PK 3.1

KERAJAAN MALAYSIA

Perolehan Perunding Secara Am

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PK 3.1 PEROLEHAN PERUNDING SECARA AM 1

1. Pendahuluan 1

2. Kebenaran Menggunakan Perkhidmatan Perunding 1

3. Definisi Perunding Dalam Perolehan Kerajaan 4

4. Perunding Fizikal & Perunding Bukan Fizikal 5

5. Pihak Berkuasa Melulus (PBM) 6

6. Kaedah Perolehan Perunding 11

7. Jawatankuasa Penilaian Perunding 14

8. Terma Rujukan Perunding 19

9. Pelantikan *Lead Consultant (LC)* Bagi Projek Pembangunan Fizikal Kerajaan 23

10. Pelantikan Perunding Individu 24

11. Pelantikan Perunding Asing bagi perolehan yang tidak tertakluk kepada FTA 25

12. Penggunaan Sistem Maklumat Bersepadu Perolehan Kerajaan (MyGPIS) 27

13. Tarikh Kuat Kuasa 29

SENARAI LAMPIRAN

LAMPIRAN A : **Perbezaan Perkhidmatan Perunding Dan Perkhidmatan Bukan Perunding**

LAMPIRAN B : **Senarai Semasa Kod Bidang Perkhidmatan Perunding**

LAMPIRAN C : **Proses Perolehan Perkhidmatan Perunding**

LAMPIRAN D : **Perincian Kadar Bayaran Perunding**

PK 3.1 PEROLEHAN PERUNDING SECARA AM

1. Pendahuluan

1.1. Pekeliling Perbendaharaan PP/ PK 3 ini bertujuan untuk memberi panduan mengenai peraturan dan tatacara dalam pelaksanaan bagi semua perolehan Kerajaan yang berkaitan perkhidmatan perunding. PK ini terpakai bagi semua perolehan perkhidmatan perunding termasuk bagi perolehan yang tertakluk kepada Perjanjian Perdagangan Bebas (Free Trade Agreement – FTA).

1.2. Semua perolehan perkhidmatan perunding Kerajaan perlu direkodkan di dalam Sistem Maklumat Bersepadu Perolehan Kerajaan (MyGPIS) yang ditambahbaik termasuk rekod prestasi perunding memandangkan sistem ePerunding telah dimansuhkan operasi pada 01 April 2021.

2. Kebenaran Menggunakan Perkhidmatan Perunding

2.1. **Rujukan Kepada Jabatan Kerja Raya (JKR) atau Jabatan Pengairan dan Saliran (JPS) Selaku Jabatan Teknik Bagi Projek Pembangunan Fizikal Selaras Dengan AP182 dan AP186**

(i) Kerajaan telah memberi tanggungjawab sebagai Jabatan Teknik bagi melaksanakan semua projek pembangunan fizikal bagi pihak Kerajaan tanpa mengira had nilai kepada JKR dan JPS. Pelepasan secara bertulis perlu diperolehi terlebih dahulu daripada JKR/JPS sekiranya Agensi berhasrat untuk melaksanakan sendiri mana-mana projek pembangunan fizikal kecuali bagi kerja ukur dan kerja pembaikan yang tidak melibatkan perubahan struktur.

(ii) Agensi hendaklah mengemukakan kepada JKR/JPS maklumat lengkap seperti berikut:

(a) Kedudukan status tapak projek;
(b) Ringkasan projek;
(c) Siling projek;
(d) Peruntukan tahunan;
(e) Jadual pelaksanaan projek; dan
(f) Kaedah Pelaksanaan Projek

(iii) Agensi bertanggungjawab memastikan surat tersebut disahkan penerimaan oleh JKR/JPS sebagai bukti. Sekiranya JKR/JPS tidak berkemampuan untuk melaksanakan kerja-kerja tersebut, JKR/JPS hendaklah mengemukakan maklum balas kepada Agensi dalam tempoh 14 hari kalendar daripada tarikh surat Agensi diterima di pejabat Jabatan Teknik. Jika tiada maklum balas diterima oleh Agensi dalam tempoh tersebut, Agensi dibenarkan untuk melaksanakan sendiri projek berkenaan.

(iv) Untuk kerja-kerja tambahan atau pengubahsuaian yang melibatkan bangunan Kerajaan Persekutuan, kelulusan daripada Bahagian yang berkenaan di Jabatan Perdana Menteri atau Jabatan yang diberi tanggungjawab untuk mengurus hal ini hendaklah diperolehi terlebih dahulu.

(v) Untuk kerja-kerja tambahan atau pengubahsuaian yang melibatkan bangunan yang disewa, kebenaran tuan punya bangunan hendaklah diperolehi terlebih dahulu. Agensi boleh menggunakan perkhidmatan perunding yang bertanggungjawab ke atas bangunan tersebut dan jika perunding berkenaan enggan, Agensi bolehlah melantik perunding sendiri dengan mengikut peraturan yang berkuat kuasa.

2.2. **Kebenaran Pegawai Pengawal**

Perkhidmatan perunding boleh dibenarkan sekiranya Agensi tidak mempunyai kakitangan yang kompeten atau berkepakaran bagi melaksanakan sesuatu projek pembangunan fizikal atau kajian dan memerlukan perkhidmatan perunding. Agensi hendaklah terlebih dahulu mendapatkan kebenaran rasmi (minit mesyuarat/ surat/ memo) daripada Pegawai Pengawal.

2.2.1 Perkhidmatan Perunding Bagi Kajian Berkaitan Program dan Dasar Kerajaan

(i) Agensi hendaklah melaksanakan kajian yang berkaitan Program dan Dasar Kerajaan dengan menggunakan tenaga kerja dan kepakaran dalaman di Kementerian, Jabatan atau Agensi di bawah Kementerian.

(ii) Sekiranya tiada kepakaran dalaman di Kementerian, Jabatan atau Agensi di bawah Kementerian, pelantikan perunding individu dibenarkan dengan kelulusan Pegawai Pengawal sebagai sebahagian daripada pasukan yang menjalankan kajian berkaitan

Program dan Dasar Kerajaan yang turut dianggotai oleh pegawai di Kementerian atau Jabatan.

(iii) Pelantikan perunding individu yang mempunyai keupayaan dan kelayakan dalam melaksanakan kajian berkaitan Program dan Dasar Kerajaan hendaklah mengikut keutamaan seperti berikut:

(a) Perunding individu daripada Universiti Awam (UA); atau

(b) Perunding individu daripada agensi Badan Berkanun Persekutuan (BBP), *Company Limited by Guaranteed* (CLBG) yang ditubuhkan Kerajaan atau Syarikat Berkaitan Kerajaan (*Government Linked Company* – GLC); atau

(c) Individu-individu lain yang berkelayakan dan berkepakaran.

(iv) Sekiranya kajian pasaran oleh Kementerian/ Jabatan mengesahkan bahawa tiada kepakaran dalaman atau kepakaran daripada agensi lain termasuk UA, BBP, CLBG dan GLC, sama ada disebabkan oleh bidang tersebut adalah bidang baharu, atau sebab-sebab lain yang munasabah termasuk tidak boleh dilaksanakan oleh perunding daripada entiti di perenggan 2.2.1(iii), Pegawai Pengawal boleh membenarkan pelantikan perunding bagi kajian hingga RM5 juta. Tatacara perolehan perunding yang diluluskan oleh Pegawai Pengawal hendaklah mengikut peraturan semasa yang berkuat kuasa.

(v) Perolehan perkhidmatan perunding seperti di perenggan 2.2.1 (iv) bagi kajian yang bernilai melebihi RM5 juta hendaklah mendapat kelulusan MoF sebelum dilaksanakan.

2.3. **Rujukan Kepada Jabatan Digital Negara (JDN)**

Agensi hendaklah memastikan semua perolehan ICT yang memerlukan perkhidmatan perunding secara penyumberluaran (*outsourcing*) hendaklah dirujuk ke Jabatan Digital Negara (JDN) terlebih dahulu melalui Jawatankuasa Pemandu ICT (JPICT) Kementerian sebelum sebarang proses perolehan boleh dimulakan.

2.4. **Pelantikan Perunding Asing Bagi Perolehan Yang Tidak Tertakluk Kepada FTA**

(i) Bagi perolehan yang tidak tertakluk kepada FTA, perunding tempatan hendaklah dilantik bagi tujuan peningkatan keupayaan (*capacity building*), kawalan ke atas aliran keluar mata wang dan dasar keselamatan negara **kecuali** tiada perunding yang berkepakaran bagi projek/ kajian spesifik yang perlu dilaksanakan oleh Agensi.

(ii) Sekiranya terdapat keperluan untuk melantik perunding asing, Agensi hendaklah terlebih dahulu mendapatkan kebenaran secara rasmi daripada Pegawai Pengawal bagi pelantikan perunding. Agensi hendaklah menyatakan dengan jelas justifikasi untuk melantik perunding asing.

(iii) Bagi perolehan yang tertakluk kepada FTA, tawaran hendaklah dibuka kepada semua perunding yang berdaftar dengan Kementerian Kewangan sama ada perunding tempatan atau negara ahli FTA.

(iv) Sebaik sahaja kebenaran diperolehi daripada Pegawai Pengawal, Agensi boleh meneruskan proses perolehan berdasarkan peraturan semasa yang sedang berkuat kuasa.

3. Definisi Perunding Dalam Perolehan Kerajaan

3.1. Definisi perkhidmatan perunding dalam perolehan Kerajaan adalah perunding yang dilantik oleh sesebuah Agensi Kerajaan berdasarkan kepakaran dan pengalaman perunding tersebut bagi melaksanakan sesebuah projek pembangunan fizikal atau kajian Kerajaan. Perolehan perkhidmatan perunding secara prinsipnya perlu mempunyai kriteria dan mematuhi syarat-syarat seperti berikut:

(i) Mempunyai penghasilan *deliverables* melalui perolehan tersebut seperti lukisan, laporan, pengiraan dan sebagainya;

(ii) Perunding berdaftar dengan Kementerian Kewangan dengan nombor pendaftaran 465-XXXXXXXX; dan

(iii) Perunding berdaftar di bawah kod bidang 330000 (fizikal) atau 340000 (bukan fizikal) atau kod bidang perkhidmatan perunding yang diluluskan oleh Kerajaan dari semasa ke semasa.

3.2. Perbezaan perkhidmatan perunding dan perkhidmatan bukan perunding adalah sepertimana gambarajah seperti di **Lampiran A**.

3.3. Agensi hendaklah memastikan bahawa perunding yang dilantik hanya dibenarkan untuk memberi perkhidmatan berdasarkan kod bidang yang telah didaftarkan sahaja iaitu sebagaimana dinyatakan di dalam sijil pendaftaran Kementerian Kewangan firma masing-masing. Agensi juga hendaklah merekodkan pelantikan perunding di dalam Sistem Maklumat Bersepadu Perolehan Kerajaan (MyGPIS).

3.4. Perolehan perkhidmatan/ nasihat kepakaran yang ditawarkan oleh firma perunding yang tidak berdaftar dengan Kementerian Kewangan atau bukan di bawah kod bidang perkhidmatan perunding yang telah diluluskan oleh Kementerian Kewangan adalah tidak dibenarkan.

3.5. Perolehan perkhidmatan penceramah/ fasilitator/ moderator bagi tujuan latihan/ seminar/ kursus/ bengkel dan seumpamanya adalah dikategorikan sebagai perolehan perkhidmatan di bawah kod bidang yang berkuat kuasa.

4. Perunding Fizikal & Perunding Bukan Fizikal

4.1. **Perunding Fizikal** adalah seperti berikut :

(i) Arkitek, kejuruteraan awam dan struktur, kejuruteraan mekanikal dan elektrikal, ukur bahan, perancang bandar dan desa, landskap, hiasan dalaman, akustik, alam sekitar dan lain-lain perkhidmatan teknikal yang berkaitan dengan kejuruteraan dan/atau projek pembinaan antaranya menyediakan reka bentuk terperinci, penyediaaan dokumen tender dan lain-lain;

(ii) Kerja ukur tanah dan kerja ukur khusus seperti *hydrography*, *aerial photogrammetry,* pemetaan utiliti bawah tanah*, remote sensing* dan lain-lain;

(iii) Perkhidmatan penilaian fizikal seperti penilaian harta (forensik), audit & *assessment* dan lain-lain; dan

(iv) Kajian fizikal yang berkaitan dengan kerja-kerja kejuruteraan dan/atau projek pembinaan, antaranya kajian kemungkinan/kajian awalan kejuruteraan, kajian tebatan banjir/cerun, kajian rancangan tempatan/struktur, kajian *Environmental Impact Assessment* (EIA), *Traffic Impact Assessment (TIA)* dan lain-lain.

4.2. **Perunding Bukan Fizikal** adalah seperti berikut :

(i) Kajian kemungkinan, kajian ekonomi, kajian penswastaan dan kajian-kajian lain;

(ii) Kajian berkaitan pengurusan seperti pengurusan sumber manusia, kewangan dan perakaunan, percukaian, pengurusan kualiti, perundangan, kerja-kerja audit kewangan, kerja-kerja audit pengurusan, teknologi maklumat dan komunikasi serta bidang pengurusan lain; dan

(iii) Perkhidmatan perunding lain mengikut kategori yang diperlukan oleh Agensi dan ditentukan oleh Perbendaharaan dari semasa ke semasa.

4.3. Senarai Kod Bidang perunding bagi tujuan pendaftaran perunding hendaklah dirujuk di portal www.eperolehan.gov.my dari semasa ke semasa seperti contoh Kod Bidang Perunding di **Lampiran B**.

5. Pihak Berkuasa Melulus (PBM)

5.1. Bagi tujuan kelulusan permohonan perolehan perkhidmatan perunding, terdapat empat (4) Pihak Berkuasa Melulus (PBM) iaitu:

(a) Pegawai Pengawal / Pegawai yang diturunkan kuasa;
(b) Jawatankuasa Sebut Harga (JKSH);
(c) Lembaga Perolehan (LP); dan
(d) Kementerian Kewangan (MOF).

5.2. Keanggotaan Pihak Berkuasa Melulus adalah sebagaimana yang di tetapkan di dalam PP/PK 2.

5.3. Kaedah perolehan perkhidmatan perunding berdasarkan **had nilai kuasa melulus PBM** adalah seperti berikut:

Kaedah Perolehan	Had Nilai	Pihak Berkuasa Melulus
Lantikan Terus Berserta Kos Siling (LTBKS) [Tidak terpakai bagi perolehan yang tertakluk FTA]	(a) Kos kerja ukur sehingga RM50 ribu; (b) Kos kajian sehingga RM50 ribu; (c) Kos perkhidmatan perunding fizikal sehingga RM50 ribu.	Pegawai Pengawal/ Pegawai yang diturunkan kuasa secara bertulis oleh Pegawai Pengawal

Kaedah Perolehan	Had Nilai	Pihak Berkuasa Melulus
	(a) Kos kerja ukur melebihi RM50 ribu sehingga RM500 ribu; (b) Kos kajian melebihi RM50 ribu sehingga RM500 ribu; (c) Kos perkhidmatan perunding fizikal melebihi RM50 ribu sehingga RM500 ribu bagi kos projek fizikal sehingga RM20 juta.	Jawatankuasa Sebut Harga (JKSH)
	(a) Kos perkhidmatan perunding projek fizikal melebihi RM500 ribu bagi kos projek fizikal sehingga RM50 juta; atau (b) Kos perkhidmatan perunding projek fizikal tidak melebihi RM500 ribu bagi kos projek melebihi RM20 juta sehingga RM50 juta.	Lembaga Perolehan (LP) Agensi
Tender Terbuka/ Tender Terbuka Pra Kelayakan	(a) Kos kerja ukur sehingga RM5 juta; (b) Kos kajian sehingga RM5 juta; (c) Kos projek fizikal sehingga RM300 juta.	Lembaga Perolehan (LP) Agensi
Tender Terbuka/ Tender Terbuka Pra Kelayakan	(a) Kos kerja ukur melebihi RM5 juta; (b) Kos kajian melebihi RM5 juta; (c) Kos projek fizikal melebihi RM300 juta.	Kementerian Kewangan
Rundingan Terus	(a) Kos kerja ukur melebihi RM500 ribu; (b) Kos kajian melebihi RM500 ribu; (c) Kos projek fizikal melebihi melebihi RM50 juta; (d) Tertakluk kepada syarat dan kriteria serta perlu mendapat kelulusan Kementerian Kewangan bagi kaedah perolehan ini.	Kementerian Kewangan

5.4. Agensi hendaklah memastikan permohonan perolehan perkhidmatan perunding dikemukakan kepada PBM mengikut had nilai kuasa yang telah ditetapkan. Sekiranya keputusan PBM adalah tidak sebulat suara, keputusan hendaklah dimuktamadkan di PBM yang lebih tinggi daripada PBM asal.

5.5. PBM di peringkat yang lebih rendah tidak boleh menimbang dan menyetujuterima permohonan perolehan perkhidmatan perunding melebihi had nilai masing-masing yang telah ditetapkan. Manakala PBM di peringkat yang lebih tinggi boleh mempertimbang dan menyetujuterima permohonan perolehan perkhidmatan perunding di bawah had nilai kuasanya.

5.6. Agensi adalah dilarang memecah kecilkan nilai perolehan projek bagi mengelakkan daripada melaksanakan pelawaan yang lebih kompetitif atau menggelakkan daripada nilai ambang perolehan yang tertakluk kepada FTA.

5.7. Bagi menyeragamkan dan mempercepatkan proses pelantikan perkhidmatan perunding untuk sesuatu projek fizikal, Agensi adalah dinasihati supaya mempelawa perunding-perunding di dalam bidang yang diperlukan (contohnya, Arkitek, Kejuruteraan, Ukur Bahan, atau lain-lain) secara serentak.

5.8. **Tanggungjawab Pihak Berkuasa Melulus Agensi Secara Am**

(i) **Pihak Berkuasa Melulus Agensi secara amnya diberi kuasa seperti berikut:**

(a) Menimbang dan memutuskan pelantikan perunding (termasuk kos/ kos siling perkhidmatan) tertakluk kepada had nilai yang dibenarkan;

(b) Menyemak dan memperaku permohonan pelantikan perunding termasuk permohonan kos perunding/ kos tambahan bagi yang perlu dibawa kepada pertimbangan dan kelulusan di peringkat Kementerian Kewangan;

(c) Menimbang senarai pendek perunding yang diperakukan oleh Jawatankuasa Penilaian Perunding (JPP) bagi tender terbuka pra kelayakan;

(d) Membuat keputusan perolehan perkhidmatan perunding secara bermesyuarat. Keputusan secara edaran adalah tidak dibenarkan;

(e) Memastikan semua permohonan pelantikan perunding termasuk permohonan kos perunding, kos tambahan dan lanjutan tempoh

kontrak sebelum dibawa untuk pertimbangan dan kelulusan Pihak Berkuasa Melulus, telah disemak dan diperakukan oleh JPP terlebih dahulu;

(f) Memastikan Ahli JPP dan Ahli Jawatankuasa Pembuka Tender terdiri daripada pegawai yang berbeza;

(g) Memastikan Ahli JPP dan PBM terdiri daripada pegawai yang berbeza;

(h) Lanjutan tempoh bagi sah laku perolehan perkhidmatan perunding hanya dibenarkan bagi perolehan secara tender. Memastikan tempoh sah laku tawaran firma masih berkuat kuasa sebelum keputusan pelantikan dibuat. Pelanjutan tempoh sah laku tawaran firma hanya boleh diperolehi daripada Pengerusi LP Agensi; Sebarang pengecualian selain daripada perenggan (h) hendaklah dirujuk kepada Kementerian Kewangan;

(i) Memastikan peruntukan mencukupi dan tidak melebihi kos siling sebelum keputusan dibuat;

(j) Mempertimbangkan perubahan skop perkhidmatan perunding yang tidak melibatkan perubahan kos;

(k) Mempertimbangkan pelanjutan tempoh perjanjian perkhidmatan perunding yang tidak melibatkan perubahan kos tertakluk kontrak masih berkuat kuasa. Pemakaian AP201.1 adalah dikecualikan untuk perolehan perunding;

(l) Sekiranya dalam membuat keputusan pemilihan perunding terdapat kekurangan maklumat penting dan maklumat tersebut tidak dapat diperolehi dengan segera serta kekurangan maklumat tersebut boleh menjejaskan keputusan yang dibuat, PBM berhak menangguhkan mesyuarat pada hari tersebut dan membenarkan Agensi menghubungi perunding untuk mendapatkan maklumat yang diperlukan;

(m) Memastikan JPP/Agensi mengemukakan perakuan menggunakan format perakuan yang telah ditetapkan. Format yang ditetapkan mengandungi maklumat dan dokumen sokongan yang diperlukan bertujuan membantu PBM membuat keputusan;

(n) Memastikan urus setia PBM menyediakan kertas keputusan PBM

dengan menggunakan format keputusan yang telah ditetapkan. Format tersebut telah ditetapkan untuk memudahkan audit atau siasatan dilaksanakan; dan

(o) Mengarahkan agar Agensi melaksanakan semula proses perolehan perkhidmatan perunding jika didapati terdapat sebarang ketidakpatuhan ke atas prinsip atau peraturan yang sedang berkuat kuasa.

(ii) **Tanggungjawab tambahan PBM**

(a) Mempertimbang dan meluluskan pelanjutan tempoh perjanjian perkhidmatan perunding dan/atau tambahan kos perunding tertakluk kepada syarat berikut (AP201.1 adalah dikecualikan):

(1) tambahan kos sehingga maksimum 100% (tertakluk kepada tidak melebihi kepada nilai ambang) daripada kos asal perunding yang telah diluluskan oleh LP Agensi atau MOF disebabkan oleh perubahan skop asal**;**

(2) tambahan kos tanpa had nilai yang disebabkan *Variation Order* (VO) dan *Extension Of Time* (EOT) dalam kontrak dengan pihak kontraktor. Walau bagaimanapun, Agensi hendaklah memastikan pertimbangan dan kelulusan yang dibuat hendaklah selaras dengan syarat-syarat yang ditetapkan dalam PK2.3;

(3) Semua pertimbangan hendaklah dibuat semasa perjanjian perunding masih berkuat kuasa; dan

(4) Sekiranya Agensi mengemukakan pelanjutan tempoh kontrak dan/atau permohonan tambahan kos kepada LP Agensi setelah perjanjian perunding tamat, Pegawai Pengawal diberi penurunan kuasa <u>tanpa had nilai</u> untuk mempertimbangkan permohonan tersebut dan bertanggungjawab sepenuhnya ke atas sebarang keputusan yang dibuat. Pegawai Pengawal mempunyai kuasa untuk mempertimbangkan permohonan tersebut dan menentukan kaedah-kaedah bayaran seperti kaedah bayaran melalui Arahan Perbendaharaan (AP59) atau lain-lain terutamanya bagi kerja-kerja yang telah dilaksanakan oleh perunding dalam tempoh perjanjian telah tamat dan tanpa sebarang kelulusan pelanjutan oleh PBM diperolehi terlebih dahulu. Amaran juga hendaklah dikeluarkan kepada Agensi

atau pegawai Kerajaan yang terlibat bagi memastikan perkara yang sama tidak berulang lagi dalam projek/kajian Kerajaan yang lain. Keputusan yang dibuat hendaklah juga disalinkan kepada PBM yang asal sebagai makluman.

(5) Mempertimbang dan meluluskan permohonan bayaran *abortive fees* perunding bagi Surat Setuju Terima (SST)/perjanjian perunding yang telah ditandatangani melalui perakuan JPP. Manakala bagi permohonan bayaran *abortive fees* perunding yang tiada SST hendaklah dikemukakan untuk pertimbangan dan keputusan MOF melalui perakuan JPP dan LP Agensi.

6. Kaedah Perolehan Perunding

6.1. Sebelum Agensi melaksanakan sesuatu projek/kajian Kerajaan, Agensi hendaklah menentukan terlebih dahulu keperluan projek/kajian tersebut serta bidang dan skop perkhidmatan firma perunding yang diperlukan dengan mengambil kira keupayaan Agensi iaitu dari segi kepakaran dan pengetahuan kakitangan Agensi sedia ada.

6.2. Sebelum melaksanakan proses pemilihan firma perunding, Agensi hendaklah mendapatkan persetujuan daripada Pegawai Pengawal ke atas keperluan penggunaan perkhidmatan perunding bagi melaksanakan sesuatu projek/kajian.

6.3. Pemilihan Firma perunding hendaklah dilaksanakan dengan menggunakan tiga kaedah berikut:

(i) Lantikan Terus Berserta Kos Siling;
(ii) Tender Terbuka; atau
(iii) Tender Terbuka Pra Kelayakan.

6.4. Had nilai kaedah perolehan perunding adalah seperti berikut:

Kaedah Perolehan	Had Nilai
Lantikan Terus Berserta Kos Siling (LTBKS)	(a) Kos kerja ukur sehingga RM500 ribu; (b) Kos kajian sehingga RM500 ribu; (c) Kos projek pembangunan fizikal sehingga RM50 juta.

Kaedah Perolehan	Had Nilai
Tender Terbuka/ Tender Terbuka Pra Kelayakan	(a) Kos kerja ukur melebihi RM500 ribu; (b) Kos kajian melebihi RM500 ribu; (c) Kos projek pembangunan fizikal melebihi RM50 juta.
Rundingan Terus	(a) Kos kerja ukur melebihi RM500 ribu; (b) Kos kajian melebihi RM500 ribu; (c) Kos projek pembangunan fizikal melebihi RM50 juta; (d) Tertakluk kepada syarat dan kriteria serta perlu mendapat kelulusan Kementerian Kewangan bagi kaedah perolehan ini.

6.5. Ringkasan kaedah perolehan perunding adalah seperti di **Lampiran C**.

6.6. **Penentuan Kaedah Perolehan Perkhidmatan Perunding Yang Bersesuaian**

(i) Bagi melaksanakan perolehan perkhidmatan perunding untuk projek/kajian Kerajaan, Agensi hendaklah mematuhi kaedah perolehan perunding sepertimana yang ditetapkan.

(ii) Perolehan perunding selain daripada kaedah yang ditetapkan adalah tidak dibenarkan melainkan mendapat kebenaran daripada MOF (e.g.: perolehan melalui pertandingan perunding).

(iii) Bagi perolehan perkhidmatan perunding yang telah ditetapkan untuk dilaksanakan secara Lantikan Terus Berserta Kos Siling, Agensi adalah digalakkan untuk melaksanakan perolehan tersebut melalui kaedah tender terbuka.

(iv) Kaedah pemilihan perunding yang dijelaskan di dalam Pekeliling ini telah dirangka dan ditetapkan bertujuan mencapai objektif seperti berikut:

(a) **Pemilihan yang adil dan saksama**

(1) Sebaik sahaja Agensi menetapkan kaedah perolehan perunding dan menentukan kriteria/sub kriteria penilaian firma perunding seperti nilai wajaran, pemarkahan dan penanda aras markah lulus (*benchmarking*) bagi penilaian teknikal dan kos, Agensi hendaklah memastikan penilaian dilaksanakan

berdasarkan kriteria/sub kriteria/ wajaran/ permarkahan/ *benchmarking* yang telah ditentukan tersebut.

(2) Arahan dan syarat di dalam Dokumen Pelawaan hendaklah jelas agar firma perunding dapat memahami keperluan projek/kajian dengan tepat.

(3) Semasa penyediaan Cadangan Teknikal dan Cadangan Kos, firma perunding boleh mengemukakan pertanyaan secara bertulis kepada Agensi berhubung arahan/syarat yang terkandung dalam Dokumen Pelawaan sekiranya tidak memahaminya.

(4) Sebarang maklum balas daripada Agensi bagi mana- mana pertanyaan yang dikemukakan oleh firma berhubung arahan/syarat yang terkandung dalam Dokumen Pelawaan hendaklah diedarkan kepada semua firma perunding yang menyertai sesuatu pelawaan atau telah disenarai pendek.

(b) **Telus**

(1) Proses pemilihan yang telus akan meningkatkan kualiti persaingan dengan cara mewujudkan elemen kepercayaan di kalangan Agensi dan Firma Perunding. Ini boleh mengelakkan tanggapan/persepsi yang kurang baik oleh firma selain boleh meminimakan aduan atau tuduhan yang diterima oleh Kerajaan.

(2) Proses penilaian yang telus secara tidak langsung dapat menolak kemungkinan penggunaan budi bicara dan ketidakadilan dalam proses pemilihan firma perunding.

(c) **Kerahsiaan Maklumat**

(1) Faktor kerahsiaan maklumat dalam proses pemilihan firma perunding adalah amat penting bagi menjamin integriti proses tersebut.

(2) Agensi adalah tidak dibenarkan memberi sebarang maklumat sulit kepada mana-mana firma dengan tujuan memberi kelebihan kepada firma tersebut. Sebarang perkongsian maklumat hendaklah dibuat secara edaran kepada semua firma perunding yang menyertai sesuatu pelawaan atau telah

disenarai pendek.

(3) Agensi juga tidak dibenarkan mendedahkan proses penilaian atau sebarang perakuan oleh JPP kepada firma perunding atau pihak luar/kakitangan Agensi yang tidak terlibat dalam proses pemilihan tersebut.

7. Jawatankuasa Penilaian Perunding

Bagi mendapatkan perkhidmatan perunding untuk melaksanakan sesuatu projek/kajian Kerajaan, Agensi Pelaksana hendaklah terlebih dahulu menubuhkan Jawatankuasa Penilaian Perunding (JPP) sama ada bagi Projek Pembangunan Fizikal/Kajian Fizikal atau JPP bagi Kajian Bukan Fizikal.

7.1. **Keahlian JPP Bagi Projek <u>Pembangunan Fizikal/ Kajian Fizikal</u> adalah seperti berikut:**

(i) Pengerusi: Ketua Agensi Pelaksana/Wakil

(ii) Sekurang-kurangnya 3 orang ahli merangkumi ketiga-tiga kategori berikut:

(a) Seorang pegawai dalam Kumpulan Skim Perkhidmatan ‘J’ daripada Jabatan Teknik/Bukan Teknik/Unit Teknikal Agensi;

(b) Seorang pegawai yang berkelayakan daripada Agensi Pelaksana/Agensi lain; dan

(c) Seorang pegawai daripada Bahagian yang menguruskan perolehan perkhidmatan perunding.

(iii) Ahli hendaklah terdiri daripada pegawai yang berkelayakan akademik sekurang-kurangnya diploma dan ke atas.

(iv) Kuorum mesyuarat hendaklah terdiri daripada <u>4 atau lebih pegawai</u> seperti berikut:

(a) Pengerusi; dan

(b) Sekurang-kurangnya seorang ahli daripada setiap kategori yang dinyatakan di perenggan 7.1.

7.2. **Keahlian JPP Bagi <u>Kajian Bukan Fizikal</u> adalah seperti berikut:**

(i) Pengerusi: Ketua Agensi Pelaksana/Wakil

(ii) Sekurang-kurangnya 2 orang ahli merangkumi kedua-dua kategori berikut:
(a) Seorang atau lebih pegawai yang berkelayakan daripada Agensi Pelaksana/Agensi lain; dan
(b) Seorang atau lebih pegawai Agensi daripada Bahagian yang menguruskan perolehan perkhidmatan perunding Kerajaan.

(iii) Ahli hendaklah terdiri daripada pegawai yang berkelayakan akademik sekurang-kurangnya diploma dan ke atas.

(iv) Kuorum mesyuarat hendaklah terdiri daripada <u>3 atau lebih pegawai</u> seperti berikut :

(a) Pengerusi;

(b) Sekurang-kurangnya seorang ahli daripada setiap kategori yang dinyatakan di para 7.2;

(c) Bagi kajian/pembangunan ICT, kuorum mesyuarat adalah 4 atau lebih kerana kehadiran wakil Jabatan Digital Negara daripada Skim Perkhidmatan ‘F’ sebagai salah seorang ahli JPP adalah mandatori.

(v) Agensi dibenar melantik ahli sektor swasta untuk menganggotai JPP sekiranya terdapat keperluan dari segi kepakaran teknikal dan pengalaman yang tidak terdapat dalam kalangan pegawai Kerajaan tertakluk kepada syarat berikut:

(a) Agensi hendaklah mengeluarkan surat lantikan secara rasmi kepada individu tersebut sama ada berperanan sebagai ahli tetap/ganti dan beliau hendaklah menyatakan persetujuannya untuk menganggotai jawatankuasa tersebut;

(b) Individu tersebut boleh diberi kemudahan elaun mesyuarat dan imbuhan balik di mana kadar elaun mesyuarat dan imbuhan balik tersebut ditentukan oleh Pegawai Pengawal masing-masing mengikut kepakaran dan kelayakan akademik tertakluk Agensi mempunyai peruntukan sedia ada yang mencukupi; dan

(c) Firma yang diwakili oleh individu tersebut tidak dibenarkan mengambil bahagian atau terlibat di dalam perolehan perunding bagi

projek pembangunan fizikal atau kajian yang dibincangkan di dalam JPP tersebut untuk mengelakkan percanggahan kepentingan (*conflict of interest)*.

(vi) Keahlian JPP sama ada dari kalangan sektor awam atau swasta boleh terdiri daripada pegawai yang berkelayakan akademik sekurang-kurangnya diploma dan ke atas. Memandangkan JPP merupakan penasihat teknikal dalaman kepada Agensi dan PBM, ahli yang dilantik hendaklah mempunyai pengalaman/kepakaran/pengetahuan yang tinggi dalam bidang yang diperlukan.

(vii) Cadangan keahlian JPP hendaklah mendapat kelulusan bertulis daripada Pegawai Pengawal/Pegawai Yang Diturunkan Kuasa/Ketua Agensi.

(viii) Penubuhan JPP boleh dilaksanakan sama ada secara tetap ataupun secara *ad hoc* tertakluk kepada kelulusan Pegawai Pengawal/ Pegawai Yang Diturunkan Kuasa/Ketua Agensi mengikut keperluan dan kapasiti Agensi. Bagi Agensi yang mempunyai bilangan projek/kajian yang melibatkan pelbagai bidang perkhidmatan perunding, Agensi adalah digalakkan untuk menubuhkan JPP secara *ad hoc* bagi membantu mempercepatkan proses perolehan perkhidmatan perunding Agensi berkenaan.

(ix) Agensi dibenarkan untuk menubuhkan Jawatankuasa Kecil JPP[1] (JKPP) sekiranya memerlukan bantuan di dalam melaksanakan penilaian perolehan perkhidmatan perunding. Walau bagaimanapun, Agensi hendaklah memastikan bahawa Jawatankuasa Kecil tersebut hendaklah membentangkan perakuan penilaian teknikal kepada JPP Induk terlebih dahulu untuk dimuktamadkan sebelum penilaian kos dibuat. Keanggotaan adalah merujuk kepada perenggan 7.1 atau 7.2 di atas dengan dipengerusikan oleh wakil Agensi Pelaksana yang gred jawatannya lebih rendah daripada Pengerusi JPP Induk.

(x) Agensi Pelaksana hendaklah menjadi urus setia JPP. Pegawai Pengawal/Pegawai Yang Diturunkan Kuasa/Ketua Agensi hendaklah memastikan peranan urus setia JPP dilaksanakan oleh Bahagian/Unit yang bertanggungjawab mengendalikan projek/kajian berkenaan.

7.3. **Tugas & Tanggungjawab JPP**

(i) **Tugas dan tanggungjawab JPP adalah seperti berikut:**

(a) Mempertimbangkan Terma Rujukan (TOR) yang telah disediakan oleh Agensi dengan memastikan ianya adalah jelas dan bersesuaian dengan keperluan projek/kajian;

(b) Mempertimbangkan perincian anggaran kos perkhidmatan perunding yang telah disediakan oleh Agensi;

(c) Menyemak dan menilai cadangan teknikal dan cadangan kos perunding serta membuat rundingan dengan firma bagi memuktamadkan kos perkhidmatan perunding bagi perolehan yang dilaksanakan secara Lantikan Terus Berserta Kos Siling tertakluk kos yang dirundingkan hendaklah tidak melebihi kos siling yang telah diluluskan oleh PBM;

(d) Membuat pelarasan semula kos perkhidmatan perunding *(rationalize)* terhad bagi kesilapan aritmetik dan kos imbuhan balik sahaja;

(e) Memperakukan firma perunding yang disenarai pendek untuk pertimbangan dan kelulusan PBM;

(f) Menetapkan kriteria dan sub kriteria penilaian bagi penilaian teknikal dan penilaian kos sebelum tender diiklankan. **JPP tidak dibenarkan untuk meminda kriteria atau sub kriteria atau skema pemarkahan setelah tender diiklankan**;

(g) Menetapkan markah lulus/*benchmark* bagi penilaian teknikal serta wajaran bagi Cadangan Teknikal dan Cadangan Kos untuk penilaian keseluruhan sebelum dokumen pelawaan disediakan. **JPP tidak dibenarkan untuk meminda markah lulus setelah tender diiklankan.** Oleh itu, JPP hendaklah memastikan markah lulus penilaian teknikal yang ditetapkan hendaklah munasabah. Sekiranya, semua petender gagal memenuhi markah lulus yang ditetapkan, perolehan hendaklah ditender semula secara tender terbuka.

(h) Membuat penilaian teknikal dan penilaian kos secara bermesyuarat dan setiap ahli hendaklah menilai kesemua cadangan yang diedarkan secara individu;

(i) Membuat penilaian ke atas cadangan teknikal dan cadangan kos yang dikemukakan oleh perunding berdasarkan kepada kriteria dan wajaran yang telah ditetapkan;

(j) Menandatangani Surat Akuan Ahli/Pengerusi JPP sebelum memulakan sebarang penilaian;

(k) Membuat rumusan penilaian dengan menyusun firma mengikut kedudukan markah tertinggi bagi penilaian keseluruhan;

(l) Membuat penentuan sekiranya terdapat cadangan perunding yang mempunyai markah penilaian teknikal yang sama (markah seri) dengan melihat kepada markah yang telah diberikan ke atas kriteria kakitangan dan metodologi firma-firma berkenaan dan memilih firma yang mempunyai markah tertinggi dalam kedua-dua kriteria tersebut;

(m) Menyemak dan memperakukan semua permohonan pelantikan perunding termasuk permohonan kos perunding/ kos tambahan/pelanjutan tempoh kontrak sebelum dibawa untuk pertimbangan dan kelulusan di peringkat PBM;

(n) Bertanggungjawab sepenuhnya ke atas semakan dan perakuan yang dikemukakan kepada PBM; dan

(o) Menandatangani Surat Akuan Selesai Tugas Jawatankuasa Berkaitan Perolehan Perkhidmatan Perunding.

(ii) **Tugas dan tanggungjawab Urusetia JPP adalah seperti berikut:**

(a) Memastikan semua permohonan pelantikan perunding termasuk permohonan kos perunding atau kos tambahan untuk pertimbangan dan kelulusan PBM, hendaklah disemak dan diperakukan oleh JPP terlebih dahulu. Bagi permohonan untuk pertimbangan dan kelulusan oleh MOF pula, permohonan tersebut hendaklah disemak oleh JPP dan diperakukan oleh LP Agensi terlebih dahulu sebelum dikemukakan ke MOF;

(b) Mengatur mesyuarat bagi tujuan penilaian ke atas Cadangan Teknikal dan Cadangan Kos yang telah dikemukakan oleh Agensi;

(c) Menandatangani Surat Akuan Urusetia Bagi JPP sebelum memulakan sebarang tugas;

(d) Menyemak Cadangan Teknikal dan Cadangan Kos dan dokumen

yang disertakan adalah lengkap;

(e) Mengedarkan Surat Akuan Ahli/Pengerusi Bagi JPP terlebih dahulu kepada ahli JPP untuk ditandatangani sebelum sebarang penilaian boleh dibuat;

(f) Memastikan cadangan teknikal perunding diedarkan kepada ahli JPP untuk penilaian sebelum cadangan kos diedarkan;

(g) Mengedarkan cadangan kos perunding yang lulus penilaian teknikal sahaja;

(h) Menyediakan kertas perakuan untuk pertimbangan PBM dengan menggunakan format yang telah ditetapkan; dan

(i) Menandatangani Surat Akuan Selesai Tugas Jawatankuasa Berkaitan Perolehan Perkhidmatan Perunding.

8. Terma Rujukan Perunding

8.1. Kepentingan Terma Rujukan

(i) Terma Rujukan (*Terms of Reference* - TOR) adalah kandungan utama yang diperlukan di dalam Dokumen Pelawaan.

(ii) TOR yang jelas dan lengkap adalah penting untuk memastikan perunding dapat memahami keperluan projek/kajian yang ingin dilaksanakan dan seterusnya memastikan kelancaran sesuatu projek/kajian. Penyediaan TOR yang baik dapat mengurangkan risiko kelewatan pelaksanaan projek/kajian, tambahan kos atau salah tafsiran ke atas kehendak sebenar Agensi. Selain itu, ia juga akan membantu Agensi dalam membuat anggaran kos perkhidmatan perunding dengan lebih tepat.

(iii) Agensi bertanggungjawab dalam menyediakan TOR bagi sesuatu projek/kajian yang ingin dilaksanakan. Penyediaan TOR sebaik- baiknya disediakan secara berpasukan, di mana pasukan tersebut terdiri daripada pegawai yang berpengetahuan dalam projek/kajian tersebut.

(iv) **Agensi bertanggungjawab memastikan TOR yang disediakan hendaklah disemak dan diluluskan oleh JPP terlebih dahulu sebelum sebarang proses perolehan dilaksanakan.**

8.2. **Rangka Terma Rujukan**

(i) TOR hendaklah mengandungi sekurang-kurangnya perkara-perkara berikut:
   (a) Latar belakang projek/kajian;
   (b) Objektif pelantikan perunding;
   (c) Skop perkhidmatan perunding;
   (d) Tempoh perkhidmatan perunding;
   (e) Kaedah penetapan kos perkhidmatan perunding;
   (f) *Deliverables* (*output* yang dihasilkan);
   (g) Maklumat yang boleh disediakan oleh Kerajaan kepada Perunding;
   (h) Ringkasan projek (bagi projek pembangunan fizikal); dan
   (i) Perkara-perkara lain yang berkaitan (contoh: Denda, LAD, penalti dan sebagainya)

(ii) **TOR Pra Kelayakan** hendaklah mengandungi sekurang-kurangnya perkara-perkara berikut:

   (a) Latar belakang projek/kajian;
   (b) Objektif pelantikan perunding; dan
   (c) Skop perkhidmatan perunding.

8.3. **Latar Belakang Projek/Kajian**

Latar belakang projek/kajian hendaklah mengandungi sekurang-kurangnya perkara-perkara berikut:

(i) Nama Projek/Kajian;
(ii) Objektif Projek/Kajian;
(iii) Lokasi Projek/Kajian;
(iv) Kos siling Projek/Kajian;
(v) Justifikasi Projek/Kajian;
(vi) Sejarah Projek/Kajian (apa yang telah dilakukan setakat ini dan oleh siapa) (jika berkaitan);
(vii) Senarai Projek/Kajian yang berkaitan dan maklumat asas;
(viii) Justifikasi keperluan perkhidmatan perunding dalam Projek/Kajian;
(ix) Tempoh pelaksanaan Projek/Kajian; dan
(x) Sumber pembiayaan.

8.4. **Objektif Pelantikan**

TOR perlu menjelaskan dengan tepat objektif/tujuan dan hasil yang diharapkan daripada perunding adalah seperti berikut:

(i) Penyediaan program pembangunan;
(ii) Penyediaan reka bentuk projek;
(iii) Penyediaan dokumen dan lukisan tawaran;
(iv) Pengurusan projek dan penyeliaan pembinaan;
(v) Mengadakan Program Pembangunan Kapasiti/Latihan;
(vi) Peningkatan keupayaan dan latihan kakitangan;
(vii) Pengumpulan dan analisis data; dan
(viii) Perkara-perkara yang berkaitan berdasarkan keperluan projek/kajian.

8.5. **Skop Perkhidmatan Perunding**

(i) Bidang perkhidmatan perunding yang diperlukan.

(ii) Menjelaskan semua aktiviti utama yang akan dilaksanakan oleh perunding serta *output* yang dikehendaki.

(iii) Perunding bertanggungjawab mencadangkan pendekatan dan metodologi bagi menghasilkan *output* termasuk carta organisasi pasukan projek/kajian, peranan dan tanggungjawab setiap ahli pasukan serta jadual pelaksanaan projek/kajian.

(iv) Bagi projek pembangunan fizikal, skop perkhidmatan perunding hendaklah dikaitkan dengan keperluan Brif Projek.

8.6. **Tempoh Perkhidmatan Perunding**

(i) Penetapan tempoh perkhidmatan perunding adalah berdasarkan jadual pelaksanaan projek pembangunan fizikal/kajian yang disediakan tertakluk kepada skop dan bidang perkhidmatan yang berkaitan.

(ii) Panduan kepada Agensi untuk menentukan tempoh perkhidmatan perunding adalah seperti berikut:

(a) Projek Pembangunan Fizikal - bermula daripada pelantikan hingga tamat tempoh kecacatan/penutupan akaun projek bergantung pada keperluan Agensi;
(b) Kajian – bermula daripada pelantikan sehingga laporan akhir diterima dan dipersetujui oleh Agensi; dan
(c) Kerja Ukur – bermula daripada pelantikan sehingga pelan ukur (*survey plan*) siap dan dipersetujui oleh Agensi.

8.7. **Kaedah Penetapan Kos Perkhidmatan Perunding**
Penetapan kos perkhidmatan perunding bagi projek/kajian Kerajaan hendaklah menggunapakai kaedah seperti di PK3.2.

8.8. ***Deliverables* (*Output* yang dihasilkan)**

Deliverables yang perlu disediakan oleh perunding adalah seperti berikut:

(i) Laporan *Inception*/Konsep/Awalan;
(ii) Laporan Kemajuan Bulanan/Interim;
(iii) Laporan Akhir;
(iv) Laporan Kebenaran Merancang (bagi tujuan kelulusan perancangan Pihak Berkuasa Tempatan – *planning permission*);
(v) Laporan Cadangan Pembangunan (bagi tujuan kelulusan pembangunan Pihak Berkuasa Tempatan – *development order*);
(vi) Laporan Kriteria Reka bentuk;
(vii) Laporan Pengiraan Reka Bentuk;
(viii) Laporan Akaun Muktamad Projek;
(ix) Laporan Jaminan dan Kawalan Kualiti *(QAQC Report);*
(x) Dokumen tawaran;
(xi) Lukisan-lukisan tawaran;
(xii) Lukisan-lukisan pembinaan;
(xiii) Lukisan-lukisan *As-Built*;
(xiv) Laporan Pembaikan Kecacatan; dan
(xv) Lain-lain *output* yang bersesuaian mengikut keperluan projek/kajian.

8.9. **Maklumat yang boleh disediakan oleh Agensi kepada Perunding**

(i) Agensi boleh menyediakan data atau maklumat berkaitan bagi membantu perunding memahami keperluan projek/kajian dengan lebih baik.

(ii) Agensi hendaklah mengingatkan perunding untuk menjaga, mengawas dan mengawal semua rahsia Kerajaan selaras dengan Akta Rahsia Rasmi 1972 (Akta 88).

8.10. **Brif Projek (Bagi Projek Pembangunan Fizikal)**

(i) Brif projek adalah untuk mendokumen dan memperjelaskan kepada Agensi Pelaksana dan perunding segala keperluan sesuatu pembangunan daripada perspektif pengguna.

(ii) Brif projek sewajarnya menjelaskan keperluan terperinci projek termasuk hubung kait aktiviti-aktiviti antara satu sama lain, tatacara operasi dan penyelenggaraan kemudahan/bangunan tersebut. Brif projek hendaklah

sekurang-kurangnya mengandungi maklumat-maklumat berikut:

(a) Aktiviti yang hendak dilakukan;
(b) Bilangan pengguna yang terlibat dalam aktiviti tersebut;
(c) Perkakas dan peralatan yang digunakan;
(d) *Performance Specification*;
(e) Keperluan kejuruteraan yang diperlukan; dan
(f) Lain-lain yang bersesuaian.

9. Pelantikan *Lead Consultant (LC)* Bagi Projek Pembangunan Fizikal Kerajaan

9.1. Agensi adalah dibenar melantik *Lead Consultant* bagi projek pembangunan fizikal dimana Agensi hanya perlu melantik satu firma perunding dari satu bidang sebagai *Lead Consultant* dan *Lead Consultant* pula melantik firma perunding dari bidang-bidang lain sebagai *Associate Consultants* bagi melaksanakan projek. Kebenaran ini adalah tertakluk kepada syarat-syarat berikut:

(i) Kos projek pembangunan fizikal sehingga RM10 Juta adalah digalakkan untuk pelaksanaan secara LC. Walau bagaimanapun, PK3.11 juga telah membenarkan pelantikan LC bagi kos projek pembangunan fizikal melebihi RM10 juta dan menggariskan mekanisme pelaksanaan perolehan LC sebagai alternatif kepada kaedah perolehan perunding sedia ada;

(ii) Agensi menandatangani perjanjian dengan *Lead Consultant*;

(iii) *Associate Consultants* yang dipilih oleh *Lead Consultant* hendaklah berdaftar dengan MOF dan hendaklah dipersetujui oleh Agensi terlebih dahulu;

(iv) Bayaran bagi *Associate Consultants* hendaklah dibuat melalui *Lead Consultant* bagi projek fizikal yang bernilai sehingga RM10 juta;

(v) *Lead Consultant* hendaklah menandatangani perjanjian dengan semua *Associate Consultants* dan salinan perjanjian dikemukakan ke Agensi sebagai rekod;

(vi) *Lead Consultant* bertanggungjawab sepenuhnya terhadap skop perkhidmatan perunding yang lain di bawahnya meliputi tindakan kecuaian, salah laku dan sebagainya oleh kakitangan *Associate Consultants*; dan

(vii) Kelulusan pelantikan perunding hendaklah dibawa untuk pertimbangan PBM mengikut had kuasa melulus seperti di perenggan 6.

(viii) Peraturan bagi pelantikan secara LC perlu dirujuk kepada PK3.11 secara keseluruhan.

10. Pelantikan Perunding Individu

10.1. **Syarat Pelantikan Perunding Individu/Pegawai Kerajaan**

(i) Perunding individu lazimnya ditakrifkan seperti berikut:

(a) Individu yang sedang berkhidmat dengan suatu firma dan/atau individu yang memberikan perkhidmatan secara *freelance;*

(b) Pegawai Kerajaan yang telah bersara dari perkhidmatan; atau

(c) Tenaga pengajar universiti (IPTA/IPTS) yang masih berkhidmat.

(ii) Pelantikan perunding secara individu tidak digalakkan, walau bagaimanapun adalah dibenarkan tertakluk kepada syarat-syarat berikut:

(a) Hanya bagi Kajian Kerajaan atau yang memerlukan khidmat nasihat kepakaran individu tersebut bagi **pelaksanaan kajian berkenaan sahaja**;

(b) Kajian yang memerlukan kepakaran khusus yang tidak ditawarkan oleh firma sedia ada;

(c) Tempoh perkhidmatan perunding tidak melebihi 1 tahun;

(d) Kos perkhidmatan tidak melebihi RM500 ribu;

(e) Boleh melebihi dari seorang perunding individu tertakluk jumlah kos perkhidmatan semua perunding individu tersebut tidak melebihi RM500 ribu dan tidak melebihi tempoh 1 tahun;

(f) Kaedah bayaran adalah secara Input Masa di mana pengiraan yuran dan imbuhan balik hendaklah berdasarkan PK3.2;

(g) Kriteria pemilihan perunding individu tersebut boleh ditetapkan sendiri oleh JPP mengikut kesesuaian projek;

(h) Faktor Pengganda bagi perunding individu tempatan adalah maksimum 1.6 dan perunding individu asing adalah maksimum 1.0;

(i) Pelantikan dan kos perunding individu hendaklah mendapat kelulusan PBM;

(j) SST hendaklah dikeluarkan kepada perunding individu tersebut sebelum sebarang arahan memulakan kerja dikeluarkan; dan

(k) Perjanjian dengan perunding individu tersebut boleh disediakan menggunapakai format perjanjian piawai seperti di PK3.8 dan ditandatangani sebelum sebarang bayaran boleh dibuat.

(iii) Perunding Individu diberi pengecualian daripada berdaftar dengan MOF.

11. Pelantikan Perunding Asing bagi perolehan yang tidak tertakluk kepada FTA

11.1. Perkhidmatan Perunding Asing

(i) Perunding Asing di dalam perolehan perkhidmatan perunding Kerajaan yang tidak tertakluk kepada FTA boleh ditakrifkan seperti berikut:

(a) Firma di luar Negara yang dilantik secara penyumberluaran (*outsourcing*) oleh firma tempatan/dilantik terus oleh Agensi;

(b) Individu Asing yang bekerja dengan firma di luar Negara yang dilantik secara penyumberluaran (*outsourcing*) oleh firma tempatan/dilantik terus oleh Agensi;

(c) Individu Asing yang bekerja dengan firma tempatan yang dilantik secara penyumberluaran (*outsourcing*) oleh firma tempatan/dilantik terus oleh Agensi; dan

(d) Individu Asing berkepakaran khusus yang bekerja dengan firma tempatan yang berada dalam pasukan projek/kajian oleh firma tempatan.

(ii) Firma Asing yang berdaftar dengan Suruhanjaya Syarikat Malaysia (SSM) adalah diklasifikasikan sebagai firma perunding tempatan.

(iii) Perunding tempatan hendaklah dilantik bagi tujuan peningkatan keupayaan (*capacity building*), kawalan ke atas aliran keluar mata wang dan dasar keselamatan negara kecuali tiada perunding yang berkepakaran bagi projek/ kajian spesifik yang perlu dilaksanakan oleh Agensi.

11.2. **Proses Pelantikan Perunding Asing**

(i) Maklumat awal yang perlu dikemukakan kepada Pegawai Pengawal hendaklah sekurang-kurangnya mengandungi perkara berikut:

(a) Nama projek/ kajian;
(b) Anggaran kos projek/ kos kajian;
(c) Latar belakang projek/ kajian; dan
(d) Justifikasi keperluan penglibatan perunding asing (sama ada firma asing, perunding individu atau personel/ perunding asing berkepakaran spesifik di dalam pasukan projek/ kajian oleh firma tempatan)

(ii) Semua permohonan mengenai perolehan perunding asing hendaklah diperakukan oleh JPP kepada PBM untuk pertimbangan dan kelulusan.

(iii) Bagi permohonan pelantikan perunding asing yang perlu dibawa ke MOF, Agensi hendaklah mendapatkan perakuan LP Agensi sebelum dimuktamadkan di MOF.

(iv) Permohonan perolehan perunding asing yang dikemukakan ke PBM hendaklah sekurang-kurangnya mengandungi maklumat berikut:

(a) Nama projek/kajian;
(b) Kos projek/kajian;
(c) Nama firma tempatan (hanya terpakai jika melibatkan kakitangan asing dalam pasukan projek yang dicadangkan oleh firma tempatan);
(d) Nama firma asing/kakitangan asing/perunding individu asing;
(e) Latar belakang perunding asing; dan
(f) Kos perunding termasuk butiran yuran/gaji perunding dan imbuhan balik yang ditawarkan oleh firma asing/kakitangan asing/perunding individu asing yang terlibat bagi pelaksanaan projek/kajian Kerajaan.

11.3. Bagi semua perolehan yang melibatkan perkhidmatan perunding asing sama ada tertakluk atau tidak tertakluk kepada FTA, Agensi hendaklah melaksanakan perkara-perkara berikut:

(i) Mengenakan Cukai Pegangan *(Withholding Tax)* perkhidmatan individu/firma asing selaras dengan Akta Cukai Pendapatan 1967. Kadar semasa Cukai Pegangan adalah tertakluk kepada kadar semasa yang diluluskan Kerajaan;

(ii) Memastikan perunding individu asing dalam bidang arkitek, kejuruteraan dan ukur bahan berdaftar dengan Lembaga/Badan Profesional di negara

masing-masing;

(iii) Memastikan perunding individu asing dalam bidang arkitek, kejuruteraan dan ukur bahan turut berdaftar secara sementara dengan Lembaga/Badan profesional di Malaysia selaras dengan Akta Lembaga Profesional masing-masing; dan

(iv) Memastikan terdapat program *Transfer of Technology/Knowledge* kepada kakitangan Agensi (sekiranya berkaitan).

11.4. **Kaedah Bayaran Perunding Asing bagi perolehan yang tidak tertakluk kepada FTA.**

Pengiraan yuran Input Masa bagi perunding asing adalah secara *charge rate*. Sebagai panduan, Agensi boleh menggunakan format di **Lampiran D** atau format lain yang bersesuaian.

11.5. **Dasar Penggunaan Mata Wang**

Tawaran harga daripada perunding asing hendaklah dalam Ringgit Malaysia.

11.6. **Perolehan Perunding Oleh Agensi Kerajaan Di Luar Negara**

Bagi perolehan perkhidmatan perunding yang dilaksanakan oleh Agensi/ Jabatan Kerajaan di luar negara, peraturan ini adalah tidak terpakai.

12. Penggunaan Sistem Maklumat Bersepadu Perolehan Kerajaan (MyGPIS)

12.1. Agensi hendaklah memastikan perkara berikut dilaksanakan melalui Sistem MyGPIS:

(i) **<u>Membuat carian perunding</u>**

(a) Agensi hendaklah memastikan carian dibuat melalui Laporan Senarai Firma Perunding dan/atau Laporan Perolehan Syarikat Perunding dalam MyGPIS.

(b) Kedua-dua laporan ini memaparkan maklumat firma perunding yang berdaftar dengan MOF sebagai rujukan dan membantu pengguna dalam membuat penggiliran lantikan.

(c) Laporan Senarai Firma Perunding akan memaparkan senarai firma mengikut tapisan yang dipilih oleh pengguna dengan maklumat lantikan dalam tempoh tiga (3) tahun terkini serta purata prestasi

firma untuk membantu Agensi dalam membuat pemilihan perunding.

(d) Laporan Perolehan Syarikat pula akan memaparkan keseluruhan perolehan yang pernah dilaksanakan oleh syarikat tersebut termasuk prestasi perunding dan kategori perunding.

(e) Profail terperinci bagi sesebuah firma perunding melibatkan maklumat kakitangan hendaklah dijana melalui Sistem ePerolehan memandangkan MyGPIS tidak memaparkan maklumat tersebut.

(ii) **Merekod Lantikan Perunding**

(a) Agensi hendaklah memastikan sebaik sahaja SST ditandatangan balas oleh perunding, maklumat lantikan tersebut direkodkan dalam MyGPIS tidak lewat daripada lima (5) hari bekerja dari tarikh SST tersebut ditandatangan balas oleh perunding.

(b) Agensi bertanggungjawab untuk merekodkan maklumat lantikan perunding sama ada bagi perunding LC, SC dan perunding *Non LC/SC* sama ada bagi projek konvensional mahupun projek reka dan bina.

(c) Sebarang perubahan maklumat lantikan hendaklah dikemaskini dengan segera iaitu tidak lewat daripada lima (5) hari bekerja selepas perubahan berlaku.

(iii) **Merekod Penilaian Prestasi Perunding**

Agensi hendaklah memastikan penilaian prestasi dibuat ke atas perunding LC, SC dan *Non LC/SC* bagi setiap kemajuan kerja untuk sesebuah projek fizikal/kajian sebelum kemajuan bayaran dibuat. Tatacara penilaian prestasi adalah sebagaimana ditetapkan dalam PK3.9.

(iv) **Membuat Bayaran Kemajuan Kerja Perunding**

Bagi memastikan Agensi secara konsisten melaksanakan tindakan merekod lantikan dan penilaian prestasi perunding untuk mengelakkan maklumat perunding yang tidak tepat digunakan sebagai rujukan dalam pemilihan perunding, Agensi hendaklah memastikan tindakan berikut dipatuhi:

(a) Melaksanakan perkara di perenggan 12.1 (ii) dan (iii);

(b) Mencetak skrin “Paparan Perolehan Perunding” bagi rekod perolehan yang telah dikunci masuk dan disahkan dalam MyGPIS sebagai bukti maklumat lantikan dan prestasi telah direkodkan.

(c) Salinan cetakan skrin tersebut yang memaparkan maklumat lantikan dan penilaian prestasi bagi setiap kemajuan kerja hendaklah dilampirkan bersama dengan dokumen perakuan bayaran kemajuan kepada pegawai kewangan masing-masing;

(d) Pegawai kewangan di Agensi masing-masing hendaklah membuat semakan bahawa sesalinan cetakan skrin di perenggan 12.1 (iv) (b) dilampirkan bersekali dengan perakuan bayaran kemajuan. Bayaran kemajuan hanya boleh diproses sekiranya perkara di perenggan 12.1 (iv) (a) hingga (c) dipatuhi sepenuhnya; dan

(e) Kecuaian dalam melaksanakan perkara ini boleh mengakibatkan tindakan bersesuaian diambil ke atas pegawai yang terlibat.

12.2. Maklumat lanjut boleh dirujuk kepada Panduan Pengguna Modul Perkhidmatan Perunding yang boleh dimuat turun melalui MyGPIS. Oleh itu, semua Agensi yang terlibat dalam perolehan perunding perlu memohon ID pengguna MyGPIS secara dalam talian bagi membuat capaian kepada sistem tersebut.

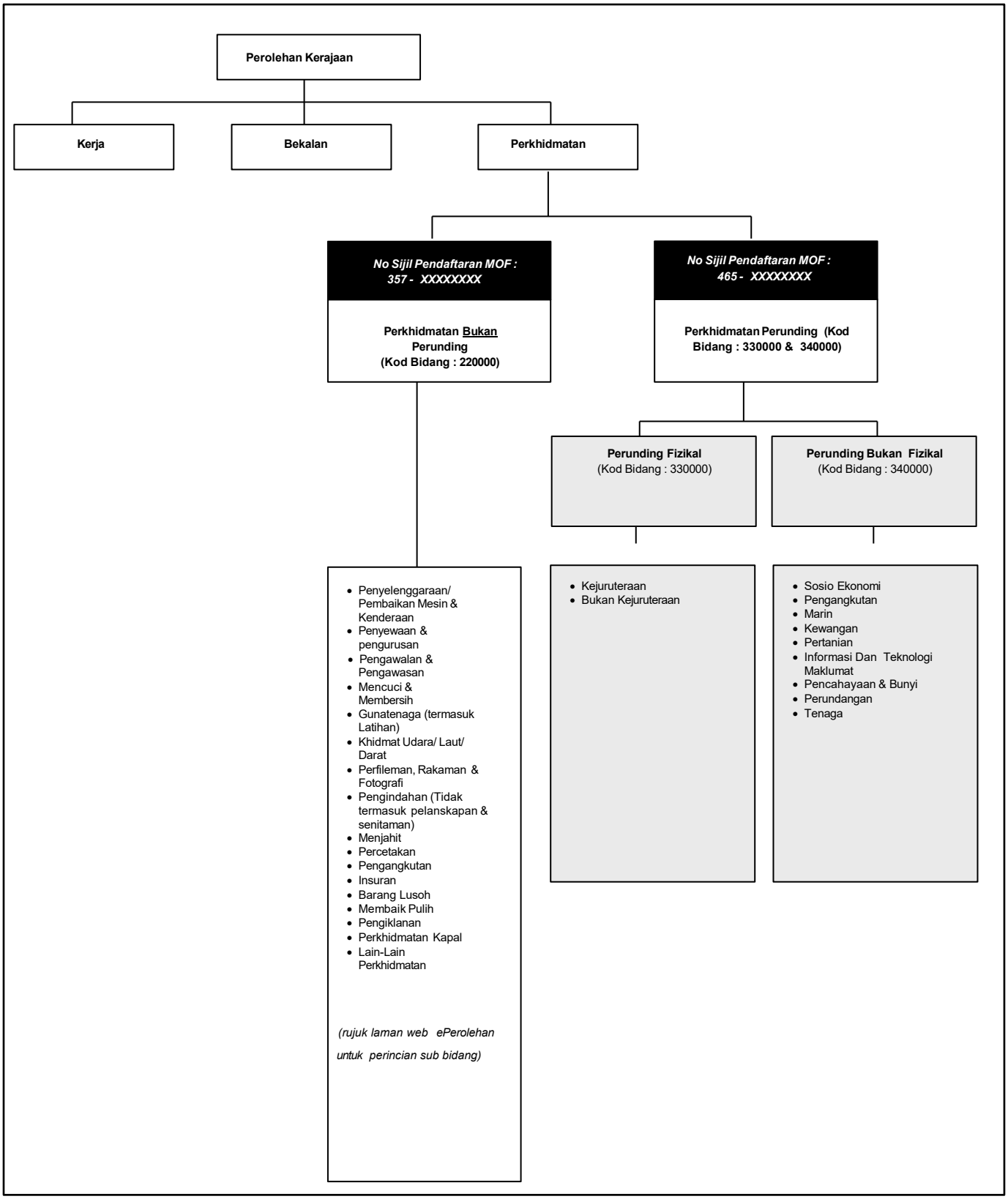
13. Tarikh Kuat Kuasa

13.1 Peraturan ini berkuat kuasa mulai **29 November 2022**.

13.2 Pindaan berkuat kuasa pada **30 November 2024**.

LAMPIRAN

LAMPIRAN A


Perolehan Kerajaan
Kerja
Bekalan
Perkhidmatan
No Sijil Pendaftaran MOF : 357 - XXXXXXXX
Perkhidmatan Bukan Perunding (Kod Bidang : 220000)
No Sijil Pendaftaran MOF : 465 - XXXXXXXX
Perkhidmatan Perunding (Kod Bidang : 330000 & 340000)
Perunding Fizikal (Kod Bidang : 330000)
Perunding Bukan Fizikal (Kod Bidang : 340000)
• Penyelenggaraan/ Pembaikan Mesin & Kenderaan
• Penyewaan & pengurusan
• Pengawalan & Pengawasan
• Mencuci & Membersih
• Gunatenaga (termasuk Latihan)
• Khidmat Udara/ Laut/ Darat
• Perfileman, Rakaman & Fotografi
• Pengindahan (Tidak termasuk pelanskapan & senitaman)
• Menjahit
• Percetakan
• Pengangkutan
• Insuran
• Barang Lusoh
• Membaik Pulih
• Pengiklanan
• Perkhidmatan Kapal
• Lain-Lain Perkhidmatan
(rujuk laman web ePerolehan untuk perincian sub bidang)
• Kejuruteraan
• Bukan Kejuruteraan
• Sosio Ekonomi
• Pengangkutan
• Marin
• Kewangan
• Pertanian
• Informasi Dan Teknologi Maklumat
• Pencahayaan & Bunyi
• Perundangan
• Tenaga

LAMPIRAN B

SENARAI SEMASA KOD BIDANG PERKHIDMATAN PERUNDING

330000 - Perkhidmatan Perunding Fizikal

<u>Bidang Kejuruteraan</u> :

330101 - Kejuruteraan Awam
330102 - Kejuruteraan Struktur
330103 - Kejuruteraan Elektrik
330104 - Kejuruteraan Mekanikal
330105 - Kejuruteraan Elektronik
330106 - Kejuruteraan Kimia
330107 - Kejuruteraan Perlombongan
330108 - Kejuruteraan Marin
330109 - Kejuruteraan Geoteknik
330110 - Kejuruteraan Industri
330111 - Kejuruteraan *Naval Architecture*
330112 - Pengurusan Aeroangkasa
330113 - Kejuruteraan Pertanian
330114 – Kejuruteraan Telekomunikasi
330115 - Kejuruteraan Nuklear
330116 - Penilaian Harta (Forensik)

<u>Bidang Bukan Kejuruteraan</u> :

330201 - Arkitek
330202 - Ukur Bahan
330203 - Ukur Tanah
330204 - Hiasan Dalaman
330205 - Arkitek Lanskap
330206 - Perancangan Bandar dan Wilayah
330207 - Kajian Alam Sekitar
330208 - Ukur Bangunan (Institut Juruukur Malaysia)
330209 - Pengurusan Nilai Fizikal
330210 - Sains Kesihatan/Perancangan Perubatan
330211 - Kejuruteraan Geologi
330212 - Ukur Tanah dan Ukur Utiliti Bawah Tanah

340000 - Perkhidmatan Perunding Bukan Fizikal

Sosio Ekonomi

340101 - Kajian Organisasi
340102 - Kajian Penswastaan dan Pengkomersilan
340103 - Kajian Ekonomi
340104 - Kajian Kemasyarakatan Sosio-Ekonomi
340105 - Kajian Pemasaran dan Penyelidikan
340106 - Kajian Sumber Manusia
340107 - Kajian Pelancongan
340108 - Kajian Keselamatan
340109 - Pengurusan Nilai Bukan Fizikal

Pengangkutan

340201 - Kajian Rangkaian Pengangkutan
340202 - Kajian Trafik

Marin

340301 - Kajian Marin
340302 - Kajian Hidraulik

Kewangan

340401 - Kajian Kewangan
340402 - Kajian Percukaian
340403 - Penilaian Harta/Hartanah
340404 - Kajian Pelaburan

Pertanian

340501 - Kajian Perhutanan
340502 - Kajian Pertanian
340503 - Kajian Sumber Asli/Rekreasi & Taman-Taman
340504 - Teknologi Makanan
340505 - Kajian Perikanan
340506 - Kajian Komoditi

Informasi Dan Teknologi Maklumat (ICT)

340601 - Kajian Telekomunikasi
340602 - Perancangan Strategik ICT (ISP)
340603 - Kajian Pengurusan Infrastruktur ICT
340604 - Kajian Pengurusan Keselamatan ICT
340605 - Kajian Pengurusan Maklumat ICT

Pencahayaan dan Bunyi
340801 - Kajian Pencahayaan
340802 - Kajian Audiovisual dan Akustik

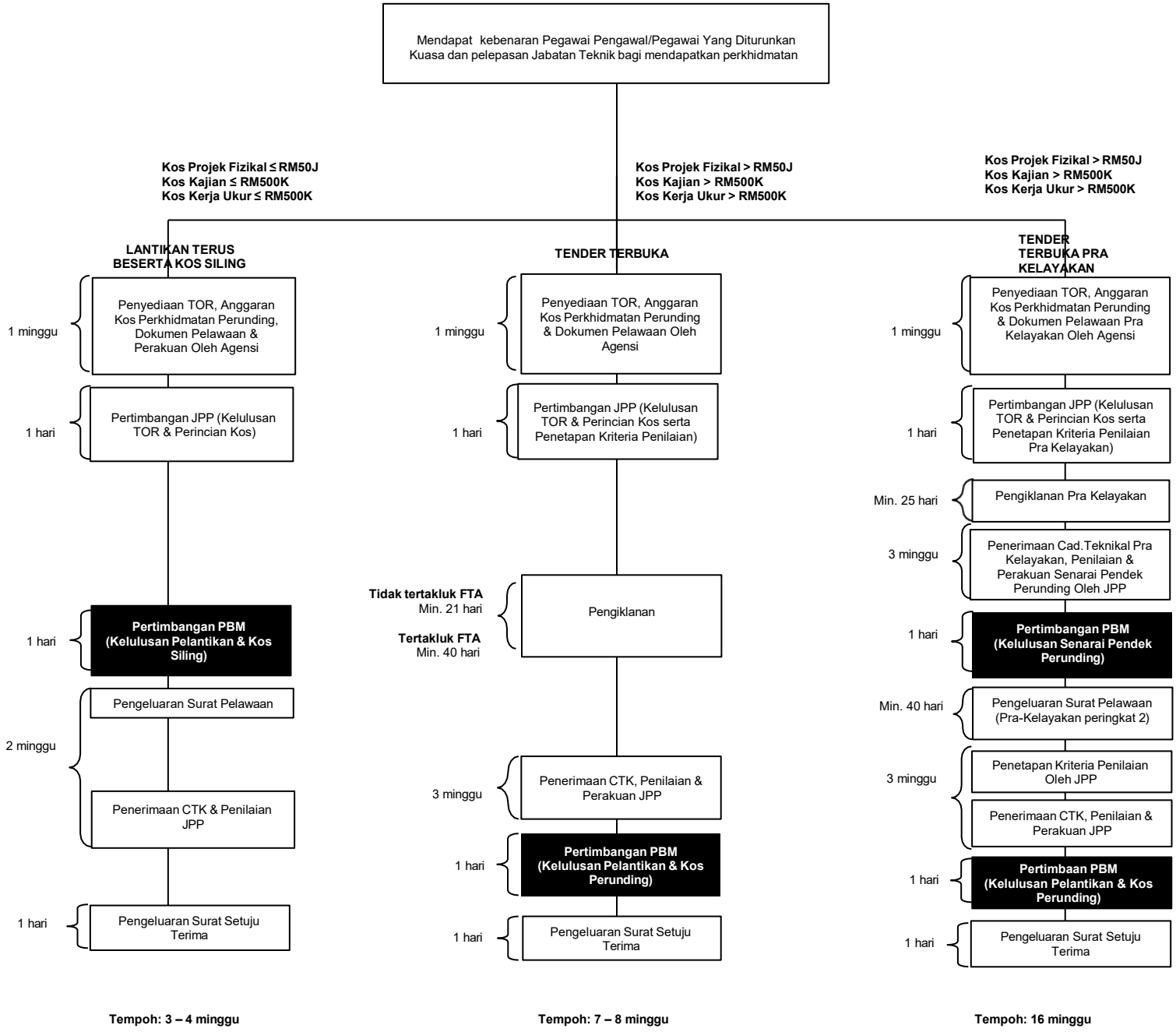
Perundangan
340901 - Kajian Perundangan

Tenaga
341001 - Kajian Pengurusan Tenaga
341002 - Kajian Teknologi Hijau

** Agensi hendaklah sentiasa merujuk kepada laman sesawang www.eperolehan.gov.my untuk senarai kod bidang yang terkini dari semasa ke semasa.

LAMPIRAN C

Proses Perolehan Perkhidmatan Perunding



LAMPIRAN D

BREAKDOWN OF RATES FOR CONSULTANT

Project:……

		(1)	(2)	(3)	(4)	(5)	(6)
Name	***Position***	***Basic Salary per month***	***Social Charges (% of 1)***	***Overhead (% of 1)***	***Subtotal (1+2+3)***	***Fee (% of 4)***	***Charge Rate per month (4+5)***

Note:

Item 1: Basic salary shall include actual gross salary before deduction of taxes. Payroll slip for each staff proposed should be submitted.

Item 2: Social Charges shall include employer's contribution to social security, paid vacation, average sick leave and other standard benefits paid by the firm to the employee. Breakdown of proposed percentage charge should be submitted and certified by External Auditor.

Item 3: Overhead shall include general administration cost, rent, etc. Breakdown of proposed percentage charge for overhead should be submitted and supported by relevant documents.

Item 5: Fee shall include company profit and other costs (overseas allowances, etc).

PK 3.2



KERAJAAN MALAYSIA

Kos Perkhidmatan Perunding

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PK3.2 KOS PERKHIDMATAN PERUNDING..... 1

1. Definisi Kos Perkhidmatan Perunding 1

2. Yuran Perkhidmatan Perunding 1

3. Kos Imbuhan Balik (IB)..... 5

4. Bayaran Perkhidmatan Perunding Mengikut Peringkat Kemajuan Kerja..... 6

5. Tarikh Kuat Kuasa 7

SENARAI LAMPIRAN

Lampiran 1 : Tuntutan Kos Imbuhan Balik Perunding Yang Dibenarkan

Lampiran 2 : Skala Gaji Pokok Maksimum Kakitangan Ikhtisas (Kakitangan Sementara – Ijazah Sarjana Muda Dan Ke Atas)

Lampiran3 : Skala Gaji Maksimum Kakitangan Separa Ikhtisas/ *Clerk Of Work* – COW (Kakitangan Sementara)

Lampiran 4 : Skala Gaji Maksimum Pengarah (Pemilik Firma)/ Rakan Kongsi (*Shareholders*)

Lampiran 5 : Faktor Pengganda (FP) Maksimum Perunding Bagi Penetapan Yuran Secara Kaedah Input Masa

Lampiran 6 : Komponen FP Bagi Kakitangan Ikhtisas Firma Dan Kakitangan Separa Ikhtisas/Sokongan Teknikal Firma

Lampiran 7 : Komponen FP Bagi Semua Kategori Tenaga Pengajar Universiti Awam/Swasta

Lampiran 8 : Komponen *Charge Rate* Bagi Perunding Asing

Lampiran 9 : Komponen FP Bagi Perunding Individu Tempatan Yang Dilantik Terus Oleh Agensi Kerajaan

Lampiran 10 : Contoh Yuran Perunding Secara Input Masa

Lampiran 11 : Contoh Kos Imbuhan Balik

PK3.2 KOS PERKHIDMATAN PERUNDING

1. Definisi Kos Perkhidmatan Perunding

1.1. Kos perkhidmatan perunding adalah kos yang terdiri daripada yuran perunding dan kos imbuhan balik.

1.2. Agensi adalah bertanggungjawab untuk memastkan bayaran percukaian tersebut dibuat seperti berikut:

1.2.1. Cukai Perkhidmatan ke atas kos perunding (yuran perunding dan kos imbuhan balik) berdasarkan kadar peratusan yang ditetapkan di bawah Akta Cukai Perkhidmatan 2018 yang mana cukai tersebut akan dibayar oleh Agensi kepada Jabatan Kastam Diraja Malaysia (JKDM) melalui perunding yang berdaftar dengan JKDM; dan

1.2.2. Cukai Pegangan ke atas kos perunding berdasarkan kadar peratusan yang ditetapkan di bawah Akta Cukai Pendapatan 1967 yang mana cukai tersebut akan dibayar oleh Agensi kepada Lembaga Hasil Dalam Negeri (LHDN) sekiranya perunding asing tersebut dilantik oleh Agensi atau cukai pegangan tersebut akan dibayar oleh firma jika perunding asing tersebut dilantik oleh firma tempatan.

2. Yuran Perkhidmatan Perunding

Terdapat 2 kaedah bagi menentukan yuran perkhidmatan perunding iaitu Yuran Tetap (*Fixed Fee)* dan Input Masa (*Man-Month/Days*).

2.1. Yuran Tetap (*Fixed Fee*)

2.1.1. Semua perkhidmatan perunding bagi projek fizikal hendaklah menggunakan kaedah yuran tetap (fixed fee).

2.1.2. Kerajaan memutuskan yuran perunding adalah tetap sepanjang pelaksanaan projek sehingga projek siap. Yuran perunding yang dipersetujui tidak boleh berubah berdasarkan pertambahan nilai kontrak akhir (*final contract sum*).

2.1.3. Kos perunding yang telah dipersetujui di dalam Surat Setuju Terima (SST) yang terdiri daripada yuran perunding, yuran penyeliaan tapak dan kos imbuhan balik hendaklah tetap sepanjang pelaksanaan tempoh projek yang telah ditetapkan

kecuali jika terdapat sebarang Arahan Perubahan Kerja atau Lanjutan Tempoh Kontrak Pembinaan yang telah diluluskan oleh Kerajaan dan bukan disebabkan atas kesilapan perunding. Bagi keadaan dimana tempoh siap pembinaan projek dilanjutkan oleh Kerajaan dan melibatkan lanjutan tempoh perkhidmatan penyeliaan perunding di tapak pembinaan, pertambahan yuran penyeliaan tersebut secara input masa dan kos imbuhan balik boleh dipertimbangkan. Semua kos imbuhan balik hendaklah dibuat berdasarkan bil sebenar tertakluk tidak bercanggah dengan item dan had nilai yang dibenarkan di **Lampiran 1**.

2.1.4. Pertambahan kos perunding yang disebabkan oleh perubahan harga kontrak kerja daripada anggaran kos projek asal, bayaran pertambahan kos perunding tersebut berdasarkan pengiraan Skala Yuran Piawai (*Scale of Fees* - SOF) tidak lagi terpakai untuk semua projek fizikal Kerajaan mulai 15 September 2016.

2.1.5. Walau bagaimanapun, sekiranya harga kontrak kerja yang telah disetuju terima oleh Kerajaan adalah lebih rendah daripada anggaran kos projek asal yang dijadikan asas untuk menentukan yuran perkhidmatan Perunding, Kerajaan berhak membuat pelarasan yuran perkhidmatan Perunding. Pelarasan yuran perkhidmatan Perunding bermaksud menurunkan yuran secara berkadaran mengikut harga kontrak kerja yang telah disetuju terima Kerajaan.

2.1.6. Bagi pengiraan yuran perunding semasa tawaran harga dikemukakan kepada Kerajaan, perunding hendaklah menentukan yurannya berdasarkan mekanisma pengiraan yang kompetitif selain daripada SOF. Walau bagaimanapun, SOF tersebut (Akrtitek, Kejuruteraan, Ukur Tanah dan Ukur Bahan) bolehlah digunakan sebagai panduan sahaja dan Kerajaan tidak terikat untuk membuat bayaran yuran perunding berdasarkan pematuhan kepada SOF. Kos perunding yang telah dipersetujui melalui SST adalah merupakan harga muktamad Kerajaan kecuali jika terdapat arahan perubahan kerja yang diluluskan oleh Kerajaan dan bukan merupakan kesilapan perunding serta terdapat pelanjutan tempoh siap asal pembinaan yang melibatkan pelanjutan penyeliaan perunding di tapak pembinaan.

2.1.7. Penetapan yuran perunding secara pukal tanpa butiran kos adalah tidak dibenarkan.

2.1.8. Mana-mana kerja yang melibatkan pertambahan kos perunding disebabkan kesilapan/kecuaian perunding atau yang tidak selaras dengan obligasi kontrak, hendaklah ditanggung sendiri oleh perunding.

2.2. Input Masa *(Man-month)*

2.2.1. Kaedah bayaran input masa ini hendaklah digunakan bagi keadaan seperti berikut:-

(a) Semua bentuk kajian perunding (termasuk kajian fizikal); dan
(b) Penyeliaan tapak oleh perunding (jika tempoh pembinaan asal di dalam kontrak telah berubah).

2.2.2. Kaedah penetapan yuran perunding secara input masa adalah berdasarkan *time basis* iaitu tempoh masa yang diperlukan bagi menyiapkan sesuatu projek/kajian Kerajaan. Tempoh ini hendaklah dinyatakan di dalam bentuk *man-month/man-day/man-hour* mengikut kesesuaian dari segi tempoh perunding menyempurnakan projek/kajian seperti berikut :

Input Masa	Tempoh Perunding Menyempurnakan Projek/Kajian
man-month	1 bulan dan ke atas (28 hari dan ke atas)
man-day	Kurang daripada 1 bulan (27 hari dan ke bawah)
man-hour	Kurang daripada 1 hari (8 jam dan ke bawah)

2.2.3. Bagi perunding yang menawarkan bayaran secara *man-hour* atau *man-day*, Agensi hendaklah merundingkan kadar-kadar tersebut ke tahap yang paling minimum.

2.2.4. Formula pengiraan input masa adalah seperti berikut:

YP = GP x FP x IM

(a) Petunjuk bagi formula di atas adalah seperti berikut :

YP = Yuran Perunding (*consulting fee*);

GP = Gaji Pokok *(basic salary);*

FP = Faktor Pengganda *(multiplier factor);* dan

IM = Tempoh Input Masa *(man-month, man-day, man-hour).*

2.2.5. Gaji Pokok (GP)

(a) GP ialah gaji asas bulanan yang dibayar kepada setiap kakitangan ikhtisas dan separa ikhtisas perunding. Gaji pokok hendaklah tidak termasuk apa-apa elaun serta lain-lain bayaran kepada kakitangan perunding.

(b) GP bagi kakitangan tetap firma adalah berdasarkan slip penyata gaji semasa kakitangan tersebut.

(c) GP bagi kakitangan sementara firma hendaklah tidak melebihi skala gaji maksimum yang telah diluluskan oleh Kementerian Kewangan seperti di **Lampiran 2** dan **Lampiran 3**.

(d) Kakitangan sementara yang diambil di kalangan tenaga pengajar IPTA dan pegawai kerajaan yang telah bersara, GP bagi tenaga pengajar IPTA adalah berdasarkan slip gaji sebenar manakala GP bagi pegawai kerajaan yang telah bersara, adalah berdasarkan pengesahan/penyata/slip gaji terakhir.

(e) *Renumeration* bagi Lembaga Pengarah/Rakan Kongsi adalah berdasarkan skala gaji maksimum yang telah diluluskan oleh Kementerian Kewangan seperti di **Lampiran 4.**

2.2.6. Faktor Pengganda (FP)

(a) Agensi hendaklah memastikan FP yang digunapakai oleh perunding hendaklah tidak melebihi pekali yang ditetapkan oleh Kementerian Kewangan seperti di **Lampiran 5**.

(b) FP adalah terdiri daripada komponen-komponen seperti di nyatakan di **Lampiran 6** hingga **Lampiran 9**.

2.2.7. Tempoh Input Masa (IM)

(a) IM adalah tempoh/jangka masa yang diperlukan bagi perunding menyiapkan sesuatu projek atau kajian.

(i) Penetapan yuran perkhidmatan perunding secara pukal adalah tidak dibenarkan.

(ii) Format yuran perunding secara input masa seperti di **Lampiran 10**.

3. Kos Imbuhan Balik (IB)

3.1. Kos IB adalah lain-lain perbelanjaan (selain daripada yuran perunding) yang dibuat oleh perunding mengikut keperluan sesuatu projek/kajian. Kos IB adalah merupakan perbelanjaan sebenar yang dibuat oleh pihak perunding tertakluk kepada syarat-syarat berikut:-

3.1.1. Butiran serta kadar bayaran kos IB hendaklah berpatutan dan tuntutan hendaklah dikemukakan dengan resit/bil;

3.1.2. Bagi bayaran kos IB tanpa resit selain daripada kos IB secara pukal *(lump sum)* yang dibenarkan hendaklah mendapat kebenaran dan pengesahan Agensi;

3.1.3. Dokumen yang perlu disediakan oleh perunding yang akan dibayar balik oleh Kerajaan hendaklah dinyatakan dengan jelas di dalam Terma Rujukan (TOR). Bagi salinan dokumen yang telah dibuat dan diberikan kepada pihak lain tanpa arahan Agensi, tuntutan tersebut tidak akan dibayar oleh Kerajaan;

3.1.4. Butiran dan kadar IB tidak melebihi sebagaimana yang ditetapkan seperti di **Lampiran 1**. Format kos IB seperti di **Lampiran 11**;

3.1.5. Bagi butiran IB yang tidak termasuk di dalam item yang dibenarkan oleh Kementerian Kewangan tetapi merupakan perbelanjaan yang diperlukan oleh perunding bagi pelaksanaan projek/kajian berkenaan, Agensi hendaklah mendapatkan kelulusan Kementerian Kewangan ke atas butiran dan kadar IB tersebut terlebih dahulu;

3.1.6. Agensi hendaklah memastikan tuntutan premium insuran bagi *Professional Indemnity Insurance* (PII) yang diambil oleh firma

tidak termasuk di dalam kos imbuhan balik. Kos tersebut adalah ditanggung sendiri oleh perunding; dan

3.1.7. Bagi pengendalian latihan *Transfer of Technology/ Knowledge* kepada pegawai Agensi (sekiranya diperlukan), Agensi hendaklah memastikan perunding telah mengambilkira kos pengendalian latihan tersebut di dalam cadangan kos perunding berkenaan. Walau bagaimanapun, kos penginapan/*lodging*, perjalanan dan makan/minum bagi kakitangan Agensi hendaklah tidak termasuk di dalam kos perkhidmatan perunding. Agensi bertanggungjawab memastikan pembiayaan penginapan/*lodging*, perjalanan dan makan/minum kakitangan Agensi yang terlibat hendaklah dibuat melalui Vot Jabatan.

3.2. Kos IB boleh dibayar mengikut peringkat kemajuan atau secara bulanan selaras dengan syarat-syarat kontrak. Agensi adalah bertanggungjawab menetapkan satu tempoh masa *(cut off date)* yang munasabah untuk membolehkan perunding membuat tuntutan kos IB. Agensi hendaklah menyatakan dengan jelas kepada perunding bahawa tuntutan IB yang melebihi *cut off date* tidak akan dibayar.

3.3. Walaupun Kerajaan membenarkan perunding membuat tuntutan imbuhan balik, Agensi adalah bertanggungjawab untuk memastikan keperluan tersebut adalah bersesuaian dengan projek/kajian berkenaan.

4. Bayaran Perkhidmatan Perunding Mengikut Peringkat Kemajuan Kerja

4.1. Bayaran perkhidmatan perunding hendaklah mengikut peringkat-peringkat kemajuan projek/kajian seperti berikut:-

4.1.1. Bagi projek pembangunan fizikal, bayaran kos perkhidmatan adalah mengikut jadual pembayaran berdasarkan kemajuan kerja seperti yang telah ditetapkan di dalam perjanjian yang berkaitan.

4.1.2. Bagi kajian, bayaran kos perkhidmatan perunding adalah mengikut peringkat kemajuan kajian tertakluk laporan yang dikemukakan oleh perunding disetujuterima oleh Agensi. Peratus pembayaran mengikut peringkat kemajuan kajian berikut boleh digunapakai sebagai <u>panduan</u> :

Bil	Peringkat Kemajuan Kajian	Peratus Pembayaran Dibenarkan
1.	Laporan Awal/*Inception*	10%
2.	Laporan Kemajuan/Interim	40%
3.	Draf Laporan Akhir	20%
4.	Laporan Akhir	30%
Jumlah		**100%**

4.2. Bayaran pendahuluan kepada perunding adalah tidak dibenarkan sama ada bagi projek pembangunan fizikal mahupun kajian.

4.3. Agensi hendaklah memastikan bayaran kemajuan kerja perunding bagi projek fizikal dan kajian mematuhi perenggan 13.1.4 di PK3.1.

5. Tarikh Kuat Kuasa

5.1 Peraturan ini berkuat kuasa mulai **29 November 2022.**

LAMPIRAN

LAMPIRAN 1

TUNTUTAN KOS IMBUHAN BALIK PERUNDING YANG DIBENARKAN

BUTIRAN		ASAS DAN KADAR BAYARAN
A	**KOS PENGANGKUTAN/ PERJALANAN**	
A1	**Tiket Penerbangan Tempatan/Antarabangsa**	1. Jumlah penerbangan hendaklah **dihadkan kepada bilangan yang perlu sahaja**, mengikut tugasan khusus setiap perunding. Bagi tujuan ini Jadual Tugasan (*manning schedule*) yang disediakan oleh perunding bolehlah dijadikan panduan bagi penetapan had jumlah penerbangan. 2. Pakar perunding asing yang semasa melaksanakan tugasnya dan perlu menginap di negara ini **bagi tempoh 12 bulan atau lebih secara terus menerus**, boleh dibenarkan membawa isteri dan tiga (3) orang anak yang berumur di bawah 18 tahun dengan syarat tempoh penginapan mereka di negara ini **tidak kurang dari 3 bulan**. Bagi tugasan yang menjangkau tempoh 30 bulan secara terus menerus, perunding asing ini dibenarkan tambahan satu (1) penerbangan pergi-balik termasuk isteri dan tiga (3) orang anak mereka **selepas menyempurnakan tempoh perkhidmatan 24 bulan.** 3. Penerbangan hendaklah **dihadkan kepada kelas ekonomi sahaja.** Penerbangan hendaklah menggunakan jalan paling dekat (*the most direct route*) dan tambang termurah dengan menggunakan perkhidmatan **syarikat penerbangan tempatan** yang telah diluluskan oleh Kerajaan dari semasa ke semasa. 4. Bayaran adalah bagi penerbangan pergi balik (local/or international-*bound flights*) mengikut kadar tambang sebenar yang dikenakan oleh syarikat penerbangan berkenaan. Sekiranya terdapat diskaun pada harga pembelian (promosi dan sebagainya), harga diskaun tersebut hendaklah digunakan bagi tujuan pembayaran.

BUTIRAN		ASAS DAN KADAR BAYARAN
A2	**Lain-lain Perbelanjaan Berkaitan Dengan Perjalanan**	1. Lain-lain perbelanjaan yang berkaitan dengan para A1 boleh dibenarkan termasuk perbelanjaan tambang teksi dari rumah ke lapangan terbang (*vice-versa*), bayaran visa, permit perjalanan, tol, parkir dan lain-lain. 2. Kadar bayaran hendaklah **mengikut kadar sebenar** (*bill*) bagi setiap butiran. 3. **Bagi tuntutan tol yang menggunakan Touch & Go dan Smart Tag, perunding tidak perlu mengemukakan resit, sebaliknya adalah memadai tuntutan tersebut dikemukakan bersama dengan surat-surat panggilan mesyuarat.** Kadar tol boleh disemak melalui laman web pemegang konsesi lebuh raya (contohnya: PLUS, MEX dan lain-lain).
A3	**Tuntutan Perjalanan Kenderaan *(Mileage Claims)***	1. Perunding dibenarkan menggunakan kenderaan sendiri dan membuat tuntutan perjalanan bagi tugas-tugas rasmi yang dibuat semasa pelaksanaan projek. Kemudahan ini perlu **dihadkan kepada perjalanan jarak dekat sahaja,** manakala bagi perjalanan jarak jauh perunding digalakkan menggunakan kemudahan pengangkutan awam yang mana lebih menjimatkan. **2. Perunding yang telah disediakan kemudahan kenderaan atau menyewa kenderaan, tidak dibenarkan untuk membuat tuntutan perjalanan kenderaan.** 3. Tuntutan *mileage* perjalanan hendaklah tertakluk kepada kadar sebagaimana ditetapkan dalam peraturan semasa yang dikeluarkan oleh Kementerian Kewangan. 4. Perunding yang menggunakan kenderaan sendiri untuk bertugas di satu tempat sahaja yang jaraknya melebihi 240 km daripada Ibu Pejabatnya dan terdapat perkhidmatan terus kapal terbang atau kereta api layak menuntut tambang gantian mengikut kadar tambang pengangkutan yang sesuai dengan kelayakannya, iaitu Tambang Gantian tersebut hendaklah bersamaan dengan tambang kapal terbang atau kereta api, mengikut mana yang berkenaan dengan syarat dinyatakan di dalam baucar tuntutan yang ia telah menggunakan kenderaannya sendiri; dan 5. Perunding yang menuntut Tambang Gantian tidak layak menuntut apa-apa tambang atau bayaran tambahan yang bersabit dengan perjalanan kapal terbang atau kereta api seperti tambang dari rumah

<table>
<tr><th colspan="2">BUTIRAN</th><th>ASAS DAN KADAR BAYARAN</th></tr>
<tr><td></td><td></td><td>ke lapangan terbang/stesen kereta api dan sebaliknya, tambang dari lapangan terbang/stesen kereta api ke tempat penginapan dan sebaliknya, bayaran Cukai Lapangan Terbang atau bayaran tempat tidur dalam kereta api (berth charges).</td></tr>
<tr><td>A4</td><td>Tambang Teksi</td><td>1. Perunding dibenarkan menuntut tambang teksi mengikut keperluan projek.

