



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

DOKUMEN SEBUTHARGA

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM
PEPASANGAN KESELAMATAN KEBAKARAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA
HANG TUAH , KERINCHI 1A, SERI PERLIS 2
KUALA LUMPUR**

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DEWAN BANDARAYA KUALA LUMPUR**

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN
KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH ,
KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR
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DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH , KERINCHI 1A, SERI PERLIS 2 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	-
BAHAGIAN 4	BORANG TENDER	✓
BAHAGIAN 5	SYARAT-SYARAT AM KONTRAK (<i>Borang DBKL 203@ 203A {Rev.1/2010}</i>) – (<i>Mana Yang Berkaitan</i>)	-
	ADDENDUM NO. 1 - 8 TO THE CONDITIONS OF CONTRACT	-
BAHAGIAN 6	SKOP KERJA	-
BAHAGIAN 7	RINGKASAN TENDER	✓
BAHAGIAN 8	SENARAI KUANTITI	✓
BAHAGIAN 9	SPESIFIKASI	-
BAHAGIAN 10	JADUAL DATA TEKNIKAL / BORANG CADANGAN PETENDER (jika berkaitan)	✓
BAHAGIAN 11	LAMPIRAN	
<i>Lampiran A</i>	<i>Borang Jaminan Bank/Insurans Untuk Bon Pelaksanaan (Kontrak Kerja)</i>	-
<i>Lampiran B</i>	<i>Borang Jaminan Bank/ Jaminan Syarikat Kewangan / Jaminan Untuk Bayaran Pendahuluan (Kerja)</i>	-
<i>Lampiran C</i>	<i>Borang Maklumat Petender BRG/JP/BPP(Pind.2/2025)</i>	✓
<i>Lampiran D</i>	<i>Senarai dan Tugas Panel Syarikat Insurans/Broker Insurans/Broker Takaful DBKL</i>	-
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NOTA :

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

SURAT AKUAN PEMBIDA
Bagi
CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN
KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH ,
KERINCHI 1A, SERI PERLIS 2 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

Sebut Harga/Tender:

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN
KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH ,
KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR**

Saya, No.K/P: yang mewakili

Syarikat.....

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

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

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

Yang Benar,

.....
Nama:

Kad Pengenalan:

Cop Syarikat:

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

**PERINGATAN : SURAT AKUAN PEMBIDA INI 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 digunakan 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 urusanniaga.

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 urusanniaga; 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 PENGANTIAN SISTEM PEPASANGAN
KESELAMATAN KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI
KAWASAN PA HANG TUAH , KERINCHI 1A, SERI PERLIS 2
KUALA LUMPUR**

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

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

BORANG PEMBERITAHUAN PEMUNYA BENEFISIAL

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

Tandakan

Nama Syarikat :
Butiran Pemunya Benefisial :

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

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

Yang benar,

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

Cap Syarikat :

Catatan :

* Potong mana yang tidak berkenaan

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

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN
KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH ,
KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR**

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

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

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

Yang benar,

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

SENARAI SEMAK KECUKUPAN DOKUMEN WAJIB DIISI / DISERAH BERSAMA DOKUMEN SEBUTHARGA

CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH , KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR

BIL	BUTIRAN DOKUMEN	UNTUK DIISI OLEH PETENDER		UNTUK DIISI OLEH URUSETIA JAB PELAKSANA		CATATAN
		ADA TANDAkan (/) PADA	TIADA TANDAkan (/) PADA	ADA TANDAkan (/) PADA	TIADA TANDAkan (/) PADA	
1	Surat 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 CIDB (BAGI TENDER KERJA SAHAJA))	<input type="checkbox"/>	<input type="checkbox"/>	-	-	
13	Peralatan / Bahan (Jika Berkaitan) a) Jadual Data Teknikal / Soal Selidik / Borang Cadangan Petender b) Katalog / Surat Jaminan Pembekal	<input type="checkbox"/>	<input type="checkbox"/>	-	-	

SENARAI SEMAK KECUKUPAN DOKUMEN WAJIB DIISI / DISERAH BERSAMA DOKUMEN SEBUTHARGA

CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH , KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR

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

NOTA:

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

Tandatangan & Cop Rasmi Petender

Tandatangan Wakil Urusetia Jabatan Pelaksana

.....

Tarikh :

.....

()

Tarikh :

SENARAI SEMAKAN MENGISI DOKUMEN SEBUTHARGA

Tender Untuk :

CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR

.....

Nota

- a. Senarai semakan ini adalah bertujuan bagi membantu petender mengemukakan satu tender yang lengkap dan tanpa sebarang kesilapan. Semua petender adalah dinasihatkan supaya menggunakan senarai semakan ini bagi menyemak tender mereka sebelum menyerahkan tender masing-masing.
- b. Segala usaha telah diambil untuk menyenaraikan perkara-perkara yang lazimnya perlu diambil tindakan oleh seseorang Petender dalam mengemukakan tendernya. Walau bagaimanapun, adalah menjadi tanggungjawab Petender sepenuhnya bagi menentukan lengkapnya sesuatu tender yang
- c. Petender adalah digalakkan menggunakan senarai semakan ini sebagai panduan bahawa sesuatu tindakan perlu diambil atau peringatan bahawa tindakan telah diambil untuk memastikan kesempurnaan tender yang dikemukakan.
- d. Petender adalah bertanggungjawab sepenuhnya bagi memastikan setiap dokumen tender adalah lengkap dan jika terdapat apa-apa percanggahan dan ketidaksempurnaan pada dokumen tender berkenaan berdasarkan semakan bersama Dokumen Meja Tender, dan adalah menjadi tanggungjawab petender untuk merujuk kepada Jabatan Pentadbiran, Bahagian Pengurusan Perolehan supaya pembetulan kepada percanggahan dan ketidaksempurnaan tersebut dapat dibuat.

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

<p>A12</p>	<p><u>Tindakan ke atas Lampiran-lampiran di Dokumen Tender</u></p> <p>a. Lampiran A Borang Jaminan Bank/Insurans Untuk Bon Pelaksanaan (Kerja)</p> <p>b. Lampiran B Borang Jaminan Bank / Jaminan Syarikat Kewangan/ Jaminan Insuran Untuk Bayaran Pendahuluan (Kerja)</p> <p>c. Lampiran C Borang Maklumat Petender (BRG/JP/BPP(Pind.2/2025))</p> <p>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.</p> <p>A. Surat Pengakuan Kebenaran Maklumat dan Kesahihan Dokumen Yang Dikemukakan <input type="checkbox"/></p> <p>B. Maklumat Am Latar Belakang Petender <input type="checkbox"/></p> <p>C. Data Kewangan Petender <input type="checkbox"/></p> <p>CA. Laporan Bank/Institusi Kewangan Mengenai Kedudukan Kredit Petender <input type="checkbox"/></p> <p>D. Senarai Kerja/Kontrak Semasa Petender <input type="checkbox"/></p> <p>DA. Laporan Prestasi Kerja Semasa Petender <input type="checkbox"/></p> <p>E. Rekod Pengalaman Kerja Petender <input type="checkbox"/></p> <p>F. Kakitangan Teknikal <input type="checkbox"/></p> <p>d. Lampiran D</p> <p>i. Senarai Dan Tugas Panel Syarikat Insurans / Broker Insurans Dan Broker Takaful DBKL <input type="checkbox"/></p> <p>ii. Syarat-Syarat Atau Tugas-Tugas Dan Tanggungjawab Panel Syarikat Insurans / Broker Insurans dan Broker Takaful DBKL <input type="checkbox"/></p> <p>Borang-Borang di Lampiran A, B dan D di atas adalah untuk makluman sahaja. Borang-borang ini tidak perlu diambil tindakan atau diisi pada peringkat tender</p>	<p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p> <p>Makluman</p>
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<p>B</p>	<p><u>KEMUKA TENDER</u> 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>	
<p>B1</p>	<p><u>Menjilid Dokumen</u> 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"/>
<p>B2</p>	<p><u>Kemukakan dokumen-dokumen wajib seperti berikut :</u></p> <ul style="list-style-type: none"> i) Dokumen Tender / Sebutharga Asal <input type="checkbox"/> ii) Borang Maklumat Petender (BRG/JP/BPP(Pind.2/2025)) <input type="checkbox"/> iii) Sijil Pematuhan Cukai (Tax Compliance Certificate - TCC) yang dikeluarkan oleh Lembaga Hasil Dalam Negeri (LHDN) <input type="checkbox"/> iv) Ringkasan Tender/Senarai Kuantiti/Jadual Kadar Harga yang telah dihargaikan oleh Petender (Sekiranya berkaitan) <input type="checkbox"/> 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. <input type="checkbox"/> vi) Salinan Penyata Bulanan Bank bagi tiga (3) bulan terakhir sebelum tarikh tutup Tender yang disahkan oleh pegawai yang diberi kuasa oleh bank berkenaan. <input type="checkbox"/> vii) Maklumat Kerja Semasa dan Laporan Penyelia Projek mengenai prestasi kerja semasa Petender <input type="checkbox"/> viii) Jadual Data Teknikal / Borang Cadangan Petender (Jika berkaitan) <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>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>B3</p>	<p><u>Kemukakan dokumen-dokumen sokongan seperti berikut :</u></p> <ul style="list-style-type: none"> i) Laporan bank/institusi kewangan mengenai kedudukan kewangan petender <input type="checkbox"/> ii) Salinan Perakuan / Pengesahan Siap Kerja <input type="checkbox"/> iii) Salinan Penyata Caruman KWSP <input type="checkbox"/> iv) Salinan sijil kelulusan / kelayakan setiap kakitangan teknikal <input type="checkbox"/> v) Salinan Kad Pendaftaran atau dokumen-dokumen lain yang membuktikan kepunyaan atau perjanjian sewa pajak/ sewa beli atas loji dan peralatan <input type="checkbox"/> 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>B4</p>	<p><u>Kemukakan Dokumen / Katalog / Sampel Sokongan</u></p>	<input type="checkbox"/>
<p>B5</p>	<p><u>Kelulusan SIRIM</u></p>	<input type="checkbox"/>

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN
KESELAMATAN KEBAKARAN (PKK) SERTA PERALATAN
BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A,
SERI PERLIS 2 KUALA LUMPUR**

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

ARAHAN DAN SYARAT-SYARAT AM KEPADA PETENDER

A) MAKLUMAT DAN PERATURAN AM

1. Am

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

2. Kaedah Mengemukakan Tender

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

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

3. Cara Melengkapkan Tender

Petender adalah bertanggungjawab sepenuhnya bagi memastikan setiap dokumen tender yang dibelinya adalah lengkap berdasarkan semakan oleh petender dengan Dokumen Meja Tender. Jika sekiranya terdapat apa-apa perbezaan atau percanggahan antara mana-mana salinan yang diberi kepada petender dengan salinan dalam Dokumen Meja Tender atau antara mana-mana dokumen yang termasuk di dalamnya, maka adalah menjadi tanggungjawab petender untuk memohon secara bertulis kepada Bahagian Pengurusan Perolehan supaya dibetulkan perbezaan atau percanggahan itu tidak lewat dari tujuh (7) hari sebelum tarikh akhir yang ditetapkan dalam Notis Tender bagi penyerahan tender.

Apa-apa jawapan yang hendak dibuat oleh Bahagian Pengurusan Perolehan atas permohonan itu hendaklah dibuat dengan cara Addenda Tender (Addendum) yang hendaklah dihantar kepada semua petender. Addenda Tender (Addendum) itu hendaklah menjadi sebahagian daripada Dokumen Tender dan Tender yang diterima akan disifatkan sebagai berdasarkan pada huraian, ubahsuaian atau perluasan kepada dokumen asal yang mengandunginya.

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

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

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

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

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

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 disetujui terima 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 Pamerdagangan 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 Beneficial 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 ketidacukupan 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 PENGGANTIAN SISTEM PEPASANGAN
KESELAMATAN KEBAKARAN (PKK) SERTA PERALATAN
BERKAITAN DI KAWASAN PA HANG TUAH , KERINCHI 1A,
SERI PERLIS 2 KUALA LUMPUR**

BAHAGIAN 3. HARGA INDIKATIF JABATAN



DEWAN BANDARAYA KUALA LUMPUR

HARGA INDIKATIF JABATAN DAN TEMPOH SIAP KERJA MAKSIMUM

CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH , KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR

Harga Indikatif Jabatan bagi perolehan ini adalah **RM 1,000,000.00**

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 PENGGANTIAN SISTEM
PEPASANGAN KESELAMATAN KEBAKARAN (PKK) SERTA
PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH ,
KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR**

BAHAGIAN 4. BORANG TENDER

DEWAN BANDARAYA KUALA LUMPUR

BORANG TENDER
(FORM OF TENDER)

SEBUTHARGA BAGI CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN
KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG
TUAH, KERINCHI 1A DAN SERI PERLIS 2 KUALA LUMPUR

SEBUTHARGA
FOR

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 PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR

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

The undersigned agrees to be bound by and submit to the Conditions of Contract and priced Bills of Quantities and/or Specification and agrees that if this Tender is accepted, the prices and rates in the Bills of Quantities shall be scrutinized and adjusted by the Superintending Officer as to their reasonableness but the lump sum tendered herein below shall remain unaltered. The said priced Bills of Quantities after rectification or adjustment as by the Conditions of Contract provided, shall form the basis for variation of interim payment certificates and any variation which may from time to time be ordered by the Superintending Officer.

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

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

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

.....
.....

iaitu, RM.....

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

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

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

CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR

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 amaunnya. Yang bertandatangan di bawah ini bersetuju yang Tender ini akan berterusan sah dan tidak akan ditarik balik dalam tempoh sembilan puluh (90) hari bagi sebutharga dan satu ratus dua puluh (120) hari bagi tender dari tarikh akhir yang ditetapkan bagi penyerahan tender dan bersetuju bahawa tiada apa-apa had, syarat atau perjanjian lain akan dikenakan oleh kami selepas tarikh tersebut.

Whereas it is understood that the DATUK BANDAR 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 form of Performance Bond:

- (i) Jaminan Bank atau
Bank Guarantee or
- (ii) Jaminan Insurans Takaful atau
Insurance Takaful Guarantee or
- (iii) Wang Jaminan Pelaksanaan yang dikenakan potongan sebanyak sepuluh peratus (10%) daripada setiap bayaran interim sehingga mencapai jumlah lima peratus (5%) daripada Jumlah Harga Kontrak.
Performance Guarantee Sum whereby ten percent (10%) of each interim payment shall be deducted until the total amount deducted aggregate to a sum equivalent to five percent (5%) of the Contract Sum.
- (iv) Drafbank atau Tunai

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

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

- (a) Bon Pelaksanaan (jika petender memilih kaedah Jaminan Bank / Insurans Takaful) dan jikalau gagal pada tarikh milik tapak, DATUK BANDAR 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 PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR

- (c) Polisi Insurans Kerja atau Nota Liputan berserta dengan resit bagi premium yang telah dibayar;
Insurance Policy for Works or the Cover Note together with receipt of premium paid in respect thereof;
- (d) Nombor pendaftaran di bawah Skim Keselamatan Sosisl Pekerja (PERKESO);
Registration number under Employee's Social Security (SOCSO) Scheme;

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

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

9. Yang bertandatangan di bawah ini dengan ini juga bersetuju bahawa Borang Tender ini berserta Surat Setujuterima Tender (jika ada) hendaklah menjadi kontrak yang mengikat antara kita walaupun Perjanjian Kontrak yang formal belum dilaksanakan.

The undersigned hereby also agrees that this Form of Tender together with the Letter of Acceptance of Tender (if any) shall constitute a binding contract between us notwithstanding that a formal Contract Agreement has been executed.

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

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

11. Yang bertandatangan di bawah ini mengesahkan, selepas menyemak sendiri, bahawa dokumen-dokumen dan pelan-pelan yang digunakan oleh yang bertandatangan di bawah ini untuk menyusun Tender ini adalah salinan-salinan yang sebenarnya bagi dokumen-dokumen dan pelan-pelan yang dimasukkan dalam Dokumen Meja Tender.

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

12. Yang bertandatangan di bawah ini bersetuju bahawa:

The undersigned agrees that:

- (a) jika Tender ini ditarik balik sebelum tamatnya Tempoh Sah Tender atau apa-apa tempoh lanjutan, atau

if this Tender is withdrawn before the expiry of the Tender Validity Period or any extended period thereof, or

- (b) jika yang bertandatangan di bawah ini mengenakan apa-apa had, syarat atau janji tambahan kepada Tender ini selepas tarikh akhir yang ditetapkan bagi penyerahan tender atau

if the undersigned imposes any additional term, condition or stipulation to the Tender after the final date fixed for the submission of tenders or,

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM
PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN
BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A,
SERI PERLIS 2 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)**

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UNTUK KELOMPOK STAF BAHASA DBXL SAHAJA
Untuk Kegunaan DBXL Sahaja

CONTRACT NO: _____ of 20 _____

AGREEMENT to be met from: Head

Sub-head

Year of

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

BETWEEN

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

AND

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

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

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

WHEREAS:

A. Datuk Bandar is desirous of _____
_____ at _____

(hereinafter referred to as the "**Works**") and has caused Drawings, Bills of Quantities, Specification describing the work to be done to be prepared.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definition

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

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

included in the Bills of Quantities or which the S.O. has given written instructions in regard to the expenditure of Provisional Sum and who may be nominated by the S.O. and employed by the Contractor as Sub-contractors or Suppliers;

- (i) **"On-Cost Charges"** means any cost and expenses reasonably incurred by the Datuk Bandar;
- (j) **"Officer Named"** means officer empowered to take action on behalf of the Datuk Bandar pertaining to clauses _____;
- (k) **"Prime Cost" or abbreviation "P.C. Sum"** means a sum for works or services to be executed by a Nominated Sub-Contractor or sums for materials or goods to be obtained from a Nominated Supplier;
- (l) **"Provisional Sum"** means a sum for work or for the supply of goods or materials which cannot be defined or detailed at the time the tender documents are issued;
- (m) **"Site"** means the land and other places on, above, under, in or through which the Works are to be executed and any other lands or places provided or approved by Datuk Bandar for working space or any other purposes as may be specifically designated in this Contract and whether the same may be on the Site or not;
- (n) **"S.O."** means the Superintending Officer who shall be **Jabatan Kejuruteraan Awam Dan Saliran** 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 indemnified 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, suitably 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 . Dalam semua hal lain.	Pengerusi: Datuk Bandar

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 KELOMPOK MAJLIS DBKL SAHAJAJA

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

Clause

41.1 Sectional Completion:

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

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

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

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

UNTUK KEGUNAAN DBKL SAHAJA

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

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

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

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

- 28.4 This clause shall not apply to any unfixed materials and goods which are supplied and delivered by Nominated Suppliers for which payments shall be made for the full value of the unfixed materials and goods.
- 28.5 Within a number of days as stated in Appendix (or if none stated then within thirty (30) days of the issues of any such Interim Certificate), the Datuk Bandar shall make a payment to the contractor as follows:
- (a) where the Performance Bond is in the form of a Banker's, Insurance or Finance Company Guarantee, payment shall be made on the amount certified as due to the Contractor in the said Interim Certificate; or
 - (b) where the Performance bond is in the form of a Performance Guarantee Sum, payment of ninety percent (90%) on the amount certified as due to the contractor shall be made with the remaining ten percent (10%) being retained by the Datuk Bandar as a Performance Guarantee Sum. PROVIDED THAT when the sum retained is equivalent to five percent (5%) of the Contract Sum then in any subsequent Certificate, payment shall be made on the full amount certified as due to the Contractor.
- 28.6 If the Contractor fails to submit full particulars of written for Interim Payment as stipulated in clause 28.1, the S.O. shall make the valuation of works based on the available documents to him for the purpose of the Interim Payment Certificate. The Datuk Bandar shall be discharged from all liabilities in connection with the Interim Payments.

