



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

DOKUMEN TENDER

**CADANGAN KERJA-KERJA MENGECAT,
MENYELENGGARA DAN LAIN-LAIN KERJA
BERKAITAN DI PPR KG MUHI BBAH
(BLOK C DAN BLOK D),
KUALA LUMPUR**

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

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA
BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), KUALA LUMPUR**

ISI KANDUNGAN

| BIL | PERKARA | MUKA SURAT |
|--------------|---|-------------------|
| BAHAGIAN 1 | 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 (PROTÉGE-RTW)</i> | SAP/3 |
| | KOD ETIKA KONTRAKTOR / PERUNDING DATUK BANDAR KUALA LUMPUR | KE/1-8 |
| | BORANG PEMBERITAHUAN PEMUNYA BENEFISIAL | BO/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 – SSD/2 |
| BAHAGIAN 2 | SENARAI SEMAKAN MENGISI DOKUMEN TENDER | SS/1 – SS/5 |
| BAHAGIAN 3 | ARAHAN DAN SYARAT-SYARAT AM KEPADA PETENDER | AKP/1 – AKP/17 |
| BAHAGIAN 4 | HARGA INDIKATIF JABATAN DAN TEMPOH SIAP KERJA MAKSIMUM | HIJ/1 |
| BAHAGIAN 5 | BORANG TENDER | FT/1 - FT/5 |
| BAHAGIAN 6 | SYARAT-SYARAT AM KONTRAK – Borang DBKL 203@203A (Rev. 1/2010) (yang mana berkaitan) | 1-50 |
| BAHAGIAN 7 | ADDENDUM NO.1 - 8 TO THE CONDITIONS OF CONTRACT | |
| BAHAGIAN 8 | SKOP KERJA | SK/1 – SK/5 |
| BAHAGIAN 9 | RINGKASAN TENDER | RT/1 – RT/2 |
| BAHAGIAN 10 | PREAMBLES TO BILL OF QUANTITIES | PBQ/1 – PBQ/4 |
| BAHAGIAN 11 | SENARAI KUANTITI | BQ/1 – BQ/9 |
| | JADUAL KADAR HARGA | JKH/1 – JKH/9 |
| | SPESIFIKASI AM | SA/1 – SA/7 |
| BAHAGIAN 12 | SPESIFIKASI TEKNIKAL | ST/1 – ST/4 |
| | JADUAL DATA TEKNIKAL / BORANG CADANGAN PETENDER (jika berkaitan) | DT/1 |
| 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> | |
| BAHAGIAN 12 | LUKISAN/GAMBARAJAH (Jika Perlu) | - |

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), KUALA LUMPUR

BAHAGIAN 1.

- SENARAI SEMAKAN PENYEDIAAN DOKUMEN e-PEROLEHAN KERJA
- SURAT AKUAN PEMBIDA
- SURAT AKUAN PEMBIDA UNTUK MELAKSANAKAN PROGRAM *PROFESSIONAL TRAINING AND EDUCATION FOR GROWING ENTREPRENEURS – READY TO WORK (PROTÉGÉ-RTW)*
- 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

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 | |
| Lampiran A | <i>Borang Jaminan Bank/Insurans Untuk Bon Pelaksanaan (Kontrak Kerja)</i> | - |
| Lampiran B | <i>Borang Jaminan Bank/ Jaminan Syarikat Kewangan / Jaminan 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> | - |
| 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 MENGECAT DAN MENYELENGGARA DAN LAIN-LAIN KERJA
BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), KUALA LUMPUR

Saya, * No.K/P: yang mewakili

Syarikat.....

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

dengan ini mengisytiharkan bahawa saya atau mana-mana orang yang mewakili syarikat ini:

- i. Tidak akan menawarkan, menjanjikan atau memberikan apa - apa suapan kepada 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.

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 RM100,000.00 atau penjara selama tempoh tidak melebihi sepuluh tahun atau kedua-duanya.
5. Saya sesungguhnya faham bahawa syarikat melakukan kesalahan jika seseorang yang bersekutu dengan syarikat*** memberikan, menjanjikan atau menawarkan suapan untuk memperolehi atau mengekalkan perniagaan atau faedah dalam menjalankan perniagaan di bawah Seksyen 17A, Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [Akta 694], apabila disabitkan kesalahan boleh didenda tidak kurang daripada sepuluh kali ganda jumlah atau nilai suapan, atau RM1 juta, atau dipenjarakan selama tempoh tidak melebihi dua puluh tahun atau kedua-duanya.

Yang benar,

Tandatangan :

Nama :

No.KP :

Tarikh :

Cop Syarikat :

Catatan:

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

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA
BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), 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/klausula 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 ADALAH WAJIB DIISI DAN DITANDATANGAN
BAGI PEROLEHAN MERUJUK KEPADA NILAI AMBANG YANG TELAH DITETAPKAN DALAM
PARA 14 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 (i) hingga (vi).

- 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 ini 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 urusaniaga.

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 urusaniaga; 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 MENGECAT, MENYELENGGARA DAN LAIN-
LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
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 borang 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
JENAYAH PEMERDAGANGAN ORANG DAN BURUH
PAKSA**

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA
BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), 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 TENDER

TAJUK PEROLEHAN : CADANGAN KERJA-KERJA MENEGCAT, MENYELENGGARA DAN LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), KUALA LUMPUR

| BIL | BUTIRAN DOKUMEN | UNTUK DIISI OLEH PETENDER | | UNTUK DIISI OLEH URUSETIA JAB PELAKSANA | | CATATAN |
|-----|---|---------------------------|----------------------------|---|----------------------------|---------|
| | | ADA TANDA KAN (/) PADA | TIADA TANDA KAN (/) PADA | ADA TANDA KAN (/) PADA | TIADA TANDA KAN (/) PADA | |
| 1 | Surat Akuan 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 Akuan 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 CIBD (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 TENDER

TAJUK PEROLEHAN : CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), KUALA LUMPUR

| BIL | BUTIRAN DOKUMEN | UNTUK DIISI OLEH PETENDER | | UNTUK DIISI OLEH URUSETIA JAB PELAKSANA | | CATATAN |
|-----|---|---------------------------|----------------------------|---|----------------------------|---------|
| | | ADA TANDA KAN (/) PADA | TIADA TANDA KAN (/) PADA | ADA TANDA KAN (/) PADA | TIADA TANDA KAN (/) 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 TENDER

Tender Untuk :

CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), 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 pembedaan 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"/> |

| BIL | PERKARA | TANDAKAN (/) JIKA TINDAKAN TELAH DIAMBIL (PETENDER) |
|-----|--|---|
| A12 | <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 Oleh Petender <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><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p>Makluman</p> <p>Makluman</p> |

| BIL | PERKARA | TANDAKAN (/) JIKA TINDAKAN TELAH DIAMBIL (PETENDER) |
|-----|---|--|
| B | <p><u>KEMUKA TENDER</u></p> <p>Dokumen-dokumen wajib sangatlah penting dan perlu dikemukakan bagi membolehkan penilaian keupayaan yang sewajarnya dibuat ke atas petender. Sekiranya petender tidak atau gagal untuk mengemukakan dokumen-dokumen wajib seperti di bawah, tender petender akan ditolak dan tidak akan dipertimbangkan.</p> | |
| B1 | <p><u>Menjilid Dokumen</u></p> | |
| | <p>Dokumen Tender yang dihantar ke Bahagian Pengurusan Perolehan perlulah dijilidkan (binding) oleh petender, (seperti keperluan perkara 5, Arahan Dan Syarat-syarat Am Kepada Petender) bagi mengelakkan sebarang kehilangan dokumen / lampiran penting.</p> | <input type="checkbox"/> |
| B2 | <p><u>Kemukakan dokumen-dokumen wajib seperti berikut :</u></p> | |
| | <p>i) Dokumen Tender / Sebutharga Asal</p> | <input type="checkbox"/> |
| | <p>ii) Borang Maklumat Petender (BRG/JP/BPP(Pind.2/2025))</p> | <input type="checkbox"/> |
| | <p>iii) Sijil Pematuhan Cukai (Tax Compliance Certificate - TCC) yang dikeluarkan oleh Lembaga Hasil Dalam Negeri (LHDN)</p> | <input type="checkbox"/> |
| | <p>iv) Ringkasan Tender/Senarai Kuantiti/Jadual Kadar Harga yang telah dihargaikan oleh Petender (Sekiranya berkaitan)</p> | <input type="checkbox"/> |
| | <p>v) 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.</p> | <input type="checkbox"/> |
| | <p>vi) Salinan Penyata Bulanan Bank bagi tiga (3) bulan terakhir sebelum tarikh tutup Tender yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan.</p> | <input type="checkbox"/> |
| | <p>vii) Maklumat Kerja Semasa dan Laporan Penyelia Projek mengenai prestasi kerja semasa Petender</p> | <input type="checkbox"/> |
| | <p>viii) Jadual Data Teknikal / Borang Cadangan Petender (Jika berkaitan)</p> | <input type="checkbox"/> |
| | <p>(PETENDER GRED G7 WAJIB KEMUKAKAN PENYATA BULANAN BANK DAN LAPORAN KEWANGAN SYARIKAT BAGI TIGA (3) TAHUN BERTURUT-TURUT)</p> | |
| | <p>Tawaran petender Gred G7 akan ditolak sekiranya tidak mengemukakan salah satu perkara tersebut dan tiada pengesahan Juru Audit Bertauliah (untuk perkara v).</p> | |
| B3 | <p><u>Kemukakan dokumen-dokumen sokongan seperti berikut :</u></p> | |
| | <p>i) Laporan bank/institusi kewangan mengenai kedudukan kewangan petender</p> | <input type="checkbox"/> |
| | <p>ii) Salinan Perakuan / Pengesahan Siap Kerja</p> | <input type="checkbox"/> |
| | <p>iii) Salinan Penyata Caruman KWSP</p> | <input type="checkbox"/> |
| | <p>iv) Salinan sijil kelulusan / kelayakan setiap kakitangan teknikal</p> | <input type="checkbox"/> |
| | <p>v) Salinan Kad Pendaftaran atau dokumen-dokumen lain yang membuktikan keempunyaan atau perjanjian sewa pajak/ sewa beli atas loji dan peralatan</p> | <input type="checkbox"/> |
| B4 | <p><u>Kemukakan Dokumen / Katalog / Sampel Sokongan</u></p> | <input type="checkbox"/> |
| B5 | <p><u>Kelulusan SIRIM</u></p> | <input type="checkbox"/> |

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), 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 mengandungnya.

Petender **WAJIB 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 Pemberitahuan Pemunya Benefisial

- (iv) Surat Akuan Syarikat Dalam Menangani Jenayah Pemerdagangan Orang dan Buruh Paksa
- (v) Borang Tender
- (vi) Ringkasan Tender (*Jika Berkaitan*)
- (vii) Senarai Kuantiti (*Jika Berkaitan*)**
- (viii) Borang Maklumat Petender (BRG/JP/BPP(Pind.2/2025))

**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.

Individu yang dibenarkan untuk menandatangani Borang Tender hendaklah yang dinamakan dalam Sijil PPK/SPKK/STB/MOF/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 berdasarkan 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.2/2025)) 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**)
- ii. Salinan Penyata Bulanan Bank bagi tiga (3) bulan terakhir sebelum tarikh tutup Tender yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan. (**WAJIB bagi Petender Gred G7**)

- 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. **(WAJIB bagi Petender Gred G7)**
- 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 seperti di dalam sistem CIMS CIDB 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. **Petender gred G1 hingga G6, WAJIB mengemukakan salah satu dokumen (ii), (iii) atau (iv). Semua petender Gred G1 hingga G7 WAJIB mengemukakan Senarai Kerja Semasa seperti di dalam sistem CIMS CIDB.** 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 sebutharga 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 disetujui, 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 Perlaksanaan;
- 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) di atas 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 |

Petender 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.