2. Walau bagaimanapun, Agensi hendaklah memastikan tuntutan ini tidak bertindih dengan tuntutan perjalanan kenderaan seperti di A3.

3. Anggaran tuntutan tambang teksi hendaklah tidak melebihi RM1,000 sebulan.</td></tr>
<tr><td>A5</td><td>Sewa Kenderaan</td><td>1. Sewaan kenderaan hanya dibenarkan sekiranya terdapat keperluan khusus mengikut kesesuian projek dan mendapat persetujuan Agensi terlebih dahulu.

2. Jenis kenderaan adalah meliputi kereta, van, pacuan empat roda, bot, helikopter dan sebagainya mengikut kesesuaian dan keperluan projek.

3. Sewaan kenderaan boleh meliputi elaun pemandu, kos bahan api, kos penyelenggaraan dan sebagainya bergantung kepada rundingan yang diadakan, sebut harga bolehlah diminta untuk menentukan kos sewaan sebenar.

4. Bagi tujuan anggaran, kadar berikut (termasuk elaun pemandu, bahan api, penyelenggaraan dan sebagainya) hendaklah berdasarkan kadar maksimum berikut :

<table>
<tr><td>Kereta</td><td>RM1,800-RM3,500 sebulan</td></tr>
<tr><td>Pacuan 4 roda</td><td>RM3,500-RM6,000 sebulan</td></tr>
<tr><td>Van</td><td>Kadar sebenar</td></tr>
<tr><td>Helikopter</td><td>Kadar sebenar</td></tr>
<tr><td>Bot</td><td>Kadar sebenar</td></tr>
</table>
</td></tr>
<tr><td>B</td><td colspan="2">ELAUN PENGINAPAN DAN SARA HIDUP</td></tr>
<tr><td>B1</td><td>Perunding</td><td>1. Bagi perunding yang menjalankan tugas rasmi di luar kawasan yang (melebihi 25 km dari ibu pejabat firma) dan perlu menginap layak menuntut bayaran sewa hotel yang disokong dengan resit atau elaun lojing mengikut kadar-kadar seperti dalam jadual di bawah:</td></tr>
</table>

<table>
<tr><th colspan="2">BUTIRAN</th><th>ASAS DAN KADAR BAYARAN</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><th rowspan="2"></th><th colspan="2">Ikhtisas</th><th colspan="2">Separa Ikhtisas</th></tr>
<tr><th>S.M'sia (RM)</th><th>Sbh/Swk (RM)</th><th>S.M'sia (RM)</th><th>Sbh/Swk (RM)</th></tr>
<tr><td>Hotel</td><td>250</td><td>270</td><td>190</td><td>210</td></tr>
<tr><td>Lojing</td><td>60</td><td>80</td><td>40</td><td>60</td></tr>
<tr><td>Elaun Makan</td><td>60</td><td>80</td><td>40</td><td>60</td></tr>
</table>
2. Kadar sewa hotel di atas adalah merupakan kadar maksimum yang dibenarkan. Bayaran kepada perunding hendaklah mengikut kadar sebenar yang dikenakan oleh pihak hotel, tertakluk kepada had maksimum yang ditetapkan. Sebagai tambahan kepada kadar berkenaan, perunding juga layak menuntut apa-apa cukai yang perlu dibayar berkaitan dengan sewaan hotel tersebut.

3. Bagi perunding yang menjalankan tugas di luar pejabat bagi tempoh yang melebihi 8 jam tetapi tidak mencapai tempoh 24 jam, mereka boleh dibayar elaun harian dengan kadar separuh daripada kelayakan elaun makan mereka.

4. Agensi hendaklah menasihati perunding agar mendapatkan kadar promosi/internet rate bagi penginapan hotel.
</td></tr>
<tr><td>B2</td><td>Kakitangan Tapak</td><td>
<u>ELAUN TAPAK</u>

1. Perunding tidak dibenarkan menuntut lain-lain kos imbuhan balik kecuali elaun tapak untuk kakitangan yang ditempatkan di tapak bagi menjalankan kerja-kerja pengawasan atau penyeliaan projek. Kadar elaun tapak adalah <u>ditetapkan</u> seperti berikut:
<table>
<tr><td></td><td></td><td></td></tr>
<tr><td>Ikhtisas</td><td>800 sebulan</td><td>950 sebulan</td></tr>
<tr><td>Separa Ikhtisas/ Sokongan</td><td>650 sebulan</td><td>800 sebulan</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><th colspan="2">BUTIRAN</th><th>ASAS DAN KADAR BAYARAN</th></tr>
<tr><td></td><td></td><td><u>KOS PENGIKLANAN PENGAMBILAN KAKITANGAN TAPAK</u>

1. Perunding dibenarkan menuntut kos iklan bagi pengambilan kakitangan tapak. Kadar bayaran hendaklah mengikut kadar sebenar (bil) bagi setiap iklan.</td></tr>
<tr><td>B3</td><td>Perunding Asing bagi perolehan yang tidak tertakluk kepada FTA</td><td>1. Perunding asing boleh dibayar elaun per diem bagi tujuan menampung perbelanjaan penginapan dan sara hidup semasa menjalankan tugas di negara ini untuk tempoh tidak melebihi 3 bulan. Elaun ini dikira mulai dari hari pertama beliau tiba sehingga ke hari berlepas pulang selepas menyempurnakan tugas rasmi beliau dalam tempoh tersebut.

2. Kadar elaun per diem adalah seperti berikut:

<table><tr><th></th><th></th></tr><tr><td>60 hari yang pertama</td><td>310 sehari</td></tr><tr><td>Hari-hari yang berikut</td><td>170 sehari</td></tr></table>
3. Dalam keadaan di mana perunding asing perlu berada di Negara ini untuk satu jangka masa yang panjang, kaedah yang lebih menjimatkan hendaklah digunakan sebagai alternatif kepada bayaran elaun per diem. Umpamanya, pihak agensi boleh menyediakan tempat tinggal dengan membayar sewa dan kos utiliti yang berkaitan. Pada kebiasaannya, ditetapkan secara rundingan.

4. Bagi perunding asing yang dikehendaki menjalankan tugas di luar daripada pejabat/tempat tinggal yang disediakan kepadanya, beliau boleh menuntut bayaran penginapan, perjalanan dan sebagainya mengikut kadar seperti yang dibenarkan kepada perunding tempatan.

5. Walau bagaimanapun, beliau tidak layak menerima elaun sara hidup kerana ia sudah termasuk di dalam elaun per diem yang diberikan.</td></tr>
</table>

BUTIRAN		ASAS DAN KADAR BAYARAN
C	**Kos Perhubungan**	1. Termasuk perbelanjaan telefon, faks, emel dan perkhidmatan penghantaran (pos, kurier dsb). Kos yang dibenarkan hendaklah mengambil kira faktor-faktor seperti tempoh pelaksanaan projek, kompleksiti projek dan keperluan perhubungan dalam dan luar negeri. 2. Kadar bayaran hendaklah berdasarkan bil sebenar setiap butiran berkaitan. Jumlah keseluruhan bagi kos perhubungan tertakluk kepada had bayaran maksimum sebanyak RM 1,500 sebulan.
D	**Kos Dokumentasi Dan Penyediaan Laporan**	1. Meliputi perbelanjaan bagi penyediaan dan percetakan dokumen atau laporan dan lain-lain berkaitan. 2. Jenis, kualiti dan bilangan laporan yang dikehendaki perlu dinyatakan secara jelas di dalam Terma Rujukan projek/kajian Kerajaan. Selain itu, saiz dokumen atau bilangan pelan yang perlu disertakan (di mana berkenaan) perlu juga diambil kira dalam penentuan kos ini. 3. Kos dokumentasi boleh juga ditentukan mengikut harga dokumen yang digunakan atau aktiviti yang terlibat seperti fotostat, lukisan, penjilidan dan lain- lain. **Kadar hendaklah berdasarkan bil sebenar daripada syarikat percetakan atau pembekal di mana berkenaan.** 4. Bagi dokumen yang memerlukan ciri khusus dari segi jenis (*hardcopy/softcopy*), warna, saiz dan bilangan, kadar hendaklah berdasarkan bil sebenar dengan persetujuan dan pengesahan Agensi. 5. Bagi dokumen yang disiapkan sendiri oleh perunding, kadar boleh ditetapkan mengikut kadar pasaran semasa. Harga pasaran semasa telah pun mengambil kira keperluan percetakan seperti kertas, toner, *binding* dan sebagainya. 6. Bagi laporan projek pembangunan fizikal yang perlu disertakan dengan model atau dalam bentuk multimedia dsb, kadar hendaklah berdasarkan bil sebenar dengan persetujuan dan pengesahan Agensi.

BUTIRAN		ASAS DAN KADAR BAYARAN
		7. Bagi pelan yang perlu dikemukakan untuk kelulusan pihak berkuasa tempatan dan dikenakan bayaran, perunding boleh mengemukakan tuntutan tersebut berdasarkan bil sebenar.
E	**Aset Projek**	1. Pembelian aset termasuk peralatan dan kelengkapan projek **tidak dibenarkan**. Firma perunding yang dilantik sepatutnya mempunyai peralatan dan kemudahan asas yang mencukupi bagi mengendalikan projek Kerajaan. Ini bagi mengelakkan bayaran dua kali di mana kos ini merupakan sebahagian daripada *overhead* firma dan telah diambil kira dalam faktor pengganda. 2. Dalam keadaan yang amat memerlukan, peralatan dan kelengkapan projek hendaklah diperolehi (melalui pembelian atau sewaan) dan **mesti diurus oleh agensi berkenaan mengikut tatacara perolehan yang berkuatkuasa** dan dihadkan kepada jumlah yang diperlukan bagi maksud pelaksanaan projek berkenaan sahaja. Perunding perlu memulangkan semula semua aset dan peralatan ini kepada agensi pelaksana setelah tempoh perkhidmatan mereka tamat. Aset yang dibeli adalah hak milik Kerajaan. 3. **Perunding tidak dibenarkan menguruskan sendiri perolehan** bagi sebarang aset atau peralatan projek dan Kerajaan tidak akan membayar apa jua tuntutan bagi perolehan tersebut. **4. Pembelian perisian asas komputer (*basic computer software*) juga tidak dibenarkan**. Bagi perisian komputer yang khusus umpamanya perisian teknikal (*technical software*), agensi bolehlah menimbangkan pembelian tersebut namun hendaklah dipertimbangkan dengan teliti dengan mengambil kira keperluan penggunaannya, kos belian atau sewaan, lesen atau yuran penggunaan tahunan (*copyright fee*) dan sebagainya. **Pembelian ini mesti diuruskan oleh agensi.** 5. **Bagi perolehan data/peta/lukisan (sama ada dalam bentuk hardcopy/softcopy) yang akan digunakan untuk tujuan kajian/projek, perunding dibenarkan untuk memperolehinya sendiri** dan membuat tuntutan daripada Agensi tertakluk persetujuan Agensi. Agensi hendaklah memastikan data/peta/lukisan yang diperolehi oleh perunding tersebut dikembalikan dan menjadi hak milik Kerajaan.

BUTIRAN		ASAS DAN KADAR BAYARAN
F	**Ujian Teknikal Dan Lain-Lain Ujian**	~~1.~~ Ujian bahan (*material test*), ujian model (*modelling test*) dan lain-lain ujian teknikal boleh dibenarkan mengikut keperluan projek. Walau bagaimanapun, sekiranya dalam melaksanakan sesuatu ujian, perunding menggunakan khidmat kepakaran dari syarikat lain seperti ujian EIA dan lain-lain ujian makmal, perolehan perkhidmatan tersebut mestilah berdasarkan senarai syarikat yang disediakan oleh Agensi dan mematuhi peraturan dan tatacara yang diluluskan oleh Agensi. ~~2.~~ Bayaran bagi kos ujian (bahan dan sewaan) hendaklah disokong dengan bil dan dokumen belian di samping pengesahan dari agensi Kerajaan yang bertanggungjawab di dalam bidang berkenaan.
G	**Kos Sewaan Pejabat Dan Utiliti**	1. Keperluan ini hanya dibenarkan bagi pejabat di tapak projek dengan syarat ianya tidak disediakan oleh kontraktor atau bagi firma perunding asing yang dilantik bagi pelaksanaan sesuatu projek/kajian. 2. Tuntutan ini adalah merupakan sewa bulanan yang merangkumi kos sewaan pejabat dan bil-bil utiliti.
H	**Kos Bagi Menjalankan Kajian Selidik**	1. Bagi projek yang memerlukan kaji selidik, kos yang berkaitan dengan urusan ini boleh dibenarkan. Kadar bayaran bergantung kepada kaedah yang digunakan seperti berikut: i. Kadar mengikut bilangan soal selidik: - maksimum RM12 /soal selidik; atau ii. Kadar mengikut bilangan penemuduga (*enumerators*) : -maksimum RM60 sehari; atau iii. Bagi penemuduga terlatih/berjawatan tetap: -maksimum RM1,200 sebulan 2. Lain-lain kaedah (termasuk penggunaan multimedia), kadar boleh dirundingkan mengikut kadar sebenar, pukal dengan butiran kos dan sebagainya. 3. Ketua penemuduga bergantung pada kelayakan dan pengalaman: - RM1,200 sehingga RM2,500 sebulan 4. Kaedah yang paling sesuai dan menjimatkan hendaklah digunakan dalam melaksanakan urusan kaji selidik ini.

LAMPIRAN 2

SKALA GAJI POKOK MAKSIMUM KAKITANGAN IKHTISAS (KAKITANGAN SEMENTARA – IJAZAH SARJANA MUDA DAN KE ATAS)

TAHUN PENGALAMAN	KADAR GAJI POKOK (RM) (Sebelum 1 Januari 2015)	KADAR GAJI POKOK (RM) (Mulai 1 Januari 2015)
Kurang setahun	2,900	3,335
1	3,000	3,450
2	3,150	3,623
3	3,300	3,795
4	3,450	3,968
5	4,000	4,600
6	4,200	4,830
7	4,400	5,060
8	4,600	5,290
9	4,800	5,520
10	5,800	6,670
11	6,100	7,015
12	6,400	7,360
13	6,700	7,705
14	7,000	8,050
15	7,300	8,395
16	7,600	8,740
17	7,900	9,085
18	8,200	9,430
19	8,500	9,775
20	9,000	10,350
21	9,300	10,695
22	9,600	11,040
23	9,900	11,385
24	10,200	11,730
25	11,200	12,880
26	11,700	13,455
27	12,200	14,030
28	12,700	14,605
29	13,200	15,180
30 dan keatas	14,200	16,330

LAMPIRAN 3

SKALA GAJI MAKSIMUM KAKITANGAN SEPARA IKHTISAS/ CLERK OF WORK[1] – COW (KAKITANGAN SEMENTARA)

TAHUN PENGALAMAN	KADAR GAJI 1 (TANPA DIPLOMA) (Sebelum 1 Januari 2015)	KADAR GAJI 1 (TANPA DIPLOMA)[2] (Mulai 1 Januari 2015)	KADAR GAJI 2 (DENGAN DIPLOMA) (Sebelum 1 Januari 2015)	KADAR GAJI 2 (DENGAN DIPLOMA)[3] (Mulai 1 Januari 2015)
Kurang setahun	1,800	2,250	2,100	2,625
1	1,890	2,363	2,190	2,738
2	1,980	2,475	2,280	2,850
3	2,070	2,588	2,370	2,963
4	2,160	2,700	2,460	3,075
5	2,250	2,813	2,550	3,188
6	2,340	2,925	2,640	3,300
7	2,430	3,038	2,730	3,413
8	2,520	3,150	2,820	3,525
9	2,610	3,263	2,910	3,638
10	2,700	3,375	3,000	3,750
11	2,830	3,538	3,300	4,125
12	2,930	3,663	3,400	4,250
13	3,030	3,788	3,500	4,375
14	3,130	3,913	3,600	4,500
15	3,230	4,038	3,700	4,625
16	3,330	4,163	3,800	4,750
17	3,430	4,288	3,900	4,875
18	3,530	4,413	4,000	5,000
19	3,630	4,538	4,100	5,125
20	3,730	4,663	4,200	5,250
21	3,880	4,850	4,600	5,750
22	4,000	5,000	4,720	5,900
23	4,120	5,150	4,840	6,050
24	4,240	5,300	4,960	6,200
25	4,360	5,450	5,080	6,350
26	4,480	5,600	5,200	7,080
27	4,600	5,750	5,320	7,280
28	4,720	5,900	5,440	7,470
29	4,840	6,050	5,560	7,670
30 dan keatas	4,960.00	6,200	5,680.00	7,860

[1] Jadual di atas adalah untuk Clerk of Work (COW) dan bukannya untuk kerani pentadbiran. Kerani Pentadbiran adalah tidak dibenarkan dituntut oleh perunding dan perlu ditanggung sendiri oleh perunding kerana sebahagiannya telah dimasukkan di dalam komponen Faktor Pengganda.

[2] Tanpa Diploma adalah bermaksud kakitangan yang memiliki kelayakan sama ada Sijil Politeknik atau setara/STPM/SPM

[3] Dengan Diploma adalah bermaksud kakitangan yang memiliki kelayakan Diploma yang diiktiraf oleh Jabatan Perkhidmatan Awam.

LAMPIRAN 4

SKALA GAJI MAKSIMUM PENGARAH (PEMILIK FIRMA)/ RAKAN KONGSI (*SHAREHOLDERS*)

TAHUN PENGALAMAN	KADAR GAJI (RM)
5	6,000
6	6,300
7	6,600
8	6,900
9	7,200
10	7,500
11	7,800
12	8,100
13	8,400
14	8,700
15	9,000
16	9,300
17	9,600
18	9,900
19	10,200
20	10,500
21	10,800
22	11,100
23	11,400
24	11,700
25	12,000
26	12,300
27	12,600
28	12,900
29	13,200
30	13,500
31 dan ke atas	13,800

LAMPIRAN 5

FAKTOR PENGGANDA (FP) MAKSIMUM PERUNDING BAGI PENETAPAN YURAN SECARA KAEDAH INPUT MASA

	KATEGORI KAKITANGAN/PERUNDING	FAKTOR PENGGANDA	PERINCIAN KOMPONEN
A	**PERUNDING TEMPATAN**		
1	Kakitangan Ikhtisas Firma Yang Dilantik (kakitangan tetap/sementara)	2.7	**Jadual 1 di Lampiran 6**
2	Kakitangan Separa Ikhtisas/Sokongan Teknikal Firma Yang Dilantik (kakitangan tetap/sementara)	2.1	**Jadual 2 di Lampiran 6**
3	Semua Kategori Tenaga Pengajar Universiti Awam/Swasta .	2.2	**Lampiran 7**
B	**PERUNDING ASING[1]**		
5	Peruding Asing yang *dioutsource* oleh firma yang dilantik	1.0 (berdasarkan *Charge Rate*)	**Lampiran 8**
C	**PERUNDING INDIVIDU**		
6	Perunding Individu tempatan yang dilantik terus oleh Agensi Kerajaan	1.6	**Lampiran 9**
7	Perunding Individu Asing yang dilantik terus oleh Agensi Kerajaan (bagi perolehan yang tidak tertakluk kepada FTA)	1.0 (berdasarkan *Charge Rate*)	**Lampiran 8**

[1] Perunding asing bagi perolehan yang tidak tertakluk kepada FTA

LAMPIRAN 6

JADUAL 1 : KOMPONEN FP BAGI KAKITANGAN IKHTISAS FIRMA

Component for Multiplier	***Component Ratio***
A. Benefits of Named Employee	
Salary	1.00
Bonus, Allowance, Perks & Leave	0.37
EPF/SPF	0.11
SOCSO	0.01
Training	0.02
Subscription to professional bodies, permits and licenses	0.05
Health and medical benefits	0.03
Retirement/superannuation funds	0.03
B. Firm's Overhead	
Rental	0.10
Group Insurance	0.05
Utilities and office supplies	0.05
IT hardware/ network	0.03
Software	0.04
Systems (e.g. ISO, library)	0.02
Professional services including secretarial, audit and legal	0.04
Salaries of non-billable staff including administrative/directors	0.20
Research and development	0.02
Depreciation/amortization	0.07
Cost of capital	0.10
Profit before tax	0.20
Others	0.16
TOTAL	**2.70**

JADUAL 2 : KOMPONEN FP BAGI KAKITANGAN SEPARA IKHTISAS/SOKONGAN TEKNIKAL FIRMA

Component for Multiplier	***Component Ratio***
A. Benefits of Named Employee	
Salary	1.00
Bonus, Allowance, Perks & Leave	0.15
EPF/SPF	0.11
SOCSO	0.02
Training	0.01
Health and medical benefits	0.02
B. Firm's Overhead	
Rental	0.04
Group Insurance	0.03
Utilities and office supplies	0.04
IT hardware/ network	0.01
Software	0.03
Systems (e.g. ISO, library)	0.01
Professional services including secretarial, audit and legal	0.02
Salaries of non-billable staff including administrative/directors	0.17
Depreciation/amortization	0.07
Cost of capital	0.10
Profit before tax	0.20
Others	0.07
TOTAL	**2.10**

LAMPIRAN 7

KOMPONEN FP BAGI SEMUA KATEGORI TENAGA PENGAJAR UNIVERSITI AWAM/SWASTA

Component for Multiplier	***Component Ratio***
A. Benefits of Named Employee	
Salary	1.00
Incentive & Leave	0.50
Research and Development	0.05
B. University Consultancy Bureau's fee	0.30
C. Firm's Overhead	
Utilities and office supplies	0.05
IT hardware	0.03
Profit	0.20
Others	0.07
TOTAL	**2.20**

LAMPIRAN 8

JADUAL 1 : KOMPONEN *CHARGE RATE* BAGI PERUNDING ASING[1]

Component for Charge Rate
1. Salary
2. Social Charges
3. Overhead
4. Consultant's Fee
5. Other Costs
6. Leave
TOTAL = 1.00

[1] Perunding asing bagi perolehan yang tidak tertakluk kepada FTA

LAMPIRAN 9

KOMPONEN FP BAGI PERUNDING INDIVIDU TEMPATAN YANG DILANTIK TERUS OLEH AGENSI KERAJAAN

Component for Multiplier	***Component Ratio***
Salary *(based on current basic salary or last drawn basic salary for retiree)*	1.00
Handling & Administratives	0.50
Research and Development	0.05
Others	0.05
TOTAL	**1.60**

LAMPIRAN 10

YURAN PERUNDING SECARA INPUT MASA
(Contoh bagi kajian)

Nama	Jawatan	Tempoh Pengalaman (tahun)	GP (RM)	FP	IM*	Jumlah (RM)
A. KAKITANGAN IKHTISAS						
Ir. Dr. Mohd. Amin Mohd. Som **(Kakitangan tetap)**	Pengarah Projek	31	13,800.00	2.5**	1	34,500.00
Dr. Anuar Abdul Rahim **(Kakitangan tetap)**	Ketua Penyelidik *(Soil ECF Mapping)*	12	8,112.00	2.5**	3	60,840.00
Prof. Dr. Azmi Yahya **(Tenaga pengajar universiti awam)**	Ketua Penyelidik *(Yield Mapping)*	14	9,600.00	1.9**	3	54,720.00
Ir. Dr. Mohd. Amin Mohd. Som **(Kakitangan tetap)**	Ketua Penyelidik *(Water Quality Management)*	31	13,800.00	2.5**	11	379,500.00
Dr. Rudi Van Der Kerkorf **(Perunding asing)**	*GIS Mapping & Modelling Specialist*	25	32,000.00	1.0**	2	64,000.00
En Ezrin Mohd Husin **(Kakitangan sementara)**	Pegawai Penyelidik *(Soil ECF Mapping)*	6 bulan	2,900.00***	2.5**	8	58,000.00
Dr. Halimah Jeffri **(Kakitangan sementara)**	Rakan Penyelidik *(Yield Mapping)*	24	11,000.00***	2.5**	8	220,000.00
Ir. Hishamuddin Jamaludin **(Kakitangan tetap)**	Rakan Penyelidik *(Water Quality Management)*	9	5,033.00	2.5**	8	100,660.00
				JUMLAH YURAN IKHTISAS		**972,220.00**
B. KAKITANGAN SEPARA IKHTISAS						
Zakaria Ismail **(Kakitangan tetap)**	Penolong Penyelidik *(Soil ECF Mapping)*	6 bulan	1,500.00	2.0**	12	36,000.00
Mohd. Roshdi Zamri **(Kakitangan tetap)**	Penolong Penyelidik *(Yield Mapping)*	1	1,700.00	2.0**	12	40,800.00
Rahim Ghous **(Kakitangan sementara)**	Penolong Penyelidik *(Water Quality Management)*	6 bulan	2,625.00	2.0**	12	63,000.00
				JUMLAH YURAN SEPARA IKHTISAS		**139,800.00**
C. PERKERANIAN						
Hafiz Hasri Khaludin	Kerani	5	TIDAK DIBENARKAN (Komponen penggajian kakitangan perkeranian telah terkandung dalam faktor pengganda firma)			
Norazimah Abdul Azizi	Kerani	5				
		JUMLAH YURAN PERKERANIAN				**0.00**
		JUMLAH KESELURUHAN YURAN PERUNDING				**1,112,020.00**

***Bulan**

****Firma Perunding menawarkan FP kurang daripada kadar maksimum yang ditetapkan**

*****Firma Perunding menawarkan GP kurang daripada kadar maksimum yang ditetapkan**

LAMPIRAN 11

KOS IMBUHAN BALIK
(Contoh bagi kajian)

Perkara	Butiran	Jumlah (RM)
i) Travel, Accomodation & Subsistence		
Perunding Asing:		
• Airfare (Amsterdam-Bound Flight) – 1 orang	RM5,000 x 1 *orang*	5,000.00
• Accomodation (Hotel)	-	0.00
• Subsistence (per diem)	RM310.00 x 45 days	13,950.00
Perunding Tempatan: Penyelidik		
• Accomodation (Hotel) – 6 orang	RM250.00* x 10 lawatan x 2 hari x 6 orang	30,000.00
• Subsistence (elaun makan) – 6 orang	RM60.00 x 10 lawatan x 2 hari x 6 orang	7,200.00
Perunding Tempatan: Pembantu Penyelidik		
• Accomodation (Hotel) – 3 orang	RM190.00* x 10 lawatan x 4 hari x 3 orang	22,800.00
• Subsistence (elaun makan) - 3 orang	RM40.00 x 10 lawatan x 4 hari x 3 orang	4,800.00
ii) Mileage		
• Mileage, Tol, Parking dan sewaan kenderaan	*As per bill*	25,000.00
iii) *Office Operating Cost*		
• Communication (Fax, Postage, etc)	*As per bill*	16,500.00
iv) Perkhidmatan Sewa		
• Rental cost for transportation of machineries	*As per bill*	6,000.00
iv) Product Development & Data Analisis		
• Purchase aerial photo, GPS Points, Automatic Aerial Triangulation Model, etc.	*As per bill*	181,800.00
v) Report		
• Inception, Interim, Final Draft& Final Report	*As per bill*	18,500.00
	JUMLAH KESELURUHAN KOS IMBUHANBALIK	**331,550.00**

** Dikemukakan bersama resit/bil penginapan.*

PK 3.3



KERAJAAN MALAYSIA

Kriteria Penilaian Perunding

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PK3.3 KRITERIA PENILAIAN PERUNDING..... 1

1. Kepentingan Menetapkan Kriteria Penilaian 1

2. Kapabiliti Firma Perunding..... 3

3. Kakitangan Yang Terlibat..... 5

4. Metodologi 6

5. Program Kepastian Kualiti (*Quality Assurance Program - QA*)..... 6

6. Sesi Pembentangan Oleh Perunding (sekiranya perlu)..... 6

7. Penetapan Markah Lulus Penilaian dan Kriteria Penilaian termasuk Skema Pemarkahan..... 7

8. Kriteria Penilaian Kos..... 7

9. Tarikh Kuat Kuasa..... 8

SENARAI LAMPIRAN

Lampiran 1 : Contoh Subkriteria Bagi Kriteria Utama Penilaian Teknikal

Lampiran 2 : Contoh Kriteria Dan Subkriteria Penilaian Pra Kelayakan

PK3.3 KRITERIA PENILAIAN PERUNDING

1. Kepentingan Menetapkan Kriteria Penilaian

1.1. Jawatankuasa Penilaian Perunding (JPP) adalah bertanggungjawab dalam memastikan bahawa sebelum projek/kajian diiklankan, kriteria dan sub kriteria penilaian hendaklah terlebih dahulu ditentukan. Pindaan ke atas kriteria dan sub kriteria selepas projek/kajian diiklankan adalah tidak dibenarkan. Kriteria dan sub kriteria penilaian beserta peratus wajaran hendaklah disertakan bersekali dalam dokumen pelawaan perunding.

1.2. Secara amnya, proses penilaian cadangan perunding akan dilaksanakan dalam 2 peringkat saringan dengan peratus wajaran yang diberikan adalah ditetapkan seperti berikut:

Bil.	Peringkat Penilaian	Peratus Wajaran (%)
1.	Penilaian Teknikal	80
2.	Penilaian Kos	20
Jumlah		**100**

1.3. Kriteria utama penilaian teknikal dan peratus wajaran hendaklah ditetapkan seperti berikut :

1.3.1. Projek Pembangunan Fizikal

Bil.	Kriteria Utama Penilaian Teknikal	Peratus Wajaran[1] (%)	
		A	B
1.	Kapabiliti Firma Perunding;	35	35
2.	Kakitangan Yang Terlibat;	30	30
3.	Metodologi;	30	25
4.	Program Kepastian Kualiti; dan/atau	5	5
5.	Sesi pembentangan oleh perunding (sekiranya perlu)	-	5
Jumlah		**100**	**100**

[1]Pilih Wajaran A sekiranya tiada sesi pembentangan oleh perunding

1.3.2. Kajian

Bil.	Kriteria Utama Penilaian Teknikal	Peratus Wajaran[2] (%)	
		A	B
1.	Kapabiliti Firma Perunding;	25	25
2.	Kakitangan Yang Terlibat;	35	35
3.	Metodologi;	35	30
4.	Program Kepastian Kualiti; dan/atau	5	5
5.	Sesi pembentangan oleh perunding (sekiranya perlu)	-	5
Jumlah		**100**	**100**

[2]Pilih Wajaran A sekiranya tiada sesi pembentangan oleh perunding

1.3.3. Pra Kelayakan

Bil.	Kriteria Utama Penilaian Teknikal	Peratus Wajaran (%)
1.	Kapabiliti Firma Perunding	50
2.	Kakitangan Yang Terlibat	50
Jumlah		**100**

1.4. Kriteria utama dan peratus wajaran seperti di atas adalah mandatori. Walau bagaimanapun, Agensi diberi fleksibiliti untuk menetapkan sub kriteria dan pemarkahan bagi setiap sub kriteria mengikut keperluan projek dan kreativiti Agensi. Contoh kriteria penilaian teknikal di **Lampiran 1** dan kriteria penilaian teknikal pra kelayakan di **Lampiran 2** hanyalah sebagai panduan dan adalah tidak mandatori. Walau bagaimanapun, kriteria, subkriteria dan skema pemarkahan hendaklah ditetapkan dan diluluskan oleh JPP sebelum projek/kajian diiklankan dan tidak boleh dipinda setelah ianya diiklankan.

1.5. Bagi membantu JPP dalam membuat penilaian teknikal dengan lebih terperinci, JPP hendaklah menetapkan subkriteria-subkriteria bagi setiap kriteria utama di atas dan menentukan wajaran yang bersesuaian.

2. Kapabiliti Firma Perunding

2.1. Di dalam mengenalpasti kapabiliti sesebuah firma dalam melaksanakan sesuatu projek/kajian, JPP boleh membuat penilaian dengan menetapkan peratus wajaran yang bersesuaian ke atas sub kriteria berikut :

2.1.1. **Berdaftar dengan Kementerian Kewangan**
Tempoh pendaftaran dengan Kementerian Kewangan hendaklah masih sah sekurang-kurangnya tiga (3) bulan daripada tarikh tender diiklankan/surat dipelawa.

2.1.2. **Berdaftar di bawah kod bidang yang berkaitan**
Berdaftar di bawah kod bidang yang berkaitan yang ditetapkan oleh Agensi.

2.1.3. **Pendaftaran perunding masih sah bagi profesion yang etika perkhidmatannya dikawal oleh Lembaga Profesional masing-masing atau badan kawalan yang diiktiraf**
Tempoh pendaftaran perunding dengan Lembaga Profesional hendaklah masih sah semasa tarikh tutup tender.

2.1.4. **Saiz dan keupayaan firma perunding bersesuaian dengan projek/kajian**

(i) Bilangan kakitangan profesional perunding hendaklah mencukupi bagi melaksanakan sesuatu projek/kajian. Bagi memastikan projek kerajaan dilaksanakan dengan lebih cekap dan berkesan serta menjaga kepentingan kerajaan, jadual di bawah boleh digunakan sebagai panduan Agensi:

Kategori	Kos Projek (RM)	Bilangan Minimum Profesional[1]			
		C&S	Arkitek	QS	M&E
A	300 juta dan ke atas	4	4	4	4
B	100 juta sehingga 300 juta	3	3	3	3
C	30 juta sehingga 100 juta	2	2	2	2
D	Kurang daripada 30 juta	1	1	1	1

[1] Kakitangan Profesional adalah individu yang berdaftar dengan Lembaga Profesional dengan gelaran profesional. Contohnya Arkitek (gelaran : AR), Ingenieur (gelaran : IR), Surveyor (gelaran : SR) dan lain-lain.

(ii) Firma perunding adalah dibenarkan untuk *outsource* kakitangan sementara atau bergabung dengan firma lain secara *project basis* bagi memenuhi bilangan minima profesional yang ditetapkan oleh Agensi. Gabungan dengan firma lain hendaklah dipastikan ianya adalah turut berdaftar dengan MOF.

2.1.5. **Kepakaran perunding dalam berurusan dengan Pihak Berkuasa Tempatan bagi pengemukaan dokumen permohonan Kebenaran Merancang/Kelulusan Pelan Bangunan (subkriteria ini tidak terpakai bagi perolehan FTA)**

Kekerapan perunding berurusan dengan PBT di lokaliti projek yang akan dilaksanakan.

2.1.6. **Nisbah ekuiti bumiputera (subkriteria ini tidak terpakai bagi perolehan FTA)**

Nisbah ekuiti Bumiputera berbanding ekuiti Bukan Bumiputera/Asing.

2.1.7. **Firma Tempatan di negeri projek/kajian (subkriteria ini tidak terpakai bagi perolehan FTA)**

Firma mempunyai ibu pejabat/ cawangan di lokaliti projek.

2.1.8. **Pengalaman firma dalam melaksanakan projek/kajian;**

(i) Bilangan dan jumlah nilai kerja bagi projek/kajian seumpana yang pernah dilaksanakan oleh firma; dan

(ii) Bilangan dan jumlah nilai kerja bagi projek/kajian umum yang pernah dilaksanakan oleh firma.

2.1.9. **Prestasi firma perunding;**

(i) Perunding mempunyai prestasi perkhidmatan yang baik bagi projek/kajian Kerajaan yang dilaksanakan sebelum ini sama ada berdasarkan pengalaman Agensi Pelaksana/ Agensi Pelanggan/ Agensi lain;

(ii) Perunding bebas daripada tindakan tatatertib oleh Lembaga Profesional dan Kementerian Kewangan;

(iii) Perunding tidak digulungkan; dan

(iv) Firma/ pemilik/ rakan kongsi/ pengarah tidak disabitkan atas kesalahan jenayah di dalam atau luar Malaysia.

2.1.10. **Beban Kerja**
Bilangan dan jumlah nilai kerja dalam tangan perunding pada ketika tender/pelawaan dibuat.

2.1.11. **Kedudukan kewangan firma perunding; dan**
Kedudukan kewangan firma yang kukuh berdasarkan Penyata Kewangan Tahunan untuk tempoh 3 tahun terkini, penyata KWSP dan SOCSO untuk tempoh 3 bulan terkini dengan menggunakan mana-mana formula kewangan yang bersesuaian.

2.1.12. Kriteria lain yang bersesuaian.

3. Kakitangan Yang Terlibat

3.1. Bagi mengenalpasti kakitangan yang terlibat dalam melaksanakan sesuatu projek/kajian, JPP boleh membuat penilaian dengan menetapkan peratus wajaran yang bersesuaian ke atas sub kriteria berikut :

3.1.1. Bilangan Kakitangan Dalam Pasukan Projek
(i) Bilangan kakitangan tempatan berbanding kakitangan asing;
(ii) Bilangan kakitangan tetap dan sementara; dan
(iii) Bilangan kakitangan pakar (*key person*) bagi projek/kajian

3.1.2. Status Kakitangan Dalam Pasukan Projek:
Status kakitangan firma di dalam pasukan projek sama ada kakitangan tetap atau sementara

3.1.3. Kelayakan dan Pengalaman Pasukan Projek
Agensi dinasihati untuk menyediakan format *curriculum vitae* (cv) yang seragam bagi memudahkan proses penilaian dibuat. Format tersebut hendaklah mengandungi maklumat asas seperti berikut:

(i) Umur;
(ii) Tempoh Pengalaman Profesional;
(iii) Senarai Nama Projek/Kajian yang pernah dilaksanakan sama ada dalam negara atau luar negara;

(iv) Anugerah yang diperolehi (sekiranya ada);
(v) Kelulusan Akademik/Sijil Profesional;
(vi) Tahun kelulusan Akademik/Sijil Profesional yang diperolehi; dan
(vii) Pendaftaran dengan Badan Profesional (sekiranya berkaitan).

4. Metodologi

4.1. Bagi mengenalpasti kesesuaian metodologi sesuatu projek/kajian, JPP boleh membuat penilaian dengan menetapkan peratus wajaran yang bersesuaian ke atas sub kriteria berikut :

4.1.1. Metodologi yang dicadangkan oleh perunding menepati terma rujukan;

4.1.2. Rangka kerja/aktiviti yang dicadangkan oleh perunding. Rangka kerja seharusnya juga mengandungi aktiviti pemantauan dan pelaporan oleh perunding; dan

4.1.3. Carta pasukan kerja berserta peranan dan tanggungjawab setiap ahli pasukan.

5. Program Kepastian Kualiti (*Quality Assurance Program - QA*)

5.1. Sekiranya firma perunding mempunyai/melaksanakan program QA, firma berkenaan wajar diberikan permarkahan yang tinggi. Contoh program QA adalah seperti berikut:

5.1.1. Program pembangunan kompetensi kakitangan firma;
5.1.2. Inovasi;
5.1.3. ISO/MS-ISO;atau
5.1.4. Lain-lain yang bersesuaian

6. Sesi Pembentangan Oleh Perunding (sekiranya perlu)

6.1. Sesi pembentangan oleh perunding hanya boleh dilaksanakan sekiranya Agensi tidak mempunyai sebarang sumber rujukan/pengetahuan dalam bidang projek/kajian yang ingin dilaksanakan.

6.2. Sesi pembentangan oleh perunding hanya boleh dilaksanakan bagi firma yang lulus pra kelayakan atau yang telah disenarai pendek atau lulus peringkat penilaian kecukupan dokumen mandatori dan hendaklah dipanggil untuk sesi pembentangan pada hari yang sama.

6.3. Sesi pembentangan hendaklah dilaksanakan oleh JPP dan setiap perunding yang dipanggil hendaklah membuat pembentangan secara berasingan.

6.4. Jenis dan bilangan soalan kepada perunding hendaklah diselaraskan dan tempoh masa pembentangan yang diberikan hendaklah sama.

7. Penetapan Markah Lulus Penilaian dan Kriteria Penilaian termasuk Skema Pemarkahan

7.1. JPP hendaklah menetapkan kritera, subkriteria, skema pemarkahan dan markah lulus penilaian teknikal mengikut kesesuaian TOR projek/kajian sebelum tender diiklankan.

7.2. JPP tidak dibenarkan untuk meminda kritera, subkriteria, skema pemarkahan dan markah lulus penilaian teknikal setelah tender diiklankan. Oleh itu, JPP hendaklah memastikan sub kriteria dan markah lulus penilaian teknikal yang ditetapkan hendaklah munasabah. Sekiranya, semua petender gagal memenuhi kriteria dan markah lulus yang ditetapkan, perolehan hendaklah ditender semula secara tender terbuka.

8. Kriteria Penilaian Kos

8.1. Penilaian Kos hendaklah dilaksanakan dengan memastikan tawaran kos firma adalah betul dan menepati perkara-perkara berikut :

8.1.1. Faktor Pengganda yang digunakan tidak melebihi pekali yang ditetapkan di dalam manual;

8.1.2. Sekiranya melibatkan perunding asing bagi perolehan yang tidak tertakluk dengan FTA , pengiraan yuran Input Masa hendaklah secara charge rate berdasarkan dokumen sokongan perunding;

8.1.3. Butiran dan kadar imbuhan balik hendaklah tidak melebihi kadar yang telah ditetapkan oleh Kementerian Kewangan;

8.1.4. Sebarang kesilapan pengiraan kos perkhidmatan perunding sama ada yuran perunding ataupun imbuhan balik di dalam cadangan perunding (arithmetic error) hendaklah diperbetulkan;

8.1.5. Gaji kakitangan sementara firma perunding hendaklah tidak melebihi skala yang diluluskan oleh Kementerian Kewangan;

8.1.6. Gaji kakitangan tetap firma hendaklah hendaklah berdasarkan gaji pokok kakitangan yang disenaraikan dan disahkan oleh Prinsipal firma; dan

8.1.7. Lain-lain perkara yang berkaitan (sekiranya ada).

9. Tarikh Kuat Kuasa

9.1 Peraturan ini berkuat kuasa mulai **29 November 2022**.

LAMPIRAN

LAMPIRAN 1

CONTOH SUBKRITERIA BAGI KRITERIA UTAMA PENILAIAN TEKNIKAL
(Sekiranya tidak melibatkan sesi pembentangan oleh perunding)

Kriteria Utama		Subkriteria		Pemarkahan	Wajaran (%)
1	Kapabiliti Firma Perunding[1]	a.	Lokasi ibu pejabat/cawangan firma di negeri projek/kajian (10%)**	1. Ya 2. Tidak	10 5
		b.	Projek/kajian yang seumpama yang pernah dilaksanakan sama ada projek/kajian Kerajaan/ Swasta/ Negara Luar (30%)	1. Bil. projek/kajian melebihi 3 2. Bil. projek/ kajian tidak melebihi 3 3. Tiada projek/kajian seumpama	30 20 5
		c.	Pengalaman firma secara umumsama ada projek/kajian Kerajaan/ Swasta/ Negara Luar (20%)	1. Bil. projek/kajian melebihi 3 2. Bil. projek/ kajian tidak melebihi 3 3. Tiada projek/kajian seumpama yang disenaraikan	20 10 5
		d.	Lantikan bagi semua projek Kerajaan yang telah ditawarkan bagi 3 tahun terkini (10%)**	1. Tidak pernah ditawarkan projek Kerajaan 2. Nilai Lantikan Rendah 3. Nilai LantikanTinggi	10 5 0
		e.	Kerja dalam tangan bagi semua projek Kerajaan/Swasta (10%)	1. Tiada Beban 2. Kurang Beban 3. Tinggi Beban	10 5 0
		f.	Ekuiti bumiputera (10%)**	1. Melebihi 50% 2. Tidak Melebihi 50% 3. Tiada	10 3 2
		g.	Kedudukan Kewangan Firma (10%)	1. Memuaskan 2. Sederhana 3. Tidak Memuaskan	10 5 0
	Wajaran : 35%		Jumlah Wajaran Subkriteria		/100 ; dan /35
2	Kakitangan Yang Terlibat	a.	Bilangan/Pengalaman kakitangan firma : 1. Pengurusan (Pengarah/Pengurus) 2. Key Personnel (Profesional/Perunding Pakar) 3. Ikhtisas lain	JPP hendaklah menetapkan petunjuk dan wajaran yang bersesuaian bagi setiap kategori kakitangan dengan mengambil kira kelayakan dan pengalaman	20 30 20
		b.	Bilangan kakitangan sementara	1. Tiada 2. Tidak Melebihi 50% 3. Melebihi 50%	20 10 5
		c.	Anugerah yang diperolehi oleh firma/kakitangan	1. Ada 2. Tiada	5 0
		d.	Sijil pendaftaran dengan Badan Profesional dikemukakan bagi setiap kakitangan profesional	1. Ada 2. Tiada	5 0
	Wajaran : 30%		Jumlah Wajaran Subkriteria		/100; dan /30

Kriteria Utama		Subkriteria		Pemarkahan	Wajaran (%)
3.	Metodologi	a.	Metodologi yang dicadangkan (50%)	1. Memuaskan 2. Sederhana 3. Tidak memuaskan	50 25 0
		b.	Jadual Kerja/Aktiviti Pelaksanaan Projek/Kajian (25%)	1. Ada 2. Tiada	25 0
		c.	Carta pasukan kerja berserta peranan dan tanggungjawab setiap ahli pasukan (25%)	1. Ada 2. Tiada	25 0
	Wajaran : 30%		Jumlah Wajaran Subkriteria		/100; dan /30
4.	Program Kepastian Kualiti (QA)	JPP hendaklah menetapkan petunjuk dan wajaran yang bersesuaian (100%)			100
	Wajaran : 5%		Jumlah Wajaran Subkriteria		/100; dan /5
				JUMLAH KESELURUHAN (35% +30% +30% +5%)	**/100**

Nota [1]:

1. Bagi perolehan perunding yang melibatkan rekabentuk dan kreativiti (contohnya perunding Arkitek, perunding Hiasan Dalaman, perunding Lanskap dan sebagainya, Agensi boleh menetapkan subkriteria yang melibatkan penilaian kreativiti rekabentuk perunding.

2. Penetapan wajaran dan pemarkahan boleh ditetapkan oleh Agensi.

3. Penilaian boleh dinilai berdasarkan projek-projek lepas yang disertakan di dalam pengemukaan profil perunding.

4. Sekiranya terdapat keperluan bagi penilaian aras kreativiti rekabentuk dengan pengemukaan lukisan konsep, hendaklah dilaksanakan selaras dengan kaedah Tender Terbuka Pra Kelayakan.

5. ** Tidak terpakai untuk perolehan di bawah FTA.

LAMPIRAN 2

CONTOH KRITERIA DAN SUBKRITERIA PENILAIAN PRA KELAYAKAN

Kriteria Penilaian Pra Kelayakan		Subkriteria		Pemarkahan	Wajaran (%)
A. KAPABILITI FIRMA					
A1	Pendaftaran dengan Kementerian Kewangan	a.	1. Bagi pelawaan yang hanya membenarkan penyertaan firma perunding yang berdaftar dengan MOF, syarat permarkahan adalah seperti di sebelah. (atau)	1. Berdaftar (tempoh pendaftaran masih sah) 2. Tidak Berdaftar / tempoh pendaftaran dengan MOF telah luput	100 0
			2. Bagi pelawaan yang mendapat kelulusan MOF untuk dibuka kepada firma yang tidak berdaftar /firma asing, syarat pemarkahan adalah seperti di sebelah (100%)	1. Berdaftar (tempoh pendaftaran masih sah) 2. Tidak berdaftar/firma asing/tempoh pendaftaran dengan MOF telah luput (mengemukakan profil firma dan kakitangan) 3. Tidak berdaftar/firma asing/tempoh pendaftaran dengan MOF telah luput (tidak mengemukakan profil firma dan kakitangan)	100 60 0
	Wajaran : 10%		**Jumlah Wajaran Subkriteria**		**/100 ; dan /10**
A2	Senarai projek/kajian umum dan yang seumpama yang pernah dilaksanakan sama ada projek/kajian Kerajaan/ Swasta/ Negara Luar	a.	Mengemukakan senarai projek/kajian (10%)	1. Ya 2. Tidak	10 0
		b.	Pengalaman firma secara umum sama ada projek/kajian Kerajaan/ Swasta/ Negara Luar (40%)	1. Bil. projek/kajian melebihi 3 2. Bil. projek/ kajian tidak melebihi 3 3. Tiada projek/kajian seumpama yang disenaraikan	40 10 5
		c.	Projek/kajian yang seumpama yang pernah dilaksanakan sama ada projek/kajian Kerajaan/ Swasta/ Negara Luar (50%)	1. Bil. projek/kajian melebihi 3 2. Bil. projek/ kajian tidak melebihi 3 3. Tiada projek/kajian seumpama yang disenaraikan	50 20 5
	Wajaran : 30%		**Jumlah Wajaran Subkriteria**		**/100 ; dan /30**
A3	Penyata Aliran Tunai bagi 3 tahun terkini, Penyata KWSP dan SOCSO bagi 3 bulan terkini atau Perishtiharan jumlah emolumen setiap staf	a.	Mengemukakan salinan penyata aliran tunai terkini (20%)	1. Ada 2. Tiada	20 0
		b.	Kedudukan Kewangan Firma (80%)	1. Memuaskan 2. Sederhana 3. Tidak Memuaskan	80 60 0
	Wajaran : 10%		**Jumlah Wajaran Subkriteria**		**/100 ; dan /10**
				JUMLAH MARKAH (A. KAPABILITI FIRMA - 10% +30% +10%)	/50

Kriteria Penilaian Pra Kelayakan		Subkriteria		Pemarkahan	Wajaran (%)
B. KAKITANGAN YANG TERLIBAT					
B1	Maklumat kakitangan ikhtisas firma yang dicadangkan bagi pelaksanaan projek/kajian	a.	Bilangan/Pengalaman kakitangan firma : 1. Pengurusan (Pengarah/Pengurus) 2. KeyPersonnel (Profesional/Perunding Pakar) 3. Ikhtisas lain (70%)	JPP hendaklah menetapkan petunjuk dan wajaran yang bersesuaian bagi setiap kategori kakitangan	 20 30 20
		b.	Bilangan kakitangan sementara (20%)	1. Tiada 2. Tidak Melebihi 50% 3. Melebihi 50%	20 10 5
		c.	Anugerah yang diperolehi oleh firma/kakitangan (5%)	1. Ada 2. Tiada	5 0
		d.	Mengemukakan salinan sijil pendaftaran kakitangan ikhtisas dengan Badan Profesional dikemukakan bagi setiap kakitangan profesional (5%)	1. Mencukupi 2. Dikemukakan tetapi tidak mencukupi 3. Tidak dikemukakan	5 2 0
	Wajaran : 50%		**Jumlah Wajaran Subkriteria**		**/100 ; dan /50**
				JUMLAH MARKAH (B. KAKITANGAN YANG TERLIBAT - 50%)	/50
				JUMLAH KESELURUHAN (A + B)	**/100**

PK 3.4



KERAJAAN MALAYSIA

Dokumen Pelawaan Perunding

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PK 3.4 DOKUMEN PELAWAAN PERUNDING.....1

1. Kandungan Dokumen Pelawaan 1

2. Edaran Dokumen Pelawaan.....5

3. Tarikh Kuat Kuasa.....5

SENARAI LAMPIRAN

Lampiran 1 : Format *Declaration Form*

Lampiran 2 : Surat Pelawaan Mengemukakan Cadangan Secara Lantikan Terus Beserta Kos Siling

Lampiran 3 : Surat Pelawaan Mengemukakan Cadangan Secara Tender Terbuka

Lampiran 4 : Surat Pelawaan Mengemukakan Cadangan Secara Tender Terbuka Pra Kelayakan (Peringkat 1)

Lampiran 5 : Surat Pelawaan Mengemukakan Cadangan Secara Tender Terbuka Melalui Pra Kelayakan (Peringkat 2)

Lampiran 6 : Senarai Edaran Dokumen

PK 3.4 DOKUMEN PELAWAAN PERUNDING

1. Kandungan Dokumen Pelawaan

1.1. Dokumen Pelawaan bagi kaedah **Lantikan Terus Beserta Kos Siling** hendaklah sekurang-kurangnya mengandungi lapan (8) perkara penting iaitu:

1.1.1. Nombor Siri Dokumen;
1.1.2. Maklumat, Arahan & Syarat Kepada Perunding;
1.1.3. Terma Rujukan;
1.1.4. Surat Pelawaan;
1.1.5. Surat Akuan Perunding;
1.1.6. Format Cadangan Teknikal;
1.1.7. Format Cadangan Kos; dan
1.1.8. Draf Perjanjian Piawai Perkhidmatan Perunding.

1.2. Dokumen Pelawaan bagi kaedah **Tender Terbuka** hendaklah sekurang-kurangnya mengandungi sembilan (9) perkara penting iaitu:

1.2.1. Nombor Siri Dokumen;
1.2.2. Maklumat, Arahan & Syarat Kepada Perunding;
1.2.3. Terma Rujukan;
1.2.4. Kriteria dan Sub Kriteria Penilaian (tidak termasuk skema pemarkahan);
1.2.5. Surat Pelawaan;
1.2.6. Surat Akuan Perunding;
1.2.7. Format Cadangan Teknikal;
1.2.8. Format Cadangan Kos; dan
1.2.9. Draf Perjanjian Piawai Perkhidmatan Perunding.

1.3. Dokumen Pelawaan **Pra Kelayakan (Peringkat 1)** hendaklah sekurang-kurangnya mengandungi enam (6) perkara penting iaitu:

1.3.1. Nombor Siri Dokumen;
1.3.2. Maklumat, Arahan & Syarat Kepada Perunding;
1.3.3. Terma Rujukan Pra Kelayakan;
1.3.4. Kriteria dan Sub Kriteria Penilaian Pra Kelayakan (tidak termasuk skema pemarkahan);
1.3.5. Surat Akuan Perunding; dan
1.3.6. Format Cadangan Teknikal Pra Kelayakan.

1.4. Dokumen Pelawaan **Pra Kelayakan (Peringkat 2)** hendaklah sekurang-kurangnya mengandungi sembilan (9) perkara penting iaitu:

1.4.1. Nombor Siri Dokumen;
1.4.2. Maklumat, Arahan & Syarat Kepada Perunding;
1.4.3. Terma Rujukan;
1.4.4. Kriteria dan Sub Kriteria Penilaian (tidak termasuk skema pemarkahan);
1.4.5. Surat Pelawaan;
1.4.6. Surat Akuan Perunding;
1.4.7. Format Cadangan Teknikal;
1.4.8. Format Cadangan Kos; dan
1.4.9. Draf Perjanjian Piawai Perkhidmatan Perunding.

1.5. Nombor Siri Dokumen

1.5.1. Setiap dokumen pelawaan yang dikeluarkan oleh Agensi hendaklah diberi nombor siri bagi tujuan pengawalan dan rekod.

1.6. Maklumat, Arahan & Syarat Kepada Perunding

1.6.1. Syarat-syarat dan arahan kepada perunding perlu disertakan dalam dokumen pelawaan bagi membantu firma perunding menyediakan tawaran serta cadangan yang lengkap.

1.6.2. Arahan/syarat yang perlu dimasukkan di dalam dokumen pelawaan antaranya adalah seperti berikut:

(a) Syarat /keperluan berdaftar dengan Kementerian Kewangan dalam bidang projek/kajian berkaitan atau terbuka kepada semua firma perunding tempatan/asing;

(b) Kenyataan bahawa Kerajaan tidak terikat untuk menerima tawaran terendah atau mana-mana tawaran. Kerajaan juga berhak menerima mana-mana bahagian daripada tawaran;

(c) Penyerahan Cadangan Teknikal dan Cadangan Kos mengikut format yand ditetapkan di dalam Dokumen Pelawaan;

(d) Borang Pengisytiharan *(Declaration Form)* seperti di **Lampiran 1**;

(e) Tempoh sah laku tawaran yang ditetapkan oleh Agensi;

(f) Dokumen-dokumen perlu dikemukakan sekurang-kurangnya satu
(1) salinan *hardcopy* dan satu (1) salinan *softcopy* dalam bentuk CD atau *pendrive*. Sekiranya terdapat percanggahan maklumat di antara *softcopy* dengan *hardcopy*, Agensi hendaklah menggunakan maklumat dalam hardcopy sebagai penentu;

(g) Dokumen Cadangan Teknikal dan Cadangan Kos dihantar dalam sampul yang berasingan dan berlakri dan ditandakan "Cadangan Teknikal" dan "Cadangan Kos" di sebelah kiri setiap sampul surat berkenaan dan dialamatkan kepada Agensi yang mempelawa;

(h) Draf dokumen perjanjian piawai yang akan digunakan;

(i) Maklumat mengenai LAD;

(j) Maklumat mengenai pemberian honorarium/sagu hati/hadiah/ganjaran (sekiranya melibatkan pengemukaan lukisan reka bentuk konsep);

(k) Perincian mengenai kriteria dan sub kriteria penilaian;

(l) Penyerahan Cadangan Teknikal dan Cadangan Kos pada tarikh, masa dan lokasi yang telah ditetapkan; dan

(m) Keperluan firma perunding mengemukakan dokumen/maklumat sokongan seperti :

(i) Profil Firma (bagi firma yang tidak berdaftar dengan MOF/perunding Asing). Bagi firma yang berdaftar dengan MOF, Agensi hendaklah mendapatkan profil firma melalui www.eperolehan.gov.my

(ii) Senarai Projek yang pernah dilaksanakan sama ada secara umum/khusus

(n) Senarai lantikan bagi projek/kajian Kerajaan untuk tempoh 3 tahun terkini;

(o) Senarai projek Kerajaan dan Swasta dalam tangan;

(p) Carta ahli pasukan projek/kajian berkenaan;

(q) Jadual pelaksanaan projek/kajian;

(r) Curriculum Vitae (CV) kakitangan yang terlibat;

(s) Penyata Kewangan Tahunan untuk tempoh 3 tahun terkini;

(t) Penyata Gaji, Penyata KWSP dan SOCSO untuk tempoh 3 bulan terkini atau perisytiharan emolumen setiap kakitangan;

(u) Senarai gaji pokok kakitangan yang disahkan oleh Prinsipal firma;

(v) Pihak yang perlu ditemui/dihubungi oleh perunding jika maklumat lanjut berkaitan dengan projek/kajian diperlukan; dan

(w) Tempoh sah laku yang ditawarkan oleh firma.

1.7. Terma Rujukan

1.7.1. Agensi hendaklah menyertakan TOR yang telah diluluskan oleh JPP bersama-sama dengan dokumen pelawaan.

1.8. Kriteria & Sub Kriteria Penilaian

1.8.1. Agensi hendaklah melampirkan kriteria dan sub kriteria (tidak termasuk skema pemarkahan) yang akan digunapakai bagi tujuan penilaian di dalam dokumen pelawaan.

1.9. Surat Pelawaan

1.9.1. Format Surat Pelawaan adalah seperti berikut :

(a) Lantikan Terus Beserta Kos Siling seperti di **Lampiran 2***;*

(b) Tender Terbuka seperti di **Lampiran 3**; dan

(c) Tender Terbuka Pra Kelayakan seperti di **Lampiran 4** dan **Lampiran 5**;

1.10. Surat Akuan Perunding

1.10.1. Surat akuan perunding seperti di 1PP/PK1.

2. Edaran Dokumen Pelawaan

2.1. Bagi pelawaan secara Lantikan Terus Beserta Kos Siling, Agensi boleh mengedar Dokumen Pelawaan kepada firma yang telah dikenalpasti/disenaraipendek tanpa mengenakan bayaran kepada firma.

2.2. Bagi pelawaan secara Tender Terbuka/ Tender Terbuka Pra Kelayakan, Agensi hendaklah mengenakan bayaran bergantung kepada bilangan muka surat dokumen seperti jadual berikut tertakluk kepada kadar minimum sebanyak RM50.00 bagi satu (1) set dokumen :

Saiz Kertas	Harga Semuka
A4	**0.35 sen**
A3	**0.70 sen**
A2	**RM3.50**
A1	**RM6.50**
A0	**RM8.00**

2.3. Semua dokumen pelawaan bagi perolehan tender terbuka dan tender terbuka pra kelayakan yang telah diedarkan kepada firma hendaklah direkodkan bagi tujuan kawalan dan rekod Kerajaan. Senarai tersebut hendaklah dikemukakan kepada urusetia JPP untuk tujuan perbandingan bilangan dokumen pelawaan yang telah diedarkan dan bilangan dokumen pelawaan yang telah dikembalikan. Format Senarai Edaran Dokumen Pelawaan Tender Terbuka dan Terbuka Pra Kelayakan adalah seperti di **Lampiran 6.**

3. Tarikh Kuat Kuasa

3.1 Peraturan ini berkuat kuasa mulai **29 November 2022.**

LAMPIRAN

LAMPIRAN 1
(Draf Bahasa Melayu)

FORMAT BORANG PERAKUAN

Kebenaran Ke Atas Perkongsian Maklumat Firma

Dengan mengemukakan borang ini, pihak tuan telah membenarkan perkongsian maklumat firma tuan dengan Kerajaan Malaysia. Maklumat tersebut akan diguna pakai dalam membuat penilaian ke atas tawaran firma tuan.

Perakuan

Perakuan ini merangkumi kesemua maklumat yang dikemukakan di dalam borang ini dan maklumat yang dikemukakan di dalam dokumen tawaran berserta lampiran jadual dan dokumen sokongan.

(i) Senarai lampiran dan dokumen sokongan adalah seperti berikut:
(sila nyatakan kesemua lampiran dan dokumen sokongan)

No.	Nama lampiran/dokumen sokongan	No. Lampiran/muka surat

(ii) Saya memperakui bahawa kesemua maklumat yang dikemukakan adalah benar, lengkap dan tepat;

(iii) Saya jelas akan bahawa firma saya akan disingkirkan daripada menyertai pelawaan ini sekiranya didapati kenyataan/maklumat/dokumen yang dikemukakan adalah palsu; dan

(iv) Saya sedar akan bahawa setelah borang yang lengkap dan ditandatangani ini diserahkan, ia akan menjadi sebahagian daripada tawaran dan akan digunakan sebagai bukti ke atas perakuan ini.

Perakuan penuh

Saya, ... dengan ini memperakui dengan sepenuhnya bahawa semua maklumat dan dokumen yang disertakan bersama tawaran ini adalah benar, lengkap dan tepat, dan perakuan ini dibuat sepenuhnya dengan suci hati serta ia adalah bersamaan dengan perakuan bersumpah.

Tandatangan : .....
Nama wakil & jawatan : .....
Cop firma/syarikat : .....
Tarikh : .....

LAMPIRAN 1

FORMAT *DECLARATION FORM*

Authority to disclose firm's information

By submitting this form, you consent to release to The Government of Malaysia of all your firm's information. This information will be used to assist in evaluating your proposal.

Declaration

This declaration covers the information I have provided on this form and all the information submitted in my proposals as well as in the attached schedules and accompanying documents.

(i) The attached schedules and accompanying documents are :
(*please declare all supporting documents and schedules included in the main proposal*)

No.	Name of attached schedules/accompanying documents	Attachment/page no.

(ii) I declare that the information I have given is truthful, complete and correct.

(iii) I understand that any false statements/information/documents submitted may result in my firm's disqualification of entering this invitation to offer.

(iv) I realised that once this form has been completed and signed, it will form part of my proposal and will be used as an evidence to support this declaration.

Solemn declaration

I ..... do solemnly declare that all information and accompanying documents that I have given in the foregoing proposal is truthful, complete and correct, and I make this solemn declaration conscientinously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Signature : .....
Name of representative &designation : .....
Company's stamp : .....
Date : .....

LAMPIRAN 2

SURAT PELAWAAN MENGEMUKAKAN CADANGAN
SECARA LANTIKAN TERUS BESERTA KOS SILING

(Nama & Alamat Firma)
……..
……..

Rujukan Agensi:……..
Tarikh :……

Tuan,

PROJEK/KAJIAN:
Per: Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Adalah saya dengan hormatnya merujuk kepada perkara diatas.

2. Sukacita dimaklumkan bahawa Kerajaan berhasrat mempelawa tuan untuk mengemukakan cadangan bagi perkhidmatan perunding untuk melaksanakan projek/kajian seperti berikut:

Bil	Perkara	Maklumat
1	Nama Projek/Kajian :	(sila nyatakan tajuk projek/kajian)
2	Anggaran Kos Projek/Kajian :	(sila nyatakan anggaran kos projek/kajian)
3	Tempoh Projek/Kajian :	(sila nyatakan tempoh pelaksanaan projek/kajian-bil. minggu/bulan)
4	Kategori Projek/Kajian :	(sila nyatakan sama ada projek fizikal/kajian fizikal/kajian bukan fizikal)
5	Kod & Nama Bidang Perkhidmatan Perunding :	(sila nyatakan dengan merujuk kod bidang perunding)
6	Kaedah Pelantikan :	Lantikan Terus Beserta Kos Siling
7	Kaedah Bayaran Yuran Perunding:	(sila nyatakan sama ada Yuran Tetap/Input Masa*)*
8	Kos Siling Perkhidmatan Perunding :	(sila nyatakan kos siling yang telah diluluskan)
9	Terma Rujukan:	(sila lampirkan)
10	Tempoh Sah Laku Tawaran Yang Ditetapkan oleh Agensi	(sila nyatakan – sekurang-kurangnya 90 hari daripada tarikh tutup pelawaan)

3. Sila maklumkan secara rasmi dengan menggunakan **Borang Jawapan** seperti **Lampiran A** kepada Agensi ini dalam tempoh tujuh (7) hari daripada tarikh surat ini ditandatangani melalui emel atau faks sama ada tuan bersetuju/tidak bersetuju dengan cadangan pelawaan ini.

4. Jika tuan bersetuju dengan pelawaan ini, sila kemukakan cadangan tuan mengikut format Cadangan Teknikal dan Cadangan Kos seperti di **Lampiran B** dan **Lampiran C** berasaskan Terma Rujukan yang ditetapkan di atas. Tuan adalah dikehendaki mengemukakan cadangan tuan berdasarkan ketetapan berikut:

Bil	Perkara	Maklumat
1	Nama Agensi Yang Mempelawa	(sila nyatakan)
2	Alamat Agensi	(sila nyatakan)
3	Tarikh & Masa Akhir Pelawaan	(sila nyatakan)
4	Nama Pegawai Yang Boleh Dihubungi	(sila nyatakan)
5	No. Telefon, Faks & Emel Pegawai	(sila nyatakan)

5. Bersama-sama surat ini juga disertakan Surat Akuan Perunding untuk perhatian dan tandatangan tuan sekiranya tuan bersetuju dengan kandungan surat tersebut. Sila sertakan surat yang telah ditandatangani tersebut bersama-sama dengan cadangan tuan.

6. Untuk makluman tuan, sekiranya tuan bersetuju dengan pelawaan ini, namun demikian menarik diri dalam tempoh penyediaan cadangan pihak tuan/sebelum Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tuan hendaklah memaklumkan kepada Agensi ini dengan kadar segera agar pelawaan dapat dibuat kepada firma lain.

7. Walau bagaimanapun, sekiranya tuan telah terpilih secara rasmi dan kemudiannya menarik diri selepas Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tindakan ke atas tuan akan diambil selaras dengan peraturan Perbendaharan yang berkuat kuasa**.**

8. Surat ini adalah RAHSIA KERAJAAN dan tidak boleh disebarkan kepada mana-mana pihak lain.

9. Surat ini hanyalah suatu surat pelawaan dan hendaklah tidak ditafsirkan dalam apa-apa cara jua sebagai mengikat Kerajaan.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menurut perintah,

……..
(Nama Penuh Pegawai & Agensi)

Lampiran A

BORANG JAWAPAN

(Nama & Alamat Agensi)
……..
……..

Rujukan Firma:……..
Tarikh :…….

Tuan,

PROJEK/KAJIAN:
Per: Jawapan Kepada Surat Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Dengan hormatnya saya merujuk kepada perkara di atas dan surat/faks tuan bertarikh _____ adalah berkaitan.

2. Dengan ini, saya yang mewakili (Nama Penuh Firma) **bersetuju/tidak bersetuju*** dengan pelawaan oleh pihak tuan bagi memberi/menawarkan perkhidmatan perunding untuk pelaksanaan projek/kajian di atas.

**3. Dengan persetujuan pelawaan ini, saya mengambil maklum akan syarat-syarat yang telah diperjelaskan oleh pihak tuan melalui surat pelawaan (sila nyatakan rujukan Agensi) bertarikh (sila nyatakan tarikh surat pelawaan Agensi).

Sekian, terima kasih.

……..
(Nama Penuh Wakil Firma)
Jawatan
Nama Firma
No. Kad Pengenalan

Nota:
*Potong mana yang tidak berkaitan
** Sekiranya firma memilih untuk tidak bersetuju, para ini adalah tidak berkaitan.

LAMPIRAN B

PANDUAN PENYEDIAAN CADANGAN TEKNIKAL
(Contoh bagi kajian)

	Dokumen Yang Perlu Diserahkan	Sila Tanda (√)		
		Ditanda oleh Perunding	**Ditanda oleh Jawatankuasa Pembuka**	**Muka Surat di Cadangan Teknikal**
1.	Borang Pengistyharan			
2.	Surat Akuan Kepentingan Perunding			
3.	Maklumat Petender			
4.	Senarai pengalaman petender melaksanakan kajian sama ada bagi Kerajaan, Swasta dan Negara Luar			
5.	*Curriculum Vitae* Kakitangan Yang Terlibat (Termasuk Prinsipal/Pemilik Firma)			
6.	Ringkasan *Curriculum Vitae* Kakitangan Yang Terlibat (Termasuk Prinsipal/Pemilik Firma)			
7.	Carta Ahli Pasukan kajian berkenaan berserta peranan dan tanggungjawab			
8.	Cadangan Jadual Pelaksanaan Kajian			
9.	Metodologi yang dicadangkan			
10.	Penyata Kewangan Tahunan yang telah diaudit bagi tiga (3) tahun terkini			
11.	Penyata KSWP dan SOCSO bagi tiga (3) bulan terkini atau perisytiharan jumlah emolumen setiap kakitangan			
12.	Senarai Program Kepastian Kualiti			
13.	Satu (1) CD mengandungi *soft copy* Cadangan Teknikal yang telah lengkap diisi oleh petender			

LAMPIRAN C

PANDUAN PENYEDIAAN CADANGAN KOS
(Contoh bagi kajian)

	Dokumen Yang Perlu Diserahkan	**Sila Tanda (√)**		
		Ditanda oleh Petender	**Ditanda oleh Jawatankuasa Pembuka Tender**	**Muka Surat di Cadangan Kos**
1.	Pengiraan Keseluruhan Anggaran Kos Perunding (termasuk Yuran Perunding dan Kos Imbuhan Balik)			
2.	Pengiraan Yuran Perunding Secara Input Masa & *Charge Rate*			
3.	Pengiraan Anggaran Kos Imbuhan Balik			
4.	Satu (1) CD mengandungi *soft copy* Cadangan Kos yang telah lengkap diisi oleh petender			

LAMPIRAN 3

SURAT PELAWAAN MENGEMUKAKAN CADANGAN
SECARA <u>TENDER TERBUKA</u>

(Nama & Alamat Firma)
……..
……..

Rujukan Agensi:……..
Tarikh :…….

Tuan,

PROJEK/KAJIAN:
Per: Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Adalah saya dengan hormatnya merujuk kepada perkara di atas.

2. Sukacita dimaklumkan bahawa Kerajaan berhasrat mempelawa tuan untuk mengemukakan cadangan bagi perkhidmatan perunding untuk melaksanakan projek/kajian seperti berikut:

Bil	Perkara	Maklumat
1	Nama Projek/Kajian :	(sila nyatakan tajuk projek/kajian)
2	Tempoh Projek/Kajian :	(sila nyatakan tempoh pelaksanaan projek/kajian-bil. minggu/bulan)
3	Kategori Projek/Kajian :	(sila nyatakan sama ada projek fizikal/kajian fizikal/kajian bukan fizikal)
4	Kod & Nama Bidang Perkhidmatan Perunding :	(sila nyatakan dengan merujuk kod bidang perunding)
5	Kaedah Pelantikan :	(sila nyatakan)
6	Kaedah Bayaran Yuran Perunding:	(sila nyatakan sama ada *Fixed Fee* /Input Masa*)*
7	Terma Rujukan	(sila lampirkan)
8	Tempoh Sah Laku Tawaran Yang Ditetapkan Oleh Agensi	(sila nyatakan – **sekurang-kurangnya 90 hari** daripada tarikh tutup tender)

3. Sila maklumkan secara rasmi dengan menggunakan **Borang Jawapan** seperti **Lampiran A** kepada Agensi ini dalam tempoh tujuh (7) hari daripada tarikh surat ini ditandatangani melalui emel atau faks sama ada tuan bersetuju/tidak bersetuju dengan pelawaan ini.

4. Jika tuan bersetuju dengan pelawaan ini, sila kemukakan cadangan tuan mengikut senarai semak Cadangan Teknikal dan Cadangan Kos seperti di **Lampiran B** dan **Lampiran C** berasaskan Terma Rujukan yang ditetapkan di atas. Tuan adalah dikehendaki mengemukakan cadangan tuan berdasarkan ketetapan berikut:

Bil	Perkara	Maklumat
1	Nama Agensi Yang Mempelawa	(sila nyatakan)
2	Alamat Agensi	(sila nyatakan)
3	Tarikh & Masa Tutup Tender – *cadangan yang lewat diterima tidak akan dipertimbangkan*	(sila nyatakan)
4	Nama Pegawai Yang Boleh Dihubungi	(sila nyatakan)

5. Sila ambil maklum bahawa tuan adalah dipohon untuk mengemukakan cadangan tuan di dalam dua (2) sampul surat yang berasingan dan berlakri dan ditandakan “Cadangan Teknikal” dan “Cadangan Kos” di sebelah kiri setiap sampul surat berkenaan. Cadangan Teknikal dan Cadangan Kos yang dikemukakan hendaklah berdasarkan kepada panduan seperti yang dilampirkan.

6. Bersama-sama surat ini juga disertakan Surat Akuan Perunding untuk perhatian dan tandatangan tuan sekiranya tuan bersetuju dengan kandungan surat tersebut. Sila sertakan surat yang telah ditandatangani tersebut bersama-sama dengan cadangan tuan.

7. Sekiranya tuan bersetuju untuk menyertai pelawaan ini, namun demikian menarik diri dalam tempoh penyediaan cadangan pihak tuan/sebelum Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tuan hendaklah memaklumkan kepada Agensi ini dengan kadar segera.

8. Walaubagaimanapun, sekiranya tuan telah terpilih secara rasmi dan kemudiannya menarik diri selepas Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tindakan ke atas tuan akan diambil selaras dengan peraturan Perbendaharaan yang berkuat kuasa**.**

9. Surat ini adalah RAHSIA KERAJAAN dan tidak boleh disebarkan kepada mana-mana pihak lain.

10. Surat ini hanyalah suatu surat pelawaan dan hendaklah tidak ditafsirkan dalam apa-apa cara jua sebagai mengikat Kerajaan.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menurut perintah,

……..
(Nama Penuh Pegawai & Agensi)

Lampiran A

BORANG JAWAPAN

(Nama & Alamat Agensi)
……..
……..

Rujukan Firma:……..
Tarikh :…….

Tuan,

PROJEK/KAJIAN:
Per: Jawapan Kepada Surat Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Dengan hormatnya saya merujuk kepada perkara di atas dan surat/faks tuan bertarikh _____ adalah berkaitan.

2. Dengan ini, saya yang mewakili (Nama Penuh Firma) **bersetuju/tidak bersetuju*** dengan pelawaan oleh pihak tuan bagi memberi/menawarkan perkhidmatan perunding untuk pelaksanaan projek/kajian di atas.

**3. Dengan persetujuan pelawaan ini, saya mengambil maklumkan akan syarat-syarat yang telah diperjelaskan oleh pihak tuan melalui surat pelawaan (sila nyatakan rujukan Agensi) bertarikh (sila nyatakan tarikh surat pelawaan Agensi).

Sekian, terima kasih.

……..
(Nama Penuh Wakil Firma)
Jawatan
Nama Firma
No. Kad Pengenalan

Nota:
*Potong mana yang tidak berkaitan
** Sekiranya firma memilih untuk tidak bersetuju, para ini adalah tidak berkaitan.

LAMPIRAN B

PANDUAN PENYEDIAAN CADANGAN TEKNIKAL
(Contoh bagi kajian)

	Dokumen Yang Perlu Diserahkan	Sila Tanda (√)		
		Ditanda oleh Perunding	**Ditanda oleh Jawatankuasa Pembuka**	**Muka Surat di Cadangan Teknikal**
1.	Borang Pengistyharan			
2.	Surat Akuan Kepentingan Perunding			
3.	Maklumat Petender			
4.	Senarai pengalaman petender melaksanakan kajian sama ada bagi Kerajaan, Swasta dan Negara Luar			
5.	*Curriculum Vitae* Kakitangan Yang Terlibat (Termasuk Prinsipal/Pemilik Firma)			
6.	Ringkasan *Curriculum Vitae* Kakitangan Yang Terlibat (Termasuk Prinsipal/Pemilik Firma)			
7.	Carta Ahli Pasukan kajian berkenaan berserta peranan dan tanggungjawab			
8.	Cadangan Jadual Pelaksanaan Kajian			
9.	Metodologi yang dicadangkan			
10.	Penyata Kewangan Tahunan yang telah diaudit bagi tiga (3) tahun terkini			
11.	Penyata KWSP dan SOCSO bagi tiga (3) bulan terkini atau perisytiharan jumlah emolumen setiap kakitangan			
12.	Senarai Program Kepastian Kualiti			
13.	Satu (1) CD mengandungi *soft copy* Cadangan Teknikal yang telah lengkap diisi oleh petender			

LAMPIRAN C

PANDUAN PENYEDIAAN CADANGAN KOS
(Contoh bagi kajian)

	Dokumen Yang Perlu Diserahkan	**Sila Tanda (√)**		
		Ditanda oleh Petender	**Ditanda oleh Jawatankuasa Pembuka Tender**	**Muka Surat di Cadangan Kos**
1.	Pengiraan Keseluruhan Anggaran Kos Perunding (termasuk Yuran Perunding dan Kos Imbuhan Balik)			
2.	Pengiraan Yuran Perunding Secara Input Masa			
3.	Pengiraan Anggaran Kos Imbuhan Balik			
4.	Satu (1) CD mengandungi *soft copy* Cadangan Kos yang telah lengkap diisi oleh petender			

LAMPIRAN 4

SURAT PELAWAAN MENGEMUKAKAN CADANGAN
SECARA TENDER TERBUKA PRA KELAYAKAN (PERINGKAT 1)

(Nama & Alamat Firma)

…….. Rujukan Agensi:……..
…….. Tarikh :…….

Tuan,

PROJEK/KAJIAN:
Per: Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Adalah saya dengan hormatnya merujuk kepada perkara di atas.

2. Sukacita dimaklumkan bahawa Kerajaan berhasrat mempelawa tuan untuk mengemukakan cadangan bagi perkhidmatan perunding untuk melaksanakan projek/kajian seperti berikut:

Bil	Perkara	Maklumat
1	Nama Projek/Kajian :	(sila nyatakan tajuk projek/kajian)
2	Tempoh Projek/Kajian :	(sila nyatakan tempoh pelaksanaan projek/kajian-bil. minggu/bulan)
3	Kategori Projek/Kajian :	(sila nyatakan sama ada projek fizikal/kajian fizikal/kajian bukan fizikal)
4	Kod & Nama Bidang Perkhidmatan Perunding :	(sila nyatakan dengan merujuk kod bidang perunding)
5	Kaedah Pelantikan :	(sila nyatakan)
6	Kaedah Bayaran Yuran Perunding:	(sila nyatakan sama ada *Fixed Fee* /Input Masa*)*
7	Terma Rujukan	(sila lampirkan)
8	Tempoh Sah Laku Tawaran Yang Ditetapkan Oleh Agensi	(sila nyatakan – sekurang-kurangnya **180 hari** daripada tarikh tutup tender)

3. Sila maklumkan secara rasmi dengan menggunakan **Borang Jawapan** seperti **Lampiran A** kepada Agensi ini dalam tempoh tujuh (7) hari daripada tarikh surat ini ditandatangani melalui emel atau faks sama ada tuan bersetuju/tidak bersetuju dengan pelawaan ini.

4. Jika tuan bersetuju dengan pelawaan ini, sila kemukakan cadangan tuan mengikut senarai semak Cadangan Teknikal seperti di **Lampiran B** berasaskan Terma Rujukan yang ditetapkan di atas. Tuan adalah dikehendaki mengemukakan cadangan tuan berdasarkan ketetapan berikut:

Bil	Perkara	Maklumat
1	Nama Agensi Yang Mempelawa	(sila nyatakan)
2	Alamat Agensi	(sila nyatakan)
3	Tarikh & Masa Tutup Tender – *cadangan yang lewat diterima tidak akan dipertimbangkan*	(sila nyatakan)
4	Nama Pegawai Yang Boleh Dihubungi	(sila nyatakan)

5. Sila ambil maklum bahawa tuan adalah dipohon untuk mengemukakan cadangan tuan di dalam sampul surat yang berlakri dan ditandakan “Cadangan Teknikal” di sebelah kiri setiap sampul surat berkenaan. Cadangan Teknikal yang dikemukakan hendaklah berdasarkan kepada panduan seperti yang dilampirkan.

6. Bersama-sama surat ini juga disertakan Surat Akuan Perunding untuk perhatian dan tandatangan tuan sekiranya tuan bersetuju dengan kandungan surat tersebut. Sila sertakan surat yang telah ditandatangani tersebut bersama-sama dengan cadangan tuan.

7. Sekiranya tuan bersetuju untuk menyertai pelawaan ini, namun demikian menarik diri dalam tempoh penyediaan cadangan pihak tuan/sebelum Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tuan hendaklah memaklumkan kepada Agensi ini dengan kadar segera.

8. Walaubagaimanapun, sekiranya tuan telah terpilih secara rasmi dan kemudiannya menarik diri selepas Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tindakan ke atas tuan akan diambil selaras dengan peraturan Perbendaharaan yang berkuat kuasa**.**

9. Surat ini adalah RAHSIA KERAJAAN dan tidak boleh disebarkan kepada mana-mana pihak lain.

10. Surat ini hanyalah suatu surat pelawaan dan hendaklah tidak ditafsirkan dalam apa-apa cara jua sebagai mengikat Kerajaan.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menurut perintah,

……..
(Nama Penuh Pegawai & Agensi)

Lampiran A

BORANG JAWAPAN

(Nama & Alamat Agensi)
……..
……..

Rujukan Firma:……..
Tarikh :…….

Tuan,

PROJEK/KAJIAN:
Per: Jawapan Kepada Surat Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Dengan hormatnya saya merujuk kepada perkara di atas dan surat/faks tuan bertarikh _____ adalah berkaitan.

2. Dengan ini, saya yang mewakili (Nama Penuh Firma) **bersetuju/tidak bersetuju*** dengan pelawaan oleh pihak tuan bagi memberi/menawarkan perkhidmatan perunding untuk pelaksanaan projek/kajian di atas.

**3. Dengan persetujuan pelawaan ini, saya mengambil maklumkan akan syarat-syarat yang telah diperjelaskan oleh pihak tuan melalui surat pelawaan (sila nyatakan rujukan Agensi) bertarikh (sila nyatakan tarikh surat pelawaan Agensi).

Sekian, terima kasih.

……..
(Nama Penuh Wakil Firma)
Jawatan
Nama Firma
No. Kad Pengenalan

Nota:
*Potong mana yang tidak berkaitan
** Sekiranya firma memilih untuk tidak bersetuju, para ini adalah tidak berkaitan.

LAMPIRAN B

PANDUAN PENYEDIAAN CADANGAN TEKNIKAL PRA KELAYAKAN
(Contoh bagi kajian)

	Dokumen Yang Perlu Diserahkan	Sila Tanda (√)		
		Ditanda oleh Perunding	Ditanda oleh Jawatankuasa Pembuka	Muka Surat di Cadangan Teknikal
1.	Borang Pengistyharan			
2.	Surat Akuan Kepentingan Perunding			
3.	Maklumat Petender			
4.	Senarai pengalaman petender melaksanakan kajian sama ada bagi Kerajaan, Swasta dan Negara Luar			
5.	Ringkasan Maklumat Pasukan Projek (Termasuk Prinsipal/Pemilik Firma) melibatkan kelayakan akademik, bidang kepakaran dan tempoh pengalaman kakitangan pasukan projek			
6.	Penyata Kewangan Tahunan yang telah diaudit bagi tiga (3) tahun terkini			
7.	Penyata KWSP dan SOCSO bagi tiga (3) bulan terkini atau perisytiharan jumlah emolumen setiap kakitangan			
8.	Satu (1) CD mengandungi *soft copy* Cadangan Teknikal yang telah lengkap diisi oleh petender			

LAMPIRAN 5

SURAT PELAWAAN MENGEMUKAKAN CADANGAN
SECARA TENDER TERBUKA MELALUI PRA KELAYAKAN (PERINGKAT 2)

(Nama & Alamat Firma)
……..
……..

Rujukan Agensi:……..
Tarikh :……

Tuan,

PROJEK/KAJIAN:
Per: Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Adalah saya dengan hormatnya merujuk kepada perkara di atas.

2. Sukacita dimaklumkan tuan telah disenarai pendek dan Kerajaan berhasrat mempelawa tuan untuk mengemukakan cadangan bagi perkhidmatan perunding untuk projek/kajian seperti berikut:

Bil	Perkara	Maklumat
1	Nama Projek/Kajian :	(sila nyatakan tajuk projek/kajian)
2	Tempoh Projek/Kajian :	(sila nyatakan tempoh pelaksanaan projek/kajian-bil. minggu/bulan)
3	Kategori Projek/Kajian :	(sila nyatakan sama ada projek fizikal/kajian fizikal/kajian bukan fizikal)
4	Kod & Nama Bidang Perkhidmatan Perunding :	(sila nyatakan dengan merujuk kod bidang perunding)
5	Kaedah Pelantikan :	(sila nyatakan)
6	Kaedah Bayaran Yuran Perunding:	(sila nyatakan sama ada *Fixed Fee* /Input Masa*)*
7	Terma Rujukan	(sila lampirkan)
8	Tempoh Sah Laku Tawaran Yang Ditetapkan Oleh Agensi	(sila nyatakan – sekurang-kurangnya 90 hari daripada tarikh tutup tender)

3. Sila maklumkan secara rasmi dengan menggunakan **Borang Jawapan** seperti **Lampiran A** kepada Agensi ini dalam tempoh tujuh (7) hari daripada tarikh surat ini ditandatangani melalui emel atau faks sama ada tuan bersetuju/tidak bersetuju dengan pelawaan ini.

4. Jika tuan bersetuju dengan pelawaan ini, sila kemukakan cadangan tuan mengikut senarai semak Cadangan Teknikal dan Cadangan Kos seperti di **Lampiran B** dan **Lampiran C** berasaskan Terma Rujukan yang ditetapkan di atas. Tuan adalah dikehendaki mengemukakan cadangan tuan berdasarkan ketetapan berikut:

Bil	Perkara	Maklumat
1	Nama Agensi Yang Mempelawa	(sila nyatakan)
2	Alamat Agensi	(sila nyatakan)
3	Tarikh & Masa Tutup Tender – *cadangan yang lewat diterima tidak akan dipertimbangkan*	(sila nyatakan)
4	Nama Pegawai Yang Boleh Dihubungi	(sila nyatakan)

5. Sila ambil maklum bahawa tuan adalah dipohon untuk mengemukakan cadangan tuan di dalam dua (2) sampul surat yang berasingan dan berlakri dan ditandakan “Cadangan Teknikal” dan “Cadangan Kos” di sebelah kiri setiap sampul surat berkenaan. Cadangan Teknikal dan Cadangan Kos yang dikemukakan hendaklah berdasarkan kepada panduan seperti yang dilampirkan.

6. Bersama-sama surat ini juga disertakan Surat Akuan Perunding untuk perhatian dan tandatangan tuan sekiranya tuan bersetuju dengan kandungan surat tersebut. Sila sertakan surat yang telah ditandatangani tersebut bersama-sama dengan cadangan tuan.

7. Sekiranya tuan bersetuju untuk menyertai pelawaan ini, namun demikian menarik diri dalam tempoh penyediaan cadangan pihak tuan/sebelum Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tuan hendaklah memaklumkan kepada Agensi ini dengan kadar segera.

8. Walaubagaimanapun, sekiranya tuan telah terpilih secara rasmi dan kemudiannya menarik diri selepas Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tindakan ke atas tuan akan diambil selaras dengan peraturan Perbendaharaan yang berkuat kuasa**.**

9. Surat ini adalah RAHSIA KERAJAAN dan tidak boleh disebarkan kepada mana-mana pihak lain.

10. Surat ini hanyalah suatu surat pelawaan dan hendaklah tidak ditafsirkan dalam apa-apa cara jua sebagai mengikat Kerajaan.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menurut perintah,

……..
(Nama Penuh Pegawai & Agensi)

Lampiran A

BORANG JAWAPAN

(Nama & Alamat Agensi)
……..
……..

Rujukan Firma:……..
Tarikh :…….

Tuan,

PROJEK/KAJIAN:
Per: Jawapan Kepada Surat Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Dengan hormatnya saya merujuk kepada perkara di atas dan surat/faks tuan bertarikh _____ adalah berkaitan.

2. Dengan ini, saya yang mewakili (Nama Penuh Firma) **bersetuju/tidak bersetuju*** dengan pelawaan oleh pihak tuan bagi memberi/menawarkan perkhidmatan perunding untuk pelaksanaan projek/kajian di atas.

**3. Dengan persetujuan pelawaan ini, saya mengambil maklumkan akan syarat-syarat yang telah diperjelaskan oleh pihak tuan melalui surat pelawaan (sila nyatakan rujukan Agensi) bertarikh (sila nyatakan tarikh surat pelawaan Agensi).

Sekian, terima kasih.

……..
(Nama Penuh Wakil Firma)
Jawatan
Nama Firma
No. Kad Pengenalan

Nota:
*Potong mana yang tidak berkaitan
** Sekiranya firma memilih untuk tidak bersetuju, para ini adalah tidak berkaitan.

LAMPIRAN B

PANDUAN PENYEDIAAN CADANGAN TEKNIKAL
(Contoh bagi kajian)

	Dokumen Yang Perlu Diserahkan	Sila Tanda (√)		
		Ditanda oleh Perunding	**Ditanda oleh Jawatankuasa Pembuka**	**Muka Surat di Cadangan Teknikal**
1.	Borang Pengistyharan			
2.	Surat Akuan Kepentingan Perunding			
3.	Maklumat Petender			
4.	Senarai pengalaman petender melaksanakan kajian sama ada bagi Kerajaan, Swasta dan Negara Luar			
5.	*Curriculum Vitae* Kakitangan Yang Terlibat (Termasuk Prinsipal/Pemilik Firma)			
6.	Ringkasan *Curriculum Vitae* Kakitangan Yang Terlibat (Termasuk Prinsipal/Pemilik Firma)			
7.	Carta Ahli Pasukan kajian berkenaan berserta peranan dan tanggungjawab			
8.	Cadangan Jadual Pelaksanaan Kajian			
9.	Metodologi yang dicadangkan			
10.	Penyata Kewangan Tahunan yang telah diaudit bagi tiga (3) tahun terkini			
11.	Penyata KWSP dan SOCSO bagi tiga (3) bulan terkini atau perisytiharan jumlah emolumen setiap kakitangan			
12.	Senarai Program Kepastian Kualiti			
13.	Satu (1) CD mengandungi *soft copy* Cadangan Teknikal yang telah lengkap diisi oleh petender			

LAMPIRAN C

PANDUAN PENYEDIAAN CADANGAN KOS
(Contoh bagi kajian)

	Dokumen Yang Perlu Diserahkan	**Sila Tanda (√)**		
		Ditanda oleh Petender	**Ditanda oleh Jawatankuasa Pembuka Tender**	**Muka Surat di Cadangan Kos**
1.	Pengiraan Keseluruhan Anggaran Kos Perunding (termasuk Yuran Perunding dan Kos Imbuhan Balik)			
2.	Pengiraan Yuran Perunding Secara Input Masa			
3.	Pengiraan Anggaran Kos Imbuhan Balik			
4.	Satu (1) CD mengandungi *soft copy* Cadangan Kos yang telah lengkap diisi oleh petender			

LAMPIRAN 6

SENARAI EDARAN DOKUMEN

Tajuk Iklan/Projek/Kajian:						
Tarikh & Masa Pengedaran Dokumen	**No Siri Dokumen**	**Nama Firma Perunding**	**No. Pendaftaran MOF/ROC/ ROB**	**Nama Wakil Firma**	**No. Kad Pengenalan /Pasport**	**Tandatangan Wakil Firma**

Bilangan Dokumen yang disediakan (diisi oleh Agensi) :
Bilangan Dokumen yang telah diedarkan (diisi oleh Agensi) :

Tandatangan Pegawai Agensi :
Nama Pegawai :
Jawatan :
Tarikh :

PK 3.5



KERAJAAN MALAYSIA

Kaedah Lantikan Terus Beserta Kos Siling

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PK 3.5 KAEDAH LANTIKAN TERUS BESERTA KOS SILING 1

1. Pendahuluan 1

2. Senarai Pendek Perunding 1

3. Perakuan JPP 3

4. Pertimbangan PBM 3

5. Pelawaan Kepada Perunding 3

6. Penilaian Perunding 4

7. Rundingan Dengan Firma (sekiranya perlu) 5

8. Pelantikan Rasmi Perunding 5

9. Tarikh Kuat Kuasa 5

SENARAI LAMPIRAN

Lampiran 1 : Format Kertas Perakuan Kepada PBM

Lampiran 2 : Format Keputusan Mesyuarat PBM

Lampiran 3 : Surat Pelawaan

PK 3.5 KAEDAH LANTIKAN TERUS BESERTA KOS SILING

1. Pendahuluan

1.1. Kaedah lantikan terus beserta kos siling (LTBKS) ini hanya digunakan bagi perolehan perkhidmatan perunding yang tidak tertakluk kepada FTA.

1.2. Had nilai perolehan bagi kaedah ini adalah seperti berikut:

Bil	Kategori Projek	Had Nilai
1.	Projek Pembangunan Fizikal	Kos Projek sehingga RM50 juta
2.	Kajian Fizikal/Bukan Fizikal	Kos Kajian sehingga RM500 ribu
3.	Ukur Tanah & Lain-Lain Kerja Ukur	Kos Kerja Ukur sehingga RM500 ribu

2. Senarai Pendek Perunding

2.1. Jawatankuasa Perolehan Perunding (JPP) hendaklah menyenarai pendekkan sekurang-kurangnya tiga (3) firma perunding yang berkelayakan, berpengalaman dan berdaftar dengan MOF berserta anggaran kos siling perunding dan diperakukan satu perunding untuk pertimbangan Pihak Berkuasa Melulus (PBM).

