



KERAJAAN MALAYSIA

SURAT PEKELILING PERBENDAHARAAN

BIL. 14 TAHUN 1991

PERLAKSANAAN SYARAT PERUBAHAN HARGA DI DALAM KONTRAK KERJA

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Perbendaharaan Malaysia
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Tarikh: 15 Oktober 1991

Semua Ketua Setiausaha Kementerian,
Semua Ketua Jabatan Persekutuan,
Semua Yang Berhormat Setiausaha Kerajaan Negeri,
Semua Ketua Badan Berkanun,

Tuan,

SURAT PEKELILING PERBENDAHARAAN BILANGAN 14 TAHUN 1991
PERLAKSANAAN SYARAT PERUBAHAN HARGA DI DALAM KONTRAK KERJA

1. TUJUAN

1.1 Tujuan Surat Pekeliling Perbendaharaan ini ialah untuk menetapkan syarat-syarat perubahan harga di dalam kontrak-kontrak kerja.

2. CARA-CARA PERLAKSANAAN SYARAT PERUBAHAN HARGA

2.1 PERLAKSANAAN SYARAT PERUBAHAN HARGA UNTUK
KERJA-KERJA BINAAN BANGUNAN

2.1.1 Penerbitan Angkatunjuk Harga Bangunan

Perlaksanaan perubahan harga untuk kerja-kerja binaan bangunan adalah berasaskan kepada angkatunjuk harga bangunan yang diterbitkan oleh Jabatan Perangkaan. Jabatan Perangkaan akan menghantar Siaran Khas ini kepada semua Kementerian/Jabatan/Badan Berkanun dan pihak swasta yang memerlukan. Sebanyak lima belas (15) jenis bahan binaan telah digunakan bagi menyediakan angkatunjuk harga bangunan tersebut. Bahan binaan ini merupakan jumlah kesemua bahan utama yang digunakan di dalam pembinaan sesuatu bangunan seperti berikut:-

- i) Simen
- ii) Keluli Besi
- iii) Batu Baur
- iv) Kayu
- v) Bata
- vi) Gelas
- vii) Bahan-bahan Siling
- viii) Bahan bahan Bumbung
- ix) Pasir
- x) Cat
- xi) Ironmongery
- xii) Plumbing dan Piping
- xiii) Sanitary Fittings
- xiv) Metal Frames
- xv) Jubin Lantai dan Dinding

Bagi mendapatkan nisbah kenaikan harga yang tepat Jabatan Perangkaan akan menerbitkan angkatanunjuk-angkatanunjuk mengikut kawasan-kawasan tertentu di Semenanjung Malaysia, Sabah dan Sarawak.

Oleh kerana jumlah bahan binaan yang digunakan adalah berlainan antara satu jenis bangunan dengan bangunan yang lain, angkatanunjuk harga bangunan itu di- gubal dan dikeluarkan mengikut sesuatu kategori bangunan seperti berikut:-

- i) Bangunan konkrit tetulang satu tingkat.
- ii) Bangunan konkrit tetulang dua hingga empat tingkat berbumbung rata.
- iii) Bangunan konkrit tetulang dua hingga empat tingkat berbumbung curam.
- iv) Bangunan konkrit tetulang lima tingkat ke atas (untuk pejabat).
- v) Bangunan konkrit tetulang lima tingkat ke atas (untuk kediaman).
- vi) Bangunan Kayu.
- vii) Cerucuk Kayu
- viii) Cerucuk konkrit tetulang.

2.1.2 Kemasukan Syarat-Syarat Khas Ke Dalam Dokumen Tender;

Bagi tujuan untuk menentukan bahawa syarat ini dilaksanakan dengan sempurna dan memastikan semua Kementerian/Jabatan/Badan Berkanun menggunakan syarat syarat khas yang serupa di dalam kontrak mereka, maka syarat-syarat khas kontrak di Lampiran 'A' hendaklah digunakan.

Bagi menentukan yang kontrak-kontrak di bawah peraturan ini dilaksanakan dengan berkesan adalah penting bagi Kerajaan untuk memastikan bahawa penender tidak memanipulasikan harga-harga bagi mendapat keuntungan yang lebih daripada peruntukan perubahan harga ini. Oleh itu harga-harga bagi bahan binaan yang digunakan sebagai asas pengiraan tender-tender hendaklah merupakan harga yang realistik.

Bagi tujuan ini satu peruntukan baharu hendaklah dimasukkan di dalam dokumen tender dengan melampirkan borang seperti di Lampiran 'B' yang akan dipenuhi oleh penender. Semasa menimbangkan tender Kementerian/Jabatan/Badan Berkanun hendaklah meneliti harga-harga unit (unit cost) yang dikemukakan oleh penender.

2.1.3 Penentuan Kategori Bangunan Dalam Perlaksanaan Perubahan Harga

Bagi menentukan kategori bangunan, peraturan berikut hendaklah diikuti:-

- (a) Kategori bangunan hendaklah ditentukan semasa menyediakan dokumen tender dan dijadikan sebagai asas pengiraan bagi setiap bangunan yang terdapat di dalam tender.
- (b) Sediakan lampiran seperti yang terdapat di dalam Lampiran 'C' untuk menunjukkan contoh kategori bangunan yang telah ditetapkan. Lampiran tersebut hendaklah kemudiannya dijadikan sebagai sebahagian dari dokumen kontrak.

