



**SYARIKAT AIR NEGERI SEMBILAN SDN. BHD.  
(SAINS)**

## **BORANG SEBUT HARGA**

**BIL. SEBUT HARGA: SAINS IP/SH NO: 43/2022**

**TAJUK :**

**CADANGAN KERJA PENGGANTIAN PAIP PECAH BERSAIZ 200MM JENIS UPVC DI  
JALAN KARAK - KUALA PILAH, NEGERI SEMBILAN**

**TEMPOH JUALAN : 09/08/2022 HINGGA 19/08/2022**

**TARIKH TUTUP : 29/08/2022**

**HARGA DOKUMEN : RM 200.00**

TAJUK : CADANGAN KERJA PENGGANTIAN PAIP PECAH  
BERSAIZ 200MM JENIS UPVC DI JALAN KARAK -  
KUALA PILAH, NEGERI SEMBILAN

NAMA KONTRAKTOR : .....

ALAMAT KONTRAKTOR : .....

.....

.....

NO. TELEFON : .....

NO. FAX : .....

---

NO. SIJIL PENDAFTARAN : .....

KELAS : (CIDB GRED G2 / G3 - KOD CE 20/21)

PKK TARAF BUMIPUTERA / TERBUKA

SPAN C3

TEMPOH SAH PENDAFTARAN: .....

TEMPOH TARAF : .....

TARIKH DOKUMEN DIJUAL : .....

TANDATANGAN PENJUAL : .....

**SENARAI SEMAK PENGEMUKAAN DOKUMEN SEBUTHARGA**

BIL	PERKARA	TANDAKAN <input type="checkbox"/> / <input type="checkbox"/>	JIKA TINDAKAN TELAH DIAMBIL
A	<b><u>PENGISIAN DOKUMEN</u></b>		
A1	<b><u>JANGAN</u></b> 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 Penyebutharga dan saksi.	<input type="checkbox"/>	
A2	<b><u>JANGAN</u></b> buat apa-apa perubahan atau tambahan kepada Borang Sebutharga / mana-mana dokumen lain dalam Dokumen Sebutharga yang boleh dianggap mengenakan had, syarat atau perjanjian tambahan kepada syarat-syarat yang telah ditetapkan oleh SAINS dalam Dokumen Sebutharga.	<input type="checkbox"/>	
A3	<b><u>Syarat-Syarat Kontrak</u></b>		
	a. Muka surat 6 i) Masukkan jumlah harga keseluruhan dalam angka dan perkataan di ruangan yang diperuntukkan	<input type="checkbox"/>	
	b. Muka surat 50 i) Turunkan tandatangan (hendaklah seorang yang dibenarkan menandatangani kontrak bagi pihak syarikat menurut pendaftaran PKK/CIDB.	<input type="checkbox"/>	
	ii) Turunkan Cop Syarikat	<input type="checkbox"/>	
	iii) Turunkan tandatangan saksi dan isi maklumat saksi	<input type="checkbox"/>	
A4	<b><u>Borang Sebutharga Kerja (Lampiran B2)</u></b>		
	i) Masukkan jumlah harga keseluruhan dalam angka dan perkataan di ruangan yang diperuntukkan .	<input type="checkbox"/>	
	ii) Turunkan tandatangan (hendaklah seorang yang dibenarkan menandatangani kontrak bagi pihak syarikat menurut pendaftaran PKK/CIDB.	<input type="checkbox"/>	
	iii) Turunkan Cop Syarikat	<input type="checkbox"/>	
	iv) Turunkan tandatangan saksi dan isi maklumat saksi	<input type="checkbox"/>	

Tindakan Pegawai Yang Menyediakan Sebutharga / Tender

- Potong yang mana tidak berkenaan

### SENARAI SEMAK PENGEMUKAAN DOKUMEN SEBUTHARGA

[illegible]

**SENARAI SEMAK PENGEMUKAAN DOKUMEN SEBUTHARGA**

BIL	PERKARA	TANDAKAN <input type="checkbox"/> / <input type="checkbox"/>	JIKA TINDAKAN TELAH DIAMBIL
<b>B</b>	<b><u>KEMUKA SEBUTHARGA</u></b>		
<b>B1</b>	<u>Kemukakan dokumen-dokumen walib seperti berikut :</u>  (1) Salinan Akaun syarikat yang telah disahkan dan diaudit oleh Juru Audit yang bertauliah.  (2) Salinan penyata bulanan akaun Bank tiga (3) bulan yang terakhir sebelum tarikh tutup sebutharga dan salinan bahagian buku simpanan yang berkenaan.  (3) Laporan Bank / Institusi kewangan mengenai kedudukan kewangan penyebutharga.	<input type="checkbox"/>   <input type="checkbox"/>   <input type="checkbox"/>	
<b>B2</b>	<u>Kemukakan dokumen-dokumen sokongan seperti berikut :</u>  (1) Salinan Perakuan / Pengesahan Slip Kerja  (2) Salinan Penyata Caruman KWSP  (3) Salinan Sijil Kelulusan / Kelayakan setiap kakitangan teknikal  (4) Salinan kad pendaftaran atau dokumen-dokumen lain yang membuktikan keempunyaan atau perjanjian sewa pajak / sewa beli atas toji dan peralatan  (5) Salinan Sijil PKK, CIDB, SPAN serta company profile	<input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>	
<b>B3</b>	Masukkan Borang Sebutharga, Senarai Kuantiti * / Ringkasan Sebutharga*, Jadual Kadar Harga* dan Lampiran-lampiran yang telah diisi beserta dengan dokumen-dokumen sokongan* ke dalam sampul surat dan dilakiri. Nama projek yang ditender hendaklah ditulis dengan terang pada sampul surat ini.	<input type="checkbox"/>	
<b>B4</b>	Masukkan sampul surat ini di tempat dan pada tarikh seperti yang ditetapkan dalam iklan.	<input type="checkbox"/>	



## **TAJUK**

**CADANGAN KERJA PENGANTIAN PAIP PECAH BERSAIZ 200MM JENIS UPVC DI JALAN  
KARAK – KUALA PILAH, NEGERI SEMBILAN**

**BIL. SEBUT HARGA: SAINS IP/SH: NO: 43/2022**

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**SYARIKAT AIR NEGERI SEMBILAN SDN. BHD.**  
**NOTIS SEBUT HARGA**

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

**SEBUT HARGA SAINS IP/SH: NO: 43/2022**

Kontraktor-kontraktor yang berdaftar dengan CIDB GRED G2 / G3 - KOD BIDANG CE 20/21 DAN SPAN C3 yang masih membuat kerja sebut harga adalah dipelawa untuk menyertai sebutharga untuk kerja:-

**CADANGAN KERJA PENGGANTIAN PAIP PECAH BERSAIZ 200MM JENIS UPVC DI JALAN KARAK - KUALA PILAH, NEGERI SEMBILAN**

2. Butir-butir kerja dan borang penyertaan sebutharga boleh didapati di Unit Perolehan, Syarikat Air Negeri Sembilan Sdn. Bhd. Dan dikenakan bayaran RM 200.00 senaskhah. Kontraktor-kontraktor yang ingin menyertai sebutharga ini hendaklah mengemukakan SIJIL PENDAFTARAN ASAL LPIPM DAN SPAN BESERTA SALINAN.
3. Tempoh jualan sebutharga ini ialah mulai 09/08/2022 hingga 19/08/2022 Semua Borang Sebutharga yang telah dilengkapkan, hendaklah dimasukkan ke dalam Peti Sebutharga di Pejabat Pengarah, Syarikat Air Negeri Sembilan Sdn. Bhd., Tingkat Bawah (GF), Bangunan PKNNS, Jalan Persiaran S2 B2, 70300 Seremban, Negeri Sembilan Darul Khusus tidak lewat dari jam 12.00 tengahari pada 29/08/2022
4. Taklimat sebutharga akan diadakan secara dalam talian (Online) pada 09/08/2022 jam 10.00 pagi hingga 11.00 pagi. Hanya kontraktor yang hadir untuk taklimat projek sahaja yang layak membeli borang sebutharga.

  
**(IR. TN. HJ. MOHD YAZID BIN AHMAD)**  
Pengarah  
Syarikat Air Negeri Sembilan Sdn. Bhd.

## **ARAHAN KEPADA PENYEBUT HARGA**

### **1. HAK SYARIKAT UNTUK MENERIMA/MENOLAK SEBUT HARGA**

SAINS adalah tidak terikat untuk menerima sebut harga yang terendah atau mana-mana sebut harga atau memberi apa-apa sebab di atas penolakan sesuatu sebut harga. Keputusan Jawatankuasa Sebut Harga adalah muktamad.

### **2. CARA-CARA MELENGKAPKAN DOKUMEN SEBUT HARGA**

#### **2.1 Penyediaan Sebut harga**

Kontraktor adalah dikehendaki mengisi dengan dakwat segala maklumat berikut dengan sepenuhnya :-

- (a) Harga dan tandatangan Kontraktor di Ringkasan Sebut Harga.
- (b) Harga, tempoh dan tandatangan dalam Borang Sebut Harga.
- (c) Senarai Kerja Dalam Tangan
- (d) Jadual Kadar Harga (jika ada)
- (e) Butir-butir Spesifikasi (jika ada)

Jika berlaku kesilapan dalam mengisi maklumat-maklumat di atas, Kontraktor hendaklah menandatangani ringkas semua pembetulan.

#### **2.2 Penyerahan Dokumen Sebut Harga**

- (a) Dokumen Sebut Harga yang telah diisi dengan lengkap hendaklah dimasukkan ke dalam sampul surat berlakri yang dicatatkan dengan bilangan sebut harga **SAINS IP / SH NO: 43/2022** serta tajuk sebut harga dan hendaklah dimasukkan ke dalam Peti sebut harga pada masa dan tempat yang ditetapkan dalam Notis Sebut Harga.
- (b) Jika Dokumen Sebut Harga tidak diserahkan dengan tangan, Penyebut hendaklah menghantar Dokumen tersebut dengan pos supaya tiba pada atau sebelum masa dan di tempat yang ditetapkan.
- (c) Sebut harga yang diserahkan selepas masa yang ditetapkan, berbangkit dari sebarang sebab, tidak akan dipertimbangkan.

#### **2.3 Penjelasan Lanjut.**

Sekiranya terdapat maklumat dalam Dokumen Sebut Harga yang tidak jelas atau bercanggah, Kontraktor boleh menghubungi pejabat ini untuk penjelasan lanjut.

**3. PERBELANJAAN PENYEDIAAN DOKUMEN SEBUTHARGA**

Semua perbelanjaan bagi penyediaan sebut harga ini hendaklah ditanggung oleh Penyebutharga sendiri.

**4. TEMPOH SAH SEBUT HARGA**

Sebut harga ini sah **selama 120 hari** dari tarikh tutup sebut harga. Penyebut harga tidak boleh menarik balik sebut harganya sebelum tamat tempoh sah sebut harga. Tindakan tatatertib akan diambil sekiranya penyebut harga menarik balik sebut harganya sebelum tamat tempoh sah sebut harga.

**5. TEMPOH SIAP KERJA**

Kerja ini hendaklah disiapkan dalam tempoh tidak melebihi **...4... Bulan**.

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**6. BAYARAN DOKUMEN SEBUT HARGA**

Dokumen Sebut Harga ini dijual dengan harga **RM 200.00 (Ringgit Malaysia: Dua Ratus sahaja)**(Tidak akan dikembalikan).

**7. HAK UNTUK MENOLAK SEBUTHARGA**

Syarikat Air Negeri Sembilan Sdn. Bhd. tidak terikat untuk menerima mana-mana sebutharga yang paling rendah dan juga tidak terikat untuk memberikan sebarang penjelasan terhadap penolakan satu-satu sebutharga.

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# **LAMPIRAN B1**

## **SYARAT-SYARAT KONTRAK**

**SYARIKAT AIR NEGERI SEMBILAN  
SDN BHD**

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

**FORM 203A (Rev. 1/2010)**

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

**FORM 203A (Rev.1/2010)**

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CONTRACT NO : \_\_\_\_\_ of 20 \_\_\_\_\_

A CONTRACT made on \_\_\_\_\_ day of ..... 20..... between the **Syarikat Air Negeri Sembilan Sdn.Bhd.**  
(hereinafter referred to as the "SAINS" ) of the one part and

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

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

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

**WHEREAS:**

A. The SAINS is desirous of CADANGAN KERJA PENGGANTIAN PAIP PECAH BERSAIZ 200MM JENIS UPVC DI JALAN KARAK – KUALA PILAH, NEGERI SEMBILAN (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 .....N/A..... (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) | <b>"Contract"</b>           | means this contract and the appendices attached hereto;  |
| (b) | <b>"Contract Documents"</b> | means the documents forming the tender and acceptance thereof including: <ul style="list-style-type: none"> <li>- Form of Tender;</li> <li>- Letter of Acceptance of Tender;</li> <li>- Contract Drawings;</li> <li>- Bills of Quantities;</li> <li>- Specifications; -</li> </ul> |
- 
- and all these documents shall be complementary to one another;
- |     |   |   |
|-----|---|---|
| (c) | <b>"Contractor"</b>                                       | 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) | <b>"Contract Period"</b>                                  | means the time frame stipulated in clause 2;  |
| (e) | <b>"Contract Sum"</b>                                     | means the sum stipulated in clause 7;   |
| (f) | <b>"Date for Completion"</b>                              | means the date fixed and stated in Appendix or any other date as provided for in clause 39;   |
| (g) | <b>"Defects Liability Period"</b>                         | 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) | <b>"Nominated Sub-contractor" or "Nominated Supplier"</b> | 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) | <b>"On-Cost Charges"</b>                                  | means any cost and expenses reasonably incurred by the SAINS;   |
| (j) | <b>"Officer Named"</b>                                    | means officer empowered to take action on behalf of the SAINS pertaining to clauses 50, 51, 52, 53, 58, 65 and 66   |
| (k) | <b>"Prime Cost" or</b>                                    | means a sum for works or services to be executed by a Nominated Sub-Contractor or sums for materials or goods to be   |

- abbreviation "P.C. Sum" obtained from a Nominated Supplier;
- (l) "Provisional Sum" means a sum for work or for the supply of goods or materials which cannot be defined or detailed at the time the tender documents are issued;
- (m) "Site" means the land and other places on, above, under, in or through which the Works are to be executed and any other lands or places provided or approved by the SAINS 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 PENGARAH, SAINS and/or his successors in office;
- (o) "S.O.'s Representatives" means any person or persons delegated or authorised in writing by the S.O. to perform any of the duties of the S.O. as may be from time to time notified in writing to the Contractor by the S.O. pursuant to clause 3.3(a) of this Contract;
- (p) "Works" means the works specified in the Contract Documents and shall include temporary works.