2.2. Bagi mengelakkan senarai pendek perunding yang sama diperakukan berulang kali, JPP hendaklah memastikan senarai pendek perunding dibuat secara pusingan di kalangan perunding yang berkelayakan, berpengalaman dan berdaftar dengan MOF.

2.3. Perunding yang disenarai pendek boleh dipilih berdasarkan kriteria berikut melalui semakan di Sistem ePerolehan:

2.3.1. **Berdaftar dengan Kementerian Kewangan;**
Tempoh pendaftaran dengan Kementerian Kewangan hendaklah masih sah sekurang-kurangnya tiga (3) bulan daripada tarikh tutup pelawaan.

2.3.2. **Berdaftar di bawah kod bidang yang berkaitan;**
Berdaftar di bawah kod bidang yang berkaitan yang ditetapkan oleh Agensi.

2.3.3. **Pendaftaran perunding masih sah bagi profesion yang etika perkhidmatannya dikawal oleh Lembaga Profesional masing-masing atau badan kawalan yang diiktiraf;**
Tempoh pendaftaran perunding dengan Lembaga Profesional hendaklah masih sah semasa tarikh tutup tender. Semakan boleh dibuat di laman web Lembaga Profesional masing- masing.

2.3.4. **Saiz dan keupayaan firma perunding bersesuaian dengan projek/kajian;**
Bilangan kakitangan profesional perunding hendaklah mencukupi bagi melaksanakan sesuatu projek/kajian. Boleh rujuk jadual bilangan minima profesional yang disarankan seperti di PK3.1.

2.3.5. **Firma Tempatan di negeri projek/kajian**
Firma mempunyai ibu pejabat/ cawangan di lokaliti projek

2.3.6. **Pengalaman firma dalam melaksanakan projek/kajian;**
Bilangan dan jumlah nilai kerja bagi projek/kajian seumpama dan umum yang pernah dilaksanakan oleh firma; dan

2.3.7. **Prestasi firma perunding;**

(a) Perunding mempunyai prestasi perkhidmatan yang baik bagi projek/kajian Kerajaan yang dilaksanakan sebelum ini sama ada berdasarkan pengalaman Agensi Pelaksana/ Agensi Pelanggan/ Agensi lain;

(b) Perunding bebas daripada tindakan tatatertib oleh Kementerian Kewangan (boleh disemak di profail syarikat melalui Sistem ePerolehan) dan Lembaga Profesional (boleh disemak melalui laman web Lembaga Profesional masing-masing);

(c) Perunding tidak digulungkan; dan

(d) Firma/ pemilik/ rakan kongsi/ pengarah tidak disabitkan atas kesalahan jenayah di dalam atau luar Malaysia.

2.3.8. **Beban Kerja**
Bilangan dan jumlah nilai kerja dalam tangan perunding pada ketika pelawaan dibuat (boleh disemak melalui Sistem ePerolehan)

2.3.9. **Belum Dilantik Dalam Tempoh Tiga (3) Tahun Terkini**
Agensi hendaklah melaksanakan sistem pusingan bagi proses senarai pendek perunding untuk kaedah perolehan ini. Perunding yang belum dilantik lagi oleh Agensi dalam tempoh tiga (3) tahun terkini boleh disenarai pendekkan tertakluk perunding tersebut adalah berkemampuan, bebas daripada tindakan tatatertib dan tidak mempunyai rekod prestasi yang tidak memuaskan.

2.3.10. Kriteria lain yang bersesuaian.

3. Perakuan JPP

3.1. JPP hendaklah memperakukan satu perunding di kalangan perunding yang disenarai pendek untuk pertimbangan dan kelulusan PBM.

3.2. JPP juga hendaklah memperakukan anggaran kos siling perunding bagi projek/kajian tersebut pertimbangan dan kelulusan PBM.

3.3. Borang Perakuan JPP adalah seperti di **Lampiran 1.**

4. Pertimbangan PBM:

4.1. PBM mempertimbangkan dan meluluskan pelantikan perunding berserta anggaran kos siling perunding berdasarkan perakuan JPP atau membuat pilihan perunding lain yang berkelayakan, berpengalaman dan berdaftar dengan MOF.

4.2. Borang Keputusan PBM adalah seperti di **Lampiran 2.**

4.3. PBM juga boleh turut meluluskan tiga (3) senarai pendek perunding yang dikemukakan oleh JPP atau senarai pendek yang lain mengikut keutamaan bagi penjimatan masa daripada mengulangi proses perolehan sekiranya perunding yang dipelawa tidak berminat atau tidak mengemukakan sebarang jawapan dalam tempoh yang ditetapkan.

5. Pelawaan Kepada Perunding:

5.1. Agensi hendaklah mengeluarkan surat pelawaan kepada perunding yang telah diluluskan oleh PBM untuk mengemukakan Cadangan Teknikal dan Cadangan Kos.

5.2. Tempoh pelawaan adalah minimum tujuh (7) hari.

5.3. Format Surat Pelawaan adalah seperti di Lampiran 3.

5.4. Tempoh sah laku tawaran perunding adalah selama sekurang-kurangnya 90 hari berturut-turut daripada tarikh tutup pelawaan.Sebarang pelanjutan ke atas tempoh sah laku tawaran perunding hendaklah diperolehi daripada Pengerusi LP Agensi.

5.5. Bagi mana-mana perunding yang telah menolak surat pelawaan atau tidak memberi maklum balas dalam tempoh tujuh (7) hari, Agensi boleh mengeluarkan surat pelawaan kepada perunding yang seterusnya daripada senarai pendek perunding yang telah diluluskan oleh PBM. Sekiranya, PBM tidak meluluskan sebarang senarai pendek, proses perolehan hendaklah diulang semula.

6. Penilaian Perunding

6.1. Sebaik sahaja perunding mengemukakan Cadangan Teknikal dan Cadangan Kos, Agensi hendaklah terlebih dahulu menyemak cadangan dan dokumen yang disertakan. Sekiranya cadangan tersebut telah disahkan lengkap, Agensi hendaklah mengemukakan kepada Urusetia JPP dengan kadar segera.

6.2. JPP hendaklah membuat penilaian ke atas perkara-perkara berikut:

6.2.1. Metodologi menepati TOR;

6.2.2. Rangka/aktiviti yang dicadangkan dalam projek/kajian adalah bersesuaian dengan skop kerja;

6.2.3. Carta pasukan kerja dalam projek/kajian beserta peranan dan tanggungjawab setiap ahli pasukan;

6.2.4. Kesesuaian bilangan kakitangan ikhtisas/separa ikhtisas/pengurusan yang dicadangkan dalam pasukan kerja;

6.2.5. Yuran perkhidmatan perunding yang dicadangkan adalah menepati peraturan perolehan perunding Kerajaan yang berkuatkuasa dan bersesuaian dengan keperluan projek/kajian;

6.2.6. Butiran dan kadar imbuhan balik yang dicadangkan oleh perunding tidak melebihi kadar maksima yang telah ditetapkan di dalam

manual; dan

6.2.7. Tawaran kos perkhidmatan perunding adalah tidak melebihi kos siling yang telah diluluskan oleh PBM.

7. Rundingan Dengan Firma (sekiranya perlu):

7.1. JPP boleh memuktamadkan kos perunding setelah penilaian dibuat ke atas Cadangan Teknikal dan Cadangan Kos yang dikemukakan tertakluk tawaran harga perunding tidak melebihi anggaran kos siling perunding yang telah diluluskan oleh PBM sebelum ini.

7.2. JPP dibenarkan melaksanakan rundingan harga dengan perunding tertakluk tidak melebihi anggaran kos siling perunding yang telah diluluskan oleh PBM sebelum ini.

8. Pelantikan Rasmi Perunding

8.1. Agensi mengeluarkan Surat Setuju Terima (SST) kepada perunding yang berjaya setelah kos dimuktamadkan oleh JPP atau PBM serta menguruskan penyediaan dokumen perjanjian untuk ditandatangani dalam tempoh empat (4) bulan daripada tarikh pengakuan penerimaan SST oleh perundng.

9. Tarikh Kuat Kuasa

9.1 Peraturan ini berkuat kuasa mulai **29 November 2022**.

LAMPIRAN

LAMPIRAN 1

FORMAT KERTAS PERAKUAN KEPADA PBM
PELANTIKAN PERUNDING
SECARA LANTIKAN TERUS BESERTA KOS SILING

Tajuk Permohonan: Nama Projek/Kajian
Jenis Permohonan: Kelulusan Pelantikan Perunding Secara Lantikan Terus Beserta Kos Siling
Kod dan Nama Bidang Perkhidmatan Perunding: (sila senaraikan)

BIL	PERKARA		
1.	**TUJUAN & JUSTIFIKASI PERMOHONAN (sila nyatakan)**		
2.	**MAKLUMAT PROJEK/KAJIAN**		
	a.Tajuk Projek/Kajian	:	(sila nyatakan tajuk mengikut nama projek/kajian yang telah diluluskan oleh EPU)
	b. Sumber Pembiayaan	:	☐ Kerajaan Persekutuan ☐ Kerajaan Negeri ☐ PFI ☐ Dana Asing: (sila nyatakan) ☐ Lain-lain : (sila nyatakan) *Sila tandakan "✓" pada kotak yang berkaitan*
	c. Jenis Peruntukan	:	☐ Pembangunan ☐ Mengurus ☐ Lain-Lain : (sila nyatakan) *Sila tandakan "✓" pada kotak yang berkaitan*
	d. Kod Setia (untuk peruntukan pembangunan sahaja)		(sila nyatakan 14 digit nombor kod setia)
	e. Siling Peruntukan Projek/Kajian Yang Diluluskan EPU	:	(sila nyatakan kos siling dalam RM bagi projek/kajian yang akan dilaksanakan)
	f. Kategori Projek/Kajian	:	☐ Pembangunan Fizikal ☐ Kajian Fizikal ☐ Kajian Bukan Fizikal ☐ Alam Sekitar ☐ Ukur Tanah *Sila tandakan "✓" pada kotak yang berkaitan*
	g. Peruntukan Tahun Semasa	:	(sila nyatakan)
	h.Tempoh Projek/Kajian	:	(sila nyatakan dalam bulan/minggu)
	i. Lokasi Projek/Kajian	:	(sila nyatakan)

	j. Kementerian/Agensi Pengguna	:	(sila nyatakan)
	k. Kementerian/Agensi Pelaksana	:	(sila nyatakan)

3. MAKLUMAT LANTIKAN

a. Kaedah Lantikan	:	Lantikan Terus Beserta Kos Siling
b. Kaedah Pembayaran	:	☐ *Fixed Fee* ☐ Input Masa *Sila tandakan " ✓ " pada kotak yang berkaitan*
c. Tempoh Perkhidmatan Perunding	:	(sila nyatakan tempoh dalam bulan/minggu)

d. Skop Perkhidmatan Perunding :

	Pembangunan Fizikal Sila tandakan(✓)pada skop yang berkaitan		**Kajian** Sila tandakan(✓)pada skop yang berkaitan
☐	Rekabentuk Skematik	☐	Penyediaan Pelan Induk
☐	Rekabentuk Terperinci	☐	Kajian Kejuruteraan/Teknikal
☐	Peringkat Pembinaan	☐	Perancangan Bandar & Wilayah
☐	Pengawasan Tapak	☐	Kajian Alam Sekitar
☐	Ukur Tanah	☐	Lain-lain: (sila nyatakan)
☐	Penyediaan Dokumen Tender		
☐	*Additional/Special Service*		

e. Anggaran Kos Siling Perkhidmatan Perunding Yang Dipohon Agensi (mengikut bidang) :

Bidang	**Yuran Perunding (YP)** **(RM)**	**Kos Imbuhan Balik (IB)** **(RM)**	**Cukai Perkhidmatan 6% x (YP + IB)** **(RM)**	**Jumlah** **(RM)**

4	**SYOR AGENSI & JUSTIFIKASI SYOR (sila senaraikan sekurang-kurangnya tiga (3) syorkan 1 firma)**					
	Bil	**Nama Perunding**	**Pendaftaran MOF**	**No Pendaftaran MOF / ROC**	**Kod Bidang**	**Maklumat Perunding**
	1	Firma XYZ **(Diperakukan)**	(Berdaftar/ Tidak Berdaftar/ Perunding Asing)	465-XXXXXXXX (sekiranya berdaftar); Atau No ROC (sekiranya tidak berdaftar)	(sila nyatakan kod bidang firma)	i. Bil kakitangan ikhtisas: ii. Peratus Ekuiti Bumiputra/Bukan Bumiputra/Asing/ Kerajaan iii. Lokasi Ibu Pejabat: iv. Lokasi Cawangan: v. Tarikh Lantikan Akhir: vi. Bil & Jumlah nilai lantikan firma bagi projek/kajian untuk 3 tahun terkini vii. Bil & Jumlah nilai kerja dalam tangan sama ada projek/kajian Kerajaan/Swasta viii. Sekiranya perunding asing,nyatakan lokasi asal firma/individu *(citizenship)* ix. Kepakaran syarikat **x. Justifikasi perakuan**
	2	Firma XYZ	(Berdaftar/ Tidak Berdaftar/ Perunding Asing)	465-XXXXXXXX (sekiranya berdaftar); Atau No ROC (sekiranya tidak berdaftar)	(sila nyatakan kod bidang firma)	i. Bil kakitangan ikhtisas: ii. Peratus Ekuiti Bumiputra/Bukan Bumiputra/Asing/ Kerajaan iii. Lokasi Ibu Pejabat: iv. Lokasi Cawangan: v. Tarikh Lantikan Akhir: vi. Bil & Jumlah nilai lantikan firma bagi projek/kajian

						untuk 3 tahun terkini vii. Bil & Jumlah nilai kerja dalam tangan sama ada projek/kajian Kerajaan/Swasta viii. Sekiranya perunding asing,nyatakan lokasi asal firma/individu *(citizenship)* ix. Kepakaran syarikat x. Justifikasi tidak diperakukan
3	Firma XYZ	(Berdaftar/ Tidak Berdaftar/ Perunding Asing)	465-XXXXXXXX (sekiranya berdaftar); Atau No ROC (sekiranya tidak berdaftar)	(sila nyatakan kod bidang firma)	i. Bil kakitangan ikhtisas: ii. Peratus Ekuiti Bumiputra/Bukan Bumiputra/Asing/ Kerajaan iii. Lokasi Ibu Pejabat: iv. Lokasi Cawangan: v. Tarikh Lantikan Akhir: vi. Bil & Jumlah nilai lantikan firma bagi projek/kajian untuk 3 tahun terkini vii. Bil & Jumlah nilai kerja dalam tangan sama ada projek/kajian Kerajaan/Swasta viii. Sekiranya perunding asing,nyatakan lokasi asal firma/individu *(citizenship)* ix. Kepakaran syarikat x. Justifikasi tidak diperakukan	

6	**SENARAI LAMPIRAN**		
	i. Surat Permohonan Agensi ii. Terma Rujukan iii. Perincian Anggaran Kos Perkhidmatan Perunding iv. Salinan surat Kelulusan Peruntukan EPU v. Salinan kebenaran bertulis daripada Pegawai Pegawal/Pegawai yang diturunkan kuasa vi. Salinan Surat Pelepasan Jabatan Teknik/MAMPU/JPICT vii. Profil Firma Perunding (Janaan daripada sistem e-Perunding) viii. Profil Firma Perunding Yang Tidak Berdaftar/Asing (diperolehi daripada firma tersebut) beserta surat kelulusan Kementerian Kewangan (jika berkaitan) ix. Lain-lain yang berkaitan		
7	**MAKLUMAT PEGAWAI MEJA AGENSI**		
Nama Agensi		:	
Alamat Agensi dan Unit		:	
Nama Pegawai		:	
Jawatan		:	
No Telefon Pejabat		:	
No Telefon Bimbit		:	
No Fax		:	
Email Rasmi		:	
No Rujukan Fail Agensi		:	

LAMPIRAN 2

FORMAT KEPUTUSAN MESYUARAT PBM

PELANTIKAN FIRMA PERUNDING SECARA LANTIKAN TERUS BESERTA KOS SILING

1. Bil Mesyuarat : .....
2. Tarikh Mesyuarat : .....
3. Kementerian/Agensi Yang Memohon : .....
4. Tajuk Projek/Kajian : .....
5. Sumber Pembiayaan : .....
6. Jenis Peruntukan : .....
7. Kod SETIA Projek : .....
8. Siling Peruntukan Projek/Kajian Yang Diluluskan EPU : .....
9. Kategori Projek/Kajian : .....
10. Peruntukan Tahun Semasa : .....
11. Tempoh Projek/Kajian : .....
12. Lokasi Projek/Kajian : .....
13. Kementerian/Agensi Pengguna : .....
14. Kementerian/Agensi Pelaksana : .....
15. Tempoh Perkhidmatan Perunding : .....
16. Kaedah Lantikan : Lantikan Terus Berserta Kos Siling
17. Nama Firma Perunding Yang Diluluskan adalah seperti berikut :

Bidang Perunding	**Skop Perkhidmatan Perunding**	**Nama, No. Pendaftaran Kementerian Kewangan & Alamat Firma**	**Kaedah Bayaran (*Fixed Fee*/ Input Masa)**	**Anggaran Kos Siling Perkhidmatan Perunding (RM)**	**Cukai Perkhidmatan (RM)**	**Ulasan/Syarat Tambahan PBM(sekiranya ada)**

18. Tandatangan Ahli PBM:

Nama	**Jawatan / Wakil Kementerian**	**Keputusan**	**Tandatangan**
	Pengerusi	Setuju/Tidak Setuju	
	Wakil Agensi	Setuju/Tidak Setuju	
	Wakil Agensi	Setuju/Tidak Setuju	
	Wakil Agensi	Setuju/Tidak Setuju	

LAMPIRAN 3

SURAT PELAWAAN

(Nama & Alamat Firma)
……..
……..

Rujukan Agensi:……..
Tarikh :…….

Tuan,

PROJEK/KAJIAN:
Per: Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Adalah saya dengan hormatnya merujuk kepada perkara diatas.

2. Sukacita dimaklumkan bahawa Kerajaan berhasrat mempelawa tuan untuk mengemukakan cadangan bagi perkhidmatan perunding untuk melaksanakan projek/kajian seperti berikut:

Bil	Perkara	Maklumat
1	Nama Projek/Kajian :	(sila nyatakan tajuk projek/kajian)
2	Anggaran Kos Projek/Kajian :	(sila nyatakan anggaran kos projek/kajian)
3	Tempoh Projek/Kajian :	(sila nyatakan tempoh pelaksanaan projek/kajian-bil. minggu/bulan)
4	Kategori Projek/Kajian :	(sila nyatakan sama ada projek fizikal/kajian fizikal/kajian bukan fizikal)
5	Kod & Nama Bidang Perkhidmatan Perunding :	(sila nyatakan dengan merujuk kod bidang perunding)
6	Kaedah Pelantikan :	Lantikan Terus Beserta Kos Siling
7	Kaedah Bayaran Yuran Perunding:	(sila nyatakan sama ada Yuran Tetap/Input Masa*)*
8	Kos Siling Perkhidmatan Perunding :	(sila nyatakan kos siling yang telah diluluskan)
9	Terma Rujukan:	(sila lampirkan)
10	Tempoh Sah Laku Tawaran Yang Ditetapkan oleh Agensi	(sila nyatakan – sekurang-kurangnya 90 hari daripada tarikh tutup pelawaan)

3. Sila maklumkan secara rasmi dengan menggunakan **Borang Jawapan** seperti **Lampiran A** kepada Agensi ini dalam tempoh tujuh (7) hari daripada tarikh surat ini ditandatangani melalui emel atau faks sama ada tuan bersetuju/tidak bersetuju dengan cadangan pelawaan ini.

4. Jika tuan bersetuju dengan pelawaan ini, sila kemukakan cadangan tuan mengikut format Cadangan Teknikal dan Cadangan Kos seperti di **Lampiran B** dan **Lampiran C** berasaskan Terma Rujukan yang ditetapkan di atas. Tuan adalah dikehendaki mengemukakan cadangan tuan berdasarkan ketetapan berikut:

Bil	Perkara	Maklumat
1	Nama Agensi Yang Mempelawa	(sila nyatakan)
2	Alamat Agensi	(sila nyatakan)
3	Tarikh & Masa Akhir Pelawaan	(sila nyatakan)
4	Nama Pegawai Yang Boleh Dihubungi	(sila nyatakan)
5	No. Telefon, Faks & Emel Pegawai	(sila nyatakan)

5. Bersama-sama surat ini juga disertakan Surat Akuan Perunding untuk perhatian dan tandatangan tuan sekiranya tuan bersetuju dengan kandungan surat tersebut. Sila sertakan surat yang telah ditandatangani tersebut bersama-sama dengan cadangan tuan.

6. Untuk makluman tuan, sekiranya tuan bersetuju dengan pelawaan ini, namun demikian menarik diri dalam tempoh penyediaan cadangan pihak tuan/sebelum Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tuan hendaklah memaklumkan kepada Agensi ini dengan kadar segera agar pelawaan dapat dibuat kepada firma lain.

7. Walau bagaimanapun, sekiranya tuan telah terpilih secara rasmi dan kemudiannya menarik diri selepas Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tindakan ke atas tuan akan diambil selaras dengan peraturan Perbendaharaan yang berkuat kuasa**.**

8. Surat ini adalah RAHSIA KERAJAAN dan tidak boleh disebarkan kepada mana-mana pihak lain.

9. Surat ini hanyalah suatu surat pelawaan dan hendaklah tidak ditafsirkan dalam apa-apa cara jua sebagai mengikat Kerajaan.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menurut perintah,

……..
(Nama Penuh Pegawai & Agensi)

Lampiran A

BORANG JAWAPAN

(Nama & Alamat Agensi)
……..
……..

Rujukan Firma:……..
Tarikh :…….

Tuan,

PROJEK/KAJIAN:
Per: Jawapan Kepada Surat Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Dengan hormatnya saya merujuk kepada perkara di atas dan surat/faks tuan bertarikh _____ adalah berkaitan.

2. Dengan ini, saya yang mewakili (Nama Penuh Firma) **bersetuju/tidak bersetuju*** dengan pelawaan oleh pihak tuan bagi memberi/menawarkan perkhidmatan perunding untuk pelaksanaan projek/kajian di atas.

**3. Dengan persetujuan pelawaan ini, saya mengambil maklum akan syarat-syarat yang telah diperjelaskan oleh pihak tuan melalui surat pelawaan (sila nyatakan rujukan Agensi) bertarikh (sila nyatakan tarikh surat pelawaan Agensi).

Sekian, terima kasih.

……..
(Nama Penuh Wakil Firma)
Jawatan
Nama Firma
No. Kad Pengenalan

Nota:
*Potong mana yang tidak berkaitan
** Sekiranya firma memilih untuk tidak bersetuju, para ini adalah tidak berkaitan.

LAMPIRAN B

PANDUAN PENYEDIAAN CADANGAN TEKNIKAL
(Contoh bagi kajian)

	Dokumen Yang Perlu Diserahkan	Sila Tanda (√)		
		Ditanda oleh Perunding	**Ditanda oleh Jawatankuasa Pembuka**	**Muka Surat di Cadangan Teknikal**
1.	*Declaration Form*			
2.	Surat Akuan Kepentingan Perunding			
3.	Maklumat Petender			
4.	Senarai pengalaman petender melaksanakan kajian sama ada bagi Kerajaan, Swasta dan Negara Luar			
5.	*Curriculum Vitae* Kakitangan Yang Terlibat (Termasuk Prinsipal/Pemilik Firma)			
6.	Ringkasan *Curriculum Vitae* Kakitangan Yang Terlibat (Termasuk Prinsipal/Pemilik Firma)			
7.	Carta Ahli Pasukan kajian berkenaan berserta peranan dan tanggungjawab			
8.	Cadangan Jadual Pelaksanaan Kajian			
9.	Metodologi yang dicadangkan			
10.	Penyata Kewangan Tahunan yang telah diaudit bagi tiga (3) tahun terkini			
11.	Penyata KWSP dan SOCSO bagi tiga (3) bulan terkini atau perisytiharan jumlah emolumen setiap kakitangan			
12.	Senarai Program Kepastian Kualiti			
13.	Satu (1) CD mengandungi *soft copy* Cadangan Teknikal yang telah lengkap diisi oleh petender			

LAMPIRAN C

PANDUAN PENYEDIAAN CADANGAN KOS
(Contoh bagi kajian)

BIL.	Dokumen Yang Perlu Diserahkan	Sila Tanda (√)		
		Ditanda oleh Petender	Ditanda oleh Jawatankuasa Pembuka Tender	Muka Surat di Cadangan Kos
1.	Pengiraan Keseluruhan Anggaran Kos Perunding (termasuk Yuran Perunding dan Kos Imbuhan Balik)			
2.	Pengiraan Yuran Perunding Secara Input Masa & *Charge Rate*			
3.	Pengiraan Anggaran Kos Imbuhan Balik			
4.	Satu (1) CD mengandungi *soft copy* Cadangan Kos yang telah lengkap diisi oleh petender			

KERAJAAN MALAYSIA

Kaedah Perolehan Secara Tender Terbuka

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PK3.6 KAEDAH PEROLEHAN SECARA TENDER TERBUKA 1

1. Had Nilai Perolehan 1

2. Pengiklanan 1

3. Pembukaan Peti Tender 2

4. Semakan Kecukupan Dokumen Mandatori 3

5. Penilaian Teknikal 4

6. Penilaian Kos 5

7. Penilaian Keseluruhan 6

8. Perakuan JPP 6

9. Pertimbangan PBM 6

10. Prosedur Semakan Domestik (*Domestic Review Procedure*) 7

11. Penjelasan Berhubung Proses Perolehan Kerajaan (*Debriefing*) bagi Perolehan Tertakluk kepada FTA 7

12. Pelantikan Rasmi Perunding 7

13. Paparan Keputusan Perunding Yang Berjaya 7

14. Tarikh Kuat Kuasa 7

SENARAI LAMPIRAN

Lampiran 1 : Senarai Edaran Dokumen

Lampiran 2 : Borang Jadual Tender

Lampiran 3 : Format Penilaian Teknikal

Lampiran 4 : Format Penilaian Kos

Lampiran 5 : Format Penilaian Keseluruhan

Lampiran 6 : Format Kertas Perakuan Kepada PBM

Lampiran 7 : Format Keputusan Mesyuarat PBM

PK3.6 KAEDAH PEROLEHAN SECARA TENDER TERBUKA

1. Had Nilai Perolehan

Bil	Kategori Projek	Had Nilai
1.	Projek Pembangunan Fizikal	Kos Projek melebihi RM50 juta
2.	Kajian Fizikal/Bukan Fizikal	Kos Kajian melebihi RM500 ribu
3.	Ukur Tanah & Lain-Lain Kerja Ukur	Kos Kerja Ukur melebihi RM500 ribu

2. Pengiklanan

2.1. Agensi hendaklah mengiklankan projek/kajian di laman web *MyProcurement Portal* dan laman web masing-masing berdasarkan ketetapan berikut:

2.1.1. **Sekurang-kurangnya 21** hari kalendar bagi pelawaan terbuka tempatan; dan

2.1.2. **Sekurang-kurangnya 40** hari kalendar bagi pelawaan terbuka yang melibatkan penyertaan firma asing.

2.1.3. Tempoh sah laku tender **sekurang-kurangnya 90 hari** berturut-turut yang dikira daripada tarikh tender ditutup. Agensi hendaklah memastikan supaya tempoh sah laku tender tidak terlalu panjang kerana ini menyebabkan petender menaikkan harga tawaran mereka.

2.1.4. Kandungan iklan hendaklah sekurang-kurangnya mengandungi maklumat berikut:

(a) Agensi yang memanggil tender;
(b) Nombor Rujukan Iklan;
(c) Nama projek/kajian;
(d) Kod dan Nama Bidang perunding;
(e) Tarikh & masa tutup tender;
(f) Tempat, tarikh dan masa taklimat tender oleh agensi (jika perlu);
(g) Alamat Kaunter/Pejabat Dokumen Pelawaan boleh diperolehi;
(h) Alamat Penyerahan Cadangan Teknikal & Cadangan Kos (Peti Tender); dan
(i) Syarat-syarat penyertaan pelawaan.

2.1.5. Agensi hendaklah menetapkan jam 12.00 tengah hari pada hari tender ditutup sebagai waktu terakhir untuk menerima Cadangan Teknikal dan Cadangan Kos. Perunding yang mengemukakan Cadangan Teknikal dan Cadangan Kos pada jam 12.01 tengah hari dan ke atas, ianya akan direkodkan sebagai lewat dan tidak akan dipertimbangkan.

2.1.6. Dokumen Pelawaan hendaklah dijual kepada perunding selepas lawatan tapak dihadiri (sekiranya lawatan tapak adalah mandatori). Bagi tender yang dibuka kepada perunding yang berdaftar dengan MOF, dokumen pelawaan hendaklah dijual hanya kepada perunding yang berdaftar dan tarikh sijil pendaftarannya masih sah berkuat kuasa.

2.1.7. Pegawai Agensi yang dipertanggungjawabkan untuk mengedar dokumen pelawaan tersebut kepada perunding, hendaklah melengkapkan Borang Senarai Edaran seperti di **Lampiran 1** untuk dikemukakan kepada Jawatankuasa Pembuka Tender.

3. Pembukaan Peti Tender

3.1. Peti tender hendaklah disediakan di tempat yang strategik bagi memudahkan perunding.

3.2. Semua peti tender hendaklah dilabelkan dengan maklumat berikut:

3.2.1. Tajuk Iklan;
3.2.2. Tarikh & Masa Tutup tender;
3.2.3. “Cadangan Teknikal”; dan
3.2.4. “Cadangan Kos”

3.3. Peti tender hendaklah ditutup pada waktu yang ditetapkan dan hendaklah dikunci dengan dua (2) kunci yang berbeza dan anak kuncinya hendaklah dipegang secara berasingan oleh pegawai yang berbeza.

3.4. Sebaik sahaja tender ditutup, Agensi hendaklah menubuhkan Jawatankuasa Pembuka Tender. Penubuhan Jawatankuasa Pembuka Tender adalah berdasarkan syarat-syarat berikut:

3.4.1. Jawatankuasa Pembuka Tender hendaklah dianggotai sekurang-kurangnya oleh dua (2) orang pegawai, di mana seorang daripadanya

hendaklah terdiri daripada pegawai Kumpulan Pengurusan dan Profesional atau setaraf. Sekiranya Bahagian/Unit berkenaan kekurangan pegawai, pelantikan boleh dibuat di kalangan pegawai daripada Bahagian/Unit lain dalam Agensi tersebut;

3.4.2. Pelantikan ahli Jawatankuasa Pembuka Tender hendaklah dibuat secara bertulis oleh Pegawai Pengawal/Pegawai yang diturunkan kuasa; dan

3.4.3. Pelantikan ahli Jawatankuasa Pembuka Tender boleh dibuat secara tetap atau *adhoc* mengikut keperluan/kesesuaian Agensi dan tertakluk kepada persetujuan Pegawai Pengawal/Pegawai yang diturunkan kuasa.

3.4.4. Ahli Jawatankuasa Pembuka Tender hendaklah berlainan daripada Ahli JPP.

3.4.5. Tugas Jawatankuasa Pembuka Tender adalah seperti berikut :

(a) Selepas tender terbuka ditutup, peti tender hendaklah dibuka dengan kadar segera oleh Jawatankuasa Pembuka Tender tidak lewat dari 3 hari bekerja;

(b) Menerima Borang Senarai Edaran;

(c) Melengkapkan Borang Jadual Tender seperti di **Lampiran 2**;

(d) Memastikan bahawa cadangan teknikal dan kos dikemukakan dalam dua (2) sampul surat yang berasingan dan berlakri; dan

(e) Borang Jadual Tender beserta Cadangan Teknikal dan Cadangan Kos perunding hendaklah dikemukakan kepada Urus setia JPP.

4. Semakan Kecukupan Dokumen Mandatori

4.1. Sebaik sahaja penerimaan Borang Jadual Tender beserta Cadangan Teknikal dan Cadangan Kos perunding, Urusetia JPP hendaklah mengadakan mesyuarat penilaian JPP dengan kadar segera.

4.2. Urusetia JPP hendaklah mengedarkan dokumen berikut semasa mesyuarat untuk tindakan ahli JPP:

4.2.1. Senarai Edaran Dokumen;
4.2.2. Borang Jadual Tender;
4.2.3. Surat Akuan Ahli/ Pengerusi/ Urusetia Bagi Lembaga/ Jawatankuasa Berkaitan Perolehan Perkhidmatan Perunding;
4.2.4. Surat Akuan Selesai Tugas Ahli/ Pengerusi/ Urusetia Bagi Lembaga/ Jawatankuasa Berkaitan Perolehan Perkhidmatan Perunding (diisi sebaik sahaja selesai tugas);
4.2.5. Cadangan Teknikal perunding;
4.2.6. Dokumen Pelawaan Asal;
4.2.7. Perincian anggaran kos perkhidmatan perunding; dan
4.2.8. Kriteria Penilaian, Skema Pemarkahan dan markah lulus penilaian teknikal yang telah ditetapkan terdahulu oleh JPP.

4.3. JPP membuat semakan ke atas kecukupan dokumen mandatori perunding bagi membolehkan penilaian teknikal dibuat. Penilaian teknikal akan hanya dibuat ke atas perunding yang lulus semakan kecukupan dokumen mandatori.

5. Penilaian Teknikal

5.1. JPP hendaklah membuat penilaian teknikal terlebih dahulu berdasarkan kriteria penilaian yang telah ditetapkan. Borang Penilaian Teknikal seperti di **Lampiran 3**.

5.2. Setiap ahli hendaklah menilai kesemua cadangan secara individu dan proses penilaian tersebut hendaklah dibuat secara bermesyuarat.

5.3. Sekiranya terdapat cadangan perunding yang mempunyai markah penilaian teknikal yang sama (markah seri), JPP hendaklah melihat kepada markah yang telah diberikan ke atas kriteria kakitangan dan metodologi firma berkenaan dan mengutamakan firma yang mempunyai markah tertinggi dalam kedua-dua kriteria tersebut.

5.4. Selepas penilaian teknikal selesai, JPP hendaklah membuat rumusan penilaian dengan menyusun firma mengikut kedudukan markah penilaian teknikal tertinggi.

5.5. Berdasarkan rumusan penilaian teknikal yang dikemukakan oleh ahli JPP, Urusetia JPP hendaklah mengedarkan Cadangan Kos perunding yang lulus penilaian teknikal kepada JPP untuk penilaian kos seterusnya. Penilaian kos hanya dibuat untuk firma yang lulus penilaian teknikal sahaja.

6. Penilaian Kos

6.1. JPP hendaklah membuat penilaian kos dengan memastikan perkara berikut:

6.1.1. Penetapan yuran perunding mematuhi peraturan perolehan perunding yang berkuatkuasa;

6.1.2. Kos keseluruhan perkhidmatan perunding hendaklah tidak termasuk Cukai Perkhidmatan;

6.1.3. Kos imbuhan balik hendaklah disertakan butiran terperinci dan item serta kadar mematuhi peraturan perolehan perunding yang berkuatkuasa;

6.1.4. Tawaran harga perunding tidak melebihi anggaran kos siling perunding yang diluluskan oleh JPP sebagai anggaran Jabatan; dan

6.1.5. Sekiranya terdapat sebarang kesilapan arithmetik atau ketidakpatuhan ke atas kadar-kadar yang telah ditetapkan, JPP hendaklah mencatatkan kesilapan tersebut di dalam laporan kepada PBM. Sekiranya JPP membuat pembetulan ke atas kesilapan arithmetik atau ketidakpatuhan ke atas kadar-kadar yang telah ditetapkan dan pembetulan tersebut memberi kesan kepada susunan kedudukan, JPP hendaklah membuat penyenaraian tambahan sebagai perbandingan.

6.2. Selepas penilaian kos disempurnakan, JPP hendaklah membuat rumusan penilaian dengan menyusun firma mengikut tawaran kos terendah. Bagi perunding yang memberikan cadangan kos yang terendah, markah 100% akan diberikan manakala cadangan kos yang selebihnya akan diberi markah mengikut kadar kos yang dicadangkan (*inversely proportional to their prices*). Contoh :

Bil.	Nama Firma	Kos Yang Ditawarkan Oleh Perunding (RM)	Formula Pemarkahan	Markah (%)
1	Nama Firma A	1,950,000.00	100	100.00
2	Nama Firma B	1,980,000.00	A/B x 100	98.48
3	Nama Firma C	2,100,000.00	A/C x 100	92.86
4	Nama Firma D	2,300,000.00	A/D x 100	84.78

6.3. Borang Penilaian Kos seperti di **Lampiran 4**.

7. Penilaian Keseluruhan

7.1. JPP seterusnya membuat penilaian keseluruhan berdasarkan *Quality and Cost Based Selection* (QCBS) seperti berikut:

7.1.1. Formula menentukan markah keseluruhan :

$$\text{Markah Keseluruhan} = (Q \times W_1) + (C \times W_2)$$

7.1.2. Petunjuk adalah seperti berikut:

Q	:	Markah Penilaian Teknikal
W_1	:	Wajaran Penilaian Teknikal
C	:	Markah Penilaian Kos
W_2	:	Wajaran Penilaian Kos

7.1.3. Wajaran Penilaian Keseluruhan adalah ditetapkan seperti berikut:

Wajaran untuk Penilaian Teknikal ***W_1***	**Wajaran untuk Penilaian Kos** ***W_2***	**Wajaran Penilaian Keseluruhan**
80%	20%	100%

7.2. Borang Penilaian Keseluruhan adalah ditetapkan seperti di **Lampiran 5**.

8. Perakuan JPP

8.1. JPP hendaklah memperakukan perunding yang mendapat kedudukan tertinggi bagi penilaian keseluruhan. Borang Perakuan adalah seperti format di **Lampiran 6**.

9. Pertimbangan PBM

9.1. Sekiranya kertas perakuan yang disediakan oleh JPP adalah tidak lengkap, urusetia PBM berhak menolak untuk dilengkapkan semula oleh JPP. Sekiranya lengkap, Urusetia PBM hendaklah mengadakan mesyuarat dengan kadar segera.

9.2. PBM mempertimbangkan dan meluluskan pelantikan perunding berserta kos perunding berdasarkan perakuan JPP atau membuat pilihan petender yang lain.

9.3. Sekiranya LP Agensi tidak dapat mencapai persetujuan secara sebulat suara,

keputusan hendaklah dimuktamadkan oleh satu peringkat PBM yang lebih tinggi atau LP Agensi boleh memutuskan supaya JPP membuat penilaian/perakuan semula.

9.4. Tempoh sah laku tawaran perunding adalah selama sekurang-kurangnya 90 hari daripada tarikh tutup pelawaan. Sebarang pelanjutan ke atas tempoh sah laku tawaran perunding hendaklah diperolehi daripada Pengerusi LP Agensi.

9.5. Borang Keputusan PBM adalah seperti di **Lampiran 7.**

9.6. Setelah keputusan dibuat, urusetia PBM hendaklah memaklumkan keputusan tersebut kepada Agensi untuk membolehkan Agensi mengeluarkan Surat Setuju Terima kepada firma yang berjaya.

10. Prosedur Semakan Domestik (*Domestic Review Procedure*)

10.1. Sebarang bantahan ke atas perolehan yang tertakluk kepada FTA boleh dibuat oleh petender dan hendaklah merujuk di PK2.1.

11. Penjelasan Berhubung Proses Perolehan Kerajaan (*Debriefing*) bagi Perolehan Tertakluk kepada FTA

11.1. Tatacara debriefing bagi perolehan yang tertakluk kepada FTA dinyatakan di PK2.1.

12. Pelantikan Rasmi Perunding

12.1. Agensi mengeluarkan Surat Setuju Terima (SST) kepada perunding yang berjaya setelah kos dimuktamadkan oleh PBM serta menguruskan penyediaan dokumen perjanjian untuk ditandatangani dalam tempoh empat (4) bulan daripada tarikh pengakuan penerimaan SST oleh perunding.

13. Paparan Keputusan Perunding Yang Berjaya

13.1. Agensi hendaklah memaparkan nama perunding yang berjaya di laman web *Myprocurement Portal* dan laman web Agensi masing-masing sekurang-kurangnya empat belas (14) hari kalendar daripada tarikh pengakuan penerimaan Surat Setuju Terima oleh perunding.

14. Tarikh Kuat Kuasa

14.1. Peraturan ini adalah berkuat kuasa mulai **29 November 2022.**

LAMPIRAN

.

LAMPIRAN 1

SENARAI EDARAN DOKUMEN

Tajuk Iklan/Projek/Kajian:						
Tarikh & Masa Pengedaran Dokumen	**No Siri Dokumen**	**Nama Firma Perunding**	**No. Pendaftaran MOF/ROC/ ROB**	**Nama Wakil Firma**	**No. Kad Pengenalan/ Pasport**	**Tandatangan Wakil Firma**

Bilangan Dokumen yang disediakan (diisi oleh Agensi) :

Bilangan Dokumen yang telah diedarkan (diisi oleh Agensi) :

Tandatangan Pegawai Agensi :

Nama Pegawai :

Jawatan :

Tarikh :

LAMPIRAN 2

BORANG JADUAL TENDER

(Untuk Disediakan Oleh Jawatankuasa Pembuka Tender)

Tajuk Iklan :
Tarikh Tutup Pelawaan:
Masa Tutup Pelawaan :

Nama Firma Perunding	Kod Bidang Pendaftaran	Tarikh Tamat Pendaftaran dengan MOF	Tempoh Sah Laku Tawaran	Tempoh Siap Kajian (hanya untuk kajian fizikal/bukan fizikal sahaja)	Dokumen Wajib Yang Tidak Dikemukakan/ Tidak Lengkap

Sebanyak …… bilangan firma yang menyertai tender*terhad/terbuka tanpa pra kelayakan/terbuka melalui pra kelayakan telah diterima dan dibuka pada tarikh ..... jam ..... seperti di jadual di atas.

Pengesahan Pengerusi dan Ahli Jawatankuasa Pembuka Tender

Nama	Jawatan	Tandatangan

Tarikh:

**Potong mana yang berkenaan.*

LAMPIRAN 3

FORMAT PENILAIAN TEKNIKAL

TAJUK IKLAN :……..
BILANGAN KERTAS TENDER YANG DINILAI :……bil
MARKAH LULUS TEKNIKAL YANG DITETAPKAN :…… %

Kriteria Utama Penilaian Teknikal		Wajaran yg ditetapkan (%)	FIRMA 1				FIRMA 2				FIRMA 3			
			Penilaian Ahli JPP 1	Penilaian Ahli JPP 2	Penilaian Ahli JPP 3	Purata Markah %	Penilaian Ahli JPP 1	Penilaian Ahli JPP 2	Penilaian Ahli JPP 3	Purata Markah %	Penilaian Ahli JPP 1	Penilaian Ahli JPP 2	Penilaian Ahli JPP 3	Purata Markah %
1	Kapabiliti Firma													
2	Kakitangan yang terlibat													
3	Metodologi													
4	Program Kepastian Kualiti													
5	Sesi Pembentangan oleh Perunding (Sekiranya Perlu)													
JUMLAH														
NYATAKAN LULUS/GAGAL PENILAIAN TEKNIKAL														
KEDUDUKAN														

Tandatangan Pengerusi dan Ahli JPP:

Nama	Jawatan/Wakil Kementerian	Tandatangan

Tarikh:

LAMPIRAN 4

FORMAT PENILAIAN KOS

TAJUK IKLAN : .....

BIL. DOKUMEN PELAWAAN YANG LULUS PENILAIAN TEKNIKAL ..... bil.

KOS TERENDAH YANG DITAWARKAN : RM .....(nyatakan) bersamaan wajaran 100%

KRITERIA		KOS DITAWARKAN		
		FIRMA 1	FIRMA 2	FIRMA 3
A	YURAN PERUNDING			
	1 Basic Services			
	2 Basic Services (Other Associated Consultants)			
	3 Additional Services			
B	KOS PENYELIAAN TAPAK (sekiranya berkaitan)			
	1 Kakitangan Ikhtisas			
	2 Kakitangan Separa Ikhtisas			
C	KOS IMBUHAN BALIK			
	JUMLAH (RM)			
	PEMARKAHAN *(Kos Terendah/Kos Ditawarkan x 100)*			
	KEDUDUKAN			

Tandatangan Pengerusi dan Ahli JPP :

Nama	Jawatan/Wakil Kementerian	Tandatangan

Tarikh :

LAMPIRAN 5

FORMAT PENILAIAN KESELURUHAN

TAJUK IKLAN : ……
BILANGAN DOKUMEN PELAWAAN YANG DINILAI ..... bil.
BILANGAN DOKUMEN PELAWAAN YANG LULUS PENILAIAN TEKNIKAL ..... bil.

		FIRMA		
A	**MARKAH PENILAIAN TEKNIKAL (%)**	**FIRMA 1**	**FIRMA 2**	**FIRMA 3**
	1 Markah (%)			
	2 Status LULUS/GAGAL			
	3 Kedudukan Teknikal			
	4 Skor Teknikal *(Markah X 80%)*	**/80**	**/80**	**/80**
B	**KOS DITAWARKAN (RM)**			
	1 Markah (%)			
	2 Kedudukan Kos			
	3 Skor Kos *(Markah X 20%)*	**/20**	**/20**	**/20**
	SKOR KESELURUHAN *(Skor Teknikal + Skor Kos)*	**/100**	**/100**	**/100**
	KEDUDUKAN KESELURUHAN			
	PERUNDING YANG DIPERAKUKAN "✓"			
	ULASAN (jika ada)			

Tandatangan Pengerusi dan Ahli JPP:

Nama	Jawatan/Wakil Kementerian	Tandatangan

Tarikh :

LAMPIRAN 6

FORMAT KERTAS PERAKUAN KEPADA PBM
PELANTIKAN PERUNDING & KOS
SECARA TENDER TERBUKA

Tajuk Permohonan: Nama Projek/Kajian
Jenis Permohonan: Kelulusan Pelantikan Perunding Dan Kos Secara Tender Terbuka
Kod dan Nama Bidang Perkhidmatan Perunding: (sila nyatakan)

BIL	PERKARA		
1.	**TUJUAN & JUSTIFIKASI PERMOHONAN (sila nyatakan)**		
2.	**MAKLUMAT PROJEK/KAJIAN**		
	a. Tajuk Projek/Kajian	:	(sila nyatakan tajuk mengikut nama projek/kajian yang telah diluluskan oleh EPU)
	b. Sumber Pembiayaan	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ Kerajaan Persekutuan ☐ Kerajaan Negeri ☐ PFI ☐ Dana Asing: (sila nyatakan) ☐ Lain-lain : (sila nyatakan)
	c. Jenis Peruntukan	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ Pembangunan ☐ Mengurus ☐ Lain-Lain : (sila nyatakan)
	d. Kod Setia (untuk peruntukan pembangunan sahaja)		(sila nyatakan 14 digit nombor kod setia)
	e. Siling Peruntukan Projek/Kajian Yang Diluluskan EPU	:	(sila nyatakan kos siling dalam RM bagi projek/kajian yang akan dilaksanakan)
	f. Jenis Projek/Kajian	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ Pembangunan Fizikal ☐ Kajian Fizikal ☐ Kajian Bukan Fizikal ☐ Alam Sekitar ☐ Ukur Tanah
	g. Peruntukan Tahun Semasa	:	(sila nyatakan)
	h. Tempoh Projek/Kajian	:	(sila nyatakan dalam bulan/minggu)
	i. Lokasi Projek/Kajian	:	(sila nyatakan)
	j. Kementerian/Agensi Pengguna	:	(sila nyatakan)
	k. Kementerian/Agensi Pelaksana	:	(sila nyatakan)

3.	**MAKLUMAT LANTIKAN**		
	a. Kaedah Lantikan	:	Tender Terbuka (Tanpa Pra Kelayakan)
	b. Kaedah Pembayaran	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ *Fixed Fee* ☐ Input Masa
	c. Skop Perkhidmatan Perunding	:	**Pembangunan Fizikal** Sila tandakan(✓)pada skop yang berkaitan ☐ Reka bentuk Skematik ☐ Reka bentuk Terperinci ☐ Peringkat Pembinaan ☐ Pengawasan Tapak ☐ Ukur Tanah ☐ Penyediaan Dokumen Tender ☐ *Additional/Special Service* **Kajian** Sila tandakan(✓)pada skop yang berkaitan ☐ Penyediaan Pelan Induk ☐ Kajian Kejuruteraan/Teknikal ☐ Perancangan Bandar & Wilayah ☐ Kajian Alam Sekitar ☐ Lain-lain: (sila nyatakan)
	d. Anggaran Kos Perkhidmatan Perunding Yang Dipohon Agensi (mengikut bidang)	:	**Bidang** / **Yuran Perunding (YP) (RM)** / **Kos Imbuhan Balik (IB) (RM)** / **Cukai Perkhidmatan 6% x (YP+IB) (RM)** / **Jumlah (RM)**
4.	**MAKLUMAT JAWATANKUASA PEMBUKA PETI PELAWAAN TERBUKA**		
	a. Tarikh Tutup Iklan	:	(sila nyatakan)
	b. Tarikh & Masa Peti Dibuka	:	(sila nyatakan)
	c. Bilangan firma yang mengemukakan cadangan	:	(sila nyatakan)
	d. Tempoh sah laku tawaran	:	(sila nyatakan)
	e. Tarikh Serahan Borang Jadual Tender Kepada JPP (sertakan salinan borang jadual)	:	(sila nyatakan)
5.	**MAKLUMAT PENILAIAN FIRMA**		
	a. Tarikh Mesyuarat JPP	:	(sila nyatakan)
	b. Bilangan Cadangan Perunding Yang Dinilai	:	(sila nyatakan)
	c. Bilangan Cadangan Perunding Yang Tidak Dinilai & Nyatakan Justifikasi	:	(sila nyatakan)

	d. Perakuan Oleh JPP	:	(sila lampirkan Keputusan Penilaian Keseluruhan Teknikal dan Kos firma yang telah ditandatangani oleh JPP)
6.	**SENARAI DOKUMEN SOKONGAN**		
	i. Terma Rujukan ii. Kelulusan Senarai Pendek oleh JPP iii. Kriteria penilaian dan markah lulus yang telah ditetapkan iv. Penilaian keseluruhan firma perunding yang menyertai tender (penilaian teknikal dan penilaian kos) v. Salinan surat lantikan JPP vi. Minit mesyuarat JPP vii. Salinan Borang Jadual Tender viii. Lain-lain yang berkaitan		

Disediakan Oleh : Urusetia JPP
Tarikh :

LAMPIRAN 7

FORMAT KEPUTUSAN MESYUARAT PBM
PELANTIKAN PERUNDING & KOS
SECARA TENDER TERBUKA

1. Bil Mesyuarat : ……
2. Tarikh Mesyuarat : ……
3. Kementerian/Agensi Yang Memohon : ……
4. Tajuk Projek/Kajian : …….....
5. Sumber Pembiayaan : .....
6. Jenis Peruntukan : .....
7. Kod SETIA Projek : .....
8. Siling Peruntukan Projek/Kajian Yang Diluluskan EPU : …….
9. Kategori Projek/Kajian : .....
10. Peruntukan Tahun Semasa : .....
11. Tempoh Projek/Kajian : ……..
12. Lokasi Projek/Kajian : .....
13. Kementerian/Agensi Pengguna : .....
14. Kementerian/Agensi Pelaksana : .....
15. Tempoh Perkhidmatan Perunding : .....
16. Kaedah Lantikan : ……
17. No. Rujukan Iklan Tender Terbuka : ……
18. Tarikh & Masa Tutup Tender Terbuka : ……
19. Perunding Yang Diluluskan adalah seperti berikut :

Bidang Perunding	**Skop Perkhidmatan**	**Nama, No. Pendaftaran Kementerian Kewangan & Alamat Firma**	**Kaedah Bayaran (*Fixed Fee*/ Input Masa)**	**Kos Perkhidmatan Perunding (RM)**	**Cukai Perkhidmatan (RM)**	**Ulasan/Syarat Tambahan PBM (sekiranya ada)**

20. Tandatangan Ahli PBM :

Nama	**Jawatan / Wakil Kementerian**	**Keputusan**	**Tandatangan**
	Pengerusi	Setuju/Tidak Setuju	
	Wakil Agensi	Setuju/Tidak Setuju	
	Wakil Agensi	Setuju/Tidak Setuju	

PK 3.7



KERAJAAN MALAYSIA

Kaedah Perolehan Secara Tender Terbuka
Pra Kelayakan

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PK 3.7 KAEDAH PEROLEHAN SECARA TENDER TERBUKA PRA KELAYAKAN ... 1

1. Had Nilai Perolehan ... 1

2. Peringkat 1: Pra Kelayakan ... 2

2.1. Pengiklanan Pra Kelayakan ... 2

2.2. Pembukaan Peti Tender Pra Kelayakan ... 3

2.3. Semakan Kecukupan Dokumen Mandatori ... 4

2.4. Penilaian Teknikal Pra Kelayakan ... 5

2.5. Perakuan JPP : Senarai Pendek Perunding ... 5

2.6. Pertimbangan PBM : Kelulusan Senarai Pendek ... 5

3. Peringkat 2 : Perunding Yang Disenarai Pendek ... 6

3.1. Pelawaan Kepada Perunding Yang Disenarai Pendek ... 6

3.2. Pembukaan Peti Tender Perunding Yang Disenarai Pendek ... 7

3.3. Semakan Kecukupan Dokumen Mandatori Perunding ... 7

3.4. Penilaian Teknikal ... 8

3.5. Penilaian Kos ... 8

3.6. Penilaian Keseluruhan ... 10

3.7. Perakuan JPP: Perunding dan Kos ... 10

3.8. Pertimbangan PBM: Kelulusan Perunding dan Kos ... 11

3.9 Prosedur Semakan Domestik (*Domestic Review Procedure*) ... 11

3.10 Penjelasan Berhubung Proses Perolehan Kerajaan (*Debriefing*) bagi Perolehan Tertakluk kepada FTA ... 11

3.11 Pelantikan Rasmi Perunding ... 11

3.12 Paparan Keputusan Perunding Yang Berjaya ... 12

4. Tarikh Kuat Kuasa ... 12

SENARAI LAMPIRAN

Lampiran 1	**:**	**Senarai Edaran Dokumen**
Lampiran 2	**:**	**Borang Jadual Tender**
Lampiran 3	**:**	**Format Penilaian Teknikal Pra Kelayakan**
Lampiran 4	**:**	**Format Kertas Perakuan Kepada PBM Senarai Pendek Perunding**
Lampiran 5	**:**	**Format Keputusan Mesyuarat PBM Senarai Pendek Perunding**
Lampiran 6	**:**	**Surat Pelawaan**
Lampiran 7	**:**	**Format Penilaian Teknikal**
Lampiran 8	**:**	**Format Penilaian Kos**
Lampiran 9	**:**	**Format Penilaian Keseluruhan**
Lampiran 10	**:**	**Format Kertas Perakuan Kepada PBM**
Lampiran 11	**:**	**Format Keputusan Mesyuarat PBM**

PK 3.7 KAEDAH PEROLEHAN SECARA TENDER TERBUKA PRA KELAYAKAN

1. Had Nilai Perolehan

Bil	Kategori Projek	Had Nilai
1.	Projek Pembangunan Fizikal	Kos Projek melebihi RM50 juta
2.	Kajian Fizikal/Bukan Fizikal	Kos Kajian melebihi RM500 ribu
3.	Ukur Tanah & Lain-Lain Kerja Ukur	Kos Kerja Ukur melebihi RM500 ribu

1.1. Kaedah tender terbuka pra kelayakan adalah dilaksanakan bagi projek/kajian yang mempunyai terlalu ramai perunding berdaftar dengan Kementerian Kewangan di bawah sesuatu kod bidang. Bagi membolehkan Agensi mendapatkan maklumat bilangan perunding yang berdaftar dengan Kementerian Kewangan di bawah sesuatu kod bidang, Agensi boleh membuat semakan melalui laman web Sistem ePerolehan.

1.2. Kaedah tender terbuka pra kelayakan juga hendaklah dilaksanakan bagi projek pembangunan fizikal yang memerlukan pengemukaan lukisan reka bentuk konsep tertakluk kepada syarat-syarat berikut :

1.2.1. Arahan untuk mengemukakan cadangan lukisan rekabentuk konsep hanya boleh dikeluarkan kepada perunding yang lulus penilaian teknikal pra kelayakan. Pengiklanan pra kelayakan hanyalah bertujuan mendapatkan senarai perunding yang berminat dan mempunyai keupayaan teknikal sebagaimana yang dikehendaki oleh Agensi.

1.2.2. Perunding yang lulus penilaian teknikal pra kelayakan dan telah mengemukakan lukisan reka bentuk konsep tetapi tidak berjaya dianugerahkan tender projek tersebut, adalah layak dibayar honorarium/saguhati/hadiah/ganjaran mengikut kadar yang telah ditetapkan oleh Agensi tertakluk kepada kelulusan Pegawai Pengawal. Kadar honorarium/saguhati/hadiah/ganjaran tersebut hendaklah dinyatakan secara *upfront* di dalam Dokumen Pelawaan.

2. Peringkat 1: Pra Kelayakan

2.1. Pengiklanan Pra Kelayakan

2.1.1. Agensi hendaklah mengiklankan projek/kajian di laman web MyProcurement Portal dan laman web masing-masing **sekurang-kurangnya 25 hari** sehingga tarikh tamat iklan.

2.1.2. Tempoh sah laku tawaran perunding adalah **sekurang-kurangnya 180** hari berturut-turut daripada tarikh tutup pelawaan.

2.1.3. Kandungan iklan pra kelayakan hendaklah sekurang-kurangnya mengandungi maklumat berikut:

(a) Agensi yang memanggil tender;
(b) Nombor Rujukan Iklan;
(c) Nama projek/kajian;
(d) Kod dan Nama Bidang perunding;
(e) Tarikh & masa tutup tender;
(f) Tempat, tarikh dan masa taklimat tender oleh agensi (jika perlu);
(g) Alamat Kaunter/Pejabat Dokumen Pelawaan boleh diperolehi;
(h) Alamat Penyerahan Cadangan Teknikal (Peti Tender); dan
(i) Syarat-syarat penyertaan pelawaan.

2.1.4. Agensi hendaklah menetapkan jam 12.00 tengah hari pada hari tender ditutup sebagai waktu terakhir untuk menerima Cadangan Teknikal. Perunding yang mengemukakan Cadangan Teknikal pada jam 12.01 tengah hari dan ke atas, ianya akan direkodkan sebagai lewat dan tidak akan dipertimbangkan.

2.1.5. Dokumen Pelawaan Pra Kelayakan hendaklah dijual kepada perunding selepas lawatan tapak dihadiri (sekiranya lawatan tapak adalah mandatori). Bagi tender pra kelayakan yang dibuka kepada perunding yang berdaftar dengan MOF, dokumen pelawaan pra kelayakan hendaklah dijual hanya kepada perunding yang berdaftar dan tarikh sijil pendaftarannya masih sah berkuat kuasa.

2.1.6. Pegawai Agensi yang dipertanggungjawabkan untuk mengedar dokumen pelawaan tersebut kepada perunding, hendaklah melengkapkan Borang Senarai Edaran seperti di **Lampiran 1** untuk dikemukakan kepada Jawatankuasa Pembuka Tender.

2.2. Pembukaan Peti Tender Pra Kelayakan

2.2.1. Peti tender hendaklah disediakan di tempat yang strategik bagi memudahkan perunding.

2.2.2. Semua peti tender pra kelayakan hendaklah dilabelkan dengan maklumat berikut:

(a) Tajuk Iklan;
(b) Tarikh & Masa Tutup tender; dan
(c) “Cadangan Teknikal”

2.2.3. Peti tender hendaklah ditutup pada waktu yang ditetapkan dan hendaklah dikunci dengan dua (2) kunci yang berbeza dan anak kuncinya hendaklah dipegang secara berasingan oleh pegawai yang berbeza.

2.2.4. Sebaik sahaja tender ditutup, Agensi hendaklah menubuhkan Jawatankuasa Pembuka Tender. Penubuhan Jawatankuasa Pembuka Tender adalah berdasarkan syarat-syarat berikut:

(a) Jawatankuasa Pembuka Tender hendaklah dianggotai sekurang-kurangnya oleh dua (2) orang pegawai, di mana seorang daripadanya hendaklah terdiri daripada pegawai Kumpulan Pengurusan dan Profesional atau setaraf. Sekiranya Bahagian/Unit berkenaan kekurangan pegawai, pelantikan boleh dibuat di kalangan pegawai daripada Bahagian/Unit lain dalam Agensi tersebut;

(b) Pelantikan ahli Jawatankuasa Pembuka Tender hendaklah dibuat secara bertulis oleh Pegawai Pengawal/Pegawai yang diturunkan kuasa; dan

(c) Pelantikan ahli Jawatankuasa Pembuka Tender boleh dibuat secara tetap atau *adhoc* mengikut keperluan/kesesuaian Agensi dan tertakluk kepada persetujuan Pegawai Pengawal/Pegawai yang diturunkan kuasa.

(d) Ahli Jawatankuasa Pembuka Tender hendaklah berlainan daripada Ahli JPP.

(e) Tugas Jawatankuasa Pembuka Tender adalah seperti berikut :

(i) Selepas tender terbuka ditutup, peti tender hendaklah dibuka dengan kadar segera oleh Jawatankuasa Pembuka Tender tidak lewat dari 3 hari bekerja;

(ii) Menerima Borang Senarai Edaran;

(iii) Melengkapkan Borang Jadual Tender seperti di **Lampiran 2**;

(iv) Memastikan bahawa cadangan teknikal yang dikemukakan adalah berlakri; dan

(v) Borang Jadual Tender beserta Cadangan Teknikal hendaklah dikemukakan kepada JPP.

2.3. Semakan Kecukupan Dokumen Mandatori

2.3.1. Sebaik sahaja penerimaan Borang Jadual Tender beserta Cadangan Teknikal daripada Agensi, Urusetia JPP hendaklah mengadakan mesyuarat penilaian JPP dengan kadar segera.

2.3.2. Urusetia JPP hendaklah mengedarkan dokumen-dokumen berikut semasa mesyuarat untuk tindakan ahli JPP:

(a) Senarai Edaran Dokumen;
(b) Borang Jadual Tender;
(c) Surat Akuan Ahli/ Pengerusi/ Urusetia Bagi Lembaga/ Jawatankuasa Berkaitan Perolehan Perkhidmatan Perunding;
(d) Surat Akuan Selesai Tugas Ahli/ Pengerusi/ Urusetia Bagi Lembaga/ Jawatankuasa Berkaitan Perolehan Perkhidmatan Perunding (diisi sebaik sahaja selesai tugas);
(e) Cadangan Teknikal perunding;
(f) Dokumen Pelawaan Asal; dan
(g) Kriteria Penilaian, Skema Pemarkahan dan markah lulus penilaian teknikal pra kelayakan yang telah ditetapkan terdahulu oleh JPP.

2.3.3. JPP membuat semakan ke atas kecukupan dokumen mandatori perunding bagi membolehkan penilaian teknikal pra kelayakan dibuat. Penilaian teknikal pra kelayakan akan hanya dibuat ke atas perunding yang lulus semakan kecukupan dokumen mandatori.

2.4. Penilaian Teknikal Pra Kelayakan

2.4.1. JPP hendaklah membuat penilaian teknikal pra kelayakan kriteria penilaian yang telah ditetapkan. Borang Penilaian Teknikal Pra Kelayakan seperti di **Lampiran 3**.

2.4.2. Setiap ahli hendaklah menilai kesemua cadangan perunding secara individu dan proses penilaian tersebut hendaklah dibuat secara bermesyuarat.

2.4.3. Sekiranya terdapat cadangan perunding yang mempunyai markah penilaian teknikal yang sama (markah seri), JPP hendaklah melihat kepada markah yang telah diberikan ke atas kriteria kakitangan dan metodologi firma-firma berkenaan dan mengutamakan firma yang mempunyai markah tertinggi dalam kedua-dua kriteria tersebut.

2.4.4. Selepas penilaian teknikal pra kelayakan selesai, JPP hendaklah membuat rumusan penilaian dengan menyusun firma mengikut kedudukan markah penilaian teknikal tertinggi.

2.5. Perakuan JPP : Senarai Pendek Perunding

2.5.1. JPP hendaklah memperakukan semua perunding yang lulus penilaian teknikal pra kelayakan untuk pertimbangan senarai pendek oleh PBM. Borang Perakuan adalah seperti format di **Lampiran 4**.

2.6. Pertimbangan PBM : Kelulusan Senarai Pendek

2.6.1. Sekiranya kertas perakuan yang disediakan oleh JPP adalah tidak lengkap, urusetia PBM berhak menolak untuk dilengkapkan semula oleh JPP. Sekiranya lengkap, Urusetia PBM hendaklah mengadakan mesyuarat dengan kadar segera.

2.6.2. PBM mempertimbangkan dan meluluskan senarai perunding yang layak dan lulus penilaian teknikal pra kelayakan untuk disaring ke peringkat kedua.

2.6.3. Sekiranya LP Agensi tidak dapat mencapai persetujuan secara sebulat suara, keputusan hendaklah dimuktamadkan oleh satu peringkat PBM yang lebih tinggi atau LP Agensi boleh memutuskan supaya JPP membuat penilaian/perakuan semula.

2.6.4. Borang Keputusan PBM adalah seperti di **Lampiran 5.**

2.6.5. Setelah keputusan dibuat, urusetia PBM hendaklah memaklumkan keputusan tersebut kepada Agensi untuk membolehkan Agensi mengeluarkan Surat Pelawaan untuk panggilan ke tender peringkat kedua.

3. Peringkat 2 : Perunding Yang Disenarai Pendek

3.1. Pelawaan Kepada Perunding Yang Disenarai Pendek

3.1.1. Agensi hendaklah mengeluarkan surat pelawaan beserta dokumen pelawaan kepada perunding yang telah disenaraipendek oleh PBM untuk mengemukakan Cadangan Teknikal dan Cadangan Kos.

3.1.2. Tempoh pelawaan hendaklah **sekurang-kurangnya 40 hari** berturut-turut dari tarikh surat pelawaan sehingga tarikh tender ditutup. Agensi hendaklah memastikan syarikat yang dipelawa mempunyai masa yang mencukupi untuk mengisi tender dokumen dan seterusnya mengemukakan tawaran sebelum tarikh tutup.

3.1.3. Format Surat Pelawaan adalah seperti di **Lampiran 6**.

3.1.4. Tempoh sah laku tawaran perunding adalah **sekurang-kurangnya 90 hari** berturut-turut daripada tarikh tutup pelawaan. Sebarang pelanjutan ke atas tempoh sah laku tawaran perunding hendaklah diperolehi daripada Pengerusi LP Agensi.

1.1.1. Pegawai Agensi yang dipertanggungjawabkan untuk mengedar surat dan dokumen pelawaan tersebut kepada perunding, hendaklah melengkapkan Borang Senarai Edaran seperti di **Lampiran 1** untuk dikemukakan kepada Jawatankuasa Pembuka Tender.

3.2 Pembukaan Peti Tender Perunding Yang Disenarai Pendek

1.2.1. Semua peti tender hendaklah dilabelkan dengan maklumat berikut:

(a) Tajuk Iklan;
(b) Tarikh & Masa Tutup tender;
(c) “Cadangan Teknikal”; dan
(d) “Cadangan Kos”

1.2.2. Sebaik sahaja tender ditutup, Agensi hendaklah menubuhkan Jawatankuasa Pembuka Tender.

1.2.3. Selepas tender terbuka ditutup, peti tender hendaklah dibuka dengan kadar segera oleh Jawatankuasa Pembuka Tender tidak lewat dari 3 hari bekerja.

1.2.4. Jawatankuasa Pembuka Tender hendaklah melengkapkan Borang Jadual Tender seperti di **Lampiran 2**, memastikan bahawa cadangan kos dan cadangan teknikal dikemukakan dalam dua (2) sampul surat yang berasingan dan berlakri dan Borang Jadual Tender beserta Cadangan Teknikal dan Cadangan Kos perunding dikemukakan kepada JPP.

3.3 Semakan Kecukupan Dokumen Mandatori Perunding

1.3.1. Sebaik sahaja penerimaan Borang Jadual Tender beserta Cadangan Teknikal dan Cadangan Kos perunding, Urusetia JPP hendaklah mengadakan mesyuarat penilaian JPP dengan kadar segera.

1.3.2. Urusetia JPP hendaklah mengedarkan dokumen-dokumen berikut semasa mesyuarat untuk tindakan ahli JPP:

(a) Senarai Edaran Dokumen;
(b) Borang Jadual Tender;
(c) Surat Akuan Ahli/ Pengerusi/ Urusetia Bagi Lembaga/ Jawatankuasa Berkaitan Perolehan Perkhidmatan Perunding;
(d) Surat Akuan Selesai Tugas Ahli/ Pengerusi/ Urusetia Bagi Lembaga/ Jawatankuasa Berkaitan Perolehan Perkhidmatan Perunding (diisi sebaik sahaja selesai tugas);

(e) Cadangan Teknikal;
(f) Dokumen Pelawaan Asal;
(g) Perincian anggaran kos perkhidmatan perunding; dan
(h) Kriteria Penilaian, Skema Pemarkahan dan markah lulus penilaian teknikal yang telah ditetapkan terdahulu oleh JPP.

1.3.3. JPP membuat semakan ke atas kecukupan dokumen mandatori perunding bagi membolehkan penilaian teknikal dibuat. Penilaian teknikal akan hanya dibuat ke atas perunding yang lulus semakan kecukupan dokumen mandatori.

3.4 Penilaian Teknikal

3.4.1 JPP hendaklah membuat penilaian teknikal terlebih dahulu berdasarkan kriteria penilaian yang telah ditetapkan. Borang Penilaian Teknikal seperti di **Lampiran 7**.

3.4.2 Setiap ahli hendaklah menilai kesemua cadangan secara individu dan proses penilaian tersebut hendaklah dibuat secara bermesyuarat.

3.4.3 Sekiranya terdapat cadangan perunding yang mempunyai markah penilaian teknikal yang sama (markah seri), JPP hendaklah melihat kepada markah yang telah diberikan ke atas kriteria kakitangan dan metodologi firma-firma berkenaan dan mengutamakan firma yang mempunyai markah tertinggi dalam kedua-dua kriteria tersebut.

3.4.4 Selepas penilaian teknikal selesai, JPP hendaklah membuat rumusan penilaian dengan menyusun firma mengikut kedudukan markah penilaian teknikal tertinggi.

3.4.5 Berdasarkan rumusan penilaian teknikal yang dikemukakan oleh ahli JPP, Urusetia JPP hendaklah mengedarkan Cadangan Kos perunding yang lulus penilaian teknikal kepada JPP untuk penilaian kos seterusnya. Penilaian kos hanya dibuat untuk firma yang lulus penilaian teknikal sahaja.

3.5 Penilaian Kos

3.5.1 JPP hendaklah membuat penilaian kos dengan memastikan perkara berikut:

(a) Penetapan yuran perunding mematuhi peraturan perolehan perunding yang berkuatkuasa;

(b) Kos keseluruhan perkhidmatan perunding hendaklah tidak termasuk Cukai Perkhidmatan;

(c) Kos imbuhan balik hendaklah disertakan butiran terperinci dan item serta kadar mematuhi peraturan perolehan perunding yang berkuatkuasa;

(d) Tawaran harga perunding tidak melebihi anggaran kos siling perunding yang diluluskan oleh JPP sebagai anggaran Jabatan; dan

(e) Sekiranya terdapat sebarang kesilapan arithmetik atau ketidakpatuhan ke atas kadar-kadar yang telah ditetapkan, JPP hendaklah mencatatkan kesilapan tersebut di dalam laporan kepada PBM. Sekiranya JPP membuat pembetulan ke atas kesilapan arithmetik atau ketidakpatuhan ke atas kadar-kadar yang telah ditetapkan dan pembetulan tersebut memberi kesan kepada susunan kedudukan, JPP hendaklah membuat penyenaraian tambahan sebagai perbandingan.

3.5.2 Selepas penilaian kos disempurnakan, ahli JPP hendaklah membuat rumusan penilaian dengan menyusun firma mengikut tawaran kos terendah. Bagi perunding yang memberikan cadangan kos yang terendah, markah 100% akan diberikan manakala cadangan kos yang selebihnya akan diberi markah mengikut kadar kos yang dicadangkan (*inversely proportional to their prices*).

Contoh :

Bil.	**Nama Firma**	**Kos Yang Ditawarkan Oeh Perunding (RM)**	**Formula Pemarkahan**	**Markah (%)**
1.	Firma A	1,950,000.00	100	100.00
2.	Firma B	1,980,000.00	A/B x 100	98.48
3.	Firma C	2,100,000.00	A/C x 100	92.86
4.	Firma D	2,300,000.00	A/D x 100	84.78

3.5.3 Borang Penilaian Kos seperti di **Lampiran 8**.

3.6 Penilaian Keseluruhan

3.6.1 JPP seterusnya membuat penilaian keseluruhan berdasarkan *Quality and Cost Based Selection* (QCBS) seperti berikut:

(a) Formula menentukan markah keseluruhan :

$$\text{Markah Keseluruhan} = (Q \times W_1) + (C \times W_2)$$

(b) Petunjuk adalah seperti berikut:

Q	:	Markah Penilaian Teknikal
W_1	:	Wajaran Penilaian Teknikal
C	:	Markah Penilaian Kos
W_2	:	Wajaran Penilaian Kos

(c) Wajaran Penilaian Keseluruhan adalah ditetapkan seperti berikut:

Wajaran untuk Penilaian Teknikal ***W₁***	**Wajaran untuk Penilaian Kos** ***W₂***	**Wajaran Penilaian Keseluruhan**
80%	20%	100%

3.6.2 Borang Penilaian Keseluruhan adalah ditetapkan seperti di **Lampiran 9**.

3.7 Perakuan JPP: Perunding dan Kos

3.7.1 JPP hendaklah memperakukan perunding yang mendapat kedudukan tertinggi bagi penilaian keseluruhan. Borang Perakuan adalah seperti format di **Lampiran 10**.

3.8 Pertimbangan PBM: Kelulusan Perunding dan Kos

3.8.1 Sekiranya kertas perakuan yang disediakan oleh JPP adalah tidak lengkap, urusetia PBM berhak menolak untuk dilengkapkan semula oleh JPP. Sekiranya lengkap, Urusetia PBM hendaklah mengadakan mesyuarat dengan kadar segera.

3.8.2 PBM mempertimbangkan dan meluluskan pelantikan perunding berserta kos perunding berdasarkan perakuan JPP atau membuat pilihan petender yang lain.

3.8.3 Sekiranya LP Agensi tidak dapat mencapai persetujuan secara sebulat suara, keputusan hendaklah dimuktamadkan oleh satu peringkat PBM yang lebih tinggi atau LP Agensi boleh memutuskan supaya JPP membuat penilaian/perakuan semula.

3.8.4 Borang Keputusan PBM adalah seperti di **Lampiran 11.**

3.8.5 Setelah keputusan dibuat, urusetia PBM hendaklah memaklumkan keputusan tersebut kepada Agensi untuk membolehkan Agensi mengeluarkan Surat Setuju Terima kepada firma yang berjaya.

3.9 Prosedur Semakan Domestik (*Domestic Review Procedure*)

1.8.1. Sebarang bantahan ke atas perolehan yang tertakluk kepada FTA boleh dibuat oleh petender dan hendaklah merujuk di PK2.1.

3.10 Penjelasan Berhubung Proses Perolehan Kerajaan (*Debriefing*) bagi Perolehan Tertakluk kepada FTA

3.10.1 Tatacara debriefing bagi perolehan yang tertakluk kepada FTA dinyatakan di PK2.1.

3.11 Pelantikan Rasmi Perunding

3.11.1 Agensi mengeluarkan Surat Setuju Terima (SST) kepada perunding yang berjaya setelah kos dimuktamadkan oleh PBM serta menguruskan penyediaan dokumen perjanjian untuk ditandatangani dalam tempoh empat (4) bulan daripada tarikh pengakuan penerimaan SST oleh perunding.

3.12 Paparan Keputusan Perunding Yang Berjaya

3.12.1 Agensi hendaklah memaparkan nama perunding yang berjaya di laman web *Myprocurement Portal* dan laman web Agensi masing-masing sekurang-kurangnya empat belas (14) hari kalendar daripada tarikh pengakuan penerimaan Surat Setuju Terima oleh perunding.

4. Tarikh Kuat Kuasa

4.1 Peraturan ini adalah berkuat kuasa mulai **29 November 2022**.

LAMPIRAN

LAMPIRAN 1

SENARAI EDARAN DOKUMEN

Tajuk Iklan/Projek/Kajian:						
Tarikh & Masa Pengedaran Dokumen	**No Siri Dokumen**	**Nama Firma Perunding**	**No. Pendaftaran MOF/ROC/ ROB**	**Nama Wakil Firma**	**No. Kad Pengenalan/ Pasport**	**Tandatangan Wakil Firma**

Bilangan Dokumen yang disediakan (diisi oleh Agensi) :

Bilangan Dokumen yang telah diedarkan (diisi oleh Agensi) :

Tandatangan Pegawai Agensi :

Nama Pegawai :

Jawatan :

Tarikh :

LAMPIRAN 2

BORANG JADUAL TENDER

(Untuk Disediakan Oleh Jawatankuasa Pembuka Tender)

Tajuk Iklan :
Tarikh Tutup Pelawaan:
Masa Tutup Pelawaan :

Nama Firma Perunding	Kod Bidang Pendaftaran	Tarikh Tamat Pendaftaran dengan MOF	Tempoh Sah Laku Tawaran	Tempoh Siap Kajian (hanya untuk kajian fizikal/bukan fizikal sahaja)	Dokumen Wajib Yang Tidak Dikemukakan/ Tidak Lengkap

Sebanyak …… bilangan firma yang menyertai tender*terhad/terbuka tanpa pra kelayakan/terbuka melalui pra kelayakan telah diterima dan dibuka pada tarikh ..... jam ..... seperti di jadual di atas.

Pengesahan Pengerusi dan Ahli Jawatankuasa Pembuka Tender

Nama	Jawatan	Tandatangan

Tarikh:

**Potong mana yang berkenaan.*

LAMPIRAN 3

FORMAT PENILAIAN TEKNIKAL PRA KELAYAKAN

TAJUK IKLAN **:……..**
BILANGAN KERTAS TENDER YANG DINILAI **:……bil**
MARKAH LULUS TEKNIKAL PRA KELAYAKAN YANG DITETAPKAN **:…… %**

Kriteria Utama Penilaian Teknikal	Wajaran yg ditetapkan (%)	FIRMA 1				FIRMA 2				FIRMA 3			
		Penilaian Ahli JPP 1	Penilaian Ahli JPP 2	Penilaian Ahli JPP 3	Purata Markah %	Penilaian Ahli JPP 1	Penilaian Ahli JPP 2	Penilaian Ahli JPP 3	Purata Markah %	Penilaian Ahli JPP 1	Penilaian Ahli JPP 2	Penilaian Ahli JPP 3	Purata Markah %
1 Kapabiliti Firma													
2 Kakitangan yang terlibat													
JUMLAH													
NYATAKAN LULUS/GAGAL PENILAIAN TEKNIKAL													
KEDUDUKAN													

Tandatangan Pengerusi dan Ahli JPP:

Nama	Jawatan/Wakil Kementerian	Tandatangan

Tarikh:

LAMPIRAN 4

FORMAT KERTAS PERAKUAN KEPADA PBM
SENARAI PENDEK PERUNDING
SECARA TENDER TERBUKA PRA KELAYAKAN

Tajuk Permohonan: Nama Projek/Kajian
Jenis Permohonan: Kelulusan Senarai Pendek Perunding Secara Tender Terbuka Pra Kelayakan
Kod dan Nama Bidang Perkhidmatan Perunding: (sila nyatakan)

BIL	PERKARA		
1.	**TUJUAN & JUSTIFIKASI PERMOHONAN (sila nyatakan)**		
2.	**MAKLUMAT PROJEK/KAJIAN**		
	a. Tajuk Projek/Kajian	:	(sila nyatakan tajuk mengikut nama projek/kajian yang telah diluluskan oleh EPU)
	b. Sumber Pembiayaan	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ Kerajaan Persekutuan ☐ Kerajaan Negeri ☐ PFI ☐ Dana Asing : (sila nyatakan) ☐ Lain-lain : (sila nyatakan)
	c. Jenis Peruntukan	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ Pembangunan ☐ Mengurus ☐ Lain-Lain : (sila nyatakan)
	d. Kod Setia (untuk peruntukan pembangunan sahaja)		(sila nyatakan 14 digit nombor kod setia)
	e. Siling Peruntukan Projek/Kajian Yang Diluluskan EPU	:	(sila nyatakan kos siling dalam RM bagi projek/kajian yang akan dilaksanakan)
	f. Kategori Projek/Kajian	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ Pembangunan Fizikal ☐ Kajian Fizikal ☐ Kajian Bukan Fizikal ☐ Alam Sekitar ☐ Ukur Tanah
	g. Peruntukan Tahun Semasa	:	(sila nyatakan)
	h. Tempoh Projek/Kajian	:	(sila nyatakan dalam bulan/minggu)
	i. Lokasi Projek/Kajian	:	(sila nyatakan)
	j. Kementerian/Agensi Pengguna	:	(sila nyatakan)
	k. Kementerian/Agensi Pelaksana	:	(sila nyatakan)

3.	**MAKLUMAT LANTIKAN**		
	a. Kaedah Lantikan	:	Tender Terbuka Melalui Pra Kelayakan
	b. Kaedah Pembayaran	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ *Fixed Fee* ☐ Input Masa
	c. Tempoh Perkhidmatan Perunding	:	(sila nyatakan tempoh dalam bulan/minggu)

d. Skop Perkhidmatan Perunding :

	Pembangunan Fizikal Sila tandakan(✓)pada skop yang berkaitan		**Kajian** Sila tandakan(✓)pada skop yang berkaitan
☐	Reka bentuk Skematik	☐	Penyediaan Pelan Induk
☐	Reka bentuk Terperinci	☐	Kajian Kejuruteraan/Teknikal
☐	Peringkat Pembinaan	☐	Perancangan Bandar & Wilayah
☐	Pengawasan Tapak	☐	Kajian Alam Sekitar
☐	Ukur Tanah	☐	Lain-lain: (sila nyatakan)
☐	Penyediaan Dokumen Tender		
☐	*Additional/Special Service*		

e. Anggaran Kos Perkhidmatan Perunding Yang Dipohon Agensi :

Yuran Perunding (YP) (RM)	**Kos Imbuhan Balik (IB) (RM)**	**Cukai Perkhidmatan 6% x (YP+IB) (RM)**	**Jumlah Keseluruhan (RM)**

4.	**MAKLUMAT PENGIKLANAN TENDER TERBUKA PRA KELAYAKAN**		
	No. Rujukan Iklan	:	(sila nyatakan)
	Tarikh Iklan Dibuka	:	(sila nyatakan)
	Tarikh & Masa Tutup Iklan	:	(sila nyatakan)
	Tempat, tarikh dan masa taklimat tender oleh agensi (jika ada)	:	(sila nyatakan)
	Bilangan dokumen pelawaan yang telah diedar	:	(sila nyatakan)
	Bilangan firma yang menyertai tender (telah mengemukakan cadangan)	:	(sila nyatakan)

5.	**MAKLUMAT PENILAIAN FIRMA**		
	Tarikh Mesyuarat JPP	:	(sila nyatakan)
	Kriteria Penilaian Pra Kelayakan	:	(sila nyatakan)
	Bilangan Cadangan Perunding Yang Dinilai Justifikasi	:	(sila nyatakan)
	Bilangan Cadangan Perunding Yang Tidak Dinilai & Nyatakan Justifikasi	:	(sila nyatakan)
	Bilangan Firma Yang Disenarai Pendek Oleh JPP	:	(sila nyatakan)

6.	**PERAKUAN SENARAI PENDEK FIRMA OLEH JPP**

Ringkasan Penilaian adalah seperti berikut:

Nama Firma	**Maklumat Ringkas Penilaian**	
	Markah (%)	**Kedudukan**
Firma 1		
Firma ……..		

7.	**SENARAI DOKUMEN SOKONGAN**

1. Surat Permohonan Agensi
2. Terma Rujukan
3. Salinan surat Kelulusan Peruntukan EPU
4. Salinan kebenaran bertulis mendapatkan perkhidmatan perunding daripada Pegawai Pengawal/Pegawai yang diturunkan kuasa
5. Salinan surat Pelepasan Jabatan Teknik/MAMPU
6. Profil Firma Perunding Yang Berdaftar dengan MOF (Janaan daripada sistem e-Perunding)
7. Profil Firma Perunding Yang Tidak Berdaftar/Asing (diperolehi daripada firma tersebut) berserta surat kelulusan Kementerian Kewangan (jika berkaitan)
8. Salinan iklan tender
9. Kriteria penilaian pra kelayakan
10. Penilaian keseluruhan firma perunding yang menyertai tender yang telah disahkan oleh JPP
11. Salinan surat lantikan JPP
12. Minit Mesyuarat JPP
13. Lain-lain yang berkaitan

Disediakan Oleh : Urusetia JPP
Tarikh :

LAMPIRAN 5

FORMAT KEPUTUSAN MESYUARAT PBM
SENARAI PENDEK PERUNDING
SECARA TENDER TERBUKA MELALUI PRA KELAYAKAN

1. Bil Mesyuarat : …….
2. Tarikh Mesyuarat : ……
3. Kementerian/Agensi Yang Memohon : ……
4. Nama Projek/Kajian : …….....
5. Sumber Pembiayaan : .....
6. Jenis Peruntukan : .....
7. Kod SETIA Projek : .....
8. Siling Peruntukan Projek/Kajian Yang Diluluskan EPU : ……
9. Kategori Projek/Kajian : .....
10. Peruntukan Tahun Seamsa : .....
11. Tempoh Projek/Kajian : …….
12. Lokasi Projek/Kajian : .....
13. Kementerian/Agensi Pengguna : .....
14. Kementerian/Agensi Pelaksana : .....
15. Tempoh Perkhidmatan Perunding : .....
16. Angaran Kos Perkhidmatan Perunding : .....
17. Kaedah Lantikan : Tender Terbuka Pra Kelayakan
18. No. Rujukan Iklan : …….
19. Tarikh & Masa Buka & Tutup Iklan : .....
20. Tempat, Tarikh & Masa Taklimat Tender oleh Agensi (jika berkaitan) : .....
21. Senarai Pendek Perunding Yang Diluluskan adalah seperti berikut:

Bidang Perunding	**Skop Perkhidmatan**	**Nama, No. Pendaftaran Kementerian Kewangan & Alamat Firma**	**Ulasan/Syarat Tambahan PBM (sekiranya ada)**

22. Tandatangan Ahli PBM :

Nama	**Jawatan / Wakil Kementerian**	**Keputusan**	**Tandatangan**
	Pengerusi	Setuju/Tidak Setuju	
	Wakil Agensi	Setuju/Tidak Setuju	
	Wakil Agensi	Setuju/Tidak Setuju	

LAMPIRAN 6

SURAT PELAWAAN

(Nama & Alamat Firma)
……..
……..

Rujukan Agensi:……..
Tarikh :…….

Tuan,

PROJEK/KAJIAN:
Per: Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Adalah saya dengan hormatnya merujuk kepada perkara di atas.

2. Sukacita dimaklumkan tuan telah disenarai pendek dan Kerajaan berhasrat mempelawa tuan untuk mengemukakan cadangan bagi perkhidmatan perunding untuk projek/kajian seperti berikut:

Bil	Perkara	Maklumat
1	Nama Projek/Kajian :	(sila nyatakan tajuk projek/kajian)
2	Tempoh Projek/Kajian :	(sila nyatakan tempoh pelaksanaan projek/kajian-bil. minggu/bulan)
3	Kategori Projek/Kajian :	(sila nyatakan sama ada projek fizikal/kajian fizikal/kajian bukan fizikal)
4	Kod & Nama Bidang Perkhidmatan Perunding :	(sila nyatakan dengan merujuk kod bidang perunding)
5	Kaedah Pelantikan :	(sila nyatakan)
6	Kaedah Bayaran Yuran Perunding:	(sila nyatakan sama ada *Fixed Fee*/ Input Masa*)*
7	Terma Rujukan	(sila lampirkan)
8	Tempoh Sah Laku Tawaran Yang Ditetapkan Oleh Agensi	(sila nyatakan – sekurang-kurangnya **90** hari daripada tarikh tutup tender)

3. Sila maklumkan secara rasmi dengan menggunakan **Borang Jawapan** seperti **Lampiran A** kepada Agensi ini dalam tempoh tujuh (7) hari daripada tarikh surat ini ditandatangani melalui **emel atau faks** sama ada tuan bersetuju/tidak bersetuju dengan pelawaan ini.

4. Jika tuan bersetuju dengan pelawaan ini, sila kemukakan cadangan tuan berdasarkan ketetapan berikut:

Bil	Perkara	Maklumat
1	Nama Agensi Yang Mempelawa	(sila nyatakan)
2	Alamat Agensi	(sila nyatakan)
3	Tarikh & Masa Tutup Tender – *cadangan yang lewat diterima tidak akan dipertimbangkan*	(sila nyatakan)
4	Nama Pegawai Yang Boleh Dihubungi	(sila nyatakan)

5. Sila ambil maklum bahawa tuan adalah dipohon untuk mengemukakan cadangan tuan di dalam dua (2) sampul surat yang berasingan dan berlakri dan ditandakan “Cadangan Teknikal” dan “Cadangan Kos” di sebelah kiri setiap sampul surat berkenaan Cadangan Teknikal dan Cadangan Kos yang dikemukakan hendaklah berdasarkan kepada Dokumen Pelawaan Pra Kelayakan yang dilampirkan bersama-sama dengan surat ini.

6. Bersama-sama surat ini juga disertakan Surat Akuan Perunding untuk perhatian dan tandatangan tuan sekiranya tuan bersetuju dengan kandungan surat tersebut. Sila sertakan surat yang telah ditandatangani tersebut bersama-sama dengan cadangan tuan.

7. Sekiranya tuan bersetuju untuk menyertai pelawaan ini, namun demikian menarik diri dalam tempoh penyediaan cadangan pihak tuan/sebelum Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tuan hendaklah memaklumkan kepada Agensi ini dengan kadar segera.

8. Walaubagaimanapun, sekiranya tuan telah terpilih secara rasmi dan kemudiannya menarik diri selepas Surat Setuju Terima ditandatangani oleh kedua-dua belah pihak, tindakan ke atas tuan akan diambil selaras dengan peraturan Perbendaharaan yang berkuat kuasa**.**

9. Surat ini adalah RAHSIA KERAJAAN dan tidak boleh disebarkan kepada mana-mana pihak lain.

10. Surat ini hanyalah suatu surat pelawaan dan hendaklah tidak ditafsirkan dalam apa-apa cara jua sebagai mengikat Kerajaan.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menurut perintah,

……..
(Nama Penuh Pegawai & Agensi)

Lampiran A

BORANG JAWAPAN

(Nama & Alamat Agensi)
……..
……..

Rujukan Firma:……..
Tarikh :…….

Tuan,

PROJEK/KAJIAN:
Per: Jawapan Kepada Surat Pelawaan Mengemukakan Cadangan Bagi Perkhidmatan Perunding

Dengan hormatnya saya merujuk kepada perkara di atas dan surat/faks tuan bertarikh _____adalah berkaitan.

2. Dengan ini, saya yang mewakili (Nama Penuh Firma) **bersetuju/tidak bersetuju*** dengan pelawaan oleh pihak tuan bagi memberi/menawarkan perkhidmatan perunding untuk pelaksanaan projek/kajian di atas.

**3. Dengan persetujuan pelawaan ini, saya mengambil maklumkan akan syarat-syarat yang telah diperjelaskan oleh pihak tuan melalui surat pelawaan (sila nyatakan rujukan Agensi) bertarikh (sila nyatakan tarikh surat pelawaan Agensi).

Sekian, terima kasih.

……..
(Nama Penuh Wakil Firma)
Jawatan
Nama Firma
No. Kad Pengenalan

Nota:
*Potong mana yang tidak berkaitan
** Sekiranya firma memilih untuk tidak bersetuju, para ini adalah tidak berkaitan.

LAMPIRAN 7

FORMAT PENILAIAN TEKNIKAL

TAJUK IKLAN :……..
BILANGAN KERTAS TENDER YANG DINILAI :……bil
MARKAH LULUS TEKNIKAL YANG DITETAPKAN :…… %

Kriteria Utama Penilaian Teknikal		Wajaran yg ditetapkan (%)	FIRMA 1				FIRMA 2				FIRMA 3			
			Penilaian Ahli JPP 1	Penilaian Ahli JPP 2	Penilaian Ahli JPP 3	Purata Markah %	Penilaian Ahli JPP 1	Penilaian Ahli JPP 2	Penilaian Ahli JPP 3	Purata Markah %	Penilaian Ahli JPP 1	Penilaian Ahli JPP 2	Penilaian Ahli JPP 3	Purata Markah %
1	Kapabiliti Firma													
2	Kakitangan yang terlibat													
3	Metodologi													
4	Program Kepastian Kualiti													
5	Sesi Pembentangan oleh Perunding (Sekiranya Perlu)													
JUMLAH														
NYATAKAN LULUS/GAGAL PENILAIAN TEKNIKAL														
KEDUDUKAN														

Tandatangan Pengerusi dan Ahli JPP:

Nama	Jawatan/Wakil Kementerian	Tandatangan

Tarikh:

LAMPIRAN 8

FORMAT PENILAIAN KOS

TAJUK IKLAN : .....

BIL. DOKUMEN PELAWAAN YANG LULUS PENILAIAN TEKNIKAL ..... bil.

KOS TERENDAH YANG DITAWARKAN : RM..... (nyatakan) bersamaan wajaran 100%

KRITERIA		KOS DITAWARKAN		
		FIRMA 1	FIRMA 2	FIRMA 3
A	YURAN PERUNDING			
	1 *Basic Services*			
	2 *Basic Services (Other Associated Consultants)*			
	3 *Additional Services*			
B	KOS PENYELIAAN TAPAK (sekiranya berkaitan)			
	1 Kakitangan Ikhtisas			
	2 Kakitangan Separa Ikhtisas			
C	KOS IMBUHAN BALIK			
JUMLAH (RM)				
PEMARKAHAN *(Kos Terendah/Kos Ditawarkan x 100)*				
KEDUDUKAN				

Tandatangan Pengerusi dan Ahli JPP :

Nama	Jawatan/Wakil Kementerian	Tandatangan

Tarikh :

LAMPIRAN 9

FORMAT PENILAIAN KESELURUHAN

TAJUK IKLAN : ……
BILANGAN DOKUMEN PELAWAAN YANG DINILAI ..... bil.
BILANGAN DOKUMEN PELAWAAN YANG LULUS PENILAIAN TEKNIKAL ..... bil.

