of battery energy storage system.

6.5 The participants are strongly advised to study and understand the principles of the NEDA Rules, the Single Buyer market operation and the tariff structure before participating in the Programme.

7.0 Eligibility Criteria

7.1 The Solar Power Plant:

- i. The Solar Power Producer shall comply with the following conditions:
 - a) have export capacity from 5MW to 30MW.
 - b) be a new project. Existing solar power plant is not permitted to participate in the Programme.
 - c) comply with the legal or regulatory requirements of other authorities having jurisdictions on the development and operation of the solar power plant as well as the technical requirements of the Electricity Utility Company.
 - d) enhance the use of solar energy, reduce the intermittency effect of solar PV generation on the supply system and better energy management.
- ii. It is strongly encourage that the solar plant is installed with battery energy storage system (BESS), the capacity of battery energy storage system (MWh) shall be able to support at least one (1) hour of full export capacity (MW) of the solar power plant, i.e. a solar power plant with export capacity of **XMW** shall be installed with a battery system of not less than 1 x **XMWh**.

7.2 The Solar Power Producer:

The Solar Power Producer shall comply with the following conditions:

- a) The Solar Power Producer shall be either a local company of which the Malaysian equity interest is at least 51%, or a consortium of legal entities of local or foreign companies with Malaysian equity interest in the consortium of at least 51% and with at least one member of the consortium is a local company. If the Solar Power Producer is a consortium, each member of the consortium must be with at least 10% and the lead member with at least 30% of the equity interest of the consortium;

- b) The company or the consortium shall be with an asset of not less than ten million ringgit (RM10 million) and for each of the consortium member a paid-up capital of not less than one million ringgit (RM1 million).
- c) The company, including all consortium members, if any, shall submit documental proof with respect to their financial standing such as audited profit and loss statements, balance sheets and cash flow statements for the last three (3) financial years, creditworthiness including credit rating(s) from accredited credit rating agencies if any, and history of bankruptcy or financial distress;
- d) The Solar Power Producer shall demonstrate ability to finance the project with sufficient equity and to secure the remaining portion of the project cost with financing from local financial institutions;
- e) The company or a member of the consortium shall be with at least three (3) years relevant experience in financing, development, implementation and operation of large solar PV plant with capacity not less than 1MW;
- f) The Solar Power Producer shall be familiar with the legal and regulatory requirements and practices of the electricity supply industry in Malaysia, particularly the operation of the Single Buyer Market under the NEDA Rules;
- g) The Solar Power Producer shall have identified the site of the project and the route of interconnection facility and with documental proof on the right to use of the lands or project sites;
- h) The Solar Power Producer shall have performed the initial study on the availability and accessibility for interconnection of the solar power plant to electricity supply system (the distribution/transmission system of the Electricity Utility Company). The applicant may make reference for preliminary indication of available point of common coupling via <https://dghostingcapacity.tnb.com.my/DGHostingApp/> and shall have ascertained with the Electricity Utility Company that there is no constraint in the evacuation of power through the electricity supply system; and

- i) There shall be no change to the names of the shareholders and shareholding structure, equity structure and share structure and shareholding structure of different types of shares (such as ordinary shares and preference shares) of the Solar Power Producer within five (5) years from the date of commercial operation of the solar power plant.

7.3 The Corporate Consumer:

The Corporate Consumer shall comply with the following conditions:

- a) An existing company operating in Peninsular Malaysia, or a company planning to establish and operate in Peninsular Malaysia within the next 2 years with proven documents from the authority such as Ministry of International Trade and Industry (MITI) ;
- b) A Corporate Consumer shall be a company in the manufacturing or service industry, with good track record, credible financial position for the last 3 years;
- c) A company planning to set up and operate in Peninsular Malaysia shall have a projected annual revenue of not less than RM 10 million. It shall have applied to the Electricity Utility Company for the supply of electricity and has indicated when the supply of the electricity is required;
- d) The site of the business premises has been identified and agreed by the relevant authorities; and
- e) The maximum demand of the company shall not be less than 1MW, declared or actual maximum demand, as submitted to Electricity Utility Company.

8.0 Conditions and Submission of Application for Participation

- 8.1 The Programme is open for application from **7 November 2022** until **6 February 2023**

- 8.2 An applicant can only submit one application with a solar power plant with export capacity from 5MW to 30MW. The export capacity applied for shall not be more than the total capacity of the maximum demands of its Corporate Consumers. Any application with capacity not complying with the above limits will be rejected without further assessment.
- 8.3 The applicant who applies for participation in the Programme shall be the Solar Power Producer. The Solar Power Producer is responsible to ensure the submission is complete and complies with all the terms and conditions under this Guide.
- 8.4 The applicant shall submit to the Energy Commission the following information and documents:
- a) Description of the Solar Power Producer company (or the members of the consortium) such as company background, business activities, experiences in power plant business, local/foreign shareholding structure, and past financial performance, equity, current asset, annual revenue and profit in the last three (3) years and attached with duly certified documents as mentioned in clause 7.2(c) above;
 - b) Description of the Corporate Consumer such as company background, business activities, location of the business operation premises, existing or forecast daily and monthly load profile (in MW), existing or forecast daily, monthly and annual energy consumption (in MWh) and local/foreign shareholding structure;
 - c) Brief information of project such as site location map, capacity, interconnection point, proposed interconnection cable route map, proposed commercial operation date and implementation schedule;
 - d) A certified copy of Corporate Green Power Agreement or Memorandum of Understanding between the Solar Power Producer and the Corporate Consumer on the commitment for the virtual supply of energy;
 - e) Preliminary check with the Electricity Utility Company on the availability of interconnection to the electricity supply system and any constraint in evacuation of power;

- f) Documents of proof on right to land use or project sites, comments/no objections of local authorities and other relevant agencies on the development of the project;
- g) The submission must be completed with the information as required in the application forms which can be downloaded from Energy Commission website www.st.gov.my or Single Buyer website at www.singlebuyer.com.my;
- h) Project financing arrangement and letter of support with terms sheet from financial institutions; and
- i) A Letter of Undertaking to declare compliance to the terms of application.

