



IBU PEJABAT JPS MALAYSIA

SURAT PEKELILING JPS BIL. 5 /2000



PERUNTUKAN BARU DALAM DOKUMEN TENDER/KONTRAK DAN PINDAAN-PINDAAN KEPADA BORANG KONTRAK JKR 203/203A, BORANG TENDER DAN SURAT SETUJUTERIMA TENDER

1.0 TUJUAN

- 1.1 Surat Pekeliling ini bertujuan untuk menjelaskan tindakan-tindakan yang perlu diambil berhubung dengan pelaksanaan perkara-perkara berikut:
 - i. Surat Pekeliling Perbendaharaan Bil. 6 Tahun 1999 – Kontraktor Diwajibkan Memulakan Kerja Dalam Tempoh Dua Minggu Dari Tarikh Milik Tapak Sebagai Langkah Untuk Mempercepatkan Pelaksanaan Projek
 - ii. Peruntukan terkini mengenai Bon Pelaksanaan selaras dengan Surat Pekeliling Perbendaharaan Bil. 6 Tahun 1999 dan Bil. 11 Tahun 1999
 - iii. Perlindungan insurans di bawah Akta Pampasan Pekerja 1952 dan Akta Keselamatan Sosial Pekerja 1969
- 1.2 Surat Pekeliling ini juga bertujuan untuk mengeluarkan pindaan-pindaan kepada Borang-borang Standard JKR 203, 203A, 203N, 203B, 203C dan 203D yang merangkumi semua pindaan yang telah dibuat sebelum ini melalui Surat-surat Pekeliling JPS yang terdahulu.

2.0 **PELAKSANAAN SURAT PEKELILING PERBENDAHARAAN BIL. 6 TAHUN 1999 – KONTRAKTOR DIWAJIBKAN MEMULAKAN KERJA DALAM TEMPOH DUA MINGGU DARI TARIKH MILIK TAPAK SEBAGAI LANGKAH UNTUK MEMPERCEPATKAN PELAKSANAAN PROJEK**

2.1 **LATARBELAKANG**

Kementerian Kewangan melalui Surat Pekeliling Perbendaharaan Bil. 6 Tahun 1999 telah memutuskan bahawa semua projek Kerajaan wajib dimulakan pelaksanaannya dalam tempoh dua minggu dari tarikh milik tapak dan kontrak boleh ditamatkan sekiranya kontraktor gagal memulakan kerja sebagaimana yang ditetapkan .

2.2 **TATACARA PELAKSANAAN**

Peraturan ini berkuatkuasa bagi semua projek baru yang akan ditender. Bagi mewajibkan kontraktor memulakan kerja dalam tempoh dua minggu, tindakan-tindakan berikut hendaklah diambil:

2.2.1 **Peringkat Penyediaan Dokumen Tender**

a) **Arahan Kepada Pentender**

Sila masukkan arahan baru seperti berikut:

Commencement of Works within two (2) weeks from the Date of Possession of Site

Tenderers shall take note that the Works shall commence within two (2) weeks from the Date of Possession of Site as stipulated in the Letter of Acceptance. 'Commencement of Works' means starting the preliminary site works such as supply of equipment and construction materials, ground levelling, establishment of site office, providing basic amenities such as water and electricity supply and other preliminary items stated in the tender document. If the Contractor fails to comply with the above requirement, the Contract shall be terminated in accordance with Clause 51(b)(i) of the Conditions of Contract.

b) **Borang Kontrak JKR 203 dan 203A**

Pindaan telah dibuat kepada Fasal 51(b) untuk membolehkan kontrak ditamatkan sekiranya Kontraktor gagal memulakan kerja dalam tempoh yang ditetapkan.

Sila rujuk kepada perkara 56 di **Lampiran 1A** dan perkara 60 di **Lampiran 1B**.

c) **Surat Setujuterima Tender**

Beberapa pindaan telah dibuat ke atas Surat Setujuterima Tender sedia ada. Surat Setujuterima Tender yang baru (JKR 203D - Pin. 3/99 (JPS)) adalah seperti di **Lampiran 1C**.

2.2.2 **Peringkat Pelaksanaan Projek**

Kegagalan Memulakan Kerja

- a) Sekiranya Kontraktor gagal memulakan kerja-kerja awalan dalam tempoh dua (2) minggu selepas tarikh milik tapak yang ditetapkan, kontrak tersebut boleh ditamatkan selaras dengan Fasal 51(b)(i) dan tindakan boleh diambil terhadap Kontraktor berkenaan. Walau bagaimanapun tindakan ini akan dikecualikan sekiranya kelewatan memasuki tapak itu adalah berpunca daripada sebab-sebab di luar kawalan Kontraktor berkenaan.
- b) Apabila kontrak ditamatkan, pejabat yang berkenaan perlu mengemukakan semula laporan penilaian tender projek tersebut kepada Lembaga Perolehan yang asal untuk memilih Kontraktor lain. Tempoh sahlaku tender hendaklah dipastikan masih sah atau dilanjutkan sekiranya telah luput.

3.0 **PERUNTUKAN TERKINI MENGENAI BON PELAKSANAAN SELARAS DENGAN SURAT PEKELILING PERBENDAHARAAN BIL. 6/1999 DAN BIL. 11/1999**

3.1 **LATARBELAKANG**

3.1.1 Semenjak pengeluaran Surat Pekeliling JPS Bil. 1/1999, Kementerian Kewangan telah mengeluarkan beberapa arahan baru berkaitan dengan Bon Pelaksanaan melalui Surat Pekeliling Perbendaharaan Bil. 6/1999 dan Bil. 11/1999 iaitu:

- a) Kontraktor boleh menukarkan Wang Jaminan Pelaksanaan dengan Jaminan Bank/Insurans pada bila-bila masa di sepanjang pelaksanaan projek tersebut.
- b) Kaedah Wang Jaminan Pelaksanaan akan digunakan secara automatik sekiranya Kontraktor gagal mengemukakan Jaminan Bank/Insurans pada tarikh milik tapak.
- c) Kaedah menilaihargakan Wang Jaminan Pelaksanaan adalah sama dengan kos bayaran premium Jaminan Bank/Insurans.
- d) Pelepasan Bon Pelaksanaan/Wang Jaminan Pelaksanaan.

3.1.2 Memandangkan sebahagian besar peruntukan di dalam Surat Pekeliling JPS Bil. 1/1999 tidak lagi terpakai, Surat Pekeliling yang baru ini dikeluarkan juga untuk mengambilkira perkara-perkara yang masih terpakai dan membatalkan pekeling tersebut.

3.2 **TATACARA PELAKSANAAN**

3.2.1 **Peringkat Pra Kontrak**

a) **Arahan Kepada Pentender**

Sila gunakan Arahan Kepada Pentender sedia ada seperti di **Lampiran 2**.

b) **Borang Kontrak JKR 203 dan 203A**

Pindaan telah dibuat kepada Fasal 37 bagi membolehkan Jaminan Bank/Insurans ditukar kepada Wang Jaminan Pelaksanaan sekiranya Kontraktor gagal mengemukakan Jaminan Bank/Insurans pada tarikh milik tapak.

Sila rujuk kepada perkara 40 di **Lampiran 1A** dan perkara 43 di **Lampiran 1B**.

c) **Peruntukan Khas Kepada Syarat-syarat Kontrak JKR 203 dan JKR 203A**

Sila gunakan Peruntukan Khas sedia ada seperti di **Lampiran 3**.

d) **Senarai Kuantiti – Kerja-kerja Awalan (Preliminaries)**

Senarai Kuantiti bagi kerja-kerja Awalan untuk item Bon Pelaksanaan tidak lagi perlu dipecahkan kepada 'Wang Jaminan Pelaksanaan' dan 'Jaminan Bank/Insurans' oleh kerana kadar kos bagi Wang Jaminan Pelaksanaan adalah sama dengan kos premium bagi Jaminan Bank/Insurans. Sila rujuk contoh seperti di **Lampiran 4**.

e) **Surat Setujuterima Tender**

Sila gunakan Surat Setujuterima Tender JKR 203D – Pin. 3/99 (JPS) seperti di **Lampiran 1C**.

f) **Pemberitahuan Penerimaan Tender**

Sila gunakan Surat Pemberitahuan yang telah dipinda seperti di **Lampiran 1D**.

3.2.2 **Peringkat Pasca (Pos) Kontrak**

a) **Penukaran Jaminan Bank/Insurans Kepada Wang Jaminan Pelaksanaan Secara Automatik**

Bagi Kontraktor yang memilih Jaminan Bank/Insurans dan gagal mengemukakan pada tarikh milik tapak, kaedah Wang Jaminan Pelaksanaan akan digunakan secara automatik. Walau bagaimanapun, Kontraktor masih boleh mengemukakan Jaminan Bank/Insurans pada bila-bila masa dan Jabatan dikehendaki mengembalikan semua Wang Jaminan Pelaksanaan yang telah ditahan.

b) **Penukaran Wang Jaminan Pelaksanaan Kepada Jaminan Bank/Insurans Secara Pilihan**

Kontraktor yang memilih Wang Jaminan Pelaksanaan boleh menukar kepada Jaminan Bank/Insurans pada bila-bila masa semasa pelaksanaan projek. Untuk tujuan tersebut Kontraktor dikehendaki mengemukakan Jaminan Bank/Insurans (bersamaan dengan 5% daripada nilai Harga Kontrak Asal) kepada pejabat yang menyelia projek.

Pegawai Penguasa/Wakil Pegawai Penguasa hendaklah memperakukan pelepasan Wang Jaminan Pelaksanaan yang telah ditahan melalui perakuan bayaran interim. Salinan Jaminan Bank/Insurans yang diakui sah hendaklah juga disertakan dan dikemukakan kepada pejabat pembayar.

c) **Penyimpanan Jaminan Bank/Insurans ASAL**

- i) Jaminan Bank/Insurans ASAL tidak lagi perlu dimasukkan ke dalam Dokumen Kontrak bagi membolehkan Jaminan tersebut dipulangkan kepada Kontraktor setelah Perakuan Siap Kerja dikeluarkan. Sebaliknya salinan Jaminan yang '**Diakui Sah**' hendaklah dimasukkan ke dalam dokumen kontrak ASAL dan PENDUA.
- ii) Jaminan ASAL bagi kontrak bernilai tidak melebihi RM2 juta hendaklah disimpan di JPS Negeri/Pejabat Projek manakala bagi kontrak bernilai melebihi RM2 juta, ia hendaklah disimpan di Bahagian Ukur Bahan, Ibu Pejabat JPS. Jaminan ASAL berkenaan hendaklah direkod dan disimpan dengan baik bagi melicinkan proses pelepasan Bon Pelaksanaan kelak.

d) **Pelepasan Bon Pelaksanaan**

i) **Jaminan Bank/Insurans**

50% dari nilai Jaminan Bank/Insurans boleh dilepaskan sebaik saja Perakuan Siap Kerja dikeluarkan. Kontraktor hendaklah dimaklumkan secara bertulis mengenai perkara ini dan menggantikan Jaminan Asal dengan Jaminan baru yang nilainya bersamaan dengan 50% dari Jaminan Asal.

Salinan ASAL hendaklah dipulangkan kepada Kontraktor setelah Jaminan baru diterima.

ii) **Wang Jaminan Pelaksanaan**

Bagi Bon Pelaksanaan dalam bentuk Wang Jaminan Pelaksanaan, 50% boleh terus dilepaskan setelah Perakuan Siap Kerja dikeluarkan. Pelepasan sepenuhnya boleh dibuat sekiranya Kontraktor dapat mengemukakan Jaminan Bank yang bernilai 50% dari nilai Wang Jaminan Pelaksanaan yang Asal.

Baki Bon Pelaksanaan sebanyak 50% hendaklah dilepaskan 12 bulan selepas tamat Tempoh Tanggungan Kecacatan atau setelah Perakuan Siap Memperbaiki Kecacatan dikeluarkan mengikut mana yang terdahulu.

4.0 **PERLINDUNGAN INSURANS DI BAWAH AKTA PAMPASAN PEKERJA (WORKMEN'S COMPENSATION ACT) 1952 DAN AKTA KESELAMATAN SOSIAL PEKERJA 1969**

4.1 **LATARBELAKANG**

Surat Ketua Pengarah Jabatan Buruh Semenanjung Malaysia kepada Ketua Pengarah Jabatan Kerja Raya Malaysia rujukan BSM.30/11/38/1 BHG.22/(142) bertarikh 18 Ogos 1999 menjelaskan bahawa mulai 1 April 1993, Akta Pampasan Pekerja 1952 (Workmen's Compensation Act 1952) tidak lagi terpakai kepada pekerja-pekerja warganegara Malaysia. Pekerja-pekerja Warganegara Malaysia dan penduduk tetap yang bergaji kurang dari RM2,000 sebulan adalah diliputi di bawah Akta Keselamatan Sosial Pekerja 1969. (Penerangan lanjut mengenai perkara ini adalah seperti di dalam surat tersebut di atas yang disertakan bersama-sama ini sebagai **Lampiran 5**).

4.2 **TATACARA PELAKSANAAN**

4.2.1 **Projek Yang Belum Ditender**

a) **Borang Kontrak JKR 203, 203A dan 203N**

Pindaan telah dibuat kepada Fasal 34 dan 35 dalam Borang JKR 203/203A, Lampiran Kepada Syarat-syarat Kontrak serta Fasal 21 dan 22 dalam Borang JKR 203N.

Sila rujuk kepada perkara 35, 36, 38 dan 61 di **Lampiran 1A**, perkara 38, 39, 41 dan 66 di **Lampiran 1B** dan perkara 4 dan 5 di **Lampiran 1E**.

b) **Borang Tender**

Pindaan telah dibuat ke atas Borang Tender JKR sedia ada. Borang Tender yang baru JKR 203B - Pin. JPS 1/2000 bagi Kontrak berdasarkan JKR 203A adalah seperti di **Lampiran 1F** dan Borang Tender JKR 203C - Pin. JPS 1/2000 bagi Kontrak berdasarkan JKR 203 adalah seperti di **Lampiran 1G**.

c) **Surat Setujuterima Tender**

Sila gunakan Surat Setujuterima Tender JKR 203D – Pin. 3/99 (JPS) seperti di **Lampiran 1C**.

d) **Pemberitahuan Penerimaan Tender**

Sila gunakan Surat Pemberitahuan yang telah dipinda seperti di **Lampiran 1D**.

e) **Borang-borang Siri JKR 203N**

Sila buat pindaan kepada borang-borang berikut:

- Borang JKR 203N1 - Batalkan perenggan 5(d)
- Borang JKR 203N2 - Batalkan perenggan 1.6(d)
- Borang JKR 203N4 - Batalkan perenggan 4(d)
- Borang JKR 203N5 - Batalkan perenggan 2(d)

f) **Dokumen-dokumen Lain**

Sila pastikan tiada peruntukan untuk Insurans Pampasan Pekerja dimasukkan dalam kerja-kerja permulaan atau dokumen-dokumen lain.