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

Petender adalah dikehendaki melaksanakan program PROTÊGÊ-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 dikenakan cukai

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

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

Surat Akuan Pembida Untuk Melaksanakan Program PROTÊGÊ-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 PROTÉGÉ-RTW dimasukkan di dalam kontrak dengan Sub-Kontraktor Yang Dinamakan (NSC) dan/atau Kontraktor Domestik.

15. Pematuhan kepada Perintah Gaji Minimum

Petender hendaklah mematuhi dan melaksanakan apa-apa ketetapan yang dikeluarkan di bawah Akta Majlis Perundingan 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.

16. 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 pekerja 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

17. 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.

18. 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.

19. Harga Indikatif Jabatan (*Jika Berkaitan*)

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.

20. Tempoh Siap Kerja Maksimum

Tawaran petender akan ditolak sekiranya tempoh siap kerja TIDAK dinyatakan di Borang Tender kecuali bagi tender yang ditetapkan tempoh siap (*fixed period*). Sekiranya tempoh siap kerja maksimum dinyatakan di dalam mana-mana bahagian tender ini, mana-mana petender yang menawarkan tempoh yang melebihi tempoh siap kerja maksimum adalah **TIDAK LAYAK dipertimbangkan**.

21. Senarai Kuantiti/Ringkasan Tender (Jika Berkaitan)

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 dalam dokumen ini. 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 di dalam Harga Tendernya.

25. Sijil SCORE Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB) (Jika berkaitan)

Petender dikehendaki mengemukakan Salinan Sijil SCORE dari CIDB yang masih sah pada Tarikh Tutup Tender (tidak lebih satu (1) tahun dari Tarikh sijil dikeluarkan).

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 satu dua lima peratus (0.125%) daripada nilai harga kontrak seperti yang ditetapkan di bawah seksyen 34(2) Akta Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB) 1994 (Akta 520). Sehubungan dengan itu, adalah menjadi tanggungjawab petender yang berjaya untuk membuat bayaran levi kepada pihak CIDB.

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 ini.

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

28. Pengemukakan Pengisytiharaan Pemunya Benefisial Dan Surat Akuan Syarikat Dalam Menangani Jenayah Pemerdagangan Orang Buruh Paksa

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

i) Akta Syarikat (pindaan) 2024 [Akta A1701]

- a. Akta A1701 yang diwartakan pada 2 Februari 2024 telah mewajibkan setiap syarikat yang berdaftar dengan Suruhanjaya Syarikat Malaysia (SSM) untuk mengisytihar Pemunya Benefisial (Benefisial Owners – BO) bagi memerangi aktiviti-aktiviti pengubahan wang haram,

pembiayaan keganasan, rasuah dan pengelakan cukai perniagaan di Malaysia.

- b. Tafsiran dan kriteria BO boleh dirujuk kepada Guideline For The Reporting Framework For Benefisial Ownership Of Legal Persons yang dimuat turun dari laman sesawang SSM iaitu www.ssm.com.my.
- c. Petender hendaklah melaksanakan pengisytiharaan BO dengan mengemukakan Borang Pengisytiharaan BO seperti di mukasurat BO/1 untuk menyertai perolehan Kerajaan yang bernilai melebihi RM50 ribu.
- d. Petender hendaklah memastikan BO diisi dengan lengkap, ditandatangani dan dikemukakan atau dimuat naik bersama dokumen tawaran secara manual atau secara dalam talian sepertimana yang telah ditetapkan.
- e. Kegagalan petender untuk mengemukakan BO akan menyebabkan sebut harga/tender* yang disertai ditolak.

ii) Akta Anti pemerdagangan Orang dan Antipenyeludupan Migrin 2007 [Akta 670]

- a. Selaras dengan Akta 670 satu akuan atau pengisytiharaan oleh Petender perlu dilaksanakan bagi meningkatkan kesedaran tentang hak pekerja, perlindungan dan akses kepada remedy.
- b. Petender yang menyertai perolehan Kerajaan adalah diwajibkan untuk menandatangani Surat Akuan Syarikat Dalam Menangani Jenayah Pemerdagangan Orang Dan Buruh Paksa (SA) seperti di mukasurat SA/1.
- c. Petender hendaklah memastikan SA diisi dengan lengkap, ditandatangani dan dikemukakan atau dimuat naik bersama dokumen tawaran sebut harga/tender* secara manual atau secara dalam talian sepertimana yang telah ditetapkan.
- d. Kegagalan petender untuk mengemukakan SA akan menyebabkan sebut harga/tender* yang disertai ditolak.

Bagi tender yang disertai oleh beberapa Syarikat yang berdaftar dengan SSM secara usahawan, kesemua Syarikat hendaklah mengemukakan BO dan SA semasa mengemukakan tawaran.

B) TATACARA PENILAIAN KEUPAYAAN PETENDER

1. **Maklumat-Maklumat Yang Diperlukan Untuk Penilaian Keupayaan Petender**

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

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.2/2025))** yang disertakan bersama Dokumen Tender ini dengan sempurna dan mengembalikannya bersama-sama dengan tender masing-masing:

- i. **Borang A** Surat Pengakuan Kebenaran Maklumat dan Kesahihan Dokumen yang Dikemukakan oleh Petender
- ii. **Borang B** Maklumat Am Latar Belakang Petender
- iii. **Borang C** Data Kewangan Petender
- iv. **Borang CA** Laporan Bank/Institusi Kewangan Mengenai Kemudahan Kredit Petender
- v. **Borang D** Senarai Kerja/Kontrak Semasa Petender
- vi. **Borang DA** Laporan Prestasi Kerja Semasa Petender
- vii. **Borang E** Rekod Pengalaman Kerja Petender (Senarai Kerja Dalam Tempoh 5 Tahun Lepas)
- viii. **Borang F** Kakitangan Teknikal

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.

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

a) 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)

b) 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.

c) Maklumat Kewangan

- i. Petender hendaklah mengisi **Borang C** (Data Kewangan Petender)
- ii. Petender **WAJIB** mengemukakan **sekurang-kurangnya salah satu** dokumen kewangan berikut:
- iii. 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)**
- iv. 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)**
- v. 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
- vi. Deposit tetap (sekiranya ada) yang **disahkan** oleh pegawai yang diberi kuasa oleh bank berkenaan boleh dikemukakan sebagai tambahan kepada pengiraan keupayaan kewangan.
- vii. 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.

d) Maklumat Teknikal

- i. Petender dikehendaki menyenaraikan kerja semasa di **Borang D seperti maklumat di sistem CIMS CIDB**. 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:
 - Salinan Surat Setuju Terima dan Perakuan Bayaran Interim terkini bagi setiap kerja semasa yang disenaraikan di **Borang D**;
 - 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
 - Salinan Surat Setuju Terima dan Salinan Perakuan Siap Kerja/Pengesahan Siap Kerja/Perakuan Muktamad setiap kerja yang telah disiapkan dan disenaraikan di **Borang E**.

e) Dokumen Tambahan

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

i. Sijil SCORE

Sijil SCORE dari CIDB yang masih sah semasa tender ditutup (tidak lebih satu tahun dari tarikh sijil dikeluarkan).

ii. 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.

iii. 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.

Dokumen-dokumen wajib dan sokongan seperti di perenggan (a) hingga perenggan (e) 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.

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.**

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 MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), KUALA LUMPUR**

BAHAGIAN 3. HARGA INDIKATIF JABATAN



DEWAN BANDARAYA KUALA LUMPUR

HARGA INDIKATIF JABATAN DAN TEMPOH SIAP KERJA MAKSIMUM

CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), KUALA LUMPUR

Harga Indikatif Jabatan bagi perolehan ini adalah **RM 2,600,000.00**

Tempoh Siap Kerja Maksimum bagi perolehan ini adalah **24 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 MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), KUALA LUMPUR**

BAHAGIAN 4. BORANG TENDER

DEWAN BANDARAYA KUALA LUMPUR

BORANG TENDER
(*FORM OF TENDER*)

TENDER BAGI **CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), KUALA LUMPUR**

mengikut Pelan-Pelan No. Seperti yang dilampirkan
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 pukal 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 MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), 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.....²⁴.....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:

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

6. Bahawasanya adalah diketahui bahawa DATUK BANDAR KUALA LUMPUR sentiasa berhak menyetujui atau menolak Tender ini, sama ada ianya lebih rendah atau lebih tinggi daripada tender-tender yang lain, atau sama amannya. 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 KUALA LUMPUR 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 forms 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 KUALA LUMPUR 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 KUALA LUMPUR 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 MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), 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.....**500.00**...../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.....**500.00**...../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 MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), 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 BILLS OF QUANTITIES FORM PART OF
THE CONTRACT**

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

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 | 12 |
| 16.0 | INDEMNITIES TO DATUK BANDAR 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 | 16 |
| 23.0 | EMPLOYMENT OF WORKMEN | 17 |
| 24.0 | VARIATIONS | 19 |
| 25.0 | VALUATION OF VARIATION | 19 |
| 26.0 | BILL OF QUANTITIES | 20 |

| Clause | Page |
|---|-------------|
| 27.0 MEASUREMENT OF WORKS | 20 |
| 28.0 PAYMENT TO CONTRACTOR AND INTERIM CERTIFICATES | 21 |
| 29.0 ADJUSTMENT OF CONTRACT SUM | 22 |
| 30.0 FLUCTUATION OF PRICE | 22 |
| 31.0 FINAL ACCOUNT AND PAYMENT CERTIFICATE | 22 |
| 32.0 EFFECT OF S.O.'S CERTIFICATES | 23 |
| 33.0 DEDUCTION FROM MONEY DUE TO CONTRACTOR | 23 |
| 34.0 PRIME COST / PROVISIONAL SUMS | 23 |
| 35.0 MATERIALS, GOODS AND WORKMANSHIP | 24 |
| 36.0 INSPECTION AND TESTING OF MATERIALS, GOODS AND EQUIPMENT | 24 |
| 37.0 CONSTRUCTIONAL PLANT, EQUIPMENT, VEHICLES AND MACHINERIES | 25 |
| 38.0 POSSESSION OF SITE | 25 |
| 39.0 COMPLETION OF WORKS | 26 |
| 40.0 DAMAGES FOR NON-COMPLETION | 27 |
| 4.0 SECTIONAL COMPLETION | 28 |
| 42.0 PARTIAL OCCUPATION TAKING OVER BY DATUK BANDAR | 28 |
| 43.0 DELAY AND EXTENSION OF TIME | 29 |
| 44.0 CLAIMS FOR LOSS AND EXPENSE | 30 |
| 45.0 INVESTIGATION BY THE DATUK BANDAR AND OTHER PERSONS IN CASE OF ACCIDENT, FAILURE OR OTHEREVENT | 31 |
| 46.0 ACCESS FOR WORKS, ETC. | 31 |
| 47.0 SUB-CONTRACT OR ASSIGNMENT | 31 |
| 48.0 DEFECTS AFTER COMPLETION | 32 |
| 49.0 UNFULFILLED OBLIGATIONS | 33 |
| 50.0 SUSPENSION OF WORKS | 33 |
| 51.0 EVENTS AND CONSEQUENCES OF DEFAULT BY THE CONTRACTOR | 34 |
| 52.0 TERMINATION ON NATIONAL INTEREST | 36 |

| | Clause | Page |
|------|---|-------------|
| 53.0 | TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES | 37 |
| 54.0 | PAYMENTS UPON SUSPENSION AND TERMINATION ON NATIONAL INTEREST | 37 |
| 55.0 | EVENTS AND CONSEQUENCES OF DEFAULT BY THE DATUK BANDAR | 38 |
| 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 TO NOMINATED AND/OR SUB-CONTRACTOR OR SUPPLIER | 42 |
| 63.0 | RESPONSIBILITIES OF CONTRACTOR TO NOMINATED AND/OR SUB-CONTRACTORS OR SUPPLIERS | 42 |
| 64.0 | INTELLECTUAL PROPERTY RIGHTS | 42 |
| 65.0 | ANTIQUITIES | 43 |
| 66.0 | ARBITRATION | 43 |
| 67.0 | NOTICE, ETC. | 44 |
| 68.0 | SAFETY AT THE SITE | 45 |
| 69.0 | ADVANCE PAYMENT | 45 |
| 70.0 | AMENDMENT | 46 |
| 71.0 | CONFIDENTIALITY | 47 |
| 72.0 | STAMP DUTY | 47 |
| 73.0 | SEVERABILITY | 47 |
| 74.0 | WAIVER | 47 |
| 75.0 | LAWS APPLICABLE | 47 |
| 76.0 | SUCCESSORS BOUND | 47 |
| 77.0 | EPIDEMICS AND MEDICAL ATTENDANCE | 48 |
| 78.0 | TECHNOLOGY TRANSFER | 48 |
| 79.0 | GENERAL DUTIES AND PERFORMANCE STANDARD | 48 |

| | Clause | Page |
|------|--|-------------|
| 80.0 | RESTRICTION AND PROCEDURE ON USE OF IMPORTED MATERIALS AND GOODS | 48 |
| 81.0 | TIME | 49 |

