



**KERAJAAN MALAYSIA**

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**Perolehan Perkhidmatan Ukiran Kayu**

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**LAMPIRAN**

## **PK 2.20 PEROLEHAN PERKHIDMATAN UKIRAN KAYU**

### **1. Pendahuluan**

- 1.1 Pekeliling ini adalah bertepatan dengan aspirasi kerajaan untuk memartabatkan warisan kraf negara agar produk kraf terutamanya produk ukiran kayu dapat diwarisi kepada generasi akan datang, menjana pendapatan dan meningkatkan taraf ekonomi rakyat yang menjadikan kraf sebagai sumber pendapatan utama mereka.
- 1.2 Selain itu, Perbendaharaan telah menerima aduan berkenaan kadar bayaran yang diterima oleh syarikat pengukir kayu yang dilantik oleh Kontraktor Utama bagi projek pembinaan Kerajaan tidak setimpal dengan rekaan motif, kehalusan kerja dan nilai estetik ukiran kayu yang dihasilkan.
- 1.3 Sehubungan itu, Perbendaharaan dengan kerjasama Perbadanan Kemajuan Kraftangan Malaysia (PKKM) telah memutuskan untuk mengambil pendekatan bagi mengiktiraf kepentingan memelihara kelestarian seni ukiran kayu serta melindungi kebajikan syarikat pengukir kayu melalui pelaksanaan berdasarkan ketetapan dalam pekeliling ini.
- 1.4 Justeru itu, Agensi hendaklah memastikan pelaksanaan tatacara perolehan yang ditetapkan dalam pekeliling ini dipatuhi sepenuhnya.

### **2. Kaedah Pelaksanaan Perolehan**

Terdapat tiga (3) kaedah pelaksanaan bagi perolehan perkhidmatan ukiran kayu dalam perolehan Kerajaan iaitu:

- 2.1 Perolehan perkhidmatan ukiran kayu bagi bangunan sedia ada;
- 2.2 Perolehan perkhidmatan ukiran kayu bagi kerja pembinaan bangunan baharu/naik taraf/ubah suai di bawah Kontraktor Utama untuk projek Konvensional; dan

- 2.3 Perolehan perkhidmatan ukiran kayu bagi kerja pembinaan bangunan baharu/naik taraf/ubah suai di bawah Kontraktor Utama untuk projek Reka dan Bina.

### **3. Pemakaian Jadual Kadar Harga Ukiran Kayu**

- 3.1 Agensi hendaklah menggunakan Jadual Kadar Harga (JKH) Ukiran Kayu yang dimuat naik oleh PKKMM di laman sesawang PKKMM untuk diguna pakai bagi perolehan di perenggan 2 di atas.
- 3.2 JKH Ukiran kayu ini adalah terpakai bagi perolehan bernilai sehingga RM20 ribu sahaja.
- 3.3 Manakala bagi perolehan melebihi RM20 ribu, tawaran harga adalah secara kompetitif.

### **4. Kod Bidang Pendaftaran Syarikat Pengukir Kayu Dengan Kementerian Kewangan**

- 4.1 Perolehan perkhidmatan ukiran kayu hendaklah dipelawa dalam kalangan syarikat pengukir kayu yang berdaftar di bawah Kod Bidang Perkhidmatan 222901 – Seni Ukir (Ukiran Berasaskan Kayu); dan
- 4.2 Kod bidang perkhidmatan ini adalah berdasarkan skop tugas syarikat pengukir kayu yang melibatkan tanggungjawab membekal, menghantar, memasang, menyelenggara, membaik pulih, membaiki dan mengganti.

### **5. Pihak Berkuasa Melulus Bagi Perolehan Perkhidmatan Ukiran Kayu**

Agensi hendaklah melaksanakan perolehan perkhidmatan ukiran kayu dalam perolehan Kerajaan berdasarkan ketetapan berikut:

Bil.	Had Nilai Perolehan Perkhidmatan Ukiran Kayu	Pihak Berkuasa Melulus (PBM)
a.	<b><u>Pembelian Terus</u></b> Sehingga RM20 ribu	Pegawai Pengawal/Pegawai yang diturunkan kuasa oleh Pegawai Pengawal
b.	<b><u>Sebut Harga</u></b> Melebihi RM20 ribu sehingga RM500 ribu	Jawatankuasa Sebut Harga Agensi
c.	<b><u>Tender</u></b> Melebihi RM500 ribu	Lembaga Perolehan Agensi (mengikut had nilai yang ditetapkan)

**6. Perolehan Perkhidmatan Ukiran Kayu Bagi Bangunan Sedia Ada Atau Kerja Pembinaan Bangunan Baharu/Naik Taraf/Ubah Suai Di Bawah Kontraktor Utama Untuk Projek Konvensional**

**6.1 Perolehan Melalui Pembelian Terus Sehingga RM20 Ribu**

**6.1.1 Mulai 1 Mac Hingga 31 Mei 2021**

- (a) Perolehan perkhidmatan ukiran kayu hendaklah dipelawa dalam kalangan:
- (i) Syarikat pengukir kayu yang berdaftar dengan Akaun Pendaftaran Kementerian Kewangan di bawah kod bidang sedia ada seperti di **Lampiran 1**;
  - (ii) Syarikat pengukir kayu yang berdaftar dengan Akaun Asas Kementerian Kewangan; dan
  - (iii) Syarikat/individu pengukir kayu yang berdaftar dengan PKKM [selain 6.1.1(a)(i) dan (ii)].
- (b) Bagi perolehan dalam kalangan 6.1.1(a)(i) dan (ii), Agensi hendaklah melaksanakan perolehan melalui Sistem ePerolehan (eP). Manakala bagi perolehan 6.1.1(a)(iii), pengecualian eP diberikan dan maklumat lantikan hendaklah direkodkan dalam Sistem MyGPIS.

- (c) Bagi perolehan dalam kalangan 6.1.1(a)(ii), syarikat pengukir Kayu boleh berdaftar dengan Akaun Asas Kementerian Kewangan dengan memilih Jenis Perniagaan ROC dalam *drop down lists* Akaun Asas. Kriteria asas yang membolehkan syarikat pengukir kayu berdaftar dengan Akaun Asas (Jenis Perniagaan ROC) adalah perlu terlebih dahulu berdaftar dengan Suruhanjaya Syarikat Malaysia (SSM).

### 6.1.2 **Mulai 1 Jun 2021**

- (a) Perolehan perkhidmatan ukiran kayu hendaklah dilaksanakan melalui Sistem eP dalam kalangan:
  - (i) Syarikat pengukir kayu yang berdaftar dengan Akaun Pendaftaran Kementerian Kewangan di bawah Kod Bidang Perkhidmatan 222901 – Seni Ukir (Ukiran Berasaskan Kayu); dan
  - (ii) Syarikat pengukir kayu yang berdaftar dengan Akaun Asas Kementerian Kewangan.
- (b) Keutamaan adalah kepada syarikat pengukir kayu di perenggan 6.1.2(a)(i).
- (c) Bagi perolehan dalam kalangan 6.1.2(a)(ii), syarikat pengukir kayu boleh berdaftar dengan Akaun Asas Kementerian Kewangan dengan memilih Jenis Perniagaan ROC dalam *drop down lists* Akaun Asas:
  - (i) Kriteria asas yang membolehkan syarikat pengukir kayu berdaftar dengan Akaun Asas (Jenis Perniagaan ROC) adalah perlu terlebih dahulu berdaftar dengan Suruhanjaya Syarikat Malaysia (SSM); dan

- (ii) Sekiranya pengukir kayu merupakan seorang individu, maka wajar berdaftar dengan SSM di bawah ROB, dan boleh berdaftar dengan Akaun Asas di bawah Jenis Perniagaan ROB Perseorangan.
- (d) Perolehan perkhidmatan ukiran kayu bagi bangunan sedia ada hendaklah dilaksanakan melalui Sistem eP sepenuhnya, manakala bagi kerja pembinaan bangunan baharu/naik taraf/ubah suai di bawah Kontraktor Utama untuk projek konvensional hendaklah dilaksanakan melalui Sistem eP sehingga keputusan oleh PBM sahaja.
- (e) Panduan mengenai perolehan perkhidmatan ukiran kayu bagi kerja pembinaan bangunan baharu/naik taraf/ubah suai di bawah Kontraktor Utama untuk projek Konvensional melalui Sistem eP adalah seperti di **Lampiran 2**.

### **6.1.3 Pemakaian JKH Bagi Perolehan Pembelian Terus**

Bagi perolehan perkhidmatan ukiran kayu secara pembelian terus sehingga RM20 ribu bagi bangunan sedia ada, tawaran harga oleh syarikat pengukir kayu adalah berdasarkan JKH. Sekiranya tiada item dinyatakan di dalam JKH, Agensi hendaklah memastikan kadar harga yang diguna pakai memberikan nilai faedah yang terbaik (*value for money*) kepada Kerajaan.

## **6.2 Perolehan Melalui Sebut Harga dan Tender Melebihi RM20 Ribu**

### **6.2.1 Mulai 1 Mac Hingga 31 Mei 2021**

- (a) Perolehan perkhidmatan ukiran kayu hendaklah dipelawa dalam kalangan:
  - (i) Syarikat pengukir kayu yang berdaftar dengan Akaun Pendaftaran Kementerian Kewangan di bawah kod bidang sedia ada seperti di **Lampiran 1**; dan

- (ii) Syarikat pengukir kayu yang berdaftar dengan PKKMM [selain 6.2.1(a)(i)].
- (b) Bagi perolehan dalam kalangan 6.2.1(a)(i), Agensi hendaklah melaksanakan perolehan melalui Sistem eP. Manakala bagi perolehan 6.2.1(a)(ii), pengecualian eP diberikan dan maklumat lantikan hendaklah direkodkan dalam Sistem MyGPIS.

### **6.2.2 Mulai 1 Jun 2021**

- (a) Perolehan perkhidmatan ukiran kayu hendaklah dilaksanakan melalui Sistem eP dalam kalangan syarikat pengukir kayu yang berdaftar dengan Akaun Pendaftaran Kementerian Kewangan di bawah Kod Bidang Perkhidmatan 222901 – Seni Ukir (Ukiran Berasaskan Kayu) sahaja.
- (b) Perolehan perkhidmatan ukiran kayu untuk bangunan sedia ada hendaklah dilaksanakan melalui Sistem eP sepenuhnya, manakala bagi kerja pembinaan bangunan baharu/naik taraf/ubah suai di bawah Kontraktor Utama untuk projek Konvensional hendaklah dilaksanakan melalui Sistem eP sehingga keputusan oleh PBM sahaja.
- (c) Panduan mengenai perolehan perkhidmatan ukiran kayu bagi kerja pembinaan bangunan baharu/naik taraf/ubah suai di bawah Kontraktor Utama untuk projek Konvensional melalui Sistem eP adalah seperti di **Lampiran 2**.

### **6.2.3 Pemakaian JKH Bagi Perolehan Sebut Harga Dan Tender**

Bagi perolehan perkhidmatan ukiran kayu secara sebut harga dan tender melebihi RM20 ribu, tawaran harga adalah secara kompetitif dan JKH adalah tidak terpakai.



### **6.3 Perkhidmatan Ukiran Kayu Sebagai Kerja Pakar (*Specialist Work*) Bagi Kerja Pembinaan Bangunan Baharu/Naik Taraf/Ubah Suai Di Bawah Kontraktor Utama Untuk Projek Konvensional**

Perolehan perkhidmatan ukiran kayu bagi kerja pembinaan bangunan baharu/naik taraf/ubah suai di bawah kontraktor utama untuk projek Konvensional adalah diklasifikasikan sebagai kerja pakar (*specialist work*). Ianya hendaklah diasingkan daripada skop kerja kontraktor utama dan diperuntukkan di bawah Wang Kos Prima (*Prime Cost Sum - PC Sum*) untuk dilaksanakan oleh Pembekal Dinamakan (*Nominated Supplier - NS*) seperti berikut:

6.3.1 Agensi hendaklah memastikan kerja-kerja membekal dan memasang ukiran kayu diperuntukkan di bawah Wang Kos Prima di dalam Dokumen Pelawaan selaras dengan syarat-syarat kontrak, tanpa mengira had nilai perolehan; dan

6.3.2 Proses iklan/pelawaan dan penilaian hendaklah dilaksanakan melalui Sistem eP. Manakala, pengeluaran SST adalah secara manual kerana ia melibatkan penggunaan pelbagai borang berkaitan dengan penglibatan pihak Kontraktor Utama. Panduan mengenai perkara ini adalah seperti di **Lampiran 2**.

### **6.4 Mekanisme Pelantikan Syarikat Pengukir Kayu Selepas Kelulusan Pihak Berkuasa Melulus**

#### **6.4.1 Perolehan Perkhidmatan Ukiran Kayu Bagi Bangunan Sedia Ada**

- (a) Pesanan Kerajaan (bagi pembelian terus) atau SST dan/atau Perjanjian (bagi Sebut Harga dan Tender) akan dikeluarkan oleh Agensi kepada syarikat pengukir kayu yang diluluskan oleh PBM. Bagi syarikat pengukir kayu yang telah berdaftar dengan Akaun Asas dan Akaun Kementerian Kewangan, pengeluaran Pesanan Kerajaan/SST hendaklah dilaksanakan melalui Sistem eP sepenuhnya; dan

- (b) Pembayaran hendaklah dibuat oleh Agensi kepada syarikat pengukir kayu yang dilantik selaras dengan syarat-syarat kontrak.