8.5 All design, drawings, diagrams, maps and reports must be endorsed by practising Professional Engineer registered with the Board of Engineer Malaysia in the relevant branch of engineering and with experiences in the relevant fields, or architect registered with the Board of Architects Malaysia or land surveyor registered with the Board of Land Surveyors Malaysia, whichever relevant.

8.6 The participant shall ensure that all the documents submitted in its application are originals or true copies and represent that all such information provided is correct, accurate, true and complete for all the purposes of the application as the date of the submission of application.

8.7 Energy Commission reserves the right to reject any application on the basis of misrepresentation, suppressed, incomplete information or the documents submitted are of poor quality with unclear and illegible contents.

8.8 The participants in this Programme shall bear all costs incurred in preparing the applications, submitting their applications and executing the project documents, regardless of the conduct or outcome of the applications, subsequent finance-ability of the applicants, acceptability of the interconnection of the solar power plant or any other issues, without recourse against Energy Commission or the Single Buyer for either rejection or acceptance of their applications.

- 8.9 Neither Energy Commission nor the Single Buyer shall have any liability whatsoever to any persons participating in this Programme in respect of any decision taken by these persons in relation to their preparation and submission of the applications whether or not in reliance on any matter supplied by Energy Commission or the Single Buyer.
- 8.10 Application with complete documents shall be submitted to Energy Commission in two (2) hard copies (paper) which shall be marked "ORIGINAL" and "COPY, and two (2) soft copies in USB pen drives in a searchable format that can be read by Adobe Acrobat minimum version 9 or a Microsoft Word version compatible with Microsoft Office 2016 together with the original copy of commitment bond must be delivered by hand/mail/courier to the Single Buyer during office hours within seven (7) days from the date of submission of application by e-mail. The document shall be addressed to:

Chief Executive Officer
Energy Commission
No.12, Jalan Tun Hussein,
Precinct 2,
62100 Putrajaya.

- 8.11 The Commission will stamp the date and time on receipt of hard copies and USB pen drives on the original copy of the documents submitted and will provide the applicant with acknowledgement of receipt with stamped date and time of receipt.

9.0 Acceptance of Offer

- 9.1 The applicant will be informed the result of the application within three (3) months after the closing date of the application.
- 9.2 The application that is accepted will be offered with the provisional capacity as applied by the applicant or any lower capacity that the Commission deems fit.
- 9.3 The applicant who has been issued a letter of offer must reply the acceptance of the offer within fourteen (14) days from the date of notification by the Commission, failing which the applicant is deemed

to have declined the offer and the offer is deemed to be withdrawn without further notification.

10.0 Rights of Energy Commission

Notwithstanding anything else in this Guide, Energy Commission, without having to explain, reserves the right to change, at its sole discretion, the available capacity and datelines of the Programme, the conditions, capacity limits for participation, the timelines for submission and processing the applications, to reject any or all applications, or to elect not to proceed with the Programme for any reason whatsoever, without incurring any liability for the costs and damages incurred by any persons.

11.0 Responsibilities of the Solar Power Producer and Corporate Consumer

11.1 Upon acceptance of offer by the applicant, the applicant shall proceed with the following works and activities in accordance with the timelines in the project schedule submitted in the application which include but not limited to:

- a) Solar Power Producer to apply to the Single Buyer for participation in the Single Buyer Market and NEDA;
- b) Solar Power Producer to conclude the relevant project documents with the relevant parties such as the Single Buyer, the Grid System Operator, and the Electricity Utility Company for the interconnection;
- c) Solar Power Producer to apply to the Energy Commission for a generation licence;
- d) Solar Power Producer and Corporate Consumer to conclude the Corporate Green Power Agreement. Solar Power Producer to immediately inform Single Buyer of termination of the agreement should it occurs;
- e) Solar Power Producer and Corporate Consumer to apply to the relevant authorities and agencies for the development of their projects;

- f) Corporate Consumer to apply to the Electricity Utility Company for connection of supply as a consumer under the Corporate Green Power Program; and
- g) Corporate Consumer to complete the electrical installation at the consumer premises according to schedule as agreed with the Electricity Utility Company for the connection of electricity supply.

11.2 The Commission reserves the right to cancel the offer of the capacity allocated to the participant, under the following circumstances:

- a) if the applicant does not submit any application for participation in NEDA within three (3) months after the acceptance of offer; and/or
- b) if the solar power plant project is not implemented according to the project schedule in the application for participation submitted or not completed by the scheduled commercial operation date, or as may be extended and agreed by the Single Buyer.

No claim for compensation or damages whatsoever by the applicant or any party shall be entertained on such cancellation of the approval.

12.0 Return or Forfeiture of Commitment Bond

12.1 For the successful applicant, the commitment bond will be returned within fourteen (14) days upon receipt of the acceptance of offer.

12.2 For the unsuccessful applicant, the commitment bond will be returned within fourteen (14) days of unsuccessful notification.

12.3 The commitment bond will be forfeited under one or more of the following circumstances:

- a) if the applicant withdraws its application after submitting the application;

- b) if the applicant does not reply on the acceptance of offer within fourteen (14) days from the date of notification from the Commission

- **END OF THE DOCUMENT** -



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