UNTUK KEGUNAAN TENDER 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 establish 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;

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

- (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;

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

- (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 or 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 unfixed materials and goods, delivered to, placed on or adjacent to the Works and intended therefore (but excluding temporary buildings, plant, tools and equipment owned or hired by the Contractor or any sub-contractor, nominated or otherwise) to the full value thereof (plus any amount which may be specifically stated in Appendix or elsewhere in the Contract Documents) and shall keep such work, materials and goods so insured until the completion of the whole of the Works, notwithstanding any arrangement for Sectional Completion or Partial occupation by 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 unfixed materials or goods prior to the date the Works has been certified as practically completed by the S.O. in the Certificate of Practical Completion, the Contractor shall notwithstanding that settlement of any insurance claim has not been completed, with due diligence restore, replace or repair the same, remove and dispose of any debris and proceed with the carrying out and completion of the Works. All money if and when received from the insurance under this clause shall be paid in the first place to 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 BILL OF QUANTITIES

Basis of Contract Sum

26.1 The quality and quantity of the Works as set out in the Bills of Quantities shall be the basis of the Contract Sum. Any error in description or quantity or omission of Works from the Bills of Quantities shall not vitiate this Contract but shall be rectified and the amount in respect of such rectification shall be added to or deducted from the Contract Sum as the case may be.

26.2 Datuk Bandar reserves the right to adjust the prices and rates in the Bills of Quantities submitted by the Contractor to ensure their reasonableness before acceptance of tender and the decision of Datuk Bandar shall be final.

26.3 Any adjustment of the prices and/or rates in the Bills of Quantities required under clause 26.2 and any arithmetical error or omission in the prices or rates and/or calculations of the Contractor in the Bills of Quantities shall before the signing of this Contract be so rectified and adjusted that when correctly calculated, the total amount in the Summary of the Bills of Quantities shall represent the same amount as the tender amount in the Form of Tender. The tender amount shown in the Form of Tender shall remain unaltered but the net aggregate amount of the difference between the total adjusted amount in the Summary of the Bills of Quantities and the tender amount shown in the Form of Tender, whether a net deduction or net addition, shall be calculated as a percentage of the total adjusted amount shown in the Summary of the Bills of Quantities and all prices and/or rates throughout the Bills of Quantities shall be subject to such percentage discounts or premiums as the case may be. Provided Always the Provisional and Prime Cost Sums shall be excluded from such calculation and shall not be subject to such percentage discount or premium.

Standard Method of Measurement

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

Provisional Quantities

26.5 Unless where the quantities of the Works or any part thereof are stated as 'provisional' in the Bills of Quantities such quantities are firm and the Works shall not be subject to re-measurement unless the Bills of Quantities are proven to be erroneous and shall be dealt with under clause 26.1.

26.6 Where the quantities of Works are stated as "provisional" in the Bills of Quantities, such quantities are the estimated quantities which shall not be taken as the actual and correct quantities of Works to be executed by the Contractor in the 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 re-measurement of the work as it is actually executed and valued in accordance with clause 25.1 hereof, after adjustment if necessary as provided in clause 25.3 hereof.

26.7 For the purpose of clause 26.6, the amount to be paid to the Contractor shall be set off against the amount for such work in the Bills of Quantities, and the balance shall be added to or deducted from the Contract Sum as the case may be.

27.0 MEASUREMENT OF WORKS

27.1 The S.O. shall, when he requires any part or parts of the Works to be measured or 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 Remedying Defects

- (a) At any time during the Defects Liability Period as stated in Appendix hereto (or if none stated the period is twelve (12) months from the date of practical completion of the Works), any defect, imperfection, shrinkage or any other fault whatsoever which may appear and which are due to materials or goods or workmanship not in accordance with this Contract, the S.O. shall issue written instruction to the Contractor to make good such defects, imperfections, shrinkages or any other fault whatsoever at the Contractor's own cost. The Contractor shall complete all such works with due expedition or within such time as may be specified by the S.O.
- (b) Without prejudice to sub-clause (a), any defect, imperfection, shrinkage or any other fault whatsoever which may appear during the Defects Liability Period to be made good by the Contractor, shall be specified by the S.O. in the Schedule of Defects which he shall deliver to the Contractor not later than fourteen (14) days after the expiration of the Defects Liability Period. The defects, imperfections, shrinkages or any other fault whatsoever specified in the Schedule of Defects shall be made good by the Contractor at his own costs and to be completed within a reasonable time but in any case not later than three (3) months after the receipt of the said Schedule. PROVIDED THAT the S.O. shall not be allowed to issue any further instruction requiring the Contractor to make good of any defect, imperfection, shrinkage or any other fault whatsoever after the issuance of the said Schedule of Defects or after fourteen (14) days from the expiration of the said Defects Liability Period, whichever is the later.

48.2 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)(i) Datuk Bandar shall pay to the Contractor-

- (i)(a) the value of the Works carried out up to the date of termination;
 - (ii)(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;
 - (iii)(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 Datuk Bandar upon such payment being made to the Contractor); and
 - (iv)(d) a sum being the amount of any expenditure reasonably incurred by the Contractor in so far as such expenditure has not been recovered by any other payments referred to in this sub-clause.
- (ii) For the avoidance of doubt, the Parties hereby agree that the Contractor shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Contract.

56.0 CERTIFICATE OF TERMINATION COSTS

- 56.1** As soon as the arrangements for the completion of the Works made by the 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
- (c) 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 DBKL 203N7) or for Nominated Suppliers (Form DBKL 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 DBKL 203N or Form DBKL 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
 - (d) 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 loss 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.
 - (c) he 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:

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

Where $\text{\$D}$ = cumulative deduction to me made in Interim Payment Certificate,

$\text{\$A}$ = total amount of advance paid,

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

$\text{\$P}$ = 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 $\text{\$B}$

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 sub 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 Perintah Tetap Pengurusan Perolehan & Pentadbiran Kontrak Datuk Bandar Kuala Lumpur.

| Financial Limits | Officer |
|---|--|
| Jumlah perubahan tambahan terkumpul yang dicadangkan tidak melebihi 20% daripada nilai kontrak atau tidak melebihi RM1,000,000,000 mengikut mana yang terendah. | Pengerusi: Pegarah Jabatan atau Pegawai Penguasa yang dinamakan di dalam kontrak |
| Arahan Perubahan (Kurangan). | |
| Star Rate (Kadar Harga). | |
| Jumlah perubahan tambahan terkumpul yang dicadangkan tidak melebihi 30% daripada nilai kontrak atau tidak melebihi RM4,000,000.00 mengikut mana yang terendah. | Pengerusi: Pegarah Eksekutif (Pengurusan Projek) Pengerusi Ganti: Pegarah Eksekutif (Perancangan) |
| Jumlah perubahan tambahan terkumpul yang dicadangkan melebihi 30% daripada nilai kontrak atau melebihi RM4,000,000.00 . | Pengerusi: Datuk Bandar |
| Dalam semua hal lain. | |

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.....

UNTUK KECEPATAN TENDER DBK/SAHAJA

ADDENDUM NO. 1 TO THE CONDITIONS OF CONTRACT

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

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

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 |
|-----|------------|
|-----|------------|

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 The Contractor shall be required to provide 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. The Contractor shall comply with the following conditions:

(a) Submission of the Letter of Acceptance duly signed by the Contractor together with the Performance Bond (if any), insurance certificate, 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 |
|-----|------------|
|-----|------------|

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 |
|-----|------------|
|-----|------------|

1. Page 46, Clause 69.2

Substitute Clause 69.2 with the new Clause 69.2 as follows:

“69.2 The advance payment shall be recouped when the cumulative total value of the Builder’s Work executed and certified (including the amount certified for materials on site) reaches fifty (50) percent of the total contract value of 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 each Interim Payment Certificate, in all the subsequent Interim Payment Certificates on the basis that the advance payment shall be fully recovered in the Interim Certificate in which the 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:

$$\$ D = \frac{A}{B} \times \text{Percent of } \$P$$

Where A = Cumulative deduction to be made in interim Payment Certificate,

B = 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 |
|-----|------------|
|-----|------------|

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.”

UNTUK KE GUNAAN TENDER DBKL SAHAJA

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

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

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 KE GUNAAN TENDER DBK SAHAJA

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 |
|-----|------------|
|-----|------------|

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 MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), KUALA LUMPUR**

BAHAGIAN 6. SKOP KERJA

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

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
KUALA LUMPUR**

SKOP KERJA

1.0 PENDAHULUAN

- 1.1 Skop kerja merupakan panduan kepada petender. Petender perlu mengenalpasti kerja sebenar dan membuat lawatan tapak untuk memperolehi maklumat berhubung ukuran, sifat dan keadaan kawasan kerja agar dapat membantu perkara-perkara yang perlu di ambil kira dalam membuat tawaran harga dengan teratur. Tiada tuntutan yang boleh dibuat ke atas sebarang maklumat yang diberi tidak mencukupi atau lengkap selepas tempoh penenderan.
- 1.2 Dokumen ini menetapkan skop kerja bagi kontraktor yang telah dilantik oleh Dewan Bandaraya Kuala Lumpur (DBKL). Kontraktor bertanggungjawab memahami skop kerja dan memastikan pematuhan terhadap semua keperluan yang ditetapkan oleh Pegawai Penguasa (S.O.).
- 1.3 Kontraktor hendaklah menjalankan penilaian awal sebelum memulakan kerja bagi memastikan semua maklumat tapak telah diperolehi dan difahami. Sebarang tuntutan kos akibat kegagalan kontraktor dalam mendapatkan maklumat awal tidak akan diterima.

2.0 LOKASI

- 2.1 Lokasi tapak kerja adalah di kawasan **Program Perumahan Rakyat (PPR) Kg Muhibbah (Blok C dan Blok D)**.
- 2.2 Pihak petender digalakkan untuk melawat tapak tersebut untuk lazim / biasa dengan keadaan sekitar dan peruntukan yang melibatkan kos kepada harga tawaran kerja.

3.0 BIDANG KERJA PETENDER

- 3.1 Kerja-kerja yang terlibat di dalam tawaran ini ialah kerja-kerja mengecat, menyelenggara dan lain-lain kerja berkaitan di kawasan PPR Kg Muhibbah (Blok C dan Blok D). Kerja-kerja yang perlu dilaksanakan adalah berdasarkan kepada Arahan Mula Kerja yang akan dikeluarkan oleh pegawai penguasa dari masa ke semasa.

