

HARGA DOKUMEN

RM 250.00



MAJLIS PERBANDARAN KLANG

DOKUMEN TENDER KERJA

UNTUK

NO. TENDER: MPK/JK 600-13/1/50(2020)

**KERJA-KERJA MENURAP SEMULA JALAN DI DALAM
KAWASAN PASAR BESAR MERU, OFF JALAN MERU, KLANG
UTARA SERTA KERJA-KERJA BERKAITAN DENGANNYA**

Pendaftaran	: Lembaga Pembangunan Pembinaan Malaysia (CIDB) Sijil Perolehan Kerja Kerajaan (SSPK) oleh CIDB Unit Perancang Ekonomi Negeri Selangor (UPEN) E-Tender Negeri Selangor
Gred	: G3
Kategori / Pengkhususan	: CE – CE21 & CE01
Tarikh Iklan	: 16.03.2020
Tarikh Jual Dokumen	: 16.06.2020
Tarikh Tutup Tender	: 06.07.2020
Tempoh Siap Kerja	: 16 Minggu
Denda Lewat Siap Kerja	: 0.5% daripada nilai kontrak bagi setiap hari kelewatan yang berlaku
Penyata Bank	: Mac 2020, April 2020, Mei 2020

SENARAI SEMAKAN DOKUMEN TAWARAN TENDER KERJA

NO. FAIL :

Sila tandakan (/) bagi dokumen-dokumen yang disertakan.

Bil.	Perkara/Dokumen	Untuk Di tanda oleh Syarikat	Untuk Di tanda oleh Jawatankuasa Pembuka Tender
1	Salinan Resit Pembelian dokumen	☐	☐
2	Surat Akuan Pembida yang diisi lengkap – Lampiran A1 m/s 2/1/1	☐	☐
3	Borang Tender yang diisi lengkap (termasuk nilai tawaran dan tempoh siap) serta ditandatangani dan bercop - m/s 3	☐	☐
4	Surat Pengakuan Kebenaran Maklumat Dan Keesahan Dokumen yang dikemukakan oleh petender telah diisi lengkap. – Borang A m/s A1 & A2	☐	☐
5	Salinan Sijil Akuan Pendaftaran yang masih sah dari CIDB / Sijil Akuan Bumiputera (Jika Berkaitan)	☐	☐
6	Salinan Penyata Bulanan Akaun Bank Syarikat yang disahkan bagi 3 bulan terakhir (Mac 2020, April 2020, Mei 2020) (Pengesahan perlu mempunyai cop bank, nama pegawai bank, tandatangan dan nombor pegawai bank)	☐	☐
7	Salinan Pendaftaran Cukai Jualan / Cukai Perkhidmatan dengan Jabatan Kastam Diraja Malaysia (JKDM) - (Jika Berkaitan) Sekiranya pihak syarikat tidak mengemukakan di dalam dokumen ini, pihak Majlis menganggap pihak tuan tidak berdaftar dengan JKDM.	☐	☐
PENGESAHAN OLEH SYARIKAT Dengan ini saya mengesahkan bahawa saya telah membaca dan memahami semua syarat-syarat dan terma yang dinyatakan di dalam dokumen tender. Semua maklumat yang dikemukakan adalah benar. Tandatangan : Nama : Jawatan : Tarikh :		UNTUK KEGUNAAN JABATAN Jawatankuasa Pembuka Tender mengesahkan penerimaan dokumen bertanda kecuali bagi perkara bil. (jika ada) Tandatangan : Nama : Jawatan : Tarikh :	

***Nota :- Kesemua Perkara/Dokumen diatas adalah mandatori**



MAJLIS PERBANDARAN KLANG

NO. TENDER: MPK/JK 600-13/1/50(2020)

**KERJA-KERJA MENURAP SEMULA JALAN DI DALAM
KAWASAN PASAR BESAR MERU, OFF JALAN MERU, KLANG
UTARA SERTA KERJA-KERJA BERKAITAN DENGANNYA**

DOKUMEN TAWARAN KEWANGAN

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NOTIS TENDER

NOTIS TENDER

KERJA-KERJA MENURAP SEMULA JALAN DI DALAM KAWASAN PASAR BESAR MERU, OFF JALAN MERU, KLANG UTARA SERTA KERJA-KERJA BERKAITAN DENGANNYA

Tawaran adalah di pelawa kepada kontraktor-kontraktor yang berdaftar dengan Lembaga Pembangunan Pembinaan Malaysia (CIDB) di dalam:

GRED : G3
KATEGORI : CE
PENGKHUSUSAN : CE21 & CE01
BERDAFTAR : Lembaga Pembangunan Pembinaan Malaysia (CIDB)
Sijil Perolehan Kerja Kerajaan (SPKK) oleh CIDB
Unit Perancang Ekonomi Negeri Selangor (UPEN)
Berdaftar di E-tender Selangor
NO.TAWARAN : **MPK/JK 600-13/1/50(2020)**

Dokumen Meja terkawal tawaran akan dipamerkan secara online mulai:

16/06/2020 Hingga: **05/07/2020**

Dokumen Tawaran akan dikeluarkan kepada wakil-wakil pemborong yang sah sahaja. Untuk maksud ini wakil-wakil pemborong hendaklah mengemaskini Sijil Pendaftaran Lembaga Pembangunan Pembinaan Malaysia (**CIDB**), Sijil Perolehan Kerja Kerajaan (**SPKK**), Unit Perancang Ekonomi Selangor (**UPEN**) dan **E-Tender Selangor** di Laman Web **<http://tender.selangor.gov.my>**.

Kontraktor digalakkan membuat lawatan tapak sebelum menghargakan tawaran tender. Sebarang pertanyaan berkenaan teknikal dan spesifikasi kerja, pihak kontraktor boleh berhubung dengan **Jabatan Kejuruteraan** di talian 03-3375 5555 Sambungan 3217.

Tawaran akan ditutup pada: **06/07/2020**

Tawaran yang telah lengkap di isi hendaklah dimasukkan ke dalam Peti Tawaran di:

**Bahagian Ukur Bahan, Tingkat 1,
Pejabat MPK Jalan Tengku Kelana (Pusat Sumber),
Lot 175, Jalan Tengku Kelana,
41000 Klang, Selangor Darul Ehsan**

Borang tersebut hendaklah sampai tidak lewat dari jam 12.00 tengahari pada tarikh tawaran ditutup. Tawaran yang lewat diterima dari masa yang ditetapkan tidak akan dilayan.

Ketua Bahagian
Bahagian Ukur Bahan
b.p Yang Di Pertua
Majlis Perbandaran Klang.

**SURAT PERAKUAN
PEMBIDA**

LAMPIRAN A1
(SAP bertarikh 1 April 2010)

SURAT AKUAN PEMBIDA

Bagi

**KERJA-KERJA MENURAP SEMULA JALAN DI DALAM KAWASAN PASAR BESAR MERU, OFF
JALAN MERU, KLANG UTARA SERTA KERJA-KERJA BERKAITAN DENGANNYA
(MPK/JK 600-13/1/50(2020))**

Saya, nombor K.P.

yang mewakili..... nombor Pendaftaran

..... dengan ini mengisytiharkan bahawa saya atau mana-mana individu yang mewakili syarikat ini tidak akan menawar atau memberi rasuah kepada mana-mana individu dalam **MAJLIS PERBANDARAN KLANG** atau mana-mana individu lain, sebagai sogokan untuk dipilih dalam tender/sebutharga* seperti di atas. Bersama-sama ini dilampirkan Surat Perwakilan Kuasa bagi saya mewakili syarikat seperti tercatat di atas untuk membuat pengisytiharan ini.

2. Sekiranya saya atau mana-mana individu yang mewakili syarikat ini didapati bersalah menawar atau memberi rasuah kepada mana-mana individu dalam **MAJLIS PERBANDARAN KLANG** atau mana-mana individu lain sebagai sogokan untuk dipilih dalam tender/sebutharga* seperti di atas, maka saya sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil:

- 2.1 penarikan balik tawaran kontrak bagi tender/sebutharga* di atas; atau
- 2.2 penamatan kontrak bagi tender/sebutharga* di atas; dan
- 2.3 lain-lain tindakan tatatertib mengikut peraturan perolehan Kerajaan.

3. Sekiranya terdapat mana-mana individu cuba meminta rasuah daripada saya atau mana-mana individu yang berkaitan dengan syarikat ini sebagai sogokan untuk dipilih dalam tender/sebutharga* seperti di atas, maka saya berjanji akan dengan segera melaporkan perbuatan tersebut kepada pejabat Suruhanjaya Perkhidmatan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran.

Yang Benar,

.....

()

Cop Syarikat :

Catatan: * Potong mana yang tidak berkaitan

**ARAHAN KEPADA
PETENDER**

ARAHAN KEPADA PETENDER

1. HAK MAJLIS UNTUK MENERIMA /MENOLAK TENDER

Majlis Perbandaran Klang adalah tidak terikat untuk menerima tender yang terendah atau mana-mana tender atau memberi apa-apa sebab di atas penolakan sesuatu tender Keputusan Jawatankuasa tender adalah muktamad.

2. CARA-CARA MELENGKAPKAN DOKUMEN TENDER

2.1 Penyediaan Tender

Petender adalah dikehendaki mengisi dengan **dakwat hitam** segala maklumat berikut dengan sepenuhnya:-

- a) Nilai Tawaran dan Tandatangan Kontraktor di Ringkasan Tender
- b) Nilai Tawaran, Tempoh dan Tandatangan dalam Borang Tender / Lampiran Q.
- c) Senarai Kerja Dalam Tangan
- d) Jadual Kadar Harga (Jika ada)
- e) Butir-Butir Spesifikasi (Jika ada)

Jika berlaku kesilapan dalam mengisi maklumat-maklumat di atas Petender hendaklah menandatangani ringkas semua pembetulan. **(Penggunaan cecair pemadam adalah dilarang sama sekali.)**

Petender perlu mengemukakan Perkara/Dokumen dengan lengkap seperti di Senarai Semakan Dokumen Tawaran Tender Kerja / Bekalan & Perkhidmatan.

Petender juga perlu mengemukakan maklumat-maklumat lain yang diperlukan bersama satu profail syarikat **(lengkap dengan pendaftaran dan laporan kewangan untuk 3 bulan terakhir yang telah disahkan).**

Borang Tender / Lampiran Q tersebut hendaklah ditandatangani oleh seorang pemilik syarikat atau yang dinamakan di dalam Sijil CIDB (bagi kerja) /MOF (bagi bekalan dan perkhidmatan) atau Borang 49 dan juga ditandatangani oleh seorang saksi.

2.2 Penyerahan Dokumen Tender

a) Dokumen Tender yang telah diisi dengan lengkap dan **dibukukan** hendaklah dimasukkan ke dalam sampul berlarki yang dicatatkan dengan bilangan Tender **MPK/JK 600-13/1/50(2020)** serta tajuk Tender dan hendaklah dimasukkan ke dalam peti tender pada masa dan tempat yang ditetapkan dalam Notis Tender.

b) Jika Dokumen Tender tidak diserahkan dengan tangan, Petender hendaklah menghantar dokumen tersebut dengan pos supaya tiba pada atau sebelum masa dan tempat yang ditetapkan.

c) Tender yang diserahkan selepas masa yang ditetapkan, berbangkit dari sebarang sebab tidak akan dipertimbangkan.

d) Kegagalan kontraktor mengembalikan dokumen tender pada tarikh tutup tender akan dianggap tidak berminat.

2.3 Penjelasan Lanjut

Sekiranya terdapat maklumat dalam Dokumen Tender yang tidak jelas atau bercanggah, Petender boleh menghubungi pejabat ini untuk penjelasan lanjut di talian: **03-3375 8014**.

3. TEMPOH SIAP MAKSIMA

3.1 Petender hendaklah menawarkan Tempoh Siap Kerja tidak melebihi enam belas **(16)** minggu.

3.2 Petender yang menawarkan tempoh siap kerja melebihi tempoh di atas tidak akan dipertimbangkan.

4. BAYARAN DOKUMEN TENDER

Dokumen Tender ini dijual dengan harga **RM250.00** (Ringgit Malaysia: **Dua Ratus Lima Puluh** sahaja)

5. PERBELANJAAN PENYEDIAAN DOKUMEN TENDER

Semua perbelanjaan bagi penyediaan tender ini hendaklah ditanggung oleh petender sendiri.

6. TEMPOH SAH TENDER

Tender ini sah selama sembilan puluh **(90)** hari dari tarikh tutup tender. Petender tidak boleh menarik balik tendernya sebelum tamat tempoh sah tender. Pengesyoran tindakan tatatertib akan diambil sekiranya petender menarik balik tender sebelum tamat tempoh sah tender.

7. PEMBELIAN & TAWARAN TENDER

Setiap **SATU Syarikat** hanya dibenarkan membeli **SATU Dokumen** dan hanya **Satu Tawaran** sahaja dibenarkan untuk setiap projek.

8. INTERGRITI PACK

Petender adalah **wajib** mengemukakan **Surat Akuan Pembida** seperti lampiran bersama-sama dengan dokumen tender di mana ia berwaad untuk tidak akan menawarkan / memberi rasuah kepada mana-mana individu lain sebagai sogokan untuk dipilih dalam tawaran tersebut. Surat Akuan Pembida adalah menjadi salah satu dokumen wajib dalam penilaian tender. Sekiranya gagal mengemukakan Surat Akuan Pembida tersebut, petender akan dinilai sebagai **gagal** dalam penilaian tender.

9. LAWATAN TAPAK /TAKLIMAT

9.1 Lawatan tapak/taklimat adalah sebagaimana yang dinyatakan di dalam iklan tender.

9.2 Jika dinyatakan lawatan tapak/taklimat sebagai **Wajib**, petender adalah diwajibkan untuk menghadiri lawatan tapak tersebut pada masa dan tempat yang ditetapkan.

9.3 Jika dinyatakan lawatan tapak sebagai **Digalakkan**, petender hanyalah dinasihatkan supaya melawat tapak projek sebelum mengemukakan tawarannya bagi mengetahui lebih lanjut mengenai keadaan tapak bina yang akan dihadapi. Sebarang tuntutan akibat kesilapan dalam menentukan kaedah pembinaan atau menghargakan tender disebabkan kekurangan pengetahuan mengenai keadaan tapak bina tidak akan dilayan.

10. PERLAKSANAAN CUKAI JUALAN DAN PERKHIDMATAN (CJCP)

- 10.1 Semua nilai tawaran bekalan / perkhidmatan oleh pembekal / syarikat hendaklah dikemukakan tanpa kenaan CJCP.
- 10.2 Pembekal / Syarikat hendaklah mengisytiharkan status pendaftaran dan mengemukakan nombor pendaftaran CJCP kepada pihak MPK.
- 10.3 Sekiranya syarikat yang berjaya adalah berdaftar CJCP dengan Jabatan Kastam Diraja Malaysia (JKDM), MPK akan mengeluarkan Surat Setuju Terima / Pesanan Tempatan / Inden Kerja kepada syarikat dengan nilai tawaran termasuk kenaan CJCP (bagi perolehan yang berkaitan).
- 10.4 Bagi pembekal / syarikat yang mengisytiharkan tidak dikenakan cukai di bawah Akta Cukai Jualan 2018 (Akta 806) dan Akta Cukai Perkhidmatan 2018 (Akta 807), namun akan menjadi syarikat yang berdaftar CJCP setelah ditawarkan perolehan tersebut, maka pembekal / syarikat hendaklah memaklumkan dengan segera kepada pihak MPK berkenaan perubahan status pendaftaran syarikat tersebut di bawah Akta Cukai Jualan 2018 (Akta 806) dan Akta Cukai Perkhidmatan 2018 (Akta 807).
- 10.5 Syarikat hendaklah membuat permohonan untuk pelarasan bagi kenaan CJCP. Pelarasan harga kenaan CJCP hendaklah dimaklumkan kepada Pegawai Pengawal. Sekiranya berlaku apa-apa cukai baru selepas daripada pelarasan tersebut MPK tidak bertanggungjawab ke atas cukai tersebut dan cukai tersebut perlu ditanggung oleh pembekal / syarikat.

**SYARAT-SYARAT
TENDER**

MAJLIS PERBANDARAN KLANG

**STANDARD FORM OF CONTRACT TO BE USED WHERE BILLS
OF QUANTITIES FORM PART OF
THE CONTRACT**

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

CONDITION OF CONTRACT

TO BE USED WHERE BILLS OF QUANTITIES

FORM PART OF THE CONTRACT

PWD FORM 203A (Rev.1/2010)

This form has been approved by Attorney General's Chamber

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CONTRACT NO : _____ of 20____

EXPENDITURE to be met from:

Head

Sub-head

Year of

A CONTRACT made on,.....day of.....20.....between the Majlis Perbandaran Klang.
(hereinafter referred to as the "Council") of the one part and

.....
(Company No. :.....)(hereinafter called the "Contractor") and having its registered address at

.....of the other
part.

(The Council and the Contractor shall hereinafter individually be referred to "Party" or collectively as the "Parties")

WHEREAS:

A. The Council is desirous of.....
.....
at.....(hereinafter referred to as
the 'Works') and has caused Drawings, Bills of Quantities, Specification describing the
work to be done to be prepared.

B. The said Drawings numbered.....(hereinafter
referred to as the "Contract Drawings"), and the Bills of Quantities, Specification, Form of
Tender and Letter of Acceptance of Tender have been signed by or on behalf of the
Parties hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definition

Unless the context otherwise requires, this Contract or an item or entry in the Appendices specifically otherwise provides, the following words and phrases in this Contract and the Appendices shall have the meaning given below or ascribed in the clauses or Appendix item to which reference is made:

- (a) **"Contract"** means this contract and the appendices attached hereto;
- (b) **"Contract Documents"** mean the documents forming the tender and acceptance thereof including:
- Form of Tender;
 - Letter of Acceptance of Tender;
 - Contract Drawings;
 - Bills of Quantities;
 - Specifications;
 - Treasury's Instructions;
 -;
 -;
 -;
- and all these documents shall be complementary to one another;
- (c) **"Contractor"** means the person or persons, sole proprietor, partnership, firm or company whose tender for the Works has been accepted and who has or have signed this Contract and includes the Contractor's personal representatives, heirs, successors, executors, administrators, servant and agent;
- (d) **"Contract Period"** means the time frame stipulated in clause 2;
- (e) **"Contract Sum"** means the sum stipulated in clause 7;
- (f) **"Date for Completion"** means the date fixed and stated in Appendix or any other date as provided for in clause 39;
- (g) **"Defects Liability Period"** means the period stated in Appendix or if none stated, the period is twelve (12) months from the date of practical completion certified by the S.O. as provided for under clause 39.3;
- (h) **"Nominated Sub-Contractor" or "Nominated Supplier"** means all specialist, merchants, tradesmen and others executing any work or services, or supplying any materials or goods for which Prime Cost Sum (or P.C. Sums) are included in the Bills of Quantities or which the S.O. has given written instructions in regard to the expenditure of Provisional Sum and who may be nominated by the S.O. and employed by the Contractor as Sub- contractors or Suppliers;
- (i) **"On-Cost Charges"** means officer empowered to take action on behalf of the Council pertaining to clauses;
- (j) **"Officer Named"** means officer empowered to take action on behalf of the Council pertaining to clauses.....;

- (k) **"Prime Cost" or** means a sum for works or services to be executed by a Nominated Sub-Contractor or sums for materials or goods to be

abbreviation "P.C. Sum" obtained from a Nominated Supplier;
- (l) **"Provisional Sum"** means a sum for work or for the supply of goods or materials which cannot be defined or detailed at the time the tender documents are issued;
- (m) **"Site"** means the land and other places on, above, under, in or through which the Works are to be executed and any other lands or places provided or approved by the Council for working space or any other purposes as may be specifically designated in this Contract and whether the same may be on the Site or not;
- (n) **"S.O."** means the Yang Dipertua/Superintending Officer who shall be..... and/or his successors in office;
- (o) **"S.O.'s Representatives"** means any person or persons delegated or authorised in by the S.O. to perform any of the duties of the S.O. as may writing be from time to time notified in writing to the Contractor by the S.O. pursuant to clause 3.3(a) of this Contract;
- (p) **"Works"** means the works specified in the Contract Documents and shall include temporary works.

1.2 Interpretation

- (a) The terms "approved or approval" and "directed or direction" wherever used in this Contract shall be in writing.
- (b) Words importing the singular include the plural and vice versa where the context requires.
- (c) The headings are for convenience of reference only and shall not be deemed to be part of this Contract or be taken into consideration in the interpretation or construction of this Contract.
- (d) Unless otherwise specifically stated, a reference in this Contract and the Appendices to any clause means that clause in this Contract.
- (d) This Contract and the Appendices are to be read as a whole and the effect or operation of any clause in this Contract or item in or entry in the Appendices shall, unless otherwise specifically stated, be read subject to any relevant qualification or modification in any other clauses in this Contract or item in or entry in the Appendices.

2.0 CONTRACT PERIOD

The Contract Period shall be for a period of.....commencing from
.....ending on.....

3.0 THE S.O. AND S.O.'S REPRESENTATIVE

3.1 Duties of S.O. and S.O.'s Representative

The S.O. shall be responsible for the overall supervision and direction of the Works. All matters regarding the Works shall be dealt with by the Contractor with the S.O.

3.2 S.O.'s Representative

- (a) The S.O. may from time to time appoint such number of S.O.'s Representative as hedeems fit.
- (b) The S.O.'s Representative shall be responsible to the S.O. and his duties are to watch and supervise the Works and to test and examine any materials or goods to be used or workmanship employed in connection with the Works.

3.3 S.O.'s Authority to Delegate

- (a) The S.O. may from time to time in writing delegate to the S.O.'s Representative any of the powers and authorities vested in the S.O. as listed in the letter of delegation and shall furnish to the Contractor a copy of all such written delegation of powers and authorities.
- (b) Any instruction or approval given by the S.O.'s Representative to the Contractor within the terms of such delegation shall bind the Contractor and the Council as though it had been given by the S.O. PROVIDED THAT failure of the S.O.'s Representative to disapprove any work or material shall not prejudice the power of the S.O. thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- (c) If the Contractor is not satisfied with any decision of the S.O.'s Representative, the Contractor shall refer the matter to the S.O. who shall confirm, reverse or vary the decision of the S.O.'s Representative.
- (d) The delegation under this clause shall not preclude the S.O. from himself exercising or performing at any time any of the delegated powers and duties.

4.0 S.O.'S RIGHT TO TAKE ACTION

4.1 Notwithstanding any provision in this Contract it is hereby agreed that:

- (a) the power of the S.O. to issue instruction requiring a variation under clause 24 shall be subject to the financial limits as set out in Appendix 1 hereto. If the instruction for a variation under clause 24 is more than the financial limits as set out in the Appendix 1, the S.O. shall obtain the prior written approval of the relevant authorities of the Council; and

- (b) the right to act on behalf of the Council in respect of any matter which arises out of the provisions of clauses 51, 52, 53, 58 and 66 shall be exercised by the Officer Named in Appendix 1;

4.2 The Contractor shall not be entitled to extension of time or any additional cost or expense or whatsoever arising from compliance with this clause 4.

5.0 S.O.'S INSTRUCTIONS

5.1 The S.O. may from time to time issue further drawings, details and/or written instructions (all of which are hereafter collectively referred to as "S.O.'s instructions") in regard to-

- (a) the Variation as referred to in clause 24 hereof;
- (b) any discrepancy in or between the Contract Documents as referred to in clause 8.2(b) hereof;
- (c) the removal from the Site of any materials or goods brought thereon by the Contractor and the substitutions of any other materials or goods therefore;
- (d) the removal and/or re-execution of any works executed by the Contractor;
- (e) the dismissal from the Works of any person mentioned in clause 23.6 hereof employed thereupon;
- (f) the opening up for inspection of any work covered up;
- (g) the amending and making good of any defects whatsoever under clause 48;
- (h) any matter which is necessary and incidental to the carrying out and completion of the Works under this Contract; and
- (i) any matter in respect of which the S.O. is expressly empowered by this contract to issue instructions.

5.2 All instructions issued by the S.O. shall be in writing. The Contractor shall forthwith comply with all instructions issued to him by the S.O. If such instruction is given orally, the S.O. shall then issue a written instruction within seven (7) days from the date of such oral instruction is given.

5.3 If within seven (7) days after receipt of a written notice from the S.O. requiring compliance of an instruction and the Contractor does not comply therewith, then the S.O. without prejudice to any other rights or remedies available to the Council under this Contract, undertake the work departmentally or employ and pay another Contractor or any other persons to execute any work whatsoever which may be necessary to give effect to such instruction. All costs and expenses incurred in connection with such employment (including On-Cost Charges), shall be deducted from any money due or to become due to the Contractor under this Contract, and failing which such deductions shall be recovered from the Performance Bond or as a debt due from the Contractor.

- 5.4 The Contractor shall be responsible for all costs and expenses incurred by the Council in carrying out the Works under clause 5.3 and On-Cost Charges (calculated by applying the Percentage of On-Cost Charges stated in Appendix hereto to the amount incurred). The Council shall be entitled to deduct such costs, expenses and On-cost Charges or any part thereof from any monies due or to become due to the Contractor under this Contract or to recover the same from the Performance Bond or as a debt due from the Contractor.

6.0 SCOPE OF CONTRACT

- 6.1 The Contractor shall upon and subject to this Contract, construct and complete the Works using materials, goods and workmanship of the quality and standards therein specified in accordance with best industry practice.
- 6.2 The Contractor shall also undertake any consequential work in relation to the construction and completion of Works on the Site i.e. removal/diversion of public sewer, water mains, electrical mains, gas mains and telephone mains and the installation of permanent connections thereto shall be borne by the Council. The Council shall reimburse the Contractor for such costs by adding it to the Contract Sum PROVIDED THAT such cost have not already been included in the Contract Sum by way of a Provisional Sum or otherwise.

PROVIDED FURTHER any temporary connection shall be obtained by the Contractor with no additional cost to the Council for purpose of carrying out their work.

- 6.3 The Contractor shall also make good any defect, imperfection, shrinkage or any other fault whatsoever which may appear during the Defects Liability Period in accordance with clause 48 hereof.

7.0 CONTRACT SUM

The Council hereby covenants to pay the Contractor in consideration of the construction and completion of the Works and making good of any defects whatsoever to the Works the sum of Ringgit:.....

(RM.....) or such other sum as shall become payable under and at the times and in the manner specified in this Contract.

8.0 CONTRACT DOCUMENTS

8.1 Custody of the Contract Documents

- (a) The Contract shall be prepared in two (2) original copies. The original copies of the Contract shall remain in the custody of the S.O. and the Contractor.

- (b) Immediately after the execution of this Contract, the S.O. shall furnish to the Contractor without any charge (unless he shall have been previously furnished) with:
 - (i) two (2) copies of the Contract Drawings; and
 - (ii) two (2) copies of the unpriced Bills of Quantities and (if requested by the Contractor) one copy of the priced Bills of Quantities.
- (c) The S.O. shall, as and when necessary and without charge to the Contractor, furnish him with two (2) copies of such further working drawings or details as are reasonably necessary either to explain and amplify the Contract Drawings or the Specification (if any) or to enable the Contractor to construct and complete the Works in accordance with this Contract. PROVIDED THAT nothing contained in the said working drawings or details shall impose any obligation beyond those imposed by the Contract Documents.
- (d) The Contractor shall keep one copy of the Contract Drawings, the Specification (if any), unpriced Bills of Quantities, priced Bills of Quantities (if any) and other like documents referred to in sub-clause (c) hereof on the Site and the S.O. shall at all reasonable times have access to the same.
- (e) Upon final payment being made pursuant to the issuance of Final Account and Payment Certificate under clause 31, the Contractor shall return to the S.O. all drawings, details, specifications, unpriced copy of Bill of Quantities and priced Bill of Quantities, if any.
- (f) None of the documents herein before mentioned shall be used by the Contractor for any purpose other than this Contract.