2. Page 22, Clause 31

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

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

- 31.4 Within three (3) months after the expiry of the Defects Liability Period for the whole of the Works or three (3) months after the Issue of the Certificate of completion of making Good defects under clause 48 hereof, whichever is the later, the S.O. shall issue the final Certificate
- 31.5 The Final Certificate shall be supported by documents, and full particulars complete with receipts, vouchers record showing the S.O.'s final valuation of Works and any amount determined in clause 31.1 in accordance with the terms of this contract. After setting out or allowing for all payments or other expenditure of the Datuk Bandar or any permitted deductions made by the Datuk Bandar or the S.O. on its behalf, the Final Certificate shall state any final balance due from the Datuk Bandar to the Contractor or from the Contractor to the Datuk Bandar, as the case may be, which shall thereupon become the debt payable. Such certificate shall also take account of any outstanding permitted deductions not yet made by the Datuk Bandar under the terms of this Contract whether by way of liquidated damages or otherwise.
- 31.6 No final payment due to the Contractor under the Final Certificate, shall be made unless and until the Contractor shall have satisfied the S.O. by means of a Statutory Declaration made by or on behalf of the Contractor to the effect that the workmen who have been employed by the Contractor on the Works including workmen employed by subcontractors, whether nominated or otherwise (including "labour only" sub-contractors) have received all wages due to them in connection with such employment, and that all dues or contributions under the Employment Act 1955, the Employee's Social Security Act 1969, the Employee's Provident Fund Act 1965 and any other laws relevant to the employment of workmen, have been paid.

3. Page 27, Clause 40

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

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

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

- 40.2 Without prejudice to the Datuk Bandar's right to terminate this Contract, when the S.O. issues the Certificate of Non-Completion, the Datuk Bandar shall be entitled to recover from the Contractor, Liquidated and Ascertained Damages calculated at the rate stated in Appendix 1 from the date of the failure to complete the work pursuant to clause 40.1 to the date of the Practical Completion or the date of termination of this Contract. The S.O. may deduct such Liquidated and Ascertained Damages from any money due or to become due to the Contractor, failing which such damages shall be recovered from the Performance Bond or as a debt due from the Contractor. The S.O. shall inform the Contractor in writing of such deduction.

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

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

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

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

2. Page 45, Clause 69.1 (DBKL203A) / Page 45, Clause 69.1 (DBKL 203)

Substitute Clause 69.1 with the new Clause 69.1

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 in compliance with the following conditions:

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

Production of a Banker's/Insurance/Finance Company Guarantee in the approved format equal in value to the advance proposed to be paid;

(c) Submission of the Banker's Guarantee / Insurance Guarantee / Financial Company Guarantee not later than 3 months from the date of possession of Site.

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

NO.	AMENDMENTS
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1. Page 10, Clause 13

13.0 PERFORMANCE BOND / PERFORMANCE GUARANTEE SUM

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

13.1(a) The Contractor shall, on the date of the possession of Site, provide a Performance Bond or Performance Guarantee Sum as the case may be substantially in the form as in Appendix issued by an approved licensed bank or financial institution incorporated in Malaysia in favour of the Datuk Bandar for a sum equivalent to five percent (5%) of the total Contract Sum as specified in Appendix to secure the due performance of the obligations under this Contract by the Contractor. The Performance Bond shall remain valid and effective until ***twelve (12) / twenty four (24) months** after the expiry of the Defect Liability Period or the issuance of the Certificate of Completion of Making Good Defects, whichever is the later.

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

13.2 The Contractor may opt for a Performance Bond in the form of Performance Guarantee Sum in lieu of the Bank, Insurance- or Finance Company Guarantee as specified in clause 13.1 hereof whereby deductions of ten percent (10%) shall be made from the first interim payments and subsequent interim payment until the total amount deducted aggregate to a sum equivalent to five (5) percent of the Contract Sum. The amount deducted shall be retained by the Datuk Bandar up to ***twelve (12) / twenty four (24) months** after the expiry of the Defect Liability Period or the issuance of the Certificate of Completion of Making Good Defects, whichever is the later

* Delete whichever is not applicable:-

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

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

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

NO.	AMENDMENTS
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1. Page 46, Clause 69.2

Substitute Clause 69.2 with the new Clause 69.2 as follows:

“69.2 The advance payment shall be recouped when the cumulative total value of the Builder’s Work executed and certified (including the amount certified for materials on site) reaches fifty (50) percent of the total contract value. The Builder’s Work, by way of a fixed percentage deduction from the total certified value of the Builder’s Work executed and certified (including the amount certified for materials on site) during the period of the Interim Payment Certificate, in all the subsequent Interim Payment Certificates on the basis that the advance payments shall be fully recovered in the Interim Certificate in which the cumulative total certified value of the Builder’s Work executed and certified (including the amount certified for materials on site) reaches fifty (50) percent of the total contract value of the Builder’s Work. The amount of the deduction shall be calculated as follows:

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

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

$\$$ A = Total amount of advance paid,

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

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

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

NO.	AMENDMENTS
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1. Page 39, Clause 58.0

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

58.0 EFFECTS OF FORCE MAJEURE

58.1 Events of Force Majeure

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

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, or acts of terrorism;
- (b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- (c) pressure waves cause by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (d) natural catastrophe including but not limited to earthquakes, floods, subsidence, and subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather;
- (e) riot, commotion and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbance (affecting the performance of this Contract) which are not the fault of the Contractor or its personnel, servants or agents or Datuk Bandar which causes, or can reasonably be expected to cause any party to fail to comply with its obligations;
- (f) pandemic or epidemic; or
- (g) any other unforeseeable event which fulfils the criteria as set forth below:
 - (i) beyond the reasonable control of the Party affected by such event, circumstance or combination of events or circumstances;
 - (ii) which was not foreseeable or, if foreseeable, could not have been prevented or avoided or overcome by the affected Party having taken all reasonable precautions and due care;

- (iii) which directly causes the affected Party to be unable to comply with all or a material part of its obligations under this Contract; and
- (iv) which is not the direct result of a breach by the affected Party of its obligations under this Contract,

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

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

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

NO.	AMENDMENTS
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1. Page 44, Clause 67.0

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

67.0 NOTICES

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

- (i) in the case of delivery by registered post, on the third day it is posted to such address;
- (ii) in the case of delivery in person, when delivered to the recipient at such address and an acknowledgement of receipt obtained;
- (iii) in the case of facsimile transmission, when the recipient's facsimile number is shown on the sender's print-out for the transmission regarding the date, time and transmission of all pages; or
- (iv) in the case of e-mail, when it is transmitted without any error message.

To Datuk Bandar:

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

To the Company:

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

(b) It shall be the duty of the Parties, to notify the other, if there is a change of address, facsimile number or e-mail address by giving a written notice

within fourteen (14) days from the change.

- (c) For the avoidance of doubt, the mode of delivery of notice stipulated in the Clause herein shall not apply to notices required to be given under any applicable laws relating to this Agreement.

UNTUK KELOMPOK STAF BUKAN SAHAJA
Untuk Kegunaan DBXL Sahaja

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

NO.	AMENDMENTS
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1. Page i, Table of Contents

Substitute item 30.0 in the table of content as follows:

30.0 FLUCTUATION OF PRICE – NON APPLICABLE

2. Page 7, Clause 9.0

Substitute footnote with the new footnote as follows:

9.0 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE CONTRACTOR

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

3. Page 17, Clause 23.0

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

23.0 EMPLOYMENT OF WORKMEN

23.3 Days and Hours of Working

No work shall be done on:

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

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

4. Page 20, Clause 26.0

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

26.0 BILL OF QUANTITIES

Standard Method of Measurement

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

5. Page 22, Clause 30.0

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

30.0 FLUCTUATION OF PRICE (NON APPLICABLE)

6. Page 25, Clause 38.0

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

38.0 POSSESSION OF SITE

38.4 In the event of any delay in giving possession of the Site from the "Date for Possession" as stated in the Letter of Acceptance or delay in giving any section or part of the Site as provided in clause 38.3, the S.O. may issue instructions in regard to the revision of the "Date for Possession"

and the "Date for Completion" shall be appropriately revised under clause 43.1 (g) hereof, but the Contractor shall not be entitled to claim for any loss or damage caused by such delay in giving possession of the Site, nor shall he be entitled to terminate this Contract.

7. Page 28, Clause 42.0

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

42.0 PARTIAL OCCUPATION/ TAKING OVER BY DATUK BANDAR

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

8. Page 47, Clause 71.0

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

71.0 CONFIDENTIALITY

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

9. Page 48, Clause 80.0

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

80.0 RESTRICTION AND PROCEDURE ON USE OF IMPORTED MATERIALS AND GOODS

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

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

10. Page 50, Signing page

Substitute footnote with the new footnote as follows:

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

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

NO.	AMENDMENTS
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1. Page 43, Clause 66

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

66.0 SETTLEMENT OF DISPUTES

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

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN
KESELAMATAN KEBAKARAN (PKK) SERTA PERALATAN
BERKAITAN DI KAWASAN PA HANG TUAH, PA KERINCHI 1A DAN PA
SERI PERLIS 2 KUALA LUMPUR**

BAHAGIAN 6. SKOP KERJA

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

CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN KEBAKARAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A DAN SERI PERLIS 2 KUALA LUMPUR

SKOP KERJA

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

KETERANGAN AM

1. KAWASAN KERJA

Kawasan yang terlibat di bawah kontrak ini adalah seperti berikut:

Kawasan	Bil. Blok	Blok	Bil. Tingkat
PA Hang Tuah	2	A	18
		B	18
PA Kerinchi 1A	1	A	19
PA Seri Perlis 1	1	A	4
PA Seri Perlis 2	5	A	4
		B	4
		C	4
		D	4
		E	4

2. PERALATAN

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

3. KERJA-KERJA PENGGANTIAN

- 3.1 Menjalankan kerja-kerja penggantian semua peralatan kebakaran dan peralatan yang berkaitan di **semua blok** kawasan **PA Hang Tuah, Kerinchi 1A, dan Seri Perlis 1&2** apabila diarahkan oleh Pegawai Penguasa atau wakilnya. Kerja-kerja mestilah dijalankan selaras dengan penentuan dan spesifikasi. Bahagian serta peralatan yang dibaiki atau diganti adalah yang dikenal pasti serta disahkan perlu dibaiki atau diganti oleh Pegawai Penguasa atau wakilnya.
- 3.2 Kontraktor hendaklah menyediakan perkhidmatan kecemasan semasa dan selepas waktu pejabat sekiranya diarahkan berbuat demikian oleh Pegawai Penguasa atau wakilnya dengan tidak melibatkan sebarang kos tambahan.
- 3.3 Semasa di dalam tempoh kerja-kerja penggantian, kontraktor hendaklah mengenal pasti terlebih dahulu semua laluan kabel elektrik, kabel telekom, paip gas, paip air dan sebagainya agar tidak berlaku kerosakan. Sekiranya berlaku kerosakan terhadap peralatan tersebut,

kontraktor diminta untuk berhubung terus dengan pihak berkuasa yang terlibat dan segala kos baik pulih adalah ditanggung oleh pihak kontraktor.

4. BAIK PULIH

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

5. KERJA-KERJA PEMBERSIHAN

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

5.2 Segala sampah sarap hendaklah dibersihkan dan dibuang di tempat pembuangan yang dibenarkan oleh Pihak Berkuasa Tempatan.

6. SISTEM / LAPORAN KERJA

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

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

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

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

7. PERWAKILAN KONTRAKTOR

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

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

8. BURUH DAN PERALATAN KERJA

8.1 Kontraktor hendaklah menyediakan pekerja-pekerja yang sesuai, mempunyai kepakaran, berpakaian seragam dan sentiasa mengutamakan keselamatan bagi kerja yang akan dijalankan.

8.2 Kontraktor hendaklah menyediakan dan menggunakan peralatan kerja yang sesuai bagi menyempurnakan kerja-kerja.

- 8.3 Kontraktor hendaklah menyediakan secukupnya kakitangan dan pekerja semasa kerja-kerja penggantian dan baik pulih dijalankan. Pegawai Penguasa atau wakilnya berhak untuk minta kontraktor menambahkan kakitangan atau pekerja, jika difikirkan perlu.
- 8.4 Kontraktor hendaklah menyediakan peralatan kerja yang sesuai semasa kerja kecemasan dijalankan.

9. BIDANG KERJA MEKANIKAL

9.1 Scope of Works

The work to be carried out under this Sub-Contract covers the Supply, Delivery, Installation, Testing, Commissioning, one-year free service and maintenance and warranty of this Fire Protection System, including the Ancillary Equipment as specified further in the specification for the **Cadangan Kerja-Kerja Penggantian Sistem Pemasangan Keselamatan Kebakaran (PKK) Serta Peralatan Berkaitan Di Kawasan PA Hang Tuah, Kerinchi 1a Dan Seri Perlis 2 Dewan Bandaraya Kuala Lumpur.**

The above-mentioned installation shall be constructed and installed in accordance with the relevant Codes of Practice and Rules & Regulations.

These include :

- Jabatan Perkhidmatan Bomba dan Penyelamat Malaysia
- Uniform Building By-Laws, 1984 and its subsequent amendment
- Malaysia Standard (MS)
- B.S. 5306: Part 1 and BS(EN)671 : Hydraulic Hose Reels Systems

In the event of any differences between the requirements of the applicable codes, referenced standards and duplication of description these Specifications, the more stringent requirement(s) shall apply.

9.2 General Description (Fire Protection System)

- 9.2.1 To provide the works included in accordance with the contracts document
- 9.2.2 This works shall include the supply, packing for transport, delivery to site, unloading, installation, connecting, final testing and putting into commission, handing-over in approved working order and supervision of maintenance during the maintenance period of the fire protection system. This includes the whole of the Works, as detailed hereunder.
- 9.2.3 The works to be carried out under this division shall include the whole of the materials, and all necessary labour for the completion of the Works, in every detail, ready for continuous and economic operation whether such be directly mentioned in the specifications or not.
- 9.2.4 The Contractor shall apply for and obtain all necessary certificates and approvals for the work done from the relevant authorities and shall lodge the same with the Employer/consulting engineer before final payment is made.
- 9.2.5 Manufacture, supply, deliver to site, test at Works, install at site, test and commission at site, service and maintain the complete fire protection System as shown in the mentioned in this specification.
- 9.2.6 Provide all labour, materials, equipment, tools, appliances, auxiliaries, services, hoisting, scaffolding, support, supervision, and perform all operations for the furnishing, installation, testing, commissioning, supervision of service and maintenance of the complete fire protection Services (inclusive the utilities i.e water and electricity).

9.2.7 The works to be included in this Section, specification, schedules, and accompanying drawings shall cover but not limited to the following systems:-

- a) Hydraulic Hosereel System
- b) Addressible Fire Alarm & Detection System

9.2.8 Particular of Sub Division Scope of Work

The works to be included in this Section shall cover but not limited to the following items:-

- a) Piping and Accessories
- b) Piping Specialties
- c) Hangers, Supports, Anchors and Guides
- d) Valves
- e) Systems Identification
- f) Fire Alarm Systems
- g) Hose Reel Systems
- h) Painting
- i) Power Cabling, Control Cabling And Fire Rated Cabling
- j) Inspect and witness testing and site testing, adjusting, commissioning and handing over.
- k) Supervision of Service and Maintenance for period as specified in contract.
- l) Equipment supports and miscellaneous steel supports for all Fire Protection Service.
- m) Sealing of sleeves and other electrical openings with approved materials.
- n) Shop drawings, construction/installation drawings and installation manuals 'Buku Operasi' to be furnished subject to the approval and endorsement of Jabatan Perkhidmatan Bomba.
- o) All Equipment's Authorities approvals.
- p) Adequate instructions and Training for Employer's Representatives and end-users' maintenance personnel and complying with the requirements of the Uniform Building By-Laws, 1984.

9.3 General Mechanical And Electrical Instructions

Within **thirty (30) days** of acceptance of tender or maybe required by the Superintending Officer, the contractor is required to produce **detail shop drawings** showing all details of the equipment and other necessary Builder Work in connection with the installation. The drawings submitted shall approved for use by the **Consulting Engineer** and be sub modified as necessary if requested by the Superintending Officer and resubmitted for final approval.

After completion of the installation work, and at least **there (3) weeks** prior to the Schedule Date of Practical Completion, the **As-Installed drawings** shall be brought to completion and approval. Within one (1) week of receiving the S.O's comment and requirements, the contractor shall make all necessary amendments and resubmit one (1) set off prints to the S.O for final approval.

These drawings working drawings which shall be submitted to the Superintendent Officer for checking and approval shall include but not limited to the following :

- a) All layout plans, elevation and sections.
- b) Fire pump room, generator room details and section.
- c) Tank details and section.
- d) Piping schematic diagram.

- e) Wiring and control schematic diagram.
- f) Control Panel layouts.
- g) Mimic diagram.
- e) Cable route details.

The Contractor shall note that the Scope of Works, technical drawing and technical Specifications issued herein are meant to serve as minimum requirement and guide and the Contractor shall comply to these performance and technical requirements and submit to consulting engineer their proposal for the evaluation and consideration by the consulting engineer.

Any inconsistency within or between sections of the document shall be brought up immediately to the attention of the consulting engineer for a decision. In general, or unless stated otherwise in writing, the more stringent requirement between design specification and drawing shall be adopted.

Where design guidelines and specification of the works are not provided in the documents, the Contractor shall develop his own detailed design in accordance with the project requirements, good standard engineering practice and all relevant statutory and code requirements.

The services to be provided / installed, unless mentioned otherwise, shall be in accordance with the latest relevant international standards and recognized engineering practice currently in use for modern and intelligent building.

The Contractors shall deem to be familiar with the above-mentioned specifications, practices, guidelines, recommendations and the site conditions before submitting their tenders. If there is any discrepancy in the above document, the matter shall be referred to the consulting engineer whose decision shall be final.

