



KERAJAAN MALAYSIA

MAJLIS BANDARAYA SUBANG JAYA

DOKUMEN TENDER

UNTUK

**CADANGAN KERJA-KERJA PEMBAIKAN CERUN
RUNTUH DI JALAN LP 5/2, LESTARI PERDANA,
SERI KEMBANGAN, SELANGOR DARUL EHSAN.**

NO. TENDER: MBSJ.KUB.400-5/8/140



**DATUK BANDAR,
MAJLIS BANDARAYA SUBANG JAYA,
PERSIARAN PERPADUAN,
USJ 5, 47610 SUBANG JAYA,
SELANGOR DARUL EHSAN.**

ISI KANDUNGAN

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN

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	BILL NO. 4 : KERJA CERUN	1/1
	BILL NO. 5 : KERJA SALIRAN	1/3 - 3/3
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CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN

BAHAGIAN	ISI KANDUNGAN	MUKA SURAT
	<p><u>SEKSYEN II (SENARAI KUANTITI / RINGKASAN TENDER) Samb.</u></p>	
C	JADUAL KADAR HARGA HARIAN (SCHEDULE OF DAYWORK RATES)	
D	SENARAI LUKISAN YANG DIGUNAKAN DALAM PENYEDIAAN SENARAI KUANTITI	
	<p><u>SEKSYEN III (SPESIFIKASI DAN PENGUKURAN DAN FAKTOR MENGHARGAKAN SENARAI KUANTITI)</u></p>	
A	<p>SPESIFIKASI PIAWAI</p> <p>i) STANDARD SPECIFICATION FOR BUILDING WORKS 2020</p> <p>ii) JKR STANDARD SPECIFICATION FOR DRAINAGE WORKS IN BUILDING</p> <p>iii) SPECIFICATION FOR OCCUPATIONAL SAFETY AND HEALTH FOR ENGINEERING CONSTRUCTION WORKS 2019 (JKR 20700-0349-19)</p>	
B	MEASUREMENT AMPLIFICATION AND PRICING FACTOR	

KENYATAAN TENDER

KENYATAAN TENDER

Tawaran adalah dipelawa daripada kontraktor-kontraktor yang mempunyai **Sijil Perakuan Pendaftaran (SPP)** dan **Sijil Perolehan Kerja Kerajaan (SPKK)** dari **Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB)** dalam gred, kategori dan pengkhususan berkaitan serta berdaftar dengan **Unit Perancang Ekonomi Selangor (UPEN)** dan masih dibenarkan membuat tawaran bagi menyertai kerja berikut :

Bil.	Tajuk	Gred, Kategori dan Pengkhususan	Butir-Butir Taklimat & Lawatan Tapak	Harga Dokumen Senaskah	Tarikh Dokumen Mulai Dijual	Tempat, Tarikh & Waktu Tender ditutup
1.	CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 6/3, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN. (MBSJ.KUB.400-5/8/144) (Wajib hadir lawatan tapak)	CIDB Gred G4 Kategori CE Pengkhususan CE 08 & CE 21	Tarikh : 22 April 2024 (Isnin) Jam : 10.30 pagi Tempat : Jalan LP 6/3 GPS : 3°00'26.4"N 101°40'22.4"E	RM 200.00	23 April 2024 (Selasa)	Jabatan Kontrak dan Ukur Bahan 13 Mei 2024 (Isnin) Sebelum jam 12.00 tengah hari
2.	CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN. (MBSJ.KUB.400-5/8/140) (Wajib hadir lawatan tapak)		Tarikh : 22 April 2024 (Isnin) Jam : 11.30 pagi Tempat : Jalan LP 5/2 GPS : 3°00'14.7"N 101°40'13.4"E			
3.	KERJA-KERJA MEMBAIKPULIH JALAN DAN LAIN-LAIN KERJA YANG BERKAITAN DI SEBAHAGIAN KAWASAN INDUSTRI TPP, TAMAN PERINDUSTRIAN PUCHONG, PUCHONG, SELANGOR DARUL EHSAN. (MBSJ.KUB.400-5/8/147)	CIDB Gred G4 Kategori CE Pengkhususan CE 01 & CE 21	-			

Dokumen Meja Tawaran boleh dirujuk di Kaunter Informasi, Aras 1, MBSJ, Persiaran Perpaduan USJ 5, 47610 Subang Jaya, Selangor Darul Ehsan.

Pihak syarikat adalah diwajibkan untuk menghadiri sesi taklimat dan lawatan tapak seperti butir-butir di atas. Sebarang pertanyaan lanjut sila hubungi nombor talian 03-8026 3212.

Dokumen Tender hanya boleh diperolehi secara dalam talian melalui laman sesawang di <http://tender.selangor.my> selepas lawatan tapak diadakan bagi Bil. 1 dan 2. Petender juga adalah diminta untuk mengemaskini maklumat-maklumat syarikat di dalam laman sesawang tersebut.

**SENARAI SEMAKAN MENGENGEMUKAKAN
TENDER UNTUK KEGUNAAN PETENDER**

KERAJAAN MALAYSIA

MAJLIS BANDARAYA SUBANG JAYA

Senarai Semakan Mengemukakan Tender Untuk Kegunaan Petender

Tender Untuk :

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN

Nota

- a. Senarai semakan ini adalah bertujuan bagi menolong petender mengemukakan satu tender yang lengkap dan tanpa sebarang kesilapan. Semua petender adalah dinasihatkan supaya menggunakan senarai semakan ini bagi menyemak tender mereka sebelum menyerahkan tender masing-masing.
- b. Segala usaha telah diambil untuk menyenaraikan perkara-perkara yang lazimnya perlu diambil tindakan oleh seseorang petender dalam mengemukakan tendernya. Walau bagaimanapun, adalah menjadi tanggungjawab petender sepenuhnya bagi menentukan lengkapnya sesuatu tender yang dikemukakannya.
- c. Petender adalah digalakkan menggunakan senarai semakan ini sebagai panduan bahawa sesuatu tindakan perlu diambil atau peringatan bahawa tindakan telah diambil untuk memastikan kesempurnaan tender yang dikemukakan.
- d. Petender adalah bertanggungjawab sepenuhnya bagi memastikan setiap dokumen tender yang dibelinya adalah lengkap dan jika terdapat apa-apa ketidaksempurnaan pada dokumen atau muka surat di dalam dokumen tender berkenaan berdasarkan semakan oleh petender dengan Senarai Semakan Kandungan Dokumen Tender, adalah menjadi tanggungjawab petender untuk merujuk kepada pejabat ini supaya pembedulan kepada ketidaksempurnaan tersebut dapat dibuat.

BIL	PERKARA	TANDAKAN ✓ JIKA TINDAKAN TELAH DIAMBIL
3.0	<p><u>ARAHAN KEPADA PETENDER</u></p> <p>Borang-borang ini adalah untuk makluman sahaja dan tidak perlu diambil tindakan atau diisi pada peringkat tender.</p> <p>Lampiran-lampiran kepada Arahan Kepada Petender;-</p> <p>LAMPIRAN A - Surat Akuan Pembida Berjaya.</p> <p>LAMPIRAN B - Surat Akuan Pembida Untuk Tujuan Melaksanakan Program <i>Professional Training and Education for Growing Entrepreneurs (PROTÉGÉ)</i>.</p> <p>LAMPIRAN C - Format Surat Ikatan Penyerahan Hak - <i>Deed of Assignment (Security for direct payment to third party)</i>.</p> <p>LAMPIRAN D - Format Persetujuan Pegawai Penguasa Terhadap Surat Ikatan Penyerahan Hak - <i>Concern by Government for Direct Payment to Third Party Through Deed of Assignment</i>.</p> <p>LAMPIRAN E - Surat Jaminan Tanggung Rugi Dari Subkontraktor Kepada Kerajaan.</p> <p>LAMPIRAN F - Format Borang Jaminan Bank/Jaminan Syarikat Kewangan / Jaminan Insurans Untuk Bon Pelaksaaan (Kontrak Kerja Yang Bernilai Sehingga RM10 Juta).</p> <p>LAMPIRAN G - Borang Jaminan Bank/Jaminan Syarikat Kewangan/Jaminan Insurans Untuk Bayaran Pendahuluan (Kontraktor Bekalan/Perkhidmatan/Kerja).</p> <p>LAMPIRAN H - Borang Jaminan Bank untuk Bon Jaminan Reka bentuk - <i>Bank Guarantee for Design Guarantee Bond</i>.</p> <p>LAMPIRAN IBS1 - Borang Penamaan Pembekal Sistem Binaan Berindustri (<i>Industrialised Building System-IBS</i>)</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

BIL	PERKARA	TANDAKAN ✓ JIKA TINDAKAN TELAH DIAMBIL
6.0	<u>SENARAI KUANTITI</u>	
6.1	<p>a) Menghargakan Senarai Kuantiti</p> <p>i) Hargakan semua item yang disenaraikan di dalam Senarai Kuantiti.</p> <p>ii) Jangan mengumpul / menyatukan (bracketing) harga untuk beberapa item yang berlainan.</p> <p>b) Mengira harga, menjumlah dan memindahkan jumlah</p> <p>i) Semak pengiraan harga bagi setiap item.</p> <p>ii) Semak jumlah setiap muka surat.</p> <p>iii) Pastikan bahawa jumlah setiap muka surat dipindahkan ke muka surat "koleksi' dengan betul.</p>	<input data-bbox="1332 533 1481 571" type="text"/> <input data-bbox="1332 638 1481 676" type="text"/> <input data-bbox="1332 788 1481 826" type="text"/> <input data-bbox="1332 873 1481 911" type="text"/> <input data-bbox="1332 974 1481 1012" type="text"/>
6.2	<p>Ringkasan Tender</p> <p>i) Pastikan bahawa jumlah di Ringkasan Tender di pindah ke Borang Tender.</p> <p>ii) Isi jumlah amaun tender dalam angka dan perkataan di ruang yang diperuntukkan.</p> <p>iii) Isi Tarikh, Tandatangan dan Cap Syarikat.</p> <p>iv) Isi maklumat dan tandatangan saksi.</p>	<input data-bbox="1332 1149 1497 1187" type="text"/> <input data-bbox="1332 1254 1497 1292" type="text"/> <input data-bbox="1332 1326 1497 1364" type="text"/> <input data-bbox="1332 1397 1497 1435" type="text"/>
7.0	<p>JADUAL KADAR HARGA HARIAN</p> <p>i) Isikan kadar harga loji dan buruh.</p>	<input data-bbox="1332 1534 1497 1572" type="text"/>

BIL	PERKARA	TANDAKAN ✓ JIKA TINDAKAN TELAH DIAMBIL
8.0	<u>PERKARA-PERKARA YANG PERLU DIBERI PERHATIAN SEMASA MENGEMUKAKAN TENDER (Samb.)</u>	
8.3	<p><u>Cara Mengemukakan Tender</u></p> <p>a) a) Asingkan dokumen-dokumen dalam dua (2) sampul berasingan seperti berikut:</p> <p style="padding-left: 40px;">i) Masukkan dokumen-dokumen wajib dan sokongan seperti di 8.1 (i hingga iv) dan 8.2 (i hingga vi) ke dalam sampul yang berlabel sebagai 'DOKUMEN WAJIB DAN SOKONGAN' dan berlakri.</p> <p style="padding-left: 40px;">ii) Masukkan Borang Tender, Senarai Kuantiti dan lampiran-lampiran yang telah diisi beserta dengan dokumen-dokumen sokongan ke dalam sampul lain dan dilakri.</p> <p>b) Masukkan kedua-dua sampul ini dalam satu sampul besar dan dilakri. Nama projek ditender hendaklah ditulis dengan terang pada sampul ini.</p> <p>c) Masukkan sampul surat ini di tempat dan pada tarikh seperti yang ditetapkan dalam Arahan Kepada Petender.</p>	<div style="text-align: center; margin-bottom: 10px;"><input type="text"/></div> <div style="text-align: center; margin-bottom: 10px;"><input type="text"/></div> <div style="text-align: center; margin-bottom: 10px;"><input type="text"/></div> <div style="text-align: center;"><input type="text"/></div>

**SENARAI SEMAKAN KANDUNGAN
DOKUMEN TENDER**

SENARAI SEMAKAN KANDUNGAN DOKUMEN TENDER

PEGAWAI

**NAMA PROJEK : CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI
JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN,
SELANGOR DARUL EHSAN**

TANDATANGAN : _____

NAMA : _____

TARIKH : _____

KANDUNGAN

SEKSYEN I (KEHENDAK- KEHENDAK KONTRAK)

A	ARAHAN KEPADA PETENDER	<input type="checkbox"/>
B	BORANG TENDER - J.K.R.203B (Pind.5/2008)	<input type="checkbox"/>
C	SURAT SETUJU TERIMA TENDER	<input type="checkbox"/>
D	SYARAT-SYARAT KONTRAK P.W.D FORM 203A (Rev. 1/2010)	
1)	SYARAT-SYARAT KONTRAK	<input type="checkbox"/>
2)	APPENDIX KEPADA SYARAT-SYARAT KONTRAK	<input type="checkbox"/>
3)	ADENDUM KEPADA SYARAT-SYARAT KONTRAK	<input type="checkbox"/>
i)	ADENDUM NO. 1 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
ii)	ADENDUM NO. 2 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
iii)	ADENDUM NO. 3 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
iv)	ADENDUM NO. 4 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
v)	ADENDUM NO. 5 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
vi)	ADENDUM NO. 6 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
vii)	ADENDUM NO. 7 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
viii)	ADENDUM NO. 8 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
ix)	MULTIMODAL TRANSPORT OPERATOR (MTO)	<input type="checkbox"/>

SEKSYEN II (SENARAI KUANTITI/RINGKASAN TENDER)

A	RINGKASAN TENDER (FINAL SUMMARY OF TENDER)	<input type="checkbox"/>
B	SENARAI KUANTITI (BILLS OF QUANTITY)	
	BIL NO. 1 : KERJA AWALAN	<input type="checkbox"/>
	BIL NO. 2 : KERJA PEMBERSIHAN TAPAK & KERJA YANG BERKAITAN	<input type="checkbox"/>
	BIL NO. 3 : KERJA CERUCUK KEPINGAN KELULI	<input type="checkbox"/>
	BIL NO. 4 : KERJA CERUN	<input type="checkbox"/>
	BIL NO. 5 : KERJA SALIRAN	<input type="checkbox"/>
	BIL NO. 6 : KERJA JALAN	<input type="checkbox"/>

SENARAI SEMAKAN KANDUNGAN DOKUMEN TENDER

PEGAWAI

**NAMA PROJEK : CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI
JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN,
SELANGOR DARUL EHSAN**

TANDATANGAN : _____

NAMA : _____

TARIKH : _____

KANDUNGAN

SEKSYEN II (SENARAI KUANTITI / RINGKASAN TENDER) Samb.

- | | | |
|---|------------------------------------------------------------------|--------------------------|
| C | JADUAL KADAR HARGA HARIAN (SCHEDULE OF DAYWORK RATES) | <input type="checkbox"/> |
| D | SENARAI LUKISAN YANG DIGUNAKAN DALAM PENYEDIAAN SENARAI KUANTITI | <input type="checkbox"/> |

SEKSYEN III (SPESIFIKASI DAN PENGUKURAN DAN FAKTOR MENGHARGAKAN SENARAI KUANTITI)

- | | | |
|---|-------------------------------------------------------------------------------------------------------------------|--------------------------|
| A | SPESIFIKASI PIAWAI | |
| | i) STANDARD SPECIFICATIONS FOR BUILDING WORKS 2020 (JKR20800-0226-20) | <input type="checkbox"/> |
| | ii) JKR STANDARD SPECIFICATION FOR DRAINAGE WORKS IN BUILDING PROJECT (JKR-20601-0195-13) | <input type="checkbox"/> |
| | iii) SPECIFICATION FOR OCCUPATIONAL SAFETY AND HEALTH FOR ENGINEERING CONSTRUCTION WORKS 2019 (JKR 20700-0349-19) | <input type="checkbox"/> |
| B | MEASUREMENT AMPLIFICATION AND PRICING FACTOR | <input type="checkbox"/> |

SENARAI SEMAKAN KANDUNGAN DOKUMEN TENDER

PETENDER

**NAMA PROJEK : CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI
JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN,
SELANGOR DARUL EHSAN**

TANDATANGAN : _____

NAMA : _____

TARIKH : _____

KANDUNGAN

SEKSYEN I (KEHENDAK- KEHENDAK KONTRAK)

A	ARAHAN KEPADA PETENDER	<input type="checkbox"/>
B	BORANG TENDER - J.K.R.203B (Pind.5/2008)	<input type="checkbox"/>
C	SURAT SETUJU TERIMA TENDER	<input type="checkbox"/>
D	SYARAT-SYARAT KONTRAK P.W.D FORM 203A (Rev. 1/2010)	
1)	SYARAT-SYARAT KONTRAK	<input type="checkbox"/>
2)	APPENDIX KEPADA SYARAT-SYARAT KONTRAK	<input type="checkbox"/>
3)	ADENDUM KEPADA SYARAT-SYARAT KONTRAK	<input type="checkbox"/>
i)	ADENDUM NO. 1 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
ii)	ADENDUM NO. 2 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
iii)	ADENDUM NO. 3 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
iv)	ADENDUM NO. 4 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
v)	ADENDUM NO. 5 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
vi)	ADENDUM NO. 6 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
vii)	ADENDUM NO. 7 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
viii)	ADENDUM NO. 8 - To the Conditions of Contract PWD Form 203/203A (Rev.1/2010)	<input type="checkbox"/>
ix)	MULTIMODAL TRANSPORT OPERATOR (MTO)	<input type="checkbox"/>

SEKSYEN II (SENARAI KUANTITI/RINGKASAN TENDER)

A	RINGKASAN TENDER (FINAL SUMMARY OF TENDER)	<input type="checkbox"/>
B	SENARAI KUANTITI (BILLS OF QUANTITY)	
	BIL NO. 1 : KERJA AWALAN	<input type="checkbox"/>
	BIL NO. 2 : KERJA PEMBERSIHAN TAPAK & KERJA YANG BERKAITAN	<input type="checkbox"/>
	BIL NO. 3 : KERJA CERUCUK KEPINGAN KELULI	<input type="checkbox"/>
	BIL NO. 4 : KERJA CERUN	<input type="checkbox"/>
	BIL NO. 5 : KERJA SALIRAN	<input type="checkbox"/>
	BIL NO. 6 : KERJA JALAN	<input type="checkbox"/>

SENARAI SEMAKAN KANDUNGAN DOKUMEN TENDER

PETENDER

**NAMA PROJEK : CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI
JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN,
SELANGOR DARUL EHSAN**

TANDATANGAN : _____

NAMA : _____

TARIKH : _____

KANDUNGAN

SEKSYEN II (SENARAI KUANTITI / RINGKASAN TENDER) Samb.

- | | | |
|---|------------------------------------------------------------------|--------------------------|
| C | JADUAL KADAR HARGA HARIAN (SCHEDULE OF DAYWORK RATES) | <input type="checkbox"/> |
| D | SENARAI LUKISAN YANG DIGUNAKAN DALAM PENYEDIAAN SENARAI KUANTITI | <input type="checkbox"/> |

SEKSYEN III (SPESIFIKASI DAN PENGUKURAN DAN FAKTOR MENGHARGAKAN SENARAI KUANTITI)

- | | | |
|---|-------------------------------------------------------------------------------------------------------------------|--------------------------|
| A | SPESIFIKASI PIAWAI | |
| | i) STANDARD SPECIFICATIONS FOR BUILDING WORKS 2020 (JKR20800-0226-20) | <input type="checkbox"/> |
| | ii) JKR STANDARD SPECIFICATION FOR DRAINAGE WORKS IN BUILDING PROJECT (JKR-20601-0195-13) | <input type="checkbox"/> |
| | iii) SPECIFICATION FOR OCCUPATIONAL SAFETY AND HEALTH FOR ENGINEERING CONSTRUCTION WORKS 2019 (JKR 20700-0349-19) | <input type="checkbox"/> |
| B | MEASUREMENT AMPLIFICATION AND PRICING FACTOR | <input type="checkbox"/> |

SENARAI SEMAKAN DOKUMEN WAJIB

SENARAI SEMAKAN DOKUMEN (SSD) BAGI TENDER KECIL

Nama Tender : **CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.** Tarikh Dokumen Diterima:

Tarikh Buka Tender :

Tarikh Tutup Tender :

Jumlah Sampul :

No. Rujukan Tender : **MBSJ.KUB.400-5/8/140**

BIL	BUTIRAN DOKUMEN	UNTUK DIISI OLEH PETENDER		UNTUK KEGUNAAN JAWATANKUASA PEMBUKA TENDER		ULASAN	
		TANDAKAN (√) PADA PETAK		CATATAN	TANDAKAN (√) PADA PETAK		
		ADA	TIADA		ADA		TIADA
1	Borang A - Surat Pengakuan Kebenaran Maklumat dan Kesahihan Dokumen Yang Dikemukakan oleh Petender(WAJIB)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
2	Data Kewangan (Borang C)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
3	MAKLUMAT KEWANGAN						
3.1	TENDER KECIL						
A	Petender WAJIB mengemukakan sekurang-kurangnya salah satu dokumen kewangan berikut:						
	1) Penyata Kewangan Syarikat (3 tahun berturut-turut)						
	a) Tahun	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	b) Tahun	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	c) Tahun	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	2) Penyata Bulanan Bank (3 bulan terakhir)						
	Nama Bank:						
	a) Bulan	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	b) Bulan	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	c) Bulan	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Nama Bank:						
	a) Bulan	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	b) Bulan	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	c) Bulan	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	<i>Sila tambah Lampiran sekiranya perlu</i>						

Tandatangan & Cop Rasmi Petender

Tandatangan & Cop Rasmi Ahli Jawatankuasa Pembuka Tender

Ahli 1

Ahli 2

Ahli 3

.....
Tarikh :

.....
Tarikh :

.....
Tarikh :

.....
Tarikh :

SENARAI SEMAKAN DOKUMEN (SSD) BAGI TENDER KECIL

Nama Tender : **CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.** Tarikh Dokumen Diterima:

Tarikh Buka Tender :

Tarikh Tutup Tender :

Jumlah Sampul :

No. Rujukan Tender : **MBSJ.KUB.400-5/8/140**

BIL	BUTIRAN DOKUMEN	UNTUK DIISI OLEH PETENDER		UNTUK KEGUNAAN JAWATANKUASA PEMBUKA TENDER													
		TANDAKAN (√) PADA PETAK		CATATAN	TANDAKAN (√) PADA PETAK		ULASAN										
		ADA	TIADA		ADA	TIADA											
3 3.1 A	MAKLUMAT KEWANGAN (samb) TENDER KECIL (samb) Petender WAJIB mengemukakan sekurang-kurangnya salah satu dokumen kewangan berikut (samb): 3)Laporan Asal Bank/Institusi Kewangan Mengenai Kemudahan Kredit (Borang CA) Borang CA daripada Bank: a) b) c) B Deposit Tetap "Deposit Tetap (sekiranya ada) yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan boleh dikemukakan sebagai tambahan kepada pengiraan Keupayaan Kewangan" Nama Bank: a) Bulan b) Bulan c) Bulan	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border: 1px solid black; height: 20px;"></td> <td style="width: 50%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table>							<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border: 1px solid black; height: 20px;"></td> <td style="width: 50%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table>								
<i>Sila tambah Lampiran sekiranya perlu</i>																	

Tandatangan & Cop Rasmi Petender

Tandatangan & Cop Rasmi Ahli Jawatankuasa Pembuka Tender

Ahli 1

Ahli 2

Ahli 3

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SENARAI SEMAKAN DOKUMEN (SSD) BAGI TENDER KECIL

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Tarikh Buka Tender :

Tarikh Tutup Tender :

Jumlah Sampul :

No. Rujukan Tender : **MBSJ.KUB.400-5/8/140**

BIL	BUTIRAN DOKUMEN	UNTUK DIISI OLEH PETENDER		CATATAN	UNTUK KEGUNAAN JAWATANKUASA PEMBUKA TENDER		ULASAN
		TANDAKAN (✓) PADA PETAK			TANDAKAN (✓) PADA PETAK		
		ADA	TIADA		ADA	TIADA	
4	Pengalaman Kerja Dalam Tempoh 5 Tahun Lepas a) Surat Setuju Terima b) Perakuan Siap Kerja c) Perakuan Akaun dan Bayaran Muktamad	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
5	Prestasi Kerja Semasa a) Surat Setuju Terima/Perakuan Bayaran Interim b) Laporan Prestasi	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
6	Sijil SCORE	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
7	a) Surat Akuan Pembida (Wajib) b) Surat Akuan Pembida (PROTÉGÉ) (DIGALAKKAN)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
8	Adendum dan Borang Pengesahan Penerimaan Adendum (WAJIB jika ada)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
9	Sijil Anugerah (jika ada)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
10	Dokumen Wajib dan Dokumen Sokongan Lain* <i>Contohnya:</i> a) Sijil/Surat Pengesahan Pelaksanaan PROTÉGÉ b) Katalog peralatan c)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	

Tandatangan & Cop Rasmi Petender

Tandatangan & Cop Rasmi Ahli Jawatankuasa Pembuka Tender

Ahli 1

Ahli 2

Ahli 3

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Tarikh :

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Tarikh :

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Tarikh :

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Tarikh :

SEKSYEN I

ARAHAN KEPADA PETENDER

ARAHAN KEPADA PETENDER

SENARAI KANDUNGAN

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ARAHAN KEPADA PETENDER

SENARAI KANDUNGAN

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2. KRITERIA PENILAIAN TENDER BAGI TENDER KECIL

ARAHAN KEPADA PETENDER

SENARAI KANDUNGAN

Senarai Lampiran

- Lampiran A - Surat Akuan Pembida Berjaya
- Lampiran B - Surat Akuan Pembida Untuk Melaksanakan *Program Professional Training and Education for Growing Entrepreneurs* (PROTÉGÉ)
- Lampiran C - Format Surat Ikatan Penyerahan Hak - *Deed of Assignment (Security for direct payment to third party)*
- Lampiran D - Format Persetujuan Pegawai Penguasa Terhadap Surat Ikatan Penyerahan Hak - *Consent by Government for Direct Payment to Third Party Through Deed of Assignment*
- Lampiran E - Surat Jaminan Tanggung Rugi dari Subkontraktor Kepada Kerajaan
- Lampiran F - Format Borang Jaminan Bank/Jaminan Syarikat Kewangan/Jaminan Insurans Untuk Bon Pelaksanaan (Kontrak Kerja Yang Bernilai Sehingga RM10 Juta)
- LAMPIRAN IBS1 - Borang Penamaan Pembekal Sistem Binaan Berindustri (*Industrialised Building System-IBS*)

ARAHAN KEPADA PETENDER

SENARAI KANDUNGAN

Senarai Borang

MUKA SURAT

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Borang B	-	Maklumat Am dan Latar Belakang Petender
Borang C	-	Data Kewangan
Borang CA	-	Laporan Bank/Institusi Kewangan Mengenai Kemudahan Kredit
Borang D	-	Senarai Kerja/Kontrak Semasa Petender
Borang DA		Laporan Prestasi Kerja Semasa Petender
Borang E	-	Rekod Pengalaman Kerja Petender
Borang F	-	Surat Akuan Pembida

A) MAKLUMAT DAN PERATURAN AM

1. AM

- 1.1. Arahan Kepada Petender ini hendaklah menjadi sebahagian daripada Kontrak.
- 1.2. Petender hendaklah membaca **Syarat-Syarat Membuat Tender** sebagaimana lampiran kepada Borang Tender.

2. DOKUMEN TENDER

- 2.1. Dokumen-dokumen berikut boleh di dapati secara dalam talian selepas membayar yuran dokumentasi, iaitu :
 - i) Seksyen I (Kehendak-Kehendak Kontrak)
 - ii) Seksyen II (Senarai Kuantiti/Ringkasan Tender)
 - iii) Seksyen III (Spesifikasi dan Pengukuran dan Faktor Menghargakan Senarai Kuantiti)
 - iv) Lukisan Tender
 - v) Dokumen-dokumen lain jika berkaitan
- 2.2. Petender bertanggungjawab sepenuhnya bagi memastikan setiap dokumen tender yang dibelinya adalah lengkap. Sekiranya terdapat apa-apa ketidaksempurnaan pada dokumen atau mukasurat di dalam dokumen tender berkenaan berdasarkan semakan oleh petender dengan Dokumen Meja Tender, adalah menjadi tanggungjawab petender untuk merujuk kepada pejabat yang mengeluarkan tender supaya pembedaan kepada ketidaksempurnaan tersebut dapat dibuat.
- 2.3. Petender boleh merujuk kepada dokumen berikut sebagai panduan semasa mengisi dan melengkapkan dokumen tender.
 - i) Senarai Semakan Kandungan Dokumen Tender.
 - ii) Senarai Semakan Mengemukakan Tender Untuk Kegunaan Petender.
- 2.4. Petender dikehendaki mengisi, melengkapkan dan mengembalikan perkara-perkara berikut:
 - i) Semua Seksyen dalam Dokumen Tender kecuali lukisan tender
 - ii) Borang-Borang Maklumat Dan Dokumen Wajib/Sokongan
 - iii) Senarai Semakan Dokumen (SSD).

- 2.5. Jika tender dihantar dengan menggunakan perkhidmatan pos berdaftar, Petender hendaklah memastikan dokumen tersebut selamat tiba pada alamat yang telah ditetapkan sebelum atau pada Tarikh Tutup Tender selewat-lewatnya pada pukul 12:00 tengah hari. Sebarang kelewatan yang timbul dalam urusan tersebut tidak akan dilayan.

3. TEMPOH SIAP KERJA MAKSIMUM

- 3.1. *Petender hendaklah menawarkan Tempoh Siap Kerja tidak melebihi **30 minggu**. Petender yang menawarkan tempoh siap kerjamelebihi tempoh di atas tidak akan dipertimbangkan.

Nota: *Perlu diisi oleh Pegawai Mengurus Tender (PMT).

4. LAWATAN TAPAK

- 4.1. Lawatan tapak adalah sebagaimana yang dinyatakan di dalam iklan tender.
- 4.2. Jika dinyatakan lawatan tapak sebagai **WAJIB**, petender adalah diwajibkan untuk menghadiri lawatan tapak tersebut pada masa dan tempat yang telah ditetapkan. Kegagalan Petender untuk menghadiri lawatan tapak akan menyebabkan Petender gagal memasuki tender.
- 4.3. Hanya penama dalam Perakuan Pendaftaran Kontraktor (PPK) dan Sijil Perolehan Kerja Kerajaan (SPKK), 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.
- 4.4. Sebarang tuntutan akibat kesilapan dalam menentukan kaedah pembinaan atau menghargakan tender disebabkan kekurangan pengetahuan mengenai keadaan tapak bina tidak akan dilayan.

5. DOKUMEN MEJA TENDER

Naskah lengkap Dokumen Meja Tender boleh dirujuk di:

Tempat : Kaunter Informasi, Aras 1, Majlis Bandaraya
Subang Jaya, Persiaran Perpaduan, USJ 5,
47610 Subang Jaya, Selangor Darul Ehsan.