8.2 Sufficiency of Contract Documents

- (a) The Contract documents are to be taken as mutually explanatory of one another. The Contractor shall provide everything necessary for the proper execution of the Works until its completion according to the true intent and meaning of the Contract Documents taken together whether the true intent and meaning may or may not be particularly shown or described PROVIDED THAT it can be reasonably inferred therefrom.
- (b) If the Contractor shall find any discrepancy in or divergence between any two or more of the Contract Documents including a discrepancy or divergence between parts of any one of them, he shall immediately give to the S.O. a written notice specifying the discrepancy or divergence and the S.Q. shall issue instructions in regard thereto PROVIDED ALWAYS that such discrepancy or divergence shall not vitiate this Contract.

9.0 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE ONTRACTOR

9.1 Representations and Warranties

The Contractor hereby represents and warrants to the Council that-

- (a) it is a corporation validly existing under the laws of Malaysia-;
- (b) the Contractor has obtained a valid registration with the Construction Industry Development Board;
- (c) it has the corporate power to enter into and perform its obligations under this Contract and to carry out the transactions and to carry on its business as contemplated by this Contract*;
- (d) it has taken all necessary corporate actions to authorize the entry into and performance of this Contract and to carry out the transactions contemplated by this Contract*;
- (e) as at the execution date, neither the execution nor performance by it of this Contract nor any transactions contemplated by this Contract will violate in any respect any provision of-
 - (i) its Memorandum and Articles of Association; or
 - (ii) any other document or agreement which is binding upon it or its asset*;
- (f) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Contract;
- (g) this Contract constitutes a legal, valid and binding obligation of the Contractor and is enforceable in accordance with its terms and conditions;
- (h) it has necessary financial and technical capability to undertake the Works,

and the Contractor acknowledges that the Council has entered into this Contract in reliance on its representations and warranties as aforesaid.

9.2 Undertakings of the Contractor*

The Contractor undertakes that-

- (a) it shall comply with all requirements, statutory or otherwise, regulating or relating to the conduct, trade, business or profession of a contractor, and the Contractor shall be fully and solely liable for all costs incurred thereby;
- (b) it shall pay all taxes that may be imposed on the profits made in respect of this Contract in accordance with the applicable laws; and
- (c) it shall ensure that all his employees, including non-Malaysian personnel, comply with all relevant laws to which they are subject to including payment of income tax, which in respect thereto the Contractor shall make such deductions from the salaries of his employees as may be lawfully imposed by the relevant authority.

**applicable only if the Contractor is a company registered under the Companies Act 1965.*

10.0 OBLIGATIONS OF THE CONTRACTOR

The Contractor shall-

- (a) construct, complete, test and commission the Works in accordance with the Specifications, Contract Drawings and any other documents specified in the Contract Documents;
- (b) perform the Works in a proper manner and in accordance with good management practice and to the best advantage of the Council;
- (c) take all appropriate measures expected of a contractor providing similar works to ensure that the Works comply with the requirements of this Contract;
- (d) perform the Works and discharge its obligations as contained in this Contract by exercising professional judgment and practice, requisite skill, care and diligence. In performing the Works, the Contractor shall provide well-outlined procedures in the form agreed by the Council for reporting and co-ordination purposes;
- (e) at all times perform the Works in such manner as will always safeguard and protect the Council's interest in relation to the Works and take all necessary and proper steps to prevent abuse or uneconomical use of facilities, if any, made available by the Council to the Contractor;
- (f) inform the Council immediately in writing of the occurrence of any factor or event, which is likely to affect the Works. Such notification shall not be construed as a discharge of any of the Contractor's obligations under this Contract;
- (g) provide and maintain throughout the Contract Period such number, categories of qualified and competent personnel necessary to perform the Works;
- (h) provide and maintain at its own cost and expense all equipment and materials necessary for the proper and effective performance of the Works;
- (i) instruct and supervise its staffs and sub-contractor in carrying out the Works' repairs and other works in relation to the Works;
- (j) make good any defect, imperfection, shrinkage or any other fault whatsoever which may appear during the Defects Liability Period; and
- (k) carry out any other obligations and responsibilities under this Contract.

11.0 INSPECTION OF SITE

11.1 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his tender as to the following:

- (a) the nature of the ground and subsoil;

- (b) the form and nature of the Site;
 - (c) the extent and nature of the work, materials and goods necessary for the completion of the Works;
 - (d) the means of communication with and access to the site;
 - (d) the accommodation he may require; and
 - (f) in general to have obtained for himself all necessary information as to risks, contingencies and all circumstances influencing and affecting his tender.
- 112 Any information or document forwarded by the Council to the Contractor shall not relieve the Contractor of his obligations under the provisions of this clause.

12.0 PROGRAMME OF WORK

12.1 Within fourteen (14) days from the receipt of the Letter of Acceptance by the Council, the Contractor shall submit to the S.O for his approval -

- (a) a work programme for the carrying out of the Works (hereinafter referred to as "Work Programme") in such form and details as determined by the S.O. showing the detail activities of the Works so as to enable the Council to monitor the progress thereof; and
- (b) a general description in writing, of the arrangements and methods of construction which the Contractor proposes to adopt for the carrying out of the Works.

12.2 The S.O shall within.....(.....) days after receipt of the Contractor's programme:

- (i) approve the Work Programme in writing; or
- (ii) reject the Work Programme in writing with reasons and/or request modifications; and/or
- (iii) request the Contractor to supply further information to clarify or substantiate the Work Programme or to satisfy the S.O as to its reasonableness having regard to the Contractor's obligations under the Contract,

PROVIDED THAT if none of the above actions is taken within the said period of(.....) days the S.O shall be deemed to have approved the Work Programme as submitted.

12.3 The Contractor shall upon receipt from the S.O any request under clause 12.2(ii) or (iii) resubmit a modified Work Programme or provide further information as requested.

12.4 If at any time it should appear to the S.O that the actual progress of Works does not conform to the approved Work Programme referred to herein before the Contractor shall produce, at the request of the S.O., a revised Work Programme showing the modifications to the approved Work Programme necessary to ensure completion of the whole Works within the time for completion provided for in clause 39 hereof or extended time granted pursuant to clause 43 hereof.

12.5 The submission to and approval by the S.O or the S.O's Representative of such Work Programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under this Contract.

13.0 PERFORMANCE BOND/PERFORMANCE GUARANTEE SUM

- 13.1(a) The Contractor shall, on the date of the possession of Site, provide a Performance Bond or Performance Guarantee Sum as the case may be substantially in the form as in Appendix issued by an approved licensed bank or financial institution incorporated in Malaysia in favour of the Council for a sum equivalent to five percent (5%) of the total Contract Sum as specified in Appendix to secure the due performance of the obligations under this Contract by the Contractor. The Performance Bond shall remain valid and effective until twelve (12) 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.
- (b) If the Contractor fails to submit the said Performance Bond as specified in sub-clause (a) above on the date of possession of site, then the Contractor shall be deemed to have opted for Performance Bond in the form of Performance Guarantee Sum as provided for under clause 13.2 hereof.
- 13.2 The Contractor may opt for a Performance Bond in the form of Performance Guarantee Sum in lieu of the Bank, Insurance or Finance Company Guarantee as specified in clause 13.1 hereof whereby deductions of ten percent (10%) shall be made from the first interim payments and subsequent interim payment until the total amount deducted aggregate to a sum equivalent to five (5) percent of the Contract Sum. The amount deducted shall be retained by the Council up to twelve (12) 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.
- 13.3 Notwithstanding anything contained in this Contract, the Council shall be entitled at any time to call upon the Performance Bond, wholly or partially, in the event that the Contractor fails to perform or fulfil its obligations under this Contract and such failure is not remedied in accordance with this Contract.
- 13.4 If a payment is made to the Council pursuant to any claim under the Performance Bond, the Contractor shall issue to the Council further security in the form of additional performance bond or bonds for an amount not less than the amount so paid to the Council on or prior to the date of such payment so that the total sum of the Performance Bond shall be maintained at all times at the value specified in clause 13.1 (a).
- 13.5 The Performance Bond (or any balance thereof remaining for the credit of the Contractor) may be released or refunded to the Contractor on the completion of making good of all defects, shrinkages or other faults which may appear during the Defects Liability Period and upon the giving of the Certificate of Completion of Making Good Defects for the whole of the Works under clause 48.
- 13.6 Notwithstanding the above, in the event that this Contract is terminated under clause 51 hereof the said Performance Bond or any balance thereof shall be forfeited.

14.0 INDEMNITY IN RESPECT OF PERSONAL INJURIES AND DAMAGE TO ROPERTY

14.1 The Contractor agrees with the Council that-

- (a) it shall perform all of its obligations under this Contract at its own risk and releases, to the fullest extent permitted by law, the Council and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from the carrying out of the Works except where such accident, damage, injury or death is caused or contributed to by any act or omission or negligence of the Council or its agents and servants. The Contractor expressly agrees that in the absence of any such act, omission or negligence as aforesaid the Council shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death;
- (b) it shall indemnify and keep indemnified the Council from and against all actions, suits, claims or demands, proceedings, losses, damages, compensation, costs (including legal cost), charges and expenses whatsoever to which the Council shall or may be or become liable in respect of or arising from-
 - (i) the negligent use, misuse or abuse by the Contractor or its personnel, servants, agents or employees appointed by the Contractor;
 - (ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to by carrying out of the Works by the Contractor to any person and not caused by the negligence or wilful act, default or omission of the Council, its agents or servants; or
 - (iii) any loss, damage or injury from any cause whatsoever to property or persons affected by the Works to the extent to which the same is occasioned or contributed to by the act, omission, neglect, breach or default of the Contractor or personnel, servants, agents or employees; and
- (c) the obligations under this clause shall continue after the expiry or earlier termination of this Contract in respect of any act, deed, matter or thing happening before such expiration or termination of this Contract.

14.2 The Contractor shall indemnify, protect and defend at its own cost and expense, the Council and its agents and servants from and against all actions, claims and liabilities arising out of acts done by the Contractor in the performance of this Contract.

15.0 INSURANCE AGAINST PERSONAL INJURIES AND DAMAGE TO PROPERTY

15.1 Taking of Insurance

- (a) Without prejudice to his liability to indemnify the Council under clause 14 hereof, the Contractor shall, as a condition precedent to the commencement of any work under this Contract, effect and maintain such insurances whether with or without an excess amount as specified in Appendix hereto as are necessary to cover the liability of the Contractor and all sub-contractors, whether nominated or otherwise.

- (b) Such insurance shall be for the purpose of personal injuries or death, damage or loss to property, movable or immovable, arising out of, or in the course of, or by reason of the execution of the Works and caused by any negligence, omission, breach of contract or default of the Contractor or any sub-contractor, whether nominated or otherwise, or of any servants or agents of the Contractor or of any such sub-contractor, whether nominated or otherwise. Where an excess amount is specified in Appendix, the Contractor shall bear the amount of such excess. The policy or policies of insurance shall contain a cross liability clause indemnifying each of the jointly insured against claims made by on him by the other jointly insured.
- (c) Such insurance as referred to under sub-clause (a) hereof shall be effected with an insurance company as approved by the Council and maintained in the joint names of the Council and Contractor and all sub-contractors, whether nominated or otherwise. Such insurance shall cover from the period of the date of possession of site until the date of issuance of Certificate of Making Good Defects for any claim occasioned by the Contractor or any sub-contractor in the course of any operations carried out by the Contractor or any sub-contractor for the purpose of complying with his obligations under Clause 48 hereof.

15.2 **Production of Policies**

It shall be the duty of the Contractor to produce and shall deposit the relevant policy or policies of the insurance together with receipts in respect of premiums paid to the S.O., whether demanded or not.

15.3 **Default in Insuring**

If the Contractor fails to effect or renew such insurances as are required to be effected and maintained under this Contract, the Council or the S.O. on its behalf may effect or renew such insurance and shall be entitled to deduct a sum equivalent to the amount in respect of the premiums paid and On-Cost Charges (calculated by applying the 'Percentage for On-cost Charges' stated in Appendix hereto to the premiums paid), from any money due or to become due to the Contractor under this Contract or to recover the same from the Performance Bond or as a debt due from the Contractor.

15.4 **Cancellation of Insurance**

- (a) The Contractor shall ensure that any insurance policy effected hereto shall only be cancelled by the insurer after the expiry of thirty (30) days from the date of receipt by the Council of a written notice from the insurer advising of such impending cancellation PROVIDED THAT the Contractor has been issued with the Certificate of Making Good Defects in accordance with clause 48.
- (b) The Contractor shall not at any time permit or cause to be done any act, matter or thing which may result in any insurance effected by virtue of this Contract being vitiated or rendered void or voidable or whereby the rate of the premium on any insurance effected shall be liable to be increased.

15.5 Loss or Damage Occasioned by Insured Risk

- (c) In the event of any damage or loss occurring during the performance of this Contract, the Contractor shall repair, replace or make good such damage or loss from the amount of insurance claimed, if sufficient, or if insufficient, using his own resources.

16.0 INDEMNITIES TO COUNCIL IN RESPECT OF CLAIMS BY WORKMEN

16.1 Workmen Compensation

- (a) The Contractor shall be liable for and shall indemnify and keep indemnified the Council and its officers or servants from all liabilities arising out of claims by any workman employed by the Contractor in and for the performance of this Contract for payment of compensation under or by virtue of the Workmen's Compensation Act 1952 and the Employee's Social Security Act 1969 or any other law amending or replacing such law and from all costs and expenses incidental and consequential thereto.
- (b) The Contractor shall effect and maintain throughout the Contract Period a "Workmen Compensation Insurance" or any other applicable insurance for its personnel, servants, agents or employees required under the laws of Malaysia.

17.0 EMPLOYEES' SOCIAL SECURITY ACT, 1969

17.1 Registration with SOCSO

Without prejudice to his liability to indemnify the Council under clause 16, the Contractor shall register or cause to register all local workmen employed in the execution of the Works and who are subject to registration under the Employee's Social Security Scheme ("the SOCSO Scheme") in accordance with the Employee's Social Security Act 1969 or any subsequent modification or re-enactment of the said Act. For the purpose of this sub-clause, the term "local workmen" shall include workmen who are Malaysian citizens and those who have permanent resident status.

17.2 Contribution to SOCSO

The Contractor shall submit the Code Number and Social Security Numbers of all the workmen registered under the SOCSO scheme to the S.O. for verification. The Contractor shall make payment of all contribution from time to time on the first contribution day on which the same ought to be paid and until the completion of this Contract and it shall be the duty of the Contractor to produce to the S.O. contribution statement or payment vouchers as evidence of payment of such contribution, whether demanded or not.

17.3 Default in Complying with SOCSO

If the Contractor fails to comply with the terms of this Clause, the Council or the S.O. on its behalf may without prejudice to any other remedy available to the Council for breach of any terms of this Contract:

- (a) withhold an amount from any money which would otherwise be due to the Contractor under this Contract and which in the opinion of the S.O. will satisfy any claims for compensation by workmen that would have been borne by SOCSO Scheme had the Contractor not made default in maintaining the contribution; and/or
- (c) pay such contributions as have become due and remain unpaid and deduct the amount of such contributions including On-Cost Charges (calculated by applying the Percentage of On-Cost Charges stated in Appendix to the contributions paid), from any money due or to become due to the Contractor under this Contract, and failing which such contributions shall be recovered from the Performance Bond or as a debt due from the Contractor.

18.0 INSURANCE OF WORKS

18.1 Taking of Insurance

- (a) The Contractor shall in the joint names of the Council and the Contractor insure against loss and damage by fire, lightning, explosion, storm, tempest, flood, ground subsidence, bursting or overflowing of water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, all work executed and all unfixed materials and goods, delivered to, placed on or adjacent to the Works and intended therefore (but excluding temporary buildings, plant, tools and equipment owned or hired by the Contractor or any sub-contractor, nominated or otherwise) to the full value thereof (plus any amount which may be specifically stated in Appendix or elsewhere in the Contract Documents) and shall keep such work, materials and goods so insured until the completion of the whole of the Works, notwithstanding any arrangement for Sectional Completion or Partial. Occupation by the Council under this Contract. Such insurance policy or policies shall provide expressly for payment in the first place to the Council of any insurance monies due under the policy or policies.
- (c) The said insurance with or without an excess clause as specified in Appendix hereto shall be effected with an insurance company approved by the S.O. and it shall be the duty of the Contractor to produce to the S.O. the said policy or policies and the receipts in respect of the premium paid. Where an excess clause is specified in Appendix, the Contractor shall bear the amount of such excess.

18.2 Default in Insuring

If the Contractor fails to effect or renew such insurance as are necessary under this clause, the Council or the S.O. on its behalf may renew such insurance and pay the premium in respect thereof and deduct the amount so expended including On-Cost Charges (calculated by applying the 'Percentage of On-cost Charges' stated in Appendix to the premiums paid), from any money due or to become due to the Contractor under this Contract, and failing which such premium shall be recovered from the Performance Bond or as a debt due from the Contractor.

18.3 Payment of Insurance in the Event of any Loss/Damage

Upon the occurrence of any loss or damage to the Works or unfixed materials or goods prior to the date the Works has been certified as practically completed by the S.O. in the Certificate of Practical Completion, the Contractor shall notwithstanding that settlement of any insurance claim has not been completed, with due diligence restore, replace or repair the same, remove and dispose of any debris and proceed with the carrying out and completion of the Works. All money if and when received from the insurance under this clause shall be paid in the first place to the Council and then (less any such amounts as are specifically required in Appendix or elsewhere in the Contract Documents) be released to the Contractor by instalments on the certificate for payment issued by the S.O., calculated as from the date of receipt of the money in proportion to the extent of the work of restoration, replacement or repair and the removal and disposal of debris previously carried out by the Contractor. The Contractor shall not be entitled to any payment in respect of the work of restoration, replacement or repair and the removal and disposal of debris other than the money received under the said insurance.

18.4 Cancellation of Insurance Policy

The Contractor shall ensure that any insurance policy effected hereto shall only be cancelled by the insurer after the expiry of thirty (30) days from the date of receipt by the Council of a written notice from the insurer advising of such impending cancellation PROVIDED THAT the Contractor has been issued with the Certificate of Making Good Defects in accordance with clause 48.

19.0 SETTING OUT

19.1 The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the positions, levels, dimensions and alignments of all parts of the Works and for the provisions of all necessary instruments, appliances and labour in connection therewith.

19.2 If at any time during the progress of the Works any error in the positions, levels, dimensions or alignments of any part of the Works is discovered, the Contractor shall at his own expense rectify such error unless such error is based on incorrect data supplied in writing by the S.O.'s Representative in which case the expense of rectifying shall be borne by the Council.

- 19.3 If at any time during the progress of the Works, any error shall appear or arise in the setting-out required to construct the Works or in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the S.O., shall at his own expense rectify such error to the satisfaction of the S.O. The checking of any setting out of or of any line or level by the S.O. shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all things used in the setting-out required for the construction of the Works until the S.O. agrees that the said things may be abandoned.
- 19.4 The Contractor shall give to the S.O. without charge such information as may be required by the S.O. to enable him to check the setting-out required for the construction of the Works including interpreting any marks made by the Contractor for the purpose of setting out.

20.0 UNFIXED MATERIALS AND GOODS

Unfixed materials and goods delivered to, placed on or adjacent to the Site and intended for incorporation therein, shall not be removed except for use upon the Works, unless the S.O. has consented in writing to such removal. Where the S.O. has included the value of such materials or goods in any certificate in accordance with clause 28, under which the Contractor has received payment, such materials and goods shall become the property of the Council, but the Contractor shall remain responsible for loss or damage to the same.

21.0 COMPLIANCE WITH THE LAW

- 21.1 The Contractor shall comply in all respects (including the giving of all notices and the paying of all fees required) with any law, regulation or by-law, or any order or directive issued by any public authority or public service company (hereinafter referred to as "Statutory Requirements"), relating to the Works or, in the case of public authority or public service company, with those systems the same are or will be connected. The Contractor shall submit to the S.O. all approvals received by the Contractor in connection therein. The Contractor shall keep the Council indemnified against all penalties and liability of every kind for breach of any such Statutory Requirements.
- 21.2 If after the Date of Tender (as specified in Appendix) there is any change or amendment in any written law, regulations and by-laws which necessitates any variation to the Works, the Contractor shall, before making such variation, give to the S.O. a written notice specifying and giving the reason for such variation and apply for the S.O.'s instruction in respect of the matter.

22.0 DESIGN

22.1 Design Liability

- (a) Notwithstanding any design and specifications supplied by the Council, if the Contractor is required under this Contract to undertake the design of any part of the Works which is a stand alone design as determined by the Council, the Contractor shall ensure that such design is suitable, functional, safe, compatible and integrates with the design and specifications of the Works and it shall be undertaken, approved and endorsed by a competent and registered professional.
- (b) The Contractor shall submit to the S.O. all drawings, specifications, calculations and any other relevant information pertaining to the stand alone design for approval. No work shall commence without prior written consent of the S.O.
- (c) The Contractor shall be fully responsible and guarantee the Council that the stand alone design, integration, execution of the Works, materials and workmanship for the Works or part of the Works are independent of fault, suitable, functional, safe and compatible with the requirements of the Council.
- (d) The approval of the stand alone design by the S.O pursuant to sub-clause (b) shall not absolve the Contractor from its responsibility under sub-clause (c) and the Contractor shall be liable and shall fully indemnify and keep the Council indemnified for any design defects, damage, inadequacies or insufficiency of such design.

22.2 Design Guarantee Bond

- (a) The Contractor shall provide a Design Guarantee Bond for the stand alone design issued by an approved licensed bank or financial institution of the sum of Ringgit (RM,...) amounting to 5% of the value of the said part of the Works substantially in the form as in Appendix [.....] upon or before the issuance of the Certificate of Practical Completion of the Works as a security for the Contractor's obligations and warranties under Clause 22.1. Such Design Guarantee Bond shall remain valid for a period of 5 years from the date of practical completion of the Works.
- (b) If any defect or damage shall occur to that particular part of the Works as a result of any defect, fault, insufficiency, imperfection, shrinkages or inadequacy in the stand alone design including workmanship, materials or equipment which has become defective arising from design fault then the approved licensed bank or financial institution issuing the Design Guarantee Bond pursuant to sub-clause (a) above shall pay to the Council, on demand by the Council in writing notwithstanding any objection by the Contractor or any third party, the sum of.....being equal to 5% of the value of the said part of the Works or such part thereof as may be demanded.
- (c) If the Design Guarantee Bond is not deposited with the Council in accordance with sub-clause (a) above, the Council shall have the right to claim from the Performance Bond the sum of Ringgit (RM...) being equal to 5% of the value of the said part of the Works or such part thereof as may be demanded

- (d) If a payment is made to Council pursuant to clause (b), the Contractor shall ensure that further security in the form of an additional Design Guarantee Bond for an amount no less than the amount so paid to Council shall be issued to Council prior to or upon the date of such payment. If any of the issued Design Guarantee Bond were to expire prior to the validity period, a replacement Design Guarantee Bond shall be issued to Council on or prior to the date of expiry of the first mentioned Design Guarantee Bond in an amount not less than the amount of that Design Guarantee Bond.

23.0 EMPLOYMENT OF WORKMEN

23.1 Workmen

- (a) The Contractor shall employ, in the execution of this Contract, only Malaysian citizens as workmen.
- (b) If in any particular trade or skill required to complete the Works, the Contractor can show to the satisfaction of the S.O. that Malaysian citizens are not available, then the Contractor may employ non-Malaysian citizens subject to the approval of the Council.
- (c) The Contractor shall on the commencement of the Works furnish to the Jabatan Tenaga Kerja of the State in which this Contract is performed all particulars connected with this Contract and such returns as may be called for from time to time in respect of labour employed by him on for the execution of this Contract, in accordance with the requirements of the Employment Act 1955, Employment (Restriction) Act 1968, and Internal Security (Registration of Labour) Regulation 1960 or any subsequent modification or re-enactment thereof.
- (d) The Contractor shall maintain on the Site at all times during the progress of the Works an up to date register containing particulars of all workers employed by him.
- (e) The Contractor shall cause his sub-contractors (including 'labour only' sub-contractors) and Nominated Sub-Contractors to comply with the provisions of this clause.

23.2 Compliance with Employment Act 1955, etc.

In the employment of workmen for the execution of this Contract, the Contractor shall comply, and shall cause his sub-contractors (including "labour only" sub-contractors) and Nominated Sub-Contractors to comply with all the requirements of the Employment Act 1955, Employment (Restriction) Act 1968, Employee's Provident Fund Act 1951, the Industrial Relations Act 1967 and any other law relating to the employment of workmen, or any subsequent modification or re-enactment thereof. PROVIDED THAT the Contractor shall not be entitled to any claim for additional costs and payments whatsoever in respect of his compliance with this clause.

23.3 Days and Hours of Working

No work shall be done on:

- (a) the weekly day of rest;
- (b) any public holiday which is recognised in the state where this Contract is being carried out; or
- (c) between the hours of six in the evening and six in the following morning;

without the written permission of the S.O. PROVIDED THAT when such written application of the Contractor is approved by the S.O., the Contractor shall comply fully with all the requirements of the Employment Ordinance 1955 in regard thereto or any subsequent modification or re-enactment thereof and shall bear any costs for compliance therewith, and any extra costs incurred by the Council in connection with the supervision of the Works.

23.4 Wages Books and Time Sheets

- (a) The Contractor shall keep and shall cause his sub-contractors (including "labour only" sub-contractors) and Nominated Sub-Contractors to keep proper wages books and time sheets showing wages paid to and the time worked by all workmen employed by him and his sub-contractors as aforesaid in and for the performance of this Contract.
- (b) The Contractor shall produce such wages books and time sheets on demand for inspection by any persons duly authorised by the S.O.
- (c) The Contractor shall furnish to the S.O, or S.O.'s Representative such information relating to the wages and conditions of employment of such workmen as the S.O. may from time to time require.

23.5 Default in Payment of Wages

In the event of default in the payment of-

- (a) any money in respect of wages; and/or
- (b) payment in respect of Employees Provident Fund Contributions,

of any workmen employed by the Contractor or his sub-contractors (including "labour only" sub-contractors) and Nominated Sub-contractors in and for the performance of this Contract, which a claim has been filed with the Department of Labour, then the S.O. shall make payment to the Director General of Labour and/or Employees Provident Fund, as the case may be, out of any monies at any time due to the Contractor under this Contract and such payment shall be deemed to be a payment made to the Contractor by the Council under and by virtue of this Contract.

23.6 Discharge of Workmen

- (a) The Contractor shall employ in and about the execution of the Works only such persons as are of good character, careful, skilled and experienced in their respective vocations and trades.
- (b) The S.O. shall be at liberty to object to and require the Contractor to remove immediately from the Site any person employed by the Contractor in or about the execution of the Works who in the opinion of the S.O. misconducts himself or is incompetent or negligent in the proper performance of his duties. Such person shall not again be employed upon the Works without the prior written permission of the S.O.
- (c) Any person so removed from the Works shall be replaced without delay by a substitute approved by the S.O. PROVIDED THAT the Contractor shall not be entitled to any claim for any expense whatsoever incurred by him in respect of any direction given by the S.O. under this clause.