The Contractor shall furnish all the necessary layout drawings, schematic drawings, system drawings, wiring drawings etc., during the installation. The Contractor shall also submit full specifications, original technical brochures, valid authority approval certificates, quality system certificate samples, original or certified true copies of test certificate etc., of the equipment and materials to be proposed in the project prior to procurement. A detailed program of the works that includes equipment delivery periods, especially for equipment that requires long delivery lead times, shall also be submitted during the design stage of the project.

Whenever a manufacturer's name and/or model is mentioned in this document, it is intended to be used as a guide to the type of construction, general appearance, performance, characteristics, quality and standard of manufacture of the equipment or materials.

All prices quoted in the tender shall be in Malaysia Ringgit (RM) and shall be comprehensive and shall include all taxes, duties and other charges applicable. All tender and contract prices shall not be subjected to fluctuations in currency exchange, labour and material costs.

9.4 Rules, Regulations And Standards

All works performed, materials and equipment supplied shall be in accordance with the latest Malaysian Standards and/or British Standards, IEE and/or IEC Electrical Regulation (latest edition) or any other international standards or regulations subject to the approval of the consulting engineer.

All works performed completed and handed over with the latest requirements, rules and regulations of **Suruhanjaya Tenaga, Tenaga Nasional Berhad, , Telekom Malaysia Berhad, Jabatan Keselamatan dan Kesihatan Pekerja Am (DOSH), Jabatan Bomba Dan Penyelamat Malaysia, Jabatan Bekalan Air (JBA) and the relevant local authorities.**

The Contractor shall be responsible for the submission of the necessary applications to the relevant supply concessionaires and authorities/local authorities and to obtain the necessary approval and confirmation of supply from the above-mentioned authorities.

Any penalty or surcharge imposed by the supply authorities/local Government bodies due to errors, inadequacy or defect in the application, fabrication or installation works of the system/installations or information supplied by the Contractor, shall be borne by the Contractor. The Contractor shall rectify all defects, deficiencies, and inadequacy in the design, fabrication or installation works at his own cost.

However, the service contribution, which has to be paid to the utilities supply authorities, shall be borne by the employer. All connection fees for connections of utility supplies to the Works and costs of all consumable items, such as power, water, chilled water, fuel, etc., shall also be borne by the Contractor.

9.5 **Materials, Samples, Tools, Equipment And Workmanship**

All works shall completed and hand over with the requirements, rules and regulations of the **Suruhanjaya Tenaga, Tenaga Nasional Berhad, , Telekom Malaysia Berhad, Jabatan Keselamatan dan Kesihatan Pekerja Am (DOSH), Jabatan Bomba Dan Penyelamat Malaysia, Jabatan Bekalan Air (JBA) and the relevant local authorities**, and other supply companies/utility companies/local authorities having jurisdiction over the works.

All materials and equipment shall be new, unused, and of good quality and of reputable makes with regards to design, manufacture and performance, meeting the approval of the relevant authorities. Equipment and system offered shall be latest certificate/results showing performance as being in compliance with model of the manufacturer. All equipment must have approved test the specification and drawings. All materials and equipment shall be tropicalised. They shall be able to operate at 90 % RH non-condensing environment for all indoor application and 100 % RH for outdoor condition. All materials and equipment for outdoor application shall be corrosive resistance and with minimum enclosure protection of IP56.

Priority shall be given to the use of materials and equipment produced with proper quality control and certification is required. **Materials and equipment with SIRIM approval test certificates and/or proof of having proper routine test are required.**

Special attention shall be taken in the design of the equipment and selection of materials to be used in order to minimize the effects of the corrosive environment.

All works performed and executed shall conform to good engineering practice and good workmanship. They shall be carried out and supervised by qualified, competent and skilled personnel.

Any other materials, equipment and works which is not specifically mentioned in this section of the document but is mentioned in the Mechanical and Electrical Specifications or any other section of the document or is required for the proper and satisfactory operation of all buildings and facilities for this project, shall deem to be included in the Contract.

The contractor shall submit to the Superintending Officer for approval a list of samples of material and equipment the Contractor proposes for the installation. The Contractor shall include Method Statements, Quality Assurance and Quality Control procedures on all system, equipment and components proposed or offered, for verification and acceptance of the consulting engineer. All submission of samples must be arranged in a systematic manner so as to ensure proper evaluation. All approved samples shall be properly arranged at the site. The approved samples shall be taken as the basis for the quality and standard of the material or equipment to be installed.

The Contractor shall provide two complete sets of all tools necessary for the maintenance and operation of the system installed. Such tools shall be provided in suitable containers and delivered to the consulting engineer prior to the final completion.

No approval or acceptance by the Employer and consulting engineer shall in any way relieve the Contractor of his responsibility in ensuring that all system installed shall be operational at any moment within the 24 hours of a day.

9.6 Manufacturer And Supplier

All equipment, material, components, parts, assemblies and system, unless otherwise shown, specified or approved, shall: -

- a) Be the Manufacturer's first quality line of standard and/or series of factory fabricated items as shown or specified. For major equipments, these shall be factory tested and inspected, and witnessed by the Consultant and Employer. For other equipments, they shall have proper quality certification to the satisfaction of consulting engineer before equipment delivery.
- b) Be standard catalogue products of an approved manufacturer. Only products from the countries of origin with appropriate test certificates from approved independent testers are acceptable. Design incorporating components, which are, be considered prototype in nature will not be accepted.
- c) Be the products produced by a single manufacturer, when two or more units of same class, type or kinds are required. However, component/part of a system need not be product of the same manufacture.
- d) Be identical throughout each system and readily interchangeable for all mechanical and electrical parts and components.
- e) Comply with the applicable standards and shall be endorsed by Professional Engineers. The Manufacturer's standards, manufacture procedures, method statements on Quality Assurance and Quality Control (QA & QC) must be furnished for the acceptance of the consulting engineer. Factory inspections and testing must be arranged to satisfy the Consultants and Employer prior to acceptance.
- f) Be new and of the best type for each particular purpose and of the first quality as regard to design, manufacturer and performance.
- g) Be suitably designed and constructed for safe, proper and continuous operation under all conditions described or implied in this Specification without undue heat, strain, vibration, corrosion or other operating difficulties.
- h) Be designed to permit free expansion and contraction without causing strains, distortion or leakage.
- i) Be accessible and capable of reasonably convenient for keeping maintenance to a minimum for parts subjects to wear, corrosion or other deterioration, or requiring adjustments, inspection or repair.
- j) Be designed to permit interchangeability of parts and ease of access during inspection, maintenance and repair.
- k) Be designed and constructed to keep Vibration, noise, mechanical and thermal stresses and susceptibility to corrosion and erosion not greater than that of the similar plant of a first class design and workmanship.

- l) Be installed in accordance with the best engineering practice and carried out by experienced tradesmen of appropriate grades to the approval of the Consultant.
- m) Be designed, fabricated and supplied by a single manufacturer for Specialist equipment of like kind.
- n) Not merely satisfy the Authority's requirements. The Contractor shall offer equipment, components or materials as specified in this brief and contract technical specification.

9.7 Testing And Commissioning

All equipment after installation shall be properly tested and commissioned. The Contractor shall carry out pretest and tests on all individual sections of each system to prove that the individual capacities specified for all equipment can be produced and maintained. He shall also carry out tests on each system as a whole to prove that the equipment has been properly adjusted and calibrated to produce the required guaranteed performance and efficiency as offered. All testing activity, equipment, provision etc., deemed necessary by consulting engineer, the authority etc., shall be provided by the Contractor.

The Contractor shall arrange for the whole installation to be completed, tested, certified safe to use according to the rules, regulations and requirements of the authorities having jurisdiction over the installation works and the equipment installed. The tests shall be carried out and with test results wholly endorsed by qualified and competent personnel and according to the local laws. The Contractor shall employ a qualified, competent and experience Testing Company to carry out and certify the M&E system.

For the major equipment such as pumps, valves, pipings main switchboard, etc., the Contractor shall arrange and provide all expenses for the consulting engineer and their delegates to witness the performance/load test either locally or at some other locations having the testing facilities. The testing facilities shall preferably be of internationally accredited. The Contractor shall also submit testing procedures and shall be approved by Consultant and in accordance with international recognized test standard, valid calibrated test certificates of all measuring instruments used in the test lab to the consulting engineer three (3) weeks prior to the testing date.

When the above tests have been completed to the satisfaction of the Contractor, the Contractor shall arrange with the consulting engineer for a joint inspection so that the consulting engineer may be present to witness the testing and commissioning. The Contractor shall certify the satisfactory completion of the mechanical, electrical, and plumbing works systematically and respectively.

The Contractor shall also submit commissioning manuals/ procedures to the consulting engineer before the commencement of testing and commissioning. Brief lectures on the testing and commissioning procedures shall be conducted for the consulting engineer and their delegates before the testing and commissioning.

A complete record of the tests and results of such tests (whether successful or otherwise) shall be kept up-to-date by the Contractor. At the conclusion of all the tests, these records shall be collected, bounded and submitted to the consulting engineer.

Should the whole or part of the installation or equipment fail to produce the required performance as offered, the Contractor shall be required to carry out the necessary modifications or even replace the same at his own cost with an alternative agreed by the consulting engineer.

All energy, water, fuel, natural gas and fire extinguishing agent etc. consumed during the testing and commissioning shall be paid for and included in the tender pricing by the Contractor.

9.8 Information For Operations And Maintenance

At the time of handing over of the project, the Contractor shall supply for all the equipment installed the followings:

- a) Operation and maintenance manuals complete with As-Built Drawings
- b) Manufacturers' spare parts' books
- c) Itemized inventory lists of equipment and spare parts, which the manufacturers consider essential to keep in ready stock for the purpose of service and maintenance.

The number and sets of each document to be submitted shall be as mentioned in the specifications or minimum six (6) sets whichever is more.

9.9 Maintenance And Lubrication Requirement

The Contractor shall guarantee that the whole installation is free from defect and inadequacy in design, manufacture, fabrication and installation works during the Warranty Period after the official handing over of the project as specified in the Contract.

The Contractor shall be responsible for the supervision and to oversee the maintenance works which shall be carried out by the End User on the whole installation, except those works which have been handed over to the supply company/utility company/local authorities, during the Defect Liability Period - as specified in the Contract after the official handing over of the project. This includes on-line help to the End User's personnel during the defect liability period.

The Contractor shall make good/rectify all defective/faulty equipment/works during the Warranty and Defect Liability Period and to carry out all breakdowns, supervise scheduled and supervise preventive maintenance works during the Defect Liability Period. All materials, replacement parts, equipment, consumable items, labour etc., required for the make good/rectify of the installations, works, plants, equipment etc. during the Warranty and Defect Liability Period shall be provided with all associated costs borne by the Contractor.

It is the responsibility of the Contractor to co-ordinate his works and ensure that access panels especially on plaster ceilings shall be kept to a minimum.

The schedule of maintenance program shall be submitted to the consulting engineer before issue of the certificate of practical completion. There shall be minimum of one service per month for each service. All make good/rectify works performed and equipment, parts and items replaced during the Warranty and Defect Liability Period shall be subjected to further similar Warranty and Defect Liability Period from the date of make good/rectify.

The Contractor shall provide two complete sets of all tools for communication and operation. Such tools shall be provided and delivered to the SO.

The Contractor shall take immediate action to carry out any repair work and restore the installation to its normal operating conditions upon receipt of the complaint from the end-user, the officer-in-charge of the complex or his representatives. If no action is taken to carry out the repair work within twenty four hours upon lodging of the report, the consulting engineer shall reserve the right to engage a third party to carry out the repair works with all costs and expenses charged to the Contractor. If any equipment or part of the plant requires more than two days of repair works or replacement, the Contractor shall make prompt arrangement to request such time so that the equipment is repaired or replaced. Failing

which, the consulting engineer shall reserve the right to arrange for a similar equipment be hired for use with all costs and expenses incurred charged to the Contractor.

Lubrication facilities shall be provided for all parts involving friction and wear unless provided with lifetime packing or fitting.

Lubrication facilities shall include all necessary grease fittings, oiling caps or other like facilities as required to maintain equipment properly protected; and with all like items essentially identical and serviceable using the same lubrication tools throughout. Lubrication points shall be readily visible and accessible.

10. PROSES PELUPUSAN SISTEM KEBAKARAN SEDIA ADA

4.1 Menyediakan tenaga kerja yang berkepakaran, peralatan kerja, kenderaan untuk membuat kerja pelupusan **Sistem Kebakaran Yang Lama** dan peralatan berkaitan di tapak seperti yang diarahkan dan diluluskan oleh Pegawai Penguasa atau wakilnya dan segala kos adalah termasuk di dalam kontrak ini.

11. KERJA – KERJA UNTUK ITEM “PROVISIONAL SUM”

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

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

12. UJIAN PENTAULIAHAN DAN JAMINAN (WARRANTY)

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

13. KURSUS DAN LATIHAN

Kontraktor hendaklah menyediakan satu kursus sekurang-kurangnya selama satu (1) hari untuk seramai 25 orang kakitangan Bahagian Kejuruteraan . Kursus tersebut hendaklah merangkumi aspek manual, keselamatan dan penyelenggaraan sistem pemasangan kebakaran. Kursus ini hendaklah dilaksanakan dalam tempoh tiga (3) bulan dari tarikh ambil tapak.

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM
PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN
BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI
PERLIS 2 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 dengannya. Keperluan-keperluan lanjut mungkin dicatatkan di lain-lain bahagian spesifikasi atau pun keperluan lain.
4. Kontraktor mestilah melawat tapak binaan dan mengenalpasti keadaan tapak dan segala aspek kerja sebelum menentukan nilai harga bagi kerja-kerja tersebut.
5. Sebarang kesilapan atau kekurangan di dalam Ringkasan Tender tidak memberi kesan terhadap jumlah sebutharga. Kesilapan-kesilapan ini harus diperbetulkan supaya jumlah campuran harga-harga bagi butir-butir di dalam Ringkasan Tender menyamai jumlah sebutharga.
6. Jika Pegawai Penguasa berpendapat bahawa harga untuk butir-butir kerja tertentu di dalam Ringkasan Tender tidak munasabah, ia berhak mengubahsuaikan menyelaraskan harga-harga tersebut asalkan jumlah asal sebutharga tidak berubah.
7. Kesemua butir-butir kerja yang ditunjukkan dalam lukisan dan dinyatakan di dalam spesifikasi adalah dianggap telah termasuk di dalam sebutharga sama ada ianya disenaraikan di dalam Ringkasan Tender atau pun sebaliknya.
8. **JUMLAH TAWARAN KESELURUHAN** yang ditawarkan dalam dokumen ini adalah telah termasuk turun naik harga. Oleh itu, apa-apa kenaikan atau pengurangan dalam turun naik harga tidak akan diambilkira dalam menentukan Jumlah Harga Kontrak Muktamad.

DEWAN BANDARAYA KUALA LUMPUR
JABATAN PEMBANGUNAN KOMUNITI DAN KESEJAHTERAAN BANDAR

RINGKASAN TENDER

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN
(PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A,
SERI PERLIS 2 KUALA LUMPUR**

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

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

(RM.....).

yang mana terdiri daripada berikut :

ITEM	DESCRIPTION	FROM PAGE NO	AMOUNT (RM)
1.	PRELIMINARIES	BQ 1/1 – BQ 1/6	
2.	KERJA MEKANIKAL, ELEKTRIKAL DAN AWAM (HANG TUAH)	BQ 1/7 – BQ 1/8	
3.	KERJA MEKANIKAL, ELEKTRIKAL DAN AWAM (KERINCHI 1A)	BQ 1/9 – BQ 1/10	
4.	KERJA MEKANIKAL, ELEKTRIKAL DAN AWAM (SERI PERLIS 2)	BQ 1/11	
5.	PROVISIONAL SUM	BQ 1/12	40,000.00
6.	LESS CREDIT / SALVAGE ITEM		()
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 PENGGANTIAN SISTEM
PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN
BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI
PERLIS 2 KUALA LUMPUR**

BAHAGIAN 8. SENARAI KUANTITI

PREAMBLES TO BILL OF QUANTITIES

1.0 Definitions

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

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

2.0 General Direction

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

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

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

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

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

3.0 Measurements

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

4.0 Unpriced Items

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

5.0 Services

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

6.0 Labour

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

- (a) In the case of work of services executed, for affording the use of existing working space, access, temporary roads, erected scaffolding, working shelters, staging, ladders, hoists, storage, latrines, messing, welfare and other facilities existing on site and the provision of protection, water, electricity for lighting and clearing away rubbish and debris arising from the work.
- (b) In the case of goods, materials or services supplied for taking delivery, unloading, storing, protection and retuning crates, cartons and packing materials.

