

MAJLIS BANDARAYA PETALING JAYA
JALAN YONG SHOOK LIN
46675 PETALING JAYA

Tel : 03-79563544

PEMBERITAHUAN SEBUT HARGA

NO. SEBUT HARGA : MBPJ/SH/K/134/2026 (R)

KERJA-KERJA MENILAI, MENYELENGGARA, MENEBAANG, MELUPUSKAN POKOK-
POKOK BERISIKO DAN KERJA-KERJA BERKAITAN DI JALAN TEMPLER, JALAN
SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN,
JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK
TETUAN MAJLIS BANDARAYA PETALING JAYA (TAWARAN SEMULA)

Tawaran adalah dipelawa kepada kontraktor-kontraktor yang berdaftar :-

- i. LEMBAGA PEMBANGUNAN INDUSTRI PEMBINAAN MALAYSIA (LPIPM / CIDB)
 - a. PERAKUAN PENDAFTARAN KONTRAKTOR (PPK) DAN BERALAMAT DI NEGERI SELANGOR
 - b. SIJIL PEROLEHAN KERJA KERAJAAN (SPKK)
- ii. BERDAFTAR DENGAN UNIT PERANCANG EKONOMI NEGERI SELANGOR (UPEN)

KELAS : G2
KATEGORI : CE
PENGKHUSUSAN : CE14, CE21
HARGA DOKUMEN : RM100.00
TARIKH TAKLIMAT/
JUAL : 28 SEPTEMBER 2026 (ISNIN)
(JAM 09.00 – 10.00 PAGI)
TARIKH TUTUP TAWARAN : 05 OKTOBER 2026 (ISNIN)

Naskah meja tawaran boleh disemak di Bahagian Perolehan, Jabatan Khidmat Pengurusan, Majlis Bandaraya Petaling Jaya, Tingkat 3, Menara MBPJ pada waktu pejabat dan boleh dimuat turun melalui laman sesawang <https://tender.selangor.my>. Pihak kontraktor dikehendaki mendaftar secara atas talian di Unit Perancang Ekonomi Negeri (UPEN) untuk melancarkan proses pembelian dokumen. Bayaran dokumen sebut harga tidak akan dikembalikan. Dokumen yang dibeli hendaklah di bukukan/di dokumentasikan. Pihak kontraktor juga diminta sentiasa mengemaskini maklumat syarikat (no. telefon/email) di dalam laman web <https://tender.selangor.my>.

Dokumen Sebut Harga hendaklah dilakri dan dimasukkan ke dalam peti tender / sebut harga yang disediakan di Bahagian Perolehan, Jabatan Khidmat Pengurusan, Majlis Bandaraya Petaling Jaya, Tingkat 3, Menara MBPJ pada tarikh tutup yang telah ditetapkan dan tidak lewat daripada Jam 12.00 tengahari. Majlis Bandaraya ini tidak terikat bagi menerima tawaran sebut harga yang paling rendah atau sebarang tawaran.

Semakan Sijil / Kehadiran Taklimat akan dibuat di BILIK MESYUARAT, JABATAN KEJURUTERAAN, TINGKAT 13, MENARA MBPJ, PADA JAM 09.00 PAGI – 10.00 PAGI SAHAJA. (Sebarang kelewatan kehadiran tidak akan dipertimbangkan. Hanya penama di Sijil Akuan Pendaftaran CIDB sahaja yang boleh menghadiri taklimat.

(Sr. HAJAN SALIZA BINTI MOHD MASRI) CQS, P.P.T
Ketua Penolong Pengarah (Perolehan)
Bahagian Perolehan
b.p Datuk Bandar Petaling Jaya

Tarikh : 21 September 2026
Fail No : Jabatan Landskap

DOKUMEN TELAH
DISEMAK SEMPURNA
Tarikh : 18/9/2026

**MAJLIS BANDARAYA PETALING JAYA
JALAN YONG SHOOK LIN
46675 PETALING JAYA**

**DOKUMEN
SEBUTHARGA**

**KERJA-KERJA MENILAI, MENYELENGGARA,
MENEBAH, MELUPUSKAN POKOK-POKOK
BERISIKO DAN KERJA-KERJA BERKAITAN DI JALAN
TEMPLER, JALAN SELANGOR, JALAN TANDANG,
JALAN TENGAH MENARA MBPJ, JALAN SULTAN,
JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN
KAWASAN SEKITAR UNTUK TETUAN MAJLIS
BANDARAYA PETALING JAYA. (TAWARAN SEMULA)**

**PENGARAH,
JABATAN LANDSKAP
MAJLIS BANDARAYA PETALING JAYA,
NO 3, JALAN PERBANDARAN (LDP),
SS7, KELANA JAYA,
47301 PETALING JAYA
SELANGOR DARUL EHSAN**

PERINGATAN PENTING - PERKARA BARU DALAM URUSAN PEROLEHAN

1. PEMBIDA WAJIB MENGEMUKAKAN SIJIL PEMATUHAN CUKAI (TAX COMPLIANCE CERTIFICATE - TCC) SEMASA MENGEMUKAKAN TAWARAN (STATUS 'PATUH' DAN MASIH DALAM TEMPOH SAH LAKU)

***Sila kepilkan sijil selepas muka surat pemberitahuan tender / sebut harga.**

2. PEMBIDA ADALAH DIWAJIBKAN MENGISI MAKLUMAT BARU BERKAITAN PK 1.6 – INTEGRITI DALAM PEROLEHAN KERAJAAN SEMASA MENGEMUKAKAN TAWARAN.

i) BORANG PEMBERITAHUAN PEMUNYA BENEFISIAL (*BENEFICIAL OWNERS – BO*) - LAMPIRAN 12

ii) SURAT AKUAN SYARIKAT DALAM MENANGANI JENAYAH PEMERDAGANGAN ORANG DAN BURUH PAKSA (*SA*) – LAMPIRAN 13

CONTOH SENARAI SEMAKAN (BEKALAN/PERKHIDMATAN/KERJA)

Sila tandakan ☐ / ☐ Bagi Dokumen-dokumen Yang Disertakan.

Bil.	Perkara/Dokumen	Untuk Di tanda Oleh Syarikat	Untuk Di tanda Oleh Jawatankuasa Pembuka Sebut Harga
1.	Salinan Sijil Akuan Pendaftaran Dari Kementerian Kewangan (Bekalan/Perkhidmatan)	☐	☐
2.	Salinan Sijil Akuan Bumiputera Dari Kementerian Kewangan (Bekalan/Perkhidmatan)	☐	☐
3.	Salinan Sijil Akuan Pembuat Dari Kementerian Kewangan (Bekalan/Perkhidmatan)	☐	☐
4.	Salinan Sijil Pendaftaran Dari Pusat Khidmat Kontraktor (Kerja)	☐	☐
5.	Salinan Sijil Taraf Bumiputera Dari Pusat Khidmat Kontraktor (Kerja)	☐	☐
6.	Salinan Sijil Pendaftaran Dari CIDB	☐	☐
7.	Borang Sebut Harga Telah Diisi Dengan Lengkap (termasuk nilai tawaran dan tempoh siap) dan Ditandatangani	☐	☐
8.	Borang Maklumat Penyebut Harga	☐	☐
9.	Pematuhan Kepada Spesifikasi	☐	☐
10.	Borang Penyerahan Contoh Dan Katalog (jika berkaitan)	☐	☐
11.	Cadangan Penyelenggaraan/Penyenggaraan (jika perlu)	☐	☐
12.	Senarai Kakitangan Teknikal (jika berkaitan)	☐	☐
13.	Salinan Penyata Bulanan Akaun Bank bagi Tiga (3) Bulan Terakhir	☐	☐

Pekeliling Perbendaharaan Malaysia

PK2.9 Lampiran 8

Bil.	Perkara/Dokumen	Untuk Di tanda Oleh Syarikat	Untuk Di tanda Oleh Jawatankuasa Pembuka Sebut Harga
14.	Lain-lain Sekiranya Ada	☐	☐

PENGESAHAN OLEH SYARIKAT Dengan ini saya mengesahkan bahawa saya telah membaca dan memahami semua syarat-syarat dan terma yang dinyatakan di dalam dokumen sebut harga. Semua maklumat yang dikemukakan adalah benar. Tandatangan: Nama: Jawatan: Tarikh:	UNTUK KEGUNAAN JABATAN Jawatankuasa Pembuka Sebut Harga mengesahkan penerimaan dokumen bertanda kecuali bagi perkara bil.(jika ada). Tandatangan: Nama: Jawatan: Tarikh: Tandatangan: Nama: Jawatan: Tarikh:
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Kepada:
Petender yang hendak memasuki tawaran.

Dokumen Meja Terkawal

Dokumen **WAJIB TEKNIKAL** yang perlu dikemukakan semasa mengemukakan tawaran.

- 1) Petender **WAJIB** mengemukakan dokumen berikut sebagai bukti keupayaan peralatan/kenderaan bagi melaksanakan kerja:-
 - i) **1 unit Lori (minima 3 tan)**
 - a) Kemukakan Salinan geran hak milik kenderaan.
 - b) Jika kenderaan disewa atau dipajak, sila kemukakan:-
 - Salinan geran.
 - Salinan **perjanjian sewaan**.
 - ii) **1 unit 'hydraulic platform skylift'**
 - a) Kemukakan Salinan geran hak milik kenderaan.
 - b) Jika kenderaan disewa atau dipajak, sila kemukakan:-
 - Salinan geran.
 - Salinan **perjanjian sewaan**.
- 2) Petender **WAJIB** mengemukakan kaedah pelaksanaan (**method statement**) di dalam format laporan berkaitan pemangkasan pokok teduhan melalui kaedah memanjat pokok (**manual**) dan menggunakan "skylift".
- 3) Petender **WAJIB** Mempunyai Aboris bertauliah (CA) berpengalaman bagi melaksanakan kerja:-
 - i) Minimum 8 tahun kerja-kerja berkaitan.
 - ii) Salinan Sijil Certified Arborist (CA).
 - iii) Laporan bergambar pengalaman kerja terdahulu
- 4) Petender **WAJIB** mengisi dengan lengkap Surat Akuan Arborist Bertauliah di **Dokumen I (LAMPIRAN I9)**
- 5) Petender **WAJIB** mengemukakan maklumat lengkap peralatan dalam format laporan bergambar bagi setiap komponen berikut:-
 - i) **Peralatan Perlindungan diri & peralatan memanjat pokok**
 - a) Climbing helmet (jenis hard shell) lengkap dengan earmuff dan visor
 - b) Tree climbing harness
 - c) Positioning lanyard
 - d) Foot ascender
 - e) Self-assisted knee ascender
 - f) Ascending & descending device (untuk pergerakan di atas pokok)
 - ii) **Tali dan sistem sokongan**
 - a) Arbo rope (saiz 11-12mm)
 - b) Basal anchor
 - c) Cambium saver
 - d) Ringing rope (saiz 12-14 mm)
 - e) Ringging & hauling device
 - iii) **Peralatan bantuan operasi**
 - a) Throwline
 - b) Throwbag
 - c) Cube
 - d) Big shot
 - iv) **Aksesori Tambahan**
 - a) Extra slings
 - b) Extra carabinera (jenis triple action)
 - c) Impact pulley
 - d) Fix pulley

Nota *

Petender adalah **DIGALAKKAN** untuk membuat lawatan tapak terlebih dahulu sebelum mengisi Senarai Kuantiti (BQ). Syarikat tidak berhak untuk mempertikai anggaran inventori yang disediakan oleh Majlis.

Dokumen **SOKONGAN** yang perlu dikemukakan semasa mengemukakan tawaran.

- Petender yang mengemukakan dokumen berikut adalah diberi **KEUTAMAAN**.

- 6) Petender yang telah mengikut Kursus Penyelenggaraan Landskap **ATAU** berkaitan yang dikeluarkan oleh mana-mana PBT **ATAU** Agensi Kerajaan dan Swasta adalah diberikan **KEUTAMAAN**. (Sila lampirkan salinan Sijil di dalam profail).
- 7) Petender yang beroperasi dan berdaftar di alamat premis bangunan adalah diberikan **KEUTAMAAN**. (Sila lampirkan Salinan Sijil SSM dan gambar premis/bangunan).
- 8) Petender yang menyediakan seorang penyelia yang berkeelayakan dalam bidang landskap **ATAU** berkaitan adalah diberikan **KEUTAMAAN**. (Sila lampirkan carta organisasi dan maklumat Sijil Kelayakan penyelia di dalam profail Syarikat).
- 9) Petender yang menyediakan 1 unit mesin 'shredder' adalah diberikan **KEUTAMAAN**.
 - a) Kemukakan Salinan geran hak milik kenderaan.
 - b) Jika kenderaan disewa atau dipajak, sila kemukakan:-
 - Salinan geran.
 - Salinan perjanjian sewaan.
- 10) Petender adalah diminta mengemukakan maklumat pengalaman syarikat bersama L.O / pesanan tempatan / salinan surat setuju terima.

Kegagalan petender mengemukakan dokumen **WAJIB** akan menyebabkan tawaran ditolak dan tidak akan dipertimbangkan.

Sila tandakan pada kotak yang disediakan

MAJLIS BANDARAYA PETALING JAYA

ISI KANDUNGAN

DOKUMEN	HURAIAN	MUKASURAT
DOKUMEN A	ARAHAN KEPADA PETENDER	AKP 1- AKP 37
DOKUMEN B	BORANG SEBUTHARGA	B1 – B12
DOKUMEN C	SURAT SETUJU TERIMA SEBUTHARGA	1 – 16
DOKUMEN D	SPESIFIKASI	D1 – D19
DOKUMEN E	BORANG JKR 203A (Rev.1/2010)	1 – 53
DOKUMEN F	SYARAT-SYARAT KKPAS KEPADA KONTRAKTOR	1 – 6
DOKUMEN G	PERJANJIAN PEMATUHAN OSHE TERHADAP KERJA-KERJA YANG DIJALANKAN	1 – 14
DOKUMEN H	SENARAI KADAR HARGA	H1 – H7
DOKUMEN I	PELAN LOKASI / LUKISAN / BORANG	I1 – I9
DOKUMEN J	SENARAI SEMAK MENGEMUKAKAN DOKUMEN SEBUTHARGA	J1 – J4

DOKUMEN A
ARAHAN PETENDER

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA
MAJLIS BANDARAYA PETALING JAYA

**ARAHAN KEPADA PEMBIDA
TENDER/SEBUT HARGA
(KERJA/BEKALAN/PERKHIDMATAN)**

A. TATACARA PELAWAAN

1.0 AM

- 1.1. Arahkan Kepada Pembida ini, hendaklah menjadi sebahagian daripada Kontrak.
- 1.2. Pembida hendaklah membaca **Syarat-Syarat Membuat Tender/Sebut Harga** sebagaimana lampiran kepada Borang Tender/Sebut Harga/Lampiran Q.

2.0 PENJUALAN DOKUMEN TENDER/SEBUT HARGA SECARA ATAS TALIAN

- 2.1 Pembida hendaklah mengambil perhatian bahawa Dokumen Tender/Sebut Harga untuk projek ini akan dijual secara salinan lembut (*softcopy*) di atas talian.
- 2.2 Pembelian perlu dibuat melalui laman sesawang <https://tender.selangor.my>. Dokumen tanpa pembelian dari laman sesawang ini akan ditolak dan tidak dinilai.

3.0 TEMPOH SAH LAKU TENDER/SEBUT HARGA

TENDER	SEBUT HARGA
120 HARI	90 HARI

- 3.1 Tender/Sebut Harga hendaklah terus sah selama tempoh yang dinyatakan di atas dari tarikh akhir penyerahan Tender/Sebut Harga dan pembida tidak dibenarkan sama sekali menarik diri dalam tempoh tersebut. Pembida adalah diingatkan bahawa deposit Tender/Sebut harga tidak diperlukan. Seandainya pembida menarik diri di dalam tempoh sah laku Tender/Sebut Harga atau sebarang tempoh yang dilanjutkan atau enggan menerima Tender/Sebut harga setelah ditawarkan kepadanya, tindakan disiplin akan diambil terhadapnya di dalam pendaftaran pembida sebagai kontraktor dengan pihak kerajaan:
 - (a) akan digantung selama dua (2) tahun bagi kesalahan pertama;
 - (b) akan digantung selama lima (5) tahun bagi kesalahan kedua dan;
 - (c) akan dibatalkan bagi kesalahan berikutnya.

4.0 DOKUMEN TENDER/SEBUT HARGA

- 4.1 Pembida adalah bertanggungjawab sepenuhnya bagi memastikan setiap Dokumen Tender/Sebut Harga yang dimuat turun adalah lengkap. Sekiranya terdapat apa-apa ketidaksempurnaan pada dokumen atau muka surat di dalam Dokumen Tender/Sebut Harga berkenaan berdasarkan semakan oleh pembida dengan Dokumen Meja Tender/Sebut Harga, adalah menjadi tanggungjawab

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA
pembida untuk merujuk kepada **Bahagian Perolehan, Jabatan Khidmat
Pengurusan, Majlis Bandaraya Petaling Jaya, Tingkat 3, Menara MBPJ,
Jalan Tengah, 46200 Petaling Jaya.**

- 4.2 Pembida adalah dikehendaki mengisi sepenuhnya perkara-perkara berikut yang menjadi sebahagian daripada Tender/Sebut Harga iaitu:
- 4.2.1 Borang Tender/Sebut Harga/Lampiran Q.
 - 4.2.2 Senarai Kuantiti dengan setiap item dihargakan dan jumlah amaunnya yang membentuk harga Tender/Sebut Harga dipindahkan ke Ringkasan Tender/Sebut Harga dan Borang Tender/Sebut Harga/Lampiran Q.
 - 4.2.3 Borang A (Maklumat Kewangan)
 - Sekiranya pembida membuat pindaan terhadap maklumat yang dinyatakan, pembida wajib 'initial' pada pindaan tersebut.
 - 4.2.4 Pembida adalah diwajibkan mengisi maklumat baru berkaitan **PK1.6 – Integriti Dalam Perolehan Kerajaan Semasa Mengemukakan Tawaran.**
 - i) Borang Pemberitahuan Pemunya Benefisial (*Beneficial Owners – Bo*) - Lampiran 12
 - ii) Surat Akuan Syarikat Dalam Menangani Jenayah Perdagangan Orang Dan Buruh Paksa (*Sa*) – Lampiran 13
 - 4.2.5 Surat Akuan Pembida
- 4.3 Kegagalan pihak pembida untuk menyerahkan sebarang dokumen seperti yang dinyatakan di atas boleh menyebabkan Tender/Sebut Harganya ditolak.
- 4.4 Dokumen yang dibeli hendaklah dibukukan / didokumentasikan. Sekiranya gagal, pembida boleh ditolak.
- 4.5 Sekiranya pembida mengemukakan dua tawaran harga, pihak Majlis berhak untuk menolak dan tidak menilai tawaran tersebut.

5.0 SENARAI KUANTITI/RINGKASAN HARGA/LAMPIRAN Q

- 5.1 Senarai Kuantiti/Ringkasan Harga/Lampiran Q hendaklah dihargakan dengan menggunakan **dakwat** yang kekal dan tidak luntur dan mudah dibaca dengan jelas. Jumlah amaun yang dihargakan di dalam Senarai Kuantiti/Ringkasan Harga/Lampiran Q hendaklah sama dengan amaun yang dinyatakan di dalam Borang Tender/Sebut Harga. Sekiranya maklumat ditaip dan dicetak, maklumat hendaklah jelas dan tiada sebarang kesilapan. Sekiranya terdapat kesilapan, pembida boleh ditolak dan tidak dinilai.
- 5.2 Sekiranya Pembida tidak menghargakan atau meletakkan tanda (-) pada mana-mana item di dalam Kerja Awalan/Senarai Kuantiti/Ringkasan Harga/Lampiran Q, nilai/kadar item tersebut adalah dianggap telah termasuk di dalam nilai/kadar bagi item-item lain di dalam dokumen tersebut.
- 5.3 Pembida yang berjaya hendaklah, dalam masa 14 hari apabila diminta oleh Pegawai Penguasa atau wakil Pegawai Penguasa bagi pihaknya mengemukakan

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA
pecahan terperinci unit harga untuk sebarang item, kumpulan item atau semua item yang terkandung di dalam Senarai Kuantiti/Ringkasan Harga/Lampiran Q. Pecahan harga tersebut hendaklah mengandungi harga untuk buruh, bahan loji, peralatan dan sebagainya.

- 5.4 Tiada sebarang perubahan, tambahan atau nota yang tidak dibenarkan, boleh dibuat kepada Dokumen Tender/Sebut harga ini yang mengubah teks yang tercetak.
- 5.5 Pembida adalah bertanggungjawab sepenuhnya dalam memastikan dokumen yang dimuat turun adalah keseluruhan dokumen yang akan menjadi sebahagian dari Dokumen Tender/Sebut harga.
- 5.6 Pihak Majlis tidak akan bertanggungjawab sekiranya pembida cuai dalam memastikan kesempurnaan dokumen yang perlu dimuat turun dan sebarang aduan berkaitan perkara ini tidak akan dilayan.

6.0 PERCANGGAHAN DOKUMEN TENDER/SEBUT HARGA

- 6.1 Sekiranya pembida mendapati ada percanggahan di antara Lukisan Tender/Sebut Harga, Senarai Kuantiti dan/atau Spesifikasi, pembida hendaklah dengan serta merta merujuk kepada **Bahagian Perolehan, Jabatan Khidmat Pengurusan, Majlis Bandaraya Petaling Jaya, Tingkat 3, Menara MBPJ, Jalan Tengah, 46200 Petaling Jaya.**
- 6.2 Penyelesaian atau arahan tersebut hanya sah jika dibuat dalam bentuk Addenda secara rasmi seperti yang dinyatakan di dalam para 7 di bawah.

7.0 ADDENDA

- 7.1 Sebelum tarikh akhir bagi penyerahan Dokumen Tender/Sebut Harga, **Bahagian Perolehan, Jabatan Khidmat Pengurusan, Majlis Bandaraya Petaling Jaya, Tingkat 3, Menara MBPJ, Jalan Tengah, 46200 Petaling Jaya** boleh mengeluarkan Addenda untuk menerangkan atau membetulkan sebahagian atau keseluruhan Dokumen Tender/Sebut Harga. Setiap Addenda yang dikeluarkan akan diedarkan kepada pembida dan menjadi sebahagian daripada Dokumen Tender/Sebut Harga.
- 7.2 Penerimaan setiap Addenda mestilah dimaklumkan melalui Borang Pengesahan Penerimaan Addenda yang disertakan bersama-sama Addenda. Pembida hendaklah mengembalikan Salinan Borang Pengesahan Penerimaan Addenda sebaik sahaja addenda diterima.
- 7.3 Addenda hendaklah dikemukakan bersama-sama Dokumen Tender/Sebut Harga. Kegagalan pembida berbuat demikian akan menyebabkan Dokumen Tender/Sebut Harga berkenaan **DITOLAK**.

8.0 DOKUMEN MEJA TENDER/SEBUT HARGA

- 8.1 Naskah lengkap Dokumen Meja Tender/Sebut Harga boleh dirujuk di:

Tempat : Bahagian Perolehan,
Jabatan Khidmat Pengurusan,
Majlis Bandaraya Petaling Jaya,
Tingkat 3, Menara MBPJ, Jalan Tengah,
46200 Petaling Jaya,
SELANGOR DARUL EHSAN

Masa : Isnin hingga Khamis : 8.00 Pagi – 1.00 Petang
: 2.00 Petang – 5.00 Petang
Jumaat : 8.00 Pagi – 12.15 Petang
: 2.45 Petang – 5.00 Petang

- 8.2 Dokumen Meja Tender/Sebut Harga juga akan dipamerkan secara salinan lembut (*softcopy*) di atas talian iaitu melalui laman sesawang <https://tender.selangor.my>
- 8.3 Sekiranya berlaku percanggahan di antara salinan lembut (*softcopy*) yang dimuat turun dengan Dokumen Meja Tender/Sebut Harga yang disediakan dan dipamerkan secara salinan keras (*hardcopy*) di Bahagian Perolehan, Jabatan Khidmat Pengurusan, Majlis Bandaraya Petaling Jaya, Tingkat 3, Menara MBPJ, Jalan Tengah, 46200 Petaling Jaya, maklumat yang terkandung di dalam salinan keras (*hardcopy*) akan digunapakai dan addendum akan diedarkan kepada pembida.
- 8.4 Majlis tidak akan bertanggungjawab sekiranya pembida cuai dalam memastikan kesempurnaan dokumen yang perlu dimuat turun dan sebarang aduan berkaitan perkara ini tidak akan dilayan.

9.0 LAWATAN TAPAK

- 9.1 Lawatan tapak adalah sebagaimana yang dinyatakan di dalam iklan Tender/Sebut Harga.
- 9.2 Jika dinyatakan lawatan tapak adalah **wajib**, pembida adalah diwajibkan untuk menghadiri lawatan tapak tersebut pada masa dan tempat yang telah ditetapkan. Kegagalan pembida untuk menghadiri lawatan tapak akan menyebabkan pembida gagal memasuki tawaran.
- 9.3 Hanya penama dalam Perakuan Pendaftaran Kontraktor (PPK), Sijil Perolehan Kerja Kerajaan (SPKK), Kementerian Kewangan Malaysia (MOF), Pusat Pendaftaran Kontraktor-Kontraktor Kerja, Bekalan Dan Perkhidmatan Negeri Sabah (PUKONSA) atau Unit Pendaftaran Kontraktor Dan Juru Perunding Sarawak (UPKJ) yang dibenarkan untuk menyertai lawatan tapak.

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

- 9.4 Sebarang tuntutan akibat kesilapan dalam menentukan kaedah pembinaan atau menghargakan Tender/Sebut Harga disebabkan kekurangan pengetahuan mengenai keadaan tapak bina tidak akan dilayan.
- 9.5 Pembida hendaklah melawat tapak, memeriksa spesifikasi dan pelan- pelan dengan teliti sebelum mengemukakan harga tawaran. Sekiranya timbul sebarang keraguan atau kekeliruan, pembida adalah dinasihatkan supaya berhubung terus dengan Majlis Bandaraya Petaling Jaya.
- 9.6 Pembida adalah dinasihatkan supaya melawat tapak projek sebelum mengemukakan Tender/Sebut Harganya bagi mengetahui lebih lanjut mengenai keadaan tapak bina yang akan dihadapi. Sebarang tuntutan lebihan akibat kekurangan pengetahuan mengenai keadaan tapak bina tidak akan dilayan.

10.0 PENYERAHAN TENDER/SEBUT HARGA

- 10.1 Dokumen Tender/Sebut Harga hendaklah dilengkapkan dan dimasukkan di dalam sampul serta dilakrikan tanpa meletakkan tanda pengenalan pembida pada bahagian luar sampul surat tersebut. Sampul surat yang berlakri tersebut hendaklah dicatatkan dengan nama projek dan dihantar sendiri dengan tangan atau melalui perkhidmatan kurier kepada peti Tender/Sebut Harga di **Bahagian Perolehan, Jabatan Khidmat Pengurusan, Majlis Bandaraya Petaling Jaya, Tingkat 3, Menara MBPJ, Jalan Tengah, 46200 Petaling Jaya.**
- 10.2 Pembida adalah **diwajibkan** memuat turun, mengisi, melengkap, mencetak dan **Mengembalikan Secara Salinan Keras (*Hardcopy*)** Dokumen Tender/Sebut Harga.
- 10.3 Dokumen Tender/Sebut Harga hendaklah dicap dengan cap rasmi syarikat dan ditandatangani oleh Penama Sijil Perolehan Kerja Kerajaan (SPKK Responsible Person – Penama SPKK)/Kementerian Kewangan Malaysia (MOF) yang diberi kuasa untuk menandatangani kontrak bagi pihak pembida.
- 10.4 Pembida diminta untuk mengemukakan resit pembayaran dan diserahkan bersama Dokumen Tender/Sebut Harga sebelum atau pada tarikh tutup Tender/Sebut Harga yang telah ditetapkan.

11.0 PENGEMUKAAN DOKUMEN TENDER/SEBUT HARGA SECARA SERAHAN TANGAN.

- 11.1 Dokumen Tender/Sebut Harga perlu dijilid dalam bentuk salinan keras (*hardcopy*) sebelum dikemukakan secara serahan tangan di tempat yang telah ditetapkan sebelum atau pada tarikh tutup Tender/Sebut Harga **selewat-lewatnya pada jam 12.00 tengahari.**
- 11.2 Pembida tidak dibenarkan untuk meminda mana-mana kandungan Dokumen Tender/Sebut Harga yang dikemukakan. Mana-mana pembida yang didapati meminda kandungan Dokumen Tender/Sebut Harga boleh menyebabkan dokumennya akan ditolak.

- 11.3 Pembida yang mengemukakan Dokumen Tender/Sebut Harga secara serahan tangan perlu mematuhi Prosedur Operasi Piawai (Standard Operating Procedure – SOP) Perintah Kawalan Pergerakan (PKP) pada sepanjang masa.

12.0 HARGA INDIKATIF JABATAN (HIJ)

- 12.1 Harga Indikatif Jabatan (HIJ) bagi Tender/Sebut Harga ini adalah seperti yang dinyatakan di dalam Senarai Kuantiti/Ringkasan Harga/Lampiran Q.
- 12.2 Harga Indikatif Jabatan ini merupakan suatu anggaran sahaja dan amaun tersebut tidak mengikat Majlis atau mana-mana pihak lain juga bagi maksud mengelakkan kekeliruan yang mungkin berbangkit.
- 12.3 Pihak Majlis tidak menjamin bahawa syarikat akan dipilih atau boleh menyiapkan kerja dengan bersandarkan Harga Indikatif Jabatan.

13.0 INTERPRETASI SECARA LISAN

- 13.1 Interpretasi secara lisan kepada mana-mana bahagian Dokumen Tender/Sebut Harga atas permintaan dan/atau diterima Pembida hendaklah tidak diambil kira sebagai membetulkan sebarang peruntukan dan syarat-syarat yang terkandung di dalam Dokumen Tender/Sebut Harga. Sebarang pemberitahuan atau pembetulan kepada mana-mana bahagian di dalam Dokumen Tender/Sebut Harga akan dibuat secara bertulis oleh **Bahagian Perolehan, Jabatan Khidmat Pengurusan, Majlis Bandaraya Petaling Jaya, Tingkat 3, Menara MBPJ, Jalan Tengah, 46200 Petaling Jaya** di dalam bentuk Addenda seperti yang dinyatakan di dalam para 6 dan 7.

14.0 NOTIS KEPADA PEMBIDA

- 14.1 Setiap notis yang hendak diberi kepada pembida akan dihantar ke alamat yang dinyatakan dalam Perakuan Pendaftaran Kontraktor (PPK)/Kementerian Kewangan Malaysia (MOF)/Unit Perancang Ekonomi Negeri (UPEN) sama ada melalui pos atau pos berdaftar atau pos laju atau serahan tangan atau e-mel. Kaedah pemberitahuan ini hendaklah disifatkan sebagai penyampaian notis yang sempurna.

15.0 BANTAHAN OLEH PEMBIDA

- 15.1 Bantahan rasmi secara bertulis yang disertai dengan butir-butir lengkap berkaitan dengan Dokumen Tender/Sebut Harga, Spesifikasi, Lukisan dan/atau Senarai Kuantiti yang menjurus kepada sesuatu jenama (jenis) tertentu boleh dibuat oleh pembida dalam tempoh empat belas (14) hari dari tarikh dokumen Tender/Sebut Harga dijual. Bantahan yang diterima selepas tempoh tersebut tidak akan dipertimbangkan. Bantahan hendaklah dialamatkan kepada **Bahagian Perolehan, Jabatan Khidmat Pengurusan, Majlis Bandaraya Petaling Jaya, Tingkat 3, Menara MBPJ, Jalan Tengah, 46200 Petaling Jaya**.

16.0 PERUBAHAN DAN PELANJUTAN TEMPOH KONTRAK

- 16.1 Pelawaan Tender/Sebut Harga ini boleh dipertimbangkan perubahan dan pelanjutan tempoh kontrak tidak melebihi 50% daripada nilai kontrak asal dan/atau maksimum dua (2) tahun tertakluk kepada peraturan semasa yang berkuat kuasa.

17.0 PEMERIKSAAN

- 17.1 Majlis berhak melantik seorang pegawai untuk memeriksa dan menguji semua barang bekalan yang dibekalkan pada bila-bila masa. Majlis adalah bertanggungjawab memastikan bekalan yang diterima adalah sama/lebih baik seperti spesifikasi pada kontrak/pesanan. Jika terdapat kerosakan/kekurangan, Pembida hendaklah menggantikan jumlah yang rosak/kurang itu dalam tempoh yang ditetapkan dalam kontrak yang dimeterai tanpa sebarang tambahan kos.
- 17.2 Pembida hendaklah memberi kemudahan pemeriksaan atau pengujian apabila dikehendaki oleh Majlis. Semua perbelanjaan untuk memeriksa dan menguji ini hendaklah ditanggung oleh pembida.

18.0 PERBELANJAAN PENYEDIAAN CADANGAN TAWARAN

- 18.1 Semua perbelanjaan bagi penyediaan cadangan tawaran ini hendaklah ditanggung oleh pembida sendiri.

19.0 PINDAAN

- 19.1 Majlis berhak meminda atau membatalkan mana-mana dokumen yang membentuk sebahagian daripada pelawaan Tender/Sebut Harga ini, pada bila-bila masa tanpa memberi notis terlebih dahulu. Sekiranya pelawaan Tender/Sebut Harga ini dikeluarkan semula, maka semua Pembida akan dimaklumkan sewajarnya.

20.0 PEMBATALAN PELAWAAN

- 20.1 Majlis berhak untuk membatalkan mana-mana pelawaan yang telah diiklankan pada bila-bila masa. Sebarang kos yang terpaksa ditanggung oleh pembida kerana pembatalan ini adalah menjadi tanggungjawab pembida.

21.0 KOS TENDER/SEBUT HARGA

- 21.1 Majlis tidak akan dipertanggungjawabkan untuk atau membayar apa-apa kos atau perbelanjaan atau kerugian yang dialami oleh pembida di dalam penyediaan atau penghantaran Tender/Sebut Harga beliau.

22.0 PERINGATAN MENGENAI KESALAHAN RASUAH

- 22.1 Semua pembida adalah diingatkan supaya tidak terlibat dalam aktiviti jenayah rasuah berkaitan dengan perolehan ini. Sehubungan dengan itu, para pembida diberi peringatan seperti berikut :

- 22.1.1 Sebarang perbuatan atau percubaan rasuah untuk menawar atau

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

memberi, meminta atau menerima apa-apa suapan secara rasuah kepada dan daripada mana-mana orang berkaitan perolehan ini merupakan suatu kesalahan jenayah di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 (Akta 694).

- 22.1.2 Sekiranya mana-mana pihak ada menawarkan atau memberi apa-apa suapan kepada mana-mana anggota pentadbiran awam, maka pihak yang ditawarkan atau diberi suapan dikehendaki membuat aduan dengan segera ke pejabat Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran. Kegagalan berbuat demikian adalah merupakan suatu kesalahan di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 (Akta 694).
- 22.1.3 Tanpa prejudis kepada tindakan-tindakan lain, tindakan tatatertib terhadap anggota perkhidmatan awam dan menyenaraihitamkan kontraktor atau pembekal boleh diambil sekiranya pihak-pihak terlibat dengan kesalahan rasuah di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 (Akta 694).
- 22.1.4 Mana-mana kontraktor atau pembekal yang membuat tuntutan bayaran berkaitan perolehan ini walaupun tiada kerja dibuat atau tiada barangan dibekal mengikut spesifikasi yang ditetapkan atau tiada perkhidmatan diberi dan mana-mana anggota perkhidmatan awam yang mengesahkan tuntutan berkenaan adalah melakukan kesalahan di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 (Akta 694).

23.0 IKLAN

- 23.1 Pembida tidak dibenarkan menyiarkan sebarang maklumat mengenai Tender/Sebut Harga di dalam sebarang akhbar, majalah atau alat pengiklanan yang terkini melainkan jika pengiklanan itu telahpun dihantar kepada dan diluluskan oleh Majlis terlebih dahulu.