3.2 Kawasan yang terlibat bagi kerja-kerja tersebut adalah seperti berikut:-

- (i) **Blok C, PPR Kg Muhibbah**
(Termasuk Bilik Jana Kuasa, Rumah Pam dan Wakaf)
- (ii) **Blok B, PPR Kg Muhibbah**
(Termasuk Bilik Jana Kuasa, Rumah Pam dan Wakaf)
- (iii) **Lain-lain Kerja Berkaitan**

Nota : (Bahagian luaran termasuk kaki lima, balkoni, tangga, pintu, jenang tingkap/pintu, siling, ruang lobi lif, saluran paip dan lain-lain)

3.3 Petender **DIGALAKKAN** melawat ke kawasan tapak cadangan bagi mengenal pasti kawasan dan tentuan kerja serta dimaklumkan secara jelas spesifikasi kerja sebelum mengemukakan harga tawaran.

4.0 BIDANG KERJA KONTRAKTOR

4.1 KERJA-KERJA PENDAHULUAN (PRELIMINARIES WORK)

Sebelum Kerja-kerja utama dijalankan pihak kontraktor hendaklah melaksanakan kerja-kerja pendahuluan berupa peraturan-peraturan seperti berikut :-

4.1.1 Penyediaan Bon Pelaksanaan (Performance Bond), Insurans, Senarai Nama Pekerja, Jadual Program Pelaksanaan Kerja dan yang berkaitan dengannya.

4.1.2 Penyediaan Papan Tanda Projek Dua (2) unit di tapak kerja dan Papan Tanda Amaran di tapak kerja.

4.1.3 Kontraktor hendaklah menyediakan pasukan pekerja yang sesuai, berkebolehan, berpakaian seragam berwarna merah yang ditetapkan oleh Jabatan (pakaian bercetak KONTRAKTOR DBKL berserta nama syarikat) dan boleh berkomunikasi dengan baik. Kontraktor hendaklah memastikan mengambil permit yang sah sekiranya menggunakan pekerja-pekerja asing.

4.1.4 Kontraktor hendaklah menyediakan sekurang-kurangnya seorang penyelia untuk pasukan pekerja dan menjadi wakil kepada kontraktor di dalam urusan kerja harian di tapak. Penyelia tersebut hendaklah sentiasa berada di kawasan tempat bekerja pada setiap hari bekerja serta mempunyai alat perhubungan yang sesuai supaya mudah dihubungi.

4.1.5 Kontraktor perlulah melantik seorang **Penyelia Keselamatan Tapak Bina yang kompeten (berdaftar dengan JKPP)** bagi memastikan setiap aspek keselamatan dipatuhi sebagaimana

yang dinyatakan dalam Peraturan-Peraturan Keselamatan dan Kesihatan Pekerjaan yang terkini.

- 4.1.6 Semua pekerja kontraktor hendaklah memakai tag pengenalan diri semasa bertugas dan melaporkan diri di pejabat kawasan setiap hari sebelum memulakan sebarang kerja di tapak.
- 4.1.7 Pihak kontraktor juga diminta membuat kerja-kerja penyediaan tapak.
- 4.1.8 Kontraktor hendaklah menyediakan jadual carta perbatuan sepanjang tempoh penyiapan kerja untuk kerja-kerja mengecat, menyelenggara dan lain-lain kerja berkaitan.
- 4.1.9 Kontraktor adalah dikehendaki untuk menyediakan notis makluman kepada penghuni kawasan yang terlibat tiga (3) hari sebelum menjalankan kerja-kerja di tapak.
- 4.1.10 Kontraktor hendaklah menyediakan dan menghantar kepada Pegawai Penguasa dua salinan laporan kemajuan kerja bulanan (yang mengandungi kerja sebelum, semasa dan selepas untuk setiap skop kerja yang telah dijalankan di tapak) termasuk laporan kerja dan kewangan (s-curve).
- 4.1.11 Semua kerja-kerja pemeriksaan hendaklah disahkan oleh Pegawai Penguasa atau wakil yang ditentukan.
- 4.1.12 Untuk mengelakkan sebarang gangguan dan kejadian yang tidak diingini, Pegawai Penguasa tidak akan menyediakan punca kuasa elektrik untuk peralatan yang memerlukan kuasa elektrik. Oleh yang demikian kontraktor hendaklah menyediakan alat bekalan kuasa elektriknya sendiri.

4.2 **SAMPEL DAN KATALOG**

- 4.2.1 Kontraktor hendaklah mengemukakan sampel dan katalog bahan bersama dengan maklumat teknikal sokongan untuk kelulusan sebelum kerja-kerja dilaksanakan di tapak. Semua sampel yang diluluskan hendaklah menunjukkan piawaian yang perlu dikekalkan dalam pelaksanaan kerja-kerja di tapak. Bahan yang ditolak hendaklah dialih keluar dari tapak.

4.3 **CADANGAN REKABENTUK**

- 4.3.1 Kontraktor hendaklah menyediakan sekurang-kurangnya tiga (3) cadangan skema warna bagi kerja-kerja mengecat dinding luar bangunan. Cadangan tersebut hendaklah merangkumi Rekabentuk 3D, Slaid pembentangan dan Lukisan perspektif dan lain-lain. Semua cadangan hendaklah dikemukakan untuk

semakan dan kelulusan sebelum kerja-kerja mengecat dijalankan.

4.4 **KERJA MENGECAT**

4.4.1 Penyediaan Permukaan

- (i) Menghapuskan pokok kecil/tumbuhan yang tumbuh pada permukaan bangunan.
- (ii) Merawat kawasan yang dijangkiti kulat dengan bahan kimia cucian fungisid.
- (iii) Membuang cat sedia ada yang mengelupas atau tanggal menggunakan kaedah waterjet atau sanding.
- (iv) Menutup retak (< 0.3mm) menggunakan cat kalis air elastomerik jenis cecair satu komponen.
- (v) Menutup retak melebihi 0.3mm dengan bahan pengisi retak yang diluluskan.
- (vi) Memplaster semula mana-mana permukaan simen atau tekstur spray yang pecah, renggang atau tertanggal.

4.4.2 Mengecat Permukaan Bersimen

- (i) Menyapu satu (1) lapisan Wall Sealer yang diluluskan.
- (ii) Menyapu dua (2) lapisan cat kemasan luar jenis Weatherbond (berasaskan akrilik) atau yang setara dan diluluskan.

4.4.3 Sistem Sapuan Cat – Permukaan Logam / Kayu

- (i) Menyapu satu (1) lapisan Red Oxide Primer atau primer antikat setara yang diluluskan.
- (ii) Menyapu dua (2) lapisan cat gloss kemasan akhir yang diluluskan.

4.5 **KERJA-KERJA BERKAITAN**

4.5.1 Pihak kontraktor hendaklah bertanggungjawab memastikan sebarang kerja-kerja yang melibatkan permit kerja seperti permit pemasangan mast climber, gondola, abseiling, perancah dan permit yang berkaitan diperolehi sebelum kerja-kerja dilaksanakan ditapak.

4.5.2 Bagi kerja di tempat yang berisiko tinggi, pihak kontraktor hendaklah mematuhi segala aspek keselamatan seperti pemakaian abah-abah keselamatan, kasut keselamatan, tali nyawa dan topi keselamatan kepada pekerja semasa kerja-kerja dilaksanakan di tapak.

4.5.3 Pegawai Penguasa berhak memberhentikan sebarang kerja di tapak (Stop Work Order) sekiranya didapati pihak kontraktor tidak mematuhi aspek keselamatan.

4.5.4 Kontraktor hendaklah melaksanakan lain-lain kerja yang berkaitan seperti yang diarahkan oleh Pegawai Penguasa atau wakil dari semasa ke semasa.

4.6 JAMINAN PRODUK (WARRANTY & GUARANTEE)

4.6.1 Kontraktor dikehendaki mendapatkan surat jaminan produk (warranty & guarantee) daripada pengilang atau pembekal sekurang-sekurangnya **SEPULUH (10) TAHUN** daripada tarikh kerja siap di tapak.

4.6.2 Kontraktor juga hendaklah mengganti atau membaiki peralatan yang cacat atau rosak dalam tempoh tanggungan kecacatan tersebut.

5.0 KEMUDAHAN PERHUBUNGAN

5.1 Untuk memastikan perkhidmatan kerja tersebut berjalan lancar, kontraktor adalah dikehendaki menyediakan kemudahan perhubungan seperti menyediakan talian 'hot line' atau kaedah-kaedah lain yang bersesuaian.

5.2 Pihak kontraktor perlu menyediakan dua (2) set komputer riba yang terkini di mana peralatan ini akan disimpan dan digunakan oleh Pegawai Penguasa atau wakil bagi tujuan pemantauan kerja.

6.0 LATIHAN/KURSUS

6.1 Penender yang berjaya adalah diwajibkan untuk mengadakan dua sesi latihan/kursus yang berkaitan dan bersesuaian untuk tiga puluh lima (35) orang pegawai/kakitangan penyelenggaraan DBKL sepanjang tempoh kontrak. Segala kos latihan/kursus, pengangkutan, penginapan, makanan dan lain-lain kos yang berkaitan adalah termasuk di dalam dokumen (kos dibiayai/ditanggung sepenuhnya oleh penender yang berjaya).

- 6.2 Program latihan/kursus yang diadakan adalah berkaitan pelaksanaan prosedur kerja yang berkaitan, peralatan kerja, teknologi kejuruteraan terkini, perkongsian kerja-kerja yang pernah dilaksanakan melibatkan rintangan yang dihadapi berserta cadangan penambahbaikan bagi melancarkan lagi kerja-kerja baik pulih ditapak. Program latihan/kursus juga perlulah melibatkan garis panduan keselamatan dan kesihatan kerja di tapak bina.
- 6.3 Pihak kontraktor adalah diwajibkan untuk menyediakan segala kertas kerja dan modul latihan/kursus (handout) yang berkaitan sepanjang tempoh latihan/kursus.

7.0 TUNTUTAN BAYARAN KEMAJUAN PROJEK

- 7.1 Kontraktor hendaklah mengemukakan segala tuntutan bayaran kemajuan projek beserta semua dokumen sokongan (inbois dan lain-lain) dalam tempoh tujuh (7) hari selepas Sijil Bayaran Kemajuan diterima oleh kontraktor.
- 7.2 Kegagalan mengemukakan tuntutan dalam tempoh yang ditetapkan memberi hak kepada Pegawai Penguasa untuk mengenakan penalti atau tidak memproses sebarang pembayaran bagi setiap kerja tersebut. Kelewatan ini juga boleh menjejaskan penilaian prestasi kontraktor bagi tender yang akan datang.
- 7.3 Setiap tuntutan bayaran kemajuan hendaklah dikemukakan dalam tahun yang sama berdasarkan tarikh siap sebenar bagi setiap kerja yang dilaksanakan.

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), KUALA LUMPUR**

BAHAGIAN 7. RINGKASAN TENDER

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 denganya. 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 pengurusan dalam turun naik harga tidak akan diambilkira dalam menentukan Jumlah Harga Kontrak Muktamad.

DEWAN BANDARAYA KUALA LUMPUR
 JABATAN PEMBANGUNAN KOMUNITI DAN KESEJAHTERAAN BANDAR

RINGKASAN TENDER

CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), 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/6 | |
| 2. | EXTERNAL FAÇADE REPAINTING WORKS | BQ/8 | |
| 3. | PROVISIONAL SUM | BQ/9 | RM150,000.00 |
| JUMLAH HARGA TAWARAN DIBAWA KE BORANG TENDER (FT/2 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 : _____ Tandatangan Saksi : _____
 Nama Petender : _____ Nama Saksi : _____
 Nama Syarikat : _____ Nama Syarikat : _____
 Alamat Syarikat : _____ Alamat Syarikat : _____

 Tarikh : _____ Tarikh : _____
 Telefon : _____ Telefon : _____
 Fax : _____ Fax : _____
 : _____ : _____

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), KUALA LUMPUR

BAHAGIAN 8. SENARAI KUANTITI

- i. PREAMBLES TO BQ
- ii. BILL OF QUANTITY
- iii. JADUAL KADAR HARGA

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 several items including the following unless expressly stated otherwise:

- i) Labour and all costs in connection therewith.
- ii) The supply of materials, goods, 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, overbreak 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 apparatuses during the progress of work 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.
- 7.2 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.

