



**AMALGAMATED STEVEDORING CORPORATION SDN. BHD.
(PERTUBUHAN PEMUNGGAH PERKAPALAN BERSEKUTU SDN. BHD)**

47-04-01, MUTIARA I&P, 47 GREEN HALL, 10200 PULAU PINANG. COMPANY NO. 196501000572 (6361-D)
TEL: (604) 2626437, H/P: 016-4166204 FAX: (604) 2632871 Email : ascstevedoring@gmail.com

Wednesday, April 14th, 2021.

To Whom It May Concern

This is to certify that Messrs Maaju Karunaah Sdn Bhd as an Associate Member of the company.

Thank You.

AMALGAMATED STEVEDORING CORPN. SDN. BHD.

.....
DATO' MOHIDEEN BATHUSHA
GENERAL MANAGER



STEVEDORE LICENCE

2021

**AMALGAMATED STEVEDORING
CORPORATION SDN. BHD.**

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**Chairman
Penang Port Commission**

**LICENCE GRANTED PURSUANT TO SECTION 59(a) OF THE PENANG PORT COMMISSION ACT, 1955
TO CARRY OUT THE BUSINESS OF PROVIDING STEVEDORING SERVICES IN PENANG PORT.**

1. **PENANG PORT COMMISSION**, a body corporate established under the PENANG PORT COMMISSION ACT, 1955 and having its headquarters at P.O. Box 143, 10710 Penang, Malaysia (hereinafter referred to as "the Licensor") in exercise of its powers and authority conferred to it under the Penang Port Commission Act, 1955 HEREBY GRANTS a licence to **Amalgamated Stevedoring Corporation Sdn. Bhd.**, a company incorporated under the Companies Act 1965 and having its registered office at **47-04-01, Mutiara I & P, 47 Green Hall, 10200 Pulau Pinang** (hereinafter referred to as "the Licensee") to carry out the business of providing stevedoring services in the port subject to the conditions set out below.
2. This Licensee shall come into force on the **1st. day of January, 2021** and the Licensee is valid for a year or part thereof, ending 31 December of each year.
3. In this Licence unless the context otherwise requires:-
 - (a) "Stevedore" means a worker who loads or unloads goods in a ship, lighters, hash barges and on the shore side and includes a worker engaged in the movement or storage of cargoes and puts cargo into and removes cargo from containers within the customs-controlled area of Swettenham Pier, Butterworth Wharf, Prai Wharf and North Butterworth Container Terminal;
 - (b) "Licence" means the licence granted under Section 59(a) of the Penang Port Commission Act, 1955;
 - (c) "Licensee" means **Amalgamated Stevedoring Corporation Sdn. Bhd.**;
 - (d) "Licensor" means **PENANG PORT COMMISSION**;
 - (e) "Port" means the Port of Penang as specified within the limits declared under Section 6 of the Merchant Shipping Ordinance 1952;
 - (f) Port Operator means Penang Port Sdn Bhd;
 - (g) "Registered Worker" means local worker of the Licensee.
4. In this Licence where the context so admits, words importing the masculine gender shall be deemed to include the feminine and neuter genders and words importing the singular number shall include the plural and vice versa and words applicable to natural persons include any body of persons, company, corporation, firm or partnership corporated or unincorporated.
5. This Licence shall be personal to the Licensee and the Licensee shall not either wholly or partly assign any right or obligation granted to the Licensee under this Licence without prior written consent of the Licensor.
6. The Licensee shall at all times provide adequate and efficient stevedore services and shall ensure that the stevedores provided by the Licensee are competent to carry out stevedoring services.
7. The stevedoring services shall only be carried out by their registered worker and /or registered worker from other licensed companies.
8. The Licensee shall comply with the Key Performance Indicator as determined by the Licensor Appendix 1 attached hereto and any amendment made to the Key Performance Indicator from time to time.
9. The Licensee shall pay the Licensor an annual licence fee of RM5,000.00 only for the grant of this license and the payment shall be made upon issuance of the License and thereafter on renewals of this Licence.
10. Application for renewal of the Licence shall be submitted three (3) months before expiration of the present Licence. The Licensor may at its absolute discretion renew the Licence for a further term and such grant of Licence shall be subject to licence fees and on such terms and conditions as may be determined by the Licensor.
11. Notwithstanding the payment of the aforesaid annual licence fee, the Licensee hereby and herein granted may be revoked by the Commission at any time and without assigning any reason and on such revocation no compensation should be payable by the Commission nor shall any part of the said annual licence fee be refunded.