24.0 PENERIMAAN ATAU PENOLAKAN TENDER/SEBUT HARGA

- 24.1 Majlis berhak untuk menolak mana-mana atau keseluruhan Tender/Sebut Harga. Mana-mana Tender/Sebut Harga yang tidak lengkap, tidak jelas atau tidak mematuhi arahan, tidak akan dipertimbangkan.
- 24.2 Pihak Majlis adalah tidak terikat untuk menyetujui terima Tender/Sebut Harga terendah atau sebarang Tender/Sebut Harga, dan juga tidak perlu memberikan sebarang alasan terhadap mana-mana Tender/Sebut Harga yang ditolak.

25.0 TARIKH MEMULAKAN KERJA

25.1 Pembida hendaklah mengambil perhatian bahawa kerja-kerja hendaklah dimulakan dalam tempoh dua (2) minggu dari tarikh milik tapak yang ditetapkan dalam Surat Setujuterima Tender/Sebut Harga. Maksud memulakan kerja ialah memulakan kerja-kerja awalan tapak seperti membekal peralatan dan bahan-bahan binaan, meratakan tanah, membina pejabat tapak serta mendapat kemudahan asas seperti bekalan elektrik dan air dan kerja-kerja awalan lain yang dijelaskan dalam Dokumen Tender/Sebut Harga. Sekiranya pembida gagal berbuat demikian, kontrak akan ditamatkan sejajar dengan Fasal 51.1(a)(i) Syarat-syarat Kontrak.

26.0 BON PELAKSANAAN

26.1 Bon Pelaksanaan adalah suatu akujanji tidak bersyarat oleh sesuatu institusi kewangan yang diluluskan oleh Kerajaan untuk membayar kepada Kerajaan suatu amaun tertentu atas tuntutan Kerajaan sekiranya syarikat tidak atau gagal mematuhi dan melaksanakan obligasinya di bawah kontrak.

26.2 Pembida yang berjaya hendaklah mengemukakan Bon Pelaksanaan sebanyak lima peratus (5%) daripada Jumlah Harga Kontrak sebelum memulakan kerja. Pembida dikehendaki menggunakan format Bon Pelaksanaan seperti yang dilampirkan tanpa sebarang pindaan.

26.3 Sekiranya kaedah Wang Jaminan Pelaksanaan dipilih/dikenakan, potongan sebanyak sepuluh peratus (10%) daripada bayaran kemajuan pertama dan seterusnya akan dikenakan sehingga ia mencapai jumlah lima peratus (5%) daripada Jumlah Harga Kontrak.

26.4 Pembida yang berjaya hendaklah memastikan Bon Pelaksanaan sentiasa sah dan berkuatkuasa dalam tempoh yang ditetapkan. Tempoh sah laku Bon Pelaksanaan adalah berdasarkan nilai projek seperti berikut:

Nilai Projek	Tempoh Sah Laku Bon Pelaksanaan
Kos Projek sehingga RM10 Juta	- Dari tarikh kuat kuasa kontrak sehingga 12 bulan selepas tamat Tempoh Tanggungan Kecacatan (DLP) - Format Majlis

26.5 Pembida diingatkan untuk mengambil kira tempoh sah laku Bon Pelaksanaan mengikut nilai projek semasa menghargakan Tender/Sebut harga. Sebarang rayuan akibat kegagalan kontraktor untuk mengambil kira tempoh sah laku Bon Pelaksanaan semasa menghargakan Tender/Sebut Harga tidak akan dilayan.

27.0 SIJIL SCORE LEMBAGA PEMBANGUNAN INDUSTRI PEMBINAAN MALAYSIA (LPIPM)

27.1 Pembida dikehendaki mengemukakan Salinan Sijil SCORE dari LPIPM yang masih sah pada tarikh tutup Tender/Sebut Harga (tidak lebih satu (1) tahun dari tarikh sijil dikeluarkan) dengan minimum dua (2) bintang terutama kepada pembida yang menawarkan harga Tender/Sebut Harga di bawah paras Harga *Cut-Off*.

28.0 MEMATUHI AKTA LEMBAGA PEMBANGUNAN INDUSTRI PEMBINAAN MALAYSIA (LPIPM) 1994 (Akta 520)

28.1 Pembida yang berjaya bagi semua Tender/Sebut Harga yang bernilai melebihi RM 500,000.00 akan dikenakan levi sebanyak perpuluhan satu dua lima peratus (0.125%) daripada nilai harga kontrak seperti yang ditetapkan di bawah seksyen 34(2) Akta Lembaga Pembangunan Industri Pembinaan Malaysia (LPIPM) 1994 (Akta 520). Sehubungan dengan itu, adalah menjadi tanggungjawab pembida yang berjaya untuk membuat bayaran levi kepada pihak LPIPM.

29.0 PEMATUHAN AKTA 342 DAN NORMA BAHARU DALAM SEKTOR PEMBINAAN DAN DALAM MENANGANI EPIDEMIK DAN PANDEMIK COVID 19

29.1 Pembida yang berjaya dikehendaki mematuhi Akta Pencegahan dan Pengawalan Penyakit Berjangkit 1988 (Akta 342) dan semua Garis Panduan dan Prosedur Operasi Piawai yang berkaitan dalam menangani Epidemik dan Pandemik seperti wabak Covid 19 yang dikeluarkan oleh Kementerian Kesihatan Malaysia, CIDB dan MBPJ.

29.2 Pembida dikehendaki mengambilkira dalam harga Tender/Sebut Harga untuk pematuhan perkara 28.1.

29.3 Kegagalan mematuhi Akta, Garis Panduan dan Prosedur Operasi Piawai yang telah ditetapkan menyebabkan tindakan boleh diambil oleh agensi-agensi yang berkenaan dan sebarang tuntutan akibat tindakan ini tidak akan dipertimbangkan.

30.0 PELARASAN HARGA DAN KADAR HARGA

30.1 Ringkasan Tender/Sebut Harga dan/atau Jadual Kadar Harga akan diteliti dan diselaraskan oleh Majlis untuk memastikan kemunasabahannya, sebelum Tender/Sebut Harga disetujuterima sebagaimana yang diperuntukkan di bawah Fasal 26 Syarat-syarat Kontrak JKR 203A. Harga dan kadar harga yang diselaraskan hendaklah tidak mengubah jumlah keseluruhan harga di Borang Tender/Sebut Harga.

31.0 KEPUTUSAN TENDER/SEBUT HARGA ADALAH MUKTAMAD

31.1 Majlis tidak terikat untuk menerima mana-mana tawaran dari pembida - pembida. Keputusan mengenai Tender/Sebut Harga yang dikeluarkan adalah muktamad. Sebarang surat menyurat mengenai keputusan Tender/Sebut Harga tidak akan dilayan.

32.0 PENGEMUKAAN SIJIL PEMATUHAN CUKAI (TAX COMPLIANCE CERTIFICATE – TCC)

- 32.1 **Sijil Pematuhan Cukai (*Tax Compliance Certificate* – TCC)** adalah merupakan sijil akuan status pematuhan pembayar cukai yang dikeluarkan oleh Lembaga Hasil Dalam Negeri Malaysia (LHDN) sebagai dokumen prasyarat bagi tujuan perolehan Kerajaan.
- 32.2 Pembida **WAJIB** mengemukakan TCC bersama-sama Dokumen Tender/Sebut Harga semasa mengemukakan tawaran sepertimana kaedah penyerahan tawaran Tender/Sebut Harga yang ditetapkan.
- 32.3 TCC adalah **DOKUMEN WAJIB** kelayakan asas Tender/Sebut Harga. Pembida yang tidak mengemukakan TCC atau mengemukakan TCC berstatus '**Tidak Patuh**' / TCC yang tidak sah, akan dinilai sebagai '**Gagal**' mengemukakan dokumen wajib dan tidak layak dinilai untuk peringkat seterusnya.
- 32.4 Bagi Tender/Sebut Harga yang disertai oleh beberapa syarikat tempatan secara usahasama, kesemua syarikat hendaklah mengemukakan TCC dengan status '**Patuh**' dan masih dalam tempoh sah laku semasa mengemukakan tawaran.
- 32.5 Tiada sebarang pengecualian ke atas pengemukaan TCC termasuklah pembida yang berada di zon perdagangan bebas atau zon perindustrian bebas seperti ditakrifkan di bawah Seksyen 2 Akta Zon Bebas 1990.
- 32.6 Pengemukaan TCC juga diwajibkan kepada pembida dari negara ahli Perjanjian Perdagangan Bebas (*Free Trade Agreement* – FTA) yang menyertai perolehan kerja Kerajaan. Sebarang pengecualian melibatkan perkara ini hendaklah dirujuk kepada pihak LHDN.
- 32.7 Pembida boleh membuat semakan dan cetakan TCC secara sendiri melalui menu Status *MyTax* di Portal *MyTax* iaitu <https://mytax.hasil.gov.my>. Portal *MyTax* boleh diakses menggunakan nombor kad pengenalan / passport dan kata laluan sepertimana pembayar cukai mendaftar masuk bagi tujuan pengemukaan Borang Nyata Cukai Pendapatan (BNCP) melalui aplikasi e-Filing.
- 32.8 Sekiranya pembida belum mempunyai Nombor Pengenalan Cukai atau *Tax Identification Number* (TIN), pendaftaran boleh dibuat secara dalam talian melalui aplikasi e-Daftar di Portal *MyTax*.
- 32.9 Pembida boleh mendapatkan maklumat lanjut atau terus ke LHDN bagi tujuan dan maksud TCC ini. Ketidak patuhan pembida untuk mengemukakan TCC akan menyebabkan tawaran pembida tidak dinilai.

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

33.0 PENGEMUKAAN PENGISYTIHARAN PEMUNYA BENEFISIAL (BENEFICIAL OWNERS – BO) DAN SURAT AKAUN SYARIKAT DALAM MENANGANI JENAYAH PEMERDAGANGAN ORANG DAN BURUH PAKSA (SA)

33.1 Pekeliling Perbendaharaan / Perolehan Kerajaan 1.6 telah dikemaskini selaras dengan peruntukan perundangan di bawah Akta Syarikat (pindaan) 2024 (Akta A1701) dan Akta Antipemerdagangan Orang dan Antipenyeludupan Migran 2007 (Akta 670).

33.1.1 Akta Syarikat (pindaan) 2024 (Akta A1701)

33.1.1.1 Akta A1701 yang diwartakan pada 2 Februari 2024 telah mewajibkan setiap syarikat yang berdaftar dengan Suruhanjaya Syarikat Malaysia (SSM) untuk mengisytihar Pemunya Benefisial (*Beneficial Owners – BO*) bagi memerangi aktiviti-aktiviti pengubahan wang haram, pembiayaan keganasan, rasuah dan pengelakan cukai perniagaan di Malaysia.

33.1.1.2 Tafsiran dan kriteria BO boleh dirujuk kepada *Guideline For The Reporting Framework For Beneficial Ownership Of Legal Persons* yang boleh dimuat turun dari laman sesawang SSM iaitu www.ssm.com.my.

33.1.1.3 Pembida hendaklah melaksanakan pengisytiharan BO dengan mengemukakan Borang Pengisytiharan BO seperti di **Lampiran 12** untuk menyertai perolehan Kerajaan yang dinilai melebihi RM50 ribu.

33.1.1.4 Pembida hendaklah memastikan BO diisi dengan lengkap, ditandatangani dan dikemukakan bersama dokumen tawaran Tender/Sebut Harga secara manual sepertimana yang telah ditetapkan.

33.1.1.5 Kegagalan pembida untuk mengemukakan BO akan menyebabkan Tender/Sebut Harga yang disertai ditolak.

33.1.2 Akta Antipemerdagangan Orang dan Antipenyeludupan Migran 2007 (Akta 670)

33.1.2.1 Selaras dengan Akta 670, satu akuan atau pengisytiharan oleh pembida perlu dilaksanakan bagi meningkatkan

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

kesedaran tentang hak pekerja, perlindungan dan akses kepada remedi.

33.1.2.2 Pembida yang menyertai perolehan Kerajaan adalah diwajibkan untuk menandatangani Surat Akuan Syarikat Dalam Menangani Jenayah Permedagangan Orang Dan Buruh Paksa (SA) seperti di **Lampiran 13**.

33.1.2.3 Pembida hendaklah memastikan SA diisi dengan lengkap, ditandatangani dan dikemukakan bersama dokumen tawaran Tender/Sebut Harga secara manual sepertimana yang telah ditetapkan.

33.1.2.4 Kegagalan pembida untuk mengemukakan SA akan menyebabkan Tender/Sebut Harga yang disertai ditolak.

33.2 Bagi Tender/Sebut Harga yang disertai oleh beberapa syarikat yang berdaftar dengan SSM secara usahasama, kesemua syarikat hendaklah mengemukakan BO dan SA semasa mengemukakan tawaran.

34.0 AKTIVITI KARTEL

34.1 Pembida dilarang keras daripada terlibat dalam sebarang aktiviti yang boleh dianggap sebagai amalan kartel, termasuk tetapi tidak terhad kepada;

- Penetapan harga secara bersama antara pembida.
- Pembahagian pasaran atau pelanggan secara kolektif.
- Pemboikotan bersama terhadap mana-mana pembida lain.
- Pertukaran maklumat sensitif yang boleh menjejaskan persaingan.

34.2 Jika didapati mana-mana pembida melanggar arahan ini, tindakan berikut boleh diambil:

- Pembatalan penyertaan dalam Tender/Sebut Harga serta-merta.
- Penyenaraian hitam daripada menyertai sebarang Tender/Sebut Harga MBPJ untuk tempoh yang ditetapkan.
- Pelaporan kepada pihak berkuasa berkaitan, seperti Suruhanjaya Persaingan Malaysia (MyCC), untuk tindakan lanjut.

34.3 Pembida atau mana-mana pihak yang mempunyai maklumat mengenai aktiviti kartel digalakkan untuk melaporkan melalui saluran berikut:

- Emel : aduan@mbpj.gov.my
- Hotline : (03-7954 2020) Tel: (03-7954 2020)

35.0 PELAKSANAAN *INTEGRITY PACT* DALAM PEROLEHAN KERAJAAN

- 35.1 Pembida wajib mengemukakan **Surat Akuan Pembida (Lampiran 6)** bersama-sama dengan Dokumen Tender/Sebut Harga di mana pembida membuat perjanjian untuk tidak akan menawarkan atau memberi rasuah kepada mana-mana individu lain sebagai sogokan untuk dipilih dalam Tender/Sebut Harga tersebut. Surat Akuan Pembida ini hendaklah dilengkapkan dan ditandatangani oleh Pegawai Syarikat yang ditauliahkan.
- 35.2 Surat Akuan Pembida tersebut adalah menjadi salah satu dokumen **wajib** dalam penilaian Tender/Sebut Harga peringkat pertama. Sekiranya pembida gagal mengemukakan Surat Akuan Pembida yang telah dilengkapkan dan ditandatangani dengan sempurna, pembida tersebut akan dinilai sebagai gagal dalam penilaian peringkat pertama dan penilaian seterusnya tidak akan dilaksanakan.
- 35.3 Pembida yang berjaya wajib mengemukakan dan menandatangani **Surat Akuan Pembida Berjaya** beserta dengan Surat Setuju Terima yang telah ditandatangani di mana ia berjanji tidak akan memberi rasuah sebagai ganjaran kerana mendapatkan kontrak. Surat Akuan ini akan menjadi sebahagian daripada Dokumen Kontrak.

36.0 LARANGAN PEMINDAHAN EKUITI SYARIKAT SEPANJANG TEMPOH KONTRAK

- 36.1 Pembida yang berjaya dipilih bagi perolehan ini tidak boleh memindahkan milik ekuiti syarikat sepanjang tempoh kontrak berkuat kuasa kecuali mendapat kelulusan bertulis dari Majlis terlebih dahulu.

37.0 DOKUMEN PERJANJIAN

37.1 Pembida perlu menandatangani perjanjian penyewaan dengan Majlis, syarat – syarat seperti di atas akan menjadi sebahagian daripada syarat perjanjian.

37.2 Pembida yang berjaya hendaklah menjelaskan bayaran duit setem dan caj Perjanjian yang ditetapkan oleh Majlis Bandaraya Petaling Jaya ke atas harga kontrak keseluruhan tidak termasuk cukai jualan dan perkhidmatan mengikut formula Kadar Caj Perjanjian yang disediakan oleh Majlis Bandaraya Petaling Jaya seperti jadual berikut:

Bil	Nilai Kontrak (RM)	Caj	
		Perjanjian Utama	Perjanjian Lanjutan
1.	< RM50,000	RM500	RM250
2.	RM50,001 - RM100,000	RM1,000	RM500
3.	RM100,001 - RM300,000	RM2,000	RM1,000
4.	RM300,001 - RM500,000	RM3,000	RM1,500
5.	RM500,001 - RM1,000,000	RM5,000	RM2,500
6.	RM1,000,001 dan keatas	RM8,000.00 atau 0.5% (mana-mana yang lebih tinggi tetapi tidak melebihi RM10,000)	RM4,000.00 atau 0.5% (mana-mana yang lebih tinggi tetapi tidak melebihi RM5,000.00)
Panel peguam boleh dilantik bagi kontrak yang mempunyai nilai sangat tinggi dan berisiko			

(A) CONTOH DENDA BAGI KONTRAK BEKALAN DAN PERKHIDMATAN

Bil	Kontrak	Jenis Denda
1.	Bekalan (cth: peralatan akademik, peralatan sukan, alat ganti ICT, <i>toner</i> pencetak, kertas A4, dll)	Lewat Pembekalan Jika syarikat lewat menyerahkan peralatan dalam tempoh masa yang ditetapkan, Majlis boleh menerima peralatan tersebut dan mengenakan bayaran berdenda kepada syarikat mengikut formula berikut : $\frac{V(T + D)}{T} \times 5\%$ V: Nilai harga peralatan yang lewat dibekalkan; T: Tempoh bekalan mengikut kontrak dalam hari; dan D: Bilangan hari yang lewat.
2.	Bekalan (cth: peralatan akademik, peralatan sukan, alat ganti ICT, <i>toner</i> pencetak, kertas A4, dll)	Rendah kualiti/tidak memenuhi spesifikasi - Setelah penerimaan peralatan sempurna dan didapati peralatan rendah kualiti daripada spesifikasi, Majlis boleh meminta syarikat menggantikan peralatan tersebut dalam tempoh yang ditetapkan oleh Majlis. - Majlis akan mengenakan denda sebanyak 1% daripada harga peralatan itu pada setiap 7 hari bekerja kelewatan tetapi tidak melebihi 5% daripada harga peralatan tersebut.

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

Bil	Kontrak	Jenis Denda
3.	Bekalan (bahan mentah, basah dan kering)	Gagal Membuat Pembekalan Bagi barang-barang makanan yang tidak diserahkan setelah dipesan, Majlis berhak membeli daripada punca lain dan syarikat hendaklah membayar kos perbelanjaan memperolehi barang-barang makanan yang lebih daripada harga di dalam Perjanjian ini dan Majlis juga boleh mengenakan denda sebanyak 10% dari nilai barang-barang makanan yang dipesan itu atau RM500 mengikut mana yang kurang.
4.	Perkhidmatan (cth: sewaan peralatan ICT)	Lewat Menyediakan Perkhidmatan Jika syarikat lewat menyerahkan peralatan dalam tempoh masa yang ditetapkan, Majlis boleh menerima peralatan tersebut dan mengenakan bayaran berdenda kepada syarikat sehingga peralatan tersebut sedia untuk digunakan di premis yang ditentukan oleh Majlis seperti formula denda berikut: $A \times B \times C \times 1\%$ A : Nilai sewaan peralatan sebulan. B : Bilangan hari yang lewat. C : Bilangan peralatan.
5.	Perkhidmatan (cth: sewaan peralatan ICT)	Lewat Sewaan Setelah penerimaan peralatan sempurna dalam tempoh sewaan, Majlis berhak mengenakan denda sebanyak 1% daripada nilai Sewa Peralatan bagi setiap satu hari Majlis tidak dapat menggunakan peralatan untuk tujuan disewa.

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

(B) CONTOH LAD BAGI KONTRAK KERJA, BEKALAN DAN PERKHIDMATAN

Bil	Kontrak	Jenis Denda
1.	Bekalan dan Perkhidmatan ICT	Gagal Menyempurnakan Bekalan/ Perkhidmatan Sekiranya syarikat gagal menyempurnakan bekalan/ perkhidmatan yang telah ditetapkan dalam tempoh kontrak yang dipersetujui, maka syarikat dikehendaki membayar denda dalam tempoh 30 hari setelah menerima notis denda daripada Kerajaan dengan menggunakan formula berikut: $(BLR + 1\%) \times (\text{Nilai Kontrak} / 365) \times (\text{bilangan hari lewat})$
2.	Kerja	- Peratusan LAD = BLR setahun / 365 hari - Di mana: BLR setahun = 'Base Landing Rate' yang dikeluarkan oleh mana-mana bank perdagangan. - Contoh Perkiraan: - BLR = katakan 10.0% setahun - Peratusan denda ganti rugi : $10\% / 365 \text{ hari} = 0.0273\% \text{ sehari}$ - kadar LAD sehari = $(0.0273\% \times \text{nilai kontrak})$

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

(C) CONTOH TOLAKAN BAGI KONTRAK PERKHIDMATAN KAWALAN KESELAMATAN

Bil	Kontrak	Jenis Denda
1.	Perkhidmatan Kawalan Keselamatan	Gagal Menyediakan Perkhidmatan - Syarikat gagal menempatkan Pengawal Keselamatan di premis pada satu-satu masa - Kadar Hari Sejam x Bil. Pengawal Tidak Hadir x Bil. Hari / Jam Ketiadaan Pengawal Keselamatan
2.	Perkhidmatan Kawalan Keselamatan	- Pengawal Keselamatan tidak menjalankan rondaan dan clocking (termasuk kelewatan melaksanakan rondaan dan clocking) di tempat-tempat yang telah ditetapkan di bawah Perjanjian - Bil. Kegagalan * x (20% x Kadar Hari Sejam) *Bil. Kegagalan = Bil. Clocking Rondaan x Kekerapan Rondaan

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

BORANG A - SURAT PENGAKUAN KEBENARAN MAKLUMAT DAN KESAHIHAN DOKUMEN YANG DIKEMUKAKAN OLEH PEMBIDA

Nama Pembida :

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

Kepada,

**DATUK BANDAR PETALING JAYA,
MAJLIS BANDARAYA PETALING JAYA,
JALAN YONG SHOOK LIN ,
46675 PETALING JAYA
SELANGOR DARUL EHSAN.**

Tuan,

Maklumat Latar Belakang, Kewangan Dan Teknikal Pembida

1. Kami akan membaca dengan teliti semua arahan-arahan yang terkandung dalam Arahan Kepada Pembida termasuk arahan yang menghendakkan kami mengemukakan maklumat-maklumat dan dokumen-dokumen mengenai perkara di atas bersama-sama Dokumen Tender/Sebut Harga kami semasa mengemukakan Dokumen Tender/Sebut Harga ini untuk membolehkan MBPJ menilai keupayaan kami untuk melaksanakan Kerja/Bekalan/Perkhidmatan yang di Tender/Sebut Harga semasa penilaian Tender/Sebut Harga.
2. Kami faham dan mengambil maklum bahawa penilaian Tender/Sebut Harga ini akan mengambil kira dan mementingkan keupayaan kami melaksanakan Kerja/Bekalan/Perkhidmatan yang di Tender/Sebut Harga. Justeru itu Tender/Sebut Harga kami akan hanya dipertimbangkan untuk diperakukan kepada Lembaga Tender/Sebut Harga untuk disetujui terima sekiranya kami didapati berkeupayaan untuk melaksanakan projek yang disebut harga mengikut penilaian MBPJ berasaskan maklumat-maklumat dan dokumen-dokumen yang kami kemukakan.
3. Kami juga mengambil maklum bahawa kami dikehendaki mengemukakan semula maklumat- maklumat dan dokumen-dokumen yang diminta bersama-sama Tender/Sebut Harga kami sebelum Tender/Sebut Harga 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 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 MBPJ terhadap kami dan/atau Tender/Sebut Harga 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/Sebut Harga 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 MBPJ menilai keupayaan kami terutamanya dokumen-dokumen berhubung dengan kedudukan kewangan dan prestasi kerja semasa kami seperti berikut : -

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

- (1) Salinan Akaun Syarikat yang telah disahkan dan diaudit oleh Juru Audit yang bertauliah bagi Dua (2) tahun kewangan terakhir.
 - (2) Salinan sah Penyata Bulanan Bank Akaun Wang Dalam Tangan Pembida bagi Tiga (3) bulan terakhir sebelum Tarikh Tutup Tender/Sebut Harga.
 - (3) Laporan Jurutera Projek atas prestasi Kerja/Bekalan/Perkhidmatan semasa yang bukan projek MBPJ atas Borang H dalam satu sampul berlakri bagi setiap Kerja/Bekalan/Perkhidmatan 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 MBPJ 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 Pembida

Tarikh :

Nama Penuh:

No. Kad Pengenalan:

Atas Jawatan:

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

.....
Meterai atau Cop Pembida

Tandatangan Saksi :

Tarikh :

Nama Penuh:

No. Kad Pengenalan:

Pekerjaan :

Alamat :

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

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

BUTIR-BUTIR KENYATAAN SYARIKAT

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

PERKARA-PERKARA PENTING YANG PERLU DIMASUKKAN / DI DALAM BUTIR-BUTIR KENYATAAN SYARIKAT

Pembida hendaklah mengambil maklum bahawa penilaian Tender/Sebut Harga ini akan mengambil kira keupayaan pembida untuk melaksanakan projek yang dipelawa. Keupayaan pembida akan dinilai berasaskan kedudukan kewangan, pengalaman, kakitangan, keempunyaan loji dan peralatan serta prestasi keseluruhan.

Untuk membolehkan penilaian ini dibuat, pembida dikehendaki mengemukakan salinan dokumen-dokumen berikut bersama-sama dokumen tawarannya.

1. Surat Pendaftaran Perniagaan
2. Sijil Pendaftaran dengan Agensi-Agensi seperti berikut (yang berkaitan):
 - i. Pusat Khidmat Kontraktor (PKK)
 - ii. Lembaga Pembangunan Industri Pembinaan Malaysia (LPIPM)
 - iii. Kementerian Kewangan Malaysia
3. Borang KWSP 'A' bagi caruman terakhir kakitangan, pengurusan dan professional
4. Surat pelantikan bagi kakitangan pengurusan dan professional
5. Sijil kelulusan / sijil keahlian badan-badan professional kakitangan
6. Sebarang dokumen / surat pengesahan sebagai bukti kepada kemudahan pinjaman dari bank, overdraft, kemudahan kredit dan yang seumpamanya.
7. Bagi syarikat sendirian berhad dan syarikat berhad kemukakan salinan penyata kewangan terkini yang telah disahkan oleh juruaudit bertauliah.
8. Penyata bank bagi 3 bulan terakhir.
9. Surat setujuterima / pesanan tempatan dan sijil siap kerja bagi projek lepas
10. Surat setujuterima / pesanan tempatan dan sijil bayaran bagi projek semasa

Di samping mengemukakan dokumen-dokumen di atas, pembida dikehendaki melengkapkan 'BUTIR-BUTIR KENYATAAN SYARIKAT' dengan sempurna dan mengembalikan bersama-sama dokumen tawaran .

Perlu diberi perhatian bahawa sebarang kenyataan yang tidak disertakan dengan dokumen-dokumen sokongan seperti yang diminta tidak akan diambil kira di dalam penilaian Tender/Sebut Harga.

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

BUTIR-BUTIR KENYATAAN SYARIKAT

SILA ISIKAN 'BUTIR-BUTIR KENYATAAN SYARIKAT' INI DENGAN LENGKAP KERANA SEGALA BUTIR-BUTIR YANG DIBERIKAN AKAN DINILAI SEMASA PROSES ANALISA DIJALANKAN.

A. KETERANGAN MENGENAI SYARIKAT

1. Nama Syarikat :
2. No. Pendaftaran :
3. Alamat Berdaftar :
.....
4. Alamat Surat Menyurat :
.....
5. Tarikh Ditubuhkan :
6. Jenis Perniagaan :
7. Nombor Pendaftaran :
 - i. Perniagaan :
 - ii. Pusat Khidmat Kontraktor :
 - iii. Lembaga Pembangunan Industri Pembinaan Malaysia:
 - iv. Kementerian Kewangan Malaysia :
8. Nombor Telefon :
9. Nombor Fax :
10. Taraf syarikat : Bumiputera / Bukan Bumiputera
Jika Bumiputera, tempoh sah taraf taraf
dari.....hingga.....

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

11. Lembaga Pengarah dan Pegangan Saham

NAMA	NO.KAD PENGENALAN	JUMLAH NILAI SAHAM (RM)	%	KEDUDUKAN DALAM SYARIKAT

12. Peratus pegangan saham Bumiputera dalam syarikat :

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

B. ORGANISASI SYARIKAT

1. Maklumat Kakitangan

PERKARA/NAMA	JAWATAN	KELAYAKAN	BILANGAN	PENGALAMAN
Lembaga Pengarah				
a).....				
b).....				
c).....				
d).....				
Pengurusan				
a).....				
b).....				
c).....				
Profesional/Eksekutif				
a).....				
b).....				
c).....				
Kakitangan Teknikal				
a).....				
b).....				
c).....				
Kakitangan Sokongan				
a).....				
b).....				
c).....				

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

SILA KEMUKAKAN SALINAN PERKARA-PERKARA BERIKUT BAGI KAKITANGAN PENGURUSAN DAN PROFESIONAL YANG BERKHIDMAT DENGAN SYARIKAT.

- i. Surat Pelantikan
- ii. Borang KWSP 'A' bagi bulan caruman terakhir
- iii. Sijil kelulusan / sijil keahlian badan-badan profesional

2. Maklumat projek

PERKARA	KUANTITI / BILANGAN	JUMLAH NILAI (RM)
Jumlah projek yang diperolehi setakat ini semenjak syarikat ditubuhkan.		
Jumlah projek yang diperolehi dalam setahun (purata)		

C. KETERANGAN MENGENAI KEWANGAN SYARIKAT

1. Data-data kewangan

ASSET (RM)	LIABILITI	MODAL
Semasa :... ..	Semasa :... ..	Dibenar :
Tetap :	Jangkapanjang:	Berbayar :
Jumlah :	Jumlah :	

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

2. Akaun Wang Dalam Tangan (Cash In Hand)

- a) Nama dan alamat akaun dibuka

.....
.....

- b) Nombor Akaun :

PENTING : Sila kemukakan salinan penyata bank bagi 3 bulan terakhir

3. Kemudahan Kredit (jika ada)

- a) Nama dan alamat bank / institusi kewangan yang memberi kemudahan

i.

ii.

iii.

- b) Bentuk dan baki amaun yang boleh digunakan untuk projek ini.

i. Overdraft atau talian kredit RM

ii. Overdraft bercagar RM

iii. Kemudahan Pinjaman RM

iv. RM

v. RM

DOKUMEN PENTING

- i. Sila sertakan salinan Penyata Kewangan Terkini yang disahkan dan diaudit oleh Juru Audit Bertauliah bagi syarikat sendirian Berhad dan Syarikat Berhad atau
- ii. Salinan Penyata Kewangan Terkini bagi Syarikat Milikan Tunggal dan Syarikat Perkongsian.

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

D. KETERANGAN MENGENAI PEMILIKAN PERALATAN / MESIN / KENDERAAN SYARIKAT

i. Jenis peralatan , kenderaan atau mesin yang dipunyai sekarang

JENIS PERALATAN /KENDERAAN/MESIN	KEUPAYAAN	BILANGAN	USIA/LAMA

E. KETERANGAN MENGENAI PENGALAMAN SYARIKAT

1. Pengalaman di dalam menjalankan projek-projek dengan Majlis Bandaraya Petaling Jaya
 - i. Isikan butir-butir projek tersebut di dalam Jadual **E1**. Sila gunakan kertas tambahan jika ruang tidak mencukupi.
 - ii. Sila sertakan salinan surat setujuterima atau Pesanan tempatan (Local Order).

2. Pengalaman Projek-projek lepas
 - i. Projek yang telah disiapkan dilaksanakan dalam tempoh 5 tahun lepas
 - ii. Isikan butir-butir projek tersebut di dalam Jadual **E3**. Sila gunakan kertas tambahan jika ruang tidak mencukupi
 - iii. Sila sertakan salinan surat setujuterima atau Pesanan tempatan (Local Order) .
3. Projek-projek Semasa
 - i. Isikan butir-butir berkaitan Kerja/Bekalan/Perkhidmatan di dalam tangan / sedang berjalan dan belum siap termasuk kontrak yang baru ditawarkan di dalam Jadual **E2**. Sila gunakan kertas tambahan jika ruang tidak mencukupi
 - ii. Sila sertakan salinan surat setujuterima atau Pesanan tempatan (Local Order) .

PERINGATAN PENTING

Butiran pengalaman Kerja/Bekalan/Perkhidmatan yang tidak disertakan dengan salinan Surat Setujuterima atau Pesanan Tempatan tidak akan diambilkira di dalam penilaian Tender/Sebut Harga.

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA
BAHAGIAN PEROLEHAN
MAJLIS BANDARAYA PETALING JAYA

LAMPIRAN E1

BUTIR-BUTIR PENGALAMAN SYARIKAT DENGAN MAJLIS BANDARAYA PETALING JAYA

BIL	NAMA KONTRAK/PROJEK	NO. KONTRAK NO. PESANAN	NAMA DAN JABATAN/ INSTITUSI	NILAI KONTRAK / TEMPOH KONTRAK	TARIKH MULA	TARIKH SIAP	
						ASAL	SEBENAR

PERHATIAN : Sila gunakan lampiran lain jika ruang tidak mencukupi.
: Sila sertakan salinan surat setujuterima atau salinan pesanan tempatan

Saya akui segala butir - butir di atas adalah benar

TANDATANGAN PEMBIDA : NAMA PEMBIDA DAN COP SYARIKAT :

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA
BAHAGIAN PEROLEHAN
MAJLIS BANDARAYA PETALING JAYA

LAMPIRAN E2

BUTIR-BUTIR BEKALAN /PERKHIDMATAN /KERJA DI DALAM TANGAN /SEDANG BERJALAN DAN BELUM SIAP TERMASUK
KONTRAK YANG BARU DITAWARKAN

BIL	NAMA KONTRAK/PROJEK	NO. KONTRAK NO. PESANAN	NAMA DAN JABATAN/ INSTITUSI	NILAI KONTRAK / TEMPOH KONTRAK	TARIKH MULA	TARIKH SIAP	
						ASAL	SEBENAR

PERHATIAN : Sila gunakan lampiran lain jika ruang tidak mencukupi.
: Sila sertakan salinan surat setujuterima atau salinan pesanan tempatan

Saya akui segala butir - butir di atas adalah benar

TANDATANGAN PEMBIDA :

NAMA PEMBIDA DAN COP SYARIKAT :

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA
BAHAGIAN PEROLEHAN
MAJLIS BANDARAYA PETALING JAYA

LAMPIRAN E3

BUTIR-BUTIR PENGALAMAN SYARIKAT YANG TELAH DIJALANKAN DALAM TEMPOH 5 TAHUN LEPAS

BIL	NAMA KONTRAK/PROJEK	NO. KONTRAK NO. PESANAN	NAMA DAN JABATAN/ INSTITUSI	NILAI KONTRAK / TEMPOH KONTRAK	TARIKH MULA	TARIKH SIAP	
						ASAL	SEBENAR

PERHATIAN : Sila gunakan lampiran lain jika ruang tidak mencukupi.
: Sila sertakan salinan surat setujuterima atau salinan pesanan tempatan

Saya akui segala butir - butir di atas adalah benar

TANDATANGAN PEMBIDA : NAMA PEMBIDA DAN COP SYARIKAT :

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

F. PENGAKUAN PEMBIDA

1. Kami telah membaca dengan teliti dan memahami semua arahan yang terkandung di dalam '**BUTIR-BUTIR KENYATAAN SYARIKAT**'.
2. Kami juga mengambil maklum bahawa kami dikehendaki mengemukakan semua maklumat dan dokumen yang berkaitan bagi menyokong maklumat tertentu, sebelum Tender/Sebut Harga ditutup. Maklumat dan dokumen yang dikemukakan kemudian daripada itu tidak akan diambilkira di dalam penilaian keupayaan kami.
3. Kami juga mengambil maklum bahawa penilaian ke atas Tender/Sebut Harga kami akan terjejas atau mungkin tidak dipertimbangkan sekiranya maklumat-maklumat yang diberikan tidak diisi atau tidak mencukupi atau tiada dokumen sokongan yang lengkap.
4. Kami dengan ini mengaku bahawa segala maklumat yang dinyatakan adalah betul dan benar belaka. Saya bersetuju Majlis Bandaraya Petaling Jaya akan bertindak mengikut budibicaranya untuk mengetahui kedudukan sebenar. Sekiranya mana-mana maklumat didapati tidak benar, Majlis Bandaraya Petaling Jaya berhak membatalkan tawaran ini ataupun menarik balik kontrak berkenaan kemudian.