Masa : Isnin hingga Khamis : 8.00 Pagi – 1.00 Petang
2.00 Petang – 4.00 Petang

Jumaat : 8.00 Pagi – 12.15 Petang
2.45 Petang – 4.00 Petang

Dokumen tender boleh didapati secara dalam talian di alamat
<http://tender.selangor.my/>.

6. SENARAI KUANTITI/RINGKASAN TENDER

- 6.1. Senarai Kuantiti/Ringkasan Tender hendaklah dihargakan dengan **DAKWAT HITAM** yang kekal dan tidak luntur. Jumlah amaun yang dihargakan dalam Senarai Kuantiti/Ringkasan Tender oleh Petender hendaklah sama dengan amaun yang dinyatakan di dalam Borang Tender.
- 6.2. Sekiranya Petender tidak menghargakan atau meletakkan tanda (-) pada mana-mana item di dalam Kerja Awalan/Senarai Kuantiti/Ringkasan Tender, nilai/kadar harga item tersebut adalah dianggap telah termasuk di dalam nilai/kadar harga bagi item-item lain di dalam dokumen tersebut.
- 6.3. Petender yang berjaya hendaklah, dalam masa tujuh (7) hari apabila diminta oleh Pegawai Penguasa atau Juruukur Bahan bagi pihaknya mengemukakan pecahan terperinci unit harga untuk sebarang item, kumpulan item atau semua item yang terkandung di dalam Senarai Kuantiti, pecahan harga tersebut hendaklah mengandungi harga untuk buruh, bahan, loji, peralatan dan sebagainya.
- 6.4. Tiada sebarang perubahan, tambahan atau sebarang nota dibenarkan dibuat kepada Dokumen Tender dan/atau Senarai Kuantiti ini yang mengubah teks yang tercetak.

7. PERCANGGAHAN DOKUMEN TENDER

- 7.1. Sekiranya Petender mendapati ada percanggahan di antara Lukisan Tender, Senarai Kuantiti dan/atau Spesifikasi, Petender hendaklah dengan serta merta merujuk kepada pejabat yang mengeluarkan tender.

Jabatan Kontrak Dan Ukur Bahan,

Aras 3, Majlis Bandaraya Subang Jaya,

Persiaran Perpaduan, USJ 5,

47610 Subang Jaya,

Selangor Darul Ehsan.

(u.p.: Pengarah, Jabatan Kontrak dan Ukur Bahan)

- 7.2. Pejabat yang mengeluarkan tender yang akan menyelesaikan dan/atau mengarahkan yang mana perlu diikuti. Penyelesaian atau arahan tersebut hanya sah jika dibuat dalam bentuk *Addendum* secara rasmi seperti yang dinyatakan di dalam perenggan 8 di bawah.

8. **ADDENDUM**

- 8.1. Sebelum tarikh akhir bagi penyerahan Tender, pejabat yang mengeluarkan tender boleh mengeluarkan *Addendum* untuk menerangkan atau membetulkan sebahagian atau keseluruhan Dokumen Tender. Setiap *Addendum* yang dikeluarkan akan diedarkan kepada Petender dan menjadi sebahagian daripada Dokumen Tender.
- 8.2. Penerimaan setiap *Addendum* mestilah diberitahu melalui Borang Pengesahan Penerimaan *Addendum* yang disertakan bersama-sama *Addendum*. Petender hendaklah mengembalikan Salinan Borang Pengesahan Penerimaan *Addendum* sebaik sahaja *Addendum* diterima.
- 8.3. *Addendum* hendaklah dikemukakan bersama-sama Dokumen Tender. Kegagalan petender berbuat demikian akan menyebabkan Tender berkenaan **DITOLAK**.

9. **PENYERAHAN TENDER**

Dokumen Tender hendaklah dilengkapkan dan dimasukkan di dalam sampul serta dilakrikan tanpa meletakkan tanda pengenalan Petender pada bahagian luar sampul surat tersebut. Sampul surat yang berlakri tersebut hendaklah dicatatkan dengan nama projek berikut di bahagian atas sebelah kanan iaitu:

**CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2,
LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.**

dan dihantar sendiri dengan tangan atau melalui perkhidmatan pos berdaftar kepada:

**Peti Tawaran,
Jabatan Kontrak Dan Ukur Bahan,
Aras 3, Majlis Bandaraya Subang Jaya,
Persiaran Perpaduan, USJ 5,
47610 Subang Jaya,
Selangor Darul Ehsan.**

dan hendaklah dimasukkan ke dalam **Peti Tawaran** tidak lewat atau pada pukul 12:00 tengah hari pada tarikh tutup tender. Mana-mana Tender yang sampai selepas masa dan Tarikh yang ditetapkan, atas sebarang sebab dan alasan tidak akan dipertimbangkan. Tanpa sebarang obligasi, Kerajaan tidak bertanggungjawab ke atas mana-mana Tender yang telah dihantar tetapi didapati hilang atau lewat diterima. Bukti pos tidak akan diterima sebagai bukti penghantaran mana-mana Tender.

10. INTERPRETASI SECARA LISAN

Interpretasi secara lisan kepada mana-mana bahagian Dokumen Tender atas permintaan dan/atau diterima Petender hendaklah tidak diambil kira sebagai membetulkan sebarang peruntukan dan syarat-syarat yang terkandung di dalam Dokumen Tender. Sebarang pemberitahuan atau pembetulan kepada mana-mana bahagian di dalam Dokumen Tender akan dibuat secara bertulis oleh pejabat yang mengeluarkan tender di dalam bentuk *Addendum* seperti yang dinyatakan di perenggan 7 dan 8 di atas.

11. NOTIS KEPADA PETENDER

Setiap notis yang hendak diberi kepada Petender akan dihantar ke alamat yang dinyatakan dalam Perakuan Pendaftaran Kontraktor (PPK) sama ada melalui pos atau pos berdaftar atau pos laju atau serahan tangan atau e-mel atau faksimili. Kaedah pemberitahuan ini hendaklah disifatkan sebagai Penyampaian Notis yang sempurna.

12. BANTAHAN OLEH PETENDER

Bantahan rasmi secara bertulis yang disertai dengan butir-butir lengkap berkaitan dengan Dokumen Tender, Spesifikasi, Lukisan dan/atau Senarai Kuantiti yang menjurus kepada sesuatu jenama (jenis) tertentu boleh dibuat oleh Petender dalam tempoh Empat Belas (14) hari dari tarikh dokumen tender mula dijual. Bantahan yang diterima selepas tempoh tersebut tidak akan dipertimbangkan. Bantahan hendaklah dialamatkan kepada pejabat yang mengeluarkan tender.

**Jabatan Kontrak Dan Ukur Bahan,
Aras 3, Majlis Bandaraya Subang Jaya,
Persiaran Perpaduan, USJ 5,
47610 Subang Jaya,
Selangor Darul Ehsan.**
(u.p.: Pengarah, Jabatan Kontrak Dan Ukur Bahan)

13. PETENDER USAHASAMA

13.1 Perjanjian Usahasama

- 13.1.1. Petender yang berhasrat untuk memasuki tender secara usahasama hendaklah mengemukakan Perjanjian Usahasama semasa mengemukakan dokumen tender. Perjanjian tersebut hendaklah mengandungi pegangan ekuiti setiap rakan usahasama dan bertanggungjawab secara *'jointly & severally'* dan ditandatangani oleh kesemua rakan usahasama dan disetemkan.

13.1.2. Bagi tender kerja yang disertai oleh beberapa syarikat tempatan secara usahasama, kesemuanya hendaklah berdaftar dengan LPIP dan mempunyai PPK dan SPKK, PUKONSA atau UPKJ dalam gred, kategori dan pengkhususan yang ditetapkan mengikut nilai tender.

13.1.3. Bagi perolehan yang dikhaskan kepada Bumiputera, syarikat usahasama yang menyertainya mestilah kesemuanya bertaraf Bumiputera dan mempunyai Sijil Taraf Bumiputera (STB) yang sah daripada PUSAT KHIDMAT KONTRAKTOR (PKK), Kementerian Pembangunan Usahawan. Manakala bagi perolehan yang tidak dikhaskan kepada Bumiputera maka syarikat usahasama yang dibenarkan menyertai perolehan boleh terdiri sama ada kesemuanya bertaraf Bumiputera atau salah satu bertaraf Bumiputera atau kesemuanya bukan Bumiputera.

13.2 Borang-Borang Maklumat Dan Dokumen Wajib/Sokongan

Petender dikehendaki mengisi borang-borang maklumat seperti di perenggan 1.2 Bahagian B: Tatacara Penilaian Tender Kerja Kecil secara berasingan. Petender juga hendaklah mengemukakan dokumen-dokumen sokongan seperti yang dinyatakan di perenggan 1.4 secara berasingan untuk menyokong maklumat-maklumat yang dinyatakan.

13.3 Kelayakan Asas Petender

Borang Tender/Surat Akuan Pembida (*Integrity Pact*) hendaklah ditandatangani oleh kesemua rakan usahasama sepertimana di dalam Surat Perjanjian Usahasama.

13.4 Pengiraan Kecukupan Modal Minimum

Penilaian Modal Minimum bagi petender usahasama/gabungan dianalisa secara berasingan dan digabungkan mengikut faktor ekuiti masing-masing.

13.5 Prestasi Kerja Semasa

Prestasi kerja semasa bagi petender usahasama/gabungan dianalisa berasaskan kerja-kerja semasa yang dilaksanakan oleh setiap ahli usahasama/gabungan. Status prestasi kerja semasa petender usahasama/gabungan adalah berdasarkan kepada prestasi terendah ahli usahasama/gabungan.

13.6 Beban Kerja Semasa

Beban kerja semasa bagi petender usahasama/gabungan dianalisa secara berasingan berasaskan jumlah nilai baki kerja dalam tangan oleh setiap ahli usahasama/gabungan. Penilaian beban adalah berdasarkan kepada nilai baki kerja tertinggi ahli usahasama/gabungan dan rujukan kepada Laporan Penyelia Projek mengenai kemajuan kerja petender usahasama/gabungan.

13.7 Pengalaman Kerja

Pengalaman kerja petender usahama/gabungan adalah berdasarkan pengalaman yang digabungkan.

14. TEMPOH SAH LAKU TENDER

Tender hendaklah terus sah selama tempoh **Sembilan Puluh (90)** hari dari Tarikh Tutup Tender dan Petender tidak dibenarkan sama sekali menarik diri dalam tempoh tersebut. Seandainya Petender menarik diri dalam Tempoh Sah Laku Tender atau sebarang tempoh yang dilanjutkan atau enggan menerima sesuatu tender setelah ditawarkan kepadanya, tindakan tatatertib akan diambil terhadapnya.

15. KEPUTUSAN TENDER ADALAH MUKTAMAD

Kerajaan tidak terikat untuk menerima mana-mana tawaran dari petender-petender. Keputusan mengenai tender yang dikeluarkan adalah muktamad. Sebarang surat menyurat mengenai keputusan tender tidak akan dilayan.

16. PENERIMAAN ATAU PENOLAKAN TENDER

16.1. Kerajaan berhak untuk menolak mana-mana atau keseluruhan tender. Mana-mana tender yang tidak lengkap, tidak jelas atau tidak mematuhi arahan, tidak akan dipertimbangkan.

16.2. Pihak Kerajaan tidak terikat untuk menyetujui terima tender terendah atau sebarang tender, dan juga tidak perlu memberikan sebarang alasan terhadap mana-mana tender yang ditolak.

17. IKLAN

Petender tidak dibenarkan menyiarkan apa-apa maklumat mengenai tender di dalam sebarang media.

18. KOS TENDER

Kerajaan tidak akan dipertanggungjawabkan untuk membayar apa-apa kos atau perbelanjaan atau kerugian yang dialami oleh Petender di dalam penyediaan atau penghantaran tender beliau.

19. PELARASAN HARGA DAN KADAR HARGA

Ringkasan Tender dan/atau Jadual Kadar Harga atau Senarai Kuantiti akan diteliti dan diselaraskan oleh Kerajaan untuk memastikan kemunasabahannya sebelum tender disetujuterima sebagaimana yang diperuntukkan di bawah Fasal 26 Syarat-Syarat Kontrak JKR 203/JKR 203A. Harga dan kadar harga yang diselaraskan hendaklah tidak mengubah jumlah harga di Borang Tender.

20. PELAKSANAAN *INTEGRITY PACT* DALAM PEROLEHAN KERAJAAN

20.1 Petender wajib mengemukakan **Surat Akuan Pembida** seperti di **Borang F** bersama-sama dengan Dokumen Tender di mana Petender berwaad untuk tidak akan menawarkan atau memberi rasuah kepada mana-mana individu lain sebagai sogokan untuk dipilih dalam tender tersebut. Surat Akuan Pembida ini hendaklah dilengkapkan dan ditandatangani oleh Pegawai Syarikat Yang Ditauliahkan.

20.2 Surat Akuan Pembida tersebut adalah menjadi salah satu dokumen **WAJIB** dalam penilaian tender peringkat pertama. Sekiranya petender gagal mengemukakan Surat Akuan Pembida yang telah dilengkapkan dan ditandatangani, petender tersebut akan dinilai sebagai gagal dalam penilaian peringkat pertama dan penilaian seterusnya tidak akan dilaksanakan.

20.3 Petender yang berjaya wajib mengemukakan dan menandatangani **Surat Akuan Pembida Berjaya** seperti **Lampiran A** beserta dengan Surat Setuju Terima yang telah ditandatangani di mana ia berwaad tidak akan memberi rasuah sebagai ganjaran kerana mendapatkan kontrak. Surat Akuan ini akan menjadi sebahagian daripada Dokumen Kontrak.

21. PERINGATAN MENGENAI KESALAHAN RASUAH

21.1 Semua Petender adalah diingatkan supaya tidak terlibat dalam aktiviti jenayah rasuah berkaitan dengan perolehan ini. Sehubungan dengan itu para petender diberi peringatan seperti berikut:

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

- 21.1.2 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 atau balai polis yang berhampiran. Kegagalan berbuat demikian adalah merupakan suatu kesalahan di bawah Akta Suruhanjaya Pencegahan Rasuah 2009 (Akta 694).
- 21.1.3 Tanpa prejudis kepada tindakan-tindakan lain, tindakan tatatertib dan menyenaraihitamkan kontraktor atau pembekal boleh diambil sekiranya pihak-pihak terlibat dengan kesalahan rasuah di bawah Akta Suruhanjaya Pencegah Rasuah Malaysia 2009 (Akta 694).
- 21.1.4 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 adalah melakukan kesalahan dibawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 (Akta 694).

~~22. ** PELAKSANAAN PROGRAM PROFESSIONAL TRAINING AND EDUCATION FOR GROWING ENTREPRENEURS (PROTÉGÉ) DALAM PEROLEHAN KERAJAAN.~~

~~22.1. Petender dikehendaki melaksanakan Program PROTÉGÉ dalam perolehan Kerajaan mengikut had nilai ambang (*threshold value*) dan sektor seperti berikut:~~

Bil.	Sektor	Nilai Ambang
1	Pembinaan	RM10 juta
2	Perkhidmatan Penyelenggaraan Bangunan/Infrastruktur/Jalan	RM5 juta
3	Teknologi Informasi dan Komunikasi	RM10 juta
4	Perkhidmatan Perundingan	RM5 juta
5	Perubatan dan Farmasi	RM10 juta
6	Perkhidmatan Sokongan Kesihatan	RM10 juta
7	Perkhidmatan Penyelenggaraan, Pembaikan dan Baik Pulih	RM10 juta
8	Pengangkutan dan Logistik	RM10 juta
9	Pertahanan Strategik	RM10 juta

Bil.	Sektor	Nilai Ambang
10	Perkhidmatan Kawalan Keselamatan	RM4 juta
11	Sektor Lain	RM10 juta

$$\frac{1\% \times \text{Kos Keseluruhan Projek / Perolehan}}{\text{RM24,000}^*}$$

* Elaun PROTÉGÉ sebanyak RM2,000 seorang X 12 bulan

~~22.2. Petender adalah wajib mengemukakan Surat Aduan Pembida Untuk Melaksanakan Program PROTÉGÉ seperti di **Lampiran B** bersama dengan Dokumen Tawaran Tender.~~

~~22.3. Surat Aduan Pembida Untuk Melaksanakan Program PROTÉGÉ tersebut adalah menjadi salah satu dokumen wajib dalam penilaian tender. Sekiranya pembida gagal mengemukakan Surat Aduan tersebut yang telah ditandatangani oleh penama di sijil PPK, SPKK, PUKONSA atau UPKJ, pembida tersebut akan dinilai sebagai gagal dalam penilaian (gagal mengemukakan dokumen wajib) dan penilaian seterusnya tidak akan dilaksanakan;~~

~~22.4. Sekiranya sesuatu kontrak yang menggunakan Wang Kos Prima atau Wang Peruntukan Sementara melebihi nilai ambang yang ditetapkan, Kontraktor Utama wajib memastikan klausa berkenaan pelaksanaan Program PROTÉGÉ dimasukkan di dalam kontrak dengan Sub-Kontraktor Yang Dinamakan (NSC) dan/atau Kontraktor Domestik.~~

Nota: ** Potong jika tidak berkenaan oleh Pegawai Mengurus Tender.

23. PELAKSANAAN REKA BENTUK *INDUSTRIALISED BUILDING SYSTEM* (IBS)

23.1 Sejarar dengan pematuhan kepada peraturan semasa reka bentuk projek hendaklah berdasarkan reka bentuk komponen IBS. Petender yang berjaya tidak akan dibenarkan menukarnya kepada reka bentuk konvensional dalam apa keadaan sekalipun.

23.2 Petender yang berjaya dikehendaki untuk menyemak dan memeriksa lukisan komponen IBS untuk memastikan kecukupan reka bentuk/perincian yang diperlukan bagi tujuan pembinaan/pemasangan di tapak bina. Sekiranya Petender yang berjaya perlu mengesyorkan sebarang reka bentuk, beliau hendaklah mengemukakan semua lukisan, spesifikasi, pengiraan dan maklumat yang berkaitan kepada Pegawai Penguasa untuk kelulusan.

24. PEMANSUHAN PERUNTUKAN SYARAT PERUBAHAN HARGA (VARIATION OF PRICE) DALAM KONTRAK

Petender-Petender adalah diberitahu bahawa Tender ini adalah berdasarkan harga tender tetap. Petender-petender juga diberitahu bahawa klausa 30 Syarat-Syarat Kontrak P.W.D Form 203/203A (Rev. 1/2010) berkaitan dengan Turun Naik Harga tidak lagi terpakai. Dengan ini, petender adalah dinasihatkan untuk mengambilkira kesemua risiko yang terlibat semasa tempoh kontrak berjalan dalam Harga Tendernya.

25. LARANGAN PEMINDAHAN EKUITI SYARIKAT SEPANJANG TEMPOH KONTRAK

Petender yang berjaya dipilih bagi perolehan ini tidak boleh memindahkan milik ekuiti syarikat sepanjang tempoh kontrak berkuat kuasa kecuali mendapat kelulusan bertulis **KERAJAAN MALAYSIA** terlebih dahulu.

26. BON PELAKSANAAN

26.1. Bon Pelaksanaan adalah suatu aku janji 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. Petender yang berjaya hendaklah mengemukakan Bon Pelaksanaan sebanyak lima peratus (5%) daripada Jumlah Harga Kontrak sebelum memulakan kerja. Petender 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. Petender 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	<ul style="list-style-type: none"> • Dari tarikh kuat kuasa kontrak sehingga 12 bulan selepas tamat Tempoh Tanggungan Kecacatan (DLP). • Format dan kandungan seperti di Lampiran F

26.5. Petender diingatkan untuk mengambil kira tempoh sah laku Bon Pelaksanaan mengikut nilai projek semasa menghargakan tender. Sebarang rayuan akibat kegagalan kontraktor untuk mengambil kira tempoh sah laku bon pelaksanaan semasa menghargakan tender tidak akan dilayan.

27. SIJIL SCORE LEMBAGA PEMBANGUNAN INDUSTRI PEMBINAAN MALAYSIA (LIPIM)

Petender dikehendaki mengemukakan Salinan Sijil SCORE dari LIPIM yang masih sah pada Tarikh Tutup Tender (tidak lebih satu (1) tahun dari Tarikh sijil dikeluarkan) dengan minimum dua (2) bintang terutama kepada Petender yang menawarkan harga tender di bawah paras Harga *Cut-Off*.

28. MEMATUHI AKTA LEMBAGA PEMBANGUNAN INDUSTRI PEMBINAAN MALAYSIA (CIDB) 1994 (Akta 520)

Petender yang berjaya bagi semua tender 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 (LIPIM) 1994 (Akta 520). Sehubungan dengan itu, adalah menjadi tanggungjawab Petender yang berjaya untuk membuat bayaran levi kepada pihak LIPIM.

29. PEMATUHAN AKTA 342 DAN NORMA BAHARU DALAM SEKTOR PEMBINAAN DAN DALAM MENANGANI EPIDEMIK DAN PANDEMIK COVID 19 (mengikut keadaan semasa)

30.1 Petender 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 Jabatan Kerja Raya Malaysia.

30.2 Petender dikehendaki mengambilkira dalam harga tender untuk pematuhan perkara 30.1.

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

30. HARGA INDIKATIF JABATAN

30.1. Harga Indikatif Jabatan bagi tender ini adalah Ringgit Malaysia: Dua Juta Sahaja (RM 2,000,000.00)

30.2. Harga Indikatif Jabatan ini merupakan suatu anggaran sahaja dan amaun tersebut tidak mengikat Kerajaan atau mana-mana pihak lain juga bagi maksud mengelakkan kekeliruan yang mungkin berbangkit.

30.3. Pihak Kerajaan tidak menjamin bahawa syarikat akan dipilih atau boleh menyiapkan kerja dengan bersandarkan Harga Indikatif Jabatan.

B) TATACARA PENILAIAN TENDER KERJA KECIL

1.0 MAKLUMAT-MAKLUMAT YANG DIPERLUKAN UNTUK PENILAIAN KEUPAYAAN PETENDER

1.1 Petender hendaklah mengambil maklum bahawa penilaian tender ini akan mengambilkira dan mementingkan **keupayaan petender** untuk melaksanakan projek yang ditender, di samping kemunasabahan harga tender.

1.2 Penilaian akan dibuat berasaskan **kelayakan asas tender, keupayaan kewangan, dan keupayaan teknikal (prestasi, dan beban kerja semasa serta pengalaman kerja) petender dan penilaian teknikal (kerja Mekanikal & Elektrik) bagi komponen/peralatan**. Untuk membolehkan penilaian dibuat, petender dikehendaki melengkapkan borang-borang berikut yang disertakan bersama Dokumen Tender ini dengan sempurna dan mengembalikannya bersama-sama dengan tender masing-masing:

1.2.1	Borang A	Surat Pengakuan Kebenaran Maklumat dan Kesahihan Dokumen yang Dikemukakan oleh Petender
1.2.2	Borang B	Maklumat Am Latar Belakang Petender
1.2.3	Borang C	Data Kewangan Petender
1.2.4	Borang CA	Laporan Bank/Institusi Kewangan Mengenai Kemudahan Kredit Petender
1.2.5	Borang D	Senarai Kerja/Kontrak Semasa Petender
1.2.6	Borang DA	Laporan Prestasi Kerja Semasa Petender
1.2.7	Borang E	Rekod Pengalaman Kerja Petender (Senarai Kerja Dalam Tempoh 5 Tahun Lepas)
1.2.8	Borang F	Surat Akuan Pembida (<i>Integrity Pact</i>)

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 petender.

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

1.4.1 Perakuan/Sijil Pendaftaran

- i) Perakuan Pendaftaran Kontraktor (PPK) CIDB;
- ii) Sijil Perolehan Kerja Kerajaan (SPKK) CIDB/ Sijil Pusat Pendaftaran Kontraktor Kerja, Bekalan dan Perkhidmatan Negeri Sabah

(PUKONSA)/ Sijil Unit Pendaftaran Kontraktor Dan Juru Perunding Sarawak (UPKJ).

- iii) Sijil Taraf Bumiputera (STB) dari PUSAT KHIDMAT KONTRAKTOR (PKK) (jika berkaitan);
- i) Sijil Pendaftaran Kementerian Kewangan (jika berkaitan)

1.4.2 Surat Pengakuan Kebenaran Maklumat dan Kesahihan Dokumen

Petender **WAJIB** mengisi dan menandatangani **Borang A**. Kegagalan mengemukakan **Borang A** yang lengkap akan menyebabkan petender tidak layak dinilai.

1.4.3 Maklumat Kewangan

- i) Petender hendaklah mengisi **Borang C** (Data Kewangan Petender)
- ii) Petender **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 atau sekiranya tiada, bagi tiga (3) tahun kewangan terakhir secara berturut-turut setahun sebelum tahun tutup tender 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 yang **disahkan** oleh pegawai yang diberi kuasa oleh bank berkenaan.
 - c. Laporan ASAL bank/institusi kewangan mengenai kemudahan kredit petender, atas format seperti di **Borang CA** yang **ditandatangani** oleh pegawai yang diberi kuasa oleh bank/institusi kewangan berkenaan
- iii) Deposit tetap (sekiranya ada) yang **disahkan** oleh pegawai yang diberi kuasa oleh bank berkenaan boleh dikemukakan sebagai tambahan kepada pengiraan keupayaan kewangan.
- iv) Pihak Kerajaan akan membuat semakan dengan pihak syarikat audit/ bank/ institusi kewangan bagi mendapatkan pengesahan ke atas maklumat kewangan yang dikemukakan oleh petender. Petender 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 petender yang berkenaan tidak diambil kira dalam penilaian.

1.4.4 Maklumat Teknikal

- i) Petender dikehendaki menyenaraikan kerja semasa di **Borang D**. Petender **WAJIB** mengisi **Borang DA** dengan lengkap dan dikemukakan bersama-sama dokumen-dokumen sokongan yang ditetapkan. Kegagalan petender untuk mengisytiharkan kerja semasa akan menyebabkan tendernya ditolak. Bagi petender yang tidak mempunyai kerja semasa, sila catatkan “Tiada Kerja Semasa” di **Borang D**.
- ii) Petender dikehendaki menyenaraikan kerja-kerja yang telah dilaksanakan di **Borang E** berserta dokumen-dokumen sokongan sekiranya mempunyai pengalaman kerja. Bagi petender yang tidak mempunyai pengalaman kerja, sila catatkan “Tiada pengalaman” di **Borang E**. Kegagalan petender untuk mengemukakan salah satu atau sebahagian daripada dokumen-dokumen sokongan di **Borang E** akan mengakibatkan maklumat tersebut tidak dapat disemak kerana ketidakcukupan dokumen. Hal ini boleh menyebabkan maklumat tersebut tidak diambil kira.
- iii) 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 **Borang D**;
 - b. Laporan Asal Projek mengenai prestasi semasa petender, bagi setiap kerja semasa yang disenaraikan di Borang D, atas format seperti **Borang DA**. 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 **Borang E**.

1.4.5 Surat Akuan Pembida (*Integrity Pact*)

Petender **WAJIB** mengisi dan menandatangani **Borang F**. Kegagalan mengisi borang ini akan menyebabkan tendernya ditolak. Rujuk perenggan 5.0 untuk penerangan lanjut.

1.5 Dokumen Tambahan

Petender yang mempunyai dan mengemukakan salinan sijil-sijil berikut boleh diberi keutamaan dalam perakuan tender:

1.5.1 Sijil SCORE

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

1.5.2 Sijil/Perakuan Anugerah

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

1.5.3 Sijil/Surat Pengesahan Pelaksanaan Program PROTEGE

Petender mengemukakan sijil atau surat pengesahan pelaksanaan Program *Professional Training and Education for Growing Entrepreneurs* (PROTÉGÉ) daripada Sekretariat PROTÉGÉ.

1.6 Dokumen-dokumen wajib dan sokongan seperti di perenggan 1.4 dan 1.5 adalah penting untuk membolehkan penilaian keupayaan dibuat ke atas petender. Petender hendaklah mengemukakan dokumen-dokumen ini dalam **satu (1) sampul berasingan** yang dilabelkan sebagai **‘DOKUMEN WAJIB DAN SOKONGAN’**. Petender 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 sebelum tarikh dan waktu tutup tender. Bagi memastikan Kerajaan bersikap adil dan saksama kepada petender-petender lain yang berjaya mematuhi arahan tersebut, **sebarang maklumat atau dokumen yang dikemukakan selepas daripada tarikh dan waktu tutup tender, TIDAK AKAN DITERIMA.**

1.8 Sekiranya Petender 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, tendernya akan ditolak dan tindakan sewajarnya akan diambil oleh Kerajaan ke atas Petender.

2.0 KRITERIA PENILAIAN TENDER

Penilaian tender akan dijalankan dalam dua peringkat berdasarkan kepada kriteria-kriteria penilaian yang ditetapkan.

2.1 Kaedah Penilaian

- 2.1.1 Penilaian tender layak dilaksanakan ke atas petender-petender yang menawarkan harga tender dalam julat (-)15% sehingga (+)10% daripada Harga *Adjusted Mean* Kerja Pembina.
- 2.1.2 **Sekiranya bilangan petender yang berada dalam julat yang layak tersebut melebihi sepuluh (10) petender**, penilaian adalah dibuat ke atas sekurang-kurangnya sepuluh (10) petender bagi mendapatkan minimum tiga (3) petender yang lulus penilaian dan layak diperakukan. Bilangan petender yang diambil untuk dinilai adalah bermula dari harga tawaran petender yang paling hampir dan lebih rendah dari paras harga *cut-off* serta tidak melebihi (-)15% dari *Adjusted Mean* Kerja Pembina. Jika bilangan petender tidak cukup sepuluh (10), pemilihan baki petender untuk dinilai diteruskan dari paras Harga *Cut-Off* sehingga (+)10% Harga *Adjusted Mean* Kerja Pembina.
- 2.1.3 Sekiranya paras *Harga Cut-Off* melebihi (-)15% daripada *Adjusted Mean* Kerja Pembina, sekurang-kurangnya sepuluh (10) petender yang diambil untuk dinilai adalah bermula dari paras Harga *Cut-Off* sehingga (+)10% dari *Adjusted Mean* Kerja Pembina.
- 2.1.4 Keutamaan kepada petender adalah berdasarkan harga paling rendah (*lowest acceptable bidder*) yang berada dalam julat dan lulus semua peringkat penilaian.

2.2 Penilaian Peringkat Pertama (Kelayakan Asas Tender)

- 2.2.1 Hanya tender yang mematuhi kriteria penilaian peringkat pertama sahaja yang **LAYAK** dinilai ke peringkat kedua.
- 2.2.2 Tender yang diterima mestilah mematuhi kriteria kelayakan asas berikut:
 - i) Borang Tender ditandatangani, disaksikan dan diturunkan cap syarikat.
 - ii) Penandatanganan Borang Tender adalah pihak yang diberi kuasa berdasarkan Sijil CIDB /Kementerian Kewangan.