		FIRMA		
A	**MARKAH PENILAIAN TEKNIKAL (%)**	**FIRMA 1**	**FIRMA 2**	**FIRMA 3**
	1 Markah (%)			
	2 Status LULUS/GAGAL			
	3 Kedudukan Teknikal			
	4 Skor Teknikal *(Markah X 80%)*	**/80**	**/80**	**/80**
B	**KOS DITAWARKAN (RM)**			
	1 Markah (%)			
	2 Kedudukan Kos			
	3 Skor Kos *(Markah X 20%)*	**/20**	**/20**	**/20**
	SKOR KESELURUHAN *(Skor Teknikal + Skor Kos)*	**/100**	**/100**	**/100**
	KEDUDUKAN KESELURUHAN			
	PERUNDING YANG DIPERAKUKAN "✓"			
	ULASAN (jika ada)			

Tandatangan Pengerusi dan Ahli JPP:

Nama	Jawatan/Wakil Kementerian	Tandatangan

Tarikh :

LAMPIRAN 10

FORMAT KERTAS PERAKUAN KEPADA PBM
PELANTIKAN PERUNDING & KOS
SECARA TENDER TERBUKA PRA KELAYAKAN

Tajuk Permohonan: Nama Projek/Kajian
Jenis Permohonan: Kelulusan Pelantikan Perunding Dan Kos Secara Tender Terbuka Pra Kelayakan
Kod dan Nama Bidang Perkhidmatan Perunding: (sila nyatakan)

BIL	PERKARA		
1.	**TUJUAN & JUSTIFIKASI PERMOHONAN (sila nyatakan)**		
2.	**MAKLUMAT PROJEK/KAJIAN**		
	a. Tajuk Projek/Kajian	:	(sila nyatakan tajuk mengikut nama projek/kajian yang telah diluluskan oleh EPU)
	b. Sumber Pembiayaan	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ Kerajaan Persekutuan ☐ Kerajaan Negeri ☐ Bank Dunia ☐ PFI ☐ Bank Pembangunan Asia ☐ Lain-lain : (sila nyatakan)
	c. Jenis Peruntukan	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ Pembangunan ☐ Mengurus ☐ Lain-Lain : (sila nyatakan)
	d. Kod Setia (untuk peruntukan pembangunan sahaja)		(sila nyatakan 14 digit nombor kod setia)
	e. Siling Peruntukan Projek/Kajian Yang Diluluskan EPU	:	(sila nyatakan kos siling dalam RM bagi projek/kajian yang akan dilaksanakan)
	f. Jenis Projek/Kajian	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ Pembangunan Fizikal ☐ Kajian Fizikal ☐ Kajian Bukan Fizikal ☐ Alam Sekitar ☐ Ukur Tanah
	g. Peruntukan Tahun Semasa	:	(sila nyatakan)
	h. Tempoh Projek/Kajian	:	(sila nyatakan dalam bulan/minggu)
	i. Lokasi Projek/Kajian	:	(sila nyatakan)
	j. Kementerian/Agensi Pengguna	:	(sila nyatakan)

	k. Kementerian/Agensi Pelaksana	:	(sila nyatakan)

3.	**MAKLUMAT LANTIKAN**		
	a. Kaedah Lantikan	:	Tender Terbuka Melalui Pra Kelayakan
	b. Kaedah Pembayaran	:	*Sila tandakan "✓" pada kotak yang berkaitan* ☐ Skala Yuran Piawai ☐ Input Masa

c. Skop Perkhidmatan Perunding :

	Pembangunan Fizikal Sila tandakan(✓)pada skop yang berkaitan		**Kajian** Sila tandakan(✓)pada skop yang berkaitan
☐	Reka bentuk Skematik	☐	Penyediaan Pelan Induk
☐	Reka bentuk Terperinci	☐	Kajian Kejuruteraan/Teknikal
☐	Peringkat Pembinaan	☐	Perancangan Bandar & Wilayah
☐	Pengawasan Tapak	☐	Kajian Alam Sekitar
☐	Ukur Tanah	☐	Lain-lain: (sila nyatakan)
☐	Penyediaan Dokumen Tender		
☐	*Additional/Special Service*		

d. Anggaran Kos Perkhidmatan Perunding Yang Dipohon Agensi (mengikut bidang) :

Bidang	**Yuran Perunding (YP) (RM)**	**Kos Imbuhan Balik (IB) (RM)**	**Cukai Perkhidmatan 6% x (YP+IB)**	**Jumlah (RM)**

4.	**MAKLUMAT KELULUSAN SENARAI PENDEK**		
	a. Tarikh Kelulusan	:	(sila nyatakan)
	b. Senarai Firma Yang Diluluskan	:	(sila lampirkan)

5.	**MAKLUMAT PENILAIAN FIRMA**		
	a. Tarikh Tutup Iklan	:	(sila nyatakan)
	b. Bilangan Firma Yang Mengemukakan Cadangan	:	(sila nyatakan)
	c. Bilangan Cadangan Perunding Yang Tidak Dinilai & Nyatakan Justifikasi	:	(sila nyatakan)
	d. Perakuan Oleh JPP	:	(sila lampirkan Keputusan Penilaian Keseluruhan Teknikal dan Kos firma yang telah ditandatangani oleh JPP)

6.	**SENARAI DOKUMEN SOKONGAN**
	i. Terma Rujukan ii. Kelulusan Senarai Pendek oleh JPP iii. Kriteria penilaian dan markah lulus yang telah ditetapkan iv. Penilaian keseluruhan firma perunding yang menyertai tender (penilaian teknikal dan penilaian kos) v. Salinan surat lantikan JPP vi. Minit mesyuarat JPP vii. Salinan Borang Jadual Tender viii. Lain-lain yang berkaitan

Disediakan Oleh : Urusetia JPP
Tarikh :

LAMPIRAN 11

FORMAT KEPUTUSAN MESYUARAT PBM PELANTIKAN PERUNDING & KOS SECARA TENDER TERBUKA PRA KELAYAKAN

1. Bil Mesyuarat : ……
2. Tarikh Mesyuarat : ……
3. Kementerian/Agensi Yang Memohon : ……
4. Tajuk Projek/Kajian : ……
5. Sumber Pembiayaan : .....
6. Jenis Peruntukan : .....
7. Kod SETIA Projek : .....
8. Siling Peruntukan Projek/Kajian Yang Diluluskan EPU : ……...
9. Kategori Projek/Kajian : .....
10. Peruntukan Tahun Semasa : .....
11. Tempoh Projek/Kajian : …….
12. Lokasi Projek/Kajian : .....
13. Kementerian/Agensi Pengguna : .....
14. Kementerian/Agensi Pelaksana : .....
15. Tempoh Perkhidmatan Perunding : .....
16. Tarikh & Masa Tutup Tender Terbuka Pra Kelayakan: ……
17. Tarikh Kelulusan Senarai Pendek Perunding : ……
18. Perunding Yang Diluluskan adalah seperti berikut :

Bidang Perunding	**Skop Perkhidmatan**	**Nama, No. Pendaftaran Kementerian Kewangan & Alamat Firma**	**Kaedah Bayaran (*Fixed Fee*/ Input Masa)**	**Kos Perkhidmatan Perunding**	**Cukai Perkhidmatan**	**Ulasan/Syarat Tambahan PBM (sekiranya ada)**

19. Tandatangan Ahli PBM :

Nama	**Jawatan / Wakil Kementerian**	**Keputusan**	**Tandatangan**
	Pengerusi	Setuju/Tidak Setuju	
	Wakil Agensi	Setuju/Tidak Setuju	
	Wakil Agensi	Setuju/Tidak Setuju	

PK 3.8

KERAJAAN MALAYSIA

Surat Setuju Terima dan Perjanjian Perunding

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PK 3.8 SURAT SETUJU TERIMA DAN PERJANJIAN PERUNDING 1

1. Pelantikan Rasmi Perunding 1

2. Surat Setuju Terima 1

4. Kuasa Menandatangani SST dan Perjanjian Perunding..... 3

5. Bayaran Kepada Perunding Selepas SST Dikeluarkan Tetapi Sebelum Perjanjian Ditandatangani 3

6. Penggunaan Bahasa Inggeris Di Dalam Perjanjian Perunding 3

7. Pengemukaan Bon Pelaksanaan Bagi Perolehan Perunding 3

8. Tarikh Kuat Kuasa 4

SENARAI LAMPIRAN

Lampiran 1 : Format Surat Setuju Terima (SST) Bagi Perunding Yang Tidak Berdaftar Dengan Jabatan Kastam Diraja Malaysia (JKDM)

Lampiran 2 : Format Surat Setuju Terima (SST) Bagi Perunding Yang Berdaftar Dengan Jabatan Kastam Diraja Malaysia (JKDM)

Lampiran 3 : Format Perjanjian Perunding Arkitek

Lampiran 4 : Format Perjanjian Perunding Kejuruteraan

Lampiran 5 : Format Perjanjian Perunding Ukur Bahan

Lampiran 6 : Format Perjanjian Perunding Kajian

PK 3.8 SURAT SETUJU TERIMA DAN PERJANJIAN PERUNDING

1. Pelantikan Rasmi Perunding

1.1. Pelantikan rasmi perunding hendaklah dilaksanakan dengan mengeluarkan dokumen seperti berikut :

1.1.1. Surat Setuju Terima (SST); dan
1.1.2. Perjanjian Perunding.

2. Surat Setuju Terima

2.1. SST adalah satu dokumen perundangan yang sah dan merupakan sebahagian daripada dokumen perjanjian. Ia adalah untuk mengesahkan penerimaan sesuatu tawaran berasaskan kepada syarat-syarat yang telah ditetapkan di dalam dokumen pelawaan. Format SST perunding adalah seperti di **Lampiran 1** dan **Lampiran 2**.

2.2. SST hendaklah dikeluarkan kepada firma yang berjaya dengan kadar segera melalui pos laju daripada tarikh keputusan Pihak Berkuasa Melulus diterima oleh Agensi. Agensi adalah digalakkan untuk memaklumkan notis penghantaran SST kepada firma secara emel/faks.

2.3. Agensi hendaklah memastikan kandungan SST adalah jelas. Dokumen berikut hendaklah disertakan bersama dengan SST yang dikemukakan kepada firma :

2.3.1. Surat Akuan Perunding Yang Dilantik;
2.3.2. Butiran kos terperinci yang telah dipersetujui;
2.3.3. Jadual pelaksanaan projek/kajian yang telah diluluskan;dan
2.3.4. Carta ahli pasukan kerja berserta peranan serta tanggungjawab yang telah diluluskan.

2.4. Dengan pengeluaran SST tanpa bersyarat dan persetujuan oleh perunding, suatu ikatan kontrak telah terwujud antara Kerajaan dengan perunding yang ditawarkan.

2.5. Perunding hendaklah mengembalikan kepada Kerajaan salinan asal dan kedua berserta lampiran yang berkaitan yang telah ditandatangani dengan sempurna oleh perunding berserta cop rasmi dan saksi perunding dalam tempoh yang ditetapkan (3/7/14 hari) dari tarikh SST tersebut, untuk rekod dan tindakan Kerajaan selanjutnya. Sekiranya perunding tidak mengemukakan maklum balas dalam tempoh yang ditetapkan dan setelah Agensi memberi peringatan kepada perunding tetapi masih gagal untuk mengemukakan maklum balas, SST tersebut boleh terbatal dengan sendirinya.

2.6. Agensi juga hendaklah memastikan sebelum SST ditandatangani oleh perunding yang dilantik, beberapa perkara hendaklah dipatuhi dan sekiranya didapati terdapat kecuaian di pihak pegawai awam ke atas

perkara tersebut, tindakan tatatertib akan dikenakan. Perkara yang dimaksudkan adalah seperti berikut:

2.6.1. Perunding yang ingin dilantik adalah bebas daripada sebarang tindakan undang-undang seperti muflis, jenayah dan tatatertib daripada mana-mana badan kawal selia seperti Unit Pendaftaran Syarikat di Kementerian Kewangan dan Lembaga Profesional bidang masing-masing dengan mengemukakan satu Surat Akuan Sumpah berhubung perkara ini; dan

2.6.2. Peruntukan bagi perolehan tersebut adalah mencukupi sebelum SST dikeluarkan kepada perunding yang dilantik dan tidak melebihi siling peruntukan yang ditetapkan.

2.7. Firma hanya boleh memulakan kerja apabila SST telah ditandatangani. Agensi tidak dibenarkan untuk mengeluarkan arahan memulakan kerja kepada perunding sebelum SST ditandatangani. Ketidakpatuhan ke atas arahan ini boleh mengakibatkan pembayaran di bawah AP59.

3. Perjanjian Perunding

3.1. Perjanjian merupakan satu ikatan rasmi di antara Kerajaan dengan firma dan mengandungi obligasi/persetujuan yang perlu dipatuhi dan dilaksanakan sepanjang tempoh perjanjian tersebut. Berikut adalah kepentingan Perjanjian :

3.1.1. Memelihara kepentingan Kerajaan;

3.1.2. Memastikan kedua-dua pihak mematuhi obligasi masing-masing sebagaimana dinyatakan di dalam perjanjian/kontrak yang ditandatangani;

3.1.3. Sekiranya ada pelanggaran/ketidak patuhan terma dan syarat perjanjian, dokumen perjanjian boleh digunakan untuk proses pendakwaan undang-undang / gantirugi; dan

3.1.4. Penjelasan mengenai tanggungjawab perunding di samping menjelaskan perkhidmatan yang bakal diberikan kepada Kerajaan dalam tempoh yang ditetapkan.

3.2. Bagi semua perolehan perunding tanpa mengira had nilai, SST hendaklah dikeluarkan dan disusuli dengan dokumen kontrak komprehensif dalam tempoh empat (4) bulan selepas SST ditandatangan balas oleh perunding. Format perjanjian perunding adalah seperti di **Lampiran 3 (Arkitek), Lampiran 4 (Kejuruteraan)**, **Lampiran 5 (Ukur Bahan)** dan **Lampiran 6 (Kajian)**. Bagi perjanjian ukur tanah atau kerja- kerja ukur lain, Agensi adalah dinasihatkan merujuk kepada Jabatan Ukur & Pemetaan Malaysia (JUPEM). Semua perjanjian ini hendaklah dikemukakan kepada Bahagian Undang-Undang Agensi untuk semakan bagi memastikan ia tidak bercanggah dengan peraturan perolehan perkhidmatan perunding yang berkuat kuasa.

4. Kuasa Menandatangani SST dan Perjanjian Perunding

4.1. Agensi hendaklah memastikan bahawa hanya pegawai awam yang telah diturunkan kuasa secara bertulis di bawah Seksyen 2, Akta Kontrak Kerajaan 1949 menandatangani dokumen perjanjian bagi pihak kerajaan. Had penurunan kuasa menandatangani SST dan Perjanjian oleh pegawai Kerajaan hendaklah selaras dengan AP200.1.

4.2. Pegawai yang tidak diberi penurunan kuasa untuk menandatangani perjanjian atau pegawai yang menandatangani dokumen perjanjian melebihi had nilai penurunan kuasa oleh Menteri boleh dikenakan tindakan tatatertib.

4.3. Bagi pihak perunding pula (kecuali perunding individu), Agensi hendaklah memastikan hanya penama dalam sijil pendaftaran Kementerian Kewangan sahaja yang menandatangani Surat Akuan Penerimaan SST dan dokumen perjanjian.

5. Bayaran Kepada Perunding Selepas SST Dikeluarkan Tetapi Sebelum Perjanjian Ditandatangani

5.1. Dengan pengeluaran SST tanpa bersyarat, suatu ikatan kontrak telah terwujud antara Kerajaan dengan perunding yang ditawarkan. Walau bagaimanapun, pembayaran kepada perunding selepas SST dikeluarkan tetapi sebelum dokumen perjanjian ditandatangani adalah tidak dibenarkan bagi semua perolehan perunding. Ini adalah bertujuan untuk memastikan penyediaan, pemuktamadan dan tandatangan dokumen perjanjian perunding disediakan dengan segera bagi memelihara kepentingan Kerajaan.

5.2. Oleh itu, Agensi hendaklah memastikan bahawa dokumen perjanjian perunding ditandatangani dalam tempoh empat (4) bulan selepas SST ditandatangan balas oleh perunding.

6. Penggunaan Bahasa Inggeris Di Dalam Perjanjian Perunding

6.1. Perjanjian piawai perunding ini adalah disediakan di dalam Bahasa Inggeris untuk digunakan bagi semua pelantikan perunding bagi projek pembangunan fizikal mahupun kajian Kerajaan.

7. Pengemukaan Bon Pelaksanaan Bagi Perolehan Perunding

7.1. Pengemukaan Bon Pelaksanaan selaras dengan AP176.2 adalah dikecualikan untuk perolehan perunding. Walau bagaimanpun, bagi perolehan perunding untuk projek pembangunan fizikal, pengemukaan *Profesional Indemnity Insurance* (PII) adalah diwajibkan.

8. Tarikh Kuat Kuasa

8.1. Peraturan ini berkuat kuasa mulai **29 November 2022.**
8.2. Pindaan berkuat kuasa pada **1 April 2023.**
8.3. Pindaan berkuat kuasa pada **1 Mac 2026.**

LAMPIRAN

No. * LTBKS/Tender/Kontrak ….*No LTBKS/ Tender/ Kontrak

LAMPIRAN 1
(Versi Bahasa Malaysia)

SURAT SETUJU TERIMA
(Bagi Lantikan Terus Beserta Kos Siling/Tender Perunding)
Untuk Perolehan Dengan Firma Perunding Yang **Tidak Berdaftar** Di Bawah JKDM Bagi **Perkhidmatan Perunding**
Yang Dikenakan Cukai Di Bawah Akta Cukai Perkhidmatan 2018

Rujukan Kami : ……Rujukan Agensi……
Tarikh : ……Tarikh……

……Nama Syarikat……
……Alamat Syarikat……
……

Tuan,

***LantikanTerus Beserta Kos Siling /Tender Untuk : ……Tajuk *LTBKS/Tender……**
No. * Lantikan Terus Beserta Kos Siling /Tender/ Kontrak : ……No. *LTBKS/Tender/Kontrak……

Dengan ini dimaklumkan bahawa Kerajaan telah bersetuju menerima tawaran *lantikan terus berserta kos siling (LTBKS)/tender syarikat tuan dengan harga sebanyak Ringgit Malaysia ……Harga kontrak dalam perkataan…… (RM……Harga kontrak dalam angka……) yang merupakan harga kontrak bagi tempoh kontrak selama ……Hari/Minggu/Bulan/Tahun…… tertakluk kepada dokumen *LTBKS/tender yang menjadi sebahagian daripada perolehan ini dan Surat Setuju Terima ini berserta dengan ***Lampiran A*** kepada Surat Setuju Terima iaitu maklumat terperinci kontrak (selepas ini disebut sebagai “Surat ini”).

2. Dengan pengakuan penerimaan Surat ini, suatu kontrak yang mengikat terbentuk antara Kerajaan dengan syarikat tuan. Satu dokumen kontrak hendaklah ditandatangani dengan kadar segera dengan memasukkan semua terma sebagaimana dokumen *LTBKS/tender serta semua terma dalam ***Lampiran A***. Sehingga dokumen kontrak tersebut ditandatangani, Surat ini hendaklah terus mengikat kedua-dua pihak.

3. Harga kontrak adalah tidak termasuk peruntukan Kerajaan sebanyak Kadar peratusan berdasarkan Akta Cukai Perkhidmatan 2018 % cukai perkhidmatan memandangkan syarikat tuan tidak berdaftar dengan Jabatan Kastam Diraja Malaysia (JKDM). Sekiranya syarikat tuan telah berdaftar dengan JKDM, tuan adalah dikehendaki untuk memaklumkan nombor pendaftaran dan tarikh kuat kuasanya kepada Kerajaan untuk pelarasan harga kontrak dalam tempoh tujuh (7) hari dari tarikh surat kelulusan JKDM. Pembayaran cukai perkhidmatan ini adalah dikira berdasarkan tuntutan sebenar dan tarikh kuat kuasa pendaftaran syarikat tuan dengan JKDM.

4. Adalah dimaklumkan bahawa tiada perkhidmatan boleh dibuat **melainkan** jika syarikat tuan telah mengemukakan kepada Kerajaan dokumen-dokumen berikut:

*(a) suatu polisi Insurans Tanggung Rugi Profesional yang diambil atas nama syarikat tuan;
Perenggan 4(a) hanya terpakai bagi pelantikan perunding untuk semua projek pembangunan fizikal

(b) jadual pelaksanaan perkhidmatan perunding yang muktamad; dan

(c) senarai nama kakitangan perunding yang terlibat dalam *projek/kajian ini berserta peranan masing-masing,

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ..*No LTBKS/ Tender/ Kontrak…..

seperti yang ditetapkan dalam ***Lampiran A*** tidak melebihi *14/30 hari dari tarikh pengakuan penerimaan Surat ini oleh syarikat tuan. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan, boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa cara jua bertanggungan terhadap syarikat tuan **melainkan jika** penepian bertulis diberikan oleh orang yang diberi kuasa, bagi perkhidmatan yang perlu dibuat dengan segera atau serta-merta apabila kelewatan itu akan memudarat dan menjejaskan perkhidmatan dan kepentingan awam.

5. Setelah arahan dikeluarkan oleh Kerajaan, syarikat tuan dikehendaki melaksanakan perkhidmatan dalam tempoh yang ditetapkan dan kualiti perkhidmatan tersebut hendaklah memuaskan hati serta memenuhi kehendak Kerajaan. Sekiranya syarikat tuan gagal melaksanakan perkhidmatan dalam tempoh dan/atau kualiti yang ditetapkan, Kerajaan berhak membatalkan arahan yang dikeluarkan dan/atau mengenakan *Liquidated & Ascertained Damages* (LAD) seperti yang ditetapkan dalam ***Lampiran A***. Kerajaan juga berhak menolak apa-apa deliverables sekiranya deliverables tersebut tidak memuaskan hati serta memenuhi kehendak Kerajaan dan dikemukakan semula selaras dengan dengan kualiti dan tempoh yang ditetapkan.

*6. Syarikat tuan juga adalah dikehendaki melaksanakan program *Professional Training And Education For Growing Entrepreneurs* (PROTÉGÉ) seperti yang ditetapkan oleh Kerajaan berdasarkan harga kontrak dengan bilangan minimum peserta PROTÉGÉ sebanyak ....Bil. Minimum peserta PROTEGE tanpa sebarang kos kepada Kerajaan. Bilangan minimum peserta yang diperlukan hendaklah dikira berdasarkan formula di bawah:

$$\frac{\text{1\% X Harga Kontrak*}}{\text{RM24,000**}}$$

*Bagi tujuan pengiraan PROTÉGÉ, Harga Kontrak adalah nilai tawaran yang dipersetujui tanpa cukai

Perenggan ini terpakai sekiranya Harga Kontrak **melebihi nilai ambang** dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK

*6. Syarikat tuan juga adalah digalakkan melaksanakan program *Professional Training And Education For Growing Entrepreneurs* (PROTÉGÉ) seperti yang ditetapkan oleh Kerajaan.

Perenggan ini terpakai sekiranya Harga Kontrak **di bawah nilai ambang** dan syarikat digalakkan untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2.

7. Bagi tujuan program PROTÉGÉ ini, syarikat tuan adalah dikehendaki untuk:

(a) mengemukakan Jadual Pelaksanaan Program PROTÉGÉ berdasarkan tempoh kontrak kepada Sekretariat PROTÉGÉ untuk kelulusan dalam tempoh dua (2) minggu selepas tarikh pengakuan penerimaan Surat ini oleh syarikat tuan;

(b) melaksanakan program ini mengikut Jadual Pelaksanaan Program PROTÉGÉ yang diluluskan oleh Sekretariat PROTÉGÉ;

(c) mengemaskini maklumat berkaitan pengalaman syarikat melaksanakan program PROTÉGÉ dalam sistem ePerolehan di Kementerian Kewangan atau sistem di Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB), mengikut mana yang berkaitan;

(d) mengemukakan sijil atau surat pengesahan oleh Sekretariat PROTÉGÉ kepada Agensi sebaik sahaja pelaksanaan program PROTÉGÉ selesai; dan

(e) mengemukakan laporan berkaitan pelaksanaan program PROTÉGÉ kepada Sekretariat PROTÉGÉ.

Tandatangan & Cop (Kerajaan) : ……

Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ……*No LTBKS/ Tender/ Kontrak

*8. Sekiranya syarikat tuan gagal mematuhi mana-mana terma di perenggan 6 dan 7 atau arahan oleh Kerajaan, Kerajaan berhak untuk tidak mempertimbangkan sebarang tawaran kontrak baharu atau pelanjutan kontrak pada masa hadapan kepada syarikat tuan.

Perenggan ini terpakai sekiranya Harga Kontrak melebihi nilai ambang dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2. Bagi Harga Kontrak di bawah nilai ambang, perenggan ini hendaklah dipotong.

9. Syarikat tuan juga adalah diingatkan bahawa Kerajaan berhak untuk membatalkan Surat ini sekiranya:

(a) syarikat tuan gagal mematuhi mana-mana terma di perenggan 4 dalam tempoh masa yang ditetapkan;

(b) syarikat tuan gagal mematuhi mana-mana terma yang dinyatakan dalam Surat Akuan Perunding Berjaya;

(c) syarikat tuan telah membuat salah nyataan (*misrepresentation*) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaan bagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan dokumen lain yang palsu atau yang telah diubah suai;

(d) syarikat tuan membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;

(e) syarikat tuan terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses *LTBKS/tender sehingga dokumen kontrak ditandatangani;

(f) syarikat tuan telah memberikan subkontrak sama ada sepenuhnya atau sebahagiannya perkhidmatan tanpa kelulusan Kerajaan terlebih dahulu;

(g) syarikat gagal menyempurnakan perkhidmatan dalam tempoh yang ditetapkan seperti di ***Lampiran A***;

(h) syarikat tuan gagal mematuhi mana-mana terma/arahan di dalam dokumen *LTBKS/tender;

(i) syarikat tuan/ pemilik/ rakan kongsi/ pengarah telah disabitkan atas kesalahan jenayah di dalam atau luar Malaysia;

(j) syarikat tuan digulungkan;

(k) syarikat gagal mematuhi skop perkhidmatan yang ditetapkan dan/atau *Service Level Agreement*;

(l) syarikat tuan tidak mendapat kelulusan daripada Kerajaan terlebih dahulu bagi apa-apa penjualan atau pemindahan ekuiti sepanjang tempoh kontrak ini berkuat kuasa; atau

(m) terdapat perkara yang melibatkan kepentingan awam atau keselamatan dan kepentingan negara.

10. Sekiranya Surat ini dibatalkan atas alasan seperti yang ditetapkan di perenggan 9, Kerajaan tidak akan bertanggungan terhadap apa-apa kerugian syarikat tuan termasuk kerugian masa hadapan.

11. Bersama-sama Surat Akuan Perunding Yang Dilantik dan Surat Akuan Sumpah Syarikat seperti di ***Lampiran B*** dan ***Lampiran C*** untuk ditandatangani oleh syarikat tuan dan dikembalikan bersama-sama dengan Surat ini.

Tandatangan & Cop (Kerajaan) : ……

Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ..*No LTBKS/ Tender/ Kontrak…..

12. Surat ini dihantar kepada syarikat tuan dalam tiga (3) salinan. Sila kembalikan ke pejabat ini salinan asal dan kedua berserta lampiran yang berkaitan yang telah ditandatangani dengan sempurna oleh syarikat tuan dan saksi syarikat tuan tidak melebihi *3/7/14 hari dari tarikh Surat ini diterima untuk tindakan kami selanjutnya. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa jua bertanggungan terhadap syarikat tuan.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menurut perintah,

Tandatangan Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

.....
(Nama Penuh Pegawai)
Jawatan Pegawai

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ……*No LTBKS/ Tender/ Kontrak.....

PENGAKUAN PENERIMAAN SURAT SETUJU TERIMA DAN LAMPIRAN YANG BERKAITAN OLEH SYARIKAT

Dengan ini disahkan bahawa yang bertandatangan di bawah ini mengakui penerimaan Surat ini dan lampiran yang berkaitan yang rujukannya ialah .....Rujukan Agensi..... bertarikh .....Tarikh SST ditandatangani oleh Menteri..... dan bersetuju dengan terma dan syarat yang terkandung dalam Surat ini tanpa syarat yang mana salinan kepada Surat ini telah pun disimpan, dan selanjutnya disahkan bahawa tiada apa-apa terma, syarat atau stipulasi tambahan kepada yang terkandung dalam dokumen *sebut harga/tender dan Surat ini telah dikenakan.

Tandatangan Syarikat …….....		Tandatangan Saksi Syarikat ……..……	
Nama Penuh	:	Nama Penuh	:
No. Kad Pengenalan	:	No. Kad Pengenalan	:
Alamat	:	Alamat	:
Tarikh	:	Tarikh	:

Meterai atau Cop Syarikat

**potong mana yang tidak berkenaan*

Tandatangan & Cop (Kerajaan) : ……

Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ..*No LTBKS/ Tender/ Kontrak.....

Lampiran A

BUTIRAN KONTRAK

Tajuk *Sebut Harga/Tender

.....

1. **Pendaftaran Syarikat Dengan Suruhanjaya Syarikat Malaysia (SSM) (jika berkaitan)**

   1.1 No. Pendaftaran : ..... Nombor Pendaftaran

   1.2 Tempoh Sah Laku : ..... Tempoh sah laku sijil pendaftaran

2. **Pendaftaran Syarikat Dengan Lembaga Profesional (jika berkaitan)**

   2.1 No. Pendaftaran : ..... Tandatangan Syarikat

   2.2 Tempoh Sah Laku : ..... Tempoh sah laku sijil pendaftaran

3. **Pendaftaran dengan Kementerian Kewangan (jika berkaitan)**

   3.1 No. Pendaftaran : ..... Nombor Pendaftaran

   3.2 Tempoh Sah Laku : ..... Tempoh sah laku sijil pendaftaran dengan Kementerian Kewangan

   3.3 Kod Bidang : ..... Kod bidang yang berkaitan untuk *sebut harga/tender ini

   3.4 Ekuiti Bumiputera : ..... Tiada /Melebihi 50% 100%

4. **Pendaftaran Cukai Perkhidmatan dengan Jabatan Kastam Diraja Malaysia (jika berdaftar), sekiranya berkaitan**

   4.1 No. Pendaftaran : ..... Nombor pendaftaran cukai perkhidmatan

   4.2 Tarikh Kuat Kuasa : ..... Tarikh kontraktor boleh mula mengenakan cukai perkhidmatan ke atas perkhidmatan

5. **Harga dan Tempoh Kontrak**

   5.1 Harga *LTBKS/Tender (butiran harga seperti di ***Lampiran A1***) : RM..... Harga *LTBKS/Tender yang telah disetuju terima (Yuran + Imbuhan Balik)
   Lampiran A1 adalah butiran kos perunding melibatkan yuran dan imbuhan balik

   5.2 Peruntukan Cukai Perkhidmatan(sekiranya berkaitan) : RM ..... Cukai Perkhidmatan dalam angka

   5.3 Harga Kontrak : RM ..... Harga *LTBKS/Tender (Yuran + Imbuhan Balik) + Cukai Perkhidmatan (jika berkaitan)

   5.4 Tempoh Kontrak : ..... Hari / Minggu / Bulan /Tahun

   5.5 Tarikh Mula Perkhidmatan : ..... DD / MM / YYYY

   5.6 Tarikh Tamat Perkhidmatan : ..... DD / MM / YYYY

Tandatangan & Cop (Kerajaan) : .....
Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ……*No LTBKS/ Tender/ Kontrak

6. **Terma Rujukan/Skop Perkhidmatan Perunding**

* Terma Rujukan/Skop Perkhidmatan Perunding yang ditetapkan seperti di ***Lampiran A2***
Lampiran A2 akan disediakan oleh Agensi

7. ***Polisi Insurans Tanggung Rugi Profesional (jika berkaitan)**

7.1 Nilai Polisi : RM……Nilai dalam angka

7.2 Tempoh Perlindungan : Dari tarikh kuat kuasa kontrak sehingga 12 bulan selepas tamat Tempoh Tanggungan Kecacatan

8. **Kenaan *Liquidated & Ascertained Damages (LAD)***
(Lewat mengemukakan *deliverables* yang telah dipersetujui)

8.1 Formula : $\frac{\textit{Base Lending Rate}}{100} \times \frac{\text{Yuran Perunding}}{365}$
(tertakluk minimum RM100 sehari)

8.2 Kadar sehari : RM……Nilai dalam angka……

9. ***Professional Training And Education For Growing Entrepreneurs* (PROTÉGÉ) (jika berkaitan)**
(Bagi perolehan yang telah melebihi nilai ambang berdasarkan 1PP/PK1.2)

9.1 Tertakluk kepada pelaksanaan Program PROTÉGÉ : Ya / Tidak (Berdasarkan nilai ambang yang ditetapkan dalam 1PP/PK1)

9.2 Bilangan minimum peserta PROTÉGÉ : ..... peserta

Formula:
$\frac{1\% \times \text{Harga Kontrak*}}{\text{RM24,000**}}$

*Bagi tujuan pengiraan PROTÉGÉ, Harga Kontrak adalah nilai tawaran yang dipersetujui tanpa cukai
**Elaun PROTÉGÉ (RM2,000 seorang x 12 bulan)

**potong mana yang tidak berkenaan*

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ……*No LTBKS/ Tender/ Kontrak

Salinan Kepada :

Ketua Pegawai Eksekutif
Ibu Pejabat Lembaga Hasil Dalam Negeri Malaysia
Menara Hasil
Aras 18, Persiaran Rimba Permai, Cyber 8
63000 CYBERJAYA
(u.p.: Pengarah Jabatan Pematuhan Cukai)

Ketua Pengarah Kastam
Ibu Pejabat Kastam Diraja Malaysia
Bahagian Cukai Dalam Negeri (SST)
Aras 3 -7, Blok A, Menara Tulus
No. 22, Persiaran Perdana , Presint 3
61200 PUTRAJAYA
(u.p.: Pengarah Bahagian Cukai Dalam Negeri)

Sekretariat
Majlis Perundingan Gaji Negara
Kementerian Sumber Manusia
Aras 7, Blok D3, Kompleks D
62530 PUTRAJAYA

Professional Training & Education For Growing Entrepreneurs (Protege)
Aras 2, Blok E4/5, Parcel E
Kementerian Pembangunan Usahawan
Pusat Pentadbiran Kerajaan Persekutuan
62668, PUTRAJAYA
(u.p. : Ketua Sekretariat PROTÉGÉ)

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak .....*No LTBKS/ Tender/ Kontrak.....

Lampiran B

SURAT AKUAN PERUNDING YANG DILANTIK

(Disertakan Bersama Surat Setuju Terima)

Saya, ……(Nama Pemilik)……. No. Kad Pengenalan/No. Pasport ……..……. selaku pemilik (Nama Firma)…… dengan nombor Pendaftaran ……(MOF/ROS/ROC/ROB)…… dengan ini mengisytiharkan bahawa saya atau mana-mana orang yang mewakili firma ini tidak akan menawarkan, menjanjikan atau memberikan apa-apa suapan kepada mana-mana orang dalam ……(Nama Kementerian/Agensi)…… atau mana-mana orang lain sebagai dorongan bagi mendapatkan tawaran pelantikan perunding. Saya juga tidak akan menawarkan, menjanjikan atau memberikan apa-apa suapan sepanjang tempoh dan selepas pelaksanaan untuk apa jua tujuan sekali pun yang berkaitan dengan perolehan ini. Bersama ini dilampirkan Surat Setuju Terima untuk pengisytiharan ini.

2. Sekiranya saya, atau mana-mana individu yang mewakili firma ini didapati menawarkan, menjanjikan atau memberikan apa-apa suapan kepada mana-mana orang dalam ……(Nama Kementerian/Agensi)…… atau mana-mana orang lain secara langsung atau tidak langsung terlibat dalam perolehan ini, maka saya sebagai pemilik firma seperti di atas bersetuju tindakan-tindakan berikut diambil :

2.1 Penarikan balik Surat Setuju Terima; atau
2.2 Penamatan kontrak bagi perkhidmatan perunding selaras dengan peruntukan dalam kontrak; dan
2.3 Lain-lain tindakan undang-undang / tatatertib mengikut undang-undang / peraturan perolehan Kerajaan yang berkuat-kuasa.

3. Sekiranya didapati ada sebarang percubaan rasuah daripada mana-mana pihak, saya akan membuat aduan dengan segera ke pejabat Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran. Saya sedar bahawa kegagalan saya berbuat demikian adalah merupakan suatu kesalahan di bawah seksyen 25 (1) Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*] dan boleh dihukum di bawah seksyen 25 (2) akta yang sama, apabila disabitkan boleh didenda tidak melebihi RM100,000 atau penjara selama tempoh tidak melebihi 10 tahun atau kedua-duanya.

4. Saya sesungguhnya faham bahawa kegagalan saya atau mana-mana orang yang mewakili firma ini mematuhi perkara 2 dalam Surat Akuan ini boleh menyebabkan saya atau mana-mana orang yang mewakili firma ini didakwa bagi kesalahan* di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*] dan Kanun Keseksaan [*Akta 574*] serta boleh dihukum di bawah undang-undang masing-masing.

5. Saya sesungguhnya faham bahawa firma melakukan kesalahan jika seseorang yang bersekutu dengan firma** memberikan, menjanjikan atau menawarkan suapan untuk memperoleh atau mengekalkan perniagaan atau faedah dalam menjalankan perniagaan di bawah seksyen 17A Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*], apabila disabitkan kesalahan boleh didenda tidak kurang daripada sepuluh kali ganda jumlah atau nilai suapan, atau RM1 juta, atau dipenjarakan selama tempoh tidak melebihi dua puluh tahun atau kedua-duanya.

Tandatangan & Cop (Kerajaan) : ……

Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

Tandatangan :

Nama :

No.KP :

Tarikh :

Cap Syarikat :

Catatan:

(i) *termasuk kesalahan ditetapkan dalam Jadual (Perenggan 3 (a), takrif "kesalahan ditetapkan") Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*] yang boleh dihukum di bawah Kanun Keseksaan [*Akta 574*].

(ii) **seseorang yang bersekutu dengan syarikat merujuk kepada seksyen 17A (6) Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*], iaitu seseorang itu bersekutu dengan organisasi komersial jika dia seorang pengarah, pekongsi atau pekerja organisasi komersial itu atau dia ialah orang yang melaksanakan perkhidmatan untuk atau bagi pihak organisasi komersial itu.

(iii) Surat Akuan ini hendaklah dikemukakan bersama Surat Setuju Terima (SST).

Tandatangan & Cop (Kerajaan) : ……

Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak .....*No LTBKS/ Tender/ Kontrak.....

Lampiran C

SURAT AKUAN SUMPAH SYARIKAT

Saya..... nombor kad pengenalan .....
yang mewakili syarikat ..... nombor pendaftaran.....
(*MOF/Lembaga Profesional/SSM) dengan sesungguhnya dan sebenarnya mengaku bahawa:

(a) syarikat **TIDAK** membuat salah nyataan (*misrepresentation*) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaan bagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan dokumen lain yang palsu atau yang telah diubah suai;

(b) syarikat **TIDAK** membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;

(c) syarikat **TIDAK** terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses perolehan sehingga dokumen kontrak ditandatangani;

(d) syarikat/ pemilik/ rakan kongsi/ pengarah **TIDAK** disabitkan atas kesalahan jenayah di dalam atau luar Malaysia; dan

(e) syarikat **TIDAK** digulungkan.

Sekiranya pada bila-bila masa, dibuktikan bahawa pengisytiharan perenggan di atas adalah tidak benar, Kerajaan berhak menarik balik tawaran kontrak atau menamatkan perkhidmatan syarikat bagi projek ini.

Dan saya membuat Surat Akuan Bersumpah ini dengan kepercayaan bahawa apa-apa yang tersebut di dalamnya adalah benar serta menurut Akta Akuan Berkanun 1960.

Diperbuat dan dengan)
sebenar-benarnya diakui oleh)
) Tandatangan.....
.....)
di.....)
pada .....)

Di hadapan saya,

.....
Pesuruhjaya Sumpah

Catatan:
i. *Potong mana yang tidak berkenaan.
ii. Surat akuan ini hendaklah ditandatangani oleh hanya penama di sijil pendaftaran MOF/CIDB.

Tandatangan & Cop (Kerajaan) : .....

Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ……*No LTBKS/ Tender/ Kontrak…….

LAMPIRAN 1
(Versi Bahasa Inggeris)

LETTER OF ACCEPTANCE
(for the *Lantikan Terus Beserta Kos Siling/Tender of Service)

For Procurement With Consultancy Firm **Unregistered** Under JKDM and **Taxable** Consultancy Services Under The Service Tax Act 2018

*No LTBKS/ Tender/ Contract
Our Reference : ……
Date : ……Date……

……Company's name……
……Company's address……
……

Sir,
***Quotation / Tender for:**……Title of the *Quotation/Tender……
***Quotation/Tender/Contract Number :**……*Quotation/Tender/Contract number……

This is to inform that the Government has agreed to accept your *Lantikan Terus Beserta Kos Siling (LTBKS)/tender for a consideration of Ringgit ……Contract Sum in word…… (RM……Contract Sum in number……) being the Contract Sum for a contract period of ……*Day/Week/Month/Year…… subject to the *LTBKS/tender document that forms part of this procurement and this Letter of Acceptance and ***Appendix A*** to this Letter of Acceptance which are contract details (hereinafter referred to as "this Letter").

2. Upon your acknowledgement of receipt of this Letter and its relevant appendices, a binding contract is formed between the Government and your company. A contract document shall be signed immediately by incorporating the terms in *LTBKS/tender document and all the terms in ***Appendix A***. Until the contract document is signed, this Letter shall continue to bind the Parties.

3. The Contract Sum is exclusive of Government's allocation of Percentage rate under the Service Tax Act 2018 % service tax as your company is not registered with the Royal Customs Department of Malaysia (JKDM). If your company has registered with the JKDM, you are required to inform the registration number and its effective date to the Government for rationalisation of the contract sum within seven (7) days from the date of JKDM's approval letter. The payment of sales tax is calculated based on actual claims and the effective date of your company's registration with JKDM.

4. It is hereby notified no services shall be performed **unless** you have submitted to the Government the following documents:

*(a) a Professional Indemnity Insurance (PII) under the name of the company;
Clause 4(a) is applicable only for physical project
*(b) a final Work Implementation Schedule;

*(c) a list of personnel involved in the consultancy,

as stipulated in ***Appendix A*** not later than *14/30 days from the date of your Acknowledgement Receipt of this Letter. Any failure to comply with the requirement in this paragraph within the stipulated time, may result

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

No. * LTBKS/Tender/Kontrak .*No LTBKS/ Tender/ Kontrak…….

in the revocation of this Letter and the Government shall not be liable to you in any way whatsoever **unless** a written waiver is given by an authorised person, for services that needs to be performed urgently or immediately where such delays will be detrimental and will affect the public service and interest.

5. Upon issuance of the instructions by the Government, you are required to perform the services within the stipulated time and the quality of services shall be up to the satisfaction and meet the requirements of the Government. In the event you are unable to perform the services within the time and/or quality stipulated, the Government reserves the right to revoke any instructions and/or impose Liquidated & Ascertained Damages (LAD) as stipulated in ***Appendix A***. The Government also reserves the right to reject any deliverables in the event the deliverables does not meet the satisfaction and requirements of the Government and to resubmit within the time and quality stipulated.

*6. Your company is also required to implement the Professional Training And Education For Growing Entrepreneurs (PROTÉGÉ) programme as stipulated by the Government based on the Contract Sum with a minimum number of .....Min number of participants..... PROTÉGÉ participants, without any cost to the Government. The minimum number of participants required is calculated based on the formula as below :

$$\frac{\text{1\% X Contract Sum*}}{\text{RM24,000**}}$$

*For the purpose of PROTÉGÉ's calculation, the Contract Sum is the agreed offer price exclude tax **PROTÉGÉ's allowance (RM2,000 per person x 12 months)

This paragraph is applicable if the Contract Sum is **exceeding** the threshold value and the company is required to implement SL1M programme as stipulated in 1PP/PK 1.2.

*6. Your company is also encouraged to implement the Professional Training And Education For Growing Entrepreneurs (PROTÉGÉ) programme as stipulated by the Government.

This paragraph is applicable if the Contract Sum is **Not exceeding** the threshold value and the company is encourage to implement SL1M programme as stipulated in 1PP/PK 1.2.

7. For the purpose of the PROTÉGÉ programme, your company is required to:

(a) submit the PROTÉGÉ Programme Implementation Schedule based on the contract to the PROTÉGÉ's Secretariat for approval within two (2) weeks after the signing of the Acknowledgement Receipt of this Letter by your company;

(b) implement the PROTÉGÉ Programme in accordance with the approved PROTÉGÉ Programme Implementation Schedule;

(c) update the information on the experience of implementing PROTÉGÉ programme in the Ministry of Finance's ePerolehan system or Construction Industry Development Board's system, whichever is applicable;

(d) submit the certificate or acknowledgement letter by the PROTÉGÉ Secretariat to the Agency immediately after completion of the implementation of the PROTÉGÉ programme; and

(e) submit reports on implementation of the PROTÉGÉ programme to the PROTÉGÉ Secretariat.

*8. In the event your company fail to comply with any terms in paragraph 6 and 7 or any instructions by the Government, the Government reserves the right not to consider any new contract or contract extension with your company in the future.

This paragraph is applicable if the Contract Sum is exceeding the threshold value and the company is required to implement SL1M programme as stipulated in 1PP/PK 1.2. This paragraph can be strike out if the Contract Sum is not exceeding the threshold value.

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

No. * LTBKS/Tender/Kontrak …*No LTBKS/ Tender/ Kontrak…..

9. You are also reminded that the Government reserves the right to revoke this Letter in the event:

(a) the company fails to comply with any terms in paragraph 4 within the stipulated time;

(b) the company fails to comply with any terms set forth in the Successful Consultant's Declaration;

(c) the company has misrepresented or has submitted false information while dealing with the Government for this procurement or commits any act, such as falsifying information in the Companies Registration Certificate, submitting fake or fabricated documents;

(d) the company allows its Companies Registration Certificate to be misused by other individuals/companies;

(e) the company is involved in bid rigging with other companies and other collusive conduct throughout the *LTBKS/tender process until the contract document is signed;

(f) the company has subcontracted either fully or partially the services without prior approval from the Government;

(g) the company fails to complete the services within the stipulated time in ***Appendix A***;

(h) the company fails to comply with any terms/instructions in the *LTBKS/tender document;

(i) the company/owner/partners/directors/management has/have been convicted of a criminal crime inside or outside Malaysia;

(j) the company is wound up;

(k) the company fails to comply with the stipulated scope of services and/or Service Level Agreement;

(l) the company did not obtain prior written approval from the Government for any sale or transfer of company's equity throughout the contract period; or

(m) public interest or national security and interest is involved.

10. In the event this Letter is revoked due to reason(s) stipulated in paragraph 9, the Government shall not be liable for any loss or damages suffered by your company including future loss.

11. Attached herewith is the Declaration By Appointed Consultants and Declaration of Oath as per ***Appendix B*** and ***Appendix C*** for your signature and to be returned together with this Letter.

12. This Letter is sent to you in three (3) copies. Please return to this office the original and second copy together with the relevant appendices properly signed by you and the company's witness not later than *3/7/14 days from the date of this Letter received for our further actions. Any failure to comply with the requirement in this paragraph within the stipulated time may result in the revocation of this Letter and the Government shall not be liable to you in any way whatsoever.

Thank you.

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

No. * LTBKS/Tender/Kontrak .....*No LTBKS/ Tender/ Kontrak.....

"BERKHIDMAT UNTUK NEGARA"

Yours faithfully,

Signature of the officer authorised by the Minister under section 2 of the Government Contracts Act 1949 to sign contracts

.....
(Officer's Full Name)
Officer's Designation

Initial & Office Stamp (Government) : .....
Initial & Office Stamp (Company) : .....

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

No. * LTBKS/Tender/Kontrak ……*No LTBKS/ Tender/ Kontrak…..

ACKNOWLEDGEMENT RECEIPT OF THE LETTER OF ACCEPTANCE AND THE RELEVANT APPENDICES BY THE COMPANY

It is hereby confirmed that the undersigned below acknowledge receipt of this Letter and its relevant appendices the reference to .....Agency's reference number..... dated .....Date of the letter signed by Minister..... and agrees with the terms and conditions contained in this Letter unconditionally where a copy of this Letter has been retained, and it is further reconfirmed that no terms, conditions or additional stipulations to those contained in the *quotation/tender document and this Letter have been imposed.

Signature by the Company
……..

Full Name :
I/C Number :
Address :
Date :
Company's seal or stamp

Signature by witness of the Company
……..…

Full Name :
I/C Number :
Address :
Date :

**strike whichever is not applicable*

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

No. * LTBKS/Tender/Kontrak .....*No LTBKS/ Tender/ Kontrak.....

Appendix A

CONTRACT DETAILS

.....LTBKS/ Tender's Title.....

1. **Registration with the Companies Commission of Malaysia (SSM) (if applicable)**

   1.1 Registration No. : .....Registration number.....

   1.2 Validity period : .....Validity period of the registration certificate.....

2 **Registration with the Professional Bodies (if applicable)**

   2.1 Registration No. : .....Registration number.....

   2.2 Validity period : .....Validity period of the registration certificate.....

3. **Registration with the Ministry of Finance (if registered)**

   3.1 Registration No. : .....Registration number.....

   3.2 Validity period : .....Validity period of the registration certificate with Ministry of Finance.....

   3.3 Field Code : .....Field code relevant to this quotation/tender.....

   3.4 Bumiputera Equity : .....Nil/Above 50% / 100%.....

4. **Registration of Service Tax with the Royal Customs Department of Malaysia (if registered), if applicable**

   4.1 Registration No. : .....Service Tax Registration number.....

   4.2 Effective Date : .....Effective date for the contractor to impose service tax on services.....

5. **Contract Sum and Period** :

   5.1 *LTBKS/Tender Price (cost breakdown as in ***Appendix A1***) : RM.....Agreed *LTBKS/Tender price (fees and reimbursables)
   Appendix A1 is the form inside *LTBKS/Tender document with price which have been signed by the company

   5.2 Allocation for Service Tax (if applicable) : RM .....Service Tax in number.....

   5.3 Contract Sum : RM .....LTBKS/Tender Price (fees and reimbursables + Service Tax (if applicable).....

   5.4 Contract Period : .....Day/Week/Month/Year.....

   5.5 Service Commencement Date : .....DD/MM/YYYY.....

   5.5 Service Expiry Date : .....DD/MM/YYYY.....

6. **Terms of Reference/Scope of Consultancy Work**

   * Terms of reference or scope of consultancy work as in ***Appendix A2***
   Appendix A2 will be prepared by the Agency

Initial & Office Stamp (Government) : .....
Initial & Office Stamp (Company) : .....

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak.

7. ***Professional Indemnity Insurance (if applicable)**

7.1 Policy Value : RM……In number……..…

7.2 Coverage Period : From the effective date of contract until 12 months after the Defect Liability Period

8. **Imposed Liquidated & Ascertained Damages (LAD)**
(Delay in submission of *deliverables*)

8.1 Formula : $\frac{\textit{Base Lending Rate}}{100} \times \frac{\textit{Consultancy Fee}}{365}$
(*Minimum of RM100 per day*)

8.2 Rate per day : RM…..In number……

9. ***Professional Training And Education For Growing Entrepreneurs (PROTÉGÉ) (if applicable)**
(For procurement which have exceeded the threshold value as stipulated in the 1PP/PK1.2)

9.1 Subject to the implementation of the PROTÉGÉ Program : Yes/No According to the threshold value stipulated in 1PP/PK1.2

9.2 Minimum Number of PROTÉGÉ participant : …….. participant

Formula:

1% X Contract Sum
RM24,000***

*For the purpose of PROTÉGÉ'S calculation, the Contract Sum
is the agreed offer price exclude tax

**PROTÉGÉ's allowance (RM2,000 per person x 12 months)

**strike whichever is not applicable*

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

Copies to:

Ketua Pegawai Eksekutif
Ibu Pejabat Lembaga Hasil Dalam Negeri Malaysia
Menara Hasil
Aras 18, Persiaran Rimba Permai, Cyber 8
63000 CYBERJAYA
(u.p.: Pengarah Jabatan Pematuhan Cukai)

Ketua Pengarah Kastam
Ibu Pejabat Kastam Diraja Malaysia
Bahagian Cukai Dalam Negeri (SST)
Aras 3 -7, Blok A, Menara Tulus
No. 22, Persiaran Perdana , Presint 3
61200 PUTRAJAYA
(u.p.: Pengarah Bahagian Cukai Dalam Negeri (SST))

Sekretariat
Majlis Perundingan Gaji Negara
Kementerian Sumber Manusia
Aras 7, Blok D3, Kompleks D
62530 PUTRAJAYA

Professional Training & Education For Growing Entrepreneurs (Protege)
Aras 2, Blok E4/5, Parcel E
Kementerian Pembangunan Usahawan
Pusat Pentadbiran Kerajaan Persekutuan
62668, PUTRAJAYA
(u.p. : Ketua Sekretariat PROTÉGÉ)

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak.

Appendix B

DECLARATION BY APPOINTED CONSULTANTS

(Included with Acceptance Letter)

I, …… (Name of Owner) …… NRIC/Passport No. …….. as the owner of …... (Name of Firm) …… with Registration number …… (MOF/ROS/ROC/ROB) …… hereby declare that I or any individual(s) representing this company will not offer or give any bribes to any individual(s) in …… (Name of Ministry/Agency) …… or any other person as an inducement to obtain the offer of appointment of consultant. I shall not offer, promise or give any bribe during the period and after the implementation for whatsoever purpose involving this procurement. Attached herewith the Letter of Acceptance for this declaration.

2. If I, or any individual(s) representing this firm, is found to have offered, promised or given any bribe to any individual(s) in …… (Name of Ministry/Agency) …… or any other individual(s) directly or indirectly involved in this procurement, I, as a representative of the aforementioned firm, hereby agree that the following actions to be taken:

2.1 revocation of the Letter of Acceptance for the above procurement; or
2.2 termination of the contract for the abovementioned procurement; and
2.3 other Disciplinary actions in accordance to the Government procurement law/ regulations in force.

3. If it is found that there is any attempt of bribery from any party, I shall lodge a report to the Malaysian Anti-Corruption Commission (MACC) office or the nearest police station. I am aware that the failure to do so constitute as an offence under section 25 (1) of the Malaysian Anti-Corruption Commission Act 2009 [*Act 694*] and can be punished under section 25 (2) of the same act, upon conviction can be liable to a fine not more than one hundred thousand ringgit or to imprisonment for a term not exceeding 10 years or to both.

4. I truly understand that failure by me or any individual(s)representing this firm to comply with paragraph 2 in this Letter of Declaration may cause me or any person representing this firm to be prosecuted for an offence* under the Malaysian Anti-Corruption Commission Act 2009 [*Act 694*] and the Penal Code [*Act 574*] and can be punished under their respective laws.

5. I truly understand that the firm commits an offence if a person associated with the firm** gives, promises, or offers any gratification to obtain or retain business or retain an advantage in conducting business for the commercial organization under section 17A of the Malaysian Anti-Corruption Commission Act 2009 [*Act 694*], shall on conviction be liable to a fine not less than ten times the sum or value of the gratification, which is the subject matter of the offence, where such gratification is capable of being valued or is of pecuniary nature, or one million ringgit, whichever is the higher, or to imprisonment for a term not exceeding twenty years or both.

Signature : _____

Name : _____

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

No. * LTBKS/Tender/Kontrak ……..... *No LTBKS/ Tender/ Kontrak

NRIC No. : _____

Date : _____

Company Stamp : _____

Notes:

(i) *includes the prescribed offences in the Schedule (Paragraph 3 (a), definition of "prescribed offense") of the Malaysian Anti-Corruption Commission Act 2009 [*Act 694*] punishable under the Penal Code [*Act 574*].

(ii) **a person associated with the company refers to section 17A (6) of the Malaysian Anti-Corruption Commission Act 2009 [*Act 694*], i.e. a person is associated with a commercial organization if he is a director, partner, or employee of the commercial organization or he is a person who performs services for or on behalf of the commercial organization.

(iii) This Declaration Letter must be submitted together with the Acceptance Letter (SST).

Initial & Office Stamp (Government) : ……

Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

No. * LTBKS/Tender/Kontrak ……*No LTBKS/ Tender/ Kontrak…..

Appendix C

DECLARATION OF OATH

I, …… NRIC No. ..... representing ……..(name of company) registration number …..... (*MOF/Professional Bodies) hereby solemnly and sincerely declare that:

(a) the company has **NOT** misrepresented or submitted false information while dealing with the Government for this procurement or commits any act, such as falsifying information in the Companies Registration Certificate, submitting fake or fabricated documents;

(b) the company has **NOT** allowed its Company Registration Certificate to be misused by other individuals/companies;

(c) the company is **NOT** involved in bid rigging with other companies and other collusive conduct throughout the procurement process until the contract document is signed;

(d) the company/owner/partners/directors/management has/have **NOT** been convicted of a crime inside or outside Malaysia; and

(e) the company has **NOT** been wound up.

If, at any time, it is proved that the declarations as the above paragraph are untrue, the Government reserves the right to withdraw its contract offer or terminate the service of the company for this project.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1950.

Subscribed and solemnly declared by)

The above named)
)
……..) Signature……
at……..)
on ……

before me,

……
Commissioner for Oath

Note:

i. *Strike whichever is not applicable
ii. This letter is to be signed only by the authorised persons as stated in the MOF/CIDB registration certificate.

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

No. * LTBKS/Tender/Kontrak ……*No LTBKS/ Tender/ Kontrak……..

LAMPIRAN 2

(Versi Bahasa Malaysia)

SURAT SETUJU TERIMA

(Bagi Lantikan Terus Beserta Kos Siling/Tender Perunding)

Untuk Perolehan Dengan Firma Perunding Yang **Berdaftar** Di Bawah JKDM Bagi **Perkhidmatan Perunding** Yang Dikenakan Cukai Di Bawah Akta Cukai Perkhidmatan 2018

Rujukan Kami : ……Rujukan Agensi……

Tarikh : …Tarikh……

Nama Syarikat
……
Alamat Syarikat
……..
……

Tuan,

***Lantikan Terus Beserta Kos Siling /Tender Untuk : ……Tajuk *LTBKS/ Tender……...**

No. * Lantikan Terus Beserta Kos Siling /Tender/ Kontrak : ……*No LTBKS/ Tender/ Kontrak……

Dengan ini dimaklumkan bahawa Kerajaan telah bersetuju menerima tawaran *lantikan terus beserta kos siling (LTBKS)/tender syarikat tuan dengan harga sebanyak Ringgit ……Harga kontrak dalam perkataan……..……..…… (RM….Harga kontrak dalam angka……) yang merupakan harga kontrak bagi tempoh kontrak selama ……Hari/Minggu/Bulan/Tahun…… tertakluk kepada dokumen *LTBKS/tender yang menjadi sebahagian daripada perolehan ini dan Surat Setuju Terima ini berserta dengan ***Lampiran A*** kepada Surat Setuju Terima iaitu maklumat terperinci kontrak (selepas ini disebut sebagai “Surat ini”).

2. Dengan pengakuan penerimaan Surat ini, suatu kontrak yang mengikat terbentuk antara Kerajaan dengan syarikat tuan. Satu dokumen kontrak hendaklah ditandatangani dengan kadar segera dengan memasukkan semua terma sebagaimana dokumen *LTBKS/tender serta semua terma dalam ***Lampiran A***. Sehingga dokumen kontrak tersebut ditandatangani, Surat ini hendaklah terus mengikat kedua-dua pihak.

3. Harga kontrak adalah termasuk peruntukan Kerajaan sebanyak Kadar peratusan berdasarkan Akta Cukai Perkhidmatan 2018 % cukai perkhidmatan memandangkan perkhidmatan ini dikenakan cukai dan syarikat tuan berdaftar dengan Jabatan Kastam Diraja Malaysia (JKDM). Pembayaran cukai perkhidmatan ini adalah dikira berdasarkan tuntutan sebenar dan tarikh kuat kuasa pendaftaran syarikat tuan dengan JKDM.

4. Adalah dimaklumkan bahawa tiada perkhidmatan boleh dibuat **melainkan** jika syarikat tuan telah mengemukakan kepada Kerajaan dokumen-dokumen berikut:

*(a) suatu polisi Insurans Tanggung Rugi Profesional yang diambil atas nama syarikat tuan;
Perenggan 4(a) hanya terpakai bagi pelantikan perunding untuk semua projek pembangunan fizikal

(b) jadual pelaksanaan perkhidmatan perunding yang muktamad; dan

(c) senarai nama kakitangan perunding yang terlibat dalam *projek/kajian ini berserta peranan masing-masing,

seperti yang ditetapkan dalam ***Lampiran A*** tidak melebihi *14/30 hari dari tarikh pengakuan penerimaan Surat ini oleh syarikat tuan. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan, boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa cara jua bertanggungan terhadap syarikat tuan **melainkan jika** penepian bertulis diberikan oleh orang yang diberi

Tandatangan & Cop (Kerajaan) : ……

Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ……*No LTBKS/ Tender/ Kontrak ….

kuasa, bagi perkhidmatan yang perlu dibuat dengan segera atau serta-merta apabila kelewatan itu akan memudarat dan menjejaskan perkhidmatan dan kepentingan awam.

5. Setelah arahan dikeluarkan oleh Kerajaan, syarikat tuan dikehendaki melaksanakan perkhidmatan dalam tempoh yang ditetapkan dan kualiti perkhidmatan tersebut hendaklah memuaskan hati serta memenuhi kehendak Kerajaan. Sekiranya syarikat tuan gagal melaksanakan perkhidmatan dalam tempoh dan/atau kualiti yang ditetapkan, Kerajaan berhak membatalkan arahan yang dikeluarkan dan/atau mengenakan *Liquidated & Ascertained Damages* (LAD) seperti yang ditetapkan dalam ***Lampiran A***. Kerajaan juga berhak menolak apa-apa deliverables sekiranya deliverables tersebut tidak memuaskan hati serta memenuhi kehendak Kerajaan dan dikemukakan semula selaras dengan dengan kualiti dan tempoh yang ditetapkan.

*6. Syarikat tuan juga adalah dikehendaki melaksanakan program *Professional Training And Education For Growing Entrepreneurs* (PROTÉGÉ) seperti yang ditetapkan oleh Kerajaan berdasarkan harga kontrak dengan bilangan minimum peserta PROTÉGÉ sebanyak ……*Bil. Minimum peserta…… orang tanpa sebarang kos kepada Kerajaan. Bilangan minimum peserta yang diperlukan hendaklah dikira berdasarkan formula di bawah:

$$\frac{1\% \text{ X Harga Kontrak*}}{\text{RM24,000**}}$$

*Bagi tujuan pengiraan PROTÉGÉ, Harga Kontrak adalah nilai tawaran yang dipersetujui tanpa cukai

Perenggan ini terpakai sekiranya Harga Kontrak **melebihi nilai ambang** dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK

*6. Syarikat tuan juga adalah digalakkan melaksanakan program *Professional Training And Education For Growing Entrepreneurs* (PROTÉGÉ) seperti yang ditetapkan oleh Kerajaan.

Perenggan ini terpakai sekiranya Harga Kontrak **di bawah nilai ambang** dan syarikat digalakkan untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2.

7. Bagi tujuan program PROTÉGÉ ini, syarikat tuan adalah dikehendaki untuk:

(a) mengemukakan Jadual Pelaksanaan Program PROTÉGÉ berdasarkan tempoh kontrak kepada Sekretariat PROTÉGÉ untuk kelulusan dalam tempoh dua (2) minggu selepas tarikh pengakuan penerimaan Surat ini oleh syarikat tuan;

(b) melaksanakan program ini mengikut Jadual Pelaksanaan Program PROTÉGÉ yang diluluskan oleh Sekretariat PROTÉGÉ;

(c) mengemaskini maklumat berkaitan pengalaman syarikat melaksanakan program PROTÉGÉ dalam sistem ePerolehan di Kementerian Kewangan atau sistem di Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB), mengikut mana yang berkaitan;

(d) mengemukakan sijil atau surat pengesahan oleh Sekretariat PROTÉGÉ kepada Agensi sebaik sahaja pelaksanaan program PROTÉGÉ selesai; dan

(e) mengemukakan laporan berkaitan pelaksanaan program PROTÉGÉ kepada Sekretariat PROTÉGÉ.

*8. Sekiranya syarikat tuan gagal mematuhi mana-mana terma di perenggan 6 dan 7 atau arahan oleh Kerajaan, Kerajaan berhak untuk tidak mempertimbangkan sebarang tawaran kontrak baharu atau pelanjutan kontrak pada masa hadapan kepada syarikat tuan.

Perenggan ini terpakai sekiranya Harga Kontrak melebihi nilai ambang dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2. Bagi Harga Kontrak di bawah nilai ambang, perenggan ini hendaklah dipotong

9. Syarikat tuan juga adalah diingatkan bahawa Kerajaan berhak untuk membatalkan Surat ini sekiranya:

(a) syarikat tuan gagal mematuhi mana-mana terma di perenggan 4 dalam tempoh masa yang ditetapkan;

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak …….

(b) syarikat tuan gagal mematuhi mana-mana terma yang dinyatakan dalam Surat Akuan Perunding Berjaya;
(c) syarikat tuan telah membuat salah nyataan (*misrepresentation*) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaan bagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan dokumen lain yang palsu atau yang telah diubah suai;
(d) syarikat tuan membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;
(e) syarikat tuan terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses *LTBKS/tender sehingga dokumen kontrak ditandatangani;
(f) syarikat tuan telah memberikan subkontrak sama ada sepenuhnya atau sebahagiannya perkhidmatan tanpa kelulusan Kerajaan terlebih dahulu;
(g) syarikat gagal menyempurnakan perkhidmatan dalam tempoh yang ditetapkan seperti di ***Lampiran A***;
(h) syarikat tuan gagal mematuhi mana-mana terma/arahan di dalam dokumen *LTBKS/tender;
(i) syarikat tuan/ pemilik/ rakan kongsi/ pengarah telah disabitkan atas kesalahan jenayah di dalam atau luar Malaysia;
(j) syarikat tuan digulungkan;
(k) syarikat gagal mematuhi skop perkhidmatan yang ditetapkan dan/atau *Service Level Agreement*;
(l) syarikat tuan tidak mendapat kelulusan daripada Kerajaan terlebih dahulu bagi apa-apa penjualan atau pemindahan ekuiti sepanjang tempoh kontrak ini berkuat kuasa; atau
(m) terdapat perkara yang melibatkan kepentingan awam atau keselamatan dan kepentingan negara.

10. Sekiranya Surat ini dibatalkan atas alasan seperti yang ditetapkan di perenggan 9, Kerajaan tidak akan bertanggungan terhadap apa-apa kerugian syarikat tuan termasuk kerugian masa hadapan.

11. Bersama-sama Surat Akuan Perunding Yang Dilantik dan Surat Akuan Sumpah Syarikat seperti di ***Lampiran B*** dan ***Lampiran C*** untuk ditandatangani oleh syarikat tuan dan dikembalikan bersama-sama dengan Surat ini.

12. Surat ini dihantar kepada syarikat tuan dalam tiga (3) salinan. Sila kembalikan ke pejabat ini salinan asal dan kedua berserta lampiran yang berkaitan yang telah ditandatangani dengan sempurna oleh syarikat tuan dan saksi syarikat tuan tidak melebihi *3/7/14 hari dari tarikh Surat ini diterima untuk tindakan kami selanjutnya. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa jua bertanggungan terhadap syarikat tuan.

Sekian, terima kasih.

"BERKHIDMAT UNTUK NEGARA"

Saya yang menurut perintah,

Tandatangan Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

.....

(Nama Penuh Pegawai)

Jawatan Pegawai

Tandatangan & Cop (Kerajaan) : ……

Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ……

*No LTBKS/ Tender/ Kontrak

PENGAKUAN PENERIMAAN SURAT SETUJU TERIMA DAN LAMPIRAN YANG BERKAITAN OLEH SYARIKAT

Dengan ini disahkan bahawa yang bertandatangan di bawah ini mengakui penerimaan Surat ini dan lampiran yang berkaitan yang rujukannya ialah ……Rujukan Agensi…… bertarikh ……Tarikh SST ditandatangani oleh Menteri…… dan bersetuju dengan terma dan syarat yang terkandung dalam Surat ini tanpa syarat yang mana salinan kepada Surat ini telah pun disimpan, dan selanjutnya disahkan bahawa tiada apa-apa terma, syarat atau stipulasi tambahan kepada yang terkandung dalam dokumen *sebut harga/tender dan Surat ini telah dikenakan.

Tandatangan Syarikat

……

Nama Penuh :
No. Kad Pengenalan :
Alamat :
Tarikh :
Meterai atau Cop Syarikat

Tandatangan Saksi Syarikat

……

Nama Penuh :
No. Kad Pengenalan :
Alamat :
Tarikh :

**potong mana yang tidak berkenaan*

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak …*No LTBKS/ Tender/ Kontrak…….

Lampiran A

BUTIRAN KONTRAK

Tajuk *Sebut Harga/Tender

……

1. **Pendaftaran Syarikat Dengan Suruhanjaya Syarikat Malaysia (SSM) (jika berkaitan)**

1.1	No. Pendaftaran	:	Nombor pendaftaran……
1.2	Tempoh Sah Laku	:	Tempoh sah laku sijil pendaftaran……

2. **Pendaftaran Syarikat Dengan Lembaga Profesional (jika berkaitan)**

2.1	No. Pendaftaran	:	Nombor pendaftaran……
2.2	Tempoh Sah Laku	:	Tempoh sah laku sijil pendaftaran……

3. **Pendaftaran dengan Kementerian Kewangan (jika berkaitan)**

3.1	No. Pendaftaran	:	Nombor pendaftaran……
3.2	Tempoh Sah Laku	:	Tempoh sah laku sijil pendaftaran dengan Kementerian Kewangan……
3.3	Kod Bidang	:	Kod bidang yang berkaitan untuk *sebut harga/tender ini……
3.4	Ekuiti Bumiputera	:	Tiada/Melebihi 50%/100%……

4. **Pendaftaran Cukai Perkhidmatan dengan Jabatan Kastam Diraja Malaysia**

4.1	No. Pendaftaran	:	Nombor pendaftaran cukai perkhidmatan……
4.2	Tarikh Kuat Kuasa	:	Tarikh kontraktor boleh mula mengenakan cukai perkhidmatan ke atas perkhidmatan……

5. **Harga dan Tempoh Kontrak**

5.1	Harga *LTBKS/Tender (butiran harga seperti di ***Lampiran A1***)	: RM	Harga *LTBKS/Tender yang telah disetuju terima (Yuran +Imbuhan Balik)…… Lampiran A1 adalah butiran kos perunding melibatkan yuran dan imbuhan balik
5.2	Peruntukan Cukai Perkhidmatan	: RM	Cukai Perkhidmatan dalam angka……
5.3	Harga Kontrak	: RM	Harga *LTBKS/Tender(Yuran +Imbuhan Balik) + Cukai Perkhidmatan……
5.4	Tempoh Kontrak	:	Hari/Minggu/Bulan/Tahun……
5.5	Tarikh Mula Perkhidmatan	:	DD/MM/YYYY……
5.6	Tarikh Tamat Perkhidmatan	:	DD/MM/YYYY……

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

6. **Terma Rujukan/Skop Perkhidmatan Perunding**

* Terma Rujukan/Skop Perkhidmatan Perunding yang ditetapkan seperti di ***Lampiran A2***
Lampiran A2 akan disediakan oleh Agensi

7. ***Polisi Insurans Tanggung Rugi Profesional (jika berkaitan)**

7.1 Nilai Polisi : RM…….

7.2 Tempoh Perlindungan : Dari tarikh kuat kuasa kontrak sehingga 12 bulan selepas tamat Tempoh Tanggungan Kecacatan

8. **Kenaan *Liquidated & Ascertained Damages (LAD)***
(Lewat mengemukakan *deliverables* yang telah dipersetujui)

8.1 Formula : $\frac{\textit{Base Lending Rate}}{100} \times \frac{\text{Yuran Perunding}}{365}$
(tertakluk minimum RM100 sehari)

8.2 Kadar sehari : RM ….....
Nilai dalam angka

9. ***Professional Training And Education For Growing Entrepreneurs* (PROTÉGÉ) (jika berkaitan)**
(Bagi perolehan yang telah melebihi nilai ambang berdasarkan 1PP/PK1.2)

9.1 Tertakluk kepada pelaksanaan Program PROTÉGÉ : Ya / Tidak (Berdasarkan nilai ambang yang ditetapkan dalam 1PP/PK1)

9.2 Bilangan minimum peserta PROTÉGÉ : ..... peserta

Formula

$$\frac{\text{1\% X Harga Kontrak*}}{\text{RM24,000**}}$$

*Bagi tujuan pengiraan PROTÉGÉ, Harga Kontrak adalah nilai tawaran yang dipersetujui tanpa cukai
**Elaun PROTÉGÉ (RM2,000 seorang x 12 bulan)

**potong mana yang tidak berkenaan*

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak .....*No LTBKS/ Tender/ Kontrak

Salinan Kepada :

Ketua Pegawai Eksekutif
Ibu Pejabat Lembaga Hasil Dalam Negeri Malaysia
Menara Hasil
Aras 18, Persiaran Rimba Permai, Cyber 8
63000 CYBERJAYA
(u.p.: Pengarah Jabatan Pematuhan Cukai)

Ketua Pengarah Kastam
Ibu Pejabat Kastam Diraja Malaysia
Bahagian Cukai Dalam Negeri (SST)
Aras 3 -7, Blok A, Menara Tulus
No. 22, Persiaran Perdana , Presint 3
61200 PUTRAJAYA
(u.p.: Pengarah Bahagian Cukai Dalam Negeri (SST))

Sekretariat
Majlis Perundingan Gaji Negara
Kementerian Sumber Manusia
Aras 7, Blok D3, Kompleks D
62530 PUTRAJAYA

Professional Training & Education For Growing Entrepreneurs (Protege)
Aras 2, Blok E4/5, Parcel E
Kementerian Pembangunan Usahawan
Pusat Pentadbiran Kerajaan Persekutuan
62668, PUTRAJAYA
(u.p. : Ketua Sekretariat PROTÉGÉ)

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak .....*No LTBKS/ Tender/ Kontrak

Lampiran B

SURAT AKUAN PERUNDING YANG DILANTIK

(Disertakan Bersama Surat Setuju Terima)

Saya, ……(Nama Pemilik)…… No. Kad Pengenalan/No. Pasport ..... selaku pemilik ……(Nama Firma)…… dengan nombor Pendaftaran ……(MOF/ROS/ROC/ROB)…… dengan ini mengisytiharkan bahawa saya atau mana-mana orang yang mewakili firma ini tidak akan menawarkan, menjanjikan atau memberikan apa-apa suapan kepada mana-mana orang dalam ……(Nama Kementerian/Agensi)…… atau mana-mana orang lain sebagai dorongan bagi mendapatkan tawaran pelantikan perunding. Saya juga tidak akan menawarkan, menjanjikan atau memberikan apa-apa suapan sepanjang tempoh dan selepas pelaksanaan untuk apa jua tujuan sekali pun yang berkaitan dengan perolehan ini. Bersama ini dilampirkan Surat Setuju Terima untuk pengisytiharan ini.

2. Sekiranya saya, atau mana-mana individu yang mewakili firma ini didapati menawarkan, menjanjikan atau memberikan apa-apa suapan kepada mana-mana orang dalam ……(Nama Kementerian/Agensi)…… atau mana-mana orang lain secara langsung atau tidak langsung terlibat dalam perolehan ini, maka saya sebagai pemilik firma seperti di atas bersetuju tindakan-tindakan berikut diambil :

2.1 Penarikan balik Surat Setuju Terima; atau
2.2 Penamatan kontrak bagi perkhidmatan perunding selaras dengan peruntukan dalam kontrak; dan
2.3 Lain-lain tindakan undang-undang / tatatertib mengikut undang-undang / peraturan perolehan Kerajaan yang berkuat-kuasa.

3. Sekiranya didapati ada sebarang percubaan rasuah daripada mana-mana pihak, saya akan membuat aduan dengan segera ke pejabat Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran. Saya sedar bahawa kegagalan saya berbuat demikian adalah merupakan suatu kesalahan di bawah seksyen 25 (1) Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*] dan boleh dihukum di bawah seksyen 25 (2) akta yang sama, apabila disabitkan boleh didenda tidak melebihi RM100,000 atau penjara selama tempoh tidak melebihi 10 tahun atau kedua-duanya.

4. Saya sesungguhnya faham bahawa kegagalan saya atau mana-mana orang yang mewakili firma ini mematuhi perkara 2 dalam Surat Akuan ini boleh menyebabkan saya atau mana-mana orang yang mewakili firma ini didakwa bagi kesalahan* di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*] dan Kanun Keseksaan [*Akta 574*] serta boleh dihukum di bawah undang-undang masing-masing.

5. Saya sesungguhnya faham bahawa firma melakukan kesalahan jika seseorang yang bersekutu dengan firma** memberikan, menjanjikan atau menawarkan suapan untuk memperoleh atau mengekalkan perniagaan atau faedah dalam menjalankan perniagaan di bawah seksyen 17A Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*], apabila disabitkan kesalahan boleh didenda tidak kurang daripada sepuluh kali ganda jumlah atau nilai suapan, atau RM1 juta, atau dipenjarakan selama tempoh tidak melebihi dua puluh tahun atau kedua-duanya.

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak .....*No LTBKS/ Tender/ Kontrak

Tandatangan :

Nama :

No.KP :

Tarikh :

Cap Syarikat :

Catatan:

(i) *termasuk kesalahan ditetapkan dalam Jadual (Perenggan 3 (a), takrif "kesalahan ditetapkan") Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*] yang boleh dihukum di bawah Kanun Keseksaan [*Akta 574*].

(ii) **seseorang yang bersekutu dengan syarikat merujuk kepada seksyen 17A (6) Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*], iaitu seseorang itu bersekutu dengan organisasi komersial jika dia seorang pengarah, pekongsi atau pekerja organisasi komersial itu atau dia ialah orang yang melaksanakan perkhidmatan untuk atau bagi pihak organisasi komersial itu.

(iii) Surat Akuan ini hendaklah dikemukakan bersama Surat Setuju Terima (SST).

Tandatangan & Cop (Kerajaan) : .....

Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ..*No LTBKS/ Tender/ Kontrak...

Lampiran C

SURAT AKUAN SUMPAH SYARIKAT

Saya…… nombor kad pengenalan ……..
yang mewakili syarikat ……. nombor pendaftaran…….
(*MOF/Lembaga Profesional/SSM) dengan sesungguhnya dan sebenarnya mengaku bahawa:

(a) syarikat **TIDAK** membuat salah nyataan (*misrepresentation*) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaan bagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan dokumen lain yang palsu atau yang telah diubah suai;

(b) syarikat **TIDAK** membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;

(c) syarikat **TIDAK** terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses *sebut harga/tender sehingga dokumen kontrak ditandatangani;

(d) syarikat/ pemilik/ rakan kongsi/ pengarah **TIDAK** disabitkan atas kesalahan jenayah di dalam atau luar Malaysia; dan

(e) syarikat **TIDAK** digulungkan.

Sekiranya pada bila-bila masa, dibuktikan bahawa pengisytiharan perenggan di atas adalah tidak benar, Kerajaan berhak menarik balik tawaran kontrak atau menamatkan perkhidmatan syarikat bagi projek ini.

Dan saya membuat Surat Akuan Bersumpah ini dengan kepercayaan bahawa apa-apa yang tersebut di dalamnya adalah benar serta menurut Akta Akuan Berkanun 1960.

Diperbuat dan dengan)
sebenar-benarnya diakui oleh)
) Tandatangan…….
……..)
di……..)
pada ……)

Di hadapan saya,

……
Pesuruhjaya Sumpah

Catatan:
i. *Potong mana yang tidak berkenaan.
ii. Surat akuan ini hendaklah ditandatangani oleh hanya penama di sijil pendaftaran MOF/CIDB.

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

*LTBKS/Tender/Contract Num .....*LTBKS/ Tender/ Contract Num.

LAMPIRAN 2
(Versi Bahasa Inggeris)

LETTER OF ACCEPTANCE
(for the *Lantikan Terus Beserta Kos Siling/Tender of Service)

For Procurement With Consultancy Firm **Registered** Under JKDM and **Taxable** Consultancy Services Under The Service Tax Act 2018

Our Reference : ……Agency's reference……
Date : ……Date……..……

……Company's name……..……
……Company's address……
……

Sir,

***Quotation / Tender for: ……Title of the *Quotation/Tender……**
***Quotation/Tender/Contract Number: ……*Quotation/Tender/Contract number……...**

This is to inform that the Government has agreed to accept your *Lantikan Terus Beserta Kos Siling (LTBKS)/tender for a consideration of Ringgit ……Contract Sum in word……..…
(RM ……Contract Sum in number……) being the Contract Sum for a contract period of ……*Day/Week/Month/Year…….. subject to the *LTBKS/tender document that forms part of this procurement and this Letter of Acceptance and ***Appendix A*** to this Letter of Acceptance which are contract details (hereinafter referred to as "this Letter").

2. Upon your acknowledgement of receipt of this Letter and its relevant appendices, a binding contract is formed between the Government and your company. A contract document shall be signed immediately by incorporating the terms in *LTBKS/tender document and all the terms in ***Appendix A***. Until the contract document is signed, this Letter shall continue to bind the Parties.

3. The Contract Sum is inclusive of Government's allocation of Percentage rate under the Service Tax Act 2018 % service tax as the service is taxable and your company is registered with the Royal Customs Department of Malaysia (JKDM). The payment of sales tax is calculated based on actual claims and the effective date of your company's registration with JKDM.

4. It is hereby notified no services shall be performed **unless** you have submitted to the Government the following documents:

*(a) a Professional Indemnity Insurance (PII) under the name of the company;
Clause 4(a) is applicable only for physical project

*(b) a final Work Implementation Schedule;

*(c) a list of personnel involved in the consultancy,

as stipulated in ***Appendix A*** not later than *14/30 days from the date of your Acknowledgement Receipt of this Letter. Any failure to comply with the requirement in this paragraph within the stipulated time, may result in the revocation of this Letter and the Government shall not be liable to you in any way whatsoever **unless** a written waiver is given by an authorised person, for services that needs to be performed urgently or immediately where such delays will be detrimental and will affect the public service and interest.

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

*LTBKS/Tender/Contract Num *LTBKS/ Tender/ Contract Num.

5. Upon issuance of the instructions by the Government, you are required to perform the services within the stipulated time and the quality of services shall be up to the satisfaction and meet the requirements of the Government. In the event you are unable to perform the services within the time and/or quality stipulated, the Government reserves the right to revoke any instructions and/or impose Liquidated & Ascertained Damages (LAD) as stipulated in ***Appendix A***. The Government also reserves the right to reject any deliverables in the event the deliverables does not meet the satisfaction and requirements of the Government and to resubmit within the time and quality stipulated.

*6. Your company is also required to implement the Professional Training And Education For Growing Entrepreneurs (PROTÉGÉ) programme as stipulated by the Government based on the Contract Sum with a minimum number of ....Min. number of participants... PROTÉGÉ participants, without any cost to the Government. The minimum number of participants required is calculated based on the formula as below :

$$\frac{\text{1\% X Contract Sum*}}{\text{RM24,000**}}$$

*For the purpose of PROTÉGÉ's calculation, the Contract Sum is the agreed offer price exclude tax **PROTÉGÉ's allowance (RM2,000 per person x 12 months)

This paragraph is applicable if the Contract Sum is **exceeding** the threshold value and the company is required to implement PROTÉGÉ programme as stipulated in 1PP/PK 1.2.

*6. Your company is also encouraged to implement the Professional Training And Education For Growing Entrepreneurs (PROTÉGÉ) programme as stipulated by the Government.

This paragraph is applicable if the Contract Sum is **Not exceeding** the threshold value and the company is encourage to implement PROTÉGÉ programme as stipulated in 1PP/PK 1.2.

7. For the purpose of the PROTÉGÉ programme, your company is required to:

(a) submit the PROTÉGÉ Programme Implementation Schedule based on the contract to the PROTÉGÉ's Secretariat for approval within two (2) weeks after the signing of the Acknowledgement Receipt of this Letter by your company;

(b) implement the PROTÉGÉ Programme in accordance with the approved PROTÉGÉ Programme Implementation Schedule;

(c) update the information on the experience of implementing PROTÉGÉ programme in the Ministry of Finance's ePerolehan system or Construction Industry Development Board's system, whichever is applicable;

(d) submit the certificate or acknowledgement letter by the PROTÉGÉ Secretariat to the Agency immediately after completion of the implementation of the PROTÉGÉ programme; and

(e) submit reports on implementation of the PROTÉGÉ programme to the PROTÉGÉ Secretariat.

*8. In the event your company fail to comply with any terms in paragraph 6 and 7 or any instructions by the Government, the Government reserves the right not to consider any new contract or contract extension with your company in the future.

This paragraph is applicable if the Contract Sum is exceeding the threshold value and the company is required to implement PROTÉGÉ programme as stipulated in 1PP/PK 1.2. This paragraph can be strike out if the Contract Sum is not exceeding the threshold value.

9. You are also reminded that the Government reserves the right to revoke this Letter in the event:

(a) the company fails to comply with any terms in paragraph 4 within the stipulated time;

Initial & Office Stamp (Government) : ……

Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts

Company: Only persons named in the registration certificate to sign this Letter

*LTBKS/Tender/Contract Num .....*LTBKS/ Tender/ Contract Num.

(b) the company fails to comply with any terms set forth in the Successful Consultant's Declaration;

(c) the company has misrepresented or has submitted false information while dealing with the Government for this procurement or commits any act, such as falsifying information in the Companies Registration Certificate, submitting fake or fabricated documents;

(d) the company allows its Companies Registration Certificate to be misused by other individuals/companies;

(e) the company is involved in bid rigging with other companies and other collusive conduct throughout the *LTBKS/tender process until the contract document is signed;

(f) the company has subcontracted either fully or partially the services without prior approval from the Government;

(g) the company fails to complete the services within the stipulated time in ***Appendix A***;

(h) the company fails to comply with any terms/instructions in the *LTBKS/tender document;

(i) the company/owner/partners/directors/management has/have been convicted of a criminal crime inside or outside Malaysia;

(j) the company is wound up;

(k) the company fails to comply with the stipulated scope of services and/or Service Level Agreement;

(l) the company did not obtain prior written approval from the Government for any sale or transfer of company's equity throughout the contract period; or

(m) public interest or national security and interest is involved.

10. In the event this Letter is revoked due to reason(s) stipulated in paragraph 9, the Government shall not be liable for any loss or damages suffered by your company including future loss.

11. Attached herewith is the Declaration By Appointed Consultants and Declaration of Oath as per ***Appendix B*** and ***Appendix C*** for your signature and to be returned together with this Letter.

12. This Letter is sent to you in three (3) copies. Please return to this office the original and second copy together with the relevant appendices properly signed by you and the company's witness not later than *3/7/14 days from the date of this Letter received for our further actions. Any failure to comply with the requirement in this paragraph within the stipulated time may result in the revocation of this Letter and the Government shall not be liable to you in any way whatsoever.

Thank you.

"BERKHIDMAT UNTUK NEGARA"

Yours faithfully,

Signature of the officer authorised by the Minister under section 2 of the Government Contracts Act 1949 to sign contracts

.....
(Officer's Full Name)
Officer's Designation

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

*LTBKS/Tender/Contract Num .....*LTBKS/ Tender/ Contract Num.

ACKNOWLEDGEMENT RECEIPT OF THE LETTER OF ACCEPTANCE AND THE RELEVANT APPENDICES BY THE COMPANY

It is hereby confirmed that the undersigned below acknowledge receipt of this Letter and its relevant appendices the reference to .....Agency's reference number..... dated .....Date of the letter signed by Minister..... and agrees with the terms and conditions contained in this Letter unconditionally where a copy of this Letter has been retained, and it is further reconfirmed that no terms, conditions or additional stipulations to those contained in the *quotation/tender document and this Letter have been imposed.

Signature by the Company
……

Full Name :
I/C Number :
Address :
Date :

Signature by the witness of the Company
……

Full Name :
I/C Number :
Address :
Date :

Company's seal or stamp

**strike whichever is not applicable*

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

*LTBKS/Tender/Contract Num *LTBKS/ Tender/ Contract Num.

Appendix A

CONTRACT DETAILS

*LTBKS/ Tender's Title

1. **Registration with the Companies Commission of Malaysia (SSM) (if applicable)**

1.1 Registration No. : Registration number

1.2 Validity period : Validity period of the registration certificate

2 **Registration with the Professional Bodies (if applicable))**

2.1 Registration No. : Registration number

2.2 Validity period : Validity period of the registration certificate

3. **Registration with the Ministry of Finance (if registered)**

3.1 Registration No. : Registration number

3.2 Validity period : Validity period of the registration certificate with Ministry of Finance

3.3 Field Code : Field code relevant to this quotation/tender

3.4 Bumiputera Equity : Nil/Above 50%/100%

4. **Registration of Service Tax with the Royal Customs Department of Malaysia**

4.1 Registration No. : Service Tax Registration number

4.2 Effective Date : Effective date for the contractor to impose service tax on services

5. **Contract Sum and Period**

5.1 *LTBKS/Tender Price (cost breakdown as in ***Appendix A1***) : RM Agreed *LTBKS/Tender price

Appendix A1 is the form inside the *LTBKS/tender document with price which have been signed by the company

5.2 Allocation for Service Tax : RM Service Tax in numbers (Fees and Reimbursables)

5.3 Contract Sum : RM LTBKS/Tender Price (Fess and Reimbursables) + Service Tax

5.4 Contract Period : Day/Week/Month/Year

5.5 Service Commencement Date : DD/MM/YYYY

5.6 Service Expiry Date : DD/MM/YYYY

6. **Terms of Reference/Scope of Consultancy Work**

* Terms of reference or scope of consultancy work as in ***Appendix A2***

Appendix A2 will be prepared by the Agency

Initial & Office Stamp (Government) : .....

Initial & Office Stamp (Company) : .....

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts

Company: Only persons named in the registration certificate to sign this Letter

*LTBKS/Tender/Contract Num .....*LTBKS/ Tender/ Contract Num.

7. ***Professional Indemnity Insurance (if applicable)**

7.1 Policy Value : RM .....In numbers.....

7.2 Coverage Period : From the effective date of contract until 12 months after the Defect Liability Period

8. **Imposed Liquidated & Ascertained Damages (LAD)**

(Delay in submission of *deliverables*)

8.1 Formula : $\frac{\text{Base Lending Rate}}{100} \times \frac{\text{Consultancy Fee}}{365}$

(*Minimum of RM100 per day*)

8.2 Rate per day : RM.....In numbers.....

9. ***Professional Training And Education For Growing Entrepreneurs (PROTÉGÉ) (if applicable)**

(For procurement which have exceeded the threshold value as stipulated in the 1PP/PK1.2)

9.1 Subject to the implementation of the PROTÉGÉ Program : Yes/No — According to the threshold value stipulated in 1PP/PK1.2

9.2 Minimum Number of PROTÉGÉ participant : ..... participant — Formula: $\frac{\text{1\% X Contract Sum}}{\text{RM24,000***}}$

*For the purpose of PROTÉGÉ'S calculation, the Contract Sum is the agreed offer price exclude tax

**PROTÉGÉ's allowance (RM2,000 per person x 12 months)

**strike whichever is not applicable*

Initial & Office Stamp (Government) : .....

Initial & Office Stamp (Company) : .....

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts

Company: Only persons named in the registration certificate to sign this Letter

*LTBKS/Tender/Contract Num*LTBKS/ Tender/ Contract Num. .....

Copies to:

Ketua Pegawai Eksekutif
Ibu Pejabat Lembaga Hasil Dalam Negeri Malaysia
Menara Hasil
Aras 18, Persiaran Rimba Permai, Cyber 8
63000 CYBERJAYA
(u.p.: Pengarah Jabatan Pematuhan Cukai)

Ketua Pengarah Kastam
Ibu Pejabat Kastam Diraja Malaysia
Bahagian Cukai Dalam Negeri (SST)
Aras 3 -7, Blok A, Menara Tulus
No. 22, Persiaran Perdana , Presint 3
61200 PUTRAJAYA
(u.p.: Pengarah Bahagian Cukai Dalam Negeri (SST))

Sekretariat
Majlis Perundingan Gaji Negara
Kementerian Sumber Manusia
Aras 7, Blok D3, Kompleks D
62530 PUTRAJAYA

Professional Training & Education For Growing Entrepreneurs (Protege)
Aras 2, Blok E4/5, Parcel E
Kementerian Pembangunan Usahawan
Pusat Pentadbiran Kerajaan Persekutuan
62668, PUTRAJAYA
(u.p. : Ketua Sekretariat PROTÉGÉ)

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

*LTBKS/Tender/Contract Num *LTBKS/ Tender/ Contract Num. .....

Appendix B

DECLARATION BY APPOINTED CONSULTANTS

(Included with Acceptance Letter)

I, …… (Name of Owner) …… NRIC/Passport No. …….. as the owner of …... (Name of Firm) …… with Registration number …… (MOF/ROS/ROC/ROB) …… hereby declare that I or any individual(s) representing this company will not offer or give any bribes to any individual(s) in …… (Name of Ministry/Agency) …… or any other person as an inducement to obtain the offer of appointment of consultant. I shall not offer, promise or give any bribe during the period and after the implementation for whatsoever purpose involving this procurement. Attached herewith the Letter of Acceptance for this declaration.

2. If I, or any individual(s) representing this firm, is found to have offered, promised or given any bribe to any individual(s) in …… (Name of Ministry/Agency) …… or any other individual(s directly or indirectly involved in this procurement, I, as a representative of the aforementioned firm, hereby agree that the following actions to be taken:

2.1 revocation of the Letter of Acceptance for the above procurement; or
2.2 termination of the contract for the abovementioned procurement; and
2.3 other Disciplinary actions in accordance to the Government procurement law/ regulations in force.

3. If it is found that there is any attempt of bribery from any party, I shall lodge a report to the Malaysian Anti-Corruption Commission (MACC) office or the nearest police station. I am aware that the failure to do so constitute as an offence under section 25 (1) of the Malaysian Anti-Corruption Commission Act 2009 [*Act 694*] and can be punished under section 25 (2) of the same act, upon conviction can be liable to a fine not more than one hundred thousand ringgit or to imprisonment for a term not exceeding 10 years or to both.