4.2.2 **Projek Yang Sudah Ditender**

a) **Surat Setujuterima Tender dan Pemberitahuan
Penerimaan Tender Belum Dikeluarkan**

Perkara 5(d) kepada Surat Setujuterima Tender hendaklah dibatalkan (cop `BATAL') dan Pemberitahuan Penerimaan Tender, perkara 5(e) hendaklah dikeluarkan dan digantikan dengan perenggan berikut:

Polisi Pampasan Pekerja

Sila maklum bahawa Insurans Pampasan Pekerja tidak perlu diambil dan potongan dari harga kontrak tuan akan dibuat bagi kos premium untuk insurans tersebut.

b) **Surat Setujuterima Tender Telah Dikeluarkan**

i) **Kontraktor Belum Memperolehi Polisi
Insurans Pampasan Pekerja**

Sila keluarkan surat kepada Kontraktor memaklumkan bahawa Insurans Pampasan Pekerja tidak perlu diambil dan potongan dari harga kontrak akan dibuat bagi kos premium untuk insurans tersebut. Kontraktor hendaklah memberitahu syarikat insurans berkenaan supaya membatalkan permohonan insurans.

ii) **Kontraktor Telah Memperolehi Polisi
Insurans Pampasan Pekerja**

Sila keluarkan surat kepada Kontraktor memaklumkan bahawa Insurans Pampasan Pekerja tidak diperlukan lagi dan potongan dari harga kontrak akan dibuat bagi amaun bayaran balik (refund) yang diperolehi daripada pihak insurans. Kontraktor hendaklah meminta pihak insurans membatalkan polisi berkenaan.

4.2.3 **Kontrak Perkhidmatan**

a) **Tender Belum Dipelawa**

Sila pastikan peruntukan untuk Insurans Pampasan Pekerja dibatalkan/tidak dimasukkan dalam Syarat-syarat Kontrak dan Senarai Keterangan Kerja/Jadual Harga.

b) **Tender Telah Dipelawa/Disetujuterima**

Tindakan yang sama seperti tender kerja hendaklah diambil.

5.0 **KUATKUASA DAN PEMBATALAN**

Surat Pekeliling ini berkuatkuasa dari tarikh ianya dikeluarkan. Dengan berkuatkuasanya Pekeliling ini, surat-surat pekeling berikut adalah dibatalkan:

- 5.1 **Surat Pekeliling JPS. CUB Bil. 1/1992 bertarikh 24 Julai 1992**
Pindaan kepada Borang Kontrak PWD 203 (Revised 10/83), PWD 203A (Revised 10/83), JKR 203B-Pin. 1/82, JKR 203C-Pin. 1/82 dan JKR 203D-Pin. 1/82
- 5.2 **Surat Pekeliling JPS.UB Bil. 3/1993 bertarikh 30 September 1993**
Surat Pemberitahuan Penerimaan Tender
- 5.3 **Surat Pekeliling JPS Bil. 1/1999 bertarikh 18 Februari 1999**
Garis Panduan Penggunaan Wang Jaminan Pelaksanaan

Sekian.

“BERKHIDMAT UNTUK NEGARA”

“CINTAILAH SUNGAI KITA”

(DATO' IR. HJ. KEIZRUL BIN ABDULLAH)

Ketua Pengarah,
Jabatan Pengairan dan Saliran,
Malaysia.

Tarikh: 16 Oktober 2000

Rujukan Fail: (59)dlm. PPS. 10/4/2 BUB Jld.3

SENARAI LAMPIRAN

LAMPIRAN 1A	-	AMENDMENT NO. 1 TO FORM PWD 203 - REV. 10/83
LAMPIRAN 1B	-	AMENDMENT NO. 1 TO FORM PWD 203A - REV. 10/83
LAMPIRAN 1C	-	SURAT SETUJUTERIMA TENDER JKR 203D - PIN 3/99 (JPS)
LAMPIRAN 1D	-	SURAT PEMBERITAHUAN PENERIMAAN TENDER
LAMPIRAN 1E	-	AMENDMENT NO. 1 TO FORM PWD 203N - REV. 10/83
LAMPIRAN 1F	-	BORANG TENDER JKR 203B - PIN JPS 1/2000 (UNTUK JKR 203A)
LAMPIRAN 1G	-	BORANG TENDER JKR 203C - PIN JPS 1/2000 (UNTUK JKR 203)
LAMPIRAN 2	-	ARAHAN KEPADA PENTENDER
LAMPIRAN 3	-	PERUNTUKAN KHAS KEPADA SYARAT-SYARAT KONTRAK JKR203/203A
LAMPIRAN 4	-	CONTOH SENARAI KUANTITI
LAMPIRAN 5	-	SURAT DARIPADA KETUA PENGARAH JABATAN BURUH

JABATAN PENGAIRAN DAN SALIRAN MALAYSIA

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

1. Page 4, footnote (6)

Correct “relevent” to “relevant”.

2. Page 5, sub-Clause 2(c)(i), line 2

Delete comma after the word “S.O.”.

3. Page 5, sub-Clause 2(c)(ii)

Delete comma after the word “S.O.”.

4. Page 5, sub-Clause 3(b), line 2

Substitute “for” after “arising” with “from”.

5. 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”.

6. Page 5, sub-Clause 5 (a) (vi)

Add before the semi-colon, “as referred to in Clause 9(b) hereof”.

7. 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”.

8. Page 6, sub-Clause 5(b), line 9

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

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

9. Page 6, Clause 6, title

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

10. Page 6, Clause 6, line 7

Amend the word “agent” to “Agent”.

11. 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.

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

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

13. 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”

14. Page 7, Clause 10, line 1

Substitute the word “Works” with the word “Site”.

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

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.”

21. Page 9, Clause 21, line 3

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

22. 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 the Contract Drawings, Bills of Quantities and Specifications, and includes the addition, omission or substitution of any work, the alteration of the kind or standard or any of the 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”.

23. Page 10, sub-Clause 25(a), line 3 & 5

Substitute the words “site agent” with the words “Site Agent.”

24. Page 11, Clause 26(a) (ii), line 2

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

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

25. Page 11, Clause 26(a) (iii), line 2

Insert after the word “error”, the phrase “in the prices and/or calculations of the Contractor.”

26. Page 11, Clause 27(d), line 2

Delete the phrase , “otherwise Contract”.

27. Page 12, Clause 28(c)

Add 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 for Nominated Sub-contractors (Form PWD 203N7) or Nominated Suppliers (Form PWD 203P7), as the case may be”.

28. Page 12, Clause 28(e)

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

“The S.O. in issuing Interim Certificate under 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”.

29. 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. in 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;

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

30. Page 12, Clause 28(f) (cont'd)

- (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-contractor 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.

31. Page 12, Clause 28(g)

- 31.1 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”.

31.2 Page 12, Clause 28(g)

Substitute the words “No privity of Contract between Government and” in the side title with the words “No liability of Government to”.

32. Page 14, sub-Clause 33(b), line 5

Insert after the word “Period”, the words “plus 3 1/2 months thereafter”.

33. Page 14, sub-Clause 33(c), line 1

Substitute the word “makes” with the word “make”.

34. Page 14, sub-Clause 33(c), line 4

Delete the word “paid” immediately after the word “amount”.

35. Page 14 and 15, Clause 34

Delete the whole of Clause 34.

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

36. 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”

37. Page 15, Clause 35(b), line 2

Substitute the word “his” with the word “this”.

38. Page 15, Clause 35(d)

Delete the whole of Clause 35(d)

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

Delete the words “temporary buildings”.

40. 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 an approved Banker’s or 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 hen 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 Contact”.

41. 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 peicemeal as and when they are acquired and sub-Clause 38(e) shall not apply in such case”.

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

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

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

43. Page 18, Clause 42, line 2

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

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

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

45. Page 19, sub-Clause 45(a), line 2

Substitute the word “after” with the words “from the”.

46. Page 20, sub-Clause 47(a), lines 1,5, and 8

Substitute the word “Works” with the word “Site”.

47. Page 20, sub-Clause 47(a), line 2

Substitute the words “use thereon” with the word “incorporation into the Works”.

48. 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”.

49. Page 20,sub-Clause 47(c), line 3

Substitute the word “seventy-five (75)” with the word “ninety (90)”.

50. Page 20, sub-Clause 47(c), line 4

Substitute the words “use thereon” with the words “incorporation into the Works”.

51. Page 20, sub-Clause 47(c), lines 4 and 8

Substitute the word “Works” with the word “Site”.

52. Page 20, Clause 47

Insert after Clause 47(c) the new Clause 47(c) 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”.

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

53. Page 20, sub-Clause 47(d), line 3

Substitute the word “will” with the word “shall”.

54. Page 21, Clause 50, line 4

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

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

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

56. 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 charges 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.

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

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

58. Page 23, sub-Clause 54(c), line 8

Substitute the word “arbitration” with the word “Arbitration”

59. Page 24, sub-Clause 3(a)(ii), line 1

Substitute the word “Officer” with the word “Officer(s)”

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

60. Page 24, sub-Clause 33(a) and 36(b)
Delete the word “Clause”
61. Page 24, Clause 34
Delete the whole of reference to Clause 34 in the Appendix to the Conditions of Contract on page 24.
62. Page 24, Clause 36
Insert between the second and third lines, the following :-
Total Amount Insured RM
63. Page 25, sub-Clause 54(h), line 2
Substitute the word “any” with the word “an”
64. 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(b), line 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
65. Wherever the expression ‘Liquidated and Ascertained Damages’ appears, it shall be substituted with ‘Liquidated Damages’.

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-contractor 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 an approved Banker’s or 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 Contact”.

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’.

LAMPIRAN 1C

(J.K.R. 203D-Pin.3/99(JPS))

KONTRAK NO: tahun 20 untuk

kerja-kerja yang disebutkan di bawah ini dibuat pada haribulan tahun

..... oleh pihak-pihak yang bertandatangan di bawah ini, merujuk kepada Surat Setujuterima Tender yang menjadi sebahagian daripada kontrak tersebut dan yang hendaklah dibacakan dan diertikan sedemikian.

.....
Tandatangan Kontraktor

.....
Tandatangan Pegawai

Nama Penuh:

Nama Penuh:

No. K/P:

Jawatan:

Atas Sifat:

Yang diberikuasa dengan sepenuhnya
untuk menandatangani untuk dan
bagi pihak:

Untuk dan bagi pihak KERAJAAN

.....
Meteri atau Cop Kontraktor

Saksi :

Saksi :

Nama Penuh :

Nama Penuh :

No. K/P :

Jawatan :

Pekerjaan :

Alamat :

Alamat :

KERAJAAN MALAYSIA
JABATAN PENGAIRAN DAN SALIRAN
SURAT SETUJUTERIMA TENDER

Ruj:

Pejabat:.....

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

Tarikh :

Kepada :

.....

.....

(Kontraktor)

(Berdaftar dengan PKK dalam Kelas " ")

Tuan,

Tender Untuk :

Dengan ini adalah diberitahu bahawa Tender tuan bagi kerja-kerja tersebut di atas berharga

Ringgit Malaysia:

iaitu RM telah dipersetujui, tertakluk kepada had, syarat dan perjanjian dalam Dokumen Tender yang menjadi asas Tender ini dan juga kepada surat ini.

2. Tuan dikehendaki melaksanakan Perjanjian Kontrak yang formal dalam sedikit masa lagi. Bagaimanapun, sehinggalah Perjanjian Kontrak yang formal itu dilaksanakan, Tender tuan berserta Surat Setujuterima Tender ini akan menjadi kontrak yang sah mengikat di antara tuan dan Kerajaan.

3. Tuan akan diberitahu bila Dokumen Kontrak siap sedia untuk ditandatangani. Bagaimanapun, sebelum Dokumen Kontrak ditandatangani, harga dan kadar harga dalam Jadual Kadar Harga dan/atau Ringkasan Tender atau Senarai Kuantiti, mengikut mana yang berkenaan, hendaklah diteliti dan diselaraskan oleh Pegawai Penguasa tentang kemunasabahannya tetapi Jumlah Harga Kontrak seperti tersebut di atas hendaklah tetap tidak berubah.

4. Tuan dikehendaki menyatakan pilihan kaedah Bon Pelaksanaan sama ada:
- (i) Jaminan Bank atau
 - (ii) Jaminan Insurans (bagi kontrak kerja yang bernilai RM1 juta ke bawah sahaja) atau
 - (iii) Wang Jaminan Pelaksanaan yang dikenakan potongan sebanyak sepuluh peratus (10%) daripada setiap bayaran interim sehingga mencapai jumlah lima peratus (5%) Harga Kontrak.
5. Sebelum memulakan kerja-kerja, tuan adalah dikehendaki menyerahkan kepada Kerajaan atau Pegawai Penguasa perkara-perkara berikut:
- (a) Bon Pelaksanaan sebanyak RM (merupakan 5% daripada Harga Kontrak Asal) secara Jaminan Bank atau Jaminan Insurans yang diluluskan (*Bagi Kontraktor yang memilih kaedah Jaminan Bank atau Jaminan Insurans sahaja*).
 - (b) Polisi Insurans Tanggungan Awam (iaitu insurans terhadap bencana kepada orang-orang dan kerosakan kepada harta), nilai insurans tidak kurang daripada RM
 - (c) Nombor-nombor pendaftaran di bawah Skim Keselamatan Sosial Pekerja (PERKESO).
 - (d) Polisi Insurans Kerja tidak kurang daripada RM

Dengan syarat bahawa bagi memulakan kerja-kerja dan bukan maksud lain, tuan boleh menyerahkan Bon Pelaksanaan dan Nota Liputan bagi maksud polisi-polisi insurans tersebut dan resit-resit premium yang telah dibayar itu kepada Pegawai Penguasa.

