



**JABATAN PEMBANGUNAN KOMUNITI &
KESEJAHTERAAN BANDAR
DEWAN BANDARAYA KUALA LUMPUR**

DOKUMEN TENDER

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6)
UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH,
KUALA LUMPUR**

**JABATAN PEMBANGUNAN KOMUNITI DAN KESEJAHTERAAN BANDAR
DEWAN BANDARAYA KUALA LUMPUR**

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI
KAWASAN PA HANG TUAH, KUALA LUMPUR
ISI KANDUNGAN**

BIL	PERKARA	MUKA SURAT
	SENARAI SEMAKAN PENYEDIAAN DOKUMEN e-PEROLEHAN KERJA	SPD/1
	SURAT AKUAN PEMBIDA	SAP/1 – SAP/2
	SURAT AKUAN PEMBIDA UNTUK MELAKSANAKAN PROGRAM <i>PROFESSIONAL TRAINING AND EDUCATION FOR GROWING ENTREPRENEURS – READY TO WORK (PROTÊGE-RTW)</i>	SAP/3
	KOD ETIKA KONTRAKTOR / PERUNDING DATUK BANDAR KUALA LUMPUR	KE/1-8
	BORANG PEMBERITAHUAN PEMUNYA BENEFISIAL	BO/1
BAHAGIAN 1	SURAT AKUAN SYARIKAT DALAM MENANGANI JENAYAH PEMERDAGANGAN ORANG DAN BURUH PAKSA	SA/1
	SENARAI SEMAK KECUKUPAN DOKUMEN WAJIB DIISI / DISERAH BERSAMA DOKUMEN TENDER	SSD/1-2
	SENARAI SEMAKAN MENGISI DOKUMEN TENDER	SS/1 – SS/5
BAHAGIAN 2	ARAHAN DAN SYARAT-SYARAT AM KEPADA PETENDER	AKP/1 – 18
BAHAGIAN 3	HARGA INDIKATIF JABATAN DAN TEMPOH SIAP KERJA MAKSIMUM	HIJ/1
BAHAGIAN 4	BORANG TENDER	FT/1 - FT/5
BAHAGIAN 5	SYARAT-SYARAT AM KONTRAK - Borang DBKL 203@203A (Rev. 1/2010) (yang mana berkaitan)	1-50
	ADDENDUM NO.1 - 8 TO THE CONDITIONS OF CONTRACT	
BAHAGIAN 6	SKOP KERJA	SK/1 – SK/18
BAHAGIAN 7	RINGKASAN TENDER	RT/1 – RT/2
BAHAGIAN 8	PREAMBLES TO BILL OF QUANTITIES	PBQ/1- PBQ/4
	SENARAI KUANTITI	BQ 1/1 – BQ 1/15
BAHAGIAN 9	SPESIFIKASI SPESIFIKASI AM SPESIFIKASI TEKNIKAL (LIF)	SPEC/1 – SPEC/4 SPEC/5 – SPEC/34
BAHAGIAN 10	JADUAL DATA TEKNIKAL / BORANG CADANGAN PETENDER (jika berkaitan)	DT/1 – DT/14
BAHAGIAN 11	LAMPIRAN	
Lampiran A -	<i>Borang Jaminan Bank / Insurans Untuk Bon Pelaksanaan (Kontrak Kerja)</i>	
Lampiran B -	<i>Borang Jaminan Bank / Jaminan Syarikat Kewangan / Jaminan Insurans Untuk Bayaran Pendahuluan (Kerja)</i>	
Lampiran C -	<i>Borang Maklumat Petender (BRG/JP/BPP(Pind.2/2025))</i>	
Lampiran D -	<i>Senarai dan Tugas Panel Syarikat Insurans/Broker Insurans/Broker Takaful DBKL</i>	

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR

BAHAGIAN 1.

- **SENARAI SEMAK PENYEDIAAN DOKUMEN e-PEROLEHAN**
- **SURAT AKUAN PEMBIDA**
- **SURAT AKUAN PEMBIDA PERLAKSANAAN PROGRAM PROTÉGÉ READY TO WORK**
- **KOD ETIKA KONTRAKTOR DAN PERUNDING DATUK BANDAR KUALA LUMPUR**
- **SENARAI SEMAK KECUKUPAN DOKUMEN WAJIB DIISI / DISERAH BERSAMA DOKUMEN TENDER**
- **SENARAI SEMAK MENGISI DOKUMEN TENDER**

SENARAI SEMAKAN PENYEDIAAN DOKUMEN E-PEROLEHAN KERJA

BIL	PERKARA	DOKUMEN WAJIB DIISI & DICETAK
BAHAGIAN 1	KULIT MUKA DOKUMEN TENDER / SEBUTHARGA ISI KANDUNGAN	✓
	SENARAI SEMAKAN PENYEDIAAN DOKUMEN E-PEROLEHAN KERJA	
	SURAT AKUAN PEMBIDA	
	SURAT AKUAN PEMBIDA UNTUK MELAKSANAKAN PROGRAM <i>PROFESSIONAL TRAINING AND EDUCATION FOR GROWING ENTREPRENEURS – READY TO WORK (PROTÉGE-RTW)</i>	
	KOD ETIKA KONTRAKTOR / PERUNDING DATUK BANDAR KUALA LUMPUR	✓
	BORANG PEMBERITAHUAN PEMUNYA BENEFISIAL	
	SURAT AKUAN SYARIKAT DALAM MENANGANI JENAYAH PEMERDAGANGAN ORANG DAN BURUH PAKSA	
	SENARAI SEMAK KECUKUPAN DOKUMEN WAJIB DIISI / DISERAH BERSAMA DOKUMEN TENDER	
	SENARAI SEMAKAN MENGISI DOKUMEN TENDER	
	BAHAGIAN 2	ARAHAN DAN SYARAT-SYARAT AM KEPADA PETENDER
BAHAGIAN 3	HARGA INDIKATIF JABATAN DAN TEMPOH SIAP KERJA MAKSIMUM	-
BAHAGIAN 4	BORANG TENDER	✓
BAHAGIAN 5	SYARAT-SYARAT AM KONTRAK (<i>Borang DBKL 203@ 203A {Rev.1/2010}</i>) – (<i>Mana Yang Berkaitan</i>)	-
	ADDENDUM NO. 1 - 8 TO THE CONDITIONS OF CONTRACT	-
BAHAGIAN 6	SKOP KERJA	-
BAHAGIAN 7	RINGKASAN TENDER	✓
BAHAGIAN 8	SENARAI KUANTITI	✓
BAHAGIAN 9	SPESIFIKASI	-
BAHAGIAN 10	JADUAL DATA TEKNIKAL / BORANG CADANGAN PETENDER (jika berkaitan)	✓
BAHAGIAN 11	LAMPIRAN	
<i>Lampiran A</i>	<i>Borang Jaminan Bank/Insurans Untuk Bon Pelaksanaan (Kontrak Kerja)</i>	-
<i>Lampiran B</i>	<i>Borang Jaminan Bank/ Jaminan Syarikat Kewangan / Jaminan Untuk Bayaran Pendahuluan (Kerja)</i>	-
<i>Lampiran C</i>	<i>Borang Maklumat Petender BRG/JP/BPP(Pind.2/2025)</i>	✓
<i>Lampiran D</i>	<i>Senarai dan Tugas Panel Syarikat Insurans/Broker Insurans/Broker Takaful DBKL</i>	-
BAHAGIAN 12	LUKISAN / GAMBARAJAH (jika perlu)	-

NOTA :

- DOKUMEN WAJIB CETAK, DIJILID** dan dimasukkan dalam sampul surat berlakri. Dokumen yang lengkap hendaklah di**HANTAR** ke Jabatan Pentadbiran, Bhg. Pengurusan Perolehan
- Sekiranya dokumen **TIDAK LENGKAP**, tender akan **DIGAGALKAN**.

SURAT AKUAN PEMBIDA

Bagi

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR

Saya,* No.K/P: yang mewakili
** Nombor Pendaftaran
 KKM:..... PKK:
 CIDB:..... ROC:.....

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 **Dewan Bandaraya Kuala Lumpur** 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 **Dewan Bandaraya Kuala Lumpur** atau mana-mana orang lain sebagai dorongan untuk dipilih dalam perolehan seperti di atas, maka saya sebagai wakil syarikat bersetuju tindakan-tindakan berikut boleh diambil:

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

3. Saya sesungguhnya faham bahawa tindakan berikut akan diambil :

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

SAP/1

4. Sekiranya terdapat mana-mana orang cuba memperolehi atau meminta apa-apa suapan daripada saya atau mana-mana orang yang berkaitan dengan syarikat ini sebagai dorongan untuk dipilih dalam perolehan seperti di atas, maka saya berjanji akan dengan segera melaporkan perbuatan tersebut

kepada pejabat Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran. Saya sedar bahawa kegagalan saya berbuat demikian adalah merupakan suatu kesalahan di bawah seksyen 25 (1) Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694] dan boleh dihukum di bawah seksyen 25 (2) akta yang sama, apabila disabitkan boleh didenda tidak melebihi RM100,000 atau penjara selama tempoh tidak melebihi sepuluh tahun atau kedua-duanya

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

Yang benar,

Tandatangan :

Nama :

No.KP :

Tarikh :

Cop Syarikat :

Catatan:

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

PERINGATAN : Surat Akuan Pembida ini WAJIB diisi dan ditandatangani.

**SURAT AKUAN PEMBIDA UNTUK MELAKSANAKAN
PROGRAM PROFESSIONAL TRAINING AND EDUCATION FOR GROWING ENTREPRENEURS –
READY TO WORK (PROTÊGÊ-RTW)**

Kepada

DATUK BANDAR KUALA LUMPUR

Sebut Harga/Tender:

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN
PA HANG TUAH, KUALA LUMPUR**

Saya, No.K/P: yang mewakili

Syarikat.....

Nombor Pendaftaran..... (*MOF/CIDB)

dengan ini mengisytiharkan bahawa saya akan melaksanakan program PROTÊGÊ-RTW jika dipilih untuk sebut harga/tender ini mengikut had nilai ambang (*threshold value*) dan bilangan minimum peserta program PROTÊGÊ-RTW seperti yang ditetapkan di dalam syarat sebut harga/tender.

2. Sekiranya saya tidak melaksanakan program PROTÊGÊ-RTW mengikut had nilai ambang (*threshold value*) dan bilangan minimum peserta setelah dipilih untuk sebut harga/tender ini, maka Datuk Bandar Kuala Lumpur boleh mengambil tindakan ke atas syarikat saya berdasarkan syarat/klausa kontrak dan syarikat saya mungkin tidak akan dipertimbangkan untuk sebutharga/tender perolehan Dewan Bandaraya Kuala Lumpur pada masa akan datang.

Yang Benar,

.....
Nama:

Kad Pengenalan:

Cop Syarikat:

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

PERINGATAN : SURAT AKUAN PEMBIDA INI WAJIB DIISI DAN DITANDATANGAN BAGI PEROLEHAN MERUJUK KEPADA NILAI AMBANG YANG TELAH DITETAPKAN DALAM PARA 15 ARAHAN DAN SYARAT-SYARAT AM KEPADA PETENDER.

KOD ETIKA KONTRAKTOR/PERUNDING DATUK BANDAR KUALA LUMPUR**1.0 PENGENALAN**

Datuk Bandar Kuala Lumpur komited dalam memastikan proses perolehan yang dilaksanakan oleh Dewan Bandaraya Kuala Lumpur (DBKL) memberi peluang penyertaan terbuka kepada semua pihak yang layak bersaing serta dilaksanakan dengan telus dan adil mengikut dasar serta peraturan piawaian urusan perolehan.

Kod Etika Kontraktor/Perunding Datuk Bandar Kuala Lumpur ini digunapakai kepada semua Kontraktor seperti takrifan di bawah, yang terlibat di dalam proses perolehan DBKL dalam pemberian atau pelaksanaan kontrak kerja, bekalan, perkhidmatan, perolehan am dan perkhidmatan perunding.

Prinsip-prinsip yang digariskan dalam kod etika ini adalah selaras dengan prinsip-prinsip perolehan DBKL dari aspek akauntabiliti, ketelusan, nilai faedah terbaik, persaingan terbuka serta adil dalam memastikan amalan tadbir urus baik (*good governance practices*) perolehan DBKL.

2.0 DEFINISI

Terma-terma yang disenaraikan digunakan di dalam Kod ini dan penerangan maksud adalah seperti berikut :-

- 2.1 **Ahli Keluarga** bermaksud seorang anggota keluarga dan termasuk suami-isteri, ibu-bapa, anak (termasuk anak angkat dan anak tiri), saudara lelaki dan saudara perempuan pegawai DBKL serta suami/isteri kepada anak, saudara lelaki atau saudara perempuan pegawai DBKL.
- 2.2 **Ahli Lembaga Penasihat** bermaksud mana-mana orang yang dilantik di bawah Peraturan-Peraturan Lembaga Penasihat Bandaraya Kuala Lumpur 7989 (P.U (A) 772).
- 2.3 **Datuk Bandar** bermaksud Datuk Bandar Kuala Lumpur dan termasuk mana-mana Pengarah Jabatan dan mana-mana Pegawai DBKL yang diperwakilkan kuasa secara sah oleh Datuk Bandar bagi menguruskan proses perolehan kerja, bekalan dan perkhidmatan tersebut yang akan dilaksanakan oleh Kontraktor/Perunding.
- 2.4 **Hadiah** bermaksud pemindahan samada dengan nilai atau tanpa nilai yang bersamaan apa-apa barangan atau kepentingan, yang nyata atau tidak nyata termasuk tetapi tidak terhad kepada wang, harta alih atau tak alih, kenderaan, tambang percuma, saham, tiket loteri, kemudahan perjalanan, hiburan, perkhidmatan, keahlian kelab, apa-apa bentuk diskaun atau komisen, hamper, barang kemas, perhiasan, apa-apa pemberian, cenderamata, pinjaman, akujanji, keraian, hospitaliti, janji, tiket hiburan, atau kejohanan sukan, perjalanan hujung minggu, permainan golf, pinjaman peralatan, atau lain-lain barang atau kepentingan yang bermaksud untuk mempengaruhi atau meletakkan jajahan pengaruh atau memberikan ganjaran kepada individu atau entiti sama ada yang diberi kepada atau diterima oleh Pegawai DBKL itu, ahli keluarganya atau mana-mana orang lain, bagi pihaknya.

- 2.5 **Kontraktor** bermaksud individu, entiti, firma, perkongsian atau syarikat yang berurusan atau membuat urus niaga dengan DBKL dalam skop Kod Etika ini dan termasuklah pembekal yang dilantik DBKL dan bercadang untuk mengadakan atau sedang terikat kepada ikatan dalam kontrak dengan DBKL.
- 2.6 **Pegawai DBKL** bermaksud seseorang anggota tetap, sementara atau kontrak yang bekerja dengan Datuk Bandar dan termasuklah pekerja-pekerja dalam Kumpulan Perusahaan dan Pekerja Rendah.
- 2.7 **Perunding** adalah mana-mana individu atau firma yang berdaftar di bawah mana-mana undang-undang bertulis atau badan ikhtisas yang dilantik berdasarkan kepada kepakaran dan pengalaman profesional bagi melaksanakan perkhidmatan profesional sama ada bagi sesebuah projek pembangunan fizikal atau bukan fizikal.
- 2.8 **Rasuah** bermaksud penerimaan atau pemberian suapan sebagai upah atau dorongan untuk seseorang individu kerana melakukan atau tidak melakukan sesuatu perbuatan yang berkaitan dengan tugas rasmi
- 2.9 **Suapan** bermaksud :-
- (i) Wang, derma, along, pinjaman, fi, hadiah, cagaran berharga, harta atau kepentingan mengenai harta, iaitu apa-apa jenis harta, sama ada alih atau tak alih, faedah kewangan, atau apa-apa manfaat seumpama itu yang lain;
 - (ii) apa-apa jawatan, kebesaran, pekerjaan, kontrak pekerjaan atau perkhidmatan, dan apa-apa perjanjian untuk memberikan pekerjaan atau memberikan perkhidmatan atas apa-apa sifat;
 - (iii) apa-apa bayaran, pelepasan, penunaian atau penyelesaian apa-apa pinjaman, obligasi atau liabiliti lain, sama ada keseluruhannya atau sebahagian daripadanya;
 - (iv) apa-apa jenis balasan berharga, apa-apa diskaun, komisen, rebat, bonus, potongan atau peratusan;
 - (v) apa-apa perbuatan menahan diri daripada menuntut apa-apa wang atau nilai wang atau benda berharga;
 - (vi) apa-apa jenis perkhidmatan atau pertolongan lain, termasuk perlindungan daripada apa-apa penalti atau ketidakupayaan yang dikenakan atau yang dikhuatiri atau daripada apa-apa tindakan atau prosiding yang bersifat tatatertib, sivil atau jenayah, sama ada atau tidak sudah dimulakan, dan termasuk penggunaan atau menahan diri daripada menggunakan apa-apa hak atau apa-apa kuasa atau kewajipan rasmi; dan
 - (vii) apa-apa tawaran, aku janji atau janji, sama ada bersyarat atau tidak bersyarat, untuk memberikan suapan mengikut pengertian mana-mana perenggan (a) hingga (f).

- 2.10 **Pegawai Penguasa** adalah pegawai yang dilantik oleh Datuk Bandar untuk bertanggungjawab mengawal selia dan memberi arahan kerja menurut peruntukan pengurusan perolehan tender, sebut harga atau pembelian terus serta segala berkaitan urusan pembekalan dan obligasi di bawah kontrak dilaksanakan oleh Kontraktor/Perunding.

3.0 PRINSIP-PRINSIP

Pengurusan DBKL adalah komited dalam memastikan atau menjangka semua urusan berkaitan perolehan dan pentadbiran kontrak Datuk Bandar adalah berteraskan amalan tadbir urus yang baik. Bagi maksud tersebut, para Kontraktor/Perunding adalah diwajibkan untuk mematuhi prinsip-prinsip berikut:-

3.1 Jujur Dan Amanah Dalam Melaksanakan Tanggungjawab

Semua Kontraktor/Perunding dan wakil mereka hendaklah menjalankan transaksi perniagaan dan aktiviti-aktiviti mereka dengan jujur, amanah, bertanggungjawab dan berintegriti.

Kontraktor/Perunding serta mana-mana wakilnya hendaklah:

- (i) Merekod dan melaporkan secara jujur dan tepat semua maklumat perniagaan;
- (ii) Bertanggungjawab menjaga dan melindungi aset fizikal dan intelektual DBKL, termasuk hartanah serta bekalan dan peralatan apabila diberi kuasa oleh DBKL untuk menggunakan aset tersebut; dan
- (iii) Memastikan semua rekod, komunikasi dan pendedahan yang berkaitan dengan DBKL dibuat dengan penuh adil, tepat pada masanya dan boleh difahami.

3.2 Mematuhi Undang-undang dan Peraturan

Semua Kontraktor/Perunding DBKL termasuk mana-mana wakilnya hendaklah menerima dan mematuhi semua undang-undang dan peraturan yang sedang berkuatkuasa ketika menyertai mana-mana proses perolehan DBKL dan menjalankan mana-mana obligasi di bawah kontrak DBKL.

Kontraktor/Perunding serta mana-mana wakilnya hendaklah :

- (i) Mematuhi terma dan syarat-syarat yang telah dipersetujui di dalam perjanjian kontrak;
- (ii) Mematuhi semua peraturan dan undang-undang sivil dan/atau jenayah negara;
- (iii) Mematuhi semua peruntukan undang-undang berhubung larangan sogokan dan rasuah sebagaimana yang diperuntukkan di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 (Akta 694) dan mana-mana undang-undang bertulis lain yang berkaitan;
- (iv) Mematuhi semua undang-undang dan peraturan alam sekitar yang berkaitan dengan bahan-bahan berbahaya, perlepasan udara, bahan buangan dan sisa buangan yang berkuatkuasa dari masa ke semasa; dan

- (v) Mematuhi semua undang-undang berkenaan anti-persaingan sebagaimana yang diperuntukkan di bawah Akta Persaingan 2010 (Akta 712).

3.3 Menjauhi Sebarang Bentuk Rasuah

Kontraktor/Perunding serta mana-mana wakilnya hendaklah tidak akan, secara langsung atau tidak langsung meminta, menawar, memberi atau berjanji untuk memberi sesuatu ganjaran berbentuk hadiah, wang, barangan atau perkhidmatan atau apa-apa bentuk dorongan atau habuan lain kepada mana-mana Pegawai DBKL sebagai balasan untuk keputusan, pendapat, undian atau tindakan lain yang mempengaruhi sebarang keputusan perolehan.

Kontraktor/Perunding serta mana-mana wakilnya hendaklah:

- (i) Tidak bersubahat dalam melakukan aktiviti yang berunsur rasuah; dan
- (ii) Segera melaporkan kepada pihak pengurusan DBKL jika terdapat perlakuan atau cubaan rasuah dilakukan oleh pegawai DBKL atau kontraktor lain.

3.4 Mengelakkan Konflik Kepentingan

Kontraktor/Perunding termasuk mana-mana wakilnya hendaklah menghindari diri dari melakukan perkara yang boleh menyebabkan berlakunya percanggahan kepentingan dalam urusan perolehan.

Percanggahan kepentingan ini berlaku apabila Kontraktor/Perunding mempunyai hubungan keluarga ataupun perkongsian perniagaan dengan ahli jawatankuasa tender atau lain-lain Pegawai DBKL yang terlibat dalam perolehan tersebut.

Kontraktor/Perunding yang mempunyai percanggahan atau berpotensi mempunyai percanggahan kepentingan dengan mana-mana warga kerja DBKL, hendaklah dengan segera memaklumkan kepada pihak pengurusan DBKL sama ada sebelum atau selepas pelantikan dan pemilihan.

3.5 Larangan Pemberian Hadiah

Kontraktor tidak boleh dalam apa jua keadaan menawarkan atau memberi apa-apa hadiah sama ada secara langsung atau tidak langsung kepada mana-mana Pegawai DBKL atau mana-mana keluarga Pegawai DBKL yang boleh mempengaruhi pertimbangan pegawai/warga kerja dalam menjalankan tugas rasmi mereka.

3.6 Perhubungan Tidak Wajar

Perhubungan secara lisan atau bertulis dengan mana-mana Pegawai, Pengurusan DBKL, Ahli Lembaga Penasihat DBKL atau lain-lain Pegawai DBKL, selain daripada Pegawai Penguasa yang mana boleh secara munasabah diandaikan bahawa perhubungan tersebut bertujuan untuk mempengaruhi atau secara munasabah boleh mempengaruhi perkara-perkara yang berkaitan dengan perolehan tersebut. Larangan 1n1 termasuklah dan tidak terhad kepada perjumpaan peribadi, komunikasi telefon, surat, faks dan e-mel. Larangan ini tidak termasuk perhubungan Dengan Pegawai DBKL Atas Sebab Untuk Perbincangan Tentang Kerja yang sedang dilakukan yang mana tiada kaitan dengan urusan perolehan yang sedang dalam tindakan.

3.7 Menghindari Amalan Anti Persaingan

Semua Kontraktor/Perunding hendaklah mengamalkan persaingan yang sihat dan telus dalam urus niaga perolehan seperti tidak memberi maklumat palsu atau mengelirukan kepada Kontraktor/Perunding lain, menyembunyi atau memusnah dokumen.

(i) Penilaian Tender/Sebutharga Secara Bebas

Kontraktor/Perunding akan membuat perkiraan harga yang terkandung dalam mana-mana tender atau sebutharga secara berasingan tanpa sebarang pakatan, perundingan, komunikasi atau persetujuan dengan mana-mana kontraktor saingan yang bertujuan mengurangkan saingan semasa tender atau sebutharga di buat kepada DBKL.

(ii) Tiada Sebarang Komunikasi Tentang Tender/ Sebutharga

Harga yang di sebut oleh Kontraktor/Perunding dalam tender atau sebutharga tidak akan di hebahkan oleh Kontraktor/Perunding secara langsung atau tidak langsung kepada mana-mana Kontraktor/Perunding lain yang memasuki tender atau sebutharga sebelum tarikh tutup tender atau sebutharga tersebut.

(iii) Penyerahan Tender / Sebutharga

Kontraktor/Perunding tidak dibenarkan membuat apa-apa cubaan untuk mempengaruhi mana-mana individu atau entiti lain untuk membuat atau tidak memasuki tender atau sebutharga kepada DBKL.

3.8 Bertanggungjawab Ke Atas Semua Maklumat Dan Aset DBKL

(i) Maklumat

Kerahsian dan integriti apa-apa maklumat yang diberikan kepada Kontraktor/Perunding perlu dijaga bagi mengelakkan sebarang risiko pendedahan secara langsung dan tidak langsung atau kepada mana-mana pihak atau menjatuhkan reputasi serta prestasi DBKL.

(ii) Aset Datuk Bandar

Semua Kontraktor/Perunding hendaklah mematuhi hak-hak pemilikan harta intelek DBKL termasuk tetapi tidak terhad kepada hak cipta, paten, tanda dagangan, rahsia perdagangan dan hak-hak intelek lain yang dilindungi di bawah mana-mana perundangan bertulis yang sedang berkuatkuasa di Malaysia.

Teknologi maklumat dan apa-apa sistem yang disediakan oleh DBKL hanya boleh digunakan untuk tujuan yang berkaitan dengan urusan DBKL sahaja.

Kontraktor/Perunding adalah dilarang melakukan apa-apa tindakan penyalahgunaan terhadap apa-apa aset, kemudahan, teknologi, sistem dan perkakasan DBKL dengan tujuan berniat jahat dan/ atau bersalahan dengan mana-mana undang-undang dan peraturan yang sedang berkuatkuasa.

3.9 Kepentingan Kualiti Piawaian dan Kemahiran

Semua Kontraktor/Perunding hendaklah sentiasa memberi dan meningkatkan piawaian etika serta kualiti yang tinggi ketika menyempurnakan urusan niaga.

Kontraktor/Perunding hendaklah:

- (i) Memperoleh lesen/permit yang diperlukan sebagai Kontraktor/Perunding barangan atau perkhidmatan untuk DBKL;
- (ii) Menyediakan tenaga kerja berkemahiran tinggi, mencukupi dan berkualiti dalam menyempurnakan urusan niaga; dan
- (iii) Mengguna dan membekalkan peralatan yang memenuhi kualiti yang ditetapkan bagi menjalankan aktiviti yang dipertanggungjawabkan.

4.0 PEMATUHAN KOD ETIKA KONTRAKTOR DAN PERUNDING

Pematuhan terhadap prinsip-prinsip, polisi dan peraturan yang telah dinyatakan di dalam Kod ini adalah diwajibkan kepada semua Kontraktor/Perunding dan wakil-wakilnya yang berurusan dengan Datuk Bandar.

Kontraktor/Perunding hendaklah:

- 4.1 Membaca dan memahami Kod ini;
- 4.2 Melaporkan dengan segera ketidakpatuhan atau pelanggaran Kod ini oleh mana-mana pihak kepada pihak pengurusan DBKL yang dilantik;
- 4.3 Memberi kerjasama sepenuhnya terhadap siasatan yang dibuat; dan
- 4.4 Memastikan dan mendidik kakitangan dan pekerja Kontraktor/Perunding bahawa mereka memahami dan mematuhi kod etika ini.

5.0 PELANGGARAN KOD ETIKA KONTRAKTOR DAN PERUNDING

Sekiranya terdapat sebarang pelanggaran atas mana-mana peruntukan dalam Kod Etika ini oleh Kontraktor/Perunding, DBKL boleh mengambil tindakan mengikut undang-undang atau sepertimana yang telah dipersetujui oleh pihak-pihak dalam apa-apa kontrak, termasuk tetapi tidak terhad, kepada mengisytiharkan Kontraktor/Perunding sebagai tidak bertanggungjawab atau melanggar kontrak atau dihalang dari meneruskan urusan kontrak termasuk menyenaraihitamkan Kontraktor/Perunding.

Kontraktor hendaklah patuh sepenuhnya kepada semua undang-undang dan peraturan-peraturan berkenaan rasuah, sogokan dan amalan perniagaan yang dilarang. Pelanggaran Kod Etika Kontraktor/Perunding ini atau sebarang peruntukan dibawahnya boleh menyebabkan Kontraktor/Perunding disabitkan dengan kesalahan jenayah atau sivil mengikut undang-undang.

6.0 TANGGUNGJAWAB MEMBUAT LAPORAN

6.1 Melaporkan Permintaan Hadiah

Kontraktor/Perunding adalah bertanggungjawab untuk melaporkan dengan segera kepada Jabatan Integriti DBKL apa-apa atau semua permintaan hadiah yang dibuat kepada Kontraktor/Perunding atau mana-mana wakil Kontraktor/Perunding oleh mana-mana Pegawai DBKL atau ahli jawatankuasa tender/sebut harga DBKL.

6.2 Melaporkan Perubahan Penting

Kontraktor/Perunding adalah di bawah tanggungjawab yang berterusan untuk melaporkan apa-apa perubahan keadaan yang memberi kesan yang besar ke atas mana-mana laporan terdahulu kepada DBKL termasuk tetapi tidak terhad kepada pendedahan konflik kepentingan.

6.3 Pendedahan Salah Laku

Kontraktor/Perunding adalah digesa melaporkan dengan segera sebarang salah laku yang menyalahi undang-undang atau amalan tidak beretika dan pelanggaran terhadap Kod Etika ini oleh mana-mana Pegawai DBKL. Semua isu atau aduan yang dilaporkan oleh Kontraktor/Perunding dengan segala usaha yang munasabah akan dirahsiakan identiti orang yang membuat laporan tersebut selaras dengan Garis Panduan Pelindungan Pemberi Maklumat Pegawai dan Kakitangan DBKL.

Laporan atau aduan salah laku boleh dibuat melalui saluran seperti di bawah dan segala maklumat yang diterima adalah sulit.

Telefon : 03-2028 2444
Faks : 03-2604 0579
Emel : aduanintegriti@dbkl.gov.my
Alamat : Jabatan Integriti,
Tingkat 6, Menara DBKL 2,
Jalan Raja Laut,
50350 Kuala Lumpur.



**PENGESAHAN PEMATUHAN KOD ETIKA KONTRAKTOR/PERUNDING
DATUK BANDAR KUALA LUMPUR**

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF
PENUMPANG DI KAWASAN PA HANG TUAH KUALA LUMPUR**

Saya/Kami dengan ini mengesahkan bahawa satu Salinan Kod Etika Kontraktor/Perunding Datuk Bandar Kuala Lumpur ini telah diserahkan dan saya/kami memperakui bahawa telah membaca, memahami dan akan mematuhi kandungan Kod Etika Kontraktor/Perunding Datuk Bandar Kuala Lumpur ini.

Cop Syarikat Kontraktor/Perunding	Tandatangan Kontraktor/Perunding
Nama Kontraktor/ Perunding	

BORANG PEMBERITAHUAN PEMUNYA BENEFISIAL

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

Tandakan

Nama Syarikat :
Butiran Pemunya Benefisial :

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

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

Yang benar,

Tandatangan :
 Nama :
 No.KP :
 Jawatan :
 Tarikh :

Cap Syarikat :

Catatan :

* Potong mana yang tidak berkenaan

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

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA
HANG TUAH PETALING KUALA LUMPUR**

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

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

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

Yang benar,

Tandatangan :

Nama :

No.KP :

Jawatan :

Tarikh :

Cap Syarikat :

SENARAI SEMAK KECUKUPAN DOKUMEN WAJIB DIISI / DISERAH BERSAMA DOKUMEN SEBUTHARGA

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH KUALA LUMPUR

BIL	BUTIRAN DOKUMEN	UNTUK DIISI OLEH PETENDER		UNTUK DIISI OLEH URUSETIA JAB PELAKSANA		CATATAN
		ADA TANDAkan (/) PADA	TIADA TANDAkan (/) PADA	ADA TANDAkan (/) PADA	TIADA TANDAkan (/) PADA	
1	Surat Akaun Pembida	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2	Kod Etika Kontraktor / Perunding DBKL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Borang Pemberitahuan Pemunya Benefisial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	Surat Akaun Syarikat Dalam Menangani Jenayah Pemerdagangan Orang dan Buruh Paksa	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5	Sijil Pematuhan Cukai (Tax Compliance Certificate - TCC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6	Borang Tender (WAJIB diisi lengkap, jika tidak Tawaran akan DITOLAK) a) Tandatangan Petender b) Tandatangan Saksi c) Mengisi tempoh d) Harga / Peratus Tawaran diisi e) Cop syarikat f) Tarikh tandatangan petender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7	Penyata Bulanan Bank a) Bulan _____ b) Bulan _____ c) Bulan _____ DAN/ATAU Laporan Kewangan Syarikat Yang Diaudit dan Disahkan/Salinan Akaun Syarikat Yang Disahkan a) Tahun _____ b) Tahun _____ c) Tahun _____ (PETENDER GRED G7 WAJIB KEMUKAKAN PENYATA BULANAN BANK DAN LAPORAN KEWANGAN SYARIKAT/SALINAN AKAUN SYARIKAT BAGI TIGA (3) TAHUN BERTURUT-TURUT)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8	Laporan Bank/ Institusi kewangan mengenai kedudukan kewangan petender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9	Pengalaman Kerja 5 Tahun Kebelakang a) Surat Setujuterima b) Perakuan Siap Kerja c) Sijil Bayaran Interim Terakhir /Sijil Akaun Terakhir	<input type="checkbox"/>	<input type="checkbox"/>	-	-	
10	Kakitangan Teknikal a) Penyata Caruman KWSP b) Sijil Kelulusan c) Surat Perlantikan	<input type="checkbox"/>	<input type="checkbox"/>	-	-	
11	Loji Milik Petender a) Kad Pendaftaran b) Resit Pembelian/ Perjanjian Sewa Beli	<input type="checkbox"/>	<input type="checkbox"/>	-	-	
12	Maklumat Kerja Semasa a) Surat Setujuterima / Sijil Bayaran Interim b) Laporan Prestasi (jika ada) (PETENDER WAJIB MENGISYTIHARKAN MAKLUMAT KERJA SEMASA DI DALAM BORANG D (BORANG MAKLUMAT PETENDER) SEPERTI DI DALAM CIMS CIDD (BAGI TENDER KERJA SAHAJA))	<input type="checkbox"/>	<input type="checkbox"/>	-	-	
13	Peralatan / Bahan (Jika Berkaitan) a) Jadual Data Teknikal / Soal Selidik / Borang Cadangan Petender b) Katalog / Surat Jaminan Pembekal	<input type="checkbox"/>	<input type="checkbox"/>	-	-	

SENARAI SEMAK KECUKUPAN DOKUMEN WAJIB DIISI / DISERAH BERSAMA DOKUMEN SEBUTHARGA**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH KUALA LUMPUR**

BIL	BUTIRAN DOKUMEN	UNTUK DIISI OLEH PETENDER		UNTUK DIISI OLEH URUSETIA JAB PELAKSANA		CATATAN
		ADA TANDAkan (/) PADA	TIADA TANDAkan (/) PADA	ADA TANDAkan (/) PADA	TIADA TANDAkan (/) PADA	
14	Sijil Score CIDB (Jika Berkaitan)	<input type="checkbox"/>	<input type="checkbox"/>	-	-	
15	Sijil/Perakuan Anugerah (Jika Berkaitan)	<input type="checkbox"/>	<input type="checkbox"/>	-	-	
16	Sijil/Surat Pengesahan Pelaksanaan Program PROTÉGÉ (Jika Berkaitan)	<input type="checkbox"/>	<input type="checkbox"/>	-	-	

NOTA:

- 1.0 Semua Dokumen Wajib dan Dokumen Sokongan yang disertakan hendaklah dijilidkan.
- 2.0 Surat Akuan Pembida, Laporan Kewangan Syarikat/Salinan Akaun Syarikat DAN/ATAU Penyata Bulanan Bank serta Maklumat Kerja Semasa **HENDAKLAH DIKEMUKAKAN**. Bagi **petender Gred G7**, semua dokumen tersebut adalah **WAJIB** dan sekiranya gagal dikemukakan, maka tawaran petender akan **DITOLAK** dan tidak akan dipertimbangkan.