**6.4.2 Perolehan Perkhidmatan Ukiran Kayu Bagi Kerja Pembinaan Bangunan Baharu/Naik Taraf/Ubah Suai Di Bawah Kontraktor Utama Untuk Projek Konvensional**

- (a) Setelah kelulusan PBM, Agensi memaklumkan kepada Kontraktor Utama melalui borang JKR203P3 Pind. 2010 seperti di **Lampiran 3** untuk mengeluarkan SST kepada syarikat pengukir kayu yang diluluskan sebagai NS oleh PBM;
- (b) Agensi memaklumkan kepada syarikat pengukir kayu yang berjaya melalui borang JKR203P6 Pind. 2010 di **Lampiran 4** mengenai syarikat tersebut sebagai NS kepada Kontraktor Utama;
- (c) Kontraktor Utama akan mengeluarkan SST kepada syarikat pengukir kayu yang diluluskan oleh PBM melalui borang JKR203P4 Pind. 2010 di **Lampiran 5**;
- (d) Selaras dengan pelantikan syarikat pengukir kayu tersebut sebagai NS, Agensi akan membuat pembayaran secara terus kepada syarikat pengukir kayu tersebut bagi perkhidmatan yang telah selesai disempurnakan dengan baik; dan
- (e) Dokumen/borang lain berkaitan NS adalah seperti berikut:
  - (i) JKR203P (*Revised 1/2010*) – *Standard Form of Contract* di **Lampiran 6**;
  - (ii) JKR203P1 Pind. 2010 - Borang Tender Untuk Digunakan Oleh Pembekal Dinamakan di **Lampiran 7**;

- (iii) JKR203P2 Pind. 2010 Syarat-Syarat Membuat Tender Dan Maklumat Am Untuk Digunakan Oleh Pembekal Dinamakan di **Lampiran 8**;
- (iv) JKR203P5 Pind. 2010 - Pesanan Untuk Membekal Dan Menyerah-Hantar Artikel- Artikel di **Lampiran 9**;
- (v) JKR203P5A Pind. 2010 - Jadual Artikel-Artikel Yang Dipesan Untuk Dibekal Dan Diserah-Hantar di **Lampiran 10**;
- (vi) JKR203P7 Pind. 2010 - Surat Jaminan Tanggung Rugi Dari Pembekal Dinamakan Kepada Kerajaan di **Lampiran 11**; dan
- (vii) Borang Jaminan Bank/Jaminan Syarikat Kewangan/Jaminan Insurans Untuk Bon Pelaksanaan (Pembekal Dinamakan) di **Lampiran 12**.

**7. Perolehan Perkhidmatan Ukiran Kayu Bagi Kerja Pembinaan Bangunan Baharu/Naik Taraf/Ubah Suai Di Bawah Kontraktor Utama Untuk Projek Reka & Bina**

Bagi projek yang dilaksanakan secara Reka dan Bina, memandangkan semua skop tugas adalah di bawah tanggungjawab Kontraktor Utama, Agensi Kerajaan hendaklah meletakkan syarat di dalam Kehendak Kerajaan (*Needs Statement*) seperti berikut:

- 7.1 Kontraktor Utama hendaklah melantik syarikat pengukir kayu yang berdaftar dengan Akaun Pendaftaran Kementerian Kewangan di bawah Kod Bidang Perkhidmatan 222901 – Seni Ukir (Ukiran Berasaskan Kayu) dan reka bentuk/motif ukiran kayu yang hendak digunakan perlu mengikut keperluan Agensi;
- 7.2 Kontraktor Utama hendaklah melantik syarikat pengukir kayu yang sama sepertimana dalam dokumen pra-bida yang telah dikemukakan bagi tujuan rekaan dan pemasangan di tapak projek. Kontraktor Utama hendaklah memastikan syarikat pengukir kayu yang dinamakan dalam dokumen pra-bida berdasarkan senarai syarikat yang diiktiraf oleh PKKM;

- 7.3 Hanya syarikat pengukir kayu sepertimana dalam dokumen pra-bida yang akan dinilai dan dilantik oleh Kontraktor Utama. Kontraktor Utama hendaklah mengemukakan salinan SST dan Perjanjian dengan syarikat pengukir kayu yang telah dilantik kepada Agensi bagi tujuan pemantauan; dan
- 7.4 Tindakan tatatertib seperti dalam PP/PK 8 - Ketidakpatuhan Dalam Perolehan Kerajaan, boleh diambil ke atas Kontraktor Utama yang gagal mematuhi ketetapan di perenggan 7.1 hingga 7.3 di atas.

## **8. Penglibatan PKKM Dalam Jawatankuasa Perolehan**

- 8.1 Bagi memastikan penglibatan pihak yang pakar dalam bidang ukiran kayu, PKKM akan memainkan peranan dalam Jawatankuasa berkaitan perolehan yang ditubuhkan di peringkat Agensi Kerajaan.
- 8.2 Agensi hendaklah memastikan penglibatan wakil PKKM seperti berikut:
- 8.2.1 Memberi input dan maklumbalas kepada Ahli Jawatankuasa Spesifikasi sekiranya perlu;
- 8.2.2 Memberi input bagi penyediaan Dokumen Pelawaan; dan
- 8.2.3 Pelantikan sebagai Ahli Jawatankuasa Penilaian Teknikal dan Kewangan.

## **9. Liabiliti Ke Atas Kerosakan Ketika Pemasangan**

### **9.1 Perolehan Perkhidmatan Ukiran Kayu Bagi Bangunan Sedia Ada**

- 9.1.1 Sekiranya syarikat pengukir kayu yang dilantik melakukan sebarang kerosakan semasa pemasangan di bangunan sedia ada, syarikat tersebut hendaklah bertanggungjawab untuk membuat pembaikan dan menanggung segala kos ke atas kerosakan yang berkaitan; dan
- 9.1.2 Perkara ini hendaklah dinyatakan secara jelas dalam SST dan Perjanjian dengan syarikat pengukir kayu.

**9.2 Perolehan Perkhidmatan Ukiran Kayu Bagi Kerja Pembinaan Bangunan Baharu/Naik Taraf/Ubah Suai Di Bawah Kontraktor Utama Untuk Projek Konvensional**

Kontraktor Utama adalah bertanggungjawab sepenuhnya ke atas sebarang kerosakan ketika pemasangan oleh syarikat pengukir kayu memandangkan tiada ikatan kontrak antara Agensi Kerajaan dengan syarikat pengukir kayu. Agensi Kerajaan hanya berkontrak dengan Kontraktor Utama.

**9.3 Perolehan Perkhidmatan Ukiran Kayu Bagi Kerja Pembinaan Bangunan Baharu/Naik Taraf/Ubah Suai Di Bawah Kontraktor Utama Untuk Projek Reka dan Bina**

Liabiliti adalah kepada Kontraktor Utama memandangkan Agensi Kerajaan berkontrak dengan Kontraktor Utama dan syarikat pengukir kayu dilantik oleh Kontraktor Utama.

**10. Tarikh Kuat Kuasa**

Peraturan ini berkuat kuasa mulai **1 Mac 2021**.

# LAMPIRAN

## LAMPIRAN 1

### SYARIKAT PENGUKIR KAYU BERDAFTAR DENGAN KEMENTERIAN KEWANGAN DI BAWAH PELBAGAI KOD BIDANG BERKAITAN KAYU/UKIRAN KAYU

Kod Bidang	Bidang, Sub Bidang Dan Pecahan Sub Bidang
020101	<b>Bekalan:</b> Perabot, Peralatan Pejabat, Hiasan Dalaman Dan Domestik: Perabot, Kelengkapan Dan Aksesori: Perabot, Perabot Makmal dan Kelengkapan Berasaskan Kayu/Rotan/Fabrik/Logam/Plastik ( <i>Workstations</i> )
020102	<b>Bekalan:</b> Perabot, Peralatan Pejabat, Hiasan Dalaman Dan Domestik: Perabot, Kelengkapan Dan Aksesori: Barangan Hiasan Dalaman Dan Aksesori
020199	<b>Bekalan:</b> Perabot, Peralatan Pejabat, Hiasan Dalaman Dan Domestik: Perabot, Kelengkapan Dan Aksesori: Pembuat
220202	<b>Perkhidmatan:</b> Penyelenggaraan/Pembaikan Mesin, Perabot Pejabat/Kediaman: Perabot Pejabat/Kediaman
221401	<b>Perkhidmatan:</b> Pengindahan: Bangunan/Hiasan Dalaman (tidak termasuk pelanskapan dan seni taman)
222901	<b>Perkhidmatan:</b> Seni Ukir (Ukiran Berasaskan Kayu)

## TATACARA PEROLEHAN PERKHIDMATAN UKIRAN KAYU BAGI KERJA PEMBINAAN BANGUNAN BAHARU/NAIK TARAF/UBAH SUAI DI BAWAH KONTRAKTOR UTAMA UNTUK PROJEK KONVENSIONAL MELALUI SISTEM ePEROLEHAN (eP)

### PENDAHULUAN

Tatacara ini dikeluarkan untuk menjelaskan kepada Kementerian/Pusat Tanggungjawab (PTJ) berhubung tindakan yang perlu diambil di dalam sistem ePerolehan (eP) sekiranya terlibat dengan Perolehan Perkhidmatan Ukiran Kayu Bagi Kerja Pembinaan Bangunan Baharu/Naik Taraf/Ubah Suai Di Bawah Kontraktor Utama Untuk Projek Konvensional yang dinyatakan di dalam PK 2.5.

### TINDAKAN YANG PERLU DIAMBIL OLEH KEMENTERIAN/PTJ

Kementerian/PTJ perlu mengambil tindakan berikut:

1. Proses penciptaan sebut harga/tender sehingga ke peringkat Pihak Berkuasa Melulus (PBM) memuktamadkan pemilihan pembekal, iaitu sehingga sebut harga/tender tersebut berstatus '**Menunggu Penyediaan Surat Niat**' hendaklah **dilaksanakan sepenuhnya melalui sistem eP.**
2. Pengeluaran Surat Niat (jika berkaitan) dan Surat Setuju Terima (SST) hendaklah dilaksanakan secara manual di luar Sistem eP. Untuk tujuan ini, Kementerian/PTJ hendaklah mengambil tindakan berikut:
  - 2.1. Setelah PBM memuktamadkan pemilihan pembekal, sebut harga/tender tersebut akan berstatus '**Menunggu Penyediaan Surat Niat**'.
  - 2.2. Surat Niat (jika berkaitan) dan SST hendaklah dikeluarkan oleh Kontraktor Utama secara manual kepada pembekal yang berjaya selaras dengan PK 2.5. Kementerian/PTJ hendaklah memastikan supaya SST dikeluarkan kepada pembekal yang berjaya semasa tempoh sah laku sebut harga/tender masih lagi berkuat kuasa.
  - 2.3. Kementerian/PTJ hendaklah *log case* di eAduan dengan memuat naik surat makluman yang ditanda tangani oleh Ketua Jabatan dengan tajuk "**Pengecualian PK 2.5 Bagi Nombor Dan Tajuk QT Perolehan Perkhidmatan Ukiran Kayu**" untuk menamatkan semua peranan pengguna yang terlibat dalam perolehan tersebut.
  - 2.4. Kementerian/PTJ hendaklah meneruskan bayaran melalui Sistem iGFMAS.



KERAJAAN MALAYSIA  
JABATAN KERJA RAYA

Rujukan .....

Pejabat

Reference

Office of

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

Tarikh .....  
Date

Kepada,  
To,

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

(Kontraktor Utama)  
(Main Contractor)

Tuan,

No. Kontrak .....  
Contract No.

Untuk .....  
For

Penamaan Pembekal Bagi .....  
Nomination of Supplier for  
.....

---

Mengikut Fasal 60 Syarat-syarat Kontrak, tuan adalah dengan ini diarah supaya  
menyetujui Tender daripada .....  
.....  
di alamat .....  
.....  
yang telah dinamakan untuk membekal dan menyerah-hantar Artikel-artikel yang tersebut  
di atas dengan harga sebanyak Ringgit Malaysia : .....  
.....(RM .....)

**LAMPIRAN 3 (samb.)**

*In accordance with Clause 60 of the Conditions of Contract, you are hereby instructed to accept the tender from.....*

*at .....  
who has been nominated to supply and deliver the Articles mentioned above for the sum of Malaysian Ringgit : .....  
..... (RM.....)*

2. Firma yang tersebut di atas hendaklah menjadi Pembekal Dinamakan dan tuan adalah dikehendaki mengikat Subkontrak dengan firma tersebut.

*The above-mentioned firm shall become a Nominated Supplier and you shall be required to enter into a Sub-contract with the said firm.*

3. Dokumen-dokumen Subkontrak sedang disediakan oleh pejabat ini dan tuan akan diberitahu apabila ianya siap untuk ditandatangani oleh tuan dan Pembekal Dinamakan.

*The Sub-contract documents are being prepared by this office and you shall be informed when they are ready to be signed by you and the Nominated Supplier.*

4. Pembekal Dinamakan telah mengakujajani untuk memulakan bekalan dan serah-hantaran Artikel-artikel tersebut dalam tempoh..... minggu dari tarikh Pesanan Rasmi tuan dan menyempurnakannya dalam tempoh ..... minggu dari tarikh bermulanya serah-hantaran.

*The Nominated Supplier has undertaken to commence the supply and delivery of the said Articles within..... weeks from the date of your Order and to complete the same within ..... weeks from the date of commencement of delivery.*

5. Tuan adalah dengan ini diingatkan bahawa tarikh permulaan Pesanan yang tersebut dalam Perenggan 2.3 Syarat-syarat Membuat Tender dan Maklumat Am (Borang JKR 203P2 Pind. 2010) hanyalah anggaran sahaja dan tuan adalah bertanggungjawab memberi tarikh permulaan sebenarnya kepada Pembekal Dinamakan.