Nama Pembida :

No. Kad Pengenalan :

Tandatangan :

Cop syarikat :

Tarikh :

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

BORANG G - LAPORAN BANK/INSTITUSI KEWANGAN MENGENAI KEDUDUKAN KEWANGAN PEMBIDA

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

Kepada :

**DATUK BANDAR PETALING JAYA,
MAJLIS BANDARAYA PETALING JAYA,
JALAN YONG SHOOK LIN ,
46675 PETALING JAYA
SELANGOR DARUL EHSAN.
(U/P : Bahagian Perolehan)**

Nama Pembida :

Projek : Tender/Sebut Harga Untuk Membina dan Menyiapkan.....
.....
.....

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

Bentuk Kemudahan Kredit	Baki drpd. yg. diluluskan	Tambahan minimum yang akan diluluskan	Jumlah
(i) Overdraif	RM	RM	RM
(ii) Overdraif Bercagar	RM	RM	RM
(iii) Talian Kredit	RM	RM	RM
(iv) Pinjaman Tetap yang akan/layak diperolehi untuk projek	RM	RM	RM
(v)	RM	RM	RM
Jumlah :	RM	RM	RM

(*jika projek diawardkan kepada pembida)

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

.....
Tandatangan Untuk Dan Bagi Pihak Bank

Nama Bank :

Nama Pegawai :

Meterai Bank :

Jawatan :

Tarikh :

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

SULIT

BORANG H - LAPORAN JURUTERA PROJEK ATAS PRESTASI KERJA SEMASA PEMBIDA (BUKAN PROJEK MBPJ)

(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 Tender/Sebut Harganya).

Kepada:

**DATUK BANDAR PETALING JAYA,
MAJLIS BANDARAYA PETALING JAYA,
JALAN YONG SHOOK LIN ,
46675 PETALING JAYA
SELANGOR DARUL EHSAN.
(U/P : Bahagian Perolehan)**

Nama Pembida :

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 difikirkan/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 :

DOKUMEN INI HAK MILIK MAJLIS BANDARAYA PETALING JAYA

BORANG H1 - LAPORAN JURUTERA PROJEK ATAS PRESTASI KERJA SEMASA PEMBIDA

(Borang ini hendaklah dilengkapkan oleh Penyelia Projek atau Pembantu Kanannya yang mengawasi projek apabila diminta berbuat demikian oleh Pegawai Penilaian dan hendaklah dihantar dengan segera.

Kepada:

**DATUK BANDAR PETALING JAYA,
MAJLIS BANDARAYA PETALING JAYA,
JALAN YONG SHOOK LIN ,
46675 PETALING JAYA
SELANGOR DARUL EHSAN.
(U/P : Bahagian Perolehan)**

Nama Pembida :

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 difikirkan/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 Pegawai Penguasa/Jurutera Projek/Wakilnya

Nama :

Jawatan :

Tarikh :

B) TATACARA PENILAIAN TENDER/SEBUT HARGA KECIL BAGI PROJEK SECARA KONVENSIONAL BERNILAI RM10 JUTA DAN KE BAWAH

1.0 MAKLUMAT-MAKLUMAT YANG DIPERLUKAN UNTUK PENILAIAN KEUPAYAAN PEMBIDA

- 1.1 Pembida hendaklah mengambil maklum bahawa Penilaian Tender/Sebut Harga ini akan mengambilkira dan mementingkan keupayaan pembida untuk melaksanakan projek yang ditender atau disebut harga, di samping kemunasabahan harga Tender/Sebut Harga.
- 1.2 Penilaian akan dibuat berasaskan kelayakan asas Tender/Sebut Harga, keupayaan kewangan, dan keupayaan teknikal (prestasi, dan beban kerja semasa serta pengalaman kerja) pembida dan penilaian teknikal (kerja Mekanikal & Elektrik) bagi komponen/peralatan. Bagi membolehkan penilaian dibuat, pembida dikehendaki melengkapkan borang-borang berikut yang disertakan bersama Dokumen Tender/Sebut Harga ini dengan sempurna dan mengembalikannya bersama-sama dengan Tender/Sebut Harga masing-masing:

1.2.1	Borang A	Surat Pengakuan Kebenaran Maklumat dan Kesahihan Dokumen Yang Dikemukakan Oleh Pembida .
1.2.2	Borang B.O. (Lampiran 12)	Borang Pemberitahuan Pemunya Benefisial
1.2.3	Borang S.A. (Lampiran 13)	Surat Akuan Syarikat Dalam Menangani Jenayah Pemerdagangan Orang Dan Buruh Paksa
1.2.4	Jadual B	Maklumat Am Latar Belakang Pembida
1.2.5	Jadual C	Data Kewangan Pembida
1.2.6	Borang G	Laporan Bank/Institusi Kewangan Mengenai Kemudahan Kredit Pembida
1.2.7	Lampiran E2	Senarai Kerja/Kontrak Semasa Pembida
1.2.8	Borang H	Laporan Prestasi Kerja Semasa Pembida
1.2.9	Lampiran E 3	Rekod Pengalaman Kerja Pembida (Senarai Kerja Dalam Tempoh 5 Tahun Lepas)
1.2.10	Borang Tender / Sebut Harga	Borang Tender / Borang Sebut Harga / Lampiran Q / Senarai Kuantiti
1.2.11	Lampiran 6	Surat Akuan Pembida (Integrity Pact)
1.2.12	TCC	Sijil Pematuhan Cukai (Tax Compliance Certificate – TCC)

1.3 Borang-borang ini hendaklah diisi dengan maklumat-maklumat yang benar dan data-data yang tepat. Setiap helaian tambahan yang dilampirkan kepada borang-borang lain hendaklah ditandatangani oleh pembida.

1.4 Bagi memastikan kesahihan maklumat dan data yang diterima daripada pembida seperti di perenggan 1.2, maklumat tersebut hendaklah disokong dengan dokumen-dokumen berikut untuk tujuan penilaian.

1.4.1 Perakuan/Sijil Pendaftaran / Sijil Pendaftaran

- i. Perakuan Pendaftaran Kontraktor (PPK) CIDB;
- ii. Sijil Perolehan Kerja Kerajaan (SPKK) CIDB/ Sijil Pusat Pendaftaran (PUKONSA)/ Sijil Unit Pendaftaran Kontraktor Dan Juru Perunding Sarawak (UPKJ).
- iii. Kontraktor Kerja, Bekalan dan Perkhidmatan Negeri Sabah.
- iv. Sijil Taraf Bumiputera (STB) dari PUSAT KHIDMAT KONTRAKTOR (PKK)(jika berkaitan);
- v. Sijil Pendaftaran Kementerian Kewangan (jika berkaitan)
- vi. Berdaftar dengan Unit Perancang Ekonomi Negeri Selangor (UPEN)

1.4.2 Surat Pengakuan Kebenaran Maklumat dan Kesahihan Dokumen

- 1.4.2.1 Pembida WAJIB mengisi dan menandatangani Borang A. Kegagalan mengemukakan Borang A yang lengkap akan menyebabkan pembida tidak layak dinilai.

1.4.3 Maklumat Kewangan

- 1.4.3.1 Pembida hendaklah mengisi Borang C (Data Kewangan Pembida).

- 1.4.3.2 Pembida **wajib** mengemukakan sekurang-kurangnya salah satu dokumen kewangan berikut:-

- a. Salinan Penyata Kewangan Syarikat bagi tiga (3) tahun kewangan terakhir secara berturut-turut sebelum tahun tutup Tender/Sebut Harga atau sekiranya tiada, bagi tiga (3) tahun kewangan terakhir secara berturut-turut setahun sebelum tahun tutup Tender/Sebut Harga yang diaudit dan disahkan dengan salinan diakui sah (certified true copy) oleh Juruaudit Bertauliah.

- b. Salinan Penyata Bulanan Bank bagi tiga (3) bulan terakhir sebelum bulan tutup Tender/Sebut Harga yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan.
- c. Laporan asal bank/institusi kewangan mengenai kemudahan kredit pembida, atas format seperti di Borang G yang ditandatangani oleh pegawai yang diberi kuasa oleh bank/institusi kewangan berkenaan.

1.4.3.3 Deposit tetap (sekiranya ada) yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan boleh dikemukakan sebagai tambahan kepada pengiraan keupayaan kewangan.

1.4.3.4 Pihak Majlis akan membuat semakan dengan pihak syarikat audit/ bank/ institusi kewangan bagi mendapatkan pengesahan ke atas maklumat kewangan yang dikemukakan oleh pembida. Pembida hendaklah memastikan bahawa pihak syarikat audit/ bank/ institusi kewangan mengemukakan maklum balas dalam tempoh empat belas hari (14) hari dari tarikh surat dihantar kepada mereka. Kegagalan pihak syarikat audit/ bank/ institusi kewangan untuk mengemukakan maklum balas dalam tempoh tersebut akan menyebabkan maklumat kewangan pembida yang berkenaan tidak diambil kira dalam penilaian.

1.4.4 Maklumat Teknikal

1.4.4.1 Pembida dikehendaki menyenaraikan kerja semasa di Borang D (Lampiran E2). Pembida **wajib** mengisi Borang H dengan lengkap dan dikemukakan bersama-sama dokumen-dokumen sokongan yang ditetapkan. Kegagalan pembida untuk mengisytiharkan kerja semasa akan menyebabkan Tender/Sebut Harganya ditolak. Bagi pembida yang tidak mempunyai kerja semasa, sila catatkan "Tiada Kerja Semasa" di Lampiran E2.

1.4.4.2 Pembida dikehendaki menyenaraikan kerja-kerja yang telah dilaksanakan di Lampiran E3 berserta dokumen-dokumen sokongan sekiranya mempunyai pengalaman kerja. Bagi pembida yang tidak mempunyai pengalaman kerja, sila catatkan "Tiada pengalaman" di Lampiran E3. Kegagalan pembida untuk mengemukakan salah satu atau sebahagian daripada dokumen-dokumen sokongan

di Lampiran E3 akan mengakibatkan maklumat tersebut tidak dapat disemak kerana ketidakcukupan dokumen. Hal ini boleh menyebabkan maklumat tersebut tidak diambil kira.

1.4.4.3 Dokumen-dokumen sokongan yang diperlukan adalah seperti berikut:

- a. Salinan Surat Setuju Terima dan Perakuan Bayaran Interim terkini bagi setiap kerja semasa yang disenaraikan di Lampiran E2;
- b. Laporan Asal Projek mengenai prestasi semasa pembida, bagi setiap kerja semasa yang disenaraikan di Lampiran E2, atas format seperti Borang H. Laporan tersebut hendaklah ditandatangani oleh Pegawai Penguasa/Wakil Pegawai Penguasa/Pegawai Profesional yang menyelia projek tersebut; dan
- c. Salinan Surat Setuju Terima dan Salinan Perakuan Siap Kerja/Pengesahan Siap Kerja/Perakuan Muktamad setiap kerja yang telah disiapkan dan disenaraikan di Lampiran E3.

1.4.5 Surat Akuan Pembida (Integrity Pact)

- 1.4.5.1 Pembida **wajib** mengisi dan menandatangani Lampiran 6. Kegagalan mengisi borang ini akan menyebabkan Tender/Sebut Harganya ditolak.

1.5 Dokumen tambahan pembida yang mempunyai dan mengemukakan salinan sijil-sijil berikut boleh diberi keutamaan dalam perakuan Tender/Sebut Harga :

1.5.1 Sijil SCORE

- 1.5.1.1 Sijil SCORE dari CIDB yang masih sah semasa Tender/Sebut Harga ditutup (tidak lebih satu tahun dari tarikh sijil dikeluarkan) dengan minimum dua (2) bintang terutama bagi pembida yang menawarkan harga Tender/Sebut Harga di bawah paras Harga Cut-Off.

1.5.2 Sijil/Perakuan Anugerah

1.5.2.1 Anugerah yang diperolehi oleh pembida yang berkaitan dengan industri pembinaan dalam tempoh lima (5) tahun ke belakang, contohnya Anugerah Kontraktor Cemerlang, Anugerah Pengurusan Pmbinaan Terbaik.

1.6 Dokumen-dokumen wajib dan sokongan seperti di perenggan 1.4 dan 1.5 adalah penting untuk membolehkan penilaian keupayaan dibuat ke atas pembida. Pembida hendaklah mengemukakan dokumen-dokumen ini dalam satu (1) sampul berasingan yang dilabelkan sebagai 'Dokumen Wajib Dan Sokongan'. Pembida juga dikehendaki mengisi dan menyertakan Senarai Semakan Dokumen (SSD) bersama-sama sampul tersebut. Senarai Semakan ini akan menjadi panduan semakan semula dan bukti penerimaan dokumen-dokumen wajib dan sokongan.

1.7 Semua maklumat dan dokumen yang tersebut di atas hendaklah dikemukakan bersama-sama dokumen Tender/Sebut Harga sebelum tarikh dan waktu tutup Tender/Sebut Harga. Bagi memastikan Majlis bersikap adil dan saksama kepada pembida-pembida lain yang berjaya mematuhi arahan tersebut, sebarang maklumat atau dokumen yang dikemukakan selepas daripada tarikh dan waktu tutup Tender/Sebut Harga, **tidak akan diterima**.

1.8 Sekiranya pembida mengemukakan maklumat palsu, tidak memberikan maklumat yang dikehendaki dengan lengkap, dan/atau menyembunyikan atau sengaja tidak mengemukakan mana-mana maklumat yang memberi kesan negatif terhadap keupayaannya, Tender/Sebut Harganya akan ditolak dan tindakan sewajarnya akan diambil oleh Majlis ke atas pembida.

2.0 KRITERIA PENILAIAN TENDER/SEBUT HARGA BAGI TENDER/SEBUT HARGA KERJA KECIL

- Penilaian Tender/Sebut Harga akan dijalankan dalam dua peringkat berdasarkan kepada kriteria-kriteria penilaian yang ditetapkan.

2.1 Kaedah Penilaian

a) Penilaian Tender/Sebut Harga dibuat bagi PEMBIDA lebih dari 10 adalah menggunakan sistem cut off diubah (adjusted mean) dimana penilaian akan dibuat kepada 10 – 15 pembida yang mengemukakan tawaran seperti berikut :-

- i. BWAM mesti berada dalam julat -20.00% hingga 0.00%.

- b) Bagi bilangan pembida kurang daripada 10, maka penilaian menggunakan dasar harga terendah dan peratus (%) nilai perbandingan adalah tidak melebihi anggaran Jabatan (+ %BWAJ).
- c) Penilaian Tender/Sebut Harga bagi perolehan secara jadual kadar harga atau harga siling, penilaian akan dibuat kepada 10 - 15 berdasarkan harga terendah.

Rujukan:

- i. Menggunapakai Pekeliling Perbendaharaan Negeri Selangor Bil. 7 Tahun 2014
- ii. Surat Pekeliling Perbendaharaan Negeri Selangor Bil. 1 Tahun 2015
- iii. Mesyuarat Jawatankuasa Sebut Harga Bil. 3/2024 bertarikh 26 Februari 2024

2.2 Penilaian Peringkat Pertama (Kelayakan Asas Tender/Sebut Harga)

2.2.1 Hanya Tender/Sebut Harga yang mematuhi kriteria penilaian peringkat pertama sahaja yang LAYAK dinilai ke peringkat kedua.

2.2.2 Tender/Sebut Harga yang diterima mestilah mematuhi kriteria kelayakan asas berikut:

- i) Borang Tender / Borang Sebut Harga / Borang Q / Senarai Kuantiti ditandatangani, disaksikan dan diturunkan cap syarikat.
- ii) Penandatanganan Borang Tender / Borang Sebut Harga / Borang Q / Senarai Kuantiti adalah pihak yang diberi kuasa berdasarkan Sijil CIDB /Kementerian Kewangan
- iii) Harga Tender / Borang Sebut Harga / Borang Q / Senarai Kuantiti dan Tempoh Siap Kerja (kecuali jika tempoh siap kerja telah ditetapkan) tercatat di Borang Tender / Borang Sebut Harga / Borang Q / Senarai Kuantiti.
- iv) Pendaftaran pembida masih sah semasa tarikh tutup Tender/Sebut Harga.

- v) Kesemua dokumen asas Tender/Sebut Harga seperti berikut dikembalikan:
- Borang Tender/ Borang Sebut Harga / Borang Q / Senarai Kuantiti
 - Senarai Kuantiti/ Ringkasan Tender/Sebut Harga
 - Adendum yang dikemukakan kepada pembida selepas dokumen Tender/Sebut Harga dijual kepada mereka
 - Perjanjian Usahasama/Gabungan (jika berkenaan)
 - Maklumat/ Dokumen lain yang dinyatakan di dalam Arahan Kepada Pembida:
-Senaraikan dokumen/maklumat yang berkenaan....

- vi) Borang A ditandatangani, disaksikan dan diturunkan cap syarikat.
- vii) Surat Akuan Pembida ditandatangani (Integrity Pact)
- viii) Sekurang-kurangnya salah satu dokumen berikut dikemukakan:
- Salinan Penyata Kewangan Syarikat dikemukakan, diaudit dan disahkan oleh juruaudit bertauliah;
 - Penyata Bulanan Bank yang disahkan oleh pegawai bank yang diberi kuasa;
 - Laporan Asal Bank/Institusi Kewangan mengenai kemudahan kredit pembida atas format seperti di Borang C yang ditandatangani oleh pegawai bank/institusi kewangan yang diberi kuasa.

2.3 Penilaian Peringkat Kedua

2.3.1 Penilaian di peringkat kedua adalah berasaskan kriteria berikut:

- Kecukupan modal minimum pembida dalam bentuk aset mudah cair dan Kemudahan Kredit tidak kurang daripada lima peratus (5%) daripada nilai **Kerja Pembina** Anggaran Jabatan (Tender) dan satu persepuluh lima (1.5%) daripada nilai **Kerja Pembina** Anggaran Jabatan (Sebut Harga).

- ii) Bagi penilaian aspek ini nilai modal minima yang diambil kira adalah berdasarkan nilai perolehan yang dibuat. (Rujuk jadual di bawah)

Perolehan	Sebut Harga		Tender	
Nilai Perolehan	Kerja / Bekalan / Perkhidmatan		Bekalan / Perkhidmatan	Kerja
	Sehingga RM200 Ribu	Melebihi RM200 Ribu	Melebihi RM500 Ribu	Melebihi RM3 Juta
Nilai modal minima	Tidak diambilkira modal minima.	1.5% daripada Harga Indikatif Jabatan (HIJ).	5% daripada Harga Indikatif Jabatan (HIJ).	5% daripada Harga Indikatif Jabatan (HIJ).

- iii) Modal dalam bentuk aset mudah cair ialah jumlah Modal Pusingan iaitu perbezaan antara Aset Semasa dan Liabiliti Semasa pembida seperti yang ditunjukkan dalam Lembaran Imbangan atau nilai positif purata baki akhir bulan dalam Penyata Bulanan Bank bagi tiga (3) bulan terakhir termasuk Deposit Tetap, yang mana lebih tinggi. Jumlah ini dicampur dengan jumlah Baki Nilai Kemudahan Kredit yang diperolehi oleh pembida daripada Bank.
- iv) Deposit Tetap yang tidak dicagarkan hendaklah mempunyai tarikh matang yang sekurang-kurangnya sehingga tiga (3) bulan selepas tarikh tutup tender.
- v) Kemudahan kredit bagi modal mudah cair yang boleh diambilkira hanyalah kemudahan kredit sedia ada seperti berikut:
- *Factoring*
 - *OD (PC)*
 - *Bank Guarantee*
 - *Bankers Acceptance*
 - *Term Loan*
 - Kredit berputar / *revolving*
 - Pinjaman berjangka
- vi) Selain daripada kemudahan kredit seperti senarai di atas, semua bentuk kemudahan kredit lain tidak boleh diambilkira termasuklah pinjaman tetap yang akan atau layak diperolehi untuk projek.

2.3.2 Keupayaan Teknikal

Keupayaan teknikal adalah berasaskan kepada kriteria berikut:

i) Prestasi Kerja Semasa

- Kerja Semasa diertikan sebagai kerja kontrak yang masih dalam pelaksanaan dan belum disiapkan pada Tarikh Tutup Tender/Sebut Harga. Pembida mestilah **Tidak** mempunyai projek yang mana kemajuan pelaksanaan semasa mengalami kelewatan melebihi dua puluh peratus (20%) dari jadual atau kelewatan melebihi enam puluh (60) hari dari tarikh siap dibenarkan atau sedang menghadapi tindakan penamatan pengambilan kerja.

ii) Beban Kerja Semasa

- Penilaian beban kerja semasa adalah berdasarkan nilai baki kerja dalam tangan yang belum siap untuk semua projek ketika pembida memasuki Tender/Sebut Harga.

iii) Pengalaman Kerja

- a. Pengalaman kerja pembida adalah pengalaman kerja serupa atau pengalaman kerja sebanding yang diperakukan siap dalam tempoh lima (5) tahun dari tarikh tutup Tender/Sebut Harga.
- b. Kerja serupa ertinya: Kerja yang diliputi oleh kategori yang sama seperti kerja yang di Tender/Sebut Harga.
- c. Kerja sebanding ertinya: Kerja yang diliputi oleh kategori yang berlainan daripada kerja yang di Tender/Sebut Harga.
- d. Sekiranya kategori kerja yang ditender ialah B, maka kerja sebanding adalah kerja dalam kategori CE dan ME. Sekiranya kategori kerja yang dipelawa ialah CE, maka kerja sebanding adalah kerja dalam kategori B dan ME. Kerja kategori F tidak boleh diambil sebagai pengalaman Kerja Bangunan, Kejuruteraan Awam, Mekanikal dan Elektrik. Sekiranya kerja yang ditender ialah F, maka kerja sebanding adalah kerja dalam kategori ME.
- e. Kerja yang diambil kira adalah terhad kepada kerja yang dilaksanakan oleh pembida sebagai kontraktor utama dan

sub-kontraktor yang dinamakan sahaja. Kerja yang dilaksanakan sebagai sub-kontraktor biasa tidak boleh diambil kira melainkan ada pengesahan dari pihak Pegawai Penguasa dan Kontraktor Utama serta jenis dan skop kerja hendaklah bersesuaian dengan kerja yang di Tender/Sebut Harga.

- f. Pembida perlu mengemukakan maklumat pengalaman dalam bentuk salinan surat setuju terima projek yang mengandungi maklumat penting seperti berikut:
 - Tajuk Projek
 - Harga Kontrak
 - Tarikh Siap
 - Pemilik Projek
- g. Pembida layak disyorkan jika ada pengalaman yang serupa atau sebanding.

BORANG PEMBERITAHUAN PEMUNYA BENEFISIAL

Tandakan ☐

- ☐ Berdaftar dengan Suruhanjaya Syarikat Malaysia (SSM) dan telah menyerahkan simpan maklumat pemunyaan benefisial di SSM.
- ☐ Berdaftar dengan SSM dan tidak perlu menyerahkan simpan maklumat pemunya benefisial di SSM (syarikat enterprise) (Perlu menghantar borang tanpa diisi)
- ☐ Tidak berdaftar dengan Suruhanjaya Syarikat Malaysia (SSM) (Perlu menghantar borang tanpa isi)

Nama syarikat : **(WAJIB DIISI)**

Butiran Pemunya Benefisial :

Nama Individu	No. Kad Pengenalan / No. Pasport	Jawatan dalam syarikat (sekiranya ada)	Kewarganegaraan

Saya, nombor kad pengenalan / nombor pasport
 (Nama Pemilik / Pengarah Syarikat)
 yang mewakili syarikat / perniagaan nombor
 pendaftaran dengan sesungguhnya dan sebenarnya mengesahkan bahawa senarai
 (MOF/CIDB/SSM)
 pemunya benefisial syarikat seperti mana pemberitahuan dalam borang ini adalah sama dengan maklumat yang
 diserahkan simpan kepada Suruhanjaya Syarikat Malaysia (SSM) berdasarkan Akta Syarikat 2016 (Akta 777) dan
 garis panduan yang dikeluarkan oleh Suruhanjaya Syarikat Malaysia (SSM).

Yang benar,

Tandatangan : _____
 Nama : _____
 No.KP : _____
 Tarikh : _____
 Cop Syarikat : _____

Catatan:

* Potong mana yang tidak berkenaan

LAMPIRAN 13

**SURAT AKUAN SYARIKAT DALAM MENANGANI JENAYAH
PEMERDAGANGAN ORANG DAN BURUH PAKSA**

KERJA-KERJA MENILAI, MENYELENGGARA, MENEBAH, MELUPUSKAN POKOK-POKOK BERISIKO DAN KERJA-KERJA BERKAITAN DI JALAN TEMPLER, JALAN SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN, JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK TETUAN MAJLIS BANDARAYA PETALING JAYA (TAWARAN SEMULA)

NO. SEBUT HARGA : MBPJ/SH/K/134/2026(R)

Saya, No. Kad Pengenalan
(Nama Wakil Syarikat)
yang mewakili nombor Pendaftaran
(Nama Syarikat) (MOF/PKK/CIDB/ROS/ROC/ROB)
dengan ini mengisytiharkan bahawa saya atau mana-mana orang yang mewakili syarikat ini akan :

- i. Mendidik pekerja dan ahli organisasi mengenai cara mengenal pasti dan melaporkan tanda-tanda pemerdagangan orang dan buruh paksa;
- ii. Meningkatkan kesedaran tentang hak pekerja, perlindungan dan akses kepada remedi; dan
- iii. Memastikan pematuhan kepada undang-undang mengenai jenayah pemerdagangan orang dan buruh paksa selaras dengan Akta Antipemerdagangan Orang dan Antipenyeludupan Migran 2007 (akta 670) dan Akta Kerja 1955 (Akta 265) serta mana-mana peruntukan undang-undang yang berkuat kuasa di Malaysia.

2. Sekiranya saya, atau mana-mana individu yang mewakili syarikat ini didapati terlibat dalam jenayah pemerdagangan orang dan buruh paksa, maka saya sebagai wakil syarikat bersetuju tindakan boleh dikenakan ke atas syarikat di bawah Akta Antipemerdagangan Orang dan Antipenyeludupan migran 2007 (Akta 670) dan Akta Kerja 1955 (Akta 265) serta mana-mana peruntukna undang-undang yang berkuat kuasa di Malaysia.

Yang benar,

Tandatangan : _____
Nama : _____
No.KP : _____
Tarikh : _____
Cop Syarikat : _____

DOKUMEN B
BORANG SEBUTHARGA

MAJLIS BANDARAYA PETALING JAYA

BORANG SEBUTHARGA

Sebutharga bagi

KERJA-KERJA MENILAI, MENYELENGGARA, MENEBAK, MELUPUSKAN POKOK-POKOK BERISIKO DAN KERJA-KERJA BERKAITAN DI KAWASAN JALAN TEMPLER, JALAN SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN, JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK TETUAN MAJLIS BANDARAYA PETALING JAYA. (TAWARAN SEMULA)

Salinan-salinan dokumen di meja sebutharga yang merangkumi pelan-pelan tersebut di atas. Senarai kuantiti dan / atau spesifikasi dan dokumen sebutharga yang lain boleh dilihat di tempat yang dinyatakan dalam notis sebutharga dalam masa waktu pejabat pada mana-mana hari bekerja hingga tarikh akhir yang ditetapkan bagi penyerahan sebutharga.

Kepada :

**DATUK BANDAR PETALING JAYA
MAJLIS BANDARAYA PETALING JAYA
JALAN YONG SHOOK LIN
46675 PETALING JAYA**

Tuan,

Di bawah dan tertakluk kepada syarat-syarat membuat sebutharga yang dilampirkan bersama ini, yang bertandatangan di bawah ini adalah dengan ini membuat sebutharga dan menawar untuk melaksanakan dan menjalankan kerja-kerja dan peruntukan-peruntukan dan membekal semua buruh, bahan dan loji dan segala benda dari tiap-tiap jenis yang masing-masing disebut, ditunjuk, diperihal dan dimaksudkan dalam, atau yang hendak ditakrifkan daripada dokumen sebutharga, yang hendaklah dilaksanakan dan dibekalkan oleh pihak pemborong, bagi kerja-kerja yang diperihalkan di atas, dengan menepati dokumen sebutharga tersebut bagi jumlah wang pukal yang disebut di bawah ini.

2. Yang bertandatangan di bawah ini bersetuju menjadi terikat oleh dan tunduk kepada senarai kuantiti yang tertakluk harganya dan / atau spesifikasi tersebut dan bersetuju bahawa jika sebutharga ini disetujuterima, harga dan kadar harga dalam senarai kuantiti hendaklah diteliti dan diselaraskan oleh Pegawai Penguasa tentang kemunasabahnya tetapi jumlah wang pukal yang disebut di bawah ini hendaklah tetap tak berubah. Senarai kuantiti yang terletak harganya tersebut, selepas diperbetulkan atau diselaraskan hendaklah menjadi asas bagi menilaikan perakuan

3. Dan selanjutnya yang bertandatangan di bawah bersetuju menyiapkan kerja-kerja itu dalam masa **16 Minggu** dari tarikh pemilikan tapakbina atau dalam apa-apa tempoh lanjutan.

4. Yang bertandatangan di bawah ini mengemukakan tawaran melaksanakan kerja-kerja ini dengan kadar seperti berikut:-

.....% tambahan / kurangan / sama** (.....) peratus tambahan / kurangan / sama ** (**Nyatakan Dalam Perkataan**) daripada Jadual kadar harga seperti yang tersenarai dalam dokumen ini.

5. Yang bertandatangan di bawah ini bersetuju bahawa kos siling bagi keseluruhan tempoh kontrak ini berkuatkuasa selama **16 Minggu** tertakluk kepada kelulusan pihak majlis adalah **RM 400,000.00 (Ringgit Malaysia : Empat Ratus Ribu Sahaja) Atau Mana Yang Terdahulu**. Melainkan terdapat apa-apa arahan tambahan dari pegawai penguasa yang disifatkannya sesuai.

6. Bahawasanya adalah diketahui bahawa Majlis sentiasa berhak menyetujui atau menolak sebutharga ini. Samada ianya lebih rendah atau lebih tinggi daripada sebutharga-sebutharga yang lain atau sama amaunnya, yang bertandatangan di bawah ini bersetuju yang sebutharga ini akan berterusan sah dan tidak akan ditarik balik dalam tempoh sembilan puluh (90) hari dari tarikh akhir yang ditetapkan bagi penyerahan sebutharga dan bersetuju bahawa tiada apa-apa had, syarat atau perjanjian lain akan dikenakan oleh kami selepas tarikh tersebut.

7. Yang bertandatangan di bawah ini bersetuju, jika sebutharga ini disetujuterima, mendeposit dengan seberapa segera yang praktik selepas penerimaan surat setujuterima sebutharga tetapi sebelum bermulanya kerja-kerja. Perkara seperti berikut :

- i. **Polisi Risiko Semua Kontraktor (Contractor's All Risk Policy)** atau **Nota Liputan** berserta dengan resit bagi premium yang telah dibayar.
- ii. Nombor pendaftaran di bawah **Skim Keselamatan Sosial Pekerja (PERKESO)** dan / atau.
- iii. **Polisi Insurans Pampasan Pekerja** atau **Nota Liputan** berserta dengan resit bagi premium yang telah dibayar.
- iv. **Bon Pelaksanaan** (Bagi nilai kontrak RM 200,000.00 ke atas)

8. Yang bertandatangan di bawah ini dengan ini juga bersetuju bahawa borang sebutharga ini berserta surat setujuterima sebutharga ini (jika ada) hendaklah menjadi kontrak yang mengikut antara kita walaupun perjanjian yang formal tidak dilaksanakan.

9. Yang bertandatangan di bawah ini mengesahkan selepas menyemak sendiri bahawa dokumen-dokumen dan pelan-pelan yang digunakan oleh yang bertandatangan di bawah ini untuk menyusun sebutharga ini adalah salinan-salinan yang sebenarnya bagi dokumen-dokumen dan pelan-pelan yang dimaksudkan dalam Dokumen Meja Sebutharga.

10. Yang bertandatangan di bawah ini bersetuju bahawa :

- (a) Jika sebutharga ini ditarik balik sebelum tamatnya **Tempoh Sah Sebutharga** atau apa-apa tempoh lanjutan atau
- (b) Jika yang bertandatangan di bawah ini mengenakan apa-apa had, syarat atau perjanjian tambahan kepada sebutharga ini selepas tarikh yang ditetapkan bagi penyerahan sebutharga, atau
- (c) Jika sekiranya sebutharga telah disetujuterima, yang bertandatangan di bawah ini enggan dan tidak meneruskan kerja-kerja, maka dalam mana-mana hal itu, tanpa menyentuh apa-apa hak lain yang ada padanya, Majlis sentiasa berhak mengambil tindakan tatatertib terhadap yang bertandatangan di bawah ini atau membatalkan pendaftaran yang bertandatangan di bawah sebagai pemborong Majlis sebagaimana difikirkan perlu oleh Majlis.

11. Gantirugi Tertentu dan Ditetapkan (Liquidated Ascertained Damages) akan dikenakan dengan kadar RM 30.00 sehari atau mengikut formula iaitu BLR (Base Lending Rate) x Harga Kontrak dibahagi 365 Hari (yang mana tertinggi) di atas kelalaian menyiapkan kerja seperti tarikh yang dinyatakan di dalam surat penerimaan kerja.

Bertarikh pada haribulan 20.....

.....
Tandatangan Pemborong

.....
Meterai atau cop pemborong

Nama Penuh :

Atas Jawatan :
Yang diberi kuasa dengan sepenuhnya
untuk menandatangani sebutharga
ini untuk dan dari pihak

Tandatangan Saksi :

Nama Penuh :

Pekerjaan :

Alamat :

.....

.....

.....

SYARAT-SYARAT MEMBUAT SEBUTHARGA

1. Keseluruhan kerja-kerja yang dinyatakan dalam Dokumen Sebutharga yang dutunjukkan di atas meja sebutharga (kemudian dari ini disebut '**Dokumen Meja Sebutharga**') akan diberi secara kontrak.

2. (a) Tiap-tiap pemborong mestilah menyerahkan dalam satu sampul surat yang bertutup dan bermeteri yang dialamatkan sebagaimana ditetapkan dalam Notis Sebutharga, suatu sebutharga yang sah dalam Borang Sebutharga yang diperuntukan, bersama dengan salinan senarai kuantiti yang diisi dan ditandatangani dengan sempurna. Borang Sebutharga yang tidak lengkap atau tidak bertandatangan akan ditolak.

(b) Tiap-tiap pemborong mestilah mencatatkan dalam ruang yang diperuntukan dalam Borang Sebutharga, masa yang akan dikehendakinya bagi menyiapkan kerja-kerja itu.

(c) Pemborong hendaklah meletakkan harga dalam senarai kuantiti yang hendaklah diisi dengan dakwat dan ditandatangani dengan sempurna oleh pemborong. Kadar harga dan harga dalam senarai kuantiti hendaklah diteliti dan diselaraskan (jika perlu) oleh Pegawai Penguasa tentang kemusnahannya tetapi jumlah wang sebutharga hendaklah tetap tak berubah.

3. Jika mana-mana pemborong :

(a) Menarik balik sebutharga sebelum tamat tempoh sah sebutharga atau apa-apa tempoh lanjutan, atau

(b) Mengenakan had syarat-syarat atau janji tambahan selepas tarikh akhir yang ditetapkan bagi penyerahan sebutharga (dan dalam hal yang sedemikian ianya disifatkan sebagai penarikan balik sebutharga ini).

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 ini atau membatalkan pendaftaran pemborong sebagai kontraktor Majlis sebagaimana difikirkan perlu oleh Majlis.

4. Tiada apa-apa perubahan atau tambahan yang tidak dibenarkan boleh di buat kepada Borang Sebutharga.

5. (a) Sebutharga-sebutharga dan dokumen-dokumen berhubung dengannya yang dinyatakan dalam klausa 2 di atas mestilah diserahkan ditempat dan pada atau sebelum masa yang ditetapkan dalam Notis Sebutharga bagi penyerahan sebutharga.