4. I truly understand that failure by me or any individual(s)representing this firm to comply with paragraph 2 in this Letter of Declaration may cause me or any person representing this firm to be prosecuted for an offence* under the Malaysian Anti-Corruption Commission Act 2009 [*Act 694*] and the Penal Code [*Act 574*] and can be punished under their respective laws.

5. I truly understand that the firm commits an offence if a person associated with the firm** gives, promises, or offers any gratification to obtain or retain business or retain an advantage in conducting business for the commercial organization under section 17A of the Malaysian Anti-Corruption Commission Act 2009 [*Act 694*], shall on conviction be liable to a fine not less than ten times the sum or value of the gratification, which is the subject matter of the offence, where such gratification is capable of being valued or is of pecuniary nature, or one million ringgit, whichever is the higher, or to imprisonment for a term not exceeding twenty years or both.

Signature : _____

Name : _____

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

*LTBKS/Tender/Contract Num*LTBKS/ Tender/ Contract Num. .....

NRIC No. : .....

Date : .....

Company Stamp : .....

Notes:

(i) *includes the prescribed offences in the Schedule (Paragraph 3 (a), definition of "prescribed offense") of the Malaysian Anti-Corruption Commission Act 2009 [*Act 694*] punishable under the Penal Code [*Act 574*].

(ii) **a person associated with the company refers to section 17A (6) of the Malaysian Anti-Corruption Commission Act 2009 [*Act 694*], i.e. a person is associated with a commercial organization if he is a director, partner, or employee of the commercial organization or he is a person who performs services for or on behalf of the commercial organization. (iii) This Declaration Letter must be submitted together with the Acceptance Letter (SST).

Initial & Office Stamp (Government) : .....
Initial & Office Stamp (Company) : .....

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

*LTBKS/Tender/Contract Num .....*LTBKS/ Tender/ Contract Num.

Appendix C

DECLARATION OF OATH

I, …… NRIC No. ..... representing ……..(name of company) registration number ……..... (*MOF/Professional Bodies) hereby solemnly and sincerely declare that:

(a) the company has **NOT** misrepresented or submitted false information while dealing with the Government for this procurement or commits any act, such as falsifying information in the Companies Registration Certificate, submitting fake or fabricated documents;

(b) the company has **NOT** allowed its Company Registration Certificate to be misused by other individuals/companies;

(c) the company is **NOT** involved in bid rigging with other companies and other collusive conduct throughout the procurement until the contract document is signed;

(d) the company/owner/partners/directors/management has/have **NOT** been convicted of a crime inside or outside Malaysia; and

(e) the company has **NOT** been wound up.

If, at any time, it is proved that the declarations as the above paragraph are untrue, the Government reserves the right to withdraw its contract offer or terminate the service of the company for this project.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1950.

Subscribed and solemnly declared by)

The above named)
)
……..) Signature……
at……..)
on ……

before me,

……
Commissioner for Oath

Note:

i. *Strike whichever is not applicable
ii. This letter is to be signed only by the authorised persons as stated in the MOF/CIDB registration certificate.

Initial & Office Stamp (Government) : ……
Initial & Office Stamp (Company) : ……

Government: Public Officer authorised by the Minister under the section 2 of the Government Contracts Act 1949 to sign contracts
Company: Only persons named in the registration certificate to sign this Letter

CONSULTANCY SERVICES

FOR ..... Specify full name of project **.....**

CONTRACT NO. : ..... Specify contract number **.....**

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

Name of consultancy firm

.....

Company registration no with Suruhanjaya Syarikat Malaysia (local company) or Board of Architects Malaysia Registration No. If foreign companies specify its registration number in its country)

(COMPANY NO. .....)

Table of Contents

1.0 DEFINITIONS AND INTERPRETATIONS 6
1.1. Definitions 6
1.2. Interpretations 7
1.3. Entire Agreement 9
2.0 APPOINTMENT AND CONSIDERATION 9
3.0 EEFECTIVE DATE AND DURATION OF THIS AGREEMENT 9
3.1. Contract Period 9
3.2. Extension of Contract Period 10
4.0 CA'S REPRESENTATIONS AND WARRANTIES 11
5.0 CA'S OBLIGATIONS 12
5.1. Quality of Services 12
5.2. Timeliness of Services 12
5.3. Consequences of Delay 12
5.4. Instructions by The Government 13
5.5. Design Services 13
5.6. CA's Personnel 14
5.7. Information and Records 15
5.8. Liability 16
5.9. Indemnity 16
5.10. Insurance 17
5.11. Professional Indemnity Insurance 17
5.12. Emergency and Accident 17
5.13. Confidentiality 18
5.14. Notice of Delay 19
5.15. Assistance in Arbitration Inquiry or Litigation 20
5.16. Situation Beyond Control Of CA 20
5.17. Prohibition on Association 20
5.18. Prohibition on Conflicting Activities 20
5.19. Independent Consultant 21
5.20. Technology and Knowledge Transfer 21
5.21. Intellectual Property Rights 21
6.0 GOVERNMENT'S OBLIGATIONS 23
6.1. Appointment of GR 23
6.2. Obligation to give instructions, decisions, etc. without delay 23
6.3. Obligation to Supply Relevant Information and Assistance 23
6.4. Payment to the CA for Services 24

6.5. Withholding Payment 25
7.0 GOVERNMENT'S RIGHTS 26
7.1. Proprietary Rights of The Government in Relation to Documents 26
8.0 DISPUTE RESOLUTION 27
8.1. Dispute Resolution by Government Representative 27
8.2. Dispute Resolution Committee 27
8.3. Arbitration 28
9.0 SUSPENSION 29
9.1. Suspension and Resumption of Services 29
9.2. Extension of Time 29
9.3. Consequences of Mutual Termination 29
10.0 TERMINATION BY THE GOVERNMENT 30
10.1. Withholding Payment 30
10.2. Default by the CA 30
10.3. Events of Default 30
10.4. Consequences of Termination by the Government 31
11.0 TERMINATION BY THE CA 33
11.1. Consequences of Termination by the CA 33
12.0 TERMINATION ON NATIONAL INTEREST 35
13.0 TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES…35
14.0 FORCE MAJEURE 36
14.1. Events 36
14.2. Notification of Force Majeure 36
14.3. Termination by Force Majeure 37
14.4. Consequences of Termination due to Event of Force Majeure 37
14.5. Delay 37
14.6. Restoration 37
14.7. Insurance 38
15.0 AMENDMENT 39
16.0 NOTICES 39
17.0 GOVERNING LAW 39
18.0 COMPLIANCE WITH LAWS AND REGULATIONS 39
19.0 SEVERABILITY 40
20.0 ASSIGNMENT 40
21.0 RELATIONSHIP OF THE PARTIES 40
22.0 ADVERTISEMENT 40
23.0 TIME 40
24.0 COSTS AND STAMP DUTY 40
25.0 INCOME TAX 40
26.0 SCHEDULES AND APPENDICES 41
27.0 WAIVER 41

28.0 CUSTODY OF AGREEMENT 41
29.0 SUCCESSORS BOUND 41
SPECIAL PROVISIONS 42
SIGNATORIES TO THE AGREEMENT 43
PART A : SCHEDULE OF SERVICES 44
1.0 TYPES OF PROFESSIONAL SERVICES 44
2.0 BASIC PROFESSIONAL SERVICES 44
Basic Professional Services under Schematic Design Phase 44
Basic Professional Services under Design Development Phase 45
Basic Professional Services under Contract Documentation Phase 45
Basic Professional Services under Contract Implementation & Management Phase 46
Basic Professional Services under Final Completion Phase 46
1.0 ADDITIONAL PROFESSIONAL SERVICES 46
2.0 SPECIAL SERVICES 47
3.0 SUPERVISION ON SITE 48
PART B : PAYMENT FOR PROFESSIONAL SERVICES 49
1.0 PAYMENT FOR PROFESSIONAL SERVICES 49
1.1 Payment When Works are Damaged or Destroyed 49
1.2 Payment Following Termination Or Suspension By The Government. 49
1.3 Payment Following Termination by the CA 50
2.0 STAGES OF PAYMENT OF FEES 50
APPENDIX 1 : TERMS OF REFERENCE 53
APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION …54
APPENDIX 3 : LETTER OF ACCEPTANCE 55
APPENDIX 4 : CERTIFICATE OF REGISTRATION WITH PROFESSIONAL BOARD 56
APPENDIX 5 : DELIVERABLES 57
APPENDIX 6A : SUMMARY OF TOTAL CONSULTING COST 58
APPENDIX 6B : CONSULTING FEES 59
APPENDIX 6C : OUT OF POCKET EXPENSES..... 60
APPENDIX 7 : SCHEDULE OF AGREED ITEMS 61
APPENDIX 8 : SERVICES IMPLEMENTATION SCHEDULE 62
APPENDIX 9 : CA'S PERSONNEL 63
APPENDIX 10 : CA'S PERSONNEL TIME INPUT SCHEDULE 64
APPENDIX 11 : CA'S SERVICES TAX LICENSE 65
APPENDIX 12 : SCHEDULE OF PAYMENT 66

CONTRACT NO. : …… Specify contract number

"RECITALS"

THIS AGREEMENT is made on …… Date (day) day of …… Month and year

BETWEEN

THE GOVERNMENT OF MALAYSIA as represented by…… Name of Government Agency whose address is at …… Specify full address (hereinafter referred to as "the **Government**") of the first part;

AND

…… Name of the sole proprietorship/body corporate. (whichever is applicable),
…… Suruhanjaya Syarikat Malaysia Registration No./ Ministry of Finance Registration No. and Board of Architects Malaysia Registration No.…… Specify registration number a sole proprietorship or partnership registered in Malaysia or a body corporate incorporated under the Companies Act 1965 (whichever is applicable) and practising as an Architectural Consultancy Practice, having its registered office at …… Specify full address hereinafter referred to as "**CA**") of the other part.

The Government and the CA shall individually be referred as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS -

(A) The Government intends to construct and complete …… Specify full name of project (hereinafter referred to as **"the Project"**) and is desirous of obtaining (hereinafter referred to as **"the Services"**) from the CA in connection with the …… Specify field of the consultancy service (hereinafter referred to as **"the Works"**).

(B) The CA has submitted its proposal to the Government on the scope for the Services and both Parties have agreed on the scope of Services as per the Terms of Reference specified in **Appendix 1** and Technical Documents in **Appendix 2** of this Agreement.

(C) In furtherance of such intention, the Government has agreed to appoint the CA and the CA has agreed to such appointment to provide the Services necessary for the effective implementation of the Project. A copy of the Letter of Acceptance dated …… Date issued by Government …… is attached in **Appendix 3** of this Agreement.

NOW IT IS HEREBY AGREED as follows:

PART A

GENERAL

1.0 DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement, including the appendices, unless the context otherwise requires the following words and expressions used under this Agreement shall have the following meanings:

(a) "Agreement" means this document and shall comprise the clauses, schedules and appendices of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time;

(b) ''Associated Consultant" means other consultant(s) engaged by the CA upon request and approval by the Government to carry out Services for any part of the project;

(c) "CA" means the architectural consultancy practice named in the Recitals of this Agreement, (a sole proprietorship, partnership or body corporate (whichever is applicable) which is established or incorporated under the laws of Malaysia (for a body corporate – "Companies Act 1965 [Act 125]") and registered under the Registration of Architects Act 1967 [Act 117] and engaged to provide professional architectural consultancy services to the Government under this Agreement and shall include its personnel, servants, agents, heirs, administrators, successors and duly appointed representatives. A copy of the Certificate of Registration under the Registration of Architects Act 1967 [Act 117] is attached in **Appendix 4**;

(d) "Contractor" means any sole proprietorship, partnership or company engaged by the Government under a contract for the Project or to supply goods in connection with the Project or both and includes sub-contractors;

(e) "Contract Price" means the ceiling of consulting fee, supervision fee, and ceiling out of pocket expenses as specified under clause 2.0;

(f) Contract Period means the contract period as prescribed under Clause 3.1 herein;

(g) "Estimated Cost of the Works" the estimated cost of the Works for which the CA is engaged to provide the Services;

(h) "Defects Liability Period" is as provided in the contract between the Government and Contractor;

(i) "Deliverables" means all deliverables (including designs, drawings, details, plans, calculations and reports) as specified in **Appendix 5** to be submitted to the Government by the CA as particularly specified in the Terms of Reference in **Appendix 1** of this Agreement;

(j) "Contract Sum for the Works" means the Contract Sum accepted by the Government for the construction of the Works as stated in the Letter of Acceptance less contingency items;

(k) "Government's Representative ("GR") means the person under item 5 in **Appendix 7** or such other person as may be appointed from time to time by the Government and notified in writing to the CA to carry out the duties of the GR and the person so designated or appointed may be described by position;

(l) "Services" means the professional consultancy services for the project which the Government has engaged the CA to perform in accordance with the Terms of Reference, Technical Documents and Deliverables as specified in **Appendices 1, 2** and **5**;

(m) "Professional Indemnity Insurance" means the insurances taken and maintained by the CA covering its liability in respect of any negligence, error or omission acts of CA and its employees under Clause 5.11;

(n) "Project" means the project of which the Works form a part;

(o) "Works" means the works described briefly in Recital (A) of this Agreement which the Government has engaged the Contractor to carry out and the CA is appointed to perform Services and which may comprise those as specified under this Agreement.

1.2. Interpretations

In this Agreement, including the appendices/schedules/annexures, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) words denoting the singular number shall include the plural and vice versa;

(b) words denoting any gender shall include all genders

(c) words denoting persons shall include a body of persons, corporate or unincorporated;

(d) any reference to clauses, sub-clauses, appendices, annexures, schedules, paragraphs and sub-paragraphs shall be a reference to the

clauses, sub-clauses, appendices, annexures, schedules, paragraphs and sub-paragraphs of this Agreement;

(e) reference to any party referred to in this Agreement shall include its successors or permitted assigns;

(f) reference to any document or agreement shall include reference to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(g) reference to any legislation or any provision of any legislation shall include statutory modification and any amendment, modification or any legislation or re-enactment of that legislation or any legislative provisions substituted for, and all regulations and statutory instruments issued under such legislation or provision;

(h) recital headings are for convenience only and shall not affect the interpretation and construction hereof;

(i) the recitals and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of any inconsistency between the terms of any of the appendices and the terms of this Agreement, the terms of this Agreement shall prevail over those appendices;

(j) any reference to an "amendment" includes any variation, deletion or addition and "amend" or "amended" shall be construed accordingly;

(k) any reference to "design" includes technical specifications, design drawings and any other relevant documentation;

(l) any reference to "law" includes any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, by-law or other legislative measure in Malaysia;

(m) any reference to a "day", "week", "month" or "year" is a reference to that day week, month or year in accordance with the Gregorian calendar;

(n) if any period of time is specified from a given day or a day of a given act or event, it is to be calculated exclusive of that day and if any such specified period of time or a day of a specified given act or event falls on a day which is not a Working Day, then such period of a specified time or a specified day of a given act or event is deemed to be on the next Working Day;

(o) any reference to "pay" or its cognate expressions includes payment made in cash or by way of bank draft (drawn on a bank licensed to carry on banking business under the provisions of the Financial Services Act 2013 [*Act 758*] and Islamic Financial Services Act 2013 [*Act 759*]) or

effected through inter-bank transfers to the account of the payee giving the payee immediate access to available funds; and

(p) the recitals and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of any inconsistency between the terms of the appendices and the terms of this Agreement, the terms of this Agreement shall prevail over those appendices.

1.3. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, between the Parties in relation to such matter. The Parties hereby acknowledge that in entering into this Agreement, it has not relied on any representation or warranty save as expressly set out herein or in any document expressly referred to herein.

2.0 APPOINTMENT AND CONSIDERATION

The Government hereby appoints the CA and the CA accepts the appointment to provide the Services for a consideration of Ringgit Malaysia ……Specify total cost in word format…… only (RM……Specify total cost in number format……) as the ceiling contract amount (hereinafter referred to as the "**Contract Price**" and specified in **Appendix 6A** of this Agreement) which consists of Ringgit Malaysia ..Specify consulting fee in word format.. only (RM…Specify consulting fee in number format..) as the ceiling consulting fee (as specified in **Appendix 6B** of this Agreement) and Ringgit Malaysia ……Specify supervision fee in word format…….. only (RM ….Specify supervision fee in number format…..) as the ceiling for supervision fees and Ringgit Malaysia ……Specify out of pocket expenses in word format……. only (RM……Specify out of pocket expenses in number format…) as the ceiling out of pocket expenses (as specified in **Appendix 6C** of this Agreement) subject to the terms and conditions set forth in this Agreement as per the Letter of Acceptance dated …….Date issued by Government…… (as specified in **Appendix 3** of this Agreement).

3.0 EEFECTIVE DATE AND DURATION OF THIS AGREEMENT

3.1. Contract Period

This Agreement shall be for a period of ……Specify duration of consultancy period (week/month/year)……..…. as specified under item 2 in **Appendix 7** (hereinafter referred to as the "**Contract Period**") commencing from ……Specify start date…… (hereinafter referred to as "**Commencement Date**") and shall expire on the date stated under item 3 in **Appendix 7 (**hereinafter referred to as the "**Contract Expiry Date**") unless terminated earlier in accordance with the provisions of Part E of this Agreement.

3.2. Extension of Contract Period

(a) The CA shall, upon it becoming reasonably apparent that the progress of the Services is delayed, apply in writing to the Government for the approval of extension of the Contract Period. The CA shall further furnish to the Government relevant information as to the causes of delay together with a revised Services Implementation Schedule and estimated revised cost (if any), for the approval of the Government.

(b) The Government shall have the absolute discretion whether or not to consider such application. In the event the Government agrees to extend the Contract Period, the Government shall inform the CA in writing pertaining to the period of extension. Provided that the extension on the Contract Period shall not affect the fixed ceiling consulting fee as specified in **Appendix 6B** in clause 2.0.

PART B

CA'S REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

4.0 CA'S REPRESENTATIONS AND WARRANTIES

The CA hereby represents and warrants to the Government that –

(a) it is a corporation validly existing under the laws of Malaysia;

(b) it is registered as a consultancy firm with the Ministry of Finance Malaysia (MOF);

(c) it is a body corporate or partnership or sole-proprietorship registered under the Registration of Architects Act 1967 [Act 117] and exists validly under the laws of Malaysia;

(d) it shall keep current all such registrations and ensure their validity throughout the duration of this Agreement;

(e) it has the legal capacity to enter into and perform its obligations under this Agreement and to carry out the Services as contemplated by this Agreement;

(f) it has taken all necessary actions to authorize the entry into and performance of this Agreement and to carry out the Services contemplated by this Agreement;

(g) as at the execution date, neither the execution nor performance by the CA of this Agreement nor any transactions contemplated by this Agreement will violate in any respect any provision of –

(i) its Memorandum and Articles of Association; or

(ii) any other document or agreement which is binding upon it or its assets;

(h) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;

(i) no corruption or unlawful or illegal activities or practices have been used to secure this Agreement;

(i) this Agreement constitutes a legal, valid and binding obligation of the CA and is enforceable in accordance with its terms and conditions;

(j) it has the necessary financial, technical, and professional capability and expertise to provide the Services under this Agreement,

and the CA acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

5.0 CA'S OBLIGATIONS

5.1. Quality of Services

(a) The CA shall maintain a professional standard of service and competence and shall exercise all reasonable skill, care and diligence in the discharge of the professional services agreed to be performed in this Agreement in the best interests of the Government and, in so far as their duties are discretionary, shall act fairly between the Government and any third party.

(b) The CA shall have sufficient knowledge of current Local Authority requirements, bye-laws, local land acts and other regulations relating to the Project, and shall advice the Government accordingly in matters affecting the implementation of the Project.

5.2. Timeliness of Services

(a) The CA shall prepare a draft services implementation schedule incorporating the key dates specified for carrying out the Services which shall be in accordance with the requirements of the Terms of Reference, for the approval of the Government.

(b) The agreed draft service implementation schedule as approved by the Government shall be the Service Implementation Schedule as in **Appendix 8**; which shall be amended only with the approval of the Government. Any subsequent changes or amendments approved by the Government shall form part and be read together with the Service Implementation Schedule.

(c) The CA shall provide to the Government scheduled progress reports in such form and details as prescribed in the Terms of Reference.

(d) The CA shall keep the GR informed on a day to day basis of all instructions, variations and design changes made or authorized by the CA.

5.3. Consequences of Delay

(a) If the CA fails to deliver any Deliverables by the due date(s) agreed by both parties as specified in **Appendix 5** of this Agreement without reasonable cause, the CA shall pay Liquidated and Ascertained Damages (LAD) to the Government for the delay. The period of delay shall be calculated beginning from the scheduled delivery date and ending on the actual date as delivered and submitted to the Government.

(b) The LAD shall be computed on a daily basis for each day of delay at every stage of Deliverables based on the formula specified under item 8 in **Appendix 7** of this Agreement.

5.4. Instructions by The Government

(a) The CA shall comply with all instructions issued by the Government in regard to matters expressly empowered under this Agreement. The CA shall follow the Government procedures so far as possible and shall obtain prior approval in writing from the Government of any departures from such procedures. Nothing in this clause shall be deemed to affect the responsibilities of the CA in connection with the Services.

(b) The CA shall attend or be represented at all meetings convened by the Government to which the CA may be summoned, and shall advise and assist the Government on all matters relating to the Services.

5.5. Design Services

(a) Where the CA is required by the Government to provide design services, the CA shall guarantee the Government that such design shall be suitable, functional, safe and in compliance with the design standard and specification of the Works.

(b) The CA shall use due skill and care to ensure that the design of all parts of the Works for which the CA is responsible under this Agreement is in accordance with the laws and regulations and other statutory and regulatory requirement applicable to the Works.

(c) The CA shall strictly comply with the project brief and approved ceiling project cost as specified under the Terms of Reference. The CA shall not without prior written approval of the Government amend the project brief which in the opinion of the CA is likely to increase the project cost.

(d) All drawings, designs, plans, specifications, bills of quantities or other documents, matters or things prepared by the CA for or in connection with any invitation for tenders shall not be used for any other such purposes unless they shall first have been approved by the GR. The approval by the GR shall not relieve the CA of its obligations in connection with the Services.

(e) All designs, calculations, drawings and documents and any other deliverables in relation to the Services to be provided by the CA to the Government shall be approved and signed by the CA.

(f) The CA shall not without prior written approval of the Government, make amendments to any approved design or give any instruction which is likely to increase the cost of the project, unless the variations are of an emergency nature and any delay in carrying out such variation works can cause claims against the Government or involve danger to life and

property and in the circumstance it is impracticable for the CA to obtain such approval. In such circumstances, the CA shall seek the approval of the Government as soon as possible of such variation works.

(g) If during construction any defect or damage shall occur to the Works or any part thereof or if there shall arise a need for a variation to the Works, as a result of any defect, fault, insufficiency or inadequacy in the design, the Government shall issue to the CA a notice specifying the default and requiring the CA to remedy the same within the period specified by GR at the CA's own cost and expense. If the same is not remedied, the Government shall be entitled, without prejudice to any other rights or remedies it may possess against the CA under this Agreement or at law, to claim and recover from the CA any payment for any loss/claims and/or damages suffered or any other expenses incurred as a result thereof.

(h) Notwithstanding clause 5.5(g), the Government may elect to remedy the defect, fault, insufficiency or inadequacy in the design as at the time such defect, fault, insufficiency or inadequacy is established and the Government shall be entitled to deduct the amount up to the limit of sum certified by the GR to be the sum required to remedy the same from any money due or to become due to the CA under this Agreement, failing which such sum shall be recovered from the Professional Indemnity Insurances taken by the CA or as a debt from the CA.

5.6. CA's Personnel

(a) The CA shall provide efficient, suitably qualified and experienced Personnel and acceptable to the Government to carry out the Services.

(b) The Services shall be carried out by the CA's Personnel as specified under **Appendix 9** hereof within the time and stage as specified in the Service Implementation Schedule in **Appendix 8.**

(c) The Project Manager of the CA as specified in **Appendix 9** shall be responsible for the management of the CA's Personnel for the Services as well as to act as liaison between the CA and the Government.

(d) The CA shall ensure the Personnel are dedicated to the Services and give priority to the performance of their respective portions of the Services assigned to them over any other works, tasks and assignments in relation to other existing or future projects.

(e) No Personnel shall be engaged by the CA or its affiliates for other work or project without the prior written consent of GR.

(f) There shall be no changes or substitutions in the CA's Personnel set forth in **Appendix 9** without the prior written approval of the Government. If for any reason beyond the reasonable control of the CA, it becomes necessary to replace any of the CA's Personnel, the CA shall forthwith provide as a replacement, a person of equivalent or better qualification

and experience to the Government at no additional cost to the Government of which the Government shall consider without undue delay.

(g) No Personnel shall be engaged by the CA or its affiliates for other work or project without the prior written consent of GR.

(h) In the event the number of CA's Personnel as specified in **Appendix 9** is reduced without the prior written approval of the Government, the Government shall have the right to deduct the Consulting Fee based on CA's Personnel Time Input Schedule as specified in **Appendix 10.**

(i) The CA shall ensure that any changes, substitution or replacement of Personnel shall not affect the term and the implementation for the provision of the Services.

(j) Notwithstanding clause 5.6(f), the GR may at any time request the CA to reduce the number of the Personnel according to the progress of the Works.

(k) The GR may with the agreement of the CA, direct the CA, within a time frame of not less than fourteen (14) days, to remove any Personnel who, in the opinion of the GR, is lacking in appropriate skills or qualifications, engages in misconduct or is incompetent or negligent.

5.7. Information and Records

(a) The CA shall furnish the Government such information in relation to the Services as the Government may from time to time reasonably request.

(b) The CA shall keep accurate, systematic and up-to-date records and accounts in respect of the provision of the Services in such form and details as is customary in the profession or as may be required by the Government from time to time as shall be sufficient to establish accurately that the costs and expenditure referred to in **Appendix 6A, Appendix 6B and Appendix 6C** of this Agreement have been duly incurred.

(c) The CA shall permit the GR from time to time to inspect their records and accounts relating to the Services and to make copies thereof and shall permit the Government or any person authorized by the Government, from time to time, to audit such records and accounts during the performance of the Services.

(d) In the event of failure occurring after the completion of the Project, the CA may be required by the Government to submit a report detailing probable cause and remedial action. References shall be made to all kept records and accounts.

5.8. Liability

The CA agrees that it shall provide the Services under this Agreement in good faith and hereby warrants that the Services provided under this Agreement meet the professional standards for consultancy in the relevant field.

5.9. Indemnity

The CA agrees with the Government that –

(a) the CA shall perform all of its obligations under this Agreement at its own risk and releases, to the fullest extent permitted by law, and shall indemnify and keep the Government and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from carrying out of the Services except where such accident, damage, injury or death is caused or contributed to by any act or omission or negligence of the Government or its agents and servants and the CA expressly agrees that in the absence of any such act, omission or negligence as aforesaid the Government shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death.

(b) the CA shall indemnify and keep the Government indemnified from and against all actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (legal cost) charges and expenses whatsoever to which the Government shall or may be or become liable in respect of or arising from -

(i) the negligent use or act, misuse or abuse by the CA or the CA's Personnel, servants, agents or employees appointed by the CA in the performance of the Services; or

(ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to by carrying out the Services by the CA to any person and not caused by the negligence or willful act, default or omission of the Government, its agents or servants; or

(iii) any loss, damage or injury from any cause whatsoever to property or persons affected by the Services to the extent to which the same is occasioned or contributed to by the act, error**,** omission, neglect, breach or default of the CA or the CA's Personnel, servants, agents or employees; and

(c) the obligations under this clause shall continue after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

5.10. Insurance

The CA shall at its own cost and expense effect and maintain all necessary insurance including insurances for its professional architect, graduate architect, sub-professional staff and employees. The insurance shall be valid until the expiry of the Defect Liability Period.

5.11. Professional Indemnity Insurance

(a) The CA warrants that the CA has taken and is maintaining its own cost and expense professional indemnity insurance covering its liabilities in respect of any act of negligence, error or omission of the CA, its employees, partners, servants and any persons under its supervision in the course of providing the Services under this Agreement. The professional indemnity insurance shall be valid and irrevocable not less that twelve (12) months after the expiry of the Defect Liability Period.

(b) The GR may at any time request the CA to produce a copy of the insurance policy as evidence that the insurances required under this clause are being maintained and remain valid not less than twelve (12) months after the expiry of the Defect Liability Period.

5.12. Emergency and Accident

(a) Where any accident, failure or other event occurs due to any cause whatsoever to, in or in connection with the Services provided for the Works or any part thereof either during the execution of the Works or during the Defect Liability Period or the period thereafter, the CA shall immediately report to the Government of the accident, failure or event together with the CA's proposal on any interim measures required to be taken.

(b) The CA shall conduct a full investigation on the accident, failure or event if directed in writing by the Government in order to determine the cause or reason for the accident, failure or event and submit a report of the investigation to the Government together with the CA's proposals for remedial works in respect thereof.

(c) If the Government directs the CA to carry out any remedial works as specified under clause 5.12 (b), the CA shall carry out the remedial works within fourteen (14) days from the date of the written direction.

(d) The CA shall immediately obtain the approval of the Government before giving any instruction for any variation of works required if an accident, failure or event had occurred and any delay in carrying out the variation will cause claims against the Government or involve danger to life or property.

(e) In the event that the Government decides that the investigation in relation to the accident, failure or event which occurred should be carried

out by the Government, its employee or any person or body appointed or authorized by the Government, the CA shall give full co-operation and render all necessary assistance and facilities including the giving of access to all specifications, designs, records and other available information relating to the Works as may be required by the Government, its employee or such authorized person or body at no additional cost.

(f) If the accident, failure or event occurred is not due to the negligence, error, omission, default or poor supervision of the CA, then the Services provided by the CA hereto during the Defect Liability Period shall be construed as part of the Basic Professional Services and the CA is not entitled to claim for any additional payment. Any services required from a third party for works not within the scope of Basic Professional Services described in **Appendix 1** of this Agreement shall also be paid accordingly by the Government.

(g) If the investigation reveals that the accident, failure or event which occurred is due to the negligence, error, omission, default or poor supervision of the CA, and its negligence, error, omission, default or poor supervision had resulted in injury, damage or loss of any person or property, then the CA shall be responsible for the injury, damage or loss caused to any person or property and shall undertake to−

(i) pay any person for the injury, damage or loss suffered by any person or his property; and

(ii) repair, replace or make good all injury, damages and/or pay all expenses and costs pertaining to injury and loss suffered by that person or his property.

(h) In the event that the CA fails to comply with clause 5.12(g) and the Government is held liable for damages to any person for injury, damage or loss suffered, or has to repair or make good such damages and/or losses, such payment shall be deducted from any payment due to the CA under this Agreement or shall be claimed from the CA as a debt due to the Government.

5.13. Confidentiality

(a) Except with the prior written consent or the instructions of the Government, the CA shall not at any time communicate to any person or body or entity any confidential information disclosed to the CA for the purpose of the provision of the Services or discovered by the CA in the course of this provision and performance of the Services; nor make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Services; nor make or cause to be made any press statement or otherwise relating to the Services; nor make use of

the Deliverables for the purposes other than that stipulated in this Agreement and the foregoing obligations shall not be rendered void by suspension, termination or expiry of this Agreement for whatsoever cause.

(b) This sub-clause shall not apply to information which:

(i) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause;

(ii) is already known to the other party to whom it is disclosed to, at the time of disclosure;

(iii) is independently developed without benefit of the confidential information of the other party;

(iv) is in possession of the CA without restriction before the date of receipt from the other party subject to the right of the Government to re-classify certain information as confidential.

(c) In the event that the CA receives a request to disclose all or any part of any confidential information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by the CA shall not constitute a violation of this Agreement provided that-

(i) the CA promptly notifies the Government of the existence, terms and circumstances surrounding such request;

(ii) the CA consults with the Government on the advisability of taking available legal steps to resist or narrow, such request; and

(iii) the CA exercises its best efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the information to be disclosed.

(d) This clause continues in force notwithstanding the termination of this Agreement for any reason.

5.14. Notice of Delay

In the event the CA encounters any delay in obtaining the required assistance and information set forth in clause 5.7(a), the CA shall notify the Government of such delay and its duration and the Government, at its absolute discretion, may grant an appropriate extension of time and other consideration appropriate for provision of the Services.

5.15. Assistance in Arbitration Inquiry or Litigation

The CA shall, if so required by the Government, within the period of work before completion, assist and advise the Government with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and if and when so required by the Government shall attend and give evidence or otherwise assist the Government before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Services. In the event of arbitration or other proceedings arising after the completion of Services, if so required by the Government, the CA shall assist in any manner whatsoever and advise the Government under the same conditions of engagements as are applicable generally to this Agreement, subject always to –

(a) the right of the CA to recover its time and cost in attending to this request, such time and cost to be negotiated separately with the Government; and

(b) the right of the CA to take appropriate measures to safeguard and protect its interest.

5.16. Situation Beyond Control Of CA

(a) The CA shall immediately inform the Government in writing of any situation or the occurrence of any event beyond the reasonable control of the CA, which makes it impossible for the CA to carry out its obligations hereunder.

(b) If the Government agrees in writing that such situation or event exists, the Government may terminate this Agreement by giving not less than thirty (30) days written notice and shall pay all fees and payments due and outstanding to the CA in accordance with clause 14.0 within thirty (30) days from the date of termination of this Agreement.

(c) In the event of disagreement between the Parties as to the existence of such situation or event, the matter shall be referred to the GR as specified under item 5 in **Appendix 7** for a decision.

5.17. Prohibition on Association

The CA agrees that during and after the conclusion or termination of this Agreement, the CA shall limit its role for the Project to the provision of the Services and hereby disqualifies itself from the provision of goods or services in any capacity for the Project including bidding for any part of the Project except as the Government may otherwise agree or request the CA.

5.18. Prohibition on Conflicting Activities

No Personnel of the CA assigned to the Services under this Agreement nor the CA's staff, subsidiary or associate shall engage, directly or indirectly, either in

his name or through his then employer, in any business or professional activities connected to the Services or Project and neither shall the CA's Personnel be so engaged directly or indirectly, either in his name or through the CA in any such other conflicting business or professional activities.

5.19. Independent Consultant

Nothing contained herein shall be construed as establishing or creating between the Government and the CA the relationship of master and servant or principal and agent. The position of the CA performing the Services is that of an independent consultant.

5.20. Technology and Knowledge Transfer

(a) If the CA appoints foreign professionals, the CA shall endeavour to ensure that the employees of the Government are trained or exposed to the expertise of such foreign professionals pursuant to a programme for technology and knowledge transfer.

(b) Pursuant to clause 5.20(a) above, the CA shall provide training for a minimum of ……Specify number of government officer…….. officials nominated by the Government to be competent and conversant in the implementation of the Project.

(c) The CA shall allow the employees of the Government to be involved in the implementation of the Project commencing from the Commencement Date of this Agreement until the Contract Expiry Date.

5.21. Intellectual Property Rights

(a) Any intellectual property rights arising out of design, plans, calculations, drawings, developed or used for or incorporated in the Services shall vest in and become the sole property of the Government free and clear of all liens, claims and encumbrances. The CA shall not during or at any time after completion on the Services or after the expiry or termination of this Agreement, in any way, question or dispute the ownership of the Government.

(b) The CA agrees to grant to the Government free from all royalties, fees and other charges, all licenses in respect of intellectual property rights now or hereafter owned or controlled by the CA or in respect of which the CA has or will have the right to grant licenses of any design, plans, calculations, drawings, developed or used for or incorporated in the Services or any part thereof.

(c) The CA shall defend and indemnify the Government from and against all claims, costs, damages, charges and proceedings whatsoever for or on account of infringement of any intellectual property rights in respect of any design, plans, calculations, drawings, documents, plant, equipment, machinery, material, methods or processes developed or used for or

incorporated in the Services except where such infringement results from compliance with the Government's instructions in accordance with this Agreement.

(d) Where any infringement results from compliance with the Government's instructions in accordance with this Agreement, any royalties, damages or other monies which the CA may be liable to pay to the persons entitled to such intellectual property rights shall be reimbursed by the Government.

PART C

GOVERNMENT'S OBLIGATIONS AND RIGHTS

6.0 GOVERNMENT'S OBLIGATIONS

6.1. Appointment of GR

(a) The Government shall appoint the person under item 5 in **Appendix 7** of this Agreement or other persons from time to time as the Government Representative ("GR") to carry out its obligations and to exercise its right under this Agreement, and the GR shall have the power to carry out such obligations and exercise such rights on behalf of the Government, except for the provisions under clause 10.0, 12.0 and 13.0 which are expressly reserved to the officer authorized as named in the signatories to this Agreement or any other officer authorized under section 2 of the Government Contracts Act 1949 [Revised 1973].

(b) The CA shall comply with all instructions issued by the GR in regard to matters expressly empowered to the GR to issue under this Agreement.

6.2. Obligation to give instructions, decisions, etc. without delay

(a) All instructions, notifications, consent or approval issued by the Government or the GR shall be in writing. However, the GR may, where necessary issue oral instructions, notifications, consent or approvals and such oral instructions, notifications, consents or approvals shall be followed in writing not later than seven (7) days thereafter.

(b) If the CA requires a decision from the Government for the performance of its Services under this Agreement, the CA shall submit its request in writing to the GR and the GR shall give its decision within the period stipulated under item 6 in **Appendix 7** of this Agreement.

6.3. Obligation to Supply Relevant Information and Assistance

(a) The CA may request all the necessary and relevant information which are in the possession of the Government required for purposes of carrying out of its Services under this Agreement. Notwithstanding the request, the Government shall have the discretion to supply the necessary information it deems relevant.

(b) Any necessary and relevant information supplied by the Government to the CA pursuant to clause 6.3(a) of this Agreement shall not relieve the CA of any of the CA's obligations under this Agreement.

(c) The Government gives no warranty in any manner whatsoever for the data, report, map, photograph, plan, drawing, record or other information either as to the accuracy or sufficiency or as to how the same should be interpreted and the CA, when he makes use of and interprets the same,

shall do so entirely at his own risk and it shall not constitute a breach of obligation on the part of the Government under clause 6.3(a) of this Agreement if such data, report, map, photograph, plan, drawing, record or information is not accurate or sufficient for the purpose of performing the CA's obligation under this Agreement.

(d) Where necessary, the Government shall assist the CA to obtain, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Government shall not be responsible for any damage to such land or any property thereon resulting from such access.

6.4. Payment to the CA for Services

(a) In consideration for the performance of the Services, the Government shall pay or reimburse to the CA –

(i) the Contract Price consist of the fixed ceiling consulting fee as specified in **Appendix 6B** ("Fixed Ceiling Consulting Fees"), supervision fee and the ceiling out of pocket expenses as specified in **Appendix 6C.** If the actual costs incurred in the performance of the Services does not exceed the Fixed Ceiling Consulting Fee downward adjustments can be made in accordance with **Appendix 6A** and **Appendix 6B.** The payment shall include amongst others the Government Service Tax, which amount shall be paid by the Government to the CA upon the CQS giving proof of the registration of the Service Tax Act 2018 with the Royal Customs Department of Malaysia. A copy of the registration of Government Service Tax with the Royal Customs Department of Malaysia is attached in **Appendix 11** of this Agreement.

(ii) Notwithstanding clause 6.4(a)(i), the Fixed Ceiling Consulting Fees as specified in **Appendix 6B** is fixed and cannot be adjusted throughout the Contract Period even if the Contract Sum for the Works exceeds the Estimated Contract Sum for Works or there is a change of the scope of Service or increase in the value of Works.

(iii) However, the Fixed Ceiling Consulting Fees as specified in **Appendix 6 B** shall be adjusted and reduced proportionately according to the following formula if the Contract Sum for the Works is less than the Estimated Contract Sum for Works or there is a change of the scope of Service or reduce in the value of Works:

$$\frac{\text{Contract Sum for the Works}}{\text{Estimated Cost for the Works}} \times \text{Ceiling of the Consulting Fee}$$

(b) Payments under this Agreement shall be made progressively in stages/phases in accordance with the Schedule of Payment as in

Appendix 12 upon the CA furnishing to the Government all relevant drawings, design, reports, records and data when submitting request for payment.

(c) Payment to the CA shall be made within thirty (30) days upon receiving the proper invoices, vouchers and other appropriate supporting materials from the CA and be deposited to the account of the CA as specified under item 7 in **Appendix 7.**

(d) If any item or part of an item of an account/claims/invoices rendered by the CA is reasonably disputed or reasonably subject to question by the Government, the Government shall within thirty (30) days after receipt of the invoice by the GR inform the CA in writing of all items under dispute or subject to question. Payment by the Government of the remainder of the invoice shall not be withheld on such grounds.

(e) Except as otherwise agreed between the Government and the CA, payments in respect of all fees and expenses incurred by the CA shall be made in Ringgit Malaysia.

(f) If the CA intends to claim any additional payment pursuant to any clause of this Agreement, the CA shall within ninety (90) days of the occurrence of such event or circumstances or instructions give notice in writing to the GR of its intention for such claim and submit full particulars of the claims together with supporting documents, for the approval of the Government. If the CA fails to comply with this clause, the CA shall not be entitled to such claim and the Government shall be discharged from all liability in connection with the claim.

(g) Final payment of the Contract Price shall be made only after the final Deliverables and a final account, identified as such, have been submitted by the CA and approved as satisfactory by the Government. Any amount which the Government has paid or caused to be paid in excess of the costs actually incurred shall be reimbursed by the CA to the Government within thirty (30) days after receipt by the CA of notice thereof.

6.5. Withholding Payment

(a) The Government may by giving written notice to the CA, and without prejudice to any other rights the Government may have under this Agreement, withhold payments to the CA under this Agreement, upon the occurrence and continuance of any of the following events:

(i) the CA commits any breach of the terms and conditions of this Agreement; or

(ii) the progress of the Services fails to measure up to the aggregate payment made to date; or

(iii) any other condition which has arisen, which in the opinion of the Government, interferes or threatens to interfere with the successful carrying out of the Project or the accomplishment of the purposes of this Agreement; or

(iv) any failure of the CA to deliver the Services to the satisfaction of the Government.

(b) The CA may apply to the Government, within fourteen (14) days after receiving notice referred to in clause 6.5(a) to review the decision to withhold payments by submitting documents and other evidence to substantiate its claims that the Services is compatible to the payments received. The Government's decision on the application shall be final and conclusive.

7.0 GOVERNMENT'S RIGHTS

7.1. Proprietary Rights of The Government in Relation to Documents

(a) All reports and relevant data such as plans, statistics and supporting records or material compiled or prepared by the CA in the course of this Agreement shall be the absolute property of the Government throughout their preparation and at all times thereafter. The Government shall have the sole and exclusive right, title and ownership to the documents.

(b) The CA shall deliver all the plans, statistics and supporting records or material compiled or prepared in the course of this Agreement to the Government upon the Contract Expiry Date or earlier termination of this Agreement. The CA shall not use any information in the documents for purposes unrelated to this Agreement without the prior written consent of the Government save and except where the same is required by law or any other regulatory authority or for the purposes of the CA's quality performance review processes.

(c) The CA shall not publish alone or in conjunction with any other person any articles, photographs or other illustration relating to the Services unless with the prior written consent of the Government.

(d) The Government reserves the right to make use of all documents including drawings and specifications relating to the Services at any time and for any purpose it so wishes.

PART D

DISPUTE RESOLUTIONS

8.0 DISPUTE RESOLUTION

8.1. Dispute Resolution by Government Representative

(a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) which are not capable of being amicably resolved between the Parties may be referred to the appointed GR.

(b) The GR who is appointed for such purposes shall undertake to resolve such dispute with all fairness and endeavour to achieve the best possible solution for the Parties.

(c) If the Consultant:

(i) fail to receive a decision from the GR within seven days (7) days after being requested to do so; or (ii) is dissatisfied with any decision of the GR.

then such dispute or difference shall be referred to Dispute Resolution Committee within fourteen days (14) days.

8.2. Dispute Resolution Committee

(a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee (hereinafter referred to as the “Dispute Resolution Committee"), comprising –

(i) Deputy Secretary of the Ministry/ Head of Department as the Chairman; (to refer 1PP/PK3.10)

(ii) one (1) representative to be appointed by the Government; and

(iii) one (1) representative appointed by the Consultant.

(b) The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any matter referred to it.

8.3. Arbitration

(a) If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant Parties within forty-five (45) days after the date of referral, 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 Kuala Lumpur Regional Centre for Arbitration 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.

(b) Such reference shall not be commenced until after the completion or alleged completion of the Project or determination or alleged determination of the CA's employment under this Contract, or abandonment of the Project, unless with the written consent of the Government and the CA.

(c) In the event that such consent has been obtained in accordance with clause 8.3(b), 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 Agreement.

(d) 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.

(e) The award of the Arbitrator shall be final and binding on the Parties.

(f) In the event of the death of the arbitrator or his unwillingness or inability to act, then the Government and the CA upon agreement shall appoint another person to act as the arbitrator, and in the event the Government and the CA fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Kuala Lumpur Regional Centre for Arbitration.

(g) this clause, "reference" shall be deemed to be reference to arbitration within the meaning of the Arbitration Act 2005.

(h) The arbitration shall be governed by the Arbitration Act 2005 and the laws of Malaysia.

PART E

SUSPENSION AND TERMINATION

9.0 SUSPENSION

9.1. Suspension and Resumption of Services

(a) The GR may at any time instruct the CA to suspend part or all of the Services by the giving the CA due notice in writing.

(b) Upon receipt of such instruction, the CA shall suspend part or all of the Services for such time and in such manner as specified in the instruction and shall duly protect, store and secure the Services against any deterioration, loss or damage.

(c) During the suspension period, the CA shall continue to perform his obligations under the Agreement which is not affected by the instruction to suspend, including the obligation to effect and maintain insurance.

(d) The GR may instruct the CA to resume the Services at any time thereafter. Upon receipt of such instruction the CA shall resume the Services and the Parties shall jointly examine the Services affected by the suspension. The CA shall make good any deterioration or defect in or loss of the Services which has occurred during the suspension. The CA shall also take all necessary actions to mitigate the expenses incurred.

9.2. Extension of Time

(a) If the CA suffers delay and/or incurs expenses in complying with the instruction under clause 9.1 and in resumption of the Services, and if such delay and/or expenses was not foreseeable by the CA, the CA shall give notice for extension of time. PROVIDED THAT the CA shall not be entitled to such extension if the suspension is due to a cause attributable to the CA and the CA shall not be entitled to payment of loss and expenses if the CA−

(i) fails to take measures specified in clause 9.1(b); and

(ii) fails to take all necessary action to mitigate the expenses incurred.

(b) In the event such suspension shall continue for a period of more than twelve (12) months, the Parties shall then discuss whether to mutually terminate the Agreement or suspend the Services for a further period.

9.3. Consequences of Mutual Termination

(a) If this Agreement is mutually terminated under this clause-

(i) clause 11.1 (b) shall apply; and

(ii) all costs and expenditure incurred by the Government and the CA shall be determined by the Government

10.0 TERMINATION BY THE GOVERNMENT

10.1. Withholding Payment

If any of the conditions referred to in clause 6.5(a) shall have happened and be continuing for a period of fourteen (14) days after the Government has given written notice of withholding of payments to the CA under this Agreement, the Government may by written notice to the CA terminate this Agreement.

10.2. Default by the CA

(a) In the event the CA without reasonable cause −

(i) suspends the implementation of the Services;

(ii) fails to proceed regularly and diligently with the performance of its obligations under this Agreement;

(iii) fails to execute the Services in accordance with this Agreement ;

(iv) persistently neglects to carry out its obligations under this Agreement;

(v) defaults in performing the duties under this Agreement; or

(vi) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

(hereinafter referred to as the “CA Default”), then the Government shall give notice in writing (hereinafter referred to as the “Default Notice”) to the CA specifying the default and requiring the CA to remedy such defaults within fourteen (14) days from the date of issuance of the Default Notice (hereinafter referred to as the “Remedy Period”). If the CA fails to remedy the relevant default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect to the CA.

10.3. Events of Default

(a) If at any time during the Contract Period-

(i) the CA goes into liquidation or compounds with or enter into an arrangement or compositions with its creditors;

(ii) an order is made or resolution is effectively passed for winding up of the CA (except for the purpose of restructuring or amalgamation with the written consent of the Government, which consent shall not be unreasonably withheld);

(iii) a provisional liquidator, receiver or manager of its business or undertaking is appointed, or possession taken by or on behalf of the creditors or debenture holders secured by a floating charge of any property comprised in or subject of the said floating charge over the assets of the CA; or

(iv) execution is levied against a substantial portion of the CA's assets; or

(v) the CA assigns the whole or any part of this Agreement; or

(vi) the CA did not obtain prior written approval from the Government for any sale or transfer of company's equity throughout the contract period;

(vii) any of the CA's director is prosecuted for any offences; or

(viii) any other condition which has arisen, which in the opinion of the Government, interferes or threatens to interfere with the successful carrying out of the Services or the accomplishment of the purposes of this Agreement,

then the Government shall have the right to terminate this Agreement forthwith by giving notice to that effect.

10.4. Consequences of Termination by the Government

(a) Upon termination of this Agreement under clause 10.1, 10.2 or 10.3 the powers and rights granted by the Government to the CA and the obligations in this Agreement shall terminate immediately.

(b) The CA shall hence forth –

(i) cease all the Services immediately;

(ii) submit to the Government the detailed reports of the costs of the Services and other payments which has become due and owing from the Government prior to the termination for verification and approval by the Government;

(iii) forthwith, at its own costs and expense, vacate and remove from the Project Management Team's office any equipment, machineries and materials belonging to the CA, its Personnel, employees, servants and agents and make good all damage caused by such removal or such detachment;

(iv) at no cost, hand over all plans, drawings, reports, records, documents, specifications and similar materials to the Government save and except its own working papers and archival copy of any advice, reports or opinion of which are retained to support any advise opinion or report that the CA may provide;

(v) terminate all the third party contract entered into by the CA in relation to the Project on or before the date of termination and the Government shall not be liable for any termination costs arising thereby and shall be indemnified and held harmless by the CA in respect hereof;

(vi) allow a third party to enter into an agreement with the Government or any person deemed necessary by the Government for the purpose of carrying out or completing the Services.

(vii) bear all liabilities, obligations, claims, suits or proceedings whatsoever exiting prior to and as at the date of termination arising out of or in connection with-

(A). any other agreement entered by the CA in relation to its obligation under this Agreement; or

(B). any act of default, omission or negligence of the CA, its Personnel, employers, agents or servants,

and the Government shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings; and

(viii) pay to the Government not later than six (6) months after the date of termination the aggregate of-

(A) all amounts at that time which may be owing by the CA to the Government under this Agreement; and

(B) any costs and expenses (including any incidental costs and expenses) paid or incurred by the Government arising from such default including any additional costs incurred by the Government in having to engage third party to complete the Service in excess of the costs and expenses which would have been incurred by CA in completing the Services.

(c) The Government shall hence forth −

(i) pay the CA part of the consulting fees in proportion to the amount of the Services performed up to the date of termination;

(ii) deduct all costs, losses and damages incurred under 10.4 (b)(viii), from the payment then or thereafter due to the CA. The amount, if

any, remaining to be paid thereafter to the CA and the amount under clause 10.4 (c)(i) shall constitute the CA's sole claim for payment following termination under clauses 10.1, 10.2 and 10.3

(iii) be entitled to claim against the CA for any losses and/or damages suffered as a result of the termination; and

(iv) be entitled to appoint another consultant to perform the Services

(d) For the avoidance of doubt, the Parties hereby agree that the CA shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 10.4 (c)(i) (if any). The Parties further agree that the payment made by the Government under clauses 10.4 (c)(i) shall constitute as a full and final settlement between the Parties.

11.0 TERMINATION BY THE CA

(a) If the Government without reasonable cause fails to perform or fulfil any of its obligations which adversely affects the CA's obligations under this Agreement, then the CA may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within fourteen (14) days after receipt of such notice or such extended period as agreed by the Parties.

(b) If the Government fails to remedy the relevant default within such period or such other extended period as agreed by the Parties, the CA shall be entitled to terminate this Agreement at any time by giving notice to that effect.

11.1. Consequences of Termination by the CA

Upon such termination, the CA shall accept the following undertaking by the Government as full and complete settlement of all claims for payment under or arising out of this Agreement:

(a) the powers and rights granted by the Government to the CA and the obligations in this Agreement shall terminate immediately.

(b) The CA shall −

(i) cease all the Services immediately;

(ii) submit to the Government the detailed reports of the costs of the Services and other payments which has become due and owing from the Government prior to the termination for verification and approval by the Government;

(iii) forthwith, at its own costs and expense, vacate and remove from the Project Management Team's office any equipment,

machineries and materials belonging to the CA, its Personnel, employees, servants and agents and make good all damage caused by such removal or such detachment;

(iv) at no cost, hand over all plans, drawings, reports, records, documents, specifications, drawings including intellectual property rights and similar materials to the Government;

(v) terminate all the third party contract entered into by the CA in relation to the Project on or before the date of termination and the Government shall not be liable for any termination costs arising thereby and shall be indemnified and held harmless by the CA in respect hereof;

(vi) allow a third party to enter into an agreement with the Government or any person deemed necessary by the Government for the purpose of carrying out or completing the Services;

(vii) bear all liabilities, obligations, claims, suits or proceedings whatsoever exiting prior to and as at the date of termination arising out of or in connection with-

a. any other agreement entered by the CA in relation to its obligation under this Agreement; or

b. any act of default, omission or negligence of the CA, its Personnel, employers, agents or servants,

and the Government shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings; and

(viii) pay to the Government not later than six (6) months after the date of termination the aggregate of all amounts at that time which may be owing by the CA to the Government under this Agreement.

(c) The Government shall −

(i) pay the CA part of the consulting fees in proportion to the amount of the Services performed up to the date of termination;

(ii) deduct all costs, losses and damages incurred under 10.4 (b)(viii), from the payment then or thereafter due to the CA. The amount, if any, remaining to be paid thereafter to the CA and the amount under clause 11.1 (c)(i) shall constitute the CA’s sole claim for payment following termination under clause 11.1.

(iii) be entitled to claim against the CA for any losses or damages suffered as a result of the termination; and

(iv) be entitled to appoint another consultant to perform the Services.

(d) For the avoidance of doubt, the Parties hereby agree that the CA shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 11.1 (c)(i) (if any). The Parties further agree that the payment made by the Government under clause 11.1 (c)(i) shall constitute as a full and final settlement between the Parties.

12.0 TERMINATION ON NATIONAL INTEREST

(a) Notwithstanding any provisions of this Agreement, the Government may terminate this Agreement by giving not less than fourteen (14) days notice to that effect to the CA (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.

(b) Upon such termination −

(i) clause 11.1 shall be applicable; and

(ii) the Parties hereby agree that the CA shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 11.1 (c)(i). The Parties further agree that the payment made by the Government under clause 11.1 (c)(i) shall constitute as a full and final settlement between the Parties.

13.0 TERMINATION ON CORRUPTION, UNLAWFUL ACTIVITIES, ILLEGAL ACTIVITIES OR BID RIGGING

(a) Without prejudice to any other rights of the Government, if the CA, its personnel, servants or employees is or are convicted by a court of law for corruption or unlawful or illegal activities or was found to be liable for an infringement of a prohibition from performing an act of bid rigging under the Competition Act 2010 [Act 712], in relation to this Agreement or any other agreement that the CA may have with the Government, the Government shall be entitled to terminate this Agreement at any time, , by giving immediate written notice to that effect to the CA.

(b) Upon such termination −

(i) clauses 10.4(b) and (c) be applicable;

(ii) the Government shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Government arising from such termination.

(iii) For avoidance of doubt, the Parties hereby agree that, subject to 13 (b)(i), the CA shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement

14.0 FORCE MAJEURE

14.1. Events

Neither Party shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations under this Agreement or any part of them as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall mean –

(a) war (whether declared or not), hostilities, invasion, armed conflict, acts of foreign enemy, insurrection, revolution, rebellion, military or usurped power, civil war, or acts of terrorism;

(b) ionising radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;

(c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;

(d) natural catastrophe including but not limited to earthquakes, floods, subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather; and

(e) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the CA or its employees, which causes, or can reasonably be expected to cause either Party to fail to comply with its obligations,

PROVIDED THAT Event of Force Majeure shall not include economic downturn, non-availability or insufficient of fund or lack of financing on the part of the CA to perform its obligations under this Agreement.

14.2. Notification of Force Majeure

If any Event of Force Majeure occurs which renders a Party unable to perform or fulfil any of its obligations under this Agreement, the Party so affected shall immediately notify the other in writing of the occurrence of any Event of Force Majeure applicable to its obligations under this Agreement giving full details thereof and measures being taken by the Party so affected to reduce the

severity of such event and subsequently the cessation of such event. If either Party does not agree that an Event of Force Majeure has occurred then the dispute shall be referred to the GR for a decision.

14.3. Termination by Force Majeure

If an Event of Force Majeure has occurred and either Party reasonably considers such Event of Force Majeure applicable to it to be of such severity or to be continuing for a period of more than six (6) months then the Parties may mutually terminate this Agreement.

14.4. Consequences of Termination due to Event of Force Majeure

If this Agreement is terminated pursuant to clause 14.3, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claims against each other save and except in respect of any antecedent breach.

14.5. Delay

(a) Any Party to this Agreement affected by the Event of Force Majeure who has complied with the requirement to provide notice in accordance with clause 14.2 shall not be liable for any delay in performing its obligation under this Agreement to the extent that such delay has been caused by one or more of Event of Force Majeure and the time for completion of any obligation under this Agreement shall be extended by the amount of the delay caused by such Event of Force Majeure. If the Parties do not agree as to the duration of the delay, the disagreement shall be referred to the GR for a decision.

(b) Notwithstanding clause 14.5(a), if the continuing occurrence of an Event of Force Majeure is of such severity that it frustrates the original intention and objective of the Parties hereto, the Parties hereto shall forthwith take steps to discuss the circumstances and the consequences of such event and shall consider how best to achieve the objectives of this Agreement in such circumstances and shall, if appropriate, give consideration to any amendment of this Agreement and the terms and conditions of such amendments.

14.6. Restoration

Notwithstanding any other provision in this Agreement, if an Event of Force Majeure occurs and this Agreement is not terminated then in any case where the delivery of the Services or any part thereof has been affected, the CA shall restore such Services to what it was immediately prior to the occurrence of that Event of Force Majeure at its own expenses. Where as a result of such restoration the CA is able to demonstrate that it has incurred substantial costs affecting the Services, the CA may apply to the Government for such remedies to enable the Company to recover the costs of such restoration.

14.7. Insurance

Notwithstanding any other Clause, the CA shall ensure that whenever reasonably practicable insurance is effected (whether by itself or by its contractors) to cover the occurrence of Events of Force Majeure, PROVIDED THAT such Events of Force Majeure are reasonably and practicably insurable.

PART F

GENERAL PROVISIONS

15.0 AMENDMENT

No modification, amendment or waiver of any of the provisions of this Agreement shall be valid unless it is made in writing by way of supplementary agreement specifically referring to this Agreement and duly signed by the Parties or its duly authorised representatives. The provision in respect of such amendment, variation or modification thereof shall be supplemental to and be read as an integral part of this Agreement which shall remain in full force and effect as between the Parties.

16.0 NOTICES

(a) Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing in Bahasa Malaysia or English language and delivered to the address or facsimile number of the Government or the CA, as the case may be, shown below or to such other addresses, or facsimile numbers as either party may have notified the sender and shall unless otherwise specified herein deemed to be duly given or made, in the case of delivery in person, when delivered to the recipient at such address or by facsimile transmission, when the recipient's facsimile number is shown on the sender's print-out for the transmission regarding the date, time and transmission of all pages, as specified under item 9 in **Appendix 7** of this Agreement.

(b) It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen days (14).

17.0 GOVERNING LAW

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

18.0 COMPLIANCE WITH LAWS AND REGULATIONS

(a) The CA shall comply with all applicable laws and regulations in Malaysia and all statutory requirements, standards and guidelines, regulating or relating to the conduct, trade, business of it's profession and shall be fully and solely liable for the provisions of the Services.

(b) The CA shall comply with relevant policies, procedures and regulations of the Government in carrying out the Services.".

19.0 SEVERABILITY

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

20.0 ASSIGNMENT

The CA shall not assign, transfer or novate this Agreement or any part of it or any benefit or interest conferred by this Agreement to any third party.

21.0 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties and none of them shall have any authority to bind the other in any way nor shall this Agreement be construed to constitute any party the agent of the other party.

22.0 ADVERTISEMENT

No advertisement in respect of this Agreement shall be published by the CA or with the CA's authority in the newspaper, magazine or in any forms of advertisement without prior written approval of the Government.

23.0 TIME

Time wherever mentioned, shall be of the essence of this Agreement.

24.0 COSTS AND STAMP DUTY

The CA shall solely bear the stamp duties, legal costs and fees in the preparation and execution of this Agreement and anything incidental thereto.

25.0 INCOME TAX

(a) The CA and Personnel, including any expatriate personnel and/or foreign Associated Consultant(s) for the Services shall submit the necessary tax returns as required by the Director-General of Inland Revenue in respect of their income in order that tax can be assessed.

(b) The Government shall deduct tax from all payments due to any expatriate personnel and/or foreign Associated Consultant(s) at the rate prescribed under the withholding tax laws in effect in Malaysia.

(c) The Government agrees to reimburse the foreign Associated Consultant(s) any excess payment in income tax.

26.0 SCHEDULES AND APPENDICES

All Schedules and Appendices herewith shall form an integral part of this Agreement and are to be taken as mutually explanatory of one another. However, if there is any ambiguity or discrepancy −

(a) between the Appendices with the terms and conditions of this Agreement, then the terms and conditions of this Agreement shall prevail over the Appendices; or

(b) in the Appendices of this Agreement, the GR and CA shall reach a mutual understanding to resolve the ambiguity or discrepancy.

27.0 WAIVER

Failure by any party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of its right to enforce the breach of such provision or any of the provision in this Agreement or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Agreement.

28.0 CUSTODY OF AGREEMENT

This Agreement shall be prepared in both original and certified duplicate copy. The original of this Agreement shall remain in the custody of the Government and shall be made available at all reasonable times for the inspection of the CA. The duplicate copy shall be kept by the CA.

29.0 SUCCESSORS BOUND

This Agreement shall be binding upon each of the Parties hereto and their respective successors in title.

PART G

SPECIAL PROVISIONS

[NOTE : WHERE THERE IS A NEED FOR SPECIAL CONDITIONS OVER AND ABOVE THE GENERAL CONDITIONS, THIS SECTION IS TO BE INSERTED BY THE RELEVANT AGENCY WITH THE APPROVAL OF THEIR RESPECTIVE LEGAL ADVISORS. OTHERWISE THIS PAGE TO BE LEFT AS SUCH ABOVE]

- None -

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and the year first hereinbefore appearing.

SIGNED for and on behalf of) ……(Signature)……..
THE GOVERNMENT) (Name, Designation & Department's Seal)

In the presence of:

…….....
Name of witness :
NR IC No. :

SIGNED for and on behalf of) ……(Signature)……
THE CA) (Name, Designation & Company's Seal)

In the presence of:

……
Name of witness :
NR IC No. :

PART A : SCHEDULE OF SERVICES

1.0 TYPES OF PROFESSIONAL SERVICES

The CA shall provide any or all of the following types of professional services:

(a) Basic Professional Services

(b) Additional Professional Services

(c) Special Services

(d) Supervision On Site

2.0 BASIC PROFESSIONAL SERVICES

The Basic Professional Services that may be provided by the CA shall comprise any or all of the following phases:

(a) Schematic Design Phase

(b) Design Development Phase

(c) Contract Documentation Phase

(d) Contract Implementation and Management Phase

(e) Final Completion Phase

Basic Professional Services under Schematic Design Phase

The Basic Professional Services that may be provided by the CA under the Schematic Design Phase include :

(a) taking the Government's instruction and analysing the project brief;

(b) preparing preliminary conceptual sketch proposals to interpret the project brief;

(c) developing the preliminary conceptual sketch proposals into sketch designs to a stage sufficient to enable an application to be made for planning approval or approval in principle as required under any relevant laws and regulations;

(d) preparing preliminary estimates of the probable construction cost based on current area, volume or other unit costs;

(e) where applicable, preparing and submitting the drawings and other necessary documents to relevant approving authorities for either planning approval or approval in principle as required under any relevant laws.

Basic Professional Services under Design Development Phase

The Basic Professional Services that may be provided by the CA under the Design Development Phase include:

(a) upon the approval of the sketch design by either the relevant authority or the Government, developing the schematic design drawings to a stage to enable other consultants to commence their detailed design work;

(b) preparing working drawings and submitting the same together with all necessary particulars to the relevant approving authorities to obtain statutory building approval;

(c) updating the preliminary estimates of construction costs and submitting the same to the Government;

(d) updating the project planning and implementation schedule and submitting the same to the Government for approval.

Basic Professional Services under Contract Documentation Phase

The Basic Professional Services that may be provided by the CA under the Contract Documentation Phase include:

(a) upon the approval by the Government of the updated preliminary estimates of construction costs and the project planning and implementation schedule, preparing and finalising the detailed drawings and other particulars necessary to the stage of completion sufficient to enable bills of quantities to be prepared;

(b) in collaboration with other consultants, preparing all documents necessary for obtaining competitive tenders for the works;

(c) inviting, on behalf of the Government, tenders for the work or collaborating with the other consultants engaged by the Government to do so;

(d) evaluating the results of the tenders and submitting a report and recommendation to the Government;

(e) awarding the contract on behalf of the Government;

(f) preparing the building contract documents either alone or in collaboration with other consultants appointed by the Government for signature by the Government and the contractor.

Basic Professional Services under Contract Implementation & Management Phase

The Basic Professional Services that may be provided by the CA under the Contract Implementation and Management Phase include:

(a) performing all functions and duties of the CA under the terms and conditions of the building contract;
(b) advising the Government on the site staff required for the project and estimating the cost and the duration of their employment;
(c) providing information and issuing instructions to the contractor as required under the terms and conditions of the building contract to enable the contractor to proceed with the works;
(d) examining the works programme submitted by the contractor and to be satisfied that the works can reasonably be completed within the contract period;
(e) inspecting the works at periodic intervals so as to ensure that the works are being executed in accordance with the building contract and to issue the Certificate of Practical Completion.

Basic Professional Services under Final Completion Phase

The Basic Professional Services that may be provided by the CA under the Final Completion Phase include:

(a) issuing Certificate of Completion and Compliance for buildings after having satisfied that the buildings are fit and safe for occupancy;

(b) certifying as-built drawings and submitting maintenance manuals together with all warranties to the Government;

(c) issuing Certificate of Making Good Defects after having satisfied that all defects to the building(s) have been rectified;

(d) preparing final accounts for the contract and issuing a final certificate of payment to the contractor.

1.0 ADDITIONAL PROFESSIONAL SERVICES

The Additional Professional Services to be rendered by the CA shall be as follows:

(a) inspecting and advising on the selection and suitability of sites, conducting or taking part in negotiations connected therewith, taking levels and preparing measured drawing plans of sites, sites and buildings or existing buildings;

(b) inspecting, reporting and giving advice on the condition of buildings;

(c) preparing schedules of dilapidations for either the landlord or the tenant, taking particulars on site, preparing specifications for repairs and supervising the execution;

(d) preparing a preliminary technical appraisal of a project to enable the Government to reach a decision on whether to proceed and the form and content that the Project shall take;

(e) involving in special or protracted negotiations for waivers and appeals and in connection with applications for town planning approvals or for approvals under building by-laws including applying for conversions of land for development purposes, zoning and densities;

(f) amending or preparing new drawings or producing information as a result of the Government's instructions to amend the content, scope, design or details of a project, building or part thereof after the Project or building has been approved and finalised; and

(g) putting in additional time or work due to delays in the Contract beyond the control of the CA.

(h) carrying out such other additional professional services, if any, as directed by the Government.

2.0 SPECIAL SERVICES

The special services to be rendered by the CA shall consist of the following:

(a) preparing detailed development plans in connection with housing or other development based on a layout plan approved by the relevant approving authority;

(b) providing full interior design services including the taking of instruction from the Government; formulating the brief, deciding on the themes, estimating and establishing the budget and implementation schedule, preparing sketch layouts and studies, preparing working and construction drawings, details, schedules and colour schemes, designing special items of furniture where appropriate or giving detailed advice on the selection of furniture, fittings and soft furnishings, preparing tender documents, obtaining tenders or quotations and advising thereon, accepting on behalf of the Government offers for implementation, preparing the contract documents if necessary, managing the contract, supervising the works and certifying the works on completion;

(c) Serving as an expert or as an expert witness in connection with litigation, giving evidence, setting proofs, conferring with legal counsel, attending court or arbitration or other inquiries;

(d) Serving as a specialist consultant;

(e) Providing town planning services;

(f) Providing project management services; and

(g) Obtaining other professional services (Associated Consultants) for the Works.

3.0 SUPERVISION ON SITE

(a) The CA may be required to provide part-time or full-time supervision on site. Where such service is required, the number of staff to be employed, including the CA's own staff to be seconded to site for the purpose, shall be approved in writing by the Government.

(b) Unless otherwise agreed to by the approving authorities concerned, the CA shall be in full control of, and responsible for, construction supervision of the Works on site.

(c) All site staff shall be under the control of, and take instructions from the CA.

PART B : PAYMENT FOR PROFESSIONAL SERVICES

1.0 PAYMENT FOR PROFESSIONAL SERVICES

The CA in performing the Services described in Part A shall be paid in accordance with any or all of the following types/modes of payment:

(a) Payment is based on Fixed Ceiling of Consulting Fee and shall be made in progressively in stages in accordance with the Schedule of Payment as in Appendix 12

- Basic Professional Services
- Additional Professional Services During Pre-Contract and Post-Contract.
- Special Services

(b) Payment for Supervision On Site and Disbursements / Reimbursable is subject to the Ceiling of Supervision Fees and Out of Pocket Expenses and verification on the expenses incurred by the CA

1.1 Payment When Works are Damaged or Destroyed

If at any time before completion of the Works, any part of the Works or any materials, plant or equipment whether incorporated in the Works or not are damaged or destroyed, resulting in additional services being required by the Government to be carried out by the CA, provided always such damage was not due to the negligence on the part of the CA, then the CA shall be paid base on the Contract Price as in Clause 6.4 of the Agreement

1.2 Payment Following Termination Or Suspension By The Government

(a) In the event of the termination of this Agreement (unless such termination shall have been occasioned by the default of the CA) or the suspension of the Project by the Government, the CA shall be paid the following sums (less the amount of payments previously made to the CA):

(i) a sum deducible from the stage of Services completed at the time of termination or suspension; and

provided that the CA shall accept the said payments by the Government as full and complete settlement of all his claims for payment under or arising out of this Agreement.

(b) In the event that the CA is required to recommence its Services for the Project suspended by the Government, the CA shall be paid for the performance of its Services the sum payable to the CA base from the stage of Services pursant to paragraph 2 of this Schedule, the payments

under sub-paragraphs 1.2(a)(i) and (ii) of this Schedule being treated as payments on account.

(c) Where the tendering of the Project (or any part thereof) is likely to be delayed for more than **twelve (12)** months or postponed at the request of the Government, the CA shall be paid according base from the stage of Services pursant to paragraph 2 of this Schedule.

(d) Where the Project is suspended or postponed after the tenders have been called, the fees payable to the CA shall be computed based on the lowest acceptable tender received.

(e) Where tenders are recalled and the Project is subsequently resumed, the total fees payable to the CA, inclusive of the fees paid under sub-paragraph 1.2(d) of this Schedule.

(i) a sum deducible from the stage of Services completed at the time of termination or suspension

(f) Upon suspension or termination of this Agreement, the CA shall within the period specified under item 8 in Appendix 7 of this Agreement submit to the GR a statement of final account and supporting documentation showing in details the value of Services carried out in accordance with this Agreement.

(g) Within the period specified under item 9 in Appendix 7 of this Agreement, the GR shall verify the statement of account and its supporting documentation and evaluate the Services carried out and shall issue the final account for the Services.

(h) FOR THE AVOIDANCE OF DOUBT, the Parties hereby agree that the CA shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

1.3 Payment Following Termination by the CA

If there is a termination by the CA of his Services (unless the termination had been occasioned by the default or negligence of the CA), the CA shall be entitled to be paid the sums specified in sub-paragraphs 1.2(a)(i) of this Schedule less the amount of payments previously made to the CA.

2.0 STAGES OF PAYMENT OF FEES

(a) The fees payable to the CA for every stage of basic professional services, shall be as follows:

Table I – STAGES OF PAYMENT

Upon completion of each Phase:	***Percentage of the total fee***
Schematic Design Phase	15%
Design Development Phase	30%
Contract Documentation Phase	25%
Contract Implementation and Management Phase	25%
Final Completion Phase	5%

(a) The CA shall be entitled to payments at intervals to be mutually agreed upon by the CA and the Government in proportion to the Basic Services rendered so that the total fees paid at the completion of each of the stages shall be equal to the percentages as set out in Table I.

(b) Unless otherwise specified or mutually agreed beforehand between the Government and the CA in this Agreement, the fee apportioned to each stage shall be paid in full, even if, under the circumstances in a particular case, the CA is not required to perform some of the Services listed under that stage in Paragraph 2.0 in Part A - Schedule of Services.

(c) Where the CA is engaged only for the purpose of the Contract Implementation and Management Phase and Final Completion Phase, the CA shall be paid based on the contract price as stated in Clause 6.4 (a)

(d) Where there are variations to the works at any time during the course of construction which results in changes(reduction/increase) to the original contract sum, the fees for the services rendered by architectural consultancy practice –

(i) under the completed Schematic Design stage, Design Development stage, Contract Documentation stage and the completed Construction Stage, shall be based on the on the contract price as stated in Clause 6.4 (a)

(e) Notwithstanding subparagraph (e), where the CA has not completed all the services specified under the Schematic Design stage, the fee shall be based on an amount to be agreed between the CA and the Government, and in the absence of such agreement, the fee shall be derived on the basis of Time Cost.

(f) Where the payment is based on Time Cost, the proportions of the total fee for the Works to be paid to the CA shall be based on the completion of deliverables or on a pro-rated monthly basis or any other agreed stages of payment.

(g) Payment for site supervision services shall be paid on a monthly basis.

(h) Payment for disbursement / reimbursable items shall be made on a monthly basis upon submission of receipts and invoices where applicable.

APPENDIX 1

APPENDIX 1 : TERMS OF REFERENCE

[TO BE INSERTED BY RELEVANT AGENCY]

To Include at least:

1. Project Brief

2. List & Mode of Deliverables

3. Scope of Services

   (a) Basic Services
   (b) Additional Services
   (c) Site Supervision (if applicable)

APPENDIX 2

APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION

[CA'S TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION- TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 3

APPENDIX 3 : LETTER OF ACCEPTANCE

[THE LETTER OF ACCEPTANCE SHALL INCLUDE THE SIGNING PAGE AND EXECUTED BY THE CA - TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 4

APPENDIX 4 : CERTIFICATE OF REGISTRATION WITH PROFESSIONAL BOARD

[TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 5

APPENDIX 5 : DELIVERABLES

[TO BE INSERTED BY RELEVANT AGENCY]

No.	Deliverables Stages	Details	Due Date of Submission
1.			
2.			

APPENDIX 6A

APPENDIX 6A : SUMMARY OF TOTAL CONSULTING COST

ITEM	DESCRIPTION	AMOUNT (RM)
A	Ceiling Consulting Fee (Refer Appendix 6B)	
B	Supervision Fee (Refer Appendix 6C)	
C	Ceiling Out of Pocket Expenses (Refer Appendix 6C)	
	TOTAL CONSULTING FEE	
D	Government Service Tax (Refer to Service Tax Act 2018)	
	CEILING CONTRACT AMOUNT	

APPENDIX 6B

APPENDIX 6B : FIXED CEILING CONSULTING FEES (YURAN IKHTISAS)

[DETAILED BREAKDOWN/CALCULATION OF FEES-
TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 6C

APPENDIX 6C : SUPERVISION FEES & OUT OF POCKET EXPENSES

[DETAILED BREAKDOWN/CALCULATION OF OUT OF POCKET EXPENSES- TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 7

APPENDIX 7 : SCHEDULE OF AGREED ITEMS

Item	Clause of Agreement	Description	Remarks
1.	3.1	Commencement date	…… date to be inserted by Agency
2.	3.1	Contract period	…… week/month/year
3.	3.1	Contract Expiry date	…… date to be inserted by Agency
4.	3.2(b)	Period for negotiation of the terms and condition for extension of the contract period	… ..... week/month/year prior to Contract Expiry Date
5.	1.1(i), 5.16(c), 6.1(a) & 8.1(a)	Government's Representative (GR)	…… designation/(s) to be inserted by Agency
6.	6.2(b)	Period for the Government to give decision	…… days to be inserted by Agency
7.	6.4(c)	CA's bank account details for purposes of payment	Name: …… Account No.:…….. Bank Address:……..
8.	5.3(b)	Formula for calculation of Liquidated and Ascertained Damages: LAD = % BLR x Fees 100 365 (subject to a minimum of RM100/- per day)	RM ..... /day
9.	16(a)	a) For the Government b) For the CA	a) Official Designation: Address: Fax No. : Tel. No : Email : b) Name of Firm : Address : Fax No. : Tel No.: Email :

APPENDIX 8

APPENDIX 8 : SERVICES IMPLEMENTATION SCHEDULE

[TO INCLUDE DUE DATE(S) OF SPECIFICALLY IDENTIFIED DELIVERABLES-
TO BE INSERTED BY RELEVANT AGENCY]

No	Deliverable stages	List of activities	Period of Implementations according to activities	Start Date (according to activities)	End Date (according to activities)

OR

GANTT CHART

APPENDIX 9

APPENDIX 9 : CA'S PERSONNEL

[TO BE INSERTED BY RELEVANT AGENCY]

No	Name of Personnel (inclusive of owner & principal)	Role in Team	Number of Years of Working Experience	Age	Employment Status with the firm (Permanent/ Temporary)	Full Name of Highest Academic Qualification (specify name of university)	Professional Certificates (list name of certificate and membership no. (if any))

APPENDIX 10

APPENDIX 10 : CA'S PERSONNEL TIME INPUT SCHEDULE (IF APPLICABLE)

[TO BE INSERTED BY RELEVANT AGENCY]

No.	Name of Personnel Involved in each stages	Total Time Input by each personnel and according to deliverable stages	Start Date (work commenced by each personnel)	End Date (work ended by each personnel)
Deliverable Stage XX				
1				
etc				
Deliverable Stage XX				
etc				
Deliverable Stage XX				
etc				

APPENDIX 11

APPENDIX 11 : CA'S SERVICES TAX LICENSE

[TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 12

APPENDIX 12 : SCHEDULE OF PAYMENT

[BREAKDOWN OF SCHEDULED PAYMENT BY STAGES/PHASES OR MONTHS-TO BE INSERTED BY RELEVANT AGENCY]

CONSULTANCY SERVICES

Specify full name of project

FOR .....

Specify contract number

CONTRACT NO. : .....

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

Name of consultancy firm

.....

Company registration no with Suruhanjaya Syarikat Malaysia (local company) or Board of Engineering Consultancy Practice Registration. If foreign companies specify its registration number in its country)

(COMPANY NO. .....)

Table of Contents

1.0 DEFINITIONS AND INTERPRETATIONS 6
1.1. Definitions 6
1.2. Interpretations 7
1.1. Entire Agreement 9
2.0 APPOINTMENT AND CONSIDERATION 9
3.0 EEFECTIVE DATE AND DURATION OF THIS AGREEMENT 9
3.1. Contract Period 9
3.2. Extension of Contract Period 10
4.0 CE'S REPRESENTATIONS AND WARRANTIES 11
5.0 CE'S OBLIGATIONS 12
5.1. Quality of Services 12
5.2. Timeliness of Services 12
5.3. Consequences of Delay 12
5.4. Instructions by The Government 13
5.5. Design Services 13
5.6. CE's Personnel 14
5.7. Information and Records 15
5.8. Liability 16
5.9. Indemnity 16
5.10. Insurance 17
5.11. Professional Indemnity Insurance 17
5.12. Emergency and Accident 17
5.13. Confidentiality 18
5.14. Notice of Delay 19
5.15. Assistance in Arbitration Inquiry or Litigation 20
5.16. Situation Beyond Control Of CE 20
5.17. Prohibition on Association 20
5.18. Prohibition on Conflicting Activities 21
5.19. Independent Consultant 21
5.20. Technology and Knowledge Transfer 21
5.21. Intellectual Property Rights 21
6.0 GOVERNMENT'S OBLIGATIONS 23
6.1. Appointment of GR 23
6.2. Obligation to give instructions, decisions, etc. without delay 23

6.3. Obligation to Supply Relevant Information and Assistance 23
6.4. Payment to the CE for Services 24
6.5. Withholding Payment 25
7.0 GOVERNMENT'S RIGHTS 26
7.1. Proprietary Rights of The Government in Relation to Documents 26
8.0 DISPUTE RESOLUTION 27
8.1. Dispute Resolution by Government Representative 27
8.2. Dispute Resolution Committee 27
8.3. Arbitration 28
9.0 SUSPENSION 29
9.1. Suspension and Resumption of Services 29
9.2. Extension of Time 29
9.3. Consequences of Mutual Termination 30
10.0 TERMINATION BY THE GOVERNMENT 30
10.1. Withholding Payment 30
10.2. Default by the CE 30
10.3. Events of Default 31
10.4. Consequences of Termination by the Government 31
11.0 TERMINATION BY THE CE 33
11.1. Consequences of Termination by the CE 33
12.0 TERMINATION ON NATIONAL INTEREST 35
13.0 TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES…35
14.0 FORCE MAJEURE 36
14.1. Events 36
14.2. Notification of Force Majeure 37
14.3. Termination by Force Majeure 37
14.4. Consequences of Termination due to Event of Force Majeure 37
14.5. Delay 37
14.6. Restoration 38
14.7. Insurance 38
15.0 AMENDMENT 39
16.0 NOTICES 39
17.0 GOVERNING LAW 39
18.0 COMPLIANCE WITH LAWS AND REGULATIONS 39
19.0 SEVERABILITY 40
20.0 ASSIGNMENT 40
21.0 RELATIONSHIP OF THE PARTIES 40
22.0 ADVERTISEMENT 40
23.0 TIME 40
24.0 COSTS AND STAMP DUTY 40
25.0 INCOME TAX 40

26.0 SCHEDULES AND APPENDICES 41
27.0 WAIVER 41
28.0 CUSTODY OF AGREEMENT 41
29.0 SUCCESSORS BOUND 41
SPECIAL PROVISIONS 42
SIGNATORIES TO THE AGREEMENT 43
PART A : SCHEDULE OF SERVICES 44
1.0 TYPES OF PROFESSIONAL SERVICES 44
2.0 BASIC PROFESSIONAL SERVICES 45
2.1. Type A Works - Basic Professional Services 45
2.2. Type B Works - Basic Professional Services 48
2.3. Type C Works - Basic Professional Services 52
3.0 ADDITIONAL PROFESSIONAL SERVICES NOT INCLUDED IN BASIC PROFESSIONAL SERVICES 55
3.1. Type A Works - Additional Professional Services 55
3.2. Type B Works - Additional Professional Services 56
3.3. Type C Works - Additional Professional Services 56
4.0 SUPERVISION ON SITE 60
PART B : PAYMENT FOR PROFESSIONAL SERVICES 60
1.0 PAYMENT FOR PROFESSIONAL SERVICES 60
1.1 Payment When Works Are Damaged or Destroyed 60
1.2 Payment Following Termination or Suspension by the Government ... 60
1.3 Payment Following Termination by the CE 61
2.0 STAGES OF PAYMENT OF FEES 62
APPENDIX 1 : TERMS OF REFERENCE 63
APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION …64
APPENDIX 3 : LETTER OF ACCEPTANCE 65
APPENDIX 4 : CERTIFICATE OF REGISTRATION WITH PROFESSIONAL BOARD 66
APPENDIX 5 : DELIVERABLES 67
APPENDIX 6A : SUMMARY OF TOTAL CONSULTING COST 68
APPENDIX 6B : CONSULTING FEES 69
APPENDIX 6C : OUT OF POCKET EXPENSES..... 70
APPENDIX 7 : SCHEDULE OF AGREED ITEMS 71
APPENDIX 8 : SERVICES IMPLEMENTATION SCHEDULE 72
APPENDIX 9 : CE'S PERSONNEL 73
APPENDIX 10 : CE'S PERSONNEL TIME INPUT SCHEDULE 74
APPENDIX 11 : CE'S SERVICES TAX LICENSE 75
APPENDIX 12 : SCHEDULE OF PAYMENT 76

CONTRACT NO. : …… Specify contract number

"RECITALS"

THIS AGREEMENT is made on ……Date (day)day of ……Month and year……

BETWEEN

THE GOVERNMENT OF MALAYSIA as represented by……Name of Government Agency…… whose address is at ……Specify full address…….. (hereinafter referred to as "the **Governmen**t") of the first part;

AND

……Name of the sole proprietorship/partnership corporate, (whichever is applicable)……,
……Suruhanjaya Syarikat Malaysia Registration No./Ministry of Finance Registration No.…… and Board of Engineering Consultancy Practice Registration No……Specify registration number…., a sole proprietorship or partnership registered in Malaysia or a body corporate incorporated under the Companies Act 1965 (whichever is applicable) and practising as an Engineering Consultancy Practice, having its registered office at ……Specify full address……hereinafter referred to as "**CE**") of the other part.

The Government and the CE shall individually be referred as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS -

(A) The Government intends to construct and complete ……Specify full name of project…… (hereinafter referred to as **"the Project"**) and is desirous of obtaining (hereinafter referred to as **"the Services"**) from the CE in connection with the ……Specify field of the consultancy service…… (hereinafter referred to as **"the Works"**).

(B) The CE has submitted its proposal to the Government on the scope for the Services and both Parties have agreed on the scope of Services as per the Terms of Reference specified in **Appendix 1** and Technical Documents in **Appendix 2** of this Agreement.

(C) In furtherance of such intention, the Government has agreed to appoint the CE and the CE has agreed to such appointment to provide the Services necessary for the effective implementation of the Project. A copy of the Letter of Acceptance date ……Date issued by Goverment…….. is attached in **Appendix 3** of this Agreement.

NOW IT IS HEREBY AGREED as follows:

PART A

GENERAL

1.0 DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement, including the appendices, unless the context otherwise requires the following words and expressions used under this Agreement shall have the following meanings:

(a) "Agreement" means this document and shall comprise the clauses, schedules and appendices of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time;

(b) ''Associated Consultant" means other consultant(s) engaged by the CE upon request and approval by the Government to carry out services for any part of the project;

(c) "CE" means the engineering consultancy firm named in the Recitals of this Agreement, (a sole proprietorship, partnership or body corporate (whichever is applicable) which is established or incorporated under the laws of Malaysia (for a body corporate – "Companies Act 1965 [Act 125]") and registered under the Registration of Engineers Act 1967 [Act 138] and engaged to provide professional engineering consultancy services to the Government under this Agreement and shall include its personnel, servants, agents, heirs, administrators, successors and duly appointed representatives. A copy of the Certificate of Registration under the Registration of Engineers Act 1967 [Act 138] is attached in **Appendix 4**;

(d) "Contractor" means any sole proprietorship, partnership or company engaged by the Government under a contract for the Project or to supply goods in connection with the Project or both and includes sub-contractors;

(e) "Contract Price" means the ceiling of consulting fee, supervision fee**,** and ceiling out of pocket expenses as specified under clause 2.0;

(f) Contract Period means the contract period as prescribed under Clause 3.1 herein;

(g) "Estimated Cost of the Works" the estimated cost of the Works for which the CE is engaged to provide the Services;

(h) "Defects Liability Period" is as provided in the contract between the Government and Contractor;

(i) "Deliverables" means all deliverables (including designs, drawings, details, plans, calculations and reports) as specified in **Appendix 5** to be submitted to the Government by the CE as particularly specified in the Terms of Reference in **Appendix 1** of this Agreement;

(j) "Contract Sum for the Works" means the Contract Sum accepted by the Government for the construction of the Works as stated in the Letter of Acceptance less contingency items;

(k) "Government's Representative ("GR") means the person under item 5 in **Appendix 7** or such other person as may be appointed from time to time by the Government and notified in writing to the CE to carry out the duties of the GR and the person so designated or appointed may be described by position;

(l) "Services" means the professional consultancy services for the project which the Government has engaged the CE to perform in accordance with the Terms of Reference, Technical Documents and Deliverables as specified in **Appendices 1, 2** and **5**;

(m) "Professional Indemnity Insurance" means the insurances taken and maintained by the CE covering its liability in respect of any negligence, error or omission acts of CE and its employees under Clause 5.11;

(n) "Project" means the project of which the Works form a part;

(o) "Works" means the works described briefly in Recital (A) of this Agreement which the Government has engaged the Contractor to carry out and the CE is appointed to perform Services and which may comprise those as specified under this Agreement.

1.2. Interpretations

In this Agreement, including the appendices/schedules/annexures, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) words denoting the singular number shall include the plural and vice versa;

(b) words denoting any gender shall include all genders

(c) words denoting persons shall include a body of persons, corporate or unincorporated;

(d) any reference to clauses, sub-clauses, appendices, annexures, schedules, paragraphs and sub-paragraphs shall be a reference to the

clauses, sub-clauses, appendices, annexures, schedules, paragraphs and sub-paragraphs of this Agreement;

(e) reference to any party referred to in this Agreement shall include its successors or permitted assigns;

(f) reference to any document or agreement shall include reference to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(g) reference to any legislation or any provision of any legislation shall include statutory modification and any amendment, modification or any legislation or re-enactment of that legislation or any legislative provisions substituted for, and all regulations and statutory instruments issued under such legislation or provision;

(h) recital headings are for convenience only and shall not affect the interpretation and construction hereof;

(i) the recitals and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of any inconsistency between the terms of any of the appendices and the terms of this Agreement, the terms of this Agreement shall prevail over those appendices;

(j) any reference to an “amendment” includes any variation, deletion or addition and “amend” or “amended” shall be construed accordingly;

(k) any reference to “design” includes technical specifications, design drawings and any other relevant documentation;

(l) any reference to “law” includes any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, by-law or other legislative measure in Malaysia;

(m) any reference to a “day”, “week”, “month” or “year” is a reference to that day week, month or year in accordance with the Gregorian calendar;

(n) if any period of time is specified from a given day or a day of a given act or event, it is to be calculated exclusive of that day and if any such specified period of time or a day of a specified given act or event falls on a day which is not a Working Day, then such period of a specified time or a specified day of a given act or event is deemed to be on the next Working Day;

(o) any reference to “pay” or its cognate expressions includes payment made in cash or by way of bank draft (drawn on a bank licensed to carry on banking business under the provisions of the Financial Services Act 2013 [*Act 758*] and Islamic Financial Services Act 2013 [*Act 759*]) or

effected through inter-bank transfers to the account of the payee giving the payee immediate access to available funds; and

(p) the recitals and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of any inconsistency between the terms of the appendices and the terms of this Agreement, the terms of this Agreement shall prevail over those appendices.

1.1. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, between the Parties in relation to such matter. The Parties hereby acknowledge that in entering into this Agreement, it has not relied on any representation or warranty save as expressly set out herein or in any document expressly referred to herein.

2.0 APPOINTMENT AND CONSIDERATION

The Government hereby appoints the CE and the CE accepts the appointment to provide the Services for a consideration of Ringgit Malaysia ……Specify total cost in word format…… only (RM …Specify total cost in number format……..) as the ceiling contract amount (hereinafter referred to as the "**Contract Price**" and specified in **Appendix 6A** of this Agreement) which consists of Ringgit Malaysia ……Specify full name of project…. only (RM… …Specify consulting fee in word format……) as the ceiling consulting fee (as specified in **Appendix 6B** of this Agreement) and Ringgit Malaysia ……Specify supervision fee in word format…….. only (RM ……Specify supervision fee in number format……..) as the ceiling for supervision fees and Ringgit Malaysia ……Specify out of pocket expenses in word format…… only (RM….Specify out of pocket expenses in number format.) as the ceiling out of pocket expenses (as specified in **Appendix 6C** of this Agreement) subject to the terms and conditions set forth in this Agreement as per the Letter of Acceptance dated ……Date issued by Government…. (as specified in **Appendix 3** of this Agreement).

3.0 EEFECTIVE DATE AND DURATION OF THIS AGREEMENT

3.1. Contract Period

This Agreement shall be for a period of…Specify duration of consultancy period (week/month/year)……..... as specified under item 2 in **Appendix 7** (hereinafter referred to as the "**Contract Period**") commencing from ……Specify start date…… (hereinafter referred to as "**Commencement Date**") and shall expire on the date stated under item 3 in **Appendix 7 (**hereinafter referred to as the "**Contract Expiry Date**") unless terminated earlier in accordance with the provisions of Part E of this Agreement.

3.2. Extension of Contract Period

(a) The CE shall, upon it becoming reasonably apparent that the progress of the Services is delayed, apply in writing to the Government for the approval of extension of the Contract Period. The CE shall further furnish to the Government relevant information as to the causes of delay together with a revised Services Implementation Schedule and estimated revised cost (if any), for the approval of the Government.

(b) The Government shall have the absolute discretion whether or not to consider such application. In the event the Government agrees to extend the Contract Period, the Government shall inform the CE in writing pertaining to the period of extension. Provided that the extension on the Contract Period shall not affect the fixed ceiling consulting fee as specified in **Appendix 6B** in clause 2.0.

PART B

CE'S REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

4.0 CE'S REPRESENTATIONS AND WARRANTIES

The CE hereby represents and warrants to the Government that –

(a) it is a corporation validly existing under the laws of Malaysia;

(b) it is registered as a consultancy firm with the Ministry of Finance Malaysia (MOF);

(c) the CE is a body corporate or partnership or sole proprietorship registered under the Registration of Engineers Act 1967 [Act 138] and exists validly under the laws of Malaysia;

(d) the CE shall keep current all such registrations and ensure their validity throughout the duration of this Agreement;

(e) the CE has the legal capacity to enter into and perform its obligations under this Agreement and to carry out the Services as contemplated by this Agreement;

(f) the CE has taken all necessary actions to authorize the entry into and performance of this Agreement and to carry out the Services contemplated by this Agreement;

(g) as at the execution date, neither the execution nor performance by the CE of this Agreement nor any transactions contemplated by this Agreement will violate in any respect any provision of –

(i) its Memorandum and Articles of Association; or

(ii) any other document or agreement which is binding upon it or its assets;

(h) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;

(i) no corruption or unlawful or illegal activities or practices have been used to secure this Agreement;

(i) this Agreement constitutes a legal, valid and binding obligation of the CE and is enforceable in accordance with its terms and conditions;

(j) it has the necessary financial, technical, and professional capability and expertise to provide the Services under this Agreement,

and the CE acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

5.0 CE'S OBLIGATIONS

5.1. Quality of Services

(a) The CE shall maintain a professional standard of service and competence and shall exercise all reasonable skill, care and diligence in the discharge of the professional services agreed to be performed in this Agreement in the best interests of the Government and, in so far as their duties are discretionary, shall act fairly between the Government and any third party.