- iii) Harga Tender dan Tempoh Siap Kerja (kecuali jika tempoh siap kerja telah ditetapkan) tercatat di Borang Tender
- iv) Pendaftaran petender masih sah semasa tarikh tutup tender
- v) Kesemua dokumen asas tender seperti berikut dikembalikan:
 - a. Borang Tender
 - b. Senarai Kuantiti/ Ringkasan Tender
 - c. *Addendum* yang dikemukakan kepada petender selepas dokumen tender dijual kepada mereka
 - d. Perjanjian Usahasama/Gabungan (jika berkenaan)
 - e. Maklumat/ Dokumen lain yang dinyatakan di dalam Arahan Kepada Petender:
- vi) Tempoh Siap Kerja tidak melebihi tempoh siap maksimum (kecuali jika tempoh siap kerja telah ditetapkan)
- vii) Borang A ditandatangani, disaksikan dan diturunkan cap syarikat
- viii) Surat Akuan Pembida ditandatangani (*Integrity Pact*)
- ix) Sekurang-kurangnya salah satu dokumen berikut dikemukakan:
 - a. Salinan Penyata Kewangan Syarikat dikemukakan, diaudit dan disahkan oleh juruaudit bertauliah;
 - b. Penyata Bulanan Bank yang disahkan oleh pegawai bank yang diberi kuasa;
 - c. Laporan Asal Bank/Institusi Kewangan mengenai kemudahan kredit petender atas format seperti di Borang CA yang ditandatangani oleh pegawai bank/institusi kewangan yang diberi kuasa.

2.3 Penilaian Peringkat Kedua

Penilaian di peringkat kedua adalah berasaskan kriteria berikut:

2.3.1 Keupayaan Kewangan

- i) Kecukupan modal minimum petender dalam bentuk aset mudah cair dan Kemudahan Kredit tidak kurang daripada LIMA PERATUS (5%) daripada nilai Kerja Pembina Anggaran Jabatan.
- ii) Modal dalam bentuk aset mudah cair ialah jumlah Modal Pusingan iaitu perbezaan antara Aset Semasa dan Liabiliti Semasa petender 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 petender daripada Bank.
- iii) Deposit Tetap yang tidak dicagarkan hendaklah mempunyai tarikh matang yang sekurang-kurangnya sehingga tiga (3) bulan selepas tarikh tutup tender.
- iv) Kemudahan kredit bagi modal mudah cair yang boleh diambil kira **hanyalah** kemudahan kredit sedia ada seperti berikut:
 - a. Overdraf
 - b. Overdraf Bercagar
 - c. Talian Kredit
- v) Selain daripada kemudahan kredit seperti senarai di atas, semua bentuk kemudahan kredit lain tidak boleh diambil kira 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. Petender 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 pada waktu petender memasuki tender.

- iii) Pengalaman Kerja
- a. Pengalaman kerja petender adalah pengalaman kerja serupa atau pengalaman kerja sebanding yang diperakukan siap dalam tempoh lima (5) tahun dari tarikh tutup tender.
 - b. Kerja serupa ertinya:
Kerja yang diliputi oleh kategori yang sama seperti kerja yang ditender.
 - c. Kerja sebanding ertinya:
Kerja yang diliputi oleh kategori yang berlainan daripada kerja yang ditender.
 - d. Sekiranya kategori kerja yang ditender ialah B, maka kerjasebanding 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 terhadap kepada kerja yang dilaksanakan oleh petender 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 ditender.

SEKSYEN I

ARAHAN KEPADA PETENDER

LAMPIRAN A - LAMPIRAN IBS 1

SURAT AKUAN PEMBIDA BERJAYA

**CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2,
LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.**

NO. TENDER : MBSJ.KUB.400-5/8/140

Saya, No. Kad Pengenalan..... yang mewakili..... nombor Pendaftaran..... (MOF/PKK/CIDB/ROS/ROC/ROB) 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 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 atau mana-mana orang lain sebagai dorongan untuk dipilih dalam perolehan 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 saya atau mana-mana orang yang berkaitan dengan syarikat boleh 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 atas kegagalan saya atau mana-mana orang yang mewakili syarikat ini untuk mematuhi perkara (i) dalam surat akuan ini; 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.

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 : _____
Cap 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 [Akta 574].
- (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.

**SURAT AKUAN PEMBIDA UNTUK MELAKSANAKAN
PROGRAM *PROFESSIONAL TRAINING AND EDUCATION FOR GROWING
ENTREPRENEURS (PROTÉGÉ)***

Kepada (Agensi)

.....
.....

Tender : (Tajuk)

.....
.....

Saya nombor kad pengenalan
..... yang mewakili syarikat
..... nombor Pendaftaran
..... (*MOF/CIDB) dengan ini mengisytiharkan bahawa
saya akan melaksanakan program *Professional Training and Education for Growing
Entrepreneurs (PROTÉGÉ)* jika terpilih untuk tender ini mengikut had nilai ambang (*threshold
value*) dan bilangan minimum peserta program PROTÉGÉ seperti yang ditetapkan di dalam
syarat tender.

2. Sekiranya, saya tidak melaksanakan program PROTÉGÉ mengikut had nilai ambang
(*threshold value*) dan bilangan minimum peserta setelah dipilih untuk tender ini, maka
Kerajaan boleh mengambil tindakan ke atas syarikat saya berdasarkan syarat / klausa kontrak
dan syarikat saya mungkin tidak akan dipertimbangkan untuk tender perolehan kerajaan pada
masa yang akan datang.

Yang Benar,

.....
(Nama dan No. Kad Pengenalan)

Cap Syarikat:

- Catatan:
- i) *Potong mana yang tidak berkaitan.
 - ii) Surat Akuan ini hendaklah ditandatangani oleh hanya penama di sijil pendaftaran CIDB.

**DEED OF ASSIGNMENT
(Security for direct payments to third party)**

THIS DEED OF ASSIGNMENT is made the day of.....20
..... between..... , a company incorporated under the laws
of Malaysia and having its registered office at
....., (hereinafter referred to as “the Assignor”)
of the one part and , a company incorporated under
the laws of Malaysia and having its registered office at
..... (hereinafter referred to as “the Assignee”) of the other part.

WHEREAS –

1. The Assignor has been awarded by the Government of Malaysia (hereinafter referred to as “the Government”) the contract with the reference numbered
.....(hereinafter referred to as “the Contract”) for the
..... (hereinafter referred to as
“the Works”) for the sum of Ringgit Malaysia
..... (RM) (hereinafter referred to as “the Contract Sum”).
2. The Assignor has caused work to be executed and/or is desirous of causing *work / supply to be executed and the Assignee has agreed to execute certain *work / supply namely (hereinafter referred to as *the Subcontract Work” / “the Subcontract Supply”) for the Assignor in the fulfillment of the Assignor’s obligations under the Contract.
3. The Assignor is desirous of assigning to the Assignee moneys due and payable to the Assignor under the Contract as payment for the *Subcontract Work / Subcontract Supply, up to a maximum value of Ringgit Malaysia
.....(RM.....)
(hereinafter referred to as the “Assigned Sum”).
4. The Government through its authorized representative has given its consent in a letter dated..... to the Assignor to assign its rights, interest and title in the Assigned Sum to the Assignee. The said letter is attached hereto as Appendix A.

* Delete whichever is not applicable

NOW THE DEED WITNESS as follows:

1. Restriction on this Deed

The terms of this Deed of Assignment shall be subject to the terms and conditions imposed by the Government or its authorized representative in granting its consent to this Assignment.

2. Assignment

In consideration of the Assignee having executed and/or agreeing to execute the *Subcontract Works / Subcontract Supply, the Assignor hereby absolutely assigns to the Assignee moneys payable now or hereinafter due and payable to the Assignor under the Contract, not exceeding the Assigned Sum.

3. Irrevocable Assignment

This assignment shall be irrevocable and shall remain in force for so long as the Assigned Sum is due and payable to the Assignor by the Government.

4. Exclusion of Nominated Sub-contractors/Suppliers

For the purposes of this Assignment, moneys due and payable to the Assignor under the Contract shall be deemed to exclude moneys due and payable to nominated subcontractors and nominated suppliers who, in accordance with the terms and conditions of the Contract shall be paid direct by the Government to the nominated subcontractors and nominated suppliers.

5. Payment

The Assignee shall be paid the value of the *Subcontract Work / Subcontract Supply executed out of moneys due and payable to the Assignor under the Contract in interim payments and the final payment shall be made in accordance with the terms and conditions of the Contract.

6. Interim Payment

The amount to be paid to the Assignee in each interim payment shall be ascertained based on claims certified by the Assignor or his authorized representative and submitted by the Assignee to the Superintending Officer named in the Contract or his authorized representative not later than three (3) days before the date of interim valuation.

* *Delete whichever is not applicable*

7. **Insufficient Payment**

7.1. In the event of the money due and payable to the Assignor in an interim payment is insufficient to pay the amount due to the Assignee in respect of the *Subcontract Work / Subcontract Supply executed, the deficiency shall be paid to the Assignee in the next and subsequent interim payment(s).

7.2. If upon final payment under the Contract no money is received by the Assignee or the amount received by the Assignee is less than the total value of the *Subcontract Work / Sub-contract Supply executed, the value of the *Sub-contract Work / Sub-contract Supply that remains unpaid shall be debt due from the Assignor to the Assignee.

8. **Receipt Issued**

The Assignor covenants that any receipt issued by the Assignee in respect of any payment made by the Government or its authorized representative shall be a sufficient and valid discharge of the assignment under Clause 2 to the extent of such payment.

9. **Undertaking**

The Assignor undertakes to do all things and acts necessary to ensure that the Government pays to the Assignee moneys otherwise due and payable to the Assignor under the Contract in respect of the *Subcontract Work / Subcontract Supply executed by the Assignee.

10. **Notification of Assignment**

The Assignor shall notify the Government of the execution of this Deed of Assignment by lodging a stamped copy thereof with the Government or its authorized representative.

11. **Incidental Charges**

Any incidental charges including legal fees for this Deed of Assignment and the stamp duty thereof shall be borne by the Assignor.

12. **Successors-In-Title**

This Deed of Assignment shall be binding upon the successors-in-title of the parties hereto and, if the party is an individual, upon his heirs, executors and personal representatives.

* *Delete whichever is not applicable*

IN WITNESS WHEREOF the Parties hereunto set their seal and hand respectively on the day and year first set out above.

SIGNED by)

Name:)

Capacity:)

For and on behalf of)

.....
(Signature of Assignor)

.....)
(Seal or chop of Assignor)

In the presence of

Name:)

NRIC No.:)

Address:)

.....
(Signature of Witness)

SIGNED by)

Name:)

Capacity:)

For and on behalf of)

.....
(Signature of Assignee)

.....
(Seal or chop of Assignee)

In the presence of

Name:)

NRIC No.:)

Address:)

.....
(Signature of Witness)

KERAJAAN MALAYSIA

THE CONSENT OF THE GOVERNMENT OF MALAYSIA TO THE DEED OF ASSIGNMENT FOR DIRECT PAYMENT TO THIRD PARTY

Reference: Date:

..... } Name and Address of the Ministry/Department

To: (Contractor)
.....
.....
.....

CONTRACT NO.:
SUB-CONTRACT/ SUPPLY

WORK
.....

I refer to your letter dated seeking the consent of the Government of Malaysia to your proposal to assign part of the Contract Sum by a Deed of Assignment to, the Assignee.

2. This to convey the Government's consent to the said assignment as contained in the Deed of Assignment, subject to the terms as follows:

- a. Any obligation imposed upon the Government by the Deed of Assignment shall not in any way prejudice or affect the rights of the Government or the powers of the Superintending Officer under the terms and conditions of the Contract, including those relating to direct payments to nominated sub-contractors and nominated suppliers and deductions from any money otherwise due to you under the Contract.
b. Any payment made to the Assignee shall be deemed to be a payment as if the same is paid to you under the terms and conditions of the Contract and shall constitute a sufficient and valid discharge of the obligations of the Government under the Contract to the extent of such payment.

- c. No terms of payment including any term for the payment of interest for delayed payments which the Assignee may impose upon you shall be imposed upon the Government by the Deed of Assignment.
- d. You shall be liable and shall indemnify and hold the Government harmless from all costs, claims, damages, expenses, liabilities, losses whatsoever incurred by the Assignee howsoever arising from the Deed of Assignment from the rights which have been assigned to the Assignee in accordance with the Deed of Assignment, Government in the event of any claim or action taken by the Assignee arising from the Assignment.

3. Kindly acknowledge receipt of this letter and confirm acceptance by the Assignee and yourself of the terms stipulated above by appending your signature and returning the same to me.

Yours faithfully,

.....
(Superintending Officer)

I/We acknowledge receipt of the above assent of the Government and confirm my/our acceptance of the terms imposed herein.

.....
Signature of Assignor

.....
Signature of Assignee

Name :

Name :

Capacity :

Capacity :

for and on behalf of

for and on behalf of

.....
(Seal or chop of Assignor)

.....
(Seal or chop of Assignee)

LAMPIRAN E

SURAT JAMINAN TANGGUNG RUGI DARI SUBKONTRAKTOR KEPADA KERAJAAN

Surat Tanggung Rugi ini diberi pada haribulan 20 oleh Kami, yang beralamat (atau pejabat berdaftar yang terletak di) kepada Kerajaan (kemudian dari ini disebut "Kerajaan").

(2) Kerajaan telah melalui Kontrak No yang diikat pada haribulan 20 (kemudian dari ini disebut "Kontrak Utama") di antara Kerajaan bagi satu pihak dan kemudian dari ini disebut "Kontraktor") sebagai pihak yang satu lagi, mengambil kerja Kontraktor bagi melaksana dan menyiapkan (kemudian dari ini disebut "Kerja Kontrak Utama").

(3) Kami telah mengemukakan Sebut harga bagi (kemudian dari ini disebut "Kerja Subkontrak"), yang berkenaan dengan Wang peruntukan Sementara terdapat dalam dan menjadi sebahagian dari Kontrak Utama.

(4) Menurut peruntukan berkaitan dalam Kontrak Utama, kami telah dinamakan untuk menjalankan dan menyiapkan Kerja Subkontrak ini diatas terma dan Syarat-syarat Subkontrak (kemudian dari ini disebut "Kerja Subkontrak") yang akan diikat di antara Kontraktor dan Kami.

(5) Sebagai balasan ke atas pengakuanjanji Kerajaan untuk membayar terus kepada Kami amaun yang disahkan sebagai kena dibayar kepada Kami dalam Perakuan-perakuan Interim atau Perakuan Muktamad menurut dan tertakluk kepada peruntukan yang berkenaan dalam Kontrak Utama dan Subkontrak ini, Kami dengan ini membuat pengakuanjanji yang tidak boleh terbatal untuk melindungi dan menanggung rugi Kerajaan terhadap dan dari:

- i. sebarang tanggungan Kerajaan kepada Kontraktor berpunca dari apa jua disebabkan oleh Kerajaan membuat bayaran terus kepada kami; dan
- ii. sebarang tanggungan Kerajaan kepada Kontraktor berpunca dari apa jua disebabkan oleh sebarang tindakan, kecuaiian atau ketinggalan, atau sebarang pecah kontrak, tidak mematuhi atau tidak melaksanakan peruntukan Syarat-syarat Subkontrak oleh Kami, pengkhidmat atau ejen Kami; dan

- iii. sebarang kerugian dan/atau perbelanjaan yang ditanggung oleh Kerajaan berpunca dari apa jua disebabkan oleh sebarang tindakan, kecuaiian atau ketinggalan, atau sebarang pecah kontrak, tidak mematuhi atau tidak melaksanakan peruntukan Syarat-syarat Subkontrak oleh Kami, pengkhidmat atau ejen Kami.

Ditandatangani oleh

Di hadapan

.....
(Tandatangan Subkontrak)

.....
(Tandatangan Saksi)

Nama Penuh

Nama Penuh

No. Kad Pengenalan

No. Kad Pengenalan

Atas Sifat

Pekerjaan

Yang diberi kuasa menandatangani
untuk dan bagi pihak

Alamat

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

Meteri atau Cap Subkontraktor

LAMPIRAN F

BORANG JAMINAN BANK/JAMINAN SYARIKAT KEWANGAN/ JAMINAN INSURANS UNTUK BON PELAKSANAAN (KONTRAK KERJA YANG BERNILAI SEHINGGA RM10 JUTA)

Sebagai balasan kepada Kontrak No. yang dibuat antara Kerajaan Malaysia, (kemudian daripada ini dirujuk sebagai “Kerajaan”) dan....., (kemudian daripada ini dirujuk sebagai “Kontraktor”) bagi..... (namakan projek), (kemudian daripada ini dirujuk sebagai “Kontrak”) kami yang bertandatangan di bawah, (kemudian daripada ini dirujuk sebagai “Penjamin”) atas permohonan Kontraktor, mengaku janji yang tak boleh batal untuk memberi Jaminan kepada Kerajaan ke atas pelaksanaan yang sepatutnya Kontrak tersebut mengikut cara sebagaimana yang terdapat kemudian daripada ini.

MAKA Penjamin dengan ini bersetuju dengan Kerajaan seperti berikut:

1. Apabila sahaja Kerajaan membuat tuntutan bertulis, maka Penjamin hendaklah dengan serta merta membayar kepada Kerajaan nilai yang ditentukan dalam tuntutan tersebut tanpa mengira sama ada terdapat apa-apa bantahan atau tentangan daripada Kontraktor atau Penjamin atau mana-mana pihak ketiga yang lain dan tanpa bukti atau bersyarat. Dengan syarat sentiasanya bahawa jumlah tuntutan yang dibuat tidak melebihi sebanyak Ringgit (nyatakan nilai jaminan dalam perkataan) (RM) dan bahawa tanggungan Penjamin untuk membayar kepada Kerajaan di bawah Perjanjian ini tidak melebihi nilai tersebut di atas.
2. Kerajaan berhak untuk membuat apa-apa tuntutan sebahagian jika dikehendakinya dan jumlah kesemua tuntutan sebahagian itu hendaklah tidak melebihi nilai Ringgit (nyatakan nilai jaminan dalam perkataan) (RM) dan liabiliti Penjamin untuk membayar kepada Kerajaan jumlah yang disebutkan terdahulu hendaklah dikurangkan dengan perkadaran yang bersamaan dengan apa-apa bayaran sebahagian yang telah dibuat oleh Penjamin.
3. Penjamin tidak boleh dibebaskan atau dilepaskan dari Jaminan ini oleh sebarang perkiraan yang dibuat antara Kontraktor dan Kerajaan sama ada dengan atau tanpa persetujuan Penjamin atau oleh sebarang perubahan tentang kewajipan yang diakui janji oleh Kontraktor atau oleh sebarang penangguhan sama ada dari segi pelaksanaan, masa, pembayaran atau sebaliknya.
4. Jaminan ini adalah Jaminan yang berterusan dan tak boleh batal dan hendaklah berkuat kuasa sehingga..... (kemudian daripada ini disebut (“Tarikh Mati Asal”) (*Initial Expiry Date*) iaitu dua belas (12) bulan selepas tarikh tamat tempoh kecacatan atau dalam keadaan di mana kontrak dibatalkan, satu (1) tahun selepas tarikh kontrak dibatalkan. Penjamin hendaklah melanjutkan Tarikh Mati Asal (*Initial Expiry Date*) Jaminan ini untuk tempoh tambahan selama tidak melebihi satu (1) tahun daripada Tarikh Mati Asal (*Initial*

LAMPIRAN F

Expiry Date) (kemudian daripada ini disebut "Tarikh Mati Lanjutan") (Extended Expiry Date) apabila diminta oleh Kerajaan dan Jaminan ini adalah dengan ini dilanjutkan. Jumlah agregat maksimum yang Kerajaan berhak di bawah Perjanjian ini mestilah sentiasa dipastikan tidak melebihi jumlah Ringgit (nyatakan nilai Jaminan dalam perkataan) (RM).

- 5. Apa-apa tanggungjawab dan tanggungan Penjamin di bawah Perjanjian ini hendaklah luput apabila Perjanjian ini tamat pada Tarikh Mati Asal (Initial Expiry Date) atau Tarikh Mati Lanjutan (Extended Expiry Date) melainkan jika sebelumnya Kerajaan telah meminta secara bertulis kepada Penjamin untuk membayar sejumlah wang tertentu yang masih belum dijelaskan mengikut peruntukan kontrak.
6. SEMUA TUNTUTAN BERKAITAN DENGAN JAMINAN INI, JIKA ADA, MESTILAH DITERIMA OLEH PIHAK BANK/SYARIKAT KEWANGAN/SYARIKAT INSURANS DALAM TEMPOH SAH LAKU JAMINAN INI ATAUPUN DALAM MASA EMPAT (4) MINGGU DARI TAMATNYA TARIKH JAMINAN INI, MENGIKUT MANA YANG LEBIH KEMUDIAN.

PADA MENYAKSIKAN HAL DI ATAS pihak-pihak kepada Perjanjian ini telah menurunkan tandatangan dan meteri mereka pada hari dan tahun yang mula-mula tertulis di atas.

Ditandatangani untuk dan bagi pihak Penjamin di hadapan)
) Nama:
) Jawatan:
) Cap Bank/Syarikat Kewangan/Syarikat Insurans:

.....
(Saksi)
Nama:
Jawatan:
Cap Bank/Syarikat Kewangan/Syarikat Insurans:

**BORANG PENAMAAN PEMBEKAL SISTEM BINAAN BERINDUSTRI
(INDUSTRIALISED BUILDING SYSTEM-IBS)**

Saya bagi pihak yang
beralamat di
dengan ini menamakan
yang beralamat di
sebagai Pembekal Sistem Binaan Berindustri (*Industrialised Building System-IBS*) bagi
melaksanakan IBS untuk projek ini.

Tandatangan Petender Yang Diberikuasa

Nama Saksi

No. Kad Pengenalan

Tandatangan Saksi

Jawatan

No. Kad Pengenalan

Cap Rasmi Syarikat

SEKSYEN I

ARAHAN KEPADA PETENDER

BORANG A - BORANG F

BORANG A – SURAT PENGAKUAN KEBENARAN MAKLUMAT DAN KESAHIHAN DOKUMEN YANG DIKEMUKAKAN OLEH PETENDER

Nama Petender :

Alamat:

.....
.....

Kepada,

Datuk Bandar,
Majlis Bandaraya Subang Jaya,
Persiaran Perpaduan, USJ 5,
47610 Subang Jaya,
Selangor Darul Ehsan.

Tuan,

MAKLUMAT LATAR BELAKANG. KEWANGAN DAN TEKNIKAL PETENDER

1. Kami telah membaca dengan teliti semua arahan-arahan yang terkandung dalam Arahan Kepada Petender termasuk arahan yang menghendakkan kami mengemukakan maklumat-maklumat dan dokumen-dokumen mengenai perkara di atas bersama-sama dokumen tender kami semasa mengemukakan Tender ini untuk membolehkan agensi tuan menilai keupayaan kami untuk melaksanakan kerja yang ditender semasa Penilaian Tender.
2. Kami faham dan mengambil maklum bahawa Penilaian Tender ini akan mengambilkira dan mementingkan keupayaan kami melaksanakan kerja yang ditender. Justeru itu Tender kami akan hanya dipertimbang untuk diperakukan kepada Lembaga Tender untuk disetujui terima sekiranya kami didapati berkeupayaan untuk melaksanakan projek yang ditender, mengikut kaedah penilaian yang ditetapkan berasaskan maklumat-maklumat dan dokumen-dokumen yang kami kemukakan.
3. Kami juga mengambil maklum bahawa kami dikehendaki mengemukakan semua maklumat dan dokumen yang diminta bersama-sama Tender kami sebelum Tender ditutup dan maklumat atau dokumen yang dikemukakan kemudian daripada itu tidak akan diterima untuk diambilkira dalam penilaian keupayaan kami.
4. Kami mengaku bahawa semua maklumat dan data yang kami berikan bersama-sama ini di Borang B, C, CA, D, DA, E, F dan dokumen-dokumen yang kami sertakan bersamanya setahu kami adalah semuanya benar dan sah pada semua segi dan kami telah mengambil maklum dan sedar akan tindakan yang boleh diambil oleh Kerajaan terhadap kami dan/atau Tender kami, sekiranya mana-mana maklumat, data dan dokumen yang kami berikan itu didapati tidak benar dan palsu.
5. Kami juga mengambil maklum dan sedar bahawa Tender kami akan ditolak (*disqualified*) dan tidak akan dipertimbangkan sekiranya maklumat-maklumat yang kami berikan tidak mencukupi atau sekiranya kami gagal untuk memberikan bersama-sama ini mana-mana maklumat dan/atau menyertakan mana-mana dokumen penting yang sangat diperlukan untuk membolehkan agensi tuan menilai keupayaan kami, terutamanya dokumen-dokumen berhubung dengan kedudukan kewangan dan prestasi kerja semasa kami sebagaimana yang dinyatakan dalam Arahan Kepada Petender seperti berikut:
 - (1) Penyata Kewangan Syarikat
 - (2) Penyata Bulanan Bank
 - (3) Laporan Bank/Institusi Kewangan Mengenai Kemudahan Kredit
 - (4) Deposit Tetap (sekiranya ada)
 - (5) Laporan Prestasi Kerja Semasa

Dokumen Meja Terkawal

6. Kami dengan ini memberi kuasa kepada mana-mana pegawai kerajaan, jurutera-jurutera projek, juruaudit, pegawai bank dan mana-mana pihak yang berkenaan untuk memberikan maklumat-maklumat yang dianggap perlu dan diminta oleh pihak Kerajaan untuk mengesahkan maklumat-maklumat yang kami berikan di perenggan 4 dan 5 atau untuk mendapatkan maklumat tambahan. Kami dengan ini juga memberi kebenaran kepada pihak Kerajaan untuk merujuk apa-apa maklumat yang kami kemukakan kepada mana-mana pihak termasuk Lembaga Hasil Dalam Negeri. Walau bagaimanapun kami tetap bertanggungjawab di atas maklumat-maklumat dan dokumen-dokumen yang kami berikan bersama-sama ini.
7. Kami juga dengan ini mengakui dan mengesahkan bahawa pihak kami tidak ada membuat sebarang pakatan atau apa-apa bentuk amalan sepadu dengan mana-mana petender lain bagi mempengaruhi kemunasabahan harga tender dan apa-apa tindakan yang boleh menjejaskan atau yang mempunyai kesan menghalang, menyekat atau mengganggu persaingan yang sihat bagi membolehkan tender kami atau petender lain di pertimbangkan. Kami akur pihak Jabatan boleh menolak tawaran kami sekiranya pihak Jabatan mengesyaki sebarang pakatan harga dan pihak kami juga boleh di ambil tindakan di bawah Akta Persaingan 2010 (Akta 712).
8. Kami maklum bahawa sekiranya pihak yang dihubungi tidak memberi pengesahan dalam tempoh yang ditetapkan akan menyebabkan tender kami tidak dipertimbangkan untuk disetuju terima.

Yang benar,

.....
(Tandatangan Petender)

Tarikh :
.....

Nama Penuh :
No. Kad Pengenalan :
Atas Sifat :
yang diberikuasa dengan sepenuhnya untuk menandatangani
Tender ini Untuk Dan Bagi Pihak :

.....
(Meteri atau Cap Petender)

.....
(Tandatangan Saksi)

Tarikh :
.....

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

BORANG B – MAKLUMAT AM LATAR BELAKANG PETENDER

1. Nama :

2. Alamat :
.....
.....
.....

No. Telefon : No. Faks :

3. Pendaftaran Cukai Barangan dan Perkhidmatan (CBP) dengan Jabatan Kastam Diraja Malaysia (jika berdaftar dan sertakan salinan pendaftaran)

(i) No. Pendaftaran :

(ii) Tarikh Kuat kuasa :

4. Perniagaan Utama lain, jika ada

(a) sejak

(b) sejak

BORANG C – DATA KEWANGAN (Diisi oleh Kontraktor)

A. Penyata Kewangan Syarikat

Bil	Tahun	Nama dan Alamat Syarikat Juruaudit	Maklumat Juruaudit untuk Dihubungi Bagi Tujuan Pengesahan	
			Nama	No. Tel Pejabat
1				
2				
3				

Sertakan salinan Penyata Kewangan Syarikat yang diaudit dan disahkan dengan salinan diakui sah (*certified true copy*) oleh Juruaudit Bertauliah bagi tiga (3) tahun kewangan terakhir secara berturut-turut sebelum tahun tutup tender atau sekiranya tiada, bagi tiga (3) tahun kewangan terakhir secara berturut-turut setahun sebelum tahun tutup tender. **Salinan Penyata Kewangan Syarikat yang tidak disahkan oleh Juruaudit Bertauliah tidak akan diambilkira.**

B. Penyata Bulanan Akaun Bank

Bil.	Nama dan Alamat Bank (Di mana akaun dibuka)	Nombor Akaun	Maklumat Pegawai Bank untuk Dihubungi Bagi Tujuan Pengesahan	
			Nama	No. Tel Pejabat
Bank 1				
Bank 2				
Bank 3				

Sertakan salinan Penyata Bulanan Akaun Bank bagi tiga (3) bulan terakhir sebelum bulan tutup tender yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan. **Salinan Penyata Bulanan Akaun Bank yang tidak disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan tidak akan diambilkira.**

BORANG C – DATA KEWANGAN (Diisi oleh Kontraktor) (samb)

C. Penyata Deposit Tetap (jika berkenaan)

Bil.	Nama dan Alamat Bank (Di mana akaun dibuka)	Nombor Akaun	Maklumat Pegawai Bank Untuk Dihubungi Bagi Tujuan Pengesahan	
			Nama	No. Tel Pejabat
Bank 1				
Bank 2				
Bank 3				

Sertakan salinan Penyata Deposit Tetap yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan. **Salinan Penyata Deposit Tetap yang tidak disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan tidak akan diambil kira.**

NOTA UMUM

Sekiranya terdapat lebih daripada tiga (3) bank/institusi kewangan, sertakan maklumat tersebut dalam lampiran tambahan.

SULIT

BORANG CA - LAPORAN BANK/INSTITUSI KEWANGAN MENGENAI KEMUDAHAN KREDIT (Diisi oleh Pihak Bank/Institusi Kewangan)

Borang ini hendaklah dilengkapkan oleh pihak Bank/Institusi Kewangan dan dikembalikan kepada Bahagian yang mengurus tender. Sekiranya laporan disediakan dalam bentuk lain, kandungan laporan tersebut wajib menepati maklumat yang dikehendaki seperti dalam Borang CA. Sekiranya tidak, laporan tersebut akan ditolak.

Kepada :

.....