(b) Jika sesuatu sebutharga tidak diserahkan dengan tangan, pemborong mestilah menguruskan bagi sebutharga dan dokumen-dokumennya yang lain dihantar dengan pos supaya sempat sampai ditempat yang ditetapkan tidak lewat dari masa yang ditetapkan.

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

(d) Tiada-apa-apa jua perbelanjaan yang ditanggung oleh pemborong bagi menyediakan sebutharga boleh dibayar kepadanya.

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

7. Pemborong hendaklah disifatkan telah memeriksa dan meneliti tapakbina dan sekiranya telah berpuashati sebelum menyerahkan sebutharga tentang jenis bumi dan lapisan tanah, bentuk dan jenis tapakbina, takat dan jenis kerja, bahan dan barang yang perlu bagi menyiapkan kerja, cara-cara perhubungan dan akses ke tapak bina, tempat tinggal yang mungkin dikehendaki dan pada amnya hendaklah mendapatkan sendiri segala maklumat yang perlu tentang risiko, luar jangka dan segala hal keadaan yang mempengaruhi dan menjejaskan sebutharga.

8. Sebutharga-sebutharga hendaklah terus sah selama tempoh sembilan puluh (90) hari dari tarikh akhir bagi penyerahan sebutharga sebagaimana yang ditetapkan dalam Notis Sebutharga (dalam syarat-syarat membuat sebutharga ini disebut **TEMPOH SAH SEBUTHARGA** dan tempoh ini boleh dengan persetujuan bersama dilanjutkan jika dan apabila perlu).

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

10. Pemborong yang berjaya (jika ada) hendaklah diberitahu tentang sebutharga dengan surat (disebut '**SURAT SETUJUTERIMA SEBUTHARGA**') dalam tempoh sah sebutharga atau apa-apa tempoh lanjutan Pemborong tersebut hendaklah dengan seberapa segera yang praktik tetapi sebelum bermulanya kerja mendeposit dengan Pegawai Penguasa perkara-perka berikut :

- (a) **Polisi Risiko Semua Kontraktor (Contractor's All Risk Policy)** atau **Nota Liputan** berserta dengan resit bagi premium yang telah dibayar.
- (b) Nombor pendaftaran di bawah **Skim Keselamatan Sosial Pekerja (PERKESO)** dan / atau
- (c) **Polisi Insurans Pampasan Pekerja** atau **Nota Liputan** berserta dengan resit bagi premium yang telah dibayar.

Pemborong tersebut hendaklah juga dalam masa yang berpatutan selepas itu mendeposit Polisi Insurans bagi kerja-kerja itu.

11. Semua jadual butir-butir yang dilampirkan kepada dokumen sebutharga hendaklah diisi dan diserahkan oleh pemborong berserta dengan sebutharganya.

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

13. Perkataan '**PEMBORONG YANG BERJAYA**' hendaklah bererti bahawa pemborong yang mana sebutharga telah diluluskan dan disetuju terima oleh Majlis.

14. Perkataan '**PEMBORONG**' dalam syarat-syarat ini hendaklah disifatkan sebagai termasuk dua orang atau lebih.

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

16. Syarat-syarat membuat sebutharga ini setakat mana syarat-syarat itu mungkin menyentuh pelaksanaan kerja ini hendaklah disifatkan menjadi sebahagian daripada sebutharga ini.

17. Pemborong-pemborong hendaklah mengemukakan salinan sah :

- (a) Salinan Pendaftaran KKM, PKK, CIDB
- (b) Penyata Akaun untuk tiga (3) bulan terakhir
- (c) Kredit Kewangan
- (d) Kredit Bahan

MAJLIS BANDARAYA PETALING JAYA

SYARAT-SYARAT TAMBAHAN

1.0 TEMPOH KONTRAK

- 1.1 Tempoh kontrak adalah selama 16 minggu dan lanjutan adalah atas pilihan MBPJ.
- 1.2 Kontrak ini boleh ditamatkan oleh MBPJ dengan memberi satu (1) bulan notis bertulis tanpa memberi sebarang sebab dan ianya tidak boleh dianggap sebagai pecah syarat kontrak.
- 1.3 Majlis berhak untuk menamatkan pengambilan kerja kontraktor sekiranya kontraktor mungkir adalah seperti berikut :
 - a. Kontraktor melakukan kemungkiran didalam memenuhi obligasinya untuk melaksanakan kerja mengikut peruntukan –peruntukan kontrak iaitu :
 - i. Tanpa sebab yang munasabah menggantung perjalanan kerja
 - ii. Gagal meneruskan kerja mengikut aturan dan tekunnya
 - iii. Gagal melaksanakan kerja mengikut kontrak atau berulang kali cuai menunaikan obligasi dibawah kontrak
 - iv. Mungkir atau berulang kali cuai mematuhi notis bertulis daripada Pegawai Penguasa untuk menukar dan mengganti apa-apa kerja yang cacat/bahan/barang-barang yang tidak sesuai

- v. Kontrak tidak boleh membuat sub-sewa kesemua atau mana-mana bahagian kerja itu tanpa terlebih dahulu mendapat persetujuan bertulis dari pegawai penguasa, yang mana hendaklah jangan ditahan dengan tidak munasabahnyanya yang akan menjejaskan kontraktor, dan persetujuan itu, jika diberi, tidak boleh melepaskan kontraktor dari apa-apa liability atau obligasi dibawah kontrak ini dan dia adalah bertanggungjawab atas pematuhan yang wajar oleh subkontraktor akan semua terma, penetapan dan syarat di bawah kontrak ini.
- vi. Kontraktor tidak boleh menyerah hak kontrak ini atau mana-mana bahagiannya, atau apa-apa faedah atau kepentingan dalamnya atau di bawahnya, melainkan dengan jalan menyerahkan untuk faedah banker kontraktor atau mana-mana institusi kewangan atau perbadanan kewangan, akan apa-apa wang yang kena dibayar atau genap masanya kena dibayar di bawah kontrak ini, tanpa terlebih dahulu mendapat persetujuan bertulis daripada majlis.
- b. Kontraktor tidak berupaya untuk meneruskan dan menyiapkan kerja kerana ;
 - i. Gagal memulakan kerja dalam tempoh dua (2) minggu dari tarikh milik tapak
 - ii. Bangkrap
 - iii. Menjadi taksolven atau membuat penyelesaian dengan pemiutang-pemiutangnya atau membuat perkiraan dengan pemiutang-pemiutangnya
 - iv. Perintah penggulangan (winding up) ke atas kontraktor

- v. Menyebabkan seorang 'liquidator', penerima atau pengurus sementara bagi urusan atau pengusahannya yang dilantik dengan sewajarnya, atau menyerahkan pemilikan supaya diambil oleh atau bagi pihak pemiutang-pemiutang atau pemegang-pemegang debentur

1.4 Penamatan Bersama

- a. Jika sebagaimana tidak disebutkan didalam item no. 1.3 (a dan b), hendaklah mengikut SPP Bil. 12 tahun 2010 (Garis panduan pelaksanaan penamatan bersama (mutual termination) bagi kontrak kerja.

2.0 KEADAAN PECAH SYARAT PERJANJIAN

2.1 **Kontraktor** adalah dianggap melakukan pecah syarat sekiranya berlaku mana-mana daripada perbuatan atau keadaan yang berikut iaitu :-

2.1.1 **Kontraktor** melanggar atau mengingkari mana-mana syarat atau terma atau **Spesifikasi Skop Kerja/Bidang Kerja-Kerja Kontrak** di dalam **Perjanjian** ini atau mana-mana arahan yang dikeluarkan oleh Pegawai Penguasa kepada **Kontraktor**;

2.1.2 **Kontraktor** menamatkan **Perjanjian** ini sebelum tamatnya keseluruhan tempoh yang diperlukan di dalam **Perjanjian** ini;

2.1.3 Didalam keadaan dimana **Kontraktor** digulung atau diisytiharkan terbubar secara proses perundangan samada secara permintaannya sendiri ataupun sebaliknya atau dimana **Kontraktor** menyebabkan sebarang harta bendanya dikompaun atau disita sekiranya **Kontraktor** melakukan urusan komposisi dengan sipiutang atau pemberi kreaditnya;

2.1.4 Gagal, enggan, ingkar atau menolak untuk meremedikan kelakuan pecah syarat dalam jangka masa yang ditetapkan di dalam notis yang dihantar oleh **MBPJ** untuk meremedikan;

MAKA **MBPJ** berhak sepenuhnya menamatkan **Perjanjian** ini diatas sebab-sebab tertentu dengan memberi notis selama satu (1) bulan kepada **Kontraktor TANPA** menjejaskan sebarang hak **MBPJ** ke atas **Kontraktor** bagi sebarang tuntutan ganti rugi, tindakan undang-undang atau lain-lain remedi **MBPJ** berkaitan

dengan mendapatkan kembali sebarang jumlah wang yang tertunggak atau yang belum dibayar atau yang masih terhutang berhubung dengan kelakuan pecah syarat **Kontraktor** dan **Kontraktor** sekaligus lupus segala hak ke atas **Perjanjian** ini.

2.2 Walaupun yang bertentangan yang terkandung di dalam **Perjanjian** ini didalam keadaan dimana **Kontraktor** melakukan pecah syarat **Perjanjian** ini **MBPJ** berhak sepenuhnya secara langsung dengan atau tanpa notis untuk mengambil-alih kawasan kerja tersebut bagi mendapatkan milikan kosong samada dengan atau tanpa mendapat Pemerintah Mahkamah dan berhak mengendalikan, menyita dan merampas sebarang harta milik **Kontraktor** didalam kawasan tersebut termasuk segala kelengkapan, peralatan dan catel milik kontraktor yang akan disimpan oleh **MBPJ** diatas risiko **Kontraktor** tertakluk kepada sebarang syarat dianggap sesuai dikenakan oleh **MBPJ** termasuk untuk melelong dan seterusnya menjualnya dan hasilnya digunakan untuk menjelaskan apa-apa hutang **Kontraktor** yang ada terhadap **MBPJ**.

2.3 Segala kerugian yang dialami oleh **MBPJ** akibat daripada pelanggaran syarat yang dilakukan oleh **Kontraktor** boleh dituntut oleh **MBPJ** sepenuhnya terhadap **Kontraktor** termasuk tuntutan gantirugi kerana gagal memenuhi tempoh sepenuhnya **Perjanjian** ini.

3.0 PENAMATAN AWAL PERJANJIAN

- 3.1 **DB PJ** atau **MBPJ** adalah berhak untuk membuat penamatan awal kepada **Perjanjian** ini dengan memberi notis penamatan awal selama **satu (1)** bulan kepada **Kontraktor**.
- 3.2 **MBPJ** berhak sepenuhnya membuat penamatan awal **Perjanjian** ini di dalam keadaan di mana kerja-kerja kontrak seperti yang diperuntukan di dalam skop kerja diserahkan kepada mana-mana syarikat lain oleh Kerajaan Persekutuan atau Kerajaan Negeri dan tidak terhad kepada sebarang sebab-sebab lain seperti arahan Kerajaan Persekutuan atau Kerajaan Negeri atau sebarang perubahan polisi.
- 3.3 **MBPJ** berhak di dalam keadaan di mana berlakunya penamatan awal seperti yang disebut di dalam Perkara 3.1 dan 3.2 di atas, mengambilalih kesemua kawasan dan kerja-kerja kontrak tersebut dan berhak melantik mana-mana kontraktor/syarikat bagi melaksanakan kerja-kerja kontrak tersebut.
- 3.4 Didalam keadaan dimana berlakunya penamatan awal seperti yang dibuat di dalam Perkara 3.1 dan 3.2 di atas, maka **MBPJ** adalah tidak boleh dianggap sebagai telah melanggar syarat dan terma **Perjanjian** ini dan **Kontraktor** adalah tidak berhak menuntut sebarang apa-apa ganti rugi, kos, atau perbelanjaan yang ditanggung oleh **Kontraktor** terhadap **MBPJ** akibat daripada penamatan awal **Perjanjian**.

DOKUMEN C
SURAT SETUJU TERIMA

No. *Sebut Harga / Tender / Kontrak : – (Mesy. Bil)

SURAT SETUJU TERIMA
(Bagi Sebut Harga / Tender Kerja)

Rujukan Kami :

Tarikh :

Nama dan Alamat Kontraktor

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

(U.P :)

Tuan,

****Sebut Harga / Tender Untuk :**

CADANGAN TAWARAN
.....
.....

No. **Sebut Harga / Tender / Kontrak : SH / T

Dengan ini dimaklumkan bahawa Kerajaan telah bersetuju menerima tawaran *Sebut Harga / Tender syarikat tuan dengan harga sebanyak **Ringgit Malaysia** :
iaitu (RM**)** yang merupakan harga kontrak bagi tempoh kontrak selama tertakluk kepada dokumen *Sebut Harga / Tender yang menjadi sebahagian daripada perolehan ini dan Surat Setuju Terima ini berserta dengan **Lampiran A** kepada Surat Setuju Terima iaitu maklumat terperinci kontrak (selepas ini disebut sebagai "Surat ini").

2. Dengan pengakuan penerimaan Surat ini, suatu kontrak yang mengikat terbentuk antara Kerajaan dengan syarikat tuan. Satu dokumen kontrak hendaklah ditandatangani dengan kadar segera dengan memasukkan semua terma sebagaimana dokumen *Sebut Harga / Tender serta semua terma dalam **Lampiran A**. Sehingga dokumen kontrak tersebut ditandatangani, Surat ini hendaklah terus mengikat kedua-dua pihak.

3. Harga kontrak adalah termasuk peruntukan Kerajaan sebanyak 0% cukai jualan memandangkan kerja ini dikenakan cukai dan syarikat tuan telah berdaftar dengan Jabatan Kastam ^{Jualan 2018} Diraja Malaysia (JKDM). Pembayaran cukai jualan ini adalah dikira berdasarkan tuntutan sebenar dan tarikh kuat kuasa pendaftaran syarikat tuan dengan JKDM.

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

1 daripada 14

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

(Perenggan 3 di atas adalah terpakai untuk perolehan Bekalan yang diberi pengecualian cukai di bawah Perintah Cukai Jualan (Orang Yang Dikecualikan Daripada Pembayaran Cukai) 2018)

*3. Harga kontrak adalah termasuk peruntukan Kerajaan sebanyak 0% cukai jualan ^{Akta Cukai Jualan} memandangkan barangan ini dikenakan cukai dan syarikat tuan telah berdaftar dengan Jabatan Kastam Diraja Malaysia (JKDM). Pembayaran cukai jualan ini adalah dikira berdasarkan tuntutan sebenar dan tarikh kuat kuasa pendaftaran syarikat tuan dengan JKDM.

(Perenggan 3 di atas adalah terpakai untuk syarikat yang berdaftar dengan JKDM dan Barangan Dikenakan Cukai di bawah Akta Cukai Jualan 2018)

*3. Harga kontrak adalah tidak termasuk peruntukan Kerajaan sebanyak 0% cukai ^{Akta Cukai Jualan} jualan memandangkan syarikat tuan tidak berdaftar dengan Jabatan Kastam Diraja Malaysia (JKDM). Sekiranya syarikat tuan telah berdaftar dengan JKDM, tuan adalah dikehendaki untuk memaklumkan nombor pendaftaran dan tarikh kuat kuasanya kepada Kerajaan untuk pelarasan harga kontrak dalam tempoh tujuh (7) hari dari tarikh surat kelulusan JKDM. Pembayaran cukai jualan ini adalah dikira berdasarkan tuntutan sebenar dan tarikh kuat kuasa pendaftaran syarikat tuan dengan JKDM.

(Perenggan 3 di atas adalah terpakai untuk syarikat yang tidak berdaftar dengan JKDM dan Barangan Dikenakan Cukai di bawah Akta Cukai Jualan 2018)

4. Pelarasan harga dan kadar harga dalam *Jadual Kadar Harga dan/atau Ringkasan Tender atau Senarai Kuantiti, mengikut yang mana berkenaan setelah diteliti dan diselaraskan oleh Kerajaan tentang kemunasabahannya, yang mana akan menjadi sebahagian daripada terma-terma kontrak. Walau bagaimanapun, Jumlah Harga Kontrak seperti di atas adalah kekal tidak berubah.

5. Tarikh milik tapak seperti yang disebutkan dalam Syarat-syarat Kontrak ialah pada..... Walau bagaimanapun, tuan adalah diingatkan bahawa tiada kerja boleh dibuat **melainkan** jika tuan telah mengemukakan kepada Kerajaan dokumen-dokumen berikut:

(a) Suatu bon pelaksanaan yang tidak boleh dibatalkan yang berjumlah **Ringgit Malaysia** : (RM) dan jikalau Bon Pelaksanaan gagal dikemukakan pada tarikh milik tapak, Kerajaan berhak untuk melaksanakan kaedah Wang Jaminan Pelaksanaan.

Bon pelaksanaan hanya dikenakan kepada perolehan yang bernilai RM200,000 dan ke atas sahaja.

(b) Suatu polisi risiko semua kontraktor (Contractor's All Risk Policy) nilai insurans yang tidak boleh dibatalkan yang berjumlah **Ringgit Malaysia** : (RM) dan resit premium;

(c) Suatu polisi insurans pampasan pekerja (Workmens Competition) nilai insurans yang tidak boleh dibatalkan yang berjumlah **Ringgit Malaysia** : (RM)
(Merupakan anggaran jumlah pendapatan daripada pekerja-pekerja kontraktor yang tidak termasuk dalam Skim Perkeso)

(d) Nombor Kod Majikan di bawah Skim PERKESO dan/atau Polisi Pampasan Pekerja;

(e) Nombor Pendaftaran Kumpulan Wang Simpanan Pekerja (KWSP),

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

Pihak tuan adalah DIWAJIBKAN mengambil dan mengemukakan semua jenis perlindungan Insuran melalui syarikat PNSB INSURANCE BROKERS SDN. BHD. sahaja.

mengikut ketetapan seperti di **Lampiran A**. Walau bagaimanapun, bagi memulakan kerja-kerja dan bukan maksud lain, tuan boleh menyerahkan Nota-nota Liputan bagi maksud polisi-polisi insurans tersebut dan resit-resit premium yang telah dibayar itu kepada Pegawai Penguasa. Tuan dikehendaki menyerahkan Polisipolisi Insurans yang berkenaan (jika belum diserahkan) menurut perenggan ini, dalam tempoh tidak lewat 30 hari daripada tarikh penyerahan Nota-nota Liputan. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan, boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa cara jua bertanggung terhadap tuan **melainkan jika** penepian bertulis diberikan oleh orang yang diberi kuasa, bagi kerja yang perlu dibuat dengan segera atau serta-merta apabila kelewatan itu akan memudarat dan menjejaskan perkhidmatan dan kepentingan awam.

6. Setelah arahan dikeluarkan oleh Kerajaan, tuan dikehendaki melaksanakan kerja dalam tempoh yang ditetapkan dan kualiti kerja tersebut hendaklah memuaskan hati serta memenuhi kehendak Kerajaan. Sekiranya tuan gagal melaksanakan kerja dalam tempoh yang ditetapkan, Kerajaan berhak membatalkan arahan yang dikeluarkan dan/atau mengenakan Liquidated & Ascertained Damages (LAD) seperti yang ditetapkan dalam Lampiran A.

~~*7. Syarikat tuan juga adalah dikehendaki melaksanakan program Professional Training And Education For Growing Entrepreneurs Ready To Work (PROTÉGÉ RTW) seperti yang ditetapkan oleh Kerajaan berdasarkan harga kontrak dengan bilangan minimum peserta PROTÉGÉ RTW sebanyak orang tanpa sebarang kos. Bil. minimum peserta kepada Kerajaan. Bilangan minimum peserta yang diperlukan hendaklah ¹/₂ dikira berdasarkan formula di bawah:~~

$$\frac{1\% \times \text{Harga Kontrak}^*}{\text{RM24,000}^{**}}$$

~~*Bagi tujuan pengiraan PROTÉGÉ RTW, Harga Kontrak adalah nilai tawaran yang dipersetujui tanpa cukai~~

~~**Elaun PROTÉGÉ RTW (RM2,000 seorang x 12 bulan)~~

~~Perenggan ini terpakai sekiranya Harga Kontrak melebihi nilai ambang dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK~~

~~*7. Syarikat tuan juga adalah digalakkan melaksanakan program Professional Training And Education For Growing Entrepreneurs Ready To Work (PROTÉGÉ RTW) seperti yang ditetapkan oleh Kerajaan.~~

~~Perenggan ini terpakai sekiranya Harga Kontrak di bawah nilai ambang dan syarikat digalakkan untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2.~~

8. ~~Bagi tujuan program PROTÉGÉ RTW ini, syarikat tuan adalah dikehendaki untuk:~~

- ~~mengemukakan Jadual Pelaksanaan Program PROTÉGÉ RTW berdasarkan tempoh kontrak kepada Sekretariat PROTÉGÉ RTW untuk kelulusan dalam tempoh dua (2) minggu selepas tarikh pengakuan penerimaan Surat ini oleh syarikat tuan;~~
- ~~melaksanakan program ini mengikut Jadual Pelaksanaan Program PROTÉGÉ RTW yang diluluskan oleh Sekretariat PROTÉGÉ;~~
- ~~mengemaskini maklumat berkaitan pengalaman syarikat melaksanakan program PROTÉGÉ RTW dalam sistem ePerolehan di Kementerian Kewangan atau sistem di Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB), mengikut mana yang berkaitan;~~
- ~~mengemukakan sijil atau surat pengesahan oleh Sekretariat PROTÉGÉ kepada Agensi sebaik sahaja pelaksanaan program PROTÉGÉ RTW selesai; dan~~

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

(e) ~~mengemukakan laporan berkaitan pelaksanaan program PROTÉGÉ RTW kepada Sekretariat PROTÉGÉ.~~

~~*9. Sekiranya syarikat tuan gagal mematuhi mana-mana terma di perenggan 6 dan 7 atau arahan oleh Kerajaan, Kerajaan berhak untuk tidak mempertimbangkan sebarang tawaran kontrak baharu atau pelanjutan kontrak pada masa hadapan kepada syarikat tuan.~~

Perenggan ini terpakai sekiranya Harga Kontrak melebihi nilai ambang dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2. Bagi Harga Kontrak di bawah nilai ambang, perenggan ini hendaklah dipotong.

10. Syarikat Tuan hendaklah merujuk dan mengadakan perbincangan lebih lanjut dengan pihak Technology Depository Agency (TDA)* sebagai agensi pelaksana bagi menentu dan memuktamadkan butiran projek-projek ICP untuk dimasukkan di dalam Perjanjian Utama ICP yang akan ditandatangani antara pihak Kerajaan dengan Syarikat Tuan secara bersama dengan Kontrak Perolehan Utama.

*Bahagian Industri Pertahanan untuk perolehan di Kementerian Pertahanan

11. Syarikat Tuan hendaklah melaksanakan dan menyempurnakan projek ICP dengan jumlah Nilai Kredit ICP Mandatori untuk projek ICP hendaklah bersamaan dengan sekurang-kurangnya seratus peratus (100%) daripada Nilai Kontrak Perolehan Utama.

12. Syarikat Tuan hendaklah mengemukakan kepada Kerajaan, suatu Bon Pelaksanaan yang tidak boleh dibatalkan dalam bentuk Jaminan Bank bagi pelaksanaan ICP yang bersamaan dengan lima peratus (5%) daripada Nilai Kontrak Perolehan Utama dalam tempoh empat belas (14) hari dari tarikh Perjanjian ICP Utama ditandatangani. Tempoh sah laku Bon Pelaksanaan tersebut hendaklah bermula dari tarikh ianya dikeluarkan sehingga dua belas (12) bulan selepas pelaksanaan penuh Program ICP dan penyempurnaan sepenuhnya jumlah Nilai Kredit ICP Mandatori

13. Syarikat tuan juga adalah diingatkan bahawa Kerajaan berhak untuk membatalkan Surat ini sekiranya:

- a. syarikat tuan gagal mematuhi mana-mana terma di perenggan 5 dalam tempoh masa yang ditetapkan;
- b. syarikat tuan gagal mematuhi mana-mana terma yang dinyatakan dalam Surat Akuan Pembida Berjaya;
- c. syarikat tuan gagal memulakan kerja dalam tempoh dua (2) minggu dari tarikh milik tapak;
- d. syarikat tuan telah membuat salah nyataan (*misrepresentation*) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaan bagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan bon pelaksanaan atau dokumen lain yang palsu atau yang telah diubah suai;
- e. syarikat tuan membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;
- f. syarikat tuan terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses tender sehingga dokumen kontrak ditandatangani;
- g. syarikat tuan telah memberikan subkontrak sama ada sepenuhnya atau sebahagiannya perkhidmatan tanpa kelulusan Kerajaan terlebih dahulu. Sekiranya Kerajaan meluluskan permohonan syarikat tuan untuk memberikan subkontrak sebahagian kerja atau keseluruhan kerja, kelulusan tersebut adalah tertakluk kepada syarikat tuan mengikat perjanjian hak (*Deed Of Assignment*) dengan Subkontraktor terlebih dahulu;
- h. syarikat gagal menyempurnakan kerja dalam tempoh yang ditetapkan seperti di **Lampiran A**;

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

- i. syarikat tuan gagal mematuhi mana-mana terma/arahan di dalam dokumen tender;
 - j. syarikat tuan/ pemilik/ rakan kongsi/ pengarah telah disabitkan atas kesalahan jenayah di dalam atau luar Malaysia;
 - k. syarikat tuan digulungkan;
 - l. syarikat tuan membekal barang-barang yang tidak tulen, bukan baharu atau yang terpakai; kontraktor gagal/mungkir dalam melaksanakan tanggung jawabnya sepertimana ditetapkan dalam Syarat-syarat Kontrak;
 - m. syarikat tuan tidak mendapat kelulusan daripada Kerajaan terlebih dahulu bagi apa-apa penjualan atau pemindahan ekuiti sepanjang tempoh kontrak ini berkuat kuasa; atau
 - n. terdapat perkara yang melibatkan kepentingan awam atau keselamatan dan kepentingan negara.
14. Sekiranya Surat ini dibatalkan atas alasan seperti yang ditetapkan di perenggan 10, Kerajaan tidak akan bertanggungjawab terhadap apa-apa kerugian syarikat tuan termasuk kerugian masa hadapan.
15. Bersama-sama Surat ini disertakan Surat Akuan Pembida Berjaya dan Surat Akuan Sumpah Syarikat seperti di **Lampiran B** dan **Lampiran C** untuk ditandatangani oleh syarikat tuan dan dikembalikan bersamasama dengan Surat ini.
16. Syarikat tuan juga adalah dikehendaki untuk mengemukakan dokumen berikut bersama-sama dengan Surat ini yang telah ditandatangani balas oleh tuan, untuk kelulusan Pegawai Penguasa sebelum memulakan kerja di tapak bina:
- a) Senarai nama subkontraktor berserta pengalamannya dengan menyatakan bahagian kerja yang terlibat; dan
 - b) Program Kerja bagi pelaksanaan projek ini.
17. Kegagalan pihak kontraktor dan subkontraktor yang menjalankan kerja-kerja di bawah seliaan Majlis mengikut spesifikasi di dalam prosedur dan syarat-syarat Keselamatan, Kesihatan Pekerjaan dan Alam Sekitar (OSHE) yang telah ditetapkan oleh Majlis akan menyebabkan tindakan penalti.
18. Pihak kontraktor dan subkontraktor juga dikehendaki berdaftar dengan Sistem OSHE MBPJ di pautan <http://www.pjsmartcity.gov.my/OSHE> sebelum menghadiri Mesyuarat Serah Tapak.
19. Berdasarkan kepada Tempoh Siap Kerja yang disebut-hargakan selama(.....) hari / minggu / bulan / tahun *, Tarikh Siap untuk seluruh kerja-kerja di bawah kontrak ini ialah.....
20. Surat ini dihantar kepada syarikat tuan dalam tiga (3) salinan. Sila kembalikan ke pejabat ini salinan asal dan kedua berserta lampiran yang berkaitan yang telah ditandatangani dengan sempurna oleh syarikat tuan dan saksi syarikat tuan tidak melebihi *3/7/14 hari dari tarikh Surat ini diterima untuk tindakan kami selanjutnya. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa jua bertanggungjawab terhadap syarikat tuan.
- 21.
22. Caj Perkhidmatan bagi penyediaan perjanjian dokumen kontrak *Sebut Harga / Tender akan dikenakan kepada syarikat tuan seperti kadar harga yang telah ditetapkan. Pembayaran caj tersebut boleh dibuat melalui kaedah *Tunai / Bank Draft (atas nama Majlis Bandaraya Petaling Jaya). **Sebarang pertanyaan**, syarikat boleh merujuk ke **Unit Perundangan di Tingkat 5 Menara MBPJ**, Majlis Bandaraya Petaling Jaya.

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

Kadar Caj Perkhidmatan bagi Penyediaan Dokumen Kontrak.

Bil	Nilai Kontrak (RM)	Caj			
		Perjanjian Utama		Perjanjian Lanjutan	
1.	< 50,000.00	RM 500.00		RM 250.00	
2.	50,001.00 > 100,000.00	RM 1,000.00		RM 500.00	
3.	100,001.00 > 300,000.00	RM 2,000.00	√	RM 1,000.00	
4.	300,001.00 > 500,000.00	RM 3,000.00		RM 1,500.00	
5.	500,001.00 > 1,000,000.00	RM 5,000.00		RM 2,500.00	
6.	1,000,001.00 dan keatas	RM 8,000.00 atau 0.5% (mana-mana yang lebih tinggi tetapi tidak melebihi RM 10,000.00)		RM 4,000.00 atau 0.5% (mana-mana yang lebih tinggi tetapi tidak melebihi RM 5,000.00)	
Panel peguam boleh dilantik bagi kontrak yang mempunyai nilai sangat tinggi dan berisiko					

(a) Caj Perkhidmatan yang dikenakan bagi penyediaan dokumen kontrak *Sebut Harga / Tender berjumlah **Ringgit Malaysia** : iaitu (RM) dan hendaklah dijelaskan dan mengembalikan salinan resit pembayaran sebagai bukit pembayaran sebelum dokumen perjanjian ditandatangani.

(b) Dokumen kontrak diperlukan bagi perolehan seperti berikut :-

- i) Tempoh bekalan, perkhidmatan dan kerja melebihi 16 minggu.
- ii) Apabila Nilai kontrak melebihi RM500,000.00.
- iii) Semua jenis perolehan yang di laksanakan secara tender.

*Sebarang kegagalan syarikat membuat pembayaran akan menyebabkan dokumen kontrak tidak dapat disiapkan mengikut tempoh yang ditetapkan.

Sekian, terima kasih.

“SELANGOR MAJU BERSAMA”

“BERKHIDMAT UNTUK NEGARA”

Saya yang menjalankan amanah,

(.....)
 Pegawai Penguasa,
 Pengarah,

 Majlis Bandaraya Petaling Jaya

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

PENGAKUAN PENERIMAAN SURAT SETUJU TERIMA DAN LAMPIRAN YANG BERKAITAN OLEH SYARIKAT

Dengan ini disahkan bahawa yang bertandatangan di bawah ini mengakui penerimaan Surat ini dan lampiran yang berkaitan yang rujukannya ialah MBPJ.JKP08.400 – 5/8/78 (9) bertarikh dan bersetuju dengan terma dan syarat yang terkandung dalam Surat ini tanpa syarat yang mana salinan kepada Surat ini telah pun disimpan, dan selanjutnya disahkan bahawa tiada apa-apa terma, syarat atau stipulasi tambahan kepada yang terkandung dalam dokumen *Sebut Harga / Tender dan Surat ini telah dikenakan.

Tandatangan Syarikat :

Tandatangan Saksi Syarikat :

.....
Nama Penuh :
No. Kad Pengenalan :
Alamat :
Tarikh :

.....
Nama Penuh :
No. Kad Pengenalan :
Alamat :
Tarikh :

Meterai atau Cap Syarikat

**potong mana yang tidak berkenaan*

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

Lampiran A

BUTIRAN KONTRAK

CADANGAN MENURAP
.....
.....

1. Pendaftaran Syarikat Dengan Suruhanjaya Syarikat Malaysia (SSM) Atau Pendaftaran Koperasi Dengan Suruhanjaya Koperasi Malaysia (SKM)(jika berkaitan)
 - 1.1 No. Pendaftaran :
 - 1.2 Tempoh Sah Laku : **Aktif**
2. Pendaftaran dengan Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB) Di Bawah Perakuan Pendaftaran Kontraktor
 - 2.1 No. Pendaftaran :
 - 2.2 Tempoh Sah Laku :
 - 2.3 Gred :
 - 2.4 Kategori :
 - 2.5 Pengkhususan :
3. Pendaftaran dengan Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB) Di Bawah Sijil Perolehan Kerja Kerajaan (jika berdaftar)
 - 3.1 No. Pendaftaran :
 - 3.2 Tempoh Sah Laku :
 - 3.3 Gred :
 - 3.4 Kategori :
 - 3.5 Pengkhususan :
4. Pendaftaran dengan Pusat Khidmat Kontraktor (PKK) (Sijil Bumiputera) (jika berdaftar)
 - 4.1 No. Pendaftaran :
 - 4.2 Tempoh Sah Laku :
 - 4.3 Gred Kontraktor :

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

5. **Pendaftaran dengan Pusat Pendaftaran Kontraktor Kerja, Bekalan Perkhidmatan Negeri Sabah (PUKONSA) (jika berdaftar)**

5.1	No. Pendaftaran	:	}	TIDAK BERKAITAN
5.2	Tempoh Sah Laku	:		
5.3	Gred Kontraktor	:		
5.4	Kepala	:		
5.5	Sub Kepala	:		

6. **Pendaftaran dengan Unit Pendaftaran Kontraktor dan Juruperunding, Pejabat Setiausaha Kewangan Negeri Sarawak (UPKJ) (jika berdaftar)**

6.1	No. Pendaftaran	:	}	TIDAK BERKAITAN
6.2	Tempoh Sah Laku	:		
6.3	Gred Kontraktor	:		
6.4	Kod Bidang	:		

7. **Pendaftaran Cukai Perkhidmatan dengan Jabatan Kastam Diraja Malaysia (jika berdaftar), sekiranya berkaitan**

7.1	No. Pendaftaran	:
7.2	Tempoh Sah Laku	:

8. **Harga dan Tempoh Kontrak**

8.1 Harga *Sebut Harga :
/Tender

(butiran harga seperti di Lampiran A1)

Lampiran A1 adalah merupakan borang dalam dokumen tender dengan harga yang ditandatangani oleh syarikat. / sebut harga

8.2 Peruntukan Cukai : **RM 0.00**
Perkhidmatan

8.3 Harga Kontrak :

8.4 Tempoh Kontrak :

8.5 Tarikh Mula Kontrak :

8.6 Tarikh Tamat Kontrak :

9. ***Bon Pelaksanaan**

9.1 Kadar Bon : 5%
Pelaksanaan

9.2 Formula Bon : **5% x**

9.3 Nilai Bon :
Pelaksanaan

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

9.4 Bentuk Bon : Jaminan Bank/ Bank Islam/ Bank Pembangunan Malaysia Pelaksanaan Berhad; atau Jaminan Syarikat Kewangan; atau Jaminan Insurans/ Takaful.

Jikalau Bon Pelaksanaan gagal dikemukakan pada tarikh milik tapak, Kerajaan berhak untuk melaksanakan kaedah Wang Jaminan Pelaksanaan.