7.0 Differences in Billing and Phraseology

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

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

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

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

13.0 General Principles

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

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

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR**

SENARAI KUANTITI

BILL NO. 1 : PRELIMINARIES

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

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR (Cont'd)**

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

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR (Cont'd)**

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

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR (Cont'd)**

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>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> <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 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. 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> <p>10. 25% Advance Payment The contractor shall be entitled to an advance payment on the contract amounting to 25% of the contract value of the builder's work (i.e. Contract Price less Prime Costs, Provisional and Contingency Sums) subject to a maximum of RM10 Million on compliance with the following conditions:-</p>	
	c/f :	

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR (Cont'd)**

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

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR (Cont'd)**

BIL	DESCRIPTION	AMOUNT (RM)
<p>A</p> <p>14.</p> <p>15.</p> <p>16.</p> <p>17.</p> <p>18.</p> <p>19.</p>	<p>PRELIMINARIES (Cont'd) b/f :</p> <p>GENERAL (Cont'd)</p> <p>On Completion (Cont'd) Remove all existing rubbish, debris and surplus materials, and clear floors, paving, internal and external surfaces, etc, and leave work clean and tidy to the satisfaction of the Superintending Officer</p> <p>Temporary Hoarding The Contractor shall provide for the S.O or his representative and Consultants the hoarding</p> <p>Existing Overhead and Underground Services Cables, Pipes, etc Before commencing any excavation, etc. the Contractor shall inquire from the various authorities whethers any underground pipes, cables, etc. are present on the site and if so, he shall make arrangements for the disconnections, removal and if necessary for the reconnection of such services and pay all necessary fees in connection therewith.</p> <p>To this effect, the Contractor shall carry out trial trenches or other suitable methods such as radiodetection equipments for locating buried pipes and cables during the currency of the Contract.</p> <p>If during excavations, the Contractor come across any underground cables etc. he shall stop work immediately and report the S.O. who shall give the necessary instructions to the Contractor who shall then arrange for the disconnections, etc. as stated in the last paragraph. The Contractor shall be responsible for making good all damage to cables, etc. and shall indemnify the Government against any claims as a result of such damage.</p> <p>Supervision Equipment For monitoring purposes, the Contractor must provide Four (4) nos of Motorcycle Helmets (GIVI M35 or Equal) , Four (4) Nos Reflective Safety Vest (3M or Equal) where all this item will be kept by Superitendant Officer.</p> <p>Documents and Drawings The contractor shall submit : (a) Shop drawings and as-built drawings. The as-built drawings shall be endorsed by a Profesional Engineer (P.E) (b) Seven (7) set hard copy binding document contract (c) Two (2) sets operation & maintenance manual complete with as-built drawings and two (2) sets soft-copy as-built drawings</p> <p>Training Courses The Contractor shall provide a short course at least for one (1) day for 25 DBKL staff. All training/course costs, transportation, food and other related costs are borne by successful tenderer. Courses provide must include the aspects of manual, safety and maintenance of pump reticulation equipment</p>	
	<p>Jumlah dibawa ke Ringkasan Tender Bill no. 1 (M/S RT/2)</p>	

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR (Cont'd)**

BILL NO 2 : KERJA MEKANIKAL, ELEKTRIKAL DAN AWAM (HANG TUAH)

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
1.	<p><i>(All quantity are provisional and subject to remeasurement)</i></p> <p><u>Hose Reel System</u></p> <p>1 set of electric duty and standby pumps (Ebara Pump or equal) c/w motors, supports, vibration isolators, valves, piping, paintings, gauges and accessories. The pump shall not be less :- Note: The standby pumps should be supplied power from the emergency generator.</p> <p>a) Block A</p> <p>b) Block B</p>	Lot	1		
		Lot	1		
2.	<p>1 no. control panel for hose reel pumps c/w tank low water electrode indicators, control, fire resistant wiring in metal conduit / trunking, lighting surge protector and alarm outside pump room.</p> <p>a) Block A</p> <p>b) Block B</p>	Lot	1		
		Lot	1		
3.	<p>1 lot of hose reel mains c/w valves, fittings, supports, pressure reducing valve assembly, auto-air release valves, painting, labelling, steel pipe sleeve, accessories.</p> <p>Scope : Pipework from Roof Tank to Level 17 only Material : 75Ø GALVANISED IRON (G.I) CLASS "C" PIPE</p> <p>a) Block A</p> <p>b) Block B</p>	Lot	1		
		Lot	1		
4.	<p>To build Metal Cladding Pump Room size 10ft x 10ft with door and insulated roof that can fit Hose Reel Pump System at roof top. (Blok A & B)</p>	Lot	2		
5.	<p>Hot-dipped galvanised pressed steel water tank (1.22m x2.44m x1.22m) c/w HDPE Lining, I-beam, plinth, water level indicator (stainless steel wire rope), 600mm x 600mm access mainhole, Stainless Steel 304 electrodes c/w holder and spacer, ball valve, cover, ladder, overflow pipe, scour pipe, etc . (Blok A & B)</p>	Lot	2		
6.	<p>Kerja membuka, menanggal dan memotong tangki lama, sistem pam lama dengan menggunakan peralatan/ jentera yang bersesuaian termasuk kerja membuang keluar ke tapak pelupusan yang dibenarkan oleh Pihak Berkuasa. (Blok A & B)</p>	Lot	2		
				b/f	

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR (Cont'd)**

BILL NO 2 : KERJA MEKANIKAL, ELEKTRIKAL DAN AWAM (HANG TUAH) (Cont'd)

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
	<i>(All quantity are provisional and subject to remeasurement)</i>			c/f	
	<u>Dry Riser System</u>				
7.	4-way breaching inlet c/w pipe work, puddle flange and all other necessary accessories (Blok A&B)	Lot	2		
8.	To supply and install new complete sets of "Dry Riser System" including all fitting and accessories. Scope : Pipework from Grd. Floor to Roof Level Material :150mmØ GALVANISED IRON (G.I) CLASS "C' PIPE				
	a) Block A	Lot	1		
	b) Block B	Lot	1		
9.	1 lot of landing valves, hose cradles, each c/w 1 nos. 65mm dia. X 30m canvas hose, coupling, branch pipe nozzle (jet & spray type), valves and accessories.				
	a) Block A	Lot	17		
	b) Block B	Lot	17		
10.	Balancing, calibration, testing and commissioning of all system equipment and components for Block 1for Fire-Fighting system. (Bloc A&B)	Lot	2		
11.	Membekal dan memasang papan tanda dari jenis Akrilik tebal 3mm saiz 4" x 12", 5" x 12" dan 6" x 12". Bahan pengikat mesti terdiri daripada tahan karat	Nos	110		
12.	<u>Kerja Am dan Kemasan</u>				
	<u>Hose Reel Pump Room</u>				
a)	Kerja-kerja merata dan menyediakan permukaan dan menyapu lapisan Cementitious Water Proofing apply in 2 coat bagi permulaan lantai/slab. (Block A&B)	Lot	2		
Jumlah dibawa ke Ringkasan Tender Bill No. 2 (M/S RT/2)					

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR (Cont'd)**

BIL. NO 3 : KERJA MEKANIKAL, ELEKTRIKAL DAN AWAM (KERINCHI 1A)

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
	<i>(All quantity are provisional and subject to remeasurement)</i>				
	<u>Hose Reel System</u>				
1.	1 lot of hose reel mains c/w valves, fittings, supports, pressure reducing valve assembly, auto-air release valves, painting, labelling, steel pipe sleeve, accessories. Scope : Pipework from Grd. Floor to Roof Tank (Right line and left line risers) Material : 50mm Ø GALVANISED IRON (G.I) CLASS "C' PIPE	Lot	1		
a)	Block 1				
2.	1 lot of hose reels, each c/w drum, ball valve, 25mm dia. x 30m long rubber hoses, couplings, jet and spray nozzles (nylon type) c/w chromium plated nozzle box, accessories. (All floors)	Nos	36		
a)	Block 1				
3.	1 set of electric duty and standby pumps (diesel type) (Ebara Pump or equal) c/w motors, supports, vibration isolators, valves, piping, paintings, gauges and accessories. The pump shall not be less :-				
a)	Pump 1 & 2 (CAP: 200 l/min @ 60 Mtr Head) (Block 1)	Lot	1		
4.	Control panel for hose reel pumps c/w tank low water electrode indicators, control, fire resistant wiring in metal conduit / trunking.	Lot	1		
	<u>Dry Riser System</u>				
5.	4-way breeching inlet c/w pipe work, puddle flange and all other necessary accessories	Lot	1		
6.	To supply and install new complete sets of "Dry Riser System" including all fitting and accessories. Scope : Pipework from Grd. Floor to Roof Level Material : 150mmØ GALVANISED IRON (G.I) CLASS "C' PIPE				
a)	Block 1	Lot	1		
				c/f	

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR (Cont'd)**

BIL. NO 3 : KERJA MEKANIKAL, ELEKTRIKAL DAN AWAM (KERINCHI 1A) (Cont'd)

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
	<i>(All quantity are provisional and subject to remeasurement)</i>			b/f	
	<u>Dry Riser System (Cont'd)</u>				
7.	1 lot of landing valves, hose cradles, each c/w 1 nos. 65mm dia. X 30m canvas hose, coupling, branch pipe nozzle (jet & spray type), valves and accessories.				
a)	Block 1	Nos	18		
8.	Balancing, calibration, testing and commissioning of all system equipment and components for Block 1 for Fire-Fighting system.	Lot	1		
9.	Membekal dan memasang papan tanda dari jenis Akrilik tebal 3mm saiz 4" x 12", 5" x 12" dan 6" x 12". Bahan pengikat mesti terdiri daripada tahan karat.	Nos	55		
Jumlah dibawa ke Ringkasan Tender Bill No. 3 (M/S RT/2)					

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR (Cont'd)**

BILL NO. 4 : KERJA MEKANIKAL, ELETRIKAL DAN AWAM (SERI PERLIS 2)

BIL	DESCRIPTION	UNIT	QTY	RATE (RM)	AMOUNT (RM)
	<i>(All quantity are provisional and subject to remeasurement)</i>			b/f:	
1.	1 lot of hose reels, each c/w drum, ball valve, 25mm dia. x 30m long rubber hoses, couplings, jet and spray nozzles c/w chromium plated nozzle box, accessories. (All floors) <u>Seri Perlis 2</u>				
a)	Block A	Nos	8		
b)	Block B	Nos	8		
c)	Block C	Nos	8		
d)	Block D	Nos	8		
e)	Block E	Nos	8		
2.	Balancing, calibration, testing and commissioning of all system equipment and components for Block A, B,C,D & E for Fire-Fighting system.	Lot	5		
3.	Membekal dan memasang papan tanda dari jenis Akrilik tebal 3mm saiz 4" x 12", 5" x 12" dan 6" x 12". Bahan pengikat mesti terdiri daripada tahan karat	Nos	41		
Jumlah dibawa ke Ringkasan Tender Bill No. 4 (M/S RT/2)					

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK)
SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS
2 KUALA LUMPUR (Cont'd)**

BILL NO. 5 : PROVISIONAL SUM

BIL	KETERANGAN	UNIT	JUMLAH (RM)
A	<p><i>The sum provided herein shall be expanded or deleted in part or whole for any works which are not included in the contract all as directed and approved by the Pegawai Penguasa</i></p> <p>Allow for a Provisional Sum of Ringgit Malaysia Forty Thousand Only (RM40,000.00) for repair work for damage and replacement of spare parts due to acts of destruction (vandalism) on fire-fighting equipment/systems and contingencies such as natural disasters, leaking water tanks, etc. The contractor must also monitor and send preventive maintenance reports or repair proposals along with color photos</p>	L.S.	40,000.00
	Jumlah dibawa ke Ringkasan Tender Bill No.5 (M/S RT/2)		40,000.00

DEWAN BANDARAYA KUALA LUMPUR

**CADANGAN KERJA-KERJA PENGGANTIAN SISTEM
PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN
BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A,
SERI PERLIS 2 KUALA LUMPUR**

BAHAGIAN 9. SPESIFIKASI

UNTUK KELOMPOK KERJA
Untuk Kegunaan DBM Sakinah HAJA

A) SPESIFIKASI AM

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

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

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

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

B) TECHNICAL SPECIFICATION FOR HOSE REEL SYSTEM

1.0 GENERAL

All major equipment offered shall be supported by copies of the current test certificates from SIRIM or recognised laboratory Such as Factory and Machinery Act (FMA), National Fire Protection Association (NFPA), Underwriters Laboratories (UL) or Loss Prevention Certification Board (LPCB).

2.0 PUMPING EQUIPMENT

The total number and the duty of each Fire Hose Reel Pump to be provided are as indicated in the Schedule of Design Requirements and/or Tender Drawings. The Hose Reel Pump System comprises a duplicate set of pumps, one known as the 'Duty Pump' to operate on normal electric power supply and the other a 'Standby Pump' arranged to operate either on emergency power supply or by a diesel engine, in case of mains failure, as indicated in Schedule of Design Requirements and/or Tender Drawings.

Duty and standby pumps shall comply of Malaysia standard heavy duty end suction pump MS 2616:2015 Fixed Fire Fighting System - Fire pumps, as per schedule of design requirement and shall have a smoothly cast volute, machined and balanced impeller fitted to stainless steel shaft and sleeves, turning in heavy duty ball thrust and roller bearings, with leak proof mechanical seals. The material of the impeller shall be high grade bronze/stainless steel as indicated in Schedule of Design Requirements. All electric driven pumps shall be direct-coupled to its driving motor by flexible type steel couplings and the whole unit shall be mounted on a common rugged steel base plate. The pumps must have **approval by the Jabatan Bomba dan Penyelamat Malaysia.**

All pump units shall be mounted on raised concrete plinth and the overall height of the plinth shall be as indicated in Schedule of Design Requirements and/or Tender Drawings. The Contractor shall supply and install the concrete plinth and shall be responsible to ensure smooth running, quiet operation with noise effectively reduced.

Each pump shall be fitted with suction strainer, suction valve, anti-vibration flexible coupling, discharge 'non-slam' check valve, discharge valve, pressure gauges, renewable casing wearing rings, renewable bronze shaft sleeves at the mechanical seal and a priming cock as indicated in the drawings.

All pumps shall be specifically chosen for their particular operation as regards water quantity, operating speed and working head.

All pumps shall be carefully selected and operate on a suitable flow characteristic curve as denoted by the pump characteristics i.e., at operating condition for a given flow rate and head as indicated in Schedule of Design Requirements.

All pumps and motors shall have full load speed not exceeding 2900 rpm.

2.1 Mechanical Seal

The pump seal shall be integral with the casing and shall be of the mechanical seal type. The mechanical seal material shall be of either silicon carbide, carbon or ceramic type and suitable for fluid media operation.

2.2 Pump Operation

The pumps shall be arranged such that the Duty Pump starts automatically when a fall in pressure occurs in the rising or distribution mains exceeding 5%-10% of the setting pressure. The Standby Pump (Diesel Engine) operational should be automatically ON in the event of further pressure drop 20% of the setting pressure, and should be manually OFF. The duty pump shall stop automatically when the normal static pressure in the riser or distribution mains has been re-established.

2.3 Diesel Engine

The diesel engine shall be for driving the standby Fire Hose Reel Pump and shall be of cold starting, direct injection type, naturally aspirated single cylinder, air-cooled with variable speed governor, fuel and lubricating oil filters and exhaust silencer. The engine shall be of the industrial type suited for continuous heavy duty performance and shall be rated at not more than 2900 rpm under standard atmospheric conditions. The power output shall be as specified in the Schedule of Design Requirements, with all engine accessories driven, or not less than 120 % of power required to drive the pump at design condition.

The engine is to be started directly by an extra heavy duty 12 Volts or 24 Volts electric starter motor, from a bank of batteries. Automatic and manual starting of the engine shall be provided. Manual starting switch shall be placed on the engine instrument panel.

The battery shall be heavy duty maintenance-free nickel cadmium or sealed lead acid rechargeable type of sufficient capacity a minimum of not less than as indicated in Schedule of Design Requirements for Hose Reel System in 5 hour rate of discharge, to provide six (6) successive abortive starts of the engine without recharging, and housed in metal box located beside the engine set. The box shall be lockable c/w lock set and have louvers for sufficient ventilation.

A trickle charger shall be supplied with the battery and of the automatic type with two charging rates. Charger instrumentation shall consists of ammeters, voltmeters, indicating lights for "Main On", "Trickle Charge", "Booster Charge" to be incorporated in the pump control panel in the pump room.

The engine and pump set shall be mounted on raised concrete plinth. The overall height of the plinth shall be as indicated in Schedule of Design Requirements and/or Tender Drawings.

The exhaust pipe shall be insulated with 25mm thick calcium silicate, complete with 1.8mm metal cladding and discharge outside of plant room as shown in the Tender Drawings.

2.4 Fuel Tank

The fuel tank must be of welded steel conforming to BS EN 210:2000 for mild steel drums. The tank must be mounted above the inlet to the Engine Fuel Pump to provide a gravity feed.

The tank must be fitted with an indicator showing the level of the fuel in the tank. The tank capacity is indicated in Schedule of Design Requirements (Minimum 30 litres (8 gals.)).

Any valve in the fuel feed pipe between the fuel tank and the engine, must be placed adjacent to the tank and it shall be locked in the open position. Pipe joints must be soldered and the plastic tubing must not be used.

The following auxiliary equipment must be provided:

- 2.4.1 A sludge and a sediment trap.
- 2.4.2 An inspection and a cleaning hole.
- 2.4.3 A filter between the fuel tank and fuel pump mounted in an accessible position for cleaning.
- 2.4.4 Means to enable the entire fuel system to be bled of air.
- 2.4.5 Screwed plugs for air relief.

3.0 PIPEWORK

3.1 General

The work involved includes but shall not be limited to the supply and installation of all necessary pipe, valves, fittings, anchors, supports, brackets, insulation etc. unless specifically excluded elsewhere in this Specification.

The pipework shall be carried out by competent person certified by authorize body in accordance with the best engineering practice and to conform with the diagrams and layouts shown in the Tender Drawings.

3.2 Regulations

All pipelines shall be installed in accordance with the relevant Regulations and Standard such as Factory and Machinery Act (FMA), National Fire Protection Association (NFPA), Underwriters Laboratories (UL) or Loss Prevention Certification Board (LPCB).

3.3 Piping Installation

All piping material shall be galvanized steel to BS EN 10255:2004 Class 'C'.

Square tees, square elbows & cross tee shall not be used. All changes of direction of the pipe run shall be made with standard bends or long turn fittings.

All piping shall be cut with pipe cutters, accurately to dimensions determined on site and worked into position without springing or forcing. Pipe thread shall be cut with threaded dies and ends reamed before assembly. All screwed and socketed pipe joints shall be made using Teflon or an approved propriety jointing compound and fine hemp. Any threaded tubing exposed after jointing shall be painted to prevent corrosion.

A suitable automatic air release valve shall be fitted to each stack of risers or as indicated in the Tender Drawings.

The contractor shall ensure that all joints are tight and drip-proof.

3.4 Underground Piping

All underground pipes shall be galvanized steel to BS EN 10255:2004 Class 'C', pre-insulated factory wrapped externally with bituminous comply to BS EN 10224:2002 and BS EN 10311:2005 or tape Coating Systems to protect pipelines against damaging corrosion and shall be complete with pipe marker at 20' interval.

Pipes run underground shall be laid at least 900 mm below the surface and adequate provision for protection against vehicle movements and corrosion shall be taken. The insulated pipe shall be carefully laid on a sand bed completely free of stones, back-filled with sand around and over the pipe to a minimum depth of 80 mm. The next layer of backfill shall then be 300 mm deep of material free of stones; etc. The trench shall then be filled with available material.

*** For road crossing, please refer to detail drawing.**

All excavation, backfill of underground pipework shall be done properly by the Contractor. The work shall be supervised for alignment, levels and protection to the piping.

Piping shall be installed in accordance with good commercial practice. Care should be taken to avoid possible restrictions due to foreign matter, faulty fabrication or improper installation.

3.5 Pipe Jointing

3.5.1 Screwed Joint Connections

Pipe joints up to and including 50 mm (2") diameter on galvanized steel piping shall be made by means of screwed connections.

For screwed joints, the sealing compound to be used shall be litharge or glycerin. Plumber's rope or paint will not be allowed for such purpose. Standard reducing pieces shall be used throughout the whole installation.

3.5.2 Selection of pipe jointing type for 65 mm (2½") diameter and above to suit the operational requirements of the specific installation shall be as per Schedule of Design Requirements and specification below:

3.5.2.1 Mechanical Joint Coupling

For joints 65 mm (2½") and above, on galvanized steel piping shall be made by means of mechanical joint coupling.

All joint couplings, fittings, valves, and accessories shall be the products of a single manufacturer.

All castings used for coupling housings, fittings, valve bodies, etc., shall be traceable for quality assurance.

Detail of mechanical joint couplings and fittings shall be shown as per drawing.

All mechanical joint couplings shall conform to ASTM A-536 Grade 65-45-12.

