

JABATAN PENGAIRAN DAN SALIRAN MALAYSIA

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83

1. Page 5, sub-Clause 2(c)(i), line 2
Delete comma after the word “S.O.”.
2. Page 5, sub-Clause 2(c)(ii)
Delete comma after the word “S.O.”.
3. Page 5, sub-Clause 3(b), line 2
Substitute “for” after “arising” with “from”.
4. Page 5, Clause 4
Substitute the whole of Clause 4 with the new Clause 4 as follows:

“The Contractor shall upon and subject to these Conditions construct and complete the Works shown upon the Contract Drawings and described by or referred to in the Specifications and in the Articles of Agreement and these Conditions in compliance therewith, using materials, goods and workmanship of the quality and standards therein specified. The Contractor shall also make good any defect, imperfection, shrinkage or any other fault whatsoever which may appear during the Defects Liability Period in accordance with Clause 45 hereof”.
5. Page 5, sub-Clause 5(a)(vi)
Add before the semi-colon, “as referred to in Clause 9(b) hereof”.
6. Page 6, sub-Clause 5(b), line 5
Insert after the word “may”, the phrase “undertake the work departmentally or”, and insert after the word “pay”, the words “a contractor or”.

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83 (CONT'D)

7. Page 6, sub-Clause 5(b), line 8

Insert after the word “Government”, the words “or the S.O. on its behalf”.

8. Page 6, Clause 6, title

Insert after “Notices”, the word “etc”.

9. Page 6, Clause 6, line 7

Amend the word “agent” to “Agent”.

10. Page 6, Clause 6

Insert immediately after Clause 6, the new Clause 6A as follows :-

6A In the event of the Government commencing any action against the Contractor in respect of this Contract in the High Court of Malaya or any Magistrates or Sessions Court in Malaysia, the Writ or Summons, as the case may be, may be served on the Contractor in the manner hereinafter set out;

- (a) A copy of the writ or summons shall be left at the address notified to the S.O. (or if a change of it is notified, at the changed address) pursuant to Clause 6.

Provided that in the event of the Contractor failing to notify the S.O. of his address or changed address, the copy of the writ or summons shall be left at the address stated in the Contract, and

- (b) A copy of the writ or summons shall also be affixed on the door of the address where the copy of the writ or summons shall be left as aforesaid.

11. Page 6, sub-Clause 7(a), line 1

Substitute the word “S.O.” with the word “Government”.

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83 (CONT'D)

12. Page 7, Clause 9

Substitute the whole of Clause 9(a) with the new Clause 9(a) as follows.

- (a) All materials, goods and workmanship shall be of the respective kinds and standards described in the Specification. The Contractor shall upon the request of the S.O. furnish him with vouchers and/or manufacturer's test certificates to prove that the materials and goods comply therewith"

13. Page 7, Clause 10, line 1

Substitute the word "Works" with the word "Site".

14. Page 8, Clause 14, line 1

Substitute the word "stone" with the word "stones".

15. Page 8, Clause 15, line 11

Substitute the word "on" with the word "at".

16. Page 8, sub-Clause 16(b), line 3

Add after the word "Government", the words "of Malaysia".

17. Page 8, Clause 16(e), line 4

Delete the last sentence.

18. Page 9, Clause 18, line 9

Substitute the full-stop with a comma, and add the phrase "and any extra costs incurred by the Government in connection with the supervision of the Works."

19. Page 9, Clause 19, line 6

Substitute the word "agent" with the word "Agent."

20. Page 9, Clause 21, line 1

Delete the words "being made."

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83 (CONT'D)

21. Page 9, Clause 21, line 3

Substitute the word “workmen” with the word “workman.”

22. Page 9, Clause 22, line 7

Substitute the word “entitle” with the word “entitled.”

23. Page 10, Clause 24(b)

Substitute the whole of Clause 24(b) with the new Clause 24(b) as follows :

“(b) The term ‘variation’ means the alteration or modification of the design, quality or quantity of the Works as shown upon Contract Drawings, Bills of Quantities and Specifications, and includes the addition, omission or substitution of any work, the alteration of the kind or standard of any materials or goods executed or brought thereon by the Contractor for the purposes of the Works other than work, materials or goods which are not in accordance with this Contract.”

24. Page 10 and 11, Clause 25 and 26

The Quantities in the Bills mentioned herein are provisional and are subject to remeasurement and adjustment on final completion of Works.

25. Page 10, sub-Clause 25(b)(i), line 2

Substitute the word “Clause 24(e)” with the word “Clause 26(d).”

26. Page 11, Clause 26(a)

Substitute the whole of Clause 26(a) with the new Clause 26(a) as follows:

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

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83 (CONT'D)

27. *Page 11, Clause 26(b)

Substitute the words “Standard Method Malaysia” with the word “Civil Engineering Standard Method of Measurement (CESMM) as published by the Institution of Civil Engineers, London (latest edition).”