(Datuk Bandar MBSJ)

Nama Syarikat :

Projek :

Kemudahan Kredit sedia ada yang boleh digunakan untuk pelaksanaan projek.
(sekiranya petender mempunyai Kemudahan Kredit dengan Bank/Institusi Kewangan)

Bentuk Kemudahan Kredit	Nama Produk Kewangan (sekiranya ada)	Baki Yang Boleh Digunakan
(i) Overdraf		RM
(ii) Overdraf Bercagar		RM
(iii) Talian Kredit		RM
	Jumlah	RM

.....
 Tandatangan Untuk Dan Bagi Pihak Bank/Institusi Kewangan)

Nama Pegawai :

Cap Bank /

Jawatan :

Institusi Kewangan :

No. Tel Pejabat :

Tarikh :

BORANG D - SENARAI KERJA/KONTRAK SEMASA PETENDER

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

Bil	Nama Kontrak/Projek+	Nilai Kontrak (RM)	Nilai Petender* Bertanggung jawab	Tempoh Kontrak **	Tarikh Milik Tapak	Tarikh Siap Kontrak	Kemajuan Kerja+		Nama dan Alamat Jurutera Projek	Nama dan Alamat Majikan
							Ikut Jadual (%)	Sebenar Dicapai (%)		

- + Salinan Surat Setuju Terima dan Perakuan Bayaran Interim terkini bagi setiap bagi setiap kerja yang disenaraikan hendaklah disertakan.
- * Hanya perlu diisi sekiranya petender melaksanakan kerja sebagai ahli syarikat gabungan
- ** Tempoh Kontrak hendaklah termasuk lanjutan masa yang diluluskan.

SULIT

BORANG DA – LAPORAN PRESTASI KERJA SEMASA PETENDER

a) Borang ini hendaklah dilengkapkan oleh Pegawai Penguasa/Wakil Pegawai Penguasa/ Pegawai Profesional yang menyelia projek dan diserahkan kepada kontraktor untuk disertakan bersama-sama tendernya.

b) Kegagalan mengisi borang ini dengan lengkap akan menyebabkan tender ini ditolak.

Kepada : Pengarah
.....
.....
(u.p.:.....)

Nama Kontraktor :
Nama Projek Yang Dilaksanakan :
.....
...No. Kontrak :

Harga Kontrak (termasuk anggaran nilai kerja perubahan) : RM
.....

Wang Kos Prima dan Peruntukan Sementara : RM
.....

Nilai Kerja Pembina : RM
.....

Tarikh Milik Tapak : Tempoh..... 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 %
Jumlah kelewatan (jika berkenaan)	:hari
Tarikh Kerja dijangka akan dapat disiapkan	:
Nilai Bahagian Kerja Yang Telah Siap	: RM
Nilai Bahagian Kerja Yang Belum Siap	: RM
Adakah Kontraktor dalam proses penamatan di mana Notis untuk Tujuan Penamatan telah dikeluarkan kepada Kontraktor?	:

Ulasan mengenai prestasi kontraktor:

(Nyatakan apa-apa kepujian dan/atau kelemahan kontraktor dan juga apa-apa tindakan/perakuan yang diambil/dipertimbang berhubung dengan prestasi kontraktor melaksanakan kontrak)

Tandatangan Penyelia Projek:

Nama :
Jawatan :

Tarikh:

BORANG E – REKOD PENGALAMAN KERJA PETENDER (Senarai kerja dalam tempoh 5 tahun lepas)

Bil.	Nama	Nilai Kontrak (RM)	Nilai Petender* Bertanggungjawab	Tempoh Kontrak **	Tarikh Milik Tapak	Tarikh Siap		Nama dan Alamat Penguasa/ Jurutera Perunding	Nama Alamat Majikan
						Kontrak	Sebenar		

+ Salinan Surat Setuju Terima dan Salinan Perakuan Siap Kerja /Perakuan Muktamad bagi setiap kerja yang disenaraikan hendaklah disertakan.

* Hanya perlu diisi sekiranya petender melaksanakan kerja sebagai ahli syarikat gabungan.

** Tempoh kontrak hendaklah termasuk lanjutan masa yang diluluskan.

SURAT AKUAN PEMBIDA

**CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI
PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.**

MBSJ.KUB.400-5/8/140

Saya, No. Kad Pengenalan.....yang mewakili nombor Pendaftaran
(MOF/PKK/CIDB/ROS/ROC/ROB) 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 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 :

- 3.1 saya atau mana-mana orang yang berkaitan dengan syarikat boleh 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 atas kegagalan saya atau mana-mana orang yang mewakili syarikat ini untuk mematuhi perkara (i) dalam surat akuan ini; 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.

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 :
Cap 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 [Akta 574].
- (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.

Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini.

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

SEKSYEN I

**BORANG TENDER
JKR 203B – Pind.5/2008**

KERAJAAN MALAYSIA JABATAN KERJA RAYA

BORANG TENDER (FORM OF TENDER)

TENDER BAGI CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2,
LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

TENDER FOR

mengikut Pelan-Pelan No: RUJUK SENARAI LUKISAN

in accordance with Drawings No.....

dan lain-lain pelan terperinci yang diberi untuk menerangkannya.

and any other detail drawings supplied in amplification thereof.

Salinan-salinan Dokumen Meja Tender yang merangkumi Perjanjian Kontrak, Pelan-Pelan tersebut di atas, Senarai Kuantiti dan/atau Spesifikasi dan Dokumen Tender yang lain boleh dilihat di tempat yang dinyatakan dalam Notis Tender dalam masa waktu pejabat pada mana-mana hari bekerja hingga tarikh akhir yang ditetapkan bagi penyerahan tender.

Copies of the Tender Table Documents comprising the Contract Agreement, the above- mentioned Drawings, Bills of Quantities and/or Specification and other Tender Documents may be seen at the place specified in the Tender Notice during office hours on any working day until the final date fixed for the submission of tenders.

Kepada:

To

Datuk Bandar.

MAJLIS BANDARAYA SUBANG JAYA.

TUAN,

Di bawah dan tertakluk kepada Syarat-Syarat Membuat Tender yang dilampirkan bersama ini, yang bertandatangan di bawah ini adalah dengan ini membuat tender dan menawarkan untuk melaksanakan dan menjalankan Kerja-Kerja dan peruntukan-peruntukan dan membekalkan semua buruh, bahan dan loji dan segala benda dari tiap-tiap jenis yang masing-masing disebut, ditunjuk, diperihal dan dimaksudkan dalam, atau yang hendaklah ditakrifkan daripada Dokumen Tender, yang hendaklah dilaksanakan dan dibekalkan oleh pihak Kontraktor, bagi Kerja-Kerja yang diperihalkan di atas, dengan menepati Dokumen Tender tersebut bagijumlah wang pukat yang disebutkan di bawah ini.

Under and subject to the Conditions of Tendering annexed hereto, the undersigned does hereby tender and offer to execute and perform the Works and provisions and supply all labour, materials and plants and everything of every kind respectively named, shown, described and alluded to in, or to be inferred from the Tender Documents, to be executed and supplied on the part of the Contractor, for the Works above described, in conformity with the said Tender Documents for the lump sum named herein below.

* Borang ini hendaklah digunakan jika kuantiti menjadi sebahagian daripada kontrak

This form is to used where quantities form part of the contract

2. Yang bertandatangan di bawah ini bersetuju menjadi terikat oleh dan tunduk kepada Syarat-Syarat Kontrak dan Senarai Kuantiti yang terletak harganya dan/atau Spesifikasi tersebut dan bersetuju bahawa sebelum Surat Setujuterima Tender dikeluarkan, harga atau kadar harga dalam Senarai Kuantiti hendaklah diteliti dan diselaraskan oleh Pegawai Penguasa dengan memastikan kemunasabahannya tanpa mengubah amaun yang dinyatakan di dalam Borang Tender.

The undersigned agrees to be bound by and submit to the Conditions of Contract and priced Bills of Quantities and Specification and agrees that before the issuance of the Letter of Acceptance, the prices or rates in the Bill of Quantities shall be scrutinized and adjusted by the Superintending Officer as to its reasonableness without altering the amount as stated in the Form of Tender.

Senarai Kuantiti yang terletak harganya tersebut, selepas diperbetulkan atau diselaraskan sebagaimana yang diperuntukkan dalam Syarat-Syarat Kontrak, hendaklah menjadi asas bagi menilaikan bayaran interim dan apa-apa perubahan yang mungkin diarahkan oleh Pegawai Penguasa dari semasa ke semasa.

The said priced Bills of Quantities after rectification or adjustment as provided in the Conditions of Contract, shall form the basis of valuation for interim payment and any variation which may from time to time be ordered by the Superintending Officer.

3. Dan selanjutnya, yang bertandatangan di bawah ini bersetuju menyiapkan Kerja itu dalam masa hari/minggu/bulan* dari tarikh pemilikan tapakbina atau dalam apa-apa tempoh lanjutan yang diperuntukkan dalam Syarat-Syarat Kontrak.

And further, the undersigned agrees to complete the Work within days/ weeks/months from the date of possession of site or within such extended time as by the Conditions of Contract provided.*

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

.....
.....
iaitu, RM
i.e.

5. Yang bertandatangan di bawah ini berharap dibenarkan membuat tender, dalam sedikit masa lagi bagi kerja berikut yang mana dijalankan secara langsung oleh yang bertandatangan di bawah ini dalam perjalanan biasa perniagaannya dan yang baginya Wang Kos Prima atau Wang Peruntukan Sementara telah dimasukkan dalam amaun Tender ini:

The undersigned desires to be permitted to tender in due course, for the following work which the undersigned in the ordinary course of business directly carries out and for which Prime Cost or Provisional Sums have been included in the amount of this Tender:

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

* Pentender dikehendaki memotong yang tidak berkenaan.
The tenderer to delete whichever is not applicable

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

Whereas it is understood that the Government reserves the right to accept or to refuse this Tender, whether it be lower or higher than any other tender, or of the same amount. The undersigned agrees that this Tender shall remain valid and shall not be withdrawn within ninety (90) days from the final date fixed for the submission of tenders and agrees that no other term, condition or stipulation shall be imposed by us after the said date.

7. Yang bertandatangan di bawah ini berniat, jika Tender ini disetujui, memilih salah satu daripada bentuk Bon Pelaksanaan seperti berikut:

The undersigned intends, in the event of acceptance of this Tender, to choose one of the following form of Performance Bond:

- * (i) Jaminan Bank/Bank Islam/Bank Pembangunan Malaysia Berhad (BPMB)/Bank Perusahaan Kecil dan Sederhana Malaysia (Bank SME) atau *Bank/Islamic Bank/Bank Pembangunan Malaysia Berhad (BPMB)/Bank Perusahaan Kecil dan Sederhana Malaysia (SME Bank) Guarantee or*
- * (ii) Jaminan Syarikat Kewangan atau *Finance Company Guarantee or*
- * (iii) Jaminan Insurans/Takaful atau *Insurance/Takaful Guarantee or*
- * (iv) Wang Jaminan Pelaksanaan yang dikenakan potongan sebanyak sepuluh peratus (10%) daripada setiap bayaran interim sehingga mencapai jumlah lima peratus (5%) daripada Jumlah Harga Kontrak.
Performance Guarantee Sum whereby ten percent (10%) of each interim payment shall be deducted until the total amount deducted aggregate to a sum equivalent to five percent (5%) of the Contract Sum.

8. Yang bertandatangan di bawah ini bersetuju, jika Tender ini disetujui, mendeposit dengan seberapa segera yang praktik selepas penerimaan Surat Setujuterima Tender tetapi sebelum bermulanya Kerja, perkara-perkara berikut:

The undersigned agrees, in the event of acceptance of this Tender, to deposit as soon as is practicable after the receipt of the Letter of Acceptance of Tender but before the commencement of the Works, the following:

- (a) Bon Pelaksanaan (jika pentender memilih kaedah Jaminan Bank/Bank Islam/BPMB/Bank SME/Insurans/Takaful atau Syarikat Kewangan sahaja) dan jikalau gagal dikemukakan pada tarikh milik tapak, Kerajaan berhak untuk melaksanakan kaedah Wang Jaminan Pelaksanaan;
Performance Bond (if the tenderer opts for Bank/Islamic Bank/BPMB/Insurance/Takaful or Finance Company Guarantee) and failure to submit the said bond by the date of possession of site shall entitle the Government to implement the Performance Guarantee Sum option;

* Pentender dikehendaki memotong yang tidak berkenaan.
The tenderer to delete whichever is not applicable

- (b) Polisi Insurans Tanggungan Awam (iaitu insurans terhadap bencana kepada orang-orang dan kerosakan kepada harta) atau Nota Liputan berserta dengan resit bagi premium yang telah dibayar;
Insurance Policy for Public Liability (ie. insurance against injury to persons and damage to property) or the Cover Note together with receipt of premium paid in respect thereof;
- (c) Polisi Insurans Kerja atau Nota Liputan berserta dengan resit bagi premium yang telah dibayar;
Insurance Policy for Works or the Cover Note together with receipt of premium paid in respect thereof;
- (d) Nombor pendaftaran di bawah Skim Keselamatan Sosial Pekerja (PERKESO);
Registration number under Employee's Social Security (SOCSO) Scheme;

Yang bertandatangan di bawah ini selanjutnya bersetuju mendeposit Polisi-polisi Insurans yang berkenaan dalam tempoh tidak lewat daripada tiga puluh (30) hari selepas Nota Liputan diserahkan.

The undersigned further agrees to deposit the relevant Insurance Policies within a period of not later than thirty (30) days after the Cover Notes has been submitted.

3. Yang bertandatangan di bawah ini bersetuju jika kerja-kerja gagal dimulakan dalam tempoh dua (2) minggu dari tarikh milik tapak, pengambilan kerja di bawah kontrak akan ditamatkan sejajar dengan Fasal 51.1(a)(i) Syarat-Syarat Kontrak.

The undersigned agrees that if the undersigned fails to commence works within two (2) weeks from the date of possession, his employment under the Contract shall be determined in accordance with Clause 51.1(a)(i) of the Conditions of Contract.

4. Yang bertandatangan di bawah ini dengan ini juga bersetuju bahawa Borang Tender ini berserta Surat Setujuterima Tender (jika ada) hendaklah menjadi kontrak yang mengikat antara kita.

The undersigned hereby also agrees that this Form of Tender together with the Letter of Acceptance of Tender (if any) shall constitute a binding contract between us.

5. 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 Tender ini adalah salinan-salinan yang sebenarnya bagi dokumen-dokumen dan pelan-pelan yang dimasukkan dalam Dokumen Meja Tender.

The undersigned confirms, after a personal scrutiny, that the documents and drawings used by the undersigned in compiling this Tender are true copies of the documents and drawings included in the Tender Table Documents.

6. Yang bertandatangan di bawah ini bersetuju bahawa:

The undersigned agrees that:

- (a) jika Tender ini ditarik balik sebelum tamatnya Tempoh Sah Tender atau apa-apa tempoh lanjutan, atau
it this Tender is withdrawn before the expiry of the Tender Validity Period or any extended period thereof, or
- (b) jika yang bertandatangan di bawah ini mengenakan apa-apa had, syarat atau janji tambahan kepada Tender ini selepas tarikh akhir yang ditetapkan bagi penyerahan tender atau,
if the undersigned imposes any additional term, condition or stipulation to the Tender after the final date fixed for the submission of tenders or,

- (c) jika sekiranya Tender telah disetujuterima, yang bertandatangan di bawah ini enggan dan tidak melaksanakan Perjanjian Kontrak yang formal atau mendeposit Bon Pelaksanaan (jika pentender memilih kaedah Jaminan Bank/Bank Islam/Bank Pembangunan Malaysia Berhad (BPMB)/Bank Perusahaan Kecil dan Sederhana Malaysia (Bank SME)/Insurans/Takaful atau Syarikat Kewangan sahaja) sebagaimana dikehendaki oleh Syarat-Syarat Kontrak atau tidak meneruskan Kerja, maka, dalam mana-mana hal itu, tanpa menyentuh apa-apa hak lain yang ada padanya, Kerajaan sentiasa berhak mengambil tindakan tatatertib terhadap yang bertandatangan di bawah ini atau membatalkan pendaftaran yang bertandatangan di bawah ini sebagai Kontraktor Kerajaan, sebagaimana difikirkan perlu oleh Kerajaan.

in the event that the Tender having been accepted, the undersigned refuses and fails to execute the formal Contract Agreement or to deposit the Performance Bond (if the tenderer opts for Bank/Islamic Bank/ Bank Pembangunan Malaysia Berhad (BPMB)/Bank Perusahaan Kecil dan Sederhana Malaysia (SME Bank)/Insurance/Takaful or Finance Company Guarantee) as required by the Conditions of Contract or fails to proceed with the Works, then, in any of such event, without prejudice to any other rights it may possess, the Government reserves the right to take disciplinary action against the under signed or to cancel the registration of the undersigned as a Government contractor, as the Government deems fit.

Bertarikh pada _____ haribulan 20____
Dated this _____ day of _____ 20____

.....
Tandatangan Pentender
Signature of Tenderer

Nama Penuh :
Name in full

Atas sifat :
In the capacity of

yang diberikuasa dengan sepenuhnya
untuk menandatangani Tender ini untuk
dan bagi pihak:
*duly authorised to sign this Tender for
and on behalf of:*

.....
Meterai atau cap Pentender
Tenderer's seal or chop

Saksi :
Witness

Nama Penuh :
Name in full

Pekerjaan :
Occupation

Alamat :
Address

.....

SYARAT-SYARAT MEMBUAT TENDER

(CONDITIONS OF TENDERING)

1. Keseluruhan Kerja yang dinyatakan dalam Dokumen Tender yang ditunjukkan di atas Meja Tender (kemudian dari ini disebut "Dokumen Meja Tender") akan diberi secara Kontrak.

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

2. (a) Tiap-tiap petender mestilah menyerahkan, dalam suatu sampul surat bertutup dan bermeterai yang dialamatkan sebagaimana ditetapkan dalam Notis Tender, suatu tender yang sah dalam Borang Tender yang diperuntukkan, bersama dengan salinan Senarai Kuantiti yang diisi dan ditandatangani dengan sempurnanya. Borang Tender yang tak lengkap atau tak bertandatangan akan ditolak.

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, together with the copy of the Bills of Quantities duly filled in and signed. Form of Tender, which is incomplete or unsigned shall be disqualified.

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

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

(c) Petender hendaklah meletakkan harga dalam Senarai Kuantiti yang hendaklah diisi dengan dakwat dan ditandatangani dengan sempurnanya oleh petender. Sebelum Surat Setujuterima Tender dikeluarkan, harga atau kadar harga dalam Senarai Kuantiti hendaklah diteliti dan diselaraskan oleh Pegawai Penguasa dengan memastikan kemunasabahannya tanpa mengubah amaun yang dinyatakan di dalam Borang Tender.

The tenderer shall price the Bills of Quantities, which shall be duly filled in ink and signed by the tenderer. Before the issuance of the Letter of Acceptance, prices or rates in the Bill of Quantities shall be scrutinized and adjusted by the Superintending Officer as to its reasonableness without altering the amount as stated in the Form of Tender.

3. Jika mana-mana pentender:

Should any tenderer:

(a) menarik balik tendernya sebelum tamat Tempoh Sah Tender atau apa-apa tempoh lanjutan, atau

withdraw his tender before the expiry of the Tender Validity Period or any extended period thereof, or

(b) mengenakan had, syarat atau janji tambahan selepas tarikh akhir yang ditetapkan bagi penyerahan tender (dan dalam hal yang sedemikian ianya hendaklah disifatkan sebagai penarikan balik tender ini), atau

impose additional terms, conditions or stipulations after the final date fixed for the Submission of tenders (in which case it shall be deemed to be a withdrawal of this tender), or

- (c) jika sekiranya tender telah disetujuterima, enggan dan tidak melaksanakan Perjanjian Kontrak yang formal atau mendeposit Bon Pelaksanaan (jika pentender memilih kaedah Jaminan Bank/ Bank Islam/Bank Pembangunan Malaysia Berhad (BPMB)/Bank Perusahaan Kecil dan Sederhana Malaysia (Bank SME)/Insurans/Takaful atau Syarikat Kewangan sahaja) atau tidak meneruskan Kerja;
whose tender has been accepted, refuse and fail to execute the format Contract Agreement or to deposit the Performance Bond (if the tenderer opts for Bank/Islamic Bank/ Bank Pembangunan Malaysia Berhad (BPMB)/Bank Perusahaan Kecil dan Sederhana Malaysia (SME Bank)/Insurance/Takaful or Finance Company Guarantee) or fails to proceed with the Works;

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

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

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

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

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

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

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

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

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

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

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

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

6. Jika sekiranya atas permintaannya, seseorang petender diberikan salinan-salinan sesuatu Dokumen Tender, 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 Tender. Jika sekiranya terdapat apa-apa perbezaan atau percanggahan antara mana-mana salinan yang diberi

kepada petender dengan salinan dalam Dokumen Meja Tender 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 tujuh (7) hari sebelum tarikh akhir yang ditetapkan dalam Notis Tender bagi penyerahan tender. Apa-apa jawapan yang hendak dibuat oleh Pegawai Penguasa atas permohonan itu hendaklah dibuat dengan cara Memorandum Tender yang hendaklah dihantar kepada semua petender. Memorandum Tender itu hendaklah menjadi sebahagian daripada Dokumen Tender dan Tender yang diterima akan disifatkan sebagai berdasarkan pada huraian, ubahsuaian atau perluasan kepada dokumen asal yang mengandunginya.

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

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

The tenderer 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 nature of the ground and sub-soil, the form and nature of the Site, the extent and nature of the work, materials and goods necessary for the completion of the Works, the means of communication with and access to the Site, the accommodation he may require and in general to have obtained for himself all necessary information as to risks, contingencies and all circumstances influencing and affecting his tender.

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

Tenders shall remain valid for a period of ninety (90) days from the final date for submission of tenders stipulated in the Tender Notice (herein referred to as the "Tender Validity Period") and such period may by mutual agreement be extended as and when necessary.

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

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

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

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

(a) Bon Pelaksanaan (jika petender memilih kaedah Jaminan Bank/Bank Islam/Bank Pembangunan Malaysia Berhad (BPMB)/Bank Perusahaan Kecil dan Sederhana Malaysia (Bank SME)/Insurans/ Takaful or Syarikat Kewangan sahaja) berjumlah sebanyak 5% daripada Jumlah Harga Kontrak dan jikalau gagal dikemukakan pada tarikh milik tapak, Kerajaan berhak untuk melaksanakan kaedah Wang Jaminan Pelaksanaan;

Performance Bond (if the tenderer opts for Bank/Islamic Bank/ Bank Pembangunan Malaysia Berhad (BPMB)/Bank Perusahaan Kecil dan Sederhana Malaysia (Bank SME)/Insurance/Takaful or Finance Company Guarantee) amounting to 5% of Contract Sum and failure to submit the said bond by the date of possession of site, shall entitle the Government to implement the Performance Guarantee Sum option;

(b) Polisi Insurans Tanggungan Awam (iaitu insurans terhadap bencana kepada orang-orang atau kerosakan kepada harta) atau Nota Liputan berserta dengan resit bagi premium yang telah dibayar;

Insurance Policy for Public Liability (i.e. insurance against injury to persons or damage to property) or Cover Note together with receipt of premium paid in respect thereof,

(c) Polisi Insurans Kerja atau Nota Liputan berserta dengan resit bagi premium yang telah dibayar;

Insurance Policy for Works) or Cover Note together with receipt of premium paid in respect thereof;

(d) Nombor pendaftaran di bawah Skim Keselamatan Sosial Pekerja (PERKESO);
Registration numbers under the Employee's Social Security (SOCSO) Scheme.

Petender tersebut hendaklah selanjutnya mendeposit Polisi-polisi Insurans yang berkenaan dalam tempoh tidak lewat daripada tiga puluh (30) hari selepas Nota Liputan diserahkan.

The said tenderer shall further deposit the relevant Insurance Policies within a period of not later than thirty (30) days after the Cover Notes has been submitted.

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

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

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

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

13. Perkataan-perkataan "petender yang berjaya" hendaklah bererti bahawa petender yang mana tendernya telah diluluskan dan disetujuterima oleh Kerajaan.

The words "successful tenderer" shall mean that the tenderer whose tender has been approved and accepted by the Government.

14. Perkataan "petender" dalam Syarat-Syarat ini hendaklah disifatkan sebagai termasuk dua orang atau lebih.

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

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

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

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

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

SEKSYEN I

SURAT SETUJU TERIMA TENDER

No. Tender/Kontrak : * No. Tender/ Kontrak

SURAT SETUJU TERIMA (Bagi *Sebut Harga/Tender Kerja)

Rujukan Kami : Rujukan Agensi

Tarikh: Tarikh

..... Nama Syarikat

..... Alamat

Tuan,

Tender Untuk : Tajuk Tender

No. *Tender/ Kontrak : No. * Tender/ Kontrak

Dengan ini dimaklumkan bahawa Kerajaan telah bersetuju menerima tawaran tender tuan dengan harga sebanyak Ringgit Harga kontrak dalam perkataan (RM. Harga kontrak dalam angka) yang merupakan harga kontrak bagi tempoh kontrak selama Hari/Minggu/Bulan/Tahun tertakluk kepada dokumen tender 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 berserta lampiran berkaitan, suatu kontrak yang mengikat terbentuk di antara Kerajaan dengan syarikat tuan. *Satu dokumen kontrak hendaklah ditandatangani dalam kadar segera dengan memasukkan semua terma sebagaimana dokumen tender serta semua terma dalam **Lampiran A**. Sehingga dokumen kontrak tersebut ditandatangani, Surat ini hendaklah terus mengikat kedua-dua pihak.

*3. Harga kontrak adalah tidak termasuk cukai jualan selaras dengan pengecualian yang diberikan di bawah Perintah Cukai Jualan (Orang Yang Dikecualikan Daripada Pembayaran Cukai) 2018 yang dengannya Sijil Di Bawah Perintah Cukai Jualan (Orang Yang Dikecualikan Daripada Pembayaran Cukai) 2018 akan dikeluarkan sebelum sebarang pembayaran dibuat.

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

*3. Harga kontrak adalah termasuk peruntukan Kerajaan sebanyak <Kadar peratusan berdasarkan Akta Cukai Jualan> % cukai jualan memandangkan perkhidmatan 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 perolehan Kerja yang dikenakan Cukai di bawah Akta Cukai Perkhidmatan 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 bagaimana pun, Jumlah Harga Kontrak seperti di atas adalah kekal tidak berubah.

5. Tarikh milik tapak seperti yang disebutkan dalam Syarat-syarat Kontrak ialah pada h/h/b/t/ttt 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 Nilai bon dalam perkataan (RM. Nilai bon dalam angka) 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.

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

Pihak Syarikat: Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. Tender/Kontrak : *No. Tender/ Kontrak.....

- * (b) suatu polisi Insurans Tanggungan Awam (iaitu insurans terhadap bencana kepada orang-orang dan kerosakan kepada harta) nilai insurans tidak kurang daripada Ringgit Nilai insurans dalam perkataan (RM. Nilai insurans dalam angka);
- * (c) suatu polisi Insurans Kerja yang berjumlah: Ringgit..... Nilai insurans dalam perkataan (RM. Nilai insurans dalam angka);
- * (d) nombor Kod Majikan di bawah Skim PERKESO dan/atau Polisi Pampasan Pekerja;
- * (e) nombor Pendaftaran Kumpulan Wang Simpanan Pekerja (KWSP),

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 Polisi-polisi 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 sebanyakB.i.l..m..in.i.m..u.m...p.e.s.e.r.t.a orang tanpa sebarang kos kepada Kerajaan. Bilangan minimum peserta yang diperlukan hendaklah dikira berdasarkan formula di bawah:

1% X Harga Kontrak* RM24,000**

*Bagi tujuan pengiraan PROTÉGÉ-RTW, Harga Kontrak adalah harga kerja pembina 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 PP/PK1.12.

*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-RTW berdasarkan PP/PK 1.12.

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

- (a) 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;
- (b) melaksanakan program ini mengikut Jadual Pelaksanaan Program PROTÉGÉ-RTW yang diluluskan oleh Sekretariat PROTÉGÉ;
- (c) 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;

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

Pihak Syarikat: Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. Tender/Kontrak : *No. Tender/ Kontrak.....

- (d) mengemukakan sijil atau surat pengesahan oleh Sekretariat PROTÉGÉ kepada Agensi sebaik sahaja pelaksanaan program PROTÉGÉ-RTW selesai; dan
- (e) mengemukakan laporan berkaitan pelaksanaan program PROTÉGÉ-RTW kepada Sekretariat PROTÉGÉ.

*9. Sekiranya syarikat tuan gagal mematuhi mana-mana terma di perenggan 7 dan 8 atau arahan oleh Kerajaan, Kerajaan berhak untuk tidak mempertimbangkan sebarang tawaran kontrak baharu atau penganjutan kontrak pada masa hadapan kepada syarikat tuan.

Perenggan ini terpakai sekiranya Harga Kontrak melebihi nilai ambang dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ-RTW berdasarkan PP/PK 1.12. Bagi Harga Kontrak di bawah nilai ambang, perenggan ini hendaklah dipotong.

10. 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**;
- 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;
- m. kontraktor gagal/mungkir dalam melaksanakan tanggung jawabnya sepertimana ditetapkan dalam Syarat-syarat Kontrak;
- n. syarikat tuan tidak mendapat kelulusan daripada Kerajaan terlebih dahulu bagi apa-apa penjualan atau pemindahan ekuiti sepanjang tempoh kontrak ini berkuat kuasa; atau
- o. terdapat perkara yang melibatkan kepentingan awam atau keselamatan dan kepentingan negara.

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

Pihak Syarikat: Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. Tender/Kontrak : *No. Tender/ Kontrak.....

11. Sekiranya Surat ini dibatalkan atas alasan seperti yang ditetapkan di perenggan 13, Kerajaan tidak akan bertanggungjawab terhadap apa-apa kerugian syarikat tuan termasuk kerugian masa hadapan.
12. 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 bersama-sama dengan Surat ini.
13. 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.
14. Berdasarkan kepada Tempoh Siap Kerja yang ditenderkan selama Tempoh dalam angka hari/minggu/bulan*, Tarikh Siap untuk seluruh kerja-kerja di bawah kontrak ini ialah pada/./.....
15. 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.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menurut perintah,

Tandatangan Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

.....
(Nama Penuh Pegawai)
Jawatan Pegawai

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

Pihak Syarikat: Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. Tender/Kontrak : *No. Tender/ Kontrak.....

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 Rujukan Agensi bertarikh Tarikh SST ditandatangani oleh Menteri 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 tender dan Surat ini telah dikenakan.

..... Tandatangan Syarikat

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

..... Tandatangan Saksi Syarikat

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

Meterai atau Cop Syarikat

**potong mana yang tidak berkenaan*

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

Pihak Syarikat: Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. Tender/Kontrak : *No. Tender/ Kontrak.....