Bangunan-bangunan yang tidak dapat ditentukan kategorinya seperti masjid, 'hangers', gudang-gudang besar yang mungkin mempunyai timbangan bahan binaan yang tersendiri akan dikategorikan di bawah kategori yang berhampiran sekali dengannya berdasarkan timbangan atau 'weightage' bahan-bahan binaan yang digunakan.

2.1.4 Tempoh Kontrak Yang Diliputi Oleh Syarat Ini

Syarat perubahan harga ini adalah dikuatkuasakan di dalam tempoh masa kontrak yang ditetapkan termasuk sebarang lanjutan masa yang telah diluluskan oleh

Kementerian/Jabatan/Badan Berkanun yang berkenaan.

Bagi kerja-kerja yang dilaksanakan di luar tempoh kontrak yang dibenarkan, maka peruntukan di perenggan 3(b)(ii) kepada Lampiran 'A' hendaklah dipatuhi.

2.1.5 Kerja-Kerja Tidak Termasuk Di dalam Pengiraan Syarat-syarat Perubahan Harga

Nilai yang diambilkira dalam pengiraan perubahan harga adalah nilai kerja pembina (builder's work) sahaja tidak termasuk kerja-kerja berikut:-

- (a) Wang Kos Prima (Prime Cost Sum) sama ada dilaksanakan oleh kontraktor utama atau kontraktor yang dinamakan.
- (b) 'Profit' dan 'Attendance'.
- (c) Kerja-kerja pakar
- (d) Kerja-kerja membaiki, mengubahsuai dan meroboh bangunan.

Walau bagaimanapun bagi kerja-kerja ubahsuai yang melibatkan kerja sambungan yang menyerupai bangunan, lengkap dengan asas, dinding dan bumbung, dan jika jumlah nilainya merupakan sebahagian utama iaitu melebihi 50% daripada jumlah nilai kerja membaiki, kerja sambungan dan mengubahsuai sesebuah bangunan, maka semua kerja membaiki dan mengubahsuai termasuk kerja sambungan tersebut adalah tertakluk kepada syarat perubahan harga ini. Kategori bagi kerja-kerja seperti ini hendaklah mengikut kategori jenis bangunan sambungan yang berkenaan.

2.2 PERLAKSANAAN SYARAT PERUBAHAN HARGA UNTUK KERJA-KERJA KEJURUTERAAN AWAM

2.2.1 Penerbitan Senarai Harga Bahan Binaan/Petroleum Dikeluarkan Oleh Jabatan Perangkaan

Perlaksanaan perubahan harga untuk kerja-kerja kejuruteraan awam adalah ber-

asaskan kepada harga unit bahan binaan/petroleum yang diterbitkan oleh Jabatan Perangkaan. Jabatan Perangkaan akan menghantar Siaran Khas ini kepada semua Kementerian/Jabatan/Badan Berkanun dan pihak swasta yang memerlukannya.

Bahan binaan/petroleum yang diliputi oleh Syarat Perubahan Harga adalah seperti berikut:-

(a) Bahan Binaan

- i) Mild Steel Reinforcement Bars
- ii) High Tensile Reinforcement Bars.
- iii) Ordinary Portland Cement Approved for use in concrete on-site structural and non-structural works (seperti reinforced concrete mass concrete, rendering and paving dan sebagainya tetapi tidak termasuk 'precast concrete' yang diperbuat di luar kawasan tapak binaan).

(b) Bahan Petroleum

- i) Automotive Gas Oil (Diesoline)
- ii) Fuel Oil (Light and Medium)
- iii) Bitumen termasuk 80/100 Penetration Grade Bitumen dan ~~Cutback Bitumen~~.

2.2.2 Penetapan Kuantiti Yang Diliputi Oleh Syarat Ini

Sebelum tender dipelawa, Kementerian/Jabatan/Badan Berkanun hendaklah menetapkan kuantiti bahan binaan tersebut di atas yang akan digunakan untuk satu-satu projek itu. Walau bagaimanapun bagi bahan-bahan petroleum, pihak kontraktor dikehendaki mengemukakan anggaran kuantiti bahan-bahan petroleum berasaskan kepada jumlah loji-loji dan keperluan bagi melaksanakan projek bersama dengan tawarannya. Senarai ini hendaklah disediakan mengikut panduan di Lampiran 'D'. Kontraktor juga perlu memberi bukti untuk menyokong anggaran keperluan itu. Anggaran-anggaran kuantiti yang dikemukakan oleh kontraktor itu hendaklah disemak dan disahkan oleh Kementerian/Jabatan/

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Badan Berkanun sebelum menandatangani kontrak. Perkara ini hendaklah dimaklumkan kepada penender semasa pelawaan tender bahawa had maksimum bahan yang ditetapkan itu sahaja yang akan tertakluk kepada perubahan harga. Bagi apa-apa kuantiti lebihan, kenaikan yang terlibat adalah menjadi tanggungan kontraktor-kontraktor sendiri. Kegunaan bahan-bahan binaan/petroleum bagi lain-lain perkara yang tidak berkaitan dengan projek itu adalah tidak diliputi oleh syarat ini.