24.0 VARIATIONS

- 24.1 The S.O. may issue instructions requiring a Variation in a form of a Variation Order. No variation required by the S.O. shall vitiate this Contract. Upon the issuance of such Variation Order, the Contractor shall forthwith comply with the Variation Order issued by the S.O.
- 24.2 The term 'Variation' means a change in the Contract Document which necessitates the alteration or modification of the design, quality or quantity of the Works as described by or referred to therein and affects the Contract Sum, including:
 - (a) the addition, omission or substitution of any work;
 - (b) the alteration of the kind or standard of any of the materials, goods to be used in the Works; or
 - (c) the removal from the Site of any work executed or materials or goods brought thereon by the Contractor for the purposes of the Works other than work, materials or goods which are not in accordance with this Contract.
- 24.3 Any variation made under this clause shall not relieve the Contractor from his obligations under clause 22.1(c).

25.0 VALUATION OF VARIATION

- 25.1 All variations instructed in writing by the S.O. in accordance with clause 24 hereof shall be measured and valued by the S.O. The valuation of Variations, unless previously or otherwise agreed, shall be made in accordance with the following rules:
 - (a) the rates in the Bills of Quantities after adjustment if necessary as provided in clauses 26.6 and 26.7 hereof, shall determine the valuation of work of similar character and executed under similar conditions as work priced therein;

- (b) the said rates, where work is not of similar character or executed under similar conditions as aforesaid, shall be the basis of rates for the same, so far as may be reasonable, failing which a fair valuation thereof shall be made by the S.O.;
 - (c) the rates in the Bills of Quantities shall determine the valuation of items omitted, PROVIDED THAT if the omission substantially vary the conditions under which any remaining items of work are carried out, the rates of such remaining items shall be valued under rule (b);
- 25.2 Where work cannot properly be measured or valued, the S.O. may allow daywork price as specified in Appendix. Unless otherwise provided in the Bills of Quantities, the daywork prices for the purpose of this Contract shall be taken to mean the actual net cost to the Contractor of his materials, plant and labour for the work concerned. The Contractor shall be paid daywork prices, plus fifteen percent (15%), which shall include for the cost of all ordinary plant, tools, scaffolding, supervision and profit. PROVIDED ALWAYS that as a condition precedent to any right to any payment the Contractor shall produce vouchers, receipts and wage books specifying the time for labour and plant employed and materials used to the s.o- not exceeding seven (7) days after the work shall have been done.
- 25.3 The amount of variations shall be certified by the S.O. and added to or deducted from the Contract Sum as the case may be and the amount shall be adjusted accordingly.

26.0 BILL OF QUANTITIES

Basis of Contract Sum

- 26.1 The quality and quantity of the Works as set out in the Bills of Quantities shall be the basis of the Contract Sum. Any error in description or quantity or omission of Works from the Bills of Quantities shall not vitiate this Contract but shall be rectified and the amount in respect of such rectification shall be added to or deducted from the Contract Sum as the case may be.
- 26.2 The Council reserves the right to adjust the prices and rates in the Bills of Quantities submitted by the Contractor to ensure their reasonableness before acceptance of tender and the decision of the Council shall be final.
- 26.3 Any adjustment of the prices and/or rates in the Bills of Quantities required under clause 26.2 and any arithmetical error or omission in the prices or rates and/or calculations of the Contractor in the Bills of Quantities shall before the signing of this Contract be so rectified and adjusted that when correctly calculated, the total amount in the Summary of the Bills of Quantities shall represent the same amount as the tender amount in the Form of Tender. The tender amount shown in the Form of Tender shall remain unaltered but the nett aggregate amount of the difference between the total adjusted amount in the Summary of the Bills of Quantities and the tender amount shown in the Form of Tender, whether a nett deduction or nett addition, shall be calculated as a percentage of the total adjusted amount shown in the Summary of the Bills of Quantities and all prices and/or rates throughout the Bills of Quantities shall be subject to such percentage discounts or premiums as the case may be. Provided always that Provisional and Prime Cost Sums shall be excluded from such calculation and shall not be subject to such percentage discount or premium.

Standard Method of Measurement

- 26.4 The Bills of Quantities, unless otherwise expressly stated in respect of any specified item or items, shall be deemed to have been prepared in accordance with the principles of the Standard Method of Measurement of Building Works as published by the Institution of Surveyors (Malaysia) or Civil Engineering Method of Measurement published by Institution of Civil Engineers (London) or Method of Measurement as set out in Bill of Quantities.

Provisional Quantities

- 26.5 Unless where the quantities of the Works or any part thereof are stated as 'provisional' in the Bills of Quantities such quantities are firm and the Works shall not be subject to re-measurement unless the Bills of Quantities are proven to be erroneous and shall be dealt with under clause 26.1.
- 26.6 Where the quantities of Works are "stated as "provisional" in the Bills of Quantities, such quantities are the estimated quantities which shall not be taken as the actual and correct quantities of Works to be executed by the Contractor in the fulfilment of his obligations under the Contract. The amount to be paid to the Contractor in respect of such Works upon completion of this Contract shall be ascertained by remeasurement of the work as it is actually executed and valued in accordance with clause 25.1 hereof, after adjustment if necessary as provided in clause 25.3 hereof.
- 26.7 For the purpose of clause 26.6, the amount to be paid to the Contractor shall be set off against the amount for such work in the Bills of Quantities, and the balance shall be added to or deducted from the Contract Sum as the case may be.

27.0 MEASUREMENT OF WORKS

- 27.1 The S.O. shall, when he requires any part or parts of the Works to be measured or remeasured for the purposes of clauses of Variation under clause 24 and provisional quantities under clause 26.5, give reasonable notice to the Contractor who shall attend or send a qualified agent to assist the S.O. or S.O.'s Representative in making such measurement and shall furnish all particulars required by the S.O. Should the Contractor fail to attend or neglect or omit to send such agent, then the measurement made by the S.O. or approved by him shall be taken to be the correct measurement of the work.
- 27.2 Upon the completion of the measurement pursuant to clause 27.1, the S.O. shall supply the Contractor with such measurement in respect of the said parts.

28.0 PAYMENT TO CONTRACTOR AND INTERIM CERTIFICATES

- 28.1 When the Contractor has executed work including delivery to or adjacent to the Works of any unfixed materials or goods intended for incorporation into the Works in accordance with the terms of this Contract and their total value of work thereof has reached the sum referred to in Appendix, the S.O. shall at that time make the first valuation of the same.

- 28.2 Thereafter, once (or more often at the discretion of the S.O.) during the course of each succeeding month the S.O. shall make a valuation of the works properly executed and of unfixed materials and goods delivered to or adjacent to the Site, provided the total value of work properly executed and the value of unfixed materials and goods as specified in clause 28.4 hereof, delivered to the Site intended for incorporation into the Works in each subsequent valuation shall not be less than the sum referred to in Appendix.
- 28.3 Within fourteen (14) days from the date of any such valuation being made and subject to the provision mentioned in clause 28.1, the S.O. shall issue an Interim Certificate stating the amount due to the Contractor from the Council. PROVIDED THAT the signing of this Contract shall not be a condition precedent for the issue of the first Interim Certificate (and no other) so long as the Contractor has returned the Letter of Acceptance of Tender duly signed and has deposited with the S.O. or the Council the relevant insurance policies under clauses 15 and 18 hereof.
- 28.4 The amount stated as due in an Interim Certificate shall, subject to any agreement between the Parties as to payment by stages, be the estimated total value of the work properly executed and up to ninety percent (90%) of the value of the unfixed materials and goods delivered to or adjacent to the Site intended for incorporation into the permanent Works up to and including the date the valuation was made, less any payment (including advance payment) previously made paid under this Contract. PROVIDED THAT such certificate shall only include the value of the said unfixed materials and goods as and from such time as they are reasonably and properly and not prematurely delivered to or adjacent to the Site and adequately protected against weather, damage or deterioration.
- 28.5 This clause shall not apply to any unfixed materials and goods which are supplied and delivered by Nominated Suppliers for which payment shall be made for the full value of the unfixed materials and goods.
- 28.6 Within a number of days as stated in Appendix (or if none stated then within thirty (30) days of the issue of any such Interim Certificate), the Council shall make a payment to the Contractor as follows:
- (a) where the Performance Bond is in the form of a Banker's, Insurance or Finance Company Guarantee, payment shall be made on the amount certified as due to the Contractor in the said Interim Certificate; or
 - (b) where the Performance Bond is in the form of a Performance Guarantee Sum, payment of ninety percent (90%) on the amount certified as due to the Contractor shall be made with the remaining ten percent (10%) being retained by the Council as a Performance Guarantee Sum. PROVIDED THAT when the sum retained is equivalent to five percent (5%) of the Contract Sum then in any subsequent Certificate, payment shall be made on the full amount certified as due to the Contractor.

29.0 ADJUSTMENT OF CONTRACT SUM

The amount to be added to or deducted from the Contract Sum in respect of expense or loss due to fees and charges in relation to the supply of water and electricity and permanent connections to water, electricity, telephone and sewerage mains under clause 6.2, variations under clause 24, rectification of errors in Bill of Quantities under clause 26.3, fluctuation of price under clause 30, payment of P.C. Sums and Provisional Sums under clause 34, opening up work for inspection and testing of materials or goods and executed work under clause 35.2, loss and expense under clause 44 and costs of disposal of fossils, etc. under clause 65 hereof, shall be certified by the S.O.

30.0 FLUCTUATION OF PRICE

In accordance with the Special Provisions to the Conditions of Contract for Fluctuation of Price as contained in Appendix (if applicable), the amount payable by the Council to the Contractor upon the issue by the S.O. of an Interim Certificate under clause 28 hereof shall be increased or decreased accordingly. The net total of any such increases or decreases shall be given effect to in determining the Contract Sum.

31.0 FINAL ACCOUNT AND PAYMENT CERTIFICATE

- 31.1 As soon as is practicable but not later than three (3) months after the issuance of the Certificate of Practical Completion, the Contractor shall submit full particulars complete with receipts, vouchers records that would substantiate the Contractor's claim under clause 44 together with any documents, supporting vouchers and any explanation and calculations including documents relating to the accounts of Nominated Sub-Contractors or Nominated Suppliers, which may be necessary to enable the Final Account to be prepared by the S.O. PROVIDED ALWAYS the Contractor had given the notice of claim in writing within the stipulated time or times in the said provisions.
- 31.2 If the Contractor fails to submit full particulars of all claims within the stipulated period, the S.O. shall forthwith make the assessment based on the available documents submitted by the Contractor for the purpose of the Final Account. The Council shall be discharged from all liabilities in connection with the claims.
- 31.3 Within three (3) months after the expiry of the Defects Liability Period for the whole of the Works or three (3) months after the issue of the Certificate of Completion of Making Good Defects under clause 48 hereof, whichever is the later, the S.O. shall issue the Final Certificate.
- 31.4 The Final Certificate shall be supported by documents, and full particulars complete with receipts, vouchers records showing the S.O.'s final valuation of Works and any amount determined in clause 31.1 in accordance with the terms of this Contract. After setting out or allowing for all payments or other expenditure of the Council or any permitted deductions made by the Council or the S.O. on its behalf, the Final Certificate shall state any final balance due from the Council to the Contractor or from the Contractor to the Council, as the case may be, which shall thereupon become the debt payable. Such certificate shall also take account of any outstanding permitted deductions not yet made by the Council under the terms of this Contract whether byway of liquidated damages or otherwise.

- 31.5 No final payment due to the Contractor under the Final Certificate, shall be made unless and until the Contractor shall have satisfied the S.O. by means of a Statutory Declaration made by or on behalf of the Contractor to the effect that the workmen who have been employed by the Contractor on the Works including workmen employed by sub-contractors, whether nominated or otherwise (including "labour only" sub-contractors) have received all wages due to them in connection with such employment, and that all dues or contributions under the Employment Act 1955, the Employee's Social Security Act 1969, the Employee's Provident Fund Act 1965 and any other laws relevant to the employment of workmen, have been paid.

32.0 EFFECT OF S.O.'S CERTIFICATES

No certificate of the S.O. under any provision of this Contract shall be considered as conclusive evidence as to the sufficiency of any work, materials or goods to which it relates, nor shall it relieve the Contractor from his liability to amend and make good all defects, imperfections, shrinkages, or any other faults whatsoever as provided by this Contract. In any case, no certificate of the S.O. shall be final and binding in any dispute between the Council and the Contractor if the dispute is brought whether before an arbitrator or in the Courts.

33.0 DEDUCTION FROM MONEY DUE TO CONTRACTOR

The Council or the S.O. on its behalf shall be entitled to deduct any money owing from the Contractor to the Council under this Contract from any sum which may become due or is payable by the Council to the Contractor under this Contract or any other contracts to which the Council and Contractor are Parties thereto. The S.O. in issuing any certificate under clauses 28 and 31, shall have regard to any such sum so chargeable against the Contractor, provided always that this provision shall not affect any other remedy to which the Council may be entitled for the recovery of such sums.

34.0 PRIME COST / PROVISIONAL SUMS

- 34.1 In respect of any and every Prime Cost or P.C. Sum provided in the Contract, the amount due to any Contractor shall be determined by deducting the said Prime Cost or P.C. Sum and the relevant profit and/or attendance charges from the Contract Sum and substituting for the same with the actual amount due to relevant Nominated Sub-Contractor or Nominated Supplier as valued in accordance with the relevant sub-contract and the sums due to any Contractor by way of profit and/or attendance charges at the rates or prices stipulated in the Contract Documents (if any).
- 34.2 The Provisional Sum may be expended at such times and in such amounts as the S.O. May direct. Such sum if not used either wholly or in part shall be deducted from the Contract Sum. The value of works which are executed by the Contractor in respect of Provisional Sums shall be ascertained in accordance with clause 25 hereof. The said value of such work executed by the Contractor shall be set off against all such Provisional Sums and the balance shall be added to or deducted from the Contract Sum as the case may be.

- 34.3 Any work to be executed, or materials or goods to be supplied for which Provisional Sums are provided in the Bills of Quantities may, if the S.O. so decides, be treated as P.C. Sum items and shall be dealt with in accordance with clause 34.1.
- 34.4 Where the Contractor in the ordinary course of his business directly carries out works for which P.C. Sums are provided in the Bills of Quantities and where such works are set out in Appendix hereto and the S.O. is prepared to accept tenders from the Contractor for such works the Contractor shall be permitted to tender for the same or any of them without prejudice to Council's right to reject the lowest or any tender. If the tender of the Contractor for any work included in the P.C. Sum is accepted, such tender shall be held to include the profit and attendance charges, and the Contractor shall not be entitled to the profit and attendance charges as contained in the Bills of Quantities notwithstanding any provision to the contrary under clause 34.1.

35.0 MATERIALS, GOODS AND WORKMANSHIP

- 35.1 All materials, goods and workmanship shall be of the respective kinds and standards described in the Specification and of good quality and in accordance with the standard of the workmanship in the industry. The Contractor shall upon the request of the S.O. furnish him with the relevant certificates and/or vouchers to prove that the materials and goods comply with the Specification.
- 35.2 The Contractor shall, entirely at his own cost, provide samples of materials and goods for testing purposes. The Contractor shall, when instructed by the S.O. to open up for inspection any work covered up, or arrange for or carry out any test of any materials or goods (whether or not already incorporated in the Works) or of any executed work which the S.O. may in writing require and the cost of such opening up or testing (together with the cost of making good in consequence thereof) shall be added to the Contract Sum unless provided for in the Bills of Quantities by way of Provisional Sums or otherwise or unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract.
- 35.3 The Contractor shall pay all duties and taxes which may be imposed by law, such as customs duties and sales tax, on all materials, goods and equipment, whether purchased or imported in the Contractor's name or his agent, which are incorporated in the Works or used directly in the construction, completion or maintenance of the Works.
- 35.4 Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent fees and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Works.

36.0 INSPECTION AND TESTING OF MATERIALS, GOODS AND EQUIPMENT

- 36.1 Further to his the Contractor's obligations under clause 10, the Contractor shall submit to the S.O. for his approval, proposals for inspecting the design and setting out of the Works and testing the materials and workmanship to ensure that the Contractor's obligations under the Contract are fulfilled.

- 36.2 The Contractor shall carry out the inspection and tests approved under clause 36.5 or elsewhere in the Contract and such further tests as the S.O. may reasonably require, including to open up for inspection any work covered up or to carry out any test of any materials or goods (whether or not already incorporated in the Works or any executed Works).
- 36.3 The S.O may issue instructions to the Contractor to remove from the Site or rectify any work, goods which are not in accordance with this Contract at his own cost.
- 36.4 The Contractor shall, as may be required by the S.O. from time to time, provide such assistance, instruments, machines, labour and materials as are normally required for the purpose of examining, measuring and testing of any work, as well as and the quality, weight or quantity of the materials used, and shall supply samples of materials before incorporation in the Works for testing.
- 36.5 Unless the Contract otherwise provides, the cost of making any test shall be borne by the Contractor if such test is;
- (a) proposed by the Contractor; or
 - (b) clearly intended by or provided for in the Contract.
- 36.6 Notwithstanding anything in clause 36.5, if the Contractor carries out any further test as required by the S.O. pursuant to clause 36.2 and the result of such test shows the workmanship or materials is not in accordance with the provisions of the Contract, then the cost of such test shall be borne by the Contractor. But if the result of such test shows the workmanship or materials comply with the provisions of the Contract, then the cost of such test shall be borne by the Council.
- 37.0 CONSTRUCTIONAL PLANT, EQUIPMENT, VEHICLES AND MACHINERIES**
- 37.1 The Contractor shall pay all port dues including (but not by way of limitation) wharfage dues, pilotage fees, anchorage, berthage and mooring fees, quarantine dues, loading portorage and overtime fees for constructional plant, equipment, vehicles and machineries for use directly in connection with the construction, completion of the works brought into and despatched from Malaysia by the Contractor (or in his name by agents).
- 37.2 The Contractor shall furnish to the S.O. all such shipping documents, invoices and other documentation as may be required by the Customs Authorities in connection with the importation of goods, materials, constructional plant, equipment, vehicles and machineries.
- 37.3 In the case of constructional plant, equipment, vehicles, and machineries imported on the Contractor's behalf by importing agents and the like both the shipping documents and the invoices of the original suppliers or manufacturers must indicate clearly that the consignment is for the Contractor's account.
- 37.4 The procedure in respect of the requirements of the foregoing shall be determined by the Customs Authorities. The Contractor shall make written application to the S.O. and shall provide the relevant documentation of all constructional plant, equipment, vehicles and machineries to be imported into Malaysia not less than forty-five (45) days before the arrival of the said constructional plant, equipment, vehicles and machineries.

- 37.5 The Contractor shall pay all charges and other expenses in connection with the landing and shipment of all constructional plant materials and other things of whatsoever nature brought into or despatched from Malaysia for the purpose of the Contract.
- 37.6 The Contractor shall make his own arrangement in obtaining clearance through the Customs of constructional plant, equipment, vehicles and machineries. However, if required, the S.O.'s assistance may be sought.
- 37.7 Under this Contract, the Contractor shall be required to furnish all lists of constructional plant, equipment, vehicles and machineries to the S.O. whether the constructional plant, equipment, vehicles and machineries are hired or acquired.

38.0 POSSESSION OF SITE

- 38.1 No work under this Contract shall commence unless and until the Performance Bond stipulated under clause 13 and such insurance policy as specified under clauses 15 and 18 shall have been deposited with the Council, PROVIDED THAT for the purposes of this clause only (but for no other), if the Contractor shall produce to the Council the cover note of the said insurance policy and the receipt of premium paid, it shall be a sufficient discharge of his obligations under this clause.
- 38.2 Unless the Contract Documents shall otherwise provide, possession of the Site as complete as may reasonably be possible but not so as to constitute a tenancy, shall be given on or before the "Date for Possession" stated in the Letter of Acceptance to the Contractor who shall thereupon and forthwith commence the Works (but subject to clause 38.1) and regularly and diligently proceed with and complete the Works on or before the Date for Completion as stated in Appendix.
- 38.3 The "Date for Completion" of the Works as referred to under clause 39 hereof shall be calculated from the said "Date for Possession". PROVIDED ALWAYS that the possession of Site may be given in section or in parts and any other restrictions upon possession of the Site shall be stated in the Appendix to these Conditions or in the Contract Documents.
- 38.4 In the event of any delay in giving possession of the Site from the "Date for Possession" as stated in Letter of Acceptance or delay in giving any section or part of the Site as provided in clause 38.3, the S.O. may issue instructions in regard to the revision of the "Date for Possession" and the "Date for Completion" shall be appropriately revised under clause 43.1 (h) hereof, but the Contractor shall not be entitled to claim for any loss or damage caused by such delay in giving possession of the Site, nor shall he be entitled to terminate this Contract.

- 38.5 In the event that the giving of the possession of the whole Site is delayed beyond ninety (90) days of the "Date for Possession" stated in the Letter of Acceptance, the S.O. shall give written notice to the Contractor of the causes of such delay. Upon the receipt of the said written notice issued by the S.O., the Contractor may, inform the S.O. in writing of its decision within fourteen (14) days of receipt of the said notice either to:
- (a) agree to proceed with the Works when the Site is subsequently made available, in which case clause 38.4 shall apply in particular, the Contractor shall not be entitled to claim for any loss or damage caused by such delay in giving possession of the Site, or
 - (b) terminate this Contract, without prejudice to any other rights or remedies that the Council and the Contractor may have as a result of the termination.
- 38.6 In the event that the giving of possession of any section or part of the Site (whether provided for in clause 38.3 or otherwise) is delayed beyond ninety (90) days from the Date of Possession stated in the Appendix or the date the Contractor is scheduled to commence work on that section or part of the Works in accordance with the approved programme of Works as referred to in clause 12 hereof as the case may be, then the S.O. shall give written notice to the Contractor of the causes of such delay. Upon receipt of the said written notice, the Contractor may inform the S.O. in writing, within fourteen (14) days of receipt of the said notice of its decision either to:
- (a) agree to proceed with the Works when the section or part of the Site is subsequently made available, in which case sub-clause 38.5(a) above shall apply and in particular, the Contractor shall not be entitled to claim for any loss or damage caused by such delay as aforesaid; or
 - (b) request for S.O.'s instruction to omit the relevant section or part of the Works from the Contract. If the S.O. agrees to such request then the relevant section or part of the Works shall be duly omitted and deemed to be a variation to the Contract. Such variation shall not vitiate this Contract. If the S.O. does not agree to such request as aforesaid, then the Contractor shall be entitled to claim for any loss and/or expenses caused by and in respect of such delay beyond ninety (90) days as aforesaid.

39.0 COMPLETION OF WORKS

- 39.1 Subject to clauses 38.3 and 41, the Contractor shall complete the whole of the Works on or before the "Date for Completion" as stated in the Appendix or such extended time as may be allowed under clause 43 hereof.
- 39.2 If the Contractor considers that the works have achieved practical completion, the Contractor shall notify the S.O. in writing to that effect.

- 39.3 Within 14 days of receipt of such notice, the S.O. shall carry out testing/ inspection of the Works. Pursuant to such inspection/testing, the S.O. shall -
- (a) issue the Certificate of Practical Completion to the Contractor if in his opinion the whole Works have reached Practical Completion and have satisfactorily passed any inspection/test carried out by the S.O. The date of such completion shall be certified by the S.O. and such date shall be the date of the commencement of the Defects Liability Period as provided in clause 48 hereof; or
 - (b) give instruction to the Contractor specifying all defective works which are required to be completed by the Contractor before the issuance of the Certificate of Practical Completion.
- 39.4 If the S.O. has given instruction pursuant to clause 39.3(b), no Certificate of Practical Completion shall be issued to the Contractor until the Contractor has effectively carried out the remedial work within reasonable period to the satisfaction of the S.O.
- 39.5 The Works shall not be regarded as practically complete unless it has fulfilled the following:
- (a) the Works have been completed in accordance with the terms and conditions of this Contract;
 - (b) the Council can have full, proper and beneficial use of the Works for their intended purpose, notwithstanding that there may be works of a very minor defects PROVIDED THAT such works do not prevent or diminish the full, proper and beneficial use as aforesaid;
 - (c) the Works have passed any commissioning tests required in the Contract Document;
 - (d) the Works shall be made available to the Council in a condition fit for occupation; and
 - (e) all the essential services, including access roads, landscape, car parks, drains, sanitary, water and electricity installation, fire hydrant, sewerage and refuse disposal equipment and fire lifts specified in this Contract.
- 39.6 When the whole of the Works have reached practical completion to the satisfaction of the S.O., the date of such completion shall be certified by him and such date shall be the date of the commencement of the Defects Liability Period as provided in clause 48 hereof.

40.0 DAMAGES FOR NON-COMPLETION

- 40.1 If the Contractor fails to complete the Works by the Date for Completion or within any extended time granted pursuant to clause 43, the S.O. shall forthwith issue a Certificate of Non-Completion to the Contractor.

- 40.2 Without prejudice to the Council's right to terminate this Contract, when the S.O. issues the Certificate of Non-Completion, the Council shall be entitled to recover from the Contractor, Liquidated and Ascertained Damages calculated at the rate stated in Appendix 1 from the period of the issuance of the Certificate of Non-Completion to the date of issuance of Certificate of Practical Completion or the date of termination of this Contract. The S.O. may deduct such Liquidated and Ascertained Damages from any money due or to become due to the Contractor, failing which such damages shall be recovered from the Performance Bond or as a debt due from the Contractor. The S.O. shall inform the Contractor in writing of such deduction.
- 40.3 The Liquidated and Ascertained Damages stated in Appendix 1 shall be deemed to be a reasonable amount of Joss which the Council will suffer in the event that the Contractor is in breach of this clause. The Contractor by entering into this Contract agrees to pay to the Council the said amount(s) if the same become due without the need of the Council to prove his actual damage or loss.
- 40.4 The payment or deduction of such Liquidated and Ascertained Damages shall not relieve the Contractor from his obligation to complete the Works or from any of its obligations and liabilities under the Contract.

41.0 SECTIONAL COMPLETION

- 41.1 Where different completion dates for different sections or parts of the Works are stated and identified in Appendix or elsewhere in the Contract Documents and different and separate Liquidated and Ascertained Damages are provided for each section or part of the Works, the provisions of this Contract in regard to:
- (a) Certificate of Practical Completion;
 - (b) Delay and Extension of Time;
 - (c) Liquidated Ascertained Damages; and
 - (d) Defects Liability Period,

but not insurance of the Works under clause 18, Performance Bond under clause 13 and final payment on the Final Certificate. under clause 31 hereof shall, in the absence of any express provision to the contrary elsewhere in the Contract Documents apply as if each such section or part was the subject of a separate and distinct contract between the Council and the Contractor.

- 41.2 For the avoidance of doubt, nothing contained in clause 41.1 shall entitle the Contractor to the release of the whole or any part of the Performance Bond or Performance Guarantee Sum deposited by him. The Performance Bond or Performance Guarantee Sum shall be released or be refunded only upon the issue of the Certificate of Making Good Defects of the whole of the Works or in respect of the last section of the Works, as the case may be.

42.0 PARTIAL OCCUPATION/TAKING OVER BY COUNCIL

- 42.1 If at any time before the whole of the Works have reached practical completion pursuant to clause 39, the Council with the consent of the Contractor (which consent shall not be unreasonably withheld) shall take possession of and occupy any part or parts of the same (any such part being hereinafter in this Clause referred to as 'the relevant part'), then notwithstanding anything expressed or implied elsewhere in this Contract.