6. Bagaimanapun tuan dikehendaki menyerahkan Polisi Insurans untuk kerja-kerja dan segala polisi Insurans lain yang berkenaan (jika belum diserahkan) mengikut perenggan 5 di atas, sebelum melaksanakan Perjanjian Kontrak yang formal.

7. Sekiranya tuan memilih kaedah di para 4(i) atau 4(ii) atau tidak menyatakan mana-mana pilihan, Kerajaan berhak secara automatik melaksanakan kaedah Wang Jaminan Pelaksanaan jikalau pada tarikh milik tapak yang ditetapkan tuan gagal mengemukakan Bon Pelaksanaan seperti di para 4(i) atau 4(ii).

8. Tarikh milik tapak bina, seperti yang disebutkan dalam Syarat-syarat Kontrak, ialah pada tetapi tiada apa-apa kerja di bawah Kontrak ini boleh dimulakan kecuali dan sehingga tuan mematuhi peruntukan-peruntukan di bawah perenggan 5 surat ini.

9. Kegagalan tuan memulakan kerja dalam tempoh dua (2) minggu dari tarikh milik tapak setelah nota liputan bagi maksud polisi insurans dan resit-resit premium dikemukakan akan mengakibatkan pengambilan kerja tuan di bawah Kontrak ini ditamatkan sejajar dengan Fasal 51(b)(i) Syarat-syarat Kontrak

10. Berdasarkan kepada Tempoh Siap Kerja yang ditenderkan selama minggu,

Tarikh Siap untuk seluruh kerja-kerja di bawah kontrak ini ialah

11. Surat ini dihantar kepada tuan dalam tiga (3) salinan (termasuk satu (1) salinan Asal). Sila kembalikan salinan Asal dan satu salinan yang telah ditandatangani oleh tuan dan disaksikan

dengan sempurna di ruang yang berkenaan ke pejabat

dalam tempoh hari dari tarikh penerimaan surat ini dan simpan satu salinan.

.....
(Tandatangan Pegawai)

Nama Penuh:

Jawatan:

Untuk dan bagi pihak Kerajaan.

Dengan ini yang bertandatangan di bawah ini mengaku penerimaan surat di atas dan salinannya telah disimpan.

.....
Tandatangan Kontraktor

Nama Penuh:

No. K/P :

Atas Sifat:

Diberikuasa dengan sepenuhnya untuk menandatangani untuk dan bagi pihak

.....
Meteri atau Cop Kontraktor

Tarikh:

.....
Tandatangan Saksi

Nama Penuh:

No.K/P :

Pekerjaan :

Alamat:

s.k.: Kementerian Kewangan,
Bahagian Pengurusan Kontrak dan Bekalan,
Jalan Duta,
Kuala Lumpur.

Ketua Setiausaha
Kementerian Pertanian Malaysia.
(Bahagian Kewangan & Akaun)

Unit Audit Dalam,
Kementerian Pertanian Malaysia,
Wisma Tani,
Jalan Sultan Salahuddin,
50624 Kuala Lumpur.

Ketua Audit Negara,
Jabatan Audit, Jln. Cenderasari,
50518 Kuala Lumpur.

Ketua Pengarah,
Lembaga Hasil Dalam Negeri,
Blok 11, Tingkat 15,
Kompleks Bangunan Kerajaan,
Jalan Duta,
50600 Kuala Lumpur.

Pusat Khidmat Kontraktor,
.....

Ketua Eksekutif,
Lembaga Pembangunan Industri Pembinaan Malaysia,
7 th. Floor, Grand Seasons Avenue,
72, Jalan Pahang,
53000 Kuala Lumpur.

Pengarah
Ibu Pejabat JPS Malaysia.

Pengarah Ukur Bahan,
Ibu Pejabat JPS, Malaysia.

LA-Lamp1C

(POS BERDAFTAR)

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

Tuan,

PEMBERITAHUAN PENERIMAAN TENDER

Kontrak No :

Tajuk Kerja :
.....

Adalah saya dengan sukacitanya memaklumkan bahawa tender tuan berharga
RM(Ringgit Malaysia
.....telah dipersetujui oleh Lembaga
Perolehan untuk disetujuterima.

- ... 2. Bersama-sama ini disertakan:-
- (a) Surat Setujuterima Tender (J.K.R. 203D - Pin.3/99(JPS)) - Asal & dua salinan.
 - (b) Borang Jaminan Bank / Jaminan Insurans untuk Bon Pelaksanaan
 - (c) Borang Jaminan Bank / Jaminan Insurans untuk Bayaran Pendahuluan
 - (d) Borang CIDB L1/96 (Sila hantar terus kepada pihak CIDB).

3. Sila kembalikan ke pejabat, salinan Asal dan satu salinan Surat Setujuterima Tender (J.K.R. 203D - Pin.3/99(JPS)) setelah ditandatangani dalam tempoh hari dari tarikh penerimaan surat ini dan simpan satu salinan.

4. **Maklumat Penting Mengenai Kontrak**

Sila maklum tentang perkara-perkara berikut:-

- (a) Tarikh Milik Tapak Bina
- (b) Tempoh Siap Kerja
- (c) Tarikh Siap Kerja
- (d) Tempoh Liabiliti Kecacatan
- (e) Pegawai Penguasa

5. Tuan dikehendaki membuat pilihan kaedah Bon Pelaksanaan sama ada:

- (a) Jaminan Bank atau
- (b) Jaminan Insurans (bagi kontrak kerja yang bernilai RM 1 juta ke bawah sahaja) atau
- (c) Wang Jaminan Pelaksanaan yang dikenakan potongan sebanyak (10%) daripada setiap bayaran interim sehingga mencapai jumlah lima peratus (5%) daripada harga kontrak.

6. **Syarat Mula Kerja**

Sebelum tuan dibenarkan memulakan kerja-kerja di atas, tuan adalah diarahkan untuk mengambil dan mengemukakan ke pejabat seperti di para 3 di atas dokumen-dokumen seperti berikut:

- (a) **Bon Pelaksanaan** (Performance Bond)

Bon Pelaksanaan ialah lima peratus (5%) daripada jumlah harga kontrak iaitu

RM..... Tuan adalah dikehendaki untuk mengambil Bon Pelaksanaan dalam bentuk Jaminan Bank / Jaminan Insurans dengan menggunakan borang yang dinyatakan di para 2(b) di atas. Sila kemukakan yang asal dan dua (2) salinan ke pejabat seperti di para 3 di atas setelah tindakan diambil (*abaikan keseluruhan perenggan ini jika tuan membuat pilihan Bon Pelaksanaan di dalam bentuk Wang Jaminan Pelaksanaan*).

....3/-

Sekiranya tuan memilih kaedah di para 5(a) atau 5(b) atau tidak menyatakan mana-mana pilihan, Kerajaan berhak secara automatik melaksanakan kaedah Wang Jaminan Pelaksanaan jikalau pada Tarikh Milik Tapak Bina yang ditetapkan tuan gagal mengemukakan Bon Pelaksanaan seperti di para 5(a) atau 5(b). Tuan boleh memulakan kerja-kerja setelah Nota Liputan bagi maksud polisi Insurans tersebut dan resit-resit premium yang telah dibayar itu diserahkan kepada Pegawai Penguasa.

(b) **Polisi Insurans Tanggungan Awam (Public Liability Policy)**

Polisi ini hendaklah dikeluarkan oleh Syarikat Insurans yang diakui dan diambil di atas nama Kerajaan Malaysia dan Kontraktor untuk tanggungan minimum

bernilai RM bagi satu kemalangan atau siri kemalangan yang berbangkit dari satu kejadian. Liputan bilangan kemalangan hendaklah tidak terhad. Tempoh insurans hendaklah sekurang-kurangnya dari tarikh

..... hingga (meliputi tempoh kontrak, tempoh liabiliti kecacatan dan 3 bulan 14 hari selepasnya).

(c) **Polisi Insurans Kerja (Insurance of Works)**

Polisi ini hendaklah dikeluarkan oleh Syarikat Insurans yang diakui dan diambil di atas nama Kerajaan Malaysia dan Kontraktor berharga

RM bermula dari tarikh hingga (tempoh kontrak) untuk menanggung liabiliti seperti yang dinyatakan dalam fasal 36 Syarat-syarat Kontrak.

(d) **Skim Keselamatan Sosial Pekerja (Social Security Scheme)**

Sila kemukakan nombor kod majikan di bawah skim PERKESO

Bagi perkara (b) dan (c) di atas, adalah memadai jika tuan mengemukakan Nota Liputan (Cover Note) bagi polisi- polisi insurans dan resit-resit premium yang telah dibayar, bagi tujuan memulakan kerja sahaja.

7. **Bayaran Pendahuluan**

Tuan boleh memohon untuk mendapatkan Bayaran Pendahuluan berjumlah tidak

melebihi RM iaitu lima belas peratus (15%) daripada nilai kerja pembina (harga tidak termasuk Wang Kos Prima dan Peruntukan Sementara).

Tuan hendaklah mengambil cagaran dalam bentuk Jaminan Bank dengan menggunakan borang yang disertakan bersama ini. Sila kembalikan yang asal serta dua salinan lain ke pejabat seperti di para 3 di atas setelah tindakan diambil.

...4/-

8. Sila hubungi pejabat berkenaan di bawah untuk mendapatkan maklumat lanjut mengenai:-
- (a) Polisi-polisi insurans dan)
penyediaan dokumen kontrak)
 - (b) Pelan-pelan, spesifikasi)
dan hal-hal teknikal)
 - (c) Tapak Bina)
9. Tuan adalah dinasihatkan supaya mempercepatkan tindakan bagi perkara-perkara di atas supaya kerja dapat dimulakan pada Tarikh Milik Tapak Bina dan Dokumen Kontrak dapat disediakan dengan segera.
10. Kegagalan tuan memulakan kerja dalam tempoh dua (2) minggu dari Tarikh Milik Tapak Bina setelah nota liputan bagi maksud polisi insurans dan resit-resit premium dikemukakan akan mengakibatkan pengambilan kerja tuan di bawah Kontrak ini ditamatkan sejajar dengan Fasal 51(b)(i) Syarat-syarat Kontrak

Sekian, terima kasih.

"BERKHIDMAT UNTUK NEGARA"
"CINTAILAH SUNGAI KITA"

Saya yang menurut perintah,

()
b.p.: Ketua Pengarah,
Jabatan Pengairan dan Saliran,
Malaysia.

s.k.: - Pengarah Bahagian,
Ibu Pejabat JPS, Malaysia.

- Pengarah Pengairan dan Saliran,
Negeri

JABATAN PENGAIRAN DAN SALIRAN MALAYSIA

AMENDMENT NO. 1 TO FORM PWD 203N – REV. 10/83

1. Page 10, Clause 3

Insert new Clause 3(c) as follows:

Provided always that nothing in this Sub-contract contained shall impose any liability on the Nominated Sub-contractor in respect of any negligence or breach of duty on the part of the Government, the Contractor, his other Sub-contractors of their respective servants or agents.

2. Page 18, Clause 15

Substitute the whole of Clause 15 with the new Clause 15 as follows:

In the event of default being made in the payment of any money in respect of wages, a claim of which has been filed in an office of the Department of Labour, and/or in payment of Employee's Provident Fund Contributions of any workmen employed by the Nominated Sub-contractor in and for the performance of this Sub-contract, than the S.O. having satisfied himself with proof thereof furnished to him shall, upon the failure of the Nominated Sub-contractor to pay the said money, make payment of such claim to the Direct-General of Labour and/or Employee's Provident Fund Board, as the case may be, out of any monies at any time due to the Nominated Sub-contractors under this Sub-contract and such payment shall be deemed to be a payment made to the Nominated Sub-contractor by the Government under and by virtue of his Sub-contract.

3. Page 25, Clause 20(d)

Substitute the whole of Clause 20(d) with the new Clause 20(d) as follows:

Should the Nominated Sub-contractor makes default in renewing such insurance as are necessary under this Condition, the Contractor may renew such insurance as aforesaid and the Nominated Sub-contractor shall pay or allow to the Contractor a sum equivalent to the amount of premiums paid.

4. Page 26 & 27, Clause 21

Delete the whole of Clause 21

AMENDMENT TO FORM PWD 203N – REV. 10/83 (CONT'D)

5. Page 26, Clause 22

Substitute the whole of Clause 22 on page 26 with the new Clause 22 as follows:

‘The Nominated Sub-contractor shall submit the Code Number and Social Security of all workers on site required to be covered under the Employees’ Social Security Act 1969 to the S.O. for checking.

6. Page 28, Clause 23(b)

Substitute the whole of Clause 23(b) 28 with the new Clause 23(b) as follows:

In the event of any loss or damage by fire, lightning, explosion, storm, tempest, flood, ground subsidense, bursting or over-flowing of water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped therefrom riot and civil commotion being caused to the Sub-contract Works (including any of the materials and goods of the Nominated Sub-contractor properly delivered on the Site for use in the Sub-contract Works) the Nominated Sub-contractor to the extent of such loss or damage, shall be paid the full value of the same, such value to be calculated in accordance with Clause 17 hereof.

7. Page 40, Clause 28(c)(iv)

Substitute the whole of Clause 28(c)(iv) with the new Clause 28(c)(iv) as follows:

The Nominated Sub-contractor shall allow or pay the Contractor the amount of damage suffered and/or of loss and expense, including any extra expense, in the completion of the Sub-contract Works incurred by him by reason of the determination of the employment of the Nominated Sub-contractor under this Clause.

8. Page 40, Clause 29

Substitute the whole of Clause 29 with the new Clause 29 as follows:

If for any reason the Contractor’s employment under the Main Contract is determined (whether due to any default of the Contractor or otherwise) then the employment of the Nominated Sub-contract shall thereupon also be determined.

AMENDMENT TO FORM PWD 203N – REV. 10/83 (CONT'D)

9. Page 42, Clause 30

Substitute the whole of Clause 30 with the new Clause 30 as follows:

Subject to Clause 33 hereof, the amount certified as due to the Nominated Sub-contractor in any Interim Certificate issued by the S.O. in accordance with the relevant provisions in the Main Contract shall within the period for honouring payment certificates stipulated in the Main Contract be paid by the Government direct to the Nominated Sub-contractor. Nothing in this Clause nor anything else contained in this Sub-contract shall render the Government in any way liable to the Nominated Sub-contractor.

10. Page 44, Clause 31(b)

Delete the whole of Clause 31(b).