## 1.2 Interpretation

- (a) The terms "approved or approval" and "directed or direction" wherever used in this Contract shall be in writing.
- (b) Words importing the singular include the plural and vice versa where the context requires.
- (c) The headings are for convenience of reference only and shall not be deemed to be part of this Contract or be taken into consideration in the interpretation or construction of this Contract.
- (d) Unless otherwise specifically stated, a reference in this Contract and the Appendices to any clause means that clause in this Contract.
- (e) This Contract and the Appendices are to be read as a whole and the effect or operation of any clause in this Contract or item in or entry in the Appendices shall, unless otherwise specifically stated, be read subject to any relevant qualification or modification in any other clauses in this Contract or item in or entry in the Appendices.

## 2.0 CONTRACT PERIOD

The Contract Period shall be for a period of 4 (four) months commencing from ..... ending on .....

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

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

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

### **3.2 S.O.'s Representative**

- (a) The S.O. may from time to time appoint such number of S.O.'s Representative as he deems fit.
- (b) The S.O.'s Representative shall be responsible to the S.O. and his duties are to watch and supervise the Works and to test and examine any materials or goods to be used or workmanship employed in connection with the Works.

### **3.3 S.O.'s Authority to Delegate**

- (a) The S.O. may from time to time in writing delegate to the S.O.'s Representative any of the powers and authorities vested in the S.O. as listed in the letter of delegation and shall furnish to the Contractor a copy of all such written delegation of powers and authorities.
- (b) Any instruction or approval given by the S.O.'s Representative to the contractor within the terms of such delegation shall bind the Contractor and the SAINS as though it had been given by the S.O. PROVIDED THAT failure of the S.O.'s Representative to disapprove any work or material shall not prejudice the power of the S.O. thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- (c) If the Contractor is not satisfied with any decision of the S.O.'s Representative, the Contractor shall refer the matter to the S.O. who shall confirm, reverse or vary the decision of the S.O.'s Representative.
- (d) The delegation under this clause shall not preclude the S.O. from himself exercising or performing at any time any of the delegated powers and duties.

### **4.0 S.O.'S RIGHT TO TAKE ACTION**

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

- (a) the power of the S.O. to issue instruction requiring a variation under clause 24 shall be subject to the financial limits as set out in Appendix 1 hereto. If the instruction for a variation under clause 24 is more than the financial limits as set out in the Appendix 1, the S.O. shall obtain the prior written approval of the relevant authorities of the SAINS; and
- (b) the right to act on behalf of the SAINS 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 the SAINS 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 SAINS in carrying out the Works under clause 5.3 and On-Cost Charges (calculated by applying the Percentage of On-Cost Charges stated in Appendix hereto to the amount incurred). The SAINS 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 SAINS. The SAINS shall reimburse the Contractor for such costs by adding it to the Contract Sum PROVIDED THAT such cost have not already been included in the Contract Sum by way of a Provisional Sum or otherwise.

PROVIDED FURTHER any temporary connection shall be obtained by the Contractor with no additional cost to the SAINS for purpose of carrying out their work.

6.3 The Contractor shall also make good any defect, imperfection, shrinkage or any other fault whatsoever which may appear during the Defects Liability Period in accordance with clause 48 hereof.

## **7.0 CONTRACT SUM**

The SAINS hereby covenants to pay the Contractor in consideration of the construction and completion of the Works and making good any defects whatsoever to the Works the sum of Ringgit:

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

## **8.0 CONTRACT DOCUMENTS**

### **8.1 Custody of the Contract Documents**

- (a) The Contract shall be prepared in two (2) original copies. The original copies of the ~~Contract shall remain in the custody of the S.O. and the Contractor.~~
- (b) Immediately after the execution of this Contract, the S.O. shall furnish to the Contractor . without any charge (unless he shall have been previously furnished) with:
  - (i) two (2) copies of the Contract Drawings; and
  - (ii) two (2) copies of the unpriced Bills of Quantities and (if requested by the Contractor) one copy of the priced Bills of Quantities.
- (c) The S.O. shall, as and when necessary and without charge to the Contractor, furnish him with two (2) copies of such further working drawings or details as are reasonably necessary either to explain and amplify the Contract Drawings or the Specification (if any) or to enable the Contractor to construct and complete the Works in accordance with this Contract. PROVIDED THAT nothing contained in the said working drawings or details shall impose any obligation beyond those imposed by the Contract Documents.
- (d) The Contractor shall keep one copy of the Contract Drawings, the Specification (if any), unpriced Bills of Quantities, priced Bills of Quantities (if any) and other like documents referred to in sub-clause (c) hereof on the Site and the S.O. shall at all reasonable times have access to the same.
- (e) Upon final payment being made pursuant to the issuance of Final Account and Payment Certificate under clause 31, the Contractor shall return to the S.O. all drawings, details, specifications, unpriced copy of Bill of Quantities and priced Bill of Quantities, if any.
- (f) None of the documents hereinbefore mentioned shall be used by the Contractor for any purpose other than this Contract.

### **8.2 Sufficiency of Contract Documents**

- (a) The Contract documents are to be taken as mutually explanatory of one another. The Contractor shall provide everything necessary for the proper execution of the Works until its completion according to the true intent and meaning of the Contract Documents taken together whether the true intent and meaning may or may not be particularly shown or described PROVIDED THAT it can be reasonably inferred therefrom.
- (b) If the Contractor shall find any discrepancy in or divergence between any two or more of the Contract Documents including a discrepancy or divergence between parts of any one of them, he shall immediately give to the S.O. a written notice specifying the

discrepancy or divergence and the S.O. shall issue instructions in regard thereto PROVIDED ALWAYS that such discrepancy or divergence shall not vitiate this Contract.

## **9.0 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE CONTRACTOR**

### **9.1 Representations and Warranties**

The Contractor hereby represents and warrants to the SAINS that-

- (a) it is a corporation validly existing under the laws of Malaysia\*;
- (b) the Contractor has obtained a valid registration with the Construction Industry Development Board;
- (c) it has the corporate power to enter into and perform its obligations under this Contract and to carry out the transactions and to carry on its business as contemplated by this Contract\*;
- (d) it has taken all necessary corporate actions to authorize the entry into and performance of this Contract and to carry out the transactions contemplated by this Contract\*;
- (e) as at the execution date, neither the execution nor performance by it of this Contract nor any transactions contemplated by this Contract will violate in any respect any provision of-
  - (i) its Memorandum and Articles of Association; or
  - (ii) any other document or agreement which is binding upon it or its asset\*;
- (f) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Contract;
- (g) this Contract constitutes a legal, valid and binding obligation of the Contractor and is enforceable in accordance with its terms and conditions;
- (h) it has necessary financial and technical capability to undertake the Works,

and the Contractor acknowledges that the SAINS 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;

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

- (b) it shall pay all taxes that may be imposed on the profits made in respect of this Contract in accordance with the applicable laws; and
- (c) it shall ensure that all his employees, including non-Malaysian personnel, comply with all relevant laws to which they are subject to including payment of income-tax, which in respect thereto the Contractor shall make such deductions from the salaries of his employees as may be lawfully imposed by the relevant authority.

## **10.0 OBLIGATIONS OF THE CONTRACTOR**

The Contractor shall-

- (a) construct, complete, test and commission the Works in accordance with the Specifications, Contract Drawings and any other documents specified in the Contract Documents;
- (b) perform the Works in a proper manner and in accordance with good management practice and to the best advantage of the SAINS;
- (c) take all appropriate measures expected of a contractor providing similar works to ensure that the Works comply with the requirements of this Contract;
- (d) perform the Works and discharge its obligations as contained in this Contract by exercising professional judgment and practice, requisite skill, care and diligence. In performing the Works, the Contractor shall provide well-outlined procedures in the form agreed by the SAINS for reporting and co-ordination purposes;
- (e) at all times perform the Works in such manner as will always safeguard and protect the SAINS's interest in relation to the Works and take all necessary and proper steps to prevent abuse or uneconomical use of facilities, if any, made available by the SAINS to the Contractor;
- (f) inform the SAINS 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 SAINS to the Contractor shall not relieve the Contractor of his obligations under the provisions of this clause.

## 12.0 PROGRAMME OF WORK

12.1 Within fourteen (14) days from the receipt of the Letter of Acceptance by the SAINS, 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 SAINS 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 ....seven.... (..7..) 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 SAINS 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.

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~~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 SAINS 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 SAINS shall be entitled at any time to call upon the Performance Bond, wholly or partially, in the event that the Contractor fails to perform or fulfil its obligations under this Contract and such failure is not remedied in accordance with this Contract.

13.4 If a payment is made to the SAINS pursuant to any claim under the Performance Bond, the Contractor shall issue to the SAINS further security in the form of additional performance bond or bonds for an amount not less than the amount so paid to the SAINS on or prior to the date of such payment so that the total sum of the Performance Bond shall be maintained at all times at the value specified in clause 13.1(a).

13.5 The Performance Bond (or any balance thereof remaining for the credit of the Contractor) may be released or refunded to the Contractor on the completion of making good of all defects, shrinkages or other faults which may appear during the Defects Liability Period and upon the giving of the Certificate of Completion of Making Good Defects for the whole of the Works under clause 48.

13.6 Notwithstanding the above, in the event that this Contract is terminated under clause 51 hereof the said Performance Bond or any balance thereof shall be forfeited.

### **14.0 INDEMNITY IN RESPECT OF PERSONAL INJURIES AND DAMAGE TO PROPERTY**

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

- (b) it shall indemnify and keep indemnified the SAINS from and against all actions, suits, claims or demands, proceedings, losses, damages, compensation, costs (including legal cost), charges and expenses whatsoever to which the SAINS shall or may be or become liable in respect of or arising from-
    - (i) the negligent use, misuse or abuse by the Contractor or its personnel, servants, agents or employees appointed by the Contractor;
    - (ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to by carrying out of the Works by the Contractor to any person and not caused by the negligence or wilful act, default or omission of the SAINS, 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 SAINS 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 SAINS 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 excess amount as specified in Appendix hereto as are necessary to cover the liability of the Contractor and all sub- contractors, whether nominated or otherwise.
- (b) Such insurance shall be for the purpose of personal injuries or death, damage or loss to property, movable or immovable, arising out of, or in the course of, or by reason of the execution of the Works and caused by any negligence, omission, breach of contract or default of the Contractor or any sub-contractor, whether nominated or otherwise, or of any servants or agents of the Contractor or of any such sub-contractor, whether nominated or otherwise. Where an excess amount is specified in Appendix, the Contractor shall bear the amount of such excess. The policy or policies of insurance shall contain a cross liability clause indemnifying each of the jointly insured against claims made by on him by the other jointly insured.
- (c) Such insurance as referred to under sub-clause (a) hereof shall be effected with an insurance company as approved by the SAINS and maintained in the joint names of the SAINS and Contractor and all sub-contractors, whether nominated or otherwise. Such insurance shall cover from the period of the date of possession of site until the date of issuance of Certificate of Making Good Defects for any claim occasioned by the Contractor or any sub-contractor in the course of any operations carried out by the Contractor or any sub-contractor for the purpose of complying with his obligations under Clause 48 hereof.

### **15.2 Production of Policies**

It shall be the duty of the Contractor to produce and shall deposit the relevant policy or policies of the insurance together with receipts in respect of premiums paid to the S.O., whether demanded or not.

### **15.3 Default in Insuring**

If the Contractor fails to effect or renew such insurances as are required to be effected and maintained under this Contract, the SAINS or the S.O. on its behalf may effect or renew such insurance and shall be entitled to deduct a sum equivalent to the amount in respect of the premiums paid and On-Cost Charges (calculated by applying the 'Percentage for On-cost Charges' stated in Appendix hereto to the premiums paid), from any money due or to become due to the Contractor under this Contract or to recover the same from the Performance Bond or as a debt due from the Contractor.

### **15.4 Cancellation of Insurance**

- (a) The Contractor shall ensure that any insurance policy effected hereto shall only be cancelled by the insurer after the expiry of thirty (30) days from the date of receipt by the SAINS 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.
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- (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 SAINS IN RESPECT OF CLAIMS BY WORKMEN**

### **16.1 Workmen Compensation**

- (a) The Contractor shall be liable for and shall indemnify and keep indemnified the SAINS 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 SAINS under clause 16, the Contractor shall register or cause to register all local workmen employed in the execution of the Works and who are subject to registration under the Employee's Social Security Scheme ("the SOCSO Scheme") in accordance with the Employee's Social Security Act 1969 or any subsequent modification or re-enactment of the said Act. For the purpose of this sub-clause, the term "local workmen" shall include workmen who are Malaysian citizens and those who have permanent resident status.

#### **17.2 Contribution to SOCSO**

The Contractor shall submit the Code Number and Social Security Numbers of all the workmen registered under the SOCSO scheme to the S.O. for verification. The Contractor shall make payment of all contribution from time to time on the first contribution day on which the same ought to be paid and until the completion of this Contract and it shall be the duty of the Contractor to produce to the S.O. contribution statement or payment vouchers as evidence of payment of such contribution, whether demanded or not.

#### **17.3 Default in Complying with SOCSO**

If the Contractor fails to comply with the terms of this Clause, the SAINS or the S.O. on its behalf may without prejudice to any other remedy available to the SAINS for breach of any terms of this Contract:

- (a) withhold an amount from any money which would otherwise be due to the Contractor under this Contract and which in the opinion of the S.O. will satisfy any claims for compensation by workmen that would have been borne by SOCSO Scheme had the Contractor not made default in maintaining the contribution; and/or
- (b) pay such contributions as have become due and remain unpaid and deduct the amount of such contributions including On-Cost Charges (calculated by applying the Percentage of On-Cost Charges stated in Appendix to the contributions paid), from any money due or to become due to the Contractor under this Contract, and failing which such contributions shall be recovered from the Performance Bond or as a debt due from the Contractor.

### **18.0 INSURANCE OF WORKS**

#### **18.1 Taking of Insurance**

- (a) The Contractor shall in the joint names of the SAINS and the Contractor insure against loss and damage by fire, lightning, explosion, storm, tempest, flood, ground subsidence, bursting or overflowing of water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, all work executed and all unfixed materials and goods, delivered to, placed on or adjacent to the Works and intended therefore (but excluding temporary buildings, plant, tools and equipment owned or hired by the Contractor or any sub-contractor, nominated or otherwise) to the full value thereof (plus any amount which may be specifically stated in Appendix or elsewhere in the Contract Documents) and shall keep such work, materials and goods so insured until the completion of the whole of the Works, notwithstanding any arrangement for Sectional Completion or Partial Occupation by the SAINS under this Contract. Such insurance policy or policies shall provide expressly for payment in the first place to the SAINS of any insurance monies due under the policy or policies.
- (b) The said insurance with or without an excess clause as specified in Appendix hereto shall be effected with an insurance company approved by the S.O. and it shall be the duty of the Contractor to produce to the S.O. the said policy or policies and the receipts in respect of the premium paid. Where an excess clause is specified in Appendix, the Contractor shall bear the amount of such excess.

#### **18.2 Default in Insuring**

If the Contractor fails to effect or renew such insurance as are necessary under this clause, the SAINS or the S.O. on its behalf may renew such insurance and pay the premium in respect thereof and deduct the amount so expended including On-Cost Charges (calculated by applying the 'Percentage of On-cost Charges' stated in Appendix to the premiums paid), from any money

due or to become due to the Contractor under this Contract, and failing which such premium shall be recovered from the Performance Bond or as a debt due from the Contractor.