12. The Licensee shall obtain and maintain insurance policies with a licensed local insurance company acceptable to the Licensor and the Licensee shall ensure that such insurance policies shall be acceptable to the Licensor for a coverage of not less than Ringgit Malaysia five hundred thousand (RM500,000.00) in respect of:-
 - (a) comprehensive liability insurance, and other broad form endorsements including contractor's all risks, workers' compensation scheme and workers' hospital and surgical scheme, personal injury liability and workmen's compensation;
 - (b) all risks insurance on the structure, wharves, equipment and machinery which are employed for the purpose of the Licence; and
 - (c) such other risks as the Licensor may deem necessary (on such conditions, endorsements and exclusions as acceptable to or required by the Licensor or the Port Operator)
13. The Licensee shall maintain safety and harmony of all persons employed by the Licensee and comply with all labour and employment laws, rules and regulations in force in Malaysia. The Licensee shall be wholly responsible for the safety of the workers and at all time ensure that the worker or anyone for whom it vicariously liable to comply with all safety, security and fire guideline in the port and or any other policies communicated by the Licensor from time to time.
14. The Licensee shall comply with the policies of the Government and the Licensor as may from time to time be specified by the Licensor and any other relevant Government authorities applicable to the stevedoring services, all relevant laws, by-laws, regulations.
15. The Licensee may only use materials, equipment, tools and machinery as are necessary for the stevedoring and services PROVIDED ALWAYS that all such materials, equipment, tools and machinery shall be at the risk of the Licensee PROVIDED FURTHER that the Licensee shall remove such materials, equipment, tools and machinery which in the reasonable opinion of the Licensor are dangerous, hazardous or unfit.
16. The Licensee shall indemnify and keep indemnified and save harmless the Licensor from and against all actions, suits, claims, demands, costs, losses, damages, penalties and expenses which may be brought against or made upon the Licensor or which the Licensor may pay, sustain or put to by reason of any matter whatsoever as a result of any omission or act by the Licensee, its employees, agents or any person authorised by the Licensee in respect of the Business or as a result of any omission or act by the Licensee, its employees, agents or any person authorised by the Licensee resulting in the Licensor's non compliance of any laws, by-laws, regulations and directives.
17. The Licensee shall give due consideration to any matter which relates to or in connection with the stevedoring services and facilities and which is the subject of a representation or complaint made to the Licensee or the Licensor by any user or a body representing the interest of users. The Licensee shall, if requested by the Licensor or if it sees fit, furnish to the Licensor particulars of any matter considered by the Licensee under this condition. In this respect, the Licensor may establish a committee to deliberate on the views expressed in the representation or complaint affecting in particular the conduct and the servicing of the business, the adequacy of the facilities and efficiency of the services and facilities provided by the Licensee.
18. Neither licensor nor licensee shall be liable for any failure to perform hereunder where such failure is caused by a Force Majeure Occurrence. A "Force Majeure Occurrence" shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which by exercise or reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign combatants, terrorists acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, or the prolonged failure of electricity or other vital utility service.
19. Any breach of the term of this licence shall be a ground for the Licensor to revoke this Licence without further reference to the Licensee.
20. The Licensor may, at any time, terminate the Licence, with immediate effect without further reference to the Licensee. The Licence will automatically terminate in the event of the Licensee ceases to carry on business or is insolvent.
21. The Licensee shall at all times during the term hereby created comply with all such requirements, directives, rules and regulations as may be imposed by the Licensor or Port Operator or by any Ordinance or Act of Parliament now or hereinafter in force.
22. The conditions of this Licence shall be subject to review from time to time by the Licensor. The Licensor may add to, vary or revoke any conditions herein as it may think fit.