Lampiran A

BUTIRAN KONTRAK

Tajuk Tender

-
1. **Pendaftaran Syarikat Dengan Suruhanjaya Syarikat Malaysia (SSM) Atau Pendaftaran Koperasi Dengan Suruhanjaya Koperasi Malaysia (SKM) (jika berkaitan)**
 - 1.1 No. Pendaftaran : Nombor pendaftaran
 - 1.2 Tempoh Sah Laku : Tempoh sah laku sijil pendaftaran

 2. **Pendaftaran dengan Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB) Di Bawah Perakuan Pendaftaran Kontraktor**
 - 2.1 No. Pendaftaran : Nombor pendaftaran dengan CIDB di bawah sijil ini
 - 2.2 Tempoh Sah Laku : Tempoh sah laku sijil ini
 - 2.3 Gred : Gred Kontraktor yang ditauliahkan di bawah sijil ini
 - 2.4 Kategori : Kategori Pendaftaran dengan CIDB di bawah sijil ini
 - 2.5 Pengkhususan : Bidang pengkhususan yang didaftarkan oleh kontraktor berkaitan untuk tender ini

 3. **Pendaftaran dengan Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB) Di Bawah Sijil Perolehan Kerja Kerajaan (jika berdaftar)**
 - 3.1 No. Pendaftaran : Nombor pendaftaran dengan CIDB di bawah sijil ini
 - 3.2 Tempoh Sah Laku : Tempoh sah laku sijil ini
 - 3.3 Gred : Gred Kontraktor yang ditauliahkan di bawah sijil ini
 - 3.4 Kategori : Kategori Pendaftaran dengan CIDB di bawah sijil ini
 - 3.5 Pengkhususan : Bidang pengkhususan yang didaftarkan oleh kontraktor berkaitan untuk tender ini

 4. **Pendaftaran dengan Pusat Khidmat Kontraktor (PKK) (Sijil Bumiputera) (jika berdaftar)**
 - 4.1 No. Pendaftaran : Nombor pendaftaran dengan PKK
 - 4.2 Tempoh Sah Laku : Tempoh sahlaku sijil ini
 - 4.3 Gred Kontraktor : Gred Kontraktor yang ditauliahkan di bawah sijil ini

 5. **Pendaftaran dengan Pusat Pendaftaran Kontraktor Kerja, Bekalan Perkhidmatan Negeri Sabah (PUKONSA) (jika berdaftar)**
 - 5.1 No. Pendaftaran : Nombor pendaftaran dengan PUKONSA
 - 5.2 Tempoh Sah Laku : Tempoh sah laku sijil PUKONSA
 - 5.3 Gred Kontraktor : Gred Kontraktor yang ditauliahkan di bawah sijil ini

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

Pihak Syarikat: Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. Tender/Kontrak : *No. Tender/ Kontrak.....

5.4 Kepala : Kepala yang didaftarkan oleh kontraktor berkaitan untuk tender ini

5.5 Sub Kepala : Sub Kepala yang didaftarkan oleh kontraktor berkaitan untuk tender ini

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

6.1 No. Pendaftaran : Nombor pendaftaran dengan UPKJ

6.2 Tempoh Sah Laku : Tempoh sah laku sijil UPKJ

6.3 Gred Kontraktor : Gred Kontraktor yang ditauliahkan di bawah sijil ini

6.4 Kod Bidang : Kod bidang yang didaftarkan oleh kontraktor berkaitan untuk tender ini

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

7.1 No. Pendaftaran : Nombor pendaftaran cukai perkhidmatan

7.2 Tarikh Kuat Kuasa : Tarikh kontraktor boleh mula mengenakan cukai perkhidmatan ke atas perkhidmatan

8. Harga dan Tempoh Kontrak

8.1 Harga Tender (butiran harga seperti di **Lampiran A1**) : RM
 Harga Tender yang telah disetujui terima
 Lampiran A1 adalah merupakan borang dalam dokumen tender dengan harga yang ditandatangani oleh syarikat.

8.2 Peruntukan Cukai Perkhidmatan (sekiranya berkaitan) : RM
 Cukai Perkhidmatan dalam angka

8.3 Harga Kontrak : RM
 Harga Tender + Cukai Perkhidmatan (jika berkaitan)

8.4 Tempoh Kontrak :
 Hari/Minggu/Bulan/Tahun

8.5 Tarikh Milik Tapak :
 DD/MM/YYYY

8.6 Tarikh Siap Kerja :
 DD/MM/YYYY

9. *Bon Pelaksanaan

9.1 Kadar Bon Pelaksanaan : 5%

9.2 Formula Bon Pelaksanaan : 5% x RM
 Harga Kontrak
 Dalam angka

9.3 Nilai Bon Pelaksanaan :

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

Pihak Syarikat: Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. Tender/Kontrak : *No. Tender/ Kontrak.....

9.4 Bentuk Bon Pelaksanaan : Jaminan Bank/ Bank Islam/ Bank Pembangunan Malaysia 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.

Mengikut format yang ditetapkan oleh Kerajaan seperti di **Lampiran A4**

Lampiran A4 akan disediakan oleh Agensi berdasarkan format PP/PK4

10. **No. Kod Majikan PERKESO/No. Pendaftaran KWSP /*Polisi Insurans Kerja**

10.1 No. Kod Majikan PERKESO :
(Diisi oleh syarikat)

10.2 No. Pendaftaran KWSP :
(Diisi oleh syarikat)

*10.3 Nilai Polisi : RM..... Nilai dalam angka (berdasarkan Harga Kontrak dan di mana berkaitan, termasuk amaun yang perlu ditambah kepada nilai penuh Harga kontrak sebagai nilai yang diinsuranskan).

*10.4 Tempoh Perlindungan : Meliputi tempoh kontrak

11.

***Polisi Insurans Tanggungan Awam**

11.1 Nilai Polisi : RM..... Nilai dalam angka (berdasarkan Harga Kontrak)

11.2 Tempoh : Meliputi tempoh kontrak, tempoh tanggungan kecacatan dan 3 bulan 14

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

(Lewat menyiapkan kerja mengikut jadual yang ditetapkan)

12.1 Formula : Formula adalah berdasar ketetapan seperti di PP berkaitan Surat Setuju Terima

12.2 Kadar sehari : RM..... Nilai dalam angka

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

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

13.1 Tertakluk kepada pelaksanaan Program PROTÉGÉ-RTW : Ya / Tidak (Berdasarkan nilai ambang yang ditetapkan dalam PP/PK1.12)

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

Pihak Syarikat: Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. Tender/Kontrak : *No. Tender/ Kontrak.....

13.2 Bilangan : peserta
minimum
peserta
PROTÉGÉ-
RTW

Formula:

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

*Bagi tujuan pengiraan PROTÉGÉ-RTW, Harga Kontrak adalah harga kerja pembina tanpa cukai

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

**potong mana yang tidak berkenaan*

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

Pihak Syarikat: Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. Tender/Kontrak : * No. Tender/ Kontrak.....

Salinan Kepada :

Pejabat Ketua Pegawai Eksekutif
Ibu Pejabat Lembaga Hasil Dalam Negeri Malaysia
Menara Hasil
Aras 18, Persiaran Rimba Permai, Cyber 8
63000 CYBERJAYA

Ketua Pengarah Kastam
Ibu Pejabat Kastam Diraja Malaysia
Bahagian Cukai Dalam Negeri (SST)
Aras 3 -7, Blok A, Menara Tulus
No. 22, Persiaran Perdana , Presint 3
61200 PUTRAJAYA
(u.p.: Pengarah Bahagian Cukai Dalam Negeri (SST))

Ketua Eksekutif
Lembaga Pembangunan Industri Pembinaan Malaysia
Tingkat 10, No. 45, Menara Dato' Onn
Pusat Dagangan Dunia Putra
Jalan Tun Ismail
50480 KUALA LUMPUR

Ketua Setiausaha
Kementerian Pembangunan Usahawan dan Koperasi
Pusat Khidmat Kontraktor
Aras 5, Blok Menara, Menara Usahawan
No. 18, Persiaran Perdana, Presint 2
62652 PUTRAJAYA
(u.p. : Pengarah Pusat Khidmat Kontraktor)

Sekretariat
Majlis Perundingan
Gaji Negara
Kementerian Sumber Manusia
Aras 7, Blok D3, Kompleks D
62530 PUTRAJAYA

Professional Training & Education For Growing Entrepreneurs (PROTÉGÉ)
Aras 2, Blok E4/5, Parcel E
Kementerian Pembangunan Usahawan
Pusat Pentadbiran Kerajaan Persekutuan
62668, PUTRAJAYA
(u.p. : Ketua Sekretariat PROTÉGÉ)

Ketua Pegawai Eksekutif
Kumpulan Wang Simpanan Pekerja Jabatan Penguatkuasaan
Tingkat 13, Bangunan KWSP, Jalan Raja Laut
50350, KUALA KUMPUR
(u.p.: Ketua Unit Forensik Majikan dan Hubungan Luar, Seksyen Operasi)

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. Tender/Kontrak : *No. Tender/ Kontrak.....

Lampiran B

SURAT AKUAN PEMBIDA BERJAYA

.....(Tajuk dan Nombor Rujukan Perolehan).....

Saya,(Nama Wakil Syarikat)..... No. Kad Pengenalan..... yang mewakili(Nama Syarikat)..... nombor Pendaftaran(MOF/PKK/CIDB/ROS/ROC/ROB)..... 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 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(Nama Kementerian/Agensi)..... atau mana-mana orang lain sebagai dorongan untuk dipilih dalam perolehan 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:

- 3.1 saya atau mana-mana orang yang berkaitan dengan syarikat boleh 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 atas kegagalan saya atau mana-mana orang yang mewakili syarikat ini untuk mematuhi perkara (i) dalam surat akuan ini; 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.

11 daripada 13

Tandatangan & Cap (Kerajaan) :

Tandatangan & Cap (Syarikat) :

No. Tender/Kontrak : *No. Tender/ Kontrak.....

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 :
Cap 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 [Akta 574].
- (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. Tender/Kontrak : *No. Tender/Kontrak.....

Lampiran C

SURAT AKUAN SUMPAAH 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) :

SEKSYEN I

**SYARAT-SYARAT KONTRAK
PWD 203A (PIND.1/2010)**

GOVERNMENT OF MALAYSIA

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

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

Hak Cipta Terpelihara Kerajaan Malaysia

Cetakan @ Januari 2023

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

PWD FORM 203A (Rev. 1/2010)

This form has been approved by Attorney General's Chamber

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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 for the Works has been accepted and who has or have signed this Contract and includes the Contractor's personal representatives, heirs, successors, executors, administrators, servant and agent;
- (d) **“Contract Period”** means the time frame stipulated in clause 2;
- (e) **“Contract Sum”** means the sum stipulated in clause 7;
- (f) **“Date for Completion”** means the date fixed and stated in Appendix or any other date as provided for in clause 39;
- (g) **“Defects Liability Period”** means the period stated in Appendix or if none stated, the period is twelve (12) months from the date of practical completion certified by the S.O. as provided for under clause 39.3;
- (h) **“Nominated Sub-Contractor” or “Nominated Supplier”** means all specialist, merchants, tradesmen and others executing any work or services, or supplying any materials or goods for which Prime Cost Sum (or P.C. Sums) are included in the Bills of Quantities or which the S.O. has given written instructions in regard to the expenditure of Provisional Sum and who may be nominated by the S.O. and employed by the Contractor as Sub-contractors or Suppliers;
- (i) **“On-Cost Charges”** means 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 Works 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 beand/or his successors in office;
 - (o) "S.O.'s Representatives" means any person or persons delegated or authorised 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 of commencing from ending on

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

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

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

3.2 S.O.'s Representative

- (a) The S.O. may from time to time appoint such number of S.O.'s Representative as 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 powers and authorities vested in the S.O. as listed in the letter of delegation and shall furnish to the Contractor a copy of all such written delegation of powers and authorities.
- (b) Any instruction or approval given by the S.O.'s Representative to the Contractor within the terms of such delegation shall bind the Contractor and the 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, the S.O. shall obtain the prior written approval of the relevant authorities of the Government; and
- (b) the right to act on behalf of 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 ;

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

5.0 S.O.'S INSTRUCTIONS

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

- (a) the Variation as referred to in clause 24 hereof;
- (b) any discrepancy in or between the Contract Documents as referred to in clause 8.2(b) hereof;

- (c) the removal from the Site of any materials or goods brought thereon by the Contractor and the substitutions of any other materials or goods therefore;
 - (d) the removal and/or re-execution of any works executed by the Contractor;
 - (e) the dismissal from the Works of any person mentioned in clause 23.6 hereof employed thereupon;
 - (f) the opening up for inspection of any work covered up;
 - (g) the amending and making good of any defects whatsoever under clause 48;
 - (h) any matter which is necessary and incidental to the carrying out and completion of the Works under this Contract; and
 - (i) any matter in respect of which the S.O. is expressly empowered by this Contract to issue instructions.
- 5.2 All instructions issued by the S.O. shall be in writing. The Contractor shall forthwith comply with all instructions issued to him by the S.O. If such instruction is given orally, the S.O. shall then issue a written instruction within seven (7) days from the date of such oral instruction is given.
- 5.3 If within seven (7) days after receipt of a written notice from the S.O. requiring compliance of an instruction and the Contractor does not comply therewith, then the S.O. without prejudice to any other rights or remedies available to the 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 Works and making good of any defects whatsoever to the Works the sum of Ringgit:

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

8.0 CONTRACT DOCUMENTS

8.1 Custody of the Contract Documents

- (a) The Contract shall be prepared in two (2) original copies. The original copies of the Contract shall remain in the custody of the S.O. and the Contractor.
- (b) Immediately after the execution of this Contract, the S.O. shall furnish to the Contractor without any charge (unless he shall have been previously furnished) with:
 - (i) two (2) copies of the Contract Drawings; and
 - (ii) two (2) copies of the unpriced Bills of Quantities and (if requested by the Contractor) one copy of the priced Bills of Quantities.
- (c) The S.O. shall, as and when necessary and without charge to the Contractor, furnish him with two (2) copies of such further working drawings or details as are reasonably necessary either to explain and amplify the Contract Drawings or the Specification (if any) or to enable the Contractor to construct and complete the Works in accordance with this Contract. PROVIDED THAT nothing contained in the said working drawings or details shall impose any obligation beyond those imposed by the Contract Documents.
- (d) The Contractor shall keep one copy of the Contract Drawings, the Specification (if any), unpriced Bills of Quantities, priced Bills of Quantities (if any) and other like documents referred to in sub-clause (c) hereof on the Site and the S.O. shall at all reasonable times have access to the same.
- (e) Upon final payment being made pursuant to the issuance of Final Account and Payment Certificate under clause 31, the Contractor shall return to the S.O. all drawings, details, specifications, unpriced copy of Bill of Quantities and priced Bill of Quantities, if any.
- (f) None of the documents 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 all taxes that may be imposed on the profits made in respect of this Contract in accordance with the applicable laws; and
- (c) it shall ensure that all his employees, including non-Malaysian personnel, comply with all relevant laws to which they are subject to including payment of Income tax, which in respect thereto the Contractor shall make such deductions from the salaries of his employees as may be lawfully imposed by the relevant authority.

10.0 OBLIGATIONS OF THE CONTRACTOR

The Contractor shall-

- (a) construct, complete, test and commission the Works in accordance with the Specifications, Contract Drawings and any other documents specified in the Contract Documents;
- (b) perform the Works in a proper manner and in accordance with good management practice and to the best advantage of the 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 other obligations and responsibilities under this Contract.

11.0 INSPECTION OF SITE

- 11.1 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his tender as to the following:
 - (a) the nature of the ground and subsoil;

- (b) the form and nature of the Site;
- (c) the extent and nature of the work, materials and goods necessary for the completion of the Works;
- (d) the means of communication with and access to the Site;
- (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 provide further information as requested.

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

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

13.0 PERFORMANCE BOND/PERFORMANCE GUARANTEE SUM

- 13.1(a) The Contractor shall, on the date of the possession of Site, provide a Performance Bond or Performance Guarantee Sum as the case may be substantially in the form as in Appendix issued by an approved licensed bank or financial institution incorporated in Malaysia in favour of the 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 fails to submit the said Performance Bond as specified in sub-clause (a) above on the date of possession of site, then the Contractor shall be deemed to have opted for Performance Bond in the form of Performance Guarantee Sum as provided for under clause 13.2 hereof.
- 13.2 The Contractor may opt for a Performance Bond in the form of Performance Guarantee Sum in lieu of the Bank, Insurance or Finance Company Guarantee as specified in clause 13.1 hereof whereby deductions of ten percent (10%) shall be made from the first interim payments and subsequent interim payment until the total amount deducted aggregate to a sum equivalent to five (5) percent of the Contract Sum. The amount deducted shall be retained by the 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 this 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 clause 51 hereof the said Performance Bond or any balance thereof shall be forfeited.

14.0 INDEMNITY IN RESPECT OF PERSONAL INJURIES AND DAMAGE TO 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 wilful 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
- (c) the obligations under this clause shall continue after the expiry or earlier termination of this Contract in respect of any act, deed, matter or thing happening before such expiration or termination of this Contract.

14.2 The Contractor shall indemnify, protect and defend at its own cost and expense, the 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 or 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 workman employed by the Contractor in and for the performance of this Contract for payment of compensation under or by virtue of the Workmen's Compensation Act 1952 and the Employee's Social Security Act 1969 or any other law amending or replacing such law and from all costs and expenses incidental and consequential thereto.
- (b) The Contractor shall effect and maintain throughout the Contract Period a "Workmen Compensation Insurance" or any other applicable insurance for its personnel, servants, agents or employees required under the laws of Malaysia.

17.0 EMPLOYEES' SOCIAL SECURITY ACT, 1969

17.1 Registration with SOCSO

Without prejudice to his liability to indemnify the 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 Partial Occupation by the Government under this Contract. Such insurance policy 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 Contractor shall bear the amount of such excess.

18.2 Default in Insuring

If the Contractor fails to effect or renew such insurance as are necessary under this clause, the 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 Ringgit (RM.....) 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 re-enactment thereof.
- (d) The Contractor shall maintain on the Site at all times during the progress of the Works an up to date register containing particulars of all workers employed by him.
- (e) The Contractor shall cause his sub-contractors (including 'labour only' sub-contractors) and Nominated Sub-Contractors to comply with the provisions of this clause.

23.2 Compliance with Employment Act 1955, etc.

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

23.3 Days and Hours of Working

No work shall be done on:

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

without the written permission of the S.O. PROVIDED THAT when such written application of the Contractor is approved by the S.O., the Contractor shall comply fully with all the requirements of the Employment Ordinance 1955 in regard thereto or any subsequent modification or re-enactment thereof and shall bear any costs for compliance therewith, and any extra costs incurred by the 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 authorised by the S.O.
- (c) The Contractor shall furnish to the S.O. or S.O.'s Representative such information relating to the wages and conditions of employment of such workmen as the S.O. may from time to time require.

23.5 Default in Payment of Wages

In the event of default in the payment of –

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

of any workmen employed by the Contractor or his sub-contractors (including "labour only" sub-contractors) and Nominated Sub-contractors in and for the performance of this Contract, which a claim has been filed with the Department of Labour, then the S.O. shall make payment to the Director General of Labour and/or Employees Provident Fund, as the case may be, out of any monies at any time due to the Contractor under this Contract and such payment shall be deemed to be a payment made to the Contractor by the 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 prices for the purpose of this Contract shall be taken to mean the actual net cost to the Contractor of his materials, plant and labour for the work concerned. The Contractor shall be paid daywork prices, plus fifteen percent (15%), which shall include for the cost of all ordinary plant, tools, scaffolding, supervision and profit. PROVIDED ALWAYS that as a condition precedent to any right to any payment the Contractor shall produce vouchers, receipts and wage books specifying the time for labour and plant employed and materials used to the S.O. not exceeding seven (7) days after the work shall have been done.

- 25.3 The amount of variations shall be certified by the S.O. and added to or deducted from the Contract Sum as the case may be and the amount shall be adjusted accordingly.

26.0 BILL OF QUANTITIES

Basis of Contract Sum

- 26.1 The quality and quantity of the Works as set out in the Bills of Quantities shall be the basis of the Contract Sum. Any error in description or quantity or omission of Works from the Bills of Quantities shall not vitiate this Contract but shall be rectified and the amount in respect of such rectification shall be added to or deducted from the Contract Sum as the case may be.
- 26.2 The 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 nett aggregate amount of the difference between the total adjusted amount in the Summary of the Bills of Quantities and the tender amount shown in the Form of Tender, whether a nett deduction or nett addition, shall be calculated as a percentage of the total adjusted amount shown in the Summary of the Bills of Quantities and all prices and/or rates throughout the Bills of Quantities shall be subject to such percentage discounts or premiums as the case may be. Provided always that Provisional and Prime Cost Sums shall be excluded from such calculation and shall not be subject to such percentage discount or premium.

Standard Method of Measurement

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

Provisional Quantities

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

27.0 MEASUREMENT OF WORKS

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

28.0 PAYMENT TO CONTRACTOR AND INTERIM CERTIFICATES

- 28.1 When the Contractor has executed work including delivery to or adjacent to the Works of any unfixed materials or goods intended for incorporation into the Works in accordance with the terms of this Contract and their total value of work thereof has reached the sum referred to in Appendix, the S.O. shall at that time make the first valuation of the same.
- 28.2 Thereafter, once (or more often at the discretion of the S.O.) during the course of each succeeding month the S.O. shall make a valuation of the works properly executed and of unfixed materials and goods delivered to or adjacent to the Site, provided the total value of work properly executed and the value of unfixed materials and goods as specified in clause 28.4 hereof, delivered to the Site intended for incorporation into the Works in each subsequent valuation shall not be less than the sum referred to in Appendix.
- 28.3 Within fourteen (14) days from the date of any such valuation being made and subject to the provision mentioned in clause 28.1, the S.O. shall issue an Interim Certificate stating the amount due to the Contractor from the 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 the valuation was made, less any payment (including advance payment) previously made paid under this Contract. PROVIDED THAT such certificate shall only include the value of the said unfixed materials and goods as and from such time as they are reasonably and properly and not prematurely delivered to or adjacent to the Site and adequately protected against weather, damage or deterioration.
- 28.5 This clause shall not apply to any unfixed materials and goods which are supplied and delivered by Nominated Suppliers for which payment shall be made for the full value of the unfixed materials and goods.
- 28.6 Within a number of days as stated in Appendix (or if none stated then within thirty (30) days of the issue of any such Interim Certificate), the 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) months after the issuance of the Certificate of Practical Completion, the Contractor shall submit full particulars complete with receipts, vouchers records that would substantiate the Contractor's claim under clause 44 together with any documents, supporting vouchers and any explanation and calculations including documents relating to the accounts of Nominated Sub-Contractors or Nominated Suppliers, which may be necessary to enable the Final Account to be prepared by the S.O. PROVIDED ALWAYS the Contractor had given the notice of claim in writing within the stipulated time or times in the said provisions.
- 31.2 If the Contractor fails to submit full particulars of all claims within the stipulated period, the S.O. shall forthwith make the assessment based on the available documents submitted by the Contractor for the purpose of the Final Account. The 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.'s final valuation of Works and any amount determined in clause 31.1 in accordance with the terms of this Contract. After setting out or allowing for all payments or other expenditure of the 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-contractors, whether nominated or otherwise (including "labour only" sub-contractors) have received all wages due to them in connection with such employment, and that all dues or contributions under the Employment Act 1955, the Employee's Social Security Act 1969, the Employee's Provident Fund Act 1965 and any other laws relevant to the employment of workmen, have been paid.

32.0 EFFECT OF S.O.'S CERTIFICATES

No certificate of the S.O. under any provision of this Contract shall be considered as conclusive evidence as to the sufficiency of any work, materials or goods to which it relates, nor shall it relieve the Contractor from his liability to amend and make good all defects, imperfections, shrinkages, or any other faults whatsoever as provided by this Contract. In any case, no certificate of the S.O. shall be final and binding in any dispute between the 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 Sums and the balance shall be added to or deducted from the Contract Sum as the case may be.
- 34.3 Any work to be executed, or materials or goods to be supplied for which Provisional Sums are provided in the Bills of Quantities may, if the S.O. so decides, be treated as P.C. Sum items and shall be dealt with in accordance with clause 34.1.
- 34.4 Where the Contractor in the ordinary course of his business directly carries out works for which P.C. Sums are provided in the Bills of Quantities and where such works are set out in Appendix hereto and the S.O. is prepared to accept tenders from the Contractor for such works the Contractor shall be permitted to tender for the same or any of them without prejudice to 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 clause 34.1.

35.0 MATERIALS, GOODS AND WORKMANSHIP

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

36.0 INSPECTION AND TESTING OF MATERIALS, GOODS AND EQUIPMENT

- 36.1 Further to his the Contractor's obligations under clause 10, the Contractor shall submit to the S.O. for his approval, proposals for inspecting the design and setting out of the Works and testing the materials and workmanship to ensure that the Contractor's obligations under the Contract are fulfilled.
- 36.2 The Contractor shall carry out the inspection and tests approved under clause 36.5 or elsewhere in the Contract and such further tests as the S.O. may reasonably require, including to open up for inspection any work covered up or to carry out any test of any materials or goods (whether or not already incorporated in the Works or any executed Works).
- 36.3 The S.O may issue instructions to the Contractor to remove from the Site or rectify any work, goods which are not in accordance with this Contract at his own cost.
- 36.4 The Contractor shall, as may be required by the S.O. from time to time, provide such assistance, instruments, machines, labour and materials as are normally required for the purpose of examining, measuring and testing of any work, as well as and the quality, weight or quantity of the materials used, and shall supply samples of materials before incorporation in the Works for testing.
- 36.5 Unless the Contract otherwise provides, the cost of making any test shall be borne by the Contractor if such test is:
- (a) proposed by the Contractor; or

(b) clearly intended by or provided for in the Contract.

36.6 Notwithstanding anything in clause 36.5, if the Contractor carries out any further test as required by the S.O. pursuant to clause 36.2 and the result of such test shows the workmanship or materials is not in accordance with the provisions of the Contract, then the cost of such test shall be borne by the Contractor. But if the result of such test shows the workmanship or materials comply with the provisions of the Contract, then the cost of such test shall be borne by the 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 connection with the construction, completion of the works brought into and despatched from Malaysia by the Contractor (or in his name by agents).

37.2 The Contractor shall furnish to the S.O. all such shipping documents, invoices and other documentation as may be required by the Customs Authorities in connection with the importation of goods, materials, constructional plant, equipment, vehicles and machineries.

37.3 In the case of constructional plant, equipment, vehicles, and machineries imported on the Contractor's behalf by importing agents and the like both the shipping documents and the invoices of the original suppliers or manufacturers must indicate clearly that the consignment is for the Contractor's account.

37.4 The procedure in respect of the requirements of the foregoing shall be determined by the Customs Authorities. The Contractor shall make written application to the S.O. and shall provide the relevant documentation of all constructional plant, equipment, vehicles and machineries to be imported into Malaysia not less than forty-five (45) days before the arrival of the said constructional plant, equipment, vehicles and machineries.

37.5 The Contractor shall pay all charges and other expenses in connection with the landing and shipment of all constructional plant materials and other things of whatsoever nature brought into or despatched from Malaysia for the purpose of the Contract.

37.6 The Contractor shall make his own arrangement in obtaining clearance through the Customs of constructional plant, equipment, vehicles and machineries. However, if required, the S.O.'s assistance may be sought.

37.7 Under this Contract, the Contractor shall be required to furnish all lists of constructional plant, equipment, vehicles and machineries to the S.O. whether the constructional plant, equipment, vehicles and machineries are hired or acquired.

38.0 POSSESSION OF SITE

38.1 No work under this Contract shall commence unless and until the Performance Bond stipulated under clause 13 and such insurance policy as specified under clauses 15 and 18 shall have been deposited with the 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(g) 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. agrees to such request then the relevant section or part of the Works shall be duly omitted and deemed to be a variation to the Contract. Such variation shall not vitiate this Contract. If the S.O. does not agree to such request as aforesaid, then the Contractor shall be entitled to claim for any loss and/or expenses caused by and in respect of such delay beyond ninety (90) days as aforesaid.

39.0 COMPLETION OF WORKS

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

- 39.3 Within 14 days of receipt of such notice, the S.O. shall carry out testing/ inspection of the Works. Pursuant to such inspection/testing, the S.O. shall –
- (a) issue the Certificate of Practical Completion to the Contractor if in his opinion the whole Works have reached Practical Completion and have satisfactorily passed any inspection/test carried out by the S.O. The date of such completion shall be certified by the S.O. and such date shall be the date of the commencement of the Defects Liability Period as provided in clause 48 hereof; or
 - (b) give instruction to the Contractor specifying all defective works which are required to be completed by the Contractor before the issuance of the Certificate of Practical Completion.
- 39.4 If the S.O. has given instruction pursuant to clause 39.3(b), no Certificate of Practical Completion shall be issued to the Contractor until the Contractor has effectively carried out the remedial work within reasonable period to the satisfaction of the S.O.
- 39.5 The Works shall not be regarded as practically complete unless it has fulfilled the following:
- (a) the Works have been completed in accordance with the terms and conditions of this Contract;
 - (b) the 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 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 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 agrees 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 the Works under clause 18, Performance Bond under clause 13 and final payment on the Final Certificate under clause 31 hereof shall, in the absence of any express provision to the contrary elsewhere in the Contract Documents apply as if each such section or part was the subject of a separate and distinct contract between the 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 purposes of clauses 39 and 48 hereof, the relevant part shall be deemed to have reached practical completion and the Defects Liability Period in respect of the relevant

part shall be deemed to have commenced on the date on which the 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 to any extension of time then fixed under this clause, was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same;
- (g) delay in giving possession of the Site as provided under clause 38.4 hereof other than claim in effecting insurance and Performance Bond;
- (h) delay on the part of artists, tradesmen or others engaged by the 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 authorised by it carries out any investigation in relation to any accident, failure or other event which has occurred to, in or in connection with the Works or any part thereof for the purpose of determining the cause or reason for the said accident, failure or event, the Contractor shall render all such necessary assistance and facilities as may be required by the 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 authorised by the S.O. shall at all times have access to the Works and to the factories, workshops or other places of the Contractor or of any sub-contractor or supplier where any equipment, materials, goods or work are being manufactured, fabricated, assembled, prepared or stored for the Contract.
- (b) Where any such equipment, materials, goods or work are being manufactured, fabricated, assembled, prepared or stored in the factories, workshops or other places of a sub-contractor or supplier, the Contractor shall by a term in the sub-contract secure a similar right of access to those factories, workshops or other places for the S.O. and any person authorised by the S.O., and shall take reasonable steps required of him by the S.O. to enforce or assist in enforcing such right.
- (c) Any person so removed from the Works shall be replaced without delay by a substitute approved by the S.O.; PROVIDED THAT the Contractor shall not be entitled to any claim for any expense whatsoever incurred by him in respect of any direction given by the S.O. under this Clause.

46.2 Access for Other Contractors and Workmen

The Contractor shall in accordance with the requirements of the S.O. afford all reasonable access and facilities to any other person engaged by the 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-contractors, his agents, servants or workmen as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen; PROVIDED THAT the provision of labour on a piecework basis shall not be deemed to be a sub-contract under this clause.
- 47.4 It shall be a condition in any sub-contract which has been consented to by the 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, shrinkages or any other fault whatsoever at the Contractor's own cost. The Contractor shall complete all such works with due expedition or within such time as may be specified by the S.O.
- (b) Without prejudice to sub-clause (a), any defect, imperfection, shrinkage or any other fault whatsoever which may appear during the Defects Liability Period to be made good by the Contractor, shall be specified by the S.O. in the Schedule of Defects which he shall deliver to the Contractor not later than fourteen (14) days after the expiration of the Defects Liability Period. The defects, imperfections, shrinkages or any other fault whatsoever specified in the Schedule of Defects shall be made good by the Contractor at his own costs and to be completed within a reasonable time but in any case not later than three (3) months after the receipt of the said Schedule. PROVIDED THAT the S.O.

shall not be allowed to issue any further instruction requiring the Contractor to make good of any defect, imperfection, shrinkage or any other fault whatsoever after the issuance of the said Schedule of Defects or after fourteen (14) days from the expiration of the said Defects Liability Period, whichever is the later.