### **18.3 Payment of Insurance in the Event of any Loss/Damage**

Upon the occurrence of any loss or damage to the Works or unfixed materials or goods prior to the date the Works has been certified as practically completed by the S.O. in the Certificate of Practical Completion, the Contractor shall notwithstanding that settlement of any insurance claim has not been completed, with due diligence restore, replace or repair the same, remove and dispose of any debris and proceed with the carrying out and completion of the Works. All money if and when received from the insurance under this clause shall be paid in the first place to the SAINS and then (less any such amounts as are specifically required in Appendix or elsewhere in the Contract Documents) be released to the Contractor by instalments on the certificate for payment issued by the S.O., calculated as from the date of receipt of the money in proportion to the extent of the work of restoration, replacement or repair and the removal and disposal of debris previously carried out by the Contractor. ~~The Contractor shall not be entitled to any payment in respect of the work of restoration, replacement or repair and the removal and disposal of debris other than the money received under the said insurance.~~

### **18.4 Cancellation of Insurance Policy**

The Contractor shall ensure that any insurance policy effected hereto shall only be cancelled by the insurer after the expiry of thirty (30) days from the date of receipt by the SAINS of a written notice from the insurer advising of such impending cancellation PROVIDED THAT the Contractor has been issued with the Certificate of Making Good Defects in accordance with clause 48.

## **19.0 SETTING OUT**

19.1 The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the positions, levels, dimensions and alignments of all parts of the Works and for the provisions of all necessary instruments, appliances and labour in connection therewith.

19.2 If at any time during the progress of the Works any error in the positions, levels, dimensions or alignments of any part of the Works is discovered, the Contractor shall at his own expense rectify such error unless such error is based on incorrect data supplied in writing by the S.O.'s Representative in which case the expense of rectifying shall be borne by the SAINS.

19.3 If at any time during the progress of the Works, any error shall appear or arise in the setting-out required to construct the Works or in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the S.O., shall at his own expense rectify such error to the satisfaction of the S.O. The checking of any setting out of or of any line or level by the S.O. shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all things used in the setting-out required for the construction of the Works until the S.O. agrees that the said things may be abandoned.

19.4 The Contractor shall give to the S.O. without charge such information as may be required by the S.O. to enable him to check the setting-out required for the construction of the Works including interpreting any marks made by the Contractor for the purpose of setting out.

## **20.0 UNFIXED MATERIALS AND GOODS**

Unfixed materials and goods delivered to, placed on or adjacent to the Site and intended for incorporation therein, shall not be removed except for use upon the Works, unless the S.O. has consented in writing to such removal. Where the S.O. has included the value of such materials or

goods in any certificate in accordance with clause 28, under which the Contractor has received payment, such materials and goods shall become the property of the SAINS, but the Contractor shall remain responsible for loss or damage to the same.

## **21.0 COMPLIANCE WITH THE LAW**

- 21.1 The Contractor shall comply in all respects (including the giving of all notices and the paying of all fees required with any law, regulation or by-law, or any order or directive issued by any public authority or public service company hereinafter referred to as "Statutory Requirements"), relating to the Works or, in the case of public authority or public service company, with those systems the same are or will be connected. The Contractor shall submit to the S.O. all approvals received by the Contractor in connection therein. The Contractor shall keep the SAINS indemnified against all penalties and liability of 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, to the S.O. a written notice specifying and giving the reason for such variation and apply for the S.O.'s instruction in respect of the matter.

## **22.0 DESIGN**

### **22.1 Design Liability**

- (a) Notwithstanding any design and specifications supplied by the SAINS, 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 SAINS, 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 SAINS that the stand alone design, integration, execution of the Works, materials and workmanship for the Works or part of the Works are independent of fault, suitable, functional, safe and compatible with the requirements of the SAINS.
- (d) The approval of the stand alone design by the S.O pursuant to sub-clause (b) shall not absolve the Contractor from its responsibility under sub-clause (c) and the Contractor shall be liable and shall fully indemnify and keep the SAINS indemnified for any design defects, damage, inadequacies or insufficiency of such design.

### **22.2 Design Guarantee Bond**

- (a) The Contractor shall provide a Design Guarantee Bond for the stand alone design issued by an approved licensed bank or financial institution of the sum of Ringgit ... (RM..) amounting to 5% of the value of the said part of the Works substantially in the form as in Appendix [.....] upon or before the issuance of the Certificate of Practical Completion of the Works as a security for the Contractor's obligations and warranties under Clause 22.1. Such Design Guarantee Bond shall remain valid for a period of 5 years from the date of practical completion of the Works.
- (b) If any defect or damage shall occur to that particular part of the Works as a result of any defect, fault, insufficiency, imperfection, shrinkages or inadequacy in the stand alone

design including workmanship, materials or equipment which has become defective arising from design fault then the approved licensed bank or financial institution issuing the Design Guarantee Bond pursuant to sub-clause (a) above shall pay to the SAINS, on demand by the SAINS in writing notwithstanding any objection by the Contractor or any third party, the sum of..... being equal to 5% of the value of the said part of the Works or such part thereof as may be demanded.

- (c) If the Design Guarantee Bond is not deposited with the SAINS in accordance with sub-clause (a) above, the SAINS 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 SAINS 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 SAINS shall be issued to SAINS 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 SAINS 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 SAINS.
- (c) The Contractor shall on the commencement of the Works furnish to the Jabatan Tenaga Kerja of the State in which this Contract is performed all particulars connected with this Contract and such returns as may be called for from time to time in respect of labour employed by him on for the execution of this Contract, in accordance with the requirements of the Employment Act 1955, Employment (Restriction) Act 1968, and Internal Security (Registration of Labour) Regulation 1960 or any subsequent modification or re-enactment thereof.
- (d) The Contractor shall maintain on the Site at all times during the progress of the Works an up to date register containing particulars of all workers employed by him.
- (e) The Contractor shall cause his sub-contractors (including 'labour only' sub-contractors) and Nominated Sub-Contractors to comply with the provisions of this clause.

### **23.2 Compliance with Employment Act 1955, etc.**

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

### **23.3 Days and Hours of Working**

No work shall be done on:

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

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

### **23.4 Wages Books and Time Sheets**

- (a) The Contractor shall keep and shall cause his sub-contractors (including "labour only" sub-contractors) and Nominated Sub-Contractors to keep proper wages books and time sheets showing wages paid to and the time worked by all workmen employed by him and his sub-contractors as aforesaid in and for the performance of this Contract.
- (b) The Contractor shall produce such wages books and time sheets on demand for inspection by any persons duly authorised by the S.O.
- (c) The Contractor shall furnish to the S.O. or S.O.'s Representative such information relating to the wages and conditions of employment of such workmen as the S.O. may from time to time require;

### **23.5 Default in Payment of Wages**

In the event of default in the payment of –

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

of any workmen employed by the Contractor or his sub-contractors (including "labour only" sub-contractors) and Nominated Sub-contractors in and for the performance of this Contract, which a claim has been filed with the Department of Labour, then the S.O. shall make payment to the Director General of Labour and/or Employees Provident Fund, as the case may be, out of any monies at any time due to the Contractor under this Contract and such payment shall be deemed to be a payment made to the Contractor by the SAINS under and by virtue of this Contract.

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### **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:

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- (a) the addition, omission or substitution of any work;
  - (b) the alteration of the kind or standard of any of the materials, goods to be used in the Works; or
  - (c) the removal from the Site of any work executed or materials or goods brought thereon by the Contractor for the purposes of the Works other than work, materials or goods which are not in accordance with this Contract.

- 24.3 Any variation made under this clause shall not relieve the Contractor from his obligations under clause 22.1(c).

## **25.0 VALUATION OF VARIATION**

- 25.1 All variations instructed in writing by the S.O. in accordance with clause 24 hereof shall be measured and valued by the S.O. The valuation of Variations, unless previously or otherwise agreed, shall be made in accordance with the following rules:

- (a) the rates in the Bills of Quantities after adjustment if necessary as provided in clauses 26.6 and 26.7 hereof, shall determine the valuation of work of similar character and executed under similar conditions as work priced therein;
- (b) the said rates, where work is not of similar character or executed under similar conditions as aforesaid, shall be the basis of rates for the same, so far as may be reasonable, failing which a fair valuation thereof shall be made by the S.O.;
- (c) the rates in the Bills of Quantities shall determine the valuation of items omitted, PROVIDED THAT if the omission substantially vary the conditions under which any remaining items of work are carried out, the rates of such remaining items shall be valued under rule (b);

- 25.2 Where work cannot properly be measured or valued, the S.O. may allow daywork price as specified in Appendix. Unless otherwise provided in the Bills of Quantities, the daywork prices for the purpose of this Contract shall be taken to mean the actual net cost to the Contractor of his materials, plant and labour for the work concerned. The Contractor shall be paid daywork prices, plus fifteen percent (15%), which shall include for the cost of all ordinary plant, tools, scaffolding, supervision and profit. PROVIDED ALWAYS that as a condition precedent to any right to any payment the Contractor shall produce vouchers, receipts and wage books specifying the time for labour and plant employed and materials used to the S.O. not exceeding seven (7) days after the work shall have been done.

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

## **26.0 BILL OF QUANTITIES**

### ***Basis of Contract Sum***

- 26.1 The quality and quantity of the Works as set out in the Bills of Quantities shall be the basis of the Contract Sum. Any error in description or quantity or omission of Works from the Bills of Quantities shall not vitiate this Contract but shall be rectified and the amount in respect of such rectification shall be added to or deducted from the Contract Sum as the case may be.
- 26.2 The SAINS reserves the right to adjust the prices and rates in the Bills of Quantities submitted by the Contractor to ensure their reasonableness before acceptance of tender and the decision of the SAINS shall be final.
- 26.3 Any adjustment of the prices and/or rates in the Bills of Quantities required under clause 26. 2 and any arithmetical error or omission in the prices or rates and/or calculations of the Contractor in the Bills of Quantities shall before the signing of this Contract be so rectified and adjusted that when correctly calculated, the total amount in the Summary of the Bills of Quantities shall represent the same amount as the tender amount in the Form of Tender. The tender amount shown in the Form of Tender shall remain unaltered but the nett aggregate amount of the difference between the total adjusted amount in the Summary of the Bills of Quantities and the tender amount shown in the Form of Tender, whether a nett deduction or nett addition, shall be calculated as a percentage of the total adjusted amount shown in the Summary of the Bills of Quantities and all prices and/or rates throughout the Bills of Quantities shall be subject to such percentage discounts or premiums as the case may be. Provided always that Provisional and Prime Cost Sums shall be excluded from such calculation and shall not be subject to such percentage discount or premium.

### ***Standard Method of Measurement***

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

### ***Provisional Quantities***

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

## **27.0 MEASUREMENT OF WORKS**

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

## **28.0 PAYMENT TO CONTRACTOR AND INTERIM CERTIFICATES**

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- 28.1 When the Contractor has executed work including delivery to or adjacent to the Works of any unfixed materials or goods intended for incorporation into the Works in accordance with the terms of this Contract and their total value of work thereof has reached the sum referred to in Appendix, the S.O. shall at that time make the first valuation of the same.
- 28.2 Thereafter, once (or more often at the discretion of the S.O.) during the course of each succeeding month the S.O. shall make a valuation of the works properly executed and of unfixed materials and goods delivered to or adjacent to the Site, provided the total value of work properly executed and the value of unfixed materials and goods as specified in clause 28.4 hereof, delivered to the Site intended for incorporation into the Works in each subsequent valuation shall not be less than the sum referred to in Appendix.
- 28.3 Within fourteen (14) days from the date of any such valuation being made and subject to the provision mentioned in clause 28.1, the S.O. shall issue an Interim Certificate stating the amount due to the Contractor from the SAINS. 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 SAINS 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 of the work properly executed and up to ninety percent (90%) of the 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 One Hundred Twenty (120) days of the issue of any such Interim Certificate), the SAINS 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 SAINS as a Performance Guarantee Sum. PROVIDED THAT when the sum retained is equivalent to five percent (5%) of the Contract Sum then in any subsequent Certificate, payment shall be made on the full amount certified as due to the Contractor.

#### **29.0 ADJUSTMENT OF CONTRACT SUM**

The amount to be added to or deducted from the Contract Sum in respect of expense or loss due to fees and charges in relation to the supply of water and electricity and permanent connections to water, electricity, telephone and sewerage mains under clause 6.2, variations under clause 24, rectification of errors in Bill of Quantities under clause 26.3, fluctuation of price under clause 30, payment of P.C. Sums and Provisional Sums under clause 34, opening up work for inspection and testing of materials or goods and executed work under clause 35.2, loss and expense under clause 44 and costs of disposal of fossils, *etc.* under clause 65 hereof, shall be certified by the S.O.

#### **30.0 FLUCTUATION OF PRICE**

In accordance with the Special Provisions to the Conditions of Contract for Fluctuation of Price as contained in Appendix (if applicable), the amount payable by the SAINS to the Contractor upon the issue by the S.O. of an Interim Certificate under clause 28 hereof shall be increased or decreased accordingly. The net total of any such increases or decreases shall be given effect to in determining the Contract Sum.

#### **31.0 FINAL ACCOUNT AND PAYMENT CERTIFICATE**

- 31.1 As soon as is practicable but not later than three (3) months after the issuance of the Certificate of Practical Completion, the Contractor shall submit full particulars complete with receipts, vouchers records that would substantiate the Contractor's claim under clause 44 together with any documents, supporting vouchers and any explanation and calculations including documents relating to the accounts of Nominated Sub-Contractors or Nominated Suppliers, which may be necessary to enable the Final Account to be prepared by the S.O. PROVIDED ALWAYS the Contractor had given the notice of claim in writing within the stipulated time or times in the said provisions.
- 31.2 If the Contractor fails to submit full particulars of all claims within the stipulated period, the S.O. shall forthwith make the assessment based on the available documents submitted by the Contractor for the purpose of the Final Account. The SAINS 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.
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- 31.4 The Final Certificate shall be supported by documents, and full particulars complete with receipts, vouchers records showing the S.O.'s final valuation of Works and any amount determined in clause 31.1 in accordance with the terms of this Contract. After setting out or allowing for all payments or other expenditure of the SAINS or any permitted deductions made by the SAINS or the S.O. on its behalf, the Final Certificate shall state any final balance due from the SAINS to the Contractor or from the Contractor to the SAINS, 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 SAINS under the terms of this Contract whether by way of liquidated damages or otherwise.

- 31.5 No final payment due to the Contractor under the Final Certificate, shall be made unless and until the Contractor shall have satisfied the S.O. by means of a Statutory Declaration made by or on behalf of the Contractor to the effect that the workmen who have been employed by the Contractor on the Works including workmen employed by sub-contractors, whether nominated or otherwise (including "labour only" sub-contractors) have received all wages due to them in connection with such employment, and that all dues or contributions under the Employment Act 1955, the Employee's Social Security Act 1969, the Employee's Provident Fund Act 1965 and any other laws relevant to the employment of workmen, have been paid.