Sekiranya didapati skop kerja (Scope of Works) asal terpaksa diubah maka had maksimum kuantiti bahan-bahan binaan/petroleum yang ditetapkan pada masa kontrak ditandatangani boleh diubah mengikut kadar perubahan yang ditetapkan oleh Kementerian/Jabatan/Badan Berkanun.

2.2.3 Penetapan Harga Semasa Mempelawa Tender

Kementerian/Jabatan/Badan Berkanun hendaklah menetapkan Harga Unit Asas bagi bahan-bahan binaan/petroleum itu di dalam Dokumen Tender dengan berasaskan kepada harga-harga unit yang terdapat di dalam Siaran Khas 1 yang dikeluarkan oleh Jabatan Perangkaan untuk bulan dimana tender ditutup. Siaran Khas ini yang dikeluarkan oleh Jabatan Perangkaan pada tiap-tiap bulan akan mengandungi harga bahan-bahan tersebut yang diliputi oleh syarat perubahan harga bagi pusat-pusat tertentu di Semenanjung Malaysia, Sabah dan Sarawak. Kontraktor hendaklah menggunakan harga-harga yang diberikan di dalam Siaran tersebut untuk membuat anggaran nilai harga tender mereka.

2.2.4 Panduan Bagi Menentukan Perubahan Harga

2.2.4.1 Asas untuk menentukan sama ada harga bagi mana-mana jenis bahan binaan/petroleum telah berubah hendaklah ber-panduan kepada harga yang diterbitkan dalam Siaran Khas oleh Jabatan Perangkaan seperti dinyatakan di perenggan 2.2.1. Cara menentukan Perubahan Harga bagi kedua-dua jenis bahan tersebut adalah seperti berikut:-

(a) Bahan Binaan

Apabila berlaku sebarang perubahan harga yang dibayar oleh kontraktor untuk bahan-bahan binaan maka harga itu hendaklah dibandingkan dengan Harga Unit Asas yang dinyatakan di dalam kontrak berkenaan dan bayaran dibuat tertakluk kepada had maksimum perbezaan di antara Harga Unit Asas dengan Harga Unit Bahan Binaan bagi bulan itu seperti terdapat dalam Siaran Khas.

(b) Bahan Petroleum

Hanya perubahan harga melebihi 5% daripada Harga Unit Asas akan diambilkira sebagai perubahan harga. Apabila perubahan harga kurang daripada 5% jika dibandingkan dengan Harga Unit Asas, maka perubahan harga tidak akan dikenakan. Sekiranya perubahan harga (tambahan atau kekurangan) itu melebihi 5% daripada Harga Unit Asas pada satu-satu bulan, maka jumlah penuh perubahan harga itu akan ditambahkan kepada atau dikurangkan dari Harga Kontrak. Perubahan harga ini akan dibuat berasaskan kepada perbezaan di antara Harga Unit Asas dengan Harga Unit bahan berkenaan seperti terdapat dalam Siaran Khas untuk bulan-bulan berkenaan dan tidak akan mengambilkira sebarang harga yang dibayar oleh kontraktor.

2.2.4.2 Di samping itu, Kementerian/Jabatan/Badan Berkanun hendaklah juga mendapatkan invois-invois dan resit-resit daripada kontraktor apabila kontraktor yang berkenaan membuat permohonan untuk mendapatkan kenaikan harga kontrak. Bagi bahan-bahan binaan jika harga pada invois-invois tersebut adalah lebih rendah maka

pembayaran hendaklah berdasarkan kepada invois-invois itu. Oleh itu Kementerian/Jabatan/Badan Berkanun hendaklah menentukan kuantiti bahan-bahan binaan tersebut yang dihantar ke tapak binaan untuk digunakan pada tiap-tiap bulan di dalam menentukan jumlah perubahan harga kontrak. Perubahan harga bagi bahan petrolium adalah berasaskan kepada harga yang dikeluarkan oleh Jabatan Perangkaan sahaja. Walau bagaimanapun Kementerian/Jabatan/Badan Berkanun boleh juga menggunakan invois-invois kontraktor sebagai panduan bagi menetapkan kuantiti bahan-bahan petrolium yang dihantar ke tapak dan digunakan pada tiap-tiap bulan.