CARGO HANDLING LICENCE

2021

**AMALGAMATED STEVEDORING
CORPORATION SDN. BHD.**

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Chairman
Penang Port Commission

**LICENCE GRANTED PURSUANT TO SECTION 59(a) OF THE PENANG PORT COMMISSION ACT, 1955
TO CARRY OUT THE BUSINESS OF PROVIDING CARGO HANDLING SERVICES IN PENANG PORT**

1. **PENANG PORT COMMISSION**, a body corporate established under the PENANG PORT COMMISSION ACT, 1955 and having its headquarters at P.O. Box 143, 10710 Penang, Malaysia (hereinafter referred to as "the Licensor") in exercise of its powers and authority conferred to it under the Penang Port Commission Act, 1955 HEREBY GRANTS a licence to **Amalgamated Stevedoring Corporation Sdn. Bhd.**, a company incorporated under the Companies Act 1965 and having its registered office at 47-04-01, Mutiara I & P, 47 Green Hall, 10200 Pulau Pinang (hereinafter referred to as "the Licensee") to carry out the business of providing cargo handling services in the port subject to the conditions set out below.
2. This Licensee shall come into force on the **1st day of January, 2021** and the Licensee is valid for a year or part thereof, ending 31 December of each year.
3. In this Licence unless the context otherwise requires:-
 - (a) "Cargo handler" means a worker who loads or unloads goods on the shore side and includes a worker engaged in the movement or storage of cargoes and puts cargo into and removes cargo from containers within the customs-controlled area of Swettenham Pier, Butterworth Wharf, Prai Wharf and North Butterworth Container Terminal;
 - (b) "Licence" means the licence granted under Section 59(a) of the Penang Port Commission Act, 1955;
 - (c) "Licensee" means **Amalgamated Stevedoring Corporation Sdn. Bhd.**;
 - (d) "Licensor" means PENANG PORT COMMISSION;
 - (e) "Port" means the Port of Penang as specified within the limits declared under Section 6 of the Merchant Shipping Ordinance 1952;
 - (f) Port Operator means Penang Port Sdn Bhd;
 - (g) "Registered Worker" means local worker of the Licensee.
4. In this Licence where the context so admits, words importing the masculine gender shall be deemed to include the feminine and neuter genders and words importing the singular number shall include the plural and vice versa and words applicable to natural persons include any body of persons, company, corporation, firm or partnership incorporated or unincorporated.
5. This Licence shall be personal to the Licensee and the Licensee shall not either wholly or partly assign any right or obligation granted to the Licensee under this Licence without prior written consent of the Licensor.
6. The Licensee shall at all times provide adequate and efficient cargo handling services and shall ensure that the cargo handler provided by the Licensee are competent to carry out cargo handling services.
7. The cargo handling services shall only be carried out by their registered worker and /or registered worker from other licensed companies.
8. The Licensee shall comply with the Key Performance Indicator as determined by the Licensor in Appendix 1 attached hereto and any amendment made to the Key Performance Indicator from time to time.
9. The Licensee shall pay the Licensor an annual license fee of RM5,000.00 only for the grant of this license and the payment shall be made upon issuance of the License and thereafter on renewals of this Licence.
10. Application for renewal of the Licence shall be submitted three (3) months before expiration of the present Licence. The Licensor may at its absolute discretion renew the Licence for a further term and such grant of Licence shall be subject to licence fees and on such terms and conditions as may be determined by the Licensor.
11. Notwithstanding the payment of the aforesaid annual licence fee, the Licensee hereby and herein granted may be revoked by the Commission at any time and without assigning any reason and on such revocation no compensation should be payable by the Commission nor shall any part of the said annual licence fee be refunded.
12. The Licensee shall obtain and maintain insurance policies with a licensed local insurance company acceptable to the Licensor and the Licensee shall ensure that such insurance policies shall be acceptable to the Licensor for a coverage of not less than Ringgit Malaysia five hundred thousand (RM500,000.00) in respect of:-