#### **32.0 EFFECT OF S.O.'S CERTIFICATES**

No certificate of the S.O. under any provision of this Contract shall be considered as conclusive evidence as to the sufficiency of any work, materials or goods to which it relates, nor shall it relieve the Contractor from his liability to amend and make good all defects, imperfections, shrinkages or any other faults whatsoever as provided by this Contract. In any case; no certificate of the S.O. shall be final and binding in any dispute between the SAINS and the Contractor if the dispute is brought whether before an arbitrator or in the Courts.

#### **33.0 DEDUCTION FROM MONEY DUE TO CONTRACTOR**

The SAINS or the S.O. on its behalf shall be entitled to deduct any money owing from the Contractor to the SAINS under this Contract from any sum which may become due or is payable by the SAINS to the Contractor under this Contract or any other contracts to which the SAINS and Contractor are Parties thereto. The S.O. in issuing any certificate under clauses 28 and 31; shall have regard to any such sum so chargeable against the Contractor provided always that this provision shall not affect any other remedy to which the SAINS 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 SAINS's right to reject the lowest or any tender. If the tender of the Contractor for any work

included in the P.C. Sum is accepted, such tender shall be held to include the profit and attendance charges, and the Contractor shall not be entitled to the profit and attendance charges as contained in the Bills of Quantities notwithstanding any provision to the contrary under clause 34.1.

#### **35.0 MATERIALS, GOODS AND WORKMANSHIP**

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

#### **36.0 INSPECTION AND TESTING OF MATERIALS, GOODS AND EQUIPMENT**

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

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

- 36.6 Notwithstanding anything in clause 36.5, if the Contractor carries out any further test as required by the S.O. pursuant to clause 36.2 and the result of such test shows the workmanship or materials is not in accordance with the provisions of the Contract, then the cost of such test shall be borne by the Contractor. But if the result of such test shows the workmanship or materials comply with the provisions of the Contract, then the cost of such test shall be borne by the SAINS.

#### **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).
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- 37.2 The Contractor shall furnish to the S.O. all such shipping documents, invoices and other documentation as may be required by the Customs Authorities in connection with the importation of goods, materials, constructional plant, equipment, vehicles and machineries.
- 37.3 In the case of constructional plant, equipment, vehicles, and machineries imported on the Contractor's behalf by importing agents and the like both the shipping documents and the invoices of the original suppliers or manufacturers must indicate clearly that the consignment is for the Contractor's account.
- 37.4 The procedure in respect of the requirements of the foregoing shall be determined by the Customs Authorities. The Contractor shall make written application to the S.O. and shall provide the relevant documentation of all constructional plant, equipment, vehicles and machineries to be imported into Malaysia not less than forty-five (45) days before the arrival of the said constructional plant, equipment, vehicles and machineries.
- 37.5 The Contractor shall pay all charges and other expenses in connection with the landing and shipment of all constructional plant materials and other things of whatsoever nature brought into or despatched from Malaysia for the purpose of the Contract.
- 37.6 The Contractor shall make his own arrangement in obtaining clearance through the Customs of constructional plant, equipment, vehicles and machineries. However, if required, the S.O.'s assistance may be sought.
- 37.7 Under this Contract, the Contractor shall be required to furnish all lists of constructional plant, equipment, vehicles and machineries to the S.O. whether the constructional plant, equipment, vehicles and machineries are hired or acquired.

#### **38.0 POSSESSION OF SITE**

- 38.1 No work under this Contract shall commence unless and until the Performance Bond stipulated under clause 13 and such insurance policy as specified under clauses 15 and 18 shall have been deposited with the SAINS, PROVIDED THAT for the purposes of this clause only (but for no other), if the Contractor shall produce to the SAINS the cover note of the said insurance policy and the receipt of premium paid, it shall be a sufficient discharge of his obligations under this clause.
- 38.2 Unless the Contract Documents shall otherwise provide, possession of the Site as complete as may reasonably be possible but not so as to constitute a tenancy, shall be given on or before the "Date for Possession" stated in the Letter of Acceptance to the Contractor who shall thereupon

and forthwith commence the Works (but subject to clause 38.1) and regularly and diligently proceed with and complete the Works on or before the Date for Completion as stated in Appendix.

- 38.3 The "Date for Completion" the Works as referred to under clause 39 hereof shall be calculated from the said "Date for Possession". PROVIDED ALWAYS that the possession of Site may be given in section or in parts and any other restrictions upon possession of the Site shall be stated in the Appendix to these Conditions or in the Contract Documents.
- 38.4 In the event of any delay in giving possession of the Site from the "Date for Possession" as stated in Letter of Acceptance or delay in giving any section or part of the Site as provided in clause 38.3, the S.O. may issue instructions in regard to the revision of the "Date for Possession" and the "Date for Completion" shall be appropriately revised under clause 43.1 (h) hereof, but the Contractor shall not be entitled to claim for any loss or damage caused by such delay in giving possession of the Site, nor shall he be entitled to terminate this Contract.
- 38.5 In the event that the giving of the possession of the whole Site is delayed beyond ninety (90) days of the "Date for Possession" stated in the Letter of Acceptance, the S.O. shall give written notice to the Contractor of the causes of such delay. Upon the receipt of the said written notice issued by the S.O., the Contractor may, inform the S.O. in writing of its decision within fourteen (14) days of receipt of the said notice either to:
- (a) agree to proceed with the Works when the Site is subsequently made available, in which case clause 38.4 shall apply in particular, the Contractor shall not be entitled to claim for any loss or damage caused by such delay in giving possession of the Site, or
  - (b) terminate this Contract, without prejudice to any other rights or remedies that the SAINS 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.

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## **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.

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39.5 The Works shall not be regarded as practically complete unless it has fulfilled the following:

- (a) the Works have been completed in accordance with the terms and conditions of this Contract;
- (b) the SAINS can have full, proper and beneficial use of the Works for their intended purpose, notwithstanding that there may be works of a very minor defects PROVIDED THAT such works do not prevent or diminish the full, proper and beneficial use as aforesaid;
- (c) the Works have passed any commissioning tests required in the Contract Document;
- (d) the Works shall be made available to the SAINS in a condition fit for occupation; and
- (e) all the essential services, including access roads, landscape, car parks, drains, sanitary, water and electricity installation, fire hydrant, sewerage and refuse disposal equipment and fire lifts specified in this Contract.

39.6 When the whole of the Works have reached practical completion to the satisfaction of the S.O., the date of such completion shall be certified by him and such date shall be the date of the commencement of the Defects Liability Period as provided in clause 48 hereof.

#### **40.0 DAMAGES FOR NON-COMPLETION**

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

40.2 Without prejudice to the SAINS's right to terminate this Contract, when the S.O. issues the Certificate of Non-Completion, the SAINS 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 SAINS 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 SAINS the said amount(s) if the same become due without the need of the SAINS to prove his actual damage or loss.

- 40.4 The payment or deduction of such Liquidated and Ascertained Damages shall not relieve the Contractor from his obligation to complete the Works or from any of its obligations and liabilities under the Contract.

#### **41.0 SECTIONAL COMPLETION**

- 41.1 Where different completion dates for different sections or parts of the Works are stated and identified in Appendix or elsewhere in the Contract Documents and different and separate Liquidated and Ascertained Damages are provided for each section or part of the Works, the provisions of this Contract in regard to:

- (a) Certificate of Practical Completion;
- (b) Delay and Extension of Time;
- (c) Liquidated Ascertained Damages; and
- (d) Defects Liability Period,

but not Insurance of the Works under clause 18, Performance Bond under clause 13 and final payment on the Final Certificate under clause 31 hereof shall, in the absence of any express provision to the contrary elsewhere in the Contract Documents apply as if each such section or part was the subject of a separate and distinct contract between the SAINS 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 SAINS**

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

##### ***Certificate of Partial Occupation***

- 
- (a) within seven (7) days from the date on which the SAINS shall have taken possession of the relevant part, the S.O. shall issue a Certificate of Partial Occupation in respect of the relevant part stating the estimated value of the said relevant part, and for all the purposes of this Clause (but for no other) the value so stated shall be deemed to be the total value of the said relevant part;
- 

##### ***Defects Liability Period***

- (b) for the purposes of clauses 39 and 48 hereof, the relevant part shall be deemed to have reached practical completion and the Defects Liability Period in respect of the relevant

part shall be deemed to have commenced on the date on which the SAINS shall have taken possession and occupied thereof;

***Certificate of Making Good Defects***

- (c) at the end of the Defects Liability Period of the relevant part and if in the opinion of the S.O. any defect, imperfection, shrinkage or any other fault whatsoever in respect of the relevant part which he may have required to be made good under clause 48. 1, shall have been made good by the Contractor, the S.O. shall issue a certificate to that effect;

***Reduction of Liquidated Ascertained Damages***

- (d) if, before the time of completion of the whole of the Works or, if applicable any section, a Certificate of Practical Completion has been issued for any part of the Works or of a section, the rate of the liquidated and ascertained damages for delay in completion of the remainder of the Works or of that section shall, for any period of delay after the date stated in such Certificate of Practical Completion, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or section, as applicable;

***Insurance of the Works***

- (e) notwithstanding the partial occupation by the SAINS of the relevant part the Contractor shall insure and keep insured the Works in the manner as stipulated under clause 18 and the Contractor shall give notice to the insurer of such partial occupation; and

***Performance Bond Not Affected***

- (f) it is expressly agreed that nothing contained in the preceding paragraphs shall entitle the Contractor to the release of the Performance Bond or any part thereof deposited by him under clause 13 hereof, the intention being that the said Performance Bond or any part thereof shall be released or refunded only upon the completion of making good all defects, imperfections, shrinkages or other faults which may appear during the Defects Liability Period and upon the giving of the Certificate of Completion of Making Good Defects for the whole of the Works under clause 48 hereof.

**43.0 DELAY AND EXTENSION OF TIME**

- 43.1 Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor shall forthwith give written notice to the S.O as to the causes of delay and relevant information with supporting documents enabling the said officer to form an opinion as to the cause and calculation of the length of delay. If in the opinion of the S.O the completion of the Works is likely to be delayed or has been delayed beyond the Date for Completion stated in Appendix 1 or beyond any extended Date for Completion previously fixed under this Clause due to any or more of the following events:

- (a) force majeure as provided under clause 58;
- (b) exceptionally inclement weather;
- (c) suspension of Works under clause 50;
- (d) directions given by the S.O., consequential upon disputes with neighbouring owners provided the same is not due to any act, negligence or default of the Contractor or any sub-contractor, nominated or otherwise;

- (e) S.O.'s instructions issued under clause 5 hereof, PROVIDED THAT such instructions are not issued due to any act, negligence, default or breach of this Contract by the Contractor or any sub-contractor, nominated or otherwise;
- (f) the Contractor not having received in due time instructions in regard to the nomination of sub-contractors and/or suppliers provided in this Contract, necessary instructions, drawings or levels for the execution of the Works from the S.O. due to any negligence or default of the S.O. PROVIDED THAT the Contractor shall have specifically applied in writing on a date which having regard to the Date for Completion stated in Appendix or to any extension of time then fixed under this clause, was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same;
- (g) delay in giving possession of the Site as provided under clause 38.4 hereof other than claim in effecting insurance and Performance Bond;
- (h) delay on the part of artists, tradesmen or others engaged by the SAINS 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.

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#### 44.0 CLAIMS FOR LOSS AND EXPENSE

- 44.1 If at any time during the regular progress of the Works or any part thereof has been materially affected by reason of delays as stated under clause 43.1 (c), (d), (e), (f) and (h), and the Contractor has incurred direct loss and/or expense beyond that reasonably contemplated and for which the Contractor would not be reimbursed by a payment made under any other provision in this Contract, then the Contractor shall within thirty (30) days of the occurrence of such event or circumstances Or instructions give notice in writing to the S.O. of his intention to claim for such

direct loss or expense together with an estimate of the amount of such loss and/or expense, subject always to clause 44.2 hereof.

- 44.2 As soon as is practicable but not later than ninety (90) days after practical completion of the Works, the Contractor shall submit full particulars of all claims for direct loss or expense under clause 44.1 together with all supporting documents, vouchers, explanations and calculations which may be necessary to enable the direct loss or expense to be ascertained by the S.O.. The amount of such direct loss or expense ascertained by the S.O. shall be added to the Contract Sum.
- 44.3 If the Contractor fails to comply with clauses 44.1 and 44.2, he shall not be entitled to such claim and the SAINS shall be discharged from all liability in connection with the claim.

#### **45.0 INVESTIGATION BY THE SAINS AND OTHER PERSONS IN CASE OF ACCIDENT, FAILURE OR OTHER EVENT**

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Where the SAINS, its employee or any person or body appointed or authorised by it carries out any investigation in relation to any accident, failure or other event which has occurred to, in or in connection with the Works or any part thereof for the purpose of determining the cause or reason for the said accident, failure or event, the Contractor shall render all such necessary assistance and facilities as may be required by the SAINS, 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.

#### **46.1 ACCESS FOR WORKS, ETC.**

##### **46.2 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.

##### **46.3 Access for Other Contractors and Workmen**

The Contractor shall in accordance with the requirements of the S.O. afford all reasonable access and facilities to any other person engaged by the SAINS and their workmen and of any other constituted authorities for the purposes of executing any work on or near the Site.

#### **47.0 SUB-CONTRACT OR ASSIGNMENT**

- 47.1 The Contractor shall not without the prior written consent of the S.O. (which consent shall not be unreasonably delayed or withheld sub- contract the design for any portion of the Works under clause 22 of this Contract. Where the S.O. consents to any sub-contract under this clause, such consent shall not in any way absolve the obligations of the Contractor under clause 10.
- 47.2 The Contractor shall not sub- contract the whole or any substantial part of the Works without the prior written consent of the S.O. (which consent shall not be unreasonably delayed or withheld). Any such consent, if given, shall not relieve the Contractor from any liability or obligation under this Contract and he shall be responsible for the due observance by such sub-contractors, of all the terms, stipulations and conditions under this Contract.
- 47.3 Notwithstanding any sub-contract made pursuant to clauses 47.1 and 47.2, the Contractor shall be fully responsible for the acts, defaults or neglects of any sub-contractor, including 'labour only' sub-contractors, his agents, servants or workmen as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen; PROVIDED THAT the provision of labour on a piecework basis shall not be deemed to be a sub-contract under this clause.
- 47.4 It shall be a condition in any sub-contract which has been consented to by the SAINS that upon termination of the Contractor's employment under the Contract, the employment of the sub-contractor under the sub-contract shall terminate immediately. No claim whatsoever shall be made by the Contractor and/or sub-contractor against the SAINS for any work done or materials or goods supplied.
- 47.5 If the Contractor sub-contracts the Works, in whole or in part, to any person without getting prior written consent of the S.O. as provided under this clause, the S.O. shall have the right to instruct the Contractor to forthwith terminate such sub-contract and the Contractor shall be liable for all costs and expense relating to such termination.
- 47.6 The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or thereunder otherwise than by way of assignment in favour of the Contractor's banker or any financial institution or Corporation of any monies due or to become due under this Contract without prior written consent of the S.O.