(b) The CE shall have sufficient knowledge of current Local Authority requirements, bye-laws, local land acts and other regulations relating to the Project, and shall advice the Government accordingly in matters affecting the implementation of the Project.

5.2. Timeliness of Services

(a) The CE shall prepare a draft services implementation schedule incorporating the key dates specified for carrying out the Services which shall be in accordance with the requirements of the Terms of Reference, for the approval of the Government.

(b) The agreed draft service implementation schedule as approved by the Government shall be the Service Implementation Schedule as in **Appendix 8**; which shall be amended only with the approval of the Government. Any subsequent changes or amendments approved by the Government shall form part and be read together with the Service Implementation Schedule.

(c) The CE shall provide to the Government scheduled progress reports in such form and details as prescribed in the Terms of Reference.

(d) The CE shall keep the GR informed on a day to day basis of all instructions, variations and design changes made or authorized by the CE.

5.3. Consequences of Delay

(a) If the CE fails to deliver any Deliverables by the due date(s) agreed by both parties as specified in **Appendix 5** of this Agreement without reasonable cause, the CE shall pay Liquidated and Ascertained Damages (LAD) to the Government for the delay. The period of delay shall be calculated beginning from the scheduled delivery date and ending on the actual date as delivered and submitted to the Government.

(b) The LAD shall be computed on a daily basis for each day of delay at every stage of deliverables based on the formula specified under item 8 in **Appendix 7** of this Agreement.

5.4. Instructions by The Government

(a) The CE shall comply with all instructions issued by the Government in regard to matters expressly empowered under this Agreement. The CE shall follow the Government procedures so far as possible and shall obtain prior approval in writing from the Government of any departures from such procedures. Nothing in this clause shall be deemed to affect the responsibilities of the CE in connection with the Services.

(b) The CE shall attend or be represented at all meetings convened by the Government to which the CE may be summoned, and shall advise and assist the Government on all matters relating to the Services.

5.5. Design Services

(a) Where the CE is required by the Government to provide design services, the CE shall guarantee the Government that such design shall be suitable, functional, safe and in compliance with the design standard and specification of the Works.

(b) The CE shall use due skill and care to ensure that the design of all parts of the Works for which the CE is responsible under this Agreement is in accordance with the laws and regulations and other statutory and regulatory requirement applicable to the Works.

(c) The CE shall strictly comply with the project brief and approved ceiling project cost as specified under the Terms of Reference. The CE shall not without prior written approval of the Government amend the project brief which in the opinion of the CE is likely to increase the project cost.

(d) All drawings, designs, plans, specifications, bills of quantities or other documents, matters or things prepared by the CE for or in connection with any invitation for tenders shall not be used for any other such purposes unless they shall first have been approved by the GR. The approval by the GR shall not relieve the CE of its obligations in connection with the Services.

(e) All designs, calculations, drawings and documents and any other deliverables in relation to the Services to be provided by the CE to the Government shall be approved and signed by the CE.

(f) The CE shall not without prior written approval of the Government, make amendments to any approved design or give any instruction which is likely to increase the cost of the project, unless the variations are of an emergency nature and any delay in carrying out such variation works

can cause claims against the Government or involve danger to life and property and in the circumstance it is impracticable for the CE to obtain such approval. In such circumstances, the CE shall seek the approval of the Government as soon as possible of such variation works.

(g) If during construction any defect or damage shall occur to the Works or any part thereof or if there shall arise a need for a variation to the Works, as a result of any defect, fault, insufficiency or inadequacy in the design, the Government shall issue to the CE a notice specifying the default and requiring the CE to remedy the same within the period specified by GR at the CE's own cost and expense. If the same is not remedied, the Government shall be entitled, without prejudice to any other rights or remedies it may possess against the CE under this Agreement or at law, to claim and recover from the CE any payment for any loss/claims and/or damages suffered or any other expenses incurred as a result thereof.

(h) Notwithstanding clause 5.5(g), the Government may elect to remedy the defect, fault, insufficiency or inadequacy in the design as at the time such defect, fault, insufficiency or inadequacy is established and the Government shall be entitled to deduct the amount up to the limit of sum certified by the GR to be the sum required to remedy the same from any money due or to become due to the CE under this Agreement, failing which such sum shall be recovered from the Professional Indemnity Insurances taken by the CE or as a debt from the CE.

5.6. CE's Personnel

(a) The CE shall provide efficient, suitably qualified and experienced Personnel and acceptable to the Government to carry out the Services.

(b) The Services shall be carried out by the CE's Personnel as specified under **Appendix 9** hereof within the time and stage as specified in the Service Implementation Schedule in **Appendix 8.**

(c) The Project Manager of the CE as specified in **Appendix 9** shall be responsible for the management of the CE's Personnel for the Services as well as to act as liaison between the CE and the Government.

(d) The CE shall ensure the Personnel are dedicated to the Services and give priority to the performance of their respective portions of the Services assigned to them over any other works, tasks and assignments in relation to other existing or future projects.

(e) No Personnel shall be engaged by the CE or its affiliates for other work or project without the prior written consent of GR.

(f) There shall be no changes or substitutions in the CE's Personnel set forth in **Appendix 9** without the prior written approval of the Government. If for any reason beyond the reasonable control of the CE, it becomes necessary to replace any of the CE's Personnel, the CE shall forthwith

provide as a replacement, a person of equivalent or better qualification and experience to the Government at no additional cost to the Government of which the Government shall consider without undue delay.

(g) No Personnel shall be engaged by the CE or its affiliates for other work or project without the prior written consent of GR.

(h) In the event the number of CE's Personnel as specified in **Appendix 9** is reduced without the prior written approval of the Government, the Government shall have the right to deduct the Consulting Fee based on CE's Personnel Time Input Schedule as specified in **Appendix 10.**

(i) The CE shall ensure that any changes, substitution or replacement of Personnel shall not affect the term and the implementation for the provision of the Services.

(j) Notwithstanding clause 5.6(f), the GR may at any time request the CE to reduce the number of the Personnel according to the progress of the Works.

(k) The GR may with the agreement of the CE, direct the CE, within a time frame of not less than fourteen (14) days, to remove any Personnel who, in the opinion of the GR, is lacking in appropriate skills or qualifications, engages in misconduct or is incompetent or negligent.

5.7. Information and Records

(a) The CE shall furnish the Government such information in relation to the Services as the Government may from time to time reasonably request.

(b) The CE shall keep accurate, systematic and up-to-date records and accounts in respect of the provision of the Services in such form and details as is customary in the profession or as may be required by the Government from time to time as shall be sufficient to establish accurately that the costs and expenditure referred to in **Appendix 6A, Appendix 6B and Appendix 6C** of this Agreement have been duly incurred.

(c) The CE shall permit the GR from time to time to inspect their records and accounts relating to the Services and to make copies thereof and shall permit the Government or any person authorized by the Government, from time to time, to audit such records and accounts during the performance of the Services.

(d) In the event of failure occurring after the completion of the Project, the CE may be required by the Government to submit a report detailing probable cause and remedial action. References shall be made to all kept records and accounts.

5.8. Liability

The CE agrees that it shall provide the Services under this Agreement in good faith and hereby warrants that the Services provided under this Agreement meet the professional standards for consultancy in the relevant field.

5.9. Indemnity

The CE agrees with the Government that –

(a) the CE shall perform all of its obligations under this Agreement at its own risk and releases, to the fullest extent permitted by law, and shall indemnify and keep the Government and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from carrying out of the Services except where such accident, damage, injury or death is caused or contributed to by any act or omission or negligence of the Government or its agents and servants and the CE expressly agrees that in the absence of any such act, omission or negligence as aforesaid the Government shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death.

(b) the CE shall indemnify and keep the Government indemnified from and against all actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (legal cost) charges and expenses whatsoever to which the Government shall or may be or become liable in respect of or arising from -

(i) the negligent use or act, misuse or abuse by the CE or the CE's Personnel, servants, agents or employees appointed by the CE in the performance of the Services; or

(ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to by carrying out the Services by the CE to any person and not caused by the negligence or willful act, default or omission of the Government, its agents or servants; or

(iii) any loss, damage or injury from any cause whatsoever to property or persons affected by the Services to the extent to which the same is occasioned or contributed to by the act, error**,** omission, neglect, breach or default of the CE or the CE's Personnel, servants, agents or employees; and

(c) the obligations under this clause shall continue after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

5.10. Insurance

The CE shall at its own cost and expense effect and maintain all necessary insurance including insurances for its professional engineer, graduate engineer, sub-professional staff and employees. The insurance shall be valid until the expiry of the Defect Liability Period.

5.11. Professional Indemnity Insurance

(a) The CE warrants that the CE has taken and is maintaining its own cost and expense a professional indemnity insurance covering its liabilities in respect of any act of negligence, error or omission of the CE, its employees, partners, servants and any persons under its supervision in the course of providing the Services under this Agreement. The professional indemnity insurance shall be valid and irrevocable not less that twelve (12) months after the expiry of the Defect Liability Period.

(b) The GR may at any time request the CE to produce a copy of the insurance policy as evidence that the insurances required under this clause are being maintained and remain valid not less than twelve (12) months after the expiry of the Defect Liability Period.

5.12. Emergency and Accident

(a) Where any accident, failure or other event occurs due to any cause whatsoever to, in or in connection with the Services provided for the Works or any part thereof either during the execution of the Works or during the Defect Liability Period or the period thereafter, the CE shall immediately report to the Government of the accident, failure or event together with the CE's proposal on any interim measures required to be taken.

(b) The CE shall conduct a full investigation on the accident, failure or event if directed in writing by the Government in order to determine the cause or reason for the accident, failure or event and submit a report of the investigation to the Government together with the CE's proposals for remedial works in respect thereof.

(c) If the Government directs the CE to carry out any remedial works as specified under clause 5.12 (b), the CE shall carry out the remedial works within fourteen (14) days from the date of the written direction.

(d) The CE shall immediately obtain the approval of the Government before giving any instruction for any variation of works required if an accident, failure or event had occurred and any delay in carrying out the variation will cause claims against the Government or involve danger to life or property.

(e) In the event that the Government decides that the investigation in relation to the accident, failure or event which occurred should be carried

out by the Government, its employee or any person or body appointed or authorized by the Government, the CE shall give full co-operation and render all necessary assistance and facilities including the giving of access to all specifications, designs, records and other available information relating to the Works as may be required by the Government, its employee or such authorized person or body at no additional cost.

(f) If the accident, failure or event occurred is not due to the negligence, error, omission, default or poor supervision of the CE, then the Services provided by the CE hereto during the Defect Liability Period shall be construed as part of the Basic Professional Services and the CE is not entitled to claim for any additional payment. Any services required from a third party for works not within the scope of Basic Professional Services described in **Appendix 1** of this Agreement shall also be paid accordingly by the Government.

(g) If the investigation reveals that the accident, failure or event which occurred is due to the negligence, error, omission, default or poor supervision of the CE, and its negligence, error, omission, default or poor supervision had resulted in injury, damage or loss of any person or property, then the CE shall be responsible for the injury, damage or loss caused to any person or property and shall undertake to−

(i) pay any person for the injury, damage or loss suffered by any person or his property; and

(ii) repair, replace or make good all injury, damages and/or pay all expenses and costs pertaining to injury and loss suffered by that person or his property.

(h) In the event that the CE fails to comply with clause 5.12(g) and the Government is held liable for damages to any person for injury, damage or loss suffered, or has to repair or make good such damages and/or losses, such payment shall be deducted from any payment due to the CE under this Agreement or shall be claimed from the CE as a debt due to the Government.

5.13. Confidentiality

(a) Except with the prior written consent or the instructions of the Government, the CE shall not at any time communicate to any person or body or entity any confidential information disclosed to the CE for the purpose of the provision of the Services or discovered by the CE in the course of this provision and performance of the Services; nor make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Services; nor make or cause to be made any press statement or otherwise relating to the Services; nor make use of the Deliverables for the purposes other than that stipulated in this Agreement

and the foregoing obligations shall not be rendered void by suspension, termination or expiry of this Agreement for whatsoever cause.

(b) This sub-clause shall not apply to information which:

(i) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause;

(ii) is already known to the other party to whom it is disclosed to, at the time of disclosure;

(iii) is independently developed without benefit of the confidential information of the other party;

(iv) is in possession of the CE without restriction before the date of receipt from the other party subject to the right of the Government to re-classify certain information as confidential.

(c) In the event that the CE receives a request to disclose all or any part of any confidential information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by the CE shall not constitute a violation of this Agreement provided that-

(i) the CE promptly notifies the Government of the existence, terms and circumstances surrounding such request;

(ii) the CE consults with the Government on the advisability of taking available legal steps to resist or narrow, such request; and

(iii) the CE exercises its best efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the information to be disclosed.

(d) This clause continues in force notwithstanding the termination of this Agreement for any reason.

5.14. Notice of Delay

In the event the CE encounters any delay in obtaining the required assistance and information set forth in clause 5.7(a), the CE shall notify the Government of such delay and its duration and the Government, at its absolute discretion, may grant an appropriate extension of time and other consideration appropriate for provision of the Services.

5.15. Assistance in Arbitration Inquiry or Litigation

The CE shall, if so required by the Government, within the period of work before completion, assist and advise the Government with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and if and when so required by the Government shall attend and give evidence or otherwise assist the Government before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Services. In the event of arbitration or other proceedings arising after the completion of Services, if so required by the Government, the CE shall assist in any manner whatsoever and advise the Government under the same conditions of engagements as are applicable generally to this Agreement, subject always to
–

(a) the right of the CE to recover its time and cost in attending to this request, such time and cost to be negotiated separately with the Government; and

(b) the right of the CE to take appropriate measures to safeguard and protect its interest.

5.16. Situation Beyond Control Of CE

(a) The CE shall immediately inform the Government in writing of any situation or the occurrence of any event beyond the reasonable control of the CE, which makes it impossible for the CE to carry out its obligations hereunder.

(b) If the Government agrees in writing that such situation or event exists, the Government may terminate this Agreement by giving not less than thirty (30) days written notice and shall pay all fees and payments due and outstanding to the CE in accordance with clause 14.0 within thirty (30) days from the date of termination of this Agreement.

(c) In the event of disagreement between the Parties as to the existence of such situation or event, the matter shall be referred to the GR as specified under item 5 in **Appendix 7** for a decision.

5.17. Prohibition on Association

The CE agrees that during and after the conclusion or termination of this Agreement, the CE shall limit its role for the Project to the provision of the Services and hereby disqualifies itself from the provision of goods or services in any capacity for the Project including bidding for any part of the Project except as the Government may otherwise agree or request the CE.

5.18. Prohibition on Conflicting Activities

No Personnel of the CE assigned to the Services under this Agreement nor the CE's staff, subsidiary or associate shall engage, directly or indirectly, either in his name or through his then employer, in any business or professional activities connected to the Services or Project and neither shall the CE's Personnel be so engaged directly or indirectly, either in his name or through the CE in any such other conflicting business or professional activities.

5.19. Independent Consultant

Nothing contained herein shall be construed as establishing or creating between the Government and the CE the relationship of master and servant or principal and agent. The position of the CE performing the Services is that of an independent consultant.

5.20. Technology and Knowledge Transfer

(a) If the CE appoints foreign professionals, the CE shall endeavour to ensure that the employees of the Government are trained or exposed to the expertise of such foreign professionals pursuant to a programme for technology and knowledge transfer.

(b) Pursuant to clause 5.20(a) above, the CE shall provide training for a minimum of ...Specify number of government officer..... officials nominated by the Government to be competent and conversant in the implementation of the Project.

(c) The CE shall allow the employees of the Government to be involved in the implementation of the Project commencing from the Commencement Date of this Agreement until the Contract Expiry Date.

5.21. Intellectual Property Rights

(a) Any intellectual property rights arising out of design, plans, calculations, drawings, developed or used for or incorporated in the Services shall vest in and become the sole property of the Government free and clear of all liens, claims and encumbrances. The CE shall not during or at any time after completion on the Services or after the expiry or termination of this Agreement, in any way, question or dispute the ownership of the Government.

(b) The CE agrees to grant to the Government free from all royalties, fees and other charges, all licenses in respect of intellectual property rights now or hereafter owned or controlled by the CE or in respect of which the CE has or will have the right to grant licenses of any design, plans, calculations, drawings, developed or used for or incorporated in the Services or any part thereof.

(c) The CE shall defend and indemnify the Government from and against all claims, costs, damages, charges and proceedings whatsoever for or on account of infringement of any intellectual property rights in respect of any design, plans, calculations, drawings, documents, plant, equipment, machinery, material, methods or processes developed or used for or incorporated in the Services except where such infringement results from compliance with the Government's instructions in accordance with this Agreement.

(d) Where any infringement results from compliance with the Government's instructions in accordance with this Agreement, any royalties, damages or other monies which the CE may be liable to pay to the persons entitled to such intellectual property rights shall be reimbursed by the Government.

PART C

GOVERNMENT'S OBLIGATIONS AND RIGHTS

6.0 GOVERNMENT'S OBLIGATIONS

6.1. Appointment of GR

(a) The Government shall appoint the person under item 5 in **Appendix 7** of this Agreement or other persons from time to time as the Government Representative ("GR") to carry out its obligations and to exercise its right under this Agreement, and the GR shall have the power to carry out such obligations and exercise such rights on behalf of the Government, except for the provisions under clause 10.0, 12.0 and 13.0 which are expressly reserved to the officer authorized as named in the signatories to this Agreement or any other officer authorized under section 2 of the Government Contracts Act 1949 [Revised 1973].

(b) The CE shall comply with all instructions issued by the GR in regard to matters expressly empowered to the GR to issue under this Agreement.

6.2. Obligation to give instructions, decisions, etc. without delay

(a) All instructions, notifications, consent or approval issued by the Government or the GR shall be in writing. However the GR may, where necessary issue oral instructions, notifications, consent or approvals and such oral instructions, notifications, consents or approvals shall be followed in writing not later than seven (7) days thereafter.

(b) If the CE requires a decision from the Government for the performance of its Services under this Agreement, the CE shall submit its request in writing to the GR and the GR shall give its decision within the period stipulated under item 6 in **Appendix 7** of this Agreement.

6.3. Obligation to Supply Relevant Information and Assistance

(a) The CE may request all the necessary and relevant information which are in the possession of the Government required for purposes of carrying out of its Services under this Agreement. Notwithstanding the request, the Government shall have the discretion to supply the necessary information it deems relevant.

(b) Any necessary and relevant information supplied by the Government to the CE pursuant to clause 6.3(a) of this Agreement shall not relieve the CE of any of the CE's obligations under this Agreement.

(c) The Government gives no warranty in any manner whatsoever for the data, report, map, photograph, plan, drawing, record or other information either as to the accuracy or sufficiency or as to how the same should be interpreted and the CE, when he makes use of and interprets the same,

shall do so entirely at his own risk and it shall not constitute a breach of obligation on the part of the Government under clause 6.3(a) of this Agreement if such data, report, map, photograph, plan, drawing, record or information is not accurate or sufficient for the purpose of performing the CE's obligation under this Agreement.

(d) Where necessary, the Government shall assist the CE to obtain, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Government shall not be responsible for any damage to such land or any property thereon resulting from such access.

6.4. Payment to the CE for Services

(a) In consideration for the performance of the Services, the Government shall pay or reimburse to the CE –

(i) the Contract Price consist of the fixed ceiling consulting fee as specified in **Appendix 6B** ("Fixed Ceiling Consulting Fees"), supervision fee and the ceiling out of pocket expenses as specified in **Appendix 6C.** If the actual costs incurred in the performance of the Services does not exceed the Fixed Ceiling Consulting Fee downward adjustments can be made in accordance with **Appendix 6A** and **Appendix 6B**. The payment shall include amongst others the Government Service Tax, which amount shall be paid by the Government to the CA upon the CE giving proof of the registration of the Service Tax Act 2018 with the Royal Customs Department of Malaysia. A copy of the registration of Government Service Tax with the Royal Customs Department of Malaysia is attached in **Appendix 11** of this Agreement.

(ii) Notwithstanding clause 6.4(a)(i), the Fixed Ceiling Consulting Fees as specified in **Appendix 6B** is fixed and cannot be adjusted throughout the Contract Period even if the Contract Sum for the Works exceeds the Estimated Contract Sum for Works or there is a change of the scope of Service or increase in the value of Works.

(iii) However the Fixed Ceiling Consulting Fees as specified in **Appendix 6B** shall be adjusted and reduced proportionately according to the following formula if the Contract Sum for the Works is less than the Estimated Contract Sum for Works or there is a change of the scope of Service or reduce in the value of Works:

$$\frac{\text{Contract Sum for the Works}}{\text{Estimated Cost for the Works}} \times \text{Ceiling of the Consulting Fee}$$

(b) Payments under this Agreement shall be made progressively in stages/phases in accordance with the Schedule of Payment as in **Appendix 12** upon the CE furnishing to the Government all relevant drawings, design, reports, records and data when submitting request for payment.

(c) Payment to the CE shall be made within thirty (30) days upon receiving the proper invoices, vouchers and other appropriate supporting materials from the CE and be deposited to the account of the CE as specified under item 7 in **Appendix 7.**

(d) If any item or part of an item of an account/claims/invoices rendered by the CE is reasonably disputed or reasonably subject to question by the Government, the Government shall within thirty (30) days after receipt of the invoice by the GR inform the CE in writing of all items under dispute or subject to question. Payment by the Government of the remainder of the invoice shall not be withheld on such grounds.

(e) Except as otherwise agreed between the Government and the CE, payments in respect of all fees and expenses incurred by the CE shall be made in Ringgit Malaysia.

(f) If the CE intends to claim any additional payment pursuant to any clause of this Agreement, the CE shall within ninety (90) days of the occurrence of such event or circumstances or instructions give notice in writing to the GR of its intention for such claim and submit full particulars of the claims together with supporting documents, for the approval of the Government. If the CE fails to comply with this clause, the CE shall not be entitled to such claim and the Government shall be discharged from all liability in connection with the claim.

(g) Final payment of the Contract Price shall be made only after the final Deliverables and a final account, identified as such, have been submitted by the CE and approved as satisfactory by the Government. Any amount which the Government has paid or caused to be paid in excess of the costs actually incurred shall be reimbursed by the CE to the Government within thirty (30) days after receipt by the CE of notice thereof.

6.5. Withholding Payment

(a) The Government may by giving written notice to the CE, and without prejudice to any other rights the Government may have under this Agreement, withhold payments to the CE under this Agreement, upon the occurrence and continuance of any of the following events:

(i) the CE commits any breach of the terms and conditions of this Agreement; or

(ii) the progress of the Services fails to measure up to the aggregate payment made to date; or

(iii) any other condition which has arisen, which in the opinion of the Government, interferes or threatens to interfere with the successful carrying out of the Project or the accomplishment of the purposes of this Agreement; or

(iv) any failure of the CE to deliver the Services to the satisfaction of the Government.

(b) The CE may apply to the Government, within fourteen (14) days after receiving notice referred to in clause 6.5(a) to review the decision to withhold payments by submitting documents and other evidence to substantiate its claims that the Services is compatible to the payments received. The Government's decision on the application shall be final and conclusive.

7.0 GOVERNMENT'S RIGHTS

7.1. Proprietary Rights of The Government in Relation to Documents

(a) All reports and relevant data such as plans, statistics and supporting records or material compiled or prepared by the CE in the course of this Agreement shall be the absolute property of the Government throughout their preparation and at all times thereafter. The Government shall have the sole and exclusive right, title and ownership to the documents.

(b) The CE shall deliver all the plans, statistics and supporting records or material compiled or prepared in the course of this Agreement to the Government upon the Contract Expiry Date or earlier termination of this Agreement. The CE shall not use any information in the documents for purposes unrelated to this Agreement without the prior written consent of the Government save and except where the same is required by law or any other regulatory authority or for the purposes of the CE's quality performance review processes.

(c) The CE shall not publish alone or in conjunction with any other person any articles, photographs or other illustration relating to the Services unless with the prior written consent of the Government.

(d) The Government reserves the right to make use of all documents including drawings and specifications relating to the Services at any time and for any purpose it so wishes.

PART D

DISPUTE RESOLUTIONS

8.0 DISPUTE RESOLUTION

8.1. Dispute Resolution by Government Representative

(a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) which are not capable of being amicably resolved between the Parties may be referred to the appointed GR.

(b) The GR who is appointed for such purposes shall undertake to resolve such dispute with all fairness and endeavour to achieve the best possible solution for the Parties.

(c) If the Consultant:

(i) fail to receive a decision from the GR within seven days (7) days after being requested to do so; or (ii) is dissatisfied with any decision of the GR.

then such dispute or difference shall be referred to Dispute Resolution Committee within fourteen days (14) days.

8.2. Dispute Resolution Committee

(a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee (hereinafter referred to as the “Dispute Resolution Committee"), comprising –

(i) Deputy Secretary of the Ministry/ Head of Department as the Chairman; (refer to 1PP/PK3.10)

(ii) one (1) representative to be appointed by the Government; and

(iii) one (1) representative appointed by the Consultant.

(b) The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any matter referred to it.

8.3. Arbitration

(a) If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant Parties within forty five (45) days after the date of referral, 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 Kuala Lumpur Regional Centre for Arbitration 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.

(b) Such reference shall not be commenced until after the completion or alleged completion of the Project or determination or alleged determination of the CE's employment under this Contract, or abandonment of the Project, unless with the written consent of the Government and the CE.

(c) In the event that such consent has been obtained in accordance with clause 8.3(b), 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 Agreement.

(d) 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.

(e) The award of the Arbitrator shall be final and binding on the Parties.

(f) In the event of the death of the arbitrator or his unwillingness or inability to act, then the Government and the CE upon agreement shall appoint another person to act as the arbitrator, and in the event the Government and the CE fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Kuala Lumpur Regional Centre for Arbitration.

(g) this clause, "reference" shall be deemed to be reference to arbitration within the meaning of the Arbitration Act 2005.

(h) The arbitration shall be governed by the Arbitration Act 2005 and the laws of Malaysia.

PART E

SUSPENSION AND TERMINATION

9.0 SUSPENSION

9.1. Suspension and Resumption of Services

(a) The GR may at any time instruct the CE to suspend part or all of the Services by the giving the CE due notice in writing.

(b) Upon receipt of such instruction, the CE shall suspend part or all of the Services for such time and in such manner as specified in the instruction and shall duly protect, store and secure the Services against any deterioration, loss or damage.

(c) During the suspension period, the CE shall continue to perform his obligations under the Agreement which is not affected by the instruction to suspend, including the obligation to effect and maintain insurance.

(d) The GR may instruct the CE to resume the Services at any time thereafter. Upon receipt of such instruction the CE shall resume the Services and the Parties shall jointly examine the Services affected by the suspension. The CE shall make good any deterioration or defect in or loss of the Services which has occurred during the suspension. The CE shall also take all necessary actions to mitigate the expenses incurred.

9.2. Extension of Time

(a) If the CE suffers delay and/or incurs expenses in complying with the instruction under clause 9.1 and in resumption of the Services, and if such delay and/or expenses was not foreseeable by the CE, the CE shall give notice for extension of time. PROVIDED THAT the CE shall not be entitled to such extension if the suspension is due to a cause attributable to the CE and the CE shall not be entitled to payment of loss and expenses if the CE−

(i) fails to take measures specified in clause 9.1(b); and

(ii) fails to take all necessary action to mitigate the expenses incurred.

(b) In the event such suspension shall continue for a period of more than twelve (12) months, the Parties shall then discuss whether to mutually terminate the Agreement or suspend the Services for a further period.

9.3. Consequences of Mutual Termination

(a) If this Agreement is mutually terminated under this clause-

(i) clause 11.1 (b) shall apply; and

(ii) payment obligations including all costs and expenditure incurred by the Government and the CE shall be ascertained in accordance with clause 14.

10.0 TERMINATION BY THE GOVERNMENT

10.1. Withholding Payment

If any of the conditions referred to in clause 6.5(a) shall have happened and be continuing for a period of fourteen (14) days after the Government has given written notice of withholding of payments to the CE under this Agreement, the Government may by written notice to the CE terminate this Agreement.

10.2. Default by the CE

(a) In the event the CE without reasonable cause −

(i) suspends the implementation of the Services;

(ii) fails to proceed regularly and diligently with the performance of its obligations under this Agreement;

(iii) fails to execute the Services in accordance with this Agreement ;

(iv) persistently neglects to carry out its obligations under this Agreement;

(v) defaults in performing the duties under this Agreement; or

(vi) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

(hereinafter referred to as the “CE Default”), then the Government shall give notice in writing (hereinafter referred to as the “Default Notice”) to the CE specifying the default and requiring the CE to remedy such defaults within fourteen (14) days from the date of issuance of the Default Notice (hereinafter referred to as the “Remedy Period”). If the CE fails to remedy the relevant default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect to the CE.

10.3. Events of Default

(a) If at any time during the Contract Period-

(i) the CE goes into liquidation or compounds with or enter into an arrangement or compositions with its creditors;

(ii) an order is made or resolution is effectively passed for winding up of the CE (except for the purpose of restructuring or amalgamation with the written consent of the Government, which consent shall not be unreasonably withheld);

(iii) a provisional liquidator, receiver or manager of its business or undertaking is appointed, or possession taken by or on behalf of the creditors or debenture holders secured by a floating charge of any property comprised in or subject of the said floating charge over the assets of the CE; or

(iv) execution is levied against a substantial portion of the CE's assets; or

(v) the CE assigns the whole or any part of this Agreement; or

(vi) the CE did not obtain prior written approval from the Government for any sale or transfer of company's equity throughout the contract period;

(vii) any of the CE's director is prosecuted for any offences; or

(viii) any other condition which has arisen, which in the opinion of the Government, interferes or threatens to interfere with the successful carrying out of the Services or the accomplishment of the purposes of this Agreement,

then the Government shall have the right to terminate this Agreement forthwith by giving notice to that effect.

10.4. Consequences of Termination by the Government

(a) Upon termination of this Agreement under clause 10.1, 10.2 or 10.3 the powers and rights granted by the Government to the CE and the obligations in this Agreement shall terminate immediately.

(b) The CE shall hence forth –

(i) cease all the Services immediately;

(ii) submit to the Government the detailed reports of the costs of the Services and other payments which has become due and owing

from the Government prior to the termination for verification and approval by the Government;

(iii) forthwith, at its own costs and expense, vacate and remove from the Project Management Team's office any equipment, machineries and materials belonging to the CE, its Personnel, employees, servants and agents and make good all damage caused by such removal or such detachment;

(iv) at no cost, hand over all plans, drawings, reports, records, documents, specifications and similar materials to the Government save and except its own working papers and archival copy of any advice, reports or opinion of which are retained to support any advise opinion or report that the CE may provide;

(v) terminate all the third party contract entered into by the CE in relation to the Project on or before the date of termination and the Government shall not be liable for any termination costs arising thereby and shall be indemnified and held harmless by the CE in respect hereof;

(vi) allow a third party to enter into an agreement with the Government or any person deemed necessary by the Government for the purpose of carrying out or completing the Services.

(vii) bear all liabilities, obligations, claims, suits or proceedings whatsoever exiting prior to and as at the date of termination arising out of or in connection with-

i. any other agreement entered by the CE in relation to its obligation under this Agreement; or

ii. any act of default, omission or negligence of the CE, its Personnel, employers, agents or servants,

and the Government shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings; and

(viii) pay to the Government not later than six (6) months after the date of termination the aggregate of-

(A) all amounts at that time which may be owing by the CE to the Government under this Agreement; and

(B) any costs and expenses (including any incidental costs and expenses) paid or incurred by the Government arising from such default including any additional costs incurred by the Government in having to engage third party to complete the Service in excess of the costs and expenses which would have been incurred by CE in completing the Services.

(c) The Government shall hence forth −

(i) pay the CE part of the consulting fees in proportion to the amount of the Services performed up to the date of termination;

(ii) deduct all costs, losses and damages incurred under 10.4 (b)(viii), from the payment then or thereafter due to the CE. The amount, if any, remaining to be paid thereafter to the CE and the amount under clause 10.4 (c)(i) shall constitute the CE's sole claim for payment following termination under clauses 10.1, 10.2 and 10.3;

(iii) be entitled to claim against the CE for any losses and/or damages suffered as a result of the termination; and

(iv) be entitled to appoint another consultant to perform the Services

(d) For the avoidance of doubt, the Parties hereby agree that the CE shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 10.4 (c)(i) (if any). The Parties further agree that the payment made by the Government under clauses 10.4 (c)(i) shall constitute as a full and final settlement between the Parties.

11.0 TERMINATION BY THE CE

(a) If the Government without reasonable cause fails to perform or fulfil any of its obligations which adversely affects the CE's obligations under this Agreement, then the CE may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within fourteen (14) days after receipt of such notice or such extended period as agreed by the Parties.

(b) If the Government fails to remedy the relevant default within such period or such other extended period as agreed by the Parties, the CE shall be entitled to terminate this Agreement at any time by giving notice to that effect.

11.1. Consequences of Termination by the CE

Upon such termination, the CE shall accept the following undertaking by the Government as full and complete settlement of all claims for payment under or arising out of this Agreement:

(a) the powers and rights granted by the Government to the CE and the obligations in this Agreement shall terminate immediately.

(b) The CE shall −

(i) cease all the Services immediately;

(ii) submit to the Government the detailed reports of the costs of the Services and other payments which has become due and owing from the Government prior to the termination for verification and approval by the Government;

(iii) forthwith, at its own costs and expense, vacate and remove from the Project Management Team's office any equipment, machineries and materials belonging to the CE, its Personnel, employees, servants and agents and make good all damage caused by such removal or such detachment;

(iv) at no cost, hand over all plans, drawings, reports, records, documents, specifications, drawings including intellectual property rights and similar materials to the Government;

(v) terminate all the third party contract entered into by the CE in relation to the Project on or before the date of termination and the Government shall not be liable for any termination costs arising thereby and shall be indemnified and held harmless by the CE in respect hereof;

(vi) allow a third party to enter into an agreement with the Government or any person deemed necessary by the Government for the purpose of carrying out or completing the Services;

(vii) bear all liabilities, obligations, claims, suits or proceedings whatsoever exiting prior to and as at the date of termination arising out of or in connection with-

a. any other agreement entered by the CE in relation to its obligation under this Agreement; or

b. any act of default, omission or negligence of the CE, its Personnel, employers, agents or servants,

and the Government shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings; and

(viii) pay to the Government not later than six (6) months after the date of termination the aggregate of all amounts at that time which may be owing by the CE to the Government under this Agreement.

(c) The Government shall −

(i) pay the CE part of the consulting fees in proportion to the amount of the Services performed up to the date of termination;

(ii) deduct all costs, losses and damages incurred under 10.4 (b)(viii), from the payment then or thereafter due to the CE. The amount, if any, remaining to be paid thereafter to the CE and the amount under clause 11.1 (c)(i) shall constitute the CE's sole claim for payment following termination under clause 11.1.

(iii) be entitled to claim against the CE for any losses or damages suffered as a result of the termination; and

(iv) be entitled to appoint another consultant to perform the Services.

(d) For the avoidance of doubt, the Parties hereby agree that the CE shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 11.1 (c)(i) (if any). The Parties further agree that the payment made by the Government under clause 11.1 (c)(i) shall constitute as a full and final settlement between the Parties.

12.0 TERMINATION ON NATIONAL INTEREST

(a) Notwithstanding any provisions of this Agreement, the Government may terminate this Agreement by giving not less than fourteen (14) days' notice to that effect to the CE (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.

(b) Upon such termination −

(i) clause 11.1(b) shall apply; and

(ii) the Parties hereby agree that the CA shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 11.1 (c)(i). The Parties further agree that the payment made by the Government under clause 11.1 (c)(i) shall constitute as a full and final settlement between the Parties.

13.0 TERMINATION ON CORRUPTION, UNLAWFUL ACTIVITIES, ILLEGAL ACTIVITIES OR BID RIGGING

(a) Without prejudice to any other rights of the Government, if the CE, its personnel, servants or employees is or are convicted by a court of law for corruption or unlawful or illegal activities or was found to be liable for

an infringement of a prohibition from performing an act of bid rigging under the Competition Act 2010 [Act 712], in relation to this Agreement or any other agreement that the CE may have with the Government, the Government shall be entitled to terminate this Agreement at any time, by giving immediate written notice to that effect to the CE.

(b) Upon such termination −

(i) clauses 10.4(b) and (c) be applicable;

(ii) the Government shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Government arising from such termination.

(iii) For avoidance of doubt, the Parties hereby agree that, subject to 13 (b)(i), the CE shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

14.0 FORCE MAJEURE

14.1. Events

Neither Party shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations under this Agreement or any part of them as a result of the occurrence of an Event of Force Majeure. An “Event of Force Majeure” shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall mean –

(a) war (whether declared or not), hostilities, invasion, armed conflict, acts of foreign enemy, insurrection, revolution, rebellion, military or usurped power, civil war, or acts of terrorism;

(b) ionising radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;

(c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;

(d) natural catastrophe including but not limited to earthquakes, floods, subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather; and

(e) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the CE or its employees, which

causes, or can reasonably be expected to cause either Party to fail to comply with its obligations,

PROVIDED THAT Event of Force Majeure shall not include economic downturn, non-availability or insufficient of fund or lack of financing on the part of the CE to perform its obligations under this Agreement.

14.2. Notification of Force Majeure

If any Event of Force Majeure occurs which renders a Party unable to perform or fulfil any of its obligations under this Agreement, the Party so affected shall immediately notify the other in writing of the occurrence of any Event of Force Majeure applicable to its obligations under this Agreement giving full details thereof and measures being taken by the Party so affected to reduce the severity of such event and subsequently the cessation of such event. If either Party does not agree that an Event of Force Majeure has occurred then the dispute shall be referred to the GR for a decision.

14.3. Termination by Force Majeure

If an Event of Force Majeure has occurred and either Party reasonably considers such Event of Force Majeure applicable to it to be of such severity or to be continuing for a period of more than six (6) months then the Parties may mutually terminate this Agreement.

14.4. Consequences of Termination due to Event of Force Majeure

If this Agreement is terminated pursuant to clause 14.3, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claims against each other save and except in respect of any antecedent breach.

14.5. Delay

(a) Any Party to this Agreement affected by the Event of Force Majeure who has complied with the requirement to provide notice in accordance with clause 14.2 shall not be liable for any delay in performing its obligation under this Agreement to the extent that such delay has been caused by one or more of Event of Force Majeure and the time for completion of any obligation under this Agreement shall be extended by the amount of the delay caused by such Event of Force Majeure. If the Parties do not agree as to the duration of the delay, the disagreement shall be referred to the GR for a decision.

(b) Notwithstanding clause 14.5(a), if the continuing occurrence of an Event of Force Majeure is of such severity that it frustrates the original intention and objective of the Parties hereto, the Parties hereto shall forthwith take steps to discuss the circumstances and the consequences of such event and shall consider how best to achieve the objectives of this Agreement in such circumstances and shall, if appropriate, give consideration to any amendment of this Agreement and the terms and conditions of such amendments.

14.6. Restoration

Notwithstanding any other provision in this Agreement, if an Event of Force Majeure occurs and this Agreement is not terminated then in any case where the delivery of the Services or any part thereof has been affected, the CE shall restore such Services to what it was immediately prior to the occurrence of that Event of Force Majeure at its own expenses. Where as a result of such restoration the CE is able to demonstrate that it has incurred substantial costs affecting the Services, the CE may apply to the Government for such remedies to enable the Company to recover the costs of such restoration.

14.7. Insurance

Notwithstanding any other Clause, the CE shall ensure that whenever reasonably practicable insurance is effected (whether by itself or by its contractors) to cover the occurrence of Events of Force Majeure, PROVIDED THAT such Events of Force Majeure are reasonably and practicably insurable.

PART F

GENERAL PROVISIONS

15.0 AMENDMENT

No modification, amendment or waiver of any of the provisions of this Agreement shall be valid unless it is made in writing by way of supplementary agreement specifically referring to this Agreement and duly signed by the Parties or its duly authorised representatives. The provision in respect of such amendment, variation or modification thereof shall be supplemental to and be read as an integral part of this Agreement which shall remain in full force and effect as between the Parties.

16.0 NOTICES

(a) Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing in Bahasa Malaysia or English language and delivered to the address or facsimile number of the Government or the CE, as the case may be, shown below or to such other addresses, or facsimile numbers as either party may have notified the sender and shall unless otherwise specified herein deemed to be duly given or made, in the case of delivery in person, when delivered to the recipient at such address or by facsimile transmission, when the recipient's facsimile number is shown on the sender's print-out for the transmission regarding the date, time and transmission of all pages, as specified under item 9 in **Appendix 7** of this Agreement.

(b) It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen days (14).

17.0 GOVERNING LAW

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

18.0 COMPLIANCE WITH LAWS AND REGULATIONS

(a) The CE shall comply with all applicable laws and regulations in Malaysia and all statutory requirements, standards and guidelines, regulating or relating to the conduct, trade, business of it's profession and shall be fully and solely liable for the provisions of the Services.

(b) The CE shall comply with relevant policies, procedures and regulations of the Government in carrying out the Services.".

19.0 SEVERABILITY

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

20.0 ASSIGNMENT

The CE shall not assign, transfer or novate this Agreement or any part of it or any benefit or interest conferred by this Agreement to any third party.

21.0 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties and none of them shall have any authority to bind the other in any way nor shall this Agreement be construed to constitute any party the agent of the other party.

22.0 ADVERTISEMENT

No advertisement in respect of this Agreement shall be published by the CE or with the CE's authority in the newspaper, magazine or in any forms of advertisement without prior written approval of the Government.

23.0 TIME

Time wherever mentioned, shall be of the essence of this Agreement.

24.0 COSTS AND STAMP DUTY

The CE shall solely bear the stamp duties, legal costs and fees in the preparation and execution of this Agreement and anything incidental thereto.

25.0 INCOME TAX

(a) The CE and Personnel, including any expatriate personnel and/or foreign Associated Consultant(s) for the Services shall submit the necessary tax returns as required by the Director-General of Inland Revenue in respect of their income in order that tax can be assessed.

(b) The Government shall deduct tax from all payments due to any expatriate personnel and/or foreign Associated Consultant(s) at the rate prescribed under the withholding tax laws in effect in Malaysia.

(c) The Government agrees to reimburse the foreign Associated Consultant(s) any excess payment in income tax.

26.0 SCHEDULES AND APPENDICES

All Schedules and Appendices herewith shall form an integral part of this Agreement and are to be taken as mutually explanatory of one another. However, if there is any ambiguity or discrepancy −

(a) between the Appendices with the terms and conditions of this Agreement, then the terms and conditions of this Agreement shall prevail over the Appendices; or

(b) in the Appendices of this Agreement, the GR and CE shall reach a mutual understanding to resolve the ambiguity or discrepancy.

27.0 WAIVER

Failure by any party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of its right to enforce the breach of such provision or any of the provision in this Agreement or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Agreement.

28.0 CUSTODY OF AGREEMENT

This Agreement shall be prepared in both original and certified duplicate copy. The original of this Agreement shall remain in the custody of the Government and shall be made available at all reasonable times for the inspection of the CE. The duplicate copy shall be kept by the CE.

29.0 SUCCESSORS BOUND

This Agreement shall be binding upon each of the Parties hereto and their respective successors in title.

PART G

SPECIAL PROVISIONS

[NOTE : WHERE THERE IS A NEED FOR SPECIAL CONDITIONS OVER AND ABOVE THE GENERAL CONDITIONS, THIS SECTION IS TO BE INSERTED BY THE RELEVANT AGENCY WITH THE APPROVAL OF THEIR RESPECTIVE LEGAL ADVISORS. OTHERWISE THIS PAGE TO BE LEFT AS SUCH ABOVE]

- None -

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and the year first hereinbefore appearing.

SIGNED for and on behalf of) ……(Signature)……..
THE GOVERNMENT) (Name, Designation & Department's Seal)

In the presence of:

…….....
Name of witness :
NR IC No. :

SIGNED for and on behalf of) ……(Signature)……
THE CE) (Name, Designation & Company's Seal)

In the presence of:

……
Name of witness :
NR IC No. :

PART A : SCHEDULE OF SERVICES

1.0 TYPES OF PROFESSIONAL SERVICES

(a) The professional services to be provided by the CE shall consist of any or combination of the following :

(i) Basic Professional Services
(ii) Additional Professional Services
(iii) Supervision On Site

(b) The CE shall provide basic professional services for any of the following types of works:

(a) **Type A Works** - namely civil and structural engineering works (other than structural engineering works in building), mechanical engineering works and electrical engineering works (other than the engineering systems in buildings).

(b) **Type B Works** - namely structural engineering works in buildings; i.e. all works in structural reinforced concrete, pre-stressed concrete, steel, timber and other materials or a combination of any of these, which are designed to transmit the weight of, and the load on, the building to the ground and includes the foundation and excavations connected with them.

(c) **Type C Work** - namely engineering systems in buildings; i.e. means all mechanical and electrical services, plant and equipment installed for the complete functionality of the building, including but not limited to :

- lighting, power and electrical distribution system;
- air-conditioning and mechanical ventilation system;
- fire-fighting and prevention system;
- stage lighting system and mechanism;
- hot and cold water system;
- steam generating system;
- gas distribution system;
- telephone distribution and intercommunication system;
- lightning protection system;
- electrical substation;
- public address system, personnel location and call system;
- radio and television system;
- security system
- lift, hoist, dumbwaiter and escalator
- standby generator
- soil and waste water piping system
- pumping installation within the building
- integrated building management system

- compressed air and vacuum system
- refrigeration and cooling water system.

2.0 BASIC PROFESSIONAL SERVICES

2.1. Type A Works - Basic Professional Services

The Basic Professional Services to be rendered by the CE in this paragraph include the provision of all expert technical advice and skills, which are normally required for the Works for which the CE has been engaged for any or all of the 5 stages below:

(a) Preliminary Stage

The Services to be provided by the CE at this stage include:

(i) investigating data and information relevant to the Works and considering any reports relating to the Works;

(ii) advising the Government on making any further topographical survey of the proposed site of the Works which may be necessary to supplement available topographical information;

(iii) advising the Government on the need to carry out any geotechnical investigation which may be necessary to supplement the available geotechnical information, arranging for such investigation, certifying the amount of any payments to be made by the Government to the persons, firms or companies carrying out such investigation under the CE's direction, and advising the Government on the results of such investigation;

(iv) advising the Government on the need for arrangements to be made, in accordance with paragraph 3.1 of this Schedule, for the carrying out of special surveys, special investigation or model tests and advising the Government of the results of any such surveys, investigations or tests carried out;

(v) consulting any local or other approving authorities on matters of principle in connection with the Works;

(vi) consulting any architect appointed by the Government in connection with the architectural treatment of the Works; and

(vii) preparing such reports and documents as are reasonably necessary to enable the Government to consider the CE's proposals, including alternatives for the constructions of the Works in the light of the investigations carried out by him at this stage, and to enable the Government to apply for approval in principle for the execution of the Works in accordance with such proposals from the appropriate authorities.

(b) Design Stage

The Services to be provided by the CE at this stage include:

(i) preparing designs, including reinforced concrete and structural steel work designs, and tender drawings in connection with the Works, including bar bending schedules, if required; and

(ii) preparing such condition of contract, specifications, schedules and bills of quantities as may be necessary to enable the Government to obtain tenders or otherwise award a contract for carrying out of the Works.

(c) Tender Stage

The Services to be provided by the CE at this stage comprise advising the Government as to the suitability for carrying out the Works of the persons, firms or companies tendering and as to the relative merits of the tenders, including relative merit of alternative tenders, prices and estimates received for carrying out the Works.

(d) Construction Stage

The Services to be provided by the CE at this stage include:

(i) advising on the preparation of formal contract documents, including Letter of Acceptance relating to the accepted tenders for carrying out the Works or any part thereof;

(ii) inspecting and testing during manufacture and installation such electrical and mechanical materials, machinery and plant supplied for incorporation in the Works as are usually inspected and tested by the CE, and arranging and witnessing acceptance tests;

(iii) advising the Government on the need for special inspection or testing other than that referred to in sub-paragraph 2.1(d)(ii) of this Schedule;

(iv) advising the Government on the appointment of site staff in accordance with paragraph 4.0 of this Schedule;

(v) issuing construction drawings to enable the Works to be carried out by the Contractor or any other party to facilitate the execution of the Works;

(vi) preparing any further bar bending schedules, designs and drawings, if required;

(vii) examining and approving the Contractor’s proposals and working drawings relating to the Works;

(viii) making such visits to site as the CE considers necessary to satisfy himself as to the performance of any site staff appointed pursuant

to paragraph 4.0 of this Schedule and to satisfy himself that the Works are executed generally according to contract or otherwise in accordance with good engineering practice;

(ix) giving all necessary instructions relating to the Works to the Contractor;

(x) issuing all certificates as required in the contracts;

(xi) performing any duties which the CE may be required to carry out in any contract for the execution of the Works;

(xii) delivering to the Government on the completion of the works such records and manufacturer's manuals as are reasonably necessary to enable the Government to operate and maintain the Works;

(xiii) delivering to the Government duly signed and endorsed as-built drawings prepared by the Contractor; and

(xiv) deciding any dispute or difference arising between the Government and the Contractor in connection with the Works and referred to the CE for his decision provided that this professional service shall not extend to advising the Government following the taking of any step in or towards any arbitration or litigation in connection with the Works.

(e) Defect Liability Period Stage

Wherever applicable, the Services to be provided by the CE at this stage include:

(i) in the event of non-conformance to the performance requirement of Works rendered, the CE shall be responsible for compiling, investigating, evaluating and forwarding proposal for rectification to the Contractor as well as to inspect and certify the completion of such rectification Works;

(ii) preparing an assessing of the performance of the Contractor to GR;

(iii) conducting or attending periodic maintenance meetings;

(iv) compiling all complaints and submitting the complaints to Contractor for rectification;

(v) monitoring, inspecting and certifying rectification Works done by the Contractor;

(vi) in the event the Contractor fails to carry out the rectification Works, the CE shall propose a means of getting the rectification done subject to approval from the Government;

(vii) inspecting and compiling final defects list at the end of Defects Liability Period and to monitor and certify the Works that have been carried out;

(viii) at the end of defect liability period, the CE shall certify that all defects have been carried out and then shall prepare and recommend the Certificate of Making Good Defects and closing of account to GR;

(ix) preparing and recommending the Certificate of Making Good Defects and closing of account;

(x) making recommendation to the Government regarding the competent persons necessary for the inspection and operation of the installation during its lifetime according to the law; and

(xi) any other responsibilities which are deemed necessary to be done by an engineer for the successful implementation of the Works.

2.2. Type B Works - Basic Professional Services

The Basic Services to be rendered by the CE in this paragraph include the provision of all expert technical advice and skills, which are normally required for the Works for which the CE has been engaged for any or all of the 5 stages below:

(a) Preliminary Stage

The Services to be provided by the CE at this stage include:

(i) investigating data and information relevant to the Works and considering any reports relating to the Works;

(ii) advising the Government on making any further topographical survey of the proposed site of the Works which may be necessary to supplement available topographical information;

(iii) advising the Government on the need to carry out any geotechnical investigation which may be necessary to supplement the available geotechnical information, arranging for such investigation, certifying the amount of any payments to be made by the Government to the persons, firms or companies carrying out such investigation under the CE's direction, and advising the Government on the results of such investigation;

(iv) advising the Government on the need for arrangements to be made, in accordance with paragraph 3.2 of this Schedule, for the carrying out of special surveys, special investigation or model tests and advising the Government of the results of any such surveys, investigations or tests carried out;

(v) consulting any local or other approving authorities on matters of principle in connection with the Works;

(vi) consulting any architect appointed by the Government in connection with the architectural treatment of the Works;

(vii) providing sufficient structural information to enable the architect to produce his sketch plan; and

(viii) preparing such reports and documents as are reasonably necessary to enable the Government to consider the CE's proposals, including alternatives for the constructions of the Works in the light of the investigations carried out by him at this stage, and to enable the Government to apply for approval in principle for the execution of the Works in accordance with such proposals from the appropriate authorities.

(b) Design Stage

The Services to be provided by the CE at this stage include:

(i) Developing the design of the Works in collaboration with the architect and others, preparing calculations, drawings and specifications for the Works to enable a bill of quantities to be prepared by others, consulting any local or other approving authorities in collection with the design of the Works and preparing typical details and typical calculations; and

(ii) preparing such calculations and details relating to the Works as may be required for submission to any appropriate authority, preparing all other drawings in sufficient details to enable construction to be carried out, and advising on conditions of contract and specifications relevant to the Works and on forms of tender and invitation to the tender as they relate to the Works.

(c) Tender Stage

The Services to be provided by the CE at this stage comprise advising the Government as to the suitability for carrying out the Works of the persons, firms or companies tendering and as to the relative merits of the tenders, including relative merit of alternative tenders, prices and estimates received for carrying out the Works.

(d) Construction Stage

The Services to be provided by the CE at this stage include:

(i) advising on the preparation of formal contract documents including Letter of Acceptance relating to the accepted tenders for the Works;

(ii) inspecting and testing during manufacture and installation such electrical and mechanical materials, machinery and plant supplied for incorporation in the Works as are usually inspected and tested by CE, and arranging and witnessing acceptance tests;

(iii) advising the Government on the need for special inspection or testing other than that referred to in sub-paragraph 2.2(d)(ii) of this Schedule;

(iv) advising the Government on the appointment of site staff in accordance with paragraph 4.0 of this Schedule;

(v) issuing construction drawings to enable the Works to be carried out by the Contractor or any other party to facilitate the execution of the Works;

(vi) preparing any further designs, specifications and drawings to enable the contractor to carry out the Works but shall not include the preparation of any shop details relating to the Works or any part of them;

(vii) examining and approving the Contractor's proposals and working drawings relating to the Works;

(viii) checking shop details for general dimensions and adequacy of members and connections;

(ix) approving the Contractor's testing procedures and inspecting the Works on completion;

(x) advising the Government or the architect as to the need to vary any part or the Works;

(xi) making such visits to site as the CE considers necessary to satisfy himself as to the performance of any site staff appointed pursuant to paragraph 4.0 of this Schedule and to satisfy himself that the Works are executed generally according to contract or otherwise in accordance with good engineering practice;

(xii) giving all necessary instructions relating to the Works to the Contractor;

(xiii) issuing all certificates as required in the contracts;

(xiv) performing any duties which the CE may be required to carry out in any contract for the execution of the Works;

(xv) delivering to the Government on the completion of the works such records and manufacturer's manuals as are reasonably necessary to enable the Government to operate and maintain the Works;

(xvi) delivering to the Government duly signed and endorsed as-built drawings prepared by the Contractor; and

(xvii) deciding any dispute or difference arising between the Government and the Contractor in connection with the Works and referred to the CE for his decision provided that this professional service shall not extend to advising the Government following the taking of any step in or towards any arbitration or litigation in connection with the Works.

(e) Defect Liability Period Stage

Wherever applicable, the Services to be provided by the CE at this stage include:

(i) in the event of non-conformance to the performance requirement of Works rendered, the CE shall be responsible for compiling, investigating, evaluating and forwarding proposal for rectification to the Contractor as well as to inspect and certify the completion of such rectification Works;

(ii) preparing an assessing of the performance of the Contractor to the GR;

(iii) conducting or attending periodic maintenance meetings;

(iv) compiling all complaints and submitting the complaints to Contractor for rectification;

(v) monitoring, inspecting and certifying rectification Works done by the Contractor;

(vi) in the event the Contractor fails to carry out the rectification Works, the CE shall propose a means of getting the rectification done subject to approval from the Government;

(vii) inspecting and compiling final defects list at the end of Defects Liability Period and to monitor and certify the Works that have been carried out;

(viii) at the end of defect liability period, the CE shall certify that all defects have been carried out and then shall prepare and recommend the Certificate of Making Good Defects and closing of account to GR;

(ix) preparing and recommending the Certificate of Making Good Defects and closing of account;

(x) making recommendation to the Government regarding the competent persons necessary for the inspection and operation of the installation during its lifetime according to the law; and

(xi) any other responsibilities which are deemed necessary to be done by an engineer for the successful implementation of the Works.

2.3. Type C Works - Basic Professional Services

The Basic Services to be rendered by the CE in this paragraph include the provision of all expert technical advice and skills, which are normally required for the Works for which the CE has been engaged for any or all of the 5 stages below:

(a) Preliminary Stage

The Services to be provided by the CE at this stage include:

(i) investigating data and information relevant to the Works and considering any reports relating to the Works;

(ii) consulting any local or other approving authorities on matters of principle in connection with the design of the Works;

(iii) providing sufficient preliminary information and approximate estimates (based on unit volume, unit surface area or similar bases of estimation) regarding the Works to enable the Government or the architect to prepare architectural sketch plans and budget estimates for the project;

(iv) consulting any architect appointed by the Government in connection with the architectural treatment of the Works; and

(v) preparing such reports and documents as are reasonably necessary to enable the Government to consider the CE's proposals, including alternatives for the construction of the Works in the light of the investigations carried out by him at this stage, and to enable the Government to apply for approval in principle for the execution of the Works in accordance with such proposals from the appropriate authorities.

(b) Design Stage

The Services to be provided by the CE at this stage include:

(i) preparing designs and tender drawings, and providing information as to plant rooms, main service ducts and other similar elements to be incorporated in the building structure, and information as to the approximate weights of items of heavy plant and equipment which are to be incorporated in the Works; and

(ii) advising on condition of contract, preparing specifications and schedules as may be necessary to enable Government to obtain tenders or otherwise award a contract for carrying out the Works,

and preparing such calculations and details relating to the Works as may be required for submission to any appropriate authorities.

(c) Tender Stage

The Services to be provided by the CE at this stage comprise advising the Government as to the suitability for carrying out the Works of the person, firms or companies tendering and as to the relative merits of tenders, including relative merit of alternative tenders, prices and estimates received for carrying out the Works.

(d) Construction Stage

The Services to be provided by the CE at this stage include:

(i) advising on the preparation of formal contract documents, including letter of acceptance relating to accepted tenders for carrying out the Works or part hereof;

(ii) inspecting and testing during manufacture and installation such materials and equipment supplied for incorporation in the Works where the inspection and test are within the technical competency of the CE, and arranging and witnessing the acceptance tests;

(iii) advising the Government on the need for special inspection or testing other than that referred to in sub-paragraph 2.3(d)(ii) of this Schedule;

(iv) advising the Government on the appointment of site staff in accordance with paragraph 4.0 of this Schedule;

(v) issuing construction drawings to enable the Works to be carried out by the Contractor or any other party to facilitate the execution of the Works;

(vi) examining and approving the Contractor's proposals and working drawings;

(vii) making such visits to site as the CE considers necessary to satisfy himself as to the performance of any site staff appointed pursuant to paragraph 4.0 of this Schedule and to satisfy himself that the Works are executed generally according to contract or otherwise in accordance with good engineering practice;

(viii) checking shop details and installation drawings;

(ix) approving the contractor's commissioning procedures and performance tests and inspecting the Works on completion;

(x) advising the Government or the architect as to the need to vary any part of the Works;

(xi) giving all necessary instructions relating to the Works to the Contractor;

(xii) issuing all certificates as required in contracts;

(xiii) performing any duties which the CE may be required to carry out in any contract for the execution of the Works;

(xiv) delivering to the Government on the completion of the Works such records and manufacturer's manuals as are reasonably necessary to enable the Government to operate and maintain the Works;

(xv) delivering to the Government duly signed and endorsed as-built drawings prepared by the Contractor; and

(xvi) deciding any dispute or difference arising between the Government and the Contractor in connection with the Works and referred to the CE for his decision provided that this professional service shall not extend to advising the Government following the taking of any step in or towards any arbitration or litigation in connection with the Works.

(e) <u>Defect Liability Period Stage</u>

Wherever applicable, the Services to be provided by the CE at this stage include:

(i) in the event of non-conformance to the performance requirement of Works rendered, the CE shall be responsible for compiling, investigating, evaluating and forwarding proposal for rectification to the Contractor as well as to inspect and certify the completion of such rectification Works;

(ii) preparing an assessment of the performance of the Contractor to GR;

(iii) conducting or attending periodic maintenance meetings;

(iv) compiling all complaints and submitting the complaints to Contractor for rectification;

(v) monitoring, inspecting and certifying rectification Works done by the Contractor;

(vi) in the event the Contractor fails to carry out the rectification Works, the CE shall propose a means of getting the rectification done subject to approval from the Government;

(vii) inspecting and compiling final defects list at the end of Defect Liability Period and to monitor and certify the Works that have been carried out;

(viii) at the end of defect liability period, the CE shall certify that all defects have been carried out and then shall prepare and recommend the certificate of making good defects and closing of account to GR;

(ix) preparing and recommending the Certificate of Making Good Defects and closing of account;

(x) making recommendation to the Government regarding the competent persons necessary for the inspection and operation of the installation during its lifetime according to the law; and

(xi) any other responsibilities which are necessary to be done by an engineer for the successful implementation of the Works.

3.0 ADDITIONAL PROFESSIONAL SERVICES NOT INCLUDED IN BASIC PROFESSIONAL SERVICES

3.1. Type A Works - Additional Professional Services

The Additional Professional Services to be provided by the CE include the following:

(a) (i) preparing any report or additional contract documents required for consideration of proposal for the carrying out of alternative works;

(ii) carrying out services consequent upon a decision by the Government to seek amendments to existing laws affecting the Works;

(iii) carrying out services in connection with any application made by the Government for any order, sanction, license, permit or other consent, approval or authorization (not including normal approval required from relevant technical authorities) necessary to enable the Works to proceed;

(iv) carrying out services arising from the failure of the Government to award a contract in due time;

(v) preparing details for shop fabrication of ductwork, metal, plastic and timber framework;

(vi) carrying out services consequent upon any abandonment of a contract by the Contractor or upon the failure of the Contractor to properly perform any contract beyond the control of the CE or upon delay by the Government in fulfilling its obligations or in taking any other step necessary for the due performance of the Works;

(vii) assisting and advising the Government with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and, if and when so required by the Government, attending and

giving or otherwise assisting the Government before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Works;

(viii) carrying out such other additional services, if any, as directed by the Government;

(ix) carrying out services in conjunction with any other persons employed to provide any of the services specified in subparagraph 3.1(b) of this Schedule; and

(x) providing project management services.

(b) (i) obtaining specialist technical advice on any abnormal aspects of the Works;

(ii) obtaining other professional services (Associated Consultants) for the Works;

(ii) providing services in connection with the valuation, purchase, sale or leasing of lands, and the obtaining of way-leaves; and

(iii) carrying out of marine, air and land surveys other than those referred to in sub-paragraph 2.1(a) of this Schedule; and the making of model tests or special investigations.

3.2. Type B Works - Additional Professional Services

The Additional Professional Services to be provided by the CE include the following:

(a) (i) preparing any report or additional contract documents required for consideration of proposals for the carrying out of alternative works;

(ii) carrying out services consequent upon a decision by the Government to seek amendments to existing laws affecting the Works;

(iii) carrying out services in connection with any application made by the Government for any order, sanction, license, permit or other consent, approval or authorization (not including normal approval required from relevant technical authorities) necessary to enable the Works to proceed;

(iv) checking and advising on any part of the project not designed by the CE;

(v) carrying out services arising from the failure of the Government to award a contract in due time;

(vi) carrying out services consequent upon any abandonment of a contract by the Contractor or upon the failure of the Contractor to properly perform any contract or upon delay by the Government in fulfilling its obligations or in taking any other step necessary for the due performance of the Works;

(vii) assisting and advising the Government with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and, if and when so required by the Government, attending and giving or otherwise assisting the Government before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Works;

(viii) carrying out such other additional services, if any, as directed by the Government;

(ix) preparing interim or other reports or detailed valuations including estimates or cost analysis based on measurement or forming an element of a cost planning service;

(x) carrying out services in conjunction with any other persons employed to provide any of the services specified in subparagraph 3.2(b) of this Schedule;

(xi) preparing preliminary estimates for the Works which are normally prepared by others including such persons as the architects, quantity surveyors and contractors; and

(xii) providing project management services.

(b) (i) obtaining specialist technical advice on any abnormal aspects of the Works;

(ii) obtaining other professional services (Associated Consultants) for the Works

(iii) surveying the site or existing works and installations;

(iv) providing investigation on the nature and strength of existing works and the making of model tests or special investigations;

(v) providing services in connection with the valuation, purchase, sale or leasing of lands, and the obtaining of way-leaves;

(vi) carrying out of marine, air and land surveys and making of model tests or special investigations; and

(vii) carrying out special inspection or tests advised by the CE under subparagraph 2.2(d)(iii) of this Schedule.

3.3. Type C Works - Additional Professional Services

The Additional Professional Services to be provided by the CE include the following:

(a) (i) preparing any report or additional contract documents required for consideration of proposal for the carrying out of alternative works;

(ii) carrying out services consequent upon a decision by the Government to seek amendments to existing laws affecting the Works;

(iii) carrying out services in connection with any application made by the Government for any order, sanction, license, permit or other consent, approval or authorization (not including normal approval required from relevant technical authorities) necessary to enable the Works to proceed;

(iv) checking and advising on any part of the project not designed by the CE;

(v) negotiating and arranging for the provision or diversion of utility services;

(vi) negotiating any contract or sub-contract with a contractor selected otherwise than by competitive tendering including checking and agreeing on the quantities and net costs of materials and labour, arithmetical checking and agreeing on the added percentages to cover overhead costs and profit;

(vii) carrying out services arising from the failure of the Government to award a contract in due time;

(viii) carrying out services consequent upon any abandonment of a contract by the Contractor or upon the failure of the Contractor to properly perform any contract or upon delay by the Government in fulfilling its obligations or in taking any other step necessary for the due performance of the Works;

(ix) assisting and advising the Government with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and, if and when so required by the Government, attending and giving or otherwise assisting the Government before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Works;

(x) preparing interim or other reports or detailed valuations including estimates or cost analysis based on measurement or forming an element of a cost planning service;

(xi) providing manuals and other documents describing the design, operation and maintenance of the Works;

(xii) carrying out services in conjunction with any other persons employed to provide any of the services specified in sub-paragraph 3.3(b) of this Schedule;

(xiii) providing project management services;

(xiv) preparing builder's work drawings, record drawings or any detailed schedules where necessary; and

(xv) carrying out such other additional services, if any, as directed by the Government.

(b) (i) obtaining specialist technical advice on any abnormal aspects of the Works;

(ii) obtaining other professional services (Associated Consultants) for the Works;

(iii) surveying the site or existing works and installations;

(iv) providing services in connection with the valuation, purchase, sale or leasing of lands, and the obtaining of way-leaves;

(v) making model tests or special investigations;

(vi) carrying out special inspection or tests advised by the CE under sub-paragraph 2.3(d)(iii) of this Schedule; and

(vii) carrying out commissioning procedures or performance tests.

4.0 SUPERVISION ON SITE

(a) The CE may be required to provide part-time or full-time engineering supervision on site. Where such service is required, the number of staff to be employed including the CE's own staff to be seconded to site for the purpose, shall be approved in writing by the Government.

(b) Unless otherwise agreed to by the approving authorities concerned, the CE shall be in full control of, and responsible for, construction supervision of the Works on site.

(c) If in the opinion of the CE, the nature of the work including the carrying out of any geotechnical and other investigations, topographic survey and test warrants full-time or part-time supervision on site in addition to the site visits made by the CE under sub-paragraphs 2.1(d)(vii), 2.2(d)(vii) and 2.3(d)(vi) of this Schedule (whichever is applicable), the CE shall advise the Government of the fact and also the desired qualification and experience which the site staff shall possess.

(d) All site staff shall be under the control of, and take instructions from the CE.

PART B : PAYMENT FOR PROFESSIONAL SERVICES

1.0 PAYMENT FOR PROFESSIONAL SERVICES

The CE in performing the Services described in Part A shall be paid in accordance with any or all of the following types/modes of payment:

a) Payment is based on Fixed Ceiling of Consulting Fee and shall be made in progressively in stages in accordance with the Schedule of Payment as in Schedule 12

- Basic Professional Services

- Additional Professional Services

b) Payment for Supervision On Site and Disbursements / Reimbursable is subject to the Ceiling of Supervision Fees and Out of Pocket Expenses and verification on the expenses incurred by the CE.

1.1 Payment When Works Are Damaged or Destroyed

If at any time before completion of the Works, any part of the Works or any materials, plant or equipment whether incorporated in the Works or not are damaged or destroyed, resulting in additional services being required by the Government to be carried out by the CE, provided always such damage was not due to the negligence on the part of the CE, then the CE shall be paid base on the Contract Price as in Clause 6.4 of the Agreement.

1.2 Payment Following Termination or Suspension by the Government

(a) In the event of the termination of this Agreement (unless such termination shall have been occasioned by the default of the CE) or the suspension of the Project by the Government, the CE shall be paid the following sums (less the amount of payments previously made to the CE):

(i) a sum deducible from the stage of Services completed at the time of termination or suspension; and

provided that the CE shall accept the said payments by the Government as full and complete settlement of all his claims for payment under or arising out of this Agreement.

(b) In the event that the CE is required to recommence its Services for the Project suspended by the Government, the CE shall be paid for the performance of its Services the sum payable to the CE base from the stage of Services pursant to paragraph 2 of this Schedule, the payments under sub-paragraphs 1.2(a)(i) and (ii) of this Schedule being treated as payments on account.

(c) Where the tendering of the Project (or any part thereof) is likely to be delayed for more than **twelve (12)** months or postponed at the request of the Government, the CE shall be paid according base from the stage of Services pursant to paragraph 2 of this Schedule.

(d) Where the Project is suspended or postponed after the tenders have been called, the fees payable to the CE shall be computed based on the lowest acceptable tender received.

(e) Where tenders are recalled and the Project is subsequently resumed, the total fees payable to the CE, inclusive of the fees paid under sub-paragraph 1.2(d) of this Schedule

(i) a sum deducible from the stage of Services completed at the time of termination or suspension

(f) Upon suspension or termination of this Agreement, the CE shall within the period specified under item 8 in Appendix 7 of this Agreement submit to the GR a statement of final account and supporting documentation showing in details the value of Services carried out in accordance with this Agreement.

(g) Within the period specified under item 9 in Appendix 7 of this Agreement, the GR shall verify the statement of account and its supporting documentation and evaluate the Services carried out and shall issue the final account for the Services.

(h) FOR THE AVOIDANCE OF DOUBT, the Parties hereby agree that the CE shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

1.3 Payment Following Termination by the CE

If there is a termination by the CE of his Services (unless the termination had been occasioned by the default or negligence of the CE), the CE shall be entitled to be paid the sums specified in sub-paragraphs 1.2(a)(i) of this Schedule less the amount of payments previously made to the CE.

2.0 STAGES OF PAYMENT OF FEES

(a) The fees payable to the CA for every stage of basic professional services, shall be as follows:

Table I – Stages of Payments

Stage	Type A , Type B and Type C Works
1. Preliminary stage	15%
2. Design stage (i)	30%
3. Design stage (ii)	15%
4. Tender stage	5%
5. Construction stage	30%
6. Defect Liability Period (DLP) stage	5%

(b) The CE shall be entitled to payments at intervals to be mutually agreed upon by the CE and the Government in proportion to the Basic Services rendered so that the total fees paid at the completion of each of the stages shall be equal to the percentages as set out in Table I.

(c) Unless otherwise specified or mutually agreed beforehand between the Government and the CE in this Agreement, the fee apportioned to each stage shall be paid in full, even if, under the circumstances in a particular case, the CE is not required to perform some of the Services listed under that stage in Paragraph 2.0 in Part A - Schedule of Services.

(d) Where there are variations to the works at any time during the course of construction which results in changes (reduction/increase) to the original contract sum, the fees for the services rendered by CE:

(i) under the completed Preliminary, Design,Tender stage and the completed Construction Stage, shall be based on the contract price as stated in Clause 6.4 (a)

(e) Notwithstanding subparagraph (e), where the CE has not completed all the services specified under the Schematic Design stage, the fee shall be based on an amount to be agreed between the CE and the Government, and in the absence of such agreement, the fee shall be derived on the basis of Time Cost.

(f) Where the payment is based on Time Cost, the proportions of the total fee for the Works to be paid to the CE shall be based on the completion of deliverables or on a pro-rated monthly basis or any other agreed stages of payment.

(g) Payment for site supervision services shall be paid on a monthly basis.

(h) Payment for disbursement / reimbursable shall be made on a monthly basis upon submission of receipts and invoices where applicable.

APPENDIX 1

APPENDIX 1 : TERMS OF REFERENCE

[TO BE INSERTED BY RELEVANT AGENCY]

To Include at least :

1. Project Brief

2. List & Mode of Deliverables

3. Scope of Services

    (a) Basic Services
    (b) Additional Services
    (c) Site Supervision (if applicable)

APPENDIX 2

APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION

[CE'S TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION-
TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 3

APPENDIX 3 : LETTER OF ACCEPTANCE

[THE LETTER OF ACCEPTANCE SHALL INCLUDE THE SIGNING PAGE AND EXECUTED BY THE CE - TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 4

APPENDIX 4 : CERTIFICATE OF REGISTRATION WITH PROFESSIONAL BOARD

[TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 5

APPENDIX 5 : DELIVERABLES

[TO BE INSERTED BY RELEVANT AGENCY]

No.	Deliverables Stages	Details	Due Date of Submission
1.			
2.			

APPENDIX 6A

APPENDIX 6A : SUMMARY OF TOTAL CONSULTING COST

ITEM	DESCRIPTION	AMOUNT (RM)
A	Ceiling Consulting Fee (Refer Appendix 6B)	
B	Supervision Fee (Refer Appendix 6C)	
C	Ceiling Out of Pocket Expenses (Refer Appendix 6C)	
	TOTAL CONSULTING FEE	
D	Government Service Tax (Refer to Service Tax Act 2018)	
	CEILING CONTRACT AMOUNT	

APPENDIX 6B

APPENDIX 6B : FIXED CEILING CONSULTING FEES (YURAN IKHTISAS)

[DETAILED BREAKDOWN/CALCULATION OF FEES-
TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 6C

APPENDIX 6C : SUPERVISION FEES & OUT OF POCKET EXPENSES

[DETAILED BREAKDOWN/CALCULATION OF OUT OF POCKET EXPENSES- TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 7

APPENDIX 7 : SCHEDULE OF AGREED ITEMS

Item	Clause of Agreement	Description	Remarks
1.	3.1	Commencement date	…… date to be inserted by Agency
2.	3.1	Contract period	…… week/month/year
3.	3.1	Contract Expiry date	…… date to be inserted by Agency
4.	3.2(b)	Period for negotiation of the terms and condition for extension of the contract period	…..... week/month/year prior to Contract Expiry Date
5.	1.1(i), 5.16(c), 6.1(a) & 8.1(a)	Government's Representative (GR)	…… designation/(s) to be inserted by Agency
6.	6.2(b)	Period for the Government to give decision	…… days to be inserted by Agency
7.	6.4(c)	CE's bank account details for purposes of payment	Name: …… Account No.:…….. Bank Address:……..
8.	5.3(b)	Formula for calculation of Liquidated and Ascertained Damages: LAD = % BLR x Fees 100 365 (subject to a minimum of RM100/- per day)	RM ..... /day
9.	16(a)	a) For the Government b) For the CE	a) Official Designation: Address: Fax No. : Tel. No : Email : b) Name of Firm : Address : Fax No. : Tel No.: Email :

APPENDIX 8

APPENDIX 8 : SERVICES IMPLEMENTATION SCHEDULE

[TO INCLUDE DUE DATE(S) OF SPECIFICALLY IDENTIFIED DELIVERABLES-
TO BE INSERTED BY RELEVANT AGENCY]

No	Deliverable stages	List of activities	Period of Implementations according to activities	Start Date (according to activities)	End Date (according to activities)

OR

GANTT CHART

APPENDIX 9

APPENDIX 9 : CE'S PERSONNEL

[TO BE INSERTED BY RELEVANT AGENCY]

No	Name of Personnel (inclusive of owner & principal)	Role in Team	Number of Years of Working Experience	Age	Employment Status with the firm (Permanent/ Temporary)	Full Name of Highest Academic Qualification (specify name of university)	Professional Certificates (list name of certificate and membership no. (if any))

APPENDIX 10

APPENDIX 10 : CE'S PERSONNEL TIME INPUT SCHEDULE (IF APPLICABLE)

[TO BE INSERTED BY RELEVANT AGENCY]

No.	Name of Personnel Involved in each stages	Total Time Input by each personnel and according to deliverable stages	Start Date (work commenced by each personnel)	End Date (work ended by each personnel)
Deliverable Stage XX				
1				
etc				
Deliverable Stage XX				
etc				
Deliverable Stage XX				
etc				

APPENDIX 11

APPENDIX 11 : CE'S SERVICES TAX LICENSE

[TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 12

APPENDIX 12 : SCHEDULE OF PAYMENT

[BREAKDOWN OF SCHEDULED PAYMENT BY STAGES/PHASES OR MONTHS-
TO BE INSERTED BY RELEVANT AGENCY]

CONSULTANCY SERVICES

FOR ..... Specify full name of project

CONTRACT NO. : ..... Specify contract number

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

Name of consultancy firm

……

Company registration no with Suruhanjaya Syarikat Malaysia (local company) or Board of Quantity Surveyors Malaysia Registration No. If foreign companies specify its registration number in its country)

(COMPANY NO. .....)

Table of Contents

1.0 DEFINITIONS AND INTERPRETATIONS 6
1.1. Definitions 6
1.2. Interpretations 7
1.3. Entire Agreement 9
2.0 APPOINTMENT AND CONSIDERATION 9
3.0 EFFECTIVE DATE AND DURATION OF THIS AGREEMENT 9
3.1. Contract Period 9
3.2. Extension of Contract Period 10
4.0 CQS'S REPRESENTATIONS AND WARRANTIES 11
5.0 CQS'S OBLIGATIONS 12
5.1. Quality of Services 12
5.2. Timeliness of Services 12
5.3. Consequences of Delay 12
5.4. Instructions by The Government 13
5.5. Tender Document and Final Account Services 13
5.6. CQS's Personnel 14
5.7. Information and Records 15
5.8. Liability 15
5.9. Indemnity 16
5.10. Insurance 16
5.11. Professional Indemnity Insurance 17
5.12. Emergency and Accident 17
5.13. Confidentiality 18
5.14. Notice of Delay 19
5.15. Assistance in Arbitration Inquiry or Litigation 19
5.16. Situation Beyond Control Of CQS 20
5.17. Prohibition on Association 20
5.18. Prohibition on Conflicting Activities 20
5.19. Independent Consultant 20
5.20. Technology and Knowledge Transfer 21
5.21. Intellectual Property Rights 21
6.0 GOVERNMENT'S OBLIGATIONS 22
6.1. Appointment of GR 22
6.2. Obligation to give instructions, decisions, etc. without delay 22
6.3. Obligation to Supply Relevant Information and Assistance 22
6.4. Payment to the CQS for Services 23
6.5. Withholding Payment 24

7.0 GOVERNMENT'S RIGHTS 25
7.1. Proprietary Rights of The Government in Relation to Documents 25
8.0 DISPUTE RESOLUTION 26
8.1. Dispute Resolution by Government Representative 26
8.2. Dispute Resolution Committee 26
8.3. Arbitration 27
9.0 SUSPENSION 28
9.1. Suspension and Resumption of Services 28
9.2. Extension of Time 28
9.3. Consequences of Mutual Termination 29
10.0 TERMINATION BY THE GOVERNMENT 29
10.1. Withholding Payment 29
10.2. Default by the CQS 29
10.3. Events of Default 30
10.4. Consequences of Termination by the Government 30
11.0 TERMINATION BY THE CQS 32
11.1. Consequences of Termination by the CQS 32
12.0 TERMINATION ON NATIONAL INTEREST 34
13.0 TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES 34
14.0 FORCE MAJEURE 35
14.1. Events 35
14.2. Notification of Force Majeure 36
14.3. Termination by Force Majeure 36
14.4. Consequences of Termination due to Event of Force Majeure 36
14.5. Delay 36
14.6. Restoration 37
14.7. Insurance 37
15.0 AMENDMENT 38
16.0 NOTICES 38
17.0 GOVERNING LAW 38
18.0 COMPLIANCE WITH LAWS AND REGULATIONS 38
19.0 SEVERABILITY 39
20.0 ASSIGNMENT 39
21.0 RELATIONSHIP OF THE PARTIES 39
22.0 ADVERTISEMENT 39
23.0 TIME 39
24.0 COSTS AND STAMP DUTY 39
25.0 INCOME TAX 39
26.0 SCHEDULES AND APPENDICES 40
27.0 WAIVER 40
28.0 CUSTODY OF AGREEMENT 40
29.0 SUCCESSORS BOUND 40
SPECIAL PROVISIONS 41
PART A : SCHEDULE OF SERVICES 43
1.0 TYPES OF PROFESSIONAL SERVICES 43
2.0 BASIC PROFESSIONAL SERVICES 43

Basic Professional Services For Building Works, Civil Engineering Works And Mechanical and Electrical Works, Interior Design Works or Landscaping Works Which Are Included In One Tender 43

3.0 ADDITIONAL PROFFESSIONAL SERVICES 44

3.1. Additional Professional Services during pre-contract 44

3.2. Additional Professional Services during post-contract 44

PART B : PAYMENT FOR PROFESSIONAL SERVICES 46

1.0 PAYMENT FOR PROFESSIONAL SERVICES 46

1.1 Payment When Works Are Damaged or Destroyed 46

1.2 Payment Following Termination or Suspension by the Government 46

1.3 Payment Following Termination by the CQS 47

2.0 STAGES OF PAYMENTS OF FEES 48

APPENDIX 1 : TERMS OF REFERENCE 49

APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION 50

APPENDIX 3 : LETTER OF ACCEPTANCE 51

APPENDIX 4 : CERTIFICATE OF REGISTRATION WITH PROFESSIONAL BOARD 52

APPENDIX 5 : DELIVERABLES..... 53

APPENDIX 6A : SUMMARY OF TOTAL CONSULTING COST 54

APPENDIX 6B : CONSULTING FEES 55

APPENDIX 6C : OUT OF POCKET EXPENSES 56

APPENDIX 7 : SCHEDULE OF AGREED ITEMS 57

APPENDIX 8 : SERVICES IMPLEMENTATION SCHEDULE 58

APPENDIX 9 : CQS'S PERSONNEL 59

APPENDIX 10 : CQS'S PERSONNEL TIME INPUT SCHEDULE 60

APPENDIX 11 : CQS'S SERVICES TAX LICENSE 61

APPENDIX 12 : SCHEDULE OF PAYMENT 62

CONTRACT NO. : ……Specify contract number……..

THIS AGREEMENT is made on ..Date (day).. day of ……Month and year……

BETWEEN

THE GOVERNMENT OF MALAYSIA as represented by…Name of Government Agency… whose address is at …Specify full address…... (hereinafter referred to as "the **Government**") of the first part;

AND

Name of the sole proprietorship/body corporate. (whichever is applicable)……,
Suruhanjaya Syarikat Malaysia Registration No./ Ministry of Finance Registration No.…… and Board of Quantity Surveyors Malaysia Registration No.Specify registration number……, a sole proprietorship or partnership registered in Malaysia or a body corporate incorporated under the Companies Act 2016 (whichever is applicable) and practicing as a Quantity Surveying Consultancy Practice, having its registered office at ….Specify full address…. hereinafter referred to as "**CQS**") of the other part.

The Government and the CQS shall individually be referred as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS -

(A) The Government intends to construct and complete ……Specify full name of project……. (hereinafter referred to as **"the Project"**) and is desirous of obtaining (hereinafter referred to as **"the Services"**) from the CQS in connection with the ……Specify field of the consultancy service…….. (hereinafter referred to as **"the Works"**).

(B) The CQS has submitted its proposal to the Government on the scope for the Services and both Parties have agreed on the scope of Services as per the Terms of Reference specified in **Appendix 1** and Technical Documents in **Appendix 2** of this Agreement.

(C) In furtherance of such intention, the Government has agreed to appoint the CQS and the CQS has agreed to such appointment to provide the Services necessary for the effective implementation of the Project. A copy of the Letter of Acceptance dated ……Date issued by Government…… is attached in **Appendix 3** of this Agreement.

NOW IT IS HEREBY AGREED as follows:

PART A

GENERAL

1.0 DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement, including the appendices, unless the context otherwise requires the following words and expressions used under this Agreement shall have the following meanings:

(a) "Agreement" means this document and shall comprise the clauses, schedules and appendices of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time;

(b) ''Associated Consultant" means other consultant(s) engaged by the CQS upon request and approval by the Government to carry out Services for any part of the project;

(c) "CQS" means the consulting quantity surveyors named in the Recitals of this Agreement, (a sole proprietorship, partnership or body corporate (whichever is applicable)) which is established or incorporated under the laws of Malaysia (for a body corporate – "Companies Act 1965 [Act 125]") and registered with the Board of Quantity Surveyors Malaysia (BQSM) under the Registration of Quantity Surveyors Act 1967 [Act 487] and engaged to provides professional quantity surveying consultancy services to the Government under this Agreement and shall include its personnel, servants, agents, heirs, assigns, administrators, successors and duly appointed representatives. A copy of the Certificate of Registration under the Registration of Quantity Surveyors Act 1967 [Act 117] is attached in **Appendix 4**;

(d) "Contractor" means any sole proprietorship, partnership or company engaged by the Government under a contract for the Project or to supply goods in connection with the Project or both and includes sub-contractors;

(e) "Contract Price" means the ceiling of consulting fee, supervision fee, and ceiling out of pocket expenses as specified under clause 2.0;

(f) Contract Period means the contract period as prescribed under Clause 3.1 herein;

(g) "Estimated Cost of the Works" the estimated cost of the Works for which the CQS is engaged to provide the Services;

(h) "Defects Liability Period" is as provided in the contract between the Government and Contractor;

(i) "Deliverables" means all deliverables (including designs, drawings, details, plans, calculations and reports) as specified in **Appendix 5** to be submitted to the Government by the CQS as particularly specified in the Terms of Reference in **Appendix 1** of this Agreement;

(j) "Contract Sum for the Works" means the Contract Sum accepted by the Government for the construction of the Works as stated in the Letter of Acceptance less contingency items;

(k) "Government's Representative ("GR") means the person under item 5 in **Appendix 7** or such other person as may be appointed from time to time by the Government and notified in writing to the CQS to carry out the duties of the GR and the person so designated or appointed may be described by position;

(l) "Services" means the professional consultancy services for the project which the Government has engaged the CQS to perform in accordance with the Term of Reference, Technical Documents and Deliverables as specified in **Appendices 1, 2** and **5**;

(m) "Professional Indemnity Insurance" means the insurances taken and maintained by the CQS covering its liability in respect of any negligence, error or omission acts of CQS and its employees under Clause 5.11;

(n) "Project" means the project of which the Works form a part;

(o) "Works" means the works described briefly in Recital (A) of this Agreement which the Government has engaged the Contractor to carry out and the CQS is appointed to perform Services and which may comprise those as specified under this Agreement.

1.2. Interpretations

In this Agreement, including the appendices/schedules/annexures, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) words denoting the singular number shall include the plural and vice versa;

(b) words denoting any gender shall include all genders

(c) words denoting persons shall include a body of persons, corporate or unincorporated;

(d) any reference to clauses, sub-clauses, appendices, annexures, schedules, paragraphs and sub-paragraphs shall be a reference to the clauses, sub-clauses, appendices, annexures, schedules, paragraphs and sub-paragraphs of this Agreement;

(e) reference to any party referred to in this Agreement shall include its successors or permitted assigns;

(f) reference to any document or agreement shall include reference to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(g) reference to any legislation or any provision of any legislation shall include statutory modification and any amendment, modification or any legislation or re-enactment of that legislation or any legislative provisions substituted for, and all regulations and statutory instruments issued under such legislation or provision;

(h) recital headings are for convenience only and shall not affect the interpretation and construction hereof;

(i) the recitals and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of any inconsistency between the terms of any of the appendices and the terms of this Agreement, the terms of this Agreement shall prevail over those appendices;

(j) any reference to an “amendment” includes any variation, deletion or addition and “amend” or “amended” shall be construed accordingly;

(k) any reference to “design” includes technical specifications, design drawings and any other relevant documentation;

(l) any reference to “law” includes any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, by-law or other legislative measure in Malaysia;

(m) any reference to a “day”, “week”, “month” or “year” is a reference to that day week, month or year in accordance with the Gregorian calendar;

(n) if any period of time is specified from a given day or a day of a given act or event, it is to be calculated exclusive of that day and if any such specified period of time or a day of a specified given act or event falls on a day which is not a Working Day, then such period of a specified time or a specified day of a given act or event is deemed to be on the next Working Day;

(o) any reference to “pay” or its cognate expressions includes payment made in cash or by way of bank draft (drawn on a bank licensed to carry on banking business under the provisions of the Financial Services Act

2013 [*Act 758*] and Islamic Financial Services Act 2013 [*Act 759*]) or effected through inter-bank transfers to the account of the payee giving the payee immediate access to available funds; and

(p) the recitals and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of any inconsistency between the terms of the appendices and the terms of this Agreement, the terms of this Agreement shall prevail over those appendices.

1.3. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, between the Parties in relation to such matter. The Parties hereby acknowledge that in entering into this Agreement, it has not relied on any representation or warranty save as expressly set out herein or in any document expressly referred to herein.

2.0 APPOINTMENT AND CONSIDERATION

The Government hereby appoints the CQS and the CQS accepts the appointment to provide the Services for a consideration of Ringgit Malaysia ……Specify total cost in word format…… only (RM……Specify total cost in number format……) as the ceiling contract amount (hereinafter referred to as the "**Contract Price**" and specified in **Appendix 6A** of this Agreement) which consists of Ringgit Malaysia ……Specify consulting fee in word format…… only (RM……Specify consulting fee in number format……) as the ceiling consulting fee (as specified in **Appendix 6B** of this Agreement) and Ringgit Malaysia ……Specify supervision fee in word format…… only (RM ……Specify supervision fee in number format……) as the ceiling for supervision fees and Ringgit Malaysia ……Specify out of pocket expenses in word format…… only (RM……Specify out of pocket expenses in number format……) as the ceiling out of pocket expenses (as specified in **Appendix 6C** of this Agreement) subject to the terms and conditions set forth in this Agreement as per the Letter of Acceptance dated ……Date issued by Government…… (as specified in **Appendix 3** of this Agreement).

3.0 EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

3.1. Contract Period

This Agreement shall be for a period of……Specify duration of consultancy period (week/month/year)……as specified under item 2 in **Appendix 7** (hereinafter referred to as the "**Contract Period**") commencing from ……Specify start date……(hereinafter referred to as "**Commencement Date**") and shall expire on the date as specified under item 3 in **Appendix 7 (**hereinafter referred to as the "**Contract Expiry Date**") unless terminated earlier in accordance with the provisions of Part E of this Agreement.

3.2 Extension of Contract Period

(a) The CQS shall, upon it becoming reasonably apparent that the progress of the Services is delayed, apply in writing to the Government for the approval of extension of the Contract Period. The CQS shall further furnish to the Government relevant information as to the causes of delay together with a revised Services Implementation Schedule, for the approval of the Government.

(b) The Government shall have the absolute discretion whether or not to consider such application. In the event the Government agrees to extend the Contract Period, the Government shall inform the CQS in writing pertaining to the period of extension. Provided that the extension on the Contract Period shall not affect the fixed ceiling consulting fee as specified in **Appendix 6B** in clause 2.0.

PART B

CQS'S REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

4.0 CQS'S REPRESENTATIONS AND WARRANTIES

The CQS hereby represents and warrants to the Government that –

(a) it is a corporation validly existing under the laws of Malaysia;

(b) it is registered as a consultancy firm with the Ministry of Finance Malaysia (MOF);

(c) it is a body corporate or partnership or sole-proprietorship registered under the Registration of Quantity Surveyors Act 1967 [Act 117] and exists validly under the laws of Malaysia;

(d) it shall keep current all such registrations and ensure their validity throughout the duration of this Agreement;

(e) it has the legal capacity to enter into and perform its obligations under this Agreement and to carry out the Services as contemplated by this Agreement;

(f) it has taken all necessary actions to authorize the entry into and performance of this Agreement and to carry out the Services contemplated by this Agreement;

(g) as at the execution date, neither the execution nor performance by the CQS of this Agreement nor any transactions contemplated by this Agreement will violate in any respect any provision of –

(i) its Memorandum and Articles of Association; or

(ii) any other document or agreement which is binding upon it or its assets;

(h) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;

(i) no corruption or unlawful or illegal activities or practices have been used to secure this Agreement;

(i) this Agreement constitutes a legal, valid and binding obligation of the CQS and is enforceable in accordance with its terms and conditions;

(j) it has the necessary financial, technical, and professional capability and expertise to provide the Services under this Agreement, and the CQS

acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

5.0 CQS'S OBLIGATIONS

5.1. Quality of Services

(a) The CQS shall maintain a professional standard of service and competence and shall exercise all reasonable skill, care and diligence in the discharge of the professional services agreed to be performed in this Agreement in the best interests of the Government and, in so far as their duties are discretionary, shall act fairly between the Government and any third party.

(b) The CQS shall have sufficient knowledge of current Local Authority requirements, bye-laws, local land acts and other regulations relating to the Project, and shall advice the Government accordingly in matters affecting the implementation of the Project.

5.2. Timeliness of Services

(a) The CQS shall prepare a draft services implementation schedule incorporating the key dates specified for carrying out the Services which shall be in accordance with the requirements of the Terms of Reference, for the approval of the Government.

(b) The agreed draft service implementation schedule as approved by the Government shall be the Service Implementation Schedule as in **Appendix 8**; which shall be amended only with the approval of the Government. Any subsequent changes or amendments approved by the Government shall form part and be read together with the Service Implementation Schedule.

(c) The CQS shall provide to the Government scheduled progress reports in such form and details as prescribed in the Terms of Reference.

(d) The CQS shall keep the GR informed on a day to day basis of all instructions, variations and design changes made or authorized by the CQS.