Certificate of Partial Occupation

- (a) within seven (7) days from the date on which the Council shall have taken possession of the relevant part, the S.O. shall issue a Certificate of Partial Occupation in respect of the relevant part stating the estimated value of the said relevant part, and for all the purposes of this Clause (but for no other) the value so stated shall be deemed to be the total value of the said relevant part;

Defects Liability Period

- (b) for the purposes of clauses 39 and 48 hereof, the relevant part shall be deemed to have reached practical completion and the Defects Liability Period in respect of the relevant part shall be deemed to have commenced on the date on which the Council shall have taken possession and occupied thereof;

Certificate of Making Good Defects

- (c) at the end of the Defects Liability Period of the relevant part and if in the opinion of the S.O. any defect, imperfection, shrinkage or any other fault whatsoever in respect of the relevant part which he may have required to be made good under clause 48.1, shall have been made good by the Contractor, the S.O. shall issue a certificate to that effect;

Reduction of Liquidated Ascertained Damages

- (d) if, before the time of completion of the whole of the Works or, if applicable any section, a Certificate of Practical Completion has been issued for any part of the Works or of a section, the rate of the liquidated and ascertained damages for delay in completion of the remainder of the Works or of that section shall, for any period of delay after the date stated in such Certificate of Practical Completion, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or section, as applicable;

Insurance of the Works

- (e) notwithstanding the partial occupation by the Council of the relevant part the Contractor shall insure and keep insured the Works in the manner as stipulated under clause 18 and the Contractor shall give notice to the insurer of such partial occupation; and

Performance Bond Not Affected

- (f) it is expressly agreed that nothing contained in the preceding paragraphs shall entitle the Contractor to the release of the Performance Bond or any part thereof deposited by him under clause 13 hereof, the intention being that the said Performance Bond or any part thereof shall be released or refunded only upon the completion of making good all defects, imperfections, shrinkages or other faults which may appear during the Defects Liability Period and upon the giving of the Certificate of Completion of Making Good Defects for the whole of the Works under clause 48 hereof.

43.0 DELAY AND EXTENSION OF TIME

43.1 Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor shall forthwith give written notice to the S.O as to the causes of delay and relevant information with supporting documents enabling the said officer to form an opinion as to the cause and calculation of the length of delay. If in the opinion of the S.O the completion of the Works is likely to be delayed or has been delayed beyond the Date for Completion stated in Appendix 1 or beyond any extended Date for Completion previously fixed under this Clause due to any or more of the following events;

- (a) force majeure as provided under clause 58;
- (b) exceptionally inclement weather;
- (c) suspension of Works under clause 50;
- (d) directions given by the S.O., consequential upon disputes with neighbouring owners provided the same is not due to any act, negligence or default of the Contractor or any sub-contractor, nominated or otherwise;
- (e) S.O.'s instructions issued under clause 5 hereof, PROVIDED THAT such instructions are not issued due to any act, negligence, default or breach of this Contract by the Contractor or any sub-contractor, nominated or otherwise;
- (f) the Contractor not having received in due time instructions in regard to the nomination of sub-contractors and/or suppliers provided in this Contract, necessary instructions, drawings or levels for the execution of the Works from the S.O. due to any negligence or default of the S.O. PROVIDED THAT the Contractor shall have specifically applied in writing on a date which having regard to the Date for Completion stated in Appendix or to any extension of time then fixed under this clause, was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same;
- (g) delay in giving possession of the Site as provided under clause 38.4 hereof other than claim in effecting insurance and Performance Bond;
- (h) delay on the part of artists, tradesmen or others engaged by the Council in executing work not forming part of this Contract;

- (i) the Contractor's inability for reason beyond his control and which he could not reasonably have foreseen at the date of closing of tender of this Contract to secure such goods, materials and/or services as are essential to the proper carrying out of the Works; or
- (j) delay on the part of the Nominated Sub-contractors and/or Nominated Suppliers to perform their works, due to reasons as stated above in sub-clauses (a) to (i),

then the S.O. may if he is of the opinion that the extension of time should be granted, so soon as he is able to estimate the length of the delay beyond the date or time aforesaid issue a Certificate of Delay and Extension of Time giving a fair reasonable extension of time for completion of the Works.

PROVIDED THAT all such delays are not due to any act, negligence, default or breach of contract by the Nominated Sub-contractor and/or Nominated Supplier and/or the Contractor, or any of the servants or agents of such Nominated Sub-contractor or Nominated Supplier or the Contractor.

PROVIDED ALWAYS that the Contractor has taken all reasonable steps to avoid or reduce such delay and shall do all that may reasonably be required to the satisfaction of the S.O. to proceed with the Works.

PROVIDED FURTHER that the Contractor shall not be entitled to any extension of time where the instructions or acts of the S.O. are necessitated by or intended to remedy any default or breach of contract by the Contractor.

44.0 CLAIMS FOR LOSS AND EXPENSE

- 44.1 If at any time during the regular progress of the Works or any part thereof has been materially affected by reason of delays as stated under clause 43.1 (c), (d), (e), (f) and (h), and the Contractor has incurred direct loss and/or expense beyond that reasonably contemplated and for which the Contractor would not be reimbursed by a payment made under any other provision in this Contract, then the Contractor shall within thirty (30) days of the occurrence of such event or circumstances Or instructions give notice in writing to the S.O. of his intention to claim for such direct loss or expense together with an estimate of the amount of such loss and/or expense, subject always to clause 44.2 hereof.
- 44.2 As soon as is practicable but not later than ninety (90) days after practical completion of the Works, the Contractor shall submit full particulars of all claims for direct loss or expense under clause 44.1 together with all supporting documents, vouchers, explanations and calculations which may be necessary to enable the direct loss or expense to be ascertained by the S.O.. The amount of such direct loss or expense ascertained by the S.O. shall be added to the Contract Sum.
- 44.3 If the Contractor fails to comply with clauses 44.1 and 44.2, he shall not be entitled to such claim and the Council shall be discharged from all liability in connection with the claim.

45.0 INVESTIGATION BY THE COUNCIL AND OTHER PERSONS IN CASE OF ACCIDENT, FAILURE OR OTHER EVENT

Where the Council, its employee or any person or body appointed or authorised by it carries out any investigation in relation to any accident, failure or other event which has occurred to, in or in connection with the Works or any part thereof for the purpose of determining the cause or reason for the said accident, failure or event, the Contractor shall render all such necessary assistance and facilities as may be required by the Council, its employee or such person or body, including the giving of access to all specifications, designs, records and other available information relating to the Works.

46.0 ACCESS FOR WORKS, ETC.

46.1 Access for S.O.

- (a) The S.O. and any person authorised by the S.O. shall at all times have access to the Works and to the factories, workshops or other places of the Contractor or of any sub-contractor or supplier where any equipment, materials, goods or work are being manufactured, fabricated, assembled, prepared or stored for the Contract.
- (b) Where any such equipment, materials, goods or work are being manufactured, fabricated, assembled, prepared or stored in the factories, workshops or other places of a sub-contractor or supplier, the Contractor shall by a term in the sub-contract secure a similar right of access to those factories, workshops or other places for the S.O. and any person authorised by the S.O., and shall take reasonable steps required of him by the S.O. to enforce or assist in enforcing such right.
- (c) Any person so removed from the Works shall be replaced without delay by a substitute approved by the S.O.; PROVIDED THAT the Contractor shall not be entitled to any claim for any expense whatsoever incurred by him in respect of any direction given by the S.O. under this Clause.

46.2 Access for Other Contractors and Workmen

The Contractor shall in accordance with the requirements of the S.O. afford all reasonable access and facilities to any other person engaged by the Council and their workmen and of any other constituted authorities for the purposes of executing any work on or near the Site.

47.0 SUB-CONTRACT OR ASSIGNMENT

- 4 7.1 The Contractor shall not without the prior written consent of the S.O. (which consent shall not be unreasonably delayed or withheld) sub-contract the design for any portion of the Works under clause 22 of this Contract. Where the S.O. consents to any sub-contract under this clause, such consent shall not in any way absolve the obligations of the Contractor under clause 10.

- 47.2 The Contractor shall not sub- contract the whole or any substantial part of the Works without the prior written consent of the S.O. (which consent shall not be unreasonably delayed or withheld). Any such consent, if given, shall not relieve the Contractor from any liability or obligation under this Contract and he shall be responsible for the due observance by such sub-contractors, of all the terms, stipulations and conditions under this Contract.
- 47.3 Notwithstanding any sub-contract made pursuant to clauses 47.1 and 47.2, the Contractor shall be fully responsible for the acts, defaults or neglects of any sub-contractor, including 'labour only' sub-contractors, his agents, servants or workmen as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen; PROVIDED THAT the provision of labour on a piecework basis shall not be deemed to be a sub-contract under this clause.
- 47.4 It shall be a condition in any sub-contract which has been consented to by the Council that upon termination of the Contractor's employment under the Contract, the employment of the sub-contractor under the sub-contract shall terminate immediately. No claim whatsoever shall be made by the Contractor and/or sub-contractor against the Council for any work done or materials or goods supplied.
- 47.5 If the Contractor sub-contracts the Works, in whole or in part, to any person without getting prior written consent of the S.O. as provided under this clause, the S.O. shall have the right to instruct the Contractor to forthwith terminate such sub-contract and the Contractor shall be liable for all costs and expense relating to such termination.
- 47.6 The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or thereunder otherwise than by way of assignment in favour of the Contractor's banker or any financial institution or Corporation of any monies due or to become due under this Contract without prior written consent of the S.O.

48.0 DEFECTS AFTER COMPLETION

48.1 Completion of Outstanding Work and Remedying Defects

- (a) At any time during the Defects Liability Period as stated in Appendix hereto (or if none stated the period is twelve (12) months from the date of practical completion of the Works), any defect, imperfection, shrinkage or any other fault whatsoever which may appear and which are due to materials or goods or workmanship not in accordance with this Contract, the S.O. shall issue written instruction to the Contractor to make good such defects, imperfections, shrinkages or any other fault whatsoever at the Contractor's own cost. The Contractor shall complete all such works with due expedition or within such time as may be specified by the S.O.

- (b) Without prejudice to sub-clause (a), any defect, imperfection, shrinkage or any other fault whatsoever which may appear during the Defects Liability Period to be made good by the Contractor, shall be specified by the S.O. in the Schedule of Defects which he shall deliver to the Contractor not later than fourteen (14) days after the expiration of the Defects Liability Period. The defects, imperfections, shrinkages or any other fault whatsoever specified in the Schedule of Defects shall be made good by the Contractor at his own costs and to be completed within a reasonable time but in any case not later than three (3) months after the receipt of the said Schedule. PROVIDED THAT the S.O. shall not be allowed to issue any further instruction requiring the Contractor to make good of any defect, imperfection, shrinkage or any other fault whatsoever after the issuance of the said Schedule of Defects or after fourteen (14) days from the expiration of the said Defects Liability Period, whichever is the later.

48.2 Default in Remedying Defects

If the Contractor shall fail to comply with either clause 48.1 (a) and/or 48.1 (b) within the time so specified, the materials or works so affected may be made good in such manner as the S.O. may think fit, in which case the costs incurred including On-Cost Charges (calculated by applying the Percentage of On-Cost Charges stated in Appendix to the costs incurred), shall be deducted from any money due or to become due, to the Contractor under this Contract and failing which such costs shall be recovered from the Performance Bond or as a debt due from the Contractor.

48.3 Diminution in Value of Works

If any defect, imperfection, shrinkage or any other fault whatsoever is such that, in the opinion of the S.O., it shall be impracticable or inconvenient to the Council to have the Contractor to remedy the same, the S.O. shall ascertain the diminution in the value of the Works due to the existence of such defects, imperfections, shrinkages or any other fault whatsoever. The amount of such diminution shall be recoverable by the Council from the Contractor as a debt due under the Contract and failing which such diminution shall be recovered from the Performance Bond.

48.4 Certificate of Completion of Making Good Defects

When in the opinion of the S.O. the Contractor has made good the defects, imperfections, shrinkages or any other fault whatsoever which he is required to make good under clauses 48.1(a) or (b), or both, the S.O. shall issue a certificate to that effect, and the date specified in such certificate shall be the date on which the Contractor has completed making good such defects, imperfections, shrinkages or any other fault whatsoever. The said Certificate shall be referred to as the "Certificate of Completion of Making Good Defects".

49.0 UNFULFILLED OBLIGATIONS

Notwithstanding the issue of the Certificate of Completion of Making Good Defects under clause 48.4 hereof the Contractor and the Council shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract, prior to the issue of the said certificate, which remains unfulfilled at the time such certificate is issued, and for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the Parties hereto.

50.0 SUSPENSION OF WORKS

50.1 Suspension and Resumption of Works

- (a) The S.O. may at any time instruct the Contractor to suspend part or all of the Works.
- (b) Upon receipt of such written instruction, the Contractor shall suspend part or all of the Works for such time and in such manner as specified in the instruction and shall duly protect, store and secure the Works or such part of the Works against any deterioration, loss or damage.
- (b) During the suspension period, the Contractor shall continue to perform its obligations under this Contract, which are not affected by the instruction to suspend, including the obligation to effect and maintain insurances and Performance Bond.
- (d) The S.O. may instruct the Contractor to resume the Works at any time thereafter. Upon receipt of such instruction the Contractor shall resume the Works and the Parties shall jointly examine the Works affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works which has occurred during the suspension. The Contractor shall also take all necessary actions to mitigate the expenses incurred

50.2 Extension of Time

If the Contractor suffers delay and/or incurs expenses in complying with the instruction under clause 50.1(a), and in resumption of the Works, and if such delay and/or expenses was not foreseeable by the Contractor, the Contractor shall give notice for extension of time under clause 43 and the provisions thereof shall apply accordingly. PROVIDED THAT the Contractor shall not be entitled to such extension if the suspension is due to a cause attributable to the Contractor and he shall not be entitled to payment of loss and expense if he -

- (a) fails to take measures specified in clause 50.1 (b); and
- (b) fails to take all necessary action to mitigate the expenses incurred.

In the event such suspension shall continue for a period exceeding twelve (12) months, the Parties shall then discuss whether to mutually terminate the Contract or suspend the Works for a further period.

50.3 Consequences of Mutual Termination

- (a) If the Contract is mutually terminated under this clause-
 - (i) clause 51.1 (c) (i) shall be applicable; and
 - (ii) payment obligations including all costs and expenditure incurred by the Council and the Contractor shall be ascertained in accordance with clause 54.

51.0 EVENTS AND CONSEQUENCES OF DEFAULT BY THE CONTRACTOR

51.1 Default of Obligations

(a) Events of Default

In the event the Contractor -

- (i) fails to commence works at the Site within two (2) weeks after the Date for Possession;
- (ii) suspends or abandons the carrying out of the Works or any part thereof for a continuous period of..... (....) days;
- (iii) fails to proceed regularly and diligently with the performance of his obligations under the Contract;
- (iv) fails to execute the Works in accordance with the Contract;
- (v) persistently neglects to carry out his obligations under the Contract;
- (vi) refuses or persistently neglects to comply with a written notice from the S.O. in relation to any defective work or equipment, materials or goods which are defective or do not meet the requirements of the Contract;
- (vii) fails to comply with the provisions of clause 47; or
- (viii) fails to comply with any terms and conditions of this Contract,

then the Council shall give written notice to the Contractor specifying the default, and requiring the Contractor to remedy such default within fourteen (14). days of the receipt of the default notice or any period determined by the Council.

(b) Termination

If the Contractor fails to remedy the breach within such period, the Council shall have the right to forthwith terminate this Contract by giving a written notice to that effect

(c) Consequences of Termination

If this Agreement is terminated under clause 51.1 (b) –

- (i) the Contractor shall –
 - (A) forthwith cease all operations of the Works;
 - (B) carry out any protection works so as to secure the Site, equipment, goods, materials therein against any deterioration, loss or damage and to do all things necessary so as to leave the Site in a clean and tidy condition;
 - (C) remove its personnel and workmen from the Site;

- (D) vacate the Site within the time stipulated by the S.O., remove all temporary buildings, plant, tools, equipment, goods and unfixed materials which have not been paid by the Council, as specified by the S.O. Failing which, the Council may (but without being responsible for any loss or damage) remove and sell any such property belonging to the Contractor, holding the proceeds, less all cost incurred, to the credit of the Contractor;
- (E) either-
 - (aa) terminate all third party contracts entered into by the Contractor for the purposes of this Contract;
 - (bb) assign to the Council, if so required by the S.O., at no cost or expense to the Council, the benefit of any agreement for the supply of materials or goods and/or for the execution of any work or services for the purposes of this Contract; or
 - (cc) allow such third party to enter into a contract with the Council or any person deemed necessary by the Council for the purpose of completing the Works;

PROVIDED THAT the Council shall not be obliged to pay any third party for any materials or goods delivered or any work executed or services for the purposes of this Contract (whether before or after the date of termination) for which the Council has paid but the contractor has failed to make payment to the third party;

- (F) at no cost to the Council, hand over to the Council all plans, designs, specification and other relevant documents relating to the Works;
 - (G) pay to the Council for any losses and damages as a result of termination of this Contract in the manner provided under clause 56; and
 - (H) not be released from any of its obligations under the Contract.
- (ii) the Council shall -
 - (A) call upon the Performance Bond or forfeit the Performance Guarantee Sum;
 - (B) enter and repossess the Site;
 - (C) be entitled to carry out and complete the Works on its own or employ any other person to carry out and complete the Works; and
 - (D) be entitled to claim against the Contractor for any losses, costs, expenses and damages suffered as a result of termination of this Contract in the manner provided under clause 56.
 - (iii) for the avoidance of doubt, the Parties hereby agree that the Contractor shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Contract under this clause.

51.2 General Default

(a) Events of Default

If at any time during the Contract Period-

- (i) the Contractor becomes bankrupt;
- (ii) the Contractor becomes insolvent or compounds with or enters into an arrangements or compositions with its creditors;
- (iii) an order is made or resolution is effectively passed for the winding-up of the Contractor (except for the purpose of restructuring or amalgamation with the written consent of the Council, which consent shall not be unreasonably withheld);
- (iv) a provisional liquidator, receiver or manager of its business or undertaking duly appointed, or possession taken by or on behalf of creditors or debenture holders secured by a floating charge of any property comprised in or subject of the floating charge; or
- (iv) execution is levied against a substantial portion of the Contractor's assets,

then the Council shall have the right to terminate this Contract forthwith by giving notice to that effect.

(b) Consequences of Termination

- (i) In the event the termination of this Contract under clause 51.2 takes place, clauses 51.1(c) (i) and 51.1 (c) (ii) shall apply.
- (ii) For the avoidance of doubt, the Parties hereby agree that the Contractor shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Contract under this clause.

52.0 TERMINATION ON NATIONAL INTEREST

52.1 Termination

- (a) Notwithstanding any provision of this Contract, the Council may terminate this Contract by giving not less than thirty (30) days written notice to that effect to the Contractor (without any obligation to give any reason thereof) if the Council considers that such termination is necessary for national interest, national policy or national security.
- (b) For the purpose of this clause, what constitutes "national interest", "national policy" and "national security", shall be solely made and determined by the Council and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

52.2 Consequences of Termination

Upon such termination of this Contract under clause 52.1-

- (a) payment obligations including all costs and expenditure incurred by the Council and the Contractor shall be ascertained in accordance with clause 54; and
- (b) clause 51.1 (c) (i) and clause 51.1 (c) (ii) (B) and (C) shall apply.

53.0 TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES

53.1 Termination

Without prejudice to any other rights of the Council, if the Company, its personnel, servants or employees is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Contract or any other agreement that the Contractor may have with the Council, the Council shall be entitled to terminate this Contract at any time, by giving immediate written notice to that effect to the Contractor.

53.2 Consequences of Termination

Upon such termination under clause 53.1 -

- (a) the Council shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Council arising from such termination;
- (b) clause 51.1 (c)(i) and (ii) shall apply; and
- (c) for the avoidance of doubt, the Parties hereby agree that the Contractor shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Contract.

54.0 PAYMENTS UPON SUSPENSION AND TERMINATION ON NATIONAL INTEREST

54.1 If this Contract is terminated under clause 50 or clause 52, the amount to be paid (in so far as such amounts or items have not already been covered by payments on account made to the Contractor) shall be the following:

- (a) the value of all work carried out up to the date of termination;
- (b) the amounts payable in respect of any preliminary items so far as the Work or service comprised therein has been carried out or performed and a proper proportion of any such items which have been partially carried out or performed;
- (c) the cost of materials or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the Council upon such payment being made to the Contractor);

- (c) a sum being the amount of any expenditure reasonably incurred by the Contractor in so far as such expenditure has not been recovered by any other payments referred to in this sub-clause; and
- (e) the reasonable cost of any protection works and removal of equipment and site facilities pursuant to termination as provided under this Contract,

PROVIDED THAT such amount to be paid by the Council shall be confined only to those items as are clearly and expressly stated in sub-clauses (a)-(e) above.

- 54.2 For the avoidance of doubt, the Parties hereby agree that the Contractor shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever. other than stipulated under clause 54.1 (a)-(e). The Parties further agree that the amount agreed above by the Council shall constitute as a full and final settlement between the Parties.
- 54.3 Upon termination of this Contract under clause 50 and clause 52, a final account of this Contract shall be prepared and issued by the S.O.

55.0 EVENTS AND CONSEQUENCES OF DEFAULT BY THE GOVERNMENT

Default of Obligations

(a) Events of Default

If the Council without any reasonable cause fails to perform or fulfil any of its obligations which adversely affects the Works,

then the Contractor may issue a notice specifying the default by the Council and requiring the Council to remedy the same within the period specified therein taking into account the nature of the remedy to be carried out by the Council or such other period as may be agreed by both Parties from the date of receipt of such notice.

(b) Termination

If the Council fails to remedy the default period specified in such notice issued under Clause 55 (a) within the stipulated period time therein, the Contractor shall have the right to forthwith terminate this Contract by giving a written notice to that effect.

(c) Consequences of Termination

If this Contract is terminated under Clause 55 (b)

- (i) the Council shall pay to the Contractor -
 - (a) the value of the Works carried out up to the date of termination;
 - (b) the amounts payable in respect of any preliminary items so far as the Work or service comprised therein has been carried out or performed and a proper proportion of any such items which have been partially carried out or performed;

- (c) the cost of materials or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the Council upon such payment being made to the Contractor); and
 - (d) a sum being the amount of any expenditure reasonably incurred by the Contractor in so far as such expenditure has not been recovered by any other payments referred to in this sub-clause.
- (ii) For the avoidance of doubt, the Parties hereby agree that the Contractor shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Contract.

56.0 CERTIFICATE OF TERMINATION COSTS

56.1 As soon as the arrangements for the completion of the Works made by the Council enable the S.O. to make a reasonably accurate assessment of the ultimate cost to the Council of completing the Works following the termination of the Contractor's employment and the engagement of other contractors or persons, and the amount of direct loss and/or damage caused to the Council due to the termination has been ascertained by the S.O., then the S.O. may issue a certificate (hereinafter referred to as the "Certificate of Termination Costs") stating the Completion Cost (hereinafter defined) and the Final Contract Sum (hereinafter defined).

56.2 The Completion Cost comprises the following sums, costs or expenditure:

- (a) the sums previously paid to the Contractor by the Council;
- (b) the sums paid or payable to other contractors or persons engaged by the Council to complete the Works;
- (c) any sums paid to sub-contractors or suppliers under clause 61;
- (d) any costs or expenditure incurred or to be incurred including On-Cost Charges incurred by the Council in completing the Works; and
- (e) the amount of direct loss and/or damage caused to the Council due to the termination.

56.3 The Final Contract Sum comprises of the following amounts or sums:

- (a) the amount which would have been payable under the Contract on completion in accordance with the Contract, allowing any variations or other matters which would have resulted in an adjustment of the original Contract Sum; and
- (b) any other sums which the Council might be entitled under the terms of the Contract to deduct from the original Contract Sum,

had the Contractor's employment not been terminated.

- 56.4 The Certificate of Termination Costs shall state the difference between the Final Contract Sum and the Completion Cost. If the Final Contract Sum is less than the Completion Cost, the difference shall be a debt payable by the Contractor to the Council and if greater the difference shall be a debt payable by the Council to the Contractor.
- 56.5 The Certificate of Termination Costs shall be binding and conclusive on the Contractor as to the amount of such loss or damage specified therein.
- 56.6 In the event the completion of the Works being undertaken departmentally, allowance shall be made, when ascertaining the amount to be certified as costs and expense incurred by the Council, for cost of supervision, interest and depreciation on plant and all other usual overhead charges and profit as would be incurred if the Works were completed by other contractors or persons.

57.0 SURVIVING RIGHTS

Any termination under this Contract shall not affect the liability of either Party hereto for any of its acts or omissions during the period of the Contract and both Parties shall thereafter continue to be so liable and shall keep the other Party hereto indemnified and hold harmless in respect of any claims arising therefrom.

58.0 EFFECT OF FORCE MAJEURE

- 58.1 Neither the Council nor the Contractor shall be in breach of its obligations under this Contract if it is unable to perform its obligation under this Contract (or any part of thereof), other than the payment obligations as a result of the occurrence of an Event of Force Majeure.
- 58.2 An "Event of Force Majeure" is an event beyond the control of both Parties which are:
- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies;
 - (b) insurrection, revolution, rebellion, military or usurped power, civil war, terrorism;
 - (c) natural catastrophe including but not limited to earthquakes, floods, subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
 - (d) nuclear explosion, radioactive or chemical contamination or radiation (unless caused by the negligence act, omission or default of the Contractor, its agents or personnel);
 - (e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
 - (f) riot, commotion or disorder, unless solely restricted to employees of the Contractor or its personnel, servants or agents.

- 58.3 If an Event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligation under this Contract (or any part thereof), the Party shall inform the other Party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.
- 58.4 If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Contract, then the Parties may agree that this Contract may be terminated upon mutual agreement of the Parties.
- 58.5 If this Contract is terminated by an Event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties under this Contract shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure.
- 58.6 Neither Party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an Event of Force Majeure has not occurred.
- 58.7 For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

59.0 SITE AGENT AND ASSISTANTS

Unless otherwise provided elsewhere in this Contract, the Contractor shall keep constantly on the Site a competent, efficient, suitability qualified, experienced and good character site agent and his assistants in each trade as may be necessary who must be capable of receiving instructions in Bahasa Malaysia, and in default it shall be the responsibility of the Contractor to provide replacement for them and all wages and other expenses in connection with the employment of such replacement site agent and assistants. Any directions, explanations or instructions given to such site agent by the S.O. shall be deemed to have been given to the Contractor under this Contract.

