



**KERAJAAN SERI PADUKA BAGINDA
MALAYSIA**

**SURAT PEKELILING PERBENDAHARAAN
BIL. 6 TAHUN 2000
(TAMBAHAN KEEMPAT KEPADA SPP BIL. 6 TAHUN 1996)**

Ketua-Ketua Setiausaha Kementerian;
Y.B. Setiausaha-Setiausaha Kerajaan Negeri;
Ketua-Ketua Jabatan Persekutuan;
Ketua-Ketua Badan Berkanun Persekutuan;
Pihak-Pihak Berkuasa Kerajaan Tempatan;
Ketua-Ketua Pegawai Eksekutif Syarikat Kerajaan.

**GARIS PANDUAN PENGURUSAN BARANGAN
IMPORT / EKSPORT KERAJAAN**

TUJUAN

1. Surat Pekeliling Perbendaharaan (SPP) ini adalah bertujuan memaklumkan semua Kementerian/Jabatan/Badan Berkanun (Agensi) dan Syarikat-syarikat Kerajaan tentang pelantikan sepuluh (10) syarikat sebagai *Multimodal Transport Operator* (MTO) Kerajaan bagi menguruskan penghantaran barangan import / eksport Kerajaan berkuat kuasa mulai 16 Ogos 2000 sehingga 15 Ogos 2002.

SENARAI SYARIKAT-SYARIKAT YANG DILANTIK

2. Senarai syarikat-syarikat yang dilantik adalah seperti berikut:
- (i) Kontena Nasional Bhd.
Lot 1644, Lebuhraya Raja Lumu,
Kawasan Perindustrian Pandamaran,
42000 Pelabuhan Klang,
Selangor.

Tel: 03- 31654203 Fax: 03-31654216/17
Kontrak No. PERB/PK/58/2000

- (ii) Malaysian Shipping Agencies Sdn. Bhd.
Wisma Pelikan,
Lot 3410 Mukim Petaling,
Batu 12 ½ , Jalan Puchong,
47100, Puchong,
Selangor.
Tel: 03- 80605000 Fax: 03-80605020/70/90
Kontrak No. PERB/PK/59/2000

- (iii) MISC Agencies Sdn. Bhd.
Lot 23, Lebuhr Sultan Muhamed 1,
Kawasan Perusahaan PKNS, Fasa 2,
Bandar Sultan Suleiman,
42000 Pelabuhan Klang,
Selangor.
Tel: 03- 31764188 Fax: 03-31767593
Kontrak No. PERB/PK/60/2000

- (iv) Gapima Sdn. Bhd.
Suite 1.01, No.1,
Jalan SS 15/5A,
47500 Subang Jaya,
Selangor.
Tel: 03- 7340354 Fax: 03-7340408
Kontrak No. PERB/PK/61/2000

- (v) Tanjongria Shipping & Forwarding Sdn. Bhd.
Lot No. 6.1, 6th. Floor,
Wisma Shen, Jalan Masjid India,
50100 Kuala Lumpur.
Tel: 03- 2949033 Fax: 03-2915075
Kontrak No. PERB/PK/62/2000

- (vi) Pelangi Shipping Sdn. Bhd.
No. 30, Jalan SS 19/5,
Subang Jaya,
47500 Petaling Jaya,
Selangor.
Tel: 03- 7350999 Fax: 03-7335043
Kontrak No. PERB/PK/63/2000

- (vii) Prima Logistics Sdn. Bhd.
No. 14, Lorong Keluli 1C,
Kawasan Perindustrian Bukit Raja,
4000 Shah Alam,
Selangor.
Tel: 03- 33435000 Fax: 03-33436000

Kontrak No. PERB/PK/64/2000

- (viii) Multimodal Freight Sdn. Bhd.
95, Jalan SS 15/4C,
47500 Subang Jaya,
Selangor.
Tel: 03- 7352860 Fax: 03-7352890

Kontrak No. PERB/PK/65/2000

- (ix) Shapadu Trans-System Sdn. Bhd.
Lot 10, Jalan Pelabur 23/1, Seksyen 23,
G.P.O. Box 7122,
4000 Shah Alam,
Selangor.
Tel:03-5428888 Fax:03-5424420

Kontrak No. PERB/PK/66/2000

- (x) S.A. Kargo Sdn. Bhd.
18, Jalan SP 4/2, Sek. 4,
Taman Subang Perdana,
40150 Shah Alam,
Selangor.
Tel: 03- 7471515 Fax: 03-7471302

Kontrak No. PERB/PK/74/2000

TEMPOH DAN SYARAT-SYARAT KONTRAK

3. Tempoh Kontrak adalah untuk dua (2) tahun berkuat kuasa mulai 16 Ogos 2000 sehingga 15 Ogos 2002.
4. Syarat-syarat dan terma-terma Kontrak adalah seperti di **Lampiran A**.

**PEMILIHAN SYARIKAT BAGI MENGENDALIKAN
BARANGAN IMPORT / EKSPORT KERAJAAN**

5. Pemilihan MTO bagi menguruskan penghantaran barangan import/eksport Kerajaan oleh Agensi dan Syarikat-syarikat Kerajaan hendaklah dibuat melalui proses sebut harga mengikut tatacara yang telah digariskan dalam **Surat Pekeliling Perbendaharaan (SPP) Bil. 6 Tahun 1996 dan Bil. 7 Tahun 1998**.

KUAT KUASA DAN PEMBATALAN

6. SPP ini berkuat kuasa mulai 16 Ogos 2000. Dengan terkeluarnya SPP ini, SPP/para kepada SPP berikut adalah dibatalkan:

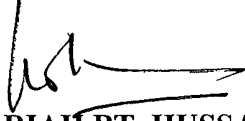
- (i) para 4.1 kepada SPP Bil. 6 Tahun 1996;

- (ii) para 2.1 kepada SPP Bil. 7 Tahun 1998 (Tambahan Pertama SPP Bil. 6 Tahun 1996);
- (iii) SPP Bil. 10 Tahun 1998 (Tambahan Kedua SPP Bil. 6 Tahun 1996);
dan
- (iv) SPP Bil. 3 Tahun 2000 (Tambahan Ketiga SPP Bil. 6 Tahun 1996).

Sekian, terima kasih.

'BERKHIDMAT UNTUK NEGARA'

Saya yang menurut perintah,



(KAMARIAH BT. HUSSAIN)

Bahagian Pengurusan Perolehan Kerajaan,
b.p. Ketua Setiausaha Perbendaharaan,
Kementerian Kewangan Malaysia.

26 Ogos 2000

s.k.

Akauntan Negara Malaysia;
Ketua Audit Negara Malaysia;
Semua Yang Berhormat Pegawai Kewangan Negeri; dan
Semua Ketua Bahagian Perbendaharaan Malaysia.

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LAMPIRAN A

CONTRACT NO. PERB/PK/ /2000

CONTRACT

BETWEEN

GOVERNMENT OF MALAYSIA

AND

.....

AS

THE GOVERNMENT'S MULTIMODAL TRANSPORT OPERATOR

AND FOR

THE PROVISION OF SERVICES RELATING THERETO

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- SCHEDULE NO.1 - SURAT SETUJUTERIMA**
- SCHEDULE NO.2 - PARTICULARS OF THE MULTIMODAL TRANSPORT DOCUMENT**
- SCHEDULE NO.3 - CLASSIFICATION SOCIETY**
- SCHEDULE NO.4 - FORM OF BANK GUARANTEE FOR PERFORMANCE BOND**
- SCHEDULE NO.5 - ARAHAN PERKAPALAN (SHIPPING INSTRUCTION)**

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THIS CONTRACT is made this day of between the **GOVERNMENT OF MALAYSIA**, hereinafter referred to as the "**GOVERNMENT**", of the one part and, a company incorporated under the laws of Malaysia and whose registered office is at hereinafter referred to as the "**COMPANY**", of the other part, both also to be hereinafter referred to individually as "**PARTY**" and collectively as **PARTIES**,

WHEREAS the **GOVERNMENT** is desirous of appointing the **COMPANY** as the **GOVERNMENT's** multimodal transport operators to carry out the responsibility for the transportation of goods from point of receipt in one country to point of destination in another country, hereinafter referred to as the "**SERVICE**", and to render such other services as the **GOVERNMENT** may, from time to time, require.