*You are hereby reminded that the date for commencement of the Orders mentioned in Paragraph 2.3 of the Conditions of Tendering and General Information (Form JKR 203P2 Pind. 2010) is only an approximation and you are responsible for giving the exact date of commencement to the Nominated Supplier.*

6. Tuan adalah juga diingatkan bahawa apa-apa bantahan terhadap pelantikan Pembekal Dinamakan ini hendaklah dikemukakan kepada pejabat ini dalam tempoh dua puluh satu (21) hari daripada tarikh surat ini. Jika tiada apa-apa bantahan bertulis diterima dari tuan dalam tempoh tersebut adalah disifatkan bahawa Tuan menerima pelantikan pembekal dinamakan ini dan tuan hendaklah mengeluarkan Surat Setujuterima Tender atas borang JKR 203P4 Pind. 2010 sebaik sahaja berakhirnya tempoh tersebut.

*You are also hereby reminded that any objection to the nomination of this Nominated Sub-Contractor shall be submitted to this office within twenty-one (21) days from the date of this letter. If within the period specified no written objection have been received from you, it is deemed that you have agreed with the nomination and you shall immediately issue the Letter of Acceptance of Tender using form JKR 203P4 Pind. 2010 upon the expiry of the said period.*

**LAMPIRAN 3 (samb.)**

.....  
Pegawai Penguasa  
*Superintending Officer*

(Nama Penuh  
..... )  
*Name in full*

Nama Jawatan .....  
*Designation*

s.k. Pembekal Dinamakan  
*Nominated Supplier*

Pengarah,  
Pusat Khidmat Kontraktor,  
Kementerian Pembangunan Usahawan,  
Kuala Lumpur.

Pengarah Cawangan .....  
Ibu Pejabat JKR,  
Kuala Lumpur.

Pengarah,  
Cawangan Kontrak & Ukur Bahan,  
Ibu Pejabat JKR,  
Kuala Lumpur.

Pengarah JKR Negeri .....

Jurutera Daerah/Projek .....

**LAMPIRAN 4**

(JKR 203P6 Pind. 2010)

**KERAJAAN MALAYSIA**

**JABATAN KERJA RAYA**

Rujukan .....

*Reference*

Pejabat

.....  
*Office of*  
.....  
.....  
.....

Tarikh .....  
*Date*

Kepada,  
*To,*

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

(Pembekal Dinamakan)  
*(Nominated Supplier)*

Tuan,

No. Kontrak .....  
*Contract No.*

Kerja Kontrak Utama .....  
*Main Contract Works*

Kerja Subkontrak .....  
*Sub-Contract Articles*

.....

---

Mengikut Fasal 1.1 Syarat-syarat Membuat Tender, tuan telah dinamakan sebagai Pembekal Dinamakan bagi menjalankan dan menyiapkan pembekalan dan serah-hantaran Artikel kepada .....

beralamat (atau pejabat berdaftar yang terletak) di .....Kontraktor Utama, dengannya tuan dikehendaki melaksanakan Perjanjian Subkontrak yang formal dalam sedikit masa lagi bagi menjalankan dan menyiapkan Kerja Subkontrak di atas.

**LAMPIRAN 4 (samb.)**

*In accordance with Clause 1.1 of the Conditions for Tendering you have been nominated to become a Nominated Supplier for the supply and delivery of the Articles to.....*

*of or whose registered office is situated at .....*

*.....  
the Main Contractor, with whom you will be required to execute in due course a formal Sub-contract.*

2. Menurut Fasal 1.7 Syarat-syarat Membuat Tender, tuan adalah dikehendaki sebagai syarat sebelum memulakan Kerja di bawah Subkontrak ini, mendeposit dengan Kerajaan Surat Jaminan Tanggung Rugi Borang JKR 203P7 Pind. 2010 yang disertakan.

*In accordance with Clause 1.7 of the Conditions for Tendering, you are required as a condition precedent to the commencement of any work under the Sub-contract to deposit with the Government a Letter of Indemnity on form JKR 203P7 Pind. 2010 provided.*

3. Surat Jaminan Tanggung Rugi Borang 203P7 Pind. 2010 ini dihantar kepada tuan dalam dua salinan. Sila kembalikan salinan asal yang telah ditandatangani dan disaksikan dengan sewajarnya di tempat yang ditunjukkan dan tuan menyimpan salinannya.

*The Letter of Indemnity form JKR 203P7 Pind. 2010 is sent to you in duplicate. Please return to us the original duly signed and witnessed where indicated, and retain the copy.*

.....  
Pegawai Penguasa  
Superintending Officer

(Nama Penuh : ..... )  
Name in full

Nama Jawatan : .....  
Designation

s.k. Subkontraktor Utama  
Main Contractor

Pengarah Cawangan .....  
Ibu Pejabat JKR,  
Kuala Lumpur.

Pengarah,  
Cawangan Kontrak & Ukur Bahan,  
Ibu Pejabat JKR,  
Kuala Lumpur.

Pengarah JKR Negeri .....

Jurutera Daerah/Projek .....

**LAMPIRAN 5**

(JKR 203P4 Pind. 2010)

**SURAT SETUJU-TERIMA TENDER**  
*LETTER OF ACCEPTANCE OF TENDER*

**OLEH KONTRAKTOR UTAMA KEPADA PEMBEKAL DINAMAKAN**  
*BY MAIN CONTRACTOR TO NOMINATED SUPPLIER*

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

(Kontraktor Utama)  
(Main Contractor)

Tarikh .....  
Date :

Kepada,  
To,  
.....  
.....  
.....

(Pembekal Dinamakan)  
(Nominated Supplier)

Tuan,

Tender bagi Membekal dan Menyerah-hantar : .....  
*Tender for Supply and Delivery of :*  
.....

Tuan adalah dengan ini diberitahu bahawa Tender tuan untuk Membekal Artikel-artikel tersebut di atas dengan harga sebanyak Ringgit Malaysia : .....

..... (RM ..... )

adalah disetuju-terima tertakluk kepada Syarat-Syarat Subkontrak termasuk Jadual-jadual yang terlampir kepadanya (Borang PWD 203P Revised 2010), Syarat-Syarat Membuat Tender dan Maklumat Am (Borang JKR 203P2 Pind. 2010), Pelan (jika ada) dan Spesifikasi dan Surat ini.

*You are hereby informed that your Tender for the above-mentioned Supply of Articles in the sum of Malaysia Ringgit : .....*

..... (RM ..... )

*is accepted subject to the conditions of Sub-Contract (Form PWD 203P Revised 2010), Conditions of Tendering and General Information (Form JKR 203P2 Pind. 2010), Drawings (if any) and Specification and this Letter.*

## LAMPIRAN 5 (samb.)

2. Walau apa pun peruntukan di atas, pembayaran hendaklah dibuat mengikut Syarat-syarat Subkontrak mengikut kadar atau harga seunit yang dinyatakan dalam Jadual yang terlampir kepada Borang Tender atau dicatatkan dalam Jadual II kepada Syarat-syarat Subkontrak tersebut.

*Notwithstanding the above, payment shall be made in accordance with the Conditions of Sub-contract at the unit rates or prices specified in the schedule attached to the Form of Tender or entered in Schedule II in the said Conditions of Sub-Contract.*

3. Tuan akan dikehendaki melaksanakan Subkontrak yang formal dalam sedikit masa lagi. Bagaimanapun, sehingga Subkontrak yang formal itu dilaksanakan Tender tuan berserta Surat ini hendaklah menjadi Kontrak yang mengikat antara kita.

*You will be required to execute in due course a formal Sub-Contract. However, until the formal Sub-Contract is executed your Tender together with this Letter shall constitute a binding contract between us.*

4. Tuan akan diberitahu bila dokumen-dokumen Subkontrak siap untuk tandatangan tuan.

*You will be notified when the Sub-Contract documents are ready for your signature.*

5. Sukacita kami menarik perhatian tuan kepada Syarat-syarat Membuat Tender yang menurutnya adalah dikehendaki, sebelum menandatangani Subkontrak ini, menandatangani dengan kami suatu Bon Perlaksanaan berjumlah sebanyak..... (yang merupakan 5% daripada Jumlah Harga Subkontrak) berupa wang tunai atau dalam bentuk Jaminan Bank/Bank Islam/BPIMB/ Insurans/Takaful atau Syarikat Kewangan yang diluluskan.

*We wish to draw your attention to the Conditions of Tendering whereby you are required, before the signing of the Sub-contract, to deposit with us the a Performance Bond amounting to RM ..... (being 5% of the Sub-Contract Sum) in cash or in the form of Bank/Islamic Bank / BPIMB / Insurance / Takaful or Finance Company Guarantee.*

6. Pesanan-pesanan (atas borang JKR 203P5 Pind. 2010 dan JKR 203P5A Pind. 2010) bagi Artikel-artikel yang hendak dibekal dan diserahkan akan diberi kepada tuan dari semasa ke semasa tetapi sebelum tarikh siap Kontrak Utama (tidak termasuk sebarang lanjutan masa) atau sebelum berakhirnya tempoh enam (6) bulan selepas tarikh Surat Setujuterima ini, mengikut yang mana lebih kemudian. Tuan hendaklah memulakan pembekalan dan penyerah-hantaran Artikel-artikel yang dinyatakan dalam Pesanan- pesanan dalam tempoh..... minggu dari tarikh setiap pesanan dan menyiapkannya dalam tempoh ..... minggu dari tarikh permulaan serah-hantaran masing-masing.

*Orders (on Form JKR 203P5 Pind. 2010 and JKR 203P5A Pind. 2010) for the Articles to be supplied and delivered will be given to you from time to time but before the Date for Completion of the Main Contract (exclusive any extension thereof) or before the expiry of six (6) months after the date of this Letter of Acceptance, whichever is the later. You shall commence the supply and delivery of the Articles stated in the Orders within ..... weeks from the respective dates of the Orders and to complete the same within ..... weeks from the respective dates of commencement of delivery.*

**LAMPIRAN 5 (samb.)**

7. Surat ini dihantar kepada tuan dalam dua salinan. Sila kembalikan yang asal yang telah ditandatangani dan disaksi dengan sewajarnya di tempat yang ditunjukkan, dan tuan pula menyimpan salinannya.

*This Letter is sent to you in duplicate. Please return to us the original, duly signed and witnessed, where indicated, and retain the copy.*

.....  
Tandatangan Kontraktor Utama  
*Signature of Main Contractor*

(Nama Penuh .....)  
*Name in full*

No. Kad Pengenalan :.....  
*I/C No.*

Atas sifat :.....  
*In the capacity of*

Yang diberi kuasa dengan sepenuhnya  
untuk menandatangani untuk dan bagi pihak  
*Duly authorised to sign for and on behalf of*

.....  
Meteri atau Cap Kontraktor Utama  
*Main Contractor's seal or chop*

s.k. Pegawai Penguasa  
*Superintending Officer*



**LAMPIRAN 5 (samb.)**

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

*The undersigned hereby acknowledges receipt of the above letter and a copy of which has been retained.*

.....  
Tandatangan Saksi  
*Signature of Witness*

(Nama Penuh .....)  
*Name in full*

No. Kad Pengenalan .....  
*I/C No.*

Pekerjaan .....  
*Occupation*

Alamat .....  
*Address*

.....

.....  
Tandatangan Pembekal Dinamakan  
*Signature of Nominated Supplier*

(Nama Penuh ..... )  
*Name in full*

No. Kad Pengenalan .....  
*I/C 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 Cap Pembekal Dinamakan  
*Nominated Supplier's Seal or Chop*

Tarikh : .....  
*Date*

Tarikh: .....  
*Date*

s.k. Pegawai Penguasa  
*Superintending Officer*

# GOVERNMENT OF MALAYSIA

## STANDARD FORM OF CONTRACT PWD FORM 203P, ( Revised 1/2010)

For Nominated Suppliers  
Where The Main Contract **IS** Based Upon  
PWD Form 203 Or 203A

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**STANDARD FORM OF SUB-CONTRACT FOR NOMINATED SUPPLIER  
(PWD 203P)**

**THIS SUB-CONTRACT** is made the ..... day of 20....

**BETWEEN** .....of (or whose registered office is situated at)

(hereinafter referred to as "Contractor") of the one part;

**AND**

.....of (or whose registered office is situated at)

(hereinafter referred to as "Nominated Supplier") of the other part;

The Contractor and the Nominated Supplier may individually be referred to as "Party" or collectively as "Parties".

**WHEREAS:**

A. The Contractor has entered into a Contract No: ..... made the ..... day of ..... 20 (hereinafter referred to as "Main Contract") between the Government of Malaysia (hereinafter referred to as "Government") of the one part and the ..... (*insert Contractor's name and registration no.*)(hereinafter referred to as "Contractor") of the other part for the

..... (hereinafter referred to as "the Main Contract Works") and particulars of which are as set out in **Schedule I** hereto.

B. The Contractor is desirous of purchasing various materials, articles or goods (hereinafter referred to as "Articles") for use in the Main Contract Works and particulars of which are set out in **Schedule II** hereto.

C. The Nominated Supplier has had reasonable opportunity to examine and have full knowledge of all the provisions of the Main Contract (except the details of the prices included therein).

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1.0 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Sub-Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them below except where the context otherwise requires:

"Articles" means the materials, articles or goods set out in Schedule II hereto, to be supplied and delivered under this Sub-Contract;

"Contractor" means .....:..... (\*To insert name of the Contractor signing the Main Contract (Co. No.)) and includes its heirs, executors, administrators, successors and permitted assignees;

"Drawing" means the drawings for the purposes of the Sub-Contract Works as attached to this Sub-Contract;

"Main Contract" means the Contract entered into between the Government and the Contractor, particulars of which are set out in **Schedule I** hereto;

"Main Contract Works" means the Works as defined by the Main Contract;

"Nominated Supplier" means ..... (\* to insert name of the Nominated Supplier signing this Sub-Contract (Co. No. )) and includes its heirs, executors, administrators, successors and permitted assignees;

"Sub-Contract" means -

- (i) this Sub-Contract (including its Schedules)
- (ii) Form of Tender (PWD203P1);
- (iii) Conditions of Tendering and General Information (PWD203P2);
- (iv) Letter of Acceptance of Tender (PWD203P4);
- (v) Drawings;**
- (vi) Specification;
- (vii) Letter of Indemnity (PWD 203P6 and PWD 203P7) to the Government; and
- (viii) Bill of Quantities/Schedules of Prices/Summary of Tender\*.