60.0 NOMINATED SUB-CONTRACTORS AND/OR NOMINATED SUPPLIERS

- 60.1 The S.O. shall obtain tenders for Nominated Sub-Contractor's or Nominated Supplier's work or services, or for the supply of materials or goods in respect of which Prime Cost Sums or Provisional Sums are included in the Bills of Quantities, and the Contractor shall, on the written instruction of the S.O., enter into such sub-contracts with the Nominated Sub-Contractor or Nominated Supplier as the case. may be and such sub-contracts shall be in the form as referred to in clause 60.2(b).
- 60.2 The S.O. shall not nominate as a sub-contractor or a supplier in connection with the Works:
- (a) a person against whom the Contractor shall make in writing within twenty one (21) days from the date of the S.O.'s instruction under clause 60.1 hereof what the S.O. considers to be reasonable objection;

- (b) a person who will not enter into a sub-contract with terms and conditions as provided in the Council standard form of sub-contract for Nominated Sub-contractor (Form PWD 203N) or for Nominated Supplier (Form PWD 203P), as the case may be; or
 - (b) a person who will not give to the Council such indemnity with terms and conditions as provided in the Council standard form of Letter of Indemnity for Nominated Sub- contractors (Form PWD 203N7) or for Nominated Suppliers (Form PWD 203P7), as the case may be.
- 60.3 If pursuant to clause 60.2, the Contractor is not required to enter into a sub-contract with a Nominated Sub-contractor or Nominated Supplier, as the case may be, the S.O. shall do one or more of the following:
 - (a) nominate an alternative sub-contractor or supplier, as the case may be, in which case clause 60.2 hereof shall apply;
 - (b) by order under clause 24 vary the Works or the work or services, materials or goods, the subject of the Prime Cost Sums or Provisional Sum as aforesaid, including if necessary the omission of any such work or services, materials or goods so that they may be provided by workmen, contractors or suppliers, as the case may be, employed by the Council either concurrently with the Works or at some other date in which case the Contractor shall not be entitled to claim for any losses therefrom; or
 - (c) in accordance with clause 34.4 arrange for the Contractor to execute such work or services, or to supply such materials or goods.
- 61.0 PAYMENT TO NOMINATED SUB-CONTRACTOR OR SUPPLIER**
- 61.1 The S.O. in issuing Interim Certificates under clause 28 or the Final Certificate under clause 31 hereof shall state separately the amount of interim or final payment due to each Nominated Sub-contractors or Suppliers which amount subject to clause 61.2 hereof, shall be paid by the Council direct to the Nominated Sub-contractors or Suppliers. The amount paid by the Council direct to the Nominated Sub-contractors or Suppliers shall be deemed to be a payment to the Contractor by the Council under and by virtue of this Contract.
- 61.2 Subject to the relevant provisions in the sub-contract (Form PWD 203N or Form PWD 203P as the case may be), the Contractor shall be entitled to be paid and the Council may pay to the Contractor out of any money otherwise due to a Nominated Sub-contractors or Suppliers:
 - (a) any amount which the Council or the S.O. on its behalf in exercise of any rights under this Contract has deducted from any money due to the Contractor and such deduction is in respect of some act or default solely of the Nominated Sub-contractors or Suppliers, his servants or agents;
 - (b) any amount agreed by the Nominated Sub-Contractor or Suppliers as due to the Contractor, or any amount awarded in arbitration or litigation in favour of the Contractor which arises out of or under the sub-contract; and

- (c) the amount of any claim for loss and/or expense actually incurred by the Contractor by reason of any breach or failure to observe the provisions of the 'sub-contract' by the Nominated Sub-contractors or Suppliers under the sub-contract.

61.3 Any amount paid to the Contractor in accordance with this clause shall be deemed to be a payment to the Nominated and/or Sub-Contractors or Suppliers under the sub-contract.

62.0 NO LIABILITY OF COUNCIL TO NOMINATED AND/OR SUB-CONTRACTOR OR SUPPLIER

Nothing in clauses 60 or 61 or anything else contained in this Contract shall render the Council in any way liable to any Nominated and/or Sub-Contractor or Supplier.

63.0 RESPONSIBILITIES OF CONTRACTOR TO NOMINATED AND/OR SUB-CONTRACTORS OR SUPPLIERS

63.1 The Contractor shall be fully responsible to ensure that the Nominated Sub-Contractor or Suppliers shall conform with the terms and conditions of this Contract and shall be fully responsible for the acts, defaults or breach of any terms and/or conditions of this Contract by the Nominated Sub-Contractors or Suppliers on their part in the same way as for his own or those of other sub-contractors or suppliers engaged by himself. The Council shall in no circumstances be liable to the Contractor for the default of any Nominated Sub-Contractors or Suppliers.

63.2 In the event of repudiation or abandonment of his sub-contract by any Nominated Sub-contractor or Supplier, or the determination by the Contractor of the employment of the Nominated Sub-contractor or Supplier for any reason whatsoever under the sub-contract, the Contractor shall do one of the following:

- (a) with the consent of the S.O. (such consent not to be unreasonably withheld) employ another competent sub-contractor or supplier to complete the sub-contract; or
- (b) undertake to complete the sub-contract himself.

PROVIDED THAT in any of such events the Contractor is entitled to be paid the same sum for the work or services to be executed, or materials or goods to be supplied, as would have been payable had the original Nominated Sub-contractor or Supplier completed the sub-contract without any default on its part.

64.0 INTELLECTUAL PROPERTY RIGHTS

64.1 The Copyright and all other proprietary rights whatsoever in the Works and other material developed and supplied by the Contractor pursuant to or under this Contract shall vest in and shall be the sole property of the Council and the Contractor shall not during or at any time after completion of the Works or after the expiry or termination of this Contract, in any way, question or dispute the ownership of the Council. The proprietary rights in the Works shall vest in the Council free and clear of all liens, claims and encumbrances on the Works.

- 64.2 The Contractor shall be responsible for any claim that the equipment supplied infringes a patent, copyright or registered design.
- 64.3 If the Council's use or possession of the equipment is likely to constitute an infringement, then the Contractor shall promptly and at its own expenses procure for the Council the right to continue using and possessing the equipment; or modify or replace the equipment so as to avoid the infringement (in which event the Contractor shall compensate the Council for the amount of any direct loss or damage sustained or incurred by the Council during such modification or replacement).
- 64.4 The Contractor shall indemnify the Council against any claim for the infringement of any letters patent, copyright or registered designs by the use of any equipment or of information supplied under this Contract and against all costs and damages which the Council may incur in any action for which such infringements or for which the Council may become liable in any such action.

65.0 ANTIQUITIES

- 65.1 All fossils, coins, antiquities and other objects of interest or value which may be found on the Site or in excavating the same during the progress of the Works shall become absolute property of the Council and upon discovery of such an object the Contractor shall forthwith-
- (a) not to disturb the object and shall cease work if and in so far as the continuance of the work would endanger the object or prevent or impede its excavation or its removal;
 - (b) take all steps which may be necessary to preserve the object in the exact position and condition in which it was found; and
 - (c) inform the S.O. of the discovery and precise location of the object.
- 65.2 The S.O. shall issue instructions in regard to what is to be done concerning the object reported by the Contractor under clause 65.1 and (without prejudice to the generality of his power) such instructions may require the Contractor to permit the examination, excavation or removal of the object by a third party. Any such third party shall for the purpose of clause 15 be deemed to be a person for whom the Council is responsible and not to be a sub-contractor.
- 65.3 If compliance with the provisions of clause 65.1 or with an instruction issued under clause 65.2 has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by a payment made under any other provisions of this Contract then the amount of such loss and/or expense shall be added to the Contract Sum.

66.0 ARBITRATION

- 66.1 if any dispute or difference shall arise between the Council and the Contractor out of or in connection with the contract, then parties shall refer such matter, dispute or difference to the officer named in Appendix for a decision.
- 66.2 The officer named in Appendix's decision shall be in writing and shall subject to clause 66.4 hereof, be binding on the Parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence whether or not notice of dissatisfaction is given by him.
- 66.3 If the Parties -
- (a) fails to receive a decision from the officer named in the Appendix within forty-five (45) days after being requested to do so; or
 - (b) is dissatisfied with any decision of the officer named in the Appendix,
- then such dispute or difference shall be referred to arbitration within forty-five (45) days to an arbitrator to be agreed between the Parties and failing such agreement, to be appointed by the Director of the Regional Centre for arbitration in Kuala Lumpur on the application of either Party hereto. Such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration and shall be conducted in accordance with the rules for arbitration of the Kuala Lumpur Regional Centre for Arbitration using the facilities and the system available at the Centre.
- 66.4 Such reference, except on any difference or dispute under clause 51 hereof shall not be commenced until after the completion or alleged completion of the Works or determination or alleged determination of the Contractor's employment under this Contract, or abandonment of the Works, unless with the written consent of the Council and the Contractor.
- 66.5 In the event that such consent has been obtained in accordance with clause 66.4, the reference of any matter, dispute or difference to arbitration pursuant to this clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the parties to perform their respective obligations under this Contract.
- 66.6 In any arbitration proceedings conducted pursuant to clause 66.3, the Parties may make any counter claim in relation to any dispute or difference arising from the Contract.
- 66.7 Upon every or any such reference the costs of such incidental to the reference and award shall be in the discretion of the Arbitrator who may determine the amount thereof, or direct the amount to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same be borne, award and paid.
- 66.8 The award of the Arbitrator shall be final and binding on the Parties.

- 66.9 In the event of the death of the arbitrator or his unwillingness or inability to act, then the Council and the Contractor upon agreement shall appoint another person to act as the arbitrator, and in the event the Council and the Contractor fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Regional Centre for Arbitration in Kuala Lumpur.
- 66.10 In this clause, "reference" shall be deemed to be reference to arbitration within the meaning of the Arbitration Act 2005.
- 66.11 The arbitration shall be governed by the Arbitration Act 2005 and the laws of Malaysia.

67.0 NOTICE, ETC.

- 67.1 Any notice, approval, consent, request or other communication required or permitted to be given or made under this Contract shall be in writing in Bahasa Malaysia or English language.

- 67.2 Such notice shall be effected by:

- (i) hand delivery or courier and an acknowledgement of receipt obtained;
- (ii) leaving the notice at the registered office or site office of the Contractor in which case it shall be deemed to have been duly delivered; or
- (iii) registered post in which case it shall be deemed to have been received seven (7) days after the date of posting.

- 67.3 The address of the Council and the Contractor is as shown below or such other address as either party may have notified the sender:

to the Council:

Address:

to the

Contractor:

Address:

- 67.4 It shall be the duty of the parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days. In the event of the Contractor failing to notify the S.O. of such an address or any change in his address, such written notices and instructions shall be deemed to have been served upon the Contractor if they are sent in the manner stated above to the address stated in this Contract or to the Contractor's site office.

68.0 SAFETY AT THE SITE

68.1 Compliance with Safety Requirements

The Contractor shall comply with all relevant laws, regulations, rules, by-laws, directive or order by the relevant authorities on the requirements of safety-at-work ("Safety Requirements") and shall ensure his personnel, workmen and sub-contractors at all times during the execution of Works comply with such Safety Requirements.

68.2 Submission of Safety Programme

- (a) Within 14 days from the receipt of the Letter of Acceptance by the Council, the Contractor shall submit to the S.O. a safety programme to ensure that all construction activities required for the execution of the Works are carried out in a safe manner and in compliance with Safety Requirements.
- (b) The safety programme shall be subject to the approval of the S.O. The submission to and approval by the S.O of the safety programme shall not relieve the Contractor of any of his obligations and liabilities pertaining to the safety requirement under the Contract.

68.3 Safety Officer and Personnel

- a) The Contractor shall appoint a suitably qualified and experienced person as safety officer who shall be responsible for compliance with Safety Requirements and all safety matters relating to the Works. The Contractor shall, from time to time, provide such other personnel and resources as may be required to ensure the effective implementation of the safety programme on Site.
- b) The Contractor shall conduct training programmes for all workmen including workmen of his sub-contractors for compliance with the Safety Requirements.

68.4 Safety Measures

- (a) The Contractor shall ensure that the constructional plant together with all other tools and equipment and other items used in the execution of the Works are in a safe, sound and good condition and capable of performing the functions for which they are intended.
- (b) The Contractor is responsible for instituting a safe method of construction on Site for all the workers and shall ensure that his sub-contractors whether nominated or otherwise institute the same method of construction for their workers.
- (c) Without limiting his liability under the Contract, the Contractor shall provide all workmen on Site with the necessary safety equipment including but not limited to safety boots, safety helmets and protective clothing.

69.0 ADVANCE PAYMENT

69.1 The Contractor shall be entitled to an advance payment on the Contract amounting to 25% of the value of the Contract Sum less Provisional Sums (hereinafter referred to as the "Builder's Work") but subject to a maximum of RM10 million on compliance with the following conditions:

- (a) on return of the Letter of Acceptance duly signed by the Contractor together with the Performance Bond (if any), insurance policies, confirmation from SOCSO Authorities and the receipts for all premium paid;
- (b) production of a Banker's/ Insurance/ Finance Company Guarantee in the approved format equal in value to the advance proposed to be paid;
- (d) Submission of the Banker's Guarantee I Insurance Guarantee I Financial Company Guarantee not later than 3 months from the date of possession of Site.

69.2 The advance payment shall be recouped when the cumulative total value of the Builder's Work executed and certified (including the amount certified for materials on site) reaches (25%) twenty five percent of the total contract value of Builder's Work, by way of a fixed percentage deduction from the total certified value of the Builder's Work executed (including the amount certified for materials on site) during the period covered by an Interim Payment Certificate, in all the subsequent Interim Payment Certificates on the basis that the advance payment made shall be fully recovered in the Interim Payment Certificate in which the cumulative total certified value of the Builder's Work executed (including the amount certified for materials on site) reaches seventy-five (75) percent of the total contract value of the Builder's work*. The deduction shall be calculated as follows:

$$\$D = 200 \frac{A}{B} \text{ percent of } \$P$$

Where \$ D = cumulative deduction to be made in Interim Payment Certificate,

\$A = total amount of advance paid,

\$B = total contract value of Builder's Work

\$P = gross certified value of Builder's Work executed (including the amount certified for materials on site) or agreed cumulative scheduled payments in excess of 25% of \$ B

69.3 The liability under the advance guarantee shall be terminated upon realization by the Council of the full sum of advance paid. However if the full sum of the advance paid cannot be realized before the completion date of the contract or any authorized extension thereof or the case of the contract been determined before the date of the determination, then the balance of the advance repayable to the Council shall be recovered from the advance guarantee.

70.0 AMENDMENT

No modification, amendment or waiver of any of the provisions of this Contract shall be effective unless made by mutual consent and made in writing by way of supplementary agreement specifically referring to this Contract and duly signed by the Parties. The provisions in respect of such amendment, variation or modification thereof shall be supplemental to and be read as integral part of this Contract which shall remain in full force and effect as between both Parties.

71.0 CONFIDENTIALITY

71.1 This Contract and all such drawings, records, data, books, reports and all matters pertaining hereto shall be considered as confidential matter and shall not be disclosed to any third party without prior written mutual agreement, save and except where-

- (a) disclosure of such information is necessary for the purposes of raising finance to undertake the obligations of the Contractor under this Contract;
- (b) disclosure of such information is made to the Contractor's consultants, auditors or advisers;
- (c) disclosure of such information is required by law or by any Council agency or for the performance of any obligations under this Contract; or
- (d) the information has entered public domain.

71.2 Where information has been disclosed to third parties pursuant to clause 69.1, the Contractor undertakes to ensure that such third parties shall not disclose the information to any other third party.

71.3 The restrictions contained in this clause shall survive the termination of this Contract and shall continue to bind both Parties without limit in point of time.

72.0 STAMP DUTY

The Contractor shall solely bear the stamp duties, legal costs and fees in the preparation and execution of this Contract and anything incidental thereto.

73.0 SEVERABILITY

If any provision of this Contract is held to be illegal or is invalid under any laws or regulations effective and applicable during the term of this Contract such provision shall be fully severable and this Contract shall be construed as if such illegal or invalid provision had never comprised as part of this Contract and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this Contract.

74.0 WAIVER

Failure by any Party to enforce at any time, any provision of this Contract shall not be construed as a waiver of its right to enforce the breach of such provision or any other provision in this Contract or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Contract.

75.0 LAWS APPLICABLE

This Contract shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

76.0 SUCCESSORS BOUND

This Contract shall be binding upon the respective successors-in-title of the Parties.

77.0 EPIDEMICS AND MEDICAL ATTENDANCE

- 77.1 The Contractor shall maintain the Site in clean and sanitary condition and shall comply with all requirements of the Council Health and Sanitary Authorities. In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Council or the local medical or health authorities for the purpose of dealing with and overcoming the same,
- 77 .2 The Contractor shall ensure that sufficient first aid kits are made available at suitable locations on the Site.

78.0 TECHNOLOGY TRANSFER

If the Contractor appoints foreign professionals, the Contractor shall endeavor to ensure that the employees of the Council are trained or exposed to the expertise of such foreign professionals pursuant to a programme for technology transfer.

79.0 GENERAL DUTIES AND PERFORMANCE STANDARD

79.1 Industry Practice

The Contractor shall provide and perform the Works in a proper manner in accordance with good management and best industry practice and to the best advantage of the Council and shall comply with all law, statutes and any guidelines or direction issued by the Council to the contractor from time to time.

79.2 Competency

The Contractor shall provide and perform its obligations under this Contract and take all appropriate measures expected of a competent company using due care and skills of a professional person providing similar service or works to ensure that the Works comply with the terms and conditions of this Contract.

79.3 Council's Interest

The Contractor shall at all times perform the Works in such manner as will always safeguard and protect the Council's interest and take all necessary and protect the Council' interest take all necessary and proper steps to prevent abuse and in accordance with the provisions of this Contract.

80.0 RESTRICTION AND PROCEDURE ON USE OF IMPORTED MATERIALS AND GOODS

80.1 The Contractor shall use local goods/materials as listed in the 'Senarai Bahan/ Barangan Buatan Tempatan' issued by IKRAM QA Services Sdn. Bhd. and/or issued by SIRIM QA Services Sdn. Bhd., whichever is relevant. If the Contractor fails to comply with this requirement, the Council may reject the goods/ materials which are found to be not in compliance with this requirement.

80.2 For local goods/ materials not listed as aforesaid, such goods/ materials may be allowed if prior testing and certification from IKRAM QA Services Sdn. Bhd. or SIRIM QA Services Sdn. Bhd., whichever is relevant, has been obtained. Where such testing- cannot be carried out by IKRAM QA Services Sdn. Bhd. or SIRIM QA Services Sdn. Bhd. the Contractor may, with the S.O.'s prior approval, have the testing to be done by another agency.

80.3 Under no circumstances shall the Contractor be permitted to incorporate or supply imported materials, plant, equipment, vehicles or other goods into the Works or forming part of the scope of the Works except those approved by the Council, prior to the execution of the Contract. The Contractor shall at his own cost entirely substitute any materials, plant, equipment, vehicles or other goods proposed to be imported but not approved by the Council, with suitable local materials, plant, equipment, vehicles or other goods, including making any necessary subsequential changes or adjustment to the design of the Works to accommodate such substitution, all to the concurrence of the S.O.

80.4 The Contractor shall ensure that the procurement of approved imported materials, plant, equipment, vehicles or other goods are obtained directly from the country of origin based on F.O.B. or other similar basis. The transportation and insurance of such imported materials, plant, equipment, vehicles or other goods from the country of origin to the Site shall be arranged by the Contractor through the Council's (Multi Modal Transport Operators) (hereinafter referred to as MTO) as listed in Appendix. The Contractor shall allow in his tender all costs and time required in complying with the requirements of this Clause including the cost required for the services provided by the MTO.

80.5 The Contractor shall submit documentary evidence of compliance with this clause to the S.O. within one (1) month from the date of each delivery to the Site of such materials, plant, equipment, vehicles or other goods.

81.0 TIME

Time whenever mentioned shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

SIGNED for and on behalf of)
)
.....
The President

MAJLIS PERBANDARAN KLANG)
)

in the presence of:)
)
.....
Secretary

*The Common Seal of)
)
)
.....
Councilor
(Co. No.:))

was hereunto affixed)
in the presence of:)
.....
Witness

.....
Director

Name:
NRIC No.:

.....
Director/Secretary

Name:
NRIC No.:

.....
applicable only if the Contractor is a company registered under the Companies Act 1965

APPENDIX TO THE CONDITIONS OF CONTRACT

Clause

- 4.1 (a) Officer(s) empowered to approve variations according to the limits as set out in Treasury's Instructions No. 202 as amended.

Financial Limits	Officer

- 4.1 (b) Officer(s) empowered to take action on behalf of the Council in respect of:

Clauses 51, 52, 53, 58 and 66... ..

13 Performance Bond

Amount of Guarantee RM.....

Guarantor Bank/Insurance Company/

Finance Company

Guarantee No

15 Minimum insurance cover for any one accident or

series of accidents arising out of one event RM.....

Policy No.....

Period of insurance.....

15.1 (b) Amount of excess RM.....

APPENDIX TO THE CONDITIONS OF CONTRACT - (Cont'd)

Clause

17	SOCSSO Scheme registration number.. .. .	
18	Amount to be added to full value of Contract Sum as the insured sum	RM.....
	Total Amount Insured	RM.....
	Policy No.....	
	Period of insurance	
18 (b)	Amount of excess	RM.....
21.2	Date of Tender	
28.1	Value of work to be executed including materials and goods to be delivered before First Interim Certificate will be issued	RM.....
28.2	Value of work to be executed including materials and goods to be delivered before each subsequent Interim Certificate will be issued	RM.....
28.6	Period for honouring payment certificate (if none stated, then within thirty (30) days of the issue of the Certificate)	
34.4	Work covered by P.C. Sums for which the Contractor will be permitted to tender	
38.2	'Date for Possession' of the Site	
39.1	'Date for Completion' for whole of the Works	
40.2	Liquidated and Ascertained Damages at the rate of	RM.....per.....

APPENDIX TO THE CONDITIONS OF CONTRACT - (Cont'd)

Clause

41.1 Sectional Completion:

Identification of Sections or parts	Date for Possession [Clause 38.3]	Date for Completion	Liquidated & Ascertained Damages

48.1(a) Defects Liability Period (if none stated, then the period is twelve (12) months)

5.3, 5.4, 15.3, 17.3(b), 18.2 Percentage of on-cost charges 5%

48.2, 56.2(d) Percentage of on-cost charges 10%

BORANG TENDER

BORANG INI HENDAKLAH DIGUNAKAN JIKA KUANTITI
MENJADI SEBAHAGIAN DARIPADA KONTRAK
(THIS FORM IS TO BE USED WHERE QUANTITIES FORM
PART OF THE CONTRACT)

Kontrak No..... 20
Contract No.

Bagi kerja-kerja tersebut di bawah ini yang dibuat pada
For the under-mentioned Works entered into on the
 Haribualan.....20.....
Day of

Oleh pihak-pihak yang bertandatangan di bawah ini, adalah berhubung dengan
By the undersigned parties, refers to this
 Borang Tender ini yang menjadi sebahagian daripada Kontrak tersebut dan yang
Form of Tender which is and shall be read and construed as part of hendaklah
 dibaca dan diertikan sedemikian
the said Contract.

.....
 Tandatangan Kontraktor
Signature of Contractor

.....
 Tandatangan Pegawai
Signature of Officer

(Nama Penuh.....)
Name in Full

Atas sifat.....
In the capacity of

.....	
Tandatangan	Tandatangan
<i>Signature</i>	<i>Signature</i>
()	()

Yang daiberi kuasa dengan sempurnanya
 untuk mendatangani untuk dan bagi pihak:
Duly authorized to sign for and on behalf of

.....
 Menteri atau cap Kontraktor
Contractor's Seal or Chop

Untuk dan bagi pihak
 MAJLIS PERBANDARAN KLANG
For and on behalf of
 MAJLIS PERBANDARAN KLANG

Saksi
Witness

Saksi
Witness

(Nama Penuh)
Name in Full

(Nama Penuh)
Name in Full

Pekerjaan
Occupation

Jawatan
Designation

Alamat
Address

MAJLIS PERBANDARAN KLANG.....

BORANG TENDER
(FORM OF TENDER)

TENDER BAGI
TENDER FOR

.....
.....
.....
.....
mengikut Pelan-Pelan No
in accordance with Drawings No.

.....
dan lain-lain pelan terperinci yang diberi untuk menerangkannya.
And any other detail drawings supplied in amplification thereof.

Salinan-salinan Dokumen Meja Tender yang merangkumi Perjanjian Kontrak,
Copies of the Tender Table Documents comprising the Contract Agreement,
Pelan-Pelan tersebut di atas, Senarai Kuantiti dan/atau spesifikasi dan Dokumen Tender yang lain
The above-mentioned Drawings, Bills of Quantities and/or specification and other Tender
Boleh dilihat di tempat yang dinyatakan dalam Notis Tender dalam masa waktu pejabat pada
Document may be seen at the place specified in the Tender Notice during office hours on
Mana-mana hari bekerja hingga tarikh akhir yang ditetapkan bagi menyerahkan tender.
Any working day until the final date fixed the submission of tender.

Kepada:
To:

.....
.....
.....
(pihak menerima tender)

TUAN,

Di bawah dan tertakluk kepada Syarat-Syarat Membuat Tender yang dilampirkan bersama ini,
Under and subject to the Conditions of tendering annexed hereto,
Yang bertandatangan di bawah ini adalah dengan ini membuat tender dan menawar untuk
The undersigned does hereby tender and offer to
Melaksanakan dan menjalankan Kerja-Kerja dan peruntukan-paruntukan dan membekalkan semua
Execute and perform the Work and provision and supply all
Buruh, bahan dan logi dan segala benda dari tiap-tiap jenis yang masing-masing disebut
Labour materials and plants and everything of every kind respectively named
Ditunjuk, diperihal dan dimaksudkan dalam, atau yang hendaklah ditakrifkan daripada Dokumen
Shown, described and alluded to in, or to be inferred from the Tender
Tender, yang hendaklah dilaksanakan dan dibekalkan oleh pihak Kontraktor, bagi Kerja-Kerja yang
Documents, to be executed and supplied on the part of the Contractor, for the Works

Diperihalkan di atas, dengan menepati Dokumen Tender tersebut bagi jumlah wang pukal yang
Above described, in conformity with the said Tender Documents for the lump sum
Disebut di bawah ini.
Named herein below.

2. Yang bertandatangan di bawah ini bersetuju menjadi terikat oleh dan tunduk kepada Syarikat-
The undersigned agrees to be bound by and submit the Conditions

Syarat Kontrak dan Senarai Kuantiti yang terletak harganya dan/atau Spesifikasi tersebut dan
Of Contract and priced Bills of Quantities and/or Specification and
Bersetuju bahawa jika Tender ini disetujuterima, harga dan Kadar dalam Senarai Kuantiti
Agrees that if this Tender is accepted, the prices and rates in the Bills of Quantities
Hendaklah diteliti dan diselaraskan oleh Pegawai Penguasa tentang kemunasabahannya tetapi
Shall be scrutinized and adjusted by the Superintending Officer as to their reasonableness but
Jumlah wang pukal yang ditenderkan di bawah ini hendaklah tetap tak-berubah. Senarai Kuantiti
The lump sum tendered herein below shall remain unaltered. The said priced Bills of
Yang terletak harganya tersebut, selepas diperbetulkan diselaraskan sebagainya yang
Quantities, after rectification or adjustment as by the
Diperuntukkan dalam Syarat-Syarat Kontrak, hendaklah menjadi asas bagi menilaikan perakuan
Conditions of Contract provided, shall form the basis for valuation of interim payment
Bayaran sementara dan apa-apa perubahan yang mungkin diarahkan oleh Pegawai Penguasa dari
Certificates and any variation which may from time to time be ordered by the superintending
Semasa ke semasa
Officer

3. Dan selanjutnya, yang bertandatangan di bawah ini bersetuju menyiapkan Kerja-Kerja itu
And further, the undersigned agrees to complete the Works
dalam masaminggu / bulan / tahun dari tarikh pemilikan tapakbina atau dalam apa-apa tempoh
lanjutan
within weeks / months / years from the date of possession of site or within such extended time
Yang diperuntukkan dalam Syarat-Syarat Kontrak.
As by the Conditions of Contract provided.

4. Jumlah amaun Tender ini ialah jumlah wang pukal sebanyak Ringgit
The total amount of tender is the lump sum of Ringgit
.....
.....
.....

Iaitu, RM
i.e.