AND WHEREAS the **COMPANY** has agreed to be appointed as the **GOVERNMENT's** multimodal transport operators and the **COMPANY** has agreed to such appointment and to carry out the **SERVICE** and render such other services as may be required by the **GOVERNMENT** upon the terms and subject to the conditions hereinafter appearing.

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NOW THEREFORE it is hereby agreed as follows:

CLAUSE 1

DEFINITION AND INTERPRETATION

1.1 Definition

1.1.1 For the purpose of this Contract, unless the context otherwise requires, the expressions appearing hereunder shall have the meanings respectively assigned to them as follows:

“carrier”	means the person who performs or undertakes to perform the carriage or part thereof as specified in Clause 13 whether or not such person is identical with the COMPANY ;
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“Classification Society”	means the organization as specified in Schedule No. 3;
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“clean receipt”	means the receipt given by the COMPANY receiving goods into its care or possession which bears no statement or notation, thus indicating that the goods were received in apparent good order and condition;
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“ COMPANY ”	means and shall include its heir, administrator, assign, successor and duly appointed representative;
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“contractor”	includes the manufacturer or supplier who has concluded an agreement with the GOVERNMENT ENTITY to supply the goods;
“effective date of the Contract”	means the date of signing of the Contract as provided in Clause 44;
“general average”	means a contribution by the several interests engaged in a maritime venture to make good the loss of one of them for the voluntary sacrifice of a part of the ship or cargo to save the residue of the property and the lives of those on board, or for extraordinary expenses necessarily incurred for the common benefit and safety of all;
“ GOVERNMENT ”	means the Government of Malaysia, and shall also include to mean the Secretary General, Ministry of Finance, Malaysia, or its duly authorised representative;

“GOVERNMENT
ENTITY”

includes the Ministry, Department, statutory body and local authority of the Federal or State Government and shall also include to mean the corporation and any other body wherein the Federal or State Government holds an equity;

“**GOVERNMENT’S**
multimodal transport
operator

means the companies appointed by the GOVERNMENT as the GOVERNMENT’S multimodal transport operators as notified by the **GOVERNMENT** from time to time;

“Letter of
Acceptance”

means a letter which is to certify-

- (a) the acceptance by the GOVERNMENT ENTITY of a tender for the SERVICE based on tender documents; and/or
- (b) acceptance of the terms and conditions which have been negotiated pursuant to a Letter of Intent; or

(c) acceptance of the terms and conditions which have been agreed to pursuant to a negotiation,

in the form of a “Surat Setujuterima” as per Schedule No. 1;

“Letter of Intent”

means a letter issued by the GOVERNMENT ENTITY indicating the intent of such GOVERNMENT ENTITY to accept the offer made by the **COMPANY** subject to the terms and conditions specified by the GOVERNMENT ENTITY. Such letter does not create an obligation on the part of the GOVERNMENT ENTITY to conclude an agreement with the **COMPANY**;

“multimodal transport”

means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from the point at which the goods are taken in charge by the multimodal transport operator to a place designated for final delivery;

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“multimodal transport contract”	means a single contract whereby a multimodal transport operator undertakes to perform or procure the performance of multimodal transport;
“multimodal transport document”	means a document evidencing a multimodal transport contract and which contains the particulars as specified in Schedule No. 2;
“multimodal transport operator”	means the COMPANY who on its own behalf or through another party acting on its behalf concludes a multimodal transport contract and who acts as a principal, not as an agent or on behalf of the consignor or of the carriers participating in the multimodal transport operation, and who assumes responsibility for the performance of the contract;
“person”	includes a body of persons, corporate or unincorporate;
“Shipping Instruction”	means a document containing the instruction of the GOVERNMENT ENTITY

to the **COMPANY** relating to the performance of the SERVICE in the form as prescribed in Schedule No. 5.

1.1.2 Interpretation

- (a) Words of any gender shall include all genders.
- (b) Words importing the singular shall include the plural and vice versa wherever the context so admits.
- (c) Upon the expiration, termination, suspension or liquidation of the Contract pursuant to any provisions thereof, the validity of the Letter of Acceptance and any Shipping Instruction issued under such Letter of Acceptance shall also cease, unless otherwise specified in this Contract.
- (d) Reference to “the/this Contract” shall be construed as a reference to such Contract as it may be amended, modified or supplemented, from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms.
- (e) Whenever the Contract refers to a number of days, such days shall refer to calendar days.

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- (f) The headings are for ease of reference only and shall not affect the interpretation and/or construction of this Contract.

CLAUSE 2 SCOPE OF CONTRACT

- 2.1 The **COMPANY** shall carry out and complete the supply and performance of the SERVICE and other services stipulated herein in accordance with the provisions of this Contract in every respect and to the direction and satisfaction of the **GOVERNMENT** and/or GOVERNMENT ENTITY.
- 2.2 The **COMPANY** shall perform the SERVICE and its other obligations under this Contract with the diligence, care and expertise expected of professionals experienced in providing services similar to the SERVICE.

CLAUSE 3 PROVISION OF SERVICE

- 3.1 The **COMPANY** shall provide the SERVICE upon being awarded a Letter of Acceptance from the GOVERNMENT ENTITY.
- 3.2 The **COMPANY** shall commence the provision of the SERVICE on a date to be specified in such Letter of Acceptance.

CLAUSE 4 DURATION OF CONTRACT

The Contract shall be for a period of twenty four (24) months from the effective date of the Contract.

CLAUSE 5

RENEWAL OF CONTRACT

- 5.1 Upon expiry of the Contract, the **GOVERNMENT** may conclude a new contract with the **COMPANY** subject to the same terms and conditions of this Contract or such other terms and conditions as may be mutually agreed by the **PARTIES**.
- 5.2 In the event the Contract is not renewed and where a Shipping Instruction has been issued by the GOVERNMENT ENTITY to the **COMPANY** prior to the expiration of the Contract and the **COMPANY** has commenced the provision of the SERVICE in accordance with such Shipping Instruction, the **COMPANY** shall continue to carry out the SERVICE until its completion subject to the provisions of the Contract which are deemed to be in full force and effect for that purpose.

CLAUSE 6

UNDERTAKING

The **COMPANY** undertakes that –

- (a) it shall, at all times, be registered with the Ministry of Finance, Malaysia;
- (b) it shall promptly obtain and maintain in full force and effect any relevant authorisation or registration which may become necessary to obtain to enable it to perform any of the SERVICE

contemplated in, or comply with any of the provisions of, this Contract;

- (c) it shall comply with any laws, rules or regulations of any organisation on Multimodal Transportation;
- (d) it shall not engage in any unethical business practices in order to secure the award of the Letter of Acceptance or in its conduct or performance of the SERVICE;
- (e) it shall, within twenty four (24) months from the effective date of the Contract, execute the following:
 - (i) the **COMPANY** shall maintain its paid-up capital of at least Ringgit One Million (RM 1,000,000.00);
 - (ii) the **COMPANY** shall establish not less than three offices overseas to supply and carry out the SERVICE. For the purpose of this Clause the term “office” shall mean a branch of the **COMPANY** or a joint-venture company in which the **COMPANY** holds an equity of fifty one percent (51%).
 - (iii) the **COMPANY** shall restructure its organisation in order to establish a specific Department or Division which shall be responsible to carry out the SERVICE; and

- (iv) the **COMPANY** shall provide its personnel with the necessary training relating to the SERVICE to further enhance the professionalism of such personnel.