2.2.5 Tempoh Kontrak Yang Diliputi Oleh Syarat Ini

Syarat-syarat perubahan harga dikuatkuasakan semasa tempoh kontrak yang ditetapkan termasuk sebarang lanjutan masa kontrak yang telah diluluskan oleh Kementerian/Jabatan/Badan Berkanun yang berkenaan. Syarat ini adalah tidak meliputi kerja-kerja yang dilaksanakan oleh kontraktor di luar jangkamasa yang diluluskan mengikut syarat-syarat kontrak kecuali di dalam keadaan dimana kuantiti bahan binaan yang digunakan oleh kontraktor di dalam jangkamasa yang diluluskan mengikut syarat-syarat kontrak adalah kurang daripada kuantiti yang ditetapkan di Lampiran 'D' kepada Dokumen Tender. Perubahan untuk kenaikan harga bagi kuantiti tersebut adalah tertakluk kepada had maksimum harga bahan binaan itu seperti yang ditetapkan dalam Siaran Khas pada bulan yang terakhir sekali dimana tempoh kontrak dibenarkan mengikut syarat-syarat kontrak. Sekiranya berlaku sebarang kejatuhan harga di dalam jangkamasa ini untuk kuantiti tersebut, maka harga kontrak hendaklah diturunkan. Penurunan harga ini adalah

perbezaan di antara Harga Unit Asas dalam Dokumen Tender dengan Harga Unit yang dicatatkan di dalam Siaran Khas bagi bulan berkenaan dimana bahan binaan itu dihantar ke tapak binaan untuk digunakan.

2.2.6 Kemasukan Syarat-Syarat Khas Di Dalam Syarat-Syarat Yang Tersedia Ada

Bagi tujuan untuk menentukan syarat ini dilaksanakan dengan sempurna seperti yang dikehendaki dan memastikan semua Kementerian/Jabatan/Badan Berkanun menggunakan syarat-syarat khas yang piawai di dalam syarat-syarat kontrak untuk kerja Kejuruteraan Awam, maka syarat-syarat kontrak di Lampiran 'E' dan Lampiran 'F' hendaklah digunakan.

2.2.7 Perlaksanaan Syarat Ini Untuk Perubahan Harga

Adalah diingatkan bahawa syarat ini dilaksanakan apabila berlaku perubahan harga bagi mana-mana jenis bahan tersebut. Jika sekiranya ada perubahan harga, maka adalah menjadi tanggungjawab kontraktor untuk memberitahu Kementerian/Jabatan/Badan Berkanun yang berkenaan mengenai perkara ini dengan mengemukakan dokumen-dokumen yang berkaitan. Di samping itu Kementerian/Jabatan/Badan Berkanun hendaklah sentiasa mengambil perhatian ke atas perubahan harga yang berlaku dan seterusnya mengambil tindakan untuk menurun/menaikkan harga kontrak sejajar dengan kejatuhan/kenaikan harga bahan binaan/petroleum.

3. JENIS DAN NILAI KONTRAK-KONTRAK YANG DILIPUTI OLEH SYARAT PERUBAHAN HARGA INI

3.1 Kontrak-kontrak yang diliputi oleh syarat perubahan harga ini adalah untuk semua jenis kontrak kerja sama ada tempatan atau antarabangsa di mana syarat-syarat kontrak ditetapkan oleh Kerajaan sahaja.

4. KEPUTUSAN KEMENTERIAN/KETUA JABATAN DAN RUJUKAN KEPADA KEMENTERIAN KEWANGAN

4.1 Di dalam melaksanakan Syarat Perubahan Harga tertakluk kepada kandungan Surat Pekeliling ini, apa-apa keputusan yang dibuat oleh Kementerian/

Jabatan/Badan Berkanun adalah muktamad. Sekiranya timbul sebarang masalah terhadap pelaksanaan Syarat Perubahan Harga ini yang tidak boleh diselesaikan, maka rujukan hendaklah dibuat kepada Kementerian Kewangan untuk mendapatkan nasihat ataupun keputusan.

5. TARIKH KUATKUASA

5.1 Surat Pekeliling Perbendaharaan ini berkuatkuasa serta merta untuk Semenanjung Malaysia, Sabah dan Sarawak.

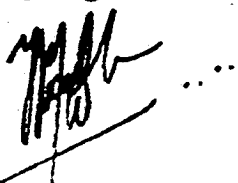
6. PEMBATALAN

6.1 Dengan terkeluarnya Surat Pekeliling Perbendaharaan ini Surat-surat Pekeliling Perbendaharaan dan Tambahan-tambahannya seperti berikut adalah dibatalkan:-

- 6.1.1 SPP Bil. 15/74
- 6.1.2 Tambahan Pertama SPP Bil. 15/74
- 6.1.3 SPP Bil. 6/80
- 6.1.4 Tambahan Pertama SPP Bil. 6/80 dan
Tambahan Pertama SPP Bil. 7/80
- 6.1.5 Tambahan Kedua SPP Bil. 6/80
- 6.1.6 SPP Bil. 7/80
- 6.1.7 Tambahan Kedua SPP Bil. 7/80
- 6.1.8 Tambahan Ketiga SPP Bil. 7/80
- 6.1.9 Tambahan Keempat SPP Bil. 7/80
- 6.1.10 SPP Bil. 12/81
- 6.1.11 SPP Bil. 10/82

"BERKHIDMAT UNTUK NEGARA"

Saya yang menurut perintah,



(YAHYA YAACOB)

Bahagian Pengurusan Kontrak dan Bekalan,
b.p. Ketua Setiausaha,
Kementerian Kewangan Malaysia.