Tandatangan & Cop Rasmi Petender

Tandatangan Wakil Urusetia Jabatan Pelaksana

.....
 Tarikh :

.....
 ()
 Tarikh :

SENARAI SEMAKAN MENGISI DOKUMEN SEBUTHARGA

Tender Untuk :

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH
KUALA LUMPUR**

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

Nota

- a. Senarai semakan ini adalah bertujuan bagi membantu 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
- 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 adalah lengkap dan jika terdapat apa-apa percanggahan dan ketidaksempurnaan pada dokumen tender berkenaan berdasarkan semakan bersama Dokumen Meja Tender, dan adalah menjadi tanggungjawab petender untuk merujuk kepada Jabatan Pentadbiran, Bahagian Pengurusan Perolehan supaya pembetulan kepada percanggahan dan ketidaksempurnaan tersebut dapat dibuat.

BIL	PERKARA	TANDAKAN (/) JIKA TINDAKAN TELAH DIAMBIL (PETENDER)
A.	<u>PENGISIAN DOKUMEN</u>	
A1	JANGAN gunakan dakwat mudah luntur, pemadam getah atau kimia cecair dan betulkan kesilapan dengan memotong kesilapan tersebut dengan satu garisan bersih melintang dan ditandatangani ringkas oleh petender dan saksinya	<input type="checkbox"/>
A2	JANGAN buat apa-apa perubahan atau tambahan kepada Borang Tender atau mana-mana dokumen lain dalam Dokumen Tender yang boleh dianggap mengenakan had, syarat atau perjanjian tambahan kepada syarat-syarat yang telah ditetapkan oleh Datuk Bandar Kuala Lumpur dalam Dokumen Tender	<input type="checkbox"/>
A3	<u>SURAT AKUAN PEMBIDA (WAJIB DIISI DENGAN LENGKAP)</u> i) Isi nama wakil syarikat, nombor kad pengenalan dan nombor pendaftaran syarikat bagi MOF/CIDB/SSM (hendaklah seorang yang dibenarkan menandatangani kontrak bagi pihak syarikat petender menurut pendaftaran) ii) Turunkan tandatangan setelah membaca dan memahami Surat Akuan Pembida iii) Isi nama, nombor kad pengenalan dan tarikh iv) Turunkan Cop Syarikat	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
A4	<u>SURAT AKUAN PEMBIDA UNTUK MELAKSANAKAN PROGRAM PROFESSIONAL TRAINING AND EDUCATION FOR GROWING ENTREPRENEURS - READY TO WORK (PROTÉGÉ-RTW) (WAJIB DIISI DENGAN LENGKAP)</u> i) Isi nama wakil syarikat, nombor kad pengenalan dan nombor pendaftaran syarikat bagi MOF/CIDB (hendaklah seorang yang dibenarkan menandatangani kontrak bagi pihak syarikat petender menurut pendaftaran) ii) Turunkan tandatangan setelah membaca dan memahami Surat Akuan Pembida iii) Isi nama, nombor kad pengenalan dan tarikh iv) Turunkan Cop Syarikat	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
A5	<u>KOD ETIKA KONTRAKTOR/PERUNDING DATUK BANDAR KUALA LUMPUR (WAJIB DIISI DENGAN LENGKAP)</u> i) Isi nama Kontraktor/Perunding (setelah membaca dan memahami Kod Etika Kontraktor/Perunding) ii) Turunkan Cop Syarikat Kontraktor/Perunding iii) Turunkan Tandatangan Kontraktor/Perunding	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
A6	<u>BORANG PEMBERITAHUAN PEMUNYA BENEFISIAL (WAJIB DIISI DENGAN LENGKAP)</u> i) Tandakan Maklumat Pendaftaran Pemunya Benefisial yang berkaitan dengan SSM ii) Isi Nama Syarikat dan Butiran Pemunya Benefisial iii) Isi nama Kontraktor/Perunding iv) Turunkan Cop Syarikat Kontraktor/Perunding v) Turunkan Tandatangan Kontraktor/Perunding	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
A7	<u>SURAT AKUAN SYARIKAT DALAM MENANGANI JENAYAH PEMERDAGANGAN ORANG DAN BURUH PAKSA (WAJIB DIISI DENGAN LENGKAP)</u> i) Isi nama Kontraktor/Perunding ii) Turunkan Cop Syarikat Kontraktor/Perunding iii) Turunkan Tandatangan Kontraktor/Perunding	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

A8	<p>BORANG TENDER (WAJIB DIISI DENGAN LENGKAP)</p> <p>a. Muka Surat FT/2</p> <p>i) Perenggan 3 Isi tempoh penyiapan kerja mengikut minggu (jika perlu) <input type="text"/></p> <p>ii) Perenggan 4 Isi dengan perkataan dan juga angka. Amaun tender (hendaklah sama dengan jumlah di Ringkasan Tender) <input type="text"/></p> <p>b. Muka surat FT/5</p> <p>i) - Isi tarikh <input type="text"/></p> <p>ii) - Turunkan tandatangan (hendaklah seorang yang dibenarkan menandatangani kontrak bagi pihak Syarikat petender menurut pendaftaran) <input type="text"/></p> <p>- Turunkan Cop Syarikat <input type="text"/></p> <p>- Turunkan tandatangan saksi dan isi maklumat saksi <input type="text"/></p> <p><u>Butiran pada perkara A3, A4, A5, A6, A7 dan A8 adalah WAJIB di isi dengan betul dan lengkap. Kegagalan mengisi maklumat dengan lengkap akan mengakibatkan tawaran akan ditolak.</u></p>	
A9	<p>SENARAI KUANTITI / RINGKASAN TENDER (sekiranya berkaitan)</p> <p>i) Hargakan semua item yang disenaraikan di dalam Senarai Kuantiti / Ringkasan Tender <input type="text"/></p> <p>ii) Jangan mengumpul / menyatukan (bracketing) harga untuk beberapa item yang berlainan <input type="text"/></p> <p>iii) Semak pengiraan harga bagi setiap item <input type="text"/></p> <p>iv) Semak jumlah setiap mukasurat <input type="text"/></p> <p>v) Pastikan bahawa jumlah setiap muka surat dipindahkan ke muka surat 'koleksi' dengan betul <input type="text"/></p> <p>vi) Pastikan bahawa jumlah di Senarai Kuantiti / Ringkasan Tender dipindah ke Borang Tender <input type="text"/></p> <p>vii) Isi jumlah amaun tender dalam angka dan perkataan di ruang yang diperuntukkan <input type="text"/></p> <p>viii) Isi tarikh, tandatangan dan Cop Syarikat <input type="text"/></p> <p>ix) Isi maklumat dan tandatangan saksi <input type="text"/></p>	
A10	<p>JADUAL KADAR HARGA (sekiranya berkaitan)</p> <p>i) Hargakan semua item yang disenaraikan di dalam Jadual Kadar Harga <input type="text"/></p>	
A11	<p>JADUAL DATA TEKNIKAL / BORANG CADANGAN PETENDER (sekiranya berkaitan)</p> <p>i) Petender perlu mengisi butiran Jadual Data Teknikal dengan lengkap. <input type="text"/></p> <p>ii) Petender perlu memperakui cadangan yang ditawarkan. <input type="text"/></p>	

<p>A12</p>	<p><u>Tindakan ke atas Lampiran-lampiran di Dokumen Tender</u></p> <p>a. Lampiran A Borang Jaminan Bank/Insurans Untuk Bon Pelaksanaan (Kerja)</p> <p>b. Lampiran B Borang Jaminan Bank / Jaminan Syarikat Kewangan/ Jaminan Insuran Untuk Bayaran Pendahuluan (Kerja)</p> <p>c. Lampiran C Borang Maklumat Petender (BRG/JP/BPP(Pind.2/2025))</p> <p><i>Isi semua butir-butir di borang ini (13 mukasurat kesemuanya) dengan betul dan lengkap. Kegagalan mengisi maklumat atau memberi maklumat palsu, jika dapat dikesan akan mengakibatkan tender ditolak.</i></p> <p>A. Surat Pengakuan Kebenaran Maklumat dan Kesahihan Dokumen Yang Dikemukakan <input type="checkbox"/></p> <p>B. Maklumat Am Latar Belakang Petender <input type="checkbox"/></p> <p>C. Data Kewangan Petender <input type="checkbox"/></p> <p>CA. Laporan Bank/Institusi Kewangan Mengenai Kedudukan Kredit Petender <input type="checkbox"/></p> <p>D. Senarai Kerja/Kontrak Semasa Petender <input type="checkbox"/></p> <p>DA. Laporan Prestasi Kerja Semasa Petender <input type="checkbox"/></p> <p>E. Rekod Pengalaman Kerja Petender <input type="checkbox"/></p> <p>F. Kakitangan Teknikal <input type="checkbox"/></p> <p>d. Lampiran D</p> <p>i. Senarai Dan Tugas Panel Syarikat Insurans / Broker Insurans Dan Broker Takaful DBKL <input type="checkbox"/></p> <p>ii. Syarat-Syarat Atau Tugas-Tugas Dan Tanggungjawab Panel Syarikat Insurans / Broker Insurans dan Broker Takaful DBKL <input type="checkbox"/></p> <p>Borang-Borang di Lampiran A, B dan D di atas adalah untuk makluman sahaja. Borang-borang ini tidak perlu diambil tindakan atau diisi pada peringkat tender</p>	<p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p>
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DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF
PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR**

**BAHAGIAN 2. ARAHAN DAN SYARAT-SYARAT AM KEPADA
PETENDER**

ARAHAN DAN SYARAT-SYARAT AM KEPADA PETENDER

A) MAKLUMAT DAN PERATURAN AM

1. Am

Arahan dan Syarat-syarat Am Kepada Petender ini, dalam mana mempengaruhi pelaksanaan Kontrak, hendaklah menjadi sebahagian daripada Kontrak.

2. Kaedah Mengemukakan Tender

Petender sebelum mengemukakan tender hendaklah mengkaji arahan dan syarat-syarat am kepada petender, syarat-syarat kontrak, skop kerja, spesifikasi dan lukisan agar pematuhan dengan syarat-syarat dilaksanakan seperti yang ditetapkan. Petender tidak dibenarkan meletakkan atau mengenakan syarat tambahan melainkan yang telah ditetapkan dalam dokumen tender. Tender ini dianggap **BATAL** jika petender mengenakan syarat tambahan atau mengenakan syarat-syarat lain.

Setiap petender hanya dibenarkan mengemukakan satu (1) tender sahaja untuk perolehan ini. Pertimbangan tidak akan diberikan kepada mana-mana petender yang mengemukakan lebih dari satu (1) tender dan kesemua tendernya akan dianggap **BATAL** dan tidak akan dipertimbangkan.

3. Cara Melengkapkan Tender

Petender adalah bertanggungjawab sepenuhnya bagi memastikan setiap dokumen tender yang dibelinya adalah lengkap berdasarkan semakan oleh petender dengan 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 tanggungjawab petender untuk memohon secara bertulis kepada Bahagian Pengurusan Perolehan 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 Bahagian Pengurusan Perolehan atas permohonan itu hendaklah dibuat dengan cara Addenda Tender (Addendum) yang hendaklah dihantar kepada semua petender. Addenda Tender (Addendum) 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.

Petender perlu **MENGISI DAN MENANDATANGANI** dengan dakwat segala maklumat berikut dengan lengkap dan sempurna:-

- (i) Surat Akuan Pembida
- (ii) Kod Etika Kontraktor/Perunding Datuk Bandar Kuala Lumpur
- (iii) Borang Tender
- (iv) Ringkasan Tender

- (v) Senarai Kuantiti **
- (vi) Borang Maklumat Petender (BRG/JP/BPP(Pind.1/2025))

**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.

Maklumat-maklumat (i), (ii), (iii), (iv), (v) dan (vi) adalah merupakan maklumat wajib. Individu yang dibenarkan untuk menandatangani Borang Tender hendaklah yang dinamakan dalam Sijil PPK/SPKK/STB/KKM/CIDB/Surat Perwakilan Kuasa. Sekiranya petender gagal untuk mengisi dan menandatangani maklumat-maklumat ini, tender petender akan **DITOLAK** dan tidak akan dipertimbangkan.

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

4. Maklumat Latar Belakang Kewangan dan Prestasi Petender

Petender-petender hendaklah mengambil maklum bahawa penilaian tender ini akan mengambilkira dan mementingkan keupayaan petender untuk melaksanakan projek ditender, disamping kemunasabahan harga tender. Justeru itu keupayaan petender-petender akan dinilai semasa penilaian tender. Penilaian ini akan dibuat berasaskan kedudukan kewangan, pengalaman kerja, kakitangan teknikal, keempunyaan loji dan peralatan pembinaan utama, dan prestasi kerja semasa petender.

Bagi membolehkan penilaian ini dibuat dengan sempurna, petender-petender diwajibkan mengisi dan mengemukakan Borang Maklumat Petender (BRG/JP/BPP(Pind.1/2025)) yang akan disertakan bersama-sama Dokumen Tender ini, dengan sempurna dan mengembalikannya bersama-sama dengan tender masing-masing.

Borang-borang ini hendaklah diisi dengan maklumat-maklumat yang benar dan data-data yang tepat. Semua butiran perlu diisi dan jawapan yang jelas hendaklah diberikan terhadap semua pertanyaan di dalam borang-borang di atas. Jika perlu helaian tambahan boleh dilampirkan. Setiap helaian tambahan yang dilampirkan hendaklah ditandatangani oleh petender.

Disamping melengkapkan Borang Maklumat Petender yang tersebut di atas, petender-petender dikehendaki mengemukakan dokumen-dokumen berikut bersama-sama tendernya :-

- i. Sijil Pematuhan Cukai (Tax Compliance Certificate – TCC) yang dikeluarkan oleh Lembaga Hasil Dalam Negeri (LHDN) (**WAJIB bagi Perolehan Perkhidmatan dan Bekalan**)

- ii. Salinan Penyata Bulanan Bank bagi tiga (3) bulan terakhir sebelum tarikh tutup Tender yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan.
- iii. Laporan Kewangan Beraudit Syarikat bagi tiga (3) tahun kewangan terakhir secara berturut-turut sebelum tahun tutup tender yang telah diaudit dan disahkan dengan salinan diakui sah (certified true copy) oleh Juruaudit Bertauliah. **(Petender Gred G7 adalah DIWAJIBKAN)**
- iv. Kemudahan Kredit oleh Institusi Kewangan yang ditandatangani oleh pegawai yang diberi kuasa oleh bank/institusi kewangan berkenaan dalam satu sampul atau Deposit tetap (sekiranya ada) yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan
- v. Salinan Perakuan / Pengesahan Siap Kerja bagi setiap kerja yang telah disiapkan.
- vi. Salinan Borang KWSP `A` bagi bulan caruman terakhir bagi setiap kakitangan teknikal atau salinan perjanjian perkhidmatan professional yang diambil khidmat secara kontrak.
- vii. Salinan sijil kelulusan / kelayakan setiap kakitangan teknikal.
- viii. Salinan Kad Pendaftaran atau dokumen-dokumen lain yang membuktikan kepunyaan petender atau salinan perjanjian sewabeli / sewapajak atas loji dan peralatan.
- ix. Senarai Kerja Semasa dan Laporan Penyelia atau Jurutera Projek Mengenai Prestasi Kerja Semasa Petender, bagi setiap kerja, bekalan dan perkhidmatan.

Dokumen-dokumen ini penting untuk membolehkan penilaian keupayaan yang sewajarnya dibuat ke atas petender. **Bagi petender Gred G7, dokumen (ii), (iii) dan (ix) adalah merupakan dokumen WAJIB. Manakala petender gred G1 hingga G6, wajib mengemukakan dokumen (ii), (iii) dan/atau (iv).** Sekiranya petender gagal untuk mengemukakan dokumen-dokumen wajib, maka tender petender **akan ditolak** dan tidak akan dipertimbangkan.

Semua maklumat dan dokumen-dokumen yang tersebut di atas hendaklah dikemukakan oleh petender bersama-sama tendernya sebelum tarikh tutup tender dan Petender tidak akan berpeluang lagi untuk mengemukakannya selepas itu. Datuk Bandar Kuala Lumpur berhak mendapatkan pengesahan ke atas maklumat kewangan yang dikemukakan oleh petender dari mana-mana institusi kewangan/agensi berkaitan.

Sebarang maklumat atau mana-mana dokumen tersebut yang diterima selepas tender ditutup tidak akan diambil kira dalam penilaian keupayaan petender.

5. Pengemukakan Dokumen

Dokumen Tender yang dihantar ke Bahagian Pengurusan Perolehan perlulah dijilid (*binding*) oleh petender bagi mengelakkan sebarang kehilangan dokumen / lampiran penting.

Tender-tender dan dokumen-dokumen berhubung dengannya yang dinyatakan dalam para 3 di atas, mestilah diserahkan di tempat dan pada atau sebelum masa yang ditetapkan dalam Notis Tender bagi penyerahan tender.

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.

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

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

6. Keputusan Tender Adalah Muktamad

Datuk Bandar Kuala Lumpur tidak boleh terikat menyetujui tender yang rendah sekali atau mana-mana tender dan juga tidak terikat untuk memberi apa-apa sebab atas penolakan sesuatu tender serta berhak untuk melantik lebih dari satu petender untuk melaksanakan kerja ini. Keputusan mengenai tender yang dikeluarkan adalah muktamad. Sebarang surat menyurat mengenai keputusan tender ini tidak akan dilayan.

7. Perbelanjaan Penyediaan Tender

Semua perbelanjaan bagi penyediaan tender ini hendaklah ditanggung oleh petender sendiri. Tiada apa-apa jua perbelanjaan yang ditanggung oleh petender bagi menyediakan tender- tendernya boleh dibayar kepadanya.

8. Tempoh Sah Tender

Tender-tender hendaklah terus sah selama tempoh sembilan puluh (90) hari bagi sebut harga dan satu ratus dua puluh (120) hari bagi tender dari tarikh tutup tender bagi penyerahan tender sebagaimana yang ditetapkan dalam Notis Tender dan tempoh ini boleh dengan persetujuan bersama dilanjutkan jika dan apabila perlu.

Jika mana-mana petender :-

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

- c) Jika sekiranya tender telah disetujuterima, enggan dan tidak melaksanakan Perjanjian Kontrak yang formal atau mendeposit Bon Pelaksanaan atau tidak meneruskan kerja-kerja ;

maka, dalam mana-mana hal itu, Datuk Bandar Kuala Lumpur 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 Datuk Bandar Kuala Lumpur sebagaimana difikirkan perlu oleh Datuk Bandar Kuala Lumpur.

9. Lawatan Tapak

Lawatan tapak adalah sebagaimana yang dinyatakan di dalam iklan tender.

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 untuk memasuki tender tersebut.

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

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

10. Pembatalan Tawaran Oleh Datuk Bandar Kuala Lumpur Bagi Mana-Mana Firma Atau Syarikat Kontraktor / Pembekal / Perunding Yang Melakukan Kesalahan Yang Boleh Didakwa Dimahkamah.

Jika pada bila-bila masa selepas tawaran bagi kontrak ini disetujuterima, sekiranya firma atau syarikat Kontraktor/Pembekal/Perunding sama ada pemilik tunggal, perkongsian, pengarah, pegawai, kakitangan, ejen atau mana-mana pekerja yang melakukan kesalahan, gagal mematuhi mana-mana peruntukan akta dan undang-undang atau melakukan aktiviti-aktiviti yang bertentangan dan menyalahi undang-undang yang sedang berkuatkuasa yang boleh mengakibatkan pendakwaan dilakukan terhadapnya dimana-mana mahkamah maka Datuk Bandar Kuala Lumpur boleh untuk menarik balik atau menamatkan tawaran ini dengan serta merta tanpa memberikan sebarang alasan dan tiada apa-apa tuntutan/pampasan akan dibayar kepada firma atau syarikat Kontraktor/Pembekal/Perunding dibawah kontrak ini.

11. Pelaksanaan Perolehan Hijau Kerajaan

Perolehan Hijau Kerajaan (Government Green Procurement; GGP) merujuk kepada pembelian produk untuk perolehan pembekalan, perkhidmatan dan kerja yang mengambil kira kriteria alam sekitar untuk memulihara alam sekitar dan sumber semula jadi, serta meminimumkan dan mengurangkan kesan negatif daripada aktiviti manusia.

Spesifikasi dan kriteria yang mempunyai elemen hijau ini boleh dirujuk melalui laman sesawang MGTC di www.mgtc.gov.my dan MyHIJAU di www.myhijau.my atau memuat naik aplikasi mudah alih (MyHIJAU) bagi mendapatkan maklumat seperti berikut:

- a) Garis Panduan Perolehan Hijau Kerajaan (GGP) yang terkini;
- b) Senarai kumpulan produk/perkhidmatan yang telah dibangunkan mematuhi spesifikasi hijau; dan
- c) Produk dan perkhidmatan yang mematuhi spesifikasi hijau di dalam skim pengiktirafan MyHIJAU Mark.

12. Petender Yang Berjaya

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 :-

- a) Bon Pelaksanaan;
- 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;
- c) Nombor pendaftaran di bawah Skim Keselamatan Sosial Pekerja (PERKESO);
- d) Polisi Insurans Pampasan Pekerja atau Nota liputan berserta dengan resit bagi premium yang telah dibayar.

(Bagi perolehan Bekalan, item (b), (c), dan (d) adalah dikecualikan)

13. Bon Pelaksanaan

Bon Pelaksanaan adalah suatu aku janji tidak bersyarat oleh sesuatu institusi kewangan yang diluluskan oleh kerajaan untuk membayar kepada Datuk Bandar Kuala Lumpur suatu amaun tertentu atas tuntutan Datuk Bandar Kuala Lumpur sekiranya syarikat tidak atau gagal mematuhi dan melaksanakan obligasinya di bawah kontrak.

Petender yang berjaya dikehendaki mengemukakan bon pelaksanaan kepada Datuk Bandar Kuala Lumpur mengikut perkiraan kadar berikut :-

Perolehan Kerja		
Jenis Kontrak		Wang Jaminan
a.	Kontrak Konvensional/Reka & Bina	5 % Nilai Kontrak
b.	Kontrak Penyelenggaraan	5% daripada purata nilai kontrak setahun
Perolehan Bekalan/Perkhidmatan		
a.	Di bawah RM 10,000.00	Tiada
b.	RM 10,001.00 hingga RM 500,000.00	2.5 % Nilai Kontrak
c.	Lebih RM 500,000.00	5 % Nilai Kontrak

Pentender yang berjaya boleh memilih salah satu daripada bentuk bon pelaksanaan seperti berikut :

- i) Wang Jaminan dalam bentuk Tunai atau
- ii) Jaminan Bank seperti dalam borang yang disediakan oleh Datuk Bandar seperti dalam Lampiran atau
- iii) Wang Jaminan Pelaksanaan yang dipotong daripada bayaran kemajuan seperti berikut.

a.	Perolehan Kerja	potongan sebanyak sepuluh peratus (10%) daripada bayaran kemajuan pertama dan seterusnya akan dikenakan sehingga ia mencapai jumlah lima peratus (5%) daripada nilai keseluruhan kontrak
b.	Perolehan Bekalan/Perkhidmatan	potongan secara penuh daripada bayaran kemajuan pertama

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 A1
Kos Projek melebihi RM10 Juta	<ul style="list-style-type: none"> • Dari tarikh kuat kuasa kontrak sehingga 24 bulan selepas tamat Tempoh Tanggungan Kecacatan (DLP) • Format dan kandungan seperti di Lampiran A2

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.

15. Pelaksanaan Program “Professional Training Education For Growing Entrepreneurs – Ready To Work” (PROTÉGÉ-RTW) Dalam Perolehan Dewan Bandaraya Kuala Lumpur

Petender adalah dikehendaki melaksanakan program PROTÉGÉ-RTW dalam perolehan Dewan Bandaraya Kuala Lumpur mengikut had nilai ambang (threshold value) dan kategori perolehan seperti berikut:-

Jenis Perolehan	Nilai Ambang Bagi Perolehan Tertakluk	Nilai Ambang Bagi Perolehan Tidak Tertakluk
Kerja, Bekalan dan Perkhidmatan	RM50 juta dan ke atas	RM10 juta dan ke atas kecuali untuk sektor yang dinyatakan secara khusus seperti di jadual yang berkenaan di bawah

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
10	Perkhidmatan Kawalan Keselamatan	RM4 juta
11	Sektor Lain	RM10 juta

1% X Kos Keseluruhan projek/perolehan*

RM 24,000**

* Merupakan harga kerja Pembina bagi kos keseluruhan projek dan tanpa
kenaikan cukai

** Elaun PROTÉGÊ-RTW sebanyak RM2,000 seorang X 12 Bulan

Petender adalah wajib mengemukakan Surat Akuan Pembida Untuk Melaksanakan Program PROTÉGÊ-RTW seperti di **ms SAP/3** bersama dengan Dokumen Tender ini.

Surat Akuan Pembida Untuk Melaksanakan Program PROTÉGÊ-RTW tersebut adalah menjadi salah satu dokumen wajib dalam penilaian sebut harga/tender. Sekiranya pembida gagal mengemukakan Surat Akuan tersebut yang telah ditandatangani oleh penama di sijil *MOF/CIDB, pembida tersebut akan dinilai sebagai gagal dalam penilaian (gagal mengemukakan dokumen wajib) dan penilaian seterusnya tidak akan dilaksanakan.

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 PROTÉGÊ-RTW dimasukkan di dalam kontrak dengan Sub-Kontraktor Yang Dinamakan (NSC) dan/atau Kontraktor Domestik.

16. Pematuhan kepada Perintah Gaji Minimum

Petender hendaklah mematuhi dan melaksanakan apa-apa ketetapan yang dikeluarkan di bawah Akta Majlis Perundangan Gaji Negara 2011 (Akta 732) termasuk apa-apa perundangan subsidiari yang dibuat di bawahnya yang berkuatkuasa dari masa ke semasa disepanjang tempoh kontrak dan menanggung semua kos yang berkaitan dengannya tanpa melibatkan Datuk Bandar Kuala Lumpur.

17. Penamatan Disebabkan Oleh Rasuah, Tipuan Bida, Aktiviti Tidak Sah Atau Aktiviti Yang Menyalahi Undang-Undang

Tanpa prasangka kepada apa-apa hak lain Datuk Bandar Kuala Lumpur, sekiranya [Syarikat/Firma], kakitangan, pengkhidmat atau pekerjanya disabitkan oleh Mahkamah terlibat dengan rasuah, aktiviti tidak sah atau apa-apa aktiviti yang menyalahi undang-undang yang berkaitan dengan Perjanjian ini atau apa-apa perjanjian-perjanjian lain yang dimasuki oleh [Syarikat/Firma] dengan Datuk Bandar Kuala Lumpur, atau didapati terlibat dengan tipuan bida oleh Suruhanjaya Persaingan Malaysia, Datuk Bandar Kuala Lumpur hendaklah berhak untuk menamatkan Perjanjian ini pada bila-bila masa dengan mengemukakan notis bertulis dengan serta merta kepada [Syarikat/Firma] untuk menyatakan sedemikian kepada Syarikat.

Datuk Bandar Kuala Lumpur berhak menuntut daripada Syarikat apa-apa bentuk pampasan, kos, ganti rugi, kerosakan dan perbelanjaan (termasuk apa-apa kos perbelanjaan sampingan) yang ditanggung oleh Datuk Bandar Kuala Lumpur akibat daripada penamatan itu.

Pihak-Pihak bersetuju bahawa [Syarikat/Firma] tidak berhak kepada apa-apa bentuk kerugian termasuk kerugian perolehan pendapatan, pampasan, ganti rugi, kos, perbelanjaan dan sebagainya akibat daripada penamatan itu.

Peringatan mengenai kesalahan **RASUAH** dalam perolehan kerjaan :-

- (a) Sebarang perbuatan atau percubaan rasuah untuk menawar atau memberi, meminta atau menerima apa-apa suapan kepada atau daripada mana-mana orang berkaitan perolehan ini merupakan kesalahan jenayah di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009.
- (b) Sekiranya mana-mana pihak ada menawar atau memberi apa-apa suapan kepada mana-mana anggota pentadbiran awam, pihak yang ditawarkan atau diberi suapan dikehendaki membuat aduan dengan segera ke pejabat Suruhanjaya Pencegah Rasuah Malaysia (SPRM) atau balai polis yang berhampiran. Kegagalan berbuat demikian adalah merupakan suatu kesalahan di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009

18. Tapisan Keselamatan

Setiap petender yang berjaya bagi tawaran/sebutharga untuk kerja seperti kerja-kerja pembersihan dan penyenggaraan di dalam pejabat serta projek pembangunan/penyelenggaraan sistem maklumat/data/transaksi/sistem rangkaian Dewan Bandaraya Kuala Lumpur **diwajibkan** membuat tapisan keselamatan untuk setiap pekerja yang terlibat dan mengemukakan sesalinan surat keselamatan kasar daripada Pejabat Keselamatan Negara (CGSO). Oleh itu, penender yang **berjaya** dikehendaki **mengemukakan senarai nama pekerja yang ditugaskan di Dewan Bandaraya Kuala Lumpur (DBKL) ke Jabatan Pelaksana dalam tempoh dua (2) minggu selepas Surat Setuju Terima (SST)**. Petender adalah dianggap telah memasukkan segala kos yang terlibat dalam proses tapisan ini di dalam harga tawaran.

19. Cukai Jualan 2018 dan Cukai Perkhidmatan (CJCP)

Pelaksanaan pencukaian adalah tertakluk kepada Cukai Jualan 2018 dan Cukai Perkhidmatan (CJCP) (Akta 807) yang berkuatkuasa serta syarat dan perjanjian

Bagi petender yang mengisytiharkan tidak dikenakan cukai di bawah Akta CJCP (Akta 807), namun akan menjadi petender yang berdaftar CJCP setelah ditawarkan perolehan tersebut, maka petender hendaklah memaklumkan dengan segera kepada Bahagian Pengurusan Perolehan, Jabatan Pentadbiran atau

Jabatan Pelaksana berkenaan perubahan status pendaftaran syarikat tersebut di bawah Akta CJCP.

20. Harga Indikatif Jabatan

Harga Indikatif Jabatan bagi tender ini adalah seperti dinyatakan di dalam **Bahagian 3 : Harga Indikatif Jabatan.**

Harga Indikatif Jabatan adalah merupakan suatu anggaran sahaja dan amaun tersebut tidak mengikat Datuk Bandar Kuala Lumpur atau mana-mana pihak yang lain juga bagi maksud mengelakkan kekeliruan yang mungkin berbangkit.

Datuk Bandar Kuala Lumpur tidak menjamin bahawa syarikat akan dipilih atau boleh menyiapkan kerja dengan bersandarkan Harga Indikatif Jabatan.

21 Senarai Kuantiti/Ringkasan Tender

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.

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.

Petender yang berjaya hendaklah, dalam masa tujuh (7) hari apabila diminta oleh Pegawai Penguasa 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.

Tiada sebarang perubahan, tambahan atau sebarang nota dibenarkan dibuat kepada Dokumen Tender dan/atau Senarai Kuantiti ini yang mengubah teks yang tercetak.

22. Kos Tender

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

23. *Pelarasan Harga Dan Kadar Harga*

Ringkasan Tender dan Senarai Kuantiti akan diteliti dan diselaraskan oleh Datuk Bandar Kuala Lumpur untuk memastikan kemunasabahannya sebelum tender disetujuterima sebagaimana yang diperuntukkan di bawah Fasal 26 Syarat-Syarat Kontrak DBKL 203A. Harga dan kadar harga yang diselaraskan hendaklah tidak mengubah jumlah harga di Borang Tender.

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. *Peruntukan Syarat Perubahan Harga (Variation Of Price) Dalam Kontrak (Jika berkaitan)*

Petender-Petender adalah diberitahu bahawa Tender ini adalah berdasarkan harga tender tetap. Petender-petender juga diberitahu bahawa klausa 30 Syarat-Syarat Kontrak DBKL 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. *Sijil Score Lembaga Pembangunan Industri Pembinaan Malaysia (LPIPM) (Jika berkaitan)*

Petender dikehendaki mengemukakan Salinan Sijil SCORE dari LPIPM yang masih sah pada Tarikh Tutup Tender (tidak lebih satu (1) tahun dari Tarikh sijil dikeluarkan) dengan minimum dua (2) bintang (*Bagi Petender Gred G1-G6*) atau dengan minimum tiga (3) bintang (*Bagi Petender Gred G7*) terutama kepada Petender yang menawarkan harga tender di bawah paras Harga *Cut-Off*.

26. *Mematuhi Akta Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB) 1994 (Akta 520) (Jika berkaitan)*

Petender yang berjaya bagi semua tender yang bernilai melebihi RM500,000.00 akan dikenakan levi sebanyak persepuluh peratus (0.125%) daripada nilai harga kontrak seperti yang ditetapkan di bawah seksyen 34(2) Akta Lembaga Pembangunan Industri Pembinaan Malaysia (LPIPM) 1994 (Akta 520). Sehubungan dengan itu, adalah menjadi tanggungjawab Petender yang berjaya untuk membuat bayaran levi kepada pihak LPIPM.

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

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.

Petender dikehendaki mengambilkira dalam harga tender untuk pematuhan perkara 30.1.

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.

B. TATACARA PENILAIAN TENDER

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 pengalaman kerja, keupayaan dan kakitangan teknikal serta prestasi kerja semasa petender**. Untuk membolehkan penilaian dibuat, petender dikehendaki melengkapkan borang-borang **di Lampiran C – Borang Maklumat Petender (BRG/JP/BPP(Pind.1/2025))** 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 | Kakitangan Teknikal |
- 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);
- iv) 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 . **(Petender Gred G7 adalah DIWAJIBKAN)**
 - b. Salinan Penyata Bulanan Bank bagi tiga (3) bulan terakhir sebelum bulan tutup tender yang **disahkan** oleh pegawai yang diberi kuasa oleh bank berkenaan . **(Petender Gred G7 adalah DIWAJIBKAN)**
 - 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 Datuk Bandar Kuala Lumpur 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) Salinan Penyata Caruman KWSP bagi bulan caruman terkini (bulan sebelum tarikh tutup tender atau sebulan sebelumnya yang mengandungi nama setiap kakitangan teknikal atau salinan perjanjian perkhidmatan professional yang diambil berkhidmat secara Kontrak, yang disenaraikan di **Borang F**.
- iv) Salinan sijil kelulusan/kelayakan setiap kakitangan teknikal Kategori A dan B yang disenaraikan di **Borang F**.

- v) 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**.

1.5 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 (*Bagi Petender Gred G1-G6*) atau dengan minimum tiga (3) bintang (*Bagi Petender Gred G7*) 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 Datuk Bandar Kuala Lumpur 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 Datuk Bandar Kuala Lumpur ke atas Petender.

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF
PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR**

BAHAGIAN 3. HARGA INDIKATIF JABATAN



DEWAN BANDARAYA KUALA LUMPUR

HARGA INDIKATIF JABATAN DAN TEMPOH SIAP KERJA MAKSIMUM

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH KUALA LUMPUR

Harga Indikatif Jabatan bagi perolehan ini adalah **RM 3,300,000.00**

Tempoh Siap Kerja Maksimum bagi perolehan ini adalah **60 Minggu**

1. Harga Indikatif Jabatan adalah merupakan suatu anggaran sahaja dan amaun tersebut tidak mengikat DATUK BANDAR Kuala Lumpur atau mana-mana pihak yang lain juga bagi maksud mengelakkan kekeliruan yang mungkin berbangkit.
2. DATUK BANDAR Kuala Lumpur tidak menjamin bahawa syarikat akan dipilih atau boleh menyiapkan kerja dengan bersandarkan Harga Indikatif Jabatan.
3. Mana-mana petender yang menawarkan tempoh yang melebihi Tempoh Siap Kerja Maksimum adalah TIDAK LAYAK dipertimbangkan.

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF
PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR**

BAHAGIAN 4. BORANG TENDER

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

Kontrak No tahun 20...
Contract No *Of*

bagi Kerja-Kerja tersebut di bawah ini yang dibuat pada
haribulan.....20..... oleh pihak-pihak yang bertandatangan di bawah ini,
adalah berhubung dengan Borang Tender ini yang menjadi sebahagian daripada Kontrak tersebut dan
yang hendaklah dibaca dan diertikan sedemikian.

for the under-mentioned Works entered into on the day of *by the undersigned*
parties, refers to this Form of Tender which is and shall be read and construed as part of the said
Contract.