11. Page 45, Clause 32(b)

Substitute the whole of Clause 32(b) with the new Clause 32(b) as follows:

Subject to Clause 33 hereof, the amount certified as due to the Nominated Sub-contractor in the Final Certificate issued by the S.O. in accordance with the relevant provisions in the Main Contract shall be paid by the Government direct to the Nominated Sub-contractor.

12. Page 46, Clause 33

Substitute the whole of Clause 33 with the new Clause 33 as follows:

CONTRACTOR'S RIGHT TO SET-OFF

- (a) The Contractor shall be entitled to be paid and the Government may pay to the Contractor out of any money otherwise due to the Nominated Sub-contractor any amount the Government or the S.O. on its behalf in exercise of any right under the Main Contract has deducted from any money due to the Contractor and such deduction is in respect of some act or default solely of the Nominated Sub-contractor, his servants or agents.

AMENDMENT TO FORM PWD 203N – REV. 10/83 (CONT'D)

- (b) The Contractor shall be entitled to be paid and the Government may pay to the Contractor out of any money otherwise due to the Nominated Sub-contractor any amount agreed by the Nominated Sub-contractor as due to the Contractor and/or any amount awarded in arbitration or litigation in favour of the Contractor and which arises out of or under this Sub-contract. Provided always that the Contractor shall have notified the S.O. of any such agreed amount or award (together with a copy of the consent or agreement of the Nominated Sub-contractor or the award) not less than fourteen (14) days before the date of issue by the S.O. of the Interim or Final Certificate under the relevant provisions of the Main Contract.
- (c) The Contractor shall be entitled to be paid and the Government may pay to the Contractor out of any money otherwise due to the Nominated Sub-contractor to amount of any claim for loss and/or expense actually incurred by the Contractor by reason of any breach of failure to observe the provisions of the Sub-contract by the Nominated Sub-contractor. Provided always that :-
- i) the amount of such loss and/or expense shall have been quantified in detail and with reasonable accuracy by the Contractor; and
 - ii) the Contractor shall have given to the Nominated Sub-contractor notice in writing a copy to the S.O. specifying the breach or failure and the amount quantified in Clause 33(c)(i) hereof, not less than forty five (45) days before the issue by the S.O. of any Interim or the Final Certificate under the relevant provisions of the Main Contract; and
 - iii) The Nominated Sub-contractor shall not have given to the Contractor notice of his disagreement in accordance with Clause 33(d) hereof.
- (d) If the Nominated Sub-contractor disagrees with the amount (or any part thereof) Claimed by the Contractor, the Nominated Sub-contractor may within twenty eight (28) days of receipt of the notice given by the Contractor under Clause 33 (c)(ii) hereof give to the Contractor a notice in writing with a copy to the S.O, setting out the reasons for his disagreement. Upon receipt of a copy of the notice of disagreement from the Nominated Sub-contractor, the S.O. shall give an interim decision in respect of the amount disputed as follows :-
- i) be paid to the Contractor; or
 - ii) be paid to the Nominated Sub-contractor; or
 - iii) any combination of (i) and (ii) above.

AMENDMENT TO FORM PWD 203N – REV. 10/83 (CONT'D)

The interim decisions of the S.O. including any review or revision of the same by him in accordance with Clause 33 (e) hereof, which shall be in writing, shall be binding on the Contractor and the Nominated Sub-contractor, and shall be given effect to in Interim Certificates or the Final Certificate issued by the S.O. under the relevant provisions of the Main Contract.

- (e) In respect of any dispute which affects in Interim Certificate and for which the S.O. has given an interim decision under Clause 33(d) hereof, the S.O. shall have the power to review or review the same in any subsequent Interim or the Final Certificate issued by him under the relevant provisions of the Main Contract unless notice of dissatisfaction has been given by the Contractor or the Nominated Sub-contractor in accordance with Clause 33(f) hereof or unless the dispute has been determined by arbitration or litigation or settled by agreement between the Contractor and the Nominated Sub-contractor.
- (f) If the S.O. fails to give an interim decision for a period of fourteen (14) days after receipt by him of the notice of disagreement from the Nominated Sub-contractor under Clause 33(d) hereof or if either the Contractor or the Nominated Sub-contractor be dissatisfied with an interim decision of the S.O. given under Clause 33(d) hereof or any review or revision of the same under Clause 33(e) hereof, then the Contractor or the Nominated Sub-contractors as the case may be, after the expiration of the fourteen (14) days after receipt by the S.O. of the notice of disagreement from the Nominated Sub-contractor or after receipt of the interim decision of the S.O. or any review or revision by him of the same, may at any time but not less than forty five (45) days before the issue by the S.O. of the Final Certificate under the relevant provision of the Main Contract, refer the dispute or dissatisfaction for a final decision of the S.O. in accordance with Clause 35 hereof.
- (g) Any amount paid to the Contractor in accordance with this Clause shall be deemed to be a payment to the Nominated Sub-contractor under this Sub-contract.

13. Page 48, Clause 35(a) (iii)

‘any dispute referred to under Clause 33(d) hereof’.

BORANG INI HENDAKLAH DIGUNAKAN JIKA KUANTITI
MENJADI SEBAHAGIAN DARIPADA KONTRAK

(THIS FORM IS TO BE USED WHERE QUANTITIES FORM
PART OF THE CONTRACT)

Kontrak No.....tahun 20.....

Contract No Of

bagi Kerja-Kerja tersebut di bawah ini yang dibuat pada
haribulan.....tahun oleh pihak-pihak yang bertandatangan di bawah ini, adalah
berhubung dengan Borang Tender ini yang menjadi sebahagian daripada Kontrak tersebut dan yang
hendaklah dibaca dan diertikan sedemikian.

*for the under-mentioned Works entered into on the day of by the undersigned
parties, refers to this Form of Tender which is and shall be read and construed as part of the said Contract.*

.....
.....

Tandatangan Kontraktor
Signature of Contractor

(Nama Penuh.....)
Name in Full

No. Kad Pengenalan
Identity Card No.

Atas sifat.....
In the capacity of
yang diberikuasa dengan sepenuhnya
untuk menandatangani untuk dan bagi pihak
*duly authorised to sign for and on
behalf of*

.....
Meteri atau Cop Kontraktor
Contractor's seal or chop

Saksi
Witness

(Nama Penuh.....)
Name in Full

No. Kad Pengenalan
Identity Card No.

Pekerjaan
Occupation

Alamat
Address

Tandatangan Pegawai
Signature of Officer

(Nama Penuh
.....)
Name in Full

Jawatan.....
.
Designation

Untuk dan bagi pihak KERAJAAN
*For and on behalf of
GOVERNMENT*

Saksi
Witness

(Nama Penuh)
Name in Full

Jawatan
Designation

KERAJAAN
JABATAN PENGAIRAN DAN SALIRAN

BORANG TENDER
(FORM OF TENDER)

TENDER BAGI
TENDER FOR

mengikut Pelan-Pelan No
in accordance with Drawings No.

dan lain-lain pelan terperinci yang diberi untuk menerangkannya.
and any other detail drawings supplied in amplification thereof.

Salinan-salinan Dokumen Meja Tender yang merangkumi Perjanjian Kontrak, Pelan-Pelan tersebut di atas, Senarai Kuantiti dan/atau Spesifikasi dan Dokumen Tender yang lain boleh dilihat di tempat yang dinyatakan dalam Notis Tender dalam masa waktu pejabat pada mana-mana hari bekerja hingga tarikh akhir yang ditetapkan bagi penyerahan tender.

Copies of the Tender Table Documents comprising the Contract Agreement, the above-mentioned Drawings, Bills of Quantities and/or Specification and other Tender Documents may be seen at the place specified in the Tender Notice during office hours on any working day until the final date fixed for the submission of tenders.

-
Kepada:
To

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

(Pihak menerima tender)
(Party receiving the tender)

TUAN,

Di bawah dan tertakluk kepada Syarat-Syarat Membuat Tender yang dilampirkan bersama ini, yang bertandatangan di bawah ini adalah dengan ini membuat tender dan menawarkan untuk melaksana dan menjalankan Kerja-Kerja dan peruntukan-peruntukan dan membekalkan semua buruh, bahan dan loji dan segala benda dari tiap-tiap jenis yang masing-masing disebut, ditunjuk, diperihal dan dimaksudkan dalam, atau yang hendaklah ditakrifkan daripada Dokumen Tender, yang hendaklah dilaksanakan dan dibekalkan oleh pihak Kontraktor, bagi Kerja-Kerja yang diperihalkan di atas, dengan menepati Dokumen Tender tersebut bagi jumlah wang pukat yang disebutkan di bawah ini.

Under and subject to the Conditions of Tendering annexed hereto, the undersigned does hereby tender and offer to execute and perform the Works and provisions and supply all labour, materials and plants and everything of every kind respectively named, shown, described and alluded to in, or to be inferred from the Tender Documents, to be executed and supplied on the part of the Contractor, for the Works above described, in conformity with the said Tender Documents for the lump sum named herein below.

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

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

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

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

4. Jumlah amaun Tender ini ialah jumlah wang pukal sebanyak Ringgit

The total amount of the Tender is the lump sum of Ringgit

.....
.....
iaitu, RM.....
i.e.

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

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

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

6. Bahawasanya adalah diketahui bahawa Kerajaan sentiasa berhak menyetujuterima atau menolak Tender ini, sama ada ianya lebih rendah atau lebih tinggi daripada tender-tender yang lain, atau sama amaunnya. Yang bertandatangan di bawah ini bersetuju yang Tender ini akan berterusan sah dan tidak akan ditarik balik dalam tempoh sembilan puluh (90) hari dari tarikh akhir yang ditetapkan bagi penyerahan tender dan bersetuju bahawa tiada apa-apa had, syarat atau janji lain akan dikenakan oleh kami selepas tarikh tersebut.

Whereas it is understood that the Government reserves the right to accept or to refuse this Tender, whether it be lower or higher than any other tender, or of the same amount. The undersigned agrees that this Tender shall remain valid and shall not be withdrawn within ninety (90) days from the final date fixed for the submission of tenders and agrees that no other term, condition or stipulation shall be imposed by us after the said date

7. Yang bertandatangan di bawah ini berniat, jika Tender ini disetujuterima, memilih salah satu daripada bentuk Bon Pelaksanaan seperti berikut:

The undersigned intends, in the event of acceptance of this Tender, to choose one of the following forms of Performance Bond:

- * i) Jaminan Bank
Bank Guarantee
- * ii) Jaminan Insurans (bagi kontrak kerja yang bernilai RM 1 juta ke bawah sahaja)
Insurance Guarantee (only for works contract with a value of RM 1 million and below)
- *iii) Wang Jaminan Pelaksanaan yang dikenakan potongan sebanyak sepuluh peratus (10%) daripada setiap bayaran interim sehingga mencapai jumlah lima peratus (5%) daripada Jumlahwang Kontrak.
Performance Guarantee Sum whereby ten percent (10%) of each interim payment shall be deducted until the total amount deducted aggregate to a sum equivalent to five percent (5%) of the original Contract Sum.
- * **Pentender dikehendaki memotong yang tidak berkenaan.**
The tenderer shall delete whichever is not applicable

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

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

- (a) Bon Pelaksanaan (jika pentender memilih kaedah Jaminan Bank atau Jaminan Insurans sahaja);
Performance Bond (if the tenderer opts for Bank or Insurance Guarantee);
- (b) Polisi Insurans Tanggungan Awam (iaitu insurans terhadap bencana kepada orang-orang dan kerosakan kepada harta) atau Nota Liputan berserta dengan resit bagi premium yang telah dibayar;
Insurance Policy for Public Liability (ie. insurance against injury to persons and damage to property) or the Cover Notes together with receipts of premium paid in respect thereof;
- (c) Nombor pendaftaran di bawah Skim Keselamatan Sosial Pekerja (PERKESO);
Registration number under Employee's Social Security (SOCSO) Scheme;
- (d) Polisi Insurans Kerja atau Nota Liputan berserta dengan resit bagi premium yang telah dibayar.
Insurance Policy for works or Cover Notes together with receipts of premium paid in respect thereof.

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

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

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

The undersigned hereby also agrees that this Form of Tender together with the Letter of Acceptance of Tender (if any) shall constitute a binding contract between us notwithstanding that a formal Contract Agreement has not been executed.

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

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

11. Yang bertandatangan di bawah ini bersetuju bahawa:

The undersigned agrees that:

- (a) jika Tender ini ditarik balik sebelum tamatnya Tempoh Sah Tender atau apa-apa tempoh lanjutan, atau
if this Tender is withdrawn before the expiry of the Tender Validity Period or any extended period thereof, or
- (b) jika yang bertandatangan di bawah ini mengenakan apa-apa had, syarat atau janji tambahan kepada Tender ini selepas tarikh akhir yang ditetapkan bagi penyerahan tender atau
if the undersigned imposes any additional term, condition or stipulation to the Tender after the final date fixed for the submission of tenders, or
- (c) jika sekiranya Tender telah disetujuterima, yang bertandatangan di bawah ini enggan dan tidak melaksanakan Perjanjian Kontrak yang formal atau mendeposit Bon Pelaksanaan (jika pentender memilih kaedah Jaminan Bank atau Jaminan Insurans sahaja); sebagaimana dikehendaki oleh Syarat-Syarat Kontrak atau tidak meneruskan Kerja-Kerja, maka, dalam mana-mana hal itu, tanpa menyentuh apa-apa hak lain yang ada padanya, Kerajaan sentiasa berhak mengambil tindakan tatatertib terhadap yang bertandatangan di bawah ini atau membatalkan pendaftaran yang bertandatangan di bawah ini sebagai Kontraktor Kerajaan, sebagaimana difikirkan perlu oleh Kerajaan
in the event that the Tender having been accepted, the undersigned refuses and fails to execute the formal Contract Agreement or to deposit the Performance Bond (if the tenderer opts for Bank or Insurance Guarantee); as required by the Conditions of Contract or fails to proceed with the Works, then, in any of such event, without prejudice to any other rights it may possess, the Government reserves the right to take disciplinary action against the under signed or to cancel the registration of the undersigned as a Government Contractor, as the Government deems fit.

Bertarikh pada..... haribulan....., tahun.....
Dated this day of , year

.....
Tandatangan Pentender
Signature of Tenderer

Nama Penuh :
Name in full

No. Kad Pengenalan:
Identity Card No.