Installation of mechanical joint coupling shall be in accordance with the manufacturer's installation instructions. The Contractor shall remove and replace any joints deemed improperly installed.

Where mechanical joints coupling are impractical, or flanges are required for erection purposes, or at connections to fittings and at all flanged valves, flanges shall be fitted and welded onto pipes to approval.

All flanged joints shall be flushed and aligned and shall be made with corrugated joining rings, coated on both sides with the recommended joining compound. All bolts and nuts shall be of galvanized steel of approved manufacturer.

All welded joints shall comply with BS EN 10253-2. Pipe ends shall be prepared by machining, grinding or machine gas cutting or hand flame cutting with subsequent grinding.

Prior to commencement of welding work, the contractor shall submit a copy of a competent welder certificate for approval.

3.6 Pipe Supports

All vertical runs of pipe shall be adequately supported with suitable steel clamps. All horizontal runs of pipe shall be hung from ceiling slab or walls with suitable steel hangers. At the lowest point of a vertical riser pipe, proper additional support shall be used to support from the floor level.

In the case of pipe support is allowed to be hang at roof structural steel, drilling and punching of hole are not allowed for roof structural steel. Steel bracket/ clamps or proper fixing shall be provided.

All pipes shall be adequately supported by approved type steel hangers. The spacing of these supports shall be as follows:-

Schedule 1: Pipe Spacing

Nominal pipe diameter	Maximum spacing	
	Horizontal spacing	Vertical spacing
Up to and including 50 mm (2" diameter) bore	3 m	3.5 m
65 mm (2½") bore up to and including 150 mm (6") bore	4 m	4 m

Schedule 2: Anchoring

Pipe (Diameter)	sizes Rod Size	Anchor	Hole	Anchor	Hole
		Size	Diameter	Length	depth 20
mm – 40 mm	6 mm	10 mm	10 mm	25 mm	25 mm
50 mm – 150 mm	9 mm	13 mm	13 mm	40 mm	40 mm

3.7 Pipe Sleeves

Pipe sleeves shall be fitted for pipes passing through concrete floors and walls (concrete/brick). Pipe sleeves shall be one (1) nominal diameter larger than the service pipe concerned.

Sleeves for galvanized steel pipe shall be of galvanized pipe off-cuts, and sleeves for copper pipe shall be similar but of brass or copper. Pipe sleeves of 100 mm diameter and above maybe constructed from not less than 3 mm galvanized sheet steel.

Pipe sleeves fitted in floors shall generally end 25 mm above the finished floor level, except in plant rooms and other areas where "wet floors" are expected in these cases, the sleeves shall end 50 mm above the finished floor level.

3.7.1 Fire Resistance Sealant or Non-Combustible Fire Stop Material

Any opening or clearances on floor, wall or partition through which pipe and pipe sleeves passes through shall be tightly caulked with fire resistance sealant or non-combustible fire stop material compliance to BS EN 14187-7:2003 with minimum 2 hours fire protection to form acoustic and fire barrier.

The method of installation for the fire resistance sealant or non-combustible fire stop material through any floors, walls or partitions shall in accordance with manufacturer's instruction.

3.8 Pipework Accessories and Fittings

All valves and fittings necessary for correct control, operation and maintenance of all services shall be provided and installed to the satisfaction of the S.O. Valves shall be installed where they are easily accessible for maintenance and operating purposes.

Each valve shall be of the same nominal size as the line in which it is installed, Except for control, pressure reducing and similar valves which shall be correctly sized

for the duty concerned. Connection between each valve and adjacent piping or equipment shall be made either flange or threaded joints may be applicable.

Before installation, every valve shall be blown out with air to remove any foreign matter lodged in valve.

3.8.1 Flexible Couplings shall be of wire and fibre moulded high-pressure rubber type. The flange shall be integral with the fittings and shall be clamped in place using split steel flanges for sizes 50 mm diameter and above. For sizes below 50 mm diameter, a similar hose shall be used except that hose clips sealed with mastic shall be used for connection.

3.8.2 Strainers shall be installed upstream of all pumps. For 50 mm diameter and below, the strainers shall be bronze body type. All strainers shall be fitted with permanent magnets and removable bronze screens.

3.8.3 Pressure gauges shall be minimum 100 mm diameter dial face type and having ranges suitable for the service pressure encountered. The maximum range of the gauge should be double the operating pressure.

The gauges shall be industrial type shock proof, oil filled, stainless steel casing and IP 65 Ingress Protection Rating (Able to protect against water jets).

3.8.4 All valves supplied and installed shall conform to the following standards:

3.8.4.1 Gates Valve

All gate valves shall be of approved full bore type.

All gate valves up to 50 mm (2") shall be of the screw end bronze body with internal spindle and shall comply with BS EN 12288:2003.

All gate valves above 50 mm (2") shall be of the flange end cast iron body with internal spindle and shall comply with BS 5163-1:2004.

3.8.4.2 Check Valve

All check valves, horizontal or vertical up to 50 mm (2") shall be screw end bronze type spring loader type and shall comply with BS EN 13709:2010.

All check valves above 50mm (2") shall be wafer type cast iron with stainless steel disc and shall comply with BS EN 13709:2010.

3.8.4.3 Ball Valve

All ball valves shall be screw end brass type and shall comply with BS EN 13828

3.8.5 Pressure switches shall have an operating pressure range of 0 – 1 bar or 0.3 bar – 3.5 bar depending on the line pressure of the system, and shall have stainless steel diaphragm, a mercury switch and to operate on 240 volt, 50 Hertz A.C. supply.

3.8.6 All pipe fittings up to and including 50 mm (2") diameter, shall be of malleable cast iron conforming to BS143 and BS1256.

All pipe fittings having 65 mm (2 1/2") diameter and above, shall be of galvanized steel type conforming to JIS B2311:2117 or equivalent approved standard within the specifications of the relevant piping circuit

and shall be of best quality manufactured. Each pipe fittings shall have appropriate identification mark embossed or engraved on it and approved by S.O prior to installation.

Any non-standard fittings shall not be permitted unless otherwise approve by S.O

- 3.8.7 All flange fittings shall be factory welded and no welding shall be carried out at the site. All flange connections shall have their mating faces machined to a true surface square with the centre line pipe axis $\pm 3\%$ deflection from the cross-sectional axis of the pipe. Factory fabricated gaskets shall be used for leak proof connections.
- 3.8.8 On-site welding operations should be avoided as far as possible, but if unavoidable they shall be carried out in accordance with BS 2971:1991 and should be carried out by qualified welders.
- 3.8.9 All bends used shall have radius of not less than five (5) times the diameter. If radius is not obtainable, alternative bends of approved type may be used.
- 3.8.10 Tees in pipes shall be slipped on or other approved leveled end. All tees shall be of approved manufacturer.
- 3.8.11 Reduction in diameter for through flow pipes shall be made by means of reducing sockets. Eccentric reducing sockets shall be used on horizontal pipes and concentric reducing sockets for vertical pipes only.
- 3.8.12 Unions 50 mm and under shall be screwed with ground brass seats. Unions 65 mm and above shall be standard galvanized steel companion flanges. Where the pipe is galvanized , the union and flanges shall be galvanized . Unions of flanged connections shall be provided where necessary, to permit dismantling of piping or removal of valves and equipment.

3.9 Pipe Arrangement

Typical arrangement of pipe shall be as shown in tender drawing.

4.0 HOSE REEL

The hose reel system shall be of the swing universal type and shall consist of but not limited to the a stop valve, reel, hose, shut-off nozzle assembly, nozzle box/steel cabinet and shall be designed as to facilitate swift withdrawal of the hose in any directions with the reel axis horizontal.

4.1 Rubber Hose

The rubber hose shall have 25 mm internal diameter and a working pressure of 10 bars. The minimum bursting pressure shall be 42 bars.

The rubber hose shall be manufactured with an inner rubber tube lining, a reinforcement of single rayon braid of cotton conforming to BS EN 694:2001 and an abrasion resistant rubber cover.

The length of the rubber hose shall not be less than 30 meter as indicated in the Schedule of Design Requirements. There shall be no joints in the length of the hose.

4.2 Stop Valve

The stop valve shall be complying with Malaysia Standard MS 1447 and BS EN 671-1:2001, 25 mm diameter and threaded 25 mm B.S.P. (British Standard Pipe) parallel. Any indication of the open or shut position shall be fixed or marked on the wheel of the valve, and the body of the valve shall be marked with directional arrow indicating the direction of flow through the valve.

The hose reel waterways connecting the water supply to the hose excluding the stop valve and that part between the stop valve and the hose reel shall be constructed of non-ferrous material or stainless steel.

4.3 Shut-Off Nozzle

The hose shall terminate in a shut-off nozzle which shall give the following control settings: Shut and Spray and/or Jet
The material of shut off nozzle shall be brass and comply to Malaysia Standard MS 1447.

Note: When both spray and jet are provided, it is recommended that the sequence should be as above with the spray setting between the shut setting and the jet setting.

Any spray discharge shall be in the form of either a sheet of spray or a conical spray.

4.3.1 Marking of control conditions

Rotary operated nozzles shall be marked to show the direction of closing and opening.

Lever operated nozzles shall be marked to show the settings for:

Shut and Spray and/or Jet.

4.4 Hose Reel

The hose reel shall extend not more than 350 mm from the mounting surface and shall have an overall diameter not greater than 750 mm. The side plate of the hose reel shall have a continuous outer rim and shall be rigid in construction. The diameter of the inner core on which the hose is wound shall not be less than 200 mm. When the full length of the hose is coiled on the hose reel without the use of abnormal tensions, the rims of the side plates of the hose reel shall project at least 15 mm beyond the external diameter of the coiled hose reel. It shall be arranged in such a way that the hose is not restricted or flattened by the application of additional layers.

Every hose reel shall be marked with the following information:

4.4.1 The manufacturer's name, trade name or mark, or the name, trade name or mark of the responsible vendor.

4.4.2 Instructions for operating and use, which shall include the following:

4.4.2.1 Turn on stop valve to release nozzle.

4.4.2.2 Run out hose.

4.4.2.3 Turn on water at nozzle.

4.4.2.4 The hose shall be fully charged before winding it on to the reel.

4.4.2.5 Test pressure in bar (lbf/in²).

4.5 Hose Reel Cabinet

The cabinets if required shall be fitted with a door and fitted with a lock. Lockable cabinets shall be provided with an emergency opening device, which may be protected only by transparent frangible material. The hose reel cabinet shall be unlocked with a key, to provide access for inspection and maintenance. The emergency opening device shall not leave jagged or sharp edges when broken. Proper Label/Sticker shall be fix on the outside of Hose Reel Cabinet.

5.0 NOISE AND VIBRATION CONTROL

This section of specification specifies the basic requirement that the noise and vibration isolation control for the mechanical equipment which must be satisfied in order to be considered for the installation.

All mechanical plant and services shall be installed in accordance with the methods of installation and precautions stated herein, and such additional precautions as may be necessary to ensure that the operation of the plant does not result in noise levels or vibration amplitudes beyond the specified limits.

5.1 Pumping Equipment

The 9.0 mm minimum thick neoprene pads / natural rubber shall be installed for all pumps shall have a minimum deflection as follow;

- (a) When equipment on stable ground, the minimum deflection is 19 mm.
- (b) When equipment on concrete slab above floor level, the minimum deflection is 38mm.

6.0 ELECTRICAL INSTALLATION WORK

6.1 General

The Contractor shall carry out all electrical work necessary for the efficient, safe and satisfactory operation of the plant detailed elsewhere in the specification and shall supply, install and connect all motors, switchboards, switchgears and all necessary equipment and materials except where it is stated in the specification that materials are to be supplied or work is to be carried out by others.

All electrical equipment supplied shall be of the first grade as regards design and fully competent electrician of appropriate grades shall only carry out manufacture and installation.

All the electrical work shall use JKR approved product listed on J-MAL / Electrical Material Approval List.

The Contractor shall provide the following electrical equipments and services: -

- 6.1.1 All electric motors, starters, cable boxes and isolating switches for the fire protection services.
- 6.1.2 Conduit, cable tray, cabling and control wiring from the electrical isolator in the sub-switchboards to the fire protection switchboards (control panels).
- 6.1.3 Conduit, cable tray, cabling and control wiring from the fire protection switchboards (control panels) to the various items of fire protection and ventilation equipments.
- 6.1.4 All control equipments, control wiring and associated works.
- 6.1.5 Conduit and wiring including control switches and fused spare outlets as indicated in the tender drawings.

The Contractor shall be required on completion of the electrical installation to provide in a glazed frame a complete "as installed" wiring diagram identifying all the control circuit and the various colour-coding.

The following works shall be carried out under other specialist work: -

- 6.1.5.1 Supply, installation and connection of the sub-mains to main fire protection plant switchboard and to the isolators in the sub-switchboards fire protection.
- 6.1.5.2 Lighting and power socket outlets in the plant rooms.

Unless specified elsewhere, all equipment, apparatus, appliances and accessories for low voltage electrical installation shall be rated for operation on a 240/415 V within the tolerance as defined in MS IEC 60038 : 230/400V (+10%, -6%), 3 phase, 50 Hz. system with solidly earthed neutral.

All standard shall conform to the latest MS, MS IEC, IEC, BS EN, BS and/or EN standard.

6.2 Fire Fighting Switchboards

6.2.1 Types of Fire Fighting Switchboard

The types of switchboard shall be as specified in the Drawings and/or and Schedule of Design Requirements shall be of the following types: -

- 6.2.1.1 Self-contained, floor mounted, flush fronted, metalclad cubicle type suitable for front and rear access.
- 6.2.1.2 Self-contained, floor mounted, flush fronted, metalclad cubicle type suitable for front access.
- 6.2.1.3 Wall mounted metalclad type suitable for front access.

The switchboards shall house their air circuit breakers, moulded case circuit breakers, fuse switches, switch fuses, isolators, contactors, busbars, meters, protective relays, selector switches, indicating lamps, current transformers, cable terminating boxes, cable glands, anti-condensation heaters complete with automatic thermostats and isolators and all other necessary items of equipment whether specified hereinafter or in the drawings or not, suitable for operation on a 400/240 V (+10%, -6%), 3 phase, 50 Hz. system with solidly earthed neutral.

Unless otherwise specified elsewhere, the switchboards shall be capable of withstanding fault condition of not less than 50 kA at 415 V for 1 s as defined in IEC 60439-1.

The switchboards shall comply with IEC 60439-1 and the degree of protection shall be IP41 in accordance to MS IEC 60529. Outdoor switchboard shall also comply with MS IEC 60439-5 with protection degree of IP54 in accordance to MS IEC 60529.

Type testing for switchboard:-

Table 2A: Type testing for switchboard as per categorization

Category	Current Rating	Registration & Type Test Report
i I ≤ 600A	Suruhanjaya Tenaga	
ii	600A < I ≤ 2000A	Suruhanjaya Tenaga & Partial Type Test accordance with MS IEC 60439-1 (i) Short Circuit Test (Clause:80203) (ii) Temperature Rise Test (Clause:8.2.1)
iii	I > 2000A	Suruhanjaya Tenaga & Full Type Test accordance with MS IEC 60439-1

Routine tests on the switchboard shall be carried out before delivery to site. The main circuits and the auxiliary circuits shall be tested to verify dielectric properties with power-frequency test voltage of 2500 Vac for 1 minute and insulation resistance under test voltage of 1000 V.

Routine tests shall include inspection and checking of wiring, electrical continuity of the protective circuits, connections and effectiveness of mechanical actuating elements and interlock. **Test Results or Certificate duly certified by Competent Person as in Electricity Regulations 1994 shall be issued for every switchboard supplied and installed.**

6.2.2 Enclosures

6.2.3 General

Switch operating handles shall be interlocked with the compartment door so that the door may not be opened until the switch is off.

Light shall be clearly visible at a distance on clear day. The following shall be incorporated in Switchboard:

6.2.3.1 Duty & Standby Electric Pump:

- (a) Red, Yellow and Blue lights for phase indication in duplicate.
- (b) Red flashing light for A/C FAIL and PUMP ON MANUAL.
- (c) Green light for PUMP RUN.
- (d) Yellow light for PUMP TRIP.
- (e) START and STOP push button.
- (f) Switch off for A/C isolate and AUTO MANUAL selector switch.
- (g) An ammeter and voltmeter shall be provided.
- (h) MANUAL START push button.
- (i) Amber light for AUTO ON, AUTO CRANK ON, MANUAL ON, and AUTO CRANK FAIL.
- (j) Green light signals shall be provided on single horizontal alignment spaced adequately to show that the supply is normal. They are A.C ON, CHARGER ON, D.C ON.

6.2.3.2 A relay shall be provided to sound the alarm bell at the ground floor near the pump room, and also to the Master Alarm Bell at the Main Fire Alarm Panel and at the Repeater Panel on the starting of any pump.

6.2.3.3 A relay shall be provided in the switchboard to stop the pump when the water level in the water tank is at low water level and prevent from being switch on again until the water level reach start level.

6.2.4 Self-Contained Floor Mounted Cubicle Switchboards

The framework of the switchboard shall be fabricated from rolled steel sections of thickness not less than 2.5 mm and shall be self-supporting when assembled, uniform in height and depth from front to back. The rigid construction shall be designed to withstand without any sag, deformation or warping, the loads likely to be experienced during normal operating, maintenance or maximum fault condition.

The front shall be provided with covers/doors of box formation. The rear shall be provided with hinged removable doors of box formation. The rear doors shall be of double-leaf type with rebated edges and each leaf should preferably not be wider than 450 mm. Each leaf of door shall have 2 pairs of approved hinges. The door shall be fitted with approved type of surface-mounted espagnolette or cremone bolts complete with approved locking device operated by a satin chrome lever handle at the centre fixing. The top and sides shall be of removable panels. Cover plates with openings for cable entry shall be provided at the base of the switchboard. All panels, covers and doors shall be fabricated from sheet steel of thickness not less than 2.0 mm and so constructed as to provide a clear, flush and pleasing appearance. The panels, covers and front doors shall be secured to the enclosure by means of chromed type of screws with cylindrical knurled head complete with retaining clips. Welded cross struts shall not be used.

The switchboard shall be dust and vermin proof. All covers and doors shall be provided with grommets and dust seals to exclude dust and dirt. Louvers or ventilation vent with filter shall be provided at the sides and back for adequate ventilation. Precaution shall be taken to prevent overheating due to hysteresis and eddy current using non-ferrous plate (for single core cable). All edges shall be rounded. Serrated star washers shall be fitted to ensure satisfactory earthing of the front cover.

All indicating instrument which need to be read by the operator shall not be located higher than 2 m above the base of the switchboard. All operating devices such as handle, push buttons, etc., shall be located at such a height that they can easily be operated, and in general, the centreline shall not be higher than 2 m above the base of the switchboard. In the case where building automation devices, transducers and relays are provided, they shall be separately housed in a compartment of the section of the switchboard. All wiring from the devices, transducers and relays shall be neatly arranged and connected to the terminal blocks with removal links mounted on rail. Terminals shall be identified and labelled in accordance with IEC 60445.