48.2 Default in Remedying Defects

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

48.3 Diminution in Value of Works

If any defect, imperfection, shrinkage or any other fault whatsoever is such that, in the opinion of the S.O., it shall be impracticable or inconvenient to the 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 fulfilment of any obligation incurred under the provisions of the Contract, prior to the issue of the said certificate, which remains unfulfilled at the time such certificate is issued, and for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the Parties hereto.

50.0 SUSPENSION OF WORKS

50.1 Suspension and Resumption of Works

- (a) The S.O. may at any time instruct the Contractor to suspend part or all of the Works.
- (b) Upon receipt of such written instruction, the Contractor shall suspend part or all of the Works for such time and in such manner as specified in the instruction and shall duly protect, store and secure the Works or such part of the Works against any deterioration, loss or damage.
- (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) fails to take measures specified in clause 50.1(b); and
- (b) fails to take all necessary action to mitigate the expenses incurred.

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

50.3 Consequences of Mutual Termination

- (a) If the Contract is mutually terminated under this clause-
 - (i) clause 51.1(c)(i) shall be applicable; and
 - (ii) payment obligations including all costs and expenditure incurred by the 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 buildings, 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 purposes 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 documents 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 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);
- (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 contractors 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 be entitled under the terms of the Contract to deduct from the original Contract Sum,

had the Contractor's employment not been terminated.

- 56.4 The Certificate of Termination Costs shall state the difference between the Final Contract Sum and the Completion Cost. If the Final Contract Sum is less than the Completion Cost, the difference shall be a debt payable by the Contractor to the 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 traveling at sonic or supersonic speeds; and
 - (f) riot, commotion or disorder, unless solely restricted to employees of the Contractor or its personnel, servants or agents.

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

59.0 SITE AGENT AND ASSISTANTS

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

60.0 NOMINATED SUB-CONTRACTORS AND/OR NOMINATED SUPPLIERS

- 60.1 The S.O. shall obtain tenders for Nominated Sub-Contractor's or Nominated Supplier's work or services, or for the supply of materials or goods in respect of which Prime Cost Sums or Provisional Sums are included in the Bills of Quantities, and the Contractor shall, on the written instruction of the S.O., enter into such sub-contracts with the Nominated Sub-Contractor or Nominated Supplier as the case may be and such sub-contracts shall be in the form as referred to in clause 60.2(b).
- 60.2 The S.O. shall not nominate as a sub-contractor or a supplier in connection with the Works:
- (a) a person against whom the Contractor shall make in writing within twenty one (21) days from the date of the S.O.'s instruction under clause 60.1 hereof what the S.O. considers to be reasonable objection;
 - (b) a person who will not enter into a sub-contract with terms and conditions as provided in the 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 any 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 within forty-five (45) days after being requested to do so; or
 - (b) is dissatisfied with any decision of the officer named in the Appendix,
- then such dispute or difference shall be referred to arbitration within forty-five (45) days to an arbitrator to be agreed between the Parties and failing such agreement, to be appointed by the Director of the Regional Centre for arbitration in Kuala Lumpur on the application of either Party hereto. Such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration and shall be conducted in accordance with the rules for arbitration of the Kuala Lumpur Regional Centre for Arbitration using the facilities and the system available at the Centre.
- 66.4 Such reference, except on any difference or dispute under clause 51 hereof shall not be commenced until after the completion or alleged completion of the Works or determination or alleged determination of the Contractor's employment under this Contract, or abandonment of the Works, unless with the written consent of the 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 arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the parties to perform their respective obligations under this Contract.
- 66.6 In any arbitration proceedings conducted pursuant to clause 66.3, the Parties may make any counter claim in relation to any dispute or difference arising from the Contract.

- 66.7 Upon every or any such reference the costs of such incidental to the reference and award shall be in the discretion of the Arbitrator who may determine the amount thereof, or direct the amount to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same be borne, award and paid.
- 66.8 The award of the Arbitrator shall be final and binding on the Parties.
- 66.9 In the event of the death of the arbitrator or his unwillingness or inability to act, then the Government and the Contractor upon agreement shall appoint another person to act as the arbitrator, and in the event the Government and the Contractor fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Regional Centre for Arbitration in Kuala Lumpur.
- 66.10 In this clause, "reference" shall be deemed to be reference to arbitration within the meaning of the Arbitration Act 2005.
- 66.11 The arbitration shall be governed by the Arbitration Act 2005 and the laws of Malaysia.

67.0 NOTICE, ETC.

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

67.2 Such notice shall be effected by:

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

67.3 The address of the 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 liabilities pertaining to the safety requirement under the Contract.

68.3 Safety Officer and Personnel

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

b) The Contractor shall conduct training programmes for all workmen including workmen of his sub-contractors for compliance with the Safety Requirements.

68.4 Safety Measures

(a) The Contractor shall ensure that the constructional plant together with all other tools and equipment and other items used in the execution of the Works are in a safe, sound and good condition and capable of performing the functions for which they are intended.

(b) The Contractor is responsible for instituting a safe method of construction on Site for all the workers and shall ensure that his sub-contractors whether nominated or otherwise institute the same method of construction for their workers.

(c) Without limiting his liability under the Contract, the Contractor shall provide all workmen on Site with the necessary safety equipment including but not limited to safety boots, safety helmets and protective clothing.

69.0 ADVANCE PAYMENT

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

- (a) on return of the Letter of Acceptance duly signed by the Contractor together with the Performance Bond (if any), insurance policies, confirmation from SOCSO Authorities and the receipts for all premium paid;
- (b) production of a Banker's/Insurance/Finance Company Guarantee in the approved format equal in value to the advance proposed to be paid;
- (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:

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

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

\$ A = total amount of advance paid,

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

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

69.3 The liability under the advance guarantee shall be terminated upon realization by the 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 authorised 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 CONFIDENTIALITY

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

- (a) disclosure of such information is necessary for the purposes of raising finance to undertake the obligations of the Contractor under this Contract;
- (b) disclosure of such information is made to the Contractor's consultants, auditors or advisers;
- (c) disclosure of such information is required by law or by any 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 endeavour 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

78.1 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 always safeguard and protect the Government's interest and take all necessary and protect the Government's 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 Services Sdn. Bhd. or SIRIM QA Services Sdn. Bhd., whichever is relevant, has been obtained. Where such testing cannot be carried out by IKRAM

QA Services Sdn. Bhd. or SIRIM QA Services Sdn. Bhd. the Contractor may, with the S.O.'s prior approval, have the testing to be done by another agency.

- 80.3 Under no circumstances shall the Contractor be permitted to incorporate or supply imported materials, plant, equipment, vehicles or other goods into the Works or forming part of the scope of the Works except those approved by the 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 subsequent 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:)
)

*¹The Common Seal of)
)
)
 (Co. No. :)

was hereunto affixed)
 in the presence of:)

.....
Director
Name :
NRIC No.:

.....
Director/Secretary
Name :
NRIC No.:

¹ applicable only if the Contractor is a company registered under the Companies Act 1965

APPENDIX TO THE CONDITIONS OF CONTRACT

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

Financial Limits	Officer

4.1(b) Officer(s) empowered to take action on behalf of the 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
18.1 (b)	Amount of excess	RM.....
21.2	Date of Tender	
28.1	Value of work to be executed including materials and goods to be delivered before First Interim Certificate will be issued	RM.....
28.2	Value of work to be executed including materials and goods to be delivered before each subsequent Interim Certificate will be issued	RM.....
28.6	Period for honouring payment certificate (if none stated, then within thirty (30) days of the issue of the Certificate)	
34.4	Work covered by P.C. Sums for which the Contractor will be permitted to tender	
38.2	'Date for Possession' of the Site	
39.1	'Date for Completion' for whole of the Works.	
40.2	Liquidated and Ascertained Damages at the rate of	RM.....per.....

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

Clause

41.1 Sectional Completion:

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

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

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

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

SEKSYEN I

**SYARAT-SYARAT KONTRAK
PWD 203A (PIND.1/2010)**

Appendix to the Condition of Contract

SEKSYEN I

**SYARAT-SYARAT KONTRAK
PWD 203A (PIND.1/2010)**

Addendum No. 1 To The Conditions of Contract

This Addendum No. 1 to the Conditions of Contract PWD 203/203A (Rev. 1/2010) consisting of 4 pages (including this page) which are and shall be read and construed as part of the said Contract.

.....
Signature of Contractor

.....
Signature of Officer

(Name in full.....)

(Name in full

I.C. No.

Designation

In the capacity of

Duly authorised to sign for and on behalf of

Duly authorised to sign for and on behalf of
the Government

.....
Contractor's Chop or Seal

.....
Official Chop

Witness

Witness

Name in full

Name in full

I.C. No.

Occupation

Designation

Address

Address

.....

.....

**ADDENDUM NO. 1 TO THE CONDITIONS OF CONTRACT
PWD 203/203A (Rev.1/2010)**

NO.	AMENDMENTS
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1. Page 20, Clause 28

Substitute the whole of Clause 28.0 with the new Clause 28.0 as follow:

- 28.1 Subject to compliance with the terms and conditions under this Contract, The Contractor shall be entitled for Interim Payment certified by the S.O.'s monthly evaluation (or more often at the discretion of the S.O.). Provided always that the Contractor shall submit to the S.O., at such times and in such form as the S.O. may prescribe, written application for Interim Payments showing the amounts which in the Contractor's opinion are due under the Contract Payments. The submission shall include the following:
- a) the value of Works done and properly executed and valued in accordance with these terms of Contract;
 - b) the amount of any valuation of variations or of the instructions by the S.O (clause 25);
 - c) the amount in regard to the expenditure of Provisional Sums and Prime Cost Sums executed or expended (clause 34);
 - d) the value of any goods or unfixed materials delivered to or adjacent to the Site intended for use or to be incorporated into the Works;
 - e) the value of fluctuation of price pursuant to clause 30; and
 - f) all relevant documents including site measurement, working diagrams, delivery orders, relevant invoices, as-built drawings, shop drawings relevant test and environment impact assessment of the Works or other relevant documents as the S.O. may require, to substantiate the Contractor's written application for interim payments.
- 28.2 The S.O. shall within fourteen (14) days from the date of receipt of the application for Interim Payments, inspect and verify the Works, and make a valuation of the same and issue an Interim Payment Certificate stating the amount due to the Contractor from the Government PROVIDED THAT the total value in each monthly valuation shall not be less than the sum referred to in Appendix 1.
- 28.3 The amount stated as due in an Interim Payment Certificate shall be the estimated total value of the Works done and properly executed and up to ninety (90) percent of the value of any goods or unfixed materials delivered to or adjacent to the Site intended for use or to be incorporated into the Works up to and including the date the valuation was made, less any payments (including Advance Payment) previously paid under this Contract. PROVIDED THAT such Certificate shall only include the value of the said goods or unfixed materials 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.

- 28.4 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.
- 28.5 Within a number of days as stated in the 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.
- 28.6 If the Contractor fail to submit full particulars of written application for Interim Payment as stipulated in clause 28.1, the S.O. shall make the valuation of works based on the available documents to him for the purpose of the Interim Payment Certificate. The Government shall be discharged from all liabilities in connection with the Interim Payments.

2. **Page 21, Clause 31**

Substitute the whole of Clause 31.0 with the new Clause 31.0 as follows:

- 31.1 As soon as is practicable but not later than three (3) months after the issuance of the Certificate of Practical Completion, the Contractor shall submit full particulars complete with receipts, vouchers records that would substantiate the Contractor's claim under clause 44 together with any documents, supporting vouchers and any explanation and calculations including documents relating to the accounts of Nominated Sub-Contractors or Nominated Suppliers, which may be necessary to enable the Final Account to be prepared by the S.O. PROVIDED ALWAYS the Contractor had given the notice of claim in writing within the stipulated time or times in the said provisions.
- 31.2 Within three (3) months after issuance of the Certificate of Completion of Making Good Defects, the Contractor shall submit to the S.O. a statement of the final account showing in detail the value in accordance with the Contract, of the Works carried out together with all further sums which the Contractor considers to be due to him after giving credit to the Government for all amounts previously paid by the Government and for all sums to which the Government is entitled under the Contract up to the date of the Certificate of Completion of Making Good Defects or the Certificate of Completion of Maintenance, as the case may be. The Final Account shall be supported by all documentation substantiating the value of the same.

- 31.3 If the Contractor fails to submit full particulars of all claims within the stipulated period, the S.O. shall forthwith make the assesment 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.
- 31.4 Within three (3) months after the expiry of the Defects Liability Period for the whole of the Works or three (3) months after the issuance 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.
- 31.5 The Final Certificate shall be supported by documents, and full particulars complete with receipts, vouchers records showing the S.O.'s final valuation of Works and any amount determined in clause 31.1 in accordance with the terms of this Contract. After setting out or allowing for all payments or other expenditure of the 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.
- 31.6 No final payment due to the Contractor under the Final Certificate, shall be made unless and until the Contractor shall have satisfied the S.O. by means of a Statutory Declaration made by or on behalf of the Contractor to the effect that the workmen who have been employed by the Contractor on the Works including workmen employed by sub-contractors, whether nominated or otherwise (Including "labour only" sub-contractors) have received all wages due to them in connection with such employment, and that all dues or contributions under the Employment Act 1995, 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.

3. **Page 27, Clause 40**

3.1 Substitute clause 40.1 with the new clause 40.1 as follows:

- 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 issue a Certificate of Non-Completion to the Contractor.

3.2 Substitute clause 40.2 with the new clause 40.2 as follows:

- 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 date of the failure to complete the work pursuant to clause 40.1 to the date of the 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.

SEKSYEN I

**SYARAT-SYARAT KONTRAK
PWD 203A (PIND.1/2010)**

Addendum No. 2 To The Conditions of Contract

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

Signature of Contractor

(Name in full)

I.C. No.

In the capacity of

Duly authorised to sign and on behalf of

Contractor's Seal

Witness

(Name in full)

I.C. No.

Occupation

Address

.....

Signature of Officer

(Name in full)

I.C. No.

In the capacity of

Duly authorised to sign and on behalf of
the Government

Official Seal

Witness

(Name in full)

I.C. No.

Designation

Address

.....

**ADDENDUM NO. 2 TO THE CONDITIONS OF CONTRACT
PWD 203/203A (Rev.1/2010)**

NO.	AMENDMENTS
-----	------------

1. Page 2, Clause 1.1(a)

Insert Clause 1.1(ea) after Clause 1.1(e) "Contract Sum" as follows:

(ea) "Tender Price" means the price offered by the Contractor as stipulated in the Letter of Acceptance of Tender;

2. Page 45, Clause 69.1 (PWD203A) / Page 46, Clause 69.1 (PWD203)

Substitute Clause 69.1 with the new Clause 69.1 as follows;

69.1 The Contractor shall be entitled to an advance payment on the Contract amounting to 25% of the Tender Price less the aggregate amount of Prime Cost Sums and Provisional Sums including the value of tax imposed under the Goods and Services Tax 2014 (hereinafter referred to as the "Builder's Work") but subject to a maximum of RM10 million on compliance with the following conditions:

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

DIBATALKAN
Surat Perintah KPR No. 01/005 Jld16(7) Bertarikh 13 MAC 2019

SEKSYEN I

**SYARAT-SYARAT KONTRAK
PWD 203A (PIND.1/2010)**

Addendum No. 3 To The Conditions of Contract

This Addendum No. 3 to the Conditions of Contract P.W.D. FORM 203 / 203A (Rev. 1/2010) consists of 2 pages (including this page) which are and shall be read and construed as part of the said contract.

.....
Signature of Contractor

.....
Signature of Officer

(Name in full.....)

(Name in full.....)

I.C. No

Designation

In the capacity of

Duly authorised to sign for and on behalf of

Duly authorised to sign for and on behalf of the Government

.....
Contractor's Stamp or Seal

.....
Official Stamp

Witness

Witness

Name in Full

Name in Full

I.C No

Occupation

Designation.....

Address

Address

.....

.....

**ADDENDUM NO. 3 TO THE CONDITIONS OF CONTRACT
PWD 203/203A (Rev.1/2010)**

NO.	AMENDMENTS
-----	------------

1. Page 10, Clause 13

13.0 PERFORMANCE BOND / PERFORMANCE GUARANTEE SUM

1.1 Substitute the Clause 13.1(a) with the new Clause 13.1 (a) as follows:

13.1 (a) The Contractor shall, on the date of the possession of Site, provide a Performance Bond or Performance Guarantee Sum as the case may be substantially in the form as in Appendix issued by an approved licensed bank or financial institution incorporated in Malaysia in favour of the 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) / twenty four (24) months** after the expiry of the Defect Liability Period or the issuance of the Certificate of Completion of Making Good Defects, whichever is the later.

1.2 Substitute the Clause 13.2 with the new Clause 13.2 as follows:

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

**Delete whichever is not applicable :-*

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

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

SEKSYEN I

**SYARAT-SYARAT KONTRAK
PWD 203A (PIND.1/2010)**

Addendum No. 4 To The Conditions of Contract

This Addendum No. 4 to the Conditions of Contract PWD FORM 203A (Rev. 1/2010) consisting of 2 pages (including this page) which are and shall be read and construed as part of the said Contract.

Signature of Contractor

(Name in full)

I.C. No.

In the capacity of

Duly authorised to sign and on behalf of

Contractor's Chop or Seal

Witness

(Name in full)

I.C. No.

Occupation

Address

.....

Signature of Officer

(Name in full)

I.C. No.

In the capacity of

Duly authorised to sign and on behalf of the Government

Official Chop

Witness

(Name in full)

I.C. No.

Designation

Address

.....

**ADDENDUM NO. 4 TO THE CONDITIONS OF CONTRACT
PWD 203/203A (Rev.1/2010)**

NO.	AMENDMENTS
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1. **Page 46, Clause 69.2**

Substitute Clause 69.2 with the new Clause 69.2 as follows:

"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 fifty (50) 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 and certified (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 Certificate in which the cumulative total certified value of the Builder's Work executed and certified (including the amount certified for materials on site) reaches eighty-five (85) percent of the total contract value of the Builder's Work. The deduction shall be calculated as follows:

DIBATALKAN
Surat Pemakluman KPKR Rajuan No. 121/2010 bertarikh 13 MAC 2018

$$290 \frac{A}{B} \text{ percent of } \$P$$

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

\$ A = Total amount of advance paid,

\$ B = Total contract value of Builder's Work,

\$ P = Gross certified value of Builder's Work executed (including the amount certified for materials on site) or agreed cumulative scheduled payments in excess of 50% of \$ B".

SEKSYEN I

**SYARAT-SYARAT KONTRAK
PWD 203A (PIND.1/2010)**

Addendum No. 5 To The Conditions of Contract

This Addendum No. 5 to the Conditions of Contract P.W.D FORM 203/203A (Rev. 1/2010) consisting of 3 pages (including this page) which are and shall be read and construed as part of the said Contract.

Signature of Contractor

(Name in full

I.C. No.

In the capacity of

Duly authorised to sign and on behalf of

Contractor's Chop or Seal

Witness

(Name in full

I.C. No.

Occupation

Address

.....

Signature of Officer

(Name in full

I.C. No.

In the capacity of

Duly authorised to sign and on behalf of
the Government

Official Chop

Witness

(Name in full

I.C. No.

Designation

Address

.....

**ADDENDUM NO. 5 TO THE CONDITIONS OF CONTRACT
PWD 203/203A (Rev.1/2010)**

NO.	AMENDMENTS
-----	------------

1. Page 39, Clause 58.0

Substitute the whole of Clause 58.0 with the new Clause 58.0 as follows:

58.0 EFFECTS OF FORCE MAJEURE

58.1 Events of Force Majeure

Neither the Government nor the Contractor shall be in breach of its obligations under this Contract if it is unable to perform or fulfil any of its obligations under this Contract (or any part of them) as a result of the occurrence of an Event of Force Majeure. An event of “force majeure” shall mean an event, not within the control of the Party affected, which that party is unable to prevent, avoid or remove and shall mean –

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, or acts of terrorism;
- (b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- (c) pressure waves cause by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (d) natural catastrophe including but not limited to earthquakes, floods, subsidence, and subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather;
- (e) riot, commotion and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbance (affecting the performance of this Contract) which are not the fault of the Contractor or its personnel, servants or agents or the Government which causes, or can reasonably be expected to cause any party to fail to comply with its obligations;
- (f) pandemic or epidemic; or

- (g) any other unforeseeable event which fulfils the criteria as set forth below:
- (i) beyond the reasonable control of the Party affected by such event, circumstance or combination of events or circumstances;
 - (ii) which was not foreseeable or, if foreseeable, could not have been prevented or avoided or overcome by the affected Party having taken all reasonable precautions and due care;
 - (iii) which directly causes the affected Party to be unable to comply with all or a material part of its obligations under this Contract; and
 - (iv) which is not the direct result of a breach by the affected Party of its obligations under this Contract,

PROVIDED THAT an Event of Force Majeure shall not include economic downturn, non-availability of or insufficient of funds or lack of financing on the part of the Contractor to perform its obligations under this Contract.

- 58.2 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 for 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.
- 58.3 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.
- 58.4 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.
- 58.5 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.
- 58.6 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.”

SEKSYEN I

**SYARAT-SYARAT KONTRAK
PWD 203A (PIND.1/2010)**

Addendum No. 6 To The Conditions of Contract

This Addendum No. 6 to the Conditions of Contract P.W.D FORM 203/203A (Rev.1/2010) consisting of 3 pages (including this page) which are and shall be read and construed as part of the said Contract.

Signature of Contractor

(Name in full

I.C. No.

In the capacity of

Duly authorised to sign and on behalf of

Contractor's Seal

Witness

(Name in full

I.C. No.

Occupation

Address

.....

Signature of Officer

(Name in full

I.C. No.

In the capacity of

Duly authorised to sign and on behalf of
the Government

Official Seal

Witness

(Name in full

I.C. No.

Designation

Address

.....

ADDENDUM NO.6 TO THE CONDITIONS OF CONTRACT

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

NO.

AMMENDMENTS

1. Page 44, Clause 67.0

Substitute the whole of Clause 67.0 with the new Clause 67.0 as follows:

67.0 NOTICES

(a) Any notice, approval, consent, request, requirement, permission or other communication required, authorized, permitted or contemplated to be given or made under this Agreement shall be writing in bahasa Melayu or the English language and delivered by registered post or by personal service to the address, transmitted to the facsimile number or to the e-mail address, of the Parties, as the case may be, specified below or to such other address, facsimile number or e-mail address as either Party may have notified the sender. The proof of service of the same shall be deemed to be duly given or made –

(i) in the case of delivery by registered post, on the third day it is posted to such address;

(ii) in the case of delivery in person, when delivered to the recipient at such address and an acknowledgement of receipt obtained;

(iii) in the case of facsimile transmission, when the recipient's facsimile number is shown on the sender's print-out for the transmission regarding the date, time and transmission of all pages; or

(iv) in the case of e-mail, when it is transmitted without any error message.

To the Government:

Address :

Tel :

Fax No :

Email Address :

To the Company:

Address :

Tel :

Fax No :

Email Address :

- (b) It shall be the duty of the Parties, to notify the other, if there is a change of address, facsimile number or e-mail address by giving a written notice within fourteen (14) days from the change.
- (c) For the avoidance of doubt, the mode of delivery of notice stipulated in the Clause herein shall not apply to notices required to be given under any applicable laws relating to this Agreement.

SEKSYEN I

**SYARAT-SYARAT KONTRAK
PWD 203A (PIND.1/2010)**

Addendum No. 7 To The Conditions of Contract

LAMPIRAN B

This Addendum No. 7 to the Conditions of Contract P.W.D FORM 203/203A (Rev.1/2010) consisting of 6 pages (including this page) which are and shall be read and construed as part of the said Contract.

Signature of Contractor

Signature of Officer

(Name in full)

(Name in full)

I.C. No.

I.C. No.

In the capacity of

In the capacity of

Duly authorised to sign and on behalf of

Duly authorised to sign and on behalf of the Government

Contractor's Seal

Official Seal

Witness

Witness

(Name in full)

(Name in full)

I.C. No.

I.C. No.

Occupation

Designation

Address

Address

.....

.....

ADDENDUM NO.7 TO THE CONDITIONS OF CONTRACT

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

NO. AMENDMENTS

- a) Page i, Table of Contents

Substitute item 30.0 in the table of content as follows:

30.0 FLUCTUATION OF PRICE - NON APPLICABLE

2. Page 7, Clause 9.0

Substitute footnote with the new footnote as follows:

9.0 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE CONTRACTOR

*applicable only if the Contractor is a company registered under the Companies Act 2016

3. Page 16, Clause 23.0

Substitute the Clause 23.3 with the new Clause 23.3 as follows:

23.0 EMPLOYMENT OF WORKMEN

23.3 Days and Hours of Working

No work shall be done on:

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

Without the written permission of the S.O. PROVIDED THAT when such written application of the Contractor is approved by the S.O., the Contractor shall comply fully with all the requirements of the Employment Act 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.

4. Page 19, Clause 26.0

Substitute the Clause 26.4 with the new Clause 26.4 as follows:

26.0 BILL OF QUANTITIES

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 Royal 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.

5. Page 21, Clause 30.0

Substitute the whole of Clause 30.0 with the new Clause 30.0 as follows:

30.0 FLUCTUATION OF PRICE (NON APPLICABLE)

6. Page 24, Clause 38.0

Substitute the Clause 38.4 with the new Clause 38.4 as follows:

38.0 POSSESSION OF SITE

38.4 In the event of any delay in giving possession of the Site from the "Date for Possession" as stated in the 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(9) 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.

7. Page 27, Clause 42.0

Substitute the Clause 42.1 with the new Clause 42.1 as follows:

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), notwithstanding anything expressed or implied elsewhere in this Contract.

8. Page 43. Clause 66.0

Substitute the Clause 66.3 with the new Clause 66.3 as follows:

66.0 ARBITRATION

66.3 If the Parties –

(a) fails to receive a decision from the officer named in the Appendix within forty-five (45) days after being requested to do so; or

(b) is dissatisfied with any decision of the officer named in the Appendix, then such dispute or difference shall be referred to arbitration within forty-five (45) days to an arbitrator to be agreed between the Parties and failing such agreement, to be appointed by the Director Asian International Arbitration Centre (Malaysia) of the for arbitration in Kuala Lumpur on the application of either Party hereto. Such arbitration shall be heard at the Asian International Arbitration Centre (Malaysia) and shall be conducted in accordance with the rules for arbitration of the Asian International Arbitration Centre (Malaysia) using the facilities and the system available at the Centre.

Substitute the Clause 66.9 with the new Clause 66.9 as follows:

- 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 fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Asian International Arbitration Centre (Malaysia) in Kuala Lumpur.

9. Page 46, Clause 71.0

Substitute the Clause 71.2 with the new Clause 71.20 as follows:

71.0 CONFIDENTIALITY

- 71.2 Where information has been disclosed to third parties pursuant to clause 71.1, the Contractor undertakes to ensure that such third parties shall not disclose the information to any other third party.

10. Page 48, Clause 80.0

Substitute the Clause 80.1 and 80.2 with the new Clause 80.1 and 80.2 as follows:

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 QAS International 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 Services Sdn. Bhd. or SIRIM QAS International Sdn. Bhd., whichever is relevant, has been obtained. Where such testing cannot be carried out by IKRAM QA Services Sdn. Bhd. or SIRIM QAS International Sdn. Bhd. the Contractor may, with the S.O.'s prior approval, have the testing to be done by another agency.

11. Page 50, Signing page

Substitute footnote with the new footnote as follows:

¹applicable only if the Contractor is a company registered under the Companies Act 2016

SEKSYEN I

**SYARAT-SYARAT KONTRAK
PWD 203A (PIND.1/2010)**

Addendum No. 8 To The Conditions of Contract

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

This Addendum No. 8 to the Conditions of Contract P.W.D FORM 203/203A (Rev.1/2010) consisting of 2 pages (including this page) which are and shall be read and construed as part of the said Contract.

Signature of Contractor

(Name in full)

I.C. No.

In the capacity of

Duly authorised to sign and on behalf of

Contractor's Seal

Witness

(Name in full)

I.C. No.

Occupation

Address

.....

Signature of Officer

(Name in full)

I.C. No.

In the capacity of

Duly authorised to sign and on behalf of the Government

Official Seal

Witness

(Name in full)

I.C. No.

Designation

Address

.....

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 Circular 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.....

SEKSYEN I

**Kaedah Perlantikan Syarikat Bagi Perkhidmatan
Multimodal Transport Operator (MTO)**

Kaedah Pelantikan Syarikat Bagi Perkhidmatan *Multimodal Transport Operator (MTO)*.

Tatacara perolehan bagi perolehan perkhidmatan MTO ditetapkan seperti berikut:

- (i) Perolehan bernilai **sehingga RM50,000** boleh diuruskan secara pembelian terus dengan **mana-mana syarikat yang berdaftar dalam kod bidang 221109**;
- (ii) Perolehan **melebihi RM50,000** hendaklah diuruskan melalui kaedah **sebut harga atau e-bidding** tertakluk kepada syarat-syarat seperti berikut:
 - (a) Pelawaan hendaklah di kalangan sekurang-kurangnya 10 syarikat yang berdaftar di bawah kod bidang 221709;
 - (b) Perolehan bernilai melebihi RM50,000 hingga RM500,000 hendaklah diputuskan oleh Jawatankuasa Sebut Harga Agensi;
 - (c) Perolehan bernilai melebihi RM500,000 hendaklah diputuskan oleh Lembaga Perolehan Agensi; dan
 - (d) Perolehan yang diuruskan secara e-bidding hendaklah mematuhi syarat-syarat yang telah ditetapkan yang berkuat kuasa.