#### **48.0 DEFECTS AFTER COMPLETION**

##### **48.1 Completion of Outstanding Work and Remedying Defects**

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

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

#### **48.2 Default in Remedying Defects**

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

#### **48.3 Diminution in Value of Works**

If any defect, imperfection, shrinkage or any other fault whatsoever is such that, in the opinion of the S.O., it shall be impracticable or inconvenient to the SAINS to have the Contractor to remedy the same, the S.O. shall ascertain the diminution in the value of the Works due to the existence of such defects, imperfections, shrinkages or any other fault whatsoever. The amount of such diminution shall be recoverable by the SAINS from the Contractor as a debt due under the Contract and failing which such diminution shall be recovered from the Performance Bond.

#### **48.4 Certificate of Completion of Making Good Defects**

When in the opinion of the S.O. the Contractor has made good the defects, imperfections, shrinkages or any other fault whatsoever which he is required to make good under clauses 48.1(a) or (b), or both, the S.O. shall issue a certificate to that effect, and the date specified in such certificate shall be the date on which the Contractor has completed making good such defects, imperfections, shrinkages or any other fault whatsoever. The said Certificate shall be referred to as the "Certificate of Completion of Making Good Defects".

### **49.0 UNFULFILLED OBLIGATIONS**

Notwithstanding the issue of the Certificate of Completion of Making Good Defects under clause 48.4 hereof the Contractor and the SAINS shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract, prior to the issue of the said certificate, which remains unfulfilled at the time such certificate is issued, and for the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the Parties hereto.

### **50.0 SUSPENSION OF WORKS**

#### **50.1 Suspension and Resumption of Works**

- (a) The S.O. may at any time instruct the Contractor to suspend part or all of the Works.
- (b) Upon receipt of such written instruction, the Contractor shall suspend part or all of the Works for such time and in such manner as specified in the instruction and shall duly protect, store and secure the Works or such part of the Works against any deterioration, loss or damage.
- (c) During the suspension period, the Contractor shall continue to perform its obligations under this Contract, which are not affected by the instruction to suspend, including the obligation to effect and maintain insurances and Performance Bond.

- (d) The S.O. may instruct the Contractor to resume the Works at any time thereafter. Upon receipt of such instruction the Contractor shall resume the Works and the Parties shall jointly examine the Works affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works which has occurred during the suspension. The Contractor shall also take all necessary actions to mitigate the expenses incurred

#### **50.2 Extension of Time**

If the Contractor suffers delay and/or incurs expenses in complying with the instruction under clause 50.1(a), and in resumption of the Works, and if such delay and/or expenses was not foreseeable by the Contractor, the Contractor shall give notice for extension of time under clause 43 and the provisions thereof shall apply accordingly. PROVIDED THAT the Contractor shall not be entitled to such extension if the suspension is due to a cause attributable to the Contractor and he shall not be entitled to payment of loss and expense if he -

- (a) fails to take measures specified in clause 50.1(b); and
- (b) fails to take all necessary action to mitigate the expenses incurred.

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

#### **50.3 Consequences of Mutual Termination**

- (a) If the Contract is mutually terminated under this clause-
  - (i) clause 51.1(c)(i) shall be applicable; and
  - (ii) payment obligations including all costs and expenditure incurred by the SAINS 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 ..Thirty... (.30...) days;
- (iii) fails to proceed regularly and diligently with the performance of his obligations under the Contract;
- (iv) fails to execute the Works in accordance with the Contract;
- (v) persistently neglects to carry out his obligations under the Contract;

- (vi) refuses or persistently neglects to comply with a written notice from the S.O. in relation to any defective work or equipment, materials or goods which are defective or do not meet the requirements of the Contract;
- (vii) fails to comply with the provisions of clause 47; or
- (viii) fails to comply with any terms and conditions of this Contract,

then the SAINS shall give written notice to the Contractor specifying the default, and requiring the Contractor to remedy such default within fourteen (14) days of the receipt of the default notice or any period determined by the SAINS.

**(b) Termination**

If the Contractor fails to remedy the breach within such period, the SAINS shall have the right to ~~forthwith terminate this Contract by giving a written notice to that effect~~

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**(c) Consequences of Termination**

If this Agreement is terminated under clause 51.1(b) -

- (i) the Contractor shall -
  - (A) forthwith cease all operations of the Works;
  - (B) carry out any protection works so as to secure the Site, equipment, goods, materials therein against any deterioration, loss or damage and to do all things necessary so as to leave the Site in a clean and tidy condition;
  - (C) remove its personnel and workmen from the Site;
  - (D) vacate the Site within the time stipulated by the S.O., remove all temporary buildings, plant, tools, equipment, goods and unfixed materials which have not been paid by the SAINS, as specified by the S.O. Failing which, the SAINS may (but without being responsible for any loss or damage) remove and sell any such property belonging to the Contractor, holding the proceeds, less all cost incurred, to the credit of the Contractor;
  - (E) either-
    - (aa) terminate all third party contracts entered into by the Contractor for the purposes of this Contract;
    - (bb) assign to the SAINS, if so required by the S.O., at no cost or expense to the SAINS, the benefit of any agreement for the supply of materials or goods and/or for the execution of any work or services for the purposes of this Contract; or
    - (cc) allow such third party to enter into a contract with the SAINS or any person deemed necessary by the SAINS for the purpose of completing the Works;

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

- (F) at no cost to the SAINS, hand over to the SAINS all plans, designs, specification and other relevant documents relating to the Works;
- (G) pay to the SAINS for any losses and damages as a result of termination of this Contract in the manner provided under clause 56; and
- (H) not be released from any of its obligations under the Contract.

(ii) the SAINS shall -

- (A) call upon the Performance Bond or forfeit the Performance Guarantee Sum;
- (B) enter and repossess the Site;
- (C) be entitled to carry out and complete the Works on its own or employ any other person to carry out and complete the Works; and
- (D) be entitled to claim against the Contractor for any losses, costs, expenses and damages suffered as a result of termination of this Contract in the manner provided under clause 56.

- (iii) for the avoidance of doubt, the Parties hereby agree that the Contractor shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Contract under this clause.

## 51.2 General Default

### (a) Events of Default

If at any time during the Contract Period-

- (i) the Contractor becomes bankrupt;
- (ii) the Contractor becomes insolvent or compounds with or enters into an arrangements or compositions with its creditors;
- (iii) an order is made or resolution is effectively passed for the winding-up of the Contractor (except for the purpose of restructuring or amalgamation with the written consent of the SAINS, 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 SAINS shall have the right to terminate this Contract forthwith by giving notice to that effect.

**(b) Consequences of Termination**

- (i) In the event the termination of this Contract under clause 51.2 takes place, clauses 51.1(c)(i) and 51.1(c)(ii) shall apply.
- (ii) For the avoidance of doubt, the Parties hereby agree that the Contractor shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Contract under this clause.

**52.0 TERMINATION ON NATIONAL INTEREST**

**52.1 Termination**

- (a) Notwithstanding any provision of this Contract, the SAINS may terminate this Contract by giving not less than thirty (30) days written notice to that effect to the Contractor (without any obligation to give any reason thereof) if the SAINS considers that such termination is necessary for national interest, national policy or national security.
- (b) For the purpose of this clause, what constitutes "national interest", "national policy" and "national security", shall be solely made and determined by the SAINS and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

**52.2 Consequences of Termination**

Upon such termination of this Contract under clause 52.1-

- (a) payment obligations including all costs and expenditure incurred by the SAINS 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 SAINS, 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 SAINS, the SAINS shall be entitled to terminate this Contract at any time, by giving immediate written notice to that effect to the Contractor.

**53.2 Consequences of Termination**

Upon such termination under clause 53.1 -

- (a) the SAINS shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the SAINS 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 SAINS upon such payment being made to the Contractor);
- (d) a sum being the amount of any expenditure reasonably incurred by the Contractor in so far as such expenditure has not been recovered by any other payments referred to in this sub-clause; and
- (e) the reasonable cost of any protection works and removal of equipment and site facilities pursuant to termination as provided under this Contract,

PROVIDED THAT such amount to be paid by the SAINS shall be confined only to those items as are clearly and expressly stated in sub-clauses (a)-(e) above.

54.2 For the avoidance of doubt, the Parties hereby agree that the Contractor shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than stipulated under clause 54.1(a)-(e). The Parties further agree that the amount agreed above by the SAINS shall constitute as a full and final settlement between the Parties.

54.3 Upon termination of this Contract under clause 50 and clause 52, a final account of this Contract shall be prepared and issued by the S.O.

#### **55.0 EVENTS AND CONSEQUENCES OF DEFAULT BY THE SAINS**

##### **Default of Obligations**

##### **(a) Events of Default**

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If the SAINS without any reasonable cause fails to perform or fulfil any of its obligations which adversely affects the Works,

then the Contractor may issue a notice specifying the default by the SAINS and requiring the SAINS to remedy the same within the period specified therein taking into account the nature of the remedy to be carried out by the SAINS or such other period as may be agreed by both Parties from the date of receipt of such notice.

**(b) Termination**

If the SAINS fails to remedy the default period specified in such notice issued under Clause 55 (a) within the stipulated period time therein, the Contractor shall have the right to forthwith terminate this Contract by giving a written notice to that effect.

**(c) Consequences of Termination**

If this Contract is terminated under Clause 55 (b)

**(i) the SAINS shall pay to the Contractor –**

- (a)** the value of the Works carried out up to the date of termination;
- (b)** the amounts payable in respect of any preliminary items so far as the Work or service comprised therein has been carried out or performed and a proper proportion of any such items which have been partially carried out or performed;
- (c)** the cost of materials or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the SAINS upon such payment being made to the Contractor); and
- (d)** a sum being the amount of any expenditure reasonably incurred by the Contractor in so far as such expenditure has not been recovered by any other payments referred to in this sub-clause.

**(ii) For the avoidance of doubt, the Parties hereby agree that the Contractor shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Contract.**

**56.0 CERTIFICATE OF TERMINATION COSTS**

**56.1** As soon as the arrangements for the completion of the Works made by the SAINS enable the S.O. to make a reasonably accurate assessment of the ultimate cost to the SAINS of completing the Works following the termination of the Contractor's employment and the engagement of other contractors or persons, and the amount of direct loss and/or damage caused to the SAINS 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 SAINS;
- (b)** the sums paid or payable to other contractors or persons engaged by the SAINS 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 OnCost Charges incurred by the SAINS in completing the Works; and
- (e)** the amount of direct loss and/or damage caused to the SAINS 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 SAINS 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 SAINS and if greater the difference shall be a debt payable by the SAINS to the Contractor.

56.5 The Certificate of Termination Costs shall be binding and conclusive on the Contractor as to the amount of such loss or damage specified therein.

56.6 In the event the completion of the Works being undertaken departmentally, allowance shall be made, when ascertaining the amount to be certified as costs and expense incurred by the SAINS, 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 SAINS 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 thereof), other than the payment obligations as a result of the occurrence of an Event of Force Majeure.

58.2 An "Event of Force Majeure" is an event beyond the control of both Parties which are:

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies;
- (b) insurrection, revolution, rebellion, military or usurped power, civil war, terrorism;
- (c) natural catastrophe including but not limited to earthquakes, floods, subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
- (d) nuclear explosion, radioactive or chemical contamination or radiation (unless caused by the negligence act, omission or default of the Contractor, its agents or personnel);
- (e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
- (f) riot, commotion or disorder, unless solely restricted to employees of the Contractor or its personnel, servants or agents.

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

#### **59.0 SITE AGENT AND ASSISTANTS**

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

#### **60.0 NOMINATED SUB-CONTRACTORS AND/OR NOMINATED SUPPLIERS**

- 60.1 The S.O. shall obtain tenders for Nominated Sub-Contractor's or Nominated Supplier's work or services, or for the supply of materials or goods in respect of which Prime Cost Sums or Provisional Sums are included in the Bills of Quantities, and the Contractor shall, on the written instruction of the S.O., enter into such sub-contracts with the Nominated Sub-Contractor or Nominated Supplier as the case may be and such sub-contracts shall be in the form as referred to in clause 60.2(b).
- 60.2 The S.O. shall not nominate as a sub-contractor or a supplier in connection with the Works:
- (a) a person against whom the Contractor shall make in writing within twenty one (21) days from the date of the S.O.'s instruction under clause 60.1 hereof what the S.O. considers to be reasonable objection;
  - (b) a person who will not enter into a sub-contract with terms and conditions as provided in the Government standard form of sub-contract for Nominated Sub-contractor (Form PWD 203N) or for Nominated Supplier (Form PWD 203P), as the case may be; or
  - (c) a person who will not give to the SAINS such indemnity with terms and conditions as provided in the Government standard form of Letter of Indemnity for Nominated Sub-contractors (Form PWD 203N7) or for Nominated Suppliers (Form PWD 203P7), as the case may be.

60.3 If pursuant to clause 60.2, the Contractor is not required to enter into a sub-contract with a Nominated Sub-contractor or Nominated Supplier, as the case may be, the S.O. shall do one or more of the following:

- (a) nominate an alternative sub-contractor or supplier, as the case may be, in which case clause 60.2 hereof shall apply;
- (b) by order under clause 24 vary the Works or the work or services, materials or goods, the subject of the Prime Cost Sums or Provisional Sum as aforesaid, including if necessary the omission of any such work or services, materials or goods so that they may be provided by workmen, contractors or suppliers, as the case may be, employed by the SAINS either concurrently with the Works or at some other date in which case the Contractor shall not be entitled to claim for any losses therefrom; or
- (c) in accordance with clause 34.4 arrange for the Contractor to execute such work or services, or to supply such materials or goods.

#### **61.0 PAYMENT TO NOMINATED SUB-CONTRACTOR OR SUPPLIER**

61.1 The S.O. in issuing Interim Certificates under clause 28 or the Final Certificate under clause 31 hereof shall state separately the amount of interim or final payment due to each Nominated Sub-contractors or Suppliers which amount subject to clause 61.2 hereof, shall be paid by the SAINS direct to the Nominated Sub-contractors or Suppliers. The amount paid by the SAINS direct to the Nominated Sub-contractors or Suppliers shall be deemed to be a payment to the Contractor by the SAINS under and by virtue of this Contract.

61.2 Subject to the relevant provisions in the sub-contract (Form PWD 203N or Form PWD 203P as the case may be), the Contractor shall be entitled to be paid and the SAINS may pay to the Contractor out of any money otherwise due to a Nominated Sub-contractors or Suppliers:

- (a) any amount which the SAINS 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.