*(" to delete if not applicable.)*

"S.O." means the Superintending Officer who shall be.....  
..... *(insert the official designation)* and his successors in office;

"S.O.'s Representative" means any person or persons delegated or authorized in writing by the S.O. to perform any of the duties of the S.O. as may be from time to time in writing to act on his behalf for the purpose of the supervision of the Sub-contract;

"Site" means the land and other places on, above, under, in or through which the Works are to be executed and any other lands or places provided or approved by the Government for working space or any other purposes as may be specifically designated in this Contract;

"Specification" means the specifications for the purposes of the Sub-Contract Works as attached to this Sub-Contract;

"Sub-Contract Sum" means the.. sum of Ringgit Malaysia  
(RM ..... ).

## 1.2 Interpretation

- (a) The terms "approved" or "approval" and "directed" or "direction" wherever used in this Sub-Contract shall be in writing.
- (b) Words importing the singular only also include the plural and vice versa where the context requires.
- (c) The shoulder notes in this Sub-Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of this Sub-Contract.
- (d) The schedules hereto and any document herein referred to shall be taken, read and construed as an essential and integral part of this Sub-Contract and in the event of conflict between the terms of any of the schedules and the terms of this Sub-Contract, the terms of this Sub-Contract shall prevail over those of the schedules.

## 2.0 SUB-CONTRACT DOCUMENTS

The following documents shall be deemed to form and be read and construed as part of this Sub-Contract:

- (a) this Sub-Contract (including its schedules);
- (b) Form of Tender (PWD203P1);
- (c) Conditions of Tendering and General Information (PWD203P2);
- (d) Letter of Acceptance of Tender (PWD203P4);
- (e) Drawings;
- (f) Specification;
- (g) Letter of Indemnity (PWD203P6 and PWD203P7) to the Government: and
- (h) Bill of Quantities/Schedules of Prices/Summary of Tender\*.

*(\*delete if not applicable)*

## 3.0 CONSIDERATION

- (a) In consideration of the payments to be made by the Contractor to the Nominated Supplier as hereinafter mentioned, the Nominated Supplier hereby covenants with the Contractor to supply and deliver the Articles in conformity in all respects with the provisions of this Sub-Contract.
- (b) The Contractor hereby covenants to pay the Nominated Suppliers, in consideration of the supply and delivery of the Articles, the sum to be ascertained at the rates and prices specified in **Schedule II** of this Sub-Contract.

#### **4.0 MAIN CONTRACT**

The Nominated Supplier shall be deemed to have examined the Main Contract and a copy thereof and to have full knowledge of all the provisions of the Main Contract, except the details of the prices included therein.

#### **5.0 NOMINATED SUPPLIER'S LIABILITIES**

##### **5.1 Compliance with the Provision of Main Contract**

The Nominated Supplier shall observe, perform and comply with all the provisions of the Main Contract on the part of the Contractor to be observed, performed and complied with, in so far as they relate and apply to this Sub-Contract and are not repugnant to or inconsistent with the express provisions of this Sub-Contract as if all the same were severally set out herein.

##### **5.2 Indemnity to the Contractor**

The Nominated Supplier shall indemnify and save harmless the Contractor, against and from

- (a) any breach, non-observance or non-performance by the Nominated Supplier, his servants *Or* agents of the said provisions of the Main Contract or any of them;
- (b) any act or omission of the Nominated Supplier, his servants or agents which involves the Contractor in any liability to the Government under the Main Contract;
- (c) any claims, damage, loss or expense due to or resulting from any negligence or breach of duty on the part of the Nominated Supplier, his servants or agents; and
- (d) any loss or damage resulting from any claim under any statute in force for the time being by an employee of the Nominated Supplier in respect of personal injury arising out of or in the course of his employment.

PROVIDED ALWAYS THAT nothing in this Sub-Contract shall impose any liability on the Nominated Supplier in respect of any negligence or breach of duty on the part of the Government, the Contractor, his other sub-contractors or suppliers or their respective servants or agents.

#### **6.0 EXECUTION OF SUB-CONTRACT**

The Nominated Supplier shall execute and complete the supply and delivery of the Articles specified in **Schedule II** hereof so as to enable the Contractor to discharge his obligations under the Main Contract in so far as they relate and apply to this Sub-Contract in accordance with this Sub-Contract and in all respects to the reasonable satisfaction of the Contractor, the S.O. or the S.O.'s Representative and in conformity with all the reasonable directions and requirements of the Contractor (so far as they may apply) for the time being regulating the due execution of the Main Contract Works.

#### **7.0 STORAGE: ACCOMODATION**

Unless otherwise provided in the Specification or elsewhere under this Sub-Contract, the Contractor shall provide suitable storage place on the Site for the proper storage of the Articles delivered to the Site for the use in the Main Contract Works and it shall be the Contractor's sole responsibility to indemnify the Nominated Supplier against any loss or damage to the same.



## **8.0 SAMPLE, TESTING AND ACCESS TO THE FACTORY, ETC.**

### **8.1 Sample and testing**

- (a) The Contractor and the S.O. shall be at liberty to call for samples of any Articles to be supplied under the Sub-Contract for examination and/or testing, and to call for such further samples as required until the samples submitted are in the opinion of the S.O. in accordance with the Specifications. Samples approved after such examination and/or test shall indicate the standard required under this Sub-Contract and such samples shall be kept in the custody of the S.O.
- (b) If in the opinion of the S.O., any articles supplied under this Sub-Contract are not in accordance with the Specification or with any approved sample, the S.O. may direct the Contractor in writing to submit any such Articles for expert examination and/or test and all costs in connection therewith shall be borne by the Nominated Supplier unless such examination and/or test shows that the said Articles are in accordance with the Specification or with the approved samples, in which case the costs in connection therewith shall be reimbursed by the Government.

### **8.2 Access to factory, etc**

The Contractor and the S.O. and their respective authorised "representatives shall at reasonable times have access to the works, factory, workshops or other premises where the Articles to be supplied under this Sub-Contract are being manufactured and/or stored for the purpose of inspection and to examine any manufacturing process or to carry out any test on samples of the Articles or parts thereof for incorporation into the Articles as the S.O. or the Contractor deem-s necessary.

## **9.0 PACKING**

All Articles shall be supplied and delivered in such packing or containers or otherwise which shall in every way be adequate and sufficient for their purposes. Any loss or damage resulting from inadequate or defective packing shall be at the sole responsibility of the Nominated Supplier.

## **10.0 DEFECTIVE OR DAMAGED ARTICLES**

### **10.1 Removal and replacement**

The Nominated Supplier shall, at his own cost and when so notified in writing by the Contractor forthwith, subject to the consent of the S.O., remove and replace any Articles that are found upon delivery to be damaged, defective or in any way inferior to the approved samples or not in accordance with the Specification.

### **10.2 Defects appearing after delivery**

The Nominated Supplier shall make good by removing any defect in the Articles or replacing any defective Articles supplied, which may appear after delivery but within the Defect Liability Period under the Main Contract and shall bear any cost\_ or expense reasonably incurred by the Contractor as a direct consequence of such defects.

PROVIDED THAT-

- (a) where the Articles have been used or fixed, such defects are not such that examination by the Contractor ought to have revealed them before using of fixing; or

- (b) such defects are due solely' to defective workmanship or materials in the Articles supplied and shall not have been caused by improper storage or fixing by the Contractor, or misuse or by any act or negligence of the Contractor, his servants, Sub-Contractors or agents.

**10.3 Failure of Nominated Supplier to remove or replace**

- If the Nominated Supplier fails to remove and replace such defective or damaged Articles in accordance with either clause 10(1) or 10(2) or both, then the Contractor shall have the right to purchase such Articles elsewhere and/or effect replacements or to make good any defects or damage in any manner he deems necessary and all costs and expenses thereby incurred shall be recoverable from the Nominated Supplier.

**11.0 QUANTITIES AND PRICES**

**11.1 Quantities**

Any statement given in **Schedule II** hereto as to the total quantities of any Articles likely to be required under this Sub-Contract shall be deemed to be approximate only and the actual total quantities required shall be based on the orders made by the Contractor under clause 12 hereof.

PROVIDED THAT the total quantity of any Articles ordered under this Sub-Contract shall not be more than that required by the Main Contractor for the fulfillment of his obligations under the Main Contract as certified by the S.O.

**11.2 Rates and prices**

The rates or unit prices stipulated by the Nominated Supplier in **Schedule II** hereof shall be in Ringgit Malaysia only and shall be deemed to include all materials, labour, plant, tools, taxes, duties, tariff, supervision, overhead charges, profits and any other things necessary for the performance and conduct of operations required for the supply and delivery of the Articles unless otherwise specifically excluded.

**12.0 ORDERS**

**12.1 Orders**

The orders for the Articles to be supplied under this Sub-Contract shall be given by the Contractor in written orders (hereinafter referred to as "Orders"). All the Orders shall clearly state the quantities, details or nature of the Articles to be supplied and the dates for commencement and completion of delivery and also state the amount, calculated at the rates or unit prices stated in **Schedule II** hereof that shall become due to the Nominated Supplier on the satisfactory completion of delivery of Articles specified in the Orders.

**12.2 Commencement and completion of delivery**

The Nominated Supplier shall commence the supply and delivery of the Articles within the time stipulated in the Form of Tender for this Sub-Contract from the date of the Orders and complete the same to the full extent on or before the date for completion of delivery to be specified in the Orders. The dates for commencement and completion of delivery specified in the Orders shall be calculated from the dates of the Orders and based on the periods for commencement and completion of delivery as stated in the Form of Tender.

### **12.3 Final date for placing orders**

The Contractor shall place all his Orders before the date of completion of the Main Contract (exclusive of any extension thereof) or before the expiry of six (6) months after the date of acceptance of this Sub-Contract, whichever is the later. If the Contractor fails to place all his Orders before such date as the case may be, then the Nominated Supplier may refuse or agree to continue the supply and delivery of the Articles under the same terms and conditions of this Sub-Contract.

### **12.4 Error or ambiguity**

Any error, ambiguity or discrepancy discovered in the Orders shall be referred without delay to the Contractor for modification and/or clarification.

## **13.0 DELIVERIES**

### **13.1 Place of delivery**

The Nominated Supplier shall deliver the Articles to be supplied under this Sub-Contract to the Site and deposit at such places of storage provided by the Main Contractor.

### **13.2 Certificate as to quality of Articles**

When the Articles to be supplied under this Sub-Contract are delivered, the Nominated Supplier shall satisfy the Contractor and the S.O. by means of a certificate to the effect that the quality of the Articles so supplied is not in any way inferior to the approved sample or is in accordance with the Specification. The Nominated Supplier shall submit the original certificate to the S.O. No payment shall be made in respect of any of the Articles delivered which is not accompanied by such certificate.

### **13.3 Receipt on completion of delivery**

Upon satisfactory completion of delivery of any Articles in accordance with this Sub-Contract, the Nominated Supplier shall obtain a receipt thereof from the Contractor. The issue of such receipt and the certificate mentioned in clause 13(2) above shall in no way relieve the Nominated Supplier from his responsibility for removing and replacing defective or damaged Articles under clause 10 hereof.

## **14.0 PAYMENT TO NOMINATED SUPPLIER**

### **14.1 Payment to Nominated Supplier**

Subject to clause 14 (3) hereof, the amount certified as due to the Nominated Supplier 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 certificate stipulated in the Main Contract be paid by the Government direct to the Nominated Supplier. Nothing in this clause nor anything else contained in this Sub-Contract shall render the Government in any way liable to the Nominated Supplier.

### **14.2 Payment shall not be construed as evidence of quality**

No payment shall be considered as evidence of the quality of any Articles to which such payment relates nor shall it relieve the Nominated Supplier from his responsibilities under clause 10 hereof.

#### 14.3 Contractor's right to set-off

The Contractor shall be entitled to be paid and the Government may pay to the Contractor out any money otherwise due to the Nominated Supplier -

- (a) 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 Supplier, his servants or agents;
- (b) any amount agreed by the Nominated Supplier as due to the Contractor 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 Supplier or the award) not less than fourteen (14) days before the date of issuance by the S.O. of the Interim or Final Certificate under the relevant provisions of the Main Contract; and

- (c) the amount of any claim for loss 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 Supplier.

PROVIDED ALWAYS THAT -

- (i) the amount of such loss 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 Supplier notice in writing with a copy to the S.O. specifying the breach or failure and the amount quantified in clause 14.3 (c) aforesaid, not less than forty five (45) days before the issuance by the S.O. of any Interim or the Final Certificate under the relevant provisions of the Main Contract.

#### 14.4 Payment by the Government

Any payment made under this clause shall be deemed to be a payment to the Contractor by the Government under and by virtue of this Sub-Contract.

#### 15.0 DISPUTES AS TO PAYMENT

##### 15.1 Disputes as to amount or failure by S.O. to certify

If the Nominated Supplier is aggrieved by the amount certified by the S.O. for payment or by his failure to certify, then subject to the Nominated Supplier giving to the Contractor such indemnity and security as the Contractor may reasonably require, the Contractor shall allow the Nominated Supplier to use the Contractor's name, and if necessary will join with the Nominated Supplier as claimant in any arbitration proceedings by the Nominated Supplier in respect of the said matters complained of by the Nominated Supplier.