SEKSYEN II

RINGKASAN TENDER

RINGKASAN TENDER

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

NO TENDER : MBSJ.KUB.400-5/8/140

BIL	HURAIAN KERJA	JUMLAH (RM)
A	BIL NO.1 : KERJA AWALAN	
B	BIL NO.2 : KERJA PEMBERSIHAN TAPAK & KERJA BERKAITAN	
C	BIL NO.3 : KERJA CERUCUK KEPINGAN KELULI	
D	BIL NO.4 : KERJA CERUN	
E	BIL NO.5 : KERJA SALIRAN	
F	BIL NO.6 : KERJA JALAN	
JUMLAH KESELURUHAN DIBAWA KE BORANG TENDER (RM) :		

RINGGIT MALAYSIA : _____

TEMPOH SIAP KERJA : () MINGGU

 (Tandatangan Kontraktor)
 Nama :
 No. KP :
 Atas Sifat :
 Cop & Alamat Syarikat :

 (Tandatangan Saksi)
 Nama :
 No. KP :
 Alamat :

SEKSYEN II

SENARAI KUANTITI

**CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI
PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.**

BIL	HURAIAN KERJA
	<p>GENERAL INFORMATION TO BILL OF QUANTITIES</p> <p><u>GENERAL</u></p> <p>A <i>The Works contained in the Contract shall include the provision of all labour, materials, constructional plant, temporary or permanent works as required in the Contract.</i></p> <p>B <i>The Bill of Quantities shall be read in conjunction with the Conditions of Contract, the Specification and the Drawings in the Contract documents.</i></p> <p>C <i>The items as set out in the Bill of Quantities shall apply to the whole of the Works contained in the Contract and the Contractor shall allow for compliance with the same and for any cost incurred in connection therewith</i></p> <p>D <i>Headings are not comprehensive and do not necessarily reflect or modify the meaning of the items in the BQ. The exact nature and extent of the work to be carried out shall be ascertained by reference to the Contract as a whole, in particular the conditions of Contract, the Specification and the Drawings. It shall be read together with the relevant " Method of Payment"</i></p> <p>E <i>The amounts inserted by the Contractor for such items shall be deemed to apply to the whole of the Works carried out under this Contract</i></p> <p>F <i>Each items shall be individually priced. Bulk pricing for sections, trades, groups or pages of items shall not be allowed and no subsequent claims for loss or expense and/or profit shall be entertained for failure to comply with the clause.</i></p> <p>G <i>The rates and prices inserted in the Bill of Quantities shall include cost of the works described, all risks, liabilities, and obligations set forth or implied in the Contract Document and shall be deemed to include the following, unless expressly stated otherwise:</i></p> <p style="margin-left: 20px;"><i>a) The provision of the labour and all costs in connection therewith;</i></p> <p style="margin-left: 20px;"><i>b) The supply of materials, goods, equipment and storage thereof including delivery to site and all costs in connection therewith</i></p> <p style="margin-left: 20px;"><i>c) Taking delivery of materials, goods, and equipment necessary for the Works and including those supplied by others, loading and unloading, storage and all costs in connection therewith;</i></p> <p style="margin-left: 20px;"><i>d) The usage of plants and machineries and all costs in connection therewith;</i></p> <p style="margin-left: 20px;"><i>e) The fixing, erecting and installing or placing in position of materials, goods and equipment including around obstruction, tolerances, penetration, working space, over-breaks etc. and all costs in connection therewith;</i></p> <p style="margin-left: 20px;"><i>f) The provision of all temporary works and all costs in connection therewith unless seperately provided for in the Bill of Quantities;</i></p> <p style="margin-left: 20px;"><i>g) The phasing requirements of the Works including the effect on the programming of the Works of all the traffic and drainage diversions, special sructural requirements, earthwork restrictions, alterations to services and street lighting (executed under the Contract or in conjunction with it) and all other requirments of the Contract and all costs in connection therewith;</i></p> <p style="margin-left: 20px;"><i>h) All cost of testing to show proof of compliance with the Specification on materials and workmanship inclusive of the samples of materials and submission of tests results. Should the frequency of testing and sampling not specified, then it shall be in accordance with the relevant Malaysian/British Standards and Codes of Praticce. Where there is no such relevant Standards and Codes of Parctice for reference, it shall then be as instructed by the S.O.;</i></p>
	A1/1

**CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI
PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.**

BIL	HURAIAN KERJA
	<p>GENERAL INFORMATION TO BILL OF QUANTITIES</p> <p><i>i) all royalties and dues which the Contractor may be required to pay;</i></p> <p><i>j) wastage;</i></p> <p><i>k) establishment charges, overheads and profit;</i></p> <p><i>l) whatsoever method of construction the Contractor may adopt;</i></p> <p>A <i>Where any priced item in the BQ but has not be executed on the site by the Contractor, the cost of such priced item shall accordingly be deducted from the Contract Sum.</i></p> <p>B <i>All items priced shall be deemed to include compliance with the provisions of the contract, statutes, regulation, by-laws or any order or directive issued by public authority or public service company and other related legislation currently in force.</i></p> <p>C <i>Notwithstanding the above clauses, the S.O. reserves the right to request from the Contractor the detailed breakdown of the pricing for items or rates in the B.Q. for his perusal. The detailed breakdown pricing may be used as a basis for for the administration of the Contract.</i></p> <p>MEASUREMENT</p> <p>D <i>Quantities in the Bill of Quantities are measured in accordance with the Malaysian Standard Method of Measurement of Building Works (2nd Edition Metric 2000).Where departure have been made from he standards mentioned, the method adopted in the Bills shall be adhered to for the purposes of ascertaining the value of all variations and measurements.</i></p> <p>UNPRICED ITEMS</p> <p>E <i>Where any items is left upriced, it shall be deemed that the cost of such item has been allowed for elsewhere within this document. No subsequent claims arising out of expense and/or loss incurred against such unpriced item shall be entertained.</i></p> <p>GENERAL ATTENDANCE FOR NOMINATED SUB-CONTRACTORS AND NOMINATED SUPPLIERS</p> <p>F <i>Attendance and facilities for Nominated Sub-contractors and nomnated suppliers shall include:</i></p> <p><i>a) in the case of works or services executed: for allowing the use of existing working space, access, temporary roads, erected scaffolding, sanitary, welfare and other facilities existing on Site and the provision of protection, water, electricity for lighting and clearing away rubbish and debris arising from the work;</i></p> <p><i>b) in the case of goods, materials or services supplied; for taking delivery, unloading, storing, protection and returning crates, cartons and packing materials,</i></p> <p><i>all as specified in the specification</i></p> <p>PHASING SEQUENCE OF OPERATIONS AND METHODS OF CONSTRUCTION</p> <p>G <i>The rates and prices shall, unless otherwise stated, include for the costs of compliance with any restrictions imposed on the programming of the Works by the Government and Local Authoritirs and other relevant authorities dealing with phasing sequence of operations, method of construction, safety and health and liason and access</i></p> <p>TRIALS, SAMPLES, TESTS AND INSPECTION</p> <p>H <i>The rates and prices shall include for a testing laboratory or an accredited laboratory approved by SIRIM, equipment and staff for carrying out the tests, tests and the effects on the progress of the Works for the carried out of all trials, sampling and tests whether specified in the contract Document or otherwise in order to ensure compliance with requirements of the specification except where separately itemised in the Bill of Quantities.</i></p>
A1/2	

**CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI
PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.**

BIL	HURAIAN KERJA
A	<p>GENERAL INFORMATION TO BILL OF QUANTITIES EXISTING SERVICES AND MAINS</p> <p><i>The Contractor shall include in his rates and prices for taking measures to locate the actual position and provide support and full protection of existing services and mains and other equipment and machineries during the progress of the Works, The contractor shall inform the S.O. of all arrangements with Statutory and Public Utility Authorities.</i></p>
B	<p>PHRASEOLOGY</p> <p><i>Differences in the method of billing and in phraseology used in various parts of the Bill of Quantities and/or Schedule of Rates shall not be a basis of any claim for an increase in the rates and prices.</i></p>
C	<p>PROVISIONAL SUMS</p> <p><i>All provisional sums included in the Bill of Quantities are intended to be approximate indications only of the amounts to be expected in respect of the work described and may be omitted entirely or substantially varied without entitling the Contractor to any claim for compensation. No part of the Contractor's overhead, expenses or profit should included in these sums when the bill is priced unless items for profit and attendance are specifically allowed for.</i></p>
D	<p>CURRENCY OF PAYMENT</p> <p><i>Pricing of the Contract shall be in Malaysian Ringgit to two decimal place. Payment to the Contractor to the Contractor under the Contract shall be in Malaysian Ringgit.</i></p>
E	<p>TEMPORARY DIVERSIONS</p> <p><i>Work in connection with the temporary diversion and relocation of existing overhead and underground services, whether detailed in the Contract or not shall be covered by the appropriate Lump Sums Items in Bill No. 1: Preliminaries and General Conditions unless separately measured in other parts of the Bill of Quantities.</i></p>
F	<p>ABBREVIATIONS</p> <p><i>The following abbreviations or symbols are generally used in the Contract Document and shall be read as follows:</i></p> <ul style="list-style-type: none"> a) mm: milimetres b) m: metre c)m2: square metre d) m3: cubic metres e) kg: kilogramme f) tonne: metric ton g) No.: number h) L.S.: Lump sum j) P.C. Sum: Prime cost Sum k) P.S.: Provisional Sum l) RM: Ringgit Malaysia

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI
PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL	HURAIAN KERJA
	<p>MAKLUMAT AM SENARAI KUANTITI</p> <p>SKOP KERJA</p> <p>Kerja-kerja yang termasuk di bawah Kontrak ini terdiri daripada:</p> <ul style="list-style-type: none">a) Kerja-kerja Pembersihan Tapak & Kerja Berkaitanb) Kerja-Kerja Cerucuk Kepingan Kelulic) Kerja-Kerja Cerund) Kerja-Kerja Salirane) Kerja-kerja Jalan

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL	HURAIAN KERJA	JUMLAH (RM)
A	<p>Papan Tanda Projek Kerja-kerja membekal, memasang, dan menyelenggara papan tanda projek mengikut spesifikasi yang ditetapkan.</p>	
B	<p>Tinjauan Tapak dan Penetapan Kerja-kerja membuat pengukuran tapak, <i>setting-out</i>, <i>dimension</i> serta mengukur aras sebelum dan semasa tempoh kontrak oleh Juruukur berlesen serta kerja-kerja berkaitan mengikut arahan Pegawai Penguasa (P.P) atau wakil P.P.</p>	
C	<p>Pelan Pembinaan Kontraktor perlu mengemukakan kepada pihak Pegawai Penguasa untuk kelulusan seperti berikut :</p> <ul style="list-style-type: none"> a) Perancangan Kerja b) <i>Method statements</i> c) Carta Organisasi syarikat d) Jadual e) Rancangan Assurans Kualiti bagi Kontrak Kerja bernilai RM10 juta dan ke atas i) Menyediakan pasukan Assurans Kualiti sepenuh masa di tapak bagi tujuan institusi, pentadbiran serta penyelenggaraan bagi Rancangan Assurans Kualiti dan penyediaan serta pengemukaan kesemua Laporan Assurans Kualiti sepertimana yang dikehendaki sepanjang tempoh kontrak. ii) Kontraktor perlu melantik Pegawai Jaminan Kualiti yang berkelayakan dan berpengalaman bagi jawatan sepenuh masa di tapak untuk mengetuai Pasukan Jaminan Kualiti. (Silalah rujuk Addendum bagi projek yang bernilai RM10 juta dan ke atas) 	
D	<p>Loji Binaan Kontraktor hendaklah memastikan peralatan di tapak seperti jentera kren, loji binaan dan sebagainya sentiasa berfungsi dengan baik dan diinsurankan/ditakafulkan.</p>	
E	<p>Jalan Sementara dan Penyelenggaraan Jalan Sedia ada Kerja-kerja membina temporary access road untuk ke kawasan tapak cerun dengan cara penambakan/pemotongan tanah/steel plate/crusher run dan kera-kerja yang perlu mengikut arahan P.P atau wakil P.P</p>	
F	<p>Kontraktor perlu menyelenggara semua akses termasuk jalan, jambatan, longkang, pembetung, perabot tepi jalan, dan semua peralatan dan perkhidmatan lain di jalan tersebut sepanjang tempoh pembinaan. Kontraktor perlu memperbaiki semula kerosakkan yang berlaku disebabkan oleh kerja-kerja di tapak.</p>	
G	<p>Kontraktor perlu mengenalpasti kedudukan sebenar dan menyediakan sokongan dan perlindungan penuh terhadap perkhidmatan dan sesalur yang sedia ada semasa kerja-kerja berjalan. Kontraktor hendaklah memaklumkan kepada S.O. semua pengaturan dengan pelbagai pihak berkuasa.</p>	
H	<p>Kawalan Pekerja, Loji Dan Jentera Di Tapak Kontraktor hendaklah memastikan keselamatan, kesihatan dan kebajikan di tempat kerja semua pekerjaanya dalam keadaan baik.</p>	
JUMLAH DIBAWA KE HIMPUNAN (RM)		

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL	HURAIAN KERJA	JUMLAH (RM)
A	<p>Penginapan Sementara Dan Kemudahan Untuk kontraktor dan Pekerja Yang Tinggal Di Tapak</p> <p>Kontraktor hendaklah menyediakan dan menyelenggara semua penginapan dan kemudahan sementara termasuk pencahayaan sementara, paip, penyimpanan air, kebersihan dan pembetulan untuk buruh dan kakitangannya yang tinggal di tapak.</p>	
B	<p>Penjagaan Dan Perlindungan Bahan dan Kerja</p> <p>Kontraktor perlu menyediakan dan menyelenggara segala yang diperlukan untuk perlindungan bagi bahan dan Kerja daripada sebarang kerosakan akibat cuaca. Semua langkah keselamatan dan perlindungan perlu dilaksanakan untuk melindungi kawasan cerun daripada runtuh. Kontraktor hendaklah memberitahu Pegawai Penguasa jika terdapat tanda-tanda kegagalan di cerun. Kerja-kerja pembinaan hendaklah dihentikan sekiranya berlaku hujan lebat semasa pembinaan dan selepas hujan lebat melainkan mendapat kebenaran daripada Pegawai Penguasa.</p>	
C	<p>Lukisan dan Sampel Barangan</p> <p>Kontraktor perlu mengemukakan lukisan yang berkaitan, sampel bahan atau mutu kerja dan unit mockup seperti yang ditetapkan untuk kelulusan Pegawai Penguasa.</p>	
D	<p>Laporan Kemajuan</p> <p>Kontraktor perlu mengambil gambar laporan kemajuan sebelum, semasa dan siap dan menyerahkan kepada Pegawai Penguasa.</p>	
E	<p>Laporan Makmal dan Pengujian Bahan</p> <p>Kontraktor perlu menyediakan/mendirikan makmal ujian di dalam tapak atau menyewa premis atau mencadangkan makmal bertauliah yang diluluskan oleh SIRIM seperti yang ditetapkan. Makmal hendaklah dilengkapi dengan peralatan yang diperlukan dan kakitangan yang diperlukan untuk menjalankan ujian.</p>	
F	<p>Peralatan Pengukuran dan Kakitangan</p> <p>Kontraktor perlu menyediakan semua instrumen, peralatan dan kakitangan ukur seperti yang dinyatakan sepanjang tempoh Tempoh Kontrak asal sehingga 6 bulan selepas pengeluaran Sijil Siap Praktikal seperti yang diperlukan oleh Pegawai Penguasa.</p>	
G	<p>Peralatan untuk Pegawai Penguasa</p> <p>Kontraktor perlu menyediakan semua Peralatan Pelindung Diri yang diperlukan untuk kegunaan Pegawai Penguasa dan kakitangan penyeliaannya lengkap seperti yang ditetapkan dan mematuhi keperluan DOSH dan lain-lain yang berkaitan.</p>	
H	<p>Kontraktor perlu menyediakan jenis alat pemadam api yang sesuai seperti yang ditetapkan.</p>	
J	<p>Kontraktor perlu menyediakan peralatan dan kemudahan untuk kegunaan Pegawai Penguasa, wakil dan kakitangannya sepanjang tempoh Tempoh Kontrak.</p>	
JUMLAH DIBAWA KE HIMPUNAN (RM)		

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL	HURAIAN KERJA	JUMLAH (RM)
	Keselamatan Kawasan Kerja	
A	Kontraktor perlu membekal, mendirikan, menyelenggara dan mengalih sehingga siap kerja, perancah dan platform kerja dengan jaring keselamatan, platform, penghadang keselamatan, pagar, dan pencahayaan yang mencukupi semasa menjalankan kerja di tapak.	
B	Kontraktor perlu membekal, mendirikan, menyelenggara dan mengalih sehingga siap kerja, tempat simpanan perlindungan dan keselamatan yang mencukupi, perancah dan platform kerja dengan langkah-langkah keselamatan lain yang perlu untuk memastikan keselamatan pekerja, kakitangan, orang awam dan lain-lain di dalam persekitaran tapak bina.	
	Keselamatan, Kesihatan Dan Kebajikan	
C	Kontraktor perlu memastikan keselamatan, kesihatan dan kebajikan di tapak kerja seperti yang ditetapkan seperti berikut : a) Penyediaan Kit Pertolongan Cemas b) Kawalan perosak termasuk memastikan tapak bersih dan kering untuk mengelakkan pembiakan nyamuk, tikus, dan sebarang jenis serangga. c) Menjalankan kerja-kerja <i>Fogging</i> mengikut masa yang ditentukan.	
D	Kontraktor perlu menyediakan dan mengekalkan keselamatan dan kawalan lalu lintas yang mencukupi termasuk papan tanda, lampu amaran dan penanda bendera mengikut keperluan.	
	Menjaga Kekemasan Tapak	
E	Kontraktor perlu memastikan tapak dalam keadaan bersih dan kemas yang munasabah sepanjang tempoh Kerja seperti yang ditetapkan.	
	Kerja Pembersihan setelah Siap Kerja	
F	Kontraktor perlu membersihkan kerja-kerja termasuk jalan sedia ada, longkang daripada sebarang kekotoran, tanah, dan lain-lain dan membaiki semua kerosakan setelah siap kerja di tapak.	
	Form of Contract	
G	<i>The Contractor shall refer Standard Form of Contract for further information. The Contractor may price here for all the expenses involved in complying with the terms of these Clauses, otherwise such as expenses are deemed to be included elsewhere.</i>	
	Kerja-kerja Perlindungan Cerun Sementara	
H	Kontraktor perlu menyediakan kerja-kerja perlindungan sementara di atas cerun seperti kepingan terpal untuk mengelakkan penyerapan air yang tinggi yang boleh menyebabkan kegagalan struktur tanah semasa kerja-kerja pemulihan di tapak dan diselenggara sepanjang tempoh pembinaan.	
	Soil Investigation	
J	Kerja-kerja menjalankan <i>Soil Investigation (S.I)</i> 2 Nos BH dan 5 Nos MP termasuk menyediakan laporan yang berkaitan serta kerja-kerja berkaitan mengikut arahan P.P atau wakil P.P.	
	Resistivity Test	
K	Kerja-kerja menjalankan <i>resistivity test</i> termasuk menyediakan laporan yang berkaitan serta kerja-kerja berkaitan mengikut arahan P.P atau wakil P.P.	
JUMLAH DIBAWA KE HIMPUNAN (RM)		

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL	HURAIAN KERJA	JUMLAH (RM)
	Clause No.13	
A	Bon pelaksanaan Untuk pematuhan kontrak dan pihak kontraktor perlu menyediakan: Bank / Islamic Bank / BPIMB / Insurans / Takaful atau Jaminan Syarikat Kewangan* Wang Jaminan Pelaksanaan (WJP)* * Potong mana yang tidak berkenaan	
	Clause No. 15	
B	Takaful/ <i>Insurance Against Personal Injuries and Damage To Property</i>	
	Clause No 16	
C	<i>Indemnities to Government in Respect of Claim by Workmen</i>	
	Clause No. 17	
D	<i>Employees' Social Security Act, 1969</i>	
	Clause No 18	
E	Takaful/ <i>Insurance of Works</i>	
	Clause No 35	
F	<i>Materials, Goods and workmanship - Opening up of work for inspection or testing of materials or goods</i>	
JUMLAH DIBAWA KE HIMPUNAN (RM)		

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL	HURAIAN KERJA	JUMLAH (RM)
	HIMPUNAN :	
A	BIL NO. 1 : KERJA AWALAN 5/9 :	
B	BIL NO. 1 : KERJA AWALAN 6/9 :	
C	BIL NO. 1 : KERJA AWALAN 7/9 :	
D	BIL NO. 1 : KERJA AWALAN 8/9 :	
JUMLAH DIBAWA KE RINGKASAN TENDER (RM)		

KERJA PEMBERSIHAN TAPAK & KERJA BERKAITAN

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL.	HURAIAN KERJA	UNIT	KUANTITI	KADAR (RM)	JUMLAH (RM)
	<p>Kuantiti bagi kerja-kerja berikut adalah sementara (<i>Provisional Quantity</i>), Bayaran akan dibuat berdasarkan kepada kuantiti sebenar di tapak yang akan dikira semula setelah kerja siap.</p> <p>Kerja Pembersihan Tapak Dan Kerja-kerja Yang Berkaitan</p>				
A	Kerja-kerja membuang sisa bina keluar termasuk <i>damaged rubble wall</i> dari tapak bina dan lain-lain kerja yang berkaitan mengikut arahan P.P atau wakil P.P.	Borong	-	-	
B	Kerja-kerja memotong pokok mengikut ukuran ukurlilit pokok yang diukur 900mm dari paras tanah termasuk memotong dahan serta membakar dan melupuskan kayu-kayan, akar dan umbi pokok perlu dicabut dan digali dan lubang ditimbus dengan tanah atau hadkor, kadar harga tambahannya mengikut ukuran melebihi 600mm dan tidak melebihi 1200mm serta kerja-kerja yang berkaitan mengikut arahan P.P atau Wakil P.P.	Nos	20		
C	Kerja-kerja pembersihan kawasan daripada semak samun dan dibuang keluar dari tapak bina serta kerja-kerja berkaitan mengikut arahan P.P atau Wakil P.P.	M2	1,350		
D	Kerja-kerja memotong cerun dan menggali bahan yang tidak sesuai dengan kedalaman tidak melebihi 2 meter dan dibuang keluar ke tempat yang dibenarkan dalam lingkungan 5km serta kerja-kerja berkaitan mengikut arahan P.P atau Wakil P.P.	M3	960		
E	Kerja-kerja membekal, menghampar dan memadatkan tanah dan pasir pada bahagian yang dipotong, benteng dan cerun maksimum 2 m serta kerja-kerja berkaitan mengikut arahan P.P atau Wakil P.P.	M3	675		
F	Kerja-kerja membekal dan menghampar <i>non woven geotextile</i> dan lain-lain yang berkaitan mengikut arahan P.P atau Wakil P.P.	M2	1,350		
JUMLAH DIBAWA KE RINGKASAN TENDER (RM)					

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL.	HURAIAN KERJA	UNIT	KUANTITI	KADAR (RM)	JUMLAH (RM)
	<p>Kuantiti bagi kerja-kerja berikut adalah sementara (<i>Provisional Quantity</i>), Bayaran akan dibuat berdasarkan kepada kuantiti sebenar di tapak yang akan dikira semula setelah kerja siap.</p> <p>Cerucuk Kepingan Keluli Terpakai (<i>Interlocking Steel Sheet Piles</i>)</p>				
A	<p><i>Allow for providing sheet pile equipment, plants, tools for transportation to the site, handling, assembling, moving around within the site, dismantling and removal off from site on completion of piling operation.</i></p>	Borong	-	-	
B	<p><i>Allow for moving sheet piling equipment, plant, tools in and about the site as often and wherever necessary including dismantling and reassembling for piling operation at respective ground formation level including any temporary staging and platform to ease piling operation and any superficial excavation to facilitate movement of piling equipment and plant.</i></p>	Borong	-	-	
	<p><u>Approved used FSP IV @ 400mm wide steel sheet pile (measured nett and no allowance made for laps and wastage) including edge piles, approved protective coating all as per manufacturer's details and Engineer's approval</u></p>				
C	<p><i>Supply, deliver and unload 12.0m length interlocking steel sheet pile complete with all necessary approved shaped angle clutches including applying to all surfaces with approved protective epoxy coating.</i></p>	M2	960		
D	<p><i>Handle, transport and pitch 12.0m length interlocking steel sheet pile.</i></p>	M2	960		
E	<p><i>Drive only interlocking steel sheet pile using Silent Piler.</i></p>	Nos	200		
F	<p><i>Earth backfilling to infill gap as described.</i></p>	Borong	-	-	
JUMLAH DIBAWA KE HIMPUNAN (RM)					

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL.	HURAIAN KERJA	UNIT	KUANTITI	KADAR (RM)	JUMLAH (RM)
	<p>Kuantiti bagi kerja-kerja berikut adalah sementara (<i>Provisional Quantity</i>), Bayaran akan dibuat berdasarkan kepada kuantiti sebenar di tapak yang akan dikira semula setelah kerja siap.</p> <p>Penutup Rasuk (<i>Capping Beam</i>)</p>				
A	Kerja-kerja membekal dan memasang acuan konkrit muka sisi (<i>side</i>) dan muka bawah (<i>soffit</i>) <i>formwork</i> tidak berketam dan kerja-kerja lain yang berkaitan mengikut arahan P.P atau wakil P.P.	M2	160		
B	Kerja-kerja membekal dan memasang besi tetulang dari jenis <i>high tensile</i> (460N/mm ²) - 6T12 serta kerja-kerja berkaitan sehingga siap sempurna mengikut arahan P.P atau wakil P.P.	KG	640		
C	Kerja-kerja membekal dan memasang besi tetulang dari jenis mild steel - T10 serta kerja-kerja berkaitan sehingga siap sempurna mengikut arahan P.P atau wakil P.P (<i>Link</i> 200mm c/c).	KG	540		
D	Kerja-kerja membekal, menghampar dan memadatkan <i>ready-mix</i> konkrit Gred 35 (1:1:2) - 30mm untuk <i>capping beam</i> berketebalan 500mm dan kedalaman 600mm serta lain lain kerja berkaitan mengikut arahan P.P.	M3	36		
JUMLAH DIBAWA KE HIMPUNAN (RM)					

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL.	HURAIAN KERJA	UNIT	KUANTITI	KADAR (RM)	JUMLAH (RM)
	HIMPUNAN :				
A	BIL NO. 3 : CERUCUK 1/3				
B	BIL NO. 3 : CERUCUK 2/3				
JUMLAH DIBAWA KE RINGKASAN TENDER (RM)					

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL.	HURAIAN KERJA	UNIT	KUANTITI	KADAR (RM)	JUMLAH (RM)
	<p>Kuantiti bagi kerja-kerja berikut adalah sementara (<i>Provisional Quantity</i>), Bayaran akan dibuat berdasarkan kepada kuantiti sebenar di tapak yang akan dikira semula setelah kerja siap.</p> <p>Kerja Soil Nailing</p>				
A	Kerja-kerja membekal dan menggerudi minima 100mm diameter lubang dengan pesongan 20° darjah, <i>reinforced with T25 steel bar</i> dengan kepanjangan minima 9m, <i>grout strength</i> minima 30Mpa ke atas <i>sheet pile wall</i> dengan jarak 1.5 c/c dan kerja-kerja megikut keperluan dan arahan P.P atau wakil P.P.	M	486		
B	Kerja-kerja membekal dan memasang kepingan <i>steel plate</i> minima saiz 200mm x 200mm x 12mm dan membina <i>soil nail head</i> saiz minima 300mm x 300mm x 150mm <i>concrete grade 30Mpa</i> dan kerja-kerja mengikut keperluan dan arahan P.P atau wakil P.P.	Nos	54		
C	Kerja-kerja menjalankan <i>Pull Out Test</i> untuk <i>soil nail</i> dengan <i>2 times working load</i> termasuk laporan dan kerja-kerja berkaitan dan arahan P.P atau wakil P.P.	Nos	2		
	<p>Horizontal Drain</p>				
D	Kerja-kerja membekal dan memasang <i>horizontal drain</i> 80mm diameter paip <i>UPVC</i> 6.0m panjang ditanam ke dalam tebing termasuk litupan <i>geotextile</i> di satu hujungnya dan dipasang pada jarak 3m setiap satu dan lain-lain kerja berkaitan mengikut arahan P.P atau wakil P.P.	Nos	28		
	<p>Slope Turfing</p>				
E	Membekal dan menyembur <i>hydroseeding</i> dengan <i>erosion control netting</i> atas cerun tambakan belakang <i>sheet pile</i> dan lain lain kerja berkaitan mengikut arahan P.P atau wakil P.P.	M2	960		
F	Membekal dan menanam <i>spot turfing</i> pada kawasan yang rosak akibat kerja-kerja pembaikan di sekitar kawasan cerun dan kerja-kerja lain mengikut arahan P.P atau wakil P.P.	M2	100		
JUMLAH DIBAWA KE RINGKASAN TENDER (RM)					

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL.	HURAIAN KERJA	UNIT	KUANTITI	KADAR (RM)	JUMLAH (RM)
	<p>Kuantiti bagi kerja-kerja berikut adalah sementara (<i>Provisional Quantity</i>), Bayaran akan dibuat berdasarkan kepada kuantiti sebenar di tapak yang akan dikira semula setelah kerja siap.</p> <p>Longkang Baru</p>				
A	Kerja-kerja membuka dan membuang 300mm x 300mm longkang bersaiz 75mm tebal ke tempat yang dibenarkan mengikut arahan P.P atau wakil P.P.	M	96		
B	Kerja mengorek tanah secara mekanikal bagi tujuan memasang longkang konkrit pratuang baru, kambus semula dari bahan korekan atau tanah import secara mekanikal serta memadat di sisi kanan dan kiri longkang.	M3	150		
C	Kerja-kerja membekal, menghampar dan memadatkan <i>lean concrete</i> gred 15 (1:3:6)-15mm (75mm purata tebal lantai) dan lain-lain kerja yang berkaitan mengikut arahan P.P atau wakil P.P.	M2	300		
D	Kerja-kerja membekal dan memasang 600mm x 600mm diameter <i>U-Drain (Interceptor Drain)</i> dengan ketebalan 100mm termasuk kerja penggalian serta lain kerja-kerja berkaitan mengikut arahan P.P atau wakil P.P.	M	80		
E	Kerja-kerja membekal dan memasang 300mm x 300mm diameter <i>V-Shape/U-shape (Berm Drain)</i> dengan ketebalan 100mm termasuk kerja penggalian serta lain kerja-kerja berkaitan mengikut arahan P.P atau wakil P.P.	M	80		
F	Kerja-kerja membekal dan memasang 300mm x 400mm diameter <i>U-Drain (Toe Drain)</i> dengan ketebalan 100mm termasuk kerja penggalian serta lain kerja-kerja berkaitan mengikut arahan P.P atau wakil P.P.	M	80		
G	Kerja-kerja membekal dan memasang 400 x 450mm diameter <i>U-Drain (Cascade Drain)</i> dengan ketebalan 100mm termasuk kerja penggalian serta lain kerja-kerja berkaitan mengikut arahan P.P atau wakil P.P.	M	140		
JUMLAH DIBAWA KE HIMPUNAN (RM)					

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL.	HURAIAN KERJA	UNIT	KUANTITI	KADAR (RM)	JUMLAH (RM)
	Longkang Baru				
A	Kerja-kerja membina <i>Sump</i> saiz minima 600mm x 600mm <i>concrete</i> dengan 225mm tebal termasuk 20mm tebal simen dan pasir (1:6) lepaan licin pada permukaan dinding dalam yang dihamparkan di atas <i>concrete bed</i> Gred 20 dengan <i>fabric reinforcement</i> BRC A8; dan keperluan kerja korekan, pengambusan, pelupusan bahan lebihan dan dibuang ketempat yang dibenarkan, acuan dan penyambungan seperti yang diarahkan dan lain-lain kerja berkaitan sepertimana arahan P.P atau wakil P.P.	Nos	6		
B	Kerja-kerja membekal dan memasang penutup untuk <i>sump</i> jenis <i>MS plate</i> berengsel dan diikat mati pada dinding mengikut saiz yang ditetapkan termasuk lain-lain kelengkapan mengikut arahan P.P atau wakil P.P.	Nos	6		
C	Membaiki dan memberihkan longkang sedia ada di kawasan cerun mengikut keadaan asal termasuk lain-lain kerja mengikut arahan P.P atau wakil P.P	Borong	-	-	
JUMLAH DIBAWA KE HIMPUNAN (RM)					

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL.	HURAIAN KERJA	UNIT	KUANTITI	KADAR (RM)	JUMLAH (RM)
<p>A</p> <p>B</p>	<p>HIMPUNAN :</p> <p>BIL NO. 5 : SALIRAN 1/3</p> <p>BIL NO. 5 : SALIRAN 2/3</p>				
JUMLAH DIBAWA KE RINGKASAN TENDER (RM)					

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL.	HURAIAN KERJA	UNIT	KUANTITI	KADAR (RM)	JUMLAH (RM)
	<p>Kuantiti bagi kerja-kerja berikut adalah sementara (<i>Provisional Quantity</i>), Bayaran akan dibuat berdasarkan kepada kuantiti sebenar di tapak yang akan dikira semula setelah kerja siap.</p> <p>Pembaikan Jalan Sediada</p> <p>A Membekal, menghampar, meratakan dan memadat 50mm tebal AC-14mm memakai (bitumen macadam) termasuk satu lapisan bitumen cecair (<i>tack coat</i>) disembur pada kadar 2 liter/meter persegi dan diletakkan oleh penurap set penyebar mekanikal, penggelek tandem keluli 8-10 tan dan penggelek tayar pneumatik untuk permukaan semula Jalan LP5/2 sebagai arahan arahan P.P atau wakil P.P.</p> <p>Membaiki Lorong Belakang</p> <p>B Membekal dan membaiki pulih lorong belakang rumah sedia ada dengan permukaan konkrit minimum 150mm tebal dengan lapisan keluli BRC A7 sebagai <i>buffer zone</i> di antara cerun dan rumah sedia ada dan kerja-kerja lain mengikut arahan P.P atau wakil P.P.</p>				
		M2	634		
		M2	308		
JUMLAH DIBAWA KE RINGKASAN TENDER (RM)					

SEKSYEN II

SCHEDULE OF DAYWORK RATES

PREAMBLES TO DAYWORK RATES

Any work ordered by the S.O. to be carried out by daywork shall be paid for at the rates entered hereunder subject to the following conditions:-

1. The rates entered for labour shall be deemed to include all on-costs associated with the employment of such labour including (inter alia), head office charges, overhead charges, profit, site expenses, subsistence allowances, time lost due to inclement weather, bonus, holiday and sick pay and other employee's fringe benefit(s), small tools and consumable stores, temporary equipment such as wedges temporary tracks, ladders, staging, scaffolding and all items of a similar nature unless these are provided or set up exclusively for day work.
2. The wages of gangers and leading hands working with their gangs shall be paid for at the appropriate rates, but the time of walking gangers, sub-foremen and foremen will not be included and shall be deemed to be included in the rates entered for labour under site supervision and staff.
3. Payment for overtime work, if chargeable and approved by the S.O. shall be made at the rates entered herein, but the time so worked as overtime shall be adjusted in the same proportion as that used for the paying the normal workmen on the site and approved by the S.O. Thus if a man works 1 hour overtime for which the rate payable is double time, payment shall be made for 2 hours at the rate entered in the dayworks schedule.