9.5 Tempoh Sah Laku : *Dari tarikh kuat kuasa kontrak sehingga 12 bulan selepas tamat Tempoh Tanggungan Kecacatan (DLP) – bagi projek bernilai sehingga RM10 juta; atau

~~*Dari tarikh kuat kuasa kontrak sehingga 24 bulan selepas tamat Tempoh Tanggungan Kecacatan (DLP) – bagi projek bernilai melebihi RM10 juta.~~

10. **No. Kod Majikan PERKESO/No. Pendaftaran KWSP/*Polisi Risiko Semua Kontraktor**

10.1 No. Kod Majikan :
PERKESO

10.2 No. Pendaftaran :
KWSP

10.3 Nilai Polisi :

10.4 Tempoh Perlindungan : Meliputi tempoh kontrak + tempoh tanggungan kecacatan + 3 bulan + 14 hari

11. **Polisi Insurans Pampasan Pekerja**

11.1 Nilai Polisi :

11.2 Tempoh Perlindungan : Meliputi tempoh kontrak + tempoh tanggungan kecacatan + 3 bulan + 14 hari

12. **Kenaan Liquidated & Ascertained Damages (LAD)**

(Lewat menyiapkan kerja mengikut jadual yang ditetapkan)

(Kadar sehari RM30.00 sehari @ mengikut formula (yang mana tertinggi)

12.1 Formula : $6.85\% \times \frac{\text{.....}}{365 \text{ Hari}}$

12.2 Kadar sehari :

13. ***Professional Training And Education For Growing Entrepreneurs-Ready To Work (PROTÉGÉ-RTW) (jika berkaitan)**

(Bagi perolehan yang telah melebihi nilai ambang berdasarkan 1PP/PK1.2)

13.1 Tertakluk kepada : Ya / Tidak
pelaksanaan Program
PROTÉGÉ-RTW

13.2 Bilangan minimum : peserta
peserta PROTÉGÉ-RTW

*Potong mana yang tidak berkenaan

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

Salinan Kepada :

Ketua Penolong Pengarah (Perolehan),
Bahagian Perolehan,
Jabatan Khidmat Pengurusan
Majlis Bandaraya Petaling Jaya
(u.p. : **Puan. Sr. Hajjah Saliza Binti Mohd Masri, CQS, P.P.T**)

Lembaga Pembangunan Industri Pembinaan Malaysia
CIDB Selangor,
Tingkat 5, Wisma PKPS,
Persiaran Perbandaran,
Seksyen 14,
40675 Shah Alam,
Selangor Darul Ehsan
(u.p. : **Encik Mohd Noor Bin Ab. Rahman**)

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

Lampiran B

SURAT AKUAN PEMBIDA BERJAYA

CADANGAN

(No. Tender : MBPJ/TD/K/.....)

Saya, No. Kad Pengenalan
yang mewakili (nama syarikat) nombor Pendaftaran (*MOF/CIDB/SSM)
..... dengan ini mengisytiharkan bahawa saya atau mana-mana orang yang mewakili
syarikat ini:

- i. tidak akan menawarkan, menjanjikan atau memberikan apa-apa suapan kepada manamana orang dalam mana-mana Kementerian/Agensi* atau mana-mana orang lain, sebagai suapan untuk dipilih dalam mana-mana perolehan; dan
- ii. tidak akan melakukan atau terlibat dengan tipuan bida dalam mana-mana perolehan.

Bersama 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 terlibat dalam membuat pakatan harga dengan syarikat lain atau apa-apa pakatan sepanjang proses perolehan atau menawarkan, menjanjikan atau memberikan apa-apa suapan kepada mana-mana orang dalam **MAJLIS BANDARAYA PETALING JAYA** atau mana-mana orang lain sebagai dorongan untuk dipilih dalam tender/sebut harga* seperti di atas, maka saya sebagai wakil syarikat bersetuju tindakan-tindakan boleh berikut diambil:

- 2.1 Penarikan balik tawaran kontrak bagi perolehan di atas; atau
- 2.2 Penamatan kontrak bagi perolehan di atas; dan
- 2.3 Lain-lain tindakan undang-undang/tatatertib mengikut undang-undang/peraturan perolehan Kerajaan yang berkuat-kuasa.

3. Saya sesungguhnya faham bahawa tindakan berikut akan diambil :

- 3.1 Didakwa bagi kesalahan** di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694] dan Kanun Keseksaan [Akta 574] serta boleh dihukum di bawah undang-undang masing-masing untuk kegagalan saya atau mana-mana orang yang mewakili syarikat ini untuk mematuhi perkara (i); atau
- 3.2 tindakan boleh dikenakan ke atas syarikat di bawah Akta Persaingan 2010 [Akta 712] atas kegagalan saya atau mana-mana orang yang mewakili syarikat ini untuk mematuhi perkara (ii). Sekiranya syarikat didapati melanggar peruntukan seksyen 4(2)(d) Akta 712, syarikat boleh didenda tidak melebihi sepuluh peratus (10%) daripada pusing ganti (*turn over*) seluruh dunia sepanjang tempoh suatu pelanggaran itu berlaku.

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

4. Sekiranya terdapat mana-mana orang cuba memperolehi atau meminta apa-apa suapan daripada saya atau mana-mana orang yang berkaitan dengan syarikat ini sebagai dorongan untuk dipilih dalam perolehan seperti di atas, maka saya berjanji akan dengan segera melaporkan perbuatan tersebut kepada pejabat Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran. Saya sedar bahawa kegagalan saya berbuat demikian adalah merupakan suatu kesalahan di bawah seksyen 25 (1) Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694] dan boleh dihukum di bawah seksyen 25 (2) akta yang sama, apabila disabitkan boleh didenda tidak melebihi RM100,000 atau penjara selama tempoh tidak melebihi sepuluh tahun atau kedua-duanya.

5. Saya sesungguhnya faham bahawa syarikat melakukan kesalahan jika seseorang yang bersekutu dengan syarikat*** memberikan, menjanjikan atau menawarkan suapan untuk memperolehi atau mengekalkan perniagaan atau faedah dalam menjalankan perniagaan di bawah seksyen 17A Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694], apabila disabitkan kesalahan boleh didenda tidak kurang daripada sepuluh kali ganda jumlah atau nilai suapan, atau RM1 juta, atau dipenjarakan selama tempoh tidak melebihi dua puluh tahun atau kedua-duanya.

Yang benar,

Tandatangan :

Nama :

No.KP :

Tarikh :

Cop Syarikat :

Catatan:

- (i) **termasuk kesalahan ditetapkan dalam Jadual (Perenggan 3 (a), takrif "kesalahan ditetapkan") Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694] yang boleh dihukum di bawah Kanun Keseksaan.
- (ii) ***seseorang yang bersekutu dengan syarikat merujuk kepada seksyen 17A (6) Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694], iaitu seseorang itu bersekutu dengan organisasi komersial jika dia seorang pengarah, pekongsi atau pekerja organisasi komersial itu atau dia ialah orang yang melaksanakan perkhidmatan untuk atau bagi pihak organisasi komersial itu.
- (iii) Surat Akuan ini hendaklah dikemukakan bersama surat perwakilan kuasa.
- (iv) Takrifan perusahaan di bawah Akta 712 merangkumi syarikat yang terlibat dengan perolehan Kerajaan.

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. *Sebut Harga/ Tender / Kontrak : – (Mesy. Bil)

Lampiran C

SURAT AKUAN SUMPAH SYARIKAT

Saya.....nombor kad pengenalan.....
yang mewakili syarikat nombor pendaftaran.....
(*MOF/CIDB/SSM) dengan sesungguhnya dan sebenarnya mengaku bahawa:

- (a) syarikat **TIDAK** membuat salah nyataan (*misrepresentation*) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaan bagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan bon pelaksanaan atau dokumen lain yang palsu atau yang telah diubah suai;
- (b) syarikat **TIDAK** membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;
- (c) syarikat **TIDAK** terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses *Sebut Harga / Tender sehingga dokumen kontrak ditandatangani;
- (d) syarikat/ pemilik/ rakan kongsi/ pengarah **TIDAK** disabitkan atas kesalahan jenayah di dalam atau luar Malaysia; dan
- (e) syarikat **TIDAK** digulungkan.

Sekiranya pada bila-bila masa, dibuktikan bahawa pengisytiharan perenggan di atas adalah tidak benar, Kerajaan berhak menarik balik tawaran kontrak atau menamatkan perkhidmatan syarikat bagi projek ini.

Dan saya membuat Surat Akuan Bersumpah ini dengan kepercayaan bahawa apa-apa yang tersebut di dalamnya adalah benar serta menurut Akta Akuan Berkanun 1960.

Diperbuat dan dengan)
sebenar-benarnya diakui oleh)
.....) Tandatangan
di.....)
pada)
Di hadapan saya,

.....
Pesuruhjaya Sumpah

Catatan:

- i. *Potong mana yang tidak berkenaan.
- ii. Surat akuan ini hendaklah ditandatangani oleh hanya penama di sijil pendaftaran MOF / CIDB

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

PK 1.6 - INTEGRITI DALAM PEROLEHAN KERAJAAN

KLAUSA PENCEGAHAN RASUAH DAN TIPUAN BIDA DALAM DOKUMEN PEROLEHAN KERAJAAN

Versi Bahasa Kebangsaan

“PENAMATAN DISEBABKAN OLEH RASUAH, TIPUAN BIDA, AKTIVITI HARAM ATAU AKTIVITI YANG MENYALAHAI UNDANG-UNDANG ATAU TIPUAN BIDA

- a) Tanpa prasangka kepada apa-apa hak lain Kerajaan, sekiranya [Syarikat/Kontraktor], kakitangan, pengkhidmat atau pekerjanya disabitkan oleh Mahkamah atas kesalahan rasuah atau aktiviti haram atau aktiviti yang menyalahi undang-undang atau didapati melakukan pelanggaran larangan tipuan bida di bawah Akta Persaingan 2010 [Akta 712] yang berkaitan dengan Perjanjian ini atau apa-apa perjanjian lain yang dimasuki oleh [Syarikat/Kontraktor] dengan Kerajaan, Kerajaan hendaklah berhak untuk menamatkan Perjanjian ini pada bila-bila masa, dengan memberi notis bertulis dengan serta merta kepada [Syarikat/Kontraktor] untuk menyatakan sedemikian kepada [Syarikat/Kontraktor].
- b) Kerajaan berhak menuntut daripada [Syarikat/Kontraktor] apa-apa bentuk pampasan, kos, ganti rugi, kerosakan dan perbelanjaan termasuk apa-apa kos perbelanjaan sampingan yang ditanggung oleh Kerajaan akibat daripada penamatan itu.
- c) Pihak-Pihak bersetuju bahawa [Syarikat/Kontraktor] tidak berhak kepada apa-apa bentuk kerugian termasuk kerugian perolehan pendapatan, pampasan, ganti rugi, kos, perbelanjaan dan sebagainya akibat daripada penamatan itu”.

Versi Bahasa Inggeris

“TERMINATION ON CORRUPTION, UNLAWFUL ACTIVITIES OR ILLEGAL ACTIVITIES OR BID RIGGING

- a) *Without prejudice to any other rights of the Government, if the [Company/Contractor], its personnel, servants or employees is or are convicted by a court of law for corruption or unlawful or illegal activities or was found to be liable for an infringement of a prohibition from performing an act of bid rigging under the Competition Act 2010 [Act 712], in relation to this Agreement or any other agreement that the [Company/Contractor] may have with the Government, the Government shall be entitled to terminate this Agreement at any time, , by giving immediate written notice to that effect to the [Company/Contractor].*
- b) *Upon such termination, the Government shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Government arising from such termination.*
- c) *For the avoidance of doubt, the Parties hereby agree that the [Company/Contractor] shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.*

**Klausa penamatan di atas telah dirujuk kepada Jabatan Peguam Negara

LAMPIRAN 16

PENGESAHAN JAMINAN BANK/JAMINAN SYARIKAT KEWANGAN/JAMINAN INSURAN (DARIPADA BANK/SYARIKAT KEWANGAN/SYARIKAT INSURAN)

Rujukan Tuan :

Rujukan Kami :

Tarikh :

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

(Nama/Alamat Kementerian/Jabatan Yang Berkenaan)

Tuan,

Pengesahan Jaminan Bank/Jaminan Syarikat Kewangan/Jaminan Insurans

No Jaminan :

Yang Dikeluarkan Oleh

Merujuk kepada surat tuan bil.
bertarikh berkenaan perkara yang tersebut di atas, sukacita
mengesahkan di sini bahawa Jaminan Bank/Jaminan Syarikat Kewangan/Jaminan
Insurans No. yang telah ditandatangani oleh
sebagai jaminan bagi yang
dikeluarkan untuk syarikat adalah sebenarnya
dikeluarkan oleh Bank/Syarikat Kewangan/Syarikat Insurans ini.

Sekian, terima kasih.

(.....)

Nama :

Jawatan :

Cap Rasmi Bank/Syarikat Kewangan/Syarikat Insurans.

**DOKUMEN D
SPESIFIKASI**

M.B.P.J Standard Specification A

SPECIFICATION FOR

General Conditions

Scope of The Contract

A/1. The contract is for supply of all tools, plants, labour, equipment and materials for complete construction of works in accordance with the specification and drawings and to the entire satisfaction of the S.O.

Superintending Officer Engineer,

A/2. The term 'Superintending Officer' or the initial S.O. tending used hereinafter and in all contract documents shall mean the Municipal Engineer, Petaling Jaya and his shall mean the Municipal Petaling Jaya and his successors in office and also such persons as may be deputed by him in writing to act his behalf for the purpose of this contract.

Work to be carried out

A/3. The work shall be carried out under the complete direction of the Municipal Engineers, Petaling Jaya or his representative, whose decision on all points in connection with the contract shall be final and binding on the Contractor.

Site inspection and access

A/4. (a) The Contractor shall be deemed to have inspected and examined the site and its surrounding and shall have satisfied himself before submitting his tender as to the nature of the around, the form and nature of the site and the quantities and the nature of the work and material necessary, means of access and any other contingency likely to effect his tendered price as no claims for extras in this connection will be entertained.

(b) The contractor shall make his own arrangements for the use of private roads or way leaves across private land and he shall indemnify the Municipality against any claims arising from his use of those access roads.

Labour to be Employed on The works

A/5. (a) The Contractor shall employ in sufficient numbers to ensure the completion of the works within the allowed in the contract.

(b) The Contractor shall increase the number of employees on receiving written instruction from S.O. to do so.

(c) The labourers shall be Federal Citizens comprise of various proportionately whenever possible.

Days and hours of works

A/6. No work shall be done on:-

- (a) Any public holiday which is recognized in the district where this contract is being carried out, without the written permission of the S.O.
- (b) Between the hours of five in evening and seven the following morning without the written permission of the S.O.

Setting out

A/7. The Contractor shall set out the works and during the progress there of he shall amend at his own cost any arrows arising from inaccurate setting out unless the S.O. shall otherwise decide. Any assistance which the S.O. may render to the Contractor in setting out shall in no way relieve the Contractor of entire responsibility for the correctness of all setting out.

Health Housing Contractor's

A/8. The Contractor shall be responsible for the proper Measures of his labour force to the satisfaction of the Health Officer. He and shall comply with all the rules and regulations in force at the time in the municipality regarding health and housing Labour measures at site. He shall be responsible for all Municipality Fees, other charges or expenses incurred in connection with this work.

Watching and Lighting

A/9. (a) The Contractor shall comply with all the requirements of the S.O. Police and Traffic Authorities regarding guarding, watching and lighting the works and shall carry out the works in such a way as to minimise any obstructions to vehicles, traffic or pedestrians and shall erect and maintain during the course of the works adequate traffic and warning signs. The Contractor shall not obstruct the accesses to any property without the written authority of the S.O.

(b) All temporary barriers, fences, lights, signs, watchman and other means necessary for the safety and regulations of traffic or pedestrians shall be provided and maintained by the contractor throughout the works.

(c) Compliance with this clause shall not relieve the contractor of his responsibilities under the conditions of contract.

(d) If the contractor fails to comply after the expiry of 3 days with this requirements as per item (a) and (b) above, the S.O. shall carry out the works as he deems necessary and shall deduct the cost involved from the Contract Sum without further notice.

Materials

A/10. Materials and workmanship throughout the work shall be the best of their respective kinds locally obtainable. Whenever possible materials of Malaysian origin shall receive priority unless specified otherwise.

Whenever any proprietary goods or materials are specified for use in the works, the contractor may supply goods or materials of alternative manufacture provided that those specified in appearance, quality and place of manufacture.

Sample

A/11. At any time the Superintending Officer shall be at liberty to call for the submission of samples or materials or the execution of samples or workmanship for approval, and for any further samples as required until the sample submitted or executed are, in his opinion, in accordance with the specification. Samples after approval shall indicate the standard of materials and workmanship to be maintained in the execution of the works.

Ordering of Materials

A/12. The Contractor shall be responsible for placing his placing his orders for all the materials required for the completion of the contract and he shall be required to do this within seven days of the date of Acceptance of Tender. Any delay arising from non compliance with this clause will be held to be the responsibility of the contractor. Should the contractor experience any difficulty which is beyond his control in placing the order he should at once inform the S.O.

Supply of Materials by Municipality

A/13. If the Contractor fails for any reason to supply any material which

he has contracted to supply or if he fails to supply any such material in sufficient time in to enable the contract to be completed by the agreed date.

For completion, then in either event the Municipality may supply any portion or all of such materials.

If the Municipality supplies such materials the cost in respect there of be borne by the Contractor shall be:-

- (a) The cost of such materials calculated at the agreed rates set down by the Contractor in the Schedule of Rates.
- (b) The Current market rates.
- (c) The actual cost to the Municipality at date of supply, including overheads and any charges, WHICHEVER IS THE GREATER.

The cost to be borne by the Contractor, as above detailed shall be deducted from money due or to become due to the Contractor under this contract and the contract sum shall be adjusted accordingly, provided that any Variation Order issued by virtue of this cause shall not be taken into account when computing the final amount of this contract on which the Retention Fund is based and no claim for loss or profit shall clause shall be deemed in any way to affect or modify right of the Municipality to a claim of damages in the event of the Contractor's failure to complete the works by the agreed date for completion.

Conditions of Tendering

A/14. (a) Each tenderer must submit, enclosed and sealed in an envelope addressed as stipulated in the Tender Notice, a genuine tender on the Form of Tender provided.

(b) Each tenderer must enter, in the space provided on the Form of Tender, time he will require to complete the works.

(c) Tenders must be delivered to the place at or before the time stipulated in the Tender Notice.

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

(e) Any tender delivered after the stipulated time may not be considered at all.

(f) In no case will any expense incurred by a tenderer in the preparation of this tender be allowed.

(g) Tenders shall remain valid for eight weeks from the final date for submission of tenders stipulated in the Tender Notice and no tenderer may withdraw his tender within that period unless allowed by the S.O.

(h) The Municipality shall not be bound to accept the lowest or any tender.

Lump Sum

A/15. (a) The Contractor shall be considered to have satisfied himself that the lump sum paid under the contract shall be complete payment for all works covered by that contract, specifications and plans.

(b) The Contractor shall be considered to have checked the quantities set out in the plans etc. and satisfied himself as to their accuracy and the contractor shall not be entitled to any extra payment on account of any inaccuracies that shall any time become apparent.

Fire, Work

A/16. The Contractor shall produce receipts for premiums paid, for the inspection by the S.O. for the Workman's Compensation, Fire and Public Liability Insurance policies. Such receipts and policies shall be reproduce within ten days posting or delivering by hand of notification of acceptance.

Underground

Cables and Services Pipes

A/17. (a) Before commencing any excavation for the purpose of carrying out work. The contractor or his representative shall accompany the S.O. on a site inspection in order to consider any circumstances which may indicated the presence of underground cables, water or other services pipes at or in the vicinity of such excavations. There after the contractor shall carry out the excavation in such manner and sequence as the S.O. directs.

(b) If during the excavation, the contractor's workman uncover any cables, pipes etc. Work shall be stopped immediately and shall not be started again until the matter has been reported to the S.O. who will issues whatever directions he deems appropriate.

(c) The Contractor will be responsible for and bear the cost of any damage to these services and in the event of change to any such service the Contractor must notify the Authority concerned immediately and must arrange for any repairs required.

Discripance

be

The Drawing

A/18. Should there by any discrepancy in the drawing the matter shall immediately referred to the S.O. and figured dimension shall be proffered to scaling. The Contractor shall not be absolved of any responsibility for any error that may occur in the work through the neglect of this precaution.

Clearing Of site

A/19. On completion of the works and before acceptance of the works by the S.O. the contractor shall remove all debris, rubbish, temporary sheds,tins, scaffolding etc., and leave the site of the works in a clean and tidy condition, to the satisfaction of the S.O.

MAJLIS BANDARAYA PETALING JAYA

SPECIFICATION

FOR

MATERIALS AND ARTICLES TO BE USED IN THE WORKS

- 1.01 **Materials** So far as is practicable, materials and articles shall be of Malaysian Manufacture. They shall be obtained from suppliers who shall be approved by Majlis Bandaraya Petaling Jaya.
- 1.02 **Quality of materials** Materials and articles shall comply with appropriate British Standard Specification where these exist unless otherwise specified. Where a British **and provision of British Standard Specification** Standard specification quoted in this document has been emended or superseded, the current specification will apply. The contractor shall provide for the use of the S.O. representative such British Standard Specification as he may call for as being required in the execution of of the contractor.
- 1.03 **Certificate of Compliance With Malaysia Standard Specification** Where materials or articles are specified to comply with Malaysia Standard Specification, the contractor shall, if required, obtain from manufacturers and supply to the S.O. representative the appropriate certificate of compliance with the Specification. Where a Malaysia Standard Specification is not available, the equivalent British Specification shall be accepted.
- 1.04 **Testing of Materials** When required, the Contractor shall submit sample of materials to the used in the works to the S.O. for approval. The quality of the samples representing the quality of the buck of such materials which hi is proposing to use.
- The S.O. may carry out tests or may appoint independent persons to carry out tests on these samples and provisional sum is included in Bill No. 1 to cover of coat of testing and sampling. The account for these services will be rendered to the Datuk Bandar but contractor shall be required to pay direct to Datuk Bandar the amount of the account within one week of its being delivered to him or the Datuk Bandar shall be intuited to deduct the amount of the account from any money due or to become due to the contractor
- All materials supplied under this heading if found to be substandard shall immediately be removed from site by the Contractor at his own expense.

(a) The Superintending Officer may cause sample to be taken from each consignments of materials for testing as he may direct. The type, nature and frequency of coating shall be at the Superintending Officer direction, and the results of these tests must be accepted as final.

(b) The cost of tearing may be reimbursed by the employer subject to the following conditions:-

(b) The test have been authorized by the Superintending Officer and have been carried out by an approval testing authority center.

(ii) Reimbursement shall be on presentation of receipts of payment on test carried out by an approved testing authority or centre.

(iii) The cost of the materials, labour, tools and transport and everything necessary for procuring or making and delivering the sample shall be deemed to have been included in the Preliminaries.

(c) If any sample does not confirm in this specification, the whole consignment will be rejected and must be removed from the site by the contractor at his own expense within 24 hours as directed by the Superintending Officer should any materials be rejected owing to its failure to pass the test, the cost of testing any new consignment to replace the rejected materials must be borne by contractor.

No reimbursement will be allowed:-

- i) for tests which are carried out at the site e.g a lump test, moisture content test, test for impurities in aggregates, leakage and pressure test on pipes/tanks.
- ii) for tests where the number and type have been specifically stated in the specification and an amount has already been included in the tender e.g. load tests on pillow, unless the number and type are varied.

1.05 Water

The Contractor shall arrange for a supply of water where required on the works. Such water shall be clean and shall be obtained from public supply mains or other approved sources. The Contractor must include in his prices for laying temporary pipe lines or for cartage. River water or ground water the previous concern of the Engineer.

1.06 Cement

- a) The cement need in the works unless otherwise ordered shall be Ordinary Portland Cement complying with the requirement of 12 of 1947 or any subsequent there to.

It shall be delivered to the site in eased bags or containers with seals intact sufficient time to allow for testing and for the replacement of any cement which fails to do the test without causing delay to the works.

It shall be stored in the cement store as specified in Cause 31 The cement containers are not to have their seals broken until the manufactures test certificate have been examined by the S.O.

Cement store in bags containers found on opening to contain lumps will be rejected by the S.O. and removed from the site by the contractor at his own expense.

- b) Cement Stores

The Contractor shall provide a cement store which shall consist of a timber framed and walled building with a corrugated metal or asbestos not less than 2" above natural ground level. The size of this building shall be sufficient to hold two months consumption of cement and at least sufficient for one month's consumption shall always be kept in the building. So far as is practicable, different consignment of cement shall be kept separate.

The design and size of the store shall be subject to the approval of the S.O. This building may be sited anywhere convenient to the contractor ... to this approval of the S.O. or the contractor by the S.O. The cement store shall be used exclusively for the purpose of storing cement to be used on this contract and no other material or articles are to be stored in this building.

Cement shall be kept in the store until it is actually required for use on the work and any cement temporarily placed near the mixer or ... after removal from the stores shall be adequately protected by approved means cement shall not be kept in the temporary store except in as far as it is necessary to allow of efficient organization of the mixing plane.

c) Cement Testing

The Engineer or his representative shall have access to the cement store at all reasonable hours and shall be furnished with the means of identifying the several consignments of cement.

The manufacture's test certificates will normally be accepted as prove of compliance with the specification but the S.O. may make further test of the character specified in the appropriate British Standard.

1.07 Aggregate

a) Sand (Fine Aggregate)

To be naturally occurring clean sharp river sand composed of hard durable particles free from adherent coatings, mica, shale or windlar animated material or any others substance which would adveraffect the work in which used or any reinforcement the rain. To contain less then 3 percent by weight of ... or clay and less then ... per cent of organic or other foreign matter acid. The Particles to be well graded between the following maximum and minimum And adequate percentages of all intermediate particles being included.

Per Cent by Weight Passing

<u>B.S SIEVE</u>	<u>LOWER LIMIT</u>	<u>HIGHER LIMIT</u>
3/16 in	95	100
No. 7	70	100
No. 14	5	100
No. 25	5	100
No. 52	5	30
No. 100	0	10

The sand to be supplied is to be of the medium classifications (i. where the sum of the percentages of materials passing the different sides in between 270 and 360).

The Engineer may order the grading to be varied from that specification above and the Contractor shall not be entitled to any extra payment for such variation.

(b) Coarse Aggregates

To consist of naturally occurring limestone's. To be hard, durable and to be free from adherent coatings, organic matter or any substance which would adversely affect the work in which used or the reinforcement therein. The water absorption of the dry material shall not exceed 10%.

The stone to be well graded between the following maximum and minimum sieve sizes and adequate percentages of all intermediate particular being included :

a) 1 ½ " Nominal
Maximum Size

Retained. On ¾" 5 per cent (max)

Passing ¾"
retained on 3/8" 50-80 per cent

Passing 3/8"
retained on 3/16" 10 per cent (min)

Passing 3/16" 5 per cent (max)

b) ¾" Nominal
Maximum Size

Retained on 2¼" per cent (max)...

Passing ¾"
retained on 3/4" 50-70 per cent

Passing 3/8"
retained on 3/16" 20 per cent (min)

Passing 3/16" 5 per cent (max)

The S.O. may order the grading to be varied from that specified above and the contractor shall not be entitled to any extra payment for such variation.

c) Storage of Aggregates

The fine and coarse aggregates shall be handle and stored separately and in such a manner the segregation of the various sized particles shall not occur, the stock piles shall be formed on hard-standing or similar approved firm foundation and aggregates shall be kept clean and free from foreign substances. Adequate storage capacity shall be provided at the site of the works so that sufficient aggregate of each kind and of the specified quality may be maintained at all times.

d) Where High tenalle Steel reinforcement are used, they should be :-

- a. either cold-worked deformed bare complying with a.s 1144
- b. or hot-rolled deformed bare complying with the following requirement:

minimum elongation : up to and including 7/10”
dia. 12% over 7/6” dia. 14%

e) All steel reinforcement shall be stored do that it is kept clean. When fixed in position the steel reinforcement shall be clean and free from loose scale, rust and mud.

f) The contractor shall provide bar bending facilities on site to enable variations to reinforcement supplied to site to be carried out expedeciously.

g) The description for each item of reinforcement will be hold to include for binding reinforcement and spacers, for cutting to lengths forming bends, cranks etc.

1.09 Testing Steel

The Contractor shall arrange for the maker or To supply direct to the S.O. certificate stating to process of manufacture and a test sheet signed by the maker giving the results of each of the mechanical.

a) Samples of Aggregates

Samples of aggregates which the contractor propose to use shall be submitted to the S.O. at least two weeks before the contract begins to deliver materials at the site of the works. Materials shall not be delivered until samples have approved. Samples of fine aggregate, each of about $\frac{1}{2}$ cu ft. shall be submitted in stopped glass jars; samples of coarse aggregate, each of about 1 cu ft. shall plainly labeled with the description of the material and source of supply. Additional samples shall be furnished, if required by the Engineer.

When aggregates which are satisfactory to the S.O. have been selected, the contractor shall secure his entire supply of each material from the same source so.... to maintain the same quality and grading throughout the work. Should it become necessary to change the source or characteristics of the material supplied, this shall only be done after additional proportioning and other.... For the new materials have been completed to the Of the Engineer and subject to such safe-guard as the S.O. may For the maintenance of the quality of the materials specified.

1.0 Steel for Reinforcement

- a) Mild steel bars for the reinforcement of concrete shall comply with B.S. 785.

..... Applicable to description of the material purchased and if when required of the chemical analysis also all as required in B.S 785, 1938 and 15, 1948. or any subsequent

1.11 Turfing

- a) General

Trim and grade all natural and disturbed surfaces of site and remove
all loose stones, prenia weeds timber and all other rubbish.

Provide and spread a layer of approved black earth containing a large percentages of humus, free from weeds and other under aerable softer matter, to a depth of 2" to received spot turf or close turf.

b) Grass

Grass shall be healthy cow grass from approved source removed in turfs of 9" x 9". The stock shall be transplanted in the new site immediately following removal from original site.

c) Close Turfing

All sloping surface and any flat surfaces where indicated are to be close turfed. The turf shall be so laid such that there shall be no gap between each piece of turf. Turfing on slopes shall be held in position by wooden pegs driven through the turf into the ground. Any turfing that has fallen off the slope and not due to earth slip shall be replaced.

d) Spot Turfing

Flat ground unless otherwise shown on drawing shall have spot turfing laid not more than 9" clear space between each turf and filled around with humus.

e) Rolling of grass

The whole of the new turfed area shall be thoroughly rolled with an approved garden roller to break up any lump of earth remaining and to reconsolidate the surface. Rolling shall be repeated until the surface is acceptable by Engineer.

f) Maintenance

Turfing shall be watered periodically until well established. Any depression resulting from bad turfing shall be filled and leveled within the defects liability period and weedy plants or objectionable weeds shall be removed and all turf that has been defective shall be replaced.

1.12 Bakau Pile

Bakau Pile must be good, sound, straight piles with from uninjured bark of uniform size. They shall be supplied in 16'-0" in length as measured after the ends have been squared and the ends pointed. They must be not less than 4" dia. At tinner and of an approved species of timber for use as piles in ground below the water table.

1.13 Precast concrete

In all case, precast concrete shall be cast to the dimensions shown on the drawing and shall be of nature colour. It shall be laid true to line and level and bedded in 9" thick hardcore and 3" thick sand each unit being firmly pressed in position.

1.14 Bricks

Bricks shall be Engineer bricks. They shall be hard sound, square made, well burnt throughout, regular in shape and size with good faces and clean arrises and free from lime, chalk, pebbles, scale or other extraneous matter or defects. Before any bricks are ordered samples

shall be subtitled to the S.O. for approval brickworks shall be built to English Bond unless otherwise specified.

1.15 Expansion
Jointing
Material

Expansion jointing material shall be supplied in the required thickness and widths, no multi-layer joints will be permitted.. The material shall comprise an approval cellular material with a high degrees of recovery after crushing and the material shall be thoroughly in pragnated with in suitable preservative.

1.16 Hardcore
material. It

Hardcore shall consists of broken stone, brick, or other approval shall be free from clay dust and deleterious mater. They shall not exceed 6' or less them 2'. They are to be laid in even layers in the positions indicated in drawing or as directed by the Engineer wall ressad and consolidated to have the finished thickness as show in drawing or directed by the S.O.

1.17 Precast R. C

The contractor shall obtain a 5 years guarantee for the product fopr its design and manufacture.

Concrete for precast R.C sections and dry weather channels shall achieve a minimum cube strength of 4,500 psi within 28 days after casting. Each units shall be of standard length (3ft. or 1m) and approval dimensions.

SPECIFICATIONS LANDSCAPING

TURFING WORKS

I. TURFING

a) General

All exterior ground area of the project site within the limit of contract, except areas indicated, shall be turfed as shown on drawings.

- i) The Landscape Contractor shall be responsible for any cutting, filling, trimming of ground work to the desirable level and allow for natural fall as shown on drawings or as directed by the Superintending Officer.
- ii) The Landscape Contractor is required to pick up loose stones, gravels, tree stumps, undergrowth weeds etc, and cart away surplus materials which are not desirable for turfing.
- iii. Good quality top soil shall be spread uniformly over the site to the depth of 150mm or as specified.

b) Top Soil

- i. Top soil is the original surface layer of soil from cultivated land or forest area. It does not generally include soil from swampy area, padi field or tin mining areas.
- ii. It is usually a darker shade of brown grey or red than the subsoil that lies immediately beneath it. Top soil tends to be friable and show some degree of porosity. It should be free from subsoil.
- iii. Top soil shall be fertile, friable and shall be obtained from a well drained site that is free of flooding. It shall be of medium texture. It shall be without admixture of stones, lumps, plants or roots and other extraneous matter and shall not be delivered or used in a muddy condition. All top soil used shall be new top soil hauled to the site. The Landscape Contractor shall furnish the Superintending Officer with the source of supply. Delivery of top soil may be made after approval by the Superintending Officer.

Any top soil brought on to the site without approval will be deemed to have been brought in at the Landscape Contractor's risk and he will be instructed to cart away such top soil off the site at his own expense unless instructions to the contrary be given in writing.

c) Turfing Material

- i. The turfing materials shall be of good quality, free from pests and diseases, virgorous growth and approed type: *Axonopus compressus*, *Zoysia ve/vet*, Serangoon. Bermuda.
- ii. The grass should come from approved sources. The Landscape Contractor shall inform the Superintending Officer of the location of the supply and shall supply a sample of the turf for his approval All turves are required to conform to the similar standard as the approved sample.
- iii. Any turf brought on to the site or laid prior to the approval of the Superintending Officer, will be deemed to have been brought on or laid at the Landscape Contractor's expense and he will have to cart away such turf off the site and replace at his own expense, unless instruction in writing to the contrary be given by the Superintending Officer.
- iv. The grass sod shall be cut and supplied at the size of 250mm x 250mm X 40mm thick with original soil adhering to the roots. The sods shall be free from weeds. Soils shall be delivered to site and planted promptly to avoid desiccation.

c) Site Preparation

The Landscape Contactor is required to grade the turfed area, to finish grades and allow for the smooth, uniform grade as indicated on grading plans. All turfed areas shall slope to drain. Where not grades are shown, the Landscape Contractor and shall aim at a smooth and continual grade between the existing and the proposed grade. The Landscape Contractor is required rake and level so as to obtain the true, even turfed surface. All finish grades shall meet the approval of the Agricultural Officer before turfing is allowed.

The Landscape Contractor is required to loosen the existing soil to a depth of 150mm by approved method of scarification. All loose stones, gravels, tree stumps, etc, which are not desirable for turfing is required to be cart away from site.

d) Fertiliser Application

N.P.K are the major gras.s nutrients, especially P is important for root development. All turfed area should receive fertiliser treatment as specified. Commercially prepared ."complete" fertilisers provided approval has been given by the Superintending Officer.

i) Fertiliser Program For Turfed Areas

Fertiliser		Time	Dosage/Sq M
1.	G.M.L (Ground Magnesium Limestone)	3 weeks before grass establishment	25 gm
	C.I.R.P (Christmas Island Rock Phosphosphate)	1 -3 days before grassestablishmen	20gm
	i. Urea ii. Sulphate of Potash	5 -6 weeks after initial grass establishment	i. Urea = 8 gm ii. Sulphate of Potash = 8 gm
	i Urea ii. C.R.I.P ii Sulphate ofPotash	Every two (2) months after full establishment of turf	i Urea =25 gm ii. C.R.I.P = 20 gm ii Sulphate ofPotash = 15gm

e) Soil Drainage

If existing soil is hard and compacted, it should be broken up to depth at least 150mm by a soil ripper or similar tractor drawn equipment. Soil levelling and grading must aim at providing a minimum of 1% slope in all turf areas, with the runoff being directed to the perimeter drains. Grassing should be carried out immediately after ground preparation.

f) Close turfing

All terrace, slope and flat areas are to be close turfed. No gap spacing is allowed between the adjoining sods. Each sod shall be staked with 200mm bamboo peg through the sod and into the soil base to prevent soil erosion. Sufficient timber plants and ladders should be used to ensure safe and efficient working. On a steep slope, netting should be laid on to the turfed areas.

g) Rolling

All turfed area should be thoroughly rolled but nit be compacted with garden roller. Turfing on completion .shall present a uniform appearance followed up with three (3) times top dressing with sand and mixed soil to be evenly spread out.