Semua Yang Berhormat Pegawai Kewangan Negeri,

Pegawai-Pegawai Kewangan Persekutuan Sabah dan Sarawak,

SPECIAL PROVISIONS TO THE CONDITIONS OF CONTRACT (VARIATION IN PRICE OF MATERIALS) FOR BUILDING WORKS

1. Adjustments (upwards and downwards) shall be made to the monthly interim payments and, finally to the Contract Sum if there shall be any variation in the Building Cost Indices, compiled by the Department of Statistics, which are deemed to reflect any changes in the prices of the selected materials described hereunder:

(i) Cement	...	...	...	All cement for use in concrete, mortar, paving and plastering.
(ii) Steel	...	...	...	Mild and High Tensile steel bars and fabric reinforcement for use in reinforced concrete.
(iii) Aggregates	...	...	...	All coarse aggregates for use in concrete.
(iv) Sand	...	...	...	All sand and fine aggregate for use in concrete, mortar, paving and plastering.
(v) Bricks	...	...	...	All bricks including concrete blocks for use in brickworks and blockworks.
(vi) Timber	...	...	...	All timber and plywood for use in joinery and carpentry works including those for formwork.
(vii) Roofing Materials	...	...	...	All roofing materials.
(viii) Ceiling Materials	...	...	...	All ceiling sheet materials.
(ix) Steel and Metal Sections	...	...	...	All non-structural steel and metal sections.
(x) Plumbing materials	...	...	...	All plumbing materials for water and sanitary installations.
(xi) Floor and Wall tiles	...	...	...	All floor and wall tiling materials.
(xii) Sanitary fittings	...	...	...	All sanitary fittings and appliances.
(xiii) Ironmongery	...	...	...	All ironmongery items.
(xiv) Glass	...	...	...	All glass for glazing works.
(xv) Paint	...	...	...	All painting materials.

Any changes in the prices of materials other than the above and the cost of plant shall be deemed to follow that of the above described materials, but any changes in the cost of labour and the amount for profit and overheads shall not be reflected in the indices.

2. Application of Adjustments

(a) The adjustments shall only be applied to the "Effective Value of Works" (as defined hereunder) in respect of all materials used and plant employed. The "Effective Value of Works" shall mean the difference between:

- (i) The amount of all builder's works (including any site and external works) executed by the Contractor up to the date of the current monthly interim valuation less the amounts for preliminary items and any items based on actual costs or current prices and excluding any works dealt under P.C. or Provisional Sums; and
- (ii) The amount calculated in accordance with (i) above up to the date of the preceeding monthly interim valuation.

(b) The amount in respect of all the materials used and plant employed are deemed to constitute sixty (60.0) percent of the Effective Value of Works (referred to as the "Recovery Factor" of 0.60).

3. Variations in the Building Cost Index

(a) The Variation in the Building Cost Index shall mean any increase or decrease in the "Current Index" (as defined under paragraph (b) (ii) hereof) as compared to the "Base Index" (as defined under paragraph (b) (i) hereof) for the relevant category or categories of buildings or works as stated in the Appendix "A" to these provisions:

- (b)(i) The "Base Index" shall mean the appropriate Building Cost Index as stated in the Special Release issued by the Department of Statistics for the month during which the tender closes, and shall be inserted in the Appendix "A" to these provisions prior to the signing of the Contract.

- (b) (ii) The "Current Index" shall mean the appropriate Building Cost Index as stated in the Special Release issued by the Department of Statistics for the month preceeding the date of the monthly interim valuation.

Provided that in respect of works executed outside the period permitted under the provisions of the Contract the Current Index shall be the appropriate Building Cost Index as stated in the Special Release issued by the Department of Statistics for either the final month of the period permitted under the provisions of the Contract, or the month preceeding the date of the monthly interim valuation, whichever is the lower.

4. Calculation of Adjustments

The increase or decrease payable or deductible shall be calculated by multiplying the Effective Value of Works by a factor referred to as Fluctuation Factor which shall be ascertained from the product of the relevant Recovery Factor and the difference between the relevant Current Index and the Base Index, divided by the Base Index; viz:

$$\text{Fluctuation Factor} = \text{Recovery Factor} \times \frac{\text{Current Index} - \text{Base Index}}{\text{Base Index}}$$

Provided that:

- (i) (a) If the relevant Current Index had not been published by the date the interim payment certificate is to be issued; or

- (b) If the total amount of any monthly interim valuation (excluding any sums for increases or decreases under these provisions) is inadequate to justify the issue of an interim payment certificate;

then the increase or decrease payable in respect of that monthly interim valuation shall be added to or deducted from the amount payable upon the issue by the S.O. of the next interim payment certificate after all the relevant Current Indices have been published or when the total amount of the monthly interim valuation is adequate to justify the issue of the said certificate, as the case may be.

- (ii) The Fluctuation Factor for the Effective Value of Works in respect of site and external works shall be the simple average of the Fluctuation Factor of the relevant categories of buildings (excluding piling works) contained in the contract.