.....
Tandatangan Kontraktor
Signature of Contractor

.....
Tandatangan Pegawai
Signature of Officer

(Nama Penuh.....)
Name in Full
Atas sifat.....
In the capacity of
yang diberi kuasa dengan sepenuhnya
menandatangani untuk dan bagi pihak
duly authorised to sign for and on
behalf of

(Nama Penuh)
Name in Full
Jawatan.....
Designation
Untuk dan bagi pihak DATUK BANDAR
KUALA LUMPUR
For and on behalf of DATUK BANDAR
KUALA LUMPUR

.....
Meterai atau cap Kontraktor
Contractor's seal or chop

Saksi
Witness
(Nama Penuh.....)
Name in Full
Pekerjaan
Occupation
Alamat
Address

Saksi
Witness
(Nama Penuh)
Name in Full
Jawatan
Designation

DEWAN BANDARAYA KUALA LUMPUR**BORANG TENDER**
(FORM OF TENDER)

TENDER BAGI **CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH KUALA LUMPUR**

TENDER FOR

mengikut Pelan-Pelan No. Tidak berkaitan
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 KUALA LUMPUR
DEWAN BANDARAYA KUALA LUMPUR
JALAN RAJA LAUT, 50350 KUALA LUMPUR.

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 menawar untuk melaksana 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 dilaksana dan dibekalkan oleh pihak Kontraktor, bagi Kerja-Kerja yang diperihalkan di atas, dengan menepati Dokumen Tender tersebut bagi jumlah 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.

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH KUALA LUMPUR

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 jika Tender ini disetujuterima, harga dan kadar harga dalam Senarai Kuantiti hendaklah diteliti dan diselaraskan oleh Pegawai Penguasa tentang kemunasabahannya tetapi jumlah wang pukal yang ditenderkan di bawah ini hendaklah tetap tak berubah. Senarai Kuantiti yang terletak harganya tersebut, selepas diperbetulkan atau diselaraskan sebagaimana yang diperuntukkan dalam Syarat-Syarat Kontrak, hendaklah menjadi asas bagi menilaikan perakuan bayaran sementara dan apa-apa perubahan yang mungkin diarahkan oleh Pegawai Penguasa dari semasa ke semasa.

The undersigned agrees to be bound by and submit to the Conditions of Contract and priced Bills of Quantities and/or Specification and agrees that if this Tender is accepted, the prices and rates in the Bills of Quantities shall be scrutinized and adjusted by the Superintending Officer as to their reasonableness but the lump sum tendered herein below shall remain unaltered. The said priced Bills of Quantities after rectification or adjustment as by the Conditions of Contract provided, shall form the basis for variation of interim payment certificates 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-Kerja itu dalam masa.....minggu dari tarikh pemilikan tapak bina atau dalam apa-apa tempoh lanjutan yang diperuntukkan dalam Syarat-Syarat Kontrak

And further, the undersigned agrees to complete the Work within weeks 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.....

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:

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

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH KUALA LUMPUR

6. Bahawasanya adalah diketahui bahawa DATUK BANDAR 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 bagi sebutharga dan satu ratus dua puluh (120) hari bagi tender 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 DATUK BANDAR 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 for Quotations and hundred twenty (120) days for Tenders 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 disetujuterima, 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 atau
Bank Guarantee or
- (ii) Jaminan Insurans Takaful atau
Insurance Takaful Guarantee or
- (iii) 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.
- (iv) Drafbank atau Tunai

8. Yang bertandatangan di bawah ini bersetuju, jika Tender ini disetujuterima, 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 followings:

- (a) Bon Pelaksanaan (jika petender memilih kaedah Jaminan Bank / Insurans Takaful) dan jikalau gagal pada tarikh milik tapak, DATUK BANDAR berhak untuk melaksanakan kaedah Wang Jaminan Pelaksanaan;
Performance Bond (if the tender opts for Bank / Insurance Takaful Guarantee) and failure to submit the said bond by the date of possession of site entitle the DATUK BANDAR to implement the Performance Guarantee Sum option;
- (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;

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH
KUALA LUMPUR**

- (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 Sosisl Pekerja (PERKESO);
Registration number under Employee's Social Security (SOCSO) Scheme;

Yang bertandatangan di bawah ini selanjutnya bersetuju mendeposit Polisi Insurans bagi Kerja-Kerja itu dan melaksanakan Perjanjian Kontrak yang formal dalam masa yang munasabah selepasnya itu.

The undersigned further agrees to deposit the Insurance Policies for the Works and to execute the formal Contract Agreement within a reasonable time thereafter.

9. 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 walaupun Perjanjian Kontrak yang formal belum dilaksanakan.

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 notwithstanding that a formal Contract Agreement has been executed.

10. Jumlah Ganti Rugi Tertentu / Ganti Rugi Ditetapkan bagi kontrak ini dibawah fasal 40 Borang DBKL 203 (Rev. 1/2010) / DBKL 203A (Rev. 1/2010) {yang mana berkaitan} adalah pada kadar RM...../hari

Liquidated and Ascertained damages under this contract clause 40 Borang DBKL 203 (Rev. 1/2010) / DBKL 203A (Rev. 1/2010) {as per related} at the rate of RM...../day

11. 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.

12. 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,

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR

**BAHAGIAN 5. SYARAT-SYARAT PERJANJIAN /
SYARAT-SYARAT AM KONTRAK
(Borang DBKL 203A / 203 {Rev. 1/2010})**

**STANDARD FORM OF CONTRACT TO BE USED
WHERE DRAWINGS AND SPECIFICATIONS
FORM PART OF THE CONTRACT**

**BORANG KONTRAK DBKL 203
(Rev. 1/2010)**

Untuk Kegunaan DBKL Sahaja

TABLE OF CONTENTS

	Clause	Page
1.0	DEFINITIONS AND INTERPRETATIONS	2
2.0	CONTRACT PERIOD	4
3.0	THE S.O. AND S.O.'S REPRESENTATIVE	4
4.0	S.O.'S RIGHT TO TAKE ACTION	5
5.0	S.O.'S INSTRUCTIONS	5
6.0	SCOPE OF CONTRACT	6
7.0	CONTRACT SUM	6
8.0	CONTRACT DOCUMENTS	6
9.0	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE CONTRACTOR	7
10.0	OBLIGATIONS OF THE CONTRACTOR	8
11.0	INSPECTION OF SITE	9
12.0	PROGRAMME OF WORK	9
13.0	PERFORMANCE BOND/PERFORMANCE GUARANTEE SUM	10
14.0	INDEMNITY IN RESPECT OF PERSONAL INJURIES AND DAMAGE TO PROPERTY	11
15.0	INSURANCE AGAINST PERSONAL INJURIES AND DAMAGE TO PROPERTY	11
16.0	INDEMNITIES TO DATUK BANDAR KUALA LUMPUR IN RESPECT OF CLAIMS BY WORKMEN	13
17.0	EMPLOYEES' SOCIAL SECURITY ACT, 1969	13
18.0	INSURANCE OF WORKS	14
19.0	SETTING OUT	15
20.0	UNFIXED MATERIALS AND GOODS	15
21.0	COMPLIANCE WITH THE LAW	15
22.0	DESIGN	15
23.0	EMPLOYMENT OF WORKMEN	17
24.0	VARIATIONS	18
25.0	VALUATION OF VARIATION	19
26.0	SUMMARY OF TENDER	19

Clause	Page
27.0 MEASUREMENT OF WORKS	20
28.0 PAYMENT TO CONTRACTOR AND INTERIM CERTIFICATES	20
29.0 ADJUSTMENT OF CONTRACT SUM	21
30.0 FLUCTUATION OF PRICE	21
31.0 FINAL ACCOUNT AND PAYMENT CERTIFICATE	22
32.0 EFFECT OF S.O.'S CERTIFICATES	22
33.0 DEDUCTION FROM MONEY DUE TO CONTRACTOR	22
34.0 PRIME COST / PROVISIONAL SUMS	23
35.0 MATERIALS, GOODS AND WORKMANSHIP	23
36.0 INSPECTION AND TESTING OF MATERIALS, GOODS AND EQUIPMENT	24
37.0 CONSTRUCTIONAL PLANT, EQUIPMENT, VEHICLES AND MACHINERIES	24
38.0 POSSESSION OF SITE	25
39.0 COMPLETION OF WORKS	26
40.0 DAMAGES FOR NON-COMPLETION	27
41.0 SECTIONAL COMPLETION	27
42.0 PARTIAL OCCUPATION TAKING OVER BY DATUK BANDAR KUALA LUMPUR	28
43.0 DELAY AND EXTENSION OF TIME	29
44.0 CLAIMS FOR LOSS AND EXPENSE	30
45.0 INVESTIGATION BY THE DATUK BANDAR KUALA LUMPUR AND OTHER PERSONS IN CASE OF ACCIDENT, FAILURE OR OTHER EVENT	30
46.0 ACCESS FOR WORKS, ETC.	30
47.0 SUB-CONTRACT OR ASSIGNMENT	31
48.0 DEFECTS AFTER COMPLETION	31
49.0 UNFULFILLED OBLIGATIONS	32
50.0 SUSPENSION OF WORKS	32
51.0 EVENTS AND CONSEQUENCES OF DEFAULT BY THE CONTRACTOR	33
52.0 TERMINATION ON NATIONAL INTEREST	36

Clause	Page
53.0 TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES	36
54.0 PAYMENTS UPON SUSPENSION AND TERMINATION ON NATIONAL INTEREST	37
55.0 EVENTS AND CONSEQUENCES OF DEFAULT BY THE DATUK BANDAR KUALA LUMPUR	37
56.0 CERTIFICATE OF TERMINATION COSTS	38
57.0 SURVIVING RIGHTS	39
58.0 EFFECT OF FORCE MAJEURE	39
59.0 SITE AGENT AND ASSISTANTS	40
60.0 NOMINATED SUB-CONTRACTORS AND/OR NOMINATED SUPPLIERS	40
61.0 PAYMENT TO NOMINATED SUB-CONTRACTOR OR SUPPLIERS	41
62.0 NO LIABILITY OF DATUK BANDAR KUALA LUMPUR TO NOMINATED AND/OR SUB-CONTRACTOR OR SUPPLIER	41
63.0 RESPONSIBILITIES OF CONTRACTOR TO NOMINATED AND/OR SUB-CONTRACTORS OR SUPPLIERS	41
64.0 INTELLECTUAL PROPERTY RIGHTS	42
65.0 ANTIQUITIES	42
66.0 ARBITRATION	43
67.0 NOTICE, ETC.	44
68.0 SAFETY AT THE SITE	44
69.0 ADVANCE PAYMENT	45
70.0 AMENDMENT	46
71.0 CONFIDENTIALITY	46
72.0 STAMP DUTY	46
73.0 SEVERABILITY	47
74.0 WAIVER	47
75.0 LAWS APPLICABLE	47
76.0 SUCCESSORS BOUND	47
77.0 EPIDEMICS AND MEDICAL ATTENDANCE	47
78.0 TECHNOLOGY TRANSFER	47
79.0 GENERAL DUTIES AND PERFORMANCE STANDARD	47

	Clause	Page
80.0	RESTRICTION AND PROCEDURE ON USE OF IMPORTED MATERIALS AND GOODS	48
81.0	TIME	48

Untuk Kegunaan DBKL Sahaja

CONTRACT NO: _____ of 20__

AGREEMENT to be met from: Head

Sub-head

Year of

THIS AGREEMENT is made on the _____ day of _____ 20__

BETWEEN

DATUK BANDAR KUALA LUMPUR, a corporation sole established under Section 5 of the Federal Capital Act 1960 and having its office at Menara DBKL 1, Jalan Raja Laut, 50350 Kuala Lumpur (hereinafter called "**Datuk Bandar**") of the one part;

AND

_____ [Name of Contractor]
(Company No.: _____), a company incorporated in Malaysia under the Companies Act 1965 and having its registered office at _____

(hereinafter called the "**Contractor**") of the other part.

(Datuk Bandar and the Contractor shall hereinafter individually be referred to "**Party**" or collectively as the "**Parties**").

WHEREAS:

A. Datuk Bandar is desirous of _____
_____ at _____
(hereinafter referred to as the "**Works**") and has caused Drawings, Bills of Quantities, Specification describing the work to be done to be prepared.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definition

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

- (a) **"Contract"** means this contract and the appendices attached hereto;
- (b) **"Contract Documents"** 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 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. s 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 Datuk Bandar;
- (j) **"Officer Named"** means officer empowered to take action on behalf of the Datuk Bandar pertaining to clauses _____;
- (k) **"Prime Cost" or abbreviation "P.C. Sum"** means a sum for works or services to be executed by a Nominated Sub-Contractor or sums for materials or goods to be 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 Datuk Bandar for working space or any other purposes as may be specifically designated in this Contract and whether the same may be on the Site or not;
- (n) **"S.O."** means the Superintending Officer who shall be Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar and/or his successors in office;
- (o) **"S.O.'s Representatives"** means any person or persons delegated or authorized in writing by the S.O. to perform any of the duties of the S.O. as may be from time to time notified in writing to the Contractor by the S.O.
- (p) **"Works"** means the works specified in the Contract Documents and shall include temporary work.

(The remainder of this page is intentionally left blank)

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 _____ expiring 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 Datuk Bandar as though it had been given by the S.O. PROVIDED THAT failure of the S.O.'s Representative to disapprove any work or material shall not prejudice the power of the S.O. thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- (c) If the Contractor is not satisfied with any decision of the S.O.'s Representative, the Contractor shall refer the matter to the S.O. who shall confirm, reverse or vary the decision of the S.O.'s Representative.

- (d) The delegation under this clause shall not preclude the S.O. from himself exercising or performing at any time any of the delegated powers and duties.

4.0 S.O.'S RIGHT TO TAKE ACTION

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

- (a) the power of the S.O. to issue instruction requiring a variation under clause 24 shall be subject to the financial limits as set out in Appendix 1 hereto. If the instruction for a variation under clause 24 is more than the financial limits as set out in the Appendix 1, the S.O. shall obtain the prior written approval of the relevant authorities of Datuk Bandar; and
- (b) the right to act on behalf of the Datuk Bandar in respect of any matter which arises out of the provisions of clauses 51, 52, 53, 58 and 66 shall be exercised by the Officer Named in Appendix 1.

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

5.0 S.O.'S INSTRUCTIONS

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

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

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

5.3 If within seven (7) days after receipt of a written notice from the S.O. requiring compliance of an instruction and the Contractor does not comply therewith, then the S.O. without prejudice to any other rights or remedies available to Datuk Bandar 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 Datuk Bandar 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). Datuk Bandar 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 Datuk Bandar. Datuk Bandar 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 Datuk Bandar 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

Datuk Bandar 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 un-priced 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), un-priced 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, un-priced 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 Datuk Bandar 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 Datuk Bandar has entered into this Contract in reliance on its representations and warranties as aforesaid.

9.2 Undertakings of the Contractor

The Contractor undertakes that-

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

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 Datuk Bandar;
- (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 Datuk Bandar for reporting and co-ordination purposes;
- (e) at all times perform the Works in such manner as will always safeguard and protect Datuk Bandar 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 Datuk Bandar to the Contractor;

- (f) inform Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar, 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar 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 fulfill 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 Datuk Bandar pursuant to any claim under the Performance Bond, the Contractor shall issue to the Datuk Bandar further security in the form of additional performance bond or bonds for an amount not less than the amount so paid to Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar or its agents and servants. The Contractor expressly agrees that in the absence of any such act, omission or negligence as aforesaid Datuk Bandar shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death;
- (b) it shall indemnify and keep indemnified the Datuk Bandar from and against all actions, suits, claims or demands, proceedings, losses, damages, compensation, costs (including legal cost), charges and expenses whatsoever to which the Datuk Bandar shall or may be or become liable in respect of or arising from-
 - (i) the negligent use, misuse or abuse by the Contractor or its personnel, servants, agents or employees appointed by the Contractor;
 - (ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to by carrying out of the Works by the Contractor to any person and not caused by the negligence or willful act, default or omission of the Datuk Bandar, 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 Datuk Bandar 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 Datuk Bandar under clause 14 hereof, the Contractor shall, as a condition precedent to the commencement of any work under this Contract, effect and maintain such insurances whether with or

without an excess amount as specified in Appendix hereto as are necessary to cover the liability of the Contractor and all sub-contractors, whether nominated or otherwise.

- (b) Such insurance shall be for the purpose of personal injuries or death, damage or loss to property, movable or immovable, arising out of, or in the course of, or by reason of the execution of the Works and caused by any negligence, omission, breach of contract or default of the Contractor or any sub-contractor, whether nominated or otherwise, or of any servants or agents of the Contractor or of any such sub-contractor, whether nominated or otherwise. Where an excess amount is specified in Appendix, the Contractor shall bear the amount of such excess. The policy or policies of insurance shall contain a cross liability clause indemnifying each of the jointly insured against claims made by on him by the other jointly insured.
- (c) Such insurance as referred to under sub-clause (a) hereof shall be effect with an insurance company as approved by the Datuk Bandar and maintained in the joint names of the Datuk Bandar 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 Defaults in Insuring

If the Contractor fails to effect or renew such insurances as are required to be effected and maintained under this Contract, Datuk Bandar 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 Datuk Bandar 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

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 DATUK BANDAR IN RESPECT OF CLAIMS BY WORKMEN

16.1 Workmen Compensation

- (a) The Contractor shall be liable for and shall indemnify and keep indemnify Datuk Bandar 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 Datuk Bandar 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 Defaults in Complying with SOCSO

If the Contractor fails to comply with the terms of this Clause, Datuk Bandar or the S.O. on its behalf may without prejudice to any other remedy available to Datuk Bandar 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 Datuk Bandar 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 unfixated 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 Datuk Bandar under this Contract. Such insurance policy or policies shall provide expressly for payment in the first place to Datuk Bandar 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 Defaults in Insuring

If the Contractor fails to effect or renew such insurance as are necessary under this clause, Datuk Bandar 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 unfixated 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 Datuk Bandar and then (less any such amounts as are specifically required in Appendix or elsewhere in the Contract Documents) be released to the Contractor by installments 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 Datuk Bandar 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 Datuk Bandar.
- 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 Datuk Bandar, 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 Datuk Bandar 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 Datuk Bandar, 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 Datuk Bandar, 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 Datuk Bandar 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 Datuk Bandar.
- (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 Datuk Bandar 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 Datuk Bandar, on demand by Datuk Bandar 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 Datuk Bandar in accordance with sub-clause (a) above, the Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar shall be issued to Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar.
- (c) The Contractor shall on the commencement of the Works furnish to the Datuk Bandar 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 recognized in the state where this Contract is being carried out; or
- (c) between the hours of six in the evening and six in the following morning;

without the written permission of the S.O. PROVIDED THAT when such written application of the Contractor is approved by the S.O., the Contractor shall comply fully with all the requirements of the Employment Ordinance 1955 in regard thereto or any subsequent modification or re-enactment thereof and shall bear any costs for compliance therewith, and any extra costs incurred by Datuk Bandar 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 Defaults 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 Datuk Bandar 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 day work price as specified in Appendix. Unless otherwise provided in the Bills of Quantities, the day work 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 day work 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 SUMMARY OF TENDER

- 26.1 The Summary of Tender, Provisional Bills of Quantities (if any), shall be the basis of the Contract Sum. Any error in description or quantity or omission of Works from the Summary of Tender and Provisional Bills of Quantities (if any) and 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 Datuk Bandar Kuala Lumpur reserves the right to adjust the rates in the Schedules of Rates and the prices in the Summary of Tender submitted by the Contractor to ensure their reasonableness before acceptance of tender and the decision of the Datuk Bandar Kuala Lumpur shall be final.
- 26.3 Any adjustment of the prices in the Summary of Tender required under clause 26.2 and any arithmetical error in the Summary of Tender shall before the signing of this Contract be so adjusted and rectified so that, the total amount in the Summary of Tender shall correspond to the lump sum amount tendered by the Contractor in the Form of Tender. Provided always the lump sum amount shown in the Form of Tender shall remain unaltered.

Provided further that Provisional and Prime Cost Sums shall be not be subjected to such adjustment of prices.

- 26.4 Subject to the Clauses 8.2(a) and 11 hereof, the quality and quantity of the Works included in the Contract Sum shall be to be what which is shown upon the Contract Drawings or described in the Specification and/or the Summary Of Tender. Where quantities of work are given in the Contract Drawings and/or the Specification and/or the Summary of Tender for the purpose of tendering, unless otherwise stated, these shall be deemed to form part of this Contract and the method of measurement of and payment for the same shall be made in accordance with the rules as set down in the Contract Drawings and/or the Specification and/or Summary of Tender.

Provisional Quantities

- 26.5 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 fulfillment of his obligations under the Contract. The amount to be paid to the Contractor in respect of such Works upon completion of this Contract shall be ascertained by remeasurement of the work as it is actually executed. The rates in the "provisional" Bills of Quantities shall determine the valuation of the Works of similar character and executed under similar conditions as work priced therein. The said rates, where work is not of similar character or executed under similar conditions as foresaid, shall be the basis of rates for the same so far as maybe reasonable, filling which a fair valuation thereof shall be made by the S.O.
- 26.6 For the purpose of clause 26.5, 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 re-measured 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 Datuk Bandar 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 Datuk Bandar 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), Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar 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. Datuk Bandar 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 Datuk Bandar or any permitted deductions made by Datuk Bandar or the S.O. on its behalf, the Final Certificate shall state any final balance due from Datuk Bandar to the Contractor or from the Contractor to Datuk Bandar, 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 Datuk Bandar 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 Datuk Bandar and the Contractor if the dispute is brought whether before an arbitrator or in the Courts.

33.0 DEDUCTION FROM MONEY DUE TO CONTRACTOR

Datuk Bandar or the S.O. on its behalf shall be entitled to deduct any money owing from the Contractor to the Datuk Bandar under this Contract from any sum which may become due or is payable by the Datuk Bandar to the Contractor under this Contract or any other contracts to which Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar's right to reject the lowest or any tender. If the tender of 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 Datuk Bandar.

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 Datuk Bandar, PROVIDED THAT for the purposes of this clause only (but for no other), if the Contractor shall produce to Datuk Bandar 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 thereon 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 Datuk Bandar 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) Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar's right to terminate this Contract, when the S.O. issues the Certificate of Non-Completion, Datuk Bandar shall be entitled to recover from the Contractor, Liquidated and Ascertained Damages calculated at the rate stated in Appendix 1 from the period of the issuance of the Certificate of Non-Completion to the date of issuance of Certificate of Practical Completion or the date of termination of this Contract. The S.O. may deduct such Liquidated and Ascertained Damages from any money due or to become due to the Contractor, failing which such damages shall be recovered from the Performance Bond or as a debt due from the Contractor. The S.O. shall inform the Contractor in writing of such deduction.

40.3 The Liquidated and Ascertained Damages stated in Appendix 1 shall be deemed to be a reasonable amount of loss which the Datuk Bandar 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 Datuk Bandar the said amount(s) if the same become due without the need of the Datuk Bandar 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 Datuk Bandar 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 DATUK BANDAR

- 42.1. If at any time before the whole of the Works have reached practical completion pursuant to clause 39, Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar 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 neighboring 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 Datuk Bandar 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 Datuk Bandar shall be discharged from all liability in connection with the claim.

45.0 INVESTIGATION BY DATUK BANDAR AND OTHER PERSONS IN CASE OF ACCIDENT, FAILURE OR OTHER EVENT

Where Datuk Bandar, 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 Datuk Bandar, 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 Datuk Bandar 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 consent to by Datuk Bandar 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 Datuk Bandar 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 Remediating 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 Defaults 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar shall remain liable for the fulfillment of any obligation 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar

(b) Termination

If the Contractor fails to remedy the breach within such period, the Datuk Bandar 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 Datuk Bandar, as specified by the S.O. Failing which, Datuk Bandar 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 Datuk Bandar, if so required by the S.O., at no cost or expense to Datuk Bandar, 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 Datuk Bandar or any person deemed necessary by Datuk Bandar for the purpose of completing the Works;

PROVIDED THAT the Datuk Bandar 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 Datuk has paid but the Contractor has failed to make payment to the third party;

- (F) at no cost to the Datuk Bandar, hand over to Datuk Bandar all plans, designs, specification and other relevant documents relating to the Works;
 - (G) pay to Datuk Bandar 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) Datuk Bandar 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 Datuk Bandar, 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 Datuk Bandar 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, Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar, 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 Datuk Bandar, Datuk Bandar 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) Datuk Bandar shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar 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 DATUK BANDAR DEFAULT OF OBLIGATIONS

(a) Events of Default

If Datuk Bandar without any reasonable cause fails to perform or fulfill any of its obligations which adversely affects the Works, then the Contractor may issue a notice specifying the default by the Datuk Bandar and requiring the Datuk Bandar to remedy the same within the period specified therein taking into account the nature of the remedy to be carried out by Datuk Bandar or such other period as may be agreed by both Parties from the date of receipt of such notice.

b) Termination

If Datuk Bandar 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) Datuk Bandar shall pay to the Contractor-

- (i) the value of the Works carried out up to the date of termination;

- (ii) 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;
- (iii) 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 Datuk Bandar upon such payment being made to the Contractor); and
- (iv) 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.

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 Datuk Bandar enable the S.O. to make a reasonably accurate assessment of the ultimate cost to the Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar;
- (b) the sums paid or payable to other contractors or persons engaged by Datuk Bandar 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 Datuk Bandar in completing the Works; and
- (e) the amount of direct loss and/or damage caused to Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar and if greater the difference shall be a debt payable by the Datuk Bandar 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 Datuk Bandar, 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 Datuk Bandar 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 Datuk Bandar standard form of sub-contract for Nominated Sub-contractor (Form DBKL 203N) or for Nominated Supplier (Form DBKL 203P), as the case may be; or
- (d) a person who will not give to Datuk Bandar such indemnity with terms and conditions as provided in Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar direct to the Nominated Sub-contractors or Suppliers. The amount paid by the Datuk Bandar direct to the Nominated Sub-contractors or Suppliers shall be deemed to be a payment to the Contractor by Datuk Bandar 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 Datuk Bandar may pay to the Contractor out of any money otherwise due to a Nominated Sub-contractors or Suppliers:
- (a) any amount which Datuk Bandar 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 DATUK BANDAR TO NOMINATE AND/OR SUB-CONTRACTOR OR SUPPLIER

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

63.0 RESPONSIBILITIES OF CONTRACTOR TO NOMINATE 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. Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar. The proprietary rights in the Works shall vest in Datuk Bandar 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 Datuk Bandar'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 Datuk Bandar 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 Datuk Bandar for the amount of any direct loss or damage sustained or incurred by Datuk Bandar during such modification or replacement).
- 64.4 The Contractor shall indemnify Datuk Bandar 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 Datuk Bandar may incur in any action for which such infringements or for which Datuk Bandar 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 Datuk Bandar 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
 - (e) 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 Datuk Bandar 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 **Joss** and/or expense shall be added to the Contract Sum.

66.0 ARBITRATION

66.1 If any dispute or difference shall arise between Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar and the Contractor upon agreement shall appoint another person to act as the arbitrator, and in the event Datuk Bandar 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 Datuk Bandar and the Contractor is as shown below or such other address as either party may have notified the sender:

to Datuk Bandar:

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 Datuk Bandar, the Contractor shall submit to the S.O a safety programme to ensure that all construction activities required for the execution of the Works are carried out in a safe manner and in compliance with Safety Requirements.
- (b) The safety programme shall be subject to the approval of the S.O. The submission to and approval by the S.O of the safety programme shall not relieve the Contractor of

any of his obligations and liabilities pertaining to the safety requirement under the Contract.

68.3 Safety Officer and Personnel

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

68.4 Safety Measures

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

69.0 ADVANCE PAYMENT

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

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

\$0 = 200 fj percent of \$P B

Where \$D	=	cumulative deduction to me 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar's 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar 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 Datuk Bandar and shall comply with all law, statutes and any guidelines or direction issued by Datuk Bandar 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 Datuk Bandar's Interest

The Contractor shall at all times perform the Works in such manner as will always safeguard and protect the Datuk Bandar's interest and 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, Datuk Bandar 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 Datuk Bandar, 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 Datuk Bandar, with suitable local materials, plant, equipment, vehicles or other goods, including making any necessary sequential 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 Datuk Bandar'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.

The Official Seal of the)
DATUK BANDAR KUALA LUMPUR)
is hereunto affixed in accordance)
with Section 5 of the)
Federal Capital Act 1960)

.....

The Common Seal of)
_____)
*(Co. No.: _____))
in the presence of :)

.....
Director

Name: _____

NRIC No.: _____

.....
Director/Company Secretary

Name: _____

NRIC No.: _____

SIGNED for and on behalf of)
_____)
_____)
in the presence of :)

.....
Name: _____

NRIC No.: _____

Designation: _____

* 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 Datuk Bandar Kuala Lumpur 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

.....

Policy No.....

Period of insurance.....

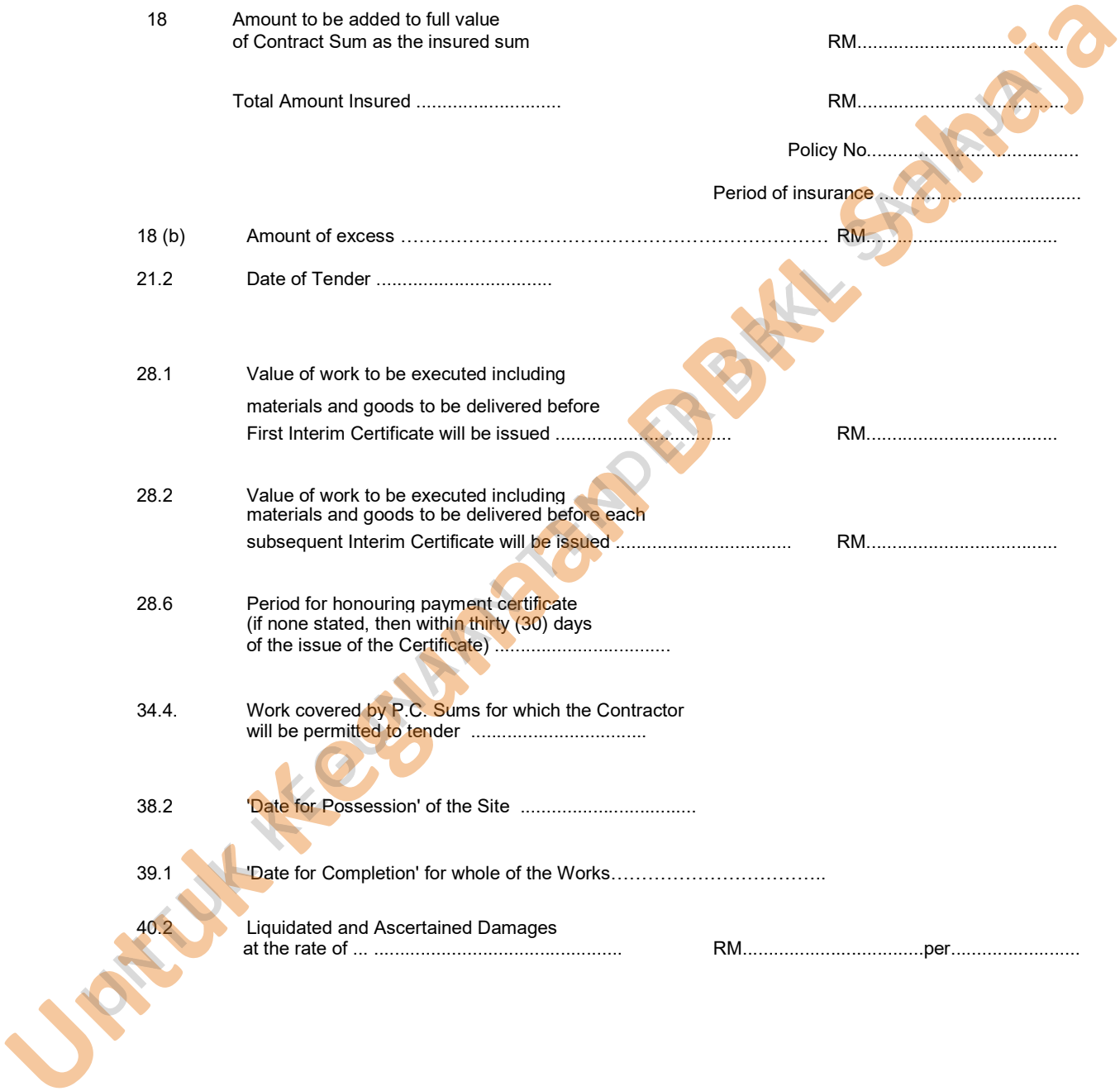
15.1 (b) Amount of excess

RM.....

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

Clause

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



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

Clause

41.1 Sectional Completion:

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

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

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

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

Untuk Kegunaan DBKL Sahaja

ADDENDUM NO. 1 TO THE CONDITIONS OF CONTRACT
BORANG KONTRAK DBKL 203/203A (Rev. 1/2010)

NO.	AMENDMENTS
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1. Page 20, Clause 28 (DBKL203) / Page 21, Clause 28 (DBKL203A)

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

- 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 Contract Payments. The submission shall Include the following:
- (a) the value of Works done and property 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 tests and environmental 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 Datuk Bandar PROVIDED THAT the total value in each monthly calculation 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 reasonable 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 payments shall be made for the full value of the unfixed materials and goods.
- 28.5 Within a number of days as stated in Appendix (or if none stated then within thirty (30) days of the issues of any such Interim Certificate), the Datuk Bandar 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 Datuk Bandar 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 fails to submit full particulars of written 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 Datuk Bandar shall be discharged from all liabilities in connection with the Interim Payments.

2. Page 22, 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 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 Datuk Bandar for all amounts previously paid by the Datuk Bandar and for all sums to which the Datuk Bandar is entitled under the Contract up to the date of the Certificate of Completion of making God 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 assessment based on the available documents submitted by the Contractor for the purpose of the Final Account. The Datuk Bandar 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 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
- 31.5 The Final Certificate shall be supported by documents, and full particulars complete with receipts, vouchers record 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 Datuk Bandar or any permitted deductions made by the Datuk Bandar or the S.O. on its behalf, the Final Certificate shall state any final balance due from the Datuk Bandar to the Contractor or from the Contractor to the Datuk Bandar, 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 Datuk Bandar 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 subcontractors, 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.

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 Datuk Bandar's right to terminate this Contract, when the S.O. issues the Certificate of Non-Completion, the Datuk Bandar 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.

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

NO.	AMENDMENTS
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1. Page 2, Clause 1.1(ea)

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 Tender;

2. Page 45, Clause 69.1 (DBKL203A) / Page 45, Clause 69.1 (DBKL203)

Substitute Clause 69.1 with the new Clause 69.1

69.1 The Contractor shall be required to make advance payment on the Contract amounting to 10% of the Tender Price less the aggregate amount of Prime Cost and Provisional Sums including the value of tax under the Goods and Services Tax 2014 (hereinafter referred to as "Builder's Work") but subject to a maximum of RM10 million in compliance with the following conditions:

- (a) Submission of the Letter of Acceptance duly signed by the Contractor together with the Performance Bond (if any), insurance confirmation from SOCSO Authorities and the receipts for all premium paid;

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.

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

NO.	AMENDMENTS
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1. Page 10, Clause 13

13.0 PERFORMANCE BOND / PERFORMANCE GURANTEE 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 Datuk Bandar 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 (5) percent of the Contract Sum. The amount deducted shall be retained by the Datuk Bandar up to ***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

* Delete whichever is not applicable:-

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

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

**ADDENDUM NO. 4 TO THE CONDITIONS OF CONTRACT
BORANG KONTRAK DBKL 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. The 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 of the Interim Payment Certificate, in all the subsequent Interim Payment Certificates on the basis that the advance payments 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 fifty (50) percent of the total contract value of the Builder’s Work. The amount to be deducted shall be calculated as follows:

$$\$ D = 50 \text{ percent of } \$ P$$

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 $\$ B$ ”.

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

NO.	AMENDMENTS
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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 Datuk Bandar 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 Datuk Bandar 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.”

**ADDENDUM NO. 6 TO THE CONDITIONS OF CONTRACT
BORANG KONTRAK DBKL 203/203A (Rev.1/2010)**

NO.	AMENDMENTS
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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 Datuk Bandar:

Address :...
Tel :...
Fax :...
E-mail Address :...

To the Company:

Address :...
Tel :...
Fax No :...
E-mail 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.

Untuk Kegunaan DBKL Sahaja

**ADDENDUM NO.7 TO THE CONDITIONS OF CONTRACT
BORANG KONTRAK DBKL 203/203A (Rev. 1/2010)**

NO.	AMENDMENTS
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1. 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 17, 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 Datuk Bandar in connection with the supervision of the Works

4. Page 20, 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 22, 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 25, 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 (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.