5. Yang bertandatangan di bawah ini berharap dibenarkan membuat tender, dalam sedikit masa
The undersigned desires to be permitted to tender in due course,
lagi bagi kerja berikut yang mana dijalankan secara langsung oleh yang bertandatangan di bawah ini
for the following work which the undersigned in the ordinary course of
dalam perjalanan biasa perniagaannya dan yang baginya Wang Kos Prima atau Wang
business directly carries out and for which Prime Cost or Provisional Sums
Peruntukan Sementara telah dimasukkan dalam amaun Tender ini:
Have been included in the amount of this Tender:

.....
.....
.....

6. Bahawa adalah diketahui bahawa majlis sentiasa berhak menyetujui atau
Whereas it is understood that the Majlis reserves the right to accept or
Menolak tender sama ada ianya lebih rendah atau lebih tinggi daripada tender-tender yang lain,
To refuse this Tender, whether it be lower or higher than any other tender, or
Atau sama amaunnya. Yang bertandatangan di bawah ini bersetuju yang Tender ini akan berterusan
Of the same amount, the undersigned agrees that this Tender shall remain
Sah dan tidak akan ditarik balik dalam tempoh enam puluh (60) hari dari tarikh akhir yang
Valid and shall not be withdrawn within sixty (60) days from the final date
Ditetapkan bagi penyerahan tender dan bersetuju bahawa tiada apa-apa had, syarat atau janji
Fixed for the submission of tenders and agrees that no other term, condition or stipulation
Lain akan dikenakan oleh kami selepas tarikh tersebut.
Shall be imposed by us after the said date.
7. Yang bertandatangan di bawah ini bersetuju, jika Tender ini bersetujui, mendeposit,
The undersigned agrees, in the event of acceptance of this Tender, to deposit
Dengan seberapa segera yang praktik selepas penerimaan Surat Setujuterima Tender tetapi sebelum
So soon as is practicable after the receipt of the Letter of Acceptance of Tender but before the
Bermulanya Kerja-kerja, perkara-perkara berikut:
Commencement of the Works, the following:
- a) Bon Pelaksanakan;
Per foment Bond;
 - b) Polisi insurans Tanggungan Awam(iaitu nsurans terhadap bercana kepada orang-
Insurance Policy for Public Liability (i.e. insurance against injury to persons
Orang dan kerosakkan kepada harta) atau Nota Liputan berserta dengan resit bagi
And damage to property) or the Cover Notes together with receipts of premium paid in
premium yang telah dibayar;
respect thereof;
 - c) Nombor pendaftaran di bawah Skim Keselamatan Sosial Pekerja (PERKESO); dan/atau
Registration number under Employee's Social Security (SOCSO) Scheme; and/or
 - d) Polisi insurans Pampasan Pekerja atau Nota Liputan berserta dengan resit bagi premium
Insurance Policy for Workmen's compensation or Cove Notes together with receipt of
Yang telah dibayar.
Premium paid in respect thereof.
- Yang bertadatangan di bawah ini selanjutnya bersetuju mendeposit Polisi Insurans bagi
The undersigned further agrees to deposit the Insurance Policies for the
Kerja-Kerja itu dan melaksanakan Perjanjian Kontrak yang formal dalam masa yang munasabah
Works and to execute the formal Contact Agreement within a reasonable time
Selepasnya itu.
There after.
8. Yang bertandatangan di bawah ini dengan ini bersetuju bahawa borang tender ini
the undersigned hereby also agrees that this Form of Tender together
berserta Surat Setujuterima Tender ini (jika ada) hendaklah menjadi kontrak yang mengikat
with the Letter of Acceptance of Tender (if any) shall constitute a binding contract
antara kita walaupun Perjanjian Kontrak yang formal belum dijalankan.
Between us notwithstanding that a formal Contact Agreement has not been executed.
9. Yang bertandatangan di bawah ini mengesahkan, selepas menyemak sendiri, bahawa dokumen
The undersigned confirms, after a personal scrutiny, that the documents
dokumen dan pelan-pelan yang digunakan oleh yang bertandatangan di bawah ini untuk menyusun
and drawing used by the undersigned in compiling
Tender ini adalah salinan-salinan yang sebenarnya bagi dokumen-dokumen dan pelan-pelan yang
This tender are true copies of the documents and drawings included
Dimasukkan dalam Dokumen Meja Tender
In the Tender Table Documents.

10. Yang bertandatangan di bawah ini bersetuju bahawa;
The undersigned agrees that;
- a) Jika tender ini ditarik balik sebelum tamatnya Tempoh Sah Tender atau apa-apa tempoh
If this Tender is withdrawn before the expiry of Tender Validity Period or any
 Lanjutan, atau
Extended period thereof, or
- b) Jika yang bertandatangan di bawah ini mengenakan apa-apa had, syarat atau janji
If the undersigned imposes any additional term, condition or stipulation
 Tambahan kepada tender ini selepas tarikh akhir yang ditetapkan bagi penyerahan tender,
To the tender after the final date fixed for the submission of tenders,
 Atau
or
- c) Jika sekiranya Tender telah disetujuterima, yang bertandatangan di bawah ini enggan dan
In the event that the Tender having been accepted, the undersigned refuses and
 Tidak melaksanakan Perjanjian Kontrak yang formal atau mendeposit Bon Pelaksanaan
Fails to execute the formal Contract Agreement or to deposit the performance Bond
 Sebagaimana dikehendaki oleh Syarat-syarat Kontrak atau tidak meneruskan Kerja-Kerja,
As required by the Conditions of Contract or fails to proceed with the Works,
 Maka, dalam mana-mana hal itu, tanpa menyentuh apa-apa hak lain yang ada padanya,
Then, in any of such event, without prejudice to any other right it may possess,
 Majlis sentiasa berhak mengambil tindakan tatatertib terhadap yang bertandatangan di
The Majlis reserve the right to take disciplinary action against the undersigned
 Bawah ini atau membatalkan pendaftaran yang bertandatangan di bawah ini sebagai
Or to cancel the registration of the undersigned as a Majlis contractor, as
 Kontraktor Majlis, sebagainya difikirkan perlu oleh Majlis.
The Majlis deems fit.

Bertarikh pada.....haribulan20.....
 Date thusday of20.....

.....
 Tandatangan Petender

Signature of tenderer

Naama penuh

Name in full

Atas sifat.....

In the capacity of

Yang diberikuasa dengan sepenuhnya untuk
 menandatangani Tender ini untuk dan bagi pihak;

*Duly authorized to sign this Tender for and on
 behalf of:*

.....
 Meteri atau cap Petender

Tenderer's seal or chop

Saksi.....

Witness

Nama penuh

Name in full

Pekerjaan

Occupation

Alamat.....

Address

(CONDITIONS OF TENDERING)

1 Keseluruhan Kerja-Kerja yang dinyatakan dalam Dokumen Tender yang ditunjukkan di atas Meja Tender (kemudian dari ini disebut “Dokumen Meja Tender”) akan diberi secara kontrak.

The whole of the Works set forth in the Tender Documents exhibited on the Tender Table (hereinafter referred to as the “Tender Table Documents”) will be let on Contract.

2.(a) Tiap-tiap petender mestilah menyerahkan, dalam suatu sampul surat tertutup dan bermeteri yang dialamatkan sebagaimana ditetapkan dalam Notis Tender, suatu tender yang sah dalam Borang Tender yang diperuntukan, bersama dengan salinan senarai Kuantiti yang diisi dan ditandatangani dengan sempurna. Borang Tender yang tidak lengkap atau tidak bertandatangan akan ditolak.

Each tendered must submit, enclosed and sealed in an envelope addressed as Stipulated in the Tender Notice, a genuine tender on the Form of Tender provided, together With the copy of the bills of Quantities duly filled in and signed. Form of Tender, which is Incomplete or unsigned shall be disqualified.

(b) Tiap-tiap petender mestilah mencatatkan, dalam ruang yang diperuntukan dalam Borang Tender, masa yang akan dikehendakinya bagi menyiapkan Kerja-Kerja itu.

Each tendered must enter, in the space provided on the form of Tender, the time he will require to complete the Works.

(c) Petender hendaklah meletakkan harga dalam Senarai Kuantiti yang hendaklah diisi dengan dakwat dan ditandatangani dengan sempurna oleh petender. Kadar harga dan harga dalam Senarai Kuantiti hendaklah diteliti dan diselaraskan (jika perlu) oleh Pegawai Penguasa tentang kemunasabahannya tetapi jumlahwang Tender hendaklah tetap tak berubah.

The tenderer shall price the bills of Quantities which shall be duly filled in ink and signed by the tendered. The rates and price in the Bills of Quantities shall be scrutinized and adjusted (if necessary) by the superintending Officer as to their reasonableness but the Tender Sum shall remain unaltered.

3. Jika mana-mana petender:

If any tenderer shall:

- a) Menarik balik tendernya sebelum tamat Tempoh Sah Tender atau apa-apa tempoh lanjutan, atau
Withdraw his tender before the expiry of the Tender Validity Period or any extended period thereof, or
- b) Mengenakan had, syarat atau janji tambahan selepas tarikh akhir yang ditetapkan bagi penyerahan tender (dan dalam hal yang sedemikian ianya hendaklah disifatkan sebagai penarikan balik tender ini), atau
Impose additional terms, conditions or stipulations after the final date fixed for the Submission of tenders (in which case it shall be deemed to be a withdrawal of this tender), or
- c) Jika sekiranya tender telah disetujuterima, enggan dan tidak melaksanakan Perjanjian Kontrak yang formal atau mendeposit Bon Pelaksanaan atau tidak meneruskan Kerja-Kerja;
In the event the tender having been accepted, refuse and fail to execute the formal Contract Agreement or to deposit the Performance Bond or fails to proceed with the Works;

Maka, dalam mana-mana hal itu, Majlis hendaklah, tanpa menyentuh apa-apa hak lain yang ada padanya, sentiasa berhak mengambil tindakan tatatertib terhadap yang bertandatangan di bawah ini atau membatalkan pendaftaran petender sebagai kontraktor Majlis sebagaimana difikirkan perlu oleh Majlis.

Then, in any of such events, the Majlis without prejudice to any other right it may possess, reserves the right to take disciplinary action against the undersigned or to cancel the registration of the tenderer as a Majlis contractor, as the Majlis deems fit.

4. tiada apa-apa perubahan atau tambahan yang tidak dibenarkan boleh dibuat kepada Borang Tender atau mana-mana Dokumen Tender yang lain

No unauthorized alteration or addition shall be made to the Form of Tender or any other Tender Documents.

5. (a) Tender-tender dan dokumen-dokumen berhubung dengannya yang dinyatakan dalam klausa 2 di atas, mestilah diserahkan di tempat dan pada atau sebelum masa yang ditetapkan dalam notis tender bagi penyerahan tender.

Tender and documents in connection therewith as specified in Clause 2 above, must be delivered to the place and at or before the time stipulated in the Tender Notice for the submission of Tenders.

(b) Jika sesuatu Tender tidak diserahkan dengan tangan, pentender mestilah menguruskan bagi tendernya dan doikumen-dokumennya yang lain dihantar dengan pos supaya sempat sampai di tempat yang ditetapkan tidak lewat dari masa yang ditetapkan.

In the case of a tender not being delivered by hand, the tenderer must arranger for his tender and other documents to be posted in time to reach the stipulated place not later than the stipulated time.

(c) Mana-mana tender yang diserahkan selepas masa yang ditetapkan, berbangkit dari apa jua sebab, tidak akan dipertimbangkan.

Any tender delivered after the stipulated time, form whatever cause arising, will not be considered.

(d) tiada apa-apa perbelanjaan yang ditanggung oleh pentender bagi menyediakan tendernya boleh dibayar kepadanya.

In no case will any expenses incurred by a tenderer in the preparation of his tender be allowed.

6. Jika sekiranya atas permintaannya, seseorang pentender diberikan salinan-salinan sesuatu Dokumen Tender, maka adalah menjadi tanggungjawab seorang diri untuk meneliti salinan-salinan itu dan memuaskan hatinya bahawa salinan-salinan itu adalah yang sebenarnya salinan-salinan dokumen yang termasuk dalam Dokumen Meja Tender. Jika sekiranya terdapat apa-apa perbezaan atau pencanggahan antara mana-mana salinan yang diberi kepada pentender dengan salinan dalam Dokumen Meja Tender atau antara mana-mana dokumen yang termasuk di dalamnya, maka adalah menjadi tanggungjawab seorang diri untuk memohon secara bertulis kepada Pegawai Penguasa supaya dibetulkan perbezaan atau percanggahan itu tidak lewat dari tujuh (7) hari sebelum tarikh akhir yang ditetapkan dalam Notis Tender bagi penyerahan tender. Apa-apa jawapan yang hendak dibuat oleh Pegawai Penguasa atas permohonan itu hendaklah dibuat dengan cara Memorandum Tender yang hendaklah dihantar kepada semua petender. Memorandum Tender itu hendaklah menjadi sebahagian daripada Dokumen Tender dan Tender yang diterima akan disifatkan sebagai berdasarkan pada huraian, ubahsuai atau perluasan kepada dokumen asal yang mengandunginya.

In the event of any tenderer being supplied at his request, with copies of any of the Tender Document, it shall be the sole responsibility of the tenderer to scrutinize such copies and satisfy himself that they are exact copies of those included in the Tender Table Document. In the event of any difference or discrepancy being found between any such copies supplied to the tenderer and those in the Tender Table Document or between any documents included therein, it shall be the sole reasonability of the tenderer to apply in writing to the Superintending Officer, to have the difference or discrepancy rectified, not later than seven (7) days before the final date fixed in the Tender Notice for the submission of tenders. Any reply the Superintending Officer may make to such application shall be by way of a Tender Memorandum which will be sent to all tenderers. Such Tender Memorandum shall become part of the Tender Documents and Tenders received will be deemed to have been based on the explanations, modification or extension to the original document that they contain.

7. Pentender hendaklah disifatkan telah memeriksa dan meneliti Tapakbina dan sekitarnya dan telah berpuas hati sebelum menyerahkan tendernya tentang jenis bumi dan lapisan tanah, bentuk dan jenis Tapakbina, takat dan jenis kerja, bahan dan barang yang perlu bagi menyiapkan Kerja-Kerja, cara-cara perhubungan dengan dan akses ke Tapakbina, tempat tinggal yang mungkin dikehendaki dan pada amnya hendaklah mendapatkan sendiri segala maklumat yang perlu tentang risiko, luarjangka dan segala hal keadaan yang mempengaruhi dan menjejaskan tendernya.

The tenderer shall be deemed to have inspected and examined then Site and its surroundings and to have satisfied himself before submitting his tender as to the nature of the work, materials and goods necessary for the completion of the Works, the means of communication with and access to the Site, the accommodation he may require and in general to have obtained for himself all necessary information as to risks, contingencies and all circumstances influencing and affecting his tender.

8. Tender-tender hendaklah terus sah selama tempoh sembilan (90) hari dari tarikh akhir bagi penyerahan tender sebagaimana yang ditetapkan dalam Notis Tender (dalam Syarat-Syarat Membuat Tender ini disebut “Tempoh Sah Tender”) dan tempoh ini boleh dengan persetujuan bersama dilanjutkan jika dan apabila perlu.

Tenders shall remain valid for a period of sixty (60) days from the final date for submission of tenders stipulated in the Tender Notice (herein referred to as the “Tender Validity Period”) and such period may be mutual agreement be extended as and when necessary.

9. Majlis tidak boleh terikat menyetujui tender yang rendah sekali atau sesuatu tender yang juga tidak terikat, untuk memberi apa-apa sebab atas penolakan sesuatu tender.

The Majlis shall not be bound to accept the lowest or any tender, nor to assign any reason for the rejection of any tender.

10. Petender yang berjaya (jika ada) hendaklah diberitahu tentang tendernya dengan surat (disebut “Surat Setujuterima Tender”) dalam Tempoh Sah Tender atau apa-apa tempoh lanjutan. Pentender tersebut hendaklah dengan seberapa segera yang praktik tetapi sebelum bermulanya Kerja mendeposit dengan Pegawai Penguasa, perkara-perkara berikut:

The successful tenderer (if any) shall be notified of his tender by a letter (referred to as “Letter of Acceptance of Tender”) within the tender Validity Period or any extended period thereof. The said tenderer shall so soon as is practicable but before the commencement of the Works deposit with the Superintending Officer the followings:

- a) Bon Pelaksanaan berjumlah sebanyak 5% daripada Jumlahwang Kontrak;
Performance Bond amounting to 5% of the Contract Sum;
- b) Polisi Insurans tanggungan Awam (iaitu insurans terhadap bencana kepada orang-orang atau kerosakan kepada harta) atau Liputan berserta dengan resit bagi premium yang telah dibayar;
Insuran Policy for Public Liability (I.e insurance against injury to persons or damage to property) or Cover Notes together with receipts of premium paid in respect thereof;
- c) Nombor pendaftaran di bawah Skim Keselamatan Sosial Pekerja (PERKESO); dan/atau
Registration numbers under the Employee’s Social Security (SOCSO) Scheme; and/or
- d) Polisi Insurans Pampasan Pekerja atau Nota Liputan bekerja dengan resit bagi premium yang telah dibayar.
Insurance Policy for Workmen’s Compensation or Cover notes together with receipts of premium paid in respect thereof.

Pentender tersebut hendaklah juga dalam masa yang berpatutan selepas itu mendeposit polisi insurans bagi Kerja-Kerja itu dan melaksanakan Perjanjian Kontrak yang formal.

The said tenderer shall also within a reasonable time thereafter to deposit the Insurance Policy for the Works and to execute the formal Contract Agreement

11. Semua jadual butir-butir yang dilampirkan kepada Dokumen Tender hendaklah diisi dan diserahkan oleh pentender berserta dengan tendernya.

All schedules of particular attached to the Tender Documents shall be completed and submitted by the tenderer together with his tender.

12. Tiap-tiap notis yang hendaklah diberi kepada pentender bolehlah diposkan ke alamatnya yang dinyatakan dalam tender itu dan pengeposan itu hendaklah disifatkan sebagai penyampaian yang sempurna akan notis itu..

every notice to be given to a tenderer may be posted to the tenderer’s address given in the tender and such posting shall be deemed good service of such notice.

13. Perkataan-perkataan “pentender yang berjaya” hendaklah bererti bahawa petender yang mana tendernya telah diluluskan dan disetujuterima oleh Majlis.

The words “successful tenderer” shall mean that the tenderer whose tender has been approved and accepted by the Majlis.

14. Perkataan “pentender” dalam Syarat-Syarat ini hendaklah disifatkan sebagai termasuk dua orang lebih.

The word “tenderer” in these conditions shall be deemed to include two or more persons.

15. Jika pentender tidak mematuhi Syarat-Syarat tersebut di atas mengenai apa-apa jua hal maka tendernya boleh ditolak.

Non-compliance with the above conditions in any respect shall render liable to rejection.

16. Syarat-Syarat membuat Tender ini, setakat mana Syarat-Syarat itu mungkin menyentuh pelaksanaan Kontrak ini, hendaklah disifatkan menjadi sebahagian daripada Kontrak ini.

These Conditions of Tendering, in so far as they may affect the execution of the Contract, shall be deemed to form part of the Contract.

**BORANG MAKLUMAT
PETENDER**

BORANG-BORANG MAKLUMAT YANG PERLU DILENGKAPI OLEH PETENDER

- | | | |
|---------------------|----------|---|
| 1. BORANG A | - | SURAT PENGAKUAN KEBENARAN MAKLUMAT DAN KEESAHAN DOKUMEN YANG DIKEMUKAKAN OLEH PETENDER |
| 2. BORANG B | - | MAKLUMAT AM DAN LATAR BELAKANG PETENDER |
| 3. BORANG C | - | DATA-DATA KEWANGAN |
| 4. BORANG CA | - | LAPORAN BANK/INSTITUSI KEWANGAN MENGENAI KEDUDUKAN KEWANGAN PETENDER |
| 5. BORANG D | - | REKOD PENGALAMAN PEYEBUTHARGA |
| 6. BORANG E | - | MAKLUMAT KAKITANGAN TEKNIKAL/PEKERJA |
| 7. BORANG F | - | SENARAI ALAT KELENGKAPAN/JENTERA |
| 8. BORANG G | - | SENARAI KERJA KONTRAKTOR SEMASA |
| 9. BORANG GA | - | LAPORAN PENYELIA PROJEK ATAS PRESTASI KERJA (BUKAN PROJEK JABATAN) SEMASA |

BORANG A - SURAT PENGAKUAN KEBENARAN MAKLUMAT DAN KEESAHAN DOKUMEN YANG DIKEMUKAKAN OLEH PETENDER

Nama Kontraktor:

Alamat:
.....
.....

Kepada,

Ketua Bahagian Ukur Bahan,
Pejabat MPK Jalan Tengku Kelana (Elibrary)
Lot 175, Jalan Tengku Kelana,
4100 Klang
Selangor Darul Ehsan.

Tuan,

Maklumat Latar Belakang, Kewangan Dan Teknikal Petender

1. Kami telah membaca dengan teliti semua arahan-arahan yang terkandung dalam Arahan Kepada Petender termasuk arahan yang menghendakkan kami mengemukakan maklumat-maklumat dan dokumen-dokumen mengenai perkara di atas bersama-sama dokumen Tender kami semasa mengemukakan Tender ini untuk membolehkan MAJLIS menilai keupayaan kami untuk melaksanakan kerja yang diTender semasa penilaian Tender.
2. Kami faham dan mengambil maklum bahawa penilaian Tender ini akan mengambil kira dan mementingkan keupayaan kami melaksanakan kerja yang diTender. Justeru itu Tender kami akan hanya dipertimbang untuk diperakukan kepada Jawatankuasa Tender untuk disetuju terima sekiranya kami didapati berkeupayaan untuk melaksanakan projek yang diTender mengikut penilaian MAJLIS berasaskan maklumat-maklumat dan dokumen-dokumen yang kami kemukakan.
3. Kami juga mengambil maklum bahawa kami dikehendaki mengemukakan semula maklumat dan dokumen-dokumen yang diminta bersama-sama Tender kami sebelum Tender ditutup dan maklumat-maklumat atau dokumen-dokumen yang dikemukakan kemudian daripada itu tidak akan diterima untuk diambil kira dalam penilaian keupayaan kami.
4. Kami mengaku bahawa maklumat-maklumat dan data-data yang kami berikan bersama-sama ini di Borang A, B, C, CA, D, E, F, G & GA dan dokumen-dokumen yang kami sertakan bersamanya setahu kami adalah semuanya benar dan sah pada semua segi dan kami telah mengambil maklum dan sedar akan tindakan yang boleh diambil oleh Kerajaan terhadap kami dan atau Tender kami sekiranya mana-mana maklumat, data-data dan dokumen yang kami berikan itu didapati tidak benar atau palsu.

5. Kami juga mengambil maklum dan sedar bahawa Tender kami akan ditolak (disqualified) dan tidak akan dipertimbangkan sekiranya maklumat-maklumat yang kami berikan tidak mencukupi atau sekiranya kami gagal untuk memberikan bersama-sama ini mana-mana maklumat dan/atau menyertakan mana-mana dokumen penting yang sangat diperlukan untuk membolehkan MAJLIS menilai keupayaan kami terutamanya dokumen-dokumen berhubung dengan kedudukan kewangan dan prestasi kerja semasa kami seperti berikut:-
- (1) Salinan sah Akaun Syarikat yang telah disahkan dan diaudit oleh Juru Audit yang bertaualiah bagi Dua (2) tahun kewangan terakhir.
 - (2) Salinan sah Penyata Bulanan Bank Akaun Wang Dalam Tangan PETENDER bagi Tiga (3) bulan terakhir sebelum tarikh tutup Tender.
 - (3) Laporan Jurutera Projek atas prestasi kerja semasa yang bukan projek MAJLIS atas Borang GA dalam satu sampul berlakri bagi setiap kerja semasa yang sedang dilaksanakan.
6. Kami dengan ini memberi kuasa kepada mana-mana Pegawai Kerajaan, Jurutera-Jurutera Projek, Bank dan Institusi Kewangan lain dan lain-lain atau mana-mana orang atau Firma yang berkenaan untuk memberikan maklumat-maklumat yang dianggap perlu dan diminta oleh MAJLIS untuk menyemak maklumat-maklumat yang kami berikan atau untuk mendapatkan maklumat tambahan. Walau bagaimanapun kami tetap bertanggungjawab di atas maklumat-maklumat dan dokumen-dokumen yang kami berikan bersama-sama ini.

Yang benar,

.....
Tandatangan Petender

Tarikh:

Nama Penuh:

No. Kad Pengenalan:

Atas Sifat:

Yang diberi kuasa dengan sepenuhnya
untuk menandatangani Tender ini untuk
dan bagi pihak:

.....
Meteri atau Cap Petender

Saksi :

Tarikh :

Nama Penuh :

No. Kad Pengenalan :

Pekerjaan :

Alamat :

.....

BORANG B - MAKLUMAT AM DAN LATAR BELAKANG PETENDER

1. Nama :

2. Alamat :
.....

No. Telefon : No. Fax :

3. Pendaftaran dengan CIDB :
(Sertakan Salinan Pendaftaran)

(i) No. Pendaftaran :

(ii) Tarikh Daftar : sah hingga

(iii) Gred dan Katogeri / pengkhususan :
.....

(iv) Taraf (Bumiputera / Bukan Bumiputera) :

(v) Jika Bumiputera, tempoh sah taraf : Dari hingga

4. Bagi Syarikat Sdn. Bhd. nyatakan :

(i) Modal dibenarkan : RM.....

(ii) Modal dibayar : RM.....

5. Perniagaan Utama lain, jika ada :

(a) sejak

(b) sejak

6. Ahli-Ahli Syarikat
(i) Ahli-ahli Lembaga Pengarah

Nama	Jawatan	Saham Modal Dipegang

- (ii) Ahli-ahli Pengurusan

Nama	Jawatan	Kelulusan Akademik/Iktisas

BORANG C - DATA-DATA KEWANGAN

(iii) Ringkasan harta dan liabiliti seperti yang ditunjukkan dalam Lembaran Imbangan (Balance Sheet)* yang diaudit bagi tahun kewangan terakhir

Asset * (A)	Liabiliti * (B)	Nilai Kewangan (Worth) (A-B)
Semasa: RM Tetap : RM ----- Jumlah : -----	Semasa: RM Tetap : RM ----- Jumlah : -----	Modal Pusingan: RM Modal Tetap : RM 'Nett Worth' : RM

B. Akaun Wang Di Tangan (Cash In Hand) **

(iii) Nama dan Alamat Bank di mana akaun di buka :

.....
.....

2. Nombor Akaun :

C. Kemudahan Kredit (jika ada) +

1. Nama dan Alamat Bank / Institusi Kewangan yang memberi kemudahan Kredit:

.....
.....

2. Bentuk dan baki amaun yang boleh digunakan untuk projek pembinaan

(i) Overdraft atau Talian Kredit : RM

(ii) Overdraft bercagar : RM

(iii) Pinjaman Tetap yang akan/layak
diperolehi untuk projek : RM

RM

Peringatan Penting

* Sila sertakan salinan sah Akaun Syarikat bagi Dua (2) tahun kewangan terakhir yang disahkan dan diaudit oleh Juru Audit bertauliah (Certified Accountant) atau sekiranya tiada bagi tahun kewangan setahun sebelumnya bagi menyokong data-data yang diberi. Tender yang tidak disertakan dengan Akaun ini akan ditolak.

** Sila sertakan salinan sah Penyata Bulanan Bank bagi Tiga (3) bulan terakhir sebelum tarikh tutup Tender. Tender yang tidak disertakan dengan penyata ini akan ditolak.

+ Sila dapat dan sertakan Laporan Sulit daripada pihak Bank/Institusi Kewangan atas format seperti Borang CA dalam satu sampul berlakri.