- (iii) The Fluctuation Factor for the Effective Value of Works in respect of any balance due or to become due and payable to the contractor after the payment for works executed up to the date the work is certified by the S.O. as being completed had been made, shall be the ratio of the aggregate total of all the previous increases and/or decreases and the corresponding cumulative total of all the previous Effective Value of Works, viz:

$$L' = F' \times \frac{M'}{E'}$$

where:

L' = The value of increase or decrease payable or deductible in respect of the balance due or to become due and payable to the contractor;

F' = The amount of the balance due or to become due and payable to the contractor (excluding the value of L' , and any works dealt under P.C. and Provisional Sums) after deducting the amount in respect of Preliminaries and items based on actual costs or current prices;

M' = The aggregate total amount of increases or decreases payable under the above provisions in respect of all the previous interim payments made;

E' = The corresponding cumulative total of all the previous Effective Value of works.

APPENDIX "A"

LIST OF RELEVANT CATEGORIES OF BUILDINGS, AND BASE INDICES SUBJECTED TO PRICE VARIATION IN ACCORDANCE WITH THE SPECIAL PROVISIONS TO THE CONDITIONS OF CONTRACT

CATEGORY OF BUILDING (Irrelevant Categories shall be deleted)	BASE INDEX (of Building Cost in region * for the month of **)
I. Single Storey R.C. Building	_____
II. 2-4 Storey R.C. Building with flat roof	_____
III. 2-4 Storey R.C. Building with pitched roof	_____
IV. 5 Storey and above R.C. Accommodation Building	_____
V. 5 Storey and above R.C. Office Building	_____
VI. Timber Building	_____
VII. Timber Piling	_____
VIII. Reinforced Concrete Piling	_____

NOTES:

The Recovery Factor for all the above categories is 0.60.

*A—Penang, Kedah and Perlis.

*B—Perak.

*C—Wilayah Persekutuan, Selangor, Negeri Sembilan and Melaka.

*D—Johor.

*E—Pahang.

*F—Kelantan and Trengganu.

**—The month during which tender closes, and only need to be inserted prior to the signing of the contract document.

LAMPIRAN B

LIST OF MATERIALS TOGETHER WITH QUANTITIES AND BASIC UNIT COST
FOR THE PURPOSE OF TENDER EVALUATION

No.	Materials	Unit	Total Estimated Quantity	Contractor's Unit Cost
1.	Cement	Bag		
2.	Steel	Ton		
3.	Brick	Per 1000		
4.	Timber	Ton		
5.	Aggregate	Y.C.		
6.	Glass	FS		
7.	Ceiling Materials ..	FS		
8.	Roofing Materials ..	FS		

I/We certify that this schedule reflects the unit costing used in the submission of the tender and it is based on current prevailing market price available.

Tenderer

(This schedule will be use for the purpose of tender evaluation only and shell not be incorporated in the contract document. Tenderers are reminded that failure to submit the above information may render the tender be invalidated).

CONTOH

LIST OF BUILDING/WORK, THEIR RELEVANT CATEGORIES,
RECOVERY FACTORS AND BASE INDICES FOR THE PURPOSES
OF 'PRICE VARIATION' IN ACCORDANCE WITH THE SPECIAL
PROVISIONS TO THE CONDITIONS OF CONTRACTS

ITEM NO.	BUILDING/WORK IN CONTRACT	CATEGORY OF BUILDING APPLICABLE	RECOVERY FACTOR	BASE INDEX
1.	Office Blocks	2-4 Storey Building with flat roof	0.6	
2.	Hostel & Kitchen Dining Block and Guard House	Timber Building	0.6	
3.	Farm Building, L.K.N Substation and Pump House	Single Storey R.C Building	0.6	
4.	External Works		0.6	

Building Cost Index as Published by the Department of Statistics for region C i.e Wilayah Persekutuan, Selangor, Negeri Sembilan and Malacca for the month during which one tender closes.

The Recovery Factor, Base Index and Current Index for External Works shall be simple averages of the Recovery Factor, Base Indices and current Indices, of "2-4 Storey Building with flat roof", "Timber Building" and "Single Storey R.C. Building".

LAMPIRAN D

LIST OF MATERIALS TOGETHER WITH QUANTITIES AND BASIC UNIT PRICES
SUBJECT TO PRICE VARIATION IN ACCORDANCE WITH THE SPECIAL PROVISIONS
TO THE CONDITIONS OF CONTRACT

Material	Unit	Quantity	Basic Unit Price
A. ROUND STEEL BARS, BS 785			
1"	Metric Ton	•	
3/8"	"	•	
1"	"	•	
5/8 to 1"	"	•	
1 1/8"	"	•	
1 1/2"	"	•	
B. MYCON 60			
1"	"	•	
3/8"	"	•	
1"	"	•	
5/8 to 1"	"	•	
1 1/8"	"	•	
1 1/2"	"	•	
C. ORDINARY PORTLAND CEMENT--BS 12	50 kg. bag	•	
D. AUTOMOTIVE GAS OIL (DILSOLINE)	litre	••	
E. FUEL OIL (LIGHT/MEDIUM)	litre	••	
F. BITUMEN			
1. 80/100 Penetration Grade	Metric Ton	••	
2. Cut-Back Bitumen	"	••	

- Quantities shall be pre-ascertained by the Superintending Officer at the time of tendering.
- These quantities shall be estimated by the Contractor at the time of tender. Such quantities shall be verified and adjusted by the Superintending Officer as may be necessary before the signing of the Contract.