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#### **62.0 NO LIABILITY OF SAINS TO NOMINATED AND/OR SUB-CONTRACTOR OR SUPPLIER**

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

**63.0 RESPONSIBILITIES OF CONTRACTOR TO NOMINATED AND/OR SUB-CONTRACTORS OR SUPPLIERS**

63.1 The Contractor shall be fully responsible to ensure that the Nominated Sub-Contractor or Suppliers shall conform with the terms and conditions of this Contract and shall be fully responsible for the acts, defaults or breach of any terms and/or conditions of this Contract by the Nominated Sub-Contractors or Suppliers on their part in the same way as for his own or those of other sub-contractors or suppliers engaged by himself. The SAINS 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 subcontract, 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~~

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(b) undertake to complete the sub-contract himself.

PROVIDED THAT in any of such events the Contractor is entitled to be paid the same sum for the work or services to be executed, or materials or goods to be supplied, as would have been payable had the original Nominated Sub-contractor or Supplier completed the sub-contract without any default on its part.

**64.0 INTELLECTUAL PROPERTY RIGHTS**

64.1 The Copyright and all other proprietary rights whatsoever in the Works and other material developed and supplied by the Contractor pursuant to or under this Contract shall vest in and shall be the sole property of the SAINS and the Contractor shall not during or at any time after completion of the Works or after the expiry or termination of this Contract, in any way, question or dispute the ownership of the SAINS. The proprietary rights in the Works shall vest in the SAINS free and clear of all liens, claims and encumbrances on the Works.

64.2 The Contractor shall be responsible for any claim that the equipment supplied infringes a patent, copyright or registered design.

64.3 If the SAINS's use or possession of the equipment is likely to constitute an infringement, then the Contractor shall promptly and at its own expenses procure for the SAINS the right to continue using and possessing the equipment; or modify or replace the equipment so as to avoid the infringement (in which event the Contractor shall compensate the SAINS for the amount of any direct loss or damage sustained or incurred by the SAINS during such modification or replacement).

64.4 The Contractor shall indemnify the SAINS against any claim for the infringement of any letters patent, copyright or registered designs by the use of any equipment or of information supplied under this Contract and against all costs and damages which the SAINS may incur in any action for which such infringements or for which the SAINS 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 SAINS and upon discovery of such an object the Contractor shall forthwith-

- (a) not to disturb the object and shall cease work if and in so far as the continuance of the work would endanger the object or prevent or impede its excavation or its removal;
  - (b) take all steps which may be necessary to preserve the object in the exact position and condition in which it was found; and
  - (c) inform the S.O. of the discovery and precise location of the object.
- 65.2 The S.O. shall issue instructions in regard to what is to be done concerning the object reported by the Contractor under clause 65.1 and (without prejudice to the generality of his power) such instructions may require the Contractor to permit the examination, excavation or removal of the object by a third party. Any such third party shall for the purpose of clause 15 be deemed to be a person for whom the SAINS is responsible and not to be a sub- contractor.
- 65.3 If compliance with the provisions of clause 65.1 or with an instruction issued under clause 65.2 has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by a payment made under any other provisions of this Contract then the amount of such loss and/or expense shall be added to the Contract Sum.

#### **66.0 ARBITRATION**

- 66.1 If any dispute or difference shall arise between the SAINS and the Contractor out of or in connection with the contract, then parties shall refer such matter, dispute or difference to the officer named in Appendix for a decision.
- 66.2 The officer named in Appendix's decision shall be in writing and shall subject to clause 66.4 hereof, be binding on the Parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence whether or not notice of dissatisfaction is given by him.
- 66.3 If the Parties –
- (a) fails to receive a decision from the officer named in the Appendix within forty-five (45) days after being requested to do so; or
  - (b) is dissatisfied with any decision of the officer named in the Appendix,
- then such dispute or difference shall be referred to arbitration within forty-five (45) days to an arbitrator to be agreed between the Parties and failing such agreement, to be appointed by the Director of the Regional Centre for arbitration in Kuala Lumpur on the application of either Party hereto. Such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration and shall be conducted in accordance with the rules for arbitration of the Kuala Lumpur Regional Centre for Arbitration using the facilities and the system available at the Centre.
- 66.4 Such reference, except on any difference or dispute under clause 51 hereof shall not be commenced until after the completion or alleged completion of the Works or determination or alleged determination of the Contractor's employment under this Contract, or abandonment of the Works, unless with the written consent of the SAINS and the Contractor.
- 66.5 In the event that such consent has been obtained in accordance with clause 66.4, the reference of any matter, dispute or difference to arbitration pursuant to this clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the parties to perform their respective obligations under this Contract.
- 66.6 In any arbitration proceedings conducted pursuant to clause 66.3, the Parties may make any counter claim in relation to any dispute or difference arising from the Contract.

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

**67.0 NOTICE, ETC.**

- 67.1 Any notice, approval, consent, request or other communication required or permitted to be given or made under this Contract shall be in writing in Bahasa Malaysia or English language.
- 67.2 Such notice shall be effected by:
- (i) hand delivery or courier and an acknowledgement of receipt obtained;
  - (ii) leaving the notice at the registered office or site office of the Contractor in which case it shall be deemed to have been duly delivered; or
  - (iii) registered post in which case it shall be deemed to have been received seven (7) days after the date of posting.
- 67.3 The address of the SAINS and the Contractor is as shown below or such other address as either party may have notified the sender:

to the SAINS:

Address: **SYARIKAT AIR NEGERI SEMBILAN SDN BHD**  
Tingkat 2, Kompleks PKNNS,  
Jalan Persiaran S2 B2, Seremban 2,  
70300 Seremban, Negeri Sembilan Darul Khusus

to the Contractor:

Address:

- 67.4 It shall be the duty of the parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days. In the event of the Contractor failing to notify the S.O. of such an address or any change in his address, such written notices and instructions shall be deemed to have been served upon the Contractor if they are sent in the manner stated above to the address stated in this Contract or to the Contractor's site office.

## **68.0 SAFETY AT THE SITE**

### **68.1 Compliance with Safety Requirements**

The Contractor shall comply with all relevant laws, regulations, rules, by-laws, directive or order by the relevant authorities on the requirements of safety-at-work ("Safety Requirements") and shall ensure his personnel, workmen and sub-contractors at all times during the execution of Works comply with such Safety Requirements.

### **68.2 Submission of Safety Programme**

(a) Within 14 days from the receipt of the Letter of Acceptance by the SAINS, 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.

### **68.5 Rate Of Penalty For Non-Compliance Safety, Health And Environment By Contractors**

If the contractor fail to complie SHE, penalty will impose as per appendix

## **69.0 ADVANCE PAYMENT**

69.1 The Contractor shall be entitled to a **BATAL** amount on the Contract amounting to 25% of the value of the Contract Sum less (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:

**BATAL**

$$\text{\$ } 0 = \frac{200}{B} \text{ A percent of \$P}$$

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

\$ A = total amount of advance paid,

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

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

69.3 The liability under the advance guarantee shall be terminated upon realization by the SAINS of the full sum of advance paid. However if the full sum of the advance paid cannot be realized before the completion date of the contract or any authorised extension thereof or the case of the contract been determined before the date of the determination, then the balance of the advance repayable to the SAINS 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 SAINS 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.

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#### **76.0 SUCCESSORS BOUND**

This Contract shall be binding upon the respective successors-in-title of the Parties.

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## **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 SAINS Health and Sanitary Authorities. In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the SAINS 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 SAINS are trained or exposed to the expertise of such foreign professionals pursuant to a programme for technology transfer.

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## **79.0 GENERAL DUTIES AND PERFORMANCE STANDARD**

### **79.1 Industry Practice**

The Contractor shall provide and perform the Works in a proper manner in accordance with good management and best industry practice and to the best advantage of the SAINS and shall comply with all law, statutes and any guidelines or direction issued by the SAINS 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 SAINS's Interest**

The Contractor shall at all times perform the Works in such manner as will always safeguard and protect the SAINS'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, the SAINS may reject the goods/materials which are found to be not in compliance with this requirement.
- 80.2 For local goods/materials not listed as aforesaid, such goods/materials may be allowed if prior testing and certification from IKRAM QA Services Sdn. Bhd. or SIRIM QA Services Sdn. Bhd., whichever is relevant, has been obtained. Where such testing cannot be carried out by IKRAM QA Services Sdn. Bhd. or SIRIM QA Services Sdn. Bhd. the Contractor may, with the S.O.'s prior approval, have the testing to be done by another agency.

- 80.3 Under no circumstances shall the Contractor be permitted to incorporate or supply imported materials, plant, equipment, vehicles or other goods into the Works or forming part of the scope of the Works except those approved by the SAINS, 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 SAINS, with suitable local materials, plant, equipment, vehicles or other goods, including making any necessary subsequential changes or adjustment to the design of the Works to accommodate such substitution, all to the concurrence of the S.O..
- 80.4 The Contractor shall ensure that the procurement of approved imported materials, plant, equipment, vehicles or other goods are obtained directly from the country of origin based on F.O.B. or other similar basis. The transportation and insurance of such imported materials, plant, equipment, vehicles or other goods from the country of origin to the Site shall be arranged by the Contractor through the Government's Multi Modal Transport Operators (hereinafter referred to as MTO) as listed in Appendix. The Contractor shall allow in his tender all costs and time required in complying with the requirements of this Clause including the cost required for the services provided by the MTO.
- 80.5 The Contractor shall submit documentary evidence of compliance with this clause to the S.O. within one (1) month from the date of each delivery to the Site of such materials, plant, equipment, vehicles or other goods.

**81.0 TIME**

Time whenever mentioned shall be of the essence of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the day and year first above written.

SIGNED for and on behalf of

)

)

.....

SAINS

)

)

in the presence of:

)

.....

<sup>\*1</sup>The Common Seal of

)

)

)

(Co. No. :

)

)

was hereunto affixed

)

in the presence of:

)

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

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

<sup>1</sup> applicable only the Contractor is a company registered under the Companies Act 1965

## APPENDIX TO THE CONDITIONS OF CONTRACT

### Clause

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

Financial Limits	Officer
(a) For variation which has no adverse financial impact	Jawatankuasa Perakuan Kelambatan (PKLM) dan Tambahan Kerja (VO)
(b) If the original Contract Sum is less than RM500,000 and the cumulative total of variation proposed is less than 10% of the Contract Sum	Jawatankuasa Perakuan Kelambatan (PKLM) dan Tambahan Kerja (VO)
(c) In all other cases	Jawatankuasa Perakuan Kelambatan (PKLM) dan Tambahan Kerja (VO)

- 4.1 (b) Officer(s) empowered to take action on behalf of the SAINS in respect of:

Clauses 51, 52, 53, 58 and 66.....

**Pengerusi SAINS**  
.....

- 13 Performance Bond .

Amount of Guarantee .....

RM.....

Guarantor Bank/Insurance Company/  
Finance Company .....

.....

Guarantee No.....

.....

- 15 Minimum insurance cover for any one accident or series of accidents arising out of one event ... ..

RM.....

Policy No.....

Period of insurance .....

- 15.1 Amount of excess ... ..

RM.....NIL.....

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

### Clause

17	SOCSSO Scheme registration number .....	
18	Amount to be added to full value of Contract Sum as the insured sum.....	RM.....
	Total Amount Insured ... ..	RM.....
	Policy No.....	
	Period of insurance .....	
18(b)	Amount of excess ... ..	RM.....
21.2	Date of Tender ... ..	29 Ogos 2022
28.1	Value of work to be executed including materials and goods to be delivered before First Interim Certificate will be issued.....	RM 1,000.00
	Value of work to be executed including materials and goods to be delivered before each subsequent Interim Certificate will be issued.....	RM1,000.00
28.6	Period for honouring payment certificate (if none stated, then within thirty (30) days of the issue of the Certificate) .....	120 Days
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 ... 0.0189% x Contract Sum ...	RM.....per Day.....

## 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
<div style="border: 1px solid black; width: 40%; margin: auto; padding: 20px; font-size: 2em; font-weight: bold;">NIL</div>			

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

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

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

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

Clause

### 68.5 RATE OF PENALTY FOR NON-COMPLIANCE SAFETY, HEALTH AND ENVIRONMENT BY CONTRACTORS

KOD	KETIDAKPATUHAN	KADAR/HARI	RM
KP 1	Pekerja asing bekerja tanpa permit yang sah	Setiap orang	Diarah keluar dari tapak kerja
KP 2	Pemandu/operator jentera tidak mempunyai permit/lesen yang sah	Setiap kejadian	Diarah keluar dari tapak kerja
KP 3	Menggunakan Kren, Jengkaut, Lori atau mesin tanpa permit yang sah	Setiap kejadian	Diarah keluar dari tapak kerja
KP 4	Membuang sisa/bahan yang boleh menyebabkan pencemaran air, udara, tanah	Setiap kejadian	RM500
KP 5	Tiada 'Permit To Work' atau telah tamat tempoh	Setiap kejadian	RM100
KP 6	Tidak melakukan ujian kandungan gas dalam ruang terkurung sebelum melaksanakan tugas	Setiap kejadian	RM100
KP 7	Pekerja tidak mempunyai kad hijau CIDB atau telah tamat tempoh	Setiap orang	RM100
KP 8	Tidak melaporkan sebarang kemalangan/pencemaran alam sekitar kepada SAINS dalam tempoh 24 jam	Setiap kejadian	RM100
KP 9	Tidak menyediakan Alat Pemadam Api ketika mengendalikan kerja-kerja panas seperti mengimpal	Setiap kejadian	RM100
KP 10	Tidak menyediakan Papan Tanda Amaran/Hadangan di kawasan korekan	Setiap kejadian	RM100
KP 11	Gagal mematuhi peraturan OSH yang dikuatkuasakan di SAINS dari semasa ke semasa	Setiap kejadian	RM100
KP 12	Tidak menyediakan Papan Tanda Keselamatan/Kon yang secukupnya	Setiap orang	RM50
KP 13	Tidak meletakkan Papan Tanda Amaran/Notis Pemberitahuan ketika pengendalian kerja elektrik dan mekanikal	Setiap kejadian	RM50
KP 14	Housekeeping	Setiap tapak	RM50
KP 15	Tiada penyelia memantau di tapak	Setiap kejadian	RM50
KP 16	Tidak memakai PPE seperti 'Safety Helmet', Kasut Keselamatan, Ves Pantulan Cahaya, 'Gloves', 'Ear plug', 'Mask', Pelindung Mata Keselamatan	Setiap kesalahan	RM50
KP 17	Tidak memaka 'Safety Harness'	Setiap orang	RM50
Kp 18	Menyalahgunakan Kren, Jengkaut dan Jentera Pengorek untuk membawa pekerja	Setiap kejadian	RM50



**BORANG SEBUT HARGA KERJA**

**SEBUT HARGA BIL: SAINS IP/SH: NO: 43/2022**

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

Tuan,

**Sebut harga untuk**

**CADANGAN KERJA PENGGANTIAN PAIP PECAH BERSAIZ 200MM JENIS UPVC DI JALAN KARAK – KUALA PILAH, NEGERI SEMBILAN**

Di bawah dan tertakluk kepada Arahan Penyebut Harga Syarat-syarat Am Sebut Harga, Spesifikasi Kerja dan Pelan-pelan, saya yang bertandatangan di bawah ini adalah dengan ini menawarkan untuk melaksanakan dan menyiapkan kerja-kerja tersebut bagi jumlah harga sebanyak: Ringgit Malaysia : ..... (RM .....).