A lockable tool compartment with keys and opening handle shall be provided at the lowest subsection of the switchboard. The switchboard shall undergo de-rusting treatment, anti-rust treatment with the exterior finished with epoxy dry-powder and oven baked semi-gloss beige colour and interior finished matt white. The switchboard shall be bolted to mild steel channel base or over concrete trench. The channel shall be anti-rusted and painted with a primer. There shall be a readily installed cable tray on the interior at both side panels for outgoing cable. All cables shall be rigidly secured using cable support bracket of non rotting material, before termination.

6.2.5 Wall Mounted Switchboards

The switchboard shall be fabricated from sheet steel of thickness not less than 2.0 mm. The enclosure shall be of all welded construction with sheets bent where possible so as to minimise the number of welded joints. The four sides of the enclosure shall be returned at the front to facilitate fixing of front cover plates. The front cover plates or doors shall be of box formation and flanged to facilitate fixing to the enclosure.

The front cover of the switchboard shall be provided with grommets and dust seal to exclude dust and dirt. Meshed louver or ventilation vent with filter shall be provided at both sides for ventilation. All edges shall be rounded.

Serrated star washers shall be fitted to ensure satisfactory earthing of the front cover. The switchboard shall undergo de-rusting treatment, anti-rust treatment and be finished with epoxy dry-powder and oven baked semi-gloss beige colour.

The switchboard shall not be mounted directly to the wall structure. It shall be firmly bolted/ welded on to galvanized C-channel brackets which in turn shall be bolted to the wall or structure by means of bolts and nuts. The top of the switchboard shall not be higher than 2100mm and the bottom shall not be lower than 900mm from the floor.

6.2.6 Associated Components

Busbars shall be of hard drawn high conductivity copper of adequate rectangular cross section to carry continuously the specified current without overheating and also coloured in accordance with the latest applicable British Standards. An earthen busbars of suitable cross section shall be run the full length at the base of the main switchboard.

Connections from busbars to the circuit breakers, switchfuses and fuseswitches shall be effected by means of copper bars or rods securely clamped to the busbars and identified by means of coloured plastic sleeving to indicate the phase colours.

All relays provided shall be heavy-duty pattern, unaffected by external vibration and capable of operation in any position. All meters and relays shall be fully tropicalised.

Earth fault/over current relays with the delay characteristics shall be provided to trip circuit breakers as specified. Earth fault relay shall incorporate drop flag indicator with hand-reset contacts.

All contactors and starters, relays and controllers shall be fitted on insulated panels. All incoming and outgoing circuit and in ring shall be brought to the contactors, starters, relays and controllers, via insulated terminal strips mounted within the metal cubicles, and all wiring between terminal strip and electrical equipment inside the control panel shall be neatly run and taped in accordance with the requirements of the Suruhanjaya Tenaga (ST).

6.2.7 Air Circuit Breakers (ACB)

ACB shall be of withdrawable metalclad, flush mounted, horizontal draw out isolation and air break type suitable for installing on cubicle type of switchboard. They shall be three or four poles type as specified and shall comply fully with IEC 60947-1 and 60947-2. They shall be ASTA or KEMA or other accredited laboratories certified for minimum rupturing capacity, rated short time withstand current, (Icw) of 50 kA at 415 V for 1 second or otherwise specified.

They shall consist of quick-make, quick-break, mechanically and electrically trip free mechanism arranged to give double break in all poles simultaneously. The closing mechanism shall be of stored energy type, either manually or electrically charged. Mechanical 'ON' and 'OFF' or 'I' and '0' indicators shall be provided. The tripping mechanism shall be equipped with push button for independent manual tripping and shall be stable and not being opened by shocks.

Each pole of the circuit breaker shall be provided with an arc chute to extinguish the arc drawn between the breaker contacts each time a breaker interrupts current, and interpole barriers to reduce arcing time for rapid deionization of the arc and guard against flash over. The contacts shall be renewable type.

The operating mechanism and carriage shall have the following positions: -

6.2.7.1 Service - In this position the main and control contacts are engaged.

6.2.7.2 Test - In this position the main contacts are isolated but the control contacts are still engaged. It shall be possible to check the correct operation of the control circuits without energising the main circuit.

6.2.7.3 Isolated - Both main and control contacts are isolated.

They shall be provided with marking to show the breaker positions with facility for padlocking the carriage in the Test and Isolated positions.

They shall be equipped with the following interlock devices: -

- (a) Prevent withdrawal of breaker while the breaker is in closed position.
- (b) Prevent closure of breaker while the carriage is in any position between 'fully isolated' and 'fully home'.

The arrangement of the busbar connections shall be such that with the circuit breaker withdrawn, the live parts shall be protected, either by suitable shrouding or lockable shutters.

Minimum four numbers (2-Normally-Open, 2-Normally-Close) double break type auxiliary contacts shall be provided.

Mechanical interlocks and/or electrical interlocks, where specified, shall be provided. Mechanical interlock shall be of code key type, arranged to mechanically operate the trip mechanism latch so that the breaker can only be closed when the key is trapped in the lock.

Electrical interlock shall be controlled by means of operation of auxiliary switches of another breaker designed to cut out the closing coils and mechanism of the parent breaker.

Where used as bus-coupler, they shall be of 4 pole type and provided with electrical and/or mechanical interlocks as required so that it is not possible for the coupler to close with its associated main incoming supply breakers closed.

Where used as incoming feeder from supply source (either from transformer, generator set or coupler), they shall be of 4 pole type.

The neutral of the 4 pole type ACB terminals shall be of the same size as the phase.

The frame of ACB shall be bonded to the switchboard earthing bar using of 3 mm x 25 mm tinned copper tape.

6.2.8 Moulded Case Circuit Breakers (MCCB)

MCCB shall comply with MS IEC 60947-2. They shall be fully tropicalised and suitable to be used up to an ambient temperature of 40 °C, enclosed in glass-reinforced polyester moulded case and suitable for use on 240/415 V, 50 Hz. A.C. supply system.

They shall be of the quick-make, quick-break type having manually operable toggle type handle. Permanent position indicators shall be provided to show status of the breaker. When tripping occurs, the handle shall be in the trip position midway between the 'ON' and 'OFF' or 'I' and 'O' position so as to provide positive indication of automatic interruption. The operating mechanism shall be non-tamperable.

The MCCB shall have trip-free feature to prevent the breaker from being closed against fault conditions. Multipole MCCB shall have common-trip operating mechanism for simultaneous operation of all poles.

The tripping units shall be one of the following types: -

6.2.8.1 Thermal-magnetic types with bimetallic elements for inverse time-delay overload protection and magnetic elements for short circuit protection.

6.2.8.2 Solid state trip unit with adjustable overload protection and adjustable short circuit protection with or without adjustable time-delay.

An arc extinguisher shall be incorporated to confine, divide and extinguish the arc drawn between the breaker contacts each time a breaker interrupts current. The contacts shall be of non-welding type.

If current limiting types of MCCB are used, they shall be equipped with current limiting device of either permanent self-resetting power fuse type or magnetic repulsion moving contact type.

The current limiting device shall coordinate with the normal trip mechanism so that all fault and overload currents occurring within the safe capability of the MCCB shall cause the MCCB to open, and all currents occurring beyond the capability of the MCCB shall cause the current limiting devices to operate.

If required, the MCCB shall have facilities for shunt trip, under-voltage/no-volt trip, externally connected earth fault protection, externally connected over current protection etc. They shall also have auxiliary contacts, accessories etc. for indication, alarm and interlocking purposes if necessary.

In area where is specified, and door interlocking facilities to prevent the panel door from being opened to access to the MCCB in closed position, shall be provided.

6.2.9 Miniature Circuit Breakers (MCB)

MCB shall be of type approved by Suruhanjaya Tenaga and JKR.

Unless otherwise indicated in the Drawings and/or Schedule of Design Requirements, MCB shall have breaking capacity not less than 6kA (rms) and of C-type with class 3 energy limiting characteristics. They shall comply with MS IEC 60898-1 and/or MS IEC 60898-2, fully tropicalised and suitable for use on a 240/415 V, 50Hz. A.C. system and up to an ambient temperature of 40°C.

They shall be quick-make, quick-break and trip free type complete with de-ion arc interrupters.

The tripping elements shall be of thermal magnetic type with inverse time delay over current and instantaneous short circuit characteristic. The respond to overload shall be independent of variations in ambient temperature.

They shall be manually operated by means of toggle type handles having visual indication of whether the breaker is opened, closed or tripped.

Multipole MCB shall be of all pole protected type and provided with common-trip mechanism for simultaneous operation of all the poles.

6.2.10 Isolating Switches

Isolating switches or switch-disconnector shall be of metalclad or high impact insulating material (e.g. polycarbonate) type. They shall fully comply with MS IEC 60947-1 and MS IEC 60947-3. The degree of protection shall be IP54 for indoor installation and IP65 for outdoor installation.

They shall be able to operate continuously at full current rating without de-rating, capable of making and breaking currents under normal condition and when in open position, providing isolation from source of electrical energy for reasons of safety.

They shall be quick-make, quick-break type suitable for use on 240/415 V, 50Hz. a.c. system. They shall be provided with removable top and bottom end plates or knockouts for cable entry.

The enclosure, the isolating mechanism and all other accessories shall be from the same manufacturer.

The enclosure for metalclad type shall comprise of heavy gauge steel plates rust protected and finished grey stove enamel. Front access doors for metalclad type, which is detachable, shall be fitted with dust-excluding gasket and shall be interlocked to prevent opening when the switch is 'On'.

However this interlock shall be able to be defeated by competent person for maintenance purpose. It shall be provided with, if required, facilities for lock-on and lock-off the operating handle.

6.2.11 Contactors

Contactors shall comply with IEC 60947-1 and 60947-4-1. They shall be fully tropicalised, suitable to be used up to an ambient temperature of 40°C and suitable for use on 240/415V (+10%, -6%) 50Hz. A.C. supply system.

The contacts shall be of quick-make and quick-brake type, dust-proof and rust protected. They shall be utilisation category as per Table 4A.

Table 4A – IEC Utilization Categories

Current	Utilization	Category	Typical Applications
AC		AC-1	Non Inductive or slightly inductive loads, resistance furnaces, heaters.
		AC-2	Slip-ring motors : switching off
		AC-3	Squirrel-cage motors; starting, switching off motors during running Most typical industrial application
		AC-4	Squirrel-cage motors: starting, plugging ¹ , inching ²
		AC-5a	Switching of electric discharge lamps
		AC-5b	Switching of incandescent lamps
		AC-6a	Switching of transformers
		AC-6b	Switching of capacitor banks
		AC-7a	Slightly inductive loads in household appliances: mixes, blenders
		AC-7b	Motor-loads for household applications: fans, central vacuum
		AC-8a	Hermetic refrigerant compressor motor control with manual resetting overloads
		AC-8c	Hermetic refrigerant compressor motor control with automatic resetting overloads

6.2.11.1 Plugging – Stopping a motor rapidly by reversing the primary power connection.

6.2.11.2 Inching – Energizing a motor repeatedly for short periods to obtain small incremental movements.

The contactor shall have multiple contacts and unless otherwise specified shall be normally-open.

6.3 Protection Relays

The protection device shall be of the type acceptable to the Supply Authority or Licensee and JKR. The protection relays shall be of panel flush mounting type. All relays shall comply with relevant parts of IEC 60255.

Over current and earth fault protection shall be provided by externally connected current transformers.

Unless specified in the Drawing and/or Schedule of Design Requirements, electromechanical over current and earth fault relay shall be of Inverse Definite Minimum Time (IDMT) type.

For over current relay of IDMT induction disc type, current settings shall be from 50% to 200% adjustable in seven equal steps and time multiplier settings from 0.1 to 1.0 seconds adjustable continuously.

Earth fault relay of IDMT induction disc type shall have current settings from 10% to 40% or rated current adjustable in seven equal steps time multiplier settings ranging from 0.1 to 1.0 adjustable continuously.

Earth leakage relay (ELR) shall be of the type suitable for use on a 240/415 V,50 Hz. A.C. system and up to ambient temperature of 40°C ELR shall be provided with test button for simulation of a fault, earth leakage LED indicator a reset button, protection against nuisance tripping due to transient voltage and D.C. sensitive. Unless otherwise specified in the Drawings and/or Schedule of Design Requirements, ELR shall be of adjustable current sensitivity and adjustable time delay type.

The selectivity range for current sensitivity shall be 0.03A to 10A and the time delay selectivity range of 0 second to 1 second. ELR shall incorporate with matching balanced core current transformer and shunt trip coil for the circuit breaker to which it controls the tripping shall also be provided.

Unless specified in the Drawings and/or Schedule of Design Requirements, the microprocessor based protection relays shall be rated at 240V/415V and operating voltage shall be in a range from 90V to 250V. The relays shall be housed in robust panel flush mounting case to IP 54 and shall be fully tropicalised and suitable to be used up to an ambient temperature of 50°C and relative humidity of 95%.

Unless otherwise specified, the microprocessor based protection relays shall be of combined three phase over-current and earth-fault protection with instantaneous, definite time and inverse-time characteristics. Time / current characteristic of IDMT over current and earth fault relays shall be of standard inverse curve (3/10).

The microprocessor based protection relays shall give numerical digital readout of set values, actual measured values and recorded values. The relays shall include a serial communication port for external connection to facilitate external reading, setting and recording of relay data and parameters by a personal computer (PC). PC connecting cable and parameter reading/setting/recording PC program shall be provided.

The microprocessor based protection relays shall incorporate with built-in self-supervision system with auto-diagnosis. The self-supervision system shall continuously monitor the relay microprocessor programs. If a permanent fault is detected, an alarm indication shall be given. A 240V/5A alarm contact for connection to external alarm shall be provided.

If current and voltage measurements are specified, the microprocessor based protection relays shall make available these measurements for local display. The measurements shall include three phase currents, phase-to-phase voltages and three phase-to neutral voltages.

The microprocessor based protection relays shall comply with relevant parts IEC 60255 and shall also comply with relevant parts of IEC 61000 on electromagnetic compatibility.

6.4 Measuring Instrument and Accessories

Measuring instrument and accessories shall comply with the relevant IEC Standards. They shall meet the requirement as specified in the Drawings and/or Schedule of Design Requirements.

6.4.1 Measuring Instrument

Measuring instrument shall be of panel flush mounting type with square escutcheon plate finished matt black and pressed steel case.

They shall be of industrial grade type adequately shielded against stray magnetic fields, conform to the measuring scales and arrangements as shown in the Drawings and calibrated for correct readings.

They shall comply with MS 925 and relevant parts of IEC 60051. External zero adjustment shall be provided for ammeters and voltmeters.

Ammeters, unless otherwise specified, shall be of moving iron type having continuous overload capacity of 120% of rated value and full scale value accuracy of $\pm 2\%$. They shall be provided with maximum demand indicator, if specified.

Voltmeters shall be of moving iron type having overload capacity of 200% of rated value and full scale value accuracy of $\pm 1.5\%$.

Kilowatt-hour meter shall be of 6 numbers wheel cyclometer aluminium type with both the current and voltage coils on laminated cover fabricated from high quality silicon steel strip.

They shall have overload capacity of 200% of rated value and accuracy of $\pm 0.5\%$ at the supply voltage and frequency characteristic.

Power factor meters shall be of balanced type using ferrodynamic, cross-coiled mechanism with measuring range from 0.5 lagging to 0.5 leading. Full scale value accuracy shall be $\pm 1.5\%$.

Frequency meters shall be of reed type with frequency range from 45 Hz. to 55Hz. and accuracy of $\pm 5\%$. If specified in the Drawings and/or Schedule of Design Requirements, the microprocessor based power meter shall be rated at 240V/415V and operating voltage shall be in a range from 90V to 265V.

The meters shall be housed in robust panel flush mounting case to IP 54 and shall be fully tropicalised and suitable to be used up to an ambient temperature of 50 °C and relative humidity of 95%.

The meters shall give direct numerical digital readout of actual measured values and recorded values. The meters shall include one serial communication port for external connection to facilitate external reading and recording of meter data and parameters.

The measurements and their accuracy of the microprocessor-based meters shall be:

Parameters / measurements	Accuracy
Volts (V): line-line / line-neutral	0.5% of reading \pm 2 digit
Currents (A): per phase	0.5% of reading \pm 2 digit
Frequency (Hz)	0.1 Hz \pm 1 digit
Power Factor: total	1% of reading \pm 2 digit
Active Power (kW): total	1% of reading \pm 2 digit
Reactive Power (kVAr): total	1% of reading \pm 2 digit
Apparent Power (kVA): total	1% of reading \pm 2 digit
Active Energy (kWh): total	1% of reading
Reactive Energy (kVArh): total	1% of reading
Maximum Demands (A, W, VA): total	1% of reading \pm 2 digit

If harmonics content measurement is specified, individual and total harmonics distortion on the current and voltage up to 30th harmonic shall be measured with the accuracy of 1% of reading.

There shall be a custom display screen, which can be programmed to display customised specific parameter requirements.

All data shall be continuously and concurrently logged, recorded and stored in internal non-volatile memory. All time base logged-in data can be retrieved and downloaded to a personal computer (PC) using serial communication port. PC connecting cable and data retrieving PC program shall be provided

The meters shall comply with IEC 60359 and IEC 60688. The meters shall also comply with relevant parts of IEC 61000 on electromagnetic compatibility.

6.4.2 Current Transformers

Current transformers shall comply fully with MS 1202 and IEC 60044-1 and shall have short time rating not less than that of the switchboard in which they are incorporated. The secondary shall be rated for 5A. They shall be adequately rated in VA to carry the summation of all VA burdens of the connected loads but in any case, the rating shall not be less than 15VA. They shall be capable of withstanding, without damage, on open circuit secondary with full primary current.

They shall be constructed from high quality silicon steel or resin encapsulated steel core. They shall be installed inside the switchboard in such a way that it is easily accessible for maintenance purpose. Identification labels shall be fitted giving type, ratio, rating, output and serial numbers.

Unless otherwise specified, current transformers used for measuring and metering shall be of Class 1.0 accuracy and those used for protection shall be of Class 10P10 accuracy.

6.5 Surge Protection Device

The surge protective devices (SPDs) shall be one-port type compatible with the 240/415V (+10%, -6%), 3 phases, 4 wires, 50Hz with solidly earthed neutral supply system it is protecting. The SPDs shall be of the type complying with MS IEC 61643-1, MS IEC 61643-12 and IEE Std C62.41.2 and in accordance with recommendations of MS IEC 62305 and the relevant parts and section of MS IEC 60364.

If the specifications conflict in any way, with any or all of the above/ standards, the specification shall have precedence and shall govern.

The SPDs shall be designed for the average isokeraunic level of approximately 200 thunder-days per year.