Atas sifat :
In the capacity of

yang diberikuasa dengan sepenuhnya
untuk menandatangani Tender ini untuk
dan bagi pihak:
*duly authorised to sign this Tender for
and on behalf of:*

.....
Meteri atau Cop Pentender
Tenderer's seal or chop

Saksi:
Witness

Nama Penuh:
Name in full

No. Kad Pengenalan:
Identity Card No.

Pekerjaan:.....
Occupation

Alamat:
Address

.....

SYARAT-SYARAT MEMBUAT TENDER
(CONDITIONS OF TENDERING)

1. Keseluruhan Kerja-Kerja yang dinyatakan dalam Dokumen Tender yang ditunjukkan di atas Meja Tender (kemudian dari ini disebut "Dokumen Meja Tender") akan diberi secara Kontrak.

The whole of the Works set forth in the Tender Documents exhibited on the Tender Table (hereinafter referred to as the "Tender Table Documents") will be let on Contract.

2. (a) Tiap-tiap pentender mestilah menyerahkan, dalam suatu sampul surat bertutup dan bermeteri yang dialamatkan sebagaimana ditetapkan dalam Notis Tender, suatu tender yang sah dalam Borang Tender yang diperuntukkan, bersama dengan salinan Senarai Kuantiti yang diisi dan ditandatangani dengan sempurnanya. Borang Tender yang tak lengkap atau tak bertandatangan akan ditolak.
Each tenderer must submit, enclosed and sealed in an envelope addressed as stipulated in the Tender Notice, a genuine tender on the Form of Tender provided, together with the copy of the Bills of Quantities duly filled in and signed. Form of Tender which is incomplete or unsigned shall be disqualified.

- (b) Tiap-tiap pentender mestilah mencatatkan, dalam ruang yang diperuntukkan dalam Borang Tender, masa yang akan dikehendakinya bagi menyiapkan Kerja-Kerja itu.
Each tenderer must enter, in the space provided on the Form of Tender, the time he will require to complete the Works.

- (c) Pentender hendaklah meletakkan harga dalam Senarai Kuantiti yang hendaklah diisi dengan dakwat dan ditandatangani dengan sempurnanya oleh pentender. Kadar harga dan harga dalam Senarai Kuantiti hendaklah diteliti dan diselaraskan (jika perlu) oleh Pegawai Penguasa tentang kemunasabahannya tetapi Jumlahwang Tender hendaklah tetap tak berubah
The tenderer shall price the Bills of Quantities which shall be duly filled in ink and signed by the tenderer. The rates and prices in the Bill of Quantities shall be scrutinized and adjusted (if necessary) by the Superintending Officer as to their reasonableness but the Tender Sum shall remain unaltered.

3. Jika mana-mana pentender:
If any tenderer shall:

- (a) menarik balik tendernya sebelum tamat Tempoh Sah Tender atau apa-apa tempoh lanjutan, atau
withdraw his tender before the expiry of the Tender Validity Period or any extended period thereof, or
- (b) mengenakan had, syarat atau janji tambahan selepas tarikh akhir yang ditetapkan bagi penyerahantender (dan dalam hal yang sedemikian ianya hendaklah disifatkan sebagai penarikan balik tender ini), atau
impose additional terms, conditions or stipulations after the final date fixed for the submission of tenders (in which case it shall be deemed to be a withdrawal of this tender), or
- (c) jika sekiranya tender telah disetujuterima, enggan dan tidak melaksanakan Perjanjian Kontrak yang formal atau mendeposit Bon Pelaksanaan (jika pentender memilih kaedah Jaminan Bank atau Jaminan Insurans sahaja) atau tidak meneruskan Kerja kerja;
in the event the tender having been accepted, refuse and fail to execute the formal Contract Agreement or to deposit the Performance Bond (if the tenderer opts for Bank or Insurance Guarantee) or fails to proceed with the Works;

maka, dalam mana-mana hal itu, Kerajaan hendaklah, tanpa menyentuh apa-apa hak lain yang ada padanya, sentiasa berhak mengambil tindakan tatatertib terhadap yang bertandatangan di bawah ini atau membatalkan pendaftaran pentender sebagai Kontraktor Kerajaan, sebagaimana difikirkan perlu oleh Kerajaan.

then, in any of such events, the Government, without prejudice to any other rights it may possess, reserves the right to take disciplinary action against the undersigned or to cancel the registration of the tenderer as a Government contractor, as the Government deems fit.

4. Tiada apa-apa perubahan atau tambahan yang tidak dibenarkan boleh dibuat kepada Borang Tender atau mana-mana Dokumen Tender yang lain.

No unauthorised alteration or addition shall be made to the Form of Tender or any other Tender Documents.

5. (a) Tender-tender dan dokumen-dokumen berhubung dengannya yang dinyatakan dalam Klausa 2 di atas, mestilah diserahkan di tempat dan pada atau sebelum masa yang ditetapkan dalam Notis Tender bagi penyerahan tender.

Tenders and documents in connection therewith as specified in Clause 2 above, must be delivered to the place and at or before the time stipulated in the Tender Notice for the submission of Tenders.

- (b) Jika sesuatu tender tidak diserahkan dengan tangan, pentender mestilah menguruskan bagi tendernya dan dokumen-dokumennya yang lain dihantar dengan pos supaya sempat sampai di tempat yang ditetapkan tidak lewat dari masa yang ditetapkan.

In the case of a tender not being delivered by hand, the tenderer must arrange for his tender and other documents to be posted in time to reach the stipulated place not later than the stipulated time.

- (c) Mana-mana tender yang diserahkan selepas masa yang ditetapkan, berbangkit dari apa jua sebab, tidak akan dipertimbangkan.

Any tender delivered after the stipulated time, from whatever cause arising, will not be considered.

- (d) Tiada apa-apa jua perbelanjaan yang ditanggung oleh pentender bagi menyediakan tendernya boleh dibayar kepadanya.

In no case will any expenses incurred by a tenderer in the preparation of his tender be allowed.

6. Jika sekiranya atas permintaannya, seseorang pentender diberikan salinan-salinan sesuatu Dokumen Tender, maka adalah menjadi tanggungjawabnya seorang diri untuk meneliti salinan-salinan itu dan memuaskan hatinya bahawa salinan-salinan itu adalah sebenarnya salinan-salinan dokumen yang termasuk dalam Dokumen Meja Tender. Jika sekiranya terdapat apa-apa perbezaan atau percanggahan antara mana-mana salinan yang diberi kepada pentender dengan salinan dalam Dokumen Meja Tender atau antara mana-mana dokumen yang termasuk di dalamnya, maka adalah menjadi tanggungjawabnya seorang diri untuk memohon secara bertulis kepada Pegawai Penguasa supaya dibetulkan perbezaan atau percanggahan itu tidak lewat dari tujuh (7) hari sebelum tarikh akhir yang ditetapkan dalam Notis Tender bagi penyerahan tender. Apa-apa jawapan yang hendak dibuat oleh Pegawai Penguasa atas permohonan itu hendaklah dibuat dengan cara Memorandum Tender yang hendaklah dihantar kepada semua pentender. Memorandum Tender itu hendaklah menjadi sebahagian daripada Dokumen Tender dan Tender yang diterima akan disifatkan sebagai berdasarkan pada huraian, ubahsuaian atau perluasan kepada dokumen asal yang mengandunginya.

In the event of any tenderer being supplied at his request, with copies of any of the Tender Documents, it shall be the sole responsibility of the tenderer to scrutinize such copies and satisfy himself that they are exact copies of those included in the Tender Table Documents. In the event of any difference or discrepancy being found between any such copies supplied to the tenderer and those in the Tender Table Documents or between any documents included therein, it shall be the sole responsibility of the tenderer to apply in writing to the Superintending Officer, to have the difference or discrepancy rectified, not later than seven (7) days before the final date fixed in the Tender Notice for the submission of tenders. Any reply the Superintending Officer may make to such application shall be by way of a Tender Memorandum which will be sent to all tenderers. Such Tender Memorandum shall become part of the Tender Documents and Tenders received will be deemed to have been based on the explanations, modification or extension to the original document that they contain.

7. Pentender hendaklah disifatkan telah memeriksa dan meneliti Tapakbina dan sekitarnya dan telah berpuas hati sebelum menyerahkan tendernya tentang jenis bumi dan lapisan tanah, bentuk dan jenis Tapakbina, takat dan jenis kerja, bahan dan barang yang perlu bagi menyiapkan Kerja-Kerja, cara-cara perhubungan dengan dan akses ke Tapakbina, tempat tinggal yang mungkin dikehendaki dan pada amnya hendaklah mendapatkan sendiri segala maklumat yang perlu tentang risiko, luarjangka dan segala hal keadaan yang mempengaruhi dan menjejaskan tendernya.

The tenderer shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his tender as to the nature of the ground and sub-soil, the form and nature of the Site, the extent and nature of the work, materials and goods necessary for the completion of the Works, the means of communication with and access to the Site, the accommodation he may require and in general to have obtained for himself all necessary information as to risks, contingencies and all circumstances influencing and affecting his tender.

8. Tender-tender hendaklah terus sah selama tempoh sembilan puluh (90) hari dari tarikh akhir bagi penyerahan tender sebagaimana yang ditetapkan dalam Notis Tender (dalam Syarat-Syarat Membuat Tender ini disebut "Tempoh Sah Tender") dan tempoh ini boleh dengan persetujuan bersama dilanjutkan jika dan apabila perlu.

Tenders shall remain valid for a period of ninety (90) days from the final date for submission of tenders stipulated in the Tender Notice (herein referred to as the "Tender Validity Period") and such period may by mutual agreement be extended as and when necessary.

9. Kerajaan tidak boleh terikat menyetujui tender yang rendah sekali atau sesuatu tender dan juga tidak terikat untuk memberi apa-apa sebab atas penolakan sesuatu tender.

The Government shall not be bound to accept the lowest or any tender, nor to assign any reason for the rejection of any tender.

10. Pentender yang berjaya (jika ada) hendaklah diberitahu tentang tendernya dengan surat (disebut "Surat Setujuterima Tender") dalam Tempoh Sah Tender atau apa-apa tempoh lanjutan. Pentender tersebut hendaklah dengan seberapa segera yang praktik tetapi sebelum bermulanya Kerja mendeposit dengan Pegawai Penguasa, perkara-perkara berikut:

The successful tenderer (if any) shall be notified of his tender by a letter (referred to as "Letter of Acceptance of Tender") within the Tender Validity Period or any extended period thereof. The said tenderer shall so soon as is practicable but before the commencement of the Works deposit with the Superintending Officer the following:

- (a) Bon Pelaksanaan (jika pentender memilih kaedah Jaminan Bank atau Jaminan Insurans sahaja); berjumlah sebanyak lima peratus (5%) daripada Jumlah wang Kontrak;
Performance Bond (if the tenderer opts for Bank or Insurance Guarantee) amounting to five percent (5%) of the Contract Sum;
- (b) Polisi Insurans Tanggungan Awam (iaitu insurans terhadap bencana kepada orang-orang atau kerosakan kepada harta) atau Nota Liputan berserta dengan resit bagi premium yang telah dibayar;
Insurance Policy for Public Liability (i.e. insurance against injury to persons or damage to property) or Cover Notes together with receipts of premium paid in respect thereof,

- (c) Nombor pendaftaran di bawah Skim Keselamatan Sosial Pekerja (PERKESO);
Registration numbers under the Employee's Social Security (SOCSO) Scheme;
- (d) Polisi Insurans Kerja atau Nota Liputan berserta dengan resit bagi premium yang telah bayar.
Insurance Policy for works or Cover Notes together with receipts of premium paid in respect thereof.

Pentender tersebut hendaklah juga dalam masa yang berpatutan selepas itu menandatangani Polisi Insurans bagi Kerja-Kerja itu dan melaksanakan Perjanjian Kontrak yang formal.

The said tenderer shall also within a reasonable time thereafter to deposit the Insurance Policy for the Works and to execute the formal Contract Agreement.

11. Semua jadual butir-butir yang dilampirkan kepada Dokumen Tender hendaklah diisi dan diserahkan oleh pentender berserta dengan tendernya.

All schedules of particulars attached to the Tender Documents shall be completed and submitted by the tenderer together with his tender.

12. Tiap-tiap notis yang hendak diberi kepada pentender bolehlah diposkan ke alamatnya yang dinyatakan dalam tender itu dan pengeposan itu hendaklah disifatkan sebagai penyampaian yang sempurna akan notis itu.

Every notice to be given to a tenderer may be posted to the tenderer's address given in the tender and such posting shall be deemed good service of such notice.

13. Perkataan-perkataan "pentender yang berjaya" hendaklah bererti bahawa pentender yang mana tendernya telah diluluskan dan disetujuterima oleh Kerajaan.

The words "successful tenderer" shall mean that the tenderer whose tender has been approved and accepted by the Government.

14. Perkataan "pentender" dalam Syarat-Syarat ini hendaklah disifatkan sebagai termasuk dua orang atau lebih.

The word "tenderer" in these conditions shall be deemed to include two or more persons.

15. Jika pentender tidak mematuhi Syarat-Syarat tersebut di atas mengenai apa-apa jua hal maka tendernya boleh ditolak.

Non-compliance with the above conditions in any respect shall render the tender liable to rejection.

16. Syarat-Syarat Membuat Tender ini, setakat mana Syarat-Syarat itu mungkin menyentuh pelaksanaan Kontrak ini, hendaklah disifatkan menjadi sebahagian daripada Kontrak ini.

These Conditions of Tendering, in so far as they affect the execution of the Contract, shall be deemed to form part of the Contract.

BORANG INI HENDAKLAH DIGUNAKAN BAGI KONTRAK
BERDASARKAN PADA PELAN DAN SPESIFIKASI

(THIS FORM IS TO BE USED FOR CONTRACT BASED ON
DRAWINGS AND SPECIFICATION)

Kontrak No.....tahun 20.....

Contract No Of

bagi Kerja-Kerja tersebut di bawah ini yang dibuat pada
haribulan.....tahun oleh pihak-pihak yang bertandatangan di bawah ini, adalah
berhubung dengan Borang Tender ini yang menjadi sebahagian daripada Kontrak tersebut dan yang
hendaklah dibaca dan diertikan sedemikian.