7.3 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. |

8.0 General Principles

8.1 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 MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
KUALA LUMPUR**

SENARAI KUANTITI

| 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 work. 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 dimensions shall be followed in preference to scaled dimensions and all dimensions and particulars shall be taken from the actual works.</p> <p>4. Expedition 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> <p>5. Contractor's Storage and Worker's Accommodation 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.</p> | |
| | c/f : | |

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
KUALA LUMPUR**

| BIL | DESCRIPTION | AMOUNT (RM) |
|-----|--|----------------|
| A | <p><u>PRELIMINARIES (Cont'd)</u> b/f :</p> <p><u>GENERAL (Cont'd)</u></p> <p>5. Contractor's Storage and Worker's Accommodation (Cont'd) 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>6. Signboard The contractor shall provide and erect Two (2) signboard on substantial mild steel frame as per drawings. The exact wording and citing shall be as directed by the Superintending Officer.</p> <p>7. Insurance The contractor will be 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> <p>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) Workmen's 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). | |
| | c/f : | |

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
KUALA LUMPUR**

| BIL | DESCRIPTION | AMOUNT (RM) |
|-----|--|----------------|
| A | <p><u>PRELIMINARIES (Cont'd)</u> b/f :</p> <p><u>GENERAL (Cont'd)</u></p> <p>7. Insurance (Cont'd) 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>8. Employees Sosial Security Act, 1969 (SOCSO)</p> <p>(a) Provided the Contractor will not be required to take out any workmen's 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.</p> <p>(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.</p> <p>(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> <p>i) Withhold all payments which would otherwise be due the contractor under this contract and out of such moneys so withheld satisfy any claims for compensation by workmen that would have been borne by SOCSO had the contractor not made default in maintaining the contribution and or</p> | |
| | c/f : | |

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
KUALA LUMPUR**

| BIL | DESCRIPTION | AMOUNT (RM) |
|-----|--|----------------|
| A | <p><u>PRELIMINARIES (Cont'd)</u> b/f :</p> <p><u>GENERAL (Cont'd)</u></p> <p>8. Employees Sosial Security Act, 1969 (SOCSO) (Cont'd)</p> <p>ii) Pay such contributions have become due and remain unpaid and deduct the amount of such contributions from any moneys due or become due to the contractor.</p> <p>(d) Nothing in this clause shall be construed to take away or to waive or in any manner to modify the right of the Datuk Bandar to be indemnified by the Contractor in respect of all compensation, costs and other expenses whatsoever which by reason of the Contractor default or otherwise become payable by the Datuk Bandar under the said Legislation or other Law.</p> <p>(e) The Contractor shall also, effect an Employers Liability Insurance Policy to indemnify the Contractor the sub-contractors (provided there is no workmen's compensation insurance in force) and the Datuk Bandar including all servants of the Datuk Bandar against any liability arising out of claims by any and every workmen employed for the purpose of the performance of this contract under common law and by the Social Security Organisation by virtue of Section of the Social Security Art, 1969.</p> <p>(f) If the Contractor is contributing to SOCSO, it is deemed that he has included his contributions into the Preliminaries item.</p> <p>9. Performance Bond</p> <p>The contractor will be required to submit a Performance Bond with the Datuk Bandar for the sum of 5% of the Contract Value, discharge from bond being made 12 months after expiry of Defect Liability Period.</p> <p>The Performance Bond shall be in the form of a Bank Guarantee of Insurance Guarantee from an approved Insurance Company registered in Malaysia, on guarantee forms approved by Dewan Bandaraya Kuala Lumpur.</p> | |
| | c/f : | |

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
KUALA LUMPUR**

| BIL | DESCRIPTION | AMOUNT (RM) |
|-----|---|----------------|
| A | <p><u>PRELIMINARIES (Cont'd)</u> b/f :</p> <p><u>GENERAL (Cont'd)</u></p> <p>10. Progress Reports The contractor shall allow for preparing and submitting to the Superintending Officer and building team, two (2) copies of monthly progress reports (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.</p> <p>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.</p> <p>All progress photographs shall be properly compiled and dated in an album to form part of the monthly report submission.</p> <p>11. 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 meeting.</p> <p>12. 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>13. 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.</p> <p>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 MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
KUALA LUMPUR**

| BIL | DESCRIPTION | AMOUNT (RM) |
|-----|---|----------------|
| A | <p><u>PRELIMINARIES (Cont'd)</u> b/f :</p> <p><u>GENERAL (Cont'd)</u></p> <p>14. 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>15. Temporary Hoarding The Contractor shall provide for the S.O. or his representatives and Consultants the hoarding.</p> <p>16. Tools, Equipment & Machinery The Contractor shall provide suitable method for repainting high-rise buildings. Including the use of machineries such as mast climbers, abseiling, scaffolding, gondola, sky lift etc.</p> <p>17. Proposal Design The Contractor shall provide at least three (3) proposal colour scheme design of external wall painting. Including proposed 3D design, slide presentation, perspective drawing etc.</p> <p>18. Supervision Equipment For monitoring purposes, the Contractor must provide two (2) nos laptop with suitable specification where this equipment will be kept by Superintendent Officer.</p> <p>19. Training Course The Contractor must conduct two (2) training/course session for thirty-five (35) DBKL maintenance officers/staff throughout the contract period. All training/course costs, transportation, accommodation, food and other related costs are included in the document (costs fully funded/borne by the successful tenderer).</p> <p>20. Site Equipment for the S.O. and S.O.'s Representative</p> <ul style="list-style-type: none"> (i) Safety Helmet – 5 Nos (ii) Safety Shoes – 5 Pairs (iii) Laser Measurement (iv) Roller Measuring Wheel (v) Protimeter (Moisture Test) (vi) Crack Width Ruler (vii) Digital Vernier Caliper (viii) Ultrasonic Paint Thickness Gauge | |
| | Jumlah dibawa ke Ringkasan Tender (M/S RT/2) | |

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
KUALA LUMPUR**

| BIL | DESCRIPTION | UNIT | QTY | RATE (RM) | AMOUNT (RM) |
|-----|---|------|-----|-----------|-------------|
| B | <p><i>(All quantity are provisional and subject to remeasurement)</i></p> <p><u>REPAINTING WORKS</u></p> <p><u>SUPPLY & APPLY EXTERNAL REPAINTING WORKS</u></p> <p><i>Presented below is the scope of works to be undertaken for each designated painting area. Tenderers are required to provide prices for Item 1 and Item 2 only. All remaining items shall be deemed included in the overall rates.</i></p> <p>Surface Preparation</p> <ol style="list-style-type: none"> i. To remove invasive tree/self-seeded tree at the surface of the building ii. To treat fungus growing area with fungicidal wash chemical iii. To remove existing loose paint with waterjet / sanding method iv. To patch hair crack lines (< 0.3mm) with single-component water-based liquid-applied elastomeric waterproofing coating paint. v. To patch crack lines (> 0.3mm) with crack filler materials. vi. To plaster back any broken / chipped off cement plastering of spray texture. <p>Cemented Surface: Painting Coating System</p> <ol style="list-style-type: none"> i. To apply One (01) Coat of Wall Sealer. ii. To apply Two (02) Coats of Weatherbond (Arcrylic Based) Exterior Wall Finish Paint. <p>Metal/Wood Surfaces: Painting Coating System</p> <ol style="list-style-type: none"> i. To apply One (01) Coat of Red Oxide Primer or equivalent. ii. To apply Two (02) Coats of gloss finishing paint. | - | - | - | - |
| | | | | | |

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
KUALA LUMPUR**

| BIL | DESCRIPTION | UNIT | QTY | RATE (RM) | AMOUNT (RM) |
|-----------|---|------|-----|--------------|----------------|
| | <i>(All quantity are provisional and subject to remeasurement)</i> | | | | |
| B. | <u>REPAINTING WORKS (Cont'd)</u> | | | | |
| | <u>SUPPLY & APPLY EXTERNAL REPAINTING WORKS (Cont'd)</u> | | | | |
| 1. | Blok C, PPR Kg Muhibbah <i>(Including Bilik Jana Kuasa, Rumah Pam and Wakaf)</i> | Blok | 1 | | |
| 2. | Blok D, PPR Kg Muhibbah <i>(Including Bilik Jana Kuasa, Rumah Pam and Wakaf)</i> | Blok | 1 | | |
| | *Remark: External wall including corridor, balcony, staircase, door, door/window frame, ceiling, lift lobby, pipeline etc. | | | | |
| | **Product warranty & guarantee from supplier AT LEAST 10 YEARS | | | | |
| | Jumlah dibawa ke Ringkasan Tender (M/S RT/2) | | | | |

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
KUALA LUMPUR**

| BIL | DESCRIPTION | AMOUNT (RM) |
|-----|---|---|
| C. | <p><i>(All quantity are provisional and subject to remeasurement)</i></p> <p><u>PROVISIONAL SUM</u></p> <p>Kerja-kerja luar jangka / kecemasan bergantung kepada keperluan dan arahan daripada Pegawai Penguasa tertaluk kepada bilangan sebenar.</p> <ol style="list-style-type: none"> 1. Kerja-kerja Saluran Air Hujan / Gutter 2. Kerja-kerja Kalis Air 3. Kerja-kerja Paip 4. Kerja-kerja Besi / Railing 5. Kerja-kerja Siling <p>Nota :- "PROVISIONAL" hanya akan digunakan atas arahan Pegawai Penguasa secara bertulis dan jika tidak digunakan sama ada separuh atau keseluruhannya, jumlah ini akan ditolak daripada jumlah harga Kontrak.</p> | <p>55,000.00</p> <p>50,000.00</p> <p>30,000.00</p> <p>10,000.00</p> <p>5,000.00</p> |
| | Jumlah dibawa ke Ringkasan Tender (M/S RT/2) | 150,000.00 |

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA
BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), KUALA LUMPUR**

Nota :-

- 1 Item dalam Jadual Kadar Harga berikut adalah item yang tiada dalam Senarai Kuantiti.
- 2 Harga tersebut akan digunakan untuk perkara Provisional Sum dan Arahan Perubahan sekiranya ada.