LAWN MAINTENANCE SPECIFICATION

a) General

All turfed areas within the contract boundary shall be maintained through the 6 months maintenance period. Maintenance during the installation period prior to final completion or before written acceptance by the commencement of maintenance period.

Maintenance shall begin immediately after each portion of turfed area is installed and shall continues for a period of 6 month from the date of :final acceptance.

Maintenance include watering, weeding, fertilizing, spraying, mowing, etc and other horticulture management as directed by the Superintending Officer.

b) Watering

The water tap installed on site shall be used by the Landscape Contractor for watering programmes; if not water source is provided the Landscape Contractor shall at his own cost install a water tap or find his own source of water supply.

In watering the turfed area, the Landscape Contractor is required to soak and penetrate the soil until a minimum depth of 150mm and at a rate that will prevent saturation of the soil During extreme drought period, at least water once a week. all watering programme is required for the approval of the Superintending Officer.

c) Weeding

Keep all planting areas free from weed and undesirable grasses, by a method and by material approved by the Superintending Officer.

d) Mowing

Mowing on newly established turfed areas should be delayed until it is obvious that the grass is growing strongly. The grass should be cut when they are about 50mm -75mm in height. The first cut should aim at removing 13mm of top leaves. The cutting height can be gradually lowered at subsequent mowings, until height of 25mm to 40mm is achieved. After the grass is established, mowing once a week is sufficient. Remove all grass clipping during or immediately after mowing.

e) Protection of Turfing Area

Maintenance shall include all temporary protection fences, barriers and signs and all others incidental to provide, at his own c9st" protection of all turfing

areas trespassing and damage at all time. If any portion of the turfed area is damaged, it shall be treated and replaced as required by the Superintending Officer.

Tenant damage -it is to be recognised that there will be as always, a considerable amount of tenant damage the Landscape Contractor will be held responsible for all such tenant or other damage until the time of acceptance by the Superintending Officer.

f) Maintenance Report

The Landscape Contractor is required to send a monthly Maintenance Report in duplicate to the Superintending Officer's. One copy of the Maintenance Report will be forwarded to Owner for their record and payment.

Note:

The mowing of the filed should be carried out using the torro mower or equivalent. Other form of mower the result quality is less controllable is not allowed.

g) Handing Over

The Landscape Contractor shall make arrangement with the Superintending Officer and Owner to conduct a joint site inspection for handing over after expiry of maintenance period. Should the maintenance work be defective and improperly executed, the Landscape Contractor is to rectify whatever discrepancies immediately at his own cost. No handing over of maintenance from the Landscape Contractor to the Owner should be undertaken without any certified receipt from the Superintending Officer confirming the maintenance works had satisfactorily been carried out.

DOKUMEN E
BORANG JKR 203A
(Rev.1/2010)

GOVERNMENT OF MALAYSIA

**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

TABLE OF CONTENTS

Clause		Page
1.0	DEFINITIONS AND INTERPRETATIONS	1
2.0	CONTRACT PERIOD	3
3.0	THE S.O. AND S.O'S REPRESENTATIVE	3
4.0	S.O.'S RIGHT TO TAKE ACTION	4
5.0	S.O.'S INSTRUCTIONS	4
6.0	SCOPE OF CONTRACT	5
7.0	CONTRACT SUM	6
8.0	CONTRACT DOCUMENTS	6
9.0	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE CONTRACTOR	7
10.0	OBLIGATIONS OF THE CONTRACTOR	8
11.0	INSPECTION OF SITE	8
12.0	PROGRAMME OF WORK	9
13.0	PERFORMANCE BOND/PERFORMANCE GUARANTEE SUM	10
14.0	INDEMNITY IN RESPECT OF PERSONAL INJURIES AND DAMAGE TO PROPERTY	10
15.0	INSURANCE AGAINST PERSONAL INJURIES AND DAMAGE TO PROPERTY	11
16.0	INDEMNITIES TO GOVERNMENT INRESPECT OF CLAIMS BY WORKMEN	12
17.0	EMPLOYEES SOCIAL SECURITY ACT, 1969	12
18.0	INSURANCE IF WORKS	13
19.0	SETTING OUT	14
20.0	UNFIXED MATERIALS AND GOODS	14
21.0	COMPLIANCE WITH THE LAW	15
22.0	DESIGN	15
23.0	EMPLOYMENT OF WORKMEN	16
24.0	VARIATIONS	18
25.0	VALUATION OF VARIATION	18
26.0	BILL OF QUANTITIES	19
27.0	MEASUREMENT OF WORKS	20
28.0	PAYMENT TO CONTRACTOR AND INTERIM CERTIFICATES	20
29.0	ADJUSTMENT OF CONTRACT SUM	21
30.0	FLUCTUATION OF PRICE	21
31.0	FINAL ACCOUNT AND PAYMENT CERTIFICATE	21
32.0	EFFECT OF S.O.'S CERTIFICATES	22
33.0	DEDUCTION FROM MONEY DUE TO CONTRACTOR	22
34.0	PRIME COST / PROVISIONAL SUMS	22

Clause		Page
35.0	MATERIALS, GOODS AND WORKMANSHIP	23
36.0	INSPECTION AND TESTING OF MATERIALS, GOODS AND EQUIPMENT	23
37.0	CONSTRUCTIONAL PLANT, EQUIPMENT, VEHICLES AND MACHINERIES	24
38.0	POSSESSION OF SITE	24
39.0	COMPLETION OF WORKS	25
40.0	DAMAGES FOR NON-COMPLETION	26
41.0	SECTIONAL COMPLETION	27
42.0	PARTIAL OCCUPATION/TAKING OVER BY GOVERNMENT	27
43.0	DELAY AND EXTENSION OF TIME	28
44.0	CLAIMS FOR LOSS AND EXPENSE	29
45.0	INVESTIGATION BY THE GOVERNMENT AND OTHER PERSONS IN CASE OF ACCIDENT, FAILURE OR OTHER EVENT	30
46.0	ACCESS FOR WORKS, ETC.	30
47.0	SUB-CONTRACT OR ASSIGNMENT	31
48.0	DEFECTS AFTER COMPLETION	31
49.0	UNFULFILLED OBLIGATIONS	32
50.0	SUSPENSION OF WORKS	32
51.0	EVENTS AND CONSEQUENCES OF DEFAULT BY THE CONTRACTOR	33
52.0	TERMINATION ON NATIONAL INTEREST	36
53.0	TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES	36
54.0	PAYMENTS UPON SUSPENSION AND TERMINATION ON NATIONAL INTEREST	37
55.0	EVENTS AND CONSEQUENCES OF DEFAULT BY THE GOVERNMENT	37
56.0	CERTIFICATE OF TERMINATION COSTS	38
57.0	SURVIVING RIGHTS	39
58.0	EFFECT OF FORCE MAJEURE	39
59.0	SITE AGENT AND ASSISTANTS	40
60.0	NOMINATED SUB-CONTRACTORS AND/OR NOMINATED SUPPLIERS	40
61.0	PAYMENT TO NOMINATED SUB-CONTRACTOR OR SUPPLIERS	41
62.0	NO LIABILITY OF GOVERNMENT TO NOMINATED AND/OR SUB- CONTRACTORS OR SUPPLIER	41
63.0	RESPONSIBILITIES OF CONTRACTOR TO NOMINATED AND / OR SUB- CONTRACTORS OR SUPPLIERS	42
64.0	INTELLECTUAL PROPERTY RIGHTS	42
65.0	ANTIQUITIES	42
66.0	ARBITRATION	43
67.0	NOTICE, ETC.	44
68.0	SAFETY AT THE SITE	45

Clause		Page
69.0	ADVANCE PAYMENT	45
70.0	AMENDMENT	46
71.0	CONFIDENTIALITY	46
72.0	STAMP DUTY	47
73.0	SEVERABILITY	47
74.0	WAIVER	47
75.0	LAWS APPLICABLE	47
76.0	SUCCESSORS BOUND	47
77.0	EPIDEMICS AND MEDICAL ATTENDANCE	48
78.0	TECHNOLOGY TRANSFER	48
79.0	GENERAL DUTIES AND PERFORMANCE STANDARD	48
80.0	RESTRICTION AND PROCEDURE ON USE OF IMPORTED MATERIALS AND GOODS	48
81.0	TIME	49

CONTRACT NO : _____ of 20 _____

EXPENDITURE to be met from: Head

Sub-head

Year of

A CONTRACT made on day of20 between the Government of Malaysia (hereinafter referred to as the "Government") of the one part

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

.....
.....of the other part.

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

WHEREAS:

A. The Government 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 ne 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”** means 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
- (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 Bill of Quantities or which the S.O. and employed by the Contractor as Sub-contractors or Suppliers;
- (i) **“On-Cost Charges”** means any cost and expenses reasonably incurred by the Government;
- (j) **“Officer Named”** means officer empowered to take action on behalf of the Government 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 work are to be executed and any other lands or places provided or approved by the Government 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 Superintending Officer who shall be and/or his successors in office;
- (o) **“S.O.’s Representatives”** means any person or persons delegated or authorized in writing by the S.O. to perform any of the duties of the S.O. as may 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.
- (e) 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 ofcommencing 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 he deems 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 Power 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 Government 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 Government; and
- (b) the right to act on behalf on the Government 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 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 Government 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 Government 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 Government 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 Government. The Government 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 Government 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 Government hereby covenants to pay the Contractor in consideration of the construction and completion of the Work and making good of any defects whatsoever to the Work 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 hereinbefore 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.O. 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 CONTRACTOR

9.1 Representations and Warranties

The Contractor hereby represents and warrants to the Government 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 Government 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;

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

- (b) It shall pay 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.

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 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 Government;
- (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 Government for reporting and co-ordination purposes;
- (e) at all times perform the Works in such manner as will always safeguard and protect the Government'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 Government to the Contractor;
- (f) inform the Government 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 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;
 - (e) 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.
- 11.2 Any information or document forwarded by the Government 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 Government, 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 Government 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 provided 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 Malaysian in favour of the Government 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 falls 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 Government 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 Government 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 his Contract.
- 13.4 If a payment is made to the Government pursuant to any claim under the Performance Bond, the Contractor shall issue to the Government further security in the form of additional performance bond or bonds for an amount not less than the amount so paid to the Government 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 clauses 51 hereof the said Performance Bond or any balance thereof shall be forfeited.

14.0 INDEMNITY IN RESPECT OF PERSONAL INJURIES AND DAMAGE TO PROPERTY

- 14.1 The Contractor agrees with the Government 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 Government 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 Government or its agents and servants. The Contractor expressly agrees that in the absence of any such act, omission or negligence as aforesaid the Government shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death;

- (b) it shall indemnify and keep indemnified the Government from and against all actions, suits, claims or demands, proceedings, losses, damages, compensation, costs (including legal cost), charges and expenses whatsoever to which the Government 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 willful act, default or omission of the Government, 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
 - (b) 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 Government 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 Government 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 Government and maintained in the joint names of the Government 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 Government 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 Government 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 GOVERNMENT IN RESPECT OF CLAIMS BY WORKMEN

16.1 Workmen Compensation

- (a) The Contractor shall be liable for and shall indemnify and keep indemnified the Government and its officers or servants from all liabilities arising out of claims by any workmen 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 EMPLOYEE'S SOCIAL SECURITY ACT, 1969

17.1 Registration with SOCSO

Without prejudice to his liability to indemnify the Government 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 Government or the S.O. on its behalf may without prejudice to any other remedy available to the Government 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
- (b) 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 Government 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 policies shall provide expressly for payment in the first place to the Government of any insurance monies due under the policy or policies.
- (b) 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 Contactor 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 Government 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 Government 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 Government 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 Government.

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 Government 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 Government 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 Government 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 Government 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 Government 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 Government.
- (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 Government 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 Government on demand by the Government 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 Government in accordance with sub-clause (a) above, the Government 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 Government 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 Government shall be issued to Government 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 Government 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 Government.
- (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-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 recognized 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 Government 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 authorized 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 Government 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 price 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

Basic of Contract Sum

- 26.1 The quality and quantity of the works as set out in the Bills of Quantities shall be the basic 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 Government 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 Government 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 net 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 net deduction or net 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 Work to be executed by the Contractor in the fulfillment 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 Government. 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 Government 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 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 Government 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 Government 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 Government 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) month 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 give 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 Government 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. 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 Government or any permitted deductions made by the Government or the S.O. on its behalf, the Final Certificate shall state any final balance due from the Government to the Contractor or from the Contractor to the Government, 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 Government under the terms of this Contract whether by way 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-contractor's, 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 Employed 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 Government 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 Government or the S.O. on its behalf shall be entitled to deduct any money owing from the Contractor to the Government under this Contract from any sum which may become due or is payable by the Government to the Contractor under this Contract or any other contracts to which the Government 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 Government 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 Sum 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 Sum 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 Government'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 clauses 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 purpose. 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 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 Work 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 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 Government.

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 connecting 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 Government, PROVIDED THAT for the purposes of this clause only (but for no other), if the Contractor shall produce to the Government 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 Government 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. agree 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

vitate 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 Government 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 Government 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 Government's right to terminate this Contract, when the S.O. issues the Certificate of Non-Completion, the Government 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 loss which the Government will suffer in the event that the Contractor is in breach of this clause. The Contractor by entering into this Contract agree to pay to the Government the said amount(s) if the same become due without the need of the Government 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 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 Government 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 GOVERNMENT

- 42.1 If at any time before the whole of the Works have reached practical completion pursuant to clause 39, the Government 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 Government 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 purpose 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 Government 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 Government 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 any extension of time then fixed under his 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 Government 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 of 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 Government shall be discharged from all liability in connection with the claim.

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

Where the Government, its employee or any person or body appointed or authorized 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 Government, 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 authorized 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

authorized 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 Contractor 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 Government 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

- 47.1 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-contractor, 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 Government 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 Government 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, shrinkage or any other fault whatsoever at the Contractor's own cost. The Contractor shall complete all such works 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 Defect 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 Government 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 Government 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 Government shall remain liable for the fulfillment 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.
- (c) 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) falls to take measures specified in clause 50.1(b); and
- (b) falls 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 Government 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 Government 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 Government.

(b) Termination

If the Contractor fails to remedy the breach within such period, the Government 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 building, plant, tools, equipment, goods and unfixed materials which have not been paid by the Government, as specified by the S.O. Failing which, the Government 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 purpose of this Contract;
 - (bb) assign to the Government, if so required by the S.O., at no cost or expense to the Government, 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 Government or any person deemed necessary by the Government for the purpose of completing the Works;

PROVIDED THAT the Government 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 Government has paid but the Contractor has failed to make payment to the third party;
- (F) at no cost to the Government, hand over to the Government all plans, designs, specification and other relevant document relating to the Works;
- (G) pay to the Government 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 Government 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 Government, 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
- (v) execution is levied against a substantial portion of the Contractor's assets,

Then the Government 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 Government 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 Government 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 Government 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 Government 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 Government 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 Government, the Government 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 Government shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Government 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 the date of termination;
- (b) the amounts payable in respect of any preliminary items so far as the Works or services 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 has not been recovered by any other payments referred to in this sub-clause; 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; 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 Government 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 Government 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 Government 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 Government and requiring the Government to remedy the same within the period specified therein taking into account the nature of the remedy to be carried out by the Government or such other period as may be agreed by both Parties from the date of receipt of such notice.

(b) Termination

If the Government 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 Government 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 Government 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 Government enable the S.O. to make a reasonably accurate assessment of the ultimate cost to the Government of completing the Works following the termination of the Contractor's employment and the engagement of other contractor or persons, and the amount of direct loss and/or damage caused to the Government 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 Government;
 - (b) the sums paid or payable to other contractors or persons engaged by the Government 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 Government in completing the Works; and
 - (e) the amount of direct loss and/or damage caused to the Government 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 Government might to 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 Government and if greater the difference shall be a debt payable by the Government 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 Government, 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 Government 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 travelling 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 Government 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
 - (c) a person who will not give to the Government such indemnity with terms and conditions as provided in the Government 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 Government 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 Government direct to the Nominated Sub-contractors or Suppliers. The amount paid by the Government direct to the Nominated Sub-contractors or Suppliers shall be deemed to be a payment to the Contractor by the Government 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 Government may pay to the Contractor out of any money otherwise due to a Nominated Sub-contractors or Suppliers:

- (a) any amount which the Government 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 GOVERNMENT TO NOMINATED AND/OR SUB-CONTRACTOR OR SUPPLIER

Nothing in clauses 60 or 61 or anything else contained in this Contract shall render the Government 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 Government 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 Government 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 Government. The proprietary rights in the Works shall vest in the Government 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 Government'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 Government 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 Government for the amount of any direct loss or damage sustained or incurred by the Government during such modification or replacement).
- 64.4 The Contractor shall indemnify the Government against any claim for the infringement of any letters patent, copyright or registered designs by the use of equipment or of information supplied under this Contract and against all costs and damages which the Government may incur in any action for which such infringements or for which the Government 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 Government 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 Government 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 Government 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 with 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 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 Government 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 matter, dispute or difference to arbitration pursuant to this clause and/or the continuance or 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 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 Government and the Contractor upon agreement shall appoint another person to act as the arbitrator, and in the event the Government and the Contractor fall 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 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 Government and the Contractor is as shown below or such other address as either party may have notified the sender:

to the Government:

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 Government, 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 pertaining to the safety requirement under 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 function 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 value of the Contract Sum less Provisional Sums (hereinafter referred to as the "Builder's Works") 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;
- (c) Submission of the Banker's Guarantee / Insurance Guarantee / 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:

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

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 I (including the amount certified for materials on site)

excess or agreed cumulative scheduled payments in
of 25% of \$ B

- 69.3 The liability under the advance guarantee shall be terminated upon realization by the Government 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 Government 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 CONFIDENTIALY

- 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 government 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 Government 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 Government 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 Government 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 Government and shall comply with all law, statutes and any guidelines or direction issued by the Government 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 Government's interest

The Contractor shall at all times perform the Works in such manner as will safeguard and protect the Government's interest and take all necessary and protect the Government' 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 Government 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 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 Government, 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 Government, 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 Government'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 GOVERNMENT OF MALAYSIA	)	
	)	

In the presence of:	)	
	)	

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

Was hereunto affixed	)
In the presence of:	)

.....
Director
Name :

NRIC No. :

.....
Director/Secretary
Name :

NRIC No. :

Applicable only if the Contactor 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 Government 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)	RM.....
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 Section 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, Percentage of on-cost charges 15%
17.3(b), 18.2

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

DOKUMEN F

**SYARAT-SYARAT
KESELAMATAN,
KESIHATAN PEKERJAAN
DAN ALAM SEKITAR
(KKPAS)**



SYARAT-SYARAT KKPAS KEPADA KONTRAKTOR

Dokumen Meja Terkawal

Lampiran 5

NO.	PERKARA
1.	Mengenalpasti Bahaya, Penilaian Risiko dan Penentuan Kawalan (HIRADC) a) Penyediaan Mengenalpasti Bahaya, Penilaian Risiko dan Penentuan Kawalan (HIRADC) untuk semua dan setiap aktiviti kerja yang dilakukan oleh kakitangan, pekerja dan pekerja kontrak. b) Menyiapkan, menyemak semula, mengemaskini dan menyerahkan HIRADC sebelum bermulanya setiap kerja sepanjang tempoh kontrak.
2.	Pelan Keselamatan, Kesihatan Pekerjaan dan Alam Sekitar (KKPAS) a) Penyediaan dan penyerahan Pelan Keselamatan, Kesihatan Pekerjaan dan Alam Sekitar (KKPAS) yang merangkumi prosedur – prosedur seperti yang tercatat di dalam Lampiran 3: Pelan KKPAS
3.	Personel Keselamatan dan Kesihatan Pekerjaan atau Orang Kompeten a) Operator Kren yang ditauliahkan oleh JKKP b) Pemeriksa Bulanan Peranti Mengangkat c) Penyelia Aktiviti Angkat-Mengangkat d) Penyelia Aktiviti Pengorekan dan Penggalian e) Pemeriksa Bulanan Mesin, Jentera dan Peralatan Berkuasa Mudah Alih f) Pengawal Keselamatan Tapak
4.	Pengeluaran, Pematuhan dan Penutupan Permit Bekerja (Permit To Work – PTW) Penyediaan, pengeluaran dan penutupan Sistem PTW untuk aktiviti-aktiviti yang berisiko tinggi termasuk, tetapi tidak terhad kepada: a) Angkat-mengangkat beban menggunakan <i>Mobile Crane</i> b) Angkat-mengangkat orang menggunakan <i>Skylift</i> atau <i>Boomlift</i> atau <i>Scissorslift</i> c) Penggalian atau pengorekan yang kedalamannya melebihi 2 meter d) Memasuki Ruang Terkurung atau <i>Confined Space</i> dibawah Kod Amalan Ruang Terkurung 2010 oleh JKKP atau <i>DOSH</i> e) Kerja-kerja runtuh bangunan atau struktur f) Aktiviti-aktiviti yang melibatkan gangguan dan kemungkinan kemalangan kepada trafik atau lalulintas. g) Bekerja di tempat tinggi yang melebihi 2 meter seperti di atas Perancah, di atas bumbung, h) Aktiviti yang melibatkan penggunaan mesin X-Ray atau Bahan radioaktif untuk tujuan <i>Non Destructive Testing (NDT)</i> i) Kerja-kerja Panas atau <i>Hot Work</i> yang boleh menyebabkan kebakaran atau letupan seperti mengimpal, mencanai atau memotong besi j) Kerja yang dilakukan di waktu malam selepas pukul 7 pm
5.	Mesyuarat Jawatankuasa KKPAS (Jika ada 40 Pekerja atau lebih) Menjalankan mesyuarat dan pemeriksaan KKPAS dalam tempoh kontrak seperti: a) Mesyuarat Jawatankuasa setiap bulan bagi tempoh kontrak. b) Pemeriksaan Tempat Kerja oleh Jawatankuasa setiap bulan.
6.	Pemeriksaan KKPAS di tapak a) Pemeriksaan KKPAS di tapak oleh SHO atau SSS pada setiap hari
7.	Induksi dan Latihan KKPAS Menghadiri atau menjalankan latihan dan kursus induksi untuk setiap pekerja dan mana-mana kursus berkaitan yang diperlukan, untuk keseluruhan projek. a) Kursus CIDB Kad Hijau

	b) Kursus Induksi keselamatan dan kesihatan pekerjaan MBPJ c) Taklimat Harian KKPAS (<i>Tool box Talk</i>) d) Latihan berkenaan Peraturan Jawatan Kuasa KKPAS 1996 untuk ahli-ahli Jawatankuasa. e) Prosedur Kerja Selamat (<i>Safe Operating Procedure</i>) f) Bekerja di Tempat Tinggi g) Persediaan Kecemasan, Tindakan Kecemasan dan Pengosongan Bangunan/Tapak h) Memadamkan kebakaran i) Pertolongan Cemas dan <i>CPR</i> j) Keselamatan pengendalian bahan kimia k) Keselamatan pengendalian jentera, mesin dan peralatan seperti <i>Forklift, Overhead Crane, Skylift, Back Hoe, Bar bender, bar Cutter, Pile Rig</i>, dan lain lain yang berkenaan l) Keselamatan operasi mengangkat menggunakan Kren dan <i>Skylift</i> m) Keselamatan bekerja di atas jalan raya n) Keselamatan pemanduan berhempah di jalanraya o) Permit Bekerja dengan selamat (Permit To Work – PTW) p) Keselamatan Ruang Terkurung q) Penjagaan Alam Sekitar r) Dan lain-lain yang dirasakan perlu berdasarkan hasil penilaian HIRADC.
8.	Penyediaan Permit Bekerja, Skim Insuran, CIDB <i>Green Card</i> dan Pemeriksaan Kesihatan a) Pihak Kontraktor mestilah memastikan setiap pekerja yang bekerja di tapak mempunyai Permit Bekerja yang sah dari Jabatan Imigresen b) Pihak Kontraktor mestilah memastikan Skim Pampasan Insuran Nyawa atau Kemalangan kepada setiap pekerja c) Pihak Kontraktor mestilah memastikan setiap pekerja telah menghadiri Kursus Kad Hijau atau <i>Green Card</i> yang ditauliahkan oleh CIDB dan mempunyai <i>Green Card</i> CIDB yang sah sepanjang tempoh kontrak d) Pihak Kontraktor mestilah memastikan setiap pekerja sentiasa sihat mental dan fizikal ketika berada di tapak kerja. Pemeriksaan kesihatan yang berkala mestilah dilakukan ke atas setiap pekerja untuk memastikan kesihatan pekerja sentiasa terjamin semasa berada di tapak kerja.
9.	Alatan Perlindungan Diri (<i>Personnel Protective Equipment – PPE</i>) Menyediakan (mengikut keperluan yang tercatat di dalam Borang HIRADC), menyelenggara dan menggantikan mana-mana kerosakan alatan pelindung diri yang telah diluluskan oleh SIRIM atau JKKP (<i>DOSH</i>) atau Badan-Badan Antarabangsa yang bertaualiah kepada semua pekerja, pekerja sub kontrak. a) <i>Vest</i> Keselamatan Berwarna Kuning dengan Pemantul Cahaya b) Cermin Mata Keselamatan atau <i>Safety Glasses</i> c) Gogal Keselamatan atau <i>Safety Goggles</i> d) Pelindung Muka atau <i>Face Shield</i> e) Abah-Abah Keselamatan atau <i>Safety Harness</i> dan Tali Penyangkut atau <i>lanyards</i> f) Kasut keselamatan atau <i>Safety boots</i> g) Sarung Tangan Keselamatan (Sarung tangan yang sesuai dengan aktiviti tersebut seperti Sarung Tangan Kalis Kimia untuk pengendalian bahan kimia) h) Topi keselamatan atau <i>Safety Helmet</i> i) Penyumbat atau Penutup Telinga atau <i>Ear Plugs</i> atau <i>Ear Muffs</i> j) Peralatan Perlindungan Pernafasan (untuk kerja-kerja ruang terkurung, berhabuk dan pendedahan kepada bahan kimia) k) Pakaian perlindungan atau <i>Coverall</i> l) Lain-lain (sila nyatakan)
10.	Penyediaan Laporan Bulanan/Mingguan KKPAS a) Menyediakan laporan bulanan atau mingguan KKPAS dan laporan penutupan hasil penemuan audit KKPAS kepada Penyelia Projek, iaitu Kakitangan MBPJ

11.	Pemeriksaan dan Penyelenggaraan Berkala Peranti Mengangkat (Seperti <i>Wire Rope, Chain Block, Web Sling, Shackle, Eye bolts</i>) dan Penyimpanan Rekod a) Pemeriksaan bulanan peranti mengangkat untuk memastikan penggunaan yang selamat b) Menyimpan dan menyelenggara secara berkala semua rekod pemeriksaan dan ujian
12.	Pemeriksaan dan Penyelenggaraan Berkala Jentera & Mesin dan Penyimpanan Rekod a) Pemeriksaan bulanan jentera, mesin dan peralatan berkuasa mudah alih untuk memastikan penggunaan yang selamat dan peranti keselamatan seperti suis kecemasan, <i>protective guard, sensor keselamatan, interlock</i> keselamatan sentiasa berfungsi. b) Pemeriksaan wajib oleh JKKP atau <i>DOSH</i> pada setiap 15 bulan untuk mesin dan jentera seperti <i>Mobile Crane, Tower Crane, Crawler Crane, Compressor, Pile Rig</i> dan <i>Skylift</i> c) Penyelenggaraan bulanan jentera, mesin dan peralatan berkuasa mudah alih secara berkala mengikut spesifikasi yang telah ditetapkan oleh pihak Pengeluar atau Pembekal. d) Menyimpan dan menyelenggara secara berkala semua rekod pemeriksaan jentera, mesin, peralatan berkuasa mudah alih e) Jentera, Mesin dan Peralatan yang dimaksudkan termasuk, tetapi tidak terhad kepada: I. Kren menara dan peralatannya II. Kren mudah alih/ (<i>Mobile/Crawler crane</i>) dan peralatannya III. <i>Hoist</i> bahan dan <i>Hoist</i> penumpang IV. Pelantar Bekerja Berkuasa Turun Naik & Mudah Alih seperti <i>Skylift, Boom Lift, Scissors Lift</i> V. Mesin <i>Bar Bender</i> dan <i>Bar Cutter</i> VI. Penggerak utama (<i>Prime Mover</i> seperti <i>Disel Genset</i>) VII. Mesin pemotongan mekanikal seperti <i>Drill, Grinder, Cutter</i> VIII. Gondola atau Pelantar Tergantung IX. Peralatan dan mesin elektrik X. Perancah XI. Pengandung Tekanan dan Mesin Pemampat (<i>Compressor</i>) XII. Mesin Cerucuk (<i>Pile Rig</i>), Mesin Cerucuk <i>Sheet Pile, Back Hoe</i> XIII. dan sebagainya
13.	Peralatan Kecemasan atau Kecederaan a) Menyediakan dan penyelenggaraan peti pertolongan cemas yang mencukupi b) Menyediakan sekurang-kurangnya seorang pekerja yang terlatih dengan ilmu Pertolongan Cemas yang sentiasa ada di tapak projek
14.	Keselamatan Elektrik a) Penggunaan <i>industrial plug</i>, soket, wayar penyambung, <i>Distribution Board (DB)</i> yang diluluskan oleh SIRIM b) Penjagaan dan penyelenggaraan wayar elektrik, wayar penyambung, soket dan <i>DB</i> c) Pemeriksaan bulanan kepada semua peralatan berkuasa elektrik d) Jarak selamat bekerja berhampiran dengan Wayar TNB di atas kepala (<i>TNB Overhead Electrical Transmission Cable</i>)
15.	Keselamatan Kerja-Kerja Pengorekan atau Penggalian a) Penyediaan dan penyelenggaraan pagar kawasan pengorekan atau penggalian untuk kedalaman melebihi 3 meter b) Pemasangan dan penyelenggaraan Papan tanda, kon keselamatan, tali keselamatan, lampu <i>spotlight</i> di waktu malam dan lampu kelip-kelip c) Penyediaan Pengawal Bendera jika pengorekan dilakukan di jalanraya. d) Tangga keluar masuk yang selamat untuk kedalaman melebihi 1.2 meter e) Pemeriksaan keselamatan kawasan pengorekan setiap minggu atau selepas hujan ribut dan banjir, dilakukan oleh Penyelia Pengorekan
16.	Perancah (Scaffolding): a) Menyediakan Pemasang Perancah yang terlatih dan mempunyai sijil latihan

	b) Memastikan setiap perancah yang dibina yang melebihi 3 meter diluluskan oleh Perancah Kompeten (Competent Scaffolder) yang bertauliah dan sah dari pihak JKKP atau <i>DOSH</i> dan ditandakan dengan <i>Scaffold Tag</i> Hijau. c) Memastikan perancah yang dibina dilengkapi dengan <i>base plate</i>, <i>sole board</i>, pelantar yang tidak terbuka atau ruang yang terbuka, <i>top rail</i>, <i>mid rail</i>, <i>toe board</i>, tangga turun naik yang khas dan struktur yang stabil.
17.	Perlindungan Kepada Orang Awam & Alam Sekitar a) Tiada bahaya kemalangan trafik disebabkan oleh kerja-kerja yang berhampiran dengan jalanraya awam b) Pembersihan lumpur dan tanah dari kenderaan yang keluar dari tapak kerja dan tiada pengaliran lumpur atau tanah dari tapak kerja ke longkang awam atau keluar dari tapak kerja. c) Tiada kebisingan yang melampau (Kurang dari 55 dBA di waktu malam dan kurang dari 65 dBA di waktu siang) dari tapak kerja d) Tiada asap hitam (melebihi skala No. 1 Carta Ringlemann) yang dilepaskan oleh kenderaan atau jentera di tapak e) Penyaliran najis kumbahan ke tangki septic dan tidak ke longkang awam f) Pengawal lalulintas atau trafik di pintu masuk utama tapak kerja
18.	Peralatan Pemadaman Kebakaran a) Menyediakan dan menyelenggara alat pemadam api mudah alih yang mencukupi dan sah di tempat kerja b) Lain-lain peralatan menghadapi kecemasan seperti <i>Loud Hailer</i> dan <i>Siren</i>
19.	Pencegahan Kejatuhan di Tempat Kerja a) Sisi dan tepi yang tidak dilindungi Membekal, memasang, mendirikan dan menyelenggara pagar penghadang, <i>barricade</i> dan <i>toe board</i> untuk tepi / bukaan terdedah tetapi tidak terhad kepada: I. Bukaan perimeter bangunan II. Bukaan <i>Lift Shaft</i> III. Bukaan Lantai IV. Pelantar bekerja V. Pelantar muatan (<i>Loading platform</i>) b) Susur Tangan Menyediakan, memasang dan menyelenggara susur tangan sementara di tangga yang digunakan sebagai akses dan jalan keluar/masuk. c) Penutupan sementara Menyediakan, memasang dan menyelenggara penutupan sementara yang mencukupi dengan menggunakan bahan yang tebal dan kuat untuk mana-mana bukaan lantai apabila pagar penghadang/ <i>barricade</i> tidak sesuai digunakan. d) Jaring Keselamatan/ <i>peripheral net</i> Menyediakan, memasang dan menyelenggara jaring keselamatan dan <i>peripheral net</i> untuk mengelakkan kejatuhan objek e) Sistem penangkap individu terjatuh Menyediakan, memasang dan menyelenggara sistem penangkap individu jika terjatuh yang termasuk: I. <i>anchor/ hook</i> penyangkut <i>lanyard</i> keselamatan II. Abah-abah keselamatan atau <i>Safety Harness</i> III. <i>Lanyard</i> IV. <i>Wire Rope Static Life line</i> V. dan lain-lain yang perlu berdasarkan Borang <i>HIRADC</i> f) Sistem mengawal pekerja dari jatuh dan lemas jikalau bekerja berjampiran sungai, tasik atau longkang besar Penyediaan dan penyelenggaraan pagar penghadang atau pelampung atau <i>life jacket</i> dan papan

	tanda amaran
20.	Kemudahan dan fasiliti kepada Pekerja. a) Stor Penyimpanan Barangan Penyediaan dan penyelenggaraan setor penyimpanan barangan, peralatan dan bahan-bahan kerja yang mencukupi, teratur dan bersih b) Tandas Penyediaan dan penyelenggaraan tandas yang mencukupi kepada pekerja c) Kemudahan Air Minuman Penyediaan dan penyelenggaraan air minuman bersih yang mencukupi kepada pekerja d) Pencahayaan Penyediaan dan penyelenggaraan pencahayaan yang mencukupi di kawasan kerja, di laluan dan jalan keluar masuk yang gelap e) Ruang Rehat Penyediaan dan penyelenggaraan ruang rehat yang teduh dari hujan dan panas dan yang selamat dan bersih f) Kawasan Merokok Penyediaan dan penyelenggaraan kawasan merokok yang khas dilengkapi dengan dulang habuk, alat pemadam api dan papan tanda. g) Pengudaraan Penyediaan dan penyelenggaraan pengudaraan mekanikal di kawasan di mana tiada pengudaraan semula jadi terutamanya di kawasan-kawasan yang memerlukan peredaran udara yang berterusan yang melibatkan debu, gas dan asap seperti <i>generator</i>, aktiviti kimpalan, aktiviti mengecat, ruang terkurung, dan lain-lain
21.	Pengendalian Bahan Kimia dan Bahan Berbahaya a) Pelabelan dan Penyimpanan Penyediaan dan pegemaskinian label bekas bahan kimia; penyediaan dan pengawalan bahan kimia dan ruang penyimpanan yang selamat di tapak atau di tempat kerja untuk mematuhi Peraturan Klasifikasi, Pelabelan dan Lembaran Data Keselamatan Bahan Kimia Berbahaya Kepada Kesihatan 2013 (<i>CLASS Regulations 2013</i>) dan Peraturan Penggunaan dan Standard Pendedahan Bahan Kimia Berbahaya kepada Kesihatan (<i>USECHH Regulations 2000</i>) b) Peralatan Pelindungan Diri (PPE) kepada pekerja. Menggunakan <i>PPE</i> untuk mengendalikan bahan kimia berbahaya di tempat kerja untuk mematuhi Peraturan (<i>USECHH Regulations 2000</i>) seperti: I. <i>Goggles</i> II. Cermin mata keselamatan III. Pelindung muka penuh IV. Sarung tangan kalis bahan kimia V. Pelindung Pernafasan atau <i>Respirator</i> VI. Pakaian perlindungan seperti <i>Lab Coat</i> atau <i>Coverall</i> VII. Kasut Keselamatan atau Kasut kulit yang bertutup VIII. dan lain-lain <i>PPE</i> yang diperlukan mengikut kehendak <i>CHRA</i>. c) Program pengendalian bahan kimia berbahaya di tapak Peruntukan untuk menyediakan langkah-langkah berikut: I. Latihan bahan kimia berbahaya di tapak. II. Pemantauan pendedahan bahan kimia berbahaya di tapak. III. Pengawasan kesihatan untuk pekerja yang terdedah kepada bahan kimia berbahaya (Di bawah Jadual ke-2 Peraturan <i>USECHH 2000</i>) di tapak.
22.	Situasi Kerja Khas a) Bekerja di dalam Ruang Terkurung (RT)

	I. Melaksanakan keperluan Sistem PTW dan kehendak prosedur untuk memasuki ruang terkurung dengan selamat. II. Menyediakan, memasang dan menyelenggara tanda-tanda amaran keselamatan untuk ruang terkurung. III. Menyediakan laluan masuk dan keluar yang selamat IV. Menyediakan dan melaksanakan Pelan Tindakan Kecemasan untuk menyelamatkan mangsa jika berlaku apa-apa kemalangan RT. b) Bekerja berhampiran atau di jalanraya awam atau keluar masuk ke jalanraya awam I. Menyediakan Penjaga Bendera atau Pengawal Lalulintas yang mencukupi lengkap dengan vest keselamatan, bendera dan baton yang menyala pada waktu malam untuk mengawal kenderaan di jalan raya awam atau jentera pembinaan yang keluar masuk dari tapak II. Menyediakan papan tanda dan kon-kon keselamatan yang mencukupi (mematuhi Arahan Teknik JKR yang berkaitan) untuk mengelakkan kemalangan dari berlaku.
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Syarat-Syarat ini dipersetujui dan wajib dipatuhi oleh Kontraktor:

Nama:

Tandatangan:

No. K/P:

Jawatan:

Syarikat:

Tarikh:

Cop Syarikat:

DOKUMEN G

**PERJANJIAN PEMATUHAN
ASPEK KESELAMATAN
KESIHATAN PEKERJAAN
DAN ALAM SEKITAR
(OSHE) TERHADAP KERJA-
KERJA YANG DIJALANKAN
OLEH KONTRAKTOR DI
BAWAH SELIAN MBPJ**



**PERJANJIAN PEMATUHAN ASPEK KESELAMATAN,
KESIHATAN PEKERJAAN DAN ALAM SEKITAR (OSHE)
TERHADAP KERJA-KERJA YANG DIJALANKAN OLEH
KONTRAKTOR DI BAWAH SELIAAN MBPJ**

Tandatangan Kontraktor : _____

1.0 PENALTI

- 1.1 **Kontraktor** di dalam keadaan di mana kerja-kerja kontrak yang dilaksanakan adalah kurang memuaskan dari aspek **pelaksanaan pematuhan OSHE** akan menyebabkan **MBPJ** bertindak dalam apa cara sekalipun dalam memastikan pelaksanaan pematuhan OSHE di tapak dilaksanakan. Dimana kerja-kerja yang dilakukan oleh **Kontraktor** adalah didapati tidak memuaskan dari aspek **pematuhan OSHE** seperti yang diperuntukan dibawah **Perjanjian** ini dan **MBPJ** tidak bercadang untuk menganggap perbuatan **Kontraktor** tersebut sebagai pecah syarat yang boleh mengakibatkan **Perjanjian** ini ditamatkan, **MBPJ** berhak **mengenakan penalti** kepada **kontraktor** seperti yang ditunjukkan di bawah **Jadual Kadar Penalti**.
- 1.2 Jumlah penalti tersebut adalah termasuk jumlah kos atau perbelanjaan yang **MBPJ** belanjakan bagi melakukan kerja-kerja kontrak yang tidak memenuhi keperluan **Perjanjian** ini dan **MBPJ** boleh membuat potongan terhadap bayaran bulanan **Kontraktor** akibat daripada denda / penalti yang dikenakan ini.