Notes:

1. The above quantities are intended for the purpose of price Variation only and does not necessarily reflect the actual quantities required for the Contract. The Contractor shall ascertain himself the actual quantities required upon which his tender is deemed to have been based.
2. Price Variation shall be applied to the above quantities fixed or actual quantities used, whichever is the lesser.

SPECIAL PROVISIONS FOR VARIATION OF PRICES FOR
AUTOMOTIVE GAS OIL (DIESOLINE), FUEL OIL AND BITUMENS

Adjustments shall be made to the Contract Sum on account of increases or decreases in the basic unit prices of selected materials subject to these provisions as described herein:

1. MATERIALS

These provisions shall apply to the following materials only:

- a) Automotive Gas Oil (Diesoline)
- b) Fuel Oil (Light and Medium)
- c) Bitumen - shall include 80/100 penetration grade and Cutback Bitumen (M.C. and R.C.). In so far as these provisions are concerned all Bituminous materials shall hereinafter termed 'Bitumen'.

2. UNIT PRICES OF MATERIALS

The Unit Prices of Automotive Gas Oil (Diesoline), Fuel Oil and Bitumens for the purposes of calculating variation of prices shall be based on the following:

a) Government Control Price

The Unit Price of Automotive Gas Oil (Diesoline) shall be tied to Government of Malaysia Controlled Prices as established by the Ministry of Trade and Industry.

b) Posted Price at Pulau Bukom

The Unit Price of Fuel Oil and Bitumens (Cutback Bitumen) are tied to the Posted Prices at Pulau Bukom as quoted by SHELL EASTERN PETROLEUM (PRIVATE) LTD. as follows:

<u>Material</u>	<u>Tied to Pulau Bukom Posted Prices For</u>
i) Fuel Oil (Light and Medium)	Medium Fuel Oil
ii) Bitumen Cutback	Medium Fuel Oil Industrial Kerosene

c) Average ex-Port Dickson Price

The Unit Price of Bitumen 80/100 Penetration Grade shall be based on the average ex-Port Dickson price quoted to contractors by the main suppliers.

3. REFERENCE PUBLICATION

The reference publication to determine the unit prices of materials as defined in paragraph 2 shall be the Special Bulletin 1 published by the Statistics Department for the month in question.

4. BASIC UNIT PRICES OF MATERIALS

The Basic Unit Prices of Automotive Gas Oil (Diesoline), Fuel Oil and Bitumens for the purposes of calculating variation of price for the Materials shall be the 'Unit Prices' (as defined in paragraph 2 above) of the Materials as stated in the Special Bulletin 1 published by the Statistics Department for the month during which the tender closes.

5. VARIATION IN PRICES OF MATERIALS

Adjustments to the Contract Sum shall be made in accordance with these provisions irrespective of the actual purchase prices of the materials by the Contractor and whether the materials are purchased locally or otherwise.

When there is a variation in the Basic Unit Prices of the Materials, the amount payable at a particular month by the Employer to the Contractor upon the issue of the monthly certificates of progress payment or the final certificate shall be increased or decreased by the amount based on the ACTUAL differences between the Basic Unit Prices and the Unit Prices of the Materials at a particular month.

6. VARIATION MUST BE GREATER THAN FIVE PER CENT (5%)

Adjustment shall only be made to the Contract Sum when the variation (increase or decrease) in the Basic Unit Prices of the Materials is greater than 5%. Where variation (increase or decrease) in prices is greater than 5% the full amount of the variation shall be added to or deducted from the Contract Sum.

7. QUANTITIES OF MATERIALS

(a) The Contractor shall submit together with his Tender an estimate of the total requirements of the Materials (diesel, fuel oil and bitumens) for the Contract and such estimate shall be supported by documentary evidence. The estimate of the quantities submitted by the Contractor shall be subject to

verification and adjustment by the S.O. as may be necessary before the signing of the Contract. The quantities so ascertained shall be the maximum quantities subject to price variation under these provisions. Provided that should the Contractor fail to submit such estimate or any documentary evidence in support thereof, the S.O. shall himself make a reasonable assessment of the quantities of the Materials for the Contract.

- (b) The maximum quantities as fixed under the Contract may be varied only when the original scope of work have been varied. The adjustment of the maximum quantities of the Materials shall be made proportionately to the variation of the scope of the work in which the relevant Materials so relate.
- (c) The Contractor shall submit to the S.O. monthly returns with documentary evidence on the quantities of the Materials consumed or incorporated into the works, as the case may be, during the particular month. Such quantities of the materials shall be verified by the S.O. and shall be used as the basis of implementing these provisions as described herein:

- i) Automotive Gas Oil (Diesoline) and Fuel Oil

At the end of each month the Contractor is required to submit documentary evidences of purchases and consumption of Automotive Gas Oil (Diesoline) and Fuel Oil during the month. The Contractor shall keep records of the consumption of the materials by individual item of plants which shall be verified and certified by the S.O.. The quantities so certified shall be used as the basis for the application of these provisions. The Contract Sum shall be increased or decreased by such amount derived by multiplying the quantities of the materials so certified by the S.O. by the actual differences between the Basic Unit Prices and the Unit Prices of the Materials for that particular month. Provided always Automotive Gas Oil (Diesoline) and Fuel Oil consumed outside the limit of the site shall not be subjected to price adjustment and shall not be included in the computation of the quantities.