BORANG CA - LAPORAN BANK/INSTITUSI KEWANGAN MENGENAI

KEDUDUKAN KEWANGAN PETENDER

(Borang ini hendaklah dilengkapkan oleh pihak Bank atau Institusi Kewangan lain dan diserahkan kepada Petender untuk disertakan bersama-sama Tendernya sekiranya Petender mempunyai Kemudahan Kredit dengan Bank/Institusi Kewangan yang berkenaan)

Kepada : Ketua Bahagian Ukur Bahan,
Pejabat MPK Jalan Tengku Kelana (Elibrary)
Lot 175, Jalan Tengku Kelana,
4100 Klang
Selangor Darul Ehsan.

Nama Petender :

Projek:

(A) Kemudahan Kredit yang boleh digunakan untuk pelaksanaan Projek:
Kemudahan Kredit yang telah diluluskan dan kemudahan kredit tambahan minimum yang layak diperolehi oleh Petender adalah seperti berikut:

Bentuk Kemudahan Kredit	Baki drpd. yg. diluluskan	Tambahan min. yang akan diluluskan	Jumlah
(i) Overdraft	RM	RM	RM
(ii) Overdraft bercagar	RM	RM	RM
(iii) Talian Kredit	RM	RM	RM
(iv) Pinjaman Tetap yang akan / layak diperolehi untuk Projek	-	-	RM
(v)	RM	RM	RM
Jumlah	RM	RM	RM

(*jika Projek diawardkan kepada petender)

(B) Ulasan-ulasan mengenai kedudukan kewangan dan akaun Petender:

.....
Tandatangan Untuk Dan Bagi Pihak Bank

Nama Bank : Nama Pegawai :

Meteri Bank : Jawatan :

Tarikh :

BORANG D –REKOD PENGALAMAN KERJA
(SENARAI SEMUA KERJA YANG DISIAPKAN DALAM 5 TAHUN LEPAS)

Bil.	NAMA KONTRAK/PROJEK DAN SKOP KERJA	NILAI KONTRAK (RM)	NILAI PENYEBUT HARGA BERTANGGUNGJAWAB	TEMPOH KONTRAK **	TARIKH MILIK TAPAK	TARIKH	SIAP
						KONTRAK	SEBENAR

+ Salinan Perakuan / Pengesahan Siap Kerja bagi setiap kerja yang disenaraikan hendaklah disertakan.

* Hanya perlu diisi sekiranya penyebutharga melaksanakan kerja sebagai Ahli Syarikat Gabungan.

** Tempoh Kontrak hendaklah termasuk Lanjutan Masa yang diluluskan.

BORANG E – MAKLUMAT KAKITANGAN TEKNIKAL
(BUTIR-BUTIR KAKITANGAN YANG ADA DALAM PENGGAJIAN PETENDER MASA KINI)

*NAMA DAN NO. K/P	UMUR	KELULUSAN PROFESSIONAL/ PENDIDIKAN **	TAHUN KELULUSAN	TARIKH DIAMBIL BEKERJA	J DISAN TU
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

* Salinan Sah borang KWSP 'A' setiap pekerja bagi bulan caruman terakhir dan Salinan Perjanjian Perkhidmatan secara kontrak hendaklah ditawarkan.

** Sila sertakan Salinan Sijil Kelulusan atau Sijil Keahlian Badan-badan Professional.

BORANG F – SENARAI JENTERA-JENTERA, PERALATAN DAN PERKAKASAN
 (Senarai loji & peralatan pembinaan utama kepunyaan petender yang sesuai yang boleh digunakan)

BIL.	BUTIRAN (JENIS, MODEL, BUATAN DAN KEUPAYAAN / SAIZ)	DIMILIKI, DISEWA- BELI ATAU DISEWAPAJAK*	BIL. SETIAP SATU	NILAI SEMASA	UMUR (DARI TARIKH BELIAN ASAL)	T DI

* Salinan kad pendaftaran dan / atau dokumen-dokumen lain bukti keempunyaan hakmilik Petender atau p
 disenaraikan hendaklah disertakan.

** Pegawai yang menyediakan Dokumen Tender hendaklah menyenaraikan butiran-butiran peralatan asas bagi p

BORANG G - SENARAI KERJA KONTRAK SEMASA

(Senarai semua kerja di dalam tangan / sedang berjalan dan belum siap termasuk kontrak yang)

BIL.	NAMA KONTRAK/PROJEK+	NILAI KONTRAK (RM)	NILAI PENYEBUTHARGA BERTANGGUNGJAW AB	TEMPOH KONTRAK (**)	TARIKH MILIK TAPAK	TARIKH SIAP PROJEK	KEMAJU
							IKUT JADU (%)

* Hanya perlu diisi sekiranya petender melaksanakan kerja sebagai Ahli Syarikat Gabungan.

** Tempoh Kontrak hendaklah termasuk Lanjutan Masa yang diluluskan.

+ PERINGATAN PENTING

Bagi setiap kerja semasa yang bukan projek MPK, sertakan (WAJIB) Laporan Penyelia Projek atas format berlakri. Tender yang tidak disertakan dengan Laporan ini bagi setiap kerja semasa yang disenaraikan, akan

SULIT

BORANG GA - LAPORAN JURUTERA PROJEK ATAS PRESTASI KERJA SEMASA PETENDER (BUKAN PROJEK MPK)

(Borang ini hendaklah dilengkapkan oleh Penyelia Projek atau Pembantu Kanannya yang mengawasi projek dan diserahkan kepada Kontraktor dalam satu sampul berlakri untuk disertakan bersama-sama Sebut harganya).

Kepada:

 (u/p:)

Nama Kontraktor :

NAMA TENDER:

Nama Projek Yang Di Laksanakan :

No. Kontrak :

Harga Kontrak (termasuk Anggaran Nilai Kerja Perubahan) : RM
 Wang Kos Prima dan Peruntukkan Sementara : RM
 Nilai Kerja Pembina : RM

Tarikh Milik Tapak : Tempoh Kontrak : minggu
 Tarikh Penyiapan Asal :

Lanjutan Masa Yang Telah Diluluskan : hari
 Lanjutan Masa seterusnya;
 Yang difikir/dijangka layak diperakukan: hari
 Atas sebab-sebab : (i)
 (ii)

Kemajuan Kerja (berdasarkan penilaian kerja yang telah dilaksanakan) :
 Pencapaian Sebenar : % Mengikut Jadual : %
 Tarikh Kerja dijangka akan dapat disiapkan :

Nilai Bahagian Kerja Yang Telah Siap : RM
 Nilai Baki Kerja Yang Belum Siap : RM

Ulasan-ulasan mengenai Prestasi Kontraktor;
 (Nyatakan apa-apa kepujian dan / atau kelemahan Kontraktor dan juga apa-apa tindakan / perakuan yang diambil / dipertimbangkan berhubung dengan prestasi Kontraktor melaksanakan Kontrak)

.....
 Tandatangan Penyelia Projek

Nama :

Jawatan :

Tarikh :

SENARAI KUANTITI

MAJLIS PERBANDARAN KLANG

KERJA-KERJA MENURAP SEMULA JALAN DI DALAM KAWASAN PASAR BESAR MERU, OFF JALAN MERU, KLANG UTARA SERTA KERJA-KERJA BERKAITAN DENGANNYA

Pendahuluan:

1. Kerja yang diliputi dalam kontrak ini mengandungi peruntukan oleh kontraktor dengan risiko dan kosnya sendiri bagi semua bahan-bahan, peranca-peranca, peralatan, loji, pekerja, pengangkutan air dan lain-lain perkara yang perlu untuk pembinaan dan penyiapan kerja di atas mengikut spesifikasi, pelan dan kelulusan sepenuhnya oleh Pegawai Penguasa.
2. **Majlis berhak** mengubah mana-mana kuantiti yang tercatat di dalam Ringkasan Tender yang dinyatakan.
3. Kuantiti yang tercatat di dalam Ringkasan Tender ini adalah **kuantiti sementara** sahaja.
4. Singkatan-singkatan adalah seperti berikut :-

M - METER PANJANG
NO - BILANGAN

M2 - METER PERSEGI
J.P. - JUMLAH PUKAL

M3 - METER PADU
P.S. - PROVISIONAL SUM

Bil	Keterangan Kerja	Unit	Kuantiti	Kadar (RM)	Jumlah (RM)
1	<u>Nota:</u> Pemborong dikehendaki menjalankan kerja di atas dengan sistematik dan tidak merosakkan harta benda lain yang berdekatan dengannya.	-	-	-	-
2	Pemborong juga bertanggungjawab terhadap segala pembersihan di tapak semasa dan selepas menjalankan kerja mengikut arahan P.P.	-	-	-	-
3	Pemborong dikehendaki menyediakan keselamatan terhadap orang awam dan pekerja-pekerja secukupnya.	-	-	-	-
4	Pemborong adalah bertanggungjawab membaiki jalan-jalan, parit, bangunan atau yang berkaitan sekiranya berlaku kerosakan semasa atau selepas pembinaan dijalankan kepada keadaan sedia ada.	-	-	-	-
5	Pemborong hendaklah mengisi segala butiran di dalam dokumen ini dengan lengkap seperti di dalam ruangan Maklumat Petender, Borang Kontrak, Senarai Kuantiti dan sebagainya. Kegagalan Pemborong mematuhi syarat-syarat yang diterangkan seperti di dalam Arahan kepada Petender dan lain-lain yang berkaitan, maka Majlis BERHAK MENOLAK tawarannya	-	-	-	-
	JUMLAH DI BAWA KE KOLEKSI				

MPK/JK-13/1/50(2020)

Bil.	Keterangan Kerja	Unit	Kuantiti	Kadar (RM)	Jumlah (RM)
A	KERJA PERMULAAN				
1	Penyediaan untuk garenti dan insuran-insuran seperti yang disenaraikan mengikut syarat-syarat kontrak :- a) Bon Perlaksanaan b) Pampasan Pekerja c) Insuran Kerja dan Liabiliti Awam sebanyak RM200,000.00 atau "Contractor All Risk".	Item	-	-	
2	Penyediaan papan tanda projek mengikut piawaian MPK mengikut pelan, spesifikasi kerja dan arahan Pegawai Penguasa. - mengikut Lukisan No: Marris 003	No	1		
3	Menyediakan sistem kawalan lalulintas serta menyediakan papantanda trafik sementara mengikut Arahan Teknik (Jalan) 2C/85 JKR sepertimana dalam pelan yang disertakan seperti berikut: - *Semua papantanda hendaklah dihantar ke stor Jabatan Kejuruteraan selepas kerja siap dilaksanakan. a) T.1 - 'Road Works' (No 2) b) T.4 - AWAS (No 2) c) T.6 - 'Advance Warning Sign' (No 2) d) Kon keselamatan (No 10)	Item	-	-	
4	Pengambilan gambar projek bagi sebelum, semasa dan selepas kemajuan projek sehingga tamat projek (kamera, filem dan salinan ditanggung oleh pemborong). a) 1 set (sebelum, semasa dan selepas) untuk setiap jalan yang tidak melebihi 200m panjang b) 1 set (sebelum, semasa dan selepas) untuk setiap 200m bagi jalan yang melebihi 200m panjang	Item	-	-	
5	Kerja-kerja membuat ujian ditapak dan makmal mengikut arahan P.P dan disahkan oleh pihak SIRIM seperti berikut: a) Ujian Coring (Thickness) b) Ujian Marshall, Density dan Bitumen	No No	15 1		
6	Peruntukan untuk ' mobilisation ' dan ' demobilisation ' untuk pekerja, jentera, peralatan dan keperluan keperluan lain yang berkaitan untuk melaksanakan kontrak dan kos kos perbelanjaan lain yang berkaitan seperti disebutkan di dalam kerja PERMULAAN - BAHAGIAN A. Pihak kontraktor harus mengambil kira pemindahan jentera dari satu lokasi (chainage) ke lokasi yang lain di kawasan yang sama mengikut arahan P.P.	Item	-	-	
B	KERJA PEMBERSIHAN				
1	Membekal segala peralatan, jentera, pekerja dan lain-lain peralatan bagi kerja-kerja pembersihan dan menebang pokok dan megorek sehingga ke akar di tapak sebelum dan selepas siap kerja dan memindahkan segala bahan yang tidak dikehendaki ke tempat buangan yang ditetapkan / dibenarkan oleh Majlis oleh kontraktor sendiri termasuk menyediakan laporan bergambar setiap jalan/kawasan terlibat.	JP	-	-	
	JUMLAH DI BAWA KE KOLEKSI				

MPK/JK-13/1/50(2020)

Bil.	Keterangan Kerja	Unit	Kuantiti	Kadar (RM)	Jumlah (RM)
B	<u>KERJA PEMBERSIHAN (Sambungan)</u>				
2	Kerja-kerja membuka ramp konkrit sediaada dan memindahkan segala bahan yang tidak dikehendaki ke tempat buangan yang ditetapkan / dibenarkan oleh Majlis oleh kontraktor sendiri.	JP	-	-	
C	<u>KERJA PELARASAN JALAN (REGULATION WORK)</u>				
1	Membekal, menghampar, merata dan memadatkan premix 'asphaltic concrete binder course' (AC28) termasuk satu lapisan bitumen cecair (bitumenous tack coat) disembur pada kadar 1.0 liter/persegi menggunakan 'Mechanical Sprayer' semuanya mengikut spesifikasi dan arahan P.P.	Tan	200		
D	<u>KERJA-KERJA JALAN</u>				
1	Kerja-kerja membuka dengan teliti ubin saling kunci dan batu bebendul sediaada yang rosak, mendap dan pecah di tapak dengan berhati-hati semuanya mengikut arahan P.P.	M ²	6,000		
2	Membekal bahan, alat jentera dan pekerja untuk kerja merata dan menghampar 300mm tebal minima 'crusher run' semuanya mengikut spesifikasi dan arahan P.P.	M ²	6,000		
3	Kerja-kerja membekal dan menyembur 'Prime-Coat' SS-1K pada kadar 1.55 liter/m2 di atas 'crusher run' menggunakan 'Mechanical Sprayer' serta membekal segala peralatan, jentera, pekerja dan lain-lain bagi kerja-kerja membersihkan dan memindahkan segala bahan yang tidak dikehendaki ke tempat buangan kontraktor sendiri sebelum semburan dilakukan mengikut spesifikasi kerja dan arahan Pegawai Penguasa.	M ²	6,000		
4	Membekal, menghampar, merata dan memadatkan satu lapisan premix 'asphaltic concrete binder course' (ACBC20) setebal 50mm (ketebalan selepas dipadatkan) sehingga mencapai aras jalan sediaada mengikut spesifikasi kerja dan arahan P.P.	M ²	6,000		
5	Kerja-kerja membekal dan menyembur 'Tack-Coat' (RS-1K) pada kadar 1.55 liter/m2 menggunakan 'Mechanical Sprayer' serta membekal segala peralatan, jentera, pekerja dan lain-lain bagi kerja-kerja membersihkan dan memindahkan segala bahan yang tidak dikehendaki ke tempat buangan kontraktor sendiri sebelum semburan dilakukan mengikut spesifikasi kerja dan arahan Pegawai Penguasa.	M ²	19,000		
6	Membekal, menghampar, merata dan memadatkan satu lapisan premix 'asphaltic concrete wearing course' (AC20) setebal 50mm (ketebalan selepas dipadatkan) mengikut spesifikasi kerja dan arahan P.P. - mengikut Lukisan No: Marris 004	M ²	19,000		
JUMLAH DI BAWA KE KOLEKSI					

MPK/JK-13/1/50(2020)

Bil.	Keterangan Kerja	Unit	Kuantiti	Kadar (RM)	Jumlah (RM)
D	<u>KERJA-KERJA JALAN (Sambungan)</u> Nota: a. Kerja-kerja menurap premix hendaklah menggunakan jentera 'Paver' b. Lapisan premix hendaklah dipadatkan menggunakan roller 8 tan dan hendaklah dipadatkan mengikut 'rolling pattern' (2-2-10-2) sehingga tidak berlaku pergerakan pada permukaan turapan. c. Kadar Harga bagi perkara D bilangan 5 disyorkan tidak kurang dari RM1.00/m² & bahan hendaklah dari pembekal yang diiktiraf Kerajaan sahaja. d. Kadar Harga bagi perkara D bilangan 6 disyorkan tidak kurang dari RM24.00/m² & bahan hendaklah dari pembekal yang diiktiraf Kerajaan sahaja. e. Memajukan sesalinan 'Design Mix' yang disahkan oleh pembekal. f. Melantik seorang (1) Penyelia Tapak yang diwajibkan memiliki Sijil Competence bagi kerja-kerja turapan jalan yang diiktiraf oleh mana-mana badan yang bertanggungjawab mengeluarkan atau Lulus kursus turapan jalan yang dianjurkan oleh JKR Selangor (sijil perlu disertakan)				
D 1	<u>KERJA-KERJA PERABOT JALAN</u> Membekal semua bahan-bahan, pekerja-pekerja, peralatan dan jentera yang diperlukan untuk menyediakan dan menyapu 1 lapisan cat 'reflective thermoplastic' jalan seperti yang ditentukan di atas permukaan jalan premix mengikut pelan, spesifikasi kerja dan arahan P.P. a) Garisan Berhenti (Stop Line) (3mm tebal) - mengikut Arahan Teknik (Jalan) 2D/85 b) Garisan Tengah (Centre Line) (100mm x 3mm tebal) - mengikut Arahan Teknik (Jalan) 2D/85 c) Garisan Tengah (Double Line) (100mm x 3mm tebal) - mengikut Arahan Teknik (Jalan) 2D/85 d) Garisan Transverse Bar (600mm lebar x 5mm tebal) - mengikut Arahan Teknik (Jalan) 2D/85 e) Tempat letak kenderaan (3mm) - mengikut Lukisan No: Marris 006 i. 90° Angled Parking ii. Parallel Parking f) Parking OKU (3mm) - mengikut Lukisan No: Marris 005 g) Anak panah tunjuk arah jalan. - mengikut Arahan Teknik (Jalan) 2D/85 i. Single Arrow (3mm tebal) ii. Double Arrow (3mm tebal)	M ² M M No No No No No	50 1,300 1,000 200 500 400 15 30 30		
E 1	<u>PERUNTUKAN SEMENTARA</u> Peruntukan wang untuk peruntukan sementara sebanyak RINGGIT MALAYSIA: TIGA PULUH RIBU SAHAJA (RM 30,000.00) untuk kerja-kerja pengalihan utiliti termasuk kerja-kerja lain yang berkaitan untuk digunakan mengikut arahan P.P. samada dibatalkan atau dikurangkan jika perlu.	P.S	-	-	30,000.00
	JUMLAH DI BAWA KE KOLEKSI				

MPK/JK 600-13/1/50(2020)

KERJA-KERJA MENURAP SEMULA JALAN DI DALAM KAWASAN PASAR BESAR MERU, OFF JALAN MERU, KLANG UTARA SERTA KERJA-KERJA BERKAITAN DENGANNYA

KOLEKSI	JUMLAH (RM)
SK (1)	-
SK (2)	
SK (3)	
SK (4)	
JUMLAH KESELURUHAN DI BAWA KE BORANG TENDER	

RINGGIT MALAYSIA :

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TEMPOH SIAP :MINGGU (Tidak Lebih..... Minggu)

Nama KONTRAKTOR : Nama SAKSI :

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Alamat : Alamat :

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No. Kad Pengenalan : No. Kad Pengenalan :

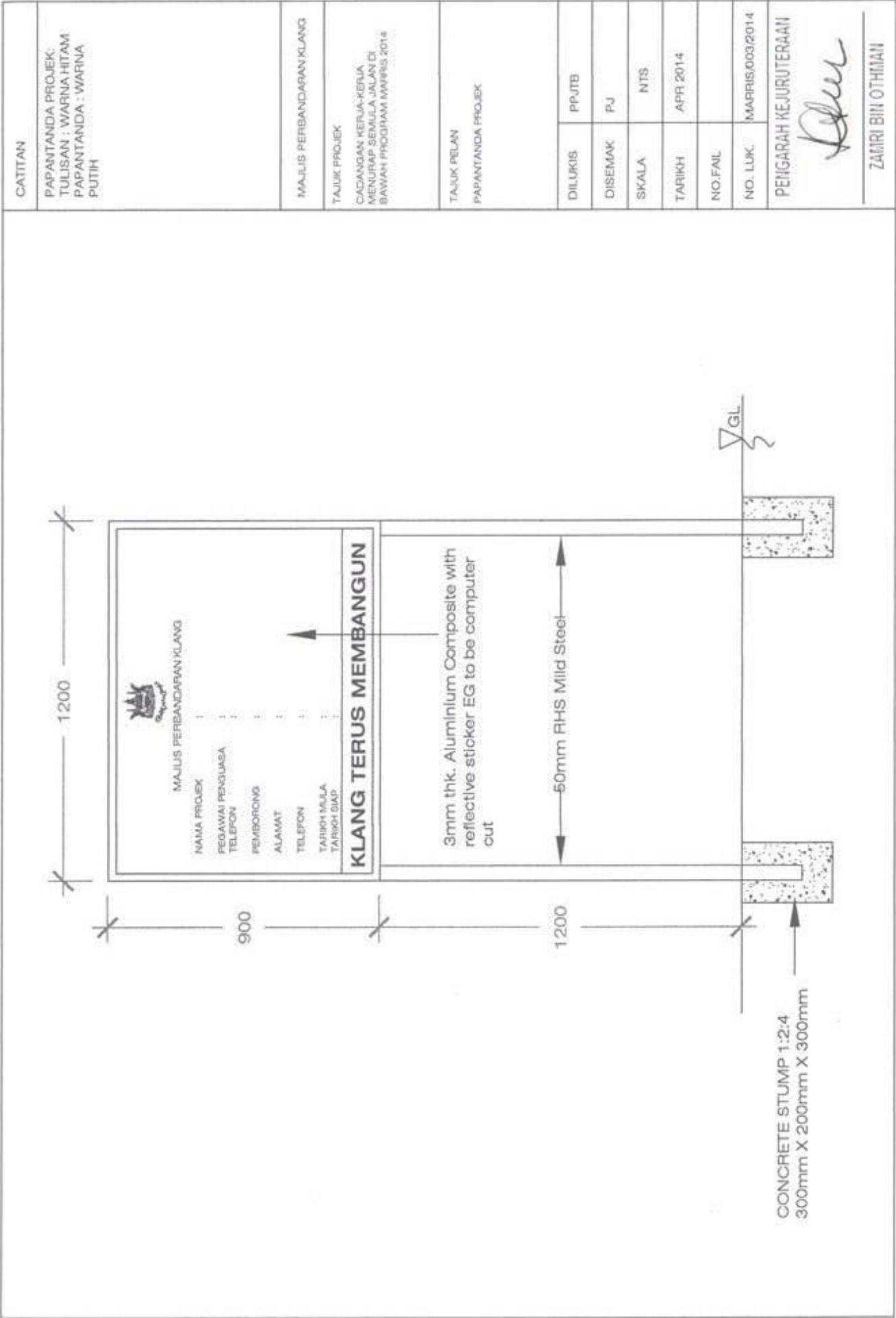
No. Telefon : No. Telefon :

Tandatangan Kontraktor dan Cop : Tandatangan Saksi :

.....

Tarikh : Tarikh :

PELAN DAN LUKISAN



CATITAN

PAPANTANDA PROJEK:
TULISAN : WARNA HITAM
PAPANTANDA : WARNA
PUTIH

MAJLIS PERBANDARAN KLANG

TAJUK PROJEK

CADANGAN KERJA-KERJA
MENURAP SEMULA JALAN DI
BAWAH PROGRAM MARRIS 2014

TAJUK PELAN

PAPANTANDA PROJEK

DILUKIS

PPJTB

DISEMAK

PJ

SKALA

NTS

TARIKH

APR 2014

NO. FAIL

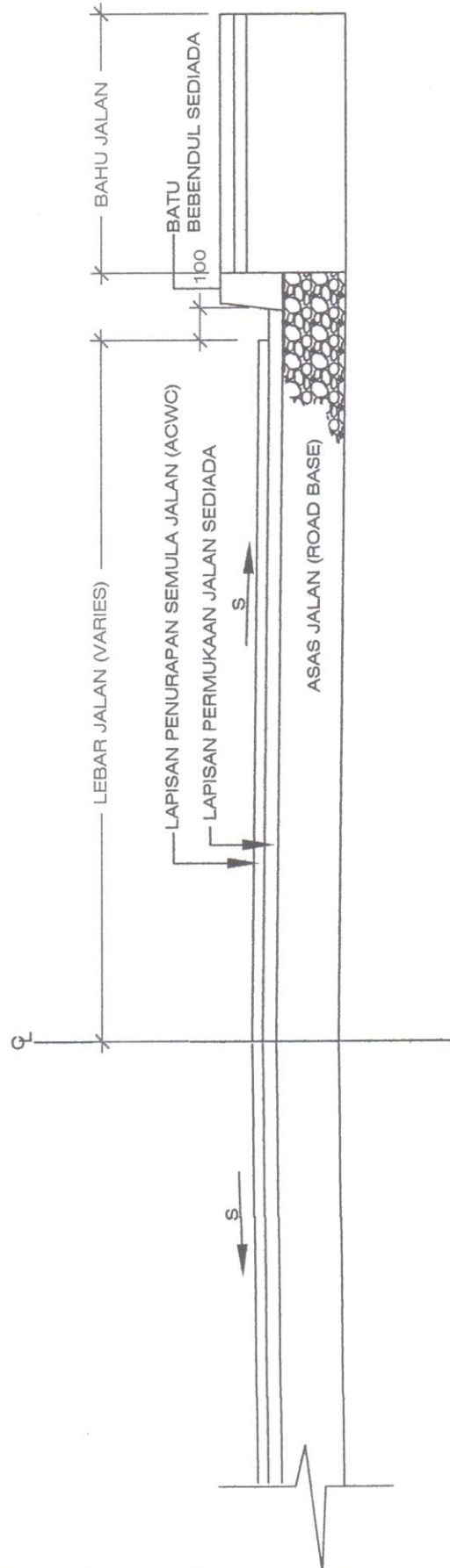
NO. LUK.