*for the under-mentioned Works entered into on the day of by the
undersigned parties, refers to this Form of Tender which is and shall be read and construed as part of the
said Contract.*

.....
Tandatangan Kontraktor
Signature of Contractor

(Nama Penuh.....)
Name in Full

No. Kad Pengenalan
Identity Card No.

Atas sifat.....
In the capacity of
yang diberikuasa dengan sepenuhnya
untuk menandatangani untuk dan bagi pihak
*duly authorised to sign for and on
behalf of*

.....
Meteri atau Cop Kontraktor
Contractor's seal or chop

Saksi
Witness
(Nama Penuh.....)
Name in Full
No. Kad Pengenalan
Identity Card No.
Pekerjaan
Occupation
Alamat
Address

.....
Tandatangan Pegawai
Signature of Officer

(Nama Penuh)
Name in Full

Jawatan.....
Designation

Untuk dan bagi pihak KERAJAAN
*For and on behalf of
GOVERNMENT*

Saksi
Witness
(Nama Penuh)
Name in Full
Jawatan
Designation

KERAJAAN
JABATAN PENGAIRAN DAN SALIRAN

BORANG TENDER
(FORM OF TENDER)

TENDER BAGI
TENDER FOR

mengikut Pelan-Pelan No
in accordance with Drawings No.

dan lain-lain pelan terperinci yang diberi untuk menerangkannya.
and any other detail drawings supplied in amplification thereof.

Salinan-salinan Dokumen Meja Tender yang merangkumi Perjanjian Kontrak, Pelan-Pelan tersebut di atas, Spesifikasi dan Dokumen Tender yang lain boleh dilihat di tempat yang dinyatakan dalam Notis Tender dalam masa waktu pejabat pada mana-mana hari bekerja hingga tarikh akhir yang ditetapkan bagi penyerahan tender.

Copies of the Tender Table Documents comprising the Contract Agreement, the above-mentioned Drawings, Specification and other Tender Documents may be seen at the place specified in the Tender Notice during office hours on any working day until the final date fixed for the submission of tenders.

Kepada:

To

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

(Pihak menerima tender)
(Party receiving the tender)

TUAN,

Di bawah dan tertakluk kepada Syarat-Syarat Membuat Tender yang dilampirkan bersama ini, yang bertandatangan di bawah ini adalah dengan ini membuat tender dan menawarkan untuk melaksana dan menjalankan Kerja-Kerja dan peruntukan-peruntukan dan membekalkan semua buruh, bahan dan loji dan segala benda dari tiap-tiap jenis yang masing-masing disebut, ditunjuk, diperihal dan dimaksudkan dalam, atau yang hendaklah ditakrifkan daripada Dokumen Tender, yang hendaklah dilaksanakan dan dibekalkan oleh pihak Kontraktor, bagi Kerja-Kerja yang diperihalkan di atas, dengan menepati Dokumen Tender tersebut bagi jumlahwang pukat yang disebutkan di bawah ini.

Under and subject to the Conditions of Tendering annexed hereto, the undersigned does hereby tender and offer to execute and perform the Works and provisions and supply all labour, materials and plants and everything of every kind respectively named, shown, described and alluded to in, or to be inferred from the Tender Documents, to be executed and supplied on the part of the Contractor, for the Works above described, in conformity with the said Tender Documents for the lump sum named herein below.

2. Yang bertandatangan di bawah ini bersetuju menjadi terikat oleh dan tunduk kepada Syarat-Syarat Kontrak dan Spesifikasi tersebut dan bersetuju bahawa jika Tender ini disetujuterima, harga dan kadar harga dalam Jadual Kadar Harga dan Ringkasan Tender hendaklah diteliti dan diselaraskan oleh Pegawai Penguasa tentang kemunasabahannya tetapi jumlah wang pukal yang ditenderkan di bawah ini hendaklah tetap tak berubah. Jadual Kadar Harga, selepas diselaraskan sebagaimana yang diperuntukkan dalam Syarat-Syarat Kontrak, hendaklah menjadi asas bagi menilaikan apa-apa perubahan yang mungkin diarahkan oleh Pegawai Penguasa dari semasa ke semasa, tetapi jika sesuatu perubahan itu melibatkan peninggalan atau pertambahan menyeluruh sesuatu butiran kerja yang terhadapnya harga ada diberikan dalam Ringkasan Tender, maka harga dalam Ringkasan Tender itu hendaklah menjadi asas bagi menilaikan perubahan itu. Yang bertandatangan di bawah ini selanjutnya bersetuju bahawa Ringkasan Tender itu hendaklah juga menjadi asas bagi menilaikan Perakuan Bayaran Sementara.

The undersigned agrees to be bound by and submit to the Conditions of Contract and Specification and agrees that if this Tender is accepted, the prices and rates in the Schedule of Rates and Summary of Tender shall be scrutinized and adjusted by the Superintending Officer as to their reasonableness but the lump sum tendered herein below shall remain unaltered. The Schedule of Rates, after adjustment as by the Conditions of Contract provided, shall form the basis of valuation of any variation which may from time to time to be ordered by the Superintending Officer, but where a variation involves the omission or addition of the whole of any item of work against which the price is given in the Summary of Tender, then such price in the Summary of Tender shall form the basis of valuation of such variation The undersigned agrees that the Summary of Tender shall also form the basis for the valuation of Interim Payment Certificate.

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

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

4. Jumlah amaun Tender ini ialah jumlahwang pukal sebanyak Ringgit

The total amount of the Tender is the lump sum of Ringgit

.....

 iaitu, RM.....
 i.e.

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

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

.....

6. Bahawasanya adalah diketahui bahawa Kerajaan sentiasa berhak menyetujuterima atau menolak Tender ini, samada ianya lebih rendah atau lebih tinggi daripada tender-tender yang lain, atau sama amaunnya. Yang bertandatangan di bawah ini bersetuju yang Tender ini akan berterusan sah dan tidak akan ditarik balik dalam tempoh sembilan puluh (90) hari dari tarikh akhir yang ditetapkan bagi penyerahan tender dan bersetuju bahawa tiada apa-apa had, syarat atau janji lain akan dikenakan oleh kami selepas tarikh tersebut.

Whereas it is understood that the Government reserves the right to accept or to refuse this Tender, whether it be lower or higher than any other tender, or of the same amount. The undersigned agrees that this Tender shall remain valid and shall not be withdrawn within ninety (90) days from the final date fixed for the submission of tenders and agrees that no other term, condition or stipulation shall be imposed by us after the said date.

7. Yang bertandatangan di bawah ini berniat, jika Tender ini disetujuterima, memilih salah satu daripada bentuk Bon Pelaksanaan seperti berikut:

The undersigned intends, in the event of acceptance of this Tender, to choose one of the following forms of Performance Bond:

* i) Jaminan Bank
Bank Guarantee

*ii) Jaminan Insurans (bagi kontrak kerja yang bernilai RM 1 juta ke bawah sahaja)
Insurance Guarantee (only for works contract with a value of RM 1 million and below)

*iii) Wang Jaminan Pelaksanaan yang dikenakan potongan sebanyak sepuluh peratus (10%) daripada setiap bayaran interim sehingga mencapai jumlah lima peratus (5%) daripada Jumlahwang Kontrak.
Performance Guarantee Sum whereby ten percent (10%) of each interim payment shall be deducted until the total amount deducted aggregate to a sum equivalent to five percent (5%) of the original Contract Sum.

* **Pentender dikehendaki memotong yang tidak berkenaan.**
The tenderer shall delete whichever is not applicable.

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

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

- (a) Bon Pelaksanaan (jika pentender memilih kaedah Jaminan Bank atau Jaminan Insurans sahaja);
Performance Bond (if the tenderer opts for Bank or Insurance Guarantee);
- (b) Polisi Insurans Tanggungan Awam (iaitu insurans terhadap bencana kepada orang-orang dan kerosakan kepada harta) atau Nota Liputan berserta dengan resit bagi premium yang telah dibayar;
Insurance Policy for Public Liability (ie. insurance against injury to persons and damage to property) or the Cover Notes together with receipts of premium paid in respect thereof;
- (c) Nombor pendaftaran di bawah Skim Keselamatan Sosial Pekerja (PERKESO);
Registration number under Employee's Social Security (SOCSO) Scheme;
- (d) Polisi Insurans Kerja atau Nota Liputan berserta dengan resit bagi premium yang telah dibayar.
Insurance Policy for works or Cover Notes together with receipts of premium paid in respect thereof.

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

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

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

The undersigned hereby also agrees that this Form of Tender together with the Letter of Acceptance of Tender (if any) shall constitute a binding contract between us notwithstanding that a formal Contract Agreement has not been executed.

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

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

11. Yang bertandatangan di bawah ini bersetuju bahawa:

The undersigned agrees that:

- (a) jika Tender ini ditarik balik sebelum tamatnya Tempoh Sah Tender atau apa-apa tempoh lanjutan, atau
if this Tender is withdrawn before the expiry of the Tender Validity Period or any extended period thereof, or
- (b) jika yang bertandatangan di bawah ini mengenakan apa-apa had, syarat atau janji tambahan kepada Tender ini selepas tarikh akhir yang ditetapkan bagi penyerahan tender, atau
if the undersigned imposes any additional term, condition or stipulation to the Tender after the final date fixed for the submission of tenders, or
- (c) jika sekiranya Tender telah disetujuterima, yang bertandatangan di bawah ini enggan dan tidak melaksanakan Perjanjian Kontrak yang formal atau mendeposit Bon Pelaksanaan (jika pentender memilih kaedah Jaminan Bank atau Jaminan Insurans sahaja); sebagaimana dikehendaki oleh Syarat-Syarat Kontrak atau tidak meneruskan Kerja-Kerja, maka, dalam mana-mana hal itu, tanpa menyentuh apa-apa hak lain yang ada padanya, Kerajaan sentiasa berhak mengambil tindakan tatatertib terhadap yang bertandatangan di bawah ini atau membatalkan pendaftaran yang bertandatangan di bawah ini sebagai Kontraktor Kerajaan, sebagaimana difikirkan perlu oleh Kerajaan
in the event that the Tender having been accepted, the undersigned refuses and fails to execute the formal Contract Agreement or to deposit the Performance Bond (if the tenderer opts for Bank or Insurance Guarantee); as required by the Conditions of Contract or fails to proceed with the Works, then, in any of such event, without prejudice to any other rights it may possess, the Government reserves the right to take disciplinary action against the under signed or to cancel the registration of the undersigned as a Government Contractor, as the Government deems fit.

Bertarikh pada..... haribulan....., tahun.....
Dated this day of , year

.....
Tandatangan Pentender
Signature of Tenderer

Nama Penuh :
Name in full

No. Kad Pengenalan:
Identity Card No.

Atas sifat :
In the capacity of

yang diberikuasa dengan sepenuhnya
untuk menandatangani Tender ini untuk
dan bagi pihak:
*duly authorised to sign this Tender for
and on behalf of:*

.....
Meteri atau Cop Pentender
Tenderer's seal or chop

Saksi:
Witness

Nama Penuh:
Name in full

No. Kad Pengenalan:
Identity Card No.

Pekerjaan:.....
Occupation

Alamat:
Address

.....

SYARAT-SYARAT MEMBUAT TENDER
(CONDITIONS OF TENDERING)

1. Keseluruhan Kerja-Kerja yang dinyatakan dalam Dokumen Tender yang ditunjukkan di atas Meja Tender (kemudian dari ini disebut "Dokumen Meja Tender") akan diberi secara Kontrak.

The whole of the Works set forth in the Tender Documents exhibited on the Tender Table (hereinafter referred to as the "Tender Table Documents") will be let on Contract.

2. (a) Tiap-tiap pentender mestilah menyerahkan, dalam suatu sampul surat tertutup dan bermeteri yang dialamatkan sebagaimana ditetapkan dalam Notis Tender, suatu tender yang sah dalam Borang Tender yang diperuntukkan, bersama dengan salinan Spesifikasi (jika ada diberikan) dengan sempurnanya dan Ringkasan Tender yang diisi dan ditandatangani dengan sempurnanya. Borang Tender yang tak lengkap atau tak bertandatangan akan ditolak.

Each tenderer must submit, enclosed and sealed in an envelope addressed as stipulated in the Tender Notice, a genuine tender on the Form of Tender provided, together with the copy of the Specification (if provided with one) and the Summary of Tender duly filled in and signed. Form of Tender which is incomplete or unsigned shall be disqualified.

(b) Tiap-tiap pentender mestilah mencatatkan, dalam ruang yang diperuntukkan dalam Borang Tender, masa yang akan dikehendakinya bagi menyiapkan Kerja-Kerja itu.

Each tenderer must enter, in the space provided on the Form of Tender, the time he will require to complete the Works.

(c) Pentender hendaklah, di mana sahaja dikehendaki dalam Dokumen Tender, meletakkan harga Jadual Kadar Harga yang hendaklah diisi dengan dakwat dan ditandatangani dengan sempurnanya oleh pentender. Jadual Kadar Harga hendaklah diteliti dan diselaraskan (jika perlu) oleh Pegawai Penguasa tentang kemunasabahannya.

The tenderer shall, wherever required in the Tender Documents, price the Schedule of Rates which shall be duly filled in ink and signed by the tenderer. The Schedule of Rates shall be scrutinized and adjusted (if necessary) by the Superintending Officer as to their reasonableness.

3. Jika mana-mana pentender:

If any tenderer shall:

(a) menarik balik tendernya sebelum tamat Tempoh Sah Tender atau apa-apa tempoh lanjutan, atau
withdraw his tender before the expiry of the Tender Validity Period or any extended period thereof, or

(b) mengenakan had, syarat atau janji tambahan selepas tarikh akhir yang ditetapkan bagi penyerahantender (dan dalam hal yang sedemikian ianya hendaklah disifatkan sebagai penarikan balik tender ini), atau
impose additional terms, conditions or stipulations after the final date fixed for the submission of tenders (in which case it shall be deemed to be a withdrawal of this tender), or

(c) jika sekiranya tender telah disetujuterima, enggan dan tidak melaksanakan Perjanjian Kontrak yang formal atau mendeosit Bon Pelaksanaan (jika pentender memilih kaedah Jaminan Bank atau Jaminan Insurans sahaja) atau tidak meneruskan Kerja kerja;
in the event the tender having been accepted, refuse and fail to execute the formal Contract Agreement or to deposit the Performance Bond (if the tenderer opts for Bank or Insurance Guarantee) or fails to proceed with the Works;

maka, dalam mana-mana hal itu, Kerajaan hendaklah, tanpa menyentuh apa-apa hak lain yang ada padanya, sentiasa berhak mengambil tindakan tatatertib terhadap yang bertandatangan di bawah ini atau membatalkan pendaftaran pentender sebagai Kontraktor Kerajaan, sebagaimana difikirkan perlu oleh Kerajaan.

then, in any of such events, the Government, without prejudice to any other rights it may possess, reserves the right to take disciplinary action against the undersigned or to cancel the registration of the tenderer as a Government contractor, as the Government deems fit.