7. Page 28, Clause 42.0

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

42.0 PARTIAL OCCUPATION/ TAKING OVER BY DATUK BANDAR

42.1 If at any time before the whole of the Works have reached practical completion pursuant to clause 39, Datuk Bandar 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 47, Clause 71.0

Substitute the Clause 71.2 with the new Clause 71.2 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.

9. 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, Datuk Bandar 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.

10. 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

**ADDENDUM NO.8 TO THE CONDITIONS OF CONTRACT
BORANG KONTRAK DBKL 203/203A (Rev.1/2010)**

NO.	AMENDMENTS
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1. Page 43, Clause 66

Substitute the whole clause 66.0 with the new clause 66.0 as follows:

66.0 SETTLEMENT OF DISPUTES

If at any question, dispute, or difference of opinion shall arise between Datuk Bandar and the contractor upon or in relation to or in connection with this agreement or any part thereof, the dispute shall in so far as possible be amicably settled by the parties or by mutual consultation, negotiation and/or consent between Parties. If the dispute is not resolved, either party may forthwith give to the other party notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the court having legal jurisdiction in Malaysia. All cost and expenses relating thereto shall be borne by Contractor.

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH KUALA LUMPUR

BAHAGIAN 6. SKOP KERJA

JABATAN PEMBANGUNAN KOMUNITI DAN KESEJAHTERAAN BANDAR
DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI
KAWASAN PA HANG TUAH, KUALA LUMPUR**

SKOP KERJA

Kontraktor adalah diwajibkan menghadiri lawatan tapak bagi mengenal pasti kawasan, blok dan jenis peralatan yang akan dibuat penggantian.

KETERANGAN AM

1. KAWASAN KERJA

Kawasan yang terlibat di bawah kontrak ini adalah kawasan Projek Perumahan Awam (PA) Loke Yew

Kawasan	Bil. Blok	Blok	Bil. Lif
PA Hang Tuah	2	A	3
		B	3
JUMLAH KESELURUHAN			6

2. PERALATAN

Kontraktor hendaklah menanggal, membekal, mengganti, memasang dan mentauliah dan menyelenggara segala peralatan lif yang berkaitan apabila diarahkan oleh Pegawai Penguasa atau wakilnya.

3. KERJA-KERJA PENGGANTIAN LIF

3.1 Menjalankan kerja-kerja penggantian semua peralatan sistem lif dan peralatan yang berkaitan di kawasan **PA Hang Tuah** apabila diarahkan oleh Pegawai Penguasa atau wakilnya. Kerja-kerja mestilah dijalankan selaras dengan penentuan dan spesifikasi. Bahagian serta peralatan yang dibaiki atau diganti adalah yang dikenal pasti serta disahkan perlu dibaiki atau diganti oleh Pegawai Penguasa atau wakilnya.

3.2 Kontraktor hendaklah menyediakan perkhidmatan kecemasan semasa dan selepas waktu pejabat sekiranya diarahkan berbuat demikian oleh Pegawai Penguasa atau wakilnya dengan tidak melibatkan sebarang kos tambahan.

3.3 Semasa di dalam tempoh kerja-kerja penggantian, kontraktor hendaklah mengenal pasti terlebih dahulu semua laluan kabel elektrik, kabel Telekom, paip gas, paip air dan sebagainya agar tidak berlaku kerosakan. Sekiranya berlaku kerosakan terhadap peralatan tersebut, kontraktor diminta untuk berhubung terus dengan pihak berkuasa yang terlibat dan segala kos baikpulih adalah ditanggung oleh pihak kontraktor.

4. BAIK PULIH

4.1 Kontraktor hendaklah memperbaiki atau mengganti segala kerosakan dan kecacatan ke atas peralatan sistem lif dan peralatan yang berkaitan apabila diarahkan oleh Pegawai Penguasa atau wakilnya.

5. KERJA-KERJA PEMBERSIHAN

5.1 Kerja-kerja pembersihan hendaklah dibuat setiap hari selepas kerja-kerja penggantian atau baik pulih dijalankan.

5.2 Segala sampah sarap hendaklah dibersihkan dan dibuang di tempat pembuangan yang dibenarkan oleh Pegawai Penguasa.

6. SISTEM / LAPORAN KERJA

6.1 Kontraktor hendaklah mengemukakan sistem kerja kepada Pegawai Penguasa atau wakilnya dengan menyediakan jadual kerja dalam bentuk **Carta Perbatuan** sebelum menjalankan kerja di tapak.

6.2 Kontraktor hendaklah mengemukakan kepada Pegawai Penguasa **Laporan Kemajuan kerja pada setiap bulan** atau apabila diarahkan oleh Pegawai Penguasa atau wakilnya.

6.3 Kontraktor hendaklah mengemukakan laporan peralatan kedudukan/status sistem lif dan peralatan yang berkaitan apabila diminta pada bila-bila masa untuk tujuan rujukan.

6.4 Kontraktor hendaklah menggunakan format laporan kerja, laporan kedatangan kakitangan, laporan cadangan/tindakan kerja baik pulih, laporan penggantian alat ganti dan laporan prestasi peralatan yang dikehendaki atau dipersetujui oleh Pegawai Penguasa atau wakilnya. Walau bagaimanapun kontraktor mestilah mengemukakan terlebih dahulu contoh format laporan yang dinyatakan di atas untuk semakan dan penyelarasan semula, jika difikirkan perlu.

7. PERWAKILAN KONTRAKTOR

7.1 Kontraktor dikehendaki menyelaras dengan Bilik Gerakan, Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar bagi kes-kes kecemasan dengan mengambil tindakan baik pulih segera 24 jam.

7.2 Kontraktor dikehendaki menyediakan kakitangan untuk menerima aduan-aduan dari Bilik Gerakan pada musim perayaan, cuti umum dan hari kelepasan am untuk tindakan baik pulih 24 jam dan disahkan siap oleh Petugas Bilik Gerakan.

7.3 Kontraktor hendaklah menyediakan dua (2) set alat telekomunikasi serta aksesori berkaitan kepada Pegawai Penguasa atau wakilnya supaya segala arahan dan aduan dapat disalurkan dengan mudah, cepat dan bekesan. Segala kos adalah termasuk dalam kontrak.

8. BURUH DAN PERALATAN KERJA

- 8.1 Kontraktor hendaklah menyediakan pekerja-pekerja yang sesuai, mempunyai kepakaran, berpakaian seragam dan sentiasa mengutamakan keselamatan bagi kerja yang akan dijalankan.
- 8.2 Kontraktor hendaklah menyediakan dan menggunakan peralatan kerja yang sesuai bagi menyempurnakan kerja-kerja.
- 8.3 Kontraktor hendaklah menyediakan secukupnya kakitangan dan pekerja semasa kerja-kerja penggantian dan baik pulih dijalankan. Pegawai Penguasa atau wakilnya berhak untuk minta kontraktor menambahkan kakitangan atau pekerja, jika difikirkan perlu.
- 8.4 Kontraktor hendaklah menyediakan peralatan kerja yang sesuai semasa kerja kecemasan dijalankan.

BIDANG KERJA

1. KERJA PENGGANTIAN LIF (MEKANIKAL)

- 1.1 Kerja-kerja menanggalkan keseluruhan **Enam (6) unit** lif sedia ada termasuk semua peralatan kelengkapannya. Kontraktor hendaklah menyediakan peralatan kerja yang sesuai termasuk pekerja yang mempunyai kepakaran di dalam melaksanakan kerja tersebut.
- 1.2 Membekal, menghantar, memasang, menguji dan mentauliah pemasangan **Enam (6) unit** lif baharu termasuk peralatan kelengkapannya seperti yang dinyatakan di dalam spesifikasi teknikal.
- 1.3 Menjadi wakil kepada Datuk Bandar di dalam menguruskan perkara-perkara yang berkaitan termasuk Pihak berkuasa berkaitan seperti Jabatan Keselamatan Dan Kesihatan Pekerjaan Malaysia (JKKP) bagi mendapatkan dan memperbaharui Sijil Perakuan Mesin Angkat (PMA) dan keperluan berkaitan.

2. KERJA AWAM

- 2.1 Membekal tenaga buruh dan bahan untuk melaksanakan kerja-kerja baik pulih **Lift Pit** termasuk kerja-kerja "**water proofing**" bagi mengelakkan kebocoran dan kerja ini mestilah dijamin dalam **tempoh satu (1) tahun** dari tarikh penyerahan.
- 2.2 Membekal tenaga buruh, bahan dan peralatan untuk kerja mengecat keseluruhan **bilik jentera lif** dan kesemua **Lift Pit** dalam blok dengan dua lapisan cat kilat (Gloss Paint) dan kerja-kerja mengecat lantai konkrit sedia ada dengan menggunakan cat '**epoxy protective coating**' dari jenis kalis cuaca, tahan lasak, kalis bahan kimia, kalis minyak dan anti gelincir.
- 2.3 Melaksanakan kerja-kerja mengganti keseluruhan tingkap sedia ada kepada tingkap jenis "**awning casement window**" yang berukuran 600mm (h) x 1800mm (w) termasuk jenang tingkap baharu dari jenis aluminium di dalam bilik jentera bagi mengelakkan kebocoran dan termasuk tenaga buruh dan bahan.
- 2.5 Membekal tenaga buruh, bahan dan peralatan untuk kerja memperkemas dan mengecat keseluruhan dinding lobi lif di setiap tingkat.

- 2.6 Membekal tenaga buruh, bahan dan peralatan bagi membina 'hump' di hadapan lif pada keseluruhan tingkat bertujuan untuk mengelakkan air dari memasuki ke dalam "**Lift Shaft**".
- 2.7 Kerja membuka, menanggal, membekal, memasang dan mengecat serta melabel pintu akses ke Bilik Jentera Lif mengikut pengesahan Pegawai Penguasa atau wakilnya di tapak. Skop-skop kerja adalah seperti berikut:
- 2.7.1 Membuka dan menanggalkan pintu bilik jentera lif sedia ada besi/kayu serta melupuskan peralatan tersebut seperti yang diarahkan.
- 2.7.2 Membaik pulih semula liang di dinding pintu dengan menyimen semua permukaan (jika perlu)
- 2.7.3 Membuat pengukuran pintu dan pihak kontraktor perlu memastikan jenis pintu yang akan digunakan mengikut pengesahan Pegawai Penguasa atau wakilnya di tapak.
- 2.7.4 Menjalankan kerja-kerja menebuk, mengimpal dan memasang bingkai pintu dengan ukuran tidak kurang 40mm x 40mm (cross section) dan berketebalan tidak kurang 1.5mm jenis *M.S. Hollow* dan bilangan *anchor bolt* dan *nut* perlu dipasak ke dinding sekurang-kurangnya Sebelas (11) unit bagi setiap pintu.
- 2.7.5 Menjalankan kerja-kerja mengimpal dan memasang pintu. Ukuran tetulang pintu adalah tidak kurang 40mm x 40mm (*cross section*) dan berketebalan tidak kurang 1.5mm jenis *M.S. Hollow*. Ketebalan plat pintu adalah tidak kurang 3mm jenis *M.S. Plate*.
- 2.7.6 Memasang selak di sebelah dalam pintu dan ruang tangan serta kelengkapan lain (jika perlu).
- 2.7.7 Menjalankan kerja-kerja mengecat bingkai, tetulang dan plat pintu dengan menggunakan lapisan cat anti karat dan cat kilat mengikut warna yang telah dipersetujui oleh Pegawai Penguasa atau wakilnya di tapak.
- 2.7.8 Segala reka bentuk dan spesifikasi perlu mendapat pengesahan dan persetujuan dari Pegawai Penguasa atau wakilnya.
- 2.8 Menjalankan kerja baik pulih (make good) di kawasan sekitar tangga (anak tangga dan rel) ke bilik jentera lif sekiranya berlaku kerosakan semasa kerja-kerja penggantian lif dilaksanakan.

3. KERJA AM MEKANIKAL DAN ELEKTRIKAL

- 3.1 Membekal tenaga buruh dan bahan untuk melaksanakan kerja-kerja pendawaian baharu elektrik dan sistem pencahayaan baharu dalam bilik jentera, di dalam *lift shaft* dan di dalam *lift pit*. Bekalan kuasa untuk pendawaian hendaklah diambil dari papan agihan di dalam bilik jentera lif. *Two-way switch* untuk pencahayaan *lift shaft* dan *lift pit* perlu dipasang di bilik jentera lif dan *lift pit*.
- 3.2 Membekal, menghantar, memasang, menguji dan mentauliah **dua (2) unit** sistem penghawa dingin berkapasiti **2.5hp** termasuk peralatan kelengkapannya di dalam bilik jentera lif. Sistem penghawa dingin mestilah berada bersama

ventilation fan di dalam panel kawalan baharu yang berasingan. Kontraktor perlu membuat servis berkala setiap tiga (3) bulan termasuk “chemical service” satu (1) kali dalam tempoh jaminan selama satu (1) tahun.

- 3.3 Membekal, menghantar, memasang, menguji dan mentauliah **empat (4) unit** sistem *ventilation fan* bagi setiap blok termasuk sistem pendawaian dan sistem kawalan bermasa (timer) yang baharu di dalam bilik jentera lif. Sistem kawalan ***ventilation fan*** mestilah berada di dalam panel kawalan baharu bersama system penghawa dingin yang berasingan.
- 3.4 Membuka, menanggal, membekal dan mengganti baharu panel suis utama untuk bekalan kuasa 415V sistem kawalan lif termasuk keseluruhan pendawaian dari Papan Agihan (Distribution Board) termasuk *Console Panel*, ‘*surge protector module type*’ (3-phase RYBN-415V) mccb, termasuk aksesori yang berkaitan sehingga sistem dapat berfungsi dengan baik.
- 3.5 Membekal, menghantar, memasang, menguji dan mentauliah **tujuh belas (17) unit** kamera litar tertutup (CCTV) baharu di dalam kereta lif dan bilik jentera lif termasuk peralatan kelengkapannya. Kontraktor perlu menyediakan laporan bulanan status pengoperasian keseluruhan CCTV.

4. PROSES PELUPUSAN LIF SEDIA ADA

- 4.1 Menyediakan tenaga kerja yang berkepakaran, peralatan kerja, kenderaan untuk membuat kerja pelupusan **Enam (6) unit** lif dan peralatan berkaitan di tapak seperti yang diarahkan dan diluluskan oleh Pegawai Penguasa atau wakilnya dan segala kos adalah termasuk di dalam kontrak ini.

5. KERJA PENYELENGGARAAN SECARA **TOTAL COMPREHENSIVE**

- 5.1 Menyediakan tenaga kerja yang berkepakaran, peralatan kerja, alat ganti lif yang tulen termasuk lain-lain perkara yang difikirkan perlu bagi melaksanakan kerja-kerja penyelenggaraan secara ‘**Total Comprehensive Maintenance**’ terhadap lif sedia ada dan lif baharu bermula dari tarikh ambil tapak sehingga tamat tempoh ‘**Defects Liability Period**’ (DLP). Adalah menjadi tanggungjawab syarikat untuk melaksanakan penyelenggaraan walaupun lif-lif yang masih dalam tempoh DLP tanpa sebarang kos boleh dikenakan.

5.2 Pemeriksaan Berkala Dan Kerja-Kerja Servicing

- (i) Kontraktor mestilah melakukan **penyelenggaraan menyeluruh secara berkala dan kerja-kerja servicing untuk setiap lif** dengan menggunakan borang dan jadual kerja, iaitu untuk **memeriksa dan menguji semua peralatan lif berada di dalam keadaan baik dan selamat** mengikut Jadual Penyelenggaraan.
- (ii) Kontraktor mestilah melakukan kerja-kerja atau **menjalankan pemeriksaan berkala 3 bulan sekali** seperti Pemeriksaan Berkala Loji Berperakuan (*PEKALA*) bersama dengan Pegawai Penguasa atau wakilnya. Laporan hendaklah dihantar setiap kali pemeriksaan dijalankan untuk tindakan dan rekod. Kontraktor hendaklah menasihati Pegawai Penguasa atau wakilnya terhadap penemuan kecacatan semasa

pemeriksaan dan mencadangkan pembaikan dilaksanakan segera agar operasi lif berjalan dengan sempurna dan selamat.

- (iii) Kontraktor dikehendaki menguruskan pemeriksaan dengan Pemeriksa **dari Jabatan Keselamatan Dan Kesihatan Pekerjaan (JKKP)** untuk mendapatkan Sijil Perakuan Mesin Angkat (PMA) yang sah. Segala bayaran pemeriksaan lif tersebut adalah menjadi tanggungjawab kontraktor dan **telah diambil kira masuk ke dalam kos penyelenggaraan lif keseluruhan** untuk tempoh masa kontrak. Segala bil pemeriksaan oleh JKKP, di Perumahan Awam (PA) dan Program Perumahan Rakyat (PPR) (MTEN) hendaklah dipulangkan kepada Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar untuk pelepasan pembayaran. Jika didapati syarikat gagal untuk memperbaharui sijil kelayakan lif dalam apa jua alasan, maka syarikat akan dikenakan pemotongan pembayaran bulanan pada bulan tersebut dan bulan-bulan seterusnya sehingga sijil diperbaharui.
- (iv) Kontraktor mestilah memantau dan memastikan semua lif berjalan dengan baik dan lancar. Oleh itu kontraktor mestilah sentiasa bersedia untuk melakukan kerja **menggantikan semua alat ganti lif yang rosak dan haus (wear and tear) supaya semua lif dapat berfungsi dengan baik dan selamat, kecuali kerosakan disebabkan perbuatan musnah laku (vandalism)**. Semua kos penggantian alat ganti ini adalah merupakan kerja-kerja **penyelenggaraan "Total Comprehensive Maintenance"** yang telah diserap masuk ke dalam kos penyelenggaraan **"Total Comprehensive Maintenance"** yang dibayar secara bulanan dari kos keseluruhan (Monthly Maintenance Cost).

5.3 Mantrap / Aduan Kerosakan Lif

- (i) Kontraktor mestilah bersedia dan **MEMBERI KEUTAMAAN** untuk melakukan kerja menyelamatkan pengguna-pengguna lif yang terperangkap di dalam kereta lif (**mantrap**) dan semua aduan **kerosakan lif** tanpa mengira waktu dan keadaan dengan kadar segera.
- (ii) Kontraktor mestilah juga memantau dan memastikan laporan aduan kerosakan diambil tindakan segera, **memberi maklum balas kepada aduan yang diadukan** terutama kepada pegawai bertugas di Bilik Gerakan, Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar.
- (iii) Kontraktor mestilah juga memantau dan memastikan semua kerja yang dilaksanakan disahkan oleh pegawai bertugas atau kakitangan DBKL yang mengetahui kerja tersebut dilaksanakan dalam **tempoh masa 24 jam**.
- (iv) Kontraktor mestilah **bersedia akur untuk menerima arahan** untuk menjalankan tugas-tugas yang diarahkan untuk kerja-kerja baik pulih atau sebagainya daripada Pegawai Penguasa atau wakilnya **pada bila-bila masa** atau **setiap masa** termasuk hari Ahad, Kelepasan Am dan cuti-cuti umum yang lain. Arahan atau pemberitahuan kerosakan melalui panggilan telefon hendaklah direkodkan dan dipertanggungjawabkan untuk memberi maklum balas terhadap segala perkembangan atau tindakan yang dilaksanakan terhadap aduan yang dilaporkan.

- (v) Kontraktor dikehendaki mengambil tindakan dalam tempoh yang ditetapkan bagi kerosakan seperti berikut :-
- a) Aduan kerosakan – 30 minit
 - b) Aduan terperangkap (**mantrap**) – 20 minit

5.4 **Jadual kadar pemotongan adalah merujuk kepada jadual di bawah :-**

Bil	Perkara	Kadar Pemotongan
1.	Tidak melaksanakan kerja-kerja <i>servising</i> .	100% dari bayaran bulan tersebut.
2.	Tidak melaksanakan pemeriksaan <i>Second Schedule</i>	50% dari bayaran bulan tersebut.
3.	Tidak memperbaharui Sijil Kelayakan Lif (PMA) setelah tamat tempoh sah.	50% dari bayaran bulan tersebut.

6. **KERJA – KERJA UNTUK ITEM “PROVISIONAL SUM”**

Baik pulih kerosakan dan penggantian alat ganti disebabkan musnah laku dan luar jangka seperti berikut:-

- (i) Bagi kerosakan disebabkan perbuatan **musnah laku (vandalisma) ke atas peralatan/sistem lif dan luar jangka seperti bencana alam, tangki air bocor dan sebagainya. Kontraktor mestilah menghantar laporan kejadian vandalisma yang berlaku kepada peralatan/sistem lif bersama gambar warna dan kos (sebut harga) yang terlibat dalam tempoh tiga (3) hari** atau apa sahaja untuk menerangkan kejadian vandalisma tersebut supaya **Arahan Kerja** dapat dikeluarkan dan **kerja baik pulih** dapat dijalankan.
- (ii) Bagi **kehilangan alat ganti** disebabkan **kecurian dalam sistem lif, Kontraktor mestilah membuat laporan polis. Laporan polis berserta gambar warna dan sebut harga alat ganti tersebut hendaklah dihantar kepada Pegawai Penguasa atau wakil dalam tempoh 24 jam** atau apa sahaja untuk menerangkan kejadian tersebut supaya **Arahan Kerja** dapat dikeluarkan dan **kerja baik pulih segera** dapat dijalankan.
- (iii) Kontraktor mestilah **juga memantau dan menghantar laporan pencegahan (preventif maintenance) atau cadangan pembaikan bersama gambar warna, carta atau apa sahaja untuk menyokong cadangan** supaya dapat dipertimbangkan.

7. **UJIAN PENTAULIAHAN DAN JAMINAN (WARRANTY)**

Semua bahagian, komponen, bekalan peralatan, bahan, tenaga kerja dan pemasangan di bawah kontrak ini mestilah **wajib (compulsory) ada jaminan (warranty)** untuk jangka masa **satu (1) tahun** dari tarikh sijil siap kerja dikeluarkan. Semasa jangka masa jaminan **satu (1) tahun**, sebarang kerosakan yang disebabkan kegagalan bahan atau sistem berfungsi hendaklah diganti tanpa dikenakan sebarang kos tambahan. Dalam

tempoh jaminan juga, kontraktor hendaklah melaksanakan kerja-kerja servicing sebanyak 12 kali dan 4 kali (3 bulan sekali) untuk kerja-kerja pemeriksaan *2nd Schedule (Jadual 14)*.

8. KURSUS DAN LATIHAN

Kontraktor hendaklah menyediakan satu kursus sekurang-kurangnya selama tiga (3) hari dua (2) malam untuk seramai 25 orang kakitangan Bahagian Penyelenggaraan Lif. Kursus tersebut hendaklah merangkumi aspek manual, keselamatan dan penyelenggaraan lif. Kursus ini hendaklah dilaksanakan dalam tempoh tiga (3) bulan dari tarikh ambil tapak.

8. JADUAL SPESIFIKASI UNTUK KERJA-KERJA PENYELENGGARAAN "TOTAL COMPREHENSIVE MAINTENANCE"

BIL	PERKARA	JENIS KERJA	KEKERAPAN
PERALATAN DI BILIK JENTERA LIF			
1.	Hoisting Machine		
	Kotak Gear	1. Periksa paras minyak pelincir jika kurang perlu tambah.	Setiap bulan
		2. Periksa kebocoran minyak pelincir dari "Gasket cover & Oil seal".	Setiap bulan
		3. Periksa keadaan " Worm gear bearing" - bunyi.	Setiap bulan
		4. Periksa keadaan perumahan kotak gear - karat & retak.	Setiap bulan
		5. Periksa keadaan "Rubber coupling" - Penjajaran, kehausan & ketatkan.	Setiap bulan
		6. Periksa keadaan "base plate" kotak gear - karat, retak & ketatkan.	Setiap bulan
		7. Periksa keadaan "base plate mounting" - retak & ketatkan.	Setiap bulan
		8. Periksa, jika terdapat bunyi dan suhu yang tidak normal pada kotak gear - terlalu bising & lampau panas.	Setiap bulan
		9. Ketatkan semua skru, <i>bolt</i> dan <i>nut</i> yang longgar.	Setiap bulan
		10. Minyak atau gris pada peralatan yang berpusing (nipple greasing & bearing).	Setiap bulan
2.	Hoisting Motor	1. Periksa keadaan gegalas (bearing) motor (bunyi).	Setiap bulan
		2. Periksa keadaan perumahan motor (kekaratan & keretakan).	Setiap bulan
		3. Periksa, jika terdapat bunyi, getaran dan suhu yang tidak normal pada motor (Terlalu bising & lampau panas).	Setiap bulan
		4. Periksa pengoperasian kipas pengudaran pada motor (Terlalu bising – Jika berkaitan).	Setiap bulan
		5. Bersihkan "carbon brush and Brush holder" (Jika berkaitan).	Setiap bulan
		6. Periksa sambungan <i>wire terminal</i> dari panel kawalan dan "Hoisting Motor" (Ketatkan)	Setiap bulan

BIL	PERKARA	JENIS KERJA	KEKERAPAN
3.	Sistem Brek	1. Periksa keadaan sistem brek (berfungsi, pergerakan & bersihkan).	Setiap bulan
		2. Periksa kelegaan pelapik brek – kehausan & laras jika perlu.	Setiap bulan
		3. Periksa keadaan “Compression spring” – laras jika perlu.	Setiap bulan
		4. Periksa, jika terdapat bunyi yang tidak normal – terlalu bising.	Setiap bulan
4.	“Main Sheave , Pulleys & Main Rope”	1. Periksa keadaan “grooves” – laporkan.	Setiap bulan
		2. Minyak atau gris pada peralatan yang berpusing (nipple greasing & bearing).	Setiap bulan
		3. Periksa keadaan “wire rope” – kehausan, kekaratan & kering.	Setiap bulan
5.	“Over speed Governor”	1. Periksa, jika terdapat bunyi yang tidak normal – terlalu bising.	Setiap bulan
		2. Periksa, jika terdapat getaran yang tidak normal – penajaran & ketatkan.	Setiap bulan
		3. Minyak dan bersihkan - jika perlu	Setiap bulan
		4. Buat ujian “Tripping”	Setiap bulan
6.	Panel Kawalan (Controller)	1. Periksa keadaan “Main Isolator” (berfungsi).	Setiap bulan
		2. Periksa keadaan “Contactor & contact” (berfungsi & bersihkan).	Setiap bulan
		3. Periksa bacaan voltan “Transformer” (jika berkaitan).	Setiap bulan
		4. Periksa operasi “Inverter” supaya boleh mencapai kuasa/larian penuh pada tahap tanpa beban.	Setiap bulan
		5. Bersihkan kipas pengudaraan pada “inverter” dan panel kawalan daripada habuk atau sesawang.	Setiap bulan
		6. Periksa keadaan “wire socket, print card, timer & relay” dalam keadaan kemas – tidak longgar.	Setiap bulan
		7. Bersihkan habuk atau sesawang di dalam panel kawalan dengan menggunakan “Electric blower”.	Setiap bulan
		8. Pastikan “controller cabinet” berada di dalam keadaan bertutup.	Setiap bulan
		9. Periksa pengoperasian “Inter-phone”, boleh membuat panggilan dan terima panggilan.	Setiap bulan

BIL	PERKARA	JENIS KERJA	KEKERAPAN
7.	"ARD System"	1. Pastikan "ARD System" boleh beroperasi – laporkan.	Setiap bulan
		2. Periksa paras "Battery Electrolyte" – Tambah jika perlu.	Setiap bulan
		3. Periksa terminal bateri – kekaratan, ketatkan & griskan jika perlu.	Setiap bulan
8.	Papan Pengagih Utama (Main Distribution Board)	1. Periksa bacaan voltan pada terminal utama – laporkan.	Setiap bulan
		2. Ketatkan <i>screw</i> atau <i>bolt</i> pada terminal kabel – Ketatkan.	Setiap bulan
		3. Periksa keadaan <i>Amp. & volt meter</i> dan lampu penunjuk (berfungsi & laporkan).	Setiap bulan
		4. Periksa, jika terdapat bunyi dan suhu yang tidak normal (Lampau panas).	Setiap bulan
9.	Persekitaran Bilik Jentera Lif	1. Pastikan bilik jentera lif dibersihkan dan disapu setiap kali kerja penyenggaraan atau pembaikan – dibersihkan.	Setiap bulan
		2. Pastikan tiada air yang bertakung di dalam bilik jentera lif.	Setiap bulan
		3. Pastikan pintu boleh ditutup, dikunci dan berada di dalam keadaan yang baik – laporkan.	Setiap bulan
		4. Pastikan lampu kalimantang/pendarfluor di dalam bilik jentera berfungsi dengan baik – laporkan – Ganti setiap 6 bulan sekali.	Setiap bulan
		5. Pastikan sistem pengudaraan (ventilation Fan) berfungsi dengan baik – laporkan.	Setiap bulan
		6. Pastikan sistem penyaman udara (Air-cond) berfungsi dengan baik – laporkan.	Setiap bulan
		7. Pastikan "Schematic diagrams & notices" disimpan dengan kemas.	Setiap bulan
		8. Pastikan peralatan "Brake lever & manual handle" diletakkan di tempat yang sesuai.	Setiap bulan

BIL	PERKARA	JENIS KERJA	KEKERAPAN
PERALATAN DI LURANG LIF (LIFT SHAFT)			
1.	Persekitaran Lurang Lif (Lif shaft)	1. Periksa keadaan dinding lurang lif – kebocoran air & retak.	Setiap bulan
		2. Periksa keadaan “Junction Box” – Bersihkan & Ketatkan.	Setiap bulan
		3. Ketatkan penyambungan “Branch Cable”.	Setiap bulan
		4. Periksa keadaan “Guide rail bolt” – karat & Ketatkan.	Setiap bulan
		5. Bersihkan sampah yang tersangkut pada “Guide rail Bracket” – bersihkan.	Setiap bulan
		6. Pastikan lampu kalimantang/pendarfluor di lurang lif berfungsi dengan baik – laporkan – Ganti setiap 6 bulan sekali.	Setiap bulan
2.	“Car Top”		
	Persekitaran	1. Pastikan ruang atas kereta lif bersih.	Setiap bulan
		2. Pastikan “Inspection Light” berfungsi.	Setiap bulan
	Pintu Kecemasan	1. Pastikan pintu kecemasan boleh dibuka dengan mudah dan tiada halangan.	Setiap bulan
		2. Periksa suis keselamatan berfungsi – Ujian.	Setiap bulan
	“Main Rope”	1. Periksa keadaan ketegangan “wire rope” – laporkan.	Setiap bulan
		2. Periksa keadaan penyambungan (Crosshead) pada bingkai kereta lif dalam keadaan ketat dan kemas.	Setiap bulan
	“Car Top Pulley”	1. Periksa keadaan “pulley” – Penjajaran ketatkan & Kekaratan.	Setiap bulan
		2. Minyak atau gris pada peralatan yang berpusing (nipple greasing & bearing).	Setiap bulan
	“Car Guide Shoes”	1. Periksa paras minyak pelincir, jika perlu tambah.	Setiap bulan
		2. Pastikan minyak pelincir boleh mengalir secara automatik.	Setiap bulan
		3. Pastikan bekas simpanan minyak pelincir tidak bocor.	Setiap bulan
		4. Periksa kelegaan di antara “Guide Shoes” dengan “Guide rail”.	Setiap bulan
		5. Periksa keadaan “Guide shoes” semasa bergerak jika terdapat bunyi yang tidak normal – terlalu bising.	Setiap bulan

BIL	PERKARA	JENIS KERJA	KEKERAPAN
	Pencahayaann	1. Pastikan lampu kalimantang/pendarfluor berfungsi dengan baik – laporkan – Ganti setiap 6 bulan sekali.	Setiap bulan
		2. Periksa keadaan perumah lampu – Ketatkan.	Setiap bulan
		3. Periksa lampu kecemasan – berfungsi.	Setiap bulan
	Pengudaraan	1. Periksa keadaan kipas boleh beroperasi.	Setiap bulan
		2. Periksa keadaan kipas semasa bergerak jika terdapat bunyi yang tidak normal – terlalu bising.	Setiap bulan
		3. Bersihkan kipas dari habuk atau sesawang dengan menggunakan “Electric blower”.	Setiap bulan
	“Safety Switches”	1. Periksa dan Uji “Emergency Stop Switch” – Ujian.	Setiap bulan
		2. Periksa dan uji “ Trap Door Switch” – ujian.	Setiap bulan
	“Safety Hand Rail”	1. Periksa “hand rail” dalam keadaan selamat.	Setiap bulan
		2. Ketatkan pengikat yang longgar.	Setiap bulan
		3. Bersihkan daripada sebarang kotoran Seperti minyak atau gris.	Setiap bulan
	3.	“Car Door”	
“Car Door”	1. Periksa pergerakan operasian pintu semasa terbuka dan tertutup dalam keadaan lancar.	Setiap bulan	
	2. Penjajaran pada daun pintu – jika perlu.	Setiap bulan	
	3. Periksa kelegaan di antara “car sill and hatch sill” – tidak longgar.	Setiap bulan	
	4. Periksa tempoh masa “Open Stroke” pintu - terlalu perlahan atau terlalu laju – laras	Setiap bulan	
	5. Periksa tempoh masa “Close Stroke” pintu - terlalu perlahan atau terlalu laju - laras	Setiap bulan	
“Hanger”	1. Bersihkan kekotoran atau sampah pada “Door Hanger Rail”.	Setiap bulan	
	2. Minyak atau gris pada peralatan yang bergerak dan berpusing.	Setiap bulan	
	3. Periksa keadaan “Hanger” semasa bergerak jika terdapat bunyi yang tidak normal – terlalu bising.	Setiap bulan	

BIL	PERKARA	JENIS KERJA	KEKERAPAN
	"Door Motor"	1. Periksa jika terdapat bunyi yang tidak normal dan suhu yang tidak normal pada motor (Terlalu bising & lampau panas).	Setiap bulan
		2. Periksa kehausan pada tali sawat	Setiap bulan
		3. Periksa ketegangan tali sawat – laras – Jika berkaitan.	Setiap bulan
	"Door Sill & Shoe"	1. Periksa kelegaian di antara "Door and Sill"	Setiap bulan
		2. Periksa keadaan "Door Shoe" – Ketatkan & kehausan.	Setiap bulan
		3. Periksa keadaan "Door Sill" – Bengkok & kekaratan.	Setiap bulan
		4. Bersihkan habuk atau sampah yang berada di dalam "Sill Groove" – bersihkan	Setiap bulan
4.	"Car In"		
	Persekitaran	1. Pastikan ruang dalam kereta lif bersih.	Setiap bulan
	"Handrail"	1. Ketatkan <i>screw</i> atau <i>bolt</i> pada "Handrail" – Ketatkan.	Setiap bulan
		2. Bersihkan jika terdapat kekotoran.	Setiap bulan
	"Car Operating Panel"	1. Pastikan semua butang boleh berfungsi – uji & lapor.	Setiap bulan
		2. Pastikan semua suis boleh berfungsi – uji & lapor.	Setiap bulan
		3. Pastikan tetingskap pemeriksa boleh ditutup, dikunci dan berada di dalam keadaan yang baik – laporkan.	Setiap bulan
		4. Ketatkan semua <i>screw</i> atau <i>bolt</i> yang mengikat "Face plate". Jika terdapat <i>screw</i> yang hilang, ianya perlu diganti segera.	Setiap bulan
	"Interphone"	1. Pastikan butang kecemasan (Alarm) boleh berfungsi dengan baik dan mengeluarkan bunyi yang kuat – uji & lapor.	Setiap bulan
		2. Pastikan butang "Interphone" boleh berfungsi untuk membuat panggilan dan menerima panggilan.	Setiap bulan
	"Car Position Indicator"	1. Pastikan paparan yang ditunjukkan jelas - laporkan.	Setiap bulan
		2. Ketatkan <i>screw</i> yang mengikat "Face plate".	Setiap bulan