Tandatangan Kontraktor : _____



**JADUAL KADAR PENALTI BAGI
KETIDAKPATUHAN ASPEK OSHE**

Tandatangan Kontraktor : _____

2.0 PEMATUHAN PELAKSANAAN OSHE

2.1 Kegagalan pihak kontraktor dan subkontraktor yang menjalankan kerja-kerja di bawah seliaan Majlis mengikut spesifikasi di dalam Prosedur dan keperluan Keselamatan, Kesihatan Pekerjaan dan Alam Sekitar (OSHE) yang telah ditetapkan oleh Majlis akan menyebabkan tindakan pemotongan pembayaran dikenakan. Pegawai Keselamatan dan Kesihatan (SHO) MBPJ akan mengenakan tindakan penalti mengikut kadar yang telah ditetapkan seperti jadual berikut.

a) KATEGORI KESALAHAN / KEGAGALAN BAGI PEMATUHAN KEPERLUAN KESELAMATAN DAN KESIHATAN PEKERJAAN (OSHE) DI TAPAK ATAU KAWASAN KERJA

BIL	KETIDAKPATUHAN	DIKENAKAN TERHADAP	JUMLAH PENALTI (RM)	CATATAN KETIDAKPATUHAN
A	KOMPETENSI			
1.	Gagal melantik Pegawai keselamatan dan kesihatan (SHO) - (Projek melebihi 20 Juta)	Organisasi	5000 / Bulan	
2.	Gagal melantik Penyelia keselamatan tapak binaan (SSS) – (Projek bernilai RM20 Ribu)	Organisasi	3500 / Bulan	
3	Tapak projek tidak mempunyai SHO / SSS semasa kerja dijalankan	Organisasi	500	
4.	Gagal melantik 'Traffic Managemnet Officer' TMO bagi kerja-kerja yang berkaitan jalan raya	Organisasi	5000	
5.	Gagal melantik 'Pengapit' CHRA bagi kerja-kerja berkaitan penilaian bahan kimia	Organisasi	5000	
6.	Gagal melantik Penguji Gas 'Authorised Gas Tester' bagi kerja-kerja berkaitan ruang terkurung	Organisasi	500 / Hari	
7.	Gagal melantik chargeman (AO/A1) bagi kerja-kerja berkaitan elektrik	Organisasi	800 / Ujian	

Tandatangan Kontraktor : _____

B				
PERALATAN PERLINDUNGAN DIRI (PPE)				
1.	Tidak memakai topi keselamatan (<i>Safety Helmet</i>) semasa di tapak.	Bagi Setiap Penemuan Kesalahan	50	
2.	Tidak memakai kasut keselamatan (<i>Safety Shoes</i>) semasa di tapak.	Bagi Setiap Penemuan Kesalahan	50	
3.	Tidak memakai vest keselamatan (<i>Safety Vest</i>) semasa di tapak.	Bagi Setiap Penemuan Kesalahan	50	
4.	Tidak memakai Peralatan Perlindungan Diri (PPE) yang diperlukan mengikut kerja. (<i>Safety Harness / Respirator / Glove / Goggle / Safety Glass / Ear Muff / Ear Plug / Face Shield</i>)	Bagi Setiap Penemuan Kesalahan	50	
C				
PERANCAH (SCAFFOLDING)				
1.	Tiada pengesahan daripada Jurutera Professional bagi ketinggian perancah yang melebihi 15 meter	Organisasi	300	
2.	Tiada pemeriksaan oleh kompeten <i>scaffolder</i> ke atas perancah. (sekali dalam seminggu)	Organisasi	300	
3.	Pendirian perancah tidak menggunakan <i>base plate / sole plate</i> .	Organisasi	150	
4.	Tidak menggunakan metal deck working platform pada perancah.	Organisasi	300	
5.	Perancah tumbang secara tiba-tiba dari ketinggian.	Organisasi	500	
6.	Menggunakan perancah yang tidak diluluskan (Red Tag).	Organisasi	300	
D				
STRUKTUR DAN KONKRIT				
1.	Menggunakan <i>Concrete Bucket</i> yang rapuh dan tidak selamat.	Organisasi	300	
2.	Menggunakan platform yang tidak kukuh untuk kerja-kerja konkrit.	Organisasi	300	
3.	Starter bar atau rebar menonjol / terdedah tanpa perlindungan. (<i>End Cap Rebar</i>)	Organisasi	100	

Tandatangan Kontraktor : _____

4.	Tidak membersihkan serpihan dari kawasan kerja dan platform	Organisasi	100	
E	WELDING / PEMOTONGAN			
1.	Menjalankan kerja panas (<i>welding/cutting</i>) kurang daripada 3 meter dari bahan mudah terbakar	Organisasi	200	
2.	Tidak menyediakan peralatan pemadam kebakaran (<i>Fire Extinguisher</i>) di tempat melakukan kerja-kerja panas.	Organisasi	200	
3.	Kimpalan oleh pengimpal yang tidak berkelayakan.	Organisasi	300	
4.	Melakukan kerja-kerja kimpalan atau pemotongan <i>Hot Work</i> tanpa penyeliaan	Organisasi	150	
F	PENGOPERASI MESIN DAN PERALATAN			
1.	Menggunakan jentera, peralatan dan mesin tanpa kebenaran atau kelulusan daripada pihak berwajib. (JKKP/DOE/JPJ)	Bagi Setiap Penemuan Kesalahan	500	
2.	Jentera, peralatan dan mesin dikendalikan oleh orang yang tidak dilatih.	Bagi Setiap Penemuan Kesalahan	300	
3.	Menggunakan mesin yang tiada penghadang bagi rantai atau tali sawat yang sedang beroperasi.	Bagi Setiap Penemuan Kesalahan	300	
4.	Silinder gas tidak berada dalam kedudukan menegak.	Bagi Setiap Penemuan Kesalahan	500	
5.	Tidak memasang <i>Flashback arrestor</i> untuk hos gas.	Bagi Setiap Penemuan Kesalahan	300	
6.	Membawa penumpang pada pengoperasian jentera.	Bagi Setiap Penemuan Kesalahan	300	
7.	Menggunakan jentera, peralatan dan mesin yang tiada PMA/PMT	Bagi Setiap Penemuan Kesalahan	500	
8.	Pengendali tidak membuat pemeriksaan secara berkala terhadap mesin yang digunakan. (Menggunakan borang senarai semak)	Bagi Setiap Penemuan Kesalahan	150	

Tandatangan Kontraktor : _____

9.	Tiada kakitangan yang memerhatikan kerja yang dilakukan iaitu sebagai <i>Signalman / Banksman / Slinger / Rigger</i> yang terlatih semasa mesin beroperasi	Bagi Setiap Penemuan Kesalahan	150	
10.	Menggunakan peranti mengangkat tanpa memaklumkan kepada penyelia dan pemeriksaan	Bagi Setiap Penemuan Kesalahan	150	
11.	Tidak meletakkan metal <i>base plate</i> untuk trek jentera	Bagi Setiap Penemuan Kesalahan	500	
12.	Menyalahgunakan peralatan / mesin / jentera bagi sesuatu kerja yang boleh menyebabkan kemalangan kepada pekerja, orang awam dan harta benda	Bagi Setiap Penemuan Kesalahan	1000	
G	ACUAN			
1.	Menyimpan atau membuang formwork dalam keadaan yang berbahaya	Bagi Setiap Penemuan Kesalahan	300	
2.	Gagal mengelakkan formwork daripada jatuh atau runtuh daripada tempat tinggi.	Bagi Setiap Penemuan Kesalahan	300	
3.	Menyusun atau menyimpan barangan di tepi bangunan yang terbuka (terjatuh dari tempat tinggi)	Bagi Setiap Penemuan Kesalahan	300	
4.	Mengangkat barangan tanpa menggunakan loading platform.	Bagi Setiap Penemuan Kesalahan	300	
5.	Membuang, campak, menendang barangan daripada tempat tinggi.	Bagi Setiap Penemuan Kesalahan	300	
6.	Mengisi barangan lebih daripada muatan daripada acuan.	Bagi Setiap Penemuan Kesalahan	150	
H	ELEKTRIKAL			
1.	Menggunakan kabel / penyambung / plug elektrik yang tidak selamat.	Bagi Setiap Penemuan Kesalahan	150	
2.	Menggunakan komponen / peralatan elektrik yang bukan daripada jenis perindustrian.	Bagi Setiap Penemuan Kesalahan	300	

Tandatangan Kontraktor : _____

3.	Menggunakan <i>Distribution Board</i> yang tidak selamat.	Bagi Setiap Penemuan Kesalahan	300	
4.	Meletakkan kabel / wayar elektrik di atas tanah yang boleh menyebabkan bahaya elektrik.	Bagi Setiap Penemuan Kesalahan	300	
5.	<i>Distribution Board</i> tidak ditutup dan dikunci.	Bagi Setiap Penemuan Kesalahan	300	
I	ORGANISASI			
1.	Tiada Polisi keselamatan di tapak.	Organisasi	300	
2.	Tiada peraturan keselamatan untuk kerja-kerja yang di lakukan. (Prosedur dan SOP)	Organisasi	500	
J	KEKEMASAN (HOUSEKEEPING)			
1.	Tiada kekemasan di dalam tapak.	Organisasi	300	
2.	Barangan menghalang laluan.	Organisasi	150	
3.	Membuang barangan atau sampah di tempat yang dilarang.	Organisasi	150	
4.	Barangan disusun didalam keadaan tidak selamat.	Organisasi	150	
K	KEPERLUAN UMUM			
1.	Menggunakan tangga yang usang dan rapuh	Bagi Setiap Penemuan Kesalahan	300	
2.	Tidak menyediakan akses yang selamat untuk ke tempat tinggi.	Bagi Setiap Penemuan Kesalahan	300	
3.	Menyalahgunakan mana-mana keperluan keselamatan.	Bagi Setiap Penemuan Kesalahan	100	
4.	Mewujudkan keadaan / perbuatan yang berbahaya.	Bagi Setiap Penemuan Kesalahan	100	
5.	Tidak menyediakan penghadang untuk kawasan terbuka yang kemungkinan jatuh.	Bagi Setiap Penemuan Kesalahan	300	
6.	Gagal mengemukakan laporan tindakan pembetulan mengikut tarikh yang ditetapkan oleh Unit Audit Keselamatan.	Bagi Setiap Pemeriksaan	300	

Tandatangan Kontraktor : _____

7.	Gagal mengikut arahan " <i>Stop work Order</i> "	Organisasi	1000	
8.	Gagal mengemukakan dokumen OSHE seperti yang dikehendaki oleh Unit Audit Keselamatan.	Bagi Setiap Penemuan Kesalahan	100	
9.	Gagal menyediakan kawasan khas merokok dan diletakkan papan tanda "Kawasan Merokok"	Organisasi	100	
10.	Gagal menyediakan Pelan Kecemasan (ERP) dan tempat berkumpul ketika kecemasan.	Organisasi	200	
11.	Gagal menyediakan <i>Wash Truck Tyre Bay</i> sistem di tapak projek (Projek Skala Besar Kerja Tanah)	Organisasi	200	
12.	Gagal menyediakan <i>sediment trap, sediment basin & temporary earth drain</i> (Projek Skala Besar Kerja Tanah)	Organisasi	200	
13.	Gagal menyediakan Traffic Management Officer (TMO) / Traffic Management Plan / Flagman / bagi kerja-kerja di atas jalanraya	Organisasi	300	
14.	Gagal melakukan toolbox talk kepada pekerja	Organisasi	300	
15.	Tiada HIRADC disediakan ditapak / tiada HIRADC disediakan untuk aktiviti dilakukan	Organisasi	300	
16.	Gagal menyediakan peralatan pemadam kebakaran (<i>Fire Extinguisher</i>) ditapak	Organisasi	300	
17.	Gagal menyediakan First Aid Box ditapak	Organisasi	300	
18.	Papan tanda keselamatan dan papan tanda amaran tidak disediakan / dipamerkan ditapak	Organisasi	500	
19.	Gagal mengemaskini modul <i>site update</i> didalam OSHE Apps	Organisasi	300	
20.	Gagal menyediakan latihan kecemasan kepada pekerja ditapak	Organisasi	300	
22.	Pekerja menghisap rokok semasa melakukan kerja	Bagi Setiap Penemuan Kesalahan	50	

Tandatangan Kontraktor : _____

23	Pekerja menghisap rokok bukan di tempat yang dikhaskan	Bagi Setiap Penemuan Kesalahan	50	
L	PERMIT KERJA			
1.	Tidak memohon Permit Kerja Selamat (PTW) untuk bekerja sebagaimana yang diperlukan oleh MBPJ.	Bagi Setiap Aktiviti	500	
2.	Menjalankan kerja ditapak tanpa Permit Kerja Selamat (PTW) yang sah	Bagi Setiap Aktiviti	500	
3.	Menjalankan kerja tanpa memperbaharui Permit Kerja Selamat	Bagi Setiap Aktiviti	500	
M	BAHAN KIMIA			
1.	Menyimpan bahan kimia di dalam bekas yang dilarang.	Bagi Setiap Bahan Kimia	300	
2.	Tidak menyediakan / memaparkan label dan <i>Safety Data Sheet</i> SDS di tapak bagi setiap bahan kimia.	Bagi Setiap Bahan Kimia	300	
3.	Tidak menyediakan dulang tadahan kawalan ketumpahan bahan kimia bagi setiap tong/bekas bahan kimia.	Bagi Setiap Bahan Kimia	300	
4.	Tidak menyediakan ruang / stor penyimpanan bahan kimia.	Bagi Setiap Penemuan Kesalahan	300	
5.	Tidak menyediakan alat pemadam api di ruang / stor penyimpanan bahan kimia.	Bagi Setiap Penemuan Kesalahan	200	
N	PENDAFTARAN PEKERJA / KESELAMATAN			
1.	Pekerja tidak mempunyai kad Induksi OSHE MBPJ	Organisasi	50 / Individu	
2.	Pekerja tidak mempunyai kad CIDB	Organisasi	100 / Individu	
3.	Operator tidak memiliki kelayakan atau sijil kelayakan	Organisasi	500 / individu	
O	PENDAFTARAN TAPAK BINA / JENTERA			
1.	Pendaftaran butiran projek dan butiran pekerja di dalam Aplikasi OSHE MBPJ	Organisasi	500	
2.	Tapak bina yang melebihi tempoh 6 minggu dan menggunakan jentera	Organisasi	1000	

Tandatangan Kontraktor : _____

	tidak didaftarkan kepada JKPP / DOSH.			
P	PENJAGAAN ALAM SEKITAR			
1.	Pembuangan bahan kimia seperti minyak, cat dan bekas-bekas bahan kimia ke dalam tong yang bukan dikhaskan untuk Bahan Buangan Terjadual (BBT) atau tempat yang tidak dikhaskan untuk BBT.	Organisasi	500	
2.	Pengaliran lumpur ke dalam perparitan dan jalan awam.	Organisasi	500	
3.	Pembuangan kain-kain buruk dan sarung tangan yang telah tercemar dengan bahan kimia, minyak dan cat ke dalam tong yang bukan dikhaskan untuk BBT atau tempat yang tidak dikhaskan untuk BBT.	Organisasi	500	

Tandatangan Kontraktor : _____



JABATAN : _____

BORANG PENGESAHAN PEMOTONGAN BAYARAN PENALTI KETIDAKPATUHAN OSHE

Tajuk Projek : _____

Nama Kontraktor : _____ No Kontrak : _____

BIL	KETIDAKPATUHAN	BIL. JENIS KESALAHAN	CATATAN KETIDAKPATUHAN	JUMLAH PENALTI (RM)
A	KOMPETENSI			
B	PERALATAN PERLINDUNGAN DIRI (PPE)			
C	PERANCAH (SCAFFOLDING)			
D	STRUKTUR DAN KONKRIT			
E	WELDING / PEMOTONGAN			
F	PENGOPERASI MESIN DAN PERALATAN			
G	ACUAN			
H	ELEKTRIKAL			
I	ORGANISASI			
J	KEKEMASAN (HOUSEKEEPING)			
K	KEPERLUAN UMUM			
L	PERMIT KERJA			
M	BAHAN KIMIA			
N	PENDAFTARAN PEKERJA / KESELAMATAN			
O	PENDAFTARAN TAPAK BINA / JENTERA			
P	PENJAGAAN ALAM SEKITAR			
JUMLAH				

Disediakan oleh :

Disahkan oleh :

PEGAWAI KESELAMATAN & KESIHATAN MBPJ (SHO)

PEGAWAI PENGUASA

Nama :

Nama :

Jawatan : Pegawai Keselamatan & Kesihatan MBPJ (SHO)

Jawatan :

Tarikh :

Tarikh :



LETTERHEAD MAJLIS
MAJLIS BANDARAYA PETALING JAYA
مجلس بندياي قتالڤ جاي
Jalan Yong Shook Lin, 46675 Petaling Jaya,
Selangor Darul Ehsan.

Dokumen Meja Terkawal

Tel : 603 - 7956 3544
Faks : 603 - 7958 1494
Hotline MBPJ : 603 - 7954 2020
E-mel : aduan@mbpj.gov.my
Laman web : www.mbpj.gov.my

SURAT PENGESAHAN AKHIR PEMATUHAN OSHE

KITASELANGOR

Rujukan :

Tarikh :

Nama Kontraktor

Alamat Kontraktor

**PEMBERITAHUAN TINDAKAN PENALTI BERKENAAN TAHAP PEMATUHAN OSHE DI
TAPAK KERJA**

BERDAFTAR DENGAN CIDB DALAM KELAS :

NO. KONTRAK :

TAJUK KERJA :

Berdasarkan pemeriksaan tapak bagi sepanjang tempoh pelaksanaan projek, didapati bahawa syarikat ini telah melakukan kesalahan terhadap pematuhan OSHE yang melibatkan kadar penalti berjumlah RM _____ bagi kesalahan seperti di lampiran / Tiada kesalahan terhadap pematuhan OSHE.

Disediakan oleh :

Disahkan oleh :

PEGAWAI KESELAMATAN &
KESIHATAN MBPJ (SHO)

Nama :

Jawatan : Pegawai Keselamatan &
Kesihatan MBPJ

Tarikh :

PEGAWAI PENGUASA

Nama :

Jawatan :

Tarikh :

AKUAN TERIMA

Salinan asal telah diterima oleh

T/Tangan :

Nama Penerima :

Tarikh Penerimaan :

Syarikat :

Tarikh :

	JABATAN : _____ MAJLIS BANDARAYA PETALING JAYA (MBPJ)
Borang Kesalahan Pematuhan OSHE	

Tajuk Projek : _____

BIL.	JENIS KESALAHAN OSHE	LOKASI	TARIKH / MASA	JUMLAH PENALTI
JUMLAH				

Disediakan oleh :

Disahkan oleh :

 PEGAWAI KESELAMATAN & KESIHATAN
 MBPJ

 PEGAWAI PENGUASA

Nama : _____
 Jawatan : Pegawai Keselamatan & Kesihatan
 MBPJ
 Tarikh : _____

Nama : _____
 Jawatan : _____
 Tarikh : _____

Diterima Oleh :

Tandatangan
 Kontraktor / Wakil : _____

Nama : _____

Syarikat : _____

Jawatan : _____

Tarikh : _____

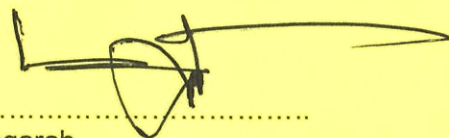
DOKUMEN H
SENARAI KUANTITI

MAJLIS BANDARAYA PETALING JAYA
JABATAN LANDSKAP

SENARAI KUANTITI

KERJA-KERJA MENILAI, MENYELENGGARA, MENEBAH, MELUPUSKAN POKOK-POKOK BERISIKO DAN KERJA-KERJA BERKAITAN DI JALAN TEMPLER, JALAN SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN, JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK TETUAN MAJLIS BANDARAYA PETALING JAYA. (TAWARAN SEMULA)

1. Jadual Kadar Harga ini hendaklah dibaca berhubung dengan Arahan Kepada Penender, Borang Tender & Syarat-syarat Kontrak, Spesifikasi Pelan-Pelan.
2. Kuantiti kerja dalam Jadual Kadar Harga ini adalah 'KUANTITI SEMENTARA' yang menjadi kuantiti anggaran kerja tersebut dan ianya tidak akan diambil kira sebagai kuantiti yang benar atau tepat. Amaun yang akan dibayar kepada kontraktor berkenaan hendaklah ditentukan dengan mengukur semula sebagaimana ianya dilaksanakan sebenarnya.
3. Jadual Kadar Harga ini telah disediakan mengikut prinsip-prinsip Kaedah Ukuran Standard Bagi Kerja-kerja Kejuruteraan Awam, Edisi Ketiga (CESMM3), seperti yang diterbitkan oleh Institusi Jurutera Awam, U.K. Kaedah Ukuran ini juga akan diguna pakai bagi ukuran sebarang perubahan kerja.



Pengarah,
Jabatan Landskap,
Majlis Bandaraya Petaling Jaya

JADUAL SENARAI KUANTITI 1/6

KERJA-KERJA MENILAI, MENYELENGGARA, MENEBAH, MELUPUSKAN POKOK-POKOK BERISIKO DAN KERJA-KERJA BERKAITAN DI JALAN TEMPLER, JALAN SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN, JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK TETUAN MAJLIS BANDARAYA PETALING JAYA. (TAWARAN SEMULA)

BIL	BUTIR KERJA	UNIT	KUANTITI	KADAR HARGA SEUNIT (RM)
1.0	BAHAGIAN A KOS AWALAN & KEPERLUAN KONTRAK (All Provisional) 1.1 Menyediakan perkara-perkara berikut :-			
	a. POLISI INSURANS Menyediakan Insurans Tanggungan Awam dan Insuran Pampasan Pekerja.	pukal	pukal	500.00
	b. BON PELAKSANAAN Menyediakan bon pelaksanaan	pukal	pukal	2,000.00
	c. ARBORIS BERTAULIAH i. Menyediakan khidmat Arborist Bertauliah berpengalaman minimum 8 tahun . ii. Mengenalpasti pokok, merekod butiran lokasi, nama botani, tinggi dan sebagainya. iii. Merakam gambar dan mengukur ukurlilit batang serta lebar silara pokok. iv. Merekod kedudukan GPS pokok menggunakan alat Garmin GPS ($\pm 5m$). v. Menjalankan penilaian pokok berisiko (Tree Risk Assessment berdasarkan komponen fizikal pokok seperti batang, dahan dan daun). vi. Menjalankan penilaian terperinci menggunakan kaedah Visual Tree Assessment (VTA) mengikut Garis Panduan Pokok Berisiko oleh JLN. vii. Mengukur kepadatan sosial struktur kawasan tapak kajian. viii. Menjalankan penilaian ekonomi menggunakan sistem Thyer.	bil	1	48,000.00
	d. LAPORAN KERJA i. Menyediakan 1 set Laporan bergambar Kajian Penilaian Pokok Berisiko. • Dokumen rumusan Inventori Penilaian (A4) • Salinan digital penuh semua laporan dalam format 'softcopy' (Pendrive)	nos	1	5,000.00
	ii. Menyediakan 1 set Laporan Bergambar Kemajuan Kerja Penilaian Pokok Berisiko yang lengkap untuk setiap pokok sebelum dan selepas kerja-kerja dilaksanakan. • Laporan dalam saiz (A4) • Salinan digital penuh semua laporan dalam format 'softcopy' (Pendrive).	nos	1	1,000.00
	*Nota • Semua kadar harga adalah tertakluk kepada kelulusan pihak berkuasa dan boleh disemak mengikut keperluan teknikal. • Laporan hendaklah lengkap dan dibentangkan dalam bentuk profesional serta mudah dirujuk pihak Majlis.			

JADUAL SENARAI KUANTITI 2/6

KERJA-KERJA MENILAI, MENYELENGGARA, MENEBAANG, MELUPUSKAN POKOK-POKOK BERISIKO DAN KERJA-KERJA BERKAITAN DI JALAN TEMPLER, JALAN SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN, JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK TETUAN MAJLIS BANDARAYA PETALING JAYA. (TAWARAN SEMULA)

BIL	BUTIRAN KERJA	UNIT	KUANTITI	KADAR HARGA (RM)
2.0	KESELAMATAN, KESIHATAN PEKERJAAN DAN ALAM SEKITAR (All Provisional)			
2.1	PERSONAL KESELAMATAN DAN KESIHATAN PEKERJAAN ATAU ORANG KOMPETEN. Melantik seorang Penyelia Keselamatan Tapak (Site Safety Supervisor - SSS) yang belum kompeten tetapi telah menghadiri latihan SSS untuk projek bernilai di bawah RM 5 juta untuk menyediakan perkara-perkara berikut: a) Menyediakan PELAN RISIKO KESELAMATAN (HIRADC) mengikut proses kerja-kerja di tapak. b) Menyediakan PELAN ENVIRONMENTAL ASPECT IMPACT (EAI) mengikut proses kerja-kerja di tapak.	SET	1	2,000.00
2.2	PAPAN TANDA BERGERAK DAN KON KESELAMATAN SECUKUPNYA. a) Membekal dan meletakkan 2 nos papan tanda bergerak mengikut lukisan : (Rujuk Lukisan MBPJ/JL/PKS/01/2018) b) Membekal dan meletakkan kon keselamatan dengan secukupnya dan mempunyai pengawal lalulintas yang lengkap dengan pakaian keselamatan.	SET	2	500.00

JADUAL SENARAI KUANTITI 3/6

KERJA-KERJA MENILAI, MENYELENGGARA, MENEBAK, MELUPUSKAN POKOK-POKOK BERISIKO DAN KERJA-KERJA BERKAITAN DI JALAN TEMPLER, JALAN SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN, JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK TETUAN MAJLIS BANDARAYA PETALING JAYA. (TAWARAN SEMULA)

BIL	PERKARA	UNIT	KUANTITI	KADAR HARGA (RM)
1.0	BAHAGIAN B KERJA-KERJA MENYELENGGARA POKOK BERISIKO. (All Provisional) Menyediakan tenaga kerja bagi melaksanakan kerja-kerja secara memanjat pokok dengan pakaian serta peralatan keselamatan yang lengkap (manual), kenderaan dan lain-lain peralatan serta keperluan yang berkaitan untuk melaksanakan perkara berikut termasuk melupuskan sisa kerja ke tapak pelupusan yang dibenarkan: 1.1 KERJA-KERJA PEMANGKASAN PEMBERSIHAN / MENYINGKAP 1.2 KERJA-KERJA MENEBAK POKOK. (Tanpa mencabut akar) *nota: Menyediakan kerja-kerja menyelenggara pokok berisiko mengikut NO. ID pokok yang telah di buat penilaian oleh pihak ARBORIS BERTAULIAH bertauliah yang dilantik oleh pihak kontraktor	nos nos	Mengikut kadar harga yang ditawarkan di dalam 'Lampiran Kadar Harga' dan arahan yang diberikan oleh Pegawai Penguasa atau wakilnya.	340,500.00

LAMPIRAN JADUAL KADAR HARGA

2.0 KERJA-KERJA PENGURUSAN POKOK BERISIKO

Kerja-kerja berikut hanya akan dibayar apabila mendapat arahan Pegawai Penguasa dan atau kelulusan Majlis terlebih dahulu. Menyediakan tenaga kerja, mesin, peralatan, pengangkutan dan lain-lain keperluan bagi kerja-kerja berikut:

2.1 KERJA-KERJA PEMANGKASAN PEMBERSIHAN / MENYINGKAP (All provisional)

- 2.1.1 Semua kerja-kerja memangkas seperti di dalam kontrak ini perlu mendapat arahan dari Pengarah Jabatan Landskap atau wakilnya.
- 2.1.2 Bahan pangkasan serta sampah sarap yang dihasilkan dari kerja-kerja pangkasan hendaklah dibuang segera ke tempat pembuangan sampah yang telah ditentukan oleh Majlis Bandaraya Petaling Jaya.
- 2.1.3 Kesemua dahan pangkasan yang bergarispusat 3cm ke atas perlu dibuat 'wound dressing' seperti arahan yang dikeluarkan oleh Pengarah Jabatan Landskap atau wakilnya.

BIL	PERKARA	UNIT	KADAR HARGA
1.	Ketinggian potongan terakhir 3m diukur dari pangkal pokok di permukaan tanah	Sepokok	RM 20.00
2.	Ketinggian potongan terakhir 6m diukur dari pangkal pokok di permukaan tanah.	Sepokok	RM 50.00
3.	Ketinggian potongan terakhir 9m diukur dari pangkal pokok di permukaan tanah.	Sepokok	RM 100.00
4.	Ketinggian potongan terakhir 12m diukur dari pangkal pokok di permukaan tanah.	Sepokok	RM 220.00
5.	Ketinggian potongan terakhir 15m diukur dari pangkal pokok di permukaan tanah.	Sepokok	RM 350.00
6.	Ketinggian potongan terakhir 18m diukur dari pangkal pokok di permukaan tanah.	Sepokok	RM 600.00
7.	Ketinggian potongan terakhir 21m diukur dari pangkal pokok di permukaan tanah.	Sepokok	RM 850.00

2.2 KERJA-KERJA MENEBAANG POKOK (TANPA MENCABUT AKAR) (All Provisional)

- 2.2.1 Menebang/memotong pokok tanpa menggali serta membuang akar dan tunggul kayu seperti arahan Pengarah Jabatan Landskap atau wakilnya.
- 2.2.2 Segala hasil kerja hendaklah dibuang ke tempat pengkomposan yang ditentukan oleh Majlis Bandaraya Petaling Jaya pada hari yang sama.
- 2.2.3 Bayaran akan didasarkan kepada ukurlilit batang pokok diukur 1 meter daripada paras permukaan tanah.

BIL	PERKARA	UNIT	KADAR HARGA
1.	Memotong atau menebang pokok yang berukurlilit melebihi 0.3m tetapi tidak melebihi 0.5m	Sepokok	RM 100.00
2.	Memotong atau menebang pokok yang berukurlilit melebihi 0.5m tetapi tidak melebihi 1.0m	Sepokok	RM 150.00
3.	Memotong atau menebang pokok yang berukurlilit melebihi 1.0m tetapi tidak melebihi 1.5m	Sepokok	RM 400.00
4.	Memotong atau menebang pokok yang berukurlilit melebihi 1.5m tetapi tidak melebihi 2.0m	Sepokok	RM 600.00
5.	Memotong atau menebang pokok yang berukurlilit melebihi 2.0m tetapi tidak melebihi 2.5m	Sepokok	RM 900.00
6.	Memotong atau menebang pokok yang berukurlilit melebihi 2.5m tetapi tidak melebihi 3.0m	Sepokok	RM 1100.00
7.	Memotong atau menebang pokok yang berukurlilit melebihi 3.0m tetapi tidak melebihi 3.5m	Sepokok	RM 1600.00
8.	Memotong atau menebang pokok yang berukurlilit melebihi 3.5m tetapi tidak melebihi 4.0m	Sepokok	RM 2500.00
9.	Memotong atau menebang pokok yang berukurlilit melebihi 4.0m tetapi tidak melebihi 4.5m	Sepokok	RM 3500.00
10.	Memotong atau menebang pokok yang berukurlilit melebihi 4.5m	Sepokok	RM 5000.00

MAJLIS BANDARAYA PETALING JAYA JABATAN LANDSKAP

**KERJA-KERJA MENILAI, MENYELENGGARA, MENEBAH, MELUPUSKAN POKOK-
POKOK BERISIKO DAN KERJA-KERJA BERKAITAN DI JALAN TEMPLER, JALAN
SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN,
JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK
TETUAN MAJLIS BANDARAYA PETALING JAYA. (TAWARAN SEMULA)**

HARGA SILING : RINGGIT MALAYSIA EMPAT RATUS RIBU SAHAJA (RM400,000.00)/ 16 MINGGU.