ITEM JADUAL KADAR HARGA

A - SALURAN AIR HUJAN / GUTTER

B - KALIS AIR

C - PAIP

D - BESI / RAILING

E - SILING

JADUAL KADAR HARGA

| KOD | LOKASI, KETERANGAN KERJA & MAKLUMAT BAHAN-BAHAN | UNIT | KADAR HARGA (RM) |
|----------|---|----------------|------------------|
| A | SALURAN AIR HUJAN / GUTTER | | |
| A001 | Membuka dan menanggal serta membuang saluran air hujan yang lama/rosak. | m | 4.00 |
| A002 | Membekal dan mengganti/memasang baru saluran air (gutter) jenis G.I separuh bulatan 100mm dia, 0.7mm tebal dilekatkan pada tumpu kasau dengan pendakap di setiap 900mm termasuk liku dan spout | m | 31.00 |
| A003 | Membekal dan mengganti/memasang baru saluran air (gutter) jenis G.I separuh bulatan 150mm dia, 0.7mm tebal dilekatkan pada tumpu kasau dengan pendakap di setiap 900mm termasuk liku dan spout | m | 43.00 |
| A004 | Membekal dan mengganti/memasang baru saluran air (gutter) jenis G.I separuh bulatan 230mm dia, 0.7mm tebal dilekatkan pada tumpu kasau dengan pendakap di setiap 900mm termasuk liku dan spout | m | 58.00 |
| A005 | Membekal dan mengganti/memasang baru saluran air (gutter) jenis G.I. berbentuk segi empat 230mm x 175mm x 100mm 0.7 mm tebal dilekatkan pada tumpu kasau dengan pendakap disetiap 900mm termasuk liku dan spout serta dicat satu lapis ` primer red oxide ' dan dua lapisan cat kilat (gloss) | m | 45.00 |
| A006 | Membekal dan mengganti/memasang baru saluran air (gutter) jenis G.I. berbentuk segi empat 230mm x 175mm x 175mm 0.7 mm tebal dilekatkan pada tumpu kasau dengan pendakap disetiap 900mm termasuk liku dan spout serta dicat satu lapis ` primer red oxide ' dan dua lapisan cat kilat (gloss) | m | 45.00 |
| A007 | Membekal dan mengganti/memasang baru saluran air (gutter) jenis G.I. berbentuk segi empat 380mm x 250mm x 250mm 0.7 mm tebal dilekatkan pada tumpu kasau dengan pendakap disetiap 900mm termasuk liku dan spout serta dicat satu lapis ` primer red oxide ' dan dua lapisan cat kilat (gloss) | m | 75.00 |
| A008 | Membekal dan mengganti/memasang baru saluran air (gutter) jenis UPVC separuh bulatan 150mm dia termasuk dengan penyambung 'snap' | m ² | 21.00 |
| A009 | Membekal dan mengganti/memasang baru saluran air (gutter) jenis UPVC berbentuk segiempat 175mm tinggi x 150mm lebar termasuk dengan penyambung 'snap' | m | 26.00 |
| A010 | Membekal dan mengganti/memasang baru saluran air (gutter) tetapi jenis UPVC berbentuk segiempat 250mm tinggi x 230mm lebar termasuk dengan penyambung 'snap' | m | 36.00 |

| KOD | LOKASI, KETERANGAN KERJA & MAKLUMAT BAHAN-BAHAN | UNIT | KADAR HARGA (RM) |
|------|---|------|------------------|
| A011 | Membekal dan mengganti/memasang baru paip air hujan (rainwater down pipe) jenis G.I. 100mm dia 0.7mm tebal siap dengan sambungan socket dan dipasang pada dinding dengan paku paip, pemegang paip atau pendakap | m | 29.00 |
| A012 | Membekal dan mengganti/memasang baru paip air hujan (rainwater down pipe) jenis G.I. 150mm dia 0.7mm tebal siap dengan sambungan socket dan dipasang pada dinding dengan paku paip, pemegang paip atau pendakap | m | 18.00 |
| A013 | Membekal dan mengganti/memasang baru paip air hujan (rainwater down pipe) jenis G.I. 230mm dia 0.7mm tebal siap dengan sambungan socket dan dipasang pada dinding dengan paku paip, pemegang paip atau pendakap | m | 48.00 |
| A014 | Membekal dan mengganti/memasang baru paip air hujan (rainwater down pipe) jenis UPVC 150mm dia. tidak termasuk liku, penahan hujan serta kepala air keluar yang dikira berasingan | m | 28.00 |
| A015 | Membekal dan mengganti/memasang baru paip air hujan (rainwater down pipe) jenis UPVC 230mm dia. tidak termasuk liku, penahan hujan serta kepala air keluar yang dikira berasingan | m | 34.00 |
| A016 | Penahan hujan untuk UPVC 150mm | Bil. | 13.00 |
| A017 | Penahan hujan untuk UPVC 230mm | Bil | 16.00 |
| A018 | Kepala air keluar (down spout head) untuk UPVC 150mm | Bil | 90.00 |
| A019 | Kepala air keluar (down spout head) untuk UPVC 230mm | Bil | 110.00 |

| KOD | LOKASI, KETERANGAN KERJA & MAKLUMAT BAHAN-BAHAN | UNIT | KADAR HARGA (RM) |
|----------|---|----------------|------------------|
| B | KALIS AIR | | |
| B001 | Membekal dan memasang siap dua lapisan bahan kalis air jenis "Expandite Mulseal" siap "Glass Fibre reinforcement mesh fabric" atau setanding dengannya untuk bumbung konkrit rata (R.C. Flat Roof). | m ² | 95.00 |
| B002 | Kerja-kerja menampal kebocoran pada sekeliling sudut siling bilik air dan tandas dengan bahan kalis air Powdax-S dan Powdax-Rp atau setanding dengannya serta kerja mengecat. | L/s | 400.00 |

| KOD | LOKASI, KETERANGAN KERJA & MAKLUMAT BAHAN-BAHAN | UNIT | KADAR HARGA (RM) |
|------|--|----------------|------------------|
| B003 | Kerja-kerja menyediakan semua permukaan metal decking, G.I gutter, dan semua permukaan logam untuk menerima 1 lapis lapisan primer dan 2 lapisan "BAEUR Epoxy Coatings" atau setanding dengannya. | m ² | 137.00 |
| B004 | Kerja-kerja menyediakan semua permukaan dengan waterjetting dan membersihkan semua jenis permukaan metal-decking, G.I. gutter, tangki-air, permukaan logam untuk menerima [1] lapis lapisan primer dan [2] dua lapisan "Chosui Epoxy Coating" atau bahan kalis air yang setaraf jenis acrylic (termasuk kerja-kerja penyambungan). | m ² | 82.00 |

| C | KERJA-KERJA PAIP | | |
|------|---|---|--------|
| C001 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip G.I kelas C siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip G.I bersaiz 12mm dia. | m | 68.00 |
| C002 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip G.I kelas C siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip G.I bersaiz 18mm dia. | m | 71.00 |
| C003 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip G.I kelas C siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip G.I bersaiz 25mm dia. | m | 81.00 |
| C004 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip G.I kelas C siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip G.I bersaiz 38mm dia. | m | 118.00 |
| C005 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip G.I kelas C siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip G.I bersaiz 50mm dia. | m | 147.00 |
| C006 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip G.I kelas C siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip G.I bersaiz 68mm dia. | m | 162.00 |
| C007 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip G.I kelas C siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip G.I bersaiz 75mm dia. | m | 178.00 |

| KOD | LOKASI, KETERANGAN KERJA & MAKLUMAT BAHAN-BAHAN | UNIT | KADAR HARGA (RM) |
|------|--|------|------------------|
| C008 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip G.I kelas C siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip G.I bersaiz 100mm dia. | m | 285.00 |
| C009 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip G.I kelas C siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip G.I bersaiz 150mm dia. | m | 315.00 |
| C010 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip UPVC/PVC siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip UPVC/PVC bersaiz 12mm dia. | m | 10.00 |
| C011 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip UPVC/PVC siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip UPVC/PVC bersaiz 18mm dia. | m | 11.00 |
| C012 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip UPVC/PVC siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip UPVC/PVC bersaiz 25mm dia. | m | 12.00 |
| C013 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip UPVC/PVC siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip UPVC/PVC bersaiz 38mm dia. | m | 14.00 |
| C014 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip UPVC/PVC siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip UPVC/PVC bersaiz 50mm dia. | m | 38.00 |
| C015 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip UPVC/PVC siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip UPVC/PVC bersaiz 75mm dia. | m | 62.00 |
| C016 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip UPVC/PVC siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip UPVC/PVC bersaiz 100mm dia. | m | 97.00 |
| C017 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip UPVC/PVC siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip UPVC/PVC bersaiz 150mm dia. | m | 188.00 |
| C018 | Kerja-kerja membuka peralatan lama, bekal dan ganti baru paip UPVC/PVC siap dengan peralatan penyambungan seperti soket, elbow, tee dan lain-lain untuk paip UPVC/PVC bersaiz 200mm dia. | m | 278.00 |

| KOD | LOKASI, KETERANGAN KERJA & MAKLUMAT BAHAN-BAHAN | UNIT | KADAR HARGA (RM) |
|------|--|------|------------------|
| | STOP COCK | | |
| C019 | Kerja-kerja membuka peralatan lama, membekal dan mengganti baru stop cock atau Gate-Valve Heavy Duty jenis tembaga 12mm | Bil. | 30.00 |
| C020 | Kerja-kerja membuka peralatan lama, membekal dan mengganti baru stop cock atau Gate-Valve Heavy Duty jenis tembaga 18mm | Bil. | 36.00 |
| C021 | Kerja-kerja membuka peralatan lama, membekal dan mengganti baru stop cock atau Gate-Valve Heavy Duty jenis tembaga 25mm | Bil. | 40.00 |
| C022 | Kerja-kerja membuka peralatan lama, membekal dan mengganti baru stop cock atau Gate-Valve Heavy Duty jenis tembaga 50mm | Bil. | 81.00 |
| C023 | Kerja-kerja membuka peralatan lama, membekal dan mengganti baru stop cock atau Gate-Valve Heavy Duty jenis tembaga 75mm | Bil. | 162.00 |
| C024 | Kerja-kerja membuka peralatan lama, membekal dan mengganti baru stop cock atau Gate-Valve Heavy Duty jenis tembaga 100mm | Bil. | 202.00 |
| C025 | Kerja-kerja membuka peralatan lama, membekal dan mengganti baru stop cock atau Gate-Valve Heavy Duty jenis tembaga 150mm | Bil. | 274.00 |

| KOD | LOKASI, KETERANGAN KERJA & MAKLUMAT BAHAN-BAHAN | UNIT | KADAR HARGA (RM) |
|----------|---|------|------------------|
| D | BESI / RAILING | | |
| D001 | Kerja-kerja menyimen tiang m.s. besi kedalam lantai konkrit termasuk 4 Bil. M.S. anchor bolt M.S. plate dan kerja kimpalan. | Bil. | 68.00 |
| D002 | Membuka yang lama, bekal dan pasang railing dari besi M.S tubing 12mm -- O- kelas A termasuk memotong, membengkok, mengimpal dan mengecat satu lapis cat primer dan dua lapisan cat gloss. | m | 31.00 |
| D003 | -sama- M.S tubing 20 mm - O -sama- | m | 39.00 |
| D004 | -sama- M.S tubing 25 mm - O -sama- | m | 56.00 |
| D005 | -sama- M.S tubing 30 mm - O -sama- | m | 74.00 |

| KOD | LOKASI, KETERANGAN KERJA & MAKLUMAT BAHAN-BAHAN | UNIT | KADAR HARGA (RM) |
|------|---|------|------------------|
| D006 | -sama- M.S tubing 38 mm - O -sama- | m | 97.00 |
| D007 | -sama- M.S tubing 50 mm - O -sama- | m | 100.00 |
| D008 | -sama- M.S tubing 63 mm - O -sama- | m | 104.00 |
| D009 | -sama- M.S tubing 75 mm - O -sama- | m | 112.00 |
| D010 | -sama- M.S tubing 100 mm - O -sama- | m | 155.00 |
| D011 | -sama- M.S tubing 125 mm - O -sama- | m | 233.00 |
| D012 | -sama- M.S tubing 150 mm - O -sama- | m | 300.00 |
| D013 | Membekal dan memasang baru M.S. round bar 12mm - O termasuk memotong, membengkok mengimpal dan mengecat satu lapisan cat primer oxide dan dua lapisan cat gloss. | m | 19.00 |
| D014 | -sama- M.S.round bar 20mm - O -sama- | m | 48.00 |
| D015 | -sama- M.S.round bar 25mm - O -sama- | m | 71.00 |
| D016 | -sama- M.S.round bar 38mm - O -sama- | m | 131.00 |
| D017 | Membekal dan memasang M.S. hollow section 900mm x 900mm - 2.3mm tebal, harga termasuk kerja-kerja memotong, membengkok, mengimpal dan mengecat satu lapis cat primer oxide dan dua lapis cat kilat. | m | 54.00 |
| D018 | Membekal & memasang M.S. Hollow rectangular section 25mm x 50mm – 1.0mm tebal termasuk kerja-kerja membengkok, mengimpal dan mengecat satu lapis cat-primer oxide dan dua lapis cat-kilat. | m | 19.00 |
| D019 | Membekal & memasang M.S. Hollow rectangular section 25mm x 50mm – 1.2mm tebal termasuk kerja-kerja membengkok, mengimpal dan mengecat satu lapis cat-primer oxide dan dua lapis cat-kilat. | m | 26.00 |
| D020 | Membekal & memasang M.S. Hollow rectangular section 25mm x 50mm – 2.3mm tebal termasuk kerja-kerja membengkok, mengimpal dan mengecat satu lapis cat-primer oxide dan dua lapis cat-kilat. | m | 42.00 |