- ii) Bitumens

The quantities of Bitumens used for the purposes of calculating variations in Basic Unit Prices of the Material shall be the quantities of the materials incorporated into the works during a particular month. Such quantities must be verified and certified by the S.O..

The Contract Sum shall be increased or decreased by such amount derived by multiplying the quantities so certified by the S.O. by the actual difference between the Basic Unit Price and the Unit Price of the Material for that particular month.

- (d) Provided always that these provisions shall only apply to such quantities of the materials as are fixed in the Appendix to these provisions or such adjusted amounts under paragraph 7(b) above and shall not apply to any quantity in excess thereof.
- (e) Should the Contractor fail to submit such details of monthly returns or documentary evidence of the quantities of the materials consumed and/or incorporated into the Works, the S.O. reserves the right to make a reasonable assessment of the quantities of the materials consumed and/or incorporated into the Works for the particular month. Such quantities assessed by the S.O. shall be used as the basis of implementation of these provisions as described herein.

8. WORKS NOT INCLUDED

These provisions shall not apply to any of the materials which have been used in Works which shall have been rejected by the S.O. or which have been executed in places outside the limits of the site without the prior approval of the S.O..

The Contractor shall keep accurate and complete records of all materials or other items required for the replacement of works rejected by the S.O.. The quantities of the materials which have been used in works rejected by the S.O. shall be excluded from any claims for price variations under these provisions.

9. CONTRACT PERIOD AND EXTENSION THEREOF

These provisions shall only apply to works done within the Contract Period and any extended period which had been allowed in accordance with the Conditions of Contract.

Where works are carried out beyond the approved Contract Period such work shall be subjected to variation of prices provided that:

- (a) In the case of increases in Basic Unit Prices, such increases shall not exceed those applicable in the final month of the approved Contract Period.
- (b) In the case of any decreases in Basic Unit Prices, such amount shall be fully deducted from the Contract Sum in accordance with these provisions.

SPECIAL PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION IN PRICE)

1. Adjustments (upwards and downwards) shall be made to the Contract Sum should there be any variation in price of selected materials describe hereunder:

MATERIALS

- (i) Cement-Ordinary Portland Cement approved for use in concrete on-site structural and non-structural works (such as reinforced concrete, mass concrete, rendering, paving, etc. but shall exclude precast concrete manufactured outside the limit of the Site).
- (ii) Steel-mild steel reinforcement bars and high tensile steel reinforcement bars approved for use in reinforced concrete.

2. Variation in Price of Materials

- (a) Any adjustment will only be made where there is variation in price in respect of materials specified in paragraph (1) and against which Basic Unit Prices are given in the Appendix to the tender specifications. These Basic Unit Prices are as stated in the Special Bulletin published by the Statistics Department for the month during which the tender closes.
- (b) Where a Contractor has in fact paid a higher or lower price for the materials as compared to the Basic Unit Price specified in the Appendix to the tender specifications, the Contract Sum shall be accordingly increased or decreased provided that such increase or decrease shall not exceed the difference between the Basic Unit Price specified in the appendix to the tender specifications and the Unit Price stated in the Special Bulletin I published by the Statistics Department in the particular month in which the materials are delivered to site for use.

3. Contract Period and Extension

These provisions shall apply to works done within the Contract period and shall include works done within an extended period if the extension to the Contract period had been obtained in accordance with the terms of the Contract.

4. Quantity of Materials Subject to Variation in Price

- (a) These provisions shall only apply to such quantities of cement and steel as are specified in the Appendix to the tender specifications, and shall not apply to any quantity in excess of the specified amounts.

- (b) Provided that such quantities as are specified in the Appendix may be varied in proportion to any variation of the original scope of work in which the materials so relate.

5. Works executed outside the period permitted under the Contract

These provisions shall not apply to works carried out by the Contractor outside the period permitted under the terms of contract except in the following case:

Where the quantity of materials used by the Contractor within the period permitted under the terms of contract is less than that specified in the Appendix to the tender specifications, adjustments shall be made to the Contract price in respect of the balance of the materials should there be any variation in price notwithstanding that the balance of materials is used beyond the period permitted under the Contract provided that.

- (a) In the case of any increase in prices, adjustments will only be made if the increase does not exceed the Basic Unit Price stated in the special Bulletin issued by the Statistics Department in the final month of the period permitted under the Contract.

- (b) In the case of any reduction in price, adjustments will be made in accordance with paragraph 2 (b).

6. (a) The Contractor shall within a reasonable time give the Superintending Officer written notice of any variation in the price of materials.

- (b) The Superintending Officer may at any time call for invoices, receipts and such other documentary evidence as he may require. The Contractor shall not withhold any information or documentary evidence as required by the Superintending Officer.

7. These provisions shall not apply to materials used in works which are rejected by the Superintending Officer.