28. Page 11, sub-Clause 26(d)(i), lines 2 & 3

Substitute the words “S.O.” with the word “Government.”

29. Page 11, sub-Clause 26(d)(ii), line 2

Substitute the word “arithmatical” with the word “arithmetical”; and insert after the word “omission” the words “in the prices or rates and/or calculation of the Contractor.”

30. Page 11, sub-Clause 27(d), lines 2 to 4

Delete the phrase “, otherwise Contract,”.

31. Page 12, Clause 28(c)

Insert after Clause 28(c)(ii) the new Clause 28(c)(iii) as follows :-

“a person who will not give to the Government such Indemnity with terms and conditions as provided in the Government standard form of Letter of indemnity or Nominated Sub-contractors (Form PWD 203N7) or for Nominated Suppliers (Form PWD 203P7), as the case may be”.

*N.B – Only applicable to Civil Engineering Contract and NOT to Building Contract

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83 (CONT'D)

32. Page 12, Clause 28(e)

Substitute the whole of Clause 28(e) as follows:-

“The S.O. in issuing Interim Certificate under Clause 47 of the Final Certificate under Clause 48 hereof shall state separately the amount of interim or final payment due to each Nominated Sub-contractor or Nominated Supplier which amount subject to Clause 28(f) hereof, shall be paid by the Government direct to the Nominated Sub-contractor or Nominated Supplier. The amount paid by the Government direct to the Nominated Sub-Contractor or Nominated Supplier shall be deemed to be a payment to the Contractor by the Government under and by virtue of this Contract”.

33. Page 12, Clause 28(f)

Substitute the whole of Clause 28(f) with the new Clause 28(f) as follows :-

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

- (i) any amount which the Government or the S.O. on its behalf in exercise of any right under this Contract has deducted from monies due to the Contractor and such deduction is in respect of some act or default solely of the Nominated Sub-contractor or Nominated Supplier, his servants or agents;
- (ii) any amount agreed by the Nominated Sub-contractor or Nominated Supplier as due to the Contractor, or any amount awarded in arbitration or litigation in favour of the Contractor which arises out of or under the sub-contract; and
- (iii) the amount of any claim for loss and/or expense actually incurred by the Contractor by reason of any breach or failure to observe the provisions of the sub-contract by the Nominated Sub-contract or Nominated Supplier.

Any amount paid to the Contractor in accordance with this Clause shall be deemed to be a payment to the Nominated Sub-contractor or Nominated Supplier under the sub-contract”

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83 (CONT'D)

34. Page 12, Clause 28(g)
- 34.1 Substitute the whole of Clause 28(g) with the new Clause 28(g) as follows:-
- “Nothing in this Clause nor anything else in this Contract shall render the Government in any way liable to any Nominated Sub-contractor or Nominated Supplier”.
- 34.2 Substitute the words “No privity of Contract between Government and” in the side title with the words “No liability of Government to”.
35. Page 14, sub-Clause 33(b), line 5
- Insert after the word “Period”, the words “plus 3 1/2 months thereafter”.
36. Page 14, sub-Clause 33(c), line 1
- Substitute the word “makes” with the word “make”.
37. Page 14, sub-Clause 33(c), line 4
- Delete the word “paid” immediately after the word “amount”.
38. Page 14 and 15, Clause 34
- Delete the whole of Clause 34.
39. Page 15, Clause 35(a)
- Substitute the whole of Clause 35(a) on page 15 with the new Clause 35(a) as follows:
- “The Contractor shall submit the Code Number and Social Security Numbers of all workers on site required to be covered under the Employees Social Security Act 1969 to the S.O. for checking”.
40. Page 15, sub-Clause 35(b), line 2
- Substitute the word “his” with the word “this”.

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83 (CONT'D)

41. Page 15, Clause 35(d)

Delete the whole of Clause 35(d).

42. Page 16, sub-Clause 36(a), line 6

Delete the words “temporary buildings”.

43. Page 16, Clause 37(a)

Substitute the whole of Clause 37(a) on page 16 with the new Clause 37(a) as follows:

“The Contractor shall, as a condition precedent to the commencement of any work under the Contract, deposit with the Government a Performance Bond in the form of an approved Banker’s/Licensed Finance Company/Insurance Guarantee equal to five percent of the Original Contract Sum for the due observance and performance of this Contract. If the Contractor fails to submit the said Performance Bond on the date of possession of site then the Contractor shall be deemed to have opted for Performance Bond in the form of Performance Guarantee Sum as provided for under the Special Provisions to the Conditions of Contract”.

44. Page 17, sub-Clause 38(c)

Substitute the word “(c)” with “(c)(i)” and insert after sub-Clause 38(c)(i) the new Clause 38(c) (ii) as follows:-

“Notwithstanding the provision above, the Government reserve the right to give possession of site piecemeal as and when they are acquired and sub-Clause 38(e) shall not apply in such case”.