CLAUSE 7 WARRANTY

The **COMPANY** warrants that the SERVICE to be provided to the GOVERNMENT ENTITY pursuant to this Contract and the performance of all its obligations herein shall be of the highest standard and quality.

CLAUSE 8 DESCRIPTION OF SERVICE

8.1 The SERVICE to be provided by the **COMPANY** shall include, among other things, the following:

- (a) to transport and deliver goods from point of receipt in one country to point of destination in another country in accordance with the specification or instruction of the GOVERNMENT ENTITY;
- (b) to transport and deliver goods by means of air, sea or inland transportation;
- (c) to ensure that the carriage of goods involves at least two modes of transport;

- (d) to ensure that goods transported by sea or air shall not be subjected to transshipment without the prior written consent of the GOVERNMENT ENTITY;
- (e) to ensure that goods shall be placed at the actual location or site as instructed or determined by the person receiving such goods upon arrival at the final destination;
- (f) to issue to the GOVERNMENT ENTITY a document known as the multimodal transport document;
- (g) to ensure that only vessels which have been classed by any recognised Classification Society are utilised;
- (h) to ensure that under no circumstances shall a clean receipt on delivery of the goods be issued in the event such goods are damaged, incomplete or improperly packed;
- (i) to ensure that only third party who is registered with the Ministry of Finance, Malaysia shall be engaged by the **COMPANY** to carry out the activities relating to the SERVICE in Malaysia;
- (j) to be responsible for the acts and omissions of its agents and servants and of any other person of whose services it makes use for the performance of the carriage, when such agents,

servants or other persons are acting within the scope of their employment, as if such acts or omissions were its own; and

- (k) to carry out all necessary actions to ensure that goods are delivered to the final destination in accordance with the delivery schedule.

8.2 Notwithstanding any provisions of this Contract, the **COMPANY** shall be allowed to carry out the SERVICE in which the carriage of goods involves only one mode of transport, unless directed otherwise by the **GOVERNMENT**.

CLAUSE 9

DESCRIPTION OF PERSONNEL

The **COMPANY** shall provide qualified, competent, skilled and experienced personnel to carry out the SERVICE. In the event that any of the personnel is found by the GOVERNMENT ENTITY to be incompetent or inefficient in discharging his duties during the performance of the SERVICE, the **COMPANY** shall, upon the request by the GOVERNMENT ENTITY, provide a person of equivalent or higher qualification, competence, skill and experience to carry out the SERVICE.

CLAUSE 10

PERFORMANCE BOND

- 10.1 The **COMPANY** shall furnish the **GOVERNMENT**, within fourteen (14) days from the effective date of the Contract, a Performance Bond in the form of a Bank Guarantee issued by a bank licensed and operating in Malaysia for a minimum sum of Ringgit only (RM). The Bank Guarantee shall be as per Schedule No. 4 and it shall be kept valid from the date of issue up to twelve (12) months after the expiry date of the Contract. In the event of termination of this Contract, such Bank Guarantee shall be kept valid not later than twelve (12) months after the date of notification of such termination.
- 10.2 Apart from any other remedy available to the **GOVERNMENT** and/or GOVERNMENT ENTITY under this Contract, the **COMPANY** shall allow for the amount secured therein to be paid to the **GOVERNMENT** and/or GOVERNMENT ENTITY for breach of any of the provisions of this Contract and the Contract No.PERB/PK/...../..... by the **COMPANY**.
- 10.3 Notwithstanding Clause 10.1, the **COMPANY** shall, upon request by the **GOVERNMENT**, furnish an amount, in addition to the amount specified in Clause 10.1, which shall be equivalent to not more than ten percent(10%) of the value of the SERVICE provided at any time.
- 10.4 The **COMPANY** shall ensure that the value of the Performance Bond shall be maintained at the amount specified in Clause 10.1 at all times plus such additional amount referred to in Clause 10.3 throughout its validity period.

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CLAUSE 11

TERMS OF PAYMENT

- 11.1 The GOVERNMENT ENTITY shall pay the **COMPANY** all charges relating to the provision of the SERVICE within thirty (30) days from the date of presentation of the multimodal transport document by the **COMPANY**.
- 11.2 The GOVERNMENT ENTITY may, in addition to the presentation of the multimodal transport document, request the **COMPANY** to present other duly certified supporting documents, which include, a copy of the invoice, bill of lading or air waybill.
- 11.3 Any payment to be made by the GOVERNMENT ENTITY to the **COMPANY** for the provision of the SERVICE shall be in Ringgit .

CLAUSE 12

SHIPPING INSTRUCTION

- 12.1 The GOVERNMENT ENTITY shall provide the **COMPANY** a copy of the Shipping Instruction thirty (30) days before the anticipated date of the shipment of the goods.
- 12.2 The **COMPANY** shall forthwith confirm the details in the Shipping Instruction with the contractor supplying the goods to the GOVERNMENT ENTITY in order to ensure that the details are correct and may be implemented accordingly and within the time period as scheduled.

CLAUSE 13

CARRIER

13.1 The **COMPANY** shall ensure that the transportation of all goods shall be carried out by carrier which fulfilled the requirement as set out below.

13.2 Sea

13.2.1 The carrier to be utilised by the **COMPANY** in the order of priority is as follows:

13.2.1.1 the carrier is a shipping company incorporated in Malaysia and is a Bumiputra shipping company registered with the Ministry of Finance, Malaysia, whose vessel is-

(a) owned by a citizen of Malaysia or company incorporated in Malaysia; and/or

(b) registered in Malaysia;

13.2.1.2 the carrier referred to in Clause 13.2.1.1 which operate through a joint service with any third party provided that the bill of lading is issued by such carrier;

13.2.1.3 the carrier referred to in Clause 13.2.1.1 which charters a vessel;

13.2.1.4 the carrier is a shipping company incorporated in Malaysia whose vessel is –

(a) owned by a citizen of Malaysia or company incorporated in Malaysia; and/or

(b) registered in Malaysia; or

13.2.1.5 the carrier is a foreign shipping company provided that the carrier referred to in Clauses 13.2.1.1, 13.2.1.2, 13.2.1.3 and 13.2.1.4 is not available.

13.3 Air

13.3.1 The carrier to be utilised by the **COMPANY** in the order of priority is as follows:

13.3.1.1 the carrier is an airline company incorporated in Malaysia;

13.3.1.2 the carrier referred to in Clause 13.3.1.1 which operate through a joint service with any third party provided that the air waybill is issued by such carrier; or

13.3.1.3 the carrier is a foreign airline company and member of the International Air Transport Association provided that the carrier referred to in Clauses 13.3.1.1 and 13.3.1.2 is not available.

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13.4 Notwithstanding Clauses 13.2 and 13.3, and subject to the written approval of the **GOVERNMENT**, the **COMPANY** may utilise itself as the carrier for the transportation of the goods.

13.5 Inland

13.5.1 The carrier to be utilised by the **COMPANY** for all inland transportation in Malaysia shall be the Bumiputra transport companies registered with the Ministry of Finance, Malaysia.

13.5.2 The transportation of goods by rail in Malaysia shall be carried out by Keretapi Tanah Melayu Berhad or any such carrier as may be specified by the **GOVERNMENT**.

13.6 In the event the **COMPANY** is not able to comply with any of the requirement under this Clause, the **COMPANY** shall obtain from the **GOVERNMENT** an exemption from such requirement in writing.

CLAUSE 14

INSURANCE

14.1 The **GOVERNMENT** shall carry its own insurance for the goods transported by the **COMPANY** for the GOVERNMENT ENTITY.