BIL	PERKARA	JENIS KERJA	KEKERAPAN
	Pergerakan Kereta Lif Semasa Kelajuan Tinggi / Normal	1. Perhatikan terdapat gegaran ke kanan atau ke kiri, ke atas atau ke bawah dan ke hadapan atau ke belakang – Laporkan.	Setiap bulan
		2. Perhatikan terdapat bunyi yang tidak normal – Laporkan.	Setiap bulan
		3. Perhatikan paras berhenti (levelling) pada setiap tingkat – Laraskan.	Setiap bulan
5.	“Car Bottom”		
	Persekitaran	1. Pastikan ruang di bawah kereta lif dalam keadaan bersih.	Setiap bulan
		2. Perhatikan jika terdapat kesan kekaratan – laporkan	Setiap bulan
	“Car Sling”	1. Ketatkan <i>screw</i> atau <i>bolt</i> pada “Handrail” – Ketatkan.	Setiap bulan
		2. Bersihkan jika terdapat kekotoran.	Setiap bulan
		3. Perhatikan jika terdapat kesan kekaratan - laporkan	Setiap bulan
	“Safety Gear”	1. Pastikan semua peralatan mekanisma “Safety gear” bebas gerak, tidak terhalang.	Setiap bulan
		2. Gris atau minyak pada peralatan yang bergerak.	Setiap bulan
		3. Pastikan “Governor rope” diikat kemas pada “lever” – Ketatkan.	Setiap bulan
6.	“Hoistway”		
	“Landing Door”	1. Periksa pergerakan operasi pintu semasa terbuka dan tertutup dalam keadaan lancar.	Setiap bulan
		2. Penjajaran pada daun pintu – jika perlu.	Setiap bulan
		3. Periksa kelegaan di antara pintu dan “sill”– tidak longgar.	Setiap bulan
		4. Periksa kelegaan antara pintu dengan pintu.	Setiap bulan
		5. Periksa keadaan “Door Shoe” – Ketatkan & kehausan.	Setiap bulan
		6. Periksa keadaan “Landing Door Sill” – Bengkok & kekaratan.	Setiap bulan
		7. Bersihkan habuk atau sampah yang berada di dalam “Sill Groove”.	Setiap bulan

BIL	PERKARA	JENIS KERJA	KEKERAPAN
	“Door Hanger”	1. Bersihkan kekotoran atau sampah pada “Door Hanger Rail”.	Setiap bulan
		2. Minyak atau gris pada peralatan yang bergerak dan berpusing.	Setiap bulan
		3. Periksa keadaan “Hanger” semasa bergerak jika terdapat bunyi yang tidak normal – terlalu bising.	Setiap bulan
		4. Periksa keadaan kehausan pada “Door rope”.	Setiap bulan
		5. Periksa ketegangan “Door rope” – laras.	Setiap bulan
		6. Periksa jika terdapat kesan kekaratan – laporkan.	Setiap bulan
		7. Periksa jika terdapat pengikat yang longgar – ketatkan.	Setiap bulan
	“Inter Lock & Door Switch”	1. Periksa kelegaan di antara “Interlock & door switch” – laraskan	Setiap bulan
		2. Pastikan “Interlock” bergerak dalam keadaan bebas.	Setiap bulan
		3. Periksa dan uji fungsi “door switch” – ujian	Setiap bulan
	“Facial Plate”	1. Periksa jika terdapat kesan kekaratan – laporkan.	Setiap bulan
		2. Periksa jika terdapat pengikat yang longgar – ketatkan.	Setiap bulan
	“Limit Switch”	1. Periksa dan uji fungsi setiap “Limit Switch” – ujian.	Setiap bulan
	“Travelling Cable” “Hoistway Cable”	1. Periksa keadaan pemasangan kabel.	Setiap bulan
		2. Periksa keadaan kabel.	Setiap bulan
		3. Perhatikan pergerakan kabel semasa kereta lif bergerak – tidak berpusing.	Setiap bulan
	“Guide Rail”	1. Bersihkan dari kesan minyak atau gris.	Setiap bulan
		2. Bersihkan sampah yang tersangkut pada “guide rail bracket”.	Setiap bulan
		3. Periksa keadaan “guide rail bracket” – ketatkan jika perlu.	Setiap bulan
		4. Periksa keadaan “guide rail joint/fish plate” – penjarangan & ketatkan jika perlu.	Setiap bulan

BIL	PERKARA	JENIS KERJA	KEKERAPAN
	"Counter weight"	1. Periksa keadaan "CTW frame" – kekaratan & keretakan.	Setiap bulan
		2. Periksa keadaan "guide shoe" – kehausan.	Setiap bulan
		3. Periksa paras minyak pelincir - jika perlu tambah.	Setiap bulan
		4. Pertikan minyak pelincir boleh mengalir secara automatik.	Setiap bulan
		5. Pastikan bekas simpanan minyak pelincir tidak bocor.	Setiap bulan
		6. Periksa kelegaan di antara "Guide Shoes" dengan "Guide rail".	Setiap bulan
		7. Periksa keadaan "Guide shoes" semasa bergerak jika terdapat bunyi yang tidak normal – terlalu bising.	Setiap bulan
		8. Periksa keadaan "rope hitches" – ketatkan	Setiap bulan
		9. Pastikan "weight stopper" dipasang dan diikat kemas.	Setiap bulan
	"Counter Weight Pulley"	1. Periksa keadaan "pulley" – Penjajaran ketatkan & Kekaratan.	Setiap bulan
		2. Minyak atau gris pada peralatan yang berpusing (nipple greasing & bearing).	Setiap bulan
PERALATAN DI "HALL/LOBBY LIFT"			
1.	"Hall Call Button"	1. Periksa keadaan pemasangan – ketatkan.	Setiap bulan
		2. Pastikan butang boleh berfungsi dengan baik - uji.	Setiap bulan
		3. Pastikan lampu penunjuk menyala – uji.	Setiap bulan
		4. Bersihkan "hall button box" dengan menggunakan "Air blower".	Setiap bulan
2.	"Hall Indicator"	1. Periksa keadaan pemasangan - ketatkan	Setiap bulan
		2. Pastikan paparan boleh berfungsi dengan baik - uji.	Setiap bulan

BIL	PERKARA	JENIS KERJA	KEKERAPAN
PERALATAN DI "LIFT PIT"			
1.	Persekitaran	1. Pastikan "Lif Pit" dibersihkan dan disapu setiap kali kerja penyenggaraan atau pembaikan – dibersihkan.	Setiap bulan
		2. Pastikan tiada air yang bertakung di dalam "Lif Pit" – dibersihkan/dipam.	Setiap bulan
		3. Pastikan lampu kalimantang/pendarfluor di dalam "Lif Pit" berfungsi dengan baik – laporkan – Ganti setiap 6 bulan sekali.	Setiap bulan
		4. Pastikan "Pit Sump" bersih dan tiada air bertakung.	Setiap bulan
		5. Pastikan "Oil tray" bersih dan berada di tempat yang sesuai.	Setiap bulan
		6. Pastikan tangga dalam keadaan baik dan selamat digunakan.	Setiap bulan
		7. Pastikan pagar penghalang dalam keadaan terpasang.	Setiap bulan
2.	"Buffer – Oil or Spring"	1. Periksa keadaan pemasangan – ketatkan.	Setiap bulan
		2. Periksa jika terdapat kebocoran minyak.	Setiap bulan
		3. Perhatikan "run by" – laporkan.	Setiap bulan
		4. Periksa keadaan "Buffer safety switch" – ujian.	Setiap bulan
3.	"Governor Tension Sheave"	1. Periksa keadaan pemasangan – ketatkan	Setiap bulan
		2. Minyak atau gris pada peralatan berpusing.	Setiap bulan
		3. Perhatikan pergerakan pusingan – laporkan.	Setiap bulan
4.	"Compensation Chain"	1. Periksa keadaan pemasangan – ketatkan.	Setiap bulan
		2. Periksa keadaan "Chain roller" – kehausan.	Setiap bulan
		3. Ukur jarak rantai dengan lantai – laporkan.	Setiap bulan
UJIAN BEBAN			
1.	"Load Test"	1. Lakukan ujian beban pada kereta lif (Over Load & Full Load) – Laras dan Lapor	Setiap tahun

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI PA HANG TUAH KUALA LUMPUR

BAHAGIAN 7. RINGKASAN TENDER

RT/1

NOTA TERHADAP RINGKASAN TENDER

1. Ringkasan Tender hanyalah merupakan panduan kepada kontraktor dalam menentukan sebutharga. Oleh itu, rujukan mestilah dibuat terhadap spesifikasi dan lukisan.
2. Harga atau jumlah bagi butir-butir di dalam Ringkasan Tender adalah dianggap merangkumi kesemua tanggungjawab dan kewajipan kontraktor dan segala perkara yang perlu untuk menyiapkan kerja supaya selaras dengan spesifikasi dan lukisan.
3. Kerja-kerja dan bahan-bahan yang dinyatakan di dalam Ringkasan Tender adalah dijelaskan di dalam bahagian spesifikasi yang berkaitan dengannya. Keperluan-keperluan lanjut mungkin dicatatkan di lain-lain bahagian spesifikasi atau pun keperluan lain.
4. Kontraktor mestilah melawat tapak binaan dan mengenalpasti keadaan tapak dan segala aspek kerja sebelum menentukan nilai harga bagi kerja-kerja tersebut.
5. Sebarang kesilapan atau kekurangan di dalam Ringkasan Tender tidak memberi kesan terhadap jumlah sebutharga. Kesilapan-kesilapan ini harus diperbetulkan supaya jumlah campuran harga-harga bagi butir-butir di dalam Ringkasan Tender menyamai jumlah sebutharga.
6. Jika Pegawai Penguasa berpendapat bahawa harga untuk butir-butir kerja tertentu di dalam Ringkasan Tender tidak munasabah, ia berhak mengubahsuaikan menyelaraskan harga-harga tersebut asalkan jumlah asal sebutharga tidak berubah.
7. Kesemua butir-butir kerja yang ditunjukkan dalam lukisan dan dinyatakan di dalam spesifikasi adalah dianggap telah termasuk di dalam sebutharga sama ada ianya disenaraikan di dalam Ringkasan Tender atau pun sebaliknya.
8. **JUMLAH TAWARAN KESELURUHAN** yang ditawarkan dalam dokumen ini adalah telah termasuk turun naik harga. Oleh itu, apa-apa kenaikan atau pengurangan dalam turun naik harga tidak akan diambilkira dalam menentukan Jumlah Harga Kontrak Muktamad.

DEWAN BANDARAYA KUALA LUMPUR
JABATAN PEMBANGUNAN KOMUNITI & KESEJAHTERAAN BANDAR

RINGKASAN TENDER

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR

Saya / Kami yang bertandatangan di bawah ini telah melihat serta memahami segala isi kandungan dan arahan dalam tawaran dan dengan ini bersetuju membekal buruh, tenaga mahir dan bahan-bahan bagi menyempurnakan kerja-kerja tersebut :-

Jumlah Wang Pukul keseluruhan Tawaran saya/kami bagi tawaran ini adalah **Ringgit Malaysia**

(RM.....).

yang mana terdiri daripada berikut :

ITEM	DESCRIPTION	FROM PAGE NO	AMOUNT (RM)
1.	PRELIMINARIES	BQ 1/1- BQ 1/6	
2.	KERJA – KERJA PENGGANTIAN LIF BAHARU	BQ 1/7	
3	KERJA AWAM	BQ 1/8 – BQ 1/9	
4	KERJA MEKANIKAL DAN ELEKTRIKAL	BQ 1/10 – BQ /11	
5.	KERJA-KERJA PENYELENGGARAAN SECARA 'TOTAL COMPREHENSIVE'	BQ 1/12- BQ 1/14	
6.	PROVISIONAL SUM	BQ 1/15	100,000.00
7.	LESS CREDIT / SALVAGE VALUE		()
JUMLAH HARGA TAWARAN DIBAWA KE BORANG TENDER (FT/3 perenggan 4)			

Nota :-

Petender hendaklah maklum bahawa tawaran harga yang dikemukakan adalah berdasarkan '**firm price tender**' dan telah pun mengambil kira risiko perubahan harga bahan binaan.

Tandatangan : _____
Petender

Nama Petender : _____

Nama Syarikat : _____

Alamat Syarikat : _____

Tarikh : _____

Telefon : _____

Fax : _____

Tandatangan : _____
Saksi

Nama Saksi : _____

Nama Syarikat : _____

Alamat Syarikat : _____

Tarikh : _____

Telefon : _____

Fax : _____

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH KUALA LUMPUR

BAHAGIAN 8. SENARAI KUANTITI

Untuk Kegunaan DBKL Sahaja

PREAMBLES TO BILL OF QUANTITIES

1.0 Definitions

1.1 In this document entitled "Method of Measurement" unless the context otherwise requires, the following words and expression shall have the meanings hereby respectively assigned to them, that is to say:

- a) "Conditions of Contract" means the Conditions of Contract referred to in the Tender.
- b) Words and expressions to which meanings are assigned in the Conditions of Contract have the same meanings in the Method of Measurement.
- c) Words and expressions to which meanings are assigned in the Specification and Drawings referred to in the Conditions of Contract have the same meanings in the Method of Measurement.
- d) "Bills of Quantities" means a list of items giving brief identifying descriptions and estimated quantities of work comprised in the execution of the works to be performed.
- e) "Daywork" means the method of valuing works on the basis of the time spent by the workmen, the materials used and the plant employed.
- f) Items designated as "Provisional" and required to be priced by the Tenderer are items for which the quantities of work to be executed cannot be determined with the same degree of accuracy as other items but for which it is deemed necessary to make provision.

2.0 General Direction

2.1 In this Bills of Quantities the headings, sub-headings and item descriptions identify the works covered by the respective items but the exact nature and extent of the works to be performed (and to which such items refer), the conditions affecting and the obligations to be undertaken in its execution shall be ascertained by reference to the Drawings, Specification and Conditions of Contract as the case may be and read in conjunction with the matters listed against the relevant "Item Coverage" in the "Units and Methods of Measurement" and clarified by the matters listed in the respective sections.

2.2 Except where expressly shown to the contrary items descriptions generally are in respect of components of the Permanent Works and not of the operations involved in constructing the works.

2.3 The rates and prices entered in the Bills of Quantities shall be deemed to be the full inclusive of the work covered by the several items including the following unless expressly stated otherwise:

- i) Labour and all costs in connection therewith.
- ii) The supply of materials, good, storage and all costs in connection therewith including cutting waste, small quantities, narrow widths and delivery to Site.
- iii) Plant and all costs in connection therewith.
- iv) Fixing, erecting and installing or placing on materials and goods in position including around obstruction, tolerances, penetration working space, overbreaks etc.
- v) Temporary works (other than those for which separate items are expressly provided).
- vi) The cost of complying with the Specification and the Conditions of Contract. The rates shall also allow for the phasing requirements of the including the effect on the programming of the works of all traffic and drainage diversions, special structural requirements, earthworks restrictions, alterations to services, and street lighting (executed under the Contract of in conjunction with it) and all other requirements of the contract.
- vii) General and particular obligations, liabilities and risks involved in the execution of the works set forth or reasonably implied in the documents on with the tender is based.
- viii) Establishment charges, overheads and profit.
- ix) Everything contingently and indispensably necessary to construct and complete that works by whatever method the Contractor may adopt.

2.4 The words "Price" and "Prices" in this Bill of Quantities shall include "rates" as referred to in the Conditions of Contract.

3.0 Measurements

3.1 The measurements of work shall be measured generally in accordance with the Standard of Measurement of Building works for use in Malaysia – 2nd Edition (Metric) issued by the Institution of Surveyor Malaysia and shall be next as they are finished and fixed the works, and the rates and prices shall include whatever allowance is considered by the contractor to be necessary for waste.

4.0 Unpriced Items

4.1 Items against which no price or rate entered shall be deemed to be covered by the other entered rates in the Bills of Quantities.

5.0 Services

5.1 The information in the contract as to the where about of existing services and mains is believed to be correct but the Contractor shall not be relieved of his obligations under Clause 15 of the Conditions of the Contract. The contractor shall include in his rate and prices for taking measures for the support and full protection of pipes, cables and other apparatus during the progress of works and for keeping the Engineer informed of all arrangements he makes with the owners of owned services. Statutory Undertakes and Public Authorities as appropriate and for ensuring that no existing mains and services are interrupted without the written consent of the appropriate authority.

6.0 Labour

6.1 Labours in connection Nominated Sub-Contractors shall include:-

- (a) In the case of work of services executed, for affording the use of existing working space, access, temporary roads, erected scaffolding, working shelters, staging, ladders, hoists, storage, latrines, messing, 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.
- (b) In the case of goods, materials or services supplied for taking delivery, unloading, storing, protection and retuning crates, cartons and packing materials.

7.0 Differences in Billing and Phraseology

7.1 Difference in the method of billing and in phraseology used in various parts of the Bills of Quantities will not be recognized as a basis any claim for an increase in the Contract price.

8.0 Except where stated to the contrary, all rates for items including materials obtained outside the Site shall include for all royalties and dues which the Contractor may be required to pay.

9.0 All items are to be prices in Malaysian and abbreviations are used:-

<u>Units</u>	<u>Abbreviation</u>
Millimeter	mm
Linear Meter	lin.m
Square Millimeter	sq.mm
Square meter	sq.m
Cubic meter	cu.m
Kilogram	kg.
Metric Tonne	m.ton
Number	nos.
Hour	H
Week	wk
Provisional Sum	Prov.
Lump Sum	L.S.

13.0 General Principles

13.1 The Quantities given in the annexed Bills of Quantities for the various items are Approximate and Provisional Only and given to provide a common basis for tendering. The basis of payment will be actual quantities of works ordered and carried out as measured by the S.O. and valued at the rates or prices quoted in the Bills of Quantities where applicable, and otherwise at such rates or prices as may be fixed within the terms of Contract.

**JABATAN PEMBANGUNAN KOMUNITI DAN KESEJAHTERAAN BANDAR
DEWAN BANDARAYA KUALA LUMPUR**

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI
KAWASAN PA HANG TUAH, KUALA LUMPUR**

SENARAI KUANTITI

BILL NO. 1 : PRELIMINARIES

BIL	DESCRIPTION	AMOUNT (RM)
A	<p><u>PRELIMINARIES</u></p> <p><u>GENERAL</u></p> <p>1. Contract The form of Agreement and conditions of Contract to be used will be the standard form of Agreement {DBKL 203A (Rev.1/2010)} sanctioned and used by the Datuk Bandar for his Building Contracts, a copy of which may be seen on application to the office of the Pengarah Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar during normal office hours.</p> <p>2. Site Works The contractor shall inspect the sites before tendering to acquaint and ascertain for himself the nature and extent of site clearance works that would be required for the proper execution and fulfillment of this contract and shall provide for everything necessary for the clearance of all rubbish and supply of hill earth for filling and bring the site to the levels and formation as required by the Superintending Officer. All rubbish shall be carted away and dumped at approved DBKL dumping ground, unless directed otherwise by the Superintending Officer.</p> <p>3. Figured Dimension Figured dimension shall be followed in preference to scaled dimensions and all dimensions and particulars shall be taken from the actual works.</p> <p>4. Expenditure of Works The works must be carried out with due diligence and expedition and the whole of the works including extra and additional works must be completed by date mentioned in this contract.</p>	
	c/f :	

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BIL	DESCRIPTION	AMOUNT (RM)
<p>A</p> <p>5.</p> <p>6.</p> <p>7.</p>	<p><u>PRELIMINARIES (Cont'd)</u> b/f :</p> <p><u>GENERAL (Cont'd)</u></p> <p>Contractor's Storage and Worker's Accomodation Erect in position approved by the S.O. adequate, secure and watertight temporary buildings and storage facilities for use during the execution of the Contract Works either on site or elsewhere as directed by the S.O., and maintain. Cement stores shall have floors raised at least 300mm above ground level. On completion the building shall be removed, cleared away and their sites cleared and reinstated to their original within one week of receipt of orders from the S.O, for removal. The contractor shall make proper arrangements for and pay all charges in connection with conservancy. Contractor shall take note NO workers are allowed to stay within the site. As such, the contractor shall arrange proper accommodation for workmen elsewhere outside the site area. Any arrangements for these facilities shall, in every respect, conform and be maintained to the satisfaction of the Health and/or other Local Authorities. In no way shall the workers be all allowed to use the sanitary facilities of the surrounding buildings.</p> <p>Signboard The contractor shall provide and erect one (1) of signboard on substantial mild steel frame as per drawings. The exact wording and citing shall be as directed by the Superintending Officer. Dimensions : 8 feet x 4 feet</p> <p>Insurance The contractor will held responsible for any accidents to persons or property caused by negligence or otherwise on his part in the carrying out of this contract. He shall hold blameless the Datuk Bandar for any liability under this clause and shall insure himself, sub-contractors, nominated sub-contractors and other contractors appointed to carry out works at the site against any risk in this respect.</p> <p>The contractor must within seven days from the date of notification that his tender has been accepted in writing by the Superintending Officer before the contract documents are signed submit insurance policies indemnifying the Datuk Bandar.</p>	
	c/f :	

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BIL	DESCRIPTION	AMOUNT (RM)
<p>A</p> <p>7.</p> <p>8.</p>	<p><u>PRELIMINARIES (Cont'd)</u> b/f :</p> <p><u>GENERAL (Cont'd)</u></p> <p>Insurance (Cont'd) The contractor shall take out the following insurance policies and include the cost of the premiums in his Preliminaries:-</p> <ol style="list-style-type: none"> 1) Workmens Compensation OR Employers Liability (where employees are covered by SOCSO). 2) All Risk (including Public Liability the amount of which shall be unlimited for the period and RM200,000.00 for any one accident). <p>The Insurance Policies shall also cover the Datuk Bandar, his employees and agents' accident while on the project site. The policies shall be in the joint names of Datuk Bandar Kuala Lumpur, the contractor and all other contractors connected with the project.</p> <p>All insurance required to be taken out as stipulated in this contract will have to be arranged through one of the insurance consultants of the Panel of Insurance Consultants for Dewan Bandaraya Kuala Lumpur.</p> <p>Employees Sosial Security Act, 1969 (SOCSO)</p> <ol style="list-style-type: none"> (a) Provided the Contractor will not be required to take out any workmens compensation insurance policy if the workers employed in the works are liable for coverage under the Employees Sosial Security Act, 1969, the contractor shall register his employees and contribute under the Social Security Scheme (SOCSO) in the places where the scheme is implemented and comply with the Code Number of all the workers on site to the Superintending Officer for checking. (b) The contractor shall make payment of all Contribution from time to time on the first day on which the same ought to be paid and until the completion of his contract, and upon demand the contractor shall produce to the Superintending Officer contribution cards or stamp vouchers as evidence of payment of such contribution (c) If any default is made by the contractor in complying with the terms of his clause the Superintending Office may without prejudice to any other remedy available to Datuk Bandar for breach of any terms of this contract:- 	
	<p>c/f :</p>	

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BIL	DESCRIPTION	AMOUNT (RM)
<p>A</p> <p>10.</p> <p>11.</p> <p>12.</p> <p>13.</p> <p>14.</p>	<p><u>PRELIMINARIES (Cont'd)</u> b/f :</p> <p><u>GENERAL (Cont'd)</u></p> <p>25% Advance Payment (Cont'd)</p> <p>i) Letter of Acceptance of Tender to be signed by the contractor and returned to the Superintending Officer.</p> <p>ii) Production of Banker's Guarantee or Insurance Guarantee on DBKL standard guarantee forms for advance payment in a sum equal in value to the advance payment to be made.</p> <p>Progress Reports The contractor shall allow for preparing and submitting to the Superintending Officer and building team, two (2) copies of monthly progress reports (Colour Report) (including stages before, since and completed works at every scope of works) in properly bound volume and individual component progress made in the preceding month. Such reports shall show problems encountered cumulative progress towards scheduled completion, expressed as a percentage, of all items shown approved programme and shall also include a summary of the progress achieved through every phase of the contract. Report shall relate to key date achievement and indicate the degree of critically on such activity. Any delays or potential delays shall be clearly identified and a statement given as to the measures to be taken to maintain the key dates. All progress photographs shall be properly compiled and dated in an album to form part of the monthly report submission.</p> <p>Progress Photograph The contractor shall provide copies of progress photographs for Superintending Officer and building team, sets of coloured postcards size and showing each elevation of each block, or as directed by the Superintending Officer, at every site meetings.</p> <p>Site Meetings The contractor or his representative shall arrange and attend site meetings at monthly or at other intervals as directed by the Superintending Officer.</p> <p>On Completion All rubbish as it accumulates from time to time during the progress of the works, and at completion, including that of sub-contractors shall be cleared and carried away when directed. Take down and clear away all plant and temporary work including sanitary conveniences, offices, sheds etc, unless otherwise described and make good.</p>	
	c/f :	

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BIL	DESCRIPTION	AMOUNT (RM)
<p>A</p> <p>14.</p> <p>15.</p> <p>16.</p> <p>17.</p> <p>18.</p> <p>19.</p>	<p>PRELIMINARIES (Cont'd) b/f :</p> <p>GENERAL (Cont'd)</p> <p>On Completion (Cont'd) Remove all existing rubbish, debris and surplus materials, and clear floors, paving, internal and external surfaces, etc, and leave work clean and tidy to the satisfaction of the Superintending Officer</p> <p>Temporary Hoarding The Contractor shall provide for the S.O or his representative and Consultants the hoarding</p> <p>Existing Overhead and Underground Services Cables, Pipes, etc Before commencing any excavation, etc. the Contractor shall inquire from the various authorities whether any underground pipes, cables, etc. are present on the site and if so, he shall make arrangements for the disconnections, removal and if necessary for the reconnection of such services and pay all necessary fees in connection therewith. To this effect, the Contractor shall carry out trial trenches or other suitable methods such as radiodetection equipments for locating buried pipes and cables during the currency of the Contract. If during excavations, the Contractor come across any underground cables etc. he shall stop work immediately and report the S.O. who shall give the necessary instructions to the Contractor who shall then arrange for the disconnections, etc. as stated in the last paragraph. The Contractor shall be responsible for making good all damage to cables, etc. and shall indemnify the Government against any claims as a result of such damage.</p> <p>Supervision Equipment For monitoring purposes, the Contractor must provide one (1) no. Laptop Computer complete with one (1) no. of laser jet printer and one (1) no. projector where all this item will be kept by Superitendant Officer.</p> <p>Documents and Drawings (b) Seven (7) set hard copy binding document contract (c) Two (2) sets operation & maintenance manual complete with as-built drawings and two (2) sets soft-copy as-built drawings</p> <p>Training Courses The Contractor shall provide a short course at least for Three (3) day and Two (2) Nights for 25 DBKL staff. All training/course costs, transportation, food and other related costs are borne by successful tenderer. Courses provide must include the aspects of manual, safety, design and maintenance of lift equipment.</p>	
	<p>Jumlah dibawa ke Ringkasan Tender Bill no. 1 (M/S RT/2)</p>	

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BILL NO.2 : KERJA-KERJA PENGGANTIAN LIF BAHARU

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
	<i>(All quantity are provisional and subject to remeasurement)</i>				
1.	Kerja-kerja menanggalkan keseluruhan lif sedia ada termasuk semua peralatan kelengkapannya.	Nos	6		
2.	Membekal, menghantar, memasang, menguji dan mentauliah pemasangan lif baharu termasuk peralatan kelengkapannya. Seperti berikut:- a) Lantai lif jenis heavy duty granite tile/marbles b) Dinding lif jenis etching mirror dan car wall for Rear Panel must be engrave with wording of location i.e "Perumahan Awam Hang Tuah" c) Siling jenis suspended s.steel c/w led lighting d) COP with braille button e) Voice synthesizer f) Multimedia display g) Hall lantern at grd floor h) S.Steel Handrail side & rear	Nos	6		
Jumlah dibawa ke Ringkasan Tender Bill no. 2 (M/S RT/2)					

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BILL NO.3 : KERJA AWAM

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
	<i>(All quantity are provisional and subject to remeasurement)</i>				
1.	Membekal tenaga buruh dan bahan keseluruhan untuk melaksanakan kerja-kerja baik pulih lif pit termasuk kerja-kerja <i>water proofing</i> dan kerja-kerja berkaitan bagi mengelakkan kebocoran. (The water proofing system shall be applied by approved specialist applicators and approved by S.O.) (1 Lot = 1 Lift Pit)	Lot	6		
2.	Membekal tenaga buruh, bahan dan peralatan untuk kerja mengecat keseluruhan bilik jentera lif, siling, pintu dan lif pit dengan dua lapisan cat kilat (Gloss Paint) dan kerja-kerja mengecat lantai konkrit sedia dan tangga menuju ke lif termasuk pelantar dengan menggunakan cat 'epoxy protective coating' dari jenis kalis cuaca, tahan lasak, kalis bahan kimia, kalis minyak dan anti gelincir. (For metal parts shall be cleaned down and free from rust, oil, grease, dirt and dust) (1 Lot = 1 Blok)	Lot	2		
3.	Memasang dan membina tangga besi l/d platform S.Steel Chequered Plate tebal 4mm bagi menggantikan tangga sediaada dan memasang railing S.Steel 900mm (H) ke laluan masuk ke bilik jentera lif. (1 Lot = 1 Blok)	Lot	2		
4.	Membekal tenaga buruh, bahan dan peralatan untuk kerja menanggal dan memasang baharu keseluruhan jubin 'ceramic' dinding bersaiz 300mm x 600mm di lobi lif tingkat bawah (ground floor) sahaja. (White Horse Gloss Finish Glazed) (1 Lot = 1 Blok)	Lot	2		
5.	Membekal tenaga buruh, bahan dan peralatan untuk kerja menanggal dan memasang baharu keseluruhan Jubin anti slip homogenous saiz 300mm x 300mm untuk permukaan lantai lengkap dengan skirting 4 inci di lobi lif tingkat bawah Sahaja. (White Horse 8.5mm thick) (1 Lot = 1 Blok)	Lot	2		
				c/f :	

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA
HANG TUAH, KUALA LUMPUR (Cont'd)
BILL NO.3 : KERJA AWAM (Cont'd)**

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
	<i>(All quantity are provisional and subject to remeasurement)</i>			b/f :	
7.	Membekal tenaga buruh, bahan dan peralatan untuk kerja memasang baharu keseluruhan kepingan siling aluminium strip 0.4mm tebal termasuk kerangka aluminium dan aksesori serta pemasangan lampu sebanyak lapan (8) unit down lights 24 watt dan tiga (3) unit spot light termasuk kotak suis beserta timer. (1 Lot = 1 Blok)	Lot	2		
8.	Membekal tenaga buruh, bahan dan peralatan untuk kerja memperkemas dan mengecat keseluruhan dinding lobi lif di setiap tingkat. (1 Lot = 1 Tingkat)	Lot	32		
9.	To provide slope c/w rigid BRC Steel Netting (30mm height) at each landing door with gradient of 1:10 (all floors) with tiles finish (300mmx300mm). Ini untuk mengelakkan air dari memasuki ke dalam "Lift Shaft". (area=8mtrx2mtr) (1 Lot = 1 blok, each floor)	Lot	102		
10.	Kerja membuka, menanggal, membekal, memasang dan mengecat serta melabel pintu akses ke Bilik Jentera Lif mengikut pengesahan Pegawai Penguasa atau wakilnya di tapak.	Nos	2		
11.	To provide floor signage at each landing lobby. Signage shall be made of Perspex with min.5mm complete fastener (bolt/nut). (Size 300mm x 300mm).	Nos	34		
12.	To supply and install lift label for all lifts (all floors). The label shall be made of Perspex min 5mm.	Nos	102		
13.	Mencuci, membersihkan dan menyapu semua laluan tangga, dinding termasuk pemegang tangga menggunakan alat dan bahan pencuci yang sesuai. (laluan tangga dari tingkat 17 ke LMR)	Lot	2		
Jumlah dibawa ke Ringkasan Tender Bill No.3 (M/S RT/2)					

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BILL NO.4 : KERJA MEKANIKAL DAN ELEKTRIKAL

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
	<i>(All quantity are provisional and subject to remeasurement)</i>				
1.	Membekal tenaga buruh dan bahan untuk melaksanakan kerja-kerja pendawaian baharu elektrik dan sistem pencahayaan baharu dalam bilik jentera lif, di dalam <i>lift shaft</i> dan di dalam <i>lift pit</i> . The lights shall be installed inside the lift shaft at: 1 st , 3 rd , 5 th , 7 th , 9 th , 11 th , 13 th , 15 th and topmost floor for Blok A and B). (1 Lot = 1 Blok)	Lot	2		
2.	Membekal, menghantar, memasang, menguji dan mentauliah sistem penghawa dingin berkapasiti 2.5 <i>hp</i> termasuk peralatan kelengkapannya di dalam bilik jentera lif. Sistem penghawa dingin mestilah berada di dalam panel kawalan baharu yang berasingan. The unit shall be supplied c/w auto changeover to run alternately for every 12 hours	Nos	4		
3.	Membekal, menghantar, memasang, menguji dan mentauliah <i>ventilation fan</i> (16 inci H/duty Steel Blade) termasuk sistem pendawaian dan sistem kawalan bermasa (timer) yang baharu di dalam bilik jentera lif. Sistem kawalan <i>ventilation fan</i> mestilah berada di dalam panel kawalan baharu yang berasingan.	Nos	4		
4.	Membuka, menanggal, membekal dan mengganti baharu panel suis utama untuk bekalan kuasa 415V sistem kawalan lif termasuk keseluruhan pendawaian dari Papan Agihan (Distribution Board) termasuk <i>Console Panel</i> , 'surge protector module type' (3-phase RYBN-415V) mccb, termasuk aksesori yang berkaitan sehingga sistem dapat berfungsi dengan baik. (1 Lot = 1 Blok)	Lot	2		
5.	Membekal, menghantar, memasang, menguji dan mentauliah system kamera litar tertutup (CCTV) baharu di dalam kereta lif dan bilik jentera lif termasuk peralatan kelengkapannya.	Nos	10		
				c/f:	

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BILL NO.4 : KERJA MEKANIKAL DAN ELEKTRIKAL (Cont'd)

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
	<i>(All quantity are provisional and subject to remeasurement)</i>			b/f:	
6.	Supply and Install 42 inch Full HD Led (monitor CCTV) wall mounted located at Ground Floor lift lobby c/w custom wall mounted steel cage box (epoxy coated) c/w keylock safety, wall mounted bracket etc.	Nos	2		
7.	To provide rubber mat of suitable size and thickness to be placed on the floor in front of every switchboard, drive unit and lift controller. (1 Lot = 1 Blok)	Lot	2		
8.	To label all lift equipment using Perspex with a min. 5mm i.e switchboard, traction machine, ard, ebops, controller, drive unit, overspeed governor with equipment name, PMA number and lift number. The design subject to the S.O approval. (1 Lot = 1 Blok)	Lot	2		
9.	To provide and install one (1) nos 9kg dry powder ABC and one (1) nos 5kg CO2 portable c/w mounting	Lot	2		
10.	To supply and install the following signage plate:				
	a) PMA plate number inside lift car using steel plate with min. 2mm plate	Nos	6		
	b) "BAHAYA BILIK JENTERA, DILARANG MASUK TANPA KEBENARAN"	Nos	2		
	c) "JANGAN GUNAKAN LIF SEMASA KECEMASAN, GUNAKAN TANGGA" at every landing.	Nos	34		
	d) "DILARANG MEROKOK" inside every lift car	Nos	6		
	e) "LIF BOMBA" at every fireman's lift at ground floor.	Nos	2		
	f) "PELAN KECEMASAN SEMASA KEBAKARAN"	Nos	34		
	g) Electric shock first aid chart in the LMR	Nos	2		
Jumlah dibawa ke Ringkasan Tender Bill No.4 (M/S RT/2)					

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BILL NO.5 : KERJA-KERJA PENYELENGGARAAN SECARA 'TOTAL COMPREHENSIVE'

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
	<i>(All quantity are provisional and subject to remeasurement)</i> <u>LIF SEDIA ADA</u>				
1.	Menyediakan tenaga kerja yang berkepakaran, peralatan kerja, alat ganti lif termasuk lain-lain perkara yang difikirkan perlu bagi melaksanakan kerja-kerja penyelenggaraan secara <i>Total Comprehensive</i> terhadap lif sedia ada.				
	1.1 Blok A				
	a) Lif 1	BULAN	12		
	b) Lif 2	BULAN	6		
	c) Lif 3	BULAN	6		
	1.2 Blok B				
	a) Lif 1	BULAN	12		
	b) Lif 2	BULAN	6		
	c) Lif 3	BULAN	6		
				c/f :	

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
2.	<p><i>(All quantity are provisional and subject to remeasurement)</i></p> <p><u>LIF BAHARU</u></p> <p>Menyediakan tenaga kerja yang berkepakaran, peralatan kerja, alat ganti lif termasuk lain-lain perkara yang difikirkan perlu bagi melaksanakan kerja-kerja penyelenggaraan secara <i>Total Comprehensive</i> terhadap lif BAHARU.</p> <p>2.1 Semasa tempoh Tanggungan Kecacatan (<i>Defect Liability Period</i>) :</p> <p>1.1 Blok A</p> <p>a) Lif 1</p> <p>b) Lif 2</p> <p>c) Lif 3</p> <p>1.2 Blok B</p> <p>a) Lif 1</p> <p>b) Lif 2</p> <p>c) Lif 3</p>			b/f :	
				c/f :	

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
	<p><i>(All quantity are provisional and subject to remeasurement)</i></p> <p>2.1 Selepas tempoh Tanggungan Kecacatan (<i>Defect Liability Period</i>) :</p> <p>1.1 Blok A</p> <p>a) Lif 2</p> <p>b) Lif 3</p> <p>1.2 Blok B</p> <p>a) Lif 1</p> <p>b) Lif 2</p> <p>c) Lif 3</p>			b/f :	
	Jumlah dibawa ke Ringkasan Tender Bill No.5 (M/S RT/2)				

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PAHANG TUAH, KUALA LUMPUR (Cont'd)

BILL NO. 6 : PROVISIONAL SUM

BIL	KETERANGAN	UNIT	JUMLAH (RM)
A	<p><i><u>The sum provided herein shall be expanded or deleted in part or whole for any works which are not included in the contract all as directed and approved by the Pegawai Penguasa</u></i></p> <p>Allow for a Provisional Sum of Ringgit Malaysia Eighty Thousand Only (RM80,000.00) for repair work for damage and replacement of spare parts due to acts of destruction (vandalism) on elevator equipment/systems and contingencies such as natural disasters, leaking water tanks, etc. The contractor must also monitor and send preventive maintenance reports or repair proposals along with color photos</p>	L.S.	80,000.00
B	<p>Allow for a Provisional Sum of Ringgit Malaysia Twenty Thousand Only (RM20,000.00) for dilapidation report loss of spare parts due to theft in the elevator system. The contractor must also monitor and send preventive maintenance reports or repair proposals along with color photos</p>	L.S.	20,000.00
Jumlah dibawa ke Ringkasan Tender Bill No.6 (M/S RT/2)			100,000.00

A) SPESIFIKASI AM

1. **PENERANGAN KONTRAK** Perjanjian dan syarat-syarat am kontrak dan penentuan yang akan digunakan adalah yang biasa digunakan oleh Pihak Datuk Bandar untuk kerja-kerja seperti ini.
2. **BIDANG KERJA** Menanggal, membekal, mengganti, memasang, mentauliah serta menyelenggara segala peralatan lif yang berkaitan seperti yang tercatat di dalam borang tawaran iaitu **CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI PA HANG TUAH DEWAN BANDARAYA KUALA LUMPUR**
3. **PERUBAHAN** Kontraktor tidak dibenarkan membuat perubahan, meninggalkan atau menambah apa-apa yang tidak tercatat di dalam penentuan tanpa kebenaran bertulis dari Pegawai Penguasa atau wakilnya.
4. **MEMBEKAL PERALATAN** Kontraktor mestilah membekal segala peralatan-peralatan yang diperlukan dan bersesuaian bagi menjalankan kerja-kerja yang tercatat di dalam spesifikasi kerja. Peralatan tersebut termasuklah peralatan untuk ujikaji (testing), bahan pelincir (lubrication/oil), hoisting apparatus, pakaian dan peralatan keselamatan seperti talipinggang keselamatan, topi keselamatan, kasut dan lain-lain lagi.
5. **BIDANG KERJA KECACATAN KE ATAS BAHAN** Keseluruhan penentuan mestilah dipatuhi ke atas kerja dan segala kerja-kerja atau perkhidmatan dan bahan-bahan yang didapati mempunyai kecacatan oleh Pegawai Penguasa atau wakilnya mestilah dikeluarkan daripada tapak kerja dalam tempoh 24 jam dan segala kerja-kerja yang mempunyai kecacatan mestilah dibaiki atau ditukar.
6. **BAHAN DAN MUTU** Segala bahan dan mutu pekerja yang diberikan oleh kontraktor mestilah daripada yang terbaik dan kontraktor adalah bertanggungjawab bagi menjalankan segala kerja-kerja dengan baik dan teratur. Segala contoh bahan-bahan yang digunakan **mestilah dihantar ke Pegawai Penguasa atau wakilnya untuk kelulusan.**
7. **KAWALAN/ PENYELIAAN** Semasa kerja-kerja yang dijalankan, bahan-bahan yang di tapak kerja, alat-alat perabot dan benda-benda perseorangan yang dimiliki oleh penghuni mestilah dikawal dari kerosakan disebabkan oleh api, cuaca, kecuaiian pekerja-pekerja atau lain-lain sebab. Apa-apa kerosakan yang terjadi kepada kerja-kerja yang dijalankan, bahan-bahan bangunan, perabot dan bahan-bahan perseorangan yang disebabkan oleh pekerja-pekerja kontraktor mestilah diperbaiki atau diganti oleh pihak kontraktor. Kontraktor-kontraktor adalah bertanggungjawab ke atas kestabilan untuk kesemua kerja-kerja semasa ianya dijalankan dan sehingga kerja-kerja tersebut disahkan sebagai siap dengan memuaskan oleh

Pegawai Penguasa atau wakilnya.