NOTE: Overtime is working time over and above 8 hours per working day including Saturday or 48 hours per week.

4. The cost of special watching and lighting necessitated by day works shall be included in the rates.
5. The rates entered for plant shall apply only to plant which the Contractor has available on the site. Such rates shall be deemed to include all overhead charges, profit, site supervision and staff, hire charges, fuel, maintenance, consumable stores, spare parts, insurances, depreciation etc. but shall exclude the cost of wages for drivers and operators which shall be payable separately as dealt with under paragraph 1 above.
6. Payment for mechanically operated plant shall be made only at such times as the plant is engaged in day work and shall exclude all standing, idle or down time.
7. If any workmen or items of plant on day work do not readily belong to any classification included in the schedule or inserted by the Contractor at the time of tendering, the S.O. shall determine the equivalent classification to be adopted for such workmen or items or plant, and payment for such will be made accordingly.
8. The rates inserted by the Contractor shall be realistic rates in conformity with those on which his tender has been based and shall be based on conditions prevailing at the time of tender but bearing in mind that claims for escalation will not be entertained.

PREAMBLES TO DAYWORK RATES - (Cont'd)

9. The rates inserted shall be subjected to agreement with the S.O. as to their reasonableness and subject to such agreement shall be used as day work rates.
10. The day works rates entered hereunder and agreed by the S.O. shall not be further subjected to the fifteen per cent (15%) addition as stipulated in Clause 25.2 of the Conditions of Contract.
11. The Contractor shall produce for verification to the S.O. vouchers specifying the time and materials employed on the work. If required, the Contractor shall also produce his receipted bills and wages books in support of his accounts.
12. Where special mechanical plant is required for use on day works, the cost to be paid to the Contractor shall be subject to the agreement by the S.O.
13. Only time on work actually done will be allowed. A 'day' is considered to be normal working day of 8 hours. Fraction of a day will be paid for pro-rata.
14. Rates for power driven tools are not included in the labour rates but charges for hand tools shall be deemed to be included.

DAYWORK RATES

1. LABOUR

Only time on work will be allowed. A 'DAY' is considered to be a normal working day of eight (8) hours. Fractions of a day will be paid for "pro-rata".

Items	Description	Unit	Rate (RM)
1	General Labour (M)	Manday	
2	General Labour (F)	Manday	
3	Mason	Manday	
4	Carpenter and Joiner	Manday	
5	Concretor	Manday	
6	Steel Bar Bender & Fixer	Manday	
7	Steel & Iron Worker	Manday	
8	Painter	Manday	
9	Plasterer	Manday	
10	Brick Layer	Manday	
11	Drain Layer	Manday	
12	Welder	Manday	
13	Charge Hand / Ganger	Manday	
14	Plant Operator	Manday	
15	Fitter	Manday	
16	Pneumatic Tool Operator	Manday	
17	Lorry Driver	Manday	
18	Blasting Operator	Manday	

1. LABOUR (cont'd)

Items	Description	Unit	Rate (RM)
19	Blasting Worker	Manday	
20	Bitumen Worker	Manday	
21	Watchmen	Manday	
22	Piling Labourer	Manday	
23	Piling Serang	Manday	
24	Piling Rigger	Manday	

2. PLANT

(Person tendering are to enter the size or capacity of plant they proposed to have on site, where not stated).

Items	Description	Capacity	Unit	Rate (RM)
1	(a) Bulldozer	_____ HP	Hour	
	(b) - ditto -	_____ HP	Hour	
	(c) - ditto -	_____ HP	Hour	
2	(a) Bulldozer with ripper	_____ HP	Hour	
	(b) - ditto -	_____ HP	Hour	
3	(a) Motor - grader	_____ HP	Hour	
	(b) - ditto -	_____ HP	Hour	
4	(a) Fully hydraulic excavator	_____ HP	Hour	
	(b) - ditto -	_____ HP	Hour	
5	Hydraulic Rock Breaker	_____ HP	Hour	

2. PLANT (cont'd)

Items	Description	Capacity	Unit	Rate (RM)
6	<u>Tractors</u>			
	(a) - crawler type bull or angle dozer blade and/or ripper	_____ HP	Hour	
	(b) - ditto -	_____ HP	Hour	
	- wheel	_____ HP	Hour	
	- shovel	_____ cu.m	Hour	
	- agriculture		Hour	
7	(a) Wheeled Hydraulic Shovel	_____ cu.m	Hour	
	(b) - ditto -	_____ cu.m	Hour	
8	(a) Tracked Hydraulic Shovel	_____ cu.m	Hour	
	(b) - ditto -	_____ cu.m	Hour	
9	Backhoe Excavator/Loader	_____ cu.m	Hour	
10	Wheel Loader	_____ cu.m	Hour	
11	(a) Dragline Excavator	_____ cu.m	Hour	
	(b) - ditto -	_____ cu.m	Hour	
12	(a) Scrapper	_____ cu.m	Hour	
	(b) - ditto -	_____ cu.m	Hour	
13	(a) Clamshell Excavator	_____ cu.m	Hour	
	(b) - ditto -	_____ cu.m	Hour	
14	Bucket - wheeled excavator	_____ cu.m	Hour	
15	(a) Asphalt Paver	_____ cu.m	Hour	
	(b) - ditto -	_____ cu.m	Hour	
16	(a) Dump-truck (dumper)	_____ cu.m	Hour	
	(b) - ditto -	_____ cu.m	Hour	
17	(a) Mobile Crane	_____ cu.m	Hour	
	(b) - ditto -	_____ cu.m	Hour	
18	(a) Self Propelled Single Vibrating Roller	_____ cu.m	Hour	
	(b) - ditto -	_____ cu.m	Hour	

2. PLANT (cont'd)

Items	Description	Capacity	Unit	Rate (RM)
19	(a) Self - propelled tandem vibrating rolling	_____ tonne	Hour	
	(b) - ditto -	_____ tonne	Hour	
20	(a) Pneumatic Tyred Roller	_____ tonne	Hour	
	(b) - ditto -	_____ tonne	Hour	
21	(a) Sheepfoot Roller	_____ tonne	Hour	
	(b) - ditto -	_____ tonne	Hour	
22	(a) Steel Wheeled Roller	_____ tonne	Hour	
	(b) - ditto -	_____ tonne	Hour	
23	(a) Towed Vibrating Roller	_____ tonne	Hour	
	(b) - ditto -	_____ tonne	Hour	
24	(a) Rammer	_____ kg	Hour	
	(b) - ditto -	_____ kg	Hour	
25	(a) Tamper	_____ kg	Hour	
	(b) - ditto -	_____ kg	Hour	
26	Concrete Asphalt Cutter	_____ kg	Hour	
27	Lorries			
	(a) Ordinary	_____ tonne	Hour	
	(b) Heavy Haulage	_____ tonne	Hour	
28	Water truck..... (type) including spraying equipment	_____ gals	Hour	
29	(a) Pile Driving Machine	_____ pile	Hour	
	(b) - ditto -	_____ pile	Hour	
30	(a) Concrete Mixer	_____ cu.m	Hour	
	(b) - ditto -	_____ cu.m	Hour	
	(c) - ditto - (open drum)	_____ cu.m	Hour	
	(d) - ditto - (weight batcher)	_____ cu.m	Hour	

2. PLANT (cont'd)

Items	Description	Capacity	Unit	Rate (RM)
31	<u>Pumps</u>			
	(a) Portable including foot valve, suction hose up to 60ft of delivery hose and all fittings	_____ c.c	Hour	
	(b) - ditto - (diesel or petrol driven)	_____ c.c	Hour	
	(c) - ditto -	_____ c.c	Hour	
32	Generating	_____ KVA	Hour	
33	<u>Compressor</u>			
	(a) Portable (including tools and hose)	_____ c.f.m	Hour	
	(b) - ditto -	_____ c.f.m	Hour	
	(c) - ditto - mobile (including tools and hose)	_____ c.f.m	Hour	
34	<u>Welding and cutting set</u>			
	(a) Oxyacetylene inclusive of oxygen and acetylene)	_____ each	Hour	
	(b) - ditto - electric arc	_____ each	Hour	
35	Any item not included above:			
	(a)			
	(b)			
	(c)			
	(d)			
	(e)			

(Contractor)

Date:

(Witness)

Date:

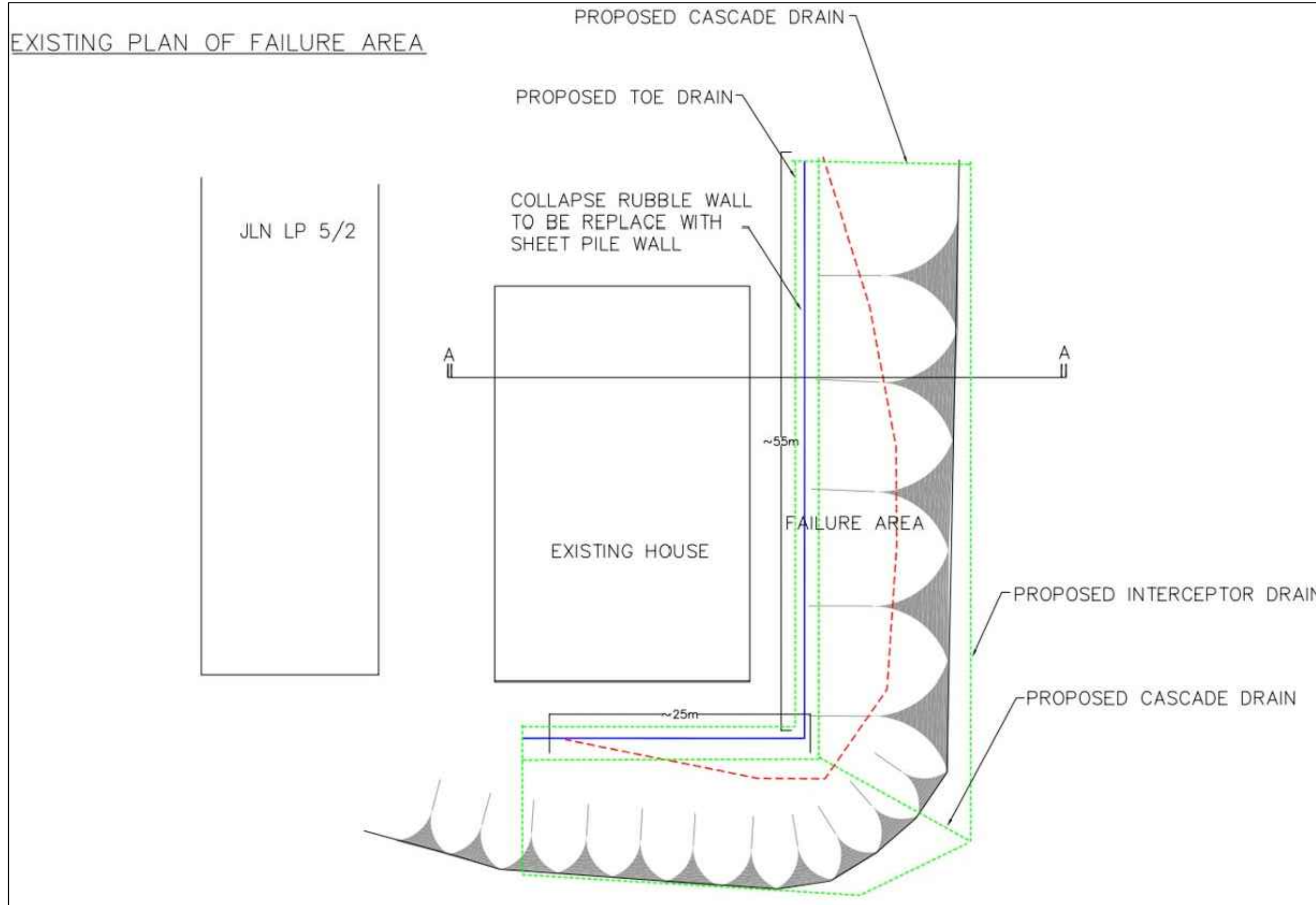
SEKSYEN II

SENARAI LUKISAN

SENARAI LUKISAN

CADANGAN KERJA-KERJA PEMBAIKAN CERUN RUNTUH DI JALAN LP 5/2, LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN.

BIL	TAJUK LUKISAN	NO. LUKISAN	SAIZ LUKISAN
1	PELAN TAPAK	LUK. 1	A4
2	KERATAN RENTAS	LUK. 2	A4
3	TYPICAL CROSS SECTION : CAPPING BEAM	LUK. 3	A4
4	TYPICAL CROSS SECTION : CAPPING BEAM	LUK. 4	A4



NO. FAIL :
 NOTA :
 PROJEK:
 CADANGAN KERJA - KERJA PEMBAIKAN
 CERUN RUNTUH DI JALAN LP 5/2,
 LESTARI PERDANA, SERI KEMBANGAN,
 SELANGOR DARUL EHSAN

DISEMAK OLEH :

DILULUSKAN OLEH :

PEMLIK :

JABATAN KEJURUTERAAN
 MAJLIS BANDARAYA SUBANG JAYA,
 USJ 5, PERSIARAN PERPADUAN,
 47610 SUBANG JAYA,
 SELANGOR DARUL EHSAN.

TAJUK :
PELAN TAPAK

DILUKIS OLEH : MOHD AMRAN BIN HUSIN
 DISEMAK OLEH : EN. ROSTAM BIN SALLEH
 DILULUSKAN OLEH : Ir. ROSLI BIN MOHAMMAD YUNUS
 TARIKH : 12 / 09 / 2023
 SKALA : N.T.S
 NO. LUKISAN : LUK. 1

NO. FAIL :

NOTA :

PROJEK:
 CADANGAN KERJA - KERJA PEMBAIKAN
 CERUN RUNTUH DI JALAN LP 5/2,
 LESTARI PERDANA, SERI KEMBANGAN,
 SELANGOR DARUL EHSAN

DISEMAK OLEH :

DILULUSKAN OLEH :

PEMLIK :



JABATAN KEJURUTERAAN
 MAJLIS BANDARAYA SUBANG JAYA,
 USJ 5, PERSIARAN PERPADUAN,
 47610 SUBANG JAYA,
 SELANGOR DARUL EHSAN.

TAJUK :

KERATAN RENTAS

DILUKIS OLEH : MOHD AMRAN BIN HUSIN

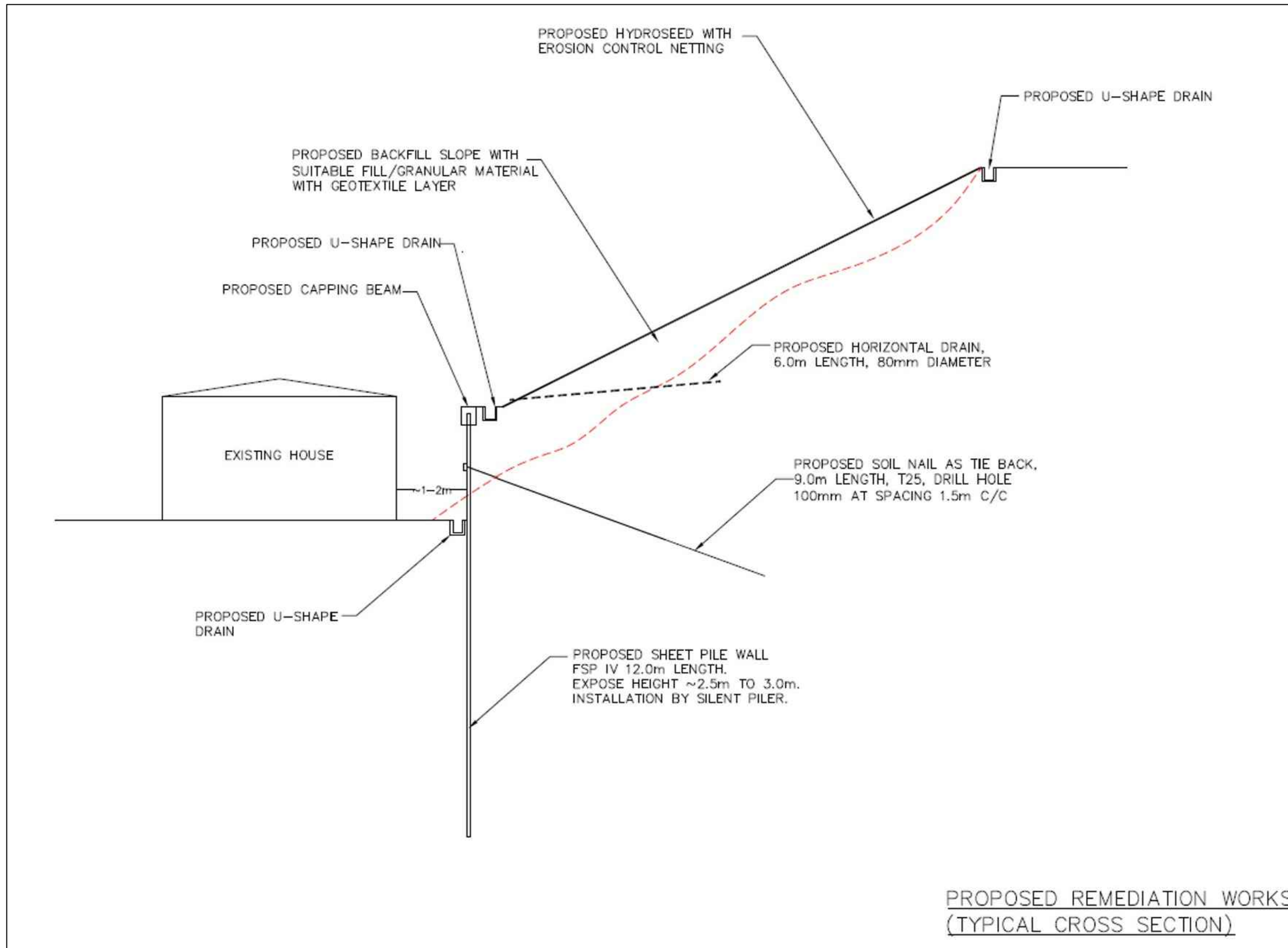
DISEMAK OLEH : EN. ROSTAM BIN SALLEH

DILULUSKAN OLEH : Ir. ROSLI BIN MOHAMMAD YUNUS

TARIKH : 12 / 09 / 2023

SKALA : N.T.S

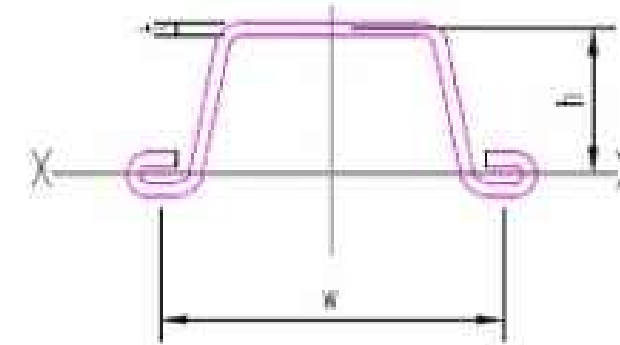
NO. LUKISAN : LUK. 2



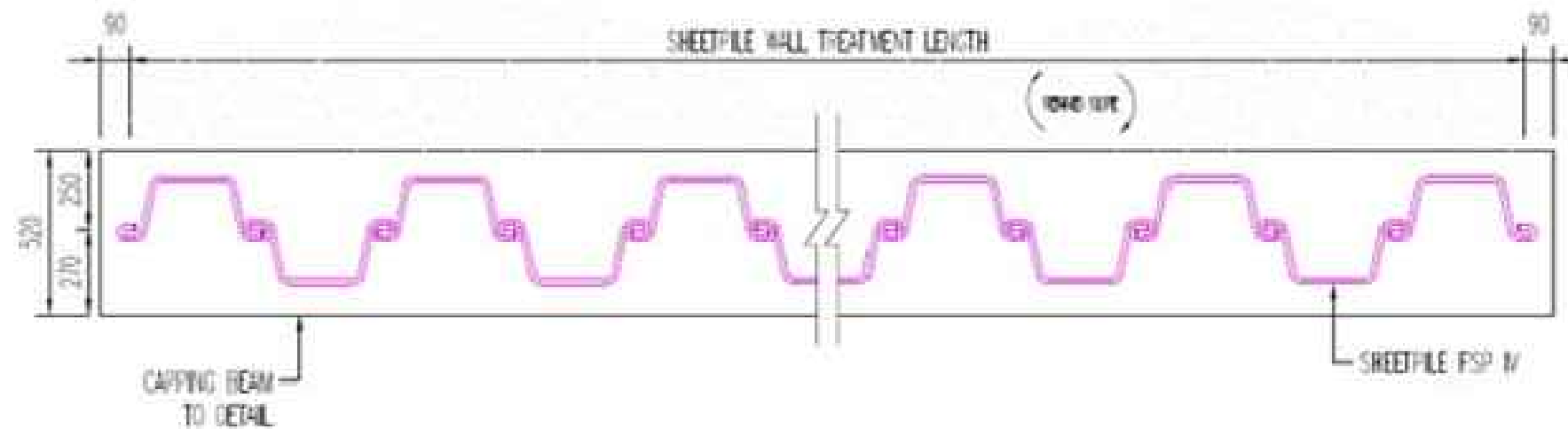
PROPOSED REMEDIATION WORKS
(TYPICAL CROSS SECTION)

TABLE 1 : SHEETPILE PROPERTIES

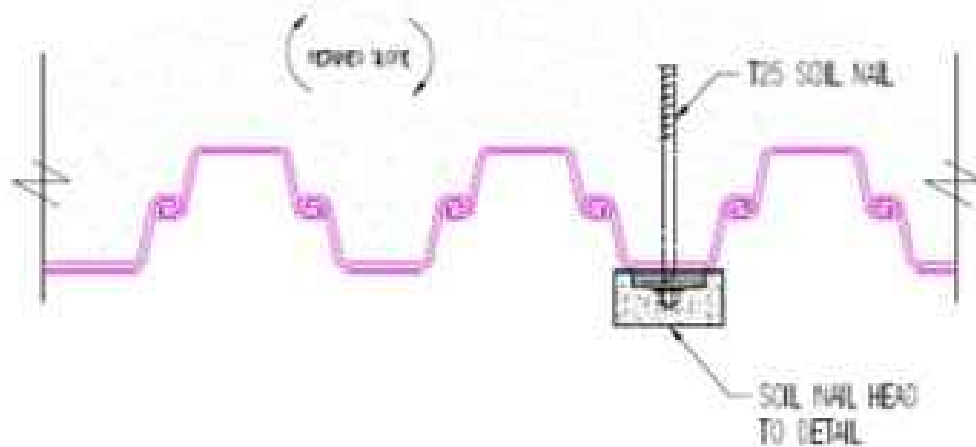
SECTION	DIMENSIONS			SECTIONAL AREA	WEIGHT		MOMENT OF INERTIA		SECTION MODULUS	
	w	h	t	PER PILE	PER PILE	PER PILE WIDTH	PER PILE	PER PILE WIDTH	PER PILE	PER PILE WIDTH
	mm	mm	mm	cm ²	kg/m	kg/m ²	cm ⁴	cm ⁴ /m	cm ³	cm ³ /m
FSP-IV	400	170	15.5	96.99	76.1	190	4.670	38,600	362	2,270



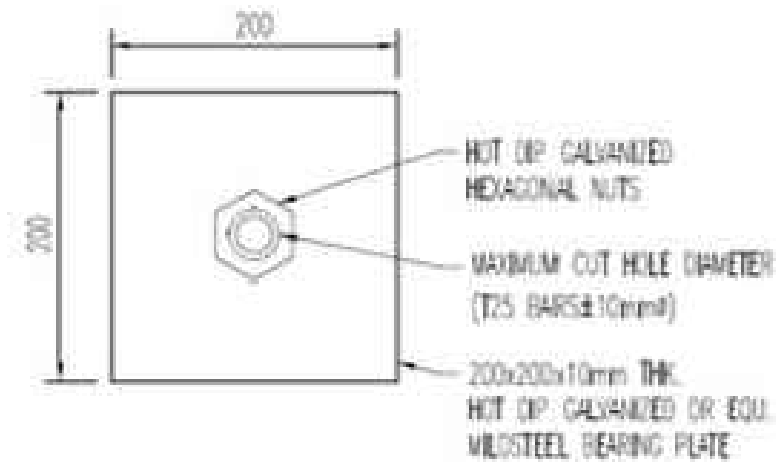
SHEET PILE DIMENSION



TYPICAL DETAIL OF SHEETPILE ARRANGEMENT



SECTION A - A



SOIL NAIL SUPPORT BEARING PLATE DETAIL

NO. FAIL :

NOTA :

PROJEK:

CADANGAN KERJA PEMBAIKAN CERUN DI JALAN LP 5/2 LESTARI PERDANA, SERI KEMBANGAN, SELANGOR DARUL EHSAN (MAJLIS BANDARAYA SUBANG JAYA)

DISEMAK OLEH :

DILULUSKAN OLEH :

PEMLIK :



JABATAN KEJURUTERAAN
MAJLIS BANDARAYA SUBANG JAYA,
USJ 5, PERSIARAN PERPADUAN,
47610 SUBANG JAYA,
SELANGOR DARUL EHSAN.

TAJUK :

TYPICAL CROSS SECTION CAPPING BEAM

DILUKIS OLEH : MOHD AMRAN BIN HUSIN

DISEMAK OLEH : EN. ROSTAM BIN SALLEH

DILULUSKAN OLEH : Ir. ROSLI BIN MOHAMMAD YUNUS

TARIKH : 07 / 11 / 2023

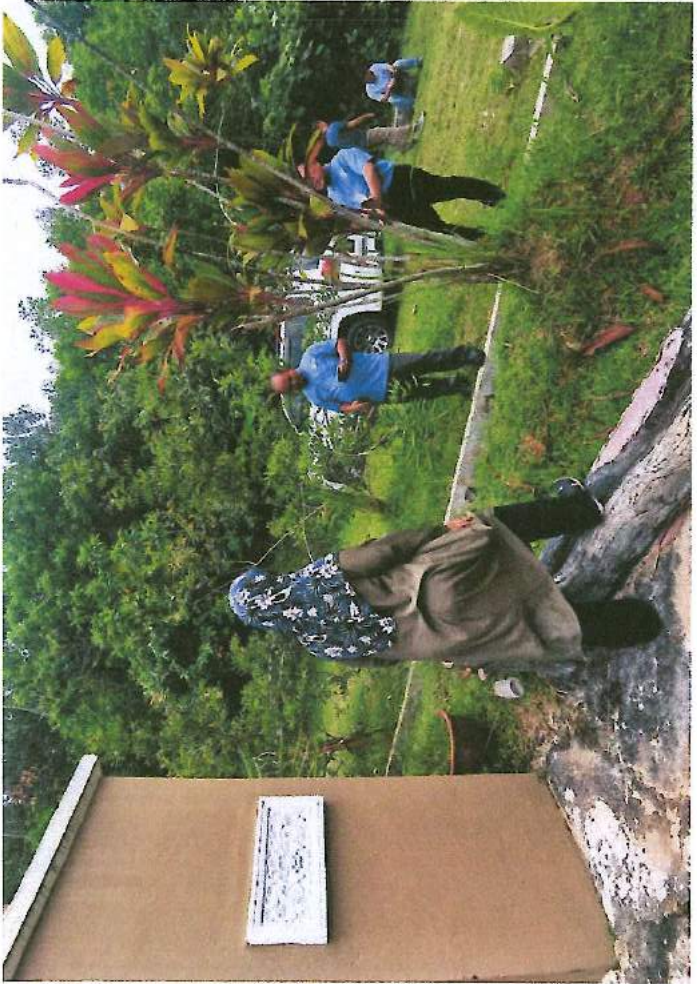
SKALA : 1 - 200

NO. LUKISAN : LUK. 4



LOKASI : JALAN LP 5/2, TAMAN LESTARI PERDANA

Dokumen Meja Terkawal



Dokumen Meja Terkawal