2. Saya bersetuju menyiapkan kerja-kerja ini dalam masa **...4... Bulan** dari tarikh mula kerja seperti yang diarahkan oleh Pegawai Penguasa.

Bertarikh pada .....haribulan .....2022

.....  
Tandatangan Kontraktor

.....  
Tandatangan saksi

Nama Penuh : .....

Nama Penuh : .....

No. KP : .....

No. KP : .....

Alamat : .....

Alamat : .....

.....

.....

.....

.....

Atas sifat : .....

.....  
Meteri atau Cop Kontraktor

Disertakan Satu Salinan Sijil CIDB dan PKK

# LAMPIRAN C

BORANG A	SURAT PENGAKUAN KEBENARAN MAKLUMAT DAN KEESAHAN DOKUMEN YANG DIKEMUKAKAN OLEH PENYEBUTHARGA
BORANG B	MAKLUMAT AM LATAR BELAKANG PENNYEBUTHARGA
BORANG C	DATA-DATA KEWANGAN
BORANG CA	LAPORAN BANK/INSTITUSI KEWANGAN MENGENAI KEDUDUKAN KEWANGAN PENYEBUTHARGA
BORANG D	CONTRACTOR'S LIST OF TEN (10) WORKS COMPLETED
BORANG E	CONTRACTOR'S COMPANY'S MEMBER
BORANG F	CONTRACTOR'S CONSTRUCTIONAL PLANT
BORANG G	CONTRACTOR'S LIST OF WORKS IN PROGRESS
BORANG H	SURAT AKUAN PEMBIDA
BORANG I	SURAT AKUAN PEMBIDA BERJAYA
BORANG J	BORANG DEKLARASI PERLINDUNGAN DATA PERIBADI

**BORANG A - SURAT PENGAKUAN KEBENARAN MAKLUMAT DAN KEESAHAN DOKUMEN YANG DIKEMUKAKAN OLEH PENYEBUTHARGA**

Nama Kontraktor:.....

Alamat:.....

.....

.....

Kepada,

**Pengarah,  
Syarikat Air Negeri Sembilan Sdn Bhd,  
Tingkat 2, Bangunan PKNNS,  
Jalan S2 B2, Seremban 2,  
70300 Seremban, N.Sembilan.**  
(Pihak yang akan menilai tender)

Tuan,

**Maklumat Latar Belakang, Kewangan dan Teknikal Penyebutharga.**

1. Kami telah membaca dengan teliti semua arahan-arahan yang terkandung dalam Arahan Kepada Penyebutharga termasuk arahan yang menghendakkan kami mengemukakan maklumat-maklumat dan dokumen-dokumen mengenai perkara di atas bersama-sama dokumen sebutharga kami semasa mengemukakan Sebutharga ini untuk membolehkan SAINS menilai keupayaan kami untuk melaksanakan kerja yang disebutharga, semasa penilaian Sebutharga.
2. Kami faham dan mengambil maklum bahawa penilaian Sebutharga ini akan mengambilkira dan mementingkan keupayaan kami melaksanakan kerja yang disebuthargakan. Justeru itu sebutharga kami hanya akan dipertimbangkan untuk diperakukan kepada Lembaga Sebutharga untuk disetujuterima sekiranya kami didapati berkeupayaan untuk melaksanakan projek yang disebutharga, mengikut penilaian SAINS berasaskan maklumat-maklumat dan dokumen-dokumen yang kami kemukakan.
3. Kami juga ingin mengambil maklum bahawa kami dikehendaki mengemukakan semua maklumat dan dokumen-dokumen yang diminta bersama-sama sebutharga kami sebelum Sebutharga 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,E, F,G, H & J 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 SAINS terhadap kami dan/atau sebutharga 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 Sebutharga 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 SAINS menilai keupayaan kami, terutamanya dokumen-dokumen berhubung dengan kedudukan kewangan dan prestasi kerja semasa kami seperti berikut:

- 1) Salinan Akaun Syarikat yang telah disahkan dan diaudit oleh Juru Audit yang bertauliah bagi dua (2) tahun kewangan terakhir.
- 2) Salinan Penyata Bulanan Akaun Bank mengenai Wang Dalam Tangan penyebutharga bagi tiga (3) bulan terakhir sebelum Tarikh Tutup Sebutharga.

6. Kami dengan ini memberi kuasa kepada mana-mana pegawai SAINS, Jurutera-jurutera projek, bank dan institusi kewangan lain, dan lain-lain atau mana-mana-orang-atau-firma-yang-berkenaan-untuk memberikan maklumat-maklumat yang dianggap perlu dan diminta oleh SAINS untuk menyemak maklumat-maklumat yang kami berikan untuk mendapat maklumat tambahan. Kami mengambil maklum bahawa pihak SAINS juga boleh merujuk apa-apa maklumat yang kami kemukakan dengan mana-mana pihak termasuk Lembaga Hasil Dalam Negeri. Walau bagaimanapun kami tetap bertanggungjawab di atas maklumat-maklumat dan dokumen-dokumen yang kami berikan.

Yang benar,

.....  
(Tandatangan Penyebutharga)  
Nama Penuh:.....  
No. Kad Pengenalan:.....  
Atas sifat:.....  
Yang diberi kuasa dengan sepenuhnya untuk  
Menandatangani Sebutharga ini untuk dan bagi pihak:

Tarikh:.....

.....  
(Meteri atau cap Penyebutharga)

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

Tarikh:.....

## BORANG B-MAKLUMAT AM LATAR BELAKANG PENYEBUTHARGA

1. Nama:.....

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

No Telefon:.....No.Fax .....

3. Sijil Lembaga Pembangunan Industri Pembinaan Malaysia (LPIPM) (Sertakan Salinan Pendaftaran)

i. No.Pendaftaran:.....

ii. Tarikh Pendaftaran:..... sah hingga .....

iii. Kod Bidang: .....  
.....iv. Taraf (Bumiputera/Bukan Bumiputera):  
.....

v. Jika Bumiputera, tempoh sah taraf: Dari ..... hingga .....

4. Bagi Syarikat Sdn.Bhd.nyatakan:

i. Modal dibenarkan : RM.....

ii. Modal dibayar:RM.....

5. Perniagaan utama lain, jika ada:

a) .....sejak.....

b) .....sejak.....

6. Ahli-ahli Syarikat

i. Ahli-ahli Lembaga Pengarah

Nama	Jawatan	Saham Modal Dipegang

ii. Ahli-ahli Pengurusan

Nama	Jawatan	Kelulusan Akademik/Iktisas

## BORANG C- DATA-DATA KEWANGAN

A. **Ringkasan Harta dan Liabiliti** seperti yang ditunjukkan dalam Lembaran Imbangan (Balance Sheet)\* yang diaudit bagi tahun kewangan terakhir.

Asset* (A)	Liabiliti* (B)	Nilai Kewangan (Worth) (A-B)
Semasa:RM..... Tetap:RM..... Jumlah:RM.....	Semasa:RM..... Tetap:RM..... Jumlah:RM:.....	Modal Pusingan:RM..... Modal Tetap:RM ..... 'Nett Worth':RM.....

B. **Akaun Wang ditangan (Cash in Hand)\*\***

1. Nama dan Alamat Bank di mana akaun dibuka:

.....  
 .....

2. Nombor Akaun: .....

C **Kemudahan Kredit (jika ada)+**

1. Nama dan Alamat Bank/Institusi Kewangan yang memberi Kemudahan Kredit:

.....  
 .....

2. Bentuk dan baki amaun yang boleh digunakan untuk projek pembinaan.

- |      |   |      |
|------|---|------|
| i.   | Overdraf atau Talian Kredit                               | :RM  |
| ii.  | Overdraf bercagar   | :RM  |
| iii. | Pinjaman Tetap yang akan/layak<br>Diperolehi untuk projek | : RM |
| iv.  | .....   | :RM  |
|      | <b>JUMLAH</b>   | :RM  |

**Peringatan penting**

\* Sila sertakan Salinan Akaun Syarikat dua (2) tahun kewangan terakhir, yang disahkan dan diaudit oleh Juruaudit bertauliah (Certified Accountant) atau sekiranya tiada bagi tahun kewangan setahun sebelumnya bagi menyokong data-data yang diberi. Sebutharga yang tidak disertakan dengan Akaun ini akan ditolak.

\*\* Sila sertakan salinan Penyata Bulanan Bank bagi tiga (3) bulan terakhir sebelum tarikh tutup Sebutharga. Sebutharga yang tidak disertakan dengan penyata ini akan ditolak.

+ Sila dapatkan dan sertakan Laporan Sulit daripada pihak Bank / Institusi Kewangan atas format seperti Borang CA dalam satu sampul berlakri.

**BORANG CA – LAPORAN BANK/INSTITUSI KEWANGAN MENGENAI KEDUDUKAN KEWANGAN PENYEBUTHARGA**

(Borang ini hendaklah dilengkapkan oleh pihak bank atau institusi kewangan lain dan diserahkan kepada pengebutharga dalam satu sampul berlakri untuk disertakan bersama-sama tendernya sekiranya pengebutharga mempunyai kemudahan kredit dengan Bank/Institusi Kewangan yang berkenaan)

Kepada: **Pengarah,  
Syarikat Air Negeri Sembilan Sdn Bhd,  
Tingkat 2, Bangunan PKNNS,  
Jalan S2 B2, Seremban 2,  
70300 Seremban, N.Sembilan.**

Nama Pengebutharga: .....

**Projek : CADANGAN KERJA PENGANTIAN PAIP PECAH BERSAIZ 200MM JENIS UPVC DI JALAN KARAK – KUALA PILAH, NEGERI SEMBILAN**

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

Bentuk Kemudahan Kredit	Baki dpd yang telah diluluskan	Tambahan minima yang akan diluluskan	Jumlah
i. Overdraf	RM	RM	RM
ii. Overdraf bercagar	RM	RM	RM
iii. Talian Kredit	RM	RM	RM
iv. Pinjaman tetap yang Akan/layak diperolehi Untuk projek	RM	RM	RM
v. ....	RM	RM	RM
Jumlah	RM	RM	RM

(\*Jika projek diawardkan kepada pengebutharga)

B **Ulasan-ulasan** mengenai kedudukan kewangan dan akaun pengebutharga:

Tandatangan untuk dan bagi pihak bank: .....

Nama Bank: ..... Nama Pegawai: .....

Materi Bank: ..... Jawatan: .....

Tarikh: .....

## BORANG D

**CONTRACTOR'S LIST OF TEN (10) WORKS COMPLETED  
(within the last five (5) years)**

Name of Projects	Government /Agencies/ Consultant In-charge of Project	Contract Price (RM)	Contract Period*	Actual Date of Completion**

- \* Including the approve Extension of Time.
- \*\* Please attach the copy of Certificate of Practical Completion or Letter of Acceptance

Signature &amp; Official Stamp of Tenderer

Date: \_\_\_\_\_

### 1) MANAGEMENT STAFF

NAME *	DESIGNATION	NATIONALITY	QUALIFICATION **

\*\* Tenderer to submit curriculum vitae (CV) of listed management staff.

Date

**BORANG E**

**CONTRACTOR'S MANAGEMENT AND SUPERVISORY STAFF (ON SITE)**

Tenderer shall enter hereunder a brief description of the key personnel whom the Tenderer proposed to employ part-time or full-time on site to execute the Works. The list shall not relieve him of the responsibility to provide adequate and competent supervisory staff necessary for the proper execution and timely completion of the Works.

No.	Name	Position/ Designation	Age	Nationality	Date of Employment	Qualification	Year of Experience

Notes:

- 1) Tenderer to attach copy of the Curriculum Vitae (CV) of the proposed supervisory staff (minimum supervisor and above)
- 2) Tenderer to attach copy proof of employment of the proposed staff, e.g. copy of EPF Form A for the latest 3 months of contribution, or appointment letter of contract staff.
- 3) Tenderer to attach Organization Chart comprising the listed above staff.

.....

Signature & Official Stamp of Tenderer

.....

Date

Item	Type of Plant (Including maker's name) (Registration No., Serial/Engine No.)	Size or Capacity	Whether New or Used and When Made and O/L *	Quantity
	<u>Basic Machinery and Equipment</u>  (Consultant to propose basic machinery and equipment suitable for the project)			

Date \_\_\_\_\_

**BORANG G**

**CONTRACTOR'S LIST OF WORKS IN PROGRESS**

Name of Project	Government/ Agencies/ Consultant In-charge of Projects	Contract Price (RM)	Contract Period **	Percentage Completed To- date (State Date)	Remarks by Officer Evaluating Quotation *

Notes :

- 1) \* Denotes tenderer are not required to complete this column, which shall be completed by Officer evaluating quotation.
- 2) \*\* Denotes including the approved Extension of Time. Copy of Letter of Award and Approved Extension of Time are required to be submitted.

.....

Signature & Official Stamp of Tenderer

.....

Date

**SURAT AKUAN PEMBIDA**

**Bagi**

**CADANGAN KERJA PENGGANTIAN PAIP PECAH BERSAIZ 200MM JENIS UPVC DI JALAN  
KARAK – KUALA PILAH, NEGERI SEMBILAN**

Saya, ..... nombor K.P. .... yang mewakili  
..... nombor Pendaftaran  
..... dengan ini mengisytiharkan bahawa  
saya atau mana-mana individu yang mewakili syarikat ini tidak akan menawar  
atau memberi rasuah kepada mana-mana individu dalam **SYARIKAT AIR NEGERI  
SEMBILAN SDN.BHD. (SAINS)** atau mana-mana individu lain, sebagai sogokan  
untuk dipilih dalam ~~tender~~/sebut harga\* seperti di atas. Bersama-sama 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 bersalah menawar atau memberi rasuah kepada mana-mana individu  
dalam **SAINS** atau mana-mana individu lain sebagai sogokan untuk dipilih dalam  
~~tender~~/sebut harga\* seperti di atas, maka saya sebagai wakil syarikat bersetuju  
tindakan-tindakan berikut diambil:

- 2.1 penarikan balik tawaran kontrak bagi ~~tender~~/sebut harga\* di atas;  
atau
- 2.2 penamatan kontrak bagi ~~tender~~/sebut harga\* di atas; dan
- 2.3 lain-lain tindakan tatatertib mengikut peraturan perolehan SAINS.

3. Sekiranya terdapat mana-mana individu cuba meminta rasuah daripada  
saya atau mana-mana individu yang berkaitan dengan syarikat ini sebagai  
sogokan untuk dipilih dalam ~~tender~~/sebut harga\* seperti di atas, maka saya  
berjanji akan dengan segera melaporkan perbuatan tersebut kepada pejabat  
Suruhanjaya Perkhidmatan Rasuah Malaysia (SPRM) atau balai polis yang  
berhampiran.