4. Tiada apa-apa perubahan atau tambahan yang tidak dibenarkan boleh dibuat kepada Borang Tender atau mana-mana Dokumen Tender yang lain.

No unauthorised alteration or addition shall be made to the Form of Tender or any other Tender Documents.

5. (a) Tender-tender dan dokumen-dokumen berhubung dengannya yang dinyatakan dalam Klausa 2 di atas, mestilah diserahkan di tempat dan pada atau sebelum masa yang ditetapkan dalam Notis Tender bagi penyerahan tender.

Tenders and documents in connection therewith as specified in Clause 2 above, must be delivered to the place and at or before the time stipulated in the Tender Notice for the submission of Tenders.

- (b) Jika sesuatu tender tidak diserahkan dengan tangan, pentender mestilah menguruskan bagi tendernya dan dokumen-dokumennya yang lain dihantar dengan pos supaya sempat sampai di tempat yang ditetapkan tidak lewat dari masa yang ditetapkan.

In the case of a tender not being delivered by hand, the tenderer must arrange for his tender and other documents to be posted in time to reach the stipulated place not later than the stipulated time.

- (c) Mana-mana tender yang diserahkan selepas masa yang ditetapkan, berbangkit dari apa jua sebab, tidak akan dipertimbangkan.

Any tender delivered after the stipulated time, from whatever cause arising, will not be considered.

- (d) Tiada apa-apa jua perbelanjaan yang ditanggung oleh pentender bagi menyediakan tendernya boleh dibayar kepadanya.

In no case will any expenses incurred by a tenderer in the preparation of his tender be allowed.

6. Jika sekiranya atas permintaannya, seseorang pentender diberikan salinan-salinan sesuatu Dokumen Tender, maka adalah menjadi tanggungjawabnya seorang diri untuk meneliti salinan-salinan itu dan memuaskan hatinya bahawa salinan-salinan itu adalah sebenarnya salinan-salinan dokumen yang termasuk dalam Dokumen Meja Tender. Jika sekiranya terdapat apa-apa perbezaan atau percanggahan antara mana-mana salinan yang diberi kepada pentender dengan salinan dalam Dokumen Meja Tender atau antara mana-mana dokumen yang termasuk di dalamnya, maka adalah menjadi tanggungjawabnya seorang diri untuk memohon secara bertulis kepada Pegawai Penguasa supaya dibetulkan perbezaan atau percanggahan itu tidak lewat dari tujuh (7) hari sebelum tarikh akhir yang ditetapkan dalam Notis Tender bagi penyerahan tender. Apa-apa jawapan yang hendak dibuat oleh Pegawai Penguasa atas permohonan itu hendaklah dibuat dengan cara Memorandum Tender yang hendaklah dihantar kepada semua pentender. Memorandum Tender itu hendaklah menjadi sebahagian daripada Dokumen Tender dan Tender yang diterima akan disifatkan sebagai berdasarkan pada huraian, ubahsuaian atau perluasan kepada dokumen asal yang mengandunginya.

In the event of any tenderer being supplied at his request, with copies of any of the Tender Documents, it shall be the sole responsibility of the tenderer to scrutinize such copies and satisfy himself that they are exact copies of those included in the Tender Table Documents. In the event of any difference or discrepancy being found between any such copies supplied to the tenderer and those in the Tender Table Documents or between any documents included therein, it shall be the sole responsibility of the tenderer to apply in writing to the Superintending Officer, to have the difference or discrepancy rectified, not later than seven (7) days before the final date fixed in the Tender Notice for the submission of tenders. Any reply the Superintending Officer may make to such application shall be by way of a Tender Memorandum which will be sent to all tenderers. Such Tender Memorandum shall become part of the Tender Documents and Tenders received will be deemed to have been based on the explanations, modification or extension to the original document that they contain.

7. Pentender hendaklah disifatkan telah memeriksa dan meneliti Tapakbina dan sekitarnya dan telah berpuas hati sebelum menyerahkan tendernya tentang jenis bumi dan lapisan tanah, bentuk dan jenis Tapakbina, takat dan jenis kerja, bahan dan barang yang perlu bagi menyiapkan Kerja-Kerja, cara-cara perhubungan dengan dan akses ke Tapakbina, tempat tinggal yang mungkin dikehendaki dan pada amnya hendaklah mendapatkan sendiri segala maklumat yang perlu tentang risiko, luarjangka dan segala hal keadaan yang mempengaruhi dan menjejaskan tendernya.

The tenderer shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his tender as to the nature of the ground and sub-soil, the form and nature of the Site, the extent and nature of the work, materials and goods necessary for the completion of the Works, the means of communication with and access to the Site, the accommodation he may require and in general to have obtained for himself all necessary information as to risks, contingencies and all circumstances influencing and affecting his tender.

8. Tender-tender hendaklah terus sah selama tempoh sembilan puluh (90) hari dari tarikh akhir bagi penyerahan tender sebagaimana yang ditetapkan dalam Notis Tender (dalam Syarat-Syarat Membuat Tender ini disebut "Tempoh Sah Tender") dan tempoh ini boleh dengan persetujuan bersama dilanjutkan jika dan apabila perlu.

Tenders shall remain valid for a period of ninety (90) days from the final date for submission of tenders stipulated in the Tender Notice (herein referred to as the "Tender Validity Period") and such period may by mutual agreement be extended as and when necessary.

9. Kerajaan tidak boleh terikat menyetujui tender yang rendah sekali atau sesuatu tender dan juga tidak terikat untuk memberi apa-apa sebab atas penolakan sesuatu tender.

The Government shall not be bound to accept the lowest or any tender, nor to assign any reason for the rejection of any tender.

10. Pentender yang berjaya (jika ada) hendaklah diberitahu tentang tendernya dengan surat (disebut "Surat Setujuterima Tender") dalam Tempoh Sah Tender atau apa-apa tempoh lanjutan. Pentender tersebut hendaklah dengan seberapa segera yang praktik tetapi sebelum bermulanya Kerja mendeposit dengan Pegawai Penguasa, perkara-perkara berikut:

The successful tenderer (if any) shall be notified of his tender by a letter (referred to as "Letter of Acceptance of Tender") within the Tender Validity Period or any extended period thereof. The said tenderer shall so soon as is practicable but before the commencement of the Works deposit with the Superintending Officer the following:

(a) Bon Pelaksanaan (jika pentender memilih kaedah Jaminan Bank atau Jaminan Insurans sahaja); berjumlah sebanyak lima peratus (5%) daripada Jumlahwang Kontrak;
Performance Bond (if the tenderer opts for Bank or Insurance Guarantee) amounting to five percent (5%) of the Contract Sum;

(b) Polisi Insurans Tanggungan Awam (iaitu insurans terhadap bencana kepada orang-orang atau kerosakan kepada harta) atau Nota Liputan berserta dengan resit bagi premium yang telah dibayar;
Insurance Policy for Public Liability (i.e. insurance against injury to persons or damage to property) or Cover Notes together with receipts of premium paid in respect thereof,

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

Pentender tersebut hendaklah juga dalam masa yang berpatutan selepas itu menandatangani Polisi Insurans bagi Kerja-Kerja itu dan melaksanakan Perjanjian Kontrak yang formal.

The said tenderer shall also within a reasonable time thereafter to deposit the Insurance Policy for the Works and to execute the formal Contract Agreement.

11. Semua jadual butir-butir yang dilampirkan kepada Dokumen Tender hendaklah diisi dan diserahkan oleh pentender berserta dengan tendernya.

All schedules of particulars attached to the Tender Documents shall be completed and submitted by the tenderer together with his tender.

12. Tiap-tiap notis yang hendak diberi kepada pentender bolehlah diposkan ke alamatnya yang dinyatakan dalam tender itu dan pengeposan itu hendaklah disifatkan sebagai penyampaian yang sempurna akan notis itu.

Every notice to be given to a tenderer may be posted to the tenderer's address given in the tender and such posting shall be deemed good service of such notice.

13. Perkataan-perkataan "pentender yang berjaya" hendaklah bererti bahawa pentender yang mana tendernya telah diluluskan dan disetujui oleh Kerajaan.

The words "successful tenderer" shall mean that the tenderer whose tender has been approved and accepted by the Government.

14. Perkataan "pentender" dalam Syarat-Syarat ini hendaklah disifatkan sebagai termasuk dua orang atau lebih.

"The word "tenderer" in these conditions shall be deemed to include two or more persons.

15. Jika pentender tidak mematuhi Syarat-Syarat tersebut di atas mengenai apa-apa jua hal maka tendernya boleh ditolak.

Non-compliance with the above conditions in any respect shall render the tender liable to rejection.

16. Syarat-Syarat Membuat Tender ini, setakat mana Syarat-Syarat itu mungkin menyentuh pelaksanaan Kontrak ini, hendaklah disifatkan menjadi sebahagian daripada Kontrak ini.

These Conditions of Tendering, in so far as they affect the execution of the Contract, shall be deemed to form part of the Contract.

ARAHAN KEPADA PENTENDER

Bon Pelaksanaan

Sebagaimana yang dinyatakan dalam Peruntukan Khas kepada Syarat-syarat Kontrak, pentender boleh memilih untuk mengambil Bon Pelaksanaan dalam bentuk berikut:

- i) Jaminan Bank atau Jaminan Insurans (bagi kontrak kerja yang bernilai RM 1 juta kebawah sahaja).

atau

- ii) Wang Jaminan Pelaksanaan yang dikenakan potongan sebanyak sepuluh peratus (10%) daripada setiap bayaran interim sehingga mencapai jumlah lima peratus (5%) daripada harga Kontrak.

Pentender adalah dikehendaki menyatakan pilihan bentuk Bon Pelaksanaan yang akan diambilnya dalam Borang Tender dan Senarai Kuantiti iaitu samaada dalam bentuk jaminan Bank/Insurans atau Wang Jaminan Pelaksanaan .

INSTRUCTIONS TO TENDERERS

Performance Bond

As stated in the Special Provisions to the conditions of Contract, the tenderer may choose one of the following forms of Performance Bond:

- i) Bank Guarantee or Insurance Guarantee (only for works contract with a value not exceeding RM 1 million).

or

- ii) Performance Guarantee Sum whereby ten percent (10%) shall be deducted from each interim payment until the total sum retained is equivalent to five percent (5%) of the contract Sum.

The tenderer is required to state in the Form of Tender and the Bill of Quantities his choice for Performance Bond either as a Bank/Insurance Guarantee or a Performance Guarantee Sum.

PERUNTUKAN KHAS KEPADA SYARAT-SYARAT KONTRAK JKR 203/203A

BON PELAKSANAAN DALAM BENTUK WANG JAMINAN PELAKSANAAN

1.0 Bagi pematuhan dan pelaksanaan yang wajar bagi Kontrak ini, Kontraktor boleh memilih untuk mengambil Bon Pelaksanaan dalam bentuk Wang Jaminan Pelaksanaan untuk menggantikan wang tunai, Deposit Perbendaharaan, Draf Bank, Gerenti Bank atau Gerenti Insurans sebagaimana yang dinyatakan dalam Fasal 37 Syarat-syarat Kontrak. Sekiranya Kontraktor memilih untuk mengambil Bon Pelaksanaan dalam bentuk Wang Jaminan Pelaksanaan pindaan kepada klausa-klausa yang berkenaan di bawah Syarat-syarat Kontrak hendaklah dan adalah dipersetujui seperti berikut:.

(a) Bon Pelaksanaan

(i) Fasal 37(a) hendaklah digantikan dengan fasal berikut :

Kontraktor akan dikenakan potongan sebanyak sepuluh peratus (10%) daripada bayaran interim sehingga mencapai jumlah lima peratus (5%) harga kontrak asal bagi pematuhan dan pelaksanaan yang wajar bagi Kontrak ini.

(ii) Fasal 37(b) hendaklah dibatalkan.

(b) Pemilikan Tapak Bina

(i) Fasal 38(a) hendaklah digantikan dengan fasal berikut:

Tiada apa jua Kontrak ini boleh dimulakan melainkan jika dan sehingga apa-apa polisi insurans sebagaimana dinyatakan di bawah fasal 33, 34 dan 36 Syarat-syarat ini telah pun didepositkan dengan Kerajaan atau P.P.. Dengan syarat bahawa bagi maksud-maksud Syarat ini sahaja (dan bukan bagi maksud lain), jika Kontraktor mengemukakan kepada Kerajaan atau P.P. Nota Perlindungan bagi polisi insurans tersebut dan resit-resit premium yang telah dibayar, maka adalah menjadi pelepasan yang mencukupi terhadap obligasinya di bawah Syarat ini.

(c) Pendudukan Separa Oleh Kerajaan

- (i) Fasal 42 (f) hendaklah digantikan dengan fasal berikut :-

Adalah dipersetujui dengan nyatanya bahawa tiada apa jua yang terkandung dalam perenggan-perenggan terdahulu daripada ini boleh menghakkan Kontraktor untuk mendapatkan pelepasan dari Bon Pelaksanaan atau mana-mana bahagian daripadanya yang bermaksud bahawa Bon Pelaksanaan tersebut atau mana-mana bahagian daripadanya hendaklah dilepaskan atau dipulangkan hanya setelah siap memperbaiki semua kecacatan, ketidaksempurnaan, kekecutan atau apa-apa jua kerosakan lain yang mungkin kelihatan dalam masa Tempoh Liabiliti Kecacatan dan setelah diberi Perakuan Siap Memperbaiki Kecacatan bagi seluruh Kerja itu di bawah Fasal 45 Syarat-syarat ini.