 - (a) comprehensive liability insurance, and other broad form endorsements including contractor's all risks, workers' compensation scheme and workers' hospital and surgical scheme, personal injury liability and workmen's compensation;
 - (b) all risks insurance on the structure, wharves, equipment and machinery which are employed for the purpose of the Licence; and
 - (c) such other risks as the Licensor may deem necessary (on such conditions, endorsements and exclusions as acceptable to or required by the Licensor or the Port Operator).
13. The Licensee shall maintain safety and harmony of all persons employed by the Licensee and comply with all labour and employment laws, rules and regulations in force in Malaysia. The Licensee shall be wholly responsible for the safety of the workers and at all time ensure that the worker or anyone for whom it vicariously liable to comply with all safety, security and fire guideline in the port and or any other policies communicated by the Licensor from time to time.
14. The Licensee shall comply with the policies of the Government and the Licensor as may from time to time be specified by the Licensor and any other relevant Government authorities applicable to the cargo handling services, all relevant laws, by-laws, regulations
15. The Licensee may only use materials, equipment, tools and machinery as are necessary for the cargo handling and services PROVIDED ALWAYS that all such materials, equipment, tools and machinery shall be at the risk of the Licensee PROVIDED FURTHER that the Licensee shall remove such materials, equipment, tools and machinery which in the reasonable opinion of the Licensor are dangerous, hazardous or unfit.
16. The Licensee shall indemnify and keep indemnified and save harmless the Licensor from and against all actions, suits, claims, demands, costs, losses, damages, penalties and expenses which may be brought against or made upon the Licensor or which the Licensor may pay, sustain or put to by reason of any matter whatsoever as a result of any omission or act by the Licensee, its employees, agents or any person authorised by the Licensee in respect of the Business or as a result of any omission or act by the Licensee, its employees, agents or any person authorised by the Licensee resulting in the Licensor's non compliance of any laws, by-laws, regulations and directives.
17. The Licensee shall give due consideration to any matter which relates to or in connection with the cargo handling services and facilities and which is the subject of a representation or complaint made to the Licensee or the Licensor by any user or a body representing the interest of users. The Licensee shall, if requested by the Licensor or if it sees fit, furnish to the Licensor particulars of any matter considered by the Licensee under this condition. In this respect, the Licensor may establish a committee to deliberate on the views expressed in the representation or complaint affecting in particular the conduct and the servicing of the business, the adequacy of the facilities and efficiency of the services and facilities provided by the Licensee.
18. Neither licensor nor licensee shall be liable for any failure to perform hereunder where such failure is caused by a Force Majeure Occurrence. A "Force Majeure Occurrence" shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which by exercise or reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign combatants, terrorists acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, or the prolonged failure of electricity or other vital utility service.
19. Any breach of the term of this licence shall be a ground for the Licensor to revoke this Licence without further reference to the Licensee.
20. The Licensor may, at any time, terminate the Licence, with immediate effect without further reference to the Licensee. The Licence will automatically terminate in the event of the Licensee ceases to carry on business or is insolvent.
21. The Licensee shall at all times during the term hereby created comply with all such requirements, directives, rules and regulations as may be imposed by the Licensor or Port Operator or by any Ordinance or Act of Parliament now or hereinafter in force.
22. The conditions of this Licence shall be subject to review from time to time by the Licensor. The Licensor may add to, vary or revoke any conditions herein as it may think fit.