#### 16.0 DELAY IN SUPPLY AND DELIVERY

##### 16.1 Notice to Contractor

Upon it becoming reasonably apparent that the supply and/or delivery of any Articles ordered under this Sub-Contract is delayed, the Nominated Supplier shall forthwith give a written notice of the causes of delay to the Contractor who shall immediately inform the S.O. thereof

and of any representations made to him by the Nominated Supplier as to such cause of delay as aforesaid.

#### 16.2 Reasonable adjustment\_

If on receipt of such notice or representations as aforesaid, the S.O. is of the opinion that the supply and/or delivery *bf* any" such Articles is likely to be or has been delayed due to any of the causes or perils, (provided that the delay is not due to any act, negligence, default or breach of this Sub-Contract by the Nominated Supplier) for which the Contractor could obtain an extension of time for completion under the Main Contract, then in any such case, the Contractor shall, bl.it not without the written consent of the S.O., make a reasonable adjustment to the date for completion of delivery specified in the Order.

### 17.0 FAILURE TO SUPPLY

#### 17.1 Failure to supp\_ly by specified date

If the Nominated Supplier fails to supply and/or deliver any Articles under this Sub-Contract on or before the date for completion of delivery specified in the Order or such date for completion of delivery-as may be adjusted in accordance with clause 16 hereof, then the Contractor shall have the right to do either one of the following:

- (i) cancel the Orders of any such Articles from this Sub-Contract without any compensation and obtain such Articles from 0th.er sources and all additional costs or expense thereby incurred shall be borne by the Nominated Supplier; or
- (ii) agree to accept the late delivery of any such Articles ordered but the Nominated Supplier shall be liable and pay or allow the Contractor any claims or damage for which the Contractor is liable to the Government under the Main Contract resulting from such delay.

#### 17.2 Complete failure to supply

ff the Nominated Supplier fails to supply and/ct deliver any Articles ordered in accordance with the provisions of this Sub-Contract, then the Contractor shall have the right to take action under clause 22 hereof.

### 18 PERFORMANCEBOND

- (a) The Nominated Supplier shall, as a condition precedent to the commencement of any work under this Suq-Contract, deposit with the Contractor a Performance Bond in cash or in the form of a Banker's Draft or an approved Banker's or Insurance Guar;;intee equivalent to five (5 %) per centum of the total value of this Sub-Contrf?Ct Sum as shown in **Schedule II** hereof for the due observance and performance of this Sub-Contract.
- (b) If the Nominated Supplier fails to carry o"ut this Sub-Contract or commits any breach of his obligations under this Sub-Contract, the Contractor may utilize and make payments out of or deductions from the said Performance Bond, provided that the Contractor shall not be entitled to utilize such Performance Bond unless the S.O. shall have issued to the Contractor (with the duplicate copy to the Nominated Supplier) a certificate in writing stating in his opinion that the Nominated Supplier has been in default as aforesaid.
- (c) If a payment is made to the Contractor pursuant to any claim under the Performance Bond, the Nominated Supplier shall issue to the Contractor further security in the form

of additional Performance Bond or Bonds for an amount not less than the amount so paid to the Contractor on or prior to the date of such payment so that the total sum of the Performance Bond shall be maintained at all times at the value specified in sub-clause (a).

- (d) The Performance Bond (or any balance thereof remaining for the credit of the Nominated Supplier) shall be released or refunded to the Nominated Supplier upon the completion of making good of all defects, imperfections, shrinkages or any other faults whatsoever for the whole of the Works under the Main Contract and upon the receipt by the Contractor of the Certificate of Completion of Making Good Defects under the Main Contract.
- (e) Notwithstanding the above, in the event that the Sub-Contract is terminated under clause 22 hereof, the said Performance Bond or any balance thereof shall be forfeited.

#### **19.0 ASSIGNMENT**

- (a) The Nominated Supplier shall not without the written consent of both the Contractor and the S.O., transfer or assign this Sub-Contract or any part or share thereof, or any benefit or interest therein or thereunder, provided that the consent of the Contractor shall not be unreasonably withheld and that in case of any differences of opinion the Contractor and the S.O., the opinion of the S.O. shall prevail.
- (b) Such consent, if given, shall not relieve the Nominated Supplier from his liability or obligation under this Sub-Contract and he shall be responsible for the due observance by such assignees, of all the terms, stipulations and conditions under this Sub-Contract. The Nominated Supplier shall also be responsible for the acts, defaults or neglects of any assignees, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Nominated Supplier, his agents, servants or workmen.

#### **20.0 INTELLECTUAL PROPERTY RIGHTS**

The Nominated Supplier shall save harmless and indemnify the Government and the Contractor from and against all claims and proceedings for or an account of infringement of any patent rights, design, trade-mark or name or other protected rights in respect of any Articles supplied by the Nominated Supplier under this Sub-Contract and from and against all claims, demand, proceeding, damages, costs, charges and expense whatsoever in respect thereof or in relation thereto.

#### **21.0 SUSPENSION OF SUB-CONTRACT**

- (a) Notwithstanding any provisions in this Sub-Contract, in the event the S.O. instructed the Contractor to suspend the Main Contract Works, the Contractor shall then issue a written instruction to the Nominated Supplier to suspend the Sub-Contract or any part thereof.
- (b) Upon receipt of such written instruction, the Nominated Supplier shall suspend the Sub-Contract or any part thereof for such time and such manner as specified in the instruction. The Nominated Supplier shall properly protect, store and secure the Sub-Contract or any part thereof so far as necessary and in accordance with the written instruction.
- (c) In the event of such suspension shall continue for a period exceeding twelve (12) months, the Parties shall then discuss whether to resume the supply of the Articles.

- (d) Should the Parties agree to resume this Sub-Contract -
  - (i) the Nominated Supplier shall not be allowed to claim for loss or damage except direct expenses reasonably incurred. Provided always the Nominated Supplier shall use his best endeavor to mitigate expenses;
  - (ii) the Sub-Contract Sum shall remain the same; and
  - (iii) the Contractor shall have the right to review the scope of the Sub-Contract whereby all terms and conditions relating to the reviewed scope of this Sub-Contract shall be agreed upon by both Parties.
- (e) request for S.O.'s instruction to omit relevant section or part of the Works from the Contract. If the S.O. agrees to such request then the relevant section or part of the Works shall be duly omitted and deemed to be a variation to the Contract. Such variation shall not vitiate this Contract. If the S.O. does not agree to such request as aforesaid, then the Contractor shall be entitled to claim for any loss and/or expenses caused by and in respect of such delay beyond ninety (90) days as aforesaid.

#### **21.1 Extension of time**

If the Nominated Supplier suffers delay and/or incurs expenses in complying with the instruction under clause 21(a), and in resumption of the Sub-Contract, and if such delay and/or expenses was not foreseeable by the Nominated Supplier, the Nominated Supplier shall give notice for extension of time under clause 16 and the provisions thereof shall apply accordingly. The Nominated Supplier shall not be entitled to payment of loss and expense if he -

- (a) fails to take measures specified in clause 21(b); and
- (b) fails to take all necessary action to mitigate the expenses incurred.

#### **21.2 Consequences of mutual termination**

In the event the Parties agree to terminate this Sub-Contract, the Contractor shall pay the Nominated Supplier, (in so far as such amounts or items *have* not already been covered by payment on account made to the Nominated Supplier) the value of value of the Articles under **Schedule II** supplied or delivered up to the date of termination and in addition:

- (a) the cost of Articles reasonably ordered for the Sub-Contract, which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the Government upon such payment being made to the Nominated Supplier);
- (b) a sum being the amount of any expenditure reasonably incurred by the Nominated Supplier in the expectation of completing the whole of this Sub-Contract in so far as such expenditure has not been recovered by any other payments referred to in this sub-clause; and
- (c) the reasonable cost of any protection works and *removal* of equipment and facilities from the Site.

## **22.0 TERMINATION OF NOMINATED SUPPLIER'S EMPLOYMENT**

### **22.1 Events of default**

In the event the Nominated Supplier -

- (a) fails to supply and deliver any Articles ordered under this Sub-Contract;
- (b) refuses or persistently neglects to comply with a written notice from the Contractor in accordance with clause 10 hereof to remove and replace any Articles that are found to be damaged, defective or in any way inferior to the approved sample or not in accordance with the Specification or do not meet the requirements of this Sub-Contract; or
- (c) fails to comply with the terms and conditions of this Sub-Contract,

then the Contractor may give to him a notice by registered post specifying the default and requiring the Nominated Supplier to remedy such default within fourteen (14) days of the receipt of such notice.

### **22.2 Termination**

If the Nominated Supplier fails to remedy the breach within such period, the Contractor shall have the right, but not without written consent of the S.O., to forthwith terminate this Sub-Contract by giving a written notice to that effect.

### **22.3 General default**

If the Nominated Supplier -

- (i) commits an act of bankruptcy;
- (ii) becomes insolvent or compounds with or makes arrangement with his creditors;
  - a. being a company, an order is made or resolution is effectively passed for the winding-up of the Nominated Supplier (except for the purpose of reconstruction or amalgamation with the written consent of the Contractor, which consent shall not be unreasonably withheld);
- (iv) is unable to pay its debt as and when they fall due, within the meaning of the Companies Act 1965; or
- (v) is levied with any distress or execution against him and the same is not satisfied or discharged by the Contractor within thirty (30) days of such distress or execution proceedings,

then the Contractor shall have the right to forthwith terminate this Sub-Contract by giving notice to that effect.

### **22.4 Consequences of termination**

In the event of the employment of the Nominated Supplier under this Sub-Contract under clause 22(1) or 22(2) above, the Contractor may, without prejudice to any other rights or remedies he possess, obtain such Articles described in **Schedule II** hereof including any Articles ordered prior to the termination of the employment of the Nominated Supplier but not



yet supplied, from other sources and all increased costs or expenses thereby incurred shall be borne by the Nominated Supplier. The increased costs or expenses, which the Contractor is entitled to recover, shall be limited to either:

- (i) the quantities as is purchased from another source by virtue of this sub-clause; or
- (ii) the total quantities of such Articles as is stated in **Schedule II** less any quantity supplied by the Nominated Supplier before the termination of his employment,

whichever is the lesser.

### **23.0 DETERMINATION OF THE CONTRACTOR'S EMPLOYMENT UNDER THE MAIN CONTRACT**

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

### **24.0 NOMINATED SUPPLIER'S CLAIM TO RIGHTS AND BENEFITS UNDER THE MAIN CONTRACT**

- (a) The Contractor shall, in so far as he lawfully can at the request and cost of the Nominated Supplier, obtain for him any rights or benefits of the Main Contract in so far as the same are applicable to the Sub-Contract but no further or otherwise.
- (b) Whenever the Contractor is required by the terms of the Main Contract to give any particulars or notices to the S.O. or the Government, the Nominated Supplier shall, in relation to this Sub-Contract, give such particulars or notices or such other information in writing as will enable the Contractor to comply with such terms of the Main Contract and shall do so in sufficient time to enable the Contractor to comply with such terms punctually.

### **25.0 COMPLIANCE WITH EMPLOYMENT ACT 1955, ETC**

In the employment of workmen for the execution of this Sub-Contract, the Nominated Supplier shall comply with all the requirements of the Employment Act 1955, Employment (Restriction) Act 1968, Employee's Provident Fund Act 1951, the Industrial Relations Act 1967 and any other law relating to the employment of workmen, or any subsequent amendment, modification or re-enactment thereof.

PROVIDED THAT the Nominated Supplier shall not be entitled to any claim for additional costs and payments whatsoever in respect of his compliance with this clause.

### **26.0 ARBITRATION**

- (a) If any dispute or difference shall arise between the Contractor and the Nominated Supplier out of or in connection with the contract, then Parties shall refer such matter, dispute or difference to the S.O. for a decision.
- (b) The S.O.'s decision shall be in writing and shall subject to clause 26(d) hereof, be binding on the Parties until the completion of the Sub-Contract and shall forthwith be given effect to by the Nominated Supplier who shall proceed with the Sub-Contract with all due diligence whether or not notice of dissatisfaction is given by him.

- (c) If the Parties -
  - (i) fails to receive a decision from the S.O. within forty-five (45) days after being requested to do so: or
  - (ii) is dissatisfied with any decision of the S.O.,

then such dispute or difference shall be referred to arbitration within forty-five (45) days to an arbitrator to be agreed between the Parties and failing such agreement, to be appointed by the Director of the Regional Centre for Arbitration in Kuala Lumpur on the application of either Party hereto. Such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration and shall be conducted in accordance with the rules for arbitration of the Kuala Lumpur Regional Centre for Arbitration using the facilities and the system available at the Centre.

- (d) Such reference, except on the question of payments shall not be commenced until after the completion or alleged completion of the Sub-Contract or determination or alleged determination of the Nominated Supplier's employment under this Sub-Contract, or abandonment of the Sub-Contract, unless with the written consent of the Contractor and the Nominated Supplier.
- (e) In the event that such consent has been obtained in accordance with clause 26(d), the reference of any matter, dispute or difference to arbitration pursuant to this clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the parties to perform their respective obligations under this Sub-Contract.
- (f) In any arbitration proceedings conducted pursuant to clause 26(c) above, the Parties may make any counter claim in relation to any dispute or difference arising from this Sub-Contract.
- (g) The arbitrator shall have power to review and revise any certificate, opinion, decision, requisition or notice, and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given in accordance with clause 26(c) aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice had been given.
- (h) Upon every or any such reference the costs of such incidental to the reference and award shall be in the discretion of the arbitrator who may determine the amount thereof, or direct the amount to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same be borne, award and paid.
- (i) The award of the arbitrator shall be final and binding on the Parties.
- (j) In the event of the death of the arbitrator or his unwillingness or inability to act, then the Contractor and the Nominated Supplier upon agreement shall appoint another person to act as the arbitrator, and in the event the Contractor and the Nominated Supplier fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Regional Centre for Arbitration in Kuala Lumpur.
- (k) In this clause, "reference" shall be deemed to be reference to arbitration within the meaning of the Arbitration Act 2005.
- (l) The arbitration shall be governed by the Arbitration Act 2005 and the laws of Malaysia.