(d) Pembayaran kepada Kontraktor dan Perakuan Interim

- (i) Fasal 47 (b) hendaklah digantikan dengan fasal berikutnya:

P.P hendaklah, dalam tempoh empat belas (14) hari dari tarikh sesuatu penilaian tersebut dibuat dan tertakluk kepada syarat yang dinyatakan dalam subfasal (a) diatas, mengeluarkan suatu Perakuan Interim menyatakan amaun yang kena dibayar kepada Kontraktor oleh Kerajaan. Dengan syarat bahawa penandatanganan Kontrak ini tidak boleh menjadi satu syarat terlebih dahulu bagi mengeluarkan Perakuan Interim yang pertama (dan bukannya perakuan yang lain) asalkan Kontraktor telah mengembalikan Surat Setujuterima Tender yang sempurna ditandatangani dan telah menandatangani dengan P.P atau Kerajaan polisi-polisi insurans yang berkenaan di bawah Fasal 33, 34 dan 36 Syarat-syarat ini.

- (ii) Fasal 47(d) hendaklah digantikan dengan fasal 47(d) yang baru seperti berikut:

Dalam beberapa hari sebagaimana yang dinyatakan dalam Lampiran kepada Syarat-syarat ini (atau jika tidak disebutkan maka dalam masa tiga puluh (30) hari) selepas dikeluarkan sesuatu Perakuan Interim sebagaimana tersebut di atas, Kerajaan akan membuat pembayaran kepada Kontraktor sebanyak sembilan puluh peratus (90%) daripada amaun yang diperakui sebagai kena dibayar kepada Kontraktor dalam Perakuan tersebut dengan baki sejumlah sepuluh peratus (10%) ditahan sebagai Wang Jaminan Pelaksanaan. Dengan syarat bahawa apabila Wang Jaminan Pelaksanaan ini mencapai lima peratus (5%) daripada Harga Kontrak Asal maka mana-mana bayaran yang dibuat dalam Perakuan Interim seterusnya hendaklah bagi jumlah amaun yang diperakui sebagai kena dibayar kepada Kontraktor.

SPECIAL PROVISIONS TO THE CONDITION OF CONTRACT (PWD 203/203A)

PERFORMANCE BOND IN THE FORM OF PERFORMANCE GUARANTEE SUM

1.0 For the due observance and performance of this Contract the Contractor may opt for Performance Bond in the form of Performance Guarantee Sum in lieu of cash, Treasurys Deposit, Bankers Draft, Bankers or Insurance Guarantee as stipulated under Clause 37 of the Conditions of Contract. If the Contractor opt for Performance Bond in the form of Performance Guarantee Sum, the relevant clauses under the Conditions of Contract shall be deemed and agreed to have been amended as follows:

a) Performance Bond

(i) Replace clause 37(a) with the following clause :

The Contractor shall allow deductions of ten percent (10%) from interim payments until the total amount deducted aggregate to a sum equivalent to five percent (5%) of the original Contract Sum for the due observance and performance of this Contract.

(ii) Delete clause 37(b)

b) Possession of Site

(i) Replace clause 38(a) with the following :

No work on this Contract shall be commenced unless and until such insurance policies as specified under Clauses 33, 34 and 36 hereof, shall have been deposited with the Government or the S.O. Provided that for the purposes of this Condition only (but for no other), if the Contractor shall produce to the Government or the S.O the Cover Notes of the said insurance policies and the receipts of premiums paid, it shall be a sufficient discharge of his obligations under this Condition.

c) Partial Occupation by Government

(i) Replace subclause 42(f) with the following:

It is expressly agreed that nothing contained in the preceeding paragraphs shall entitle the Contractor to the release of the Performance Bond or any part thereof the intention being that the said Performance Bond or any part thereof shall be released or refunded only upon the completion of making good all defects, imperfections, shrinkages or other faults which may appear during the Defects Liability Period and upon the giving of the Certificates of Completion of Making Good Defects for the whole of the Works under Clause 45 hereof.

d) Payment to Contractor and Interim Certificate

i) Replace subclause 47 (b) with the following:

Within fourteen (14) days from the date of any such valuation being made and subject to the proviso mentioned in sub clause (a) above, the S.O shall issue an Interim Certificate stating the amount due to the Contractor from the Government. Provided that the signing of this Contract shall not be a condition precedent for the issue of the first Interim Certificate (and no other) so long as the Contractor has returned the Letter of Acceptance of Tender duly signed and has deposited with the S.O. or the Government the relevant insurance policies under Clauses 33, 34 and 36 hereof.

ii) Sub clause 47 (d)

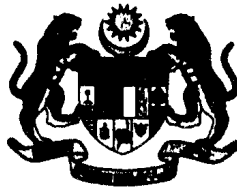
Delete Item No. 52 in Addendum to the Conditions of Contract and substitute the whole of Clause 47(d) with the new Clause 47(d) as follows:

Within a number of days as stated in the Appendix to these Conditions (or if none so stated then within thirty (30) days) of the issue of any such Interim Certificate as aforesaid, the Government shall make a payment to the Contractor of ninety percent (90%) on the amount certified as due to the Contractor with the remaining ten percent (10%) being retained as a Performance Guarantee Sum. Provided that when the total amount retained aggregate to a sum equivalent to five percent (5%) of the original Contract Sum then any payment made in subsequent Interim Certificates shall be the full amount certified as due to the Contractor.

LAMPIRAN 4

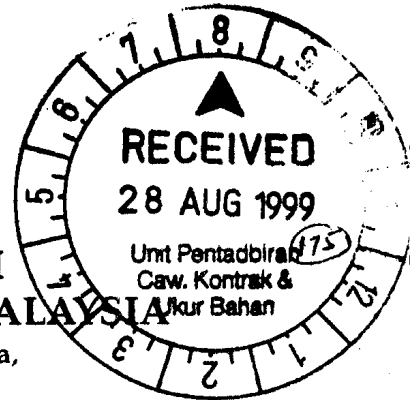
CONTOH

KETERANGAN	HARGA	
	RM	Sen
<u>KEHENDAK PERMULAAN DAN SYARAT-SYARAT AM</u>		
1.1 Insurans untuk Kemalangan dan Kerosakan Harta Benda dan Insurans Kerja		
1.2 Akta Keselamatan Sosial Pekerja 1969 (PERKESO)		
1.3 Bon Pelaksanaan		



**PEJABAT KETUA PENGARAH
JABATAN BURUH SEMENANJUNG MALAYSIA**

Paras 5, Blok B Utara, Pusat Bandar Damansara,
50532 Kuala Lumpur.



Ruj : BSM.30/11/38/1 BHG.22/(142)
18 Ogos 1999.

Tel : 03-255 7226
Fax : 603-253 6040

Ketua Pengarah Kerja Raya,
Cawangan Kontrak dan Ukur Bahan,
Ibu Pejabat JKR Malaysia,
Jalan Sultan Salahuddin,
50582 Kuala Lumpur.
(U.P. Encik Mohamed bin Gading)

CAWANGAN KONTRAK & UKUR BAHAN					
	U. T.	UM/P		U. T.	UM/P
PUB			KU(KA)		
TPUB			KU(BA)		
KU(P/T)			KU(PKK)		
KU(P&K/KONI)			PPT		
KU(TK)	✓		PTN7		
KU(PK)					

Kita buwang HTS.

Tuan,

Md. 30/8
MOHAMED B. GADING
PCKUB

**PERLINDUNGAN INSURANS DI BAWAH WORKMEN'S
COMPENSATION ACT 1952 DAN EMPLOYEES' SOCIAL
SECURITY ACT 1969**

Adalah saya dengan hormatnya merujuk kepada mesyuarat di Jabatan ini pada 27 Julai 1999 dan surat tuan Bil.(91)dlm.JKR.UB.123/UKT.01/10.1 bertarikh 2 Ogos 1999 mengenai perkara tersebut di atas.

2. Sukacita dimaklumkan bahawa mulai 1 April 1993 pekerja asing telah dikeluarkan daripada liputan *Employees' Social Security Act 1969* (Act 4) dan diletakkan pula di bawah liputan *Workmen's Compensation Act 1952* (Act 273) melalui satu *notification* yang telah dibuat oleh Y.B. Menteri Sumber Manusia di bawah Seksyen 98 Act 4 tersebut di atas. *Notification* tersebut bertajuk *Employees' Social Security (Exemption of Foreign Workers) Notification 1993* (satu salinan disertakan).

3. Oleh itu sejak tarikh tersebut Act 4 hanya meliputi pekerja-pekerja warganegara Malaysia dan penduduk-penduduk *tetap* (*non-citizens who are permanently resident in Malaysia*) sementara Act 273 hanya meliputi pekerja-pekerja asing (pekerja bukan warganegara Malaysia).

4. Pekerja-pekerja asing yang diliputi di bawah Act 273 adalah dihadkan kepada mereka yang tergolong di bawah takrif "*Workmen*" iaitu:

- (i) mereka yang bergaji tidak melebihi RM500.00 sebulan; dan
- (ii) mereka yang bekerja dalam pekerjaan *manual labour* tanpa sebarang had gaji.

5. Pada masa sekarang premium *workmen's compensation insurance policy* di bawah Act 273 bagi setiap pekerja asing yang wajib dilindungi di bawah Act tersebut telah ditetapkan pada kadar RM86.00 setahun. Di bawah Act 273 pekerja-pekerja asing dilindungi di bawah satu skim khas dan sebanyak 11 buah syarikat insurans telah dilantik sebagai *insurers* untuk mengeluarkan *insurance policies* di bawah skim khas tersebut seperti berikut:

- (i) Mayban Assurance Berhad;
- (ii) Arab-Malaysian Assurance Berhad;
- (iii) The Pacific Insurance Berhad;
- (iv) Amanah General Insurance Berhad;
- (v) Malaysia National Insurance Berhad;
- (vi) MNI Takaful Sdn. Berhad;
- (vii) Malaysia British Assurance Berhad;
- (viii) Malaysian Assurance Alliance Berhad;
- (ix) London & Pacific Insurance Co. Berhad;
- (x) Syarikat Takaful Malaysia;
- (xi) South-East Asia Insurance Berhad.

6. Pekerja-pekerja warganegara Malaysia yang diliputi di bawah Act 4 secara wajib adalah mereka yang bergaji tidak melebihi RM2,000.00 sebulan.

**ADDENDA NO. 2 KEPADA SYARAT-SYARAT KONTRAK
BORANG JKR 203N REV.**

BIL.	PINDAAN-PINDAAN
1.	Batalkan keseluruhan Fasal 21 di m.s. 15 dan 16 <i>Delete the whole of clause 21</i>
2.	Gantikan Fasal 22 di m.s 16 dengan Fasal 22 yang baru seperti berikut: ‘Subkontraktor Dinamakan hendaklah mengemukakan Nombor Kod dan Nombor-nombor Keselamatan Sosial semua pekerja di Tapak Bina yang dikehendaki diberi perlindungan di bawah Akta Keselamatan Sosial Pekerja 1969 kepada P.P. untuk diperiksa’. Substitute the whole of Clause 22 on page 16 with the new Clause 22 as follows: ‘The Nominated Subcontractor 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’.

**ADDENDA NO. 5 KEPADA SYARAT-SYARAT KONTRAK
BORANG JKR 203/203A SEM. 10/83**

BIL.	PINDAAN-PINDAAN
1.	Batalkan keseluruhan Fasal 34 di muka surat 17 dan 18.
2.	Batalkan keseluruhan rujukan kepada Fasal 34 di Lampiran kepada Syarat-syarat Kontrak muka surat 32.
3.	Gantikan Fasal 35(a) di muka surat 18 dengan Fasal 35(a) yang baru seperti berikut: 'Kontraktor hendaklah mengemukakan Nombor Kod dan Nombor-nombor Keselamatan Sosial semua pekerja di tapak bina yang dikehendaki diberi perlindungan di bawah Akta Keselamatan Sosial Pekerja 1969 kepada P.P. untuk diperiksa.
4.	Batalkan keseluruhan Fasal 35(d) di muka surat 19.

**ADDENDUM NO. 5 TO THE CONDITIONS OF CONTRACT
PWD 203/203A REV. 10/83**

REF.	AMENDMENTS
1.	Delete the whole of Clause 34 on page 14 and 15.
2.	Delete the whole of the reference to Clause 34 in the Appendix to the Conditions of Contract on page 24.
3.	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'.
4.	Delete the whole of Clause 35(d) on page 15.

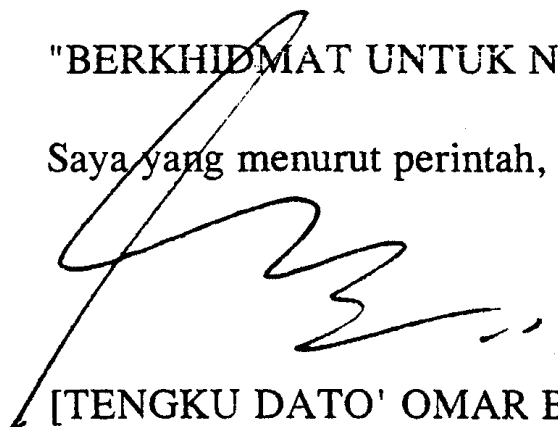
7. Dengan ini saya ingin menjelaskan bahawa pekerja warganegara Malaysia yang diliputi di bawah Act 4 tidak diwajibkan dan tidak perlu dilindungi di bawah *workmen's compensation insurance policy*. Malah pekerja warganegara Malaysia yang tidak diliputi di bawah Act 4 adalah juga tidak diwajibkan dan tidak perlu dilindungi di bawah *workmen's compensation insurance policy*.

8. Bagi pekerja warganegara Malaysia yang tidak diliputi di bawah Act 4, amalan melindungi mereka di bawah *workmen's compensation insurance policy* yang dikeluarkan di bawah Act 273 adalah tidak wajar dan hendaklah dihentikan kerana Act 273 tidak terpakai (*not applicable*) kepada mana-mana pekerja warganegara Malaysia. Pekerja-pekerja tersebut boleh dilindungi di bawah *insurance policy* lain yang bersesuaian dengan mereka menurut budibicara majikan yang menggaji mereka atau menurut *terms and conditions of service* di bawah kontrak perkhidmatan mereka.

Sekian, terima kasih.

"BERKHIDMAT UNTUK NEGARA"

Saya yang menurut perintah,



[TENGGU DATO' OMAR BIN TENGGU BOT]

Ketua Pengarah Buruh,
Semenanjung Malaysia.

s.k.

- (1) Ketua Pengarah,
Pertubuhan Keselamatan Sosial,
Tingkat 19, Menara PERKESO,
281, Jalan Ampang,
50538 Kuala Lumpur.