8. **KEBERSIHAN TEMPAT KERJA** **DI** Setiap hari sebelum kontraktor menamatkan kerja-kerja hariannya tapak kerja mestilah dan bersih dari segala sampah, terbitan dan dari kerja-kerja kontraktor, bahan-bahan kerja, alat-alat kerja atau disebabkan / dilakukan oleh pekerja kontraktor. Segala longkang dan `apron` mestilah disapu dan bersih dari simen, pasir, ketul-ketul batu atau habuk. Pegawai Penguasa atau wakilnya berhak memanggil mana-mana kontraktor atau orang perseorangan untuk membersihkan kawasan-kawasan tapak yang tidak teratur atau dipenuhi dengan sampah sarap dan segala kos yang terbit dari kerja-kerja pembersihan tersebut akan dikenakan ke atas kontraktor asal.
9. **TEMPOH TANGGUNGAN KECACATAN** Kontraktor dikenakan tempoh tanggungan kecacatan ke atas kerja-kerja dan bahan-bahan daripada kecacatan selama **Dua Belas (12) bulan** dari tarikh sijil siap kerja dikeluarkan.
10. **MASA DALAM TANGGUNGAN** Di dalam masa tempoh tanggungan kecacatan. Kecacatan apa-apa kerosakan dari segi kerja atau bahan-bahan yang dibekalkan mestilah dibaiki dalam tempoh 14 hari dari notis pertama. Selepas tempoh tersebut, Datuk Bandar atau wakilnya berhak untuk memanggil kontraktor yang lain dan segala perbelanjaan membaiki atau mengganti segala kecacatan akan dikenakan kepada kontraktor yang asal.
11. **PENCEMARAN SEKELILING** Pihak kontraktor tidak dibenarkan menggunakan bahan-bahan yang mengandungi racun atau yang boleh membuat kecemaran sekeliling dan kesihatan awam. Pegawai Penguasa atau wakilnya berhak mengambil contoh-contoh bahan-bahan yang digunakan untuk menjalankan kerja-kerja.
12. **MENGURANGKAN KESUKARAN KEPADA ORANG AWAM** Kontraktor mestilah menjalankan kerja-kerja dengan mengurangkan kesukaran, tidak menimbulkan apa-apa halangan kepada orang awam dan penghuni-penghuni rumah pangsa dan mestilah mengikut segala arahan-arahan yang diberikan oleh Pegawai Penguasa atau wakilnya. Kontraktor mestilah mempamerkan tanda-tanda amaran di dalam dua (2) bahasa dan mengambil langkah-langkah keselamatan sebagaimana diperlukan oleh pihak-pihak yang berkuasa.
13. **KAWASAN KESELAMATAN BAGI ORANG AWAM** Jika terdapat mana-mana tapak kerja mengganggu kawasan-kawasan awam atau tempat berjalan kaki. Kontraktor mestilah menyediakan penutup keselamatan yang mencukupi serta lorong-lorong yang berpagar bagi mengasingkan tempat-tempat yang merbahaya untuk dilalui.
14. **MENGGANTI DAN MEMBAIKI** Kontraktor mestilah menjalankan kerja-kerja tanpa merosakkan apa-apa bahagian struktur "Apron", 'pavement' bangunan, kawasan berumput dan harta benda dan jika berlaku kerosakan, kontraktor mestilah mengganti dan memperbaiki seperti asal dengan pembiayaannya sendiri.

15. **PENYUDAHAN** Semua kerosakan atau gangguan yang telah dilakukan oleh kontraktor semasa menjalankan kerja mestilah diperbaiki atau diganti supaya ianya menyerupai asal. Semua kekotoran yang dilakukan oleh kontraktor mestilah dibersihkan. Semua sampah-sampah dan perkakas, bahan-bahan dan alat-alat yang digunakan oleh kontraktor bagi menjalankan kerja mestilah dikeluarkan dari tapak kerja dan keseluruhan tapak mestilah di dalam keadaan bersih dan teratur seperti arahan Pegawai Penguasa atau wakilnya.
16. **PENAMATAN KONTRAK** Perjanjian ini boleh ditamatkan oleh mana-mana pihak dalam perjanjian ini dengan memberi notis bertulis satu (1) bulan. Kontrak ini akan tamat dalam tempoh seperti dinyatakan di dalam Borang Tender (FT/3).
17. **PENAMATAN TAPAK KERJA** Datuk Bandar atau wakilnya berhak menamatkan perkhidmatan penyelenggaraan mana-mana tapak kerja di dalam kontrak ini jika difikirkan perlu dengan memberi notis bertulis satu (1) bulan dan potongan kepada pembayaran penyelenggaraan akan dibuat.
18. **HAK PATEN** Kontraktor hendaklah tidak akan membuat atau melakukan apa-apa dalam melaksanakan tanggung-tanggungannya atau membekalkan apa-apa barangan yang memecahkan apa-apa hak paten dan hendaklah menggantirugi Datuk Bandar untuk apa-apa juga akibat yang berbangkit dari kesalahan atau kelalaian Kontraktor dalam hubungan ini termasuk pembayaran apa-apa royalti atau apa-apa caj yang dikehendaki dibayar oleh Datuk Bandar yang mana kesalahan dan kelalaian tersebut sekiranya tidak wujud Datuk Bandar tidak akan kena bayar.
19. **TANDA PENGENALAN PEKERJA** Kontraktor mestilah **melengkapkan pekerja-pekerja yang terlibat di dalam Perjanjian ini dengan pakaian seragam, kad pengenalan kerja atau apa-apa juga tanda pengenalan yang membolehkan pekerja-pekerja tersebut dikenali dengan mudah oleh Datuk Bandar.** Pekerja-pekerja yang tidak memakai pakaian seragam atau nama pengenalan syarikat tidak dibenarkan sama sekali terlibat membaiki lif atau melawat di kawasan sistem lif.
20. **LARANGAN MENGAMBIL DAN MEMBERI KERJA** Kontraktor adalah **DILARANG KERAS** daripada mengambil atau memberi kerja kepada mana-mana buruh atau pekerja yang ketika itu sedang bekerja dengan Datuk Bandar dalam apa juga keadaan dan masa sekalipun.
21. **CUKAI SETEM** Keseluruhan perbelanjaan yang terlibat dalam pengendalian Perjanjian ini termasuk cukai setem hendaklah ditanggung oleh Kontraktor.

22. **TIADA PINDAAN** Kontraktor **TIDAK BOLEH** memindahkan apa-apa kepentingan atau bebanan yang diterima atau dipikul di dalam perjanjian ini kepada mana-mana pihak dan hendaklah tidak akan berbuat sedemikian dengan tidak mendapat keizinan daripada Datuk Bandar terlebih dahulu.
23. **MASA DAN TANGGUNGJAWAB** Masa dan tanggungjawab adalah menjadi intipati kepada perjanjian ini.
24. **HAK DATUK BANDAR** Sekiranya Kontraktor melakukan apa-apa pemecahan terhadap mana-mana cerai dalam perjanjian ini atau gagal melaksanakan kerja-kerja tersebut dengan munasabah atau gagal melaksanakan kerja-kerja tersebut sehingga ke taraf yang memuaskan Datuk Bandar maka Datuk Bandar boleh memberikan kepada dirinya sendiri atau ejennya atau lain-lain kontraktor yang dilantik oleh Datuk Bandar dengan memberi notis tujuh (7) hari kepada kontraktor dan apa-apa keadaan yang tidak boleh digunakan, **Datuk Bandar atau wakilnya berhak menahan sepenuhnya atau sebahagiannya segala pembayaran atau caj yang sepatutnya atau sebahagiannya segala pembayaran atau caj yang sepatutnya kena dibuat kepada Kontraktor.**
25. **INTERPRESTASI** Dalam Perjanjian ini perkataan "**Kerja-Kerja Tersebut**" hendaklah bermaksud dan termasuk apa-apa pembaikan, penggantian, pengubahan, pembedahan, pemeriksaan dan apa-apa juga kerja yang berkaitan atau berhubungan dengan pemeliharaan lif. Perkataan "**Mesti**" bererti perlu, wajib atau menjadi suatu tanggungjawab untuk melaksanakan dengan baik tanpa sebarang alasan. Perkataan "**Penyata Kerja ("Job Sheet") atau ("Job Sheet Repair")**" bererti helaian yang mengandungi maklumat sekurang-kurangnya Butiran Perkakasan, Keadaan Perkakasan, Tindakan Yang Telah Diambil dan Cadangan Tindakan. Helaian "Job Sheet" ini mestilah ditandatangani balas oleh Datuk Bandar atau wakilnya sebagai **perakuan atau pengesahan** terhadap maklumat-maklumat yang dikemukakan.

B) SPECIFICATION FOR LIFT

- 1.0 THE LIFT** *The Regulations*
- 1.1 The equipment offered under this Contract shall comply in all respect with the Factories and Machinery (Electrical Passenger and Goods Lift) Regulation 1967 Amendments 1989, hereinafter referred to as the Regulation. The equipment must come from the main principle of the manufacturer of the original country.
- 1.2 Lift level is as existing as per site. Contractor is deemed to check the site to determine the number of lift level. *Lift level*
- 1.3 The lifts shall comprise of **center** opening doors. *Lift Type*
- 1.4 Each passenger lift shall be designed for a net load of 1020 - 1224 kg and be capable of carrying a maximum of 18 passengers. The design shall be based on existing load at site. The design also based on an average loading of 68 kg per person. *Contract Load*
- 1.5 Each passenger lift shall be designed for a car speed of 1.5 m/s to 2 m/s as per existing at site. *Car Speed*
- 1.6 The lift motor shall be of ac variable speed type with AC Variable Voltage Variable Frequency (AC VVVF) Controller to provide smooth acceleration and deceleration of the lift car at full load so as to ensure maximum riding comfort of the passengers. *Type and Controller*
- 1.7 **The building shall have one (1) lift** which it must be a firemen's lift serving all floor during fire mode and other lift shall serving all floor per block building or as per direction of Superintending Officer. *Landings Served*
- 1.8 The position of the lift machines shall be directly above the lift shafts and the lift shaft dimensions are as indicated in the accompanying drawings. Contractor must supply lifts that can fit into these lift shafts and lift motor rooms. *Position of Lift Machine and Lift Shaft Dimension*
- 1.9 The lift well dimensions and site condition are as existing building **PA Hang Tuah**. The Contractor must supply lifts that can be installed into these lift's well and motor rooms. *Lift Well*
- 1.10 The lifts shall operate on full car group control with **Full Selective and Collective System**. The lift system shall have a backup operation in case of supervisory control failure (multi-processor back-up system). *Operation Control*

2.0 LIFT MACHINERY

- 2.1 The lift machinery located in the Lift Motor Rooms shall be provided and installed complete with hoisting machines, motor plinths, control equipment and associated wirings, all as detailed in this specification. *General*
- 2.2 **The lift machine for each lift shall be of permanent magnet synchronous gearless traction machine** of approved design and shall include motor, traction driving sheave and electromechanical brake, all mounted on a cast iron or steel bedplate unless otherwise specified. The bearing of the machines shall be of the roller type and shall be dust proof and provided with adequate means of lubrication. The brake pulley and traction sheave on the motor armature spindles shall be designed to minimize torsional stress in the motor main shaft. *Hoisting Machine*
- 2.3 The hoisting motors shall be of the **AC Variable speed** type with a **Variable Voltage, Variable Frequency controller (ACVVVF)** with high starting torque and low starting current, particularly designed for lift services. *Hoisting Motor Control*
- (a) No friction gearing shall be used for connecting the main driving gear to the sheave or drum.
- (b) Provision shall be made on lift machines for all lifts for **manual raising and lowering of the lift cars in an emergency.** *Emergency Manual Operation*
- (c) Every lift machine shall be **provided with a brake** that is mechanically applied and electrically released. The brake shall be capable of bringing the lift car to rest under maximum condition of load and speed and maintaining it stationary when loaded to 125% of its rated capacity. *Brake*
- 2.4 The traction machine shall comprise of gearless system to promote energy saving (up to 25% compared to geared) and smooth riding comfort. *Gear System*

- 2.5 Each lift shall be provided with an **AC variable speed motor with Variable Voltage, Variable Frequency Control System** of approved design and constructed with amply proportioned bearings. These motors shall be suitable for operation on **AC 415V/3 phase/50Hz power supply and shall have a power factor of not less than 0.85 lagging**. Motor bearings shall be of self-lubricating ball type and shall be provided with drip trays. The motor shall be mounted on a cast iron or steel bedplate aligned and balanced to minimize vibration and separated from machine room floor by suitable **rubber or spring isolation pads** to minimize the transmission of vibration to the rest of the building. *Hoisting Motor*
- Each lift must be providing with the **Unintended Movement Protection (UCMP)**. Unintended movement of a car is detected by an independent safety-purpose control circuit to increase the safety of passengers.
- 2.6 **Traction sheave** fastened directly into the work wheel shaft shall be large enough and **not less than 600mm** in diameter **to ensure long life operation of ropes**. Similarly, deflecting wheel **with ball bearings and shaft shall also be not less than 600mm in diameter**. *Traction Sheave and Deflecting Wheel*
- 2.7 **A counter weight constructed of multiple cast iron sections enclosed and secured within a steel frame shall be provided for each lift**. The frame shall be complete with renewable guide shoes or shoes with renewable linings, at the top and bottom of weight and shall be so designed that sub-weight can be added or removed to affect the optimum balance of the car, and when it is equal to the weight of the car it is approximately 50% of the contract load.
- 2.8 A **suitable guard** extending from a height of not more than 300 mm above the lift pit floor to a height of not less than 2.0 m shall be fixed in the lift pit around the path of the counterweight.
- 2.9 The control systems shall be designed such as to include a speed regulator, acceleration control, selector and loading control which shall be entirely automatic and shall **ensure smooth, jerk free starting, acceleration, running, deceleration and stopping of each car**. Suitable load weighing devices to ensure smooth starting shall be provided to form part of feedback loop in the control systems if required. *Control System*
- 2.10 All lifts shall be equipped with an **automatic stopping device** to bring the cars to rest at the terminal landings. Final limit switches shall be provided in each lift shaft to stop each car and to prevent normal operation should it travel beyond the operational zone.

- 2.11 In addition, an **automatic self-leveling feature** shall be provided that will bring the car exactly to the floor landing. This device shall correct for over-travel and rope stretch and shall keep the car level at the correct landing position irrespective of the load in the car. **Under no circumstance shall jerking in any feature of the normal car operation be tolerated.** Special attention being expected to be given to this requirement.
- 2.12 Power Receiving Panels, Starter Panels, Control Panels, *Equipment Panel* Selector Cabinets, Micro-Processor Panels and **Monitoring Lift Operation System (e-Logger) Relay** for each lift shall be provided and installed where applicable in the lift motor rooms. These panels shall be of approved design, and located in sheet steel, robust, vermin, insect and dust proofed cabinets which shall be provided with double, full length swing door of metal construction complete with hinges and locking devices.
- 2.13 The rear of all cabinets shall be provided with similar, but perforated doors with vermin proofing to allow adequate heat dissipation and ease of access to the equipment located therein. All cabinets shall be thoroughly cleaned free of rust, treated with rust inhibitor such as phosphatic coating, and painted with red lead primer, undercoat and topcoat of approved paint.
- 2.14 Special attention shall be given to insulation finish of all items and no linseed oil varnish, presspahn, fibre or hygroscopic material shall be used in any position and all components shall have a tropical finish including electro-tinning of non-ferrous parts and vacuum impregnation of operating coils.
- 2.15 All cables inside control panels shall be adequately colour coded using PVC sleeves of appropriate colour to denote the phase of electricity supply. *Cables* **All cables between controllers and group controllers shall be of Optical-Fibre cables.**
- 2.16 All switches and contact cables shall be of the heavy-duty type designed especially for lift installation and operation and should be capable of handling 240 starts per hour.
- 2.17 The panels shall be factory assembled and tested before installation in the lift motor room.
- 2.18 **Power factor correction capacitors shall be provided as required to correct the power factor of all motor to 0.85 lagging** or better at all loads. The capacitors shall be installed preferably within the starter or control panels, but consideration will be given to separately mounted capacitors provided that full dimensioned details are provided with the tender.

3.0 LIFT CAR

- 3.1 The Contractor shall provide and install the lift cars complete with **anti-rust protected roofs, car enclosures, doors and all accessories**. The lift cars shall not include any open work panels, except ventilating panels within a height of 2.4 meter from the car floor. The apertures in any open work in the car roofs shall be designed such as to reject a 25 mm diameter sphere.
- 3.2 **The car enclosures for all lifts including car door shall be one-piece hairline stainless steel of not less than 2.0 mm thickness** and capable of with-standing a thrust of 340 Newton applied normally by a flat or well-rounded object at any part without permanent deformation and shall be so secured to the car frame and car platform that it cannot work loose or become displaced in normal operation.
- 3.3 All lift cars shall be located in the shaft such that when leveled at a lift landing with the doors open, it is impossible for an object to become trapped between the car platform and the lift landing while the car is within the landing zone.
- 3.4 All internal finishes of lift cars must be approved by the Engineer in writing before ordering is proceeded with. Actual samples of all material to be used are to be submitted for approval. **All material used for the finish shall be tough and be able to withstand vandalism.**
- 3.5 **All accessories in the lift car such as lighting, fans, operating buttons/panels shall wherever possible be installed such that they are fastened from outside of the car so that the same shall not be removable from inside the car.**
- 3.6 All fastening screws exposed to the inside of the car shall be of the **Allen screw type**.
- 3.7 Every passenger car shall be carried in a steel frame sufficiently rigid to withstand the operation of the safety gear without permanent deformation to the car frame. The **safety factor for these frames shall be not less than five (5)**.
- 3.8 At least four renewable guide shoes, or guide shoes with renewable linings, or sets of roller guides shall be provided, two at the top and two at the bottom of the car frame. These guides shall be held in contact with the guide rail surfaces by means for adjustable cushioning devices and in case of roller guides, these shall run on dry unlubricated guide rails.

- 3.9 The support frames of lift cars shall carry stainless steel facer plate, rubber pads upon which the car is braced to the frame, additional rubber pads shall be provided to form an effective isolating cushion between the car and the steel frame.
- 3.10 Car platforms shall be of framed construction. The platform for each of the passenger lifts shall be designed on the basis of the contract load being evenly distributed. These platforms shall consist of a **structural steel frame, not less than 4.5mm thickness chequered plate flooring and a substantial Magnesium Oxide Board (MOB) floor.** *Car Platform*
- 3.11 The underside of the **Magnesium Oxide Board (MOB)** flooring shall be fire-proofed by means of sheet **steel of not less than 3.0 mm thickness coated with approved fire proofing material.**
- 3.12 For purpose of design, the **minimum factor of safety shall be 5 for steel and 8 for timber.**
- 3.13 Stainless Steel Chequered plate to approved colour and design of not less than 4.5 mm thickness shall be securely mounted on the **Magnesium Oxide Board (MOB)** flooring and bend at three (3) edges with minimum height of 70 mm to prevent fluid from slip through floor. *Floor Finish and Kick-Plate*
- 3.14 Lift car **kick plates (skirting) shall be of stainless steel of not less than 3.0 mm thickness with hairline finish.**
- 3.15 **The kick plates shall be welded or glued with water proofing glue to the stainless steel chequered plate flooring** such that no fluid would seep through to under the lift car.
- 3.16 The walls of all passenger lifts cars shall be of **suitably one-piece hairline etched mirror stainless steel with engrave finish of not less than 1.5 mm thickness**, a sample of it must submit to the S.O for approval. The wall must be spot weld and glue as reinforcement with stainless plate 150 mm wide, one in every 450 mm distance. *Car Walls*
- 3.17 Ceiling for all passenger lift cars shall be of **one-piece hairline stainless steel of not less than 3.0 mm thickness and has height of 2.4m from floor.** *Car Ceilings*
- 3.18 Each lift car shall be illuminated by at least **four (4) nos. of T8 LED Tube with the brightness not less 350 lux** located at above suspended ceiling complete with perspective plate and safety cover as per Superintending Officer (SO) approval. *Illumination*

- 3.19 Each lift car shall be provided with **2 nos. of crossflow** fans not less than 460 cfm located above the suspended ceiling with vents and recessed base. *Ventilation*
- 3.20 Hairline Stainless Steel **handrails shall be provided** for lift cars in this Contract, as per design to be decided by the Superintending Officer (SO). *Handrails*
- 3.21 **Emergency exits shall be provided** in all lift cars under this Contract. These exits shall be in the roof of the lift car and panels for top opening shall not open inwards, be clear of any apparatus mounted above the roof of the lift car and be held by suitable fasteners that **can only be opened from outside the lift car**. *Emergency Exit*
- 3.22 **Panels for all emergency exits shall be provided with an electric switch which will prevent operation of the lift when the panel is open. Emergency exits located on the side walls of the lift car will not be permitted.**
- 3.23 One **Electronic digital car position indicator** shall be installed **above each car entrance and inside the car** as approval from the Superintending Officer (SO). Actual samples of all material to be used or brochures are to be submitted for approval. *Car Position Indicator*
- 3.24 The **indicator shall be encased in fibre of not less than 10.0 mm thickness**. As the car travels up or down the shaft, its position shall be indicated by the moving electronic digital arrow and numeral corresponding to the landing at which the car is stopped or is passing.
- 3.25 The indicator inside the lift car shall comprise the following :
- a) **A fiber plate not less 10mm with bracket from inside to cover the button which shall not be removable from inside the lift car.**
 - b) **Digital numeral display.** The numeral display shall **not be less than 50 mm in height** and shall be **able to indicate all landings served** by each lift car approved by the Engineer.
 - c) An **“UP and “DOWN” flowing direction indicator to show the direction at which the lift car is traveling.** This direction indicator shall be also **not less than 50 mm in height.**
 - d) Digital display or indicator on capacity of the contract load of these lifts shall be shown in kilograms and in number of persons.

- 3.26 **All doors (Landing Doors & Car Doors) shall be formed of one-piece hairline stainless steel of not less than 2.0 mm thickness** with welded joints, of flushed construction and shall contain suitable materials for sound deadening. These doors shall be **provided with keyways for interlocks**. They shall be thoroughly cleaned and treated with rust-inhibitor prior to painting. *Doors*
- 3.27 Every **landing door shall be provided with an electro-mechanical interlock which will prevent the lift from being started or kept in motion unless all landing doors are closed**, and the interlock contact made the interlock shall allow a landing door to open only if the car is in position behind within the landing zone.
- 3.28 Every **Car Door** must be provided with **Car Locking Device** (JKKP Regulations) which will prevent the door can be opened from inside when the lift is running or trap situation.
- 3.29 **All Doors for the lifts shall be of not less than 1.1 meter width two paneled automatic centre opening type** and shall be operated by a D.C. motor. All car and landing doors shall be **of hairline stainless steel of not less than 2.0 mm thickness** to the approval of the Superintending Officer (SO).
- 3.30 The lower edge of these doors shall be fitted with **removable laminated phenolic guides** which run in the sill slots with minimum side movement.
- 3.31 Both car and landing doors shall be **fitted with sheave type door hangers**. The sheave wheel shall be tyred with a sound reducing material and shall rotate on grease packed precision ball bearing. The up thrust of the door shall be taken by a roller mounted on the hanger and arranged to ride on the underside of the hanger track. *Door Hanger and Tracks*
- 3.32 The roller shall be mounted on an eccentric stud to provide for adjustment. The hanger tracks shall be either formed cold rolled steel or cold drawn steel of heavy section with surfaces shaped to conform to the thread of the hanger sheaves and rollers. Suitable means shall be used to transmit motion from one door panel to the other.
- 3.33 Provision shall be made to open manually every power operated landing door in the event of failure of power supply, at any landing at which the car is standing. **Emergency devices and keys for opening the doors from the landing shall be provided for all lifts.** *Manual Opening*

3.34 The **door operator for each lift shall consist of a D.C. motor, operating mechanism, linkages and switches** to give adjustable to ensure the smoothest, fastest opening and closing possible. **The Door shall also be operated with door closing time control facilities.** *Door Operators*

3.35 The car and landing door shall operate simultaneously and quietly while the elevator is levelling, and **shall close either after the expiration of a time interval or when a car button call is registered, or when the "door close" button is pressed.**

3.36 **The car shall not move until the doors are fully closed.**

3.37 A **photo-sensor safety door full height of extending the full height of the entrance** shall be provided for each car door to protect passengers entering or leaving the car. Should the door be closing while passengers are still entering or leaving the car, the safety edge on the car door panel, on touching the passenger shall cause the door to reopen immediately to prevent crushing the passenger. The door shall close immediately thereafter. *Door Safety Edge*

For the enhancement of the safety of passengers entering and leaving from the elevator, multi-beam sensor is provided and installed on car door based on the following:

- a) Multi-beam sensor detects an obstacle of which the diameter is 50 mm or more.
- b) Multi-beam sensor must detect the obstacle within the vertical range from 25 mm to 1600 mm above door sill.
- c) When detecting the obstacle, the closing door must stop and open automatically.

3.38 Door Nudging with continuous warning buzzer - if the door closing has been delayed twice by either the mechanical safety edge or the infrared door sensor, the door shall begin to close at delayed speed with a continuous sounding buzzer. As soon as the interruption by the mechanical safety edge or the door sensor has been removed, the door shall proceed to close at normal speed.

3.39 One **car operating panel** per lift shall be installed in each lift plus one horizontal panel c/w braille for handicap in fireman lift. This panel shall be **of fiber plate not less than 10 mm thick with bracket at inside and shall preferably be fastened such that it shall not be removable from inside the lift car and shall at minimum contain** the following indicator and controls :- *Car Operating Panel*

- a) An **"ALARM" button** which, when pressed, shall cause a battery operated alarm bell to sound. The alarm bell shall have intensity of not less than 120 dB in the car interior so that it can be clearly heard from outside the lift well.
- b) A **"Door Open" button** which, when pressed, shall cause the closing doors to reopen, or when continuously pressed, shall keep the door open.
- c) A **"Door Close" button** which, when pressed, shall cause the door to close to shorten the door open time.
- d) A single stroke starting gong behind the car operating panel shall be provided. The starting gong shall sound prior to the door closing and the starting up of lift.
- e) An intercom button is to activate communication and connect to intercom slave unit
- 3.40 All push buttons shall be of vandal resistant stainless steel type with calls registered illumination strips and braille for blind people as approved by the Superintending Officer (S.O). *Braille Push Buttons*
- 3.41 A panel to include **an emergency stop switch, a door controller switch, a maintenance Fully Automatic Service speed selection switch, lighting, fan and attendant mode switch shall be provided in the maintenance panel in every lift car.** The emergency stop switch shall prevent the car from being operated while the switch is open. The door controller switch shall prevent the door from being operated during testing and adjustment. *Maintenance Panel*
- 3.42 The Fully Automatic Service Speed selection switch shall ensure that while the servicemen are standing on top of the lift car servicing or adjusting the equipment, the lift cannot be switched to full speed operation accidentally by someone in the lift car, thus endangering the servicemen on the car top.
- 3.43 **The attendant mode switch shall be isolated to have their own key for easy operation.**
- 3.44 A specified car can be withdrawn from the group control and carries out independent operation in accordance with the hall call for VIP. After being used the lift must be back to the duplex group. *VIP operation*

- 3.45 A panel incorporating an approved type **intercom slave unit** shall be installed above the car control panel in each lift. These units shall be connected to an approved convenient point in the Motor Room where a "press to call" intercom shall be provided for communication between maintenance personnel in the lift motor room lift car and control room (three-ways communication). *Intercom Unit*
- 3.46 Each lift car shall have a clear internal height of not less than 2.4 meters. *Car Ceiling Height*
- 3.47 A **closed circuit television system (CCTV)** shall be installed complete with all necessary wirings and cabling, communication line, **one camera each** in all lift cars and **one camera at Lift Motor Room** accompanied by LED monitor screen 32" and should be placed at **Pejabat Kecil**. *CCTV*

4.0 HALLWAY AND SHAFT EQUIPMENT

- 4.1 The Contractor shall provide and install all equipment as detailed hereunder at the hallway car entrances. This equipment shall include **lift entrances, hall buttons and lanterns**. *General*
- 4.2 Hallway door frame shall be supplied and installed under this Contract for all lift. The frames shall be of sheet stainless steel finish braced and reinforced not less than **2.0 mm thickness**. *Door Frames Construction*
- 4.3 Door frames panels shall be plumbed as accurately as possible for proper door installation.
- 4.4 **All door sills shall be of stainless steel of not less than 3.0 mm thickness**. Grooves for the door guides shall be with minimum clearance for the guides to ensure smooth traveling of doors. The sills shall be supported on special steel anchor plates securely fastened to the landing door sill support. *Door Sills*
- 4.5 **Sheet stainless steel fascia plates of not less than 2.0 mm thickness** shall be provided and fixed between the underside of the landing entrances sill and at the top of door hanger case to form a flush surface in the path of travel at the car entrance.
- 4.6 **Hanger support** shall be of sufficiently thick formed sections securely bolted to the support angles. *Supports and Covers*

- 4.7 Hall call buttons shall be installed at every scheduled landings. **One (1) indicator with direction indicating arrows shall be installed for each lift at every scheduled landings or every floor** as shown generally in the Specification Drawings. All hall call buttons shall be of Dewhurst with braille or equivalent. *Hall Button and Indicator*
- 4.8 These indicators shall each comprise a **fiber faceplate of not less than 10.0 mm in thickness** and it shall be securely fastened such that it is not removable from the landing hall. The buttons shall be of stainless steel type with direction and indicating arrows and strip illumination. The buttons shall be so designed such that when a lift arrives and cancel the call, illumination shall cease. These buttons shall be of the stainless steel, and call registered type micro touch buttons, flush mounted on the face-plate.
- 4.9 All indicator arrow direction light "UP" and a "DOWN" shall each be of suitable size to the approval of the Superintending Officer, and preferably shall not less than 50mm in height. A **single-stroke UP and DOWN starting gong** shall sound when the lift reached or leave the floor.
- 4.10 Each digital position indicator shall incorporate an "UP" and a "DOWN" direction arrow lights, shall each be of suitable size to the approval of the Superintending Officer. The digital position indicator with UP and DOWN direction arrow light shall be installed at Ground Floor only. *Hall Position Indicator*

5.0 SAFETY EQUIPMENT AND EARTHING

- 5.1 In addition to the safety equipment previously mentioned, the Contractor shall provide and install such equipment associated with the lift installation as shall provide the safest transportation available. **All metal work** excepting conductors, in exposed position which may be liable to become electricity charged, shall be **effectively bonded and earthed**. *General*
- 5.2 **A centrifugal type speed governor** shall be provided for each lift with a tripping speed set in accordance with B.S. 2655: Part 1 and the ASE Code. The electrical contacts actuated by the over speed action of the governor shall cut off electricity supply to the traction equipment, prior to the mechanical tripping of the governor. *Speed Governor*

- 5.3 All lift cars shall be provided with **flexible guide clamp type safety gear**, in accordance with B.S 2655, mounted on the bottom member of the car frame. This gear shall be arranged to stop the car gradually whenever excessive descending speed is attained, and means shall be provided to cut off power supply to the traction equipment, and apply brake prior to the application of the safety gear. *Safety Gear*
- 5.4 **Oil buffers shall be installed under every lift car and counter weight** and shall be arranged such that the car or counterweight in normal operation does not engage them. *Buffer for Lifts*
- 5.5 They shall be designed to provide **a retardation of not more than 9.8 meter per second square (m/s²)** when subjected to the total impact of a fully loaded lift traveling at the Governor tripping speed.
- 5.6 Means shall be provided for ascertaining that there is an adequate supply of oil in the buffers, and the construction shall ensure that any oil displaced in the operation is contained within the buffer. The buffer shall be self-resetting.
- 5.7 An earthing system comprising cables, conduit and copper tape earth connectors necessary to bond permanently and effectively to the main earthing system of the building all non-current carrying metal shall be supplied, erected and connected under this section of the specification. The **proposed earthing cable layout drawings** shall be submitted to Superintending Officer for decision before the work is proceeded with. *Earthing System*
- 5.8 The requirements for earthing shall be as detailed in section D of the 14th Edition of the I.E.E Regulations. The earth connections for all sections of the installation shall be electrically continuous throughout.
- 5.9 Joints shall be tinned riveted and soldered. All connections to electrical apparatus shall be made by a bolted connection in a visible and accessible position.
- 5.10 *Earthing connections* shall be run in approved positions and fixed in an approved manner generally in square and symmetrical line using Furze No. 44 gunmetal saddles of appropriate size for securing tapes at interval not exceeding 1 m in long unbroken lengths to avoid unnecessary jointing.
- 5.11 The earthing systems includes measuring, marking off, cutting, fitting and erection, supply of necessary clamps and rag bolts complete with all fixing screws and rivets for fixing and jointing of the copper tape including the necessary lugs, consumable stores and the use of jointers' tools.