5.3. Consequences of Delay

(a) If the CQS fails to deliver any Deliverables by the due date(s) agreed by both parties as specified in **Appendix 5** of this Agreement without reasonable cause, the CQS shall pay Liquidated and Ascertained Damages (LAD) to the Government for the delay. The period of delay shall be calculated beginning from the scheduled delivery date and ending on the actual date as delivered and submitted to the Government.

(b) The LAD shall be computed on a daily basis for each day of delay at every stage of Deliverables based on the formula specified under item 9 in **Appendix 5** of this Agreement.

5.4. Instructions by The Government

(a) The CQS shall comply with all instructions issued by the Government in regard to matters expressly empowered under this Agreement. The CQS shall follow the Government procedures so far as possible and shall obtain prior approval in writing from the Government of any departures from such procedures. Nothing in this clause shall be deemed to affect the responsibilities of the CQS in connection with the Services.

(b) The CQS shall attend or be represented at all meetings convened by the Government to which the CQS may be summoned, and shall advise and assist the Government on all matters relating to the Services.

5.5. Tender Document and Final Account Services

(a) Where the CQS is required by the Government to provide tender document for the Works, the CQS shall guarantee to the Government the adequacy and completeness of the documents and that the documents have been prepared in accordance with sound industry practice.

(b) The CQS shall prepare bills of quantities in accordance with the principles of the current edition of the Standard Method of Measurement of building works published by the Institution of Surveyors Malaysia (ISM) and other established method of measurement sanctioned by the ISM.

(c) The CQS shall strictly comply with the project brief and approved ceiling project cost as specified under the Terms of Reference.

(d) All specification, bills of quantities or other documents, matters or things prepared by the CQS for or in connection with any invitation for tenders shall not be used for such purpose unless they shall first have been approved by the GR. No such approval shall affect the responsibility of the CQS in connection with the Services.

(e) Where the CQS is required by the Government to finalise account of the Works, the CQS shall complete the Statement of Final Account and deliver the Statement of Final Account to the GR within the period specified under item 8 in **Appendix 7** of this Agreement.

(f) All documents in relation to the Services to be provided by the CQS to the Government shall be endorsed and signed by the CQS's Principal.

(g) If any defect, insufficiency or inadequacy in the documents shall be apparent, or if there shall arise a need for any variation to the Works as a result of any defect, fault, insufficiency or inadequacy in the documents prepared by the CQS, the Government shall issue to the CQS a notice specifying the default and requiring the CQS to remedy the same within

the period specified by GR at the CQS's own cost and expense. If the same is not remedied, the Government shall be entitled, without prejudice to any other rights or remedies it may possess against the CQS under this Agreement or at law, to claim and recover from the CQS any payment for any loss and/or damages suffered or any other expenses incurred as a result thereof.

(h) Notwithstanding Clause 5.5(g), the Government may elect to remedy the defect, insufficiency or inadequacy in the documents as at the time such defect, insufficiency or inadequacy is established and the Government shall be entitled to deduct the amount up to the limit of sum certified by the GR to be the sum required to remedy the same from any money due or to become due to the CQS under this Agreement, failing which such sum shall be recovered from the Professional Indemnity Insurances taken by the CQS or as a debt from the CQS.

5.6. CQS's Personnel

(a) The CQS shall provide efficient, suitably qualified and experienced Personnel and acceptable to the Government to carry out the Services.

(b) The Services shall be carried out by the CQS's Personnel as specified under **Appendix 9** hereof within the time and stage as specified in the Service Implementation Schedule in **Appendix 8.**

(c) The Project Manager of the CQS as specified in **Appendix 9** shall be responsible for the management of the CQS's Personnel for the Services as well as to act as liaison between the CQS and the Government.

(d) The CQS shall ensure the Personnel are dedicated to the Services and give priority to the performance of their respective portions of the Services assigned to them over any other works, tasks and assignments in relation to other existing or future projects.

(e) No Personnel shall be engaged by the CQS or its affiliates for other work or project without the prior written consent of GR.

(f) There shall be no changes or substitutions in the CQS's Personnel set forth in **Appendix 9** without the prior written approval of the Government. If for any reason beyond the reasonable control of the CQS, it becomes necessary to replace any of the CQS's Personnel, the CQS shall forthwith provide as a replacement, a person of equivalent or better qualification and experience to the Government at no additional cost to the Government of which the Government shall consider without undue delay.

(g) No Personnel shall be engaged by the CQS or its affiliates for other work or project without the prior written consent of GR.

(h) In the event the number of CQS's Personnel as specified in **Appendix 9** is reduced without the prior written approval of the Government, the

Government shall have the right to deduct the Consulting Fee based on CQS's Personnel Time Input Schedule as specified in **Appendix 10.**

(i) The CQS shall ensure that any changes, substitution or replacement of Personnel shall not affect the term and the implementation for the provision of the Services.

(j) Notwithstanding clause 5.6(f), the GR may at any time request the CQS to reduce the number of the Personnel according to the progress of the Works.

(k) The GR may with the agreement of the CQS, direct the CQS, within a time frame of not less than fourteen (14) days, to remove any Personnel who, in the opinion of the GR, is lacking in appropriate skills or qualifications, engages in misconduct or is incompetent or negligent.

5.7. Information and Records

(a) The CQS shall furnish the Government such information in relation to the Services as the Government may from time to time reasonably request.

(b) The CQS shall keep accurate, systematic and up-to-date records and accounts in respect of the provision of the Services in such form and details as is customary in the profession or as may be required by the Government from time to time as shall be sufficient to establish accurately that the costs and expenditure referred to in **Appendix 6A, Appendix 6B and Appendix 6C** of this Agreement have been duly incurred.

(c) The CQS shall permit the GR from time to time to inspect their records and accounts relating to the Services and to make copies thereof and shall permit the Government or any person authorized by the Government, from time to time, to audit such records and accounts during the performance of the Services.

(d) In the event of failure occurring after the completion of the Project, the CQS may be required by the Government to submit a report detailing probable cause and remedial action. References shall be made to all kept records and accounts.

5.8. Liability

The CQS agrees that it shall provide the Services under this Agreement in good faith and hereby warrants that the Services provided under this Agreement meet the professional standards for consultancy in the relevant field.

5.9. Indemnity

The CQS agrees with the Government that –

(a) the CQS shall perform all of its obligations under this Agreement at its own risk and releases, to the fullest extent permitted by law, and shall indemnify and keep the Government and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from carrying out of the Services except where such accident, damage, injury or death is caused or contributed to by any act or omission or negligence of the Government or its agents and servants and the CQS expressly agrees that in the absence of any such act, omission or negligence as aforesaid the Government shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death.

(b) the CQS shall indemnify and keep the Government indemnified from and against all actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (legal cost) charges and expenses whatsoever to which the Government shall or may be or become liable in respect of or arising from -

(i) the negligent use or act, misuse or abuse by the CQS or the CQS's Personnel, servants, agents or employees appointed by the CQS in the performance of the Services; or

(ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to by carrying out the Services by the CQS to any person and not caused by the negligence or willful act, default or omission of the Government, its agents or servants; or

(iii) any loss, damage or injury from any cause whatsoever to property or persons affected by the Services to the extent to which the same is occasioned or contributed to by the act, error**,** omission, neglect, breach or default of the CQS or the CQS's Personnel, servants, agents or employees; and

(c) the obligations under this clause shall continue after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

5.10. Insurance

The CQS shall at its own cost and expense effect and maintain all necessary insurance including insurances for its professional quantity surveyor, graduate quantity surveyor, sub-professional staff and employees. The insurance shall be valid until the expiry of the Defect Liability Period.

5.11. Professional Indemnity Insurance

(a) The CQS warrants that the CQS has taken and is maintaining its own cost and expense a professional indemnity insurance covering its liabilities in respect of any act of negligence, error or omission of the CQS, its employees, partners, servants and any persons under its supervision in the course of providing the Services under this Agreement. The professional indemnity insurance shall be valid and irrevocable not less that twelve (12) months after the expiry of the Defect Liability Period.

(b) The GR may at any time request the CQS to produce a copy of the insurance policy as evidence that the insurances required under this clause are being maintained and remain valid not less than twelve (12) months after the expiry of the Defect Liability Period.

5.12. Emergency and Accident

(a) Where any accident, failure or other event occurs due to any cause whatsoever to, in or in connection with the Services provided for the Works or any part thereof either during the execution of the Works or during the Defect Liability Period or the period thereafter, the CQS shall immediately report to the Government of the accident, failure or event together with the CQS's proposal on any interim measures required to be taken.

(b) The CQS shall conduct a full investigation on the accident, failure or event if directed in writing by the Government in order to determine the cause or reason for the accident, failure or event and submit a report of the investigation to the Government together with the CQS's proposals for remedial works in respect thereof.

(c) If the Government directs the CQS to carry out any remedial works as specified under clause 5.12 (b), the CQS shall carry out the remedial works within fourteen (14) days from the date of the written direction.

(d) The CQS shall immediately obtain the approval of the Government before giving any instruction for any variation of works required if an accident, failure or event had occurred and any delay in carrying out the variation will cause claims against the Government or involve danger to life or property.

(e) In the event that the Government decides that the investigation in relation to the accident, failure or event which occurred should be carried out by the Government, its employee or any person or body appointed or authorized by the Government, the CQS shall give full co-operation and render all necessary assistance and facilities including the giving of access to all specifications, designs, records and other available information relating to the Works as may be required by the Government, its employee or such authorized person or body at no additional cost.

(f) If the accident, failure or event occurred is not due to the negligence, error, omission, default or poor supervision of the CQS, then the Services provided by the CQS hereto during the Defect Liability Period shall be construed as part of the Basic Professional Services and the CQS is not entitled to claim for any additional payment. Any services required from a third party for works not within the scope of Basic Professional Services described in **Appendix 1** of this Agreement shall also be paid accordingly by the Government.

(g) If the investigation reveals that the accident, failure or event which occurred is due to the negligence, error, omission, default or poor supervision of the CQS, and its negligence, error, omission, default or poor supervision had resulted in injury, damage or loss of any person or property, then the CQS shall be responsible for the injury, damage or loss caused to any person or property and shall undertake to−

(i) pay any person for the injury, damage or loss suffered by any person or his property; and

(ii) repair, replace or make good all injury, damages and/or pay all expenses and costs pertaining to injury and loss suffered by that person or his property.

(h) In the event that the CQS fails to comply with clause 5.12(g) and the Government is held liable for damages to any person for injury, damage or loss suffered, or has to repair or make good such damages and/or losses, such payment shall be deducted from any payment due to the CQS under this Agreement or shall be claimed from the CQS as a debt due to the Government.

5.13. Confidentiality

(a) Except with the prior written consent or the instructions of the Government, the CQS shall not at any time communicate to any person or body or entity any confidential information disclosed to the CQS for the purpose of the provision of the Services or discovered by the CQS in the course of this provision and performance of the Services; nor make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Services; nor make or cause to be made any press statement or otherwise relating to the Services; nor make use of the Deliverables for the purposes other than that stipulated in this Agreement and the foregoing obligations shall not be rendered void by suspension, termination or expiry of this Agreement for whatsoever cause.

(b) This sub-clause shall not apply to information which:

(i) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause;

(ii) is already known to the other party to whom it is disclosed to, at the time of disclosure;

(iii) is independently developed without benefit of the confidential information of the other party;

(iv) is in possession of the CQS without restriction before the date of receipt from the other party subject to the right of the Government to re-classify certain information as confidential.

(c) In the event that the CQS receives a request to disclose all or any part of any confidential information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by the CQS shall not constitute a violation of this Agreement provided that-

(i) the CQS promptly notifies the Government of the existence, terms and circumstances surrounding such request;

(ii) the CQS consults with the Government on the advisability of taking available legal steps to resist or narrow, such request; and

(iii) the CQS exercises its best efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the information to be disclosed.

(d) This clause continues in force notwithstanding the termination of this Agreement for any reason.

5.14. Notice of Delay

In the event the CQS encounters any delay in obtaining the required assistance and information set forth in clause 5.7(a), the CQS shall notify the Government of such delay and its duration and the Government, at its absolute discretion, may grant an appropriate extension of time and other consideration appropriate for provision of the Services.

5.15. Assistance in Arbitration Inquiry or Litigation

The CQS shall, if so required by the Government, within the period of work before completion, assist and advise the Government with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and if and when so required by the Government shall attend and give evidence or otherwise assist the Government before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Services. In the event of arbitration or other proceedings arising after the

completion of Services, if so required by the Government, the CQS shall assist in any manner whatsoever and advise the Government under the same conditions of engagements as are applicable generally to this Agreement, subject always to −

(a) the right of the CQS to recover its time and cost in attending to this request, such time and cost to be determined by the Government; and

(b) the right of the CQS to take appropriate measures to safeguard and protect its interest.

5.16. Situation Beyond Control Of CQS

(a) The CQS shall immediately inform the Government in writing of any situation or the occurrence of any event beyond the reasonable control of the CQS, which makes it impossible for the CQS to carry out its obligations hereunder.

(b) If the Government agrees in writing that such situation or event exists, the Government may terminate this Agreement by giving not less than thirty (30) days written notice and shall pay all fees and payments due and outstanding to the CQS in accordance with clause 14.0 within thirty (30) days from the date of termination of this Agreement.

(c) In the event of disagreement between the Parties as to the existence of such situation or event, the matter shall be referred to the GR as specified under item 5 in **Appendix 7** for a decision.

5.17. Prohibition on Association

The CQS agrees that during and after the conclusion or termination of this Agreement, the CQS shall limit its role for the Project to the provision of the Services and hereby disqualifies itself from the provision of goods or services in any capacity for the Project including bidding for any part of the Project except as the Government may otherwise agree or request the CQS.

5.18. Prohibition on Conflicting Activities

No Personnel of the CQS assigned to the Services under this Agreement nor the CQS's staff, subsidiary or associate shall engage, directly or indirectly, either in his name or through his then employer, in any business or professional activities connected to the Services or Project and neither shall the CQS's Personnel be so engaged directly or indirectly, either in his name or through the CQS in any such other conflicting business or professional activities.

5.19. Independent Consultant

Nothing contained herein shall be construed as establishing or creating between the Government and the CQS the relationship of master and servant

or principal and agent. The position of the CQS performing the Services is that of an independent consultant.

5.20. Technology and Knowledge Transfer

(a) If the CQS appoints foreign professionals, the CQS shall endeavour to ensure that the employees of the Government are trained or exposed to the expertise of such foreign professionals pursuant to a programme for technology and knowledge transfer.

(b) Pursuant to clause 5.20(a) above, the CQS shall provide training for a minimum of ..Specify number of government officer.....officials nominated by the Government to be competent and conversant in the implementation of the Project.

(c) The CQS shall allow the employees of the Government to be involved in the implementation of the Project commencing from the Commencement Date of this Agreement until the Contract Expiry Date.

5.21. Intellectual Property Rights

(a) Any intellectual property rights arising out of design, plans, calculations, drawings, developed or used for or incorporated in the Services shall vest in and become the sole property of the Government free and clear of all liens, claims and encumbrances. The CQS shall not during or at any time after completion on the Services or after the expiry or termination of this Agreement, in any way, question or dispute the ownership of the Government.

(b) The CQS agrees to grant to the Government free from all royalties, fees and other charges, all licenses in respect of intellectual property rights now or hereafter owned or controlled by the CQS or in respect of which the CQS has or will have the right to grant licenses of any design, plans, calculations, drawings, developed or used for or incorporated in the Services or any part thereof.

(c) The CQS shall defend and indemnify the Government from and against all claims, costs, damages, charges and proceedings whatsoever for or on account of infringement of any intellectual property rights in respect of any design, plans, calculations, drawings, documents, plant, equipment, machinery, material, methods or processes developed or used for or incorporated in the Services except where such infringement results from compliance with the Government's instructions in accordance with this Agreement.

(d) Where any infringement results from compliance with the Government's instructions in accordance with this Agreement, any royalties, damages or other monies which the CQS may be liable to pay to the persons entitled to such intellectual property rights shall be reimbursed by the Government.

PART C

GOVERNMENT'S OBLIGATIONS AND RIGHTS

6.0 GOVERNMENT'S OBLIGATIONS

6.1. Appointment of GR

(a) The Government shall appoint the person under item 5 in **Appendix 7** of this Agreement or other persons from time to time as the Government Representative ("GR") to carry out its obligations and to exercise its right under this Agreement, and the GR shall have the power to carry out such obligations and exercise such rights on behalf of the Government, except for the provisions under clause 10.0, 12.0 and 13.0 which are expressly reserved to the officer authorized as named in the signatories to this Agreement or any other officer authorized under section 2 of the Government Contracts Act 1949 [Revised 1973].

(b) The CQS shall comply with all instructions issued by the GR in regard to matters expressly empowered to the GR to issue under this Agreement.

6.2. Obligation to give instructions, decisions, etc. without delay

(a) All instructions, notifications, consent or approval issued by the Government or the GR shall be in writing. However the GR may, where necessary issue oral instructions, notifications, consent or approvals and such oral instructions, notifications, consents or approvals shall be followed in writing not later than seven (7) days thereafter.

(b) If the CQS requires a decision from the Government for the performance of its Services under this Agreement, the CQS shall submit its request in writing to the GR and the GR shall give its decision within the period stipulated under item 6 in **Appendix 7** of this Agreement.

6.3. Obligation to Supply Relevant Information and Assistance

(a) The CQS may request all the necessary and relevant information which are in the possession of the Government required for purposes of carrying out of its Services under this Agreement. Notwithstanding the request, the Government shall have the discretion to supply the necessary information it deems relevant.

(b) Any necessary and relevant information supplied by the Government to the CQS pursuant to clause 6.3(a) of this Agreement shall not relieve the CQS of any of the CQS's obligations under this Agreement.

(c) The Government gives no warranty in any manner whatsoever for the data, report, map, photograph, plan, drawing, record or other information either as to the accuracy or sufficiency or as to how the same should be interpreted and the CQS, when he makes use of and interprets the

same, shall do so entirely at his own risk and it shall not constitute a breach of obligation on the part of the Government under clause 6.3(a) of this Agreement if such data, report, map, photograph, plan, drawing, record or information is not accurate or sufficient for the purpose of performing the CQS's obligation under this Agreement.

(d) Where necessary, the Government shall assist the CQS to obtain, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Government shall not be responsible for any damage to such land or any property thereon resulting from such access.

6.4. Payment to the CQS for Services

(a) In consideration for the performance of the Services, the Government shall pay or reimburse to the CQS –

i) the Contract Price consist of the fixed ceiling consulting fee as specified in **Appendix 6B** ("Fixed Ceiling Consulting Fees"), supervision fee and the ceiling out of pocket expenses as specified in **Appendix 6C.** If the actual costs incurred in the performance of the Services does not exceed the Fixed Ceiling Consulting Fee downward adjustments can be made in accordance with **Appendix 6A** and **Appendix 6B.** The payment shall include amongst others the Government Service Tax, which amount shall be paid by the Government to the CQS upon the CQS giving proof of the registration of the Service Tax Act 2018 with the Royal Customs Department of Malaysia. A copy of the registration of Government Service Tax with the Royal Customs Department of Malaysia is attached in **Appendix 11** of this Agreement.

ii) Notwithstanding clause 6.4(a)(i), the Fixed Ceiling Consulting Fees as specified in **Appendix 6B** is fixed and cannot be adjusted throughout the Contract Period even if the Contract Sum for the Works exceeds the Estimated Contract Sum for Works or there is a change of the scope of Service or increase in the value of Works.

iii) However the Fixed Ceiling Consulting Fees as specified in **Appendix 6 B** shall be adjusted and reduced proportionately according to the following formula if the Contract Sum for the Works is less than the Estimated Contract Sum for Works or there is a change of the scope of Service or reduce in the value of Works:

$$\frac{\text{Contract Sum for the Works}}{\text{Estimated Cost for the Works}} \times \text{Ceiling of the Consulting Fee}$$

(b) Payments under this Agreement shall be made progressively in stages/phases in accordance with the Schedule of Payment as in

Appendix 12 upon the CQS furnishing to the Government all relevant drawings, design, reports, records and data when submitting request for payment.

(c) Payment to the CQS shall be made within thirty (30) days upon receiving the proper invoices, vouchers and other appropriate supporting materials from the CQS and be deposited to the account of the CQS as specified under item 7 in **Appendix 7.**

(d) If any item or part of an item of an account/claims/invoices rendered by the CQS is reasonably disputed or reasonably subject to question by the Government, the Government shall within thirty (30) days after receipt of the invoice by the GR inform the CQS in writing of all items under dispute or subject to question. Payment by the Government of the remainder of the invoice shall not be withheld on such grounds.

(e) Except as otherwise agreed between the Government and the CQS, payments in respect of all fees and expenses incurred by the CQS shall be made in Ringgit Malaysia.

(f) Final payment of the Contract Price shall be made only after the final Deliverables and a final account, identified as such, have been submitted by the CQS and approved as satisfactory by the Government. Any amount which the Government has paid or caused to be paid in excess of the costs actually incurred shall be reimbursed by the CQS to the Government within thirty (30) days after receipt by the CQS of notice thereof.

6.5. Withholding Payment

(a) The Government may by giving written notice to the CQS, and without prejudice to any other rights the Government may have under this Agreement, withhold payments to the CQS under this Agreement, upon the occurrence and continuance of any of the following events:

(i) the CQS commits any breach of the terms and conditions of this Agreement; or

(ii) the progress of the Services fails to measure up to the aggregate payment made to date; or

(iii) any other condition which has arisen, which in the opinion of the Government, interferes or threatens to interfere with the successful carrying out of the Project or the accomplishment of the purposes of this Agreement; or

(iv) any failure of the CQS to deliver the Services to the satisfaction of the Government.

(b) The CQS may apply to the Government, within fourteen (14) days after receiving notice referred to in clause 6.5(a) to review the decision to withhold payments by submitting documents and other evidence to substantiate its claims that the Services is compatible to the payments received. The Government's decision on the application shall be final and conclusive.

7.0 GOVERNMENT'S RIGHTS

7.1. Proprietary Rights of The Government in Relation to Documents

(a) All reports and relevant data such as plans, statistics and supporting records or material compiled or prepared by the CQS in the course of this Agreement shall be the absolute property of the Government throughout their preparation and at all times thereafter. The Government shall have the sole and exclusive right, title and ownership to the documents.

(b) The CQS shall deliver all the plans, statistics and supporting records or material compiled or prepared in the course of this Agreement to the Government upon the Contract Expiry Date or earlier termination of this Agreement. The CQS shall not use any information in the documents for purposes unrelated to this Agreement without the prior written consent of the Government save and except where the same is required by law or any other regulatory authority or for the purposes of the CQS's quality performance review processes.

(c) The CQS shall not publish alone or in conjunction with any other person any articles, photographs or other illustration relating to the Services unless with the prior written consent of the Government.

(d) The Government reserves the right to make use of all documents including drawings and specifications relating to the Services at any time and for any purpose it so wishes.

PART D

DISPUTE RESOLUTIONS

8.0 DISPUTE RESOLUTION

8.1. Dispute Resolution by Government Representative

(a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) which are not capable of being amicably resolved between the Parties may be referred to the appointed GR.

(b) The GR who is appointed for such purposes shall undertake to resolve such dispute with all fairness and endeavour to achieve the best possible solution for the Parties.

(c) If the Consultant:

(i) fail to receive a decision from the GR within seven days (7) days after being requested to do so; or

(ii) is dissatisfied with any decision of the GR.

then such dispute or difference shall be referred to Dispute Resolution Committee within fourteen days (14) days.

8.2. Dispute Resolution Committee

(a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee (hereinafter referred to as the “Dispute Resolution Committee"), comprising –

(i) Deputy Secretary of the Ministry/ Head of Department as the Chairman; **(rujuk 1PP/PK3.10)**

(ii) one (1) representative to be appointed by the Government; and

(iii) one (1) representative appointed by the Consultant.

(b) The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any matter referred to it.

8.3. Arbitration

(a) If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant Parties within forty five (45) days after the date of referral, 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 Kuala Lumpur Regional Centre for Arbitration 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.

(b) Such reference shall not be commenced until after the completion or alleged completion of the Project or determination or alleged determination of the CQS's employment under this Agreement, or abandonment of the Project, unless with the written consent of the Government and the CQS.

(c) In the event that such consent has been obtained in accordance with clause 8.3(b), 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 Agreement.

(d) 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.

(e) The award of the Arbitrator shall be final and binding on the Parties.

(f) In the event of the death of the arbitrator or his unwillingness or inability to act, then the Government and the CQS upon agreement shall appoint another person to act as the arbitrator, and in the event the Government and the CQS fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Kuala Lumpur Regional Centre for Arbitration.

(g) this clause, "reference" shall be deemed to be reference to arbitration within the meaning of the Arbitration Act 2005.

(h) The arbitration shall be governed by the Arbitration Act 2005 and the laws of Malaysia.

PART E

SUSPENSION AND TERMINATION

9.0 SUSPENSION

9.1. Suspension and Resumption of Services

(a) The GR may at any time instruct the CQS to suspend part or all of the Services by the giving the CQS due notice in writing.

(b) Upon receipt of such instruction, the CQS shall suspend part or all of the Services for such time and in such manner as specified in the instruction and shall duly protect, store and secure the Services against any deterioration, loss or damage.

(c) During the suspension period, the CQS shall continue to perform his obligations under the Agreement which is not affected by the instruction to suspend, including the obligation to effect and maintain insurance.

(d) The GR may instruct the CQS to resume the Services at any time thereafter. Upon receipt of such instruction the CQS shall resume the Services and the Parties shall jointly examine the Services affected by the suspension. The CQS shall make good any deterioration or defect in or loss of the Services which has occurred during the suspension. The CQS shall also take all necessary actions to mitigate the expenses incurred.

9.2. Extension of Time

(a) If the CQS suffers delay and/or incurs expenses in complying with the instruction under clause 9.1 and in resumption of the Services, and if such delay and/or expenses was not foreseeable by the CQS, the CQS shall give notice for extension of time. PROVIDED THAT the CQS shall not be entitled to such extension if the suspension is due to a cause attributable to the CQS and the CQS shall not be entitled to payment of loss and expenses if the CQS−

(i) fails to take measures specified in clause 9.1(b); and

(ii) fails to take all necessary action to mitigate the expenses incurred.

(b) In the event such suspension shall continue for a period of more than twelve (12) months, the Parties shall then discuss whether to mutually terminate the Agreement or suspend the Services for a further period.

9.3. Consequences of Mutual Termination

(a) If this Agreement is mutually terminated under this clause-

(i) clause 11.1 (b) shall apply; and

(ii) all costs and expenditure incurred by the Government and the CQS shall be determined by the Government

10.0 TERMINATION BY THE GOVERNMENT

10.1. Withholding Payment

If any of the conditions referred to in clause 6.5(a) shall have happened and be continuing for a period of fourteen (14) days after the Government has given written notice of withholding of payments to the CQS under this Agreement, the Government may by written notice to the CQS terminate this Agreement.

10.2. Default by the CQS

(a) In the event the CQS without reasonable cause −

(i) suspends the implementation of the Services;

(ii) fails to proceed regularly and diligently with the performance of its obligations under this Agreement;

(iii) fails to execute the Services in accordance with this Agreement;

(iv) persistently neglects to carry out its obligations under this Agreement;

(v) defaults in performing the duties under this Agreement; or

(vi) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

(hereinafter referred to as the “CQS Default”), then the Government shall give notice in writing (hereinafter referred to as the “Default Notice”) to the CQS specifying the default and requiring the CQS to remedy such defaults within fourteen (14) days from the date of issuance of the Default Notice (hereinafter referred to as the “Remedy Period”). If the CQS fails to remedy the relevant default within the Remedy Period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect to the CQS.

10.3. Events of Default

(a) If at any time during the Contract Period-

(i) the CQS goes into liquidation or compounds with or enter into an arrangement or compositions with its creditors;

(ii) an order is made or resolution is effectively passed for winding up of the CQS (except for the purpose of restructuring or amalgamation with the written consent of the Government, which consent shall not be unreasonably withheld);

(iii) a provisional liquidator, receiver or manager of its business or undertaking is appointed, or possession taken by or on behalf of the creditors or debenture holders secured by a floating charge of any property comprised in or subject of the said floating charge over the assets of the CQS.; or

(iv) execution is levied against a substantial portion of the CQS's assests; or

(v) the CQS assigns the whole or any part of this Agreement; or

(vi) the CQS did not obtain prior written approval from the Government for any sale or transfer of company's equity throughout the contract period;

(vii) any of the CQS's director is prosecuted for any offences; or

(viii) any other condition which has arisen, which in the opinion of the Government, interferes or threatens to interfere with the successful carrying out of the Services or the accomplishment of the purposes of this Agreement,

then the Government shall have the right to terminate this Agreement forthwith by giving notice to that effect.

10.4. Consequences of Termination by the Government

(a) Upon termination of this Agreement under clause 10.1, 10.2 or 10.3 the powers and rights granted by the Government to the CQS and the obligations in this Agreement shall terminate immediately.

(b) The CQS shall −

(i) cease all the Services immediately;

(ii) submit to the Government the detailed reports of the costs of the Services and other payments which has become due and owing from the Government prior to the termination for verification and approval by the Government;

(iii) forthwith, at its own costs and expense, vacate and remove from the Project Management Team's office any equipment, machineries and materials belonging to the CQS, its Personnel, employees, servants and agents and make good all damage caused by such removal or such detachment;

(iv) at no cost, hand over all plans, reports, records, documents, specifications, drawings including intellectual property rights and similar materials to the Government;

(v) terminate all the third party contract entered into by the CQS in relation to the Project on or before the date of termination and the Government shall not be liable for any termination costs arising thereby and shall be indemnified and held harmless by the CQS in respect hereof;

(vi) allow a third party to enter into an agreement with the Government or any person deemed necessary by the Government for the purpose of carrying out or completing the Services;

(vii) bear all liabilities, obligations, claims, suits or proceedings whatsoever exiting prior to and as at the date of termination arising out of or in connection with-

(A) any other agreement entered by the CQS in relation to its obligation under this Agreement; or

(B) any act of default, omission or negligence of the CQS, its Personnel, employers, agents or servants,

and the Government shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings; and

(viii) pay to the Government not later than six (6) months after the date of termination the aggregate of-

(A) all amounts at that time which may be owing by the CQS to the Government under this Agreement; and

(B) any costs and expenses (including any incidental costs and expenses) paid or incurred by the Government arising from such default including any additional costs incurred by the Government in having to engage third party to complete the Service in excess of the costs and expenses which would have been incurred by CQS in completing the Services.

(c) The Government shall −

(i) pay the CQS part of the consulting fees in proportion to the amount of the Services performed up to the date of termination;

(ii) deduct all costs, losses and damages incurred under 10.4 (b)(viii), from the payment then or thereafter due to the CQS. The amount, if any, remaining to be paid thereafter to the CQS and the amount under clause 10.4 (c)(i) shall constitute the CQS's sole claim for payment following termination under clauses 10.1, 10.2 and 10.3

(iii) be entitled to claim against the CQS for any losses and/or damages suffered as a result of the termination; and

(iv) be entitled to appoint another consultant to perform the Services

(d) For the avoidance of doubt, the Parties hereby agree that the CQS shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 10.4 (c)(i) (if any). The Parties further agree that the payment made by the Government under clauses 10.4 (c)(i) shall constitute as a full and final settlement between the Parties.

11.0 TERMINATION BY THE CQS

(a) If the Government without reasonable cause fails to perform or fulfil any of its obligations which adversely affects the CQS's obligations under this Agreement, then the CQS may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within fourteen (14) days after receipt of such notice or such extended period as agreed by the Parties.

(b) If the Government fails to remedy the relevant default within such period or such other extended period as agreed by the Parties, the CQS shall be entitled to terminate this Agreement at any time by giving notice to that effect.

11.1. Consequences of Termination by the CQS

Upon such termination, the CQS shall accept the following undertaking by the Government as full and complete settlement of all claims for payment under or arising out of this Agreement:

(a) the powers and rights granted by the Government to the CQS and the obligations in this Agreement shall terminate immediately.

(b) The CQS shall −

(i) cease all the Services immediately;

(ii) submit to the Government the detailed reports of the costs of the Services and other payments which has become due and owing from the Government prior to the termination for verification and approval by the Government;

(iii) forthwith, at its own costs and expense, vacate and remove from the Project Management Team's office any equipment, machineries and materials belonging to the CQS, its Personnel, employees, servants and agents and make good all damage caused by such removal or such detachment;

(iv) at no cost, hand over all plans, drawings, reports, records, documents, specifications, drawings including intellectual property rights and similar materials to the Government;

(v) terminate all the third party contract entered into by the CQS in relation to the Project on or before the date of termination and the Government shall not be liable for any termination costs arising thereby and shall be indemnified and held harmless by the CQS in respect hereof;

(vi) allow a third party to enter into an agreement with the Government or any person deemed necessary by the Government for the purpose of carrying out or completing the Services;

(vii) bear all liabilities, obligations, claims, suits or proceedings whatsoever exiting prior to and as at the date of termination arising out of or in connection with-

(A) any other agreement entered by the CQS in relation to its obligation under this Agreement; or

(B) any act of default, omission or negligence of the CQS, its Personnel, employers, agents or servants,

and the Government shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings; and

(viii) pay to the Government not later than six (6) months after the date of termination the aggregate of all amounts at that time which may be owing by the CQS to the Government under this Agreement.

(c) The Government shall −

(i) pay the CQS part of the consulting fees in proportion to the amount of the Services performed up to the date of termination;

(ii) deduct all costs, losses and damages incurred under 10.4 (b)(viii), from the payment then or thereafter due to the CQS. The amount, if any, remaining to be paid thereafter to the CQS and the amount

under clause 11.1 (c)(i) shall constitute the CQS's sole claim for payment following termination under clause 11.1.

(iii) be entitled to claim against the CQS for any losses or damages suffered as a result of the termination; and

(iv) be entitled to appoint another consultant to perform the Services.

(d) For the avoidance of doubt, the Parties hereby agree that the CQS shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 11.1 (c)(i) (if any). The Parties further agree that the payment made by the Government under clause 11.1 (c)(i) shall constitute as a full and final settlement between the Parties.

12.0 TERMINATION ON NATIONAL INTEREST

(a) Notwithstanding any provisions of this Agreement, the Government may terminate this Agreement by giving not less than fourteen (14) days notice to that effect to the CQS (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.

(b) For the purposes of this clause, what constitutes "national interest", "interest of national security", "the Government policy" and "public policy" shall be solely made and determined by the Government and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

(c) Upon such termination −

(i) clause 11.1 shall be applicable; and

(ii) the Parties hereby agree that the CQS shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 11.1 (c)(i). The Parties further agree that the payment made by the Government under clause 11.1 (c)(i) shall constitute as a full and final settlement between the Parties.

13.0 TERMINATION ON CORRUPTION, UNLAWFUL ACTIVITIES, ILLEGAL ACTIVITIES OR BID RIGGING

(a) Without prejudice to any other rights of the Government, if the CQS, its personnel, servants or employees is or are convicted by a court of law for corruption or unlawful or illegal activities or was found to be liable for an infringement of a prohibition from performing an act of bid rigging

under the Competition Act 2010 [Act 712], in relation to this Agreement or any other agreement that the CQS may have with the Government, the Government shall be entitled to terminate this Agreement at any time, , by giving immediate written notice to that effect to the CQS.

(b) Upon such termination −

(i) clauses 10.4 shall be applicable;

(ii) the Government shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Government arising from such termination; and

(iii) For avoidance of doubt, the Parties hereby agree that, subject to 13 (b)(i), the CQS shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

14.0 FORCE MAJEURE

14.1. Events

Neither Party shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations under this Agreement or any part of them as a result of the occurrence of an Event of Force Majeure. An “Event of Force Majeure” shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall mean –

(a) war (whether declared or not), hostilities, invasion, armed conflict, acts of foreign enemy, insurrection, revolution, rebellion, military or usurped power, civil war, or acts of terrorism;

(b) ionising radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;

(c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;

(d) natural catastrophe including but not limited to earthquakes, floods, subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather; and

(e) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the CQS or its employees, which causes, or can reasonably be expected to cause either Party to fail to comply with its obligations,

PROVIDED THAT Event of Force Majeure shall not include economic downturn, non-availability or insufficient of fund or lack of financing on the part of the CQS to perform its obligations under this Agreement.

14.2. Notification of Force Majeure

If any Event of Force Majeure occurs which renders a Party unable to perform or fulfil any of its obligations under this Agreement, the Party so affected shall immediately notify the other in writing of the occurrence of any Event of Force Majeure applicable to its obligations under this Agreement giving full details thereof and measures being taken by the Party so affected to reduce the severity of such event and subsequently the cessation of such event. If either Party does not agree that an Event of Force Majeure has occurred then the dispute shall be referred to the GR for a decision.

14.3. Termination by Force Majeure

If an Event of Force Majeure has occurred and either Party reasonably considers such Event of Force Majeure applicable to it to be of such severity or to be continuing for a period of more than six (6) months then the Parties may mutually terminate this Agreement.

14.4. Consequences of Termination due to Event of Force Majeure

If this Agreement is terminated pursuant to clause 14.3, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claims against each other save and except in respect of any antecedent breach.

14.5. Delay

(a) Any Party to this Agreement affected by the Event of Force Majeure who has complied with the requirement to provide notice in accordance with clause 14.2 shall not be liable for any delay in performing its obligation under this Agreement to the extent that such delay has been caused by one or more of Event of Force Majeure and the time for completion of any obligation under this Agreement shall be extended by the amount of the delay caused by such Event of Force Majeure. If the Parties do not agree as to the duration of the delay, the disagreement shall be referred to the GR for a decision.

(b) Notwithstanding clause 14.5(a), if the continuing occurrence of an Event of Force Majeure is of such severity that it frustrates the original intention and objective of the Parties hereto, the Parties hereto shall forthwith take steps to discuss the circumstances and the consequences of such event and shall consider how best to achieve the objectives of this Agreement in such circumstances and shall, if appropriate, give consideration to any amendment of this Agreement and the terms and conditions of such amendments.

14.6. Restoration

Notwithstanding any other provision in this Agreement, if an Event of Force Majeure occurs and this Agreement is not terminated then in any case where the delivery of the Services or any part thereof has been affected, the CQS shall restore such Services to what it was immediately prior to the occurrence of that Event of Force Majeure at its own expenses.

14.7. Insurance

Notwithstanding any other Clause, the CQS shall ensure that whenever reasonably practicable insurance is effected (whether by itself or by its contractors) to cover the occurrence of Events of Force Majeure, PROVIDED THAT such Events of Force Majeure are reasonably and practicably insurable.

PART F

GENERAL PROVISIONS

15.0 AMENDMENT

No modification, amendment or waiver of any of the provisions of this Agreement shall be valid unless it is made in writing by way of supplementary agreement specifically referring to this Agreement and duly signed by the Parties or its duly authorised representatives. The provision in respect of such amendment, variation or modification thereof shall be supplemental to and be read as an integral part of this Agreement which shall remain in full force and effect as between the Parties.

16.0 NOTICES

(a) Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing in Bahasa Malaysia or English language and delivered to the address or facsimile number of the Government or the CQS, as the case may be, shown under item 10 in **Appendix 7** of this Agreement or to such other addresses, or facsimile numbers as either party may have notified the sender and shall unless otherwise specified herein deemed to be duly given or made, in the case of delivery in person, when delivered to the recipient at such address or by facsimile transmission, when the recipient's facsimile number is shown on the sender's print-out for the transmission regarding the date, time and transmission of all pages, as specified under item 10 in **Appendix 7** of this Agreement.

(b) It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen days (14).

17.0 GOVERNING LAW

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

18.0 COMPLIANCE WITH LAWS AND REGULATIONS

(a) The CQS shall comply with all applicable laws and regulations in Malaysia and all statutory requirements, standards and guidelines, regulating or relating to the conduct, trade, business of it's profession and shall be fully and solely liable for the provisions of the Services.

(b) The CQS shall comply with relevant policies, procedures and regulations of the Government in carrying out the Services.

19.0 SEVERABILITY

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

20.0 ASSIGNMENT

The CQS shall not assign, transfer or novate this Agreement or any part of it or any benefit or interest conferred by this Agreement to any third party.

21.0 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties and none of them shall have any authority to bind the other in any way nor shall this Agreement be construed to constitute any party the agent of the other party.

22.0 ADVERTISEMENT

No advertisement in respect of this Agreement shall be published by the CQS or with CQS's authority in the newspaper, magazine or in any forms of advertisement without prior written approval of the Government.

23.0 TIME

Time wherever mentioned, shall be of the essence of this Agreement.

24.0 COSTS AND STAMP DUTY

The CQS shall solely bear the stamp duties, legal costs and fees in the preparation and execution of this Agreement and anything incidental thereto.

25.0 INCOME TAX

(a) The CQS and Personnel, including any expatriate personnel and/or foreign Associated Consultant(s) for the Services shall submit the necessary tax returns as required by the Director-General of Inland Revenue in respect of their income in order that tax can be assessed.

(b) The Government shall deduct tax from all payments due to any expatriate personnel and/or foreign Associated Consultant(s) at the rate prescribed under the withholding tax laws in effect in Malaysia.

(c) The Government agrees to reimburse the foreign Associated Consultant(s) any excess payment in income tax.

26.0 SCHEDULES AND APPENDICES

All Schedules and Appendices herewith shall form an integral part of this Agreement and are to be taken as mutually explanatory of one another. However, if there is any ambiguity or discrepancy −

(a) between the Appendices with the terms and conditions of this Agreement, then the terms and conditions of this Agreement shall prevail over the Appendices; or

(b) in the Appendices of this Agreement, the GR and CQS shall reach a mutual understanding to resolve the ambiguity or discrepancy.

27.0 WAIVER

Failure by any party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of its right to enforce the breach of such provision or any of the provision in this Agreement or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Agreement.

28.0 CUSTODY OF AGREEMENT

This Agreement shall be prepared in both original and certified duplicate copy. The original of this Agreement shall remain in the custody of the Government and shall be made available at all reasonable times for the inspection of the CQS. The duplicate copy shall be kept by the CQS.

29.0 SUCCESSORS BOUND

This Agreement shall be binding upon each of the Parties hereto and their respective successors in title.

PART G

SPECIAL PROVISIONS

[NOTE : WHERE THERE IS A NEED FOR SPECIAL CONDITIONS OVER AND ABOVE THE GENERAL CONDITIONS, THIS SECTION IS TO BE INSERTED BY THE RELEVANT AGENCY WITH THE APPROVAL OF THEIR RESPECTIVE LEGAL ADVISORS. OTHERWISE THIS PAGE TO BE LEFT AS SUCH ABOVE]

- None -

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and the year first hereinbefore appearing.

SIGNED for and on behalf of) ……(Signature)……..
THE GOVERNMENT) (Name, Designation & Department's Seal)

In the presence of:

…….....
Name of witness :
NR IC No. :

SIGNED for and on behalf of) …….(Signature)……
THE CQS) (Name, Designation & Company's Seal)

In the presence of:

……
Name of witness :
NR IC No. :

PART A : SCHEDULE OF SERVICES

1.0 TYPES OF PROFESSIONAL SERVICES

(a) The professional services to be provided by the CQS shall consist of any or a combination of the following:

(i) Basic Professional Services

- For building works
- For civil engineering works
- For mechanical and electrical works
- For interior design works
- For landscaping works

(ii) Additional Professional Services

- During pre-contract and during post-contract

2.0 BASIC PROFESSIONAL SERVICES

Basic Professional Services for Building Works, Civil Engineering Works and Mechanical and Electrical Works, Interior Design Works or Landscaping Works Which Are Included in One Tender

The Basic Professional Services for building works, civil engineering works and mechanical and electrical works, interior design works or landscaping works which are included in one tender to be provided by the CQS shall be as follows:

(a) preparing preliminary estimates and cost plans including up to 4 revisions of preliminary estimates and cost plans due to amendments to layout and scope of works;

(b) preparing bills of quantities and other tender documents necessary for the calling of tenders excluding mechanical and electrical works, interior design works or landscaping works (The specifications of the works to be incorporated in the tender documents shall be prepared and submitted by the respective consultant to the CQS);

(c) preparing tender reports and contract documents, including pricing of bills of quantities or pricing and agreeing schedule of rates, in collaboration with mechanical and electrical consultants, interior designers or landscape consultants for their respective works;

(d) valuing works in progress for interim valuations/certificates including measurement of variations excluding mechanical and electrical works, interior design works or landscaping works and including the verifications and incorporation of the amounts recommended by the consultants for their respective works; and

(e) preparing final accounts for the whole works including the incorporation of the final accounts prepared by the mechanical and electrical consultants, interior designers or landscape consultants for their respective works.

3.0 ADDITIONAL PROFFESSIONAL SERVICES

3.1. Additional Professional Services during pre-contract

The Additional Professional Services to be provided by the CQS during pre-contract shall be any or a combination of the following:

(a) preparing feasibility studies including income/expenditure cash flow;

(b) preparing preliminary estimates and cost plans beyond the fourth revision;

(c) preparing documents and reports for pre-qualification of contractors;

(d) redrafting conditions of contract to meet requirements of the Government;

(e) pricing of bills of quantities for negotiated tenders including pricing and agreeing schedule of rates if the CQS is not appointed to undertake the basic professional services for the same project;

(f) preparing and analyzing of prices and attending negotiation meeting;

(g) preparing cost analysis based on the accepted contract sum;

(h) preparing tender price index based on the accepted contract sum; or

(i) any other professional services provided for in this Agreement.

3.2. Additional Professional Services during post-contract

The Additional Professional Services to be rendered by the CQS during post-contract shall be any or a combination of the following:

(a) Re-measuring the whole or part of the building and associated works due to re-planning of internal layout arising from a change of use, repositioning of the building (if re-measuring is required) and redesign of the structural elements in the works;

(b) Re-measuring works for contracts based on provisional bills of quantities;

(c) specific contractual advice on conditions of contract;

(d) services for management contracting;

(e) services arising out of determination of the contractor's employment;

(f) continuing professional services on a protracted basis (after DLP);

(g) attending post-contract meetings beyond the original completion date of the project (Contractor’s Extension of Time and Liquidated and Ascertained Damages period);

(h) evaluating loss and expense and other contractual claims submitted by the contractor;

(i) preparing bills of quantities and other tender documents for defects and outstanding works to be carried out by a separate contractor and valuation of defective works to be omitted from the contract sum of the defaulting contractor;

(j) professional services for making good of works damaged by fire etc;

(k) preparing costs analysis based on the final Contract Sum for the Works;

(l) resident quantity surveying site staff as agreed by the Government; or

(m) any other professional services provided for in this Agreement.

PART B : PAYMENT FOR PROFESSIONAL SERVICES

1.0 PAYMENT FOR PROFESSIONAL SERVICES

The CQS in performing the Services described in Part A shall be paid in accordance with any or all of the following types/modes of payment:

(a) Payment is based on Fixed Ceiling of Consulting Fee and shall be made in progressively in stages in accordance with the Schedule of Payment as in Appendix 12

- For Basic Professional Services (for Building Works, Civil Engineering Works and Mechanical & Electrical Engineering Works)

- Additional Professional Services During Pre-Contract and Post-Contract.

(b) Payment for Supervision On Site and Disbursements / Reimbursable is subject to the Ceiling of Supervision Fees and Out of Pocket Expenses and verification on the expenses incurred by the CQS.

1.1 Payment When Works Are Damaged or Destroyed

If at any time before completion of the Works, any part of the Works or any materials, plant or equipment whether incorporated in the Works or not are damaged or destroyed, resulting in additional services being required by the Government to be carried out by the CQS, provided always such damage was not due to the negligence on the part of the CQS, then the CQS shall be paid base on the Contract Price as in Clause 6.4 of the Agreement.

1.2 Payment Following Termination or Suspension by the Government

(a) In the event of the termination of this Agreement (unless such termination shall have been occasioned by the default of the CQS) or the suspension of the Project by the Government, the CQS shall be paid the following sums (less the amount of payments previously made to the CQS):

(i) a sum deducible from the stage of Services completed at the time of termination or suspension; and

provided that the CQS shall accept the said payments by the Government as full and complete settlement of all his claims for payment under or arising out of this Agreement.

(b) In the event that the CQS is required to recommence its Services for the Project suspended by the Government, the CQS shall be paid for the performance of its Services the sum payable to the CQS base from the stage of Services pursant to paragraph 2 of this Schedule, the payments under sub-paragraphs 1.2(a)(i) and (ii) of this Schedule being treated as payments on account.

(c) Where the tendering of the Project (or any part thereof) is likely to be delayed for more than **twelve (12)** months or postponed at the request of the Government, the CQS shall be paid according base from the stage of Services pursant to paragraph 2 of this Schedule.

(d) Where the Project is suspended or postponed after the tenders have been called, the fees payable to the CQS shall be computed based on the lowest acceptable tender received.

(e) Where tenders are recalled and the Project is subsequently resumed, the total fees payable to the CQS, inclusive of the fees paid under sub-paragraph 1.2(d) of this Schedule.

(i) a sum deducible from the stage of Services completed at the time of termination or suspension

(f) Upon suspension or termination of this Agreement, the CQS shall within the period specified under item 8 in Appendix 7 of this Agreement submit to the GR a statement of final account and supporting documentation showing in details the value of Services carried out in accordance with this Agreement.

(g) Within the period specified under item 9 in Appendix 7 of this Agreement, the GR shall verify the statement of account and its supporting documentation and evaluate the Services carried out and shall issue the final account for the Services.

(h) FOR THE AVOIDANCE OF DOUBT, the Parties hereby agree that the CQS shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

1.3 Payment Following Termination by the CQS

If there is a termination by the CQS of his Services (unless the termination had been occasioned by the default or negligence of the CQS), the CQS shall be entitled to be paid the sums specified in sub- paragraphs 1.2(a)(i) of this Schedule less the amount of payments previously made to the CQS.

2.0 STAGES OF PAYMENTS OF FEES

(a) The fees payable to the CQS for every stage of basic professional services, shall be as follows:

TABLE I: STAGE OF CQS BASIC PROFESSIONAL SERVICES

Stage of basic professional services		Fee payable
1	Preparation of preliminary estimates and cost estimates and cost plans	10%
2	Preparation of bills of quantities and other tender documents	48%
3	(i) Preparation of tender reports (ii) Preparation of contract documents	3% 4%
4	Valuation of works in progress for interim valuation/ certificates including measurement of variations	20%
5	Preparation of final accounts	15%
	BASIC PROFESSIONAL SERVICES	**100%**

(i) The CQS shall be entitled to payments at intervals to be mutually agreed upon by the CQS and the Government in proportion to the Basic Services rendered so that the total fees paid at the completion of each of the stages shall be equal to the percentages as set out in Table I.

(ii) Unless otherwise specified or mutually agreed beforehand between the Government and the CQS in this Agreement, the fee apportioned to each stage shall be paid in full, even if, under the circumstances in a particular case, the CQS is not required to perform some of the Services listed under that stage in Paragraph 2.0 in Part A - Schedule of Services.

(b) Payment for disbursement / reimbursable shall be made on a monthly basis upon submission of receipts and invoices where applicable.

APPENDIX 1

APPENDIX 1 : TERMS OF REFERENCE

[TO BE INSERTED BY RELEVANT AGENCY]

To Include at least :

1. Project Brief

2. List & Mode of Deliverables

3. Scope of Services

   (a) Basic Services
   (b) Additional Services
   (c) Site Supervision (if applicable)

APPENDIX 2

APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION

[CQS'S TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION- TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 3

APPENDIX 3 : LETTER OF ACCEPTANCE

[THE LETTER OF ACCEPTANCE SHALL INCLUDE THE SIGNING PAGE AND EXECUTED BY THE CQS - TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 4

APPENDIX 4 : CERTIFICATE OF REGISTRATION WITH PROFESSIONAL BOARD

[TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 5

APPENDIX 5 : DELIVERABLES

[TO BE INSERTED BY RELEVANT AGENCY]

No.	Deliverables Stages	Details	Due Date of Submission
1.			
2.			

APPENDIX 6A

APPENDIX 6A : SUMMARY OF TOTAL CONSULTING COST

ITEM	DESCRIPTION	AMOUNT (RM)
A	Ceiling Consulting Fee (Refer Appendix 6B)	
B	Supervision Fee (Refer Appendix 6C)	
C	Ceiling Out of Pocket Expenses (Refer Appendix 6C)	
	TOTAL CONSULTING FEE	
D	Government Service Tax (Refer to Service Tax Act 2018)	
	CEILING CONTRACT AMOUNT	

APPENDIX 6B

APPENDIX 6B : FIXED CEILING CONSULTING FEES (YURAN IKHTISAS)

[DETAILED BREAKDOWN/CALCULATION OF FEES-
TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 6C

APPENDIX 6C : SUPERVISION FEES & OUT OF POCKET EXPENSES

[DETAILED BREAKDOWN/CALCULATION OF OUT OF POCKET EXPENSES- TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 7

APPENDIX 7 : SCHEDULE OF AGREED ITEMS

Item	Clause of Agreement	Description	Remarks
1.	3.1	Commencement date	…… date to be inserted by Agency
2.	3.1	Contract period	…… week/month/year
3.	3.1	Contract Expiry date	…… date to be inserted by Agency
4.	3.2(b)	Period for negotiation of the terms and condition for extension of the contract period	… ..... week/month/year prior to Contract Expiry Date
5.	1.1(i), 5.16(c), 6.1(a) & 8.1(a)	Government's Representative (GR)	…… designation/(s) to be inserted by Agency
6.	6.2(b)	Period for the Government to give decision	…… days to be inserted by Agency
7.	6.4(c)	CQS's bank account details for purposes of payment	Name: …… Account No.:…….. Bank Address:……..
8.	5.5(e)	Period for CQS to submit statement of final account for the Services and supporting documentation to GR	…..months after the expiry of DLP or …..months after the issuance of certificate of making good defects (CMGD) whichever is later
9.	5.3(b)	Formula for calculation of Liquidated and Ascertained Damages: LAD = % BLR x Fees 100 365 (subject to a minimum of RM100/- per day)	RM ..... /day
10.	16(a)	a) For the Government b) For the CQS	a) Official Designation: Address: Fax No. : Tel. No : Email : b) Name of Firm : Address : Fax No. : Tel No.: Email :

APPENDIX 8

APPENDIX 8 : SERVICES IMPLEMENTATION SCHEDULE

[TO INCLUDE DUE DATE(S) OF SPECIFICALLY IDENTIFIED DELIVERABLES-
TO BE INSERTED BY RELEVANT AGENCY]

No	Deliverable stages	List of activities	Period of Implementations according to activities	Start Date (according to activities)	End Date (according to activities)

OR

GANTT CHART

APPENDIX 9

APPENDIX 9 : CQS'S PERSONNEL

[TO BE INSERTED BY RELEVANT AGENCY]

No	Name of Personnel (inclusive of owner & principal)	Role in Team	Number of Years of Working Experience	Age	Employment Status with the firm (Permanent/ Temporary)	Full Name of Highest Academic Qualification (specify name of university)	Professional Certificates (list name of certificate and membership no. (if any))

APPENDIX 10

APPENDIX 10 : CQS'S PERSONNEL TIME INPUT SCHEDULE (IF APPLICABLE)

[TO BE INSERTED BY RELEVANT AGENCY]

No.	Name of Personnel Involved in each stages	Total Time Input by each personnel and according to deliverable stages	Start Date (work commenced by each personnel)	End Date (work ended by each personnel)
Deliverable Stage XX				
1				
etc				
Deliverable Stage XX				
etc				
Deliverable Stage XX				
etc				

APPENDIX 11

APPENDIX 11 : CQS'S SERVICES TAX LICENSE

[TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 12

APPENDIX 12 : SCHEDULE OF PAYMENT

[BREAKDOWN OF SCHEDULED PAYMENT BY STAGES/PHASES OR MONTHS-TO BE INSERTED BY RELEVANT AGENCY]

CONSULTANCY SERVICES

Specify full name of project

FOR .....

Specify contract number

CONTRACT NO. : .....

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

Name of consultancy firm

.....

Company registration no with Suruhanjaya Syarikat Malaysia (local company). If foreign companies specify its registration number in its country)

(COMPANY NO. .....)

TABLE OF CONTENTS

1.0 DEFINITIONS AND INTERPRETATIONS 6
1.1. Definitions 6
1.2. Interpretations 7
1.3. Entire Agreement 8
2.0 APPOINTMENT AND CONSIDERATION 8
3.0 EEFECTIVE DATE AND DURATION OF THIS AGREEMENT 9
3.1. Contract Period 9
3.2. Extension of Contract Period 9
4.0 CONSULTANT'S REPRESENTATIONS AND WARRANTIES 10
5.0 CONSULTANT'S OBLIGATIONS 11
5.1. Quality of Services 11
5.2. Timeliness of Services 11
5.3. Consequences of Delay 12
5.4. Instructions by The Government 12
5.5. Consultant's Personnel 12
5.6. Information and Records 12
5.7. Liability 14
5.8. Indemnity 14
5.9. Confidentiality 15
5.10. Notice of Delay 16
5.11. Assistance in Arbitration Inquiry or Litigation 16
5.12. Situation Beyond Control Of Consultant 16
5.13. Prohibition on Association 17
5.14. Prohibition on Conflicting Activities 17
5.15. Independent Consultant 17
5.16. Technology and Knowledge Transfer 17
5.17. Intellectual Property Rights 18
6.0 GOVERNMENT'S OBLIGATIONS 19
6.1. Appointment of GR 19
6.2. Obligation to give instructions, decisions, etc. without delay 19
6.3. Obligation to Supply Relevant Information and Assistance 19
6.4. Payment to the Consultant for Services 20
6.5. Withholding Payment 21
7.0 GOVERNMENT'S RIGHTS 22
7.1. Proprietary Rights of The Government in Relation to Documents 22
8.0 DISPUTE RESOLUTION 23
8.1. Dispute Resolution by Government Representative 23
8.2. Dispute Resolution Committee 23

8.3. Arbitration 24
9.0 SUSPENSION 25
9.1. Suspension and Resumption of Services 25
9.2. Extension of Time 25
9.3. Consequences of Mutual Termination 26
10.0 TERMINATION BY THE GOVERNMENT 26
10.1. Withholding Payment 26
10.2. Default by the Consultant 26
10.3. Events of Default 27
10.4. Consequences of Termination by the Government 27
11.0 TERMINATION BY THE CONSULTANT 29
11.1. Consequences of Termination by the Consultant 30
12.0 TERMINATION ON NATIONAL INTEREST 31
13.0 TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES 32
14.0 PAYMENT UPON SUSPENSION AND TERMINATION 32
15.0 FORCE MAJEURE 33
15.1. Events 33
15.2. Notification of Force Majeure 34
15.3. Termination by Force Majeure 34
15.4. Consequences of Termination due to Event of Force Majeure 34
15.5. Delay 34
15.6. Restoration 35
15.7. Insurance 35
16.0 AMENDMENT 36
17.0 NOTICES 36
18.0 GOVERNING LAW 36
19.0 COMPLIANCE WITH LAWS AND REGULATIONS 36
20.0 SEVERABILITY 37
21.0 RELATIONSHIP OF THE PARTIES 37
22.0 ADVERTISEMENT 37
23.0 TIME 37
24.0 COSTS AND STAMP DUTY 37
25.0 INCOME TAX 37
26.0 SCHEDULES AND APPENDICES 38
27.0 WAIVER 38
28.0 CUSTODY OF AGREEMENT 38
29.0 SUCCESSORS BOUND 38

SPECIAL PROVISIONS 39
SIGNATORIES TO THE AGREEMENT 40

APPENDIX 1 : TERMS OF REFERENCE 41
APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION 42
APPENDIX 3 : LETTER OF ACCEPTANCE 43
APPENDIX 4 : DELIVERABLES 44

APPENDIX 5A : SUMMARY OF TOTAL CONSULTING COST 45
APPENDIX 5B : CONSULTING FEES 46
APPENDIX 5C : OUT OF POCKET EXPENSES 47
APPENDIX 6 : SCHEDULE OF AGREED ITEMS 48
APPENDIX 7 : SERVICES IMPLEMENTATION SCHEDULE 49
APPENDIX 8 : CONSULTANT'S PERSONNEL 50
APPENDIX 9 : CONSULTANT'S PERSONNEL TIME INPUT SCHEDULE 51
APPENDIX 10 : CONSULTANT'S SERVICES TAX LICENSE 52
APPENDIX 11 : SCHEDULE OF PAYMENT 53

CONTRACT NO. : …… Specify contract number

"RECITALS"

THIS AGREEMENT is made on ……Date (day)…… day of ……Month and year……

BETWEEN

THE GOVERNMENT OF MALAYSIA as represented by ……Name of Government Agency… whose address is at ……Specify full address……(hereinafter referred to as "the **Government**") of the first part;

AND

Name of the sole proprietorship/partnership/body corporate, (whichever is applicable)
……,
Suruhanjaya Syarikat Malaysia Registration No./Ministry of Finance Registration
……, a body corporate incorporated under the Companies Act 1965 having its registered office at ……Specify full address……hereinafter referred to as "**Consultant**") of the other part.

The Government and the Consultant shall individually be referred as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS

(A) The Government is desirous of obtaining consultancy services (hereinafter referred to as "**the Services**") necessary for ……Specify full name of the research…… hereinafter referred to as "**the Project**").

(B) The Consultant has submitted its proposal to the Government on the scope for the Services and both Parties have agreed on the scope of Services as per the Terms of Reference specified in **Appendix 1** and Technical Documents in **Appendix 2** of this Agreement.

(C) In furtherance of such intention, the Government has agreed to appoint the Consultant and the Consultant has agreed to such appointment to provide the Services necessary for the effective implementation of the Project. A copy of the Letter of Acceptance dated ……Date issued by Government……is attached in **Appendix 3** of this Agreement.

NOW IT IS HEREBY AGREED as follows:

PART A

GENERAL

1.0 DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement, including the appendices, unless the context otherwise requires the following words and expressions used under this Agreement shall have the following meanings:

(a) "Agreement" means this document and shall comprise the clauses, schedules and appendices of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time;

(b) "Consultant" means a company incorporated under the Companies Act 1965 in Malaysia and having its registered address at……Specify full address.;

(c) "Contract Price" means the ceiling of total consulting fee and ceiling out of pocket expenses as specified under clause 2.0;

(d) Contract Period means the contract period as prescribed under Clause 3.1 herein;

(e) "Deliverables" means all deliverables (including designs, drawings, details, plans, calculations and reports) as specified in **Appendix 4** to be submitted to the Government by the Consultant as particularly specified in the Terms of Reference in **Appendix 1** of this Agreement;

(f) "Government's Representative ("GR") means the person under item 5 in **Appendix 6** or such other person as may be appointed from time to time by the Government and notified in writing to the Consultant to carry out the duties of the GR and the person so designated or appointed may be described by position;

(g) "Services" means the professional consultancy services for the project which the Government has engaged the Consultant to perform in accordance with the Terms of Reference, Technical Documents and Deliverables as specified in **Appendices 1, 2** and **4**;

(h) "Steering Committee" means the committee, comprising of Government officials whose main function is to provide directions, review, consider and approve the Deliverables;

(i) "Technical Committee" means the committee, comprising of Government officials who will monitor the progress and implementation of the Services and provide input and feedback to the findings or recommendations of the Consultant.

1.2. Interpretations

In this Agreement, including the appendices/schedules/annexures, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) words denoting the singular number shall include the plural and vice versa;

(b) words denoting any gender shall include all genders

(c) words denoting persons shall include a body of persons, corporate or unincorporated;

(d) any reference to clauses, sub-clauses, appendices, annexures, schedules, paragraphs and sub-paragraphs shall be a reference to the clauses, sub-clauses, appendices, annexures, schedules, paragraphs and sub-paragraphs of this Agreement;

(e) reference to any party referred to in this Agreement shall include its successors or permitted assigns;

(f) reference to any document or agreement shall include reference to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(g) reference to any legislation or any provision of any legislation shall include statutory modification and any amendment, modification or any legislation or re-enactment of that legislation or any legislative provisions substituted for, and all regulations and statutory instruments issued under such legislation or provision;

(h) recital headings are for convenience only and shall not affect the interpretation and construction hereof;

(i) the recitals and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of any inconsistency between the terms of any of the appendices and the terms of this Agreement, the terms of this Agreement shall prevail over those appendices;

(j) any reference to an "amendment" includes any variation, deletion or addition and "amend" or "amended" shall be construed accordingly;

(k) any reference to "design" includes technical specifications, design drawings and any other relevant documentation;

(l) any reference to "law" includes any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, by-law or other legislative measure in Malaysia;

(m) any reference to a "day", "week", "month" or "year" is a reference to that day week, month or year in accordance with the Gregorian calendar;

(n) if any period of time is specified from a given day or a day of a given act or event, it is to be calculated exclusive of that day and if any such specified period of time or a day of a specified given act or event falls on a day which is not a Working Day, then such period of a specified time or a specified day of a given act or event is deemed to be on the next Working Day;

(o) any reference to "pay" or its cognate expressions includes payment made in cash or by way of bank draft (drawn on a bank licensed to carry on banking business under the provisions of the Financial Services Act 2013 [*Act 758*] and Islamic Financial Services Act 2013 [*Act 759*]) or effected through inter-bank transfers to the account of the payee giving the payee immediate access to available funds; and

(p) the recitals and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of any inconsistency between the terms of the appendices and the terms of this Agreement, the terms of this Agreement shall prevail over those appendices.

1.3. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, between the Parties in relation to such matter. The Parties hereby acknowledge that in entering into this Agreement, it has not relied on any representation or warranty save as expressly set out herein or in any document expressly referred to herein.

2.0 APPOINTMENT AND CONSIDERATION

The Government hereby appoints the Consultant and the Consultant accepts the appointment to provide the Services for a consideration of Ringgit ….Specify total coast in word format. only (RM..Specify total coast in number format…) as the ceiling contract amount (hereinafter referred to as the "**Contract Price**" and specified in **Appendix 5A** of this Agreement) which consists of Ringgit Malaysia ….Specify consulting fee in word format..only (RM..Specify consulting fee in number format..) as the ceiling consulting fee (as specified in **Appendix 5B** of this Agreement) and Ringgit ……Specify out of pocket expenses in word format……..…… only (RM…Specify out of pocket expenses in number format. as the ceiling out of pocket expenses (as specified in **Appendix 5C** of this Agreement) subject to the terms and conditions set forth in this Agreement as per the Letter of Acceptance dated ….Date issued by Government…… (as specified in **Appendix 2** of this Agreement).

3.0 EEFECTIVE DATE AND DURATION OF THIS AGREEMENT

3.1. Contract Period

This Agreement shall be for a period of…Specify duration of consultancy period (week/month/year)…… as specified under item 2 in **Appendix 6** (hereinafter referred to as the "**Contract Period**") commencing from ….Specify start date….. (hereinafter referred to as "**Commencement Date**") and shall expire on the date stated under item 3 in **Appendix 6 (**hereinafter referred to as the "**Contract Expiry Date**") unless terminated earlier in accordance with the provisions of Part E of this Agreement.

3.2. Extension of Contract Period

(a) The Consultant shall, upon it becoming reasonably apparent that the progress of the Services is delayed, apply in writing to the Government for the approval of extension of the Contract Period. The Consultant shall further furnish to the Government relevant information as to the causes of delay together with a revised Services Implementation Schedule and estimated revised cost (if any), for the approval of the Government.

(b) The Government shall have the absolute discretion whether or not to consider such application. In the event the Government agrees to extend the Contract Period, the Government shall inform the CA in writing pertaining to the period of extension. Provided that the extension on the Contract Period shall not affect the Contract Price as specified in clause 2.0.

PART B

CONSULTANT'S REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

4.0 CONSULTANT'S REPRESENTATIONS AND WARRANTIES

The Consultant hereby represents and warrants to the Government that –

(a) it is a corporation validly existing under the laws of Malaysia;

(b) it is registered as a consultancy firm with the Ministry of Finance Malaysia (MOF);

(c) the Consultant shall keep current all such registrations and ensure their validity throughout the duration of this Agreement;

(d) the Consultant has the legal capacity to enter into and perform its obligations under this Agreement and to carry out the Services as contemplated by this Agreement;

(e) the Consultant has taken all necessary actions to authorize the entry into and performance of this Agreement and to carry out the Services contemplated by this Agreement;

(f) as at the execution date, neither the execution nor performance by the Consultant of this Agreement nor any transactions contemplated by this Agreement will violate in any respect any provision of –

(i) its Memorandum and Articles of Association; or

(ii) any other document or agreement which is binding upon it or its assets;

(g) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;

(h) no corruption or unlawful or illegal activities or practices have been used to secure this Agreement;

(i) this Agreement constitutes a legal, valid and binding obligation of the Consultant and is enforceable in accordance with its terms and conditions;

(j) it has the necessary financial, technical, and professional capability and expertise to provide the Services under this Agreement,

and the Consultant acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

5.0 CONSULTANT'S OBLIGATIONS

5.1. Quality of Services

(a) The Consultant shall maintain a professional standard of service and competence and shall exercise all reasonable skill, care and diligence in the discharge of the professional services agreed to be performed under this Agreement in the best interests of the Government and, in so far as their duties are discretionary, shall act fairly between the Government and any third party.

(b) The Consultant shall have sufficient knowledge of the project and other regulations relating to the project, and shall advice the Government accordingly in matters affecting the implementation of the project.

5.2. Timeliness of Services

(a) The Consultant shall prepare a draft services implementation schedule incorporating the key dates specified for carrying out the Services which shall be in accordance with the requirements of the Terms of Reference, for the approval of the Government.

(b) The agreed draft service implementation schedule as approved by the Government shall be the Service Implementation Schedule as in **Appendix 7**; which shall be amended only with the approval of the Government. Any subsequent changes or amendments approved by the Government shall form part and be read together with the Service Implementation Schedule.

(c) The Consultant shall provide the Government scheduled progress reports in such form and details as prescribed in the Terms of Reference.

(d) The Consultant shall undertake to provide status updates through reports and presentations relevant to the Services as required by the Government and attend all deliberations and meetings of the Technical Committee and Steering Committee.

(e) The Consultant shall take remedial action as advised by the Technical Committee and Steering Committee as deemed appropriate and shall prepare the final reports, incorporating the issues raised for the consideration and approval of the Steering Committee.

5.3. Consequences of Delay

(a) If the Consultant fails to deliver any Deliverables by the due date(s) agreed by both parties as specified in **Appendix 4** of this Agreement without reasonable cause, the Consultant shall pay Liquidated and Ascertained Damages (LAD) to the Government for the delay. The period of delay shall be calculated beginning from the scheduled delivery date and ending on the actual date as delivered and submitted to the Government.

(b) The LAD shall be computed on a daily basis for each day of delay at every stage of deliverables based on the formula specified under item 10 in **Appendix 6** of this Agreement.

5.4. Instructions by The Government

(a) The Consultant shall comply with all instructions issued by the Government in regard to matters expressly empowered under this Agreement. The Consultant shall follow the Government procedures so far as possible and shall obtain prior approval in writing from the Government of any departures from such procedures. Nothing in this clause shall be deemed to affect the responsibilities of the Consultant in connection with the Services.

(b) The Consultant shall attend or be represented at all meetings convened by the Government to which the Consultant may be summoned, and shall advise and assist the Government on all matters relating to the Services.

5.5. Consultant's Personnel

(a) The Consultant shall provide efficient, suitably qualified and experienced Personnel and acceptable to the Government to carry out the Services.

(b) The Services shall be carried out by the Consultant's Personnel as specified under **Appendix 8** hereof within the time and stage as specified in the Service Implementation Schedule in **Appendix 7.**

(c) The Project Manager of the Consultant as specified in **Appendix 8** shall be responsible for the management of the Consultant's Personnel for the Services as well as to act as liaison between the Consultant and the Government.

(d) The Consultant shall ensure the Personnel are dedicated to the Services and give priority to the performance of their respective portions of the Services assigned to them over any other works, tasks and assignments in relation to other existing or future projects.

(e) No Personnel shall be engaged by the Consultant or its affiliates for other work or project without the prior written consent of GR.

(f) There shall be no changes or substitutions in the Consultant's Personnel set forth in **Appendix 8** without the prior written approval of the Government. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Consultant's Personnel, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualification and experience to the Government at no additional cost to the Government of which the Government shall consider without undue delay.

(g) No Personnel shall be engaged by the Consultant or its affiliates for other work or project without the prior written consent of GR.

(h) In the event the number of Consultant's Personnel as specified in **Appendix 8** is reduced without the prior written approval of the Government, the Government shall have the right to deduct the Consulting Fee based on Consultant's Personnel Time Input Schedule as specified in **Appendix 9.**

(i) The Consultant shall ensure that any changes, substitution or replacement of Personnel shall not affect the term and the implementation for the provision of the Services.

(j) Notwithstanding clause 5.5(f), the GR may at any time request the Consultant to reduce the number of the Personnel according to the progress of the Works.

(k) The GR may with the agreement of the Consultant, direct the Consultant, within a time frame of not less than fourteen (14) days, to remove any Personnel who, in the opinion of the GR, is lacking in appropriate skills or qualifications, engages in misconduct or is incompetent or negligent.

5.6. Information and Records

(a) The Consultant shall furnish the Government such information in relation to the Services as the Government may from time-to-time reasonably request.

(b) The Consultant shall keep accurate, systematic and up-to-date records and accounts in respect of the provision of the Services in such form and details as is customary in the profession or as may be required by the Government from time to time as shall be sufficient to establish accurately that the costs and expenditure referred to in **Appendix 5A, Appendix 5B and Appendix 5C** of this Agreement have been duly incurred.

(c)

(d) The Consultant shall permit the GR from time to time to inspect their records and accounts relating to the Services and to make copies thereof and shall permit the Government or any person authorized by the Government, from time to time, to audit such records and accounts during the performance of the Services.

(e) In the event of failure occurring after the completion of the Project, the Consultant may be required by the Government to submit a report detailing probable cause and remedial action. References shall be made to all kept records and accounts.

5.7. Liability

The Consultant agrees that it shall provide the Services under this Agreement in good faith and hereby warrants that the Services provided under this Agreement meet the professional standards for consultancy in the relevant field.

5.8. Indemnity

The Consultant agrees with the Government that –

(a) the Consultant shall perform all of its obligations under this Agreement at its own risk and releases, to the fullest extent permitted by law, and shall indemnify and keep the Government and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from carrying out of the Services except where such accident, damage, injury or death is caused or contributed to by any act or omission or negligence of the Government or its agents and servants and the Consultant expressly agrees that in the absence of any such act, omission or negligence as aforesaid the Government shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death.

(b) the Consultant shall indemnify and keep the Government indemnified from and against all actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (legal cost) charges and expenses whatsoever to which the Government shall or may be or become liable in respect of or arising from -

(i) the negligent use or act, misuse or abuse by the Consultant or the Consultant's Personnel, servants, agents or employees appointed by the Consultant in the performance of the Services; or

(ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to by carrying out the Services by the Consultant to any person and not caused by the negligence or willful act, default or omission of the Government, its agents or servants; or

(iii) any loss, damage or injury from any cause whatsoever to property or persons affected by the Services to the extent to which the same is occasioned or contributed to by the act, error**,** omission, neglect, breach or default of the Consultant or the Consultant's Personnel, servants, agents or employees; and

(c) the obligations under this clause shall continue after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

5.9. Confidentiality

(a) Except with the prior written consent or the instructions of the Government, the Consultant shall not at any time communicate to any person or body or entity any confidential information disclosed to the Consultant for the purpose of the provision of the Services or discovered by the Consultant in the course of this provision and performance of the Services; nor make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Services; nor make or cause to be made any press statement or otherwise relating to the Services; nor make use of the Deliverables for the purposes other than that stipulated in this Agreement and the foregoing obligations shall not be rendered void by suspension, termination or expiry of this Agreement for whatsoever cause.

(b) This sub-clause shall not apply to information which:

(i) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause;

(ii) is already known to the other party to whom it is disclosed to, at the time of disclosure;

(iii) is independently developed without benefit of the confidential information of the other party;

(iv) is in possession of the Consultant without restriction before the date of receipt from the other party subject to the right of the Government to re-classify certain information as confidential.

(c) In the event that the Consultant receives a request to disclose all or any part of any confidential information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by the Consultant shall not constitute a violation of this Agreement provided that-

(i) the Consultant promptly notifies the Government of the existence, terms and circumstances surrounding such request;

(ii) the Consultant consults with the Government on the advisability of taking available legal steps to resist or narrow, such request; and

(iii) the Consultant exercises its best efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the information to be disclosed.

(d) This clause continues in force notwithstanding the termination of this Agreement for any reason.

5.10. Notice of Delay

In the event the Consultant encounters any delay in obtaining the required assistance and information set forth in clause 5.6(a), the Consultant shall notify the Government of such delay and its duration and the Government, at its absolute discretion, may grant an appropriate extension of time and other consideration appropriate for provision of the Services.

5.11. Assistance in Arbitration Inquiry or Litigation

The Consultant shall, if so required by the Government, within the period of work before completion, assist and advise the Government with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and if and when so required by the Government shall attend and give evidence or otherwise assist the Government before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Services. In the event of arbitration or other proceedings arising after the completion of Services, if so required by the Government, the Consultant shall assist in any manner whatsoever and advise the Government under the same conditions of engagements as are applicable generally to this Agreement, subject always to −

(a) the right of the Consultant to recover its time and cost in attending to this request, such time and cost to be negotiated separately with the Government; and

(b) the right of the Consultant to take appropriate measures to safeguard and protect its interest.

5.12. Situation Beyond Control Of Consultant

(a) The Consultant shall immediately inform the Government in writing of any situation or the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations hereunder.

(b) If the Government agrees in writing that such situation or event exists, the Government may terminate this Agreement by giving not less than thirty (30) days written notice and shall pay all fees and payments due and outstanding to the Consultant in accordance with clause 14.0 within thirty (30) days from the date of termination of this Agreement.

(c) In the event of disagreement between the Parties as to the existence of such situation or event, the matter shall be referred to the GR as specified under item 5 in **Appendix 6** for a decision.

5.13. Prohibition on Association

The Consultant agrees that during and after the conclusion or termination of this Agreement, the Consultant shall limit its role for the Project to the provision of the Services and hereby disqualifies itself from the provision of goods or services in any capacity for the Project including bidding for any part of the Project except as the Government may otherwise agree or request the Consultant.

5.14. Prohibition on Conflicting Activities

No Personnel of the Consultant assigned to the Services under this Agreement nor the Consultant's staff, subsidiary or associate shall engage, directly or indirectly, either in his name or through his then employer, in any business or professional activities connected to the Services or Project and neither shall the Consultant's Personnel be so engaged directly or indirectly, either in his name or through the Consultant in any such other conflicting business or professional activities.

5.15. Independent Consultant

Nothing contained herein shall be construed as establishing or creating between the Government and the Consultant the relationship of master and servant or principal and agent. The position of the Consultant performing the Services is that of an independent consultant.

5.16. Technology and Knowledge Transfer

(a) If the Consultant appoints foreign professionals, the Consultant shall endeavour to ensure that the employees of the Government are trained or exposed to the expertise of such foreign professionals pursuant to a programme for technology and knowledge transfer.

(b) Pursuant to clause 5.14(a) above, the Consultant shall provide training for a minimum of .....Specify number of government officer..... officials nominated by the Government to be competent and conversant in the implementation of the Project.

(c) The Consultant shall allow the employees of the Government to be involved in the study and implementation of the Project commencing from the Commencement Date of this Agreement until the Contract Expiry Date.

5.17. Intellectual Property Rights

(a) Any intellectual property rights arising out of design, plans, calculations, drawings, developed or used for or incorporated in the Services shall vest in and become the sole property of the Government free and clear of all liens, claims and encumbrances. The Consultant shall not during or at any time after completion on the Services or after the expiry or termination of this Agreement, in any way, question or dispute the ownership of the Government.

(b) The Consultant agrees to grant to the Government free from all royalties, fees and other charges, all licenses in respect of intellectual property rights now or hereafter owned or controlled by the Consultant or in respect of which the Consultant has or will have the right to grant licenses of any design, plans, calculations, drawings, developed or used for or incorporated in the Services or any part thereof.

(c) The Consultant shall defend and indemnify the Government from and against all claims, costs, damages, charges and proceedings whatsoever for or on account of infringement of any intellectual property rights in respect of any design, plans, calculations, drawings, documents, plant, equipment, machinery, material, methods or processes developed or used for or incorporated in the Services except where such infringement results from compliance with the Government's instructions in accordance with this Agreement.

(d) Where any infringement results from compliance with the Government's instructions in accordance with this Agreement, any royalties, damages or other monies which the Consultant may be liable to pay to the persons

entitled to such intellectual property rights shall be reimbursed by the Government.

PART C

GOVERNMENT'S RIGHTS AND OBLIGATIONS

6.0 GOVERNMENT'S OBLIGATIONS

6.1. Appointment of GR

(a) The Government shall appoint the person under item 5 in **Appendix 6** of this Agreement or other persons from time to time as the Government Representative ("GR") to carry out its obligations and to exercise its right under this Agreement, and the GR shall have the power to carry out such obligations and exercise such rights on behalf of the Government, except for the provisions under clause 10.0, 12.0 and 13.0 which are expressly reserved to the officer authorized as named in the signatories to this Agreement or any other officer authorized under section 2 of the Government Contracts Act 1949 [Revised 1973].

(b) The Consultant shall comply with all instructions issued by the GR in regard to matters expressly empowered to the GR to issue under this Agreement.

6.2. Obligation to give instructions, decisions, etc. without delay

(a) All instructions, notifications, consent or approval issued by the Government or the GR shall be in writing. However the GR may, where necessary issue oral instructions, notifications, consent or approvals and such oral instructions, notifications, consents or approvals shall be followed in writing not later than seven (7) days thereafter.

(b) If the Consultant requires a decision from the Government for the performance of its Services under this Agreement, the Consultant shall submit its request in writing to the GR and the GR shall give its decision within the period stipulated under item 6 in **Appendix 6** of this Agreement.

6.3. Obligation to Supply Relevant Information and Assistance

(a) The Consultant may request all the necessary and relevant information which are in the possession of the Government required for purposes of carrying out of its Services under this Agreement. Notwithstanding the request, the Government shall have the discretion to supply the necessary information it deems relevant.

(b) Any necessary and relevant information supplied by the Government to the Consultant pursuant to clause 6.3(a) of this Agreement shall not

relieve the Consultant of any of the Consultant's obligations under this Agreement.

(c) The Government gives no warranty in any manner whatsoever for the data, report, map, photograph, plan, drawing, record or other information either as to the accuracy or sufficiency or as to how the same should be interpreted and the Consultant, when he makes use of and interprets the same, shall do so entirely at his own risk and it shall not constitute a breach of obligation on the part of the Government under clause 6.3(a) of this Agreement if such data, report, map, photograph, plan, drawing, record or information is not accurate or sufficient for the purpose of performing the Consultant's obligation under this Agreement.

(d) Where necessary, the Government shall assist the Consultant to obtain, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Government shall not be responsible for any damage to such land or any property thereon resulting from such access.

6.4. Payment to the Consultant for Services

(a) the Contract Price consist of the fixed ceiling consulting fee as specified in **Appendix 5B** ("Fixed Ceiling Consulting Fees") and the ceiling out of pocket expenses as specified in **Appendix 5C** ("Ceiling Out of Pocket Expenses"). If the actual costs incurred in the performance of the Services does not exceed the Fixed Ceiling Consulting Fee and the Ceiling Out Of Pocket Expenses, downward adjustments can be made in accordance with **Appendix 5A**, **Appendix 5B** and **Appendix 5C.** The payment shall include amongst others the Government Service Tax, which amount shall be paid by the Government to the Consultant upon the Consultant giving proof of the registration of the Service Tax Act 2018 with the Royal Customs Department of Malaysia. A copy of the registration of Government Service Tax with the Royal Customs Department of Malaysia is attached in **Appendix 10** of this Agreement.

(b) Payments under this Agreement shall be made progressively in stages/phases in accordance with the Schedule of Payment as in **Appendix 11** upon the Consultant furnishing to the Government all relevant drawings, design, reports, records and data when submitting request for payment.

(c) Payment to the Consultant shall be made within thirty (30) days upon receiving the proper invoices, vouchers and other appropriate supporting materials from the Consultant and be deposited to the account of the Consultant as specified under item 7 in **Appendix 6.**

(d) If any item or part of an item of an account/claims/invoices rendered by the Consultant is reasonably disputed or reasonably subject to question

by the Government, the Government shall within thirty (30) days after receipt of the invoice by the GR inform the Consultant in writing of all items under dispute or subject to question. Payment by the Government of the remainder of the invoice shall not be withheld on such grounds.

(e) Except as otherwise agreed between the Government and the Consultant, payments in respect of all fees and expenses incurred by the Consultant shall be made in Ringgit Malaysia.

(f) If the Consultant intends to claim any additional payment pursuant to any clause of this Agreement, the Consultant shall within ninety (90) days of the occurrence of such event or circumstances or instructions give notice in writing to the GR of its intention for such claim and submit full particulars of the claims together with supporting documents, for the approval of the Government. If the Consultant fails to comply with this clause, the Consultant shall not be entitled to such claim and the Government shall be discharged from all liability in connection with the claim.

(g) Final payment of the Contract Price shall be made only after the final Deliverables and a final account, identified as such, have been submitted by the Consultant and approved as satisfactory by the Government. Any amount which the Government has paid or caused to be paid in excess of the costs actually incurred shall be reimbursed by the Consultant to the Government within thirty (30) days after receipt by the Consultant of notice thereof.

6.5. Withholding Payment

(a) The Government may by giving written notice to the Consultant, and without prejudice to any other rights the Government may have under this Agreement, withhold payments to the Consultant under this Agreement, upon the occurrence and continuance of any of the following events:

(i) the Consultant commits any breach of the terms and conditions of this Agreement; or

(ii) the progress of the Services fails to measure up to the aggregate payment made to date; or

(iii) any other condition which has arisen, which in the opinion of the Government, interferes or threatens to interfere with the successful carrying out of the Project or the accomplishment of the purposes of this Agreement; or

(iv) any failure of the Consultant to deliver the Services to the satisfaction of the Government.

(b) The Consultant may apply to the Government, within fourteen (14) days after receiving notice referred to in clause 6.5(a) to review the decision to withhold payments by submitting documents and other evidence to substantiate its claims that the Services is compatible to the payments received. The Government's decision on the application shall be final and conclusive.

7.0 GOVERNMENT'S RIGHTS

7.1. Proprietary Rights of The Government in Relation to Documents

(a) All reports and relevant data such as plans, statistics and supporting records or material compiled or prepared by the Consultant in the course of this Agreement shall be the absolute property of the Government throughout their preparation and at all times thereafter. The Government shall have the sole and exclusive right, title and ownership to the documents.

(b) The Consultant shall deliver all the plans, statistics and supporting records or material compiled or prepared in the course of this Agreement to the Government upon the Contract Expiry Date or earlier termination of this Agreement. The Consultant shall not use any information in the documents for purposes unrelated to this Agreement without the prior written consent of the Government save and except where the same is required by law or any other regulatory authority or for the purposes of the Consultant's quality performance review processes.

(c) The Consultant shall not publish alone or in conjunction with any other person any articles, photographs or other illustration relating to the Services unless with the prior written consent of the Government.

(d) The Government reserves the right to make use of all documents including drawings and specifications relating to the Services at any time and for any purpose it so wishes.

PART D

DISPUTE RESOLUTIONS

8.0 DISPUTE RESOLUTION

8.1. Dispute Resolution by Government Representative

(a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) which are not capable of being amicably resolved between the Parties may be referred to the appointed GR.

(b) The GR who is appointed for such purposes shall undertake to resolve such dispute with all fairness and endeavour to achieve the best possible solution for the Parties.

(c) If the Consultant:

(i) fail to receive a decision from the GR within seven days (7) days after being requested to do so; or

(ii) is dissatisfied with any decision of the GR.

then such dispute or difference shall be referred to Dispute Resolution Committee within fourteen days (14) days.

8.2. Dispute Resolution Committee

(a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee (hereinafter referred to as the “Dispute Resolution Committee"), comprising –

(i) Deputy Secretary of the Ministry/ Head of Department as the Chairman; (refer to 1PP/PK3.10)

(ii) one (1) representative to be appointed by the Government; and

(iii) one (1) representative appointed by the Consultant.

(b) The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any matter referred to it.

8.3. Arbitration

(a) If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant Parties within forty five (45) days after the date of referral, 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 Kuala Lumpur Regional Centre for Arbitration 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.

(b) Such reference shall not be commenced until after the completion or alleged completion of the Project or determination or alleged determination of the Consultant's employment under this Contract, or abandonment of the Project, unless with the written consent of the Government and the Consultant.

(c) In the event that such consent has been obtained in accordance with clause 8.3(b), 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 Agreement.

(d) 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.

(e) The award of the Arbitrator shall be final and binding on the Parties.

(f) In the event of the death of the arbitrator or his unwillingness or inability to act, then the Government and the Consultant upon agreement shall appoint another person to act as the arbitrator, and in the event the Government and the Consultant fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Kuala Lumpur Regional Centre for Arbitration.

(g) this clause, "reference" shall be deemed to be reference to arbitration within the meaning of the Arbitration Act 2005.

(h) The arbitration shall be governed by the Arbitration Act 2005 and the laws of Malaysia.

PART E

SUSPENSION AND TERMINATION

9.0 SUSPENSION

9.1. Suspension and Resumption of Services

(a) The GR may at any time instruct the Consultant to suspend part or all of the Services by the giving the Consultant due notice in writing.

(b) Upon receipt of such instruction, the Consultant shall suspend part or all of the Services for such time and in such manner as specified in the instruction and shall duly protect, store and secure the Services against any deterioration, loss or damage.

(c) During the suspension period, the Consultant shall continue to perform his obligations under the Agreement which is not affected by the instruction to suspend, including the obligation to effect and maintain insurance.

(d) The GR may instruct the Consultant to resume the Services at any time thereafter. Upon receipt of such instruction the Consultant shall resume the Services and the Parties shall jointly examine the Services affected by the suspension. The Consultant shall make good any deterioration or defect in or loss of the Services which has occurred during the suspension. The Consultant shall also take all necessary actions to mitigate the expenses incurred.

9.2. Extension of Time

(a) If the Consultant suffers delay and/or incurs expenses in complying with the instruction under clause 9.1 and in resumption of the Services, and if such delay and/or expenses was not foreseeable by the Consultant, the Consultant shall give notice for extension of time. PROVIDED THAT the Consultant shall not be entitled to such extension if the suspension is due to a cause attributable to the Consultant and the Consultant shall not be entitled to payment of loss and expenses if the Consultant−

(i) fails to take measures specified in clause 9.1(b); and

(ii) fails to take all necessary action to mitigate the expenses incurred.

(b) In the event such suspension shall continue for a period of more than twelve (12) months, the Parties shall then discuss whether to mutually terminate the Agreement or suspend the Services for a further period.

9.3. Consequences of Mutual Termination

(a) If this Agreement is mutually terminated under this clause-

(i) clause 11.1 (b) shall apply; and

(ii) payment obligations including all costs and expenditure incurred by the Government and the Consultant shall be ascertained in accordance with clause 14.

10.0 TERMINATION BY THE GOVERNMENT

10.1. Withholding Payment

If any of the conditions referred to in clause 6.5(a) shall have happened and be continuing for a period of fourteen (14) days after the Government has given written notice of withholding of payments to the Consultant under this Agreement, the Government may by written notice to the Consultant terminate this Agreement.

10.2. Default by the Consultant

(a) In the event the Consultant without reasonable cause −

(i) suspends the implementation of the Services;

(ii) fails to proceed regularly and diligently with the performance of its obligations under this Agreement;

(iii) fails to execute the Services in accordance with this Agreement ;

(iv) persistently neglects to carry out its obligations under this Agreement;

(v) defaults in performing the duties under this Agreement; or

(vi) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

(hereinafter referred to as the “Consultant Default”), then the Government shall give notice in writing (hereinafter referred to as the “Default Notice”) to the Consultant specifying the default and requiring the Consultant to remedy such

defaults within fourteen (14) days from the date of issuance of the Default Notice (hereinafter referred to as the "Remedy Period"). If the Consultant fails to remedy the relevant default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect to the Consultant.

10.3. Events of Default

(a) If at any time during the Contract Period-

(b) the Consultant goes into liquidation or a receiver is appointed over If at any time during the Contract Period-

(i) the Consultant goes into liquidation or compounds with or enter into an arrangement or compositions with its creditors;

(ii) an order is made or resolution is effectively passed for winding up of the Consultant (except for the purpose of restructuring or amalgamation with the written consent of the Government, which consent shall not be unreasonably withheld);

(iii) a provisional liquidator, receiver or manager of its business or undertaking is appointed, or possession taken by or on behalf of the creditors or debenture holders secured by a floating charge of any property comprised in or subject of the said floating charge over the assets of the Consultant; or

(iv) execution is levied against a substantial portion of the Consultant's assets; or

(v) the Consultant assigns the whole or any part of this Agreement; or

(vi) the Consultant did not obtain prior written approval from the Government for any sale or transfer of company's equity throughout the contract period;

(vii) any of the CA's director is prosecuted for any offences; or

(viii) any other condition which has arisen, which in the opinion of the Government, interferes or threatens to interfere with the successful carrying out of the Services or the accomplishment of the purposes of this Agreement,

then the Government shall have the right to terminate this Agreement forthwith by giving notice to that effect.

10.4. Consequences of Termination by the Government

(a) Upon termination of this Agreement under clause 10.1, 10.2 or 10.3 the powers and rights granted by the Government to the Consultant and the obligations in this Agreement shall terminate immediately.

(b) The Consultant shall hence forth –

(i) cease all the Services immediately;

(ii) submit to the Government the detailed reports of the costs of the Services and other payments which has become due and owing from the Government prior to the termination for verification and approval by the Government;

(iii) forthwith, at its own costs and expense, vacate and remove from the Project Management Team's office any equipment, machineries and materials belonging to the Consultant, its Personnel, employees, servants and agents and make good all damage caused by such removal or such detachment;

(iv) at no cost, hand over all plans, drawings, reports, records, documents, specifications and similar materials to the Government save and except its own working papers and archival copy of any advice, reports or opinion of which are retained to support any advise opinion or report that the Consultant may provide;

(v) terminate all the third party contract entered into by the Consultant in relation to the Project on or before the date of termination and the Government shall not be liable for any termination costs arising thereby and shall be indemnified and held harmless by the Consultant in respect hereof;

(vi) allow a third party to enter into an agreement with the Government or any person deemed necessary by the Government for the purpose of carrying out or completing the Services.