45. Page 17, sub-Clause 39(a), line 2

Delete “,” after 41 and add “before the”.

46. Page 18, Clause 42, line 2

Substitute the word “shall’ with the word “may”.

47. Page 18, sub-Clause 43(e), line 3

Insert a comma after the word “sub-contractor”.

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83 (CONT'D)

48. Page 19, sub-Clause 45(a), line 2
Substitute the word “after” with the words “from the”.
49. Page 20, sub-Clause 47(a), lines 1,5, and 8
Substitute the word “Works” with the word “Site”.
50. Page 20, sub-Clause 47(a), line 2
Substitute the words “use thereon” with the word “incorporation into the Works”.
51. Page 20, sub-Clause 47(a), lines 3 and 9
Substitute the word “thereof” with the words “of works properly executed and ninety (90) per cent of the value of unfixed materials and goods to the Site intended for incorporation into the Works”.
52. Page 20, sub-Clause 47(c), line 3
Substitute the word “seventy-five (75)” with the word “ninety (90)”.
53. Page 20, sub-Clause 47(c), line 4
Substitute the words “use thereon” with the words “incorporation into the Works”.
54. Page 20, sub-Clause 47(c), lines 4 and 8
Substitute the word “Works” with the word “Site”.
55. Page 20, Clause 47
Insert after Clause 47(c) the new Clause 47(cc) as follows:-

“Provided always that the new Clause 47(a) and 47(b) in respect of unfixed materials and goods shall not apply to articles supplied and delivered by Nominated Suppliers which articles, subject to the provisions of the sub-contracts shall be certified their full value”.
56. Page 20, sub-Clause 47(d), line 3
Substitute the word “will” with the word “shall”.

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83 (CONT'D)

57. Page 20, sub-Clause 48(b), line 2

Substitute the word “of” immediately after the word “Works” with the word “or”.

58. Page 21, Clause 50, line 4

Substitute the words “Clause 47” with the words “Clause 47 and 48”.

59. Page 21, sub-Clause 51(a)(v)

Substitute the words “Clause 27(a) and (b)” with the words “Clause 27(a), (b) and (d)”.

60. Page 21, sub-Clause 51(b)

Substitute the whole of Clause 51(b) with the new Clause 51(b) as follows:-

(b) If the Contractor:

- (i) fails to commence the Works within two (2) weeks after the date of possession of site,
- (ii) commits an act of bankruptcy, or
- (iii) becomes insolvent or compounds with or makes arrangement with his creditors, or
- (iv) being a company, is having a winding up order made against him, or
- (v) is having a provisional liquidator, receiver or manager of his business or undertaking duly appointed, or possession taken by or on behalf of creditors or debenture holders secured by a floating charge of any property comprised in or subject of the said floating charge;

then and in any such event, without prejudice to any other rights it may possess, the Government may by a notice sent by registered post determine the employment of the Contractor under this Contract.

61. Page 23, sub-Clause 54(c), line 4

Insert after the word “or” the word “within”

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83 (CONT'D)

62. Page 23, sub-Clause 54(c), line 8
Substitute the word “arbitration” with the word “Arbitration”.
63. Page 23, sub-Clause 54(c) line 8
Substitute the word “centre” with the word “Centre”.
64. Page 24, sub-Clause 3(a)(ii), line 1
Substitute the word “Officer” with the word “Officer(s)”.
65. Page 24, sub-Clause 33(a) and 36(b)
Delete the word “Clause”.
66. Page 24, Clause 34
Delete the whole of reference to Clause 34 in the Appendix to the Conditions of Contract on page 24.
67. Page 24, Clause 36
Insert between the second and third lines, the following :-
Total Amount Insured RM
68. Page 25, sub-Clause 54(h), line 2
Substitute the word “any” with the word “an”.

AMENDMENT NO. 1 TO FORM PWD 203A-REV. 10/83 (CONT'D)

69. Substitute the word “S.O.” or “Government” with the words “Officer named in the Appendix”.
- (a) Page 17, Clause 40, line 2
 - (b) Page 18, Clause 43 paragraph 1, line 3
 - (c) Page 19, Clause 43 paragraph 2, line 1 & 5
 - (d) Page 21, sub-Clause 51(a), lines 12 & 15
 - (e) Page 21, sub-Clause 51(a), lines 9 to 10
 - (f) Page 23, sub-Clause 54(a), line 8
 - (g) Page 23, sub-Clause 54(b), line 1
 - (h) Page 23, sub-Clause 54(c), lines 1, 3, 4 & 5
70. Wherever the expression ‘Liquidated and Ascertained Damages’ appears, it shall be substituted with ‘Liquidated Damages’.