5.12 **Safety circuits shall be provided to prevent the lift from moving with doors open in case of a short circuit to earth.** *Safety Circuit*

5.13 All lifts shall be provided with mechanical over-loading device. An automatic buzzer in the lift car shall give a continuous sound and signal when the car is overloaded resulting in the lift car remaining stationary with its doors opened. The car shall resume operation when the extra load has been removed. The sound of the buzzer shall be different from that of the alarm bell and signal shall be of the illumination type. *Automatic Overloading Buzzer*

6.0 **ADDITIONAL FEATURES FOR FIREMEN'S LIFT**

6.1 The Contractor shall incorporate into his design one lift to be a firemen's lift which will be used by firemen in an emergency situation. The firemen's lift shall comprise **a firemen's switch at the ground floor** and additional landing doors at every floor: - Ground to Top Floor with all necessary wiring and any other items whether or not listed in the specification so as to complete the installation. **The lift shall be installed in accordance with F.O.C and comply with all By-Law Regulations, order and requirement of the Jabatan Bomba & Penyelamat Malaysia.** The Contractor shall be wholly responsible for the entire installation to meet these requirements. *General*

6.2 During normal operation, the lifts shall operate as ordinary passenger lifts landing only as per decisions of upper management. However when the fire switch is switched ON, the lift must be able to stop at every floor landing. *Mode of Operation*

6.3 The mode of operation shall be so arranged that on switching the firemen's switch to the 'ON' position, the lift shall act as follows :

- (a) *If the car is traveling upwards, the car will stop at the next floor without opening its doors and return automatically to the ground floor.*
- (b) *If the car is traveling downwards, the car shall continue to travel downwards, neglecting any further down calls and stop at the ground floor.*
- (c) *The car and landing buttons shall be inoperative during this period.*
- (d) *On reaching the ground floor, the car buttons shall come into operation again, but the landing buttons shall remain inoperative.*

- (e) *The lifts shall be restore to normal operation by returning the fire switch to the 'OFF' position.*

6.4 The Contractor shall supply and install a Firemen's Lift Notice Plate at the Basement and ground floor landing for all Firemen's Lifts. This plate shall read "**LIF BOMBA**" and shall be installed preferably above or below the hall car position indicator panel to distinguish the Firemen's Lift from the other passenger lifts. *Firemen's Lift Notice Plate*

6.5 The letterings shall be white in colour, engraved or printed on a red thermoplastic signage material and lined with stainless steel frame. A sample of the notice plate shall be submitted to the Superintending Officer for approval before installation.

7.0 OPERATING SYSTEM

7.1 This section outlines the various requirements of 2 or 3 car groups with Full Selective and Collective System Control operation with the firemen's switch in the "OFF" position. *General*

7.2 During its up trip, the lift shall respond to all up calls from the car, ignoring all down calls from car and corridor. Having answered all up calls, the lift shall automatically reverse its direction of travel and answer all down calls in is down trip in floor sequence, ignoring any further up calls from the car, which may have been made in the meantime. *Operation Characteristics*

7.3 The lift shall operate to the highest car or hall only and return immediately to the ground level.

7.4 When no call is made, the lift shall return Operation to the ground level, the doors shall close, and its motor shut down automatically. *Off-Peak Operation*

7.5 When a call is made, the lift shall return to operation immediately to answer the call.

7.6 The Full Selective and Collective System shall be provided with the following features :- *System Features*

7.7 **Mischievous call canceling device**- cancels call registration the number exceeds the number of passenger aboard.

7.8 **Call canceling function** - allows cancellation of an incorrectly registered car call if pushed a wrong floor button in the car, can be cancel it by pressing that button twice consecutively

7.9 **Load Weighing Bypass** - This shall operate to by-pass hall calls if the lift is full to a predetermined passenger capacity.

7.10 All the lifts shall be of fully-computerized automatic operation system, and equipped with a state-of-the art computer which constantly and automatically analyses the various and instantaneous prevailing traffic conditions in the building at any instant taking into consideration the frequency, number and distribution of the car and landing calls, door opening and closing times, the load in each lift car, the relative position of the various lift cars and shall automatically forecast and select the most suitable operation pattern to achieve the maximum transportation and clearing efficiency of the group of lifts.

*Computerized
State-of-the art
Supervisory
System*

7.11 The monitoring device shall have:-

- (i) Computerized State of Art c/w Lift Operation Movement, Monitor, C.P.U, Printer & Accessories.
- (ii) Switches and Buttons, Master Intercom, Video & CCTV.

8.0 Lift Operation Movement

The fully computerized automatic operation system shall be able to monitor a features :-

- (i) Display or indications of car cage lift operation (Computer State Of Art Traffic Analyzer).
- (ii) Electronic flow directional and numeral Arrow direction lift car movement "Up" or "Down".
- (iii) Lift failure indicator.
- (iv) Alarm & test lamp indicators.
- (v) Full load indicator/display loaded.
- (vi) In service or under inspection.
- (vii) Attendant/independent mode.
- (viii) Lock and release floor serving.

9.0 Switches, Buttons and Master Intercom.

This panel constructed at an angle of 15 degree from hairline stainless steel shall not less than 3.0 mm. thickness and shall have the following features:-

- (i) Master Intercom Station

The master intercom station shall be able to communicate with sub-station such as :-

 - (a) Between lift motor room.
 - (b) Between all lift car and motor room simultaneously.
- (ii) The master intercom shall be flush-mounted type, hands free, volume control and shall be not than less nine (9) stations with built-in loud speaker.

10.0 INSTALLATION MATERIALS

10.1 The Contractor shall supply and install all cabling associated with the lift installation which shall comply with the current British Standards applicable and be installed in accordance with the 14th Edition of the I.E.E. regulation for the Electrical Equipment of Buildings. *General*

10.2 All installation work shall comply with the current edition of the British Standard Codes of Practice and European Standards where applicable as follows :

- (i) CP321 Electrical installation - General.
- (ii) CP321.101 electric wiring system (for power, lighting and heating circuits) in buildings.
- (iii) CP321.102 Installation and maintenance of electric machine, transformers, rectifiers, capacitors and associated equipment.
- (iv) CP407.101 Electric lifts for passengers, goods and services.
- (v) EN81-20 & EN81-50 lift standards

The installation shall comprise approved insulated cable run in conduit concealed in floor screen behind wall plaster and surface mounted, flexible traveling cables alone being excepted. In addition car guide rails and fastening, ropes, buffers and counterweight shall be provided under this section.

10.3 The Contractor shall provide all bolts, screws, rawl-plugs, etc. required by him for the purpose of fixing his equipment.

Holes and Fixing

Fixing shall be generally as follows :-

- (a) In woodwork by appropriate size of woodscrews.
- (b) In brickwork or concrete by approved size, *non-shrinkable type rawl plugs and sherardized screws*.
- (c) All fixing to steelwork shall utilize purpose made clamps, and no steelwork may be drilled without the written authority of the Engineer.

- 10.4 All cables for main power and lightings shall be of a size capable of carrying the planned load in accordance with I.E.E. Regulations, using the appropriate derating factors for temperature and site conditions.
- 10.5 Cable shall only be drawn into the conduits or trunking after it has been finally fixed and cleaned out.
- 10.6 No joints shall be permitted and cables shall be looped from point to point.
- 10.7 **Traveling cables** are to be of good quality with good flexibility and **of flat type to ensure long lasting service**. Materials for cable are copper based material for good conductivity and ductility.
- 10.8 Conduit shall be manufactured in accordance with B.S. 31 heavy gauge galvanized steel, screwed and welded Class B or approved removable lid type trunking. Conduit boxes shall be manufactured from good quality malleable cast iron and shall be of the small circular pattern to B.S. 31 Clause B1 with internally tapped spouts with a minimum length of 20mm, threaded to the correct length at intersections, tees, draw through and stop ends. *Conduit*
- 10.9 Inspection, solid or normal bends elbows or tees are not to be installed except with the approval in writing of the Superintending Officer.
- 10.10 Flexible metallic tubing shall be heavy gauge, weatherproof type, P.V.C. sheathed overall and sweated into heavy brass adaptors, with a male thread for connection to the rigid conduit system at each end. Reliance shall not be placed upon the flexible tubing as an earth conductor and a tinned copper wire coloured green and not less than 2.5 mm sq shall be run inside and connected to the equipment earth terminal at each end. *Flexible Conduit*

- 10.11 **Socket outlets** to B.S. 2814 single pole 13 amp. 3 pin rectangular type shuttered outlets, metal clad surface, outlet mounted, and provided with integral switches **shall be installed on top of lift cars for maintenance of cars and inspection purposes.** *Socket Outlet for Lift*
- 10.12 Both **car and counter weight guide rails shall be of standard "Tee" section steel with machined working faces.** The guides shall be joined with tongued and grooved matching joints together with strong backing plates. *Guide Rails and Fastenings*
- 10.13 **Guide rails shall be erected plumb and fastened securely to the lift shaft by heavy steel brackets,** so designed and located that the rail shall not deflect more than 7 mm under normal operation.
- 10.14 Guides shall be held to their fastening by through bolts or clips of such designed that any rotary movement of the clips will not release the guide, and shall withstand the application of the safety gear when stopping a fully loaded car or counterweight.
- 10.15 Guide rails shall extend for such length to prevent any of the car or counterweight shoes from running off their guides.
- 10.16 *Suspension ropes* shall be in accordance with B.S. 329, B.S. 2655; part 1 in respect of material, quality and construction. *Suspension Ropes*
- 10.17 Ropes shall not be spliced other than for the purpose of attachment to the car, counterweight or anchorage. The particular type of ropes shall have a close strand construction, resulting in an increased metallic cross-sectional area and strength, and shall have superior bending qualities compared to other types.
- 10.18 **Each suspension rope shall be not less than 8.5 mm in diameter.**
- 10.19 **Each lift shall be fitted with not less than five (5) ropes independent of one to the other.**
- 10.20 The **factor of safety** of car and counterweight ropes based on maximum static loads **shall not be less than ten (10).** For this purpose the maximum static load on the car suspension ropes shall be the contract load plus the weight of the car and suspension ropes and compensation.

11.0 ASSOCIATED ELECTRICAL WORK FOR LIFT SYSTEM

- 11.1 Tenderer shall note that only an **AC 415 Volts/60 Amps/ 3 phase/50 Hz power supply** point ending with an isolator will be provided in the lift motor room. *Power Supply*
- 11.2 The costs of all wiring, cables, switch-boards, fuse-boards, control boards, all other electrical installation works needed from the above isolator point onwards, required for the proper installation, completion and functioning of the lifts shall be deemed to be included in the tender price. *Associated Electrical Works*
- 11.3 All cables used shall conform to the appropriate Institution of Electrical Engineer Standards as far as they apply and to Cable Manufacturers Association Insulation Standards for operation at 240 Volts to earth, 415 Volts phase to phase. Unless otherwise shown in the drawings, the insulation for cable runs in conduits or trunkings shall be at operating temperature. *Cables and Wires*
- 11.4 Cables shall be of 98% conductivity copper and shall be large enough to be protected by the fuses or circuit breaker ahead of time. Conductors for motor circuits shall be sized in accordance with Regulations. Should any conductor shown on the drawings be incorrectly protected, then the size of the conductor shall be increased at no additional cost, and the Superintending Officer notified. In no case shall any conductor be reduced from the size shown in the drawings or called for in the specification except by written permission.
- 11.5 Every connection at a cable termination shall be made by means of a terminal, soldering sockets or compression type sockets and shall securely contain and anchor all the wires of the conductor, and shall not impose any appreciable mechanical strain on the terminal or socket. Cable carrying different potentials shall not be run in the same conduit or boxes without barriers.
- 11.6 **Cable colour shall comply with the Regulations and no cable used shall be of smaller size than 2 mm sq.**

12.0 PAINTING

- 12.1 All panels, metal work, machinery, etc. supplied and installed under this Contract shall be spray painted to colours approved by the Superintending Officer. *Painting and Protection*
- 12.2 Before any painting is carried out the Contractor shall ensure that the surface to be painted shall be clean, free of grease and rust as recommended by the paint manufacturer. If necessary, degreasing and derusting shall be employed. *Procedure of Painting and Colour Scheme*
- 12.3 Each coat of paint shall be sprayed and when thoroughly dry, smoothed with suitable abrasive or cloth before the next layer is applied.
- 12.4 No painting or drying shall be carried out under direct sun light and due care shall be taken during dusty or wet condition.
- 12.5 Should any corrosion, or sign of faulty painting technique become apparent during the maintenance period, the Contractor shall be required to remove the defective paint work or component part at his own cost and retreat and/or repaint it as directed and of the satisfaction of the Superintending Officer.
- 12.6 The painting shall be carried out as follows :-
- 12.7 All panels, Metal Frames and Sheets, Brackets, Machinery and etc. shall be painted as follows :-
- (i) Primer coat - ICI Grey Green Chromate Metal Primer Ar500 - 388 or approved equivalent.
 - (ii) Under coat - ICI Dulux Speed Undercoat A543-101 or approved equivalent
 - (iii) Finish coat - ICI Dulux gloss Finish or approved equivalent.
- 12.8 All screw heads, wingnuts and other means of fixing shall be painted at the time of installation and refinished after the completion of final testing and commissioning.
- 12.9 All manufactured items that are delivered in a painted condition shall be prepared as mentioned above and then repainted as before. Special care should be taken when painting the underside of lift motors, bases, etc. A layer of bituminous material or roofing felt shall be laid on the base before the item is installed and then trimmed to size.
- 12.10 All cut ends of galvanized steel or sheet metal works shall be prepared as mentioned above and painted with 2 coats of zinc chromate paint.

- 12.11 All items that are considered liable to oil or grease splashes shall be finish painted using 2 coats of appropriate oil proof paint.
- 12.12 All items subjected to corrosive air or other hazardous condition shall be specially treated and painted with suitable anti-corrosion paint as recommended by the manufacturer.
- 12.13 A schedule of paint colours to be used in the various services will be issued to the Contractor as the work progresses on site.
- 12.14 Otherwise mentioned and agreed by the S.O the colour scheme shall follow the colour mentioned above.

Untuk Kegunaan DBKL Sahaja

C) SPESIFIKASI UNTUK PINTU BILIK JENTERA LIF

- | | | |
|-----|-----------------------------------|--|
| 1.0 | Bingkai Pintu | Bingkai besi jenis <i>M.S Hollow</i> atau <i>M.S Tiub</i> . Besi tersebut bersaiz 40mm x 40mm (cross section) berketebalan tidak kurang 1.5mm. |
| 2.0 | Tetulang Pintu | Bingkai besi jenis <i>M.S Hollow</i> atau <i>M.S Tiub</i> . Besi tersebut bersaiz 40mm x 40mm (cross section) berketebalan tidak kurang 1.5mm. |
| 3.0 | <i>Plate</i> Pintu | <i>Plate</i> pintu yang digunakan adalah jenis <i>M.S plate</i> berketebalan tidak kurang 3mm. |
| 4.0 | <i>Anchor Bolt</i> dan <i>Nut</i> | <i>Anchor bolt</i> dan <i>nut</i> konkrit jenis besi bersaiz mengikut kesesuaian di tapak. <i>Expander bolt</i> dan <i>nut</i> tersebut perlu ditanam di dalam bingkai pintu serta dinding. Kedalaman ditanam di dalam dinding sekurang-kurangnya 1½ inci dan <i>nut</i> tersebut perlu dikimpal. <i>Expander bolt</i> dan <i>nut</i> perlu diletakkan di setiap pintu sekurang-kurangnya enam (6) unit. |
| 5.0 | Ensel Pintu | Ensel pintu yang digunakan adalah jenis besi (anti-vandalisme) dan bilangan unit yang diperlukan mengikut jenis pintu dan saiz pintu. |
| 6.0 | Selak Sorong | Menggunakan selak jenis sorong dan panjang selak tersebut sekurang-kurangnya 6 inci beserta <i>padlock hook</i> yang bersesuaian dengan <i>padlock</i> 2½ inci. |
| 7.0 | Kekemasan | Pintu tersebut perlu dicat dengan menggunakan cat anti karat dan lapisan cat kilat (gloss paint) |
| 8.0 | Kimpalan | Semua sambungan pintu perlu dilakukan dengan kaedah mengimpal. Kimpalan perlu kemas dan memastikan setiap pintu yang dikimpal tidak mudah dirosakkan atau dimusnah laku. |

D) SPESIFIKASI UNTUK UNIT PENGHAWA DINGIN

1.0 Keupayaan Penyejukan Setiap unit alat penghawa dingin mestilah dari jenis penyejuk udara jenis *split unit* yang berkapasiti **2.5HP** seperti yang dinyatakan dalam jadual *Bill of Quantities*, kuasa bekalan satu (1) fasa 240 volt dan frekuensi 50 hz.

2.0 *Outdoor/condenser* Semua unit *indoor* adalah jenis *split unit* dan diperbuat daripada bahan/*material* yang diluluskan. Ianya mestilah dari jenis tahan lasak, anti karat dan tahan pada semua cuaca di Malaysia. Saiz *condenser* mestilah sesuai mengikut kapasiti (Btu/hr), kompak dan boleh dipasang pada ruang yang kecil. Unit *outdoor* hendaklah tergabung sekali dengan unit *compressor* dan *condenser* yang berkeupayaan tinggi serta mengikut kapasiti seperti yang ditawarkan.

Semua unit dalam *outdoor* hendaklah dilindungi dan tidak terdedah kepada kerosakan termasuk *condenser unit, fan motor, fan, compressor* dan *eletronic part*.

Semua *refrigeration pipe* dalam unit *outdoor* mestilah daripada 100% *cooper* dan mengikut *standard* yang biasa digunakan serta diperbuat daripada bahan yang diluluskan.

Unit *outdoor* mestilah mempunyai tiub kapilari/injap yang terbina dalam dan terlindung.

3.0 *Indoor / Evaporator*

Semua unit *indoor* adalah jenis *split unit* dan diperbuat daripada bahan/*material* yang diluluskan. Ianya mestilah dari jenis tahan lasak, anti karat dan tahan pada semua cuaca di Malaysia. Saiz *evaporator* mestilah sesuai mengikut kapasiti (Btu/hr), kompak dan boleh dipasang pada ruang yang kecil. Unit *indoor* hendaklah tergabung sekali dengan unit *evaporator* yang berkeupayaan tinggi serta mengikut kapasiti seperti yang ditawarkan.

Sistem *indoor* hendaklah boleh dikawal secara automatik seperti kawalan suhu, 'on off' unit, pengagihan angin sejuk, *timer set* dan sebagainya.

Indoor unit mestilah berkeupayaan atau mempunyai sekurang-kurangnya; 3 jenis *mode* pengoperasian, *cross flow fan* yang boleh dilaras secara auto dan manual dan *on off timer* automatik.

Semua *refrigeration pipe* dalam unit *outdoor* mestilah daripada 100% *cooper* dan mengikut *standard* yang biasa digunakan serta diperbuat daripada bahan yang diluluskan.

Mempunyai *sangga* (bracket) dan boleh dipasang pada dinding.

4.0 Pemampat / *Compressor*

Alat penghawa dingin mestilah mempunyai pemampat dari jenis *rotary* dengan keluaran bunyi yang minimum. *Compressor* mestilah dibina daripada *material* jenis tahan dan mengikut *standard* yang biasa digunakan. Ia juga mesti ditempatkan di dalam unit *outdoor* dan dilindungi dengan selamat. Mempunyai motor yang berkeupayaan *torque* yang tinggi dan penggunaan *voltage* yang rendah semasa *starting* dan *running mode*. *Compressor* mestilah mempunyai alat pelindung beban (overload protector) yang dipasang dan berfungsi secara automatik.

Semua *refrigeration pipe* pada unit *compressor* mestilah daripada 100% *cooper* dan mengikut *standard* yang biasa digunakan serta diperbuat daripada bahan yang diluluskan.

5.0 *Refrigeration Pipe*

Refrigeration pipe hendaklah daripada tiub/paip tembaga yang berkualiti tinggi dan ianya mestilah diperbuat daripada 100% tembaga. Prosedur yang ketat mestilah dipatuhi semasa

kerja penyambungan tiub bagi tujuan meminimumkan kadar pembentukan oksida di dalam tiub dan bebas daripada sebarang kebocoran. Setiap *refrigeration pipe* hendaklah dibungkus dan dilindungi penebat seperti Armaflex atau Aroflex dengan tujuan mengurangkan pengaliran haba berlaku dan paip sentiasa dalam keadaan sejuk. Hanya 1 unit *evaporator* disambung kepada 1 unit *condensor*. *Refrigeration pipe* hendaklah dibungkus dan diletakkan di dalam *trunking* serta dilekatkan pada dinding dengan kemas.

6.0 Pendawaian

Kesemua pendawaian mestilah mengikut *standard* yang telah ditetapkan seperti *B.S Standard, I.E.E Regulation* dan SIRIM bagi mengoperasikan bekalan 240 volt dan 415 volt.

Bagi pendawaian unit 1hp sehingga 3hp hendaklah menggunakan sekurang-kurangnya kabel berdiameter 4mm. Pendawaian tersebut adalah seperti *DB Incoming* ke *Starter*, *Starter* ke *Indoor*, *Indoor* ke *Outdoor* dan keseluruhan pendawaian luar unit.

Semua kabel mestilah dimasukkan ke dalam PVC kondukt atau *trunking* mengikut kesesuaian dan pengesahan Pegawai Penguasa atau wakilnya di tapak. Tiada pendawaian atau kabel yang terdedah dan terdedah tanpa *conduit* atau *trunking*.

7.0 Starter

Bagi unit alat penghawa dingin 2 hp sehingga 5 hp perlu dipasang DOL *starter*. *Starter* adalah jenis *metal clad* dan kompak

E) SPECIFICATION FOR SECURITY SYSTEM AND CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)

1. CENTRAL MONITORING SYSTEM (CMS)

- 1.0 CMS shall able to support and manage up to 1024-channel and allow to select at most 64 channels per page for monitoring.
- 2.0 CMS shall facilitate comprehensive overview of surveillance deployment with multi-layer E-Maps indicating camera physicals locations.
- 3.0 CMS shall empower the layout editor to design any pattern of display mode and freely rotate camera image to 90°, 180° or 270° degree.
- 4.0 CMS must support 360-degree Panamorph Dewarping engine.
- 5.0 CMS able to pre-configure to optimize live view stream selection to prevent possible network latency caused from bandwidth limitation.
- 6.0 Allow to add cameras in desired layouts for quick monitoring and make all layouts in same favorite group display in sequential mode and can quickly playback videos with no need to select cameras one by one from different NVR servers.
- 7.0 CMS must able to diverse the event notification instantly during live view.
- 8.0 Users can check event log on event panel. And allow quick view event video clip from NVR during the event instant playback.
- 9.0 CMS must able to receive streams from NVR relay server allowing multiple clients to keep an eye on the region for different purposes and satisfy multiple clients simultaneous monitoring needs.
- 10.0 CMS shall permit to upload diverse layers of maps in various formats such as PNG, BMP, JPEG format, and modify the icon of camera type on E-Map to easily recognize the type and direction of cameras.
- 11.0 Users can set camera motion detection, camera digital input or NVR digital input as event and live view window shall pop out when an event is triggered.
- 12.0 CMS shall allow users to search the recorded video by selecting date, time, channel number, normal record, event and recovered file. And display with more flexibility from 1/4/9/16 channel for playback. CMS also allow remotely playback up to 16-channel of recorded videos from multiple NVRs.
- 13.0 Frame by frame playback and rewind.
- 14.0 CMS allows exporting video files in AVI format by specifying start time and end time to do quick export while playing recoded videos.
- 15.0 CMS shall provide various search methods to retrieve events, but not be limited to support Object Search.
 - Users shall be able to search the videos of alarm events, Motion Detection, Missing Object and Unattended Object from several recorded files.
 - Users shall be able to count the total number of people/objects entering and/or exiting a defined area from several recorded files.
- 16.0 CMS must able to quickly find out key video at the specific moment with five detection modes, including Motion Detection, Foreign Object Detection, Camera Tampering Detection, Lose Focus and Missing Object Detection.

- 17.0 CMS shall able to divide the video into many snapshots and display the first frame of that period on each channel and save the snapshot or export a video on computer once finding the key moment.
- 18.0 Users can directly view recorded videos with no need of installation and play multi-channel videos via playlist which is exported from instant export.
- 19.0 CMS shall feature with Quick Installation Wizard to easily install the CMS on PC without encountering any troubles.
- 20.0 Auto device detection will smartly list NVR information in the same LAN to easily add the NVR into CMS.
- 21.0 Flexible of expanding the channels of CMS, supports more than 15 language versions for global usage. GPS feature in Google Maps to supervise multi-NVR at different location.
- 22.0 CMS shall able to save & load the configuration to speed up surveillance deployment.
- 23.0 CMS shall offer detail tracking record for surveillance management and not be limited to device management, user privilege management, event notice management, and user login/log out with multi-language supports.
- 24.0 CMS allow to create accounts and assign different authority in 5 levels of privilege, including admin, power user, user, operator and guest. Via multi-account management, and association between CMS and NVRs to use their own accounts to access NVR servers.
- 25.0 CMS shall feature instant event notification to monitor disconnect of cameras & NVR, camera motion detection, camera digital input, storage threshold, NVR storage device fail warning.
- 26.0 On CMS setting preview, users can remotely assign different monitoring tasks on different monitors, design monitoring layout for any unique aspect ratios and make matrix sequentially display videos in desired layouts.
- 27.0 CMS shall provide an option to save monitor/layout setting, in case monitors is accidentally unplug or setting reset, or all layouts had erased.

2. Network Video Recorder (NVR)

- 2.1 NVR shall feature remote monitoring via software application and able to support web browsers to set up its configuration.
- 2.2 Users can select desire display mode among 1/3/4/5/8/9/10/12/16/20/25/30/36/42/49/56/64 & 5+1/12+1-channel & sequential and full screen display modes. Dynamic E-Map on live view monitoring, expand multi-layer maps in different perspectives and deploy cameras on the maps.
- 2.3 NVR shall able to connect other NVR and select up to 256 channels as well as simultaneously monitor other remote NVR sites without installing any extra VMS software.
- 2.4 NVR must be able to remote monitor & control PTZ camera and view all preset positions of the IP camera.
- 2.5 PTZ shall auto cruising by define cruising sequence from preset points with customized interval and moving speed for each PTZ camera.

- 2.6 NVR must able to support smart ROI (region of interest) to focus on multiple regional images from one camera.
- 2.7 NVR shall feature a window pop out to notify user and display recording video when an event is triggered and provide event log in detailed.
- 2.8 NVR must support MJPEG, MPEG-4 and H.264 formats and allow to set different recording schedules such as continuous, schedule, event and audio recording for each camera.
- 2.9 NVR shall support multi-stream of video format, frame rate, resolution and other features in different conditions to save bandwidth for monitoring and recording.
- 2.10 NVR shall provide few recording formats for different safety concerns.
- 2.11 NVR must able to estimate storage space and percentage that each camera take in NVR, and allow users to assign NVR storage space and store all videos in desired duration.
- 2.12 NVR shall able to support optional event types and action types to notify users when event is triggered, such as motion detection or digital input.
- 2.13 NVR can offer various actions not limit to recording video in the server or email video clip instantly, buzzer as abnormal events occur.
- 2.14 NVR must able to search recording by selecting date, time, channel number, normal record, event and recovered file.
- 2.15 Frame by frame playback and rewind feature offer to locate needed video image. During playback, users can also take a snapshot and save photo in PC.
- 2.16 NVR shall support instant export up to 16-channel videos while playing recorded videos in AVI format by specifying start time and end time to do quick export able to combine all 5-minutes videos into a camera file when exporting videos.
- 2.17 Users can directly view recorded videos, play multi-channel videos via playlist from instant export, view directly dewarp 360-degree images to any viewing modes such as 180° panoramic/perimeter view and quad view without additional software installation.
- 2.18 NVR shall able to divide a video into many snapshots and display the first frame of that period on each channel and can save the snapshot or export a video on computer, once finding the key moment.
- 2.19 Endowed with H.265 technology for greater recording capacity than H.264 systems and effectively giving larger storage capacity for longer durations of high-quality video recording.
- 2.20 NVR shall feature and support 16 x 802.3at/af PoE ports with PoE management functions to easily troubleshoot problems, control power budget for better operation, and set port priority settings to ensure the most important cameras are always on. When system power is overloaded, the PoE ports will auto-reboot for power supply recovery.
- 2.21 CMS shall provide various search methods to retrieve events, but not be limited to support Object Search.
- Users shall be able to search the videos of alarm events, MotionDetection, Missing Object and Unattended Object from several recorded files.
 - Users shall be able to count the total number of people/objects entering and/or exiting a defined area from several recorded files.

- 2.22 CMS must able to quickly find out key video at the specific moment with five detection modes, including Motion Detection, Foreign Object Detection, Camera Tampering Detection, Lose Focus and Missing Object Detection.
- 2.23 NVR must be Linux-embedded operating system which is efficient to avoid virus attack and hacker intrusion.
- 2.24 Over the log systems, users can do quick trouble shooting and security control of NVR by adding multiple user groups like power user and user to configure live view and playback access.
- 2.25 NVR can specify IP address or network segment to permit or prohibit specific IP address as white or black list from live view or playback access.
- 2.26 NVR shall feature failover system o ensure the reliability of video surveillance system for long-term video recording and monitoring by checking the status of NVR recording server and HDD.
- 2.22 CMS must able to quickly find out key video at the specific moment with five detection modes, including Motion Detection, Foreign Object Detection, Camera Tampering Detection, Lose Focus and Missing Object Detection.
- 2.27 NVR should support access control device for door monitoring and card management.
- 2.28 NVR should support Modbus Analog I/O-Digital I/O up to 16 boxes to directly and instantly.
- 2.29 NVR shall allow to integrate with IP video door intercom system and record the video captured from door station.
- 2.30 NVR shall feature of checking the switch information and status to comprehensively monitor network traffic of each switch and remotely control the power of each port on NVR.
- 2.32 Allow to monitor live view through iPhone or Android phone and control PTZ camera. Users can quickly find NVR in the network and connect to web-based interface.
- 2.33 NVR must provide diverse built-in backup methods to back up vital recorded videos in different situations to ensure the security of confidential videos.
- 2.34 NVR shall allow to set a maximum of days, hours and minutes to back up the latest video files and configure the specific channels for duplication in advance.
- 2.35 NVR also can act as a backup server to preserve crucial camera videos from multiple NVR. And able to define the backup schedule of each camera on backup server.
- 2.36 NVR must able simultaneous recording to let recorded videos firmly saved in two NVRs.
- 2.37 NVR is powered by RISC CPU for excellent megapixel recording and provides network throughput up to 150Mbps.
- 2.38 NVR shall support the hard disk drive up to 3TB per drive. And permit to configure JBOD, RAID0, RAID1 and RAID5 in web-based interface; hot swap to replace failed HDD without turning off the server. Shall features S.M.A.R.T (Self-Monitoring, Analysis and Reporting Technology) to prevent video data loss from HDD issues.
- 2.39 NVR shall automatically recover when power resumes after an outage and recover missing file caused from power outage.

- 2.40 Support DHCP server to assign local IP addresses to other device in a local area network (LAN), NTP (Network Time Protocol) by selecting time zone for synchronizing the date and time. Allow to register a domain name from a dynamic DNS (DDNS) provider and enable DDNS in NVR.
- 2.41 Allow to configure static IP or DHCP on NVR and supports IPv6 (Internet Protocol version 6) to response the foreseeable lack of available IPv4 address.
- 2.42 Must support HTTPS to enhance security of network communication and quickly add IP cameras via quick UPnP search in LAN and allows users quickly to access the video files.
- 2.43 NVR must able to increases the flexibility to reduce bandwidth and save on total project costs (auto-adaptive stream), or maintain superb video quality (constant stream).

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH KUALA LUMPUR

BAHAGIAN 9. SPESIFIKASI

Untuk Kegunaan DBKL sahaja

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR

BAHAGIAN 10. DATA TEKNIKAL

Untuk Kegunaan DBKL sahaja

JADUAL DATA TEKNIKAL

Tenderer must complete the following schedule and relevant manufacturers' catalogues of the various equipment and components offered must be submitted. **TENDERS WITH INSUFFICIENT DATA AND INFORMATION MAY NOT BE CONSIDERED.** The particulars given in the schedule shall be complete and binding to the Sub-Contractor.

LIFT SYSTEM

DESCRIPTION	SPECIFIED	TENDERED
A LIFT SYSTEM		
(a) <u>General Detail</u>		
Manufacturer		.....
Country of Origin		.....
Local Supplier/Distributor		.....
Address of Supplier		..... ..... .....
(b) <u>Technical Details</u>		
Rated Capacity: All passenger Lifts	1020-1224kg 15-18 persons	..........
Rated Speed: All Passenger Lifts	1.5m/s-2.0m/s	.....
Travel:	As Per Existing	.....
Motor Control System	ACVVVF	.....
Operational Control System	Full Selective and Collective	.....
Overtravel height req'd	As Per Existing	.....
Pit depth required	As Per Existing	.....
Lift Shaft Section req'd: All Lifts	As Per Existing	.....
Landing Door Opening (width x height) required: All Lifts	As Per existing	.....

DESCRIPTION	SPECIFIED	TENDERED
Machine Room height required	As Per Existing	.....
No. of floors served	All Floor	As /Not As Specified
No. of door openings	All Floor	As /Not As Specified
No. of non-stopping floors	Non	As /Not As Specified
Type of Traction Machine	Gearless	.....
Levelling Accuracy		.....
2. TRACTION/HOISTING MOTOR		
Manufacturer		.....
Country of Origin		.....
KW/RPM		.....
Power Factor	≥ 0.85 lagging	.....
Speed Range		.....
Type of Controller	ACVVVF Controller	.....
Rated Voltage/Current	415V/60A	.....
Type of Starter		.....
Max. Starting Current		.....
Motor Starts/hr	240 starts/hr	.....
Insulation Class	F	.....
Max. Operating Temperature		.....
Running Current		.....
Hot burn out time		.....
Power Factor at Full Load	≥ 0.85 lagging	.....
Full Load Acceleration current		.....

DESCRIPTION	SPECIFIED	TENDERED
3. BRAKES		
Manufacturer		.....
Type	As Per Existing	.....
Shoe Material		.....
Operating Voltage		.....
Method of Operation	Mechanically applied Electrically released	.....
4. TRACTION SHEAVE		
Material	Cast iron/steel	.....
Diameter	>=600 mm	.....
5. DEFLECTING WHEEL		
Material	Cast iron/steel	.....
Diameter	>=600 mm	.....
6. CONTROL PANEL		
Manufacturer		.....
Country of Origin		.....
Type	ACVVVF	.....
Nature and Voltage of Control Circuit Supply		.....
Incoming Power Required	415V/3 ph/60A	.....
7. LANDING DOORS		
Manufacturer		.....
Type	As Per Existing	.....
Type of Lock (Landing Door) (Car Door)	Landing Door Lock Car Locking Device	..........
Clear Opening (W x H) All Lifts		.....