14.2 The **COMPANY** shall notify the **GOVERNMENT** and GOVERNMENT ENTITY the estimated and actual quantity and value of each consignment and any other information as may be required by the **GOVERNMENT** and/or GOVERNMENT ENTITY in the following manner:

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- 14.2.1 if the shipment is by sea, the estimated value of the consignment shall be submitted five (5) days prior to the date of the departure of the vessel and the actual value of the consignment shall be submitted within fourteen (14) days before the date of the arrival of the vessel; and
- 14.2.2 if the shipment is by air, the estimated value of the consignment shall be submitted four (4) days prior to the date of the departure of the aircraft and the actual value of the consignment shall be submitted immediately upon the loading of the goods on board the aircraft through facsimile transmission, to enable the **GOVERNMENT** to arrange insurance coverage for such consignment and to enable the GOVERNMENT ENTITY to be kept informed of the status of such consignment.
- 14.3 The **COMPANY** shall immediately inform the **GOVERNMENT** and/or GOVERNMENT ENTITY in the event the goods are deemed lost as referred to in Clause 23.1.2 to enable the **GOVERNMENT** and/or GOVERNMENT ENTITY to initiate its claim on the insurance.
- 14.4 In the event the **COMPANY** fails to comply with Clause 14.2 and the consignment is lost, damaged or destroyed during shipment, the **COMPANY**

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shall indemnify the GOVERNMENT ENTITY the total value of the consignment plus ten percent (10%) of the value of such consignment.

CLAUSE 15

SURVEY

Upon request by the **GOVERNMENT** and/or GOVERNMENT ENTITY, the **COMPANY** shall appoint, on its own or together with a third party, a surveyor to carry out a survey of the goods and to produce a survey report relating thereto.

CLAUSE 16

REPORT OF SERVICE PROVIDED

16.1 Upon the effective date of the Contract, the **COMPANY** shall submit to the **GOVERNMENT** a report of the SERVICE provided to the GOVERNMENT ENTITY once every three (3) months which shall be submitted before the seventh day of the preceding month.

16.2 The report referred to in Clause 16.1 shall contain details relating to the SERVICE provided, which include, among other things, the following:

16.2.1 name of the GOVERNMENT ENTITY to whom the SERVICE is provided;

16.2.2 nature and volume of goods;

16.2.3 value of the freight, insurance and other service charges, if any;

16.2.4 mode of transportation and name of the carrier;

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- 16.2.5 country of origin from which the goods are transported; and
 - 16.2.6 any other information as may be required, from time to time, by the **GOVERNMENT**.
- 16.3 The **COMPANY** shall also provide special reports relating to the SERVICE as and when required by the **GOVERNMENT**.

CLAUSE 17 INABILITY TO PROVIDE SERVICE

- 17.1 The **COMPANY** hereby undertakes that, subject to the approval of the **GOVERNMENT**, in the event it is unable to provide the SERVICE upon receipt of notice from the contractor of the date the goods are ready to be shipped, hereafter referred to as “the shipment date”, it shall within thirty (30) days from the shipment date take remedial action as follows:
- 17.1.1 arrange with the other **GOVERNMENT**’s multimodal transport operator to carry out the SERVICE; or
 - 17.1.2 arrange with the contractor supplying the goods to carry out the SERVICE.
- 17.2 Notwithstanding Clause 17.1, if at any point of time the GOVERNMENT ENTITY is of the opinion that the **COMPANY** is unable to provide the SERVICE, the GOVERNMENT ENTITY shall have the right to instruct any third party to undertake the performance of such SERVICE.

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- 17.3 The GOVERNMENT ENTITY shall only be responsible to pay for the price of the SERVICE as agreed upon in the Letter of Acceptance. Any difference in such price and the price of the SERVICE arising from the arrangement in Clauses 17.1 and 17.2 shall be borne by the **COMPANY**.

CLAUSE 18 GENERAL AVERAGE

- 18.1 In the event a general average is declared, the **COMPANY** shall not be held liable in any respect provided that the **COMPANY** shall assist the **GOVERNMENT** or GOVERNMENT ENTITY, wherever necessary, on any matter relating thereto.
- 18.2 Notwithstanding the aforesaid, the **COMPANY** shall be held liable in the event it is acting as a carrier which shall be determined in accordance with the principles of general average.

CLAUSE 19 MEETING

The **COMPANY** shall attend the meeting as may be convened by the **GOVERNMENT** for the purpose of monitoring and reviewing the implementation of this Contract.

CLAUSE 20

INSPECTION OF OFFICE

- 20.1 The **COMPANY** shall allow free access to the representative of the **GOVERNMENT** into its offices located in and outside Malaysia for the purpose of inspection.
- 20.2 During the course of such inspection, the **COMPANY** shall render every assistance as may be required by the representative of the **GOVERNMENT**.
- 20.3 Any expenses relating to the conduct of the inspection by the representative of the **GOVERNMENT** under this Clause shall be borne by the **GOVERNMENT**.

CLAUSE 21

TECHNICAL ASSISTANCE

- 21.1 The **COMPANY** shall provide technical assistance as may be required by the **GOVERNMENT** and/or GOVERNMENT ENTITY, from time to time, which includes, among other things, the following:
- 21.1.1 to advice on any matter relating to the SERVICE;
- 21.1.2 to conduct familiarisation course relating to the provision of the SERVICE for the personnel of the **GOVERNMENT** and/or GOVERNMENT ENTITY; and

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21.1.3 to keep the **GOVERNMENT** and/or GOVERNMENT ENTITY informed of any up-to-date development in the industry of the SERVICE.

21.2 Any expenses relating to the provision of the technical assistance under this Clause shall be borne by the **COMPANY**.

CLAUSE 22 CLASSIFIED INFORMATION

The **COMPANY** shall not disclose any information supplied to it by the **GOVERNMENT** and/or GOVERNMENT ENTITY under, or pursuant to, this Contract, or discovered by it in the course of the provision of the SERVICE, to any third party except with the prior written consent of the **GOVERNMENT** and/or GOVERNMENT ENTITY.

CLAUSE 23 INDEMNIFICATION

23.1 Notwithstanding any other remedies available to the **GOVERNMENT** and/or GOVERNMENT ENTITY under this Contract, the **COMPANY** shall keep the **GOVERNMENT** and/or GOVERNMENT ENTITY indemnified in respect of loss or damage to, or action or claim against, the **GOVERNMENT** and/or GOVERNMENT ENTITY in the circumstances, which includes, among other things, the following:

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- 23.1.1 if the goods received by the GOVERNMENT ENTITY are damaged as a result of any willful act, negligence, omission or default of the **COMPANY** in the performance of the SERVICE.
- 23.1.2 if the goods received by the GOVERNMENT ENTITY are discovered to be incomplete before the final acceptance and such goods are not recovered by the **COMPANY** within fourteen (14) days from the date of such discovery and which thereafter such goods shall be deemed lost;
- 23.1.3 if any action is taken or claim is made by a third party as a result of any willful act, negligence, omission or default of the **COMPANY** in the performance of the SERVICE; or
- 23.1.4 if any action is taken or claim is made by any person in the employment of the **COMPANY** or any other person in respect of any injury, fatal or otherwise, or loss sustained by such person, or damage to property, including, the property of the **GOVERNMENT** and/or GOVERNMENT ENTITY as a result of the willful act, negligence, omission or default of the **COMPANY** or of any circumstances within its control.

23.2 The **COMPANY** shall indemnify the **GOVERNMENT** and/or GOVERNMENT ENTITY the total value of the loss or damage to, or action or claim against, the **GOVERNMENT** and/or GOVERNMENT ENTITY arising from the

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circumstances specified in Clause 23.1 plus ten percent (10%) of the value of such loss or damage to, or action or claim.