| KOD | LOKASI, KETERANGAN KERJA & MAKLUMAT BAHAN-BAHAN | UNIT | KADAR HARGA (RM) |
|------|--|------|------------------|
| D021 | Membekal & memasang M.S.Hollow rectangular section 38mm x 63mm x 1.6mm tebal termasuk kerja membengkok, mengimpal dan mengecat satu lapis cat-primer oxide dan dua lapis cat-kilat. | m | 44.00 |
| D022 | Membekal & memasang M.S. Hollow rectangular section 38mm x 63mm x 2.3mm tebal termasuk kerja membengkok, mengimpal dan mengecat satu lapis cat-primer oxide dan dua lapis cat-kilat. | m | 72.00 |
| D023 | Membekal & memasang M.S. Hollow rectangular section 50mm x 50mm x 2.3mm tebal termasuk kerja membengkok, mengimpal dan mengecat satu lapis cat-primer oxide dan dua lapis cat-kilat. | m | 77.00 |
| D024 | Membekal & memasang M.S. Hollow rectangular section 50mm x 100mm x 2.3mm tebal termasuk kerja membengkok, mengimpal dan mengecat satu lapis cat-primer oxide dan dua lapis cat-kilat. | m | 130.00 |
| D025 | Membekal dan memasang baru M.S. square tube 12mm- x 990mm- panjang termasuk mengimpal untuk railing balkoni, korridor dan tangga termasuk memotong, membengkok dan mengecat | m | 27.00 |
| D026 | -sama- M.S. square tube 15mm- x 15mm- - 1.2mm tebal - sama- | m | 15.00 |
| D027 | -sama- M.S. square tube 20mm- x 20mm- - 1.2mm tebal - sama- | m | 20.00 |
| D028 | -sama- M.S. square tube 25mm- x 25mm- - 1.6mm tebal - sama- | m | 26.00 |
| D029 | -sama- M.S. square tube 32mm- x 32mm- - 1.2mm tebal - sama- | m | 30.00 |
| D030 | -sama- M.S. square tube 32mm- x 32mm- - 1.6mm tebal - sama- | m | 33.00 |
| D031 | -sama- M.S. square tube 38mm- x 38mm- - 1.2mm tebal - sama- | m | 37.00 |
| D032 | -sama- M.S. square tube 38mm- x 38mm- - 1.6mm tebal - sama- | m | 43.00 |
| D033 | -sama- M.S. square tube 50mm- x 50mm- - 1.6mm tebal - sama- | m | 71.00 |
| D034 | -sama- M.S. square tube 50mm- x 50mm- - 2.3mm tebal - sama- | m | 92.00 |

| KOD | LOKASI, KETERANGAN KERJA & MAKLUMAT BAHAN-BAHAN | UNIT | KADAR HARGA (RM) |
|----------|--|----------------|------------------|
| E | SILING | | |
| E001 | Membuka dan membuang peralatan lama, membekal dan memasang baru siling dari jenis Asbestos Free serta dicat. | m ² | 34.00 |
| E002 | Membekal dan membuang peralatan lama membekal dan memasang baru siling dari jenis softboard serta dicat. | m ² | 40.00 |
| E003 | Membekal dan memasang siling jenis gantung lengkap dengan kerangka dari aluminium, dawai dan hook jenis siling ditentukan oleh Pegawai Penguasa. | m ² | 89.00 |
| E004 | Menampal, membaiki dinding/siling yang rosak dan berlubang dengan menggunakan polyfiller. | LS | 66.00 |

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C
DAN BLOK D), KUALA LUMPUR**

BAHAGIAN 9. SPESIFIKASI

- i. SPESIFIKASI AM**
- ii. SPESIFIKASI TEKNIKAL**

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

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), KUALA
LUMPUR**

SPESIFIKASI AM

Kandungan :

- 1.0 Kontrak
- 2.0 Bidang kerja
- 3.0 Perubahan
- 4.0 Membekal
- 5.0 Kecacatan ke atas bahan
- 6.0 Bahan dan mutu
- 7.0 Kawalan
- 8.0 Kebersihan di tempat kerja/tapak kerja sekeliling
- 9.0 Insurans
- 10.0 Pendaftaran / rekod pekerja
- 11.0 Kemajuan kerja dan penamatan kontrak
- 12.0 Tempoh tanggungan kecacatan
- 13.0 Masa dalam tanggungan kecacatan
- 14.0 Pencemaran sekeliling dan kesihatan awam
- 15.0 Pekerja-pekerja
- 16.0 Mengurangkan kesukaran kepada orang awam
- 17.0 Notis keselamatan
- 18.0 Kawalan keselamatan kepada orang awam

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), KUALA
LUMPUR**

SPESIFIKASI AM

- 19.0 Mengganti dan memperbaiki kepada kerosakan struktur lantai dan dinding bangunan
- 20.0 Setor tempat menyimpan barang-barang
- 21.0 Penyudahan

SPESIFIKASI AM

1.0 Kontrak:

- 1.1 Borang Perjanjian dan Syarat-Syarat Kontrak dan penentuan yang akan digunakan adalah yang biasa digunakan oleh pihak Datuk Bandar untuk kerja-kerja seperti ini.

2.0 Bidang Kerja:

- 2.1 Membekal, menghantar bahan dan alat-alat bagi menjalankan kerja-kerja seperti yang tercatat di dalam spesifikasi dan senarai kuantiti.

3.0 Perubahan:

- 3.1 Kontraktor tidak dibenarkan membuat perubahan, meninggalkan atau menambah apa-apa yang tidak tercatat di dalam penentuan tanpa kebenaran bertulis dari Pengarah Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar.

4.0 Membekal:

- 4.1 Kontraktor mestilah membekal segala peralatan-peralatan yang diperlukan bagi peralatan menjalankan kerja-kerja yang tercatat di dalam "Penentuan". Kontraktor tidak dibenarkan menukar apa-apa bahan yang telah diluluskan oleh Pegawai Penguasa untuk digunakan di tapak dengan bahan lain yang rendah mutunya atau dari pembuat yang lain yang tidak pernah diluluskan oleh Pegawai Penguasa.

5.0 Kecacatan Ke Atas Bahan Kerja:

- 5.1 Keseluruhan penentuan mestilah dipatuhi ke atas kerja dan segala kerja-kerja atau perkhidmatan dan bahan-bahan yang didapati mempunyai kecacatan oleh Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar atau Pegawai Penguasa mestilah dikeluarkan daripada tapak kerja dalam tempoh 24 jam dan segala kerja-kerja yang mempunyai kecacatan mestilah dibaiki atau ditukar.

6.0 Bahan Dan Mutu:

- 6.1 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 Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar untuk kelulusan.

7.0 Kawalan:

- 7.1 Semasa kerja-kerja dijalankan, bahan-bahan di tapak kerja, alat-alat perabot dan benda-benda perseorangan yang dimiliki oleh penghuni mestilah dikawal dari kerosakan disebabkan oleh api, cuaca, kecuaiannya 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.
- 7.2 Kontraktor-kontraktor adalah bertanggungjawab ke atas semua kerja-kerja semasa ianya dijalankan dan sehingga kerja-kerja tersebut disahkan sebagai siap dengan memuaskan oleh Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar.

8.0 Kebersihan Di Tempat Kerja / Tapak Kerja Sekeliling:

- 8.1 Setiap hari sebelum Kontraktor menamatkan kerja-kerja hariannya, tapak kerja mestilah bersih dari segala sampah dan kotoran dari kerja-kerja kontraktor. Semua longkang dan 'apron' mestilah disapu dengan bersih dari simen, pasir, ketul-ketul batu atau habuk. Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar atau pegawai Penguasa berhak memanggil mana-mana Kontraktor atau orang perseorangan untuk membersihkan kawasan tapak yang tidak teratur atau dipenuhi dengan sampahsarap dan segala kos yang terbabit dari kerja-kerja pembersihan tersebut akan dikenakan ke atas kontraktor asal.

9.0 Insurans:

- 9.1 Kontraktor adalah bertanggungjawab ke atas semua kemalangan kepada orang perseorangan atau harta Datuk Bandar atau penghuni yang disebabkan oleh kecuaiannya Kontraktor semasa menjalankan kerja-kerja.
- 9.2 Pihak Kontraktor adalah bertanggungjawab di atas apa-apa tanggungan ke atas Datuk Bandar di bawah para ini dan mesti mendapatkan perlindungan insurans terhadap apa-apa risiko dalam hal-hal ini. Dalam tempoh 7 hari dari hari pemberitahu tawaran kerja-kerja, pihak Kontraktor mestilah menunjukkan bahawa ianya telah mendapatkan perlindungan insurans yang sah dan diterima oleh Datuk Bandar terhadap apa-apa tanggungan ke atas kerosakan, pampasan denda atau penalti yang mana mungkin dituntut atau boleh dibuat bayaran di bawah Ordinan Pampasan Pekerja (Workmen's Compensation Ordinance) atau lain-lain ordinan. Polisi Insurans mestilah tamat setelah kontrak ini tamat dengan memuaskan.

10.0 Pendaftaran / Rekod Pekerja:

10.1 Kontraktor dikehendaki menyediakan rekod pendaftaran kerja. Pegawai Penguasa berhak memeriksa bila-bila masa rekod-rekod berkenaan. Pendaftaran pekerja hendaklah disediakan sebelum kerja-kerja dimulakan dan dikemaskini dari masa ke semasa.

11.0 Kemajuan Kerja Dan Penamatan Kontrak:

11.1 Datuk Bandar berhak untuk menamatkan Kontrak selepas 7 hari notis bertulis Kontrak kepada Kontraktor dan akan menjalankan kerja-kerja seterusnya di bawah kontrak yang baru atau dengan cara apapun tanpa apa-apa bayaran gantirugi (compensation) sekiranya kemajuan kerja difikirkan tidak memuaskan oleh Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar.

11.2 Kontraktor dikehendaki menyediakan diari kerja harian yang mengandungi bilangan pekerja dengan jawatannya, kawasan dan jenis kerja yang dibuat. Bilangan tong cat yang telah digunakan hendaklah ditandatangani oleh Pegawai Penguasa pada tiap-tiap hari.

12.0 Tempoh Tanggungan Kecacatan:

12.1 Kontraktor dikenakan tempoh tanggungan kecacatan ke atas kerja-kerja dan bahan-bahan daripada kecacatan selama 1 tahun dari tarikh sijil siap kerja dikeluarkan.

13.0 Masa Dalam Tanggungan Kecacatan:

13.1 Di dalam masa tempoh tanggungan 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.

14.0 Pencemaran Sekeliling Dan Kesihatan Awam:

14.1 Pihak kontraktor tidak dibenarkan menggunakan bahan-bahan yang mengandungi racun atau yang boleh membuat pencemaran sekeliling dan kesihatan awam. Jabatan Pembangunan Komuniti dan Kesejahteraan Bandar berhak mengambil contoh-contoh bahan-bahan yang digunakan untuk menjalankan kerja-kerja.

15.0 Pekerja-Pekerja:

15.1 Pekerja yang menjalankan kerja-kerja mengikut kontrak ini mestilah bekerja sepenuh masa dan hendaklah berdaftar mengikut peraturan CIDB/NOSH.