TEMPOH PERKHIDMATAN : 16 Minggu @ Mana yang Terdahulu

Berdasarkan kepada Jadual Kadar harga yang dinyatakan pihak saya/kami telah bersetuju untuk menawarkan *% tambahan/kurangan/sama** (.....) peratus tambahan/kurangan/sama** (**nyatakan dalam perkataan**) daripada Jadual Kadar Harga seperti yang tersenarai dalam dokumen ini. (di bawa ke Borang Lampiran Q)

Nota : * Sila isikan % yang di tawarkan kepada dua titik perpuluhan (cth: 15.50)

****.... Sila potong yang tidak berkenaan.**

PERINGATAN PENTING - PERKARA BARU DALAM URUSAN PEROLEHAN

1. PEMBIDA WAJIB MENGEMUKAKAN SIJIL PEMATUHAN CUKAI (TAX COMPLIANCE CERTIFICATE - TCC) SEMASA MENGEMUKAKAN TAWARAN (STATUS 'PATUH' DAN MASIH DALAM TEMPOH SAH LAKU)

***Sila kepilkan sijil selepas muka surat pemberitahuan tender / sebut harga.**

2. PEMBIDA ADALAH DIWAJIBKAN MENGISI MAKLUMAT BARU BERKAITAN PK 1.6 – INTEGRITI DALAM PEROLEHAN KERAJAAN SEMASA MENGEMUKAKAN TAWARAN.

- i) BORANG PEMBERITAHUAN PEMUNYA BENEFISIAL (BENEFICIAL OWNERS – BO) - LAMPIRAN 12
- ii) SURAT AKUAN SYARIKAT DALAM MENANGANI JENAYAH PEMERDAGANGAN ORANG DAN BURUH PAKSA (SA) – LAMPIRAN 13

.....
(Tandatangan Penender)

Nama :
Penuh
Atas Jawatan:

Yang diberikuasa dengan sepenuhnya
untuk menandatangani Sebutharga ini
untuk dan bagi pihak :

.....
(Meterai dan Cop Kontraktor)

Telefon :
No. Akaun :
Nama Bank :
Cawangan :

.....
(Tandatangan Saksi)

Nama :
Saksi
Pekerjaan :
No. K/P :
Alamat :
.....
.....

SURAT AKUAN PEMBIDA

KERJA-KERJA MENILAI, MENYELENGGARA, MENEBAH, MELUPUSKAN POKOK-POKOK BERISIKO DAN KERJA-KERJA BERKAITAN DI JALAN TEMPLER, JALAN SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN, JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK TETUAN MAJLIS BANDARAYA PETALING JAYA (TAWARAN SEMULA)

NO. SEBUT HARGA : MBPJ/SH/K/134/2026(R)

Saya, No. Kad Pengenalan..... yang mewakili nombor Pendaftaran dengan ini mengisytiharkan bahawa saya atau mana-mana orang yang mewakili syarikat ini:

- i. tidak akan menawarkan, menjanjikan atau memberikan apa - apa suapan kepada mana-mana orang dalam mana-mana Kementerian/Agensi atau mana-mana orang lain, sebagai suapan untuk dipilih dalam mana-mana perolehan; dan
- ii. tidak akan melakukan atau terlibat dengan tipuan bida dalam mana-mana perolehan.

Bersama 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 terlibat dalam pakatan tipuan bida dengan syarikat lain berkenaan perolehan di atas atau menawarkan, menjanjikan atau memberikan apa-apa suapan kepada mana-mana orang dalam **MAJLIS BANDARAYA PETALING JAYA** atau mana-mana orang lain sebagai dorongan untuk dipilih dalam perolehan seperti di atas, maka saya sebagai wakil syarikat bersetuju tindakan-tindakan berikut boleh diambil:

- 2.1 Hilang kelayakan untuk dinilai dan dilantik bagi perolehan di atas; dan
- 2.2 Lain-lain tindakan undang-undang/tatatertib mengikut undang-undang/peraturan perolehan Kerajaan yang berkuat-kuasa.

3. Saya sesungguhnya faham bahawa tindakan berikut akan diambil :

- 3.1 Didakwa bagi kesalahan** di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694] dan Kanun Keseksaan [Akta 574] serta boleh dihukum di bawah undang-undang masing-masing untuk kegagalan saya atau mana-mana orang yang mewakili syarikat ini untuk mematuhi perkara (i); atau
- 3.2 tindakan boleh dikenakan ke atas syarikat di bawah Akta Persaingan 2010 [Akta 712] atas kegagalan saya atau mana-mana orang yang mewakili syarikat ini untuk mematuhi perkara (ii) dalam Surat Akuan ini. Sekiranya syarikat didapati melanggar peruntukan seksyen 4(2)(d) Akta 712, syarikat boleh didenda tidak melebihi sepuluh peratus (10%) daripada pusing ganti (*turn over*) seluruh dunia sepanjang tempoh suatu pelanggaran itu berlaku.

SURAT AKUAN PEMBIDA

4. Sekiranya terdapat mana-mana orang cuba memperolehi atau meminta apa-apa suapan daripada saya atau mana-mana orang yang berkaitan dengan syarikat ini sebagai dorongan untuk dipilih dalam perolehan seperti di atas, maka saya berjanji akan dengan segera melaporkan perbuatan tersebut kepada pejabat Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran. Saya sedar bahawa kegagalan saya berbuat demikian adalah merupakan suatu kesalahan di bawah seksyen 25 (1) Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694] dan boleh dihukum di bawah seksyen 25 (2) akta yang sama, apabila disabitkan boleh didenda tidak melebihi RM100,000 atau penjara selama tempoh tidak melebihi sepuluh tahun atau kedua-duanya.

5. Saya sesungguhnya faham bahawa syarikat melakukan kesalahan jika seseorang yang bersekutu dengan syarikat*** memberikan, menjanjikan atau menawarkan suapan untuk memperoleh atau mengekalkan perniagaan atau faedah dalam menjalankan perniagaan di bawah Seksyen 17A, Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694], apabila disabitkan kesalahan boleh didenda tidak kurang daripada sepuluh kali ganda jumlah atau nilai suapan, atau RM1 juta, atau dipenjarakan selama tempoh tidak melebihi dua puluh tahun atau kedua-duanya.

Yang benar,

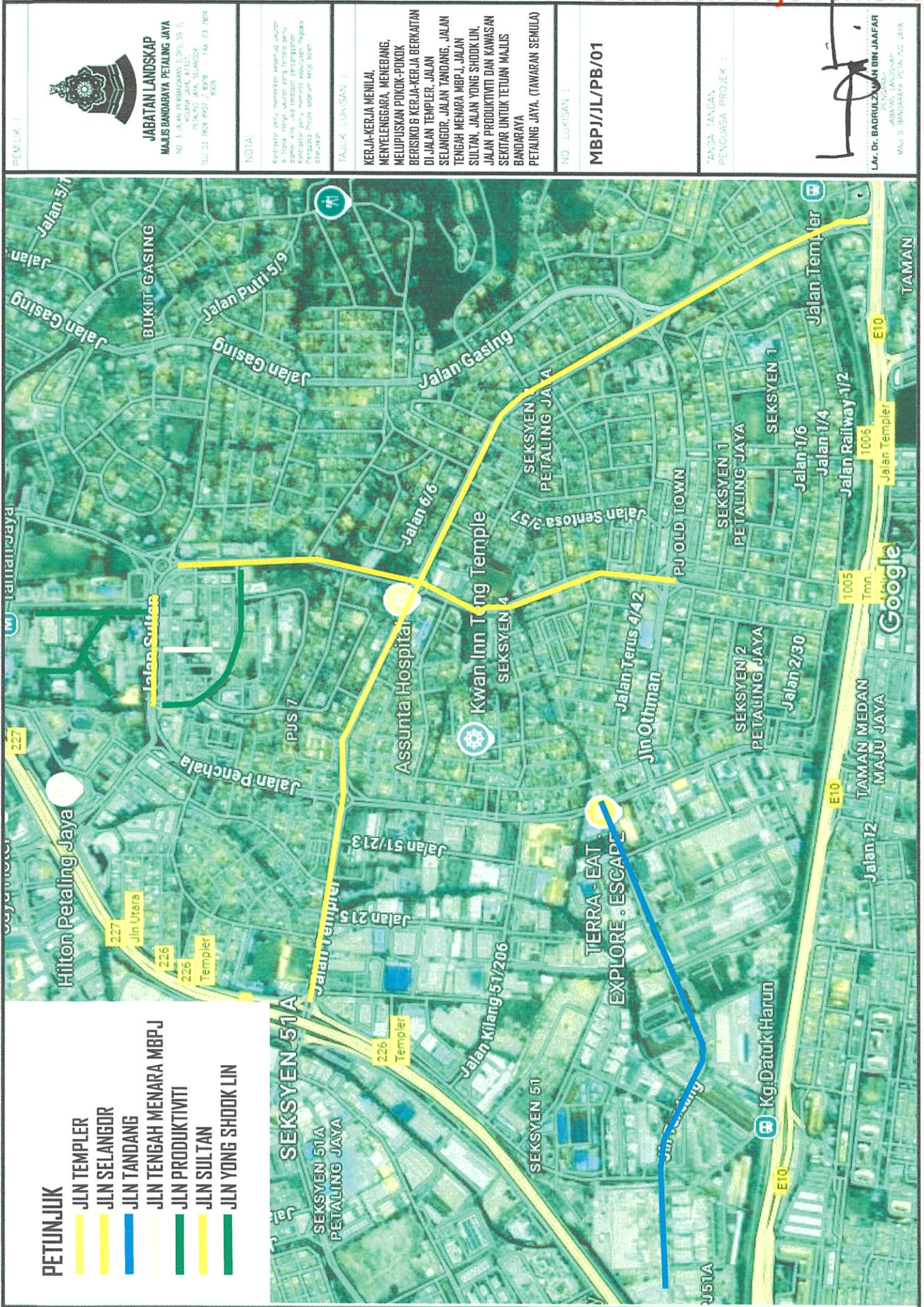
Tandatangan : _____
Nama : _____
No.KP : _____
Tarikh : _____
Cop Syarikat : _____

Catatan:

- (i) **termasuk kesalahan ditetapkan dalam Jadual (Perenggan 3 (a), takrif "kesalahan ditetapkan") Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694] yang boleh dihukum di bawah Kanun Keseksaan.
- (ii) ***seseorang yang bersekutu dengan syarikat merujuk kepada seksyen 17A (6) Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694], iaitu seseorang itu bersekutu dengan organisasi komersial jika dia seorang pengarah, pekongsi atau pekerja organisasi komersial itu atau dia ialah orang yang melaksanakan perkhidmatan untuk atau bagi pihak organisasi komersial itu.
- (iii) Surat Akuan ini hendaklah dikemukakan bersama surat perwakilan kuasa.
- (iv) Takrifan perusahaan di bawah Akta 712 merangkumi syarikat yang terlibat dengan perolehan Kerajaan

DOKUMEN I

**PELAN LOKASI /
LUKISAN / BORANG**





MAJLIS BANDARAYA PETALING JAYA
NO. 3, JALAN PERANGKAP (LOFT), SS 1,
KELUANG JAYA, 47307,
PETALING JAYA, SELANGOR
TEL: 03 7804 8907 / 8938 14x 03 78
8929

NOTA:

Kontroler perlu memeriksa kesesuaian ukuran di lokasi. Hanya ukuran yang tertera pada gambar kita saja terdapat pengurangan. Kontroler perlu memeriksa asuplasi dengan Pengusaha. Pihak sebelum kerja boleh ditanyakan.

TAJUK LUKISAN : :

KERJA-KERJA MENILAI,
MENYELANGGAR, MENEBANG,
BERUSUK POKOK-POKOK
MELIPISU & KERJA-KERJA BERKAITAN
DI JALAN TEMPLEY, JALAN
SELANGOR, JALAN TANDANG, JALAN
TENGAH MENARA MBPJ, JALAN
SULTAN, JALAN YONG SHOOK LIN,
JALAN PRODUKTIVITI DAN KAWASAN
SEKITAR UNTUK TETUAN MAJLIS
BANDARAYA
PETALING JAYA. (TAWARAN SEMULA)

NO. LUKISAN :

MBPJ/JL/PB/02
/JLN/TEMPLER

TANDA TANGAN :
PENGAJASA PROJEK :

DR. Dr. Badrulzaman Bin Jaafar
PENGARAH
JABATAN LANDSNAP
MAUIS BANDARAYA PETALING JAYA





MAJLIS BANDARAYA PETALING JAYA
NO 3 JALAN PERBANDARAN (LOP), SS 1,
KELANA JAYA, 47337,
PETALING JAYA, SELANGOR.
TEL: 03 7604 8907 / 8908 FAX: 03 7604 8909

NOTA:

Kontraktor perlu memetasi kesesuaian ukuran di lokasi, hanya ukuran yang tertera perlu diambil jika tidak terdapat pengurangan. Kontraktor perlu meminta kepastian penguasa Perizinan Proyek sebelum kerja boleh dilakukan.

TAVUK LUKISAN :

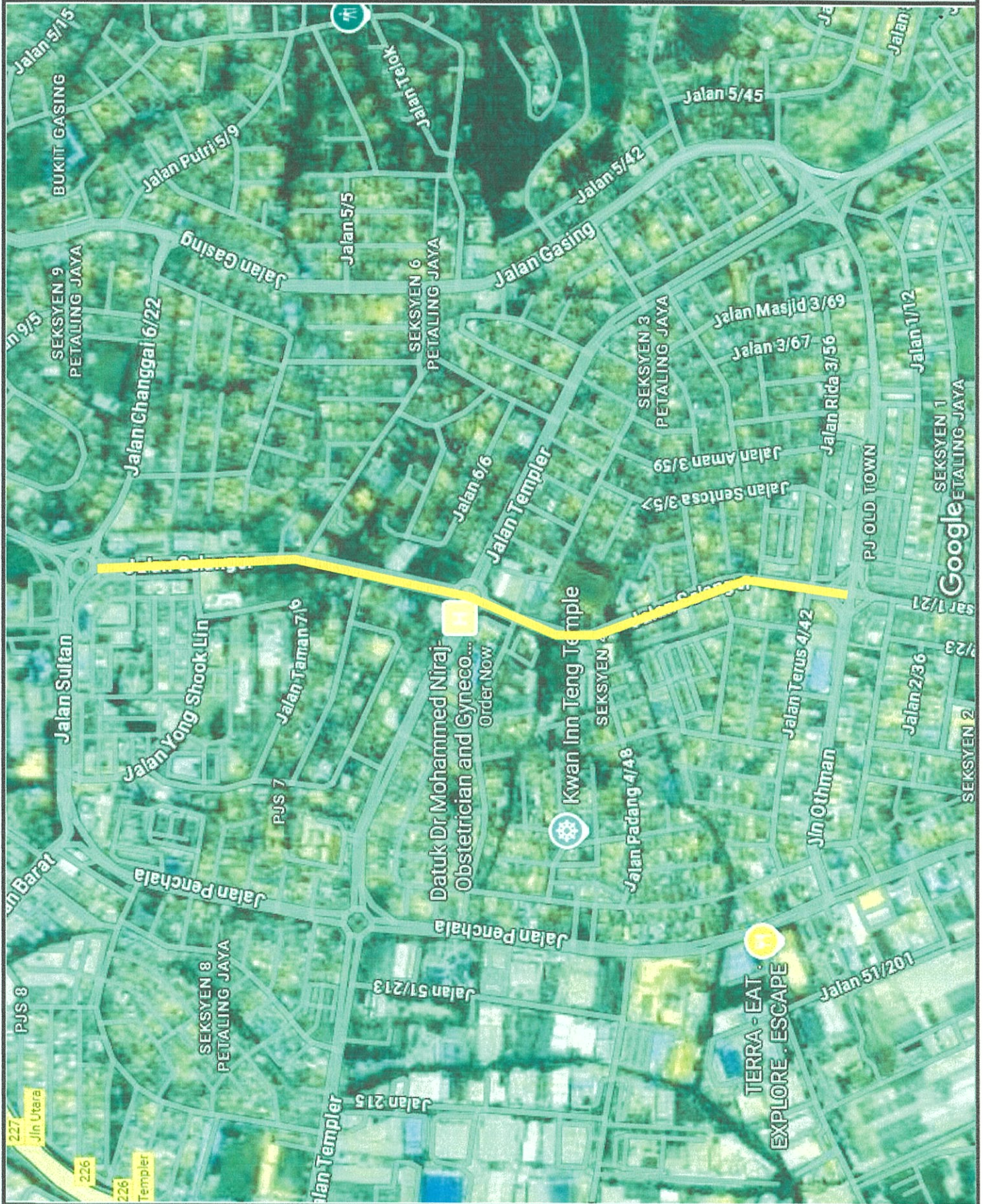
KERJA-KERJA MENILAI,
MENYELANGARA, MENEBANG,
MELUPOSKAN POKOK-POKOK
BERISIKO & KERJA-KERJA BERKAITAN
DI JALAN TEMPLEY, JALAN
SELANGOR, JALAN TANDANG, JALAN
TENGAH MENARA MBPJ, JALAN
SULTAN, JALAN YONG SHOOK LIN,
JALAN PRODUKTIVITI DAN KAWASAN
SEKITAR UNTUK TUTUAN MALIS
BANDARAYA
PETALING JAYA. (TAWARAN SEMULA)

NO. LUKISAN :

MBPJ/JL/PB/03
/JLN/SELANGOR

TANDA TANGAN
PENJAJA PROJEK :

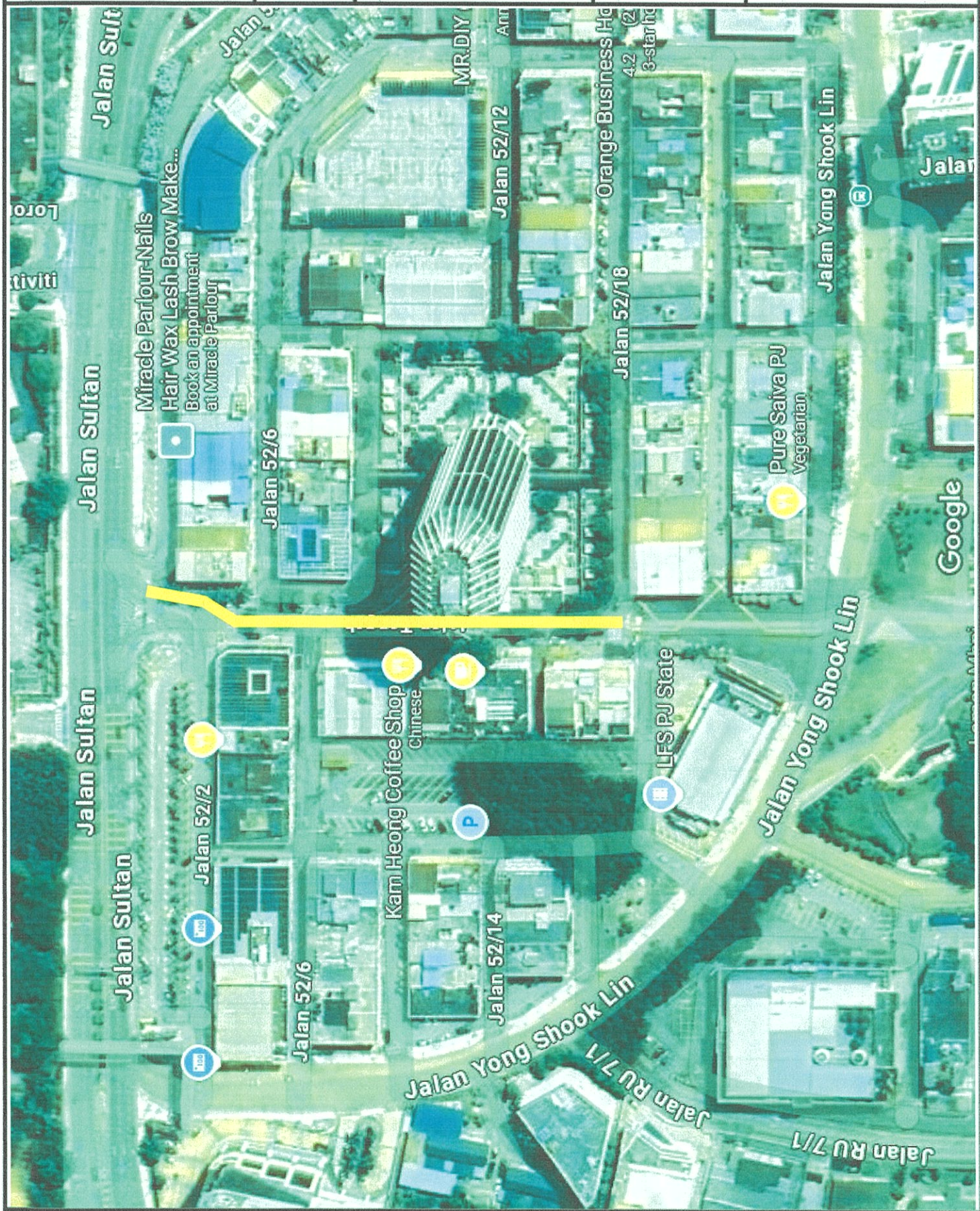
LAR. DR. BADRULYAN BIN JAAFAR
PENKARAH
JABATAN LANDSNAP
MAULIS BANDARAYA PETALING JAYA





PEMUK :  JABATAN LANDSKAP MAJLIS BANDARAYA PETALING JAYA NO. 3 JALAN PERMADARAN (LDP), SS 7, KUALA LUMPUR, 47301. PETALING JAYA, SELANGOR. TEL: 03 7854 8901 / 8906 FAX: 03 7854 8905	NOTA: Korteks ini adalah dokumen rasmi yang dikeluarkan oleh Jabatan Landskap, Majlis Bandaraya Petaling Jaya. Ia adalah dokumen rasmi yang dikeluarkan oleh Jabatan Landskap, Majlis Bandaraya Petaling Jaya. Ia adalah dokumen rasmi yang dikeluarkan oleh Jabatan Landskap, Majlis Bandaraya Petaling Jaya.	TAJUK LUK SAN : KERJA-KERJA MENILAI, MENYELANGGAR, MENEBANG, MELUKISKAN POKOK-POKOK BERSIKO & KERJA-KERJA BERKAITAN DI JALAN TEMPLE, JALAN SELANGOR, JALAN TANDANG, JALAN TENGGAH MENARA MBPJ, JALAN SULTAN, JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK TUTUAN MAJLIS BANDARAYA PETALING JAYA. (TAWARAN SEMULA)	NO. LUK SAN : MBPJ/JL/PB/04 /JLN/TANDANG	TANDA TANGAN PENGUASA PROJEK :  LAR. DR. BADRUZZAMAN BIN JAAFAR JABATAN LANDSKAP MAJLIS BANDARAYA PETALING JAYA
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PEMUK :  JABATAN LANDSKAP MAJLIS BANDARAYA PETALING JAYA NO. 3 JALAN PERAKRATAN (LOP), SS 7, KELAJA JAYA, 47301, PETALING JAYA, SELANGOR TEL: 03 7624 8901 / 8906 Fax: 03 7624 8909	NOTA: Kontaktor perlu memelihara kesihatan kawasan di lokasi yang bekerja untuk projek ini. Kontaktor perlu mematuhi peraturan keselamatan. Pengawasan projek, keselamatan kerja, kebersihan dan sebagainya.	TAJUK LUKSAN : KERJA-KERJA MENILAI, MENYELENGKARA, MENEBANG, MELUPUSKAN POKOK-POKOK BERISIKO & KERJA-KERJA BERKAITAN DI JALAN TEMPLEY, JALAN SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN, JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK TETUAN MAJLIS BANDARAYA PETALING JAYA. (TAWARAN SEMULA)	NO. LUKSAN : MBPJ/JL/PB/05 /JLN/MENARA	TANDA TANGAN PENGUASA PROJEK :  Lkr. Dr. BADRUDIN BIN JAAFAR JABATAN LANDSKAP MAJLIS BANDARAYA PETALING JAYA
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Kontraktor perlu memastikan kesesuaian ukuran di tapak. Hanya ukuran yang tertera perlu diambil kira. Jika terdapat pertambahan Kontraktor perlu meminta keputusan Pejabat Pengarah Projek sebelum kerja bermula.

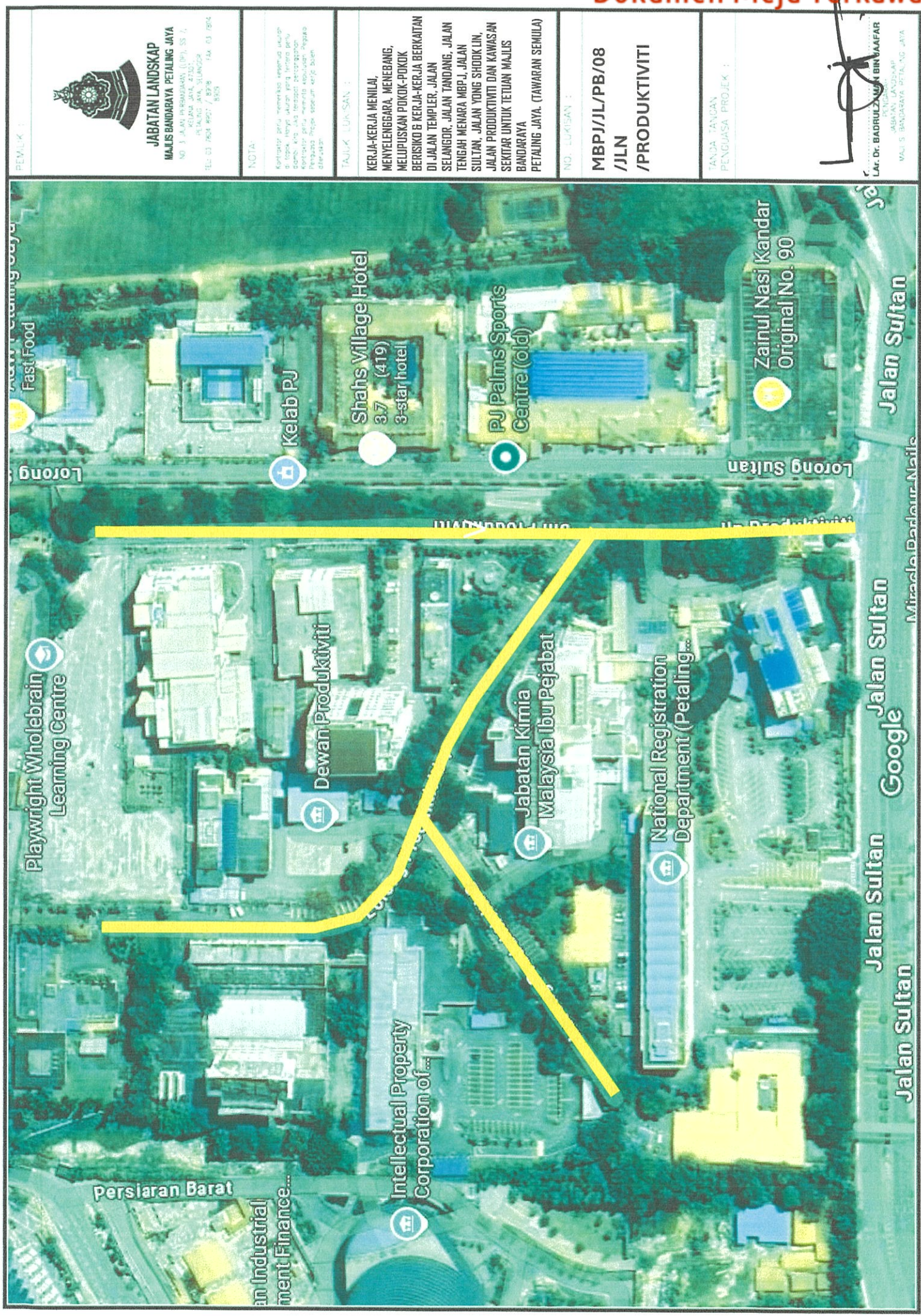
KERJA-KERJA MENILAI,
MENYELANGSARA, MENEBAH,
MELUPOKOK POKOK-POKOK
BERUSUK & KERJA-KERJA BERKAITAN
DI JALAN TEMPLER, JALAN
SELANGOR, JALAN TANDANG, JALAN
TENGAH MENARA MBPJ, JALAN
SULTAN, JALAN YONG SHOOK LIN,
JALAN PRODUKTIVITI DAN KAWASAN
SEKITAR UNTUK TETUAN MALIS
BANDARAYA
PETALING JAYA. (TAWARAN SEMULA)

MBPJ/JL/PB/07
/JLN/YONG

TANDA TANGAN
PENGUASA PROJEK :

AR. DR. BADRULMAN BIN JAAFAR
PENGARAH
JABATAN LANDSKAP
MUALIS BANDARAYA PETALING JAYA





PEVILK 1



JABATAN LANDSKAP
MAJLIS BANDARAYA PETALING JAYA
NO. 3, JALAN PERHIMPATAN, (101), SS 1,
PETALING JAYA, SELANGOR
TEL: 03 7621 8001 / 8998 FAX: 03 7621 8850

NOTA:

Kartografi perlu memelihara kesempurnaan
di setiap masa untuk memastikan
keakuratan peta. Untuk maklumat
Peta ini adalah untuk tujuan
penerbitan sahaja.

TAKLAK LUKA SAKIT

KERJA-KERJA MENILAI,
MENYELANGKAR, MENEBANG,
MELUPUSKAN POKOK-POKOK
BERSIKO & KERJA-KERJA BERKAITAN
DI JALAN TEMPLEY, JALAN
SELANGOR, JALAN TANDANG, JALAN
TENGAH MENARA MBPJ, JALAN
SULTAN, JALAN YONG SHOOK LIN,
JALAN PRODUKTIVITI DAN KAWASAN
SEKITAR UNTUK TETAPAN MAJLIS
BANDARAYA
PETALING JAYA. (TAWARAN SEMULA)

NO. LUKAISAN :

MBP//JL/PB/08
/JLN
/PRODUKTIVITI

TANDA TANGAN
PENGAJASA PROJEK :

LAC DR. BADRUZZAMAN BIN ARAFAR
JABATAN LANDSKAP
MAJLIS BANDARAYA PETALING JAYA

Bagi

KERJA-KERJA MENILAI, MENYELENGGARA, MENEBAH, MELUPUSKAN POKOK-POKOK BERISIKO DAN KERJA-KERJA BERKAITAN DI JALAN TEMPLER, JALAN SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN, JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK TETUAN MAJLIS BANDARAYA PETALING JAYA. (TAWARAN SEMULA)

Saya, *No. K/P : * merupakan pemegang arborist bertauliah daripada **International Society of Arboriculture (ISA)** ** Nombor Persijilan Tarikh Mula Pertauliah :

Tarikh Sah Laku : dengan ini bahawa saya membenarkan Sijil Arborist Bertauliah saya digunakan oleh : *** Nama Syarikat Petender bagi keperluan tawaran seperti tajuk di atas. Saya juga akan melaksanakan tugas sebagai Arborist Bertauliah dengan mematuhi Kod Etika ISA sekiranya dipilih untuk tawaran sebut harga/tender ini mengikut syarat-syarat dan spesifikasi yang ditetapkan oleh Majlis Bandaraya Petaling Jaya. Saya juga memperakui segala maklumat dan kenyataan yang diberikan adalah benar dan sah.

Tandatangan Arborist :
 Nama :
 Tarikh :
 Cop ID Arborist :

Pengesahan Petender

Saya mengesahkan bahawa maklumat dan kenyataan yang diberikan adalah benar dan sah. Saya juga bersetuju untuk dipertanggungjawabkan sekiranya terdapat apa-apa maklumat atau kenyataan yang dikemukakan tidak benar, Datuk Bandar boleh mengambil tindakan ke atas syarikat saya berdasarkan syarat/klausula kontrak dan syarikat saya mungkin tidak akan dipertimbangkan untuk tawaran sebut harga/tender perolehan Majlis Bandaraya Petaling Jaya pada masa akan datang.

Tandatangan Petender:
 Nama :
 No. Kad Pengenalan :
 Cop Syarikat :

DOKUMEN J
SENARAI SEMAK
MENGEMUKAKAN
DOKUMEN SEBUTHARGA

MAJLIS BANDARAYA PETALING JAYA

SENARAI SEMAKAN MENGEMUKAKAN SEBUT HARGA UNTUK KEGUNAAN PEMBIDA

SEBUT HARGA : KERJA-KERJA MENILAI, MENYELENGGARA, MENEBAK, MELUPUSKAN POKOK-POKOK BERISIKO DAN KERJA-KERJA BERKAITAN DI JALAN TEMPLER, JALAN SELANGOR, JALAN TANDANG, JALAN TENGAH MENARA MBPJ, JALAN SULTAN, JALAN YONG SHOOK LIN, JALAN PRODUKTIVITI DAN KAWASAN SEKITAR UNTUK TETUAN MAJLIS BANDARAYA PETALING JAYA (TAWARAN SEMULA)

NOTA :

- a. Senarai semakan ini bertujuan bagi menolong pembida mengemukakan satu sebut harga yang lengkap dan tanpa sebarang kesilapan. Semua pembida adalah dinasihatkan supaya menggunakan senarai semakan ini bagi menyemak sebut harga mereka sebelum menyerahkan sebut harga masing-masing.
- b. Segala usaha telah diambil untuk menyenaraikan perkara-perkara yang lazimnya perlu diambil tindakan oleh seorang pembida dalam mengemukakan sebut harga. Walaubagaimanapun, adalah menjadi tanggungjawab pembida sepenuhnya bagi menentukan lengkapnya sesuatu sebut harga yang dikemukakannya.

BIL	PERKARA	TANDAKAN JIKA TINDAKAN TELAH DI AMBIL
1.	<u>SENARAI KUANTITI</u> 1.1 Menghargakan Senarai Kuantiti i) Hargakan semua item kuantiti dan disenaraikan di dalam senarai kuantiti. 1.2 Mengira harga, menjumlah dan memindahkan jumlah i) Semak pengiraan harga bagi setiap item. ii) Semak jumlah setiap mukasurat. iii) Pastikan bahawa jumlah setiap item/mukasurat dipindahkan ke mukasurat "collection" dengan betul. 1.3 'Summary Of Tender' i) Pastikan bahawa jumlah di 'Summary' atau 'General Summary' (dimana berkenaan) dipindah ke borang sebutharga. ii) Isi jumlah amaun sebutharga dalam angka dan perkataan di ruang yang diperuntukan. iii) Isi tarikh, tandatangan dan cop Syarikat Pemborong. iv) Isi maklumat dan tandatangan saksi.	

BIL	PERKARA	TANDAKAN JIKA TINDAKAN TELAH DI AMBIL
2.	<u>BORANG SEBUTHARGA</u> 2.1 Mukasurat No. 2, Perenggan No. 3 : Isi tempoh menyiapkan kerja mengikut unit “Minggu” Perenggan No. 4 : Isi dengan perkataan dan juga angka amaun sebutharga (Hendaklah sama dengan jumlah di senarai kuantiti) 2.2 Mukasurat No.3, Perenggan No.10 : i) Isi Tarikh ii) Turunkan tandatangan, nama dan No. Kad Pengenalan. Pastikan penandatangan adalah seorang yang dibenarkan untuk menandatangani kontrak bagi pihak Syarikat seperti yang tercatat di Sijil Pendaftaran (SPKK) iii) Turunkan tandatangan saksi dan isi maklumat saksi.	
3.	ISI DAN LENGKAPKAN SEMUA BORANG-BORANG MAKLUMAT BERIKUT :- i) Senaraikan kerja yang telah disiapkan. ii) Senaraikan kerja yang dalam pelaksanaan.	

BIL	PERKARA	TANDAKAN JIKA TINDAKAN TELAH DI AMBIL
4.	<u>CONTRACTOR'S PROPOSED SUPERVISOR SITE STAFF</u> i) Isi dan lengkapkan senarai kakitangan / buruh syarikat. ii) Turunkan tandatangan dan isi nama, tarikh dan no telefon.	
5.	<u>KESEMPURNAAN DOKUMEN SEBUTHARGA</u> i) Sila semak Dokumen Sebutharga anda dengan Dokumen Sebutharga Di Meja yang dipamerkan bagi menentukan supaya tidak ada mukasurat yang tertinggal (missing pages) atau diberi lebih dari yang sepatutnya (duplication of pages) ii) Pastikan Dokumen Sebutharga anda yang dikembalikan adalah sama seperti yang asal iaitu tiada dokumen yang diceraikan	

Tandatangan Pemborong :

Nama :

Syarikat :