CLAUSE 24

LIQUIDATED DAMAGES

Time shall be deemed to be the essence of this Contract. If delay in the delivery and/or incompleteness of supply of the goods are due to the performance of the SERVICE and not due to an event of Force Majeure under Clause 26, the **COMPANY** shall pay liquidated damages proportionately at the rate of one percent (1%) of the value of such goods so delayed or incomplete for every fourteen (14) days delay.

CLAUSE 25

PROMPT CLEARANCE OF GOODS

- 25.1 The **COMPANY** shall take the necessary steps for the prompt clearance of the goods at the port of discharge in order to avoid delay and imposition of storage, demurrage or other port charges.
- 25.2 In the event there is delay in the clearance of such goods and storage, demurrage or other port charges are imposed, the **COMPANY** shall be liable for such charges unless it is proved, to the satisfaction of the **GOVERNMENT** or GOVERNMENT ENTITY, that the delay is not due to any willful act, negligence, omission or default of the **COMPANY**.

CLAUSE 26

FORCE MAJEURE

- 26.1 The **COMPANY** shall not be in breach of its obligations under this Contract if it is unable to perform such obligations as a result of the occurrence of an event of Force Majeure.
- 26.2 An event of Force Majeure shall mean an event not within the control of the **COMPANY** and has a direct effect on its obligations in the performance of this Contract, which it is unable to prevent, avoid or remove and shall include war whether declared or not, hostilities, invasion, armed conflict, act of foreign enemy, riot, insurrection, strikes, revolution or usurped power, act of terrorism, sabotage or criminal damage, natural disasters, including, earthquakes, lightning, volcanic eruptions, hurricanes, tempest, fires and floods.
- 26.3 Upon the occurrence of an event of Force Majeure, the **COMPANY** shall immediately notify the **GOVERNMENT** and/or GOVERNMENT ENTITY in writing, through facsimile transmission, of such occurrence. If the **COMPANY** is unable to perform the Contract or wishes to apply for an extension of time to perform the Contract, the **COMPANY** shall, as soon as possible, but not later than seventy two (72) hours from the occurrence of such event of Force Majeure, provide the **GOVERNMENT** and/or GOVERNMENT ENTITY with all necessary proof of the occurrence of the event of Force Majeure and its effect on the performance of the Contract. The **GOVERNMENT** and/or GOVERNMENT ENTITY shall be entitled to

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conduct investigation to determine whether the performance of the Contract is affected by a genuine event of Force Majeure. If it is determined that the performance of Contract was affected by a genuine event of Force Majeure, the **COMPANY** may be relieved from the performance of the Contract or the time to perform the Contract may be extended for a period equal to the period the Contract was actually affected, provided always that the period so extended shall not exceed thirty (30) days unless otherwise agreed by the **GOVERNMENT** and/or GOVERNMENT ENTITY.

26.4 It is the responsibility of the **COMPANY** to mitigate any effect on the performance of the Contract and endeavour to perform the Contract within the agreed time period at no additional expense to the **GOVERNMENT** and/or GOVERNMENT ENTITY.

26.5 The **COMPANY's** right to claim relief from its obligations or an extension of time under this Clause shall not be considered if it fails to notify the **GOVERNMENT** and/or GOVERNMENT ENTITY of the occurrence of any event of Force Majeure and to provide the necessary proof thereof as required under Clause 26.3 and such right shall be deemed to have been forfeited.

CLAUSE 27

SETTLEMENT OF DISPUTES

27.1 The **GOVERNMENT** and/or GOVERNMENT ENTITY and **COMPANY** shall take all measures to settle any dispute that may arise out of, or in connection

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with, this Contract by way of negotiation. Either the **GOVERNMENT** and/or GOVERNMENT ENTITY or **COMPANY** may request for such negotiation by written notice to the other which shall be held within thirty (30) days from the date of receipt of such notice.

27.2 In the event that the **GOVERNMENT** and/or GOVERNMENT ENTITY and **COMPANY** failed to resolve the dispute, either the **GOVERNMENT** and/or GOVERNMENT ENTITY or the **COMPANY** may refer such dispute to other mode of settlement of dispute including through the institution of proceedings in courts or by way of arbitration.

27.3 For the purpose of the arbitration the following shall apply:

27.3.1 the arbitration shall be carried out in accordance with the Arbitration Act 1952;

27.3.2 the arbitration panel shall consists of three (3) arbitrators, one arbitrator to be appointed by each of the **GOVERNMENT** and/or GOVERNMENT ENTITY and **COMPANY** and a presiding arbitrator to be jointly appointed by the two arbitrators; and

27.3.3 the decision of the arbitrators shall be final and binding on the **GOVERNMENT** and/or GOVERNMENT ENTITY and **COMPANY**.

CLAUSE 28

LIQUIDATION

If the **COMPANY** passes a resolution to wind up, other than for the purpose of amalgamation or reconstruction, or if a lawfully constituted court of competent jurisdiction shall make an order that the **COMPANY** be wound up, or if a receiver or a manager on behalf of a creditor shall be appointed to make a winding up order, the **COMPANY** undertakes to inform the **GOVERNMENT** and/or GOVERNMENT ENTITY as early as possible of the said circumstances and-

(a) where a Shipping Instruction has been issued by the GOVERNMENT ENTITY to the **COMPANY** prior to the happening of such circumstances and the **COMPANY** has commenced the provision of the SERVICE in accordance with such Shipping Instruction:-

(i) the **COMPANY** shall continue to carry out the SERVICE until its completion; or

(ii) in the event the **COMPANY** is unable to complete the SERVICE, the GOVERNMENT ENTITY shall have the right to appoint any third party to carry out such SERVICE and any difference in the price of the SERVICE as agreed upon in the Letter of Acceptance and the price of the SERVICE arising from the arrangement with the third party shall be borne by the **COMPANY**; or

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- (b) subject to paragraph (a), the **GOVERNMENT** shall have the right to terminate the Contract.

CLAUSE 29

SUSPENSION OF CONTRACT

- 29.1 The **GOVERNMENT** and/or GOVERNMENT ENTITY shall have the right to suspend this Contract if it is discovered that the **COMPANY** has failed to perform its obligations stipulated therein to the satisfaction of the **GOVERNMENT** and/or GOVERNMENT ENTITY. In such an event and subject to Clause 29.2, the **GOVERNMENT** and/or GOVERNMENT ENTITY shall have the right to appoint the other **GOVERNMENT's** multimodal transport operator to perform such SERVICE.
- 29.2 The suspension of this Contract under Clause 29.1 shall not affect the performance of the SERVICE by the **COMPANY** where a Shipping Instruction has been issued by the GOVERNMENT ENTITY to the **COMPANY** prior to the date of suspension of the Contract and the **COMPANY** has commenced the provision of the SERVICE in accordance with such Shipping Instruction. For this purpose the provisions of this Contract shall remain in full force and effect until the **COMPANY** has completed the performance of the SERVICE.
- 29.3 The GOVERNMENT ENTITY shall only be responsible to pay for the price of the SERVICE as agreed upon in the Letter of Acceptance and any difference

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in such price and the price of the SERVICE arising from the arrangement pursuant to Clause 29.1 shall be borne by the **COMPANY**.

29.4 The period of suspension of the Contract shall be as determined by the GOVERNMENT and/or GOVERNMENT ENTITY.

CLAUSE 30

TERMINATION OF CONTRACT

30.1 The **GOVERNMENT** shall, after giving fourteen (14) days written notice to the **COMPANY**, have the right to terminate this Contract if -

30.1.1 the **COMPANY** fails to perform or breach any provision of this Contract;

30.1.2 it is discovered that the **COMPANY** has engaged in any unethical business practices and/or illegal activities in relation to securing, obtaining or executing this Contract or the Letter of Acceptance; or

30.1.3 it is discovered that the **COMPANY** has contravened any rules or regulations of any organization on Multimodal Transportation and if remediable, continues unremedied for a period of thirty (30) days after becoming aware of such contravention.