MARRIS.003/2014

PENGARAH KEJURUTERAAN

[Signature]

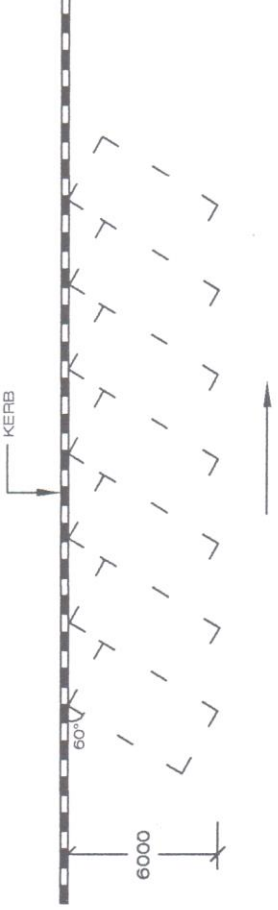
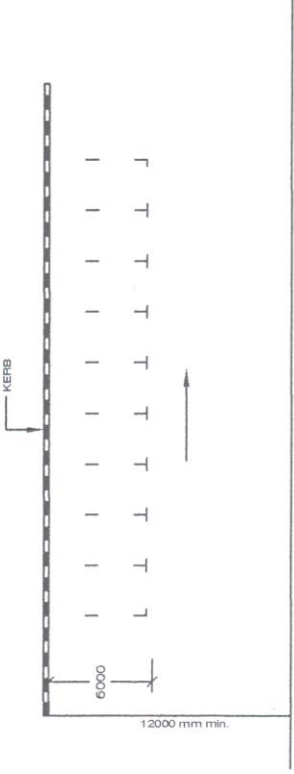
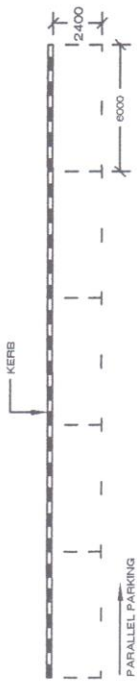
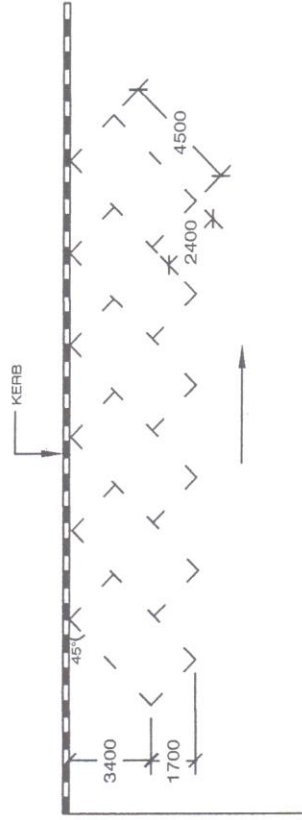
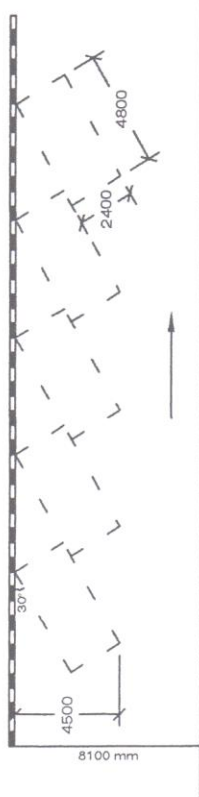
ZAMRI BIN OTHMAN



KERATAN RENTAS JALAN

CATITAN		
	MAULIS PERBANDARAN KLANG	
	TAJUK PROJEK CADANGAN KERJA-KERJA MENURAP SEMULA JALAN DI BAWAH PROGRAM MARRIS 2014	
	TAJUK PELAN KERATAN RENTAS JALAN	
	DILUKIS	PPJTB
	DISEMAK	PJ
	SKALA	NTS
	TARIKH	APR 2014
	NO.FAIL	
	NO. LUK.	MARRIS/004/2014
	PENGARAH KEJURUTERAAN	
	 ZAMRI BIN OTHMAN	

CATITAN		MAJLIS PERBANDARAN KLANG		TAJUK PROJEK		TAJUK PELAN		DOKUMEN MEJA TERKAWA	
		CADANGAN KERJA-KERJA MENURAP SEMULA JALAN DI BAWAH PROGRAM MARRIS 2014				PELAN BONGGOL, PETAK OKU & YELLOW BOX		DOKUMEN MEJA TERKAWA	
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								DOKUMEN MEJA TERKAWA	
								DOKUMEN MEJA TERK	

CATITAN		
UKURAN SAIZ :- i) Panjang : 600mm ii) Lebar : 100mm iii) Tebal : 3mm		
MAJLIS PERBANDARAN KLANG		
TAJUK PROJEK CADANGAN KERJA-KERJA MENURAP SEMULA JALAN DI BAWAH PROGRAM MARRIS 2014		
TAJUK PELAN CAT PETAK LETAK KERETA & MOTOSIKAL		
DILUKIS	PPJTB	
DISEMAK	PJ	
SKALA	NTS	
TARIKH	APR 2014	
NO. FAIL		
NO. LUK.	MARRIS/006/2014	
PENGARAH KEJURUTERAAN		
	ZAMRI BIN OTHMAN	

Catatan :

- SEMUA PAPANTANDA HENDAKLAH MENGGUNAKAN 1mm. TEBAL M.S. PL.
- KEDUDUKAN PAPANTANDA MENGIKUT ARAHAN P.P.
- SEMUA PAPANTANDA HENDAKLAH DI SELENGGARA DAN BERSIHKAN SETI: HARI.
- PERKATAAN DAN SIMBOL BERWARNA MITAM DAN BERLATARDEKANG WARU: OREN JENIS PANTULAN CAHAYA.
- SEMUA PAPANTANDA MENGIKUT ARAH: TEKNIK (JALAN) 2C/05 - JK2.
- SEMUA RANGKA DARI M.S. R15. DAN ANGLE IRON.

MAJLIS PERBANDARAN KLANG.

PROJEK :

PAPAN TANDA SETARA (STANDARD) KAWALAN TRAFIK

UNTUK :

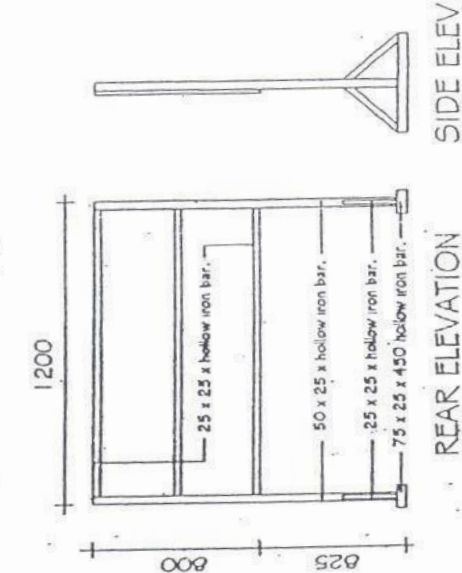
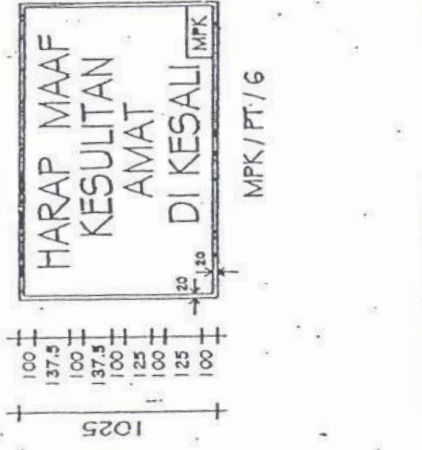
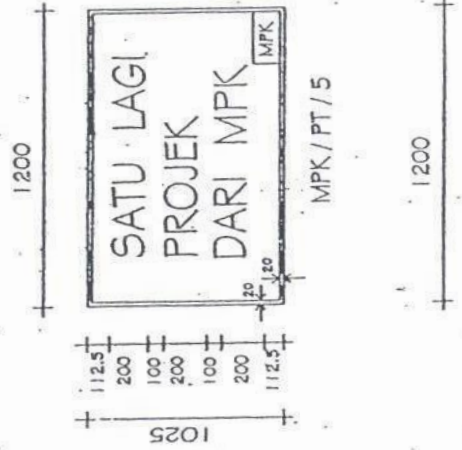
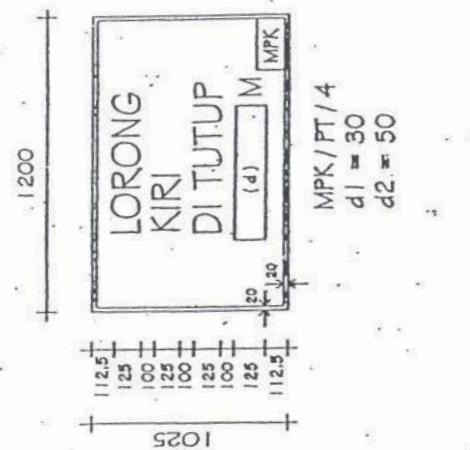
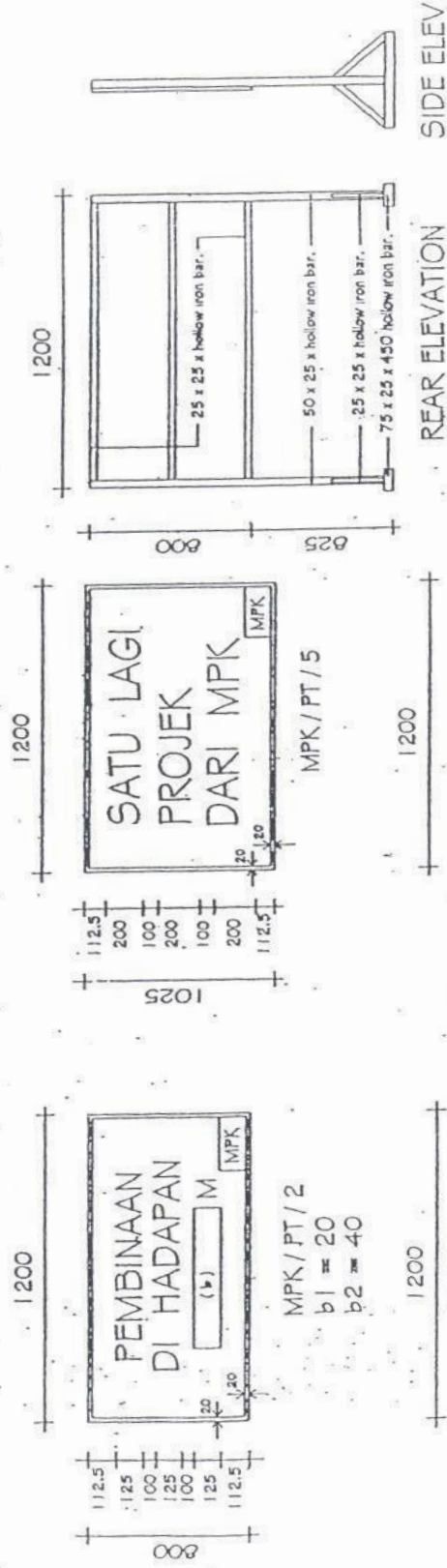
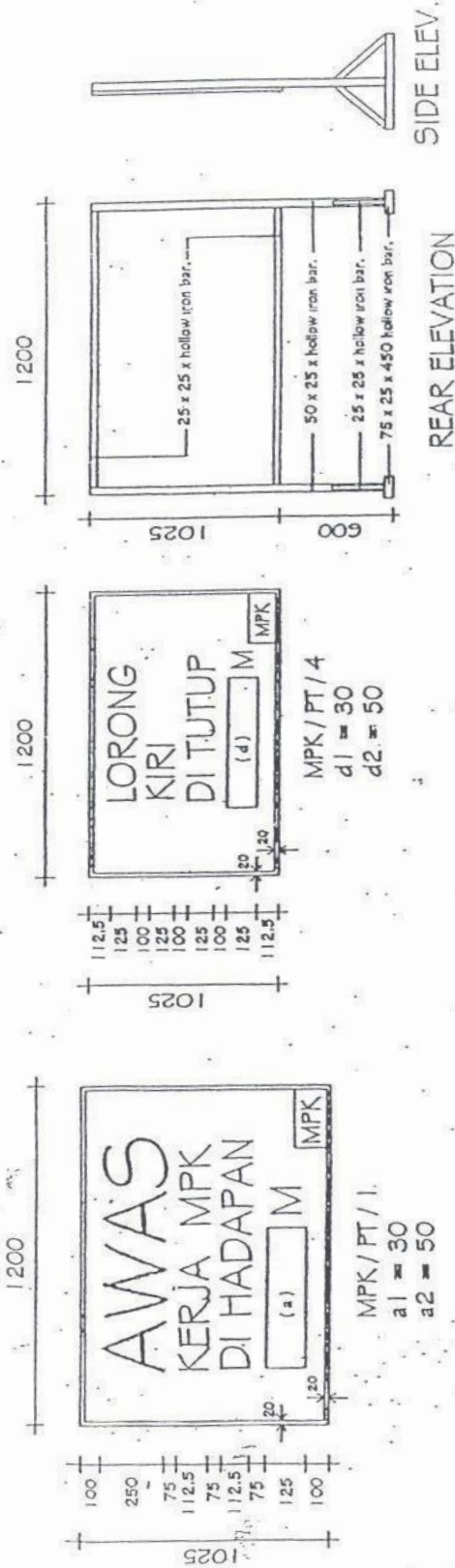
MAJLIS PERBANDARAN KLANG.

PENGARAH KEJURUTERAAN

[Signature]

ZAMRI BIN OTHMAN

DILUKIS	JTCB
DISEMAK	Pen. JJ
TARIKH	April 2012
SKALA	NOT TO SCALE
NO. RAIL / LUGSAM	



TEMPORARY SIGNS

T.1 ROAD WORKS

Approach sign to any works on the road.

DIMENSIONS

Dimensions of board and borders as in WD. 1
(Arahan Teknik 2A.)

COLOUR

- Background - orange
- Border - black
- Symbol - black



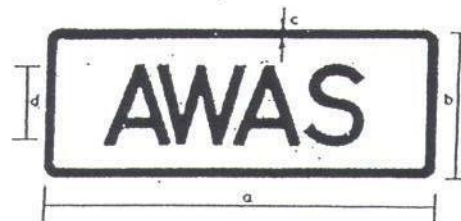
T.4 AWAS

Approach sign indicating some sort of danger ahead.

SIGN	DIMENSIONS			
	a	b	c	d
Minimum	1000	500	15	300

COLOUR

- Background - orange
- Border/Lettering - black



LETTERING: Series 2 with medium spacing.

T.6. ADVANCE WARNING SIGN

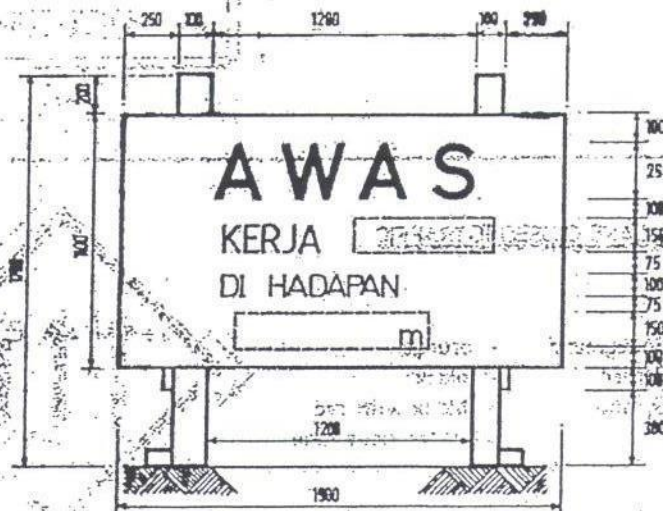
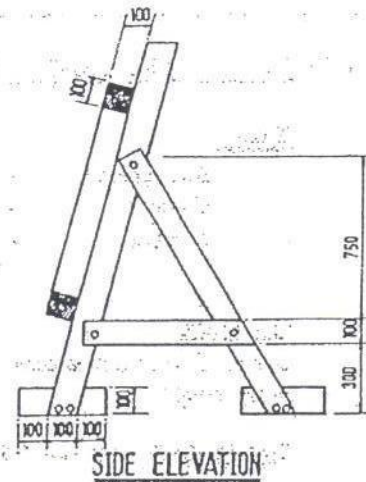
The sign should be placed in advance to warn the motorists of the construction areas.

COLOUR

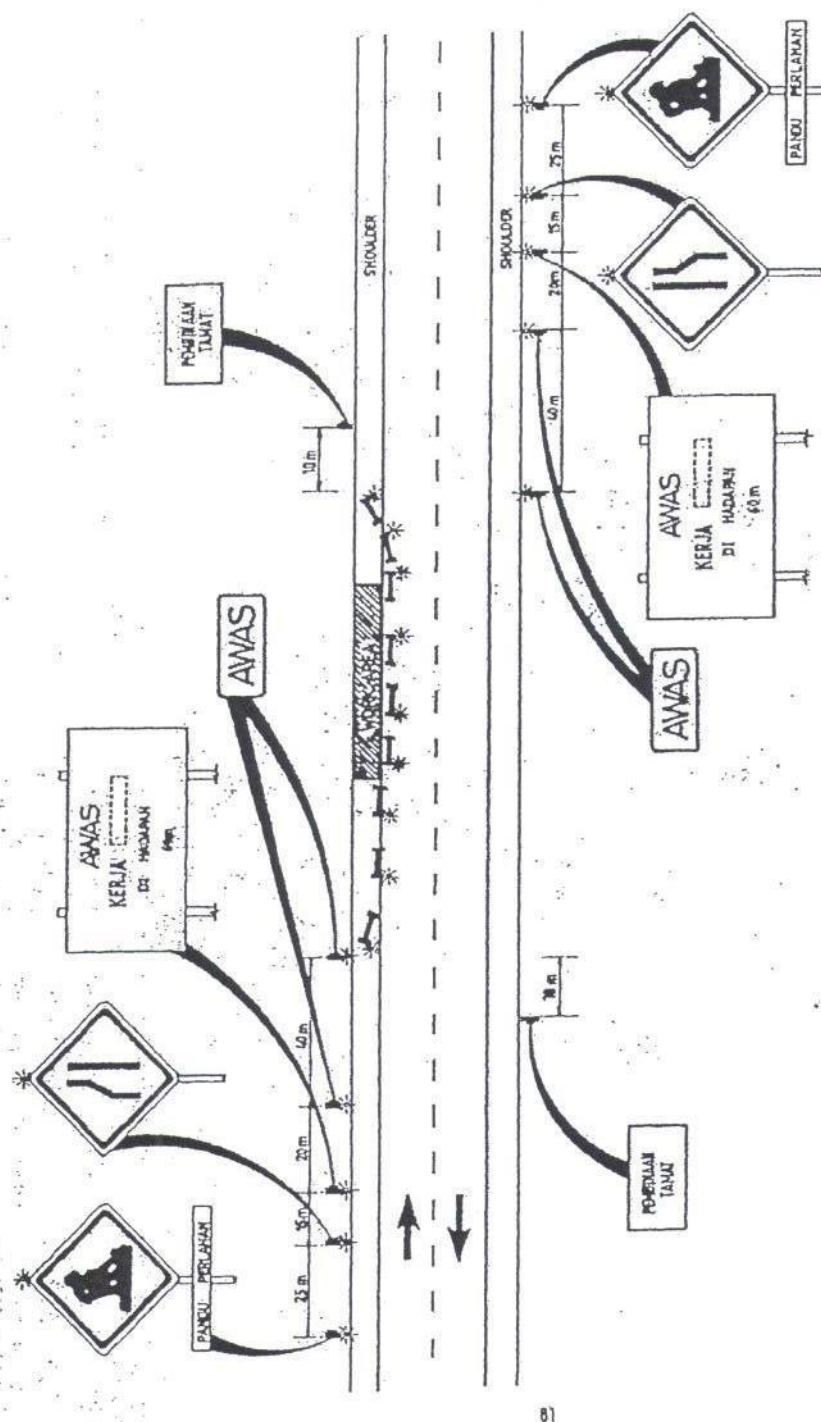
Reflective orange background and black lettering

DIMENSIONS

As Shown.



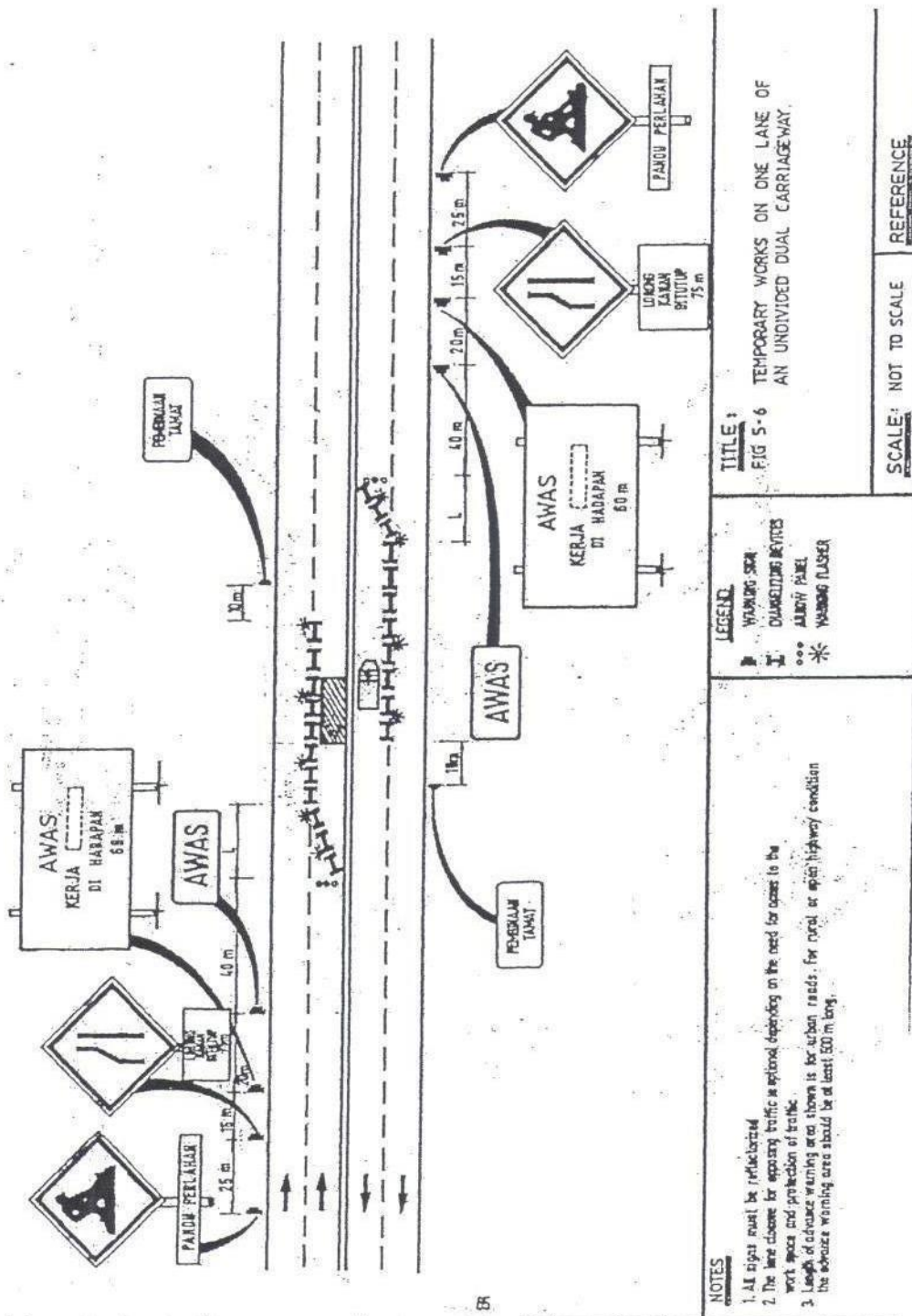
Put the name of service Department e.g
J.K.R, L.L.N, J.T; etc.



<u>NOTES:</u> 1. All signs must be reletterized.	<u>LEGEND</u> ▲ WELDING STOP □ COLLECTING DEVICES * WELDING FLOWS	<u>TITLE:</u> FIG. 5-2 SHOULDER ON ONE SIDE CLOSED	
		<u>SCALE:</u> NOT TO SCALE	<u>REFERENCE:</u>

FOR INTERNAL USE ONLY

ARAHAN TEKNIK (JALAN) 2C/85





MAJLIS PERBANDARAN KLANG

CATATAN

KAWASAN TURAPAN

TAJUK PROJEK :
KERJA-KERJA MENURAP SEMULA JALAN DI
DALAM KAWASAN PASAR BESAR MERU, OFF
JALAN MERU, KLANG UTARA SERTA KERJA-
KERJA BERKAITAN DENGANNYA.

TAJUK LUKISAN :

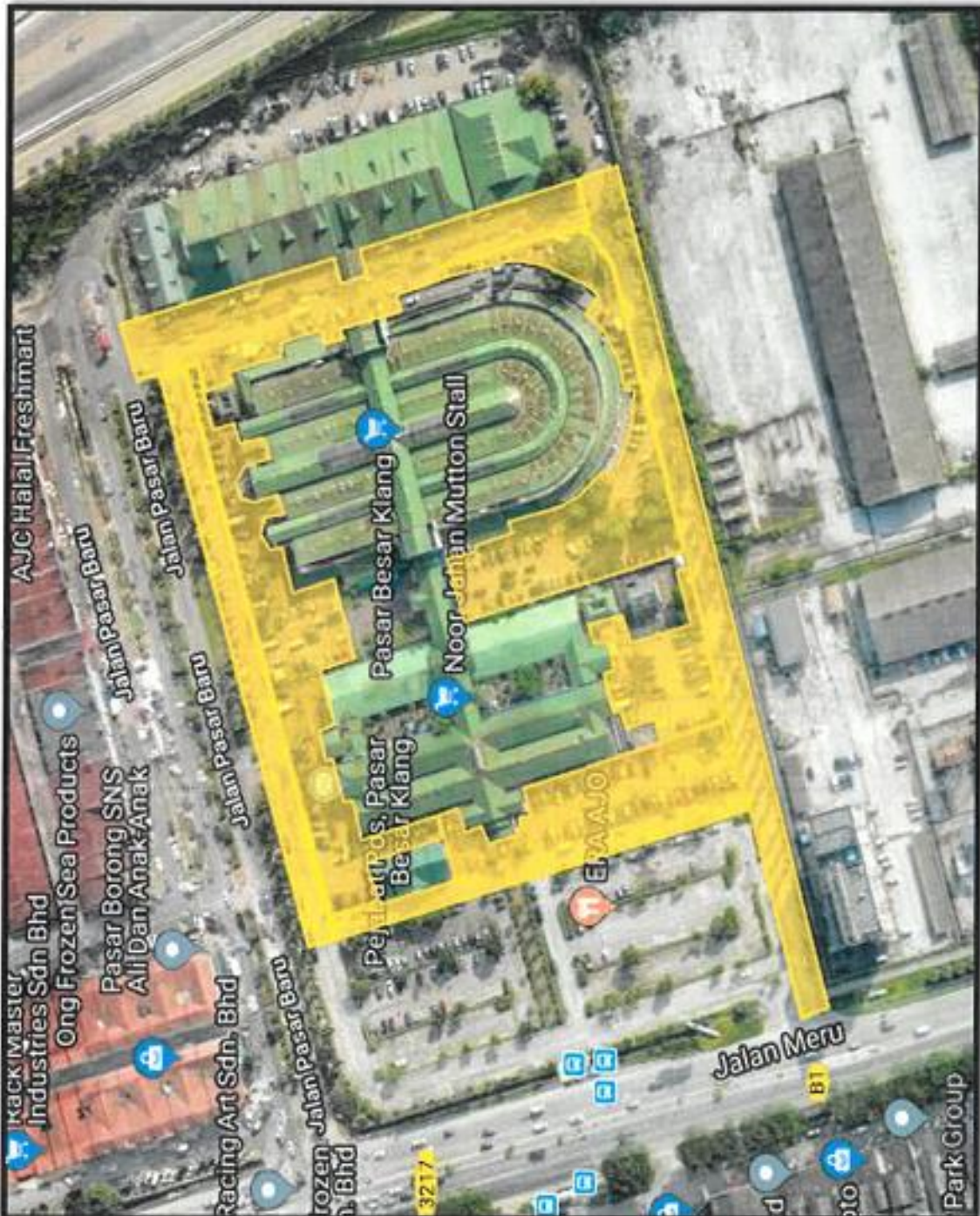
PELAN TAPAK

DILUKIS OLEH	PJA IDURA
DISEMAK OLEH	PPJ IR AZMAN BIN WAHID
NO. PELAN	
NO. FAIL	MPK/JK/600-

PENGARAH KEJURUTERAAN

(Signature)

(EN ZAMRI B. OTHMAN)



LAMPIRAN