## **27.0 ST IVIP DUTY**

The Nominated Supplier shall solely bear the stamp duties and anything incidental thereto.

## **28.0 COMPLIANCE WITH THE LAW**

The Parties shall comply with all applicable laws and with all directions, orders, requirements and instructions given to the Parties by any authority competent to do so under any applicable law.

## **29.0 FORCE MAJEURE**

- (a) Neither the Contractor nor the Nominated Supplier shall be in breach of its obligations under this Sub-Contract (or any part of thereof), other than the payment obligations as a result of the occurrence of an Event of Force Majeure.
- (b) An "Event of Force Majeure" is an event beyond the control of both Parties which are:
  - (i) war (Whether declared or not), hostilities, invasion, act of foreign enemies;
  - (ii) insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
  - (iii) natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
  - (iv) nuclear explosion, radioactive or chemical contamination or radiation;
  - (v) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
  - (vi) riot, commotion or disorder, unless solely restricted to employees of the Company or its personnel, servants or agent.
- (c) If an Event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligations under this Sub-Contract (or any part thereof), the Party shall inform the other Party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.
- (d) If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Sub-Contract, then the Parties may agree that this Sub Contract may be terminated upon mutual agreement of the Parties.
- (e) If this Sub-Contract is terminated by an Event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties under this Sub-Contract shall forthwith be terminated and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure.
- (f) Neither Party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an Event of Force Majeure has not occurred.

- (g) For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

### **30.0 GOVERNING LAW**

This Sub-Contract shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

### **31.0 SEVERABILITY**

If any provision of this Sub-Contract is held to be illegal or is invalid under any laws or regulations effective and applicable during the term of this Sub-Contract, such provision shall be fully severable and this Sub-Contract shall be construed as if such illegal or invalid provision had never comprised as part of this Sub-Contract and the remaining provisions of this Sub-Contract shall remain in full force and effect and shall not be affected by the illegal or invalid provisions or by its severance from this Sub-Contract.

### **32.0 NOTICES**

- (a) Any notice, approval, consent, request or other communication required or permitted to be given or made under this Sub-Contract shall be in writing in Bahasa Melayu or the English language and delivered to the address, or facsimile numbers of the Contractor or the Nominated Supplier, as the case may be, shown below or to such other address, or facsimile numbers as either Party may have notified the sender and shall unless otherwise provided herein be deemed to be duly given or made, in the case of delivery in person or by facsimile transmission, when delivered to the recipient at such address or facsimile number which is duly acknowledged:

#### to the Contractor

Address:

Facsimile No.:

#### to the Nominated Supplier

Address:

Facsimile No.:

- (b) Any notice under this clause shall be effected by:
- (i) personal service or courier and an acknowledgement of receipt obtained;
  - (ii) leaving the notice at the registered office or site office of the Nominated Supplier in which case it shall be deemed to have been duly delivered; or
  - (iii) registered post in which case it shall be deemed to have been received seven (7) days after the date of posting.

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

### **33.0 AMENDMENT**

No modification, amendment or waiver of any of the provisions of this Sub-Contract shall be effective unless made by mutual consent and made in writing by way of supplementary agreement specifically referring to this Sub-Contract and duly signed by the Parties.

### **34.0 SUCCESSORS BOUND**

This Sub-Contract shall be binding upon each of the Parties hereto and their respective successors-in-title and permitted assigns.

### **35.0 WAIVER**

Nor failure or delay on the part of any Party in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the other Party under this Sub-Contract, upon any default on the part of the other Party, shall impair any such right, power, privilege or remedy or to be construed as a waiver thereof or any acquiescence in such default; nor shall any action by any Party in respect of any default or any acquiescence in such default affect or impair any right, power, privilege or remedy of the other Party in respect of any other or subsequent default. Any waiver made under this Sub-Contract shall only be valid if it is made in writing and signed by the Parties to this Sub-Contract or their respective authorised representatives.

### **36.0 TIME**

Time, whenever mentioned shall be of the essence of this Sub-Contract.

SCHEDULE I

**PARTICULARS OF MAIN CONTRACT**

**{A) GENERAL INFORMATION**

1. Loka-si Tapak Bina: .....
2. Akses to Tapak Bina: .....
3. Approximate date of commencement of delivery of Articles:
4. Unloading etc by: .....
5. Storage accommodation by: .....
6. Caring and protection by: .....

**{B) INFORMATION ON MAIN CONTRACT**

- (a) The Main Contract (except details of the prices included therein) may be inspected at the office of .....
- (b) The following are extracts from the provision of the Main Contract but they shall in no way absolve the Nominated Supplier's responsibilities to examine and to have full knowledge of all the provisions of the Main Contract:
  - (1) Contract No.: ..... Dated : .....
  - (2) Contract for: .....
  - (3) Date for Completion (clause 39): .....
  - (4) Liquidated and Ascertain Damages for Non-Completion at the rate of RM ..... per ..... (clause 40)
  - (5) Sectional Completion (clause 41) .....
  - (6) Defects Liability Period (clause 48) .....
  - (7) Payment:
    - (a) valuation of Interim Certificates (clause 28(b))
    - (b) issue of Interim Certificate (clause 28(c))
    - (c) period of honouring of Interim Certificate (clause 28(d))

**SCHEDULE II**

**PARTICULARS OF ARTICLES TO BE SUPPLIED**

. Item No.	Articles	Unit	Approximate Total Quantities	Unit Price		Amount	
				RM	Cent	RM	Cent
<b>Total value of Sub-Contract RM</b>							

*(Use separate attachment if necessary)*

**( Ringgit..... )**

Contractor's signature and chop

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their respective hands the day and year first above written

Signature of Contractor  
(Name in full.....)

I.C. No.: .....

In the capacity of

duly authorized to sign for and on behalf of

Contractor's Chop or Seal

Witness  
(Name in full.....)

I.C. No.: .....

Occupation : .....

Address:

.....

Signature of Nominated Supplier  
(Name in full.....)

I.C. No.: .....

In the capacity of

duly authorized to sign for and on behalf of

Nominated Supplier's Chop or Seal

Witness  
(Name in full:.....)

I.C.No.: .....

Occupation : .....

Address:





**JKR** Malaysia,  
Jalan Sultan Salahuddin  
50580 Kuala Lumpur

**BORANG TENDER UNTUK DIGUNAKAN OLEH  
PEMBEKAL DINAMAKAN  
FORM OF TENDER FOR USE BY  
NOMINATED SUPPLIER**

(Borang ini hendaklah dikembalikan ke tempat yang beralamat seperti di bawah ini pada atau sebelum ..... )

*(This Form is to be returned to the place addressed below on or before..... )*

Kepada,  
To,

.....

.....

.....

(Pihak yang menerima tender)  
*(Party receiving tenders)*

Tuan,  
*Sir,*

TENDER BAGI MEMBEKAL DAN MENYERAH-HANTAR .....  
*TENDER FOR THE SUPPLY AND DELIVERY*

.....

.....

DI .....  
AT

KEPADA KONTRAKTOR UTAMA .....  
*TO THE MAIN CONTRACTOR*

1. Kami faham bahawa bahan-bahan, artikel-artikel atau barang-barang (kemudian dari ini disebut "Artikel-artikel") yang hendak dibekalkan, yang menjadi hal-perkara Tender ini, adalah/akan diliputi oleh Wang Kos Prima atau Wang Peruntukan Sementara dalam Kontrak Utama yang dibuat/akan dibuat oleh Kontraktor Utama dan bahawa apabila Tender ini disetujuterima oleh Kontraktor Utama, kami akan menjadi Pembekal Dinamakan, iaitu pembekal yang dinamakan oleh Pegawai Penguasa mengikut terma-terma Kontrak Utama.

*We understand that the materials, articles or goods (hereinafter referred to as "the Article") to be supplied, the subject of this Tender, are/will be covered by a Prime Cost Sum or Provisional Sum in the Main Contract entered/to be entered into by the Main Contractor and that upon acceptance of this Tender by the Main Contractor, we shall become a Nominated Supplier, that is to say a supplier nominated by the Superintending Officer in accordance with the terms of the Main Contract.*

2. Setelah meneliti Syarat-syarat Subkontrak (Borang PWD 203P – Revised 2010), Syarat-syarat Membuat Tender dan Maklumat Am (Borang JKR 203P2 Pind. 2010), Pelan (jika ada) dan Spesifikasi untuk membekal dan menyerahkan-hantar Artikel-artikel yang termasuk dalamnya, kami sanggup membekal dan menyerahkan-hantar Artikel-artikel tersebut dengan menepati Syarat-syarat Subkontrak, Syarat-syarat Membuat Tender dan Maklumat Am, Pelan (jika ada) dan Spesifikasi tersebut mengikut kadar dan harga yang dinyatakan dalam Jadual Butir-butir Artikel yang hendak dibekalkan yang dilampirkan bersama-sama borang ini.

*Having examined the Conditions of Sub-contract (Form PWD 203P – Revised 2010), Conditions of Tendering and General Information (Form JKR 203P2 Pind. 2010), Drawings (if any) and Specification for the supply and delivery of the Articles included therein, we offer to supply and delivery of the said Articles in conformity with the said Conditions of Sub-contract, Conditions of Tendering and General Information, Drawings (if any) and Specification at the rates and prices as set out in the Schedule of Articles to be supplied attached hereto.*

3. Kami memperakui bahawa jika Tender ini disetujui, kualiti Artikel-artikel yang hendak dibekalkan itu tidak akan rendah mutunya daripada :

*We certify that in the event of acceptance of this Tender, the quality of the Articles to be supplied will not be inferior to either :*

- (a) sample yang diluluskan yang menurutnya Tender ini disetujui; atau  
*the approved sample for which this Tender is accepted, or*
- (b) kualiti yang ditetapkan dalam Spesifikasi; atau  
*the quality laid down in the Specification, or*
- (c) kedua-dua (a) dan (b) di atas.  
*both (a) and (b) above.*

4. Kami selanjutnya bersetuju, jika Tender ini disetujui, akan menandatangani dengan Kontraktor Utama Bon Perlaksanaan yang dinyatakan dalam Syarat-syarat Membuat Tender dan melaksanakan perjanjian Subkontrak yang formal dengan segera sebaik sahaja ianya siap untuk ditandatangani.

*We further agree that in the event of acceptance of this Tender by the Main Contractor, to deposit with the Main Contractor the Performance Bond stipulated in the Conditions of Tendering and to execute the formal Sub-contract Agreement as soon as it is ready to be signed.*

5. Kami mengakujajji akan memulakan bekalan dan serah-hantaran mana-mana Artikel atau Artikel-artikel yang dinyatakan dalam Pesanan daripada Kontraktor Utama dalam tempoh ..... minggu dari tarikh setiap pesanan dan menyiapkannya dalam tempoh ..... minggu dari tarikh permulaan serah-hantaran masing-masing.

*We undertake to commence the supply and delivery of any Article or Articles stated in the Orders from the Main Contractor within..... weeks from the respective dates of the Orders and to complete the same within..... weeks from the date respective dates of commencement of delivery.*

6. Kami bersetuju bahawa, Tender ini adalah tetap sah dan tidak boleh ditarik balik dalam tempoh enam puluh (60) hari dari tarikh akhir yang ditetapkan untuk mengemukakan tender dan bersetuju bahawa tiada apa-apa terma, syarat atau penetapan lain akan dikenakan oleh kami selepas tarikh tersebut.

*We agree that this Tender shall remain valid and shall not be withdrawn within sixty (60) days from the final date fixed for the submission of tenders and agree that no other term, condition or stipulation shall be imposed by us after the said date.*

**LAMPIRAN 7 (samb.)**

7. Yang bertandatangan di bawah ini bersetuju :  
*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 Subkontrak yang formal atau mendeposit Bon Pelaksanaan sebagaimana dikehendaki oleh Syarat-syarat Subkontrak atau tidak meneruskan Bekalan dan Serah-hantaran Artikel-artikel, maka dalam mana-mana hal itu, tanpa menyentuh apa-apa hak yang ada pada Kontraktor, Kerajaan sentiasa berhak mengambil tindakan tatatertib terhadap yang bertandatangan di bawah ini atau membatalkan pendaftaran yang bertandatangan di bawah ini sebagai Kontraktor/Pembekal Kerajaan, sebagaimana difikirkan perlu oleh Kerajaan.  
*in the event that the Tender having been accepted, the undersigned refuses and fails to execute the formal Sub-contract Agreement or to deposit the Performance Bond as required by the Conditions of Sub-contract or fails to proceed with the Supply and Delivery of Articles, then in any such event, without prejudice to any right the Contractor may possess, the Government reserves the right to take disciplinary action against the undersigned or to cancel the registration of the undersigned as a Government Contractor/Supplier.*

Bertarikh .....haribulan .....  
*Dated this day of*

.....  
Tandatangan Petender  
*Signature of Tenderer*

(Nama Penuh..... )  
*Name in full*

No. Kad Pengenalan : .....  
*I/C No.*

Atas sifat : .....  
*In the capacity of*

**LAMPIRAN 7 (samb.)**

Yang diberi kuasa dengan sepenuhnya untuk menandatangani Tender ini untuk dan bagi pihak;  
*Duly authorised to sign this Tender for and on behalf of;*

.....  
Meteri atau Cap Petender  
*Tenderer's Seal or Chop*

Saksi .....  
*Witness*

(Nama Penuh..... )  
*Name in full*

No. Kad Pengenalan : .....  
*I/C No.*

Pekerjaan : .....  
*Occupation*

Alamat: .....  
*Address*

.....

.....