The SPDs modes of protection shall be each phase-to-neutral (L-N), each phase-to-earth (L-E) and neutral-to-earth (N-E) for either single phase or three phase supply system.

The SPDs shall be of voltage limiting type with metal oxide varistors (MOVs), or voltage switching type with gas discharge tube (GDT)/spark gap, or combination type with MOVs and GDT/spark gap. MOVs and GDT shall comply with MS IEC 61643-331 and MS IEC 61643-311 respectively.

The maximum continuous operating voltage (U_c) of SPDs shall be minimum 175V for SPDs connected between L-N and (L-E). When SPDs connected between (N-E), the rating of U_c shall be minimum 240V. The continuous operating current (I_c) for each mode of protection shall not exceed 3mA. In the case where the MOVs are used, the SPDs shall be provided with integrated thermal protection to avoid thermal runaway due to degradation.

The SPDs to be installed with respect to the location of category shall be as in Table 7A. The maximum discharge current (I_{max}) of SPDs shall be declared by the SPD manufacturer by submitting the V-I characteristic of a MOVs / GDT / spark gap.

The SPDs shall be equipped with visual indicator showing the protection status of the SPDs. Unless otherwise specified, SPDs shall be provided with auxiliary contact for connection to remote monitoring of SPDs protection status. A durable label with red lettering on a white background with words as stated below shall be fastened externally on the front cover of the SPDs compartment.

AMARAN

1. Pemasangan ini dilindungi oleh *Surge Protective Device* (SPD).
2. SPD tidak lagi berfungsi apabila 'petunjuk' bertukar warna/ tidak menyala.
3. Sila buat pemeriksaan pada SPD secara bulanan.
4. Sila hubungi 'orang kompeten' untuk penggantian SPD.
5. Pastikan juga 'circuit breaker' ke SPD sentiasa berada dalam keadaan ON (I).

The size of connecting conductors shall be as recommended by the SPD manufacturer. The connecting conductors shall be as short as possible (preferably not exceeding 0.5m for the total length) and shall be tightly bound together throughout the whole length with cable-ties or other approved means. Either a or a fuse of rating as recommended by the SPD manufacturer shall be provided for disconnecting the SPDs from the system in the event of SPDs failure or for maintenance. In the case where an MCCB is used, the breaking capacity of the MCCB shall comply with the rated ultimate short circuit breaking capacity (Icu) for the switchboards and DB respectively. The Ics shall be 50% of the Icu.

Location Category	1.2/50 μ s (U _{oc}) Voltage Generator	8/20 μ s (I _{sc}) Current Generator	Voltage Protection Level (U _p)	Maximum Discharge Current, I _{max} (8/20 μ s) per mode
Main Switchboard (MSB)	≥ 20 kV	≥ 10 kA	≥ 1800 V	≥ 65 kA
Sub-Switchboard (SSB) receiving energy from MSB located in the same building	≥ 10 kV	≥ 5 kA	≥ 1500 V	≥ 40 kA
SSB receiving energy from MSB located in other building	≥ 20 kV	≥ 10 kA	≥ 1800 V	≥ 65 kA
Distribution Board (DB) receiving energy from SSB located in the same building (<i>for cases where the SSB located in other building with MSB</i>)	≥ 6 kV	≥ 3 kA	≥ 1200 V	≥ 20 kA
Distribution Board (DB) receiving energy from SSB located in the same building (<i>for cases where the SSB located in other building with MSB</i>)	≥ 10 kV	≥ 5 kA	≥ 1500 V	≥ 40 kA
DB receiving energy from the licensee or MSB/SSB located in other building	≥ 20 kV	≥ 10kA	≥ 1500 V	≥ 40 kA
Socket Outlet or Terminal Equipment	≥ 2 kV	≥ 1 kA	≥ 500 V	≥ 10 kA

6.6 System of Wiring

The system of wiring shall be surface wiring, concealed wiring, surface conduit wiring or concealed conduit wiring as indicated in the Drawings and/or Schedule of Design Requirements. The wiring systems shall comply with MS IEC 60364-5-52.

All wiring shall be run neatly and in an orderly manner. They shall be routed parallel to building wall and column lines in a coordinated manner with other services. The wiring throughout shall be on the 'looping-in system' and no 'tee' or other types of joints are allowed. No reductions of the strands forming the conductors are allowed at all terminals. All strands shall be effectively secured by approved means.

Wiring which are not embedded in concrete or concealed behind plaster shall be run in an accessible manner on the beams, underside of slabs or below pipes, ducts, and down drops shall be run on the surface of columns or walls. Concealed wiring shall be installed in such a way that plaster can be applied over their thickness without being subjected to spalling or cracking. Cables serving different operating voltages and functions shall be segregated.

All cables shall be legibly marked on the external surface with at least the following elements; Manufacturer's identification, Voltage designation, Nominal area of conductor and Standard Numbers. Standard colour coded cable shall be used for three phase circuit to identify the phase conductors, neutral conductor and protective conductor respectively.

Opening on floor, wall or partition through which cable, trunking, conduit or other wiring passes through shall be sealed according to the appropriate degree of fire resistance after the installation.

Chipping and cutting of concrete are not allowed unless otherwise approved by the S.O.'s Representative. The Contractor is required to work in conjunction with the building contractor for the provision of openings, trenches, core-holes, chases etc. as the building concreting work progresses.

In steel frame structures, the wiring system shall be rigidly and securely supported and fastened in place onto the structural steel beams, purlins and columns by fasteners such as clamps, clips, anchors, straps, hangers, supports or similar fittings. The fasteners shall be designed and installed as not to damage either to steel structures or wiring system.

The fasteners shall be installed at intervals not exceeding 1000 mm, and within 300 mm of every outlet box, junction box, device box, cabinet or fitting. Fasteners shall be of spring steel and/or galvanized steel, and where wires, rods or threaded rods are used with fasteners, they shall be of rolled carbon steel. The fasteners shall be finished with zinc coatings to resist rusting. Samples for the fasteners used shall be submitted to S.O.'s Representative for approval before they are used.

Unless otherwise approved by S.O.'s Representative, no welding on and/or drilling holes into any members or components of the steel frame structures for the installation of fasteners are allowed.

6.6.1 Types of Cable

6.6.1.1 PVC Insulated PVC Sheathed Cable

PVC insulated PVC sheathed cables of 300/500 V grade to MS 136 and 600/1000 V grade to MS 274. The conductors shall be of stranded plain annealed copper to MS 69 and MS 280. The insulation shall be suitable for continuous operation at a maximum cable temperature of 70°C and comply with MS 138.

6.6.1.2 PVC Insulated Cable

PVC insulated cable of 450/750 V grade to MS 136 and 600/1000 V grade to MS 274. The conductors shall be of stranded plain annealed copper to MS 69 and MS 280. The insulation shall be suitable for continuous operation at a maximum cable temperature of 70°C and comply with MS 138.

6.6.1.3 XLPE/PVC Cable

Cable shall be manufactured and tested in accordance to BS 5467 or IEC 60502 and shall have high conductivity plain copper stranded conductors, insulated with cross-linked polyethylene (XLPE), suitable for a voltage of 600/1000V laid together and bedded with extruded PVC and sheathed with PVC.

6.6.1.4 Armoured Cable

(a) **PVC/SWA/PVC Cable** – Cable shall be manufactured and tested in accordance with MS 274 or BS 6346 and shall have high conductivity plain copper stranded conductors insulated with PVC suitable for a voltage of 600/1000V laid together and bedded with PVC, armoured with galvanized steel wires and sheathed with PVC.

(b) **XLPE/SWA/PVC Cable** – Cable shall be manufactured and tested in accordance to BS 5467 or IEC 60502 and shall have high conductivity plain copper stranded conductors, insulated with cross-linked polyethylene (XLPE), suitable for a voltage of 600/1000V laid together and bedded with extruded PVC, armoured with galvanized steel wires and sheathed with PVC.

(c) **XLPE/AWA/PVC Cable** – Cable shall be manufactured and tested in accordance to BS 5467 or IEC 60502 and shall have high conductivity plain copper stranded conductors, insulated with cross-linked polyethylene (XLPE), suitable for a voltage of 600/1000V laid together and bedded with extruded PVC, armoured with aluminium wires and sheathed with PVC.

6.6.1.5 Mineral-Insulated Cables

Mineral-insulated cables shall be manufactured complying with IEC 60702, IEC 60331 and BS 6387 Category C, W and Z for electrical circuit integrity in case of fire. The cables shall have been tested to comply with IEC 60332-1 and 60332-3 for flame retardance, and IEC 61034 for smoke obscuration. The cables shall be halogen free with low organic content and do not release any corrosive emission when subject to fire conforming to IEC 60754-2. The cables shall be able to withstand a short circuit temperature of 280°C for 5 seconds. For general lighting and power points final circuits, unless otherwise specified, cables of 600V insulation grade may be used.

For main circuits and major power points, the cables used shall be of 1000 volt insulation grade. They shall be installed strictly in accordance with the manufacturer's recommendation and instruction. The mineral-insulated cables shall be as specified:

- (a) Mineral-insulated copper sheathed copper conductor (MICC) cables comprise of pressure packed magnesium oxide insulation contained within a solid drawn ductile seamless copper sheath with solid high conductivity copper conductors; or
- (b) Mineral-insulated mineral sheathed copper conductor (MIMS) cables comprise of multi stranded high conductivity copper conductors wrapped with layers of glass mica composite tape flame barrier and be insulated with a non-melt cross linked mineral insulation and mineral sheathed.

Cables installed on walls shall be fixed by means of copper clips or copper saddles at appropriate spacing. The clips or saddles shall be secured by means of brass screws. Where cables are installed on cable trays, they shall be clipped at appropriate spacing by means of copper saddles. The saddles shall be secured by means of brass bolts and nuts. Where single core cables are used on multi-phase distribution work, the cables shall be laid on their phase groups whether flat or trefoil.

Where single core cables pass through ferrous or other magnetic materials, the area surrounding the cables shall be replaced with non-ferrous plate of appropriate dimensions. Adequate bonding shall be provided where cables break formation to enter terminating positions. Minimum bending radius shall be not less than six times the cable diameter and saddle spacing not more than 60 times the cable diameter or 500 mm whichever is less.

Connection to motors, generators, transformers and other similar equipment shall be by one of the two methods listed below: -

- (a) The cable shall be clipped at the appropriate spacing up to a point adjacent to the equipment and an unsupported anti-vibration loop shall be left in the cable.
- (b) The cable shall be glanded into a suitable terminal box adjacent to the equipment and connection to the equipment being effected by means of mechanically protected flexible cable of adequate cross sectional area.

For mineral-insulated copper sheathed copper conductor (MICC) cables, termination shall be of cold seal type. Silicon rubber sleeve insulation shall be used to replace copper sheath stripped off near the termination for temperature not exceeding 150oC. For temperature exceeding 150oC, varnished glass sleeve insulation shall be used. Insulation and continuity tests shall be carried out before and after the cable is terminated. The insulation test reading shall be 'infinity'. A blow lamp may be used for drying out cable ends.

If it is impracticable to cut to waste, in which event the cable should be brought to cherry red heat at about 600 mm from the end and moisture driven carefully towards the cut end. It is absolutely essential that great care shall be taken to maintain earth continuity when terminating the cables.

Dirt and metallic particles in the compound and any loose traces of dielectric left at face of the sheath after stripping shall be removed prior to sealing. Cold sealing compound shall be forced down one side of the pot only until slightly overfilling in order to avoid trapping of air at the base of the pot and to ensure that when the sealing disc is entered before crimping a completely solid insulation barrier is affected.

All other necessary accessories such as tap-off units, joint boxes, brass compress ring glands, screw-on brass pots, earth tail seals, coloured sleeving for phase identification, cone shape beads, fibre disc, brass locknuts etc. required for the proper installation work, unless otherwise approved by the S.O.'s Representative, shall be of the type manufactured by the cable manufacturer.

For mineral-insulated mineral sheathed copper conductor (MIMS) cables, termination shall be metal gland or close fitting metal bush of crimping type. All other necessary accessories such as tap-off units, joint boxes including termination kits etc. required for the proper installation work, unless otherwise approved by the S.O.'s Representative, shall be of the type manufactured by the cable manufacturer.

6.6.2 Wiring in Conduit/Trunking (Surface or Concealed)

The cables used in conduit wiring, unless otherwise specified shall be similar to that described above. Unless otherwise specified in the Drawings and/or Schedule of Design Requirements, the conduits shall be of galvanized steel and conduit fittings shall be of galvanized steel or alloy materials. Cables above false ceiling shall be run in conduit or trunking.

The conduit shall generally be run on the underside of the floor slabs by mild steel brackets or suspenders. The trunking shall be suspended from the floor slabs or mounted against the wall by mild steel brackets. The mild steel brackets shall be anti-rust treated, painted with a primer and finished in orange enamel. The suspension structure shall be robust in constructions and adequately installed such that the conduit/trunking will not sag.

Flexible conduit shall be used for termination to equipment, which is subjected to movement or vibration. However, the length of this flexible conduit shall not exceed 400mm unless approved by the S.O.'s representative.

6.6.3 Metallic Conduits

Steel conduits shall be of galvanized, heavy gauge, screwed type complying with MS 275-1, MS 1534:PT.1, MS 1534:PT.2:Sec1, IEC 60423, IEC 61386-1 and IEC 61386-21. All steel conduit fittings shall comply with MS 275-2, MS 1534:PT.1, MS 1534:PT.2:Sec1, IEC 61035-1, IEC61035-2-1, IEC 61386-1 and IEC 61386-21. The steel conduits shall be fitted with brass bushes at the free ends and expansion devices at appropriate intervals.

The ends of each length of steel conduit shall be properly reamed. The termination to the distribution boards, consumer units, switchgears and outlet boxes shall be effected by brass type smooth-bore bushes. All steel conduits shall be effectively earthed.

For laying underground steel conduit shall be used and buried at a minimum depth of 450 mm below ground level or 100 mm below floor slab or hard standing. Junction boxes, outlet boxes etc. shall be of galvanized sheet steel or alloy material or malleable cast iron. The covers shall be galvanized sheet steel or alloy material with thickness not less than 1.2 mm. Accessories such as junction boxes down dropping to luminaries shall have die-cast cone-shaped metal cover.

6.6.4 Cable Trunking

Cable trunkings shall comply with IEC 61084. They shall be fabricated from galvanized sheet steel and finished with two coats of standard enamel paint. They shall be equipped with removable covers at suitable intervals. They shall be supplied in lengths to suit the installation and shall have the following minimum wall thickness:

NOMINAL SIZE (mm x mm)	MINIMUM WALL THICKNESS (mm)
50 x 50 and below	1.0
75 x 50 to 100 x 100	1.2
150 x 50 to 300 x 150	1.6
Above 300 x 150	2.0

All trunking elbows, offset and combination elbows, adaptors and tees shall be of same thickness as the straight trunking and shall be the type manufactured and supplied by the same trunking manufacturer.

The trunking shall be supported by fixing brackets so that the trunking will not be in contact with the walls or floor slabs. The brackets shall be installed at intervals not greater than 1500 mm for vertical runs and not greater than 1000 mm for horizontal runs. The brackets shall be derusted, finished in a primer and coated with standard enamel paint.

Wherever the trunking passes through a floor or a fire resistant wall, fire-resisting barrier shall be provided. At these positions the cables shall be sealed with non-hygroscopic fire resisting material of minimum 2-hour fire rating. In addition, the floor openings and wall openings shall be sealed with similar type of compound.

Cables running in the trunking shall carry conductor identification colours and shall be supported by split hard wood racks securely fixed at the base of the trunking and spaced not more than 600 mm apart.

Cables for each final circuit shall be properly bunched together and labelled. Where conduit is tapped off from the trunking, suitable brass type smoothbore bushes shall be fitted at all conduit termination. Unless otherwise specified, all trunkings shall have either tinned copper tape of dimension not less than 25 mm x 3 mm as circuit protective conductor or earth cable of appropriate size. In the latter case, all trunking joints shall be bridged by means of tinned copper tape of dimension not less than 25 mm x 3 mm.

6.6.5 Cable Trays

Cable trays system shall comply with MS IEC 61537 and shall be fabricated from perforated galvanized sheet steel complete with all necessary bends, tee pieces, adaptors and other accessories. The minimum thickness of the sheet steel shall be 1.5 mm for cable trays with widths up to and including 300 mm and 2.0 mm for cable trays with width exceeding 300 mm. However minimum thickness for the sheet steel of the perforated hot dipped galvanized cable trays shall be 2.0 mm. Cable trays may either be suspended from floor slabs by hangers or mounted on walls or vertical structure by brackets at 600 mm intervals.

However where the above methods of installation are not feasible or practical, suitable floor mounted mild steel structures shall be provided. All supports, hangers and structures shall be robust in construction and adequately installed to cater for the weights of the cables and trays supported on them so that cable trays and cables will not sag. All supports, hangers, bracket and structures shall be anti-rusted, finished in primer and coated with standard enamel paint.

All supports, hangers, bracket and structure for the perforated hot dipped galvanized cable trays shall also be of hot dipped galvanized type. Fixing clips and cleats for cables on trays shall be installed by means of bolts, washers and nuts.

All tees, intersection units, adaptor units etc. shall be the type manufactured by the cable tray manufacturer unless otherwise approved by the S.O.'s Representative. Wherever cable tray pass through a floor or a fire resistant wall, fire-resisting barrier as mentioned above shall be provided.

6.6.6 Cable Ladder

Cable ladder system shall comply with MS IEC 61537 and fabricated from mild steel and finished in hot-dipped galvanized or epoxy powder coat complete with all necessary horizontal elbow, horizontal tee, horizontal cross, reducer straight, outside riser, inside riser, reducer left, reducer right, cable clamp, cantilever arm, hold down clip/clamp, hanger bar, vertical splice plate and horizontal splice plate for welded type and screwed type. The minimum thickness of the sheet steel shall be 2.0 mm.

Cable ladder may either be suspended from floor slabs by hangers or mounted on walls or vertical structure by cantilever arm. Cable ladder shall be supported rigidly and adequately by external spring hangers mounted on channel base.

The cable ladder shall be supported at maximum intervals of 3000mm for in contact with the wall or floor slab surfaces. The spring hangers shall be supplied by the cable ladder manufacturer.

All supports, hangers, and structures shall be robust in construction and adequately installed to cater for the weights of the cables and ladder supported on them so that cable ladder and cables will not sag.

Rungs shall be spaced at 300mm nominal centres, welded to the rail sections by approved welding procedures. All rungs shall be perforated in accordance to the manufacturer's design.

The cable ladders shall be supplied fully assembled with preparations for connections to straight sections or accessories using splice plates mechanically bolted together. Allowance shall be provided for longitudinal adjustments and expansion. The cable ladders when completed shall be smooth, free from all sharp edges and shall be capable of discharging any water that may be retained due to normal weathering.

All accessories shall be the type manufactured by the cable ladder manufacturer unless otherwise approved by the S.O.'s representative. Wherever cable ladder pass through a floor or a fire resistant wall, fire-resisting barrier as mentioned above shall be provided.