30.2 The termination of this Contract under Clause 30.1 shall not affect the performance of the SERVICE by the **COMPANY** where the Shipping Instruction has been issued by the GOVERNMENT ENTITY to the

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COMPANY during the duration of this Contract and the **COMPANY** has commenced the provision of the SERVICE in accordance with such Shipping Instruction. For this purpose the provisions of the Contract shall remain in full force and until the **COMPANY** has completed the perform of the SERVICE.

30.3 In the event that this Contract is terminated, the **GOVERNMENT** shall be entitled to recover from the **COMPANY** the amount of any loss and damages resulting from such termination.

CLAUSE 31

SUB-CONTRACTING

The **COMPANY** shall not sub-contract the SERVICE except with the prior written consent of the **GOVERNMENT**.

CLAUSE 32

SET-OFF

If the GOVERNMENT ENTITY has any payment due from the **COMPANY**, then the GOVERNMENT ENTITY may deduct whatever money that is due to be paid to the **COMPANY** under this Contract. If the money due to be paid to the **COMPANY** is insufficient for the purpose of deduction, the GOVERNMENT ENTITY may claim the balance form the **COMPANY** and the **COMPANY** shall make the necessary payment within thirty (30) days from the date of receipt of such claim. In the event the **COMPANY** fails to make payment within the said period, the GOVERNMENT ENTITY shall

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have the right to claim the said amount from any other existing contract which has been entered into between the **GOVERNMENT** and **COMPANY**.

CLAUSE 33

NON-WAIVER

The failure of the **GOVERNMENT** and/or GOVERNMENT ENTITY or **COMPANY** to exercise or enforce any right, remedy or provision contained in this Contract at any time shall not constitute a waiver of such right, remedy or provision of this Contract.

CLAUSE 34

WAIVER

Any waiver of any rights of the **GOVERNMENT** and/or GOVERNMENT ENTITY under this Contract or any terms or conditions of this Contract shall not be valid unless it is made in writing and signed by the Secretary General, Ministry of Finance, Malaysia, or by any officer duly authorised by him, or the Secretary General of the relevant GOVERNMENT ENTITY or any officer duly authorised by him.

CLAUSE 35

ASSIGNMENT

Unless otherwise specified in this Contract, the **COMPANY** shall not be entitled to assign or transfer any of its rights or obligations under this Contract to a third party except with the prior written consent of the **GOVERNMENT**.

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CLAUSE 36

ADVERTISEMENT

No advertisement or statement in respect of this Contract shall be published by the **COMPANY** or with the **COMPANY's** authority in any newspaper, magazine or in any other form of media without the prior written consent of the **GOVERNMENT**.

CLAUSE 37

AMENDMENT OF CONTRACT

Any amendment to this Contract shall be made in the form of a written amendment, fully agreed and signed by the **PARTIES** hereto.

CLAUSE 38

SEVERABILITY

If any provision of this Contract is held to be illegal or invalid under any law 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 a 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.

CLAUSE 39

ADMINISTRATION OF CONTRACT

The Secretary General, Ministry of Finance, Malaysia or his authorised representative shall be the overall administrator of the Contract. The Secretary General of the relevant GOVERNMENT ENTITY or his authorised representative shall be the administrator of the performance of the SERVICE rendered to such GOVERNMENT ENTITY under this Contract.

CLAUSE 40

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the **GOVERNMENT** and **COMPANY** and supersedes and cancels all prior representations, negotiations, letters, acceptances, agreements and understandings, whether verbal or written, between the **GOVERNMENT** and **COMPANY**, with respect to or in connection with any matters or things to which this Contract applies or refers.

CLAUSE 41

CUSTODY OF CONTRACT

This Contract shall remain in the custody of the **GOVERNMENT** and copies shall be reproduced as and when required by the **COMPANY**. The **GOVERNMENT** shall furnish the **COMPANY** one (1) original of the signed Contract.

CONFIDENTIAL

CLAUSE 42

NOTICE

42.1 Any notice, request, requirement, approval, permission, consent or other communication required, authorised, permitted or contemplated to be given hereunder by the **COMPANY** to the **GOVERNMENT** shall be in writing signed by or on behalf of the **COMPANY** and shall be deemed to have been given if delivered by hand, to the **GOVERNMENT's** representative, or mailed by registered mail or sent by telex or facsimile transmission addressed to the **GOVERNMENT** at the following address:

**SECRETARY GENERAL
MINISTRY OF FINANCE,
KHAZANAH MALAYSIA,
JALAN DUTA,
50592 KUALA LUMPUR,
MALAYSIA.**

**(ATTENTION : GOVERNMENT
PROCUREMENT
MANAGEMENT DIVISION)**

TELEX NO. : FEDTRY MA 30242

FACSIMILE NO.: 03-2553096

42.2 Any notice, request, requirement, approval, permission, consent or other communication required, authorised, permitted or contemplated to be given hereunder by the **COMPANY** to the **GOVERNMENT ENTITY** shall be in writing signed by or on behalf of the **COMPANY** and shall be deemed to have been given if delivered by hand, to the **GOVERNMENT ENTITY's** representative or mailed by registered mail or sent by telex or facsimile transmission at the address as specified in the Letter of Acceptance.

CONFIDENTIAL

42.3 Any notice, request, requirement, approval, permission, consent or other communication required, authorised, permitted or contemplated to be given hereunder by the **GOVERNMENT** and/or GOVERNMENT ENTITY to the **COMPANY** shall be in writing signed by or on behalf of the **GOVERNMENT** and/or GOVERNMENT ENTITY and shall be deemed to have been given in delivered by hand, to the **COMPANY**, or sent by telex or facsimile transmission addressed to the **COMPANY** .

CLAUSE 43 APPLICATION OF LAWS

This Contract shall be governed by, and construed in accordance with, the laws of Malaysia. The **COMPANY** hereby irrevocably submits to the exclusive jurisdiction of the courts of Malaysia.

CLAUSE 44 EFFECTIVE DATE

The effective date of this Contract shall be on 16 August 2000.

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IN WITNESS WHEREOF the **PARTIES** hereto have caused this Contract to be executed in their names by their duly authorised representatives, the day and year first above written.

Signed for and on behalf of the)
GOVERNMENT OF MALAYSIA)
) GOVERNMENT PROCUREMENT,
) MANAGEMENT DIVISION,
) MINISTRY OF FINANCE,
) MALAYSIA

In the presence of)
)
) GOVERNMENT PROCUREMENT,
) MANAGEMENT DIVISION,
) MINISTRY OF FINANCE,
) MALAYSIA.

Signed for and on behalf of)
)
)

In the presence of)
)

11/07/00/mto
C.Unit PO

SURAT SETUJUTERIMA

Ruj. Kami:

Ruj. Tuan:

Tarikh:

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

Tuan,

Per:
.....

*1. (A) Merujuk tawaran tuan untuk Perkhidmatan tersebut di atas, Kerajaan Malaysia dengan ini memaklumkan persetujuannya menerima tawaran tuan.

*1. (B) Merujuk tawaran tuan untuk Perkhidmatan tersebut di atas dan rundingan yang telah diadakan di antara wakil-wakil Kerajaan dengan pihak tuan pada di

dimana telahpun dipersetujui dalam Lampiran bersama-sama terma-terma sebagaimana yang terkandung dalam Lampiran bersama-sama ini dianggap sebagai menjadi sebahagian dari terma-terma tawaran dan yang terma-terma tawarannya hendaklah, setakat memasukkan terma-terma yang terkandung dalam Lampiran itu, diubahsuaikan. Dengan ini Kerajaan Malaysia dengan sukacitanya bersetuju menerima tawaran tuan sebagaimana yang diubahsuaikan.