**JADUAL II  
SCHEDULE II**

**BUTIR-BUTIR ARTIKEL YANG HENDAK DIBEKALKAN  
PARTICULARS OF ARTICLES TO BE SUPPLIED**

No. Butiran <i>Item No.</i>	Artikel <i>Articles</i>	Unit	Jumlah Kuantiti Anggaran <i>Approximate Total Quantities</i>	Tempoh Jaminan (bulan) <i>Guarantee Periods (months)</i>	Harga Seunit <i>Unit Price</i> (RM)	Amaun <i>Amount</i> (RM)
(Gunakan lembaran berasingan jika perlu) <i>(Use separate attachments if necessary)</i>					Jumlah Nilai Subkontrak (RM) <i>Total Value of Sub-contract</i>	

(Ringgit Malaysia ..... )

\*Catatan : Tempoh Jaminan hendaklah bermula dari tarikh akhir Setujuterimanya serah-hantaran Artikel-artikel jika Artikel-artikel itu dibekalkan mengikut beberapa konsaiman.

\*Notes: *The Guarantee period shall commence from the last date of received of the delivery of Articles if the Articles are supplied in several consignments.*

.....  
Tandatangan Kontraktor dan Cop  
*Contractor's Signature and Chop*

**SYARAT-SYARAT MEMBUAT TENDER DAN MAKLUMAT AM**  
**CONDITIONS OF TENDERING AND GENERAL INFORMATION**

**UNTUK DIGUNAKAN OLEH PEMBEKAL DINAMAKAN**  
**FOR USE BY NOMINATED SUPPLIER**

1. SYARAT-SYARAT MEMBUAT TENDER  
**CONDITIONS OF TENDERING**

1.1 Bekalan dan serah-hantaran semua Artikel yang dinyatakan dalam Tender ini akan diberi secara Subkontrak. Petender yang berjaya hendaklah menjadi Pembekal Dinamakan dan akan dikehendaki mengikat Subkontrak dengan Kontraktor Utama.

*The supply and delivery of all Articles set forth in this Tender shall be let on a Sub-contract. The successful tenderer shall become a Nominated Supplier and will be required to enter into a Sub-contract with the Main Contractor.*

1.2 Syarat-syarat Subkontrak termasuk Jadual-jadual yang terlampir kepadanya (Borang PWD 203P – Revised 2010), Pelan (jika ada) dan Spesifikasi dan Dokumen Kontrak untuk Kontrak Utama (kecuali butir-butir harga yang terkandung di dalamnya) boleh diperiksa di pejabat :

*The Conditions of Sub-contract including Schedules attached hereto (Form PWD 203P – Revised 2010), Drawings (if any) and Specification and Contract Documents for the Main Contract (except the details of prices included therein) may be inspected at the office of :*

.....

.....

dalam masa waktu bekerja biasa. Petender hendaklah disifatkan telah memeriksa dan berpengetahuan penuh akan semua peruntukan Kontrak Utama.

*during normal working hours. The tenderer shall be deemed to have examined and have full knowledge of all the provisions of the Main Contract.*

1.3 Tiap-tiap petender mestilah menyerahkan dalam satu sampul surat bertutup dan bermeteri yang dialamatkan sebagaimana ditetapkan dalam Notis Tender, suatu tender yang sah dalam Borang Tender yang diperuntukkan, bersama dengan salinan Jadual Butir-butir Artikel Yang Hendak Dibekalkan yang diisi dan ditandatangani dengan sempurnanya. Borang Tender dan/atau Jadual Butir-butir Artikel Yang Hendak Dibekalkan yang tidak lengkap atau tidak 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 Schedule of Articles to be Supplied duly filled in and signed. Form of Tender and/or Schedule of Articles to be Supplied which is incomplete or unsigned shall be disqualified.*

1.4 Tender dan semua dokumen yang berkaitan dengannya mestilah diserahkan ke tempat dan pada atau sebelum masa yang ditetapkan dalam Notis Tender. Mana-mana tender yang diserahkan selepas masa yang ditetapkan tidak akan dipertimbangkan.

*The tender and all documents in connection therewith must be delivered to the place and at or before the time stipulated in the Tender Notice. Any tender delivered after the stipulated time will not be considered.*

**LAMPIRAN 8 (samb.)**

1.5 Perubahan-perubahan atau tambahan-tambahan tak berkebenaran tidaklah boleh dibuat kepada Borang Tender dan mana-mana dokumen tender yang lain.  
*Unauthorised alterations or additions shall not be made to the Form of Tender and any other tender documents.*

1.6 Apa-apa perbelanjaan yang dilakukan oleh petender dalam urusan menyediakan tender ini hendaklah ditanggung olehnya.  
*Any expenses incurred by the tenderer in the preparation of this tender shall be borne by him.*

1.7 Sebagai balasan ke atas pengakuanjanji Kerajaan untuk membayar terus kepada petender yang berjaya sebagai Pembekal Dinamakan kepada Kontraktor berkaitan dengan apa-apa amaun yang disahkan sebagai kena dibayar dalam Perakuan-perakuan Interim atau Perakuan Muktamad menurut dan tertakluk kepada peruntukan yang berkenaan dalam Kontrak Utama dan Subkontrak, petender yang berjaya sebagai Pembekal Dinamakan kepada Kontraktor tersebut hendaklah menandatangani kepada Kerajaan satu Surat Jaminan Tanggung Rugi dalam bentuk sebagaimana yang diperuntukkan di Lampiran kepada Kerajaan.

*In consideration of the Government paying direct to the successful tenderer as the Nominated Supplier to the Contractor pertaining to any amount due in the Interim Certificates or the Final Certificates in accordance with and subject to the relevant provisions of the Main Contract and Sub-Contract, the said successful tenderer as the Nominated Supplier to the Contractor shall deposit to the Government a Letter of Indemnity in the form as specified in Appendix to the Government.*

1.8 Petender hendaklah memeriksa dan meneliti Tapak Bina dan kawasan sekitarnya dan hendaklah disifatkan telah berpuas hati sendiri dan membenarkan dalam tendernya tentang keadaan Tapak Bina dan Kerja Kontrak Utama, cara-cara akses ke Tapak Bina dan pada amnya hendaklah dengan sendirinya mendapatkan segala maklumat yang perlu tentang risiko, luarjangkaan dan hal-hal keadaan lain yang mungkin mempengaruhi atau menjejaskan tendernya.

*The tenderer shall inspect and examine the Site and its surroundings and shall be deemed to have satisfied himself and allowed in his tender as to the nature of the Site and Main Contract Works, the means of access to the Site and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender.*

1.9 Tender adalah tetap sah dan tidak boleh ditarik balik selama tempoh enam puluh (60) hari dari tarikh akhir yang ditetapkan untuk mengemukakan tender.

*Tenders shall remain valid and shall not be withdrawn for period of sixty (60) days from the final date fixed for submission of tenders.*

1.10 Petender yang berjaya hendaklah dengan seberapa segera yang praktik tetapi sebelum menandatangani Subkontrak ini, menandatangani dengan Kontraktor Utama suatu Bon Pelaksanaan berjumlah sebanyak 5% daripada Jumlah Harga Subkontrak.

*The successful tenderer shall as soon as is practicable but before the signing of the Sub-contract, deposit with the Main Contractor a Performance Bond amounting to 5% of the Sub-contract Sum.*



1.11 Semua jadual butir-butir bagi Artikel-artikel yang hendak dibekalkan hendaklah diisi dan dikemukakan oleh petender beserta dengan tendernya.

*All schedule of particulars shall be completed and submitted by the tenderer together with his tender.*

1.12 Jika petender 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.*

## 2. MAKLUMAT AM GENERAL INFORMATION

(Cacatan : Maklumat ini tidak melepaskan petender daripada tanggungjawab untuk memeriksa dan meneliti Tapak Bina mengikut Perenggan 1.8 di atas).

*(Notes : These information shall not absolve the tenderer's responsibilities to inspect and examine the Site in accordance with Paragraph 1.8 above).*

2.1 Lokasi Tapak Bina.....

*Location of Site*

2.2 Akses ke Tapak Bina.....

*Access to Site*

2.3 \*Tarikh anggaran permulaan Pesanan oleh Kontraktor Utama

*\*Approximate date for commencement of the Orders by the Main Contractor*

2.4 Punggah-turun dll. oleh

*Unloading etc. by*

2.5 Tempat penstoran oleh

*Storage accommodation by*

2.6 Penjagaan dan perlindungan : Oleh .....

*Caring and protection of Sub-contract Works: By*

(\*Catatan : Tarikh yang disebutkan dalam perenggan 2.3 hanyalah anggaran sahaja dan petender yang berjaya dikehendaki memastikan dan membuat perkiraan dengan Kontraktor Utama mengenai tarikh sebenar bagi permulaan Pesanan.)

(\*Note: The date mentioned in paragraph 2.3 is only an approximation and the successful tenderer is required to ascertain and arrange with the Main Contractor the exact date for commencement of Orders.)

3. MAKLUMAT MENGENAI KONTRAKTOR UTAMA  
INFORMATION ON MAIN CONTRACT

Catatan: Yang berikut adalah cabutan dari Syarat-syarat Kontrak Utama tetapi cabutan-cabutan itu tidak sama sekali melepaskan tanggungjawab petender untuk memeriksa dan berpengetahuan penuh akan semua peruntukan Kontrak Utama mengikut Perenggan 1.2 di atas.

Note: The following are extracts from the Conditions of the Main Contract but they shall in no way absolve the tenderer's responsibilities to have examine and to have full knowledge of all the provisions of the Main Contract in accordance with Paragraph 1.2 above.

3.1 No. Kontrak ..... bertarikh .....  
Contract No. ..... dated .....

3.2 Kontrak untuk .....  
Contract for .....

3.3 Tarikh Siap (Fasal 39) .....  
Date for Completion (Clause 39) .....

3.4 Gantirugi Tertentu dan Gantirugi Ditetapkan kerana tak siap mengikut kadar sebanyak (Fasal 40) RM..... tiap-tiap satu .....  
Liquidated and Ascertained Damages for non-completion at the rate of (Clause 40) RM : ..... per.....

3.5 Siap Berbahagian-bahagian (Fasal 41) .....  
Sectional Completion (Clause 41) .....

3.6 Tempoh Liabiliti Kecacatan (Fasal 48.1) .....  
Defects Liability Period (Clause 48.1) .....

3.7 Pembayaran (Fasal 28)  
Payment (Clause 28)

(a) Penilaian untuk Perakuan Interim Pertama (Fasal 28.1) .....  
Valuation for Interim Certificate (Clause 28.1)

(b) Penilaian Perakuan Interim (Fasal 28.2) .....  
Issue of Interim Certificate (Clause 28.2)

(c) Tempoh Menunaikan Perakuan Interim (Fasal 28.3) .....  
Period for honouring of Interim Certificates (Clause 28.3)

**PESANAN UNTUK MEMBEKAL DAN  
MENYERAH-HANTAR ARTIKEL- ARTIKEL**

*ORDER TO SUPPLY AND DELIVERY OF ARTICLES*  
(Dikeluarkan oleh Kontraktor Utama kepada Pembekal Dinamakan)  
(*To be issued by Main Contractor to the Nominated Supplier*)

No. Pesanan .....  
Order No.

.....

.....

(Kontraktor Utama)  
(Main Contractor)

Tarikh .....  
Date :

Kepada,  
To,  
.....  
.....  
.....

(Pembekal Dinamakan)  
(Nominated Supplier)

Tuan,

Subkontrak bagi  
.....  
Sub-contract for  
.....

Mengikut Fasal 13 Syarat-syarat Subkontrak, tuan adalah dengan ini diarah supaya memulakan bekalan dan serah-hantaran Artikel-artikel seperti yang disenaraikan di dalam Jadual Artikel-artikel yang Dipesan untuk Dibekal dan Diserah-hantarkan (Borang JKR 203P5A Pin. 2010) yang dikepil bersama ini.

*In accordance with Clause 13 of the Conditions of Sub-contract, you are hereby instructed to supply and deliver the Articles as listed in the Schedules of Articles orderd to be supplied and delivered (Form JKR 203P5A Pin. 2010) attached herewith..*

2. Berasaskan kepada tempoh-tempoh permulaan dan penyiapan yang ditender, tuan hendaklah memulakan bekalan dan serah-hantaran Artikel-artikel tersebut tidak lewat dari ..... dan akan menyiapkannya pada atau sebelum.....

*Based on the tendered periods for commencement and completion you shall commence the supply and deliver of the aforesaid Articles not later than ..... and to complete the same on or before .....*

**LAMPIRAN 9 (samb.)**

3. Jadual tersebut dihantar di dalam tiga salinan. Sila kembalikan yang asal yang telah ditandatangani dan disaksikan dengan sewajarnya oleh Wakil Tapak Bina kami yang diberikuasa, beserta dengan bil-bil tuan untuk bayaran sebaik sahaja siapnya serah- hantaran Artikel-artikel itu.

*The said Schedule is sent to you in triplicate. Please return to us the original, duly signed by our authorised Site Representative, together with your bills for payment upon completion of delivery of the Articles.*

.....  
Tandatangan Kontraktor Utama  
*Signature of Main Contractor*

(Nama Penuh .....  
*Name in full*

No. Kad Pengenalan .....  
*I/C No.*

Atas sifat .....  
*In the capacity of*

Yang diberi kuasa dengan sepenuhnya  
untuk menandatangani untuk dan bagi pihak  
*Duly authorised to sign for and on behalf of*

.....  
(Meteri atau Cap Kontraktor Utama)  
*Main Contractor's Seal or Chop*

s.k. Pegawai Penguasa  
*Superintending Officer*

**LAMPIRAN 10**

(JKR 203P5A Pind. 2010)

**JADUAL ARTIKEL-ARTIKEL YANG DIPESAN UNTUK  
DIBEKAL DAN DISERAH-HANTAR**  
*SCHEDULE OF ARTICLES ORDERED  
TO BE SUPPLIED AND DELIVERED*

SUBKONTRAK UNTUK .....  
SUB-CONTRACT FOR

NO. PESANAN .....  
ORDER NO.