6.6.7 Mounting Heights

Mounting heights listed below shall be measured from the underside of the fitting to the finished floor level. Unless otherwise specified or directed on site by the S.O.'s Representative, heights of fixing shall be as follows: -

Type of Fitting	Mounting Height (mm)
Suspended ceiling luminaries and ceiling fans	2400
Wall mounted luminaries and wall bracket fans	2050
Switches, and fan and regulators	1450
Socket outlets (for concealed wiring)	300
Isolator points	1450
Window unit air conditioner switches and starters	1450
Cooker points	1450
Water heater outlet points.	1450
Distribution boards (in service duct)	1450
Distribution boards (other than in service duct)	2050

6.7 Earthing

All motors and equipment earthing shall comply with Electricity Regulations 1994 and relevant parts of MS IEC 60364.

All protective conductors, copper tapes and earth electrode shall comply with BS EN 13601.

6.8 Labelling

Labels shall be fitted on the outside of all switchboards by means of non-corrodable screws or rivet or any other method approved by the S.O.'s Representative. The labels shall be of laminated plastic with engraved lettering with details such as type of equipment, rating, setting, to/from where it is connected etc.

The exact wording of the labels shall be agreed with the S.O.'s Representative. Single line mimic schematic circuit diagram shall be provided at the facial of the switchboards showing the relevant connection. The single line diagram shall be encased in perspex sheet and riveted on the outside front cover of the switchboard.

6.9 Starters

The starters for each motor shall comply with regulation of ST or Local Authority. Unless otherwise specified or indicated, the Contractor shall provide the following type of starters: -

Fractional hp motors shall squirrel cage type with split phase starting:-

kW	PHASE	CONSTRUCTION	STARTER
Below 0.75	1	-	Capacitor start induction run
0.75 to 2.2	3	Squirrel Cage	Direct on Line
3 to 7.5	3	Squirrel Cage	Star Delta/Auto Transformer
Above 7.5	3	Wound Rotor	Primary & Secondary Resistance/Soft starter

All soft starters shall be of reliable brand instead of conventional star-delta or auto-transformer starter and designed only for building services application and the power factor shall remain unity at any condition. Soft starter designed for general purpose shall not be used.

6.10 Electric Motors

All electric motors shall be totally enclosed fan-cooled and fully tropicalised, and shall be furnished with Class 'F' insulation to BS EN 60085:2008 and shall be specifically designed for 50 Hz, 400V (+10%, -6%), 3 phase power supply and to comply with the Electricity Supply Act 1990 (Act 447) and Electricity Regulations 1994 regulations. Motors shall be continuously rated and shall have torque characteristics as required by their respective duties.

6.11 Power Factor Requirement

The monthly average power factor of all the equipment supplied shall be not less than 0.85.

The above condition is to be achieved by power factor improvement equipment or devices. However, if the power factor correction is done other than at the load, than the cabling, electrical switching protection devices between the load and the point of correction shall be rated according to the worst power factor condition that they may be subjected to.

Power factor improvement used shall conform to IEC 70/70 standards and shall be suitable for continuous operation at a nominal voltage of 400V (+10%, -6%)/50 Hz/3 phase.

Capacitors used shall be dry type with self-healing properties and discharge devices. Loss shall not exceed 0.5W/kVar.

When automatic power factor correction bank is used, the regulator with the required number of steps should also incorporate no-volt protection relay, anti-hunting relay and a manual and automatic control switch. The regulator should be set to respond to kVar need of the system with no hunting. The regulator shall have LED display to show the number of steps switched on at any one time and settings for the sensitivity value and the desired power factor.

Current transformer to suitable ratio shall be rated at 15VA and minimum accuracy of Class 1. The Contractor shall be liable to pay any surcharge, or part thereof, levied by the TNB as a consequence of low power factor of the installed equipment.

7.0 CLEANING, PAINTING AND IDENTIFICATION

The painting works shall include all equipment, piping, fittings, valves, hangers, conduits, framework, switchboard, etc. and all other works exposed to view.

All paints used shall be of approved brand of best quality, low Volatile Organic Compound (VOC) content and ready mixed paint brought to site in unopened containers. No painting shall be done in unsuitable weather. Each coat of painting shall only be applied when the previous coat is completely dry.

The Contractor shall provide all tarpaulins, sheets and covering to protect the floors, walls and other works belonging to other trades. All equipment and piping shall be thoroughly cleaned and degreased upon completion on his work before any painting is carried out.

All metal works shall be cleaned and scale shall be free from grease. The surface shall then be prepared with an approved rust inhibitive primer and two (2) high gloss-finish coats to approved colors and to the approval of the S.O.

All pipelines shall be painted to approved colors in general to match the surroundings. In addition, lettering and the direction of flow must be indicated by painting a black/white arrow on to the pipelines at appropriate intervals. These arrows shall be 3" long on pipes up to 50 mm (2") diameter, 150 mm (6") long for pipes over 50 mm (2") diameter. All items to be painted shall be first cleaned and prime coated. Over this the final colour shall be applied in two coats. The paint shall be gloss-finish type.

The Schedule of Colours shall be as follows unless otherwise decided by the Superintending Officer.

ITEM	COLOUR
Water Tank	Red
Pipes	Red
Landing Valves	Red
Inlet Connections	Red
All Valves	Red
Items exposed to weather	Two coats of aluminium paint
Directional arrows	White

All Fire Fighting System equipment should be as per UBBL clause 248 or as other colours **approved by Jabatan Bomba dan Penyelamat Malaysia.**

8.0 VALVE TAGS

All valves shall be provided with Brass tags, 25 mm (1") min. dia. with stamped identification numbers, secured by chains to each valve handles. Upon completion of the work, a drawing showing the location and purpose of each valve shall be prepared and two (2) copies supplied where one (1) copy shall be placed in the suitable glass frame, and the other copy to the Owner. The drawing shall be complete with all valve numbers and shall enable each piping system to be traced by means of the valve tags. (wet riser, sprinkler, dry riser)

9.0 NAME PLATES

Supply and install on each of the following, identification nameplates engraved lettering. The plate size and lettering shall be subject to the approval of the S.O. but no limited: -

9.1 Fire fighting switchboard and sub switchboard.

All control components nameplates shall bear the system number and the identification of the control function.

9.2 All duty and standby pump.

9.3 Pressure indication 'Cut In' and 'Cut Off' of pressure switch.

10.0 SAMPLE OF MATERIAL FOR SUBMISSION AND APPROVAL

The Successful Contractor shall prepare sample board of typical material proposed to use in the work and/or samples of workmanship (mock up) to the approval of the S.O, prior to commencement of the installation work. The sample board and/or samples of workmanship (mock up) shall comprise of pipes, pipe fittings, pipe hanger and support, shut-off nozzle, automatic air release valve and cables.

The cost of the sample board or samples of workmanship (mock up) is deemed to be included in the Contract.

JADUAL DATA TEKNIKAL

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

FIRE FIGHTING SYSTEM

Bil	KETERANGAN	REQUIREMENT / PREFERRED	OFFERED
A	ELECTRICAL PUMPSET		
	Manufacturer	Ebara	
	Compliance to MS 2616:2015	Compulsory	
	Bomba Certification	Compulsory	
	Type	To state by tenderer	
	Model	To state by tenderer	
	Country of Origin	To state by tenderer	
	Material of impeller	Bronze/Stainless Steel	
	Material of shaft	Stainless Steel	
	Type of seal	To state by tenderer	
	Motor power rating (kW)	kW	
	Flow rate of pump (igpm)	To state by tenderer	
	Total head of pump (ft)	To state by tenderer	
	Efficiency of pump (%)	To state by tenderer	
	Manufacturer of electric motor	To state by tenderer	
	RPM of motor	2900	
	Electrical characteristics (Volt/Hz/phase)	To state by tenderer	
	Class of insulation	To state by tenderer	
	Set starting pressure	To state by tenderer	
	Set shut off pressure	To state by tenderer	
	Catalog complete with pump curve	Compulsory	

Bil	KETERANGAN	REQUIREMENT / PREFERRED	OFFERED
B	DIESEL ENGINE PUMPSET		
	Manufacturer	Ebara	
	Compliance to MS 2616:2015	Compulsory	
	Bomba Certification	Compulsory	
	Type	To state by tenderer	
	Model	To state by tenderer	
	Country of Origin	To state by tenderer	
	Material of impeller	Bronze/Stainless Steel	
	Material of shaft	Stainless Steel	
	Type of seal	To state by tenderer	
	Motor power rating (kW)	kW	
	Flow rate of pump (igpm)	To state by tenderer	
	Total head of pump (ft)	To state by tenderer	
	Efficiency of pump (%)	To state by tenderer	
	Manufacturer of electric motor	To state by tenderer	
	RPM of motor	2900	
	No. of cylinder	To state by tenderer	
	Piston displacement	To state by tenderer	
	Mode of cooling	To state by tenderer	
	Automatic start provided	To state by tenderer	
	Manual start/stop provided	To state by tenderer	
	Capacity Diesel tank (Litre)	To state by tenderer	

Bil	KETERANGAN	REQUIREMENT / PREFERRED	OFFERED
C	BATTERY C/W CABINET (DIESEL ENGINE)		
	Louvers cabinet lockable	Yes	
	Manufacturer of battery	To state by tenderer	
	Country of origin	To state by tenderer	
	Ampere hour	5 hour	
	Rated voltage	12 / 24 volts	
	Type of batteries	Heavy duty maintenance free lead acid rechargeable	
	Overall dimension	To state by tenderer	
D	HOSE REEL		
	Manufacturer of reel	Unique	
	Compliance to MS 1447: 2006	Compulsory	
	Bomba Certification	Compulsory	
	Type of reel	Swing Universal	
	Diameter of reel	To state by tenderer	
	Manufacturer of hose	Unique	
	Internal diameter of hose	25 mm	
	Length of hose	30 m	
	Working pressure of hose	To state by tenderer	
	Bursting pressure of hose	To state by tenderer	
	Make of stop valve	To state by tenderer	
	Type of stop valve	To state by tenderer	
	Make of nozzle	Nylon	
E	S/STEEL ELECTRODE (NON-FLOAT) C/W HOLDER AND SPACER		
	Manufacturer name	To state by tenderer	
	Brand / model	To state by tenderer	
	Country of origin	To state by tenderer	
	Supply voltage (V)	To state by tenderer	
	Power Consumption (A)	To state by tenderer	
	Type of cable	To state by tenderer	
	Size of cable (mm)	To state by tenderer	

Bil	KETERANGAN	REQUIREMENT / PREFERRED	OFFERED
F	PIPING (ground to roof tank)		
	Manufacturer of pipes	Southern Pipe	
	Class of pipe (Heavy Duty)	C	
	Material of pipe	Galvanised Steel	
	Product Certification License	Yes	
G	FITTINGS		
i	Gate Valve		
	Make	Bells	
	Product Certification License	Yes	
ii	Check Valve		
	Make	Bells	
	Product Certification License	Yes	
iii	Strainer		
	Make	Bells	
	Product Certification License	Yes	
iv	Ball Valve		
	Make	Bells	
	Product Certification License	Yes	
v	Pressure Gauge		
	Make	To state by tenderer	
	Product Certification License	Yes	
vi	Pressure Switch		
	Make	To state by tenderer	
	Product Certification License	Yes	
vii	Air Release Valve		
	Make	To state by tenderer	
	Product Certification License	Yes	

Bil	KETERANGAN	REQUIREMENT / PREFERRED	OFFERED
viii	Flexible Rubber Joint		
	Make	Allen	
	Product Certification License	Yes	
H	PUMP SWITCHBOARD		
	Manufacturer	To state by tenderer	
	Material / Gauge Of Switchboard	To state by tenderer	
	Size Of Cubicle (Mm)	To state by tenderer	
	Thickness Of Metal Sheet (Mm)	To state by tenderer	
	Catalog And Circuit Diagram Enclosed	To state by tenderer	
	Current Consumption (A)	To state by tenderer	
	Operating Voltage ((V)	To state by tenderer	
	Timer Model	To state by tenderer	
	Relay Model	To state by tenderer	
	Operation System	To state by tenderer	

Nota:

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

.....
Tandatangan Petender

Nama :

Jawatan :

No. K/P :

Tarikh :

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS 2 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 PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS 2 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 DARIPADA TAMATNYA TARIKH JAMINAN INI, MENGIKUT MANA YANG LEBIH KEMUDIAN.**

LAMPIRAN A1

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

Ditandatangani untuk dan bagi pihak
Perjanjian di hadapan

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

.....
(Saksi)

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

Ditandatangani untuk dan bagi pihak
Penjamin di hadapan

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

.....
(saksi)

Nama :
Jawatan :
Cop Jabatan

LAMPIRAN A2

DEWAN BANDARAYA KUALA LUMPUR

**BORANG JAMINAN BANK/JAMINAN INSURANS UNTUK BON PELAKSANAAN
(KONTRAK KERJA YANG BERNILAI MELEBIHI 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 A2

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 diaku janji oleh Kontraktor atau oleh sebarang penanggungan samada dari segi pelaksanaan, masa, pembayaran atau sebaliknya.

LAMPIRAN A2

4. Jaminan ini adalah jaminan yang berterusan dan tidak boleh dibatalkan dan berkuatkuasa sehingga _____ (Kemudian daripada ini disebut sebagai "Initial Expiry Date" iaitu dua puluh empat (24) bulan samada selepas tarikh tamat tempoh kecacatan **ATAU** dalam keadaan dimana kontrak dibatalkan, satu (1) tahun selepas tarikh kontrak dibatalkan. Penjamin hendaklah melanjutkan Tarikh Mati Asal ("Initial Expiry Date") jaminan ini untuk tempoh tambahan selama tidak melebihi satu (1) tahun daripada Tarikh Mati Asal (kemudian daripada ini disebut Tarikh Mati Lanjutan ("Extended Expiry Date") apabila diminta oleh **DATUK BANDAR** dan jaminan ini adalah dengan ini dilanjutkan. Jumlah agregat maksimum yang **DATUK BANDAR** berhak dibawah Perjanjian ini mestilah sentiasa dipastikan tidak melebihi jumlah Ringgit Malaysia:

 _____ (nyatakan nilai jaminan dalam
 perkataan)(RM_____)

5. Apa-apa tanggungjawab dan tanggungan Penjamin dibawah Perjanjian ini hendaklah luput apabila Perjanjian ini tamat pada "Initial Expiry Date" atau "Extended Expiry Date" melainkan jika sebelumnya **DATUK BANDAR** telah meminta secara bertulis kepada Penjamin untuk membayar sejumlah wang tertentu yang masih belum dijelaskan mengikut peruntukan kontrak.

6. **SEMUA TUNTUTAN BERKAITAN DENGAN JAMINAN INI, JIKA ADA MESTILAH DITERIMA OLEH PIHAK BANK / SYARIKAT INSURANS DALAM TEMPOH SAH LAKU JAMINAN INI ATAUPUN DALAM MASA EMPAT MINGGU DARIPADA TAMATNYA TARIKH JAMINAN INI, MENGIKUT MANA YANG LEBIH KEMUDIAN.**

LAMPIRAN A2

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

Ditandatangani untuk dan bagi pihak
Perjanjian di hadapan



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

.....
(Saksi)

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

Ditandatangani untuk dan bagi pihak
Penjamin di hadapan



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

.....
(saksi)

Nama :
Jawatan :.....
Cop Jabatan



DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR

BAHAGIAN 11. LAMPIRAN B

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

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

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

1. Kami hendaklah membayar kepada Datuk Bandar tanpa faedah, jumlah wang sebanyak Ringgit (RM) sebagai wang pendahuluan seperti yang tersebut di atas atau sebahagian daripada itu yang belum lagi didapatkan kembali oleh Datuk Bandar selaras dengan perenggan 3 atau 4 yang berkenaan dan jumlah harga itu hendaklah dibayar apabila sahaja Datuk Bandar membuat tuntutan tanpa mengira apa-apa tentangan atau bantahan daripada Kontraktor atau daripada kami atau daripada mana-mana pihak ketiga yang lain. Sekiranya dalam apa-apa keadaan kami melengah-lengahkan membuat pembayaran dan seumpamanya setelah menerima tuntutan daripada Datuk Bandar, maka pihak Datuk Bandar berhak menuntut dan berhak dibayar apa-apa kos tambahan sebagai ganti rugi akibat keengganan kami mematuhi syarat-syarat Jaminan ini.

2. Apa-apa konsesi atau tolak ansur yang diberi oleh Datuk Bandar kepada Kontraktor atau apa-apa persetujuan antara Datuk Bandar dan Kontraktor atau apa-apa pengekangan/penahanan yang dibuat oleh Datuk Bandar kepada Kontraktor sama ada berkenaan dengan bayaran, tempoh, prestasi atau selainnya tidak akan melepaskan kami daripada jaminan ini tetapi kami adalah berhak untuk diberitahu akan persetujuan atau perubahan tersebut.

3. Tertakluk kepada perenggan 4, tanggungjawab kami untuk membayar jumlah yang tersebut sebanyak RM hendaklah secara automatik dikurangkan daripada amaun atau amaun-amaun pembayaran yang dibuat oleh kami kepada Datuk Bandar berhubung dengan Jaminan ini.

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

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

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

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

.....
Nama:
Jawatan:

Cop Bank/Syarikat Kewangan/Syarikat Insurans

Dihadapan:
Nama:
Jawatan:

DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS 2 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 disetuju terima.

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

Yang benar,

.....
(Tandatangan Petender)

Tarikh:

Nama Penuh:

No. Kad Pengenalan:

Jawatan :

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

.....
Meteri atau Cop Petender

Tarikh:

.....
(Tandatangan Saksi)

Nama Penuh :

No. Kad Pengenalan :

Jawatan :

Alamat :

.....

BORANG B – MAKLUMAT AM LATAR BELAKANG PETENDER

1. Nama :

2. Alamat :

.....

.....

.....

No. Telefon :

No. Faks :

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

(i) No. Pendaftaran :

(ii) Tarikh Kuat kuasa :

4. Perniagaan Utama lain, jika ada

(a) sejak

(b) sejak

UNTUK KELOMPOK KEKUALIFIKASIAN DBXL 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 diawadkan 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:.....

Tandatangan:

Nama:

Nama:

Atas sifat:

Pekerjaan:

Nama, Alamat, Telefon dan Cop

Syarikat:

.....

.....

.....

Tarikh:

Tarikh:



DEWAN BANDARAYA KUALA LUMPUR

CADANGAN KERJA-KERJA PENGGANTIAN SISTEM PEPASANGAN KESELAMATAN (PKK) SERTA PERALATAN BERKAITAN DI KAWASAN PA HANG TUAH, KERINCHI 1A, SERI PERLIS 2 KUALA LUMPUR

BAHAGIAN 11. LAMPIRAN D

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

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

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

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

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