16.0 Mengurangkan Kesukaran Kepada Orang Awam:

16.1 Kontraktor mestilah menjalankan kerja-kerja dengan mengurangkan kesukaran, tidak menimbulkan apa-apa halangan kepada orang-orang awam dan penghuni-penghuni rumah pangsa dan mestilah mengikut segala arahan-arahan yang diberikan oleh Pegawai Penguasa. Kontraktor mestilah mempamerkan tanda-tanda amaran di dalam empat bahasa dan mengambil langkah-langkah keselamatan sebagaimana diperlukan oleh pihak-pihak yang berkuasa.

17.0 Notis Keselamatan:

17.1 Kontraktor dikehendaki menyediakan notis-notis yang secukupnya untuk memberitahu orang ramai tentang keselamatan mereka.

18.0 Kawalan Keselamatan Kepada Orang Awam:

18.1 Jika mana-mana terdapat 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.

19.0 Mengganti Dan Membaiki Kepada Kerosakan Struktur Lantai Dan Dinding Bangunan:

19.1 Kontraktor mestilah menjalankan kerja-kerja tanpa merosakkan apa-apa bahagian struktur dan bangunan serta harta-benda. Sekiranya terdapat kerosakan, kontraktor mestilah mengganti dan memperbaiki dengan pembiayaannya sendiri.

20.0 Setor Tempat Menyimpan Barang-Barang:

20.1 Kontraktor hendaklah membina sendiri setor bagi menyimpan barang-barang kerja dan cat. Tapak pembinaan hendaklah terlebih dahulu diluluskan sebelum setor tersebut dibina.

20.2 Setor yang dibina hendaklah digunakan hanya untuk menyimpan barang kegunaan kontraktor ini sahaja. Tiada aktiviti lain dibenarkan dijalankan. Ianya hendaklah dirobuhkan apabila kerja-kerja telah siap sempurna dan diarahkan.

20.3 Segala barang-barang di dalam setor adalah menjadi tanggungjawab kontraktor. Datuk Bandar tidak bertanggungjawab ke atas kehilangan dengan apa jua cara barang-barang yang tersimpan di dalam setor berkenaan.

21.0 Penyudahan:

- 21.1 Semua kerosakan atau gangguan yang telah dilakukan oleh kontraktor semasa menjalankan kerja mestilah diperbaiki atau diganti supaya ianya menyerupai asal.
- 21.2 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.

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

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D),
KUALA LUMPUR**

SPESIFIKASI TEKNIKAL

Kerja-kerja yang akan dilaksanakan adalah yang telah dikenalpasti serta disahkan oleh Pegawai Penguasa. Kerja-kerja tersebut mestilah dijalankan selaras dengan penentuan dan spesifikasi yang ditetapkan. Kerja-kerja terlibat yang akan dijalankan di bawah kontrak ini secara ringkas adalah seperti berikut:-

A. KERJA MENGECAT

(1) Cat

Semua jenis cat dan bahan yang digunakan, termasuk Wall Sealer, Cat Weatherbond (berasaskan akrilik), Red Oxide Primer/Primer Antikarat serta Cat Gloss sebagai kemas akhir, hendaklah mendapat kelulusan daripada pembuat atau pengilang. Semua bahan tersebut juga mesti dihantar ke tapak kerja dalam tin asal pengilang dan dalam keadaan belum dibuka.

Semasa kerja-kerja dijalankan, Pegawai Penguasa serta agen pembuat yang berkaitan berhak mengambil sampel cat yang digunakan di tapak kerja bagi tujuan ujian dan pengesahan.

Sekiranya terdapat kerja-kerja yang menggunakan cat atau bahan yang tidak mematuhi penentuan atau spesifikasi, cat atau bahan tersebut hendaklah dikeluarkan dari tapak kerja dan kerja-kerja ulangan hendaklah dilaksanakan semula mengikut arahan Pegawai Penguasa, dengan segala kos ditanggung sepenuhnya oleh kontraktor.

Semua kerja hendaklah mematuhi keperluan pemantauan yang ditetapkan, dan penggunaan cat asas (primer), cat lapisan bawah (undercoat) serta cat penyudah (finishing coat) mestilah daripada pembuat yang sama.

(2) Kawasan Cat

Semua permukaan dinding dan siling di luar unit, termasuk sebarang tampalan atau pembaikan yang perlu dilakukan sebelum kerja mengecat dimulakan. Semua permukaan dinding dan siling hendaklah disediakan, diratakan dan dibersihkan daripada habuk dan kekotoran sebelum aplikasi cat.

Semua kerja kayu, termasuk pintu, tingkap serta jenang, hendaklah disapu dengan cat asas dan dilapisi sehingga mencapai kemas yang seragam.

Semua permukaan besi, sama ada di bahagian luar atau dalam, yang perlu dirawat dengan primer antirarat sebelum aplikasi cat seterusnya.

Semua kerja mengecat hendaklah dilakukan mengikut spesifikasi teknikal, memastikan ketebalan lapisan cat yang mencukupi, kemas yang sekata, serta mematuhi arahan Pegawai Penguasa sepanjang pelaksanaan kerja.

(3) Mencuci Permukaan

Kesemua permukaan siling dan dinding mestilah elok serta semua retak-retak diperbaiki atau ditampal lepa termasuk lubang-lubang paku.

Semua permukaan mestilah bersih dan kering, bebas daripada habuk, kapur, minyak atau gris sebelum melakukan kerja mengecat.

(4) Contoh-Contoh

Contoh warna dan jenis cat untuk warna cat lapisan penyudah mestilah dihantar kepada Pegawai Penguasa untuk kelulusan.

(5) Mengecat

Cat mestilah disapu dengan menggunakan berus yang diluluskan dan dalam keadaan campuran yang baik semasa disapukan. Kerja-kerja mengecat mestilah dijalankan seperti arahan dan setiap lapisan mestilah benar-benar kering sebelum lapisan seterusnya disapukan.

(6) Menggunakan Kanvas

Sebelum menjalankan kerja-kerja mengecat dinding atau tiang, kontraktor mestilah menggunakan kanvas atau guni atau kepingan PVC diletakkan di kawasan kakilima bagi mengelakkan percikan atau tumpahan cat di situ. Kegagalan pihak kontraktor memenuhi syarat ini menyebabkan ianya boleh didenda.

(7) Mengecat Permukaan Dalam

Mengecat keseluruhan dinding permukaan dalam serta siling termasuk semua permukaan yang terlindung dengan menggunakan dua cat lapisan cat emulsion yang diluluskan setaraf dengan menggunakan warna yang diarahkan oleh Pegawai Penguasa.

(8) Menyediakan Permukaan

Semua permukaan kayu dan lepaan mestilah dikikir dengan menggunakan kertas pasir sehingga permukaan menjadi licin. Segala keretakan atau lubang-lubang yang lama mestilah diisikan dengan 'putty' atau segala kerosakan mestilah diperbaiki. Bagi besi/logam mestilah dikikis dengan berus dawai sehingga tiada karat.

(9) **Mengecat Kayu / Besi**

Bagi kerja-kerja mengecat kayu dan besi-besi, 1 lapisan cat asas dan satu lapisan cat alas (undercoat) dari keluaran yang sama atau setaraf mestilah disediakan. Kemudian semua permukaan ini mestilah dicat dengan 2 lapisan cat gloss penyudah seperti di jadual di bawah atau setaraf sepertimana yang diarahkan oleh Pegawai Penguasa. Kerja-kerja hanya boleh dijalankan setelah mendapat arahan daripada Pegawai Penguasa.

(10) **Membersih Kawasan Kerja**

Semua kekotoran, bekas-bekas kerja konkrit, bekas cat dan lebihan bahan binaan mestilah dicuci selepas tamat kerja. Semua tin-tin cat kosong, sampah tinggalan hendaklah dibuang dari tapak kerja setelah kerja-kerja tamat.

(11) **Senarai Cadangan Produk Cat**

Semua petender perlu mengisi butiran produk seperti jenama, jenis serta Pembuat / Pengilang cat seperti di senarai **JADUAL DATA TEKNIKAL / BORANG CADANGAN PETENDER**.

PERINGATAN:

Semua produk yang digunakan perlu mendapatkan surat jaminan produk (warranty & guarantee) daripada pengilang atau pembekal sekurang-sekurangnya **SEPULUH (10) TAHUN** daripada tarikh siap kerja di tapak dan perlu melengkapkan Jadual 1 di bawah.

JADUAL 1 - JAMINAN PRODUK UNTUK KERJA-KERJA MENGECAT

Kontrak ini menetapkan bahawa jaminan produk merupakan salah satu prasyarat utama bagi pemilihan petender yang layak. Oleh itu, petender hendaklah menyediakan jaminan bagi memastikan mutu kerja serta kualiti produk yang ditawarkan mematuhi spesifikasi yang telah ditetapkan.

Pegawai Penguasa menetapkan bahawa jaminan produk hendaklah dimasukkan sebagai salah satu keperluan tender. Sehubungan itu, petender diwajibkan mendapatkan persetujuan awal daripada pengilang atau pembekal bagi memastikan produk yang dicadangkan disertakan dengan tempoh jaminan minimum **SEPULUH (10) TAHUN** dari tarikh kerja siap di tapak.

JAMINAN PRODUK

Nama : _____

Alamat : _____

Produk : _____

Tempoh Jaminan : _____

Terma dan Syarat : _____

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), KUALA LUMPUR**

**BAHAGIAN 10. JADUAL DATA TEKNIKAL / BORANG
CADANGAN PETENDER**

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN LAIN-LAIN
KERJA BERKAITAN DI PPR KG MUHI BBAH
(BLOK C DAN BLOK D), KUALA LUMPUR**

DATA TEKNIKAL

| BIL | PERKARA / SPESIFIKASI | UNIT | CADANGAN PETENDER |
|-----|------------------------------------|------|-------------------|
| 1 | Cat Undercoat | | |
| 2 | Cat Emulsion Pearl Glo | | |
| 3 | Cat Kilat (Gloss) | | |
| 4 | Cat Weathershield | | |
| 5 | Cat Timbertone | | |
| 6 | Cat Primer red Oxide @ Chromate | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |

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 MENGECAT, MENYELENGGARA DAN LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH (BLOK C DAN BLOK D), 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.2/2025))
- Lampiran D* -Senarai dan Tugas Panel Syarikat Insurans/Broker Insurans/Broker Takaful DBKL

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), KUALA LUMPUR**

BAHAGIAN 11. 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 dikehendaknya 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 diakujanji 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 DARI PADA TAMATNYA TARIKH JAMINAN INI , MENGIKUT MANA YANG LEBIH KEMUDI AN.**

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 MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), KUALA LUMPUR**

BAHAGIAN 11. LAMPIRAN B

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

**BO RANG JAMINAN BANK/ JAMINAN SYARIKAT KEWANG AN/
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 (ia itu 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 konsepsi atau tolakan sur 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 tema 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 diatas.

.....
Nama :
Jawatan :

Cop Bank/Syarikat Kewangan/Syarikat Insurans

Dihadapan:
Nama :
Jawatan :

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), KUALA LUMPUR

BAHAGIAN 11. LAMPIRAN C

BORANG MAKLUMAT PETENDER
BRG/JP/BPP(Pind.2/2025)



**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.
- ✓ Sila sertakan maklumat kerja semasa seperti di dalam rekod **Centralised Information Management System (CIMS) CIDB**.

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 disetujui 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

.....
(Tandatangan Saksi) Tarikh:

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 TENDER DBKL 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

(Sila sertakan maklumat kerja di dalam tangan/sedang berjalan dan belum siap termasuk kontrak yang baru diwujudkan seperti di dalam **rekod Centralised Information Management System (CIMS) CIDB**)

Kegagalan petender mengisi maklumat seperti di dalam (CIMS) CIDB boleh menyebabkan tawaran petender **DITOLAK**.

| 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 dilengkapi 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 MENGECAT, MENYELENGGARA DAN
LAIN-LAIN KERJA BERKAITAN DI PPR KG MUHIBBAH
(BLOK C DAN BLOK D), 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 memungkir peruntukan ini.