2. Dengan penerimaan tawaran tuan oleh Kerajaan, tuan adalah dengan ini tertakluk kepada terma dan syarat kontrak No. PERB/PK/* /2000 berkaitan dengan peruntukan perkhidmatan sebagai 'Multimodal Transport Operator' (MTO).

3. Tuan adalah diingatkan bahawa mengikut Syarat-syarat Tawaran tuan adalah dikehendaki menyempurnakan perkara berikut:-

*3.1

Apa-apa kegagalan di dalam mematuhi kehendak-kehendak perenggan 3 ini dalam tempoh masa yang dinyatakan, akan menyebabkan tindakan sewajarnya diambil oleh Kerajaan mengikut peruntukan kontrak No. PERB/PK/* /2000.

SULIT

*4. Tarikh permulaan perkhidmatan tuan sebagai 'MTO' adalah pada
.....

5. Surat ini dihantar kepada tuan dalam *dua/tiga salinan. Sila kembalikan
*Surat asal/dan salinan kedua setelah ditandatangani dan disaksikan dengan
sempurna. diruang yang berkenaan kepada pejabat ini dan satu salinan untuk
simpanan tuan.

Sekian.

“ BERKHIDMAT UNTUK NEGARA ”

.....
(Tandatangan Pegawai)

Nama Penuh :

Jawatan :

Surat Jawapan

Dengan ini yang bertandatangan di bawah ini mengakui penerimaan surat tersebut di atas, salinannya yang mana telahpun disimpan.

.....

Tandatangan

(b.p. Syarikat)

.....

Tandatangan Saksi

Nama Penuh :

Alamat :

.....

.....

Nama Penuh :

Alamat :

.....

.....

* Potong/Ubahsuai/Tambah dimana perlu.

PARTICULARS OF THE MULTIMODAL TRANSPORT DOCUMENT

1. Shipping instruction ref. no.
2. Contract No.
3. The general nature of the goods, the leading marks necessary for identification of the goods, an express statement, if applicable, as to the dangerous character of the goods, the number of packages or pieces, and the gross weight of the goods or their quantity otherwise expressed, all such particulars as furnished by the consignor.
4. The apparent condition of the goods.
5. The name and principal place of business of the multimodal transport operator.
6. The name of the consignor.
7. The consignee, if named by the consignor.

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8. The place and date of taking in charge of the goods by the multimodal transport operator.
9. The place of delivery of the goods.
10. The date or the period of delivery of the goods at the place of delivery, if expressly agreed upon between the parties.
11. The freight for each mode of transport, if expressly agreed between the parties, or the freight including its currency, to the extent payable by the consignee or other indication the freight is payable by him.
12. The intended journey route, modes of transport and places of transshipments, if known at the time of issuance of the multimodal transport document.
13. The place and date of issue of the multimodal transport document.
14. The signature of the multimodal transport operator or of a person having authority from him.
15. Any other particulars which the parties may agree to insert in the multimodal transport document.

13/4/1992

**INSTITUTE CLASSIFICATION CLAUSE THE MARINE TRANSIT RATES
AGREED FOR THIS INSURANCE APPLY ONLY TO CARGOES AND/OR
INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS
OF STEEL CONSTRUCTION, CLASSED AS BELOW BY ONE OF THE
FOLLOWING CLASSIFICATION SOCIETIES.**

Lloyd' Register	..	..	100A1 or B.S	}
American Bureau of Shipping	..	..	A1	}
Bureau Veritas	..	..	1 3/3 E	}
Germanischer Llyod	..	..	100 A4	}
Korean Register of Shipping	..	..	KRS 1	}class without
Nippon Kaiji Kyokai	..	..	NS*	} any
Norske Veritas	..	..	1A1	}modification
Registro Italiano	..	..	100a 1.1 Nav.L	}
Register of Shipping of the	..	..	KM	}
U.S.S.R				}
Polish Register of Shipping	..	..	*KM	}

PROVIDED SUCH VESSELS ARE

- (a) (i) not bulk and/or combination carriers over 10 years of age.

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- (ii) not mineral oil tankers exceeding 50,000 GRT which are over 11 years of age.
- (b)
 - (i) not over 15 years of age, OR
 - (ii) over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule do load and unload at specified ports.

CHARTERED VESSELS AND ALSO VESSELS UNDER 1000 G.R.T WHICH ARE MECHANICALLY SELF-PROPELLED AND OF STEEL CONSTRUCTION MUST BE CLASSED AS ABOVE AND NOT OVER THE AGE LIMITATIONS SPECIFIED ABOVE.

THE REQUIREMENT OF THE INSTITUTE CLASSIFICATION CLAUSE DO NOT APPLY TO ANY CRAFT, RAFT OR LIGHTER, USED TO LOAD OR UNLOAD THE VESSEL, WHILST THEY ARE WITHIN THE PORT AREA.

CARGOES AND/OR INTEREST CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS NOT FALLING WITHIN THE SCOPE OF THE ABOVE ARE HELD COVERED SUBJECT TO A PREMIUM AND ON CONDITIONS TO BE AGREED.

21/02/00/Schedule(3)/has
C.Unit PO

FORM OF BANK GUARANTEE FOR PERFORMANCE BOND

This Guarantee is made this day of.....

In consideration of the Government of Malaysia (hereinafter referred to as the "Government") allowing (hereinafter referred to as the the "Company") to perform the Service as the Government's multimodal transport operator (hereinafter referred to as the "Service") We, the undersigned (hereinafter referred to as the "Guarantor"), at the request of the Company, irrevocably undertake to guarantee the Government the due performance of the Contract in the manner hereinafter appearing.

NOW the Guarantor hereby undertakes as follows:

1. On the Government's first written demand, the Guarantor shall forthwith pay to the Government the amount specified in such demand notwithstanding any contestation or protest by the Company or Guarantor or by any other third party and without proof or conditions. Provided always that the total of all demands so made shall not exceed the sum of Ringgit (state the amount of

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bond in words) (RM) and the total amount recoverable against the Guarantor under this Agreement shall not exceed the said sum.

2. The Government reserve the right to make any partial demands if it shall so desire and the total of all such partial demands so made shall not exceed the sum of Ringgit
..... (state the amount of bond in words)
(RM) and the liability of the Guarantor to pay the Government the aforesaid shall correspondingly be reduced proportionate to any payment of partial demand having been made by the Guarantor.
3. The Guarantor shall not be discharged or released from this Guarantee by any agreement between the Company and the Government with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Company or by any forbearance, whether as to payment, time, performance or otherwise.
4. The Guarantee given by the Guarantor is a continuing guarantee. This Guarantee shall be irrevocable and shall initially remain in force and effect until (hereinafter referred to as the "Initial Expiry Date") being the end of a period of twelve (12) calendar months after either the expiry date of the Contract or the performance of the Service, whichever is the later. The Guarantor shall upon the request of the Government extend the Initial Expiry Date of this Guarantee for a further period of one(1) calendar

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year from the Initial Expiry Date (hereinafter referred to as the “Extended Expiry Date”) and the Guarantee shall be so extended. The maximum aggregate amount that the Government shall be entitled to under this Guarantee shall not exceed the said sum of Ringgit(state the amount of bond in words) (RM).

5. All whatsoever obligations and liabilities of the **Guarantor** under this Guarantee shall cease upon the determination of this Guarantee on the Initial Expiry Date or the Extended Expiry Date, as the case may be, saved to the extent that the **Government** shall previously have called upon the **Guarantor** in writing to pay specified moneys payable under the Contract then remaining outstanding.
6. All claims, if any, in respect of this Guarantee must be received by the bank during the validity period of this Guarantee or within four (4) weeks from the expiry date of this Guarantee, whichever is the later.