Yang Benar,

.....  
(Nama : ..... )  
(No. K/P : ..... )

Cop Syarikat :

**Catatan: \* Potong mana yang tidak berkaitan.**

**SURAT AKUAN PEMBIDA BERJAYA**

**Bagi**

**CADANGAN KERJA PENGGANTIAN PAIP PECAH BERSAIZ 200MM JENIS UPVC DI JALAN  
KARAK – KUALA PILAH, NEGERI SEMBILAN**

Saya, ..... nombor K.P. .... yang mewakili  
..... nombor Pendaftaran  
..... dengan ini mengisytiharkan bahawa  
saya atau mana-mana individu yang mewakili syarikat ini tidak akan menawar  
atau memberi rasuah kepada mana-mana individu dalam **SYARIKAT AIR NEGERI  
SEMBILAN SDN.BHD. (SAINS)** atau mana-mana individu lain, sebagai ganjaran  
untuk dipilih dalam ~~tender~~/sebut harga\* seperti di atas. Bersama-sama 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 bersalah menawar atau memberi rasuah kepada mana-mana individu  
dalam **SAINS** atau mana-mana individu lain sebagai sogokan untuk dipilih dalam  
~~tender~~/sebut harga\* seperti di atas, maka saya sebagai wakil syarikat bersetuju  
tindakan-tindakan berikut diambil:

- 2.1 penarikan balik tawaran kontrak bagi ~~tender~~/sebut harga\* di atas;  
atau
- 2.2 penamatan kontrak bagi ~~tender~~/sebut harga\* di atas; dan
- 2.3 lain-lain tindakan tatatertib mengikut peraturan perolehan SAINS.

3. Sekiranya terdapat mana-mana individu cuba meminta rasuah daripada  
saya atau mana-mana individu yang berkaitan dengan syarikat ini sebagai  
sogokan untuk dipilih dalam ~~tender~~/sebut harga\* seperti di atas, maka saya  
berjanji akan dengan segera melaporkan perbuatan tersebut kepada pejabat  
Suruhanjaya Perkhidmatan Rasuah Malaysia (SPRM) atau balai polis yang  
berhampiran.

Yang Benar,

.....

(Nama : ..... )  
(No. K/P : ..... )

Cop Syarikat :

**Catatan: \* Potong mana yang tidak berkaitan.**

**BORANG DEKLARASI PERLINDUNGAN DATA PERIBADI**

Sila lengkapkan dengan HURUF BESAR

Nama : \_\_\_\_\_

Nombor Kad Pengenalan : \_\_\_\_\_

Di bawah Akta Perlindungan Data Peribadi (PDPA) 2010, bagi tujuan mengumpul, memproses dan menyimpan data peribadi anda, persetujuan jelas perlu diperolehi dari anda sebelum sesuatu perkhidmatan dilaksanakan. Bagi tujuan memproses permohonan ini, data peribadi anda mungkin perlu didedahkan kepada beberapa pihak tertentu seperti yang dinyatakan di dalam Notis Perlindungan Data Peribadi Syarikat Air Negeri Sembilan Sdn Bhd (SAINS). Maklumat lanjut berkaitan Notis Perlindungan Data Peribadi SAINS boleh diperolehi melalui portal rasmi SAINS di <https://www.sainswater.com/>

**Deklarasi**

Dengan menandatangani borang ini, saya mengisytiharkan bahawa saya telah baca dan fahami serta bersetuju untuk tertakluk kepada Notis Perlindungan Data Peribadi SAINS dan saya menyatakan persetujuan dan memberi kuasa kepada SAINS :

Untuk meminta, memperolehi, mengumpul, memproses dan menyimpan kesemua maklumat data peribadi dalam borang ini bagi tujuan memproses permohonan ini dan semua tujuan-tujuan lain yang diperlukan berkaitan dengan mana-mana produk, perkhidmatan dan promosi yang ditawarkan oleh SAINS; dan

Untuk membenarkan SAINS menzahirkan data peribadi saya kepada pihak-pihak tertentu seperti yang dinyatakan di dalam Notis Perlindungan Data Peribadi SAINS apabila dikehendaki bagi tujuan yang dinyatakan di dalamnya.

Saya seterusnya mengesahkan bahawa kesemua data peribadi yang saya telah berikan adalah benar, terkini dan tepat. Saya juga faham bahawa saya boleh memohon untuk mendapatkan akses kepada data peribadi saya untuk tujuan mengemas kini atau membetulkan data tersebut. Sekiranya terdapat apa-apa perubahan pada mana-mana data peribadi saya, saya akan memaklumkan kepada SAINS dengan serta merta.

Tandatangan : \_\_\_\_\_

Tarikh : \_\_\_\_\_

---

# LAMPIRAN D

CADANGAN KERJA PENGGANTIAN PAIP PECAH BERSAIZ 200MM JENIS UPVC DI JALAN KARAK – KUALA PILAH, NEGERI SEMBILAN

RINGKASAN SEBUTHARGA

BIL. SEBUT HARGA: SAINS IP/SH: NO: 43/2022

BHG.	PERKARA	MUKA SURAT	JUMLAH (RM)
A	KERJA KERJA AWALAN & AM	1	
B	KERJA-KERJA PEMASANGAN PAIP	2	

Ringgit Malaysia :

(RM

)

Tempoh Penyiapan :

4

Bulan

.....  
(Tandatangan Penyebutharga)

Nama :

No. Kad Pengenalan :

Tarikh :

Cop Syarikat :

.....  
(Tandatangan Saksi)

Nama :

No. Kad Pengenalan :

Tarikh :

**CADANGAN KERJA PENGGANTIAN PAIP PECAH BERSAIZ 200MM JENIS UPVC DI JALAN KARAK-KUALA PILAH**

**BAHAGIAN A: KERJA KERJA AWALAN & AM**

ITEM	PERKARA	UNIT	KUANTITI	KADAR HARGA (RM)	JUMLAH (RM)
	<u>Insuran</u>				
A1	Menyediakan polisi insuran bagi kerja dan public Lialibily	L/S			
A2	Menyediakan polisi insuran workmens compensation / SOCSO	L/S			
	<u>Keselamatan</u>				
A3	Menyediakan papan tanda keselamatan lalulintas dan amaran sementara kepada pengguna jalanraya mengikut sebagaimana diarahkan oleh pegawai penguasa serta pemakaian ppe kepada semua pekerja ditapak.	L/S			
	<u>Dokumen</u>				
A4	Menyediakan laporan kemajuan kerja bergambar (sebelum, semasa dan selepas) beserta program kerja, pipe log dan as built drawing dan lain lain dokumen yang diperlukan.	Set	2		
JUMLAH DIBAWA KE RINGKASAN SEBUTHARGA					

**CADANGAN KERJA PENGANTIAN PAIP PECAH BERSAIZ 200MM JENIS UPVC DI JALAN KARAK-KUALA PILAH**

**BAHAGIAN B : KERJA - KERJA PEMASANGAN PAIP**

ITEM	PERKARA	UNIT	KUANTITI	KADAR HARGA (RM)	JUMLAH (RM)
<b>B</b>	<b>KERJA KERJA PEMASANGAN PAIP (Kuantiti sementara)</b>				
B1	Kerja-kerja menggali tanah dan membuat parit dengan kedalaman tidak lebih 1.5m dalam bagi paip bersaiz 200mm. Serta kerja-kerja mengambus semula.	m	3,500		
B2	Kerja kerja membekal dan memasang paip jenis UPVC 200mm diameter PN 12 (kelas D) secara kaedah rubber ring (bell mouth) dan lain-lain kaedah kerja yang berkaitan.	m	3,500		
B3	kerja-kerja membekal dan memasang injap udara bersaiz 32mm dengan kedudukan 2m dari <i>crown pipe</i> termasuk sesambung yang berkaitan pada kawasan tinggi ( kawasan yang ditentukan oleh SAINS)	Bil	4		
B4	Kerja kerja penyambungan paip baru bersaiz 200mm UPVC kepada paip sedia ada bersaiz 200mm jenis Mild HDPE.  Nota :  Semua paip, pemasangan dan aksesori yang berkaitan perlu menggunakan bahan yang diluluskan oleh SPAN.	Bil	2		
JUMLAH DIBAWA KE RINGKASAN SEBUTHARGA					

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# LAMPIRAN E

## DAYWORKS SCHEDULE

### PREAMBLES

#### Schedule of Dayworks:

In the event of any work in connection with the Works being required to be executed as Dayworks, it shall be paid for at rates stated herewith. They shall only be used as a basis for payment when normal rates are not applicable and must be ordered in writing by the S.O.

#### Rates:

~~The daywork rates inserted shall be all-in-rates and shall include wages contributions to Employees Provident Fund (EPF), bonuses, expenses, travelling expenses and subsistence, use of ordinary plant and tools and their maintenances, scaffolding, fencing, water, power, fuel, watching, lighting, supervision, overall establishment charges, all insurances and allowances and Contractor's profit.~~

Only time on work actually done shall be allowed. A day is considered to be working day of 8 hours. Fractions of a day will be paid for pro-rata.

The time of gangers working with their gangs is to be paid for by the appropriate items, but the time of foreman (or leading hands and charge hands) and working gangers is not to be included.

Claims for payment must be accompanied by time sheets and materials and goods vouchers endorsed by the S.O. Such endorsement shall not bind the S.O. to value the work as Daywork. If required, Contractor shall also produce his receipted bills, invoices, wages book and any other evidence in support of his claims.

Where special mechanical plant (not stated in the list) is required for use on Daywork, the cost to be paid to the Contractor shall be subjected to agreement by the S.O.

As provided by Clause 25.2 of the Conditions of Contract, 15% shall be added to the rates herein stated. Materials supplied by the S.O. for use in Daywork shall not be subjected to the 15% addition.

Rates for power driven tools are not included in the labour rates, but charges for hand tools shall be deemed to be included.

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Signature and Official Stamp of Tenderer

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Date

### DAYWORKS SCHEDULE

Tenderers shall complete this schedule by entering a rate against each item.

Item No.	Description	Unit	Rate (RM)
1.	<b><u>LABOUR</u></b>		
1.1	General labourer	Manday	
1.2	Truck/lorry driver	Manday	
1.3	Plant operator or driver	Manday	
1.4	Ganger (or charge hand)	Manday	
1.5	Bricklayer	Manday	
1.6	Carpenter	Manday	
1.7	Concretor/mason	Manday	
1.8	Drainlayer (or jointer)	Manday	
1.9	Fitter	Manday	
1.10	Pneumatic driller	Manday	
1.11	Metal worker	Manday	
1.12	Painter	Manday	
1.13	Pipelaye (or jointer)	Manday	
1.14	Plasterer	Manday	
1.15	Steel fixer (or bar bender)	Manday	
1.16	Welder	Manday	
1.17	Semi-skilled labourer	Manday	
1.18	Electrical Foreman	Manday	
1.19	Electrician	Manday	
1.20	Electrician's Assistant	Manday	

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### DAYWORKS SCHEDULE

Item No.	Description	Unit	Rate (RM)
2.	<u>Materials</u>		
2.1	Bricks	No.	
2.2	Crushed stone for roads	cu.m	
2.3	Cement, ordinary Portland	50 kg	
2.4	Cement, high alumina	50 kg	
2.5	Sand for pipe surround	cu.m	
2.6	Bitumen	kg	
	<b>Coarse Graded Aggregate for Concrete</b>		
2.7	38 mm	cu.m	
2.8	19 mm	cu.m	
2.9	Fine graded aggregate for concrete	cu.m	
2.10	Class X material	cu.m	
2.11	Class Y material	cu.m	
2.12	Rip-rap material	cu.m	
2.13	Class P material	cu.m	
2.14	MS reinforcing bars, straight and cut to length	tonne	
2.15	High tensile reinforcement bars, straight and cut length	tonne	
2.16	Timber (soft wood)	cu.m	
2.17	Timber (hard wood)	cu.m	

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### DAYWORKS SCHEDULE

Item No.	Description	Unit	Rate (RM)
	<b>Welding Rod (electrode)</b>		
2.18	6 gauge	kg	
2.19	8 gauge	kg	
3.	<b><u>PLANT</u></b>		
	Compressor, portable, with breakers, rock drills, spades air lines, lubricators and steels:		
3.1	3 cu.m/min and upto and including 9 cu.m/min	Hour	
3.2	Over 6 cu.m/min and upto and including 9 cu.m/min	Hour	
	<b>Cranes, Mobile</b>		
3.3	5 tonnes	Hour	
3.4	10 tonnes	Hour	
3.5	15 tonnes	Hour	
3.6	20 tonnes	Hour	
	<b>Dumper, Petrol or Diesel</b>		
3.7	Upto and including 2 cu.m	Hour	
3.8	Over 2 cu.m and including 5 cu.m	Hour	
	<b>Excavator for Shovels, Skimmers, Draglines or Back-acters</b>		
3.9	Upto and including 1 cu.m	Hour	
3.10	Over 1 cu.m and upto and including 2 cu.m	Hour	
3.11	Over 2 cu.m and upto and including 5 cu.m	Hour	

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### DAYWORKS SCHEDULE

Item No.	Description	Unit	Rate (RM)
	<b>Generating Set</b>		
3.12	Upto and including to kW	Hour	
3.13	Over 10 kW up to and including 60 kW	Hour	
3.14	Over 60 kW	Hour	
	<b>Lorry, Tipper</b>		
3.15	Upto and including 3 tonnes	Hour	
3.16	Over 3 tonnes upto and including 6 tonnes	Hour	
3.17	Over 6 tonnes upto and including 10 tonnes	Hour	
3.18	Over 10 tonnes upto and including 15 tonnes	Hour	
	<b>Mixer, Concrete</b>		
3.19	10/7	Hour	
3.20	14/10	Hour	
3.21	21/14	Hour	
	<b>Pump, Portable including Hoses, Strainer,etc</b>		
3.22	100 mm	Hour	
3.23	150 mm	Hour	
3.24	200 mm	Hour	
3.25	250 mm	Hour	
	<b>Rammer, Mechanical</b>		
3.26	Upto and including 5 tonnes static weight	Hour	
3.27	Over 5 tonnes upto including 10 tonnes static weight	Hour	

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Date

### DAYWORKS SCHEDULE

Item No.	Description	Unit	Rate (RM)
	<b>Tractors including Bull or Angle Dozer</b>		
3.28	Upto and including 37 kW (draw-bar)	Hour	
3.29	Over 37 kW upto and including 67 kW	Hour	
3.30	Over 67 kW upto and including 67 kW	Hour	
3.31	Over 100 kW	Hour	
	<b>Welding and Cutting Set</b>		
3.32	Oxy-acetylene	Hour	
3.33	Electric, 300 Amp	Hour	
	<b>Vibrator, Concrete Immersion Type</b>		
3.34	Light	Hour	
3.35	Heavy	Hour	
	The Tenderer shall state below the rates for use on Dayworks of other plant he expects to have available on site: a) b) c) d) e)		

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Signature and Official Stamp of Tenderer

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Date