TARIKH .....  
DATE

Tarikh permulaan Bekalan dan Serah-hantaran .....  
*Date for commencement of Supply and Delivery*

Tarikh penyiapan Bekalan dan Serah-hantaran .....  
*Date for completion of Supply and Delivery*

No. Butiran <i>Item No.</i>	PERIHAL ARTIKEL <i>DESCRIPTION OF ARTICLES</i>	KUANTITI <i>QUANTITY</i>	KADAR SEUNIT <i>UNIT RATE</i>	AMAUN AMOUNT <i>(RM)</i>
			<i>Jumlah Total</i>	

NOTA : Jadual ini adalah dalam tiga (3) salinan. Pembekal Dinamakan dan Wakil Kontraktor Utama yang diberikuasa hendaklah masing-masing menyimpan satu salinan dan yang asal hendaklah dikembalikan kepada Kontraktor Utama beserta dengan bil-bil Pembekal Dinamakan sebaik sahaja siapnya serah-hantaran Artikel-artikel yang disenaraikan di atas.

NOTES : *This schedule is in triplicate. One copy each shall be retained by the Nominated Supplier and the Main Contractor's Authorised Representative and the Original shall be returned to the Main Contractor together with the bills for payment upon completion of Delivery of the Articles as listed above.*

**LAMPIRAN 10 (samb.)**

Yang bertandatangan di bawah ini adalah dengan ini mengaku penerimaan Artikel-artikel yang disenaraikan di atas dalam keadaan baik.

*The undersigned hereby acknowledges receipt of the Articles listed above in good condition.*

.....  
Tandatangan Wakil yang diberikuasa  
*Signature of Authorised Representative*

(Nama Penuh .....)  
*Name in full*

No. Kad Pengenalan .....  
*I/C 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*

.....  
(Meteri atau Cap Kontraktor Utama)  
*Main Contractor's Seal or Chop*

Tarikh : .....  
*Date:*

**SURAT JAMINAN TANGGUNG RUGI  
DARI PEMBEKAL DINAMAKAN KEPADA KERAJAAN**  
*LETTER OF INDEMNITY  
FROM NOMINATED SUPPLIER TO THE GOVERNMENT*

Surat Tanggung Rugi ini diberi pada ..... haribulan..... 20..... oleh Kami, ..... yang beralamat (atau pejabat berdaftar yang terletak di) ..... kepada Kerajaan ..... (kemudian dari ini disebut "Kerajaan").  
*This Letter of Indemnity is given the ..... day of ..... 20..... by us, ..... having a registered office situated at ..... to the Government of ..... (hereinafter called "the Government").*

(2) Kerajaan telah melalui Kontrak No. .... yang diikat pada ..... haribulan ..... 20..... (kemudian dari ini disebut "Kontrak Utama") di antara Kerajaan bagi satu pihak dan ..... (kemudian dari ini disebut "Kontraktor") sebagai pihak yang satu lagi, mengambil kerja Kontraktor bagi melaksana dan menyiapkan..... (kemudian dari ini disebut "Kerja Kontrak Utama").  
*The Government has by a contract numbered ..... entered into on the ..... day of ..... 20..... (hereinafter called "the Main Contract") between the Government of the one part and ..... (hereinafter called "the Contractor") on the other part, employed the Contractor for the execution and completion of ..... (hereinafter called "the Main Contract Works").*

**LAMPIRAN 11 (samb.)**

(3) Kami telah mengemukakan tender bagi .....

.....  
(kemudian dari ini disebut "Artikel), yang berkenaan dengan Kos Prima atau Wang Peruntukan Sementara terdapat dalam dan menjadi sebahagian dari Kontrak Utama.

*We have submitted a tender for .....*

.....  
*(hereinafter called "the Articles"), which is the subject of a Prime Cost or Provisional Sum in and forming part of the Main Contract.*

(4) Menurut peruntukan berkaitan dalam Kontrak Utama, kami telah dinamakan untuk menjalankan dan menyiapkan pembekalan Artikel ini di atas terma dan Syarat-syarat Subkontrak (kemudian dari ini disebut "Kerja Subkontrak") yang akan diikat di antara Kontraktor dan Kami.

*In accordance with the relevant provisions in the Main Contract, we have been nominated to execute and complete the supply and delivery of the Articles on the terms and conditions of a sub-contract (hereinafter called "the Sub-contract" to be entered into between the Contractor and us.*

(5) Sebagai balasan ke atas pengakuanjanji Kerajaan untuk membayar terus kepada Kami amaun yang disahkan sebagai kena dibayar kepada Kami dalam Perakuan-perakuan Interim atau Perakuan Muktamad menurut dan tertakluk kepada peruntukan yang berkenaan dalam Kontrak Utama dan Subkontrak ini, Kami dengan ini membuat pengakuanjanji yang tidak boleh terbatal untuk melindungi dan menanggung rugi Kerajaan terhadap dan dari :

*In consideration of the Government undertaking to pay direct to us the amount certified as due to us in Interim Certificates or the Final Certificate in accordance with and subject to the relevant provisions of the Main Contract and the Sub-contract, we hereby irrevocably undertake to indemnify and save harmless the Government, against and from :*

(i) sebarang tanggungan Kerajaan kepada Kontraktor berpunca dari apa jua disebabkan oleh Kerajaan membuat bayaran terus kepada kami; dan

*any liability of the Government to the Contractor howsoever arising, due to the making by the Government of payments direct to us; and*

(ii) sebarang tanggungan Kerajaan kepada Kontraktor berpunca dari apa jua disebabkan oleh sebarang tindakan, kecuaiian atau ketinggalan, atau sebarang pecah kontrak, tidak mematuhi atau tidak melaksanakan peruntukan Syarat-syarat Subkontrak oleh Kami, pengkhidmat atau ejen Kami; dan

*any liability of the Government to the Contractor howsoever arising, due to any act, neglect, or omission, or any breach, non-observance or non-performance of the provisions of the Sub-contract by us, our servants or agents; and*



**LAMPIRAN 11 (samb.)**

(iii) sebarang kerugian dan/atau perbelanjaan yang ditanggung oleh Kerajaan berpunca dari apa jua disebabkan oleh sebarang tindakan, kecuaiian atau ketinggalan, atau sebarang pecah kontrak, tidak mematuhi atau tidak melaksanakan peruntukan Syarat-syarat Subkontrak oleh Kami, pengkhidmat atau ejen kami.

*any loss and/or expense incurred by the Government howsoever arising, due to any act, neglect or omission, or any breach, non-observance or non-performance of the provisions of the Sub-contract by us, our servants or agents.*

Ditandatangani oleh  
*Signed by*

Di hadapan  
*In the presence of*

.....  
(Tandatangan Pembekal Dinamakan)  
*(Signature of Nominated Supplier)*

.....  
(Tandatangan Saksi)  
*(Signature of Witness)*

Nama Penuh .....  
*Name in full*

Nama Penuh .....  
*Name in full*

No. Kad Pengenalan .....  
*I/C. No. I/C. No.*

No Kad Pengenalan .....

Atas sifat .....  
*In the capacity of*

Pekerjaan .....  
*Occupation*

Yang diberi kuasa menandatangani untuk  
dan bagi pihak  
*Duly authorised to sign for and on behalf of*

Alamat .....  
*Address*  
.....

.....

Meteri atau Cap Pembekal Dinamakan  
*Seal or Chop of Nominated Supplier*

**BORANG JAMINAN BANK/JAMINAN SYARIKAT KEWANGAN/  
JAMINAN INSURANS UNTUK BON PELAKSANAAN  
(SUB KONTRAKTOR DINAMAKAN)**

Perjanjian ini telah dibuat pada ..... haribulan ..... 200..... DI ANTARA (masukkan nama bank/syarikat kewangan/syarikat insuran) (masukkan alamat utama bank/syarikat kewangan/syarikat insuran) (kemudian daripada ini dirujuk sebagai "Penjamin") sebagai satu pihak dan (masukkan nama kontraktor utama) (kemudian daripada ini dirujuk sebagai "Kontraktor") sebagai satu pihak lain.

Di MANA

- (i) Perjanjian ini ..... kepada Sub Kontraktor Dinamakan (kemudian daripada ini dirujuk sebagai "Sub Kontraktor Dinamakan") bertarikh ..... haribulan ..... 200..... dan dibuat di antara (masukkan nama Sub KontraktorDinamakan) (masukkan alamat utama Sub KontraktorDinamakan) (kemudian daripada ini dirujuk sebagai "Sub Kontraktor Dinamakan") sebagai satu pihak dan Kontraktor sebagai satu pihak lain di mana Sub Kontraktor Dinamakan bersetuju dan .....
- (ii) Penjamin bersetuju untuk menjamin

MAKA Penjamin dengan ini bersetuju dengan Kontraktor seperti berikut:

- (i) Jika Sub Kontraktor Dinamakan (kecuali dibebaskan daripada pelaksanaan oleh mana-mana ldausa 1. Apabila sahaja Kerajaan membuat tuntutan bertulis, maka Penjamin hendaklah dengan serta merta membayar kepada Kerajaan nilai yang ditentukan dalam tuntutan tersebut tanpa mengira sama ada terdapat apa-apa bantahan atau tentangan daripada Kontraktor atau Penjamin atau mana-mana pihak ketiga yang lain dan tanpa bulktu atau bersyarat. Dengan syarat sentiasanya bahawa jumlah tuntutan yang dibuat tidak melebihi sebanyak Ringgit ..... (nyatakan nilai jaminan dalam perkataan) (RM .....) dan bahawa tanggungan Penjamin untuk membayar kepada Kerajaan di bawah Perjanjian ini tidak melebihi nilai tersebut di atas. Kerajaan berhak untuk membuat apa-apa tuntutan sebahagian jika

## LAMPIRAN 12 (samb.)

dikehendaknya dan jumlah kesemua tuntutan sebahagian itu hendaklah tidak melebihi nilai Ringgit ..... (nyatakan nilai jaminan dalam perkataan) (RM .....) dan liabiliti Penjamin untuk membayar kepada Kerajaan jumlah yang disebutkan terdahulu hendaklah dikurangkan dengan perkadaran yang bersamaan dengan apa-apa bayaran sebahagian yang telah dibuat oleh Penjamin.

- (ii) Penjamin tidak boleh dibebaskan atau dilepaskan dari Jaminan ini oleh sebarang perkiraan yang dibuat antara Sub Kontraktor Dinamakan sama ada dengan atau tanpa persetujuan Penjamin atau oleh sebarang perubahan tentang kewajipan yang diaku janji oleh Sub Kontraktor Dinamakan atau oleh sebarang penangguhan sama ada dari segi pelaksanaan, masa, pembayaran atau sebaliknya, tetapi Penjamin hendaklah .....
- (iii) Jaminan ini adalah Jaminan yang berterusan dan tak boleh batal dan hendaklah berkuat kuasa sehingga ..... (kemudian daripada ini disebut "Tarikh Mati Asal") (*Initial Expiry Date*) iaitu dua belas (12) bulan selepas tarikh tamat tempoh kecacatan atau dalam keadaan dimana kontrak dibatalkan, satu (1) tahun selepas tarikh kontrak dibatalkan. Penjamin hendaklah melanjutkan Tarikh Mati Asal (*Initial Expiry Date*) Jaminan ini untuk tempoh tambahan selama tidak melebihi satu (1) tahun daripada Tarikh Mati Asal (*Initial Expiry Date*) (kemudian daripada ini disebut "Tarikh Mati Lanjutan") (*Extended Expiry Date*) apabila diminta oleh Kerajaan dan Jaminan ini adalah dengan ini dilanjutkan. Jumlah agregat maksimum yang Kerajaan berhak di bawah Perjanjian ini mestilah sentiasa dipastikan tidak melebihi jumlah Ringgit ..... (nyatakan nilai Jaminan dalam perkataan) (RM .....).
- (iv) Apa-apa tanggungjawab dan tanggungan Penjamin di bawah Perjanjian ini hendaklah luput apabila Perjanjian ini tamat pada Tarikh Mati Asal (*Initial Expiry Date*) atau Tarikh Mati Lanjutan (*Extended Expiry Date*) melainkan jika sebelumnya Kontraktor telah meminta secara bertulis kepada Penjamin untuk membayar sejumlah wang tertentu yang masih belum dijelaskan mengikut peruntukan kontrak.
- (v) SEMUA TUNTUTAN BERKAITAN DENGAN JAMINAN INI, JIKA ADA, MESTILAH DITERIMA OLEH PIHAK BANK/SYARIKAT KEWANGAN/SYARIKAT INSURANS DALAM TEMPOH SAH LAKU JAMINAN INI ATAUPUN DALAM MASA EMPAT (4) MINGGU DARI TAMATNYA

LAMPIRAN 12 (samb.)

TARIKH JAMINAN INI, MENGIKUT MANA YANG LEBIH  
KEMUDIAN.

PADA MENYAKSIKAN HAL DI ATAS pihak-pihak kepada Perjanjian ini telah  
menurunkan tandatangan dan meteri mereka pada hari dan tahun yang mula-  
mula tertulis di atas.

Ditandatangani untuk ) .....  
dan bagi pihak Penjamin ) Nama : .....  
di hadapan ) Jawatan : .....  
) Cop Bank/Syarikat Kewangan/  
Syarikat Insurans

.....  
(Saksi)

Nama : .....  
Jawatan : .....  
Alamat : .....  
.....

Ditandatangani untuk ) .....  
dan bagi pihak Kontraktor ) Nama : .....  
Dengan kehadiran ) Jawatan : .....  
) Cop Kontraktor :

.....  
(Saksi)

Nama : .....  
Jawatan : .....  
Alamat : .....  
.....