1/02/00/Schedule(4)/has
C.Unit PO

CONFIDENTIAL

Given under our hand and seal the day and year first above written.

Signed for and on behalf of the)
)
GUARANTOR) Name :
)
) Designation:
)
) Bank :

In the presence of) Name :
)
) Designation:
)
) Bank :

21/02/00/Schedule(4)/has
C.Unit PO

SULIT

Alamat MTO
(Address of MTO)

SCHEDULE NO.5 TO CONTRACT
NO. PERB/PK/* /2000

KERAJAAN MALAYSIA

ARAHAN PERKAPALAN
(SHIPPING INSTRUCTION)

1. NO. RUJUKAN ARAHAN PERKAPALAN:
(Shipping Instruction Ref. No.)
- TARIKH:
(Date)
2. NAMA DAN ALAMAT JABATAN:
(Name and address of Department)
3. NO. KONTRAK:
(Contract No.)
 - I. NILAI KONTRAK:
(Contract Value)
4. JADUAL PENGHANTARAN:
(Delivery Schedule)
5. NO. PESANAN TEMPATAN (sila sertakan salinan jika ada):
(Purchase Order No. – Please attach copy of P/O if any)
6. NAMA DAN ALAMAT PEMBEKAL TEMPATAN:
(Name and Address of Local Supplier)
 - I. PEGAWAI YANG BERTANGGUNGJAWAB:
(Person to Contact)
 - II. NO. TELEFON/FAKSIMILI:
(Telephone/Fax No.)

SULIT

7. NAMA DAN ALAMAT PEMBEKAL LUAR NEGERI:
(Name and Address of Overseas Supplier)
 - I. PEGAWAI YANG BERTANGGUNGJAWAB:
(Person to Contact)
 - II. NO. TELEFON/FAKSIMILI:
(Telephone/Fax No.)
8. KAEDAH PEMBELIAN:
*(Ex-Works/FCA/FOB)
9. PERIHAL/KUANTITI BARANGAN:
(Cargo Description/Quantity)
10. HARGA BARANGAN:
(Cargo Value)
11. HARGA TAMBANG:
(Freight Value)
12. NEGARA ASAL, BARANGAN DIBELI:
(Country of Origin)
13. PENGKALAN MEMUAT:
(Port of Loading)
14. PENGKALAN PUNGGAH:
(Port of Discharge)
15. DESTINASI TERAKHIR:
(Final Destination)
16. TARIKH DAN MASA BARANGAN DIPERLUKAN DI MALAYSIA:
(Date Cargo required to be in Malaysia)
17. ARAHAN KHAS:
(Special Instruction)

SULIT

18. TANDA PENGENALAN:
(Shipping Mark to appear on Package)

TANDATANGAN :

NAMA DAN JAWATAN :

TARIKH :

NO. TELEFON :

NO. FAKSIMILI :

- sk: 1) KETUA SETIAUSAHA PERBENDAHARAAN
2)
3)
4)
5)

* Potong atau tambah dimana perlu.

PANDUAN MENGISI BORANG ARAHAN PERKAPALAN

1. NO. RUJUKAN ARAHAN PERKAPALAN (RUJ. BIL FAIL JABATAN)
TARIKH ARAHAN PERKAPALAN DIKELUARKAN.
2. NAMA DAN ALAMAT JABATAN YANG MENGELUARKAN ARAHAN
PERKAPALAN.
3. NO. RUJUKAN KONTRAK YANG DIMETERAI ANTARA JABATAN
DAN PEMBEKAL.
 - NILAI KONTRAK YANG DIMETERAI ANTARA JABATAN DAN
PEMBEKAL.
4. JIKA MELEBIHI SATU TEMPAT PENGHANTARAN SILA GUNAKAN
LAMPIRAN.
5. NO. PESANAN TEMPATAN YANG DIKELUARKAN KEPADA PIHAK
PEMBEKAL. SILA SERTAKAN JIKA ADA.
6. NAMA DAN ALAMAT PEMBEKAL TEMPATAN YANG DIMETERAI
KONTRAK DENGAN JABATAN.
7. NAMA DAN ALAMAT PEMBEKAL LUAR NEGERI DI MANA
PESANAN DIBUAT OLEH JABATAN.
8. KAEDAH PEMBELIAN ATAU KONTRAK YANG DIMETERAI ANTARA
JABATAN DAN PEMBEKAL ATAU KAEDAH-KAEDAH LAIN YANG
MEMPUNYAI KAEDAH YANG SERUPA YANG DIPERSETUJUI.
9. KETERANGAN DAN KUANTITI BARANGAN YANG DIPESAN.
NYATAKAN JUGA SAMA ADA BARANGAN TERSEBUT BARANGAN
BAHAYA ATAU TIDAK SEBAGAIMANA DIKELASKAN DALAM
KELAS INTERNATIONAL MARITIME ORGANISATION (IMO).
10. HARGA BARANGAN YANG DIPESAN BERDASARKAN HARGA
BARANGAN IMPORT MENGIKUT KONTRAK YANG TELAH
DITANDATANGANI ANTARA AGENSI DENGAN KONTRAKTOR.

SULIT

11. HARGA TAMBANG IAITU HARGA YANG DIPERSETUJUI ANTARA AGENSI DENGAN MTO YANG DIPILIH UNTUK MENGURUSKAN PENGHANTARAN BARANGAN DI PARA 10.
12. NEGARA DI MANA BARANGAN DIBELI.
13. NYATAKAN PELABUHAN/LAPANGAN/DARAT AKAN PENGHANTARAN DIURUSKAN. (SILA RUJUK PADA MTO YANG TERLIBAT UNTUK KEPASTIAN). POTONG MANA YANG TIDAK BERKAITAN.
14. NYATAKAN PELABUHAN/LAPANGAN TERBANG/DARAT DI MANA BARANGAN AKAN DIPUNGGAH. POTONG MANA YANG TIDAK BERKAITAN.
15. NYATAKAN TEMPAT/ALAMAT TERAKHIR BARANGAN PERLU DIHANTAR OLEH MTO.
16. TARIKH DAN MASA BARANGAN PERLU BERADA DI MALAYSIA.
17. ARAHAN KHAS JABATAN KEPADA MTO MISALNYA JIKA MEMERLUKAN PENGAWASAN YANG RAPI KERANA BARANGAN ADALAH SENSITIF ATAU LAIN-LAIN ARAHAN KHAS YANG PATUT DIAMBIL PERHATIAN OLEH MTO.
18. TANDA PERKAPALAN DI LUAR BUNGKUSAN SEPERTI PENGGUNAAN LAMBANG JABATAN, ALAMAT DAN LAIN-LAIN BAGI MEMUDAHKAN BUNGKUSAN ITU UNTUK DIKENALPASTI SEBAGAI BUNGKUSAN SESUATU JABATAN BERKENAAN.
19. TANDATANGAN NAMA DAN JAWATAN PEGAWAI YANG BERTANGGUNGJAWAB MENGURUSKAN PEMBELIAN DI JABATAN DAN PEGAWAI INI BOLEH DIHUBUNGI OLEH MTO SEANDAINYA MEMERLUKAN MAKLUMAT LANJUT TENTANG PENGHANTARAN ATAU BERLAKU SEBARANG MASALAH.

SK: SELAIN DARI PERBENDAHARAAN, PIHAK-PIHAK LAIN YANG PATUT DIMAKLUMKAN ATAU MENGETAHUI YANG PENGHANTARAN SEDANG DIURUSKAN DENGAN MTO.

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