DESCRIPTION	SPECIFIED	TENDERED
Panel Material & Thickness	One-Piece Hairline Stainless Steel min 2.0mm	.....
Finish Material & Thickness	One-Piece Hairline Stainless Steel min 2.0mm	.....
Architrave Material & Thickness		.....
8. CAR DOOR CONTROLLER		
Manufacturer		.....
Type	DC Motor	.....
Rated Voltage/Current		.....
Starts/Min		.....
Type of Controller		.....
Inverter Model		.....
9. LIFT CARS		
<u>Dimensions:</u>		
Door Width x Height		
All Lifts	As Per Existing	.....
Clear Ceiling Height	Not less than 2.4 m	.....
Clear Floor Area:	As Per Existing	.....
All Lifts		.....
<u>Material & Finishes:</u>		
Door Hanger	Steel	.....
Entrance Columns		.....
Ceiling		
All passenger lifts	Not less than 3.0mm suspended stainless steel	.....

DESCRIPTION	SPECIFIED	TENDERED
Wall All passenger lifts	Not less than 1.5mm etching mirror	.....
Floor All Passenger lifts	Heavy Duty Granite with pattern	..........
Door Sill	3.0 mm stainless steel	.....
Car Position Indicator Panel	10.0 mm fibre	.....
Car Operating Panel c/w Multimedia Display	10.0 mm Fibre Plate with engrave numbering and Bracket Inside.	.....
Car Door Panel	One-Piece Hairline Stainless Steel min 2.0mm	.....
Transom/Front Return	One-Piece Hairline Stainless Steel min 1.5mm	.....
<u>Lift Car Fittings:</u>		
<u>Lighting:</u>		
Nos. and Type	4 nos LED Tube (T8) / down light not less than 350 lux	.....
Make and Model		.....
<u>Ventilation Fan:</u>		
Type and Size	Crossflow Fan 460 cfm	.....
Make and Model		.....
<u>HANDRAIL</u>	Stainless Steel	.....
<u>Load Sensing Device:</u>		
Type		.....
Make and Model		.....

DESCRIPTION	SPECIFIED	TENDERED
Sensitivity Range		.....
<u>Car Position Indicator</u>		.....
Type	Electronic Digital / Dot Matrix	.....
Height of Display	>1600mm	.....
10. HOISTING ROPES		
Number of Ropes	>=5	.....
Diameter of Ropes	>=8.5 mm	.....
No. of core & strand		.....
Min. breaking strength		.....
Actual breaking strength		.....
Factor of Safety	>=10	.....
11. SAFETY GEAR		
Type	Flexible guide clamp	.....
Actuating Mechanism		.....
12. SPEED GOVERNOR		
Type	Centrifugal	.....
Tripping Speed	BS 2655 Part I	.....
Diameter of Governor Ropes		.....
13. BUFFERS		
<u>Lift Cars:</u>		
Type and number	Oil	.....
Stroke and diameter		.....
Max. Retardation		.....
<u>Counterweight</u>		
Type	Oil (hydraulic)	.....

DESCRIPTION	SPECIFIED	TENDERED
Stroke and diameter		.....
Max. Retardation		.....
14. HALLWAY EQUIPMENT		
<u>Hallway position indicators:</u>		
Type	Electronic Digital/ Dot Matrix	.....
Height of Display	>1050 mm	.....
Finish	10.0 mm fibre	.....
<u>Hall Call Buttons</u>		
Type	Push button with braille	.....
Finish	10.0 mm fibre with engrave numbering.	.....
15. TRAVELLING CABLE		
Manufacturer		.....
Type		.....
No. core/strand		.....
Type of Insulation		.....
Material & size		.....
16. GUIDE RAILS		
Manufacturer		.....
Material		.....
X-Section Type & Area		.....
Length of one full length		.....
Unit weight		.....
Type of joint between lengths		.....
Type of anchor to shaft		.....
17. INTERCOM UNIT		

DESCRIPTION	SPECIFIED	TENDERED
Manufacturer		.....
Type	Slave Unit	.....
Make and Model		.....
18. EMERGENCY OPERATION SYSTEM		
Type	Automatic constant potential battery changeover system	.....
Manufacturer		.....
Make and Model		.....
Integrated or Independent Unit?		.....
Ammeter included?		.....
Voltmeter included?		.....
Battery type and voltage		.....
Battery Amp-hr Rating		.....
Battery Charger Make & Model		.....
19. VOICE SYNTHESIZER	Required	.....
Manufacturer		.....
Country of origin		.....
Type & Model No.		.....
Type of Language	Bahasa Malaysia	.....
Announcing:-		
i) Direction of car travel		YES/NO
ii) Landing floor		YES/NO
iii) Emergency Instruction		YES/NO
20. MONITORING & COMMAND SYSTEM		

DESCRIPTION	SPECIFIED	TENDERED
Manufacturer	
Country of origin	
Type & Model No.	
Screen size of monitoring Monitor (in)	
Command function		
i) Floor lockup		YES/NO
ii) Isolation from group		YES/NO
iii) Parking control		YES/NO
iv) Express service		YES/NO
v) Password Access		YES/NO
Monitoring keyboard	
Make & Model No.	
Monitoring monitor	
Make & Model No.	
Command keyboard	
Make & Model No.	
Printer	
Make & Model No.	
21. TRAFFIC ANALYSER		
Manufacturer	
Country of origin	
Make & Model No.	
Printer/Plotter	
B. Specifications For CCTV		
1.System Information		

DESCRIPTION	SPECIFIED	TENDERED
CPU	Multimedia SOC (System-On-Chip)	.....
Flash	Minimum 128MB	.....
RAM	Minimum 512MB	.....
2. Camera Features		
Image Sensor		.....
Maximum Resolution	Minimum 2048x1536 [4MP with Artificial Intelligence (AI)]	.....
Lens Type	Vari-Focal or equivalent	.....
Focal Length	Range : 3~9 mm	.....
Aperture		.....
Auto-iris		.....
Field of view		.....
Shutter time	Range : 1/5 sec. to 1/16000 sec.	.....
WDR Technology		.....
Day/Night	Removable IR-cut filter for day & night function	.....
Minimum Illumination		.....
Pan/Tilt/Zoom Functionalities		.....
IR Illuminators	Minimum 30 meters	.....
On-Board Storage		.....
3. Video		
Compression		.....

DESCRIPTION	SPECIFIED	TENDERED
Maximum Frame Rate		.....
S/N Ratio	Minimum 43 dB	.....
Dynamic Range	Minimum 100 dB	.....
Video Streaming		.....
Image Settings		.....
4. Audio		
Audio Capability	Two-way Audio (full duplex) or equivalent	.....
Compression		.....
Interface	Internal microphone input Audio output	.....
Effective Range	Minimum 5 meter	.....
5. Network		
Users		.....
Protocols		.....

DESCRIPTION	SPECIFIED	TENDERED
Interface		.....
ONVIF		.....
6. Intelligent Video		
Video Motion Detection	Five-window video motion detection or equivalent	.....
VCA*		.....
7. Alarm and Event		
Alarm Triggers		.....
Alarm Events		.....
8. General		
Smart Focus System	Remote focus or equivalent	.....
Connectors		.....
LED Indicator		.....
Power Input		.....

DESCRIPTION	SPECIFIED	TENDERED
Power Consumption		.....
Dimensions	Minimum Ø 138 x 103 mm	.....
Weight	Minimum 530 g	.....
Casing	IP66, IK10, NEMA 4X	.....
Safety Certifications		.....
9. System Requirements		
Operating System	Microsoft Windows 8/7/ Vista/XP/2000 or equivalent	.....
Web Browser		.....
Other Players		.....
10. Included Accessories		
CD		.....
Others		.....
11. Lift Competent Person (CP1)		
Name of Person		.....
JKKP Reg. No.		.....
Certificate Validity		.....
12. Laptop Computer		
Laptop	Macbook Pro	.....
Processor / Chip	M 5	.....
Display	Liquid Retina XDR	.....
Display Size	14 inch	.....
CPU	15 Core	.....
13. Printer		
Print Speed	25 ppm (Black) and 20 ppm (Color)	

DESCRIPTION	SPECIFIED	TENDERED
Media	Size A4 and 2-sided printing	
Connectivity	USB	
Duty Cycle	10,000 pages/month	
14. LCD Projector		
Lumens	Up to 3200 lumens	
Pixels	WXGA Resolution	
	Real time Auto Keystone Correction	

Nota:

Saya yang bertandatangan di bawah memperakui cadangan yang ditawarkan di atas dan telah diberikuasa dengan sepenuhnya untuk menandatangani Tawaran ini bagi pihak petender.

.....
Tandatangan Petender

Nama :

Jawatan :

No. K/P :

Tarikh :

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR

BAHAGIAN 11. LAMPIRAN

- Lampiran A - Borang Jaminan Bank/Insurans Untuk Bon Pelaksanaan (Kerja)*
- Lampiran B. - Borang Jaminan Bank/ Jaminan Syarikat Kewangan/ Jaminan Insurans Untuk Bayaran Pendahuluan (Kerja)*
- Lampiran C. - Borang Maklumat Petender (BRG/JP/BPP(Pind.1/2022)-001)*
- Lampiran D - Senarai dan Tugas Panel Syarikat Insurans/Broker Insurans/Broker Takaful DBKL*

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF
PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR**

BAHAGIAN 10. LAMPIRAN A

**BORANG JAMINAN BANK/INSURANS UNTUK BON
PELAKSANAAN (KERJA)**

LAMPIRAN A1

DEWAN BANDARAYA KUALA LUMPUR

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

Perjanjian ini dibuat pada _____ haribulan _____ 20_____

Di antara _____ yang beralamat
(tuliskan nama Bank/Syarikat Insurans) _____

(tuliskan alamat urusan perniagaan utama Bank/Syarikat Insurans tertentu kemudian daripada ini disebut sebagai "Penjamin") sebagai satu pihak dengan **DATUK BANDAR KUALA LUMPUR** (Kemudian daripada ini disebut sebagai DATUK BANDAR) sebagai satu pihak yang satu lagi.

BAHAWASANYA

1. Sebagai balasan **DATUK BANDAR** membenarkan _____
(kemudian daripada ini disebutkan sebagai "Kontraktor") untuk _____

_____ (namakan projek) untuk harga kontrak sejumlah Ringgit Malaysia : _____

_____ (RM _____), KAMI yang bertandatangan di bawah ini atas permintaan Kontraktor mengakujaji (iaitu yang tidak boleh dibatalkan) satu jaminan kepada Datuk Bandar Bahawa;

Penjamin telah bersetuju untuk menjamin pelaksanaan yang sepatutnya ke atas kontrak tersebut mengikut cara sepertimana yang terdapat kemudian daripada ini.

LAMPIRAN A1

MAKA Penjamin dengan ini bersetuju dengan **DATUK BANDAR** seperti berikut:

1. Apabila sahaja **DATUK BANDAR** membuat tuntutan bertulis, maka Penjamin hendaklah dengan serta merta membayar kepada **DATUK BANDAR** nilai yang ditentukan di dalam tuntutan tersebut tanpa mengira samada terdapat apa-apa bantahan atau tentangan daripada Kontraktor atau Penjamin atau mana-mana pihak ketiga yang lain dan tanpa bukti atau bersyarat. Dengan syarat sentiasa bahawa jumlah tuntutan yang dibuat tidak melebihi sebanyak Ringgit Malaysia: _____

(nyatakan nilai jaminan dalam perkataan) (RM _____) dan bahawa tanggungan Penjamin untuk membayar kepada **DATUK BANDAR** di bawah Perjanjian ini tidak melebihi nilai tersebut di atas.

2. **DATUK BANDAR** berhak untuk membuat ap-apa tuntutan separa jika dikehendakinya dan jumlah kesemua tuntutan separa itu hendaklah tidak melebihi nilai Ringgit Malaysia: _____ (nyatakan nilai jaminan dalam perkataan) (RM _____) dan liability Penjamin untuk membayar kepada **DATUK BANDAR** jumlah yang disebutkan terdahulu hendaklah dikurangkan dengan perkadaran yang bersamaan dengan apa-apa bayaran separa yang telah dibuat oleh Penjamin.

3. Penjamin tidak boleh dilepaskan dari Jaminan ini oleh sebarang perkiraan di antara Kontraktor dan **DATUK BANDAR** samada dengan atau tanpa kebenaran Penjamin atau oleh sebarang perubahan tentang kewajipan yang diaku janji oleh Kontraktor atau oleh sebarang penanggungan samada dari segi pelaksanaan, masa, pembayaran atau sebaliknya.

LAMPIRAN A1

4. Jaminan ini adalah jaminan yang berterusan dan tidak boleh dibatalkan dan berkuatkuasa sehingga _____ (Kemudian daripada ini disebut sebagai "Initial Expiry Date" iaitu dua belas (12) bulan samada selepas tarikh tamat tempoh kecacatan **ATAU** dalam keadaan dimana 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 (kemudian daripada ini disebut Tarikh Mati Lanjutan ("Extended Expiry Date") apabila diminta oleh **DATUK BANDAR** dan jaminan ini adalah dengan ini dilanjutkan. Jumlah agregat maksimum yang **DATUK BANDAR** berhak dibawah Perjanjian ini mestilah sentiasa dipastikan tidak melebihi jumlah Ringgit Malaysia:

_____ (nyatakan nilai jaminan dalam perkataan)(RM_____)

5. Apa-apa tanggungjawab dan tanggungan Penjamin dibawah Perjanjian ini hendaklah luput apabila Perjanjian ini tamat pada "Initial Expiry Date" atau "Extended Expiry Date" melainkan jika sebelumnya **DATUK BANDAR** 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 INSURANS DALAM TEMPOH SAH LAKU JAMINAN INI ATAUPUN DALAM MASA EMPAT MINGGU DARIPADA TAMATNYA TARIKH JAMINAN INI, MENGIKUT MANA YANG LEBIH KEMUDIAN.**

LAMPIRAN A1

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
Perjanjian di hadapan



.....
Nama:.....
Jawatan:.....
Cop Bank / Syarikat Insurans:

.....
(Saksi)

Nama:.....
Jawatan:.....
Cop Bank/Syarikat:

Ditandatangani untuk dan bagi pihak
Penjamin di hadapan



.....
Nama:.....
Jawatan:.....

.....
(saksi)

Nama :
Jawatan :.....
Cop Jabatan



DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR

BAHAGIAN 10. LAMPIRAN B

BORANG JAMINAN BANK/INSURANS UNTUK BAYARAN PENDAHULUAN (KERJA)

**BORANG JAMINAN BANK/JAMINAN SYARIKAT KEWANGAN/
JAMINAN INSURANS UNTUK BAYARAN PENDAHULUAN
(KONTRAKTOR BEKALAN/PERKHIDMATAN/KERJA)**

Sebagai balasan Datuk Bandar Kuala Lumpur (kemudian daripada ini disebut sebagai "Datuk Bandar") bersetuju membuat bayaran pendahuluan selaras dengan terma dan syarat-syarat Kontrak yang dibuat selaras dengan iklan tender/pelawaan oleh Datuk Bandar bertarikh dan tawaran oleh (kemudian daripada ini disebut sebagai "Kontraktor") bertarikh dan persetujuan daripada itu melalui Surat Setuju Terima oleh Datuk Bandar bil. bertarikh dan tertakluk kepada apa-apa terma dan syarat baru (jika ada), dibuat oleh Datuk Bandar dan diterima oleh Kontraktor pada dengan syarat jika kontrak rasmi disediakan berikutnya, selaras dengan terma-terma dan syarat kontrak rasmi tersebut, untuk (sebutkan nama perolehan) (kemudian daripada ini disebut "Bekalan"/"Perkhidmatan"/"Kerja") kami, yang bertandatangan di bawah ini, atas permintaan Kontraktor, mengaku janji (iaitu aku janji yang tak boleh batal) satu Jaminan kepada Datuk Bandar bahawa:

1. Kami hendaklah membayar kepada Datuk Bandar tanpa faedah, jumlah wang sebanyak Ringgit (RM) sebagai wang pendahuluan seperti yang tersebut di atas atau sebahagian daripada itu yang belum lagi didapatkan kembali oleh Datuk Bandar selaras dengan perenggan 3 atau 4 yang berkenaan dan jumlah harga itu hendaklah dibayar apabila sahaja Datuk Bandar membuat tuntutan tanpa mengira apa-apa tentangan atau bantahan daripada Kontraktor atau daripada kami atau daripada mana-mana pihak ketiga yang lain. Sekiranya dalam apa-apa keadaan kami melengah-lengahkan membuat pembayaran dan seumpamanya setelah menerima tuntutan daripada Datuk Bandar, maka pihak Datuk Bandar berhak menuntut dan berhak dibayar apa-apa kos tambahan sebagai ganti rugi akibat keengganan kami mematuhi syarat-syarat Jaminan ini.
2. Apa-apa konsesi atau tolak ansur yang diberi oleh Datuk Bandar kepada Kontraktor atau apa-apa persetujuan antara Datuk Bandar dan Kontraktor atau apa-apa pengekangan/penahanan yang dibuat oleh Datuk Bandar kepada Kontraktor sama ada berkenaan dengan bayaran, tempoh, prestasi atau selainnya tidak akan melepaskan kami daripada jaminan ini tetapi kami adalah berhak untuk diberitahu akan persetujuan atau perubahan tersebut.
3. Tertakluk kepada perenggan 4, tanggungjawab kami untuk membayar jumlah yang tersebut sebanyak RM hendaklah secara automatik dikurangkan daripada amaun atau amaun-amaun pembayaran yang dibuat oleh kami kepada Datuk Bandar berhubung dengan Jaminan ini.

BORANG JAMINAN BANK/JAMINAN SYARIKAT KEWANGAN/JAMINAN INSURANS UNTUK BAYARAN PENDAHULUAN (KONTRAKTOR BEKALAN/PERKHIDMATAN/KERJA)

4. Jumlah wang tersebut yang dijamin oleh kami untuk dibayar kepada Datuk Bandar hendaklah dikurangkan secara automatik mengikut kadar potongan yang dibuat oleh Datuk Bandar daripada bayaran kemajuan yang layak dibayar kepada Kontraktor sebagai pembayaran balik wang pendahuluan yang telah dibuat. Jaminan ini terbatal dan hendaklah dikembalikan dengan serta-merta setelah kesemua wang pendahuluan dijelaskan melalui potongan daripada bayaran kemajuan yang layak dibayar kepada Kontraktor, atau selepas semua bekalan telah dihantar/perkhidmatan telah disiapkan/kerja telah dilaksanakan dengan memuaskan oleh Kontraktor kepada Datuk Bandar selaras dengan terma dan syarat-syarat kontrak mengikut mana yang terdahulu.

5. Jaminan ini adalah Jaminan yang berterusan dan tak boleh batal dan hendaklah berkuat kuasa sehingga (kemudian daripada ini disebut sebagai "Tarikh Mati Asal") iaitu meliputi tempoh kontrak. Penjamin hendaklah melanjutkan Tarikh Luput Asal Jaminan ini untuk tempoh tambahan selama tiga (3) bulan daripada Tarikh Mati Asal (kemudian daripada ini disebut sebagai "Tarikh Mati Lanjutan") apabila diminta oleh Datuk Bandar dan Jaminan ini adalah dengan ini dilanjutkan.

Diturunkan tandatangan kami pada hari ini untuk dan bagi pihak Penjamin di atas.

.....
Nama:
Jawatan:

Cop Bank/Syarikat Kewangan/Syarikat Insurans

Dihadapan:
Nama:
Jawatan:

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF
PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR**

BAHAGIAN 10. LAMPIRAN C

**BORANG MAKLUMAT PETENDER
BRG/JP/BPP(Pind.1/2022)-001**



**DEWAN BANDARAYA KUALA LUMPUR
JABATAN PENTADBIRAN
BAHAGIAN PENGURUSAN PEROLEHAN**

BORANG MAKLUMAT PETENDER

PERINGATAN PENTING KEPADA PETENDER:

- ✓ **Borang Maklumat Petender** ini yang lengkap dipenuhi mestilah dikembalikan bersekali dengan tawaran tuan. Maklumat ini penting bagi menyokong pertimbangan tawaran tuan. Kegagalan mengembalikannya boleh mengakibatkan tawaran tuan **DITOLAK**.
- ✓ Penender **DIWAJIBKAN** mengisi **Semua maklumat di Borang-Borang** dan dikembalikan bersama dokumen Tender/Sebutharga.
- ✓ Sila sertakan Laporan Kewangan Beraudit Syarikat bagi tiga (3) tahun kewangan terakhir secara berturut-turut sebelum tahun tutup tender yang telah diaudit dan disahkan dengan salinan diakui sah (certified true copy) oleh Juruaudit Bertauliah. **(Petender Gred G7 adalah DIWAJIBKAN mengemuka Laporan Kewangan Syarikat/Salinan Akaun Akhir bagi Tiga (3) tahun berturut-turut) DAN/ATAU**
- ✓ Sila sertakan Salinan Penyata Bulanan Bank bagi tiga (3) bulan terakhir sebelum tarikh tutup Tender yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan.
- ✓ Sila dapatkan dan sertakan **Laporan sulit daripada pihak Bank/Institusi Kewangan** atas format seperti **Borang CA**, dalam satu sampul berlakri.

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

Nama Petender :

Alamat Petender :
.....
.....

Kepada,

Pengarah
Jabatan Pentadbiran,
Bahagian Pengurusan Perolehan
Tingkat 32, Menara DBKL 3,
Bandar Wawasan, Jalan Raja Abdullah,
50300 Kuala Lumpur

Tuan,

Maklumat Latar Belakang, Kewangan Dan Teknikal Petender

1. Kami telah membaca dengan teliti semua arahan-arahan yang terkandung dalam Arahan dan Syarat-syarat Am 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 Datuk Bandar Kuala Lumpur menilai keupayaan kami untuk melaksanakan kerja yang ditender semasa Penilaian Tender.
2. Kami faham dan mengambil maklum bahawa Penilaian Tender ini akan mengambil kira dan mementingkan keupayaan kami melaksanakan kerja yang ditender. Justeru itu Tender kami akan hanya dipertimbang untuk diperakukan oleh Datuk Bandar Kuala Lumpur untuk disetujui terima sekiranya kami didapati berkeupayaan untuk melaksanakan projek yang ditender mengikut kaedah penilaian yang ditetapkan berdasarkan maklumat-maklumat dan dokumen-dokumen yang kami kemukakan.
3. Kami juga mengambil maklum bahawa kami dikehendaki mengemukakan semua maklumat dan dokumen-dokumen yang diminta bersama-sama Tender kami sebelum tender ditutup dan maklumat-maklumat atau dokumen-dokumen yang dikemukakan kemudian daripada itu tidak akan diterima untuk diambil kira dalam penilaian keupayaan kami.
4. Kami mengaku bahawa maklumat-maklumat dan data-data yang kami berikan bersama-sama ini di Borang 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 Datuk Bandar Kuala Lumpur terhadap kami dan/atau Tender kami, sekiranya mana-mana maklumat, data-data dan dokumen yang kami berikan itu didapati tidak benar atau palsu.

5. Kami juga mengambil maklum dan sedar bahawa Tender kami akan ditolak (disqualified) dan tidak akan dipertimbangkan sekiranya maklumat-maklumat yang kami berikan tidak mencukupi atau sekiranya kami gagal untuk memberikan bersama-sama ini mana-mana maklumat dan/atau menyertakan mana-mana dokumen penting yang sangat diperlukan untuk membolehkan Datuk Bandar Kuala Lumpur menilai keupayaan kami terutamanya dokumen-dokumen berhubung dengan kedudukan kewangan dan prestasi kerja semasa kami sebagaimana yang dinyatakan dalam Arahan dan Syarat-Syarat Am Kepada Petender seperti berikut:-
 - (i) Salinan Penyata Bulanan Bank bagi tiga (3) bulan terakhir sebelum tarikh tutup Tender yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan.
 - (ii) Laporan Kewangan Beraudit Syarikat bagi tiga (3) tahun kewangan terakhir secara berturut-turut sebelum tahun tutup tender yang telah diaudit dan disahkan dengan salinan diakui sah (certified true copy) oleh Juruaudit Bertauliah.
 - (iii) Kemudahan Kredit oleh Institusi Kewangan yang ditandatangani oleh pegawai yang diberi kuasa oleh bank/institusi kewangan berkenaan dalam satu sampul atau Deposit tetap (sekiranya ada) yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan.
 - (iv) Senarai Kerja Semasa dan Laporan Pegawai Penguasa atau Jurutera Projek Mengenai Prestasi Kerja Semasa Petender, bagi setiap kerja, bekalan dan perkhidmatan.
6. Kami dengan ini memberi kuasa kepada mana-mana Pegawai Dewan Bandaraya Kuala Lumpur, Pegawai Penguasa atau Jurutera Projek, Juruaudit, Pegawai Bank/Institusi Kewangan dan mana-mana pihak yang berkenaan untuk memberikan maklumat-maklumat yang dianggap perlu dan diminta oleh Datuk Bandar Kuala Lumpur untuk menyemak dan mengesahkan maklumat-maklumat yang kami berikan atau untuk mendapatkan maklumat tambahan. Walau bagaimanapun kami tetap bertanggungjawab di atas maklumat-maklumat dan dokumen-dokumen yang kami berikan bersama-sama ini.
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 Datuk Bandar Kuala Lumpur boleh menolak tawaran kami sekiranya pihak Datuk Bandar Kuala Lumpur mengesyaki sebarang pakatan harga dan pihak kami juga boleh diambil 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.

9. Kami sedar dan akur bahawa jika melalui pengesahan dengan Juruaudit Bertauliah / Bank didapati terdapat unsur pemalsuan dokumen atau salah nyataan maklumat, Datuk Bandar Kuala Lumpur boleh mengambil tindakan seperti berikut:
- (a) Tidak akan mempertimbangkan tawaran kami (jika di peringkat pra-kontrak) atau menamatkan kontrak (jika di peringkat pasca-kontrak);
 - (b) Melapor kepada polis untuk diambil tindakan sekiranya didapati berlaku pemalsuan / salah nyataan dengan niat mempengaruhi keputusan Datuk Bandar Kuala Lumpur untuk mempertimbangkan tawaran Petender;
 - (c) Melapor kepada Pihak Berkuasa (MOF / CIDB / Lembaga Profesional) untuk diambil tindakan tatatertib; dan
 - (d) Datuk Bandar Kuala Lumpur/MOF menyenarai hitamkan syarikat kami daripada menyertai mana-mana tender Datuk Bandar Kuala Lumpur di masa akan datang.

Yang benar,

.....
(Tandatangan Petender)

Tarikh:

Nama Penuh:

No. Kad Pengenalan:

Jawatan :

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

.....
Meteri atau Cop Petender

Tarikh:

.....
(Tandatangan Saksi)

Nama Penuh :

No. Kad Pengenalan :

Jawatan :

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

Untuk Kegunaan BPP Sahaja

BORANG C – DATA KEWANGAN PETENDER (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 & E-mail
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 diakui sah (*certified true copy*) 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 & E-mail
Bank 1				
Bank 2				
Bank 3				

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

BORANG C – DATA KEWANGAN PETENDER (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 & E- mel
Bank 1				
Bank 2				
Bank 3				

Sertakan salinan Penyata Deposit Tetap yang diakui sah (*certified true copy*) oleh pegawai yang diberi kuasa oleh bank berkenaan. **Salinan Penyata Deposit Tetap yang tidak diakui sah (*certified true copy*) oleh pegawai yang diberi kuasa oleh bank berkenaan tidak akan diambilkira.**

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 KEDUDUKAN KREDIT PETENDER**

(Borang ini hendaklah dilengkapkan oleh pihak Bank atau 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 :

()

Nama Petender :

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 :

Jawatan :

No. Tel Pejabat :

Alamat Emel :

Tarikh :

Cap Bank /

Institusi Kewangan :

BORANG D - SENARAI KERJA/KONTRAK SEMASA PETENDER

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

Bil	Nama Kontrak/Projek+	Nilai Kontrak (RM)	Nilai Petender* Bertanggung jawab	Tempoh Kontrak **	Tarikh Milik Tapak	Tarikh Siap Kontrak	Kemajuan Kerja+		Nama dan No. Telefon Pegawai Penguasa/ 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.

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
 Jabatan Pentadbiran,
 Bahagian Pengurusan Perolehan
 Tingkat 32, Menara DBKL 3,
 Bandar Wawasan, Jalan Raja Abdullah,
 50300 Kuala Lumpur

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 : Tempohminggu

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 nilai kerja yang telah dilaksanakan)

Pencapaian sebenar..... %	Mengikut Jadual.....%
Jumlah kelewatan (jika berkenaan) Tarikh Kerja dijangka akan dapat disiapkan	: hari :
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 No. Telefon Pegawai Penguasa/ Jurutera Projek	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.

BORANG F – KAKITANGAN TEKNIKAL

(Butir-butir Kakitangan Teknikal yang ada dalam penggajian Petender masa kini)

Bil.	* Nama dan No. K/P	Umur	Kelulusan Professional / Pendidikan **	Tahun Kelulusan	Tarikh Diambil Bekerja	Jawatan yang Disandang / tugas-tugas Semasa	Pengalaman Lepas (Jawatan Disandang, Nama Projek dan Majikan dan Tempoh Bekerja dan Sebagainya)

* Salinan Penyata Caruman KWSP bagi bulan caruman terkini yang mengandungi nama setiap kakitangan teknikal atau salinan perjanjian perkhidmatan professional yang diambil berkhidmat secara Kontrak.

** Sila sertakan salinan sijil kelulusan atau sijil keahlian Badan-badan Professional.

16. PERAKUAN:

- i) Saya/Kami yang bertandatangan mengisytiharkan segala maklumat yang diberikan dalam borang ini adalah benar.
- ii) Saya/Kami bersetuju tawaran yang kami/saya kemukakan akan ditolak jika maklumat tersebut didapati tidak benar.

PETENDER
(Pegawai yang diberikuasa)

SAKSI

Tandatangan:.....

Nama:

Atas sifat:

Nama, Alamat, Telefon dan Cop

Syarikat:

.....

.....

.....

Tarikh:

Tandatangan:

Nama:

Pekerjaan:

Tarikh:



DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN ENAM (6) UNIT LIF PENUMPANG DI KAWASAN PA HANG TUAH, KUALA LUMPUR

BAHAGIAN 11. LAMPIRAN D

SENARAI DAN TUGAS PANEL SYARIKAT INSURANS/BROKER INSURANS/BROKER TAKAFUL DBKL

**SENARAI PANEL SYARIKAT INSURANS / BROKER INSURANS/ BROKER TAKAFUL
DEWAN BANDARAYA KUALA LUMPUR BAGI URUSAN KONTRAK
UNTUK TEMPOH 3 TAHUN
01 JANUARI 2024 SEHINGGA 31 DISEMBER 2026**

BI L	NAMA PANEL SYARIKAT / BROKER	ALAMAT, NO. TELEFON & FAKS	PEGAWAI YANG BOLEH DIHUBUNGI
1	SP&G Gallagher Insurance Brokers Sdn. Bhd.	4th Floor, Menara Yayasan Tun Razak, No.200, Jln Bukit Bintang, 55100 Kuala Lumpur Tel : 03-2708 2200	1. Zamree bin Mohammad 012-295 5583 zamree@spggib.com.my 2. Saidu Mohamed bin Haniffa 016-285 5755 saidu@spggib.com.my 3. Noor Suraya binti Razali 012-586 4839 suraya@spggib.com.my
2	Tune Protect Malaysia (Tune Insurance Malaysia Berhad)	Level 9, Wisma Tune, No.19, Lorong Dungun, Damansara Heights, 50490, Kuala Lumpur Tel: 03-2087 9005/ 1800 885 753 Faks: 03-2094 1366	1. Hisham Bin Mohd Yunus 012-672814 hisham.mohdyunus@tuneprotect.com 2. Mohd Ridzuan Bin Zainun 013-3330227 mohdridzuan.zainun@tuneprotect.com 3. Amirah Binti Hamian 013-2826858 amirah.hamian@tuneprotect.com
3	Protac Insurance Brokers Sdn. Bhd.	Wisma Protac, Np.35, Jalan Mamanda 7, Ampang Point, 68000 Ampang, Selangor Tel: 03-4251 1635	1. Rizuan bin Othman 012-3388171 wan@protac.com.my 2. Amnah binti Daud 016-6560864 Amnah@protac.com.my
4	Tradewinds International Insurance Brokers Sdn. Bhd.	37th Floor, Menara AIA Cap Square No.10, Jalan Munshi Abdullah 50100 Kuala Lumpur Tel: 03-2380 4800 Faks: 03-2697 9961	1. Aznan bin Peryatin 012-6199479 aznan@tradewindscorp-insbrok.com 2. Nabilah binti Baharuddin 017-2818770 nabilah@tradewindscorp-insbrok.com 3. Muhd Faiz bin Muhd Dali 0137281218 muhamadfaiz@tradewindscorp-insbrok.com

**SYARAT-SYARAT ATAU TUGAS-TUGAS DAN TANGGUNGJAWAB PANEL SYARIKAT
INSURANS/ BROKER INSURANS / BROKER TAKAFUL
DEWAN BANDARAYA KUALA LUMPUR BAGI URUSAN KONTRAK**

1. Memberi khidmat nasihat secara professional serta maklumat terkini kepada Datuk Bandar Kuala Lumpur terhadap polisi insuran serta perlindungan yang telah atau akan dan perlu diambil oleh Datuk Bandar Kuala Lumpur.
2. Menguruskan segala Insurans yang patut diambil oleh kontraktor-kontraktor yang dilantik oleh Datuk Bandar Kuala Lumpur bagi melindungi risiko-risiko 'Contractor's All Risk', risiko Tanggungan Awam 'Public Liability' dan Insurans Pampasan Pekerja bagi Perolehan Kerja, Perkhidmatan dan Bekalan.
3. Mengurus tuntutan yang diterima daripada pihak ketiga (awam) yang ada hubungkait dengan polisi yang diambil oleh kontraktor.
4. Mengkaji, menentu, mengesahkan dan bertanggungjawab bahawa setiap polisi yang diambil itu menjaga sepenuhnya kepentingan dan memberi perlindungan secukupnya kepada Datuk Bandar Kuala Lumpur. Syarikat Insurans / Broker Insurans / Broker Takaful yang dilantik hendaklah bertanggungjawab sepenuhnya terhadap kerja-kerja yang dibuat dan syor-syor yang dikemukakan oleh mereka. Datuk Bandar Kuala Lumpur adalah sentiasa berhak untuk membatalkan perlantikan/ kontrak Panel Syarikat Insurans / Broker Insurans / Broker Takaful sekiranya prestasi syarikat tidak memuaskan.
5. Semua polisi Insuran termasuk 'Cover Notes' yang diambil bagi maksud sesuatu kontrak hendaklah dilampirkan dengan 'Surat Akuan' oleh Syarikat Insurans / Broker Insurans / Broker Takaful berkenaan yang mengesahkan bahawa semua polisi yang diambil telah disemak, teratur dan memberikan perlindungan secukupnya. Pihak Syarikat Insurans / Broker Insurans / Broker Takaful berkenaan juga hendaklah bertanggungjawab mengemukakan semua dokumen berhubung dengan Polisi Insurans tersebut secara terus kepada Datuk Bandar dan tidak melalui kontraktor yang menguruskan kontrak tersebut.
6. Polisi Insurans hendaklah diambil dan dikeluarkan oleh Panel Syarikat Insurans yang dilantik oleh pihak Datuk Bandar Kuala Lumpur untuk menguruskan polisi perlindungan.
7. Syarikat Insurans / Broker Insurans / Broker Takaful tidak berhak menuntut sebarang kerugian daripada Datuk Bandar Kuala Lumpur sekiranya kontraktor yang dilantik tidak membeli polisi melaluinya.
8. Datuk Bandar Kuala Lumpur akan memastikan bahawa kesemua polisi perlindungan yang diperlukan akan diuruskan melalui panel Syarikat Insurans / Broker Insurans / Broker Takaful yang dilantik, walaupun bagaimanapun pemohon dengan ini bersetuju bahawa tiada gantirugi akan dituntut atau apa-apa tindakan yang akan memudharatkan Datuk bandar Kuala Lumpur diambil jika Datuk Bandar Kuala Lumpur memungkiri peruntukan ini.