(vii) bear all liabilities, obligations, claims, suits or proceedings whatsoever exiting prior to and as at the date of termination arising out of or in connection with-

i. any other agreement entered by the Consultant in relation to its obligation under this Agreement; or

ii. any act of default, omission or negligence of the Consultant, its Personnel, employers, agents or servants,

and the Government shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings; and

(viii) pay to the Government not later than six (6) months after the date of termination the aggregate of-

(A) all amounts at that time which may be owing by the Consultant to the Government under this Agreement; and

(B) any costs and expenses (including any incidental costs and expenses) paid or incurred by the Government arising from such default including any additional costs incurred by the Government in having to engage third party to complete the Service in excess of the costs and expenses which would have been incurred by Consultant in completing the Services.

(c) The Government shall hence forth −

(i) pay the Consultant part of the consulting fees in proportion to the amount of the Services performed up to the date of termination;

(ii) deduct all costs, losses and damages incurred under 10.4 (b)(viii), from the payment then or thereafter due to the Consultant. The amount, if any, remaining to be paid thereafter to the Consultant and the amount under clause 10.4 (c)(i) shall constitute the Consultant's sole claim for payment following termination under clauses 10.1, 10.2 and 10.3;

(iii) be entitled to claim against the Consultant for any losses and/or damages suffered as a result of the termination; and

(iv) be entitled to appoint another consultant to perform the Services

(d) For the avoidance of doubt, the Parties hereby agree that the Consultant shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 10.4 (c)(i) (if any). The Parties further agree that the payment made by the Government under clauses 10.4 (c)(i) shall constitute as a full and final settlement between the Parties.

11.0 TERMINATION BY THE CONSULTANT

(a) If the Government without reasonable cause fails to perform or fulfil any of its obligations which adversely affects the Consultant's obligations under this Agreement, then the Consultant may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within fourteen (14) days after receipt of such notice or such extended period as agreed by the Parties.

(b) If the Government fails to remedy the relevant default within such period or such other extended period as agreed by the Parties, the Consultant shall be entitled to terminate this Agreement at any time by giving notice to that effect.

11.1. Consequences of Termination by the Consultant

(a) the powers and rights granted by the Government to the Consultant and the obligations in this Agreement shall terminate immediately.

(b) The Consultant shall −

1. cease all the Services immediately;

2. submit to the Government the detailed reports of the costs of the Services and other payments which has become due and owing from the Government prior to the termination for verification and approval by the Government;

3. forthwith, at its own costs and expense, vacate and remove from the Project Management Team's office any equipment, machineries and materials belonging to the Consultant, its Personnel, employees, servants and agents and make good all damage caused by such removal or such detachment;

4. at no cost, hand over all plans, drawings, reports, records, documents, specifications, drawings including intellectual property rights and similar materials to the Government;

5. terminate all the third party contract entered into by the Consultant in relation to the Project on or before the date of termination and the Government shall not be liable for any termination costs arising thereby and shall be indemnified and held harmless by the Consultant in respect hereof;

6. allow a third party to enter into an agreement with the Government or any person deemed necessary by the Government for the purpose of carrying out or completing the Services;

7. bear all liabilities, obligations, claims, suits or proceedings whatsoever exiting prior to and as at the date of termination arising out of or in connection with-

    a. any other agreement entered by the Consultant in relation to its obligation under this Agreement; or

b. any act of default, omission or negligence of the Consultant, its Personnel, employers, agents or servants,

and the Government shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings; and

(viii) pay to the Government not later than six (6) months after the date of termination the aggregate of all amounts at that time which may be owing by the Consultant to the Government under this Agreement.

(c) The Government shall −

(i) pay the Consultant part of the consulting fees in proportion to the amount of the Services performed up to the date of termination;

(ii) deduct all costs, losses and damages incurred under 10.4 (b)(viii), from the payment then or thereafter due to the Consultant. The amount, if any, remaining to be paid thereafter to the Consultant and the amount under clause 11.1 (c)(i) shall constitute the Consultant's sole claim for payment following termination under clause 11.1.

(iii) be entitled to claim against the Consultant for any losses or damages suffered as a result of the termination; and

(iv) be entitled to appoint another consultant to perform the Services.

(d) For the avoidance of doubt, the Parties hereby agree that the Consultant shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 11.1 (c)(i) (if any). The Parties further agree that the payment made by the Government under clause 11.1 (c)(i) shall constitute as a full and final settlement between the Parties.

12.0 TERMINATION ON NATIONAL INTEREST

(a) Notwithstanding any provisions of this Agreement, the Government may terminate this Agreement by giving not less than fourteen (14) days notice to that effect to the Consultant (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.

(b) Upon such termination −

(i) clause 11.1(b) shall apply; and

(ii) the Parties hereby agree that the Consultant shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 11.1 (c)(i). The Parties further agree that the payment made by the Government under clause 11.1 (c)(i) shall constitute as a full and final settlement between the Parties.

13.0 TERMINATION ON CORRUPTION, UNLAWFULACTIVITIES, ILLEGAL ACTIVITIES OR BID RIGGING

(a) Without prejudice to any other rights of the Government, if the Consultant, its personnel, servants or employees, is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Agreement or any other agreement that the Consultant may have with the Government, the Government shall be entitled to terminate this Agreement at any time by giving immediate written notice to that effect to the Consultant. Without prejudice to any other rights of the Government, if the Consultant, its personnel, servants or employees is or are convicted by a court of law for corruption or unlawful or illegal activities or was found to be liable for an infringement of a prohibition from performing an act of bid rigging under the Competition Act 2010 [Act 712], in relation to this Agreement or any other agreement that the Consultant may have with the Government, the Government shall be entitled to terminate this Agreement at any time, , by giving immediate written notice to that effect to the Consultant.

(b) Upon such termination −

(i) clauses 10.4(b) and (c) be applicable;

(ii) the Government shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Government arising from such termination.

(iii) For avoidance of doubt, the Parties hereby agree that, subject to 13 (b)(i), the Consultant shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

14.0 PAYMENT UPON SUSPENSION AND TERMINATION

(a) In the event of the termination of this Agreement (unless such termination shall have been occasioned by the default of the Consultant) or the suspension of the Project by the Government, the Consultant shall be paid the following sums (less the amount of payments previously made to the Consultant):

(i) a sum deducible from the stage of Services completed at the time of termination or suspension; and

provided that the Consultant shall accept the said payments by the Government as full and complete settlement of all his claims for payment under or arising out of this Agreement.

(b) On suspension or termination, the Consultant shall be paid all fees and expenses commensurate with the Services performed by the Consultant up to the date of suspension or termination which may then be due. The payments made for fees and expenses shall be deemed as full and final payment for the Services up to the date of suspension or termination.

(a) If this Agreement is resumed, any payment of fees under this clause, except in respect of abortive work that has to be re-done, shall be taken as payment on account towards the fees payable under this Agreement.

(b) Upon suspension or termination of this Agreement, the Consultant shall within the period specified under item 8 in **Appendix 6** of this Agreement submit to the GR a statement of final account and supporting documentation showing in details the value of Services carried out in accordance with this Agreement.

(c) Within the period specified under item 9 in **Appendix 6** of this Agreement, the GR shall verify the statement of account and its supporting documentation and evaluate the Services carried out and shall issue the final account for the Services.

(d) FOR THE AVOIDANCE OF DOUBT, the Parties hereby agree that the Consultant shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

15.0 FORCE MAJEURE

15.1. Events

Neither Party shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations thereunder as a result of the occurrence of an Event of Force Majeure. An “Event of Force Majeure” shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall be –

(a) war (whether declared or not), hostilities, invasion, armed conflict, acts of foreign enemy, insurrection, revolution, rebellion, military or usurped power, civil war, or acts of terrorism;

(b) ionising radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;

(c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;

(d) natural catastrophe including but not limited to earthquakes, floods, subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather; and

(e) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the Consultant or its employees, which causes, or can reasonably be expected to cause either Party to fail to comply with its obligations,

PROVIDED THAT Event of Force Majeure shall not include economic downturn, non-availability or insufficient of fund or lack of financing on the part of the Consultant to perform its obligations under this Agreement.

15.2. Notification of Force Majeure

If any Event of Force Majeure occurs which renders a Party unable to perform or fulfil any of its obligations under this Agreement, the Party so affected shall immediately notify the other in writing of the occurrence of any Event of Force Majeure applicable to its obligations under this Agreement giving full details thereof and measures being taken by the Party so affected to reduce the severity of such event and subsequently the cessation of such event. If either Party does not agree that an Event of Force Majeure has occurred then the dispute shall be referred to the GR for a decision.

15.3. Termination by Force Majeure

If an Event of Force Majeure has occurred and either Party reasonably considers such Event of Force Majeure applicable to it to be of such severity or to be continuing for a period of more than six (6) months then the Parties may mutually terminate this Agreement.

15.4. Consequences of Termination due to Event of Force Majeure

If this Agreement is terminated pursuant to clause 15.3, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claims against each other save and except in respect of any antecedent breach.

15.5. Delay

(a) Any Party to this Agreement affected by the Event of Force Majeure who has complied with the requirement to provide notice in accordance with clause 15.2 shall not be liable for any delay in performing its obligation under this Agreement to the extent that such delay has been caused by one or more of Event of Force Majeure and the time for completion of any obligation under this Agreement shall be extended by the amount of the delay caused by such Event of Force Majeure. If the Parties do not agree as to the duration of the delay, the disagreement shall be referred to the GR for a decision.

(b) Notwithstanding clause 15.5(a), if the continuing occurrence of an Event of Force Majeure is of such severity that it frustrates the original intention and objective of the Parties hereto, the Parties hereto shall forthwith take steps to discuss the circumstances and the consequences of such event and shall consider how best to achieve the objectives of this Agreement in such circumstances and shall, if appropriate, give consideration to any amendment of this Agreement and the terms and conditions of such amendments.

15.6. Restoration

Notwithstanding any other provision in this Agreement, if an Event of Force Majeure occurs and this Agreement is not terminated then in any case where the delivery of the Services or any part thereof has been affected, the Consultant shall restore such Services to what it was immediately prior to the occurrence of that Event of Force Majeure at its own expenses. Where as a result of such restoration the Consultant is able to demonstrate that it has incurred substantial costs affecting the Services, the Consultant may apply to the Government for such remedies to enable the Company to recover the costs of such restoration.

15.7. Insurance

Notwithstanding any other Clause, the Consultant shall ensure that whenever reasonably practicable insurance is effected (whether by itself or by its contractors) to cover the occurrence of Events of Force Majeure, PROVIDED THAT such Events of Force Majeure are reasonably and practicably insurable.

PART F

GENERAL PROVISIONS

16.0 AMENDMENT

No modification, amendment or waiver of any of the provisions of this Agreement shall be valid unless it is made in writing by way of supplementary agreement specifically referring to this Agreement and duly signed by the Parties or its duly authorised representatives. The provision in respect of such amendment, variation or modification thereof shall be supplemental to and be read as an integral part of this Agreement which shall remain in full force and effect as between the Parties.

17.0 NOTICES

(a) Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing in Bahasa Malaysia or English language and delivered to the address or facsimile number of the Government or the Consultant, as the case may be, shown below or to such other addresses, or facsimile numbers as either party may have notified the sender and shall unless otherwise specified herein deemed to be duly given or made, in the case of delivery in person, when delivered to the recipient at such address or by facsimile transmission, when the recipient's facsimile number is shown on the sender's print-out for the transmission regarding the date, time and transmission of all pages, as specified under item 11 in **Appendix 6** of this Agreement.

(b) It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen days (14).

18.0 GOVERNING LAW

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

19.0 COMPLIANCE WITH LAWS AND REGULATIONS

(a) The Consultant shall comply with all applicable laws and regulations in Malaysia and all statutory requirements, standards and guidelines, regulating or relating to the conduct, trade, business of it's profession and shall be fully and solely liable for the provisions of the Services.

(b) The Consultant shall comply with relevant policies, procedures and regulations of the Government in carrying out the Services.”.

20.0 SEVERABILITY

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

21.0 ASSIGNMENT

The Consultant shall not assign, transfer or novate this Agreement or any part of it or any benefit or interest conferred by this Agreement to any third party.

22.0 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties and none of them shall have any authority to bind the other in any way nor shall this Agreement be construed to constitute any party the agent of the other party.

23.0 ADVERTISEMENT

No advertisement in respect of this Agreement shall be published by the Consultant or with the Consultant’s authority in the newspaper, magazine or in any forms of advertisement without prior written approval of the Government.

24.0 TIME

Time wherever mentioned, shall be of the essence of this Agreement.

25.0 COSTS AND STAMP DUTY

The Consultant shall solely bear the stamp duties, legal costs and fees in the preparation and execution of this Agreement and anything incidental thereto.

26.0 INCOME TAX

(a) The Consultant and Personnel, including any expatriate personnel and/or foreign Associated Consultant(s) for the Services shall submit the necessary tax returns as required by the Director-General of Inland Revenue in respect of their income in order that tax can be assessed.

(b) The Government shall deduct tax from all payments due to any expatriate personnel and/or foreign Associated Consultant(s) at the rate prescribed under the withholding tax laws in effect in Malaysia.

(c) The Government agrees to reimburse the foreign Associated Consultant(s) any excess payment in income tax.

27.0 SCHEDULES AND APPENDICES

All Schedules and Appendices herewith shall form an integral part of this Agreement and are to be taken as mutually explanatory of one another. However, if there is any ambiguity or discrepancy −

(a) between the Appendices with the terms and conditions of this Agreement, then the terms and conditions of this Agreement shall prevail over the Appendices; or

(b) in the Appendices of this Agreement, the GR and Consultant shall reach a mutual understanding to resolve the ambiguity or discrepancy.

28.0 WAIVER

Failure by any party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of its right to enforce the breach of such provision or any of the provision in this Agreement or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Agreement.

29.0 CUSTODY OF AGREEMENT

This Agreement shall be prepared in both original and certified duplicate copy. The original of this Agreement shall remain in the custody of the Government and shall be made available at all reasonable times for the inspection of the Consultant. The duplicate copy shall be kept by the Consultant.

30.0 SUCCESSORS BOUND

This Agreement shall be binding upon each of the Parties hereto and their respective successors in title.

PART G

SPECIAL PROVISIONS

[NOTE : WHERE THERE IS A NEED FOR SPECIAL CONDITIONS OVER AND ABOVE THE GENERAL CONDITIONS, THIS SECTION IS TO BE INSERTED BY THE RELEVANT AGENCY WITH THE APPROVAL OF THEIR RESPECTIVE LEGAL ADVISORS. OTHERWISE, THIS PAGE TO BE LEFT AS SUCH ABOVE]

- None -

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and the year first hereinbefore appearing.

SIGNED for and on behalf of) ……(Signature)……..
THE GOVERNMENT) (Name, Designation & Department's Seal)

In the presence of:

…….....
Name of witness :
NR IC No. :

SIGNED for and on behalf of) ……(Signature)……
THE CONSULTANT) (Name, Designation & Company's Seal)

In the presence of:

……
Name of witness :
NR IC No. :

APPENDIX 1

APPENDIX 1 : TERMS OF REFERENCE

[TO BE INSERTED BY RELEVANT AGENCY]

To Include at least :

1. Project Background
2. List & Mode of Deliverables
3. Scope of Services

APPENDIX 2

APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION

[CONSULTANT'S TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION- TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 3

APPENDIX 3 : LETTER OF ACCEPTANCE

[THE LETTER OF ACCEPTANCE SHALL INCLUDE THE SIGNING PAGE AND EXECUTED BY THE CONSULTANT - TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 4

APPENDIX 4 : DELIVERABLES

[TO BE INSERTED BY RELEVANT AGENCY]

No.	Deliverables Stages	Details	Due Date of Submission
1.			
2.			

APPENDIX 5A

APPENDIX 5A : SUMMARY OF TOTAL CONSULTING COST

[TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 5B

APPENDIX 5B : CONSULTING FEES

[DETAILED BREAKDOWN/CALCULATION OF FEES-
TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 5C

APPENDIX 5C : OUT OF POCKET EXPENSES

[DETAILED BREAKDOWN/CALCULATION OF OUT OF POCKET EXPENSES- TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 6

APPENDIX 6 : SCHEDULE OF AGREED ITEMS

Item	Clause of Agreement	Description	Remarks
1.	3.1	Commencement date	…… date to be inserted by Agency
2.	3.1	Contract period	…… week/month/year
3.	3.1	Contract Expiry date	…… date to be inserted by Agency
4.	3.2(b)	Period for negotiation of the terms and condition for extension of the contract period	… ..... week/month/year prior to Contract Expiry Date
5.	1.1(c), 5.12(c), 6.1(a) & 8.1(a)	Government's Representative (GR)	…… designation/(s) to be inserted by Agency
6.	6.2(b)	Period for the Government to give decision	…… days to be inserted by Agency
7.	6.4(c)	Consultant's bank account details for purposes of payment	Name: …….. Account No.…….. Bank Address:……..
8.	14(d)	Period for Consultant to submit statement of final account for the Services and supporting documentation to GR	…..... months from the date of suspension or termination
9.	14(e)	Period for GR to verify the statement of account and supporting documentation.	… ..... months from the date of receipt from the Consultant
10.	5.3(b)	Formula for calculation of Liquidated and Ascertained Damages: LAD = <u>% BLR</u> x <u>Fees</u> 100 365 (subject to a minimum of RM100/- per day)	RM ..... /day
11.	17(a)	a) <u>For the Government</u> b) <u>For the Consultant</u>	a) Official Designation: Address: Fax No.: Tel. No: Email : b) Name of Firm : c) Address : Fax No. : Tel No.: Email :

APPENDIX 7

APPENDIX 7 : SERVICES IMPLEMENTATION SCHEDULE

[TO INCLUDE DUE DATE(S) OF SPECIFICALLY IDENTIFIED DELIVERABLES- TO BE INSERTED BY RELEVANT AGENCY]

No	Deliverable stages	List of activities	Period of Implementations according to activities	Start Date (according to activities)	End Date (according to activities)

OR

GANTT CHART

APPENDIX 8

APPENDIX 8 : CONSULTANT'S PERSONNEL

[TO BE INSERTED BY RELEVANT AGENCY]

No	Name of Personnel (inclusive of owner & principal)	Role in Team	Number of Years of Working Experience	Age	Employment Status with the firm (Permanent/ Temporary)	Full Name of Highest Academic Qualification (specify name of university)	Professional Certificates (list name of certificate and membership no. (if any))

APPENDIX 9 : CONSULTANT'S PERSONNEL TIME INPUT SCHEDULE (IF APPLICABLE)

[TO BE INSERTED BY RELEVANT AGENCY]

No.	Name of Personnel Involved in each stages	Total Time Input by each personnel and according to deliverable stages	Start Date (work commenced by each personnel)	End Date (work ended by each personnel)
Deliverable Stage XX				
1				
etc				
Deliverable Stage XX				
etc				
Deliverable Stage XX				
etc				

APPENDIX 10

APPENDIX 10 : CONSULTANT'S SERVICES TAX LICENSE

[TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 11

APPENDIX 11 : SCHEDULE OF PAYMENT

[BREAKDOWN OF SCHEDULED PAYMENT BY STAGES/PHASES OR MONTHS-
TO BE INSERTED BY RELEVANT AGENCY]

PK 3.9



KERAJAAN MALAYSIA

Pemantauan dan Penilaian Prestasi Perunding

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PK3.9 PEMANTAUAN DAN PENILAIAN PRESTASI PERUNDING 1

1. Pemantauan & Penilaian Prestasi Perunding..... 1

2. Tarikh Kuat Kuasa..... 5

SENARAI LAMPIRAN

Lampiran 1 : Borang Laporan Penilaian Prestasi Perunding

PK3.9 PEMANTAUAN DAN PENILAIAN PRESTASI PERUNDING

1. Pemantauan & Penilaian Prestasi Perunding

1.1. Agensi adalah bertanggungjawab untuk memastikan penilaian prestasi perunding dibuat pada setiap peringkat perkhidmatan yang telah dilaksanakan oleh perunding. Maklumat prestasi perunding yang telah dinilai oleh Agensi hendaklah direkodkan ke dalam Sistem Maklumat Bersepadu Perolehan Kerajaan (MyGPIS). Borang penilaian prestasi adalah seperti di **Lampiran 1**. Prestasi perunding tersebut hendaklah dicetak melalui skrin "Paparan Perolehan Perunding" bagi rekod perolehan yang telah dikunci masuk dan disahkan bersama permohonan tuntutan bayaran bagi setiap kemajuan kerja untuk dikemukakan kepada pegawai kewangan Agensi masing-masing sebagai dokumen wajib bagi membolehkan bayaran kemajuan dibuat.

1.2. Penilaian prestasi perunding hendaklah dibuat secara adil dan saksama tanpa melibatkan sebarang unsur peribadi (*personel grudges*), berat sebelah, prejudis dan sebagainya.

1.3. Penilaian prestasi perunding perlu disediakan oleh sekurang kurangnya Pegawai Penyelia bagi projek/kajian yang dijalankan serta disahkan/disyorkan oleh *Government Representative's* (GR) yang menandatangani perjanjian atau Pegawai yang dilantik oleh GR atau Ketua Bahagian pemilik projek/kajian berkaitan.

1.4. Penilaian prestasi perunding hendaklah dilaksanakan bagi semua perolehan perkhidmatan perunding kerajaan termasuk projek fizikal yang dilaksanakan secara Reka dan Bina.

1.5. Penilaian prestasi perunding perlu dilaksanakan bagi semua projek dan kajian yang menggunakan peruntukan persekutuan.

1.6. Kriteria penilaian prestasi yang ditetapkan dan juga perkara utama yang perlu diberi perhatian adalah seperti berikut :

1.6.1. <u>Jadual Pelaksanaan</u>

(a) Penyampaian perkhidmatan mengikut tempohyang ditetapkan.

(b) Skala Pemarkahan

3 - Mendahului tempoh yang ditetapkan
2 - Menepati tempoh yang ditetapkan
1 - Lewat tetapi tidak menjejaskan penyampaian projek
0 - Lewat dan menjejaskan penyampaian projek

1.6.2. Skop Perkhidmatan

(a) Hasil kerja yang menepati TOR

(b) Skala Pemarkahan

3 - Menepati TOR dan tiada pindaan
2 - Menepati TOR dengan pindaan minimum
1 - Menepati TOR dengan pindaan yang berulangkali
0 - Tidak menepati TOR

1.6.3. Pengurusan Sumber

(a) Kecekapan perunding mengurus sumber-sumber berikut:

(i) Sumber manusia - Kakitangan yang mencukupi, pertukaran ahli pasukan yang minimum dengan kebenaran Agensi
(ii) Kewangan – Perbelanjaan berhemah
(iii) Peralatan dan perisian yang *reliable*

(b) Skala Pemarkahan

3 – Sangat baik
2 – Baik
1 – Sederhana
0 – Lemah

1.6.4. Keupayaan Teknikal

(a) Kakitangan yang kompeten.

(b) Skala Pemarkahan

3 - Sangat Baik
(Berupaya memberi khidmat nasihat profesional kepada Agensi)

2 – Baik
(Berupaya melaksanakan kerja selaras kehendak Agensi)

1 – Sederhana
(Berupaya melaksanakan kerja dengan teguran)

0 – Lemah
(Tidak berpengalaman dan tidak terlatih)

1.6.5. Kualiti Kerja

(a) Menepati kualiti kerja yang ditetapkan.

(b) Skala Pemarkahan
3 – Sangat baik
2 – Baik
1 – Sederhana
0 – Lemah

1.6.6. Kerjasama

(a) Kehadiran wakil firma dalam mesyuarat yang diadakan.

(b) Kehadiran prinsipal syarikat dalam mesyuarat (sekiranya kehadiran prinsipal diwajibkan).

(c) Kerjasama dengan perunding lain yang dilantik oleh Agensi bagi projek/kajian berkenaan

(d) Memberi kerjasama kepada pegawai Agensi yang dipertanggungjawabkan bagi projek/kajian berkenaan

(e) Skala Pemarkahan
3 – Sangat baik
2 – Baik
1 – Sederhana
0 – Lemah

1.6.7. Mematuhi Peruntukan Diluluskan

(a) Melaksanakan skop perkhidmatan berdasarkan peruntukan yang telah diluluskan selaras dengan kehendak Agensi (Rekabentuk berdasarkan kos).

(b) Skala Pemarkahan
3 – Sangat baik
2 – Baik
1 – Sederhana
0 – Lemah

1.6.8. Pengawasan/Penyeliaan Tapak (Projek Pembangunan Fizikal Sahaja)

(a) Memantau kakitangan tapak untuk memastikan pelaksanaan projek menepati masa, kos dan kualiti yang ditetapkan.
(b) Skala Pemarkahan
3 – Sangat baik
2 – Baik
1 – Sederhana
0 – Lemah

1.7. Perunding yang melakukan kesalahan antaranya melanggar mana-mana syarat/obligasi perjanjian perunding, Agensi hendaklah terlebih dahulu mengambil tindakan ke atas perunding berkenaan mengikut terma dan syarat yang diperuntukkan di dalam perjanjian (seperti menamatkan perkhidmatan perunding) sebelum sebarang laporan aduan dikemukakan ke Kementerian Kewangan untuk tindakan susulan.

1.8. Laporan aduan yang hendak dikemukakan ke Kementerian Kewangan ini hendaklah mematuhi format yang telah dikeluarkan oleh Kementerian Kewangan iaitu menggunapakai Borang KKM-BA (2010) di mana borang tersebut boleh didapati di dalam **PK 8**.

1.9. Borang Aduan yang telah lengkap diisi ini juga hendaklah disalinkan kepada badan kawal selia profesional yang berkaitan untuk makluman.

1.10. Bagi perunding pembangunan fizikal, sekiranya berlaku kegagalan selepas projek siap, Agensi hendaklah mengeluarkan arahan secara bertulis kepada perunding yang terlibat untuk menyediakan Laporan Tunjuk Sebab mengenai punca kegagalan dan kaedah mengatasinya kepada Kerajaan dengan segera selaras dengan syarat perjanjian perkhidmatan perunding. Agensi hendaklah meneliti laporan yang disediakan oleh perunding tersebut dan mengambil tindakan sewajarnya. Sekiranya daripada laporan tersebut didapati berlakunya sebarang

kecuaian di pihak perunding, Agensi hendaklah melaporkan perkara tersebut ke Kementerian Kewangan menggunakan borang aduan iaitu **Borang KKM-BA (2010)** dan disalinkan kepada badan kawal selia profesional yang berkaitan**.**

2. Tarikh Kuat Kuasa

Peraturan ini berkuat kuasa mulai **29 November 2022**.

LAMPIRAN

LAMPIRAN 1

BORANG LAPORAN PENILAIAN PRESTASI PERUNDING

MAKLUMAT PERUNDING

Nama :
Alamat :
No. Telefon :
No. Fax :
Bidang/ Kategori Perunding :
(cth: Arkitek/C&S/M&E/QS/ lain-lain)

MAKLUMAT PROJEK/KAJIAN

Projek/Kajian : Lokasi
:
Skop Perkhidmatan : Agensi
Pelaksana : No. Tel
Pegawai Agensi :
No. Faks :

Tarikh Penilaian :
Peringkat Kerja :
Kemajuan Kerja : *% (progress)*
TarikhSiap Projek/Kajian :

MAKLUMAT PENILAIAN PRESTASI PERUNDING

91 - 100	Sangat Baik	Perunding Pilihan
76 - 90	Baik	Secara Umum Perunding Boleh Diterima
61 - 75	Sederhana	Perunding Boleh Diterima Dengan Syarat
0 - 60	Lemah	Perunding yang Tidak Disyorkan

Kriteria**	**Markah Prestasi** Skala Prestasi = Lemah- 0, Sederhana - 1, Baik - 2, Sangat Baik - 3			
	Lemah	**Sederhana**	**Baik**	**Sangat Baik**
1) Mematuhi Jadual Pelaksanaan				
2) Mematuhi Skop Perkhidmatan				
3) Pengurusan Sumber				
4) Keupayaan Teknikal				
5) Kualiti Kerja				
6) Kerjasama				
7) Mematuhi Peruntukan Diluluskan				
8) Pengawasan/Penyeliaan (jika berkaitan)				
JUMLAH KESELURUHAN				
PENILAIAN PRESTASI KESELURUHAN	**Jumlah Keseluruhan / Markah Penuh* X 100**			

Markah Penuh kriteria 1 hingga 7 = 21; atau
Markah Penuh kriteria 1 hingga 8 = 24
****Sila rujuk PK3.9 untuk perincian kriteria***

DISYORKAN UNTUK PROJEK/KAJIAN AKAN DATANG : YA/TIDAK ULASAN

_____

_____

Tandatangan :	**Tandatangan :**
Nama & Jawatan :	**Nama & Jawatan :**
Tarikh :	**Tarikh :**

PK 3.10



KERAJAAN MALAYSIA

Pentadbiran Kontrak Perunding

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PK 3.10 PENTADBIRAN KONTRAK PERUNDING ..... Error! Bookmark not defined.**2**

1. Pendahuluan 2

2. Tatacara Pentadbiran Perjanjian Perunding 2

2.1. Arahan yang dikeluarkan oleh wakil Kerajaan (*Government Representative* – GR).....2

2.2. Kehadiran prinsipal firma di dalam mesyuarat/perbincangan yang dilaksanakan oleh pihak Kerajaan.....3

2.3. Perkhidmatan Reka Bentuk Bagi Projek Pembangunan Fizikal.....3

2.4. Kakitangan firma perunding.....4

2.5. Insuran Tanggung Rugi Profesional (*Professional Indemnity Insurance* – PII) bagi perunding untuk semua Projek Pembangunan Fizikal 4

2.6. Ganti Rugi Tertentu Dan Ditetapkan (*Liquidated Ascertained Damages* - LAD)5 ..5

2.7. Lanjutan tempoh masa perkhidmatan perunding (*Extension of Time* - EOT).....6

2.8. Pelanjutan tempoh perjanjian perunding (*Extension Of Contract Period*).....7

2.9. Menahan daripada membuat bayaran kepada perunding (*Withholding Payment*).7

2.10. Bayaran kepada perunding bagi perkhidmatan yang telah dilaksanakan 9

2.11. Jawatankuasa Penyelesaian Pertikaian (*Dispute Resolution Committee* – DRC) 9

2.12. Penamatan perkhidmatan perunding gagal melaksanakan obligasi perjanjian 10

3. Tarikh Kuat Kuasa 11

PK 3.10 PENTADBIRAN KONTRAK PERUNDING

1. Pendahuluan

1.1. Bagi semua perolehan perunding tanpa mengira had nilai, Surat Setuju Terima (SST) hendaklah dikeluarkan dan disusuli dengan tandatangan dokumen perjanjian dalam tempoh empat (4) bulan selepas SST ditandatangan balas oleh perunding. Format dokumen perjanjian perunding adalah seperti berikut:

1.1.1. *Form* CSA 2014 – *Architectural (Amendment* 2026);
1.1.2. *Form* CSA 2014 – *Engineering (Amendment* 2026);
1.1.3. *Form* CSA 2014 – *Quantity Surveying (Amendment* 2026); dan
1.1.4. *Form* CSA 2014 – *Research (Amendment* 2018)

1.2. Semua perjanjian ini hendaklah dikemukakan kepada Bahagian Undang-Undang Agensi untuk semakan bagi memastikan ia tidak bercanggah dengan peraturan perolehan perkhidmatan perunding yang berkuat kuasa.

2. Tatacara Pentadbiran Perjanjian Perunding

2.1. Arahan yang dikeluarkan oleh wakil Kerajaan (*Government Representative* – GR)

2.1.1. Agensi hendaklah terlebih dahulu mengenal pasti GR (perjanjian membenarkan bilangan GR melebihi seorang) yang boleh terdiri daripada Pegawai Pengawal atau pegawai lain yang kompeten dalam menyelia kerja perunding, mentadbir kontrak dan memahami keperluan projek/kajian yang dilaksanakan. GR adalah khusus di kalangan penjawat Awam sahaja.

2.1.2. Semua GR yang telah dikenal pasti hendaklah disenaraikan di dalam perjanjian perunding bertujuan memastikan semua arahan yang dikeluarkan kepada perunding adalah daripada GR tersebut sahaja. Ini adalah kerana hanya arahan daripada GR sahaja adalah sah dari segi perundangan.

2.1.3. GR hendaklah memastikan arahan yang dikeluarkan kepada perunding adalah arahan yang jelas dan tidak kerap berubah tanpa justifikasi yang kukuh, arahan yang mematuhi syarat- syarat perjanjian dan skop kerja perunding.

2.1.4. Semua arahan yang dikeluarkan oleh Agensi kepada perunding terutamanya arahan secara lisan hendaklah dengan segera disusuli dengan surat rasmi oleh GR tidak melebih tujuh (7) hari bekerja dan direkodkan di dalam fail projek berkaitan.

2.1.5. Semua arahan yang dikeluarkan oleh GR kepada perunding di dalam mesyuarat hendaklah dengan segera diminitkan dan minit mesyuarat hendaklah disahkan oleh Pengerusi mesyuarat dan

wakil syarikat perunding yang hadir dalam tempoh tidak melebihi tujuh (7) hari bekerja serta direkodkan di dalam fail projek berkaitan.

2.2. Kehadiran prinsipal firma di dalam mesyuarat/perbincangan yang dilaksanakan oleh pihak Kerajaan

2.2.1. Bagi mesyuarat/perbincangan yang memerlukan kehadiran perunding (sama ada Prinsipal atau wakil), Agensi hendaklah mengeluarkan surat panggilan/emel secara rasmi dengan lebih awal dalam tempoh minimum lima (5) hari bekerja kepada perunding bagi mengelakkan berlakunya ketidakhadiran perunding di dalam mesyuarat/ perbincangan tersebut.

2.2.2. Sekiranya Prinsipal tidak dapat menghadiri mesyuarat/ perbincangan di atas alasan yang munasabah, Agensi hendaklah memaklumkan kepada Prinsipal bahawa beliau hendaklah mewakilkan pegawai dalam kalangan ahli pasukan projek (pegawai tersebut telah dinamakan di dalam perjanjian) seorang yang kompeten, boleh menjawab persoalan atau isu yang dibangkitkan dan boleh membuat keputusan. Wakil Prinsipal tersebut hendaklah merupakan wakil tetap di dalam mesyuarat/perbincangan yang diadakan sepanjang pelaksanaan projek/kajian bertujuan mengelakkan Prinsipal diwakili pegawai yang berbeza setiap masa mesyuarat/perbincangan diadakan.

2.3. Perkhidmatan Reka Bentuk Bagi Projek Pembangunan Fizikal

2.3.1. Agensi hendaklah memastikan semua reka bentuk pengiraan, lukisan dan dokumen berkaitan ditandatangani oleh hanya Pemilik firma perunding memandangkan ianya adalah terletak di bawah tanggungjawab pemilik firma yang memiliki kelulusan profesional yang ditetapkan.

2.3.2. Sebarang arahan yang perlu dikeluarkan oleh perunding atau apa-apa pindaan yang perlu dibuat ke atas lukisan/brif projek/lain-lain dokumen berkaitan sama ada melibatkan pertambahan kos atau tidak, hendaklah mendapat kelulusan daripada Agensi terlebih dahulu. Perunding tidak dibenarkan sama sekali mengeluarkan arahan atau membuat apa-apa pindaan tanpa kebenaran awal daripada Agensi selaras dengan pematuhan ke atas klausa 5.5(c) hingga (g) di dalam perjanjian perkhidmatan perunding yang baharu.

2.3.3. Agensi dibenarkan untuk mendapatkan remedi daripada kecacatan (*defect*), kesilapan (*fault*) dan kekurangan (*insufficiency/ inadequacy*) yang disebabkan oleh rekabentuk perunding ketika perkara-perkara tersebut disahkan berlaku.
Remedi tersebut boleh dilakukan seperti berikut:

(a) Penolakan sejumlah wang yang ditentukan oleh GR daripada harga kontrak perunding; dan

(b) Sekiranya penolakan daripada harga kontrak tersebut tidak dapat dilaksanakan disebabkan baki bayaran tidak mencukupi, remedi boleh diperolehi daripada Insuran Tanggung Rugi Profesional (*Profesional Indemnity Insurance* – PII) yang diambil oleh firma perunding.

2.4. Kakitangan firma perunding

2.4.1. Agensi hendaklah memastikan semua kakitangan perunding yang terlibat sama ada di dalam projek pembangunan fizikal mahupun kajian Kerajaan telah dikenalpasti dan dinamakan sebelum perjanjian ditandatangani bagi memastikan hanya kakitangan yang berkelayakan, berkeupayaan dan berpengalaman sahaja telah dipilih oleh firma perunding yang dilantik oleh Agensi.

2.4.2. Bagi memastikan kelancaran projek, sekiranya terdapat kakitangan perunding yang terpaksa digantikan dengan kakitangan lain disebabkan perkara yang tidak dapat dielakkan, GR adalah diberi kuasa untuk meluluskan penggantian kakitangan tersebut tertakluk kakitangan yang digantikan hendaklah mempunyai kelayakan dan pengalaman yang sama atau lebih tinggi sebagaimana yang telah dipersetujui di dalam perjanjian tanpa melibatkan sebarang kos tambahan kepada Kerajaan.

2.4.3. Agensi berhak memotong bayaran perkhidmatan perunding sekiranya pengganti yang diberikan oleh perunding adalah berkelayakan dan berpengalaman lebih rendah daripada tawaran perunding yang telah dipersetujui di dalam perjanjian tertakluk penggantian ini telah mendapat kebenaran daripada GR terlebih dahulu. GR hendaklah memastikan pengganti tersebut walaupun berkelayakan dan berpengalaman lebih rendah adalah masih kompeten dalam melaksanakan skop kerjanya.

2.4.4. Agensi juga berhak memotong bayaran perkhidmatan perunding sekiranya didapati bilangan kakitangan pasukan perunding sebagaimana yang dipersetujui di dalam perjanjian adalah tidak mencukupi dalam tempoh pelaksanaan projek.

2.5. Insuran Tanggung Rugi Profesional (*Professional Indemnity Insurance* – PII) bagi perunding untuk semua Projek Pembangunan Fizikal

2.5.1. Agensi hendaklah memastikan perunding yang dilantik telah pun mengambil atau mempunyai insuran tanggung rugi profesional (PII) sebagai sekuriti kepada Kerajaan bagi melindungi daripada segala liabiliti yang disebabkan kecuaian atau kesilapan firma, rakan kongsinya dan kakitangannya semasa memberikan perkhidmatan perundingan bagi projek pembangunan fizikal

terutamanya di dalam rekabentuk mahupun apa-apa pandangan/nasihat yang diberikan.

2.5.2. Kos untuk menyelia PII adalah ditanggung sendiri oleh perunding dan tidak boleh disenaraikan di dalam butiran kos perunding memandangkan adalah menjadi tanggungjawab semua profesional untuk mengambil insuran ini sebagai jaminan ke atas kepakaran yang diberikan.

2.5.3. Tempoh sah laku PII tersebut hendaklah turut meliputi tempoh minimum 12 bulan selepas *Defect Liability Period* tamat.

2.5.4. Memandangkan perkara ini dinyatakan sebagai salah satu syarat mandatori di dalam klausa perjanjian piawai perunding ini, Agensi bertanggungjawab untuk memastikan perkara ini dinyatakan secara jelas di dalam kriteria pemilihan perunding, syarat pelawaan/ tender dan syarat lantikan.

2.6. Ganti Rugi Tertentu Dan Ditetapkan (*Liquidated Ascertained Damages* - LAD)

2.6.1. Agensi hendaklah memastikan pengenaan LAD ke atas perunding dilaksanakan sekiranya berlaku perkara-perkara berikut:

(a) Perunding gagal menepati tarikh penyerahan akhir setiap *deliverables* yang telah dipersetujui di dalam perjanjian perunding; dan

(b) Kelewatan/ kegagalan perunding menepati tarikh serahan akhir yang ditetapkan terbukti adalah disebabkan oleh pihak perunding sahaja dan tidak turut melibatkan kelewatan di pihak Agensi.

2.6.2. Pengenaan LAD ke atas perunding adalah bagi kelewatan penyerahan *deliverables* pada peringkat perkhidmatan seperti berikut:

(a) Projek pembangunan fizikal – setiap peringkat sehingga sebelum peringkat pembinaan bermula; dan

(b) Kajian - setiap peringkat sehingga penutupan akaun.

2.6.3. Bagi memastikan pengenaan LAD dapat dikuatkuasakan melalui perjanjian perunding, Agensi hendaklah menyenaraikan semua aktiviti mengikut *deliverables* di setiap peringkat perkhidmatan yang akan dilaksanakan oleh perunding. Dalam hal ini, Agensi hendaklah menetapkan tempoh masa serahan setiap *deliverables* sebagaimana yang ditetapkan dalam perjanjian.

2.6.4. Berdasarkan jadual *deliverables* yang ditetapkan di dalam perjanjian, GR hendaklah mengeluarkan arahan rasmi kepada perunding sekurang-kurangnya seminggu lebih awal daripada tarikh serahan akhir setiap *deliverables* untuk mendapatkan maklumat terkini kemajuan kerja perunding (*work progress*). Ini adalah bertujuan untuk membolehkan GR membuat pertimbangan sekiranya LAD perlu dikenakan atau EOT wajar diberikan berdasarkan maklum balas yang dikemukakan oleh perunding.

2.6.5. Pengenaan LAD kepada firma adalah dibuat melalui pemotongan bayaran kemajuan perkhidmatan perunding berdasarkan formula yang telah ditetapkan oleh Kerajaan seperti berikut:

$$\textbf{LAD} = \frac{\textbf{\textit{Base Lending Rate}}}{\textbf{100}} \times \frac{\textbf{\textit{Consulting Fees}}}{\textbf{365}}$$

(*subject to a minimum of RM100 per day*)

2.6.6. Agensi tidak boleh menimbang apa-apa formula lain atau cara pengiraan lain di dalam penentuan LAD kepada firma. Formula di perenggan 2.6.5 di atas hendaklah dipatuhi sama ada oleh Agensi mahupun firma.

2.7. Lanjutan tempoh masa perkhidmatan perunding (*Extension of Time* - EOT)

2.7.1. EOT hanya boleh dipertimbangkan oleh Agensi bagi perkara-perkara berikut sahaja:

(a) Sekiranya pihak perunding telah menghadapi kelewatan yang disebabkan oleh Agensi antaranya di dalam mendapatkan maklumat atau pengesahan/ persetujuan ke atas maklumat yang dikemukakan oleh perunding kepada individu/jawatankuasa di Agensi berdasarkan tarikh serahan *deliverables* yang telah dipersetujui di dalam perjanjian; dan

(b) Sekiranya terdapat arahan rasmi daripada GR untuk menangguhkan kesemua/ sebahagian daripada perkhidmatan yang ditetapkan di dalam perjanjian yang telah menyebabkan kelewatan di pihak perunding.

2.7.2. Sekiranya kelewatan terbukti adalah disebabkan oleh pihak perunding sahaja dan tidak turut melibatkan kelewatan di pihak Agensi, Agensi hendaklah mengambil tindakan pengenaan LAD ke atas perunding selaras dengan peruntukan di dalam perjanjian.

2.8. Pelanjutan tempoh perjanjian perunding (*Extension Of Contract Period*)

2.8.1. Berdasarkan jadual pelaksanaan kerja yang ditetapkan di dalam perjanjian, sekiranya didapati kemajuan kerja perunding mengalami kelewatan dan dikhuatiri tidak dapat diselesaikan dalam tempoh perjanjian, Agensi hendaklah membuat semakan semula ke atas jadual pelaksanaan kerja perunding untuk menentukan sama ada terdapat keperluan pelanjutan tempoh perjanjian perunding.

2.8.2. Sekiranya perjanjian perunding perlu dilanjutkan, Agensi hendaklah memastikan sebarang permohonan berkaitan dengannya dikemukakan lebih awal bagi memastikan kelulusan pelanjutan tempoh perjanjian oleh Pihak Berkuasa Melulus dan rundingan terma/syarat perjanjian tambahan dapat diselesaikan sebelum tarikh tamat perjanjian.

2.8.3. Agensi hendaklah memastikan bahawa perlanjutan tempoh perjanjian perunding dilaksanakan semasa perjanjian perunding sedia ada masih sah berkuat kuasa.

2.8.4. Sekiranya terdapat permohonan pelanjutan tempoh kontrak bagi perkhidmatan perunding setelah kontrak tamat, ianya hendaklah dibawa untuk pertimbangan dan kelulusan Pegawai Pengawal. Pegawai Pengawal hendaklah mendapatkan nasihat daripada Penasihat Undang-Undang dan mengambil tanggungjawab sepenuhnya ke atas keputusan yang dibuat.

2.9. Menahan daripada membuat bayaran kepada perunding (*Withholding Payment*)

2.9.1. Agensi berhak menahan daripada membuat bayaran kepada perunding sekiranya berlaku perkara-perkara berikut :

(a) Perunding melanggar terma dan syarat perjanjian.

Contoh:

(i). gagal memperbaharui pendaftaran dengan Kementerian Kewangan/ Lembaga Profesional dalam tempoh perjanjian masih berkuat kuasa.

(ii). membocorkan/ berkongsi maklumat Kerajaan kepada pihak ketiga tanpa kebenaran Agensi.

(b) Agensi telah mendapati bahawa bayaran yang telah dibuat kepada perunding sebelum ini adalah tidak setimpal dengan kerja yang telah dilaksanakan.

Contoh:

Payment of fees for Basic Services (Architecture)

Upon completion of each phase	*Percentage of total fee payable*
Design Development Phase (6 months)	*5% monthly until month 6*

Senario:

Agensi telah membuat pembayaran sehingga bulan keempat iaitu sebanyak 20% mengikut *Schedule of Payment* sedangkan didapati kemajuan kerja rekabentuk oleh perunding adalah hanya setakat 13 - 15% sahaja. Sehubungan itu, bagi bayaran seterusnya, Agensi berhak menahan bayaran sehingga perunding mencapai kemajuan kerja sebanyak 20%.

(c) Apa-apa keadaan/situasi, pada pandangan Agensi yang boleh mengganggu kelancaran pelaksanaan projek.

Contoh:

(i). Kakitangan perunding gagal hadir bertugas dalam tempoh yang munasabah atau tanpa kebenaran GR dan tanpa sebarang penggantian yang seterusnya mengakibatkan kelewatan projek/kajian.

(ii). Kegagalan perunding untuk menyempurnakan kerja/ perkhidmatan berdasarkan keperluan yang telah ditetapkan oleh Agensi.

(d) Kegagalan perunding untuk menyempurnakan kerja/ perkhidmatan berdasarkan keperluan yang telah ditetapkan oleh Agensi.

Contoh:

(i). Perunding gagal menyempurnakan laporan interim mengikut tahap yang dipersetujui oleh Agensi walaupun telah berulang kali diberi teguran dan cadangan penambahbaikan.

(ii). Perunding lewat mendapatkan kelulusan PBT kerana kurang memahami keperluan teknikal dan prosedur permohonan yang ditetapkan oleh PBT.

2.9.2. Walau bagaimanapun, perunding adalah dibenarkan untuk membuat rayuan ke atas penahanan bayaran tersebut dengan syarat perunding mengemukan dokumen dan bukti untuk menyokong bayaran tersebut. Penahanan bayaran yang

disebabkan oleh Perenggan 2.9.1(d) di atas, Agensi hendaklah memastikan perunding terlebih dahulu memenuhi keperluan/ kriteria yang ditetapkan bagi *deliverables* yang berkenaan sebelum penahanan bayaran dipertimbangkan untuk ditarik balik.

2.10. Bayaran kepada perunding bagi perkhidmatan yang telah dilaksanakan

2.10.1. Agensi hendaklah memastikan bayaran kepada perunding adalah dibuat mengikut kemajuan kerja sebagaimana yang telah ditetapkan di dalam perjanjian tertakluk perkhidmatan yang diberikan oleh perunding telah selesai dilaksanakan mengikut kemajuan kerja dan hasil kerja adalah memenuhi keperluan/kriteria yang ditetapkan oleh Agensi. Bayaran yang dibuat secara teratur akan memastikan Agensi mendapatkan kerjasama sebaik-baiknya daripada pihak perunding terutamanya sewaktu projek adalah di peringkat pembinaan.

2.10.2. Bayaran kepada perunding hanya boleh dibuat apabila perjanjian telah ditandatangani oleh kedua-dua pihak. Sehubungan itu, Agensi dan perunding dikehendaki menyegerakan untuk menandatangani perjanjian bagi mengelakkan masalah pembayaran. Memandangkan perjanjian piawai ini akan dikuatkuasakan penggunaannya bagi semua projek pembangunan fizikal dan kajian Kerajaan, sewajarnya tiada kelewatan di pihak Agensi atau perunding untuk menandatangani perjanjian dengan segera.

2.11. Jawatankuasa Penyelesaian Pertikaian (*Dispute Resolution Committee* – DRC)

2.11.1. Agensi hendaklah menubuhkan satu jawatankuasa yang dipersetujui oleh kedua-dua pihak bagi membincangkan dan menyelesaikan sebarang pertikaian yang timbul antara perunding dengan Agensi sepanjang pelaksanaan projek pembangunan fizikal/kajian termasuk perkara berkaitan LAD selaras dengan peruntukan di dalam perjanjian perunding. Kaedah pelantikan keahlian dan terma rujukan bagi DRC hendaklah disediakan oleh Agensi sebelum DRC bersidang.

2.11.2. DRC hendaklah terdiri daripada keahlian seperti berikut:

(a) **Pengerusi**

(i) <u>Kementerian:</u>

• Timbalan Ketua Setiausaha; atau

(ii) <u>Jabatan di bawah seliaan Kementerian [kecuali Jabatan Kerja Raya (JKR) dan Jabatan Pengairan & Saliran (JPS)]</u>:

• Ketua Jabatan; atau

(iii) JKR dan JPS:
- Timbalan Ketua Pengarah; atau

(iv) Jabatan Perdan Menteri:
- Timbalan Ketua Setiausaha (selain Timbalan Ketua Setiausaha Kanan).

(b) **Ahli**

(i) Seorang (1) wakil daripada pihak Agensi yang terlibat/ mempunyai pengetahuan mengenai projek pembangunan fizikal/ kajian yang terlibat; dan

(ii) Seorang (1) wakil daripada pihak perunding.

2.11.3. Keanggotaan DRC seperti di perenggan 2.11.2 hendaklah terdiri daripada Pengerusi dan ahli yang berbeza daripada keanggotaan *Contract Cordination Panel* (CCP) selaras dengan pematuhan ke atas 1PP/PK 4.4.

2.11.4. Bagi memastikan perbincangan, tindakan dan cadangan penyelesaian yang akan diambil adalah selaras dengan peruntukan klausa di dalam perjanjian, Agensi hendaklah mendapatkan nasihat dan pandangan daripada Bahagian Undang-Undang (BUU) Agensi masing-masing. Pengerusi DRC boleh sama ada meminta kehadiran wakil daripada BUU masing-masing sebagai Ahli Jemputan di dalam DRC atau mendapatkan ulasan daripada BUU sebelum atau selepas mesyuarat DRC bersidang bagi sesuatu perkara yang akan/ telah dibincangkan supaya apa-apa keputusan yang dibuat adalah selaras dengan perundangan yang berkuat kuasa.

2.11.5. Sekiranya pertikaian yang dibawa tidak dapat diselesaikan diperingkat DRC atau perunding tidak bersetuju dengan keputusan yang dibuat, pertikaian tersebut hendaklah dibawa ke CCP. Sekiranya persetujuan bersama masih tidak dapat dicapai dalam tempoh yang ditetapkan, pertikaian hendaklah seterusnya di bawa ke Timbang Tara (*Arbitration*).

2.12. Penamatan perkhidmatan perunding gagal melaksanakan obligasi perjanjian

2.12.1. Agensi berhak mengambil tindakan menamatkan perkhidmatan perunding sekiranya perunding melakukan perkara-perkara berikut tanpa justifikasi yang munasabah:

(a) Menangguhkan pelaksanaan perkhidmatan dan gagal meneruskan kerja dengan tekun sebagaimana obligasi perunding di dalam perjanjian;

Contoh:

(i). Perunding telah menangguhkan penyediaan Laporan Awal bagi kajian yang dilaksanakannya dan gagal menyiapkan laporan tersebut sebagaimana dikehendaki oleh Agensi.

(b) Gagal melaksanakan semua/ sebahagian perkhidmatan atau secara berterusan mengabaikan obligasi perunding di bawah perjanjian;

Contoh:

(i). Perunding tidak melaksanakan kerja pengawasan tapak yang merupakan skop perkhidmatan yang dikehendaki oleh Agensi di dalam perjanjian.

(c) Kemungkiran melaksanakan tanggungjawab perunding iaitu tidak memberikan perkhidmatan secara profesional, kompeten, berhati-hati dan tekun sepanjang masa;

Contoh:

(i). Perunding memperakukan tuntutan bayaran oleh kontraktor pembinaan bagi kuantiti bahan binaan melebihi daripada kuantiti sebenar yang berada di tapak pembinaan.

(d) Obligasi yang dilaksanakan oleh perunding tidak menepati kehendak Agensi atau gagal mematuhi terma/ syarat yang lain di dalam perjanjian.

Contoh:

(i). Perunding menggantikan kakitangan yang terlibat dalam pasukan kajian tanpa terlebih dahulu mendapatkan kebenaran daripada pihak Kerajaan.

2.12.2. Walau bagaimanapun, penamatan perkhidmatan perunding hendaklah mengikut kaedah atau tatacara yang telah diperuntukkan di dalam perjanjian perunding.

3. Kuat Kuasa

3.1 Peraturan ini berkuat kuasa mulai **29 November 2022**

3.2 Pindaan berkuat kuasa pada **1 Julai 2026**

PK 3.11

KERAJAAN MALAYSIA

Perolehan Perkhidmatan Perunding Utama (*Lead Consultant*) Bagi Projek Pembangunan Fizikal

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PK3.11 Perolehan Perkhidmatan Perunding Utama (*Lead Consultant*) Bagi Projek Pembangunan Fizikal 1

1. Pendahuluan 1

2. Mekanisme Pelaksanaan Perolehan Perunding Utama 2

3. Pentadbiran Kontrak Perunding Utama 7

4. Merekod Lantikan Perunding LC 9

5. Tarikh Kuat Kuasa 9

SENARAI LAMPIRAN

Lampiran 1 : Borang Senarai Induk Perunding

Lampiran 2 : Iklan Tender *Lead Consultant*

Lampiran 3 : Dokumen Pelawaan *Lead Consultant*

Lampiran 4: : Surat Setuju Terima *Lead Consultant*

Lampiran 5 : Perjanjian Perkhidmatan Perunding

PK 3.11 PEROLEHAN PERKHIDMATAN PERUNDING UTAMA (*LEAD CONSULTANT*) BAGI PROJEK PEMBANGUNAN FIZIKAL

1. Pendahuluan

1.1. Pandemik COVID-19 telah memberikan kesan besar kepada ekonomi dunia termasuk Malaysia. Sebagai tindakan memacu pembangunan semula ekonomi negara, Kerajaan perlu memulihkan aktiviti ekonomi berimpak tinggi terutamanya sektor pembinaan.

1.2. Beberapa inisiatif telah diambil oleh Kementerian Kewangan Malaysia (MOF) bagi mempercepatkan pelaksanaan perolehan dan projek Kerajaan yang telah diluluskan dalam Belanjawan Tahun 2020. Antara inisiatifnya adalah pelaksanaan perolehan Perunding Utama (***Lead Consultant* – LC**) bagi projek pembangunan fizikal sebagai alternatif kepada mekanisme sedia ada.

1.3. Peraturan melalui PP/PK3.1 telah membenarkan Agensi Kerajaan untuk melaksanakan perolehan LC bagi kos projek pembangunan fizikal bernilai sehingga RM10 juta bertujuan untuk mempercepatkan pelaksanaan projek kecil. Oleh itu, pekeliling ini memberi kebenaran kepada Agensi Kerajaan untuk melaksanakan perolehan LC bagi kos projek pembangunan fizikal melebihi RM10 juta dan menggariskan mekanisme pelaksanaan perolehan LC sebagai alternatif kepada kaedah perolehan perunding sedia ada.

1.4. Perolehan LC bermaksud pelantikan perunding oleh Agensi Kerajaan daripada satu bidang arkitek/jurutera mengikut skop utama sesuatu projek. LC yang berjaya ditawarkan projek akan seterusnya melantik Sub Perunding (*Sub Consultant* - SC) daripada pelbagai bidang perunding fizikal lain selaras dengan terma rujukan bagi melaksanakan projek.

1.5. Pelaksanaan perolehan perunding fizikal iaitu arkitek, jurutera, ukur bahan, ukur tanah secara berasingan masih dikekalkan seperti mana mekanisme sedia ada. Walau bagaimanapun, kelonggaran diberikan kepada Agensi Kerajaan untuk melaksanakan perolehan LC mengikut kesesuaian dan kompleksiti projek masing-masing berdasarkan ketetapan di perenggan 2 hingga 4 di bawah.

1.6. Pekeliling ini hendaklah dibaca bersekali dengan PP/PK3.1 hingga PP/PK3.10. Mana-mana peraturan perolehan perunding yang tidak dinyatakan dalam pekeliling ini, hendaklah mematuhi peraturan perolehan perunding yang berkuat kuasa.

2. Mekanisme Pelaksanaan Perolehan Perunding Utama

2.1. Skop Perkhidmatan LC

2.5.1 Merupakan Orang Utama Yang Mengemukakan (*Principal Submitting Person - PSP)* kepada pihak berkuasa dan bertanggungjawab untuk keseluruhan perancangan, penyelarasan dan pengurusan projek.

2.5.2 Mengemaskini maklumat dan memberi nasihat kepada Kerajaan mengenai reka bentuk terbaik dan paling ekonomik berkenaan dengan kekangan tapak, perancangan susun atur, keadaan persekitaran, kecekapan tenaga dan Sistem Bangunan Berindustri (IBS).

2.5.3 Bertanggungjawab ke atas keseluruhan perancangan, tender, penyelarasan, pengawasan dan pengelolaan projek serta bertanggungjawab secara langsung kepada Agensi Kerajaan untuk semua aspek yang termasuk dalam skop projek.

2.5.4 Menyerahkan dan mendapatkan kelulusan termasuk kebenaran merancang/perintah pembangunan/pelan pembangunan atau kebenaran pendudukan dengan Pihak Berkuasa Tempatan (PBT) serta aspek keselamatan kesihatan yang dikuatkuasakan oleh Kerajaan.

2.5.5 Mematuhi kehendak dan peraturan yang ditetapkan oleh pihak berkuasa tempatan.

2.5.6 Mengurus, mentadbir dan mengawasi aspek projek dari segi fizikal, kewangan dan kontrak, termasuk mengesyorkan pembayaran, menyelesaikan penutupan akaun muktamad projek (*Final Account*) dan lain-lain, selaras dengan peraturan dan amalan Kerajaan terkini.

2.5.7 Mengawasi kerja-kerja pengujian dan pentauliahan, pemeriksaan kecacatan sebelum penyerahan projek pembinaan oleh kontraktor kepada pihak Kerajaan.

2.2. Penetapan Kos Perkhidmatan LC dan SC

Mengguna pakai *Fixed Fee* (Yuran Tetap) sebagaimana ketetapan dalam PP/PK3.2.

2.3. Pendaftaran LC

2.3.1 LC yang ditawarkan projek hendaklah merupakan satu firma dalam kalangan bidang Arkitek atau Jurutera yang berdaftar dengan MOF, mengikut skop bidang utama projek pembangunan fizikal yang akan dilaksanakan iaitu LC bagi projek bangunan adalah Arkitek, manakala LC bagi projek jalan/jambatan/cerun adalah Jurutera.

2.3.2 LC hendaklah bebas daripada sebarang tindakan tatatertib oleh MOF/Lembaga Profesional atau sabitan kesalahan jenayah oleh Mahkamah/kesalahan rasuah oleh pihak Suruhanjaya Pencegah Rasuah Malaysia (SPRM)/kesalahan pakatan harga oleh Suruhanjaya Persaingan Malaysia (MyCC).

2.4. Pendaftaran SC dan Bidang SC Yang Dibenarkan Dilantik Di Bawah LC

2.4.1 SC hendaklah berdaftar dengan MOF. Kod bidang SC yang dibenarkan untuk dilantik di bawah *Basic/Additional/Special Services* LC adalah terhad kepada kod bidang 330000 (Perkhidmatan Perunding Fizikal).

2.4.2 Perunding Arkitek Landskap, Perancang Bandar dan Hiasan Dalaman boleh diletakkan sebagai *special/ additional services* di bawah perunding Arkitek sekiranya bilangan perunding adalah terhad terutamanya di Sabah dan Sarawak.

2.4.3 SC hendaklah bebas daripada sebarang tindakan tatatertib oleh MOF/Lembaga Profesional atau sabitan kesalahan jenayah oleh Mahkamah/kesalahan rasuah oleh pihak SPRM/ kesalahan pakatan harga oleh MyCC.

2.4.4 *Soil Investigation* (SI) perlu dilaksanakan secara berasingan melalui perolehan kerja. *Traffic Impact Assessment* (TIA) di bawah kod bidang 340202 (Kajian Trafik) dan *Environmental Impact Assessment* (EIA) di bawah kod bidang 330207 (Kajian Alam Sekitar) perlu dilaksanakan secara berasingan melalui perolehan perkhidmatan perunding bagi kajian.

2.5. Kaedah Perolehan LC

2.5.1 Kaedah dan Had Nilai

Bil	Kaedah	Had Nilai (RM)
1.	Lantikan Terus Beserta Kos Siling (LTBKS).	Kos Projek Pembangunan Fizikal Sehingga RM50 juta.
2.	Tender Terbuka/Tender Terbuka Pra Kelayakan.	Kos Projek Pembangunan Fizikal Melebihi RM50 juta.

2.5.2 Kaedah LTBKS

(a) Jawatankuasa Penilaian Perunding (JPP) dan Pihak Berkuasa Melulus (PBM) hendaklah memastikan LC yang dilantik adalah berdasarkan senarai induk (*master list)* penggiliran Agensi Kerajaan masing-masing yang telah disediakan dan disusun mengikut tarikh lantikan yang paling lama. *Master list* ini hendaklah dikemaskini setiap kali Surat Setuju Terima (SST) dikeluarkan.

(b) Agensi Kerajaan juga hendaklah memastikan SC yang dilantik oleh LC secara LTBKS ini bukan merupakan perunding yang sama/berulang bagi projek-projek Kerajaan Persekutuan yang lain. Sekiranya ya, Agensi Kerajaan perlu memaklumkan kepada LC dan mencadangkan kepada LC untuk menamakan SC yang lain kepada Kerajaan.

(c) **LC atau SC hanya dibenarkan untuk dilantik bagi projek Kerajaan Persekutuan tidak lebih daripada dua (2) kali sahaja dalam tahun yang sama**. Sekiranya tidak terdapat LC atau SC yang berkelayakan bagi sesuatu projek yang memerlukan kepakaran teknikal yang spesifik, Agensi Kerajaan dibenarkan untuk melantik LC atau SC yang telah melebihi dua (2) kali lantikan setahun. Jika bilangan perunding di negeri tidak mencukupi untuk lantikan bagi projek di lokasi negeri berkenaan, tawaran kepada LC atau SC yang berkelayakan hendaklah dibuka kepada negeri lain yang berhampiran.

(d) Bagi kaedah LTBKS, Agensi Kerajaan hendaklah merekod maklumat lantikan LC dan SC setelah SST dikeluarkan melalui Borang Senarai Induk Pelantikan LC seperti di **Lampiran 1** dan Sistem Maklumat Bersepadu Perolehan Kerajaan (MyGPIS). Urusetia Lembaga Perolehan (LP) Agensi Kerajaan hendaklah memastikan maklumat pelantikan LC dan SC kedua-duanya direkodkan dalam Borang Senarai Induk dan MyGPIS.

2.5.3 Kaedah Tender Terbuka/Tender Terbuka Pra Kelayakan

(a) Agensi Kerajaan hendaklah memastikan SC yang sama tidak boleh menyertai tender dengan LC yang lain bagi tender yang sama. Sekiranya didapati salah satu SC yang dicadangkan telah menyertai tender yang sama dengan LC yang lain, maka penilaian bagi kelayakan asas tender tidak akan diteruskan dan petender akan dikira sebagai GAGAL.

(b) Walau bagaimanapun, sekiranya Agensi Kerajaan mendapati bidang SC yang diperlukan tidak mencukupi dalam pasaran (rujukan boleh dibuat dalam laman web ePerolehan), bidang tersebut perlu dinyatakan secara jelas dalam Dokumen Pelawaan dan SC dibenarkan untuk menyertai tender yang sama dengan LC yang berlainan, tertakluk hendaklah tidak melebihi tiga LC.

(c) Tempoh iklan tender LC boleh dipendekkan daripada sekurang-kurangnya 21 hari kepada sekurang-kurangnya 10 hari.

(d) Dokumen Pelawaan boleh dijual secara maya sama ada melalui laman web Agensi Kerajaan masing-masing atau melalui emel kepada petender yang ingin menyertai perolehan tersebut tertakluk kepada syarat-syarat tender. Namun demikian, penghantaran Cadangan Teknikal dan Kos (CTK) perunding hendaklah mematuhi peraturan perolehan yang berkuat kuasa iaitu melalui serahan tangan atau secara kurier berdaftar.

(e) Lawatan tapak tidak diwajibkan. Namun Agensi Kerajaan boleh mengatur jadual lawatan tapak (jika diperlukan) dengan mematuhi *Standard Operating Procedure* – SOP) Perintah Kawalan Pergerakan yang ditetapkan oleh pihak berkuasa yang berkenaan. Taklimat tender boleh diadakan secara maya melalui pautan video yang dimuat naik ke laman web Agensi Kerajaan masing-masing untuk tatapan para petender. Pautan capaian video tersebut hendaklah kekal di laman web masing-masing pada tarikh mula iklan sehingga tarikh tutup iklan. Taklimat tender hendaklah menerangkan, antaranya, ringkasan projek skop perkhidmatan perunding, pematuhan arahan kepada perunding, keperluan pengemukaan CTK termasuk cara-cara pengisian borang-borang tender untuk mengelakkan/ mengurangkan kesilapan pengisian oleh para petender.

(f) Contoh iklan tender LC seperti di **Lampiran 2**.

2.5.4 Tatacara penilaian bagi kaedah LTBKS dan Tender Terbuka/Tender Terbuka Pra Kelayakan adalah sebagaimana ketetapan dalam PP/PK3.5 hingga PP/PK3.7. Bagi Jabatan Kerja Raya Malaysia (JKR), tatacara penilaian untuk kaedah Tender Terbuka/Tender Terbuka Pra Kelayakan adalah berdasarkan Prosedur Operasi Piawai (*Standard Operating Procedure - SOP*) yang telah disediakan selaras dengan kelulusan khas yang diberikan melalui surat rujukan MOF.BPK(S)600-1/3/59 bertarikh 9 Oktober 2019 dan bil. (5) dalam MOF.BPK(S)600- 1/3/59 bertarikh 28 Januari 2020.

2.5.5 Contoh Dokumen Pelawaan LC adalah seperti di **Lampiran 3** sebagai panduan kepada Agensi Kerajaan. Walau bagaimanapun, Borang Tender di Dokumen Pelawaan ini seperti di **Lampiran 3 - Seksyen II: Bahagian B** hendaklah dikemukakan kepada Bahagian Undang-Undang masing-masing untuk semakan dan dimuktamadkan memandangkan ia melibatkan syarat-syarat perundangan.

2.5.6 Bagi kaedah tender terbuka, Agensi Kerajaan hendaklah juga merekod maklumat lantikan LC dan SC setelah SST dikeluarkan melalui Borang Senarai Induk Pelantikan LC seperti di **Lampiran 1** dan MyGPIS. Urusetia LP Agensi Kerajaan hendaklah memastikan maklumat pelantikan LC dan SC kedua-duanya direkodkan dalam Borang Senarai Induk dan MyGPIS.

3. Pentadbiran Kontrak Perunding Utama

3.1 Agensi Kerajaan hendaklah mematuhi peraturan yang ditetapkan dalam PP/PK3.8 sehingga PP/PK3.10 bagi tujuan pentadbiran kontrak LC.

3.2 Pegawai Penguasa /Wakil Pegawai Penguasa

3.2.1 Pegawai Penguasa (PP) bagi sesuatu projek pembangunan fizikal adalah terletak kepada Pegawai Pengawal Agensi Kerajaan berkenaan.

3.2.2 LC tidak dibenarkan menjadi PP atau Pegawai Yang Dinamakan dalam Lampiran kepada Syarat-syarat Kontrak.

3.2.3 Wakil PP Utama hendaklah dilantik dalam kalangan pegawai Pengurusan dan Profesional (P&P) teknikal atau bukan teknikal di Agensi Kerajaan berkenaan.

3.2.4 Agensi Kerajaan hendaklah mengeluarkan Surat Perwakilan Kuasa kepada LC tetapi dihadkan hanya untuk skop penyeliaan sahaja. LC tidak boleh dilantik sebagai Wakil PP Utama. Meskipun demikian, sebagai Wakil PP (Penyeliaan) sepertimana yang dibenarkan dalam terma dan syarat kontrak pembinaan, LC masih bertanggungjawab untuk menjalankan skop perkhidmatan perunding yang lain tertakluk kepada terma dan syarat dalam Perjanjian Perkhidmatan Perunding (*Consultancy Service Agreement* – CSA) dan kelulusan PP/Wakil PP Utama.

3.2.5 Bagi Jabatan Teknik, memandangkan pengurusan perkhidmatan perunding masih dikawal dan dipantau sendiri oleh Jabatan Teknik, maka PP dan Wakil PP Utama bagi setiap projek LC adalah dalam kalangan pegawai teknikal daripada Jabatan Teknik berkenaan.

3.2.6 LC selaku Wakil PP (Penyeliaan) tidak boleh diturunkan kuasa untuk mengeluarkan atau meluluskan perubahan kerja dan mengeluarkan perakuan muktamad tanpa kelulusan daripada PP. Namun demikian, LC masih bertanggungjawab sepertimana terma dan syarat dalam CSA termasuklah menilai dan menyediakan bayaran interim, perubahan kerja dan akaun muktamad. Dalam hal ini, penilaian dan pengesyoran LC adalah tertakluk kepada kelulusan PP. PP hendaklah memastikan sebelum sebarang kelulusan dikeluarkan kepada LC, peraturan perolehan yang berkuat kuasa hendaklah dipatuhi terutamanya jika melibatkan perkara yang perlu diangkat dan dipertimbangkan di peringkat PBM.

3.3 Arahan Perubahan Kerja

3.3.1 Berdasarkan syarat-syarat kontrak P.W.D. Form 203/203A (Rev. 1/2010), PP boleh mengeluarkan arahan yang menghendaki suatu perubahan dalam bentuk Arahan Perubahan. Dalam hal ini, selaku Wakil PP (Penyeliaan), LC tidak boleh diturunkan kuasa untuk mengeluar dan meluluskan perubahan kerja tanpa mendapatkan kelulusan terlebih dahulu daripada PP.

3.3.2 LC hanya boleh mengeluarkan arahan kepada kontraktor yang tidak melibatkan kos tambahan.

3.3.3 Semua arahan perubahan kerja yang melibatkan tambahan kos hendaklah dimohon terlebih dahulu kepada PP untuk mendapatkan kelulusan sebelum arahan boleh dikeluarkan oleh LC selaras dengan PP/PK 2.3. Dalam hal ini, LC bertanggungjawab memastikan sebarang pertimbangan dan kelulusan bagi tambahan kos hendaklah mematuhi terma dan syarat dalam CSA serta peraturan perolehan Kerajaan yang berkuat kuasa.

3.4 Pelantikan Perunding

Draf SST dan CSA bagi LC adalah seperti di **Lampiran 4** dan **Lampiran 5** sebagai panduan kepada Agensi Kerajaan. Walau bagaimanapun, SST dan CSA LC ini hendaklah dikemukakan kepada Bahagian Undang-Undang masing-masing untuk semakan dan dimuktamadkan sekiranya terdapat pindaan yang matan (*major*), mempunyai implikasi perundangan atau melibatkan dasar baharu selaras dengan Arahan Perbendaharaan (AP) 204.1.

3.5 Bayaran Kepada SC

3.5.1 Pembayaran kepada LC dan SC adalah tertakluk kepada PP/PK3.8/Perenggan 5.1.

3.5.2 Bagi bayaran kepada SC, Agensi Kerajaan hendaklah membuat bayaran secara terus kepada SC yang telah dinamakan secara jelas dalam CSA LC tertakluk kepada terma dan syarat perjanjian.

3.6 Tanggungjawab Dan Amalan Profesional LC

LC adalah bertanggungjawab sepenuhnya dan bertindak secara profesional mewakili Kerajaan Malaysia semasa tempoh kontrak berkuatkuasa. LC hendaklah memastikan sub perunding lain yang dilantik turut melaksanakan obligasi kontrak dengan sempurna dan memastikan keseluruhan pelaksanaan projek disiapkan mengikut jadual yang ditetapkan serta kos yang efektif.

4. Merekod Lantikan Perunding LC

4.1 Agensi hendaklah mengemukakan kepada Urus Setia LP masing-masing mengenai maklumat lantikan LC setelah SST dikeluarkan untuk tujuan penyelarasan dan merekod oleh Urus Setia LP melalui Borang Senarai Induk Pelantikan LC seperti di **Lampiran 1**. Borang yang telah lengkap diisi hendaklah dikemukakan kepada MOF pada setiap enam (6) bulan di alamat berikut:

Ketua Setiausaha Perbendaharaan
Kementerian Kewangan Malaysia
Bahagian Perolehan Kerajaan
Aras 4 Utara, Blok Perbendaharaan
No. 5 Persiaran Perdana, Presint 2
Pusat Pentadbiran Kerajaan Persekutuan
62592 Wilayah Persekutuan Putrajaya
(u.p.: Ketua Seksyen Pematuhan dan Akreditasi)

4.2 Agensi juga hendaklah memastikan bahawa aktiviti merekod lantikan dan penilaian prestasi perunding LC dan SC dibuat melalui MyGPIS. Bayaran kemajuan kerja hanya boleh dibuat sebaik sahaja maklumat lantikan dan prestasi direkodkan bagi setiap kemajuan dalam MyGPIS tertakluk salinan cetakan maklumat yang direkodkan tersebut dilampirkan bersekali dengan perakuan bayaran kepada pegawai kewangan masing-masing.

5. Kuat Kuasa

5.1 Peraturan ini berkuat kuasa mulai **29 November 2022**.
5.2 Pindaan berkuat kuasa pada **1 Julai 2026**.

LAMPIRAN

LAMPIRAN 1

BORANG SENARAI INDUK PELANTIKAN PERUNDING UTAMA (*LEAD CONSULTANT*)
BAGI TIGA (3) BULAN IAITU BULAN _____, _____& _____ TAHUN _____

AGENSI: _____

BULAN: _____

Bil	Tajuk Projek	Tarikh Surat Setuju Terima (dd/mm/yyyy)	Maklumat Perkhidmatan Perunding (i) Tempoh Perkhidmatan (ii) Tarikh Mula (iii) Tarikh Tamat (iv) Kaedah Perolehan	Kos Perkhidmatan Perunding Utama *dengan Cukai Perkhidmatan* (RM)	Bidang Perunding *(Arkitek / Awam & Struktur)	Nama Firma Perunding Utama (No. Pendaftaran Syarikat Dengan MOF)	Bidang Sub Perunding	(i) Nama Firma Sub Perunding (ii) No. Pendaftaran Syarikat Dengan MOF (iii) Kos Perkhidmatan Sub Perunding (*dengan Cukai Perkhidmatan)*
1.							*Arkitek / Awam & Struktur	
							Ukur Bahan	
							Elektrik	
							Mekanikal	
							Lain-lain (jika berkaitan)	
…	…	…	…	…	…	…	…	…

**Sila potong mana tidak berkaitan*

LAMPIRAN 2

CONTOH IKLAN TENDER PERUNDING UTAMA

KENYATAAN TENDER

Maklumat Projek			
Tajuk Projek	**PERKHIDMATAN PERUNDING UTAMA SECARA TENDER TERBUKA BAGI PROJEK PEMBANGUNAN ABC SENTRAL, GOMBAK, SELANGOR**		
Taklimat Tender atau Lawatan Tapak	Tarikh : 13 Ogos 2019 (Isnin) Masa : 10.00 pagi Tempat : Bilik Hibiscus, Tingkat 18, No.50, Menara PJD, Ibu Pejabat JKR Malaysia, Jalan Tun Razak, 50400 Kuala Lumpur.		
Tarikh Iklan	8 Ogos 2019 (Khamis)	**Pejabat yang memanggil tender**	Pejabat HOPT (Alamat lengkap HOPT berkenaan)
Maklumat Perunding			
Taraf **Kelas**	Terbuka	**Kod Bidang**	i.330201 (Arkitek); Perunding Utama hendaklah melantik sub perunding sebagaimana yang ditetapkan di dalam Arahan Kepada Petender
Maklumat Tender Dokumen			
Harga	RM50.00 (minimum - pengiraan hendaklah berdasarkan PK 3.4)	**Bayaran atas nama**	Akauntan Negara Malaysia-KKR-T
Tarikh mula dijual	13 Ogos 2019 (Khamis)	**Tarikh akhir dijual**	22 Ogos 2019 (Khamsi)
Tempat dijual	Unit Tawaran Pusat, Cawangan Pengurusan Perolehan & Harta, Bahagian Kewangan & Akaun, Tingkat Bawah, Blok A, Kementerian Kerja Raya, Jalan Sultan Salahuddin, 50582 KUALA LUMPUR		
Tarikh ditutup	5 September 2019	**Waktu ditutup**	12:00 tengahari
Tempat ditutup	Unit Tawaran Pusat, Cawangan Pengurusan Perolehan & Harta, Bahagian Kewangan & Akaun, Tingkat Bawah, Blok A, Kementerian Kerja Raya, Jalan Sultan Salahuddin, 50582 KUALA LUMPUR		
Taklimat Tender atau Lawatan Tapak			

Bagi taklimat tender atau lawatan tapak yang diwajibkan, **hanya penama yang tercatat didalam** Akuan Pendaftaran Firma Perunding yang dikeluarkan oleh Kementerian Kewangan **dan** Sijil pendaftaran yang dikeluarkan oleh Lembaga profesional **dibenarkan menghadiri lawatan tapak atau sesi taklimat berkenaan. Perunding tidak boleh mewakilkan pegawai selain daripada penama dalam** Akuan Pendaftaran Firma Perunding **dan** Sijil pendaftaran yang dikeluarkan oleh Lembaga profesional**.**

Dokumen Meja Tender

Dokumen Meja Tender boleh disemak dan dokumen tender boleh diperolehi di pejabat tender dijual semasa waktu pejabat.

Bayaran bagi dokumen tender hendaklah dibuat dalam bentuk draf bank/kiriman wang/wang pos di atas nama Akauntan Negara Malaysia-KKR-T. Dokumen tender akan dikeluarkan kepada penama yang tercatat di dalam sijil Akuan Pendaftaran Firma Perunding yang dikeluarkan oleh Kementerian Kewangan. Untuk maksud ini, penama dikehendaki membawa perakuan/sijil **ASAL** Akuan Pendaftaran Firma Perunding yang dikeluarkan oleh Kementerian Kewangan Malaysia serta Sijil pendaftaran yang dikeluarkan oleh Lembaga Profesional masing-masing.

LAMPIRAN 3

No Siri Dokumen: 001

KERAJAAN MALAYSIA

(NAMA AGENSI / JABATAN)

DOKUMEN TENDER

UNTUK

PEROLEHAN PERKHIDMATAN PERUNDING UTAMA

PROJEK

(NAMA / TAJUK PROJEK)

No. Tender

(XXX/IP/PU/CA/001/2026)

CONTOH DOKUMEN TENDER PERUNDING UTAMA

(Contoh Logo dan Alamat Ketua Jabatan / Agensi)

JULAI 2026

KETUA PENGARAH KERJA RAYA
IBU PEJABAT JKR MALAYSIA
(CAWANGAN ARKITEK)
JALAN SULTAN SALAHUDDIN
50582 KUALA LUMPUR

(TAJUK TENDER)

KANDUNGAN

SEKSYEN I : BAHAGIAN A 1

Arahan Kepada Petender 1

Senarai Semak Dokumen Cadangan Kos 22

Senarai Semak Dokumen Kelayakan Asas Dan Cadangan Teknikal 23

SEKSYEN I : BAHAGIAN B 26

Surat Setuju Terima 26

SEKSYEN I : BAHAGIAN C 36

Perjanjian Perkhidmatan Perunding Perunding Utama..... 36

SEKSYEN I : BAHAGIAN D 37

Terms of Reference – TOR *Lead Consultant* 37

Appendix 1.1 – *Project Brief* 43

Appendix 1.2 – *Government Project Implementation Schedule*..... 43

Appendix 2.1 – *Scope of Architectural Services* 43

Appendix 2.2 – *Scope of Civil & Structural Engineering Services*..... 46

Appendix 2.3 – Scope of Mechanical Engineering Services 97

Appendix 2.4 – Scope of Electrical Engineering Services 109

Appendix 2.5 – Scope of Quantity Surveying Services 117

Appendix 2.6 – *Scope of Town Planning Services* 121

Appendix 2.7 – *Scope of Landscape Services* 123

Appendix 3 – *Guide to Provision Number of Supervision Staff* 125

SEKSYEN I : BAHAGIAN E 126

Ringkasan Projek 126

SEKSYEN II : BAHAGIAN A..... 127

Cadangan Teknikal Perunding 127

Borang A – Akuan Kebenaran Perkongsian Maklumat Dan Pengesahan Maklumat Oleh Perunding 129

Borang B – Akuan Perunding Berkenaan Rasuah 131

Borang C1 – Akuan Perunding Bebas Daripada Tindakan Tatatertib 132

Borang C2 – Akuan Sub Perunding Tidak Menyertai Tender Dengan Perunding Utama Lain Dalam Projek Yang Sama 133

(TAJUK TENDER)

Borang D – Akuan Perunding Utama Untuk Melaksanakan Program *Professional Training And Education For Growing Entrepreneurs* (Protégé) 134

Borang E – Senarai Pengalaman Perunding Utama 135

Borang F – Senarai Kakitangan Teknikal Perunding Utama 136

Borang G – Senarai Nama dan Maklumat Am Perunding Utama dan Sub Perunding Mengikut Bidang 137

Borang H – Senarai Nama dan Maklumat Am Perunding Utama dan Sub Perunding Mengikut Bidang 138

Borang J – Cadangan Kaedah Pelaksanaan Perkhidmatan Perunding 139

Borang K – Program Kepastian Kualiti Perunding Utama 140

Borang L – Cadangan Carta Organisasi Pasukan Perunding Utama dan Sub Perunding 141

SEKSYEN II : BAHAGIAN B 142

Borang Tender Untuk Perkhidmatan Perunding Utama 142

Jadual Ringkasan Kos Perkhidmatan Perunding..... 148

Cadangan Kos Perkhidmatan Perunding 149

Lampiran A (Panduan Penyediaan Anggaran Kos Imbuhan Balik) 151

PP/PK 3.2 - Imbuhan Balik Perunding 157

SEKSYEN I : BAHAGIAN A
(TAJUK TENDER)

SEKSYEN I : BAHAGIAN A

Arahan Kepada Petender

1. AM

Arahan Kepada Perunding ini dalam mana mempengaruhi pelaksanaan perjanjian, hendaklah menjadi sebahagian daripada Kontrak.

2. DOKUMEN TENDER

2.1 Setiap perunding akan menerima satu (1) set Dokumen Tender yang terdiri daripada:

(i) Seksyen I – Makluman Am
(ii) Seksyen II – Dokumen Cadangan Teknikal dan Kos

2.2 Perunding adalah bertanggungjawab sepenuhnya bagi memastikan setiap dokumen Tender yang dibelinya adalah lengkap. Sekiranya terdapat apa-apa ketidaksempurnaan pada dokumen atau muka surat di dalam Dokumen Tender berkenaan, adalah menjadi tanggungjawab perunding untuk merujuk kepada pejabat yang memanggil tender supaya pembetulan kepada ketidaksempurnaan tersebut dapat dibuat;

2.3 Perunding adalah dikehendaki mengisi dan melengkapkan dokumen-dokumen dalam Dokumen Tender Seksyen II seperti berikut:

(i) Cadangan Teknikal (Borang A – Borang L)
(ii) Cadangan Kos (Borang Tender Untuk Perkhidmatan Perunding Utama dan Jadual Ringkasan Kos Perkhidmatan Perunding);

2.4 Kegagalan pihak perunding untuk menyerahkan dokumen seperti yang dinyatakan di atas akan menyebabkan tendernya ditolak.

3. TEMPOH SAH LAKU TENDER

Tender ini hendaklah terus sah dalam tempoh **Seratus Dua Puluh (120) hari** dari tarikh tutup tender dan Perunding tidak dibenarkan sama sekali menarik diri dalam tempoh tersebut.

4. KOS PERKHIDMATAN PERUNDING

4.1 Kos Perkhidmatan Perunding yang dipersetujui di dalam Surat Setuju Terima (terdiri daripada Yuran Perunding dan Kos Imbuhan Balik adalah tetap *(at a fixed consultant fee)* sepanjang tempoh pelaksanaan projek.

4.2 Sekiranya harga tender kerja yang telah disetuju terima oleh Kerajaan **lebih rendah** daripada anggaran kos projek asal yang dijadikan asas untuk menentukan Kos Perkhidmatan Perunding, Kerajaan berhak membuat pelarasan ke atas kos perkhidmatan perunding tersebut. Pelarasan Kos Perkhidmatan Perunding bermaksud menurunkan kos secara berkadaran mengikut harga tender kerja yang telah disetuju terima Kerajaan;

4.3 Sekiranya harga tender kerja yang telah disetuju terima oleh Kerajaan **lebih tinggi** daripada anggaran kos projek asal yang djadikan asas untuk menentukan Kos Perkhidmatan Perunding, Kerajaan berhak mengekalkan Kos Perkhidmatan Perunding yang telah disetuju terima tanpa membuat apa-apa pelarasan.

5. PERCANGGAHAN DOKUMEN TENDER

5.1 Sekiranya perunding mendapati ada percanggahan di dalam Dokumen Tender, perunding hendaklah dengan serta merta merujuk kepada Pejabat yang memanggil Tender* iaitu:

Contoh:
Pengarah Kanan
Cawangan HODT Utama
Ibu Pejabat JKR Malaysia
……
……
……
(u.p.: ……)

**Pastikan maklumat yang diisi adalah sama dengan maklumat di dalam iklan*

yang akan menyelesaikan dan/atau mengarahkan yang mana perlu diikuti. Penyelesaian atau arahan tersebut yang mengubah/menambah kandungan dokumen tender hanya sah jika dibuat dalam bentuk Adendum secara rasmi seperti yang dinyatakan di dalam Perenggan 6 di bawah.

6. ADENDUM

6.1 Sebelum tarikh tutup tender, Pejabat yang memanggil tender boleh mengeluarkan Adendum untuk meminda sebahagian atau keseluruhan Dokumen Tender. Setiap adendum yang dikeluarkan akan diedarkan kepada perunding dan menjadi sebahagian daripada Dokumen Tender.

6.2 Bukti penerimaan adendum hendaklah dikembalikan oleh perunding melalui Borang Bukti Penerimaan yang disertakan bersama-sama adendum dengan kadar segera.

6.3 Setiap adendum yang diterima oleh perunding hendaklah disertakan bersama-sama dokumen tender. Kegagalan berbuat demikian akan menyebabkan tender berkenaan ditolak.

7. INTERPRETASI SECARA LISAN

Interprestasi secara lisan kepada mana-mana bahagian Dokumen Tender atas permintaan dan/atau diterima perunding hendaklah tidak diambil kira sebagai pindaan sebarang peruntukan dan syarat-syarat yang terkandung di dalam Dokumen Tender. Sebarang pemberitahuan atau pindaan kepada mana-mana bahagian di dalam Dokumen Tender akan dibuat secara bertulis oleh Pejabat yang memanggil tender di dalam bentuk Adendum seperti yang dinyatakan di Perenggan 5 dan 6 di atas.

8. NOTIS KEPADA PERUNDING

Setiap notis yang hendak diberikan kepada perunding akan dimaklumkan secara pos, emel atau faks ke alamat yang dinyatakan dalam Sijil Akuan Pendaftaran Perunding yang dikeluarkan oleh Kementerian Kewangan, alamat emel atau no faks seperti yang dicatatkan dalam Borang Pembelian Dokumen Tender dan pemakluman tersebut hendaklah disifatkan sebagai penyampaian Notis yang sempurna.

9. MAKLUMAT-MAKLUMAT YANG DIPERLUKAN UNTUK PENILAIAN PERUNDING

9.1 Penilaian tender ini akan mengambilkira dan mementingkan keupayaan Perunding Utama untuk melaksanakan projek yang ditender, di samping kemunasabahan Cadangan Teknikal dan Cadangan Kos Perunding.

9.2 Dalam tender ini, perunding hendaklah menawarkan perkhidmatan dalam bidang-bidang seperti berikut:

(a) Arkitek
(b) Awam dan Struktur
(c) Mekanikal
(d) Elektrik
(e) Ukur Bahan
(f) Perkhidmatan Lain**

** ***Agensi perlu menetapkan senarai perkhidmatan lain mengikut keperluan projek dan mengenalpasti Additional Services (jika berkaitan) yang akan diletakkan di bawah Perunding Utama***

9.3 Perunding Utama hendaklah menyenaraikan nama-nama sub perunding yang akan memberi perkhidmatan bagi bidang-bidang yang dinyatakan di atas.

9.4 Selain daripada menawarkan perkhidmatan sebagai Perunding Utama, perunding juga boleh menawarkan perkhidmatan dalam bidang-bidang lain yang dinyatakan dalam Terma Rujukan sekiranya perunding berdaftar dalam kod bidang yang berkenaan.

9.5 Penilaian ke atas Perunding Utama akan dilaksanakan dalam **Lima (5) peringkat** seperti berikut:

- Saringan Awal;
- Kelayakan Asas Tender;
- Penilaian Teknikal;
- Penilaian Kos; dan
- Penilaian Keseluruhan.

9.6 Untuk membolehkan penilaian dibuat, **Perunding Utama** dikehendaki melengkapkan borang-borang yang disertakan di SEKSYEN II - Dokumen Tender ini dengan sempurna dan **mengembalikannya** seperti berikut :

(a) <u>Saringan Awal</u>

Bilangan Sub Perunding yang dinamakan menepati bilangan perkhidmatan yang telah ditetapkan seperti yang dinyatakan di Perenggan 9.2 di atas dan Terma Rujukan.

Sub Perunding tidak boleh menyertai tender dengan Perunding Utama yang lain bagi tender yang sama.

Sekiranya didapati salah satu sub perunding yang dicadangkan telah menyertai tender ini dengan Perunding Utama yang lain, maka penilaian bagi kelayakan asas tender tidak akan diteruskan.

Sub Perunding tidak boleh menyertai tender dengan Perunding Utama yang lain bagi tender yang sama kecuali sekiranya Jabatan mendapati bidang sub perunding yang diperlukan tidak mencukupi dalam pasaran. Dalam hal ini, bidang ***nyatakan bidang-bidang lain yang berkenaan, contohnya Medical Planner atau Medical Equipment Planner*** dibenarkan untuk menyertai tidak lebih daripada tiga (3) tender sebagai sub perunding dengan perunding utama yang berlainan bagi tender yang sama.

Hanya Perunding yang melepasi peringkat Saringan Awal akan dibuat penilaian Kelayakan Asas Tender.

Bagi tujuan saringan ini, dokumen yang akan dirujuk adalah seperti berikut:

BORANG G -	Senarai Nama dan Maklumat Am Perunding Utama dan Sub Perunding Mengikut Bidang
BORANG C2 -	Surat Akuan Sub Perunding Tidak Menyertai Tender Dengan Perunding Utama Lain Dalam Tender Yang Sama

(b) Kelayakan Asas Tender

Mengemukakan dokumen-dokumen berikut:

(i) Sijil Akuan Pendaftaran Firma Perunding yang dikeluarkan oleh Kementerian Kewangan mengikut Kod Bidang bagi **Perunding Utama** dan setiap **Sub Perunding**;

(ii) Sijil Perakuan Pendaftaran Badan Profesional bagi **Perunding Utama** dan setiap **Sub Perunding**;

(iii) Borang A – Akuan Kebenaran Perkongsian Maklumat dan Pengesahan Maklumat Oleh Perunding **Utama** dan setiap **Sub Perunding**;

(iv) Borang B – Surat Akuan Perunding **Utama** dan setiap **Sub Perunding** Berkenaan Rasuah;

(v) Borang C1 - Surat Akuan Bebas daripada Tindakan Tatatertib Lembaga Profesional/Sabitan Jenayah/Pakatan Harga yang berkaitan oleh **Perunding Utama** dan **Sub Perunding**; dan

(vi) Borang D – Surat Akuan Perunding Utama untuk Melaksanakan Program Protégé.

Hanya Perunding yang melepasi Kelayakan Asas Tender akan dibuat Penilaian Teknikal dan Penilaian Kos.

(c) Penilaian Teknikal

(i) Borang-borang berkaitan :

Borang E	Senarai Pengalaman Perunding Utama
Borang F	Senarai Kakitangan Teknikal Perunding Utama
Borang H	Cadangan Jadual Pelaksanaan Perkhidmatan Perunding
Borang J	Cadangan Kaedah Pelaksanaan Perkhidmatan Perunding
Borang K	Program Kepastian Kualiti Perunding Utama
Borang L	Cadangan Carta Organisasi Pasukan Perunding Utama dan Sub Perunding

(ii) Mengemukakan Maklumat Kewangan Oleh Perunding Utama:

- Salinan PENYATA AKAUN BANK* bagi dua belas (12) bulan yang terakhir firma masing-masing sebelum bulan tutup tender yang disahkan oleh Pegawai yang diberi kuasa oleh bank berkenaan;

atau

- Salinan PENYATA KEWANGAN FIRMA* masing-masing bagi tiga (3) tahun kewangan terakhir secara berturut-turut setahun sebelum tahun tutup tender yang diaudit dan disahkan dengan Salinan diakui sah (*certified true copy*) ASAL oleh Juruaudit Bertauliah / Setiausaha Syarikat Berlesen.

* ***Dokumen Wajib yang perlu dilengkapkan dan ditandatangani dengan sempurna***

(iii) Mengemukakan maklumat Firma bagi Perunding Utama seperti berikut:

- **Maklumat Am Latar Belakang Firma Perunding**

- **Borang E**

  - ✓ Senarai projek Kerajaan dan Swasta yang SEDANG DILAKSANAKAN oleh perunding dalam tempoh 3 tahun terkini dari tarikh tutup tender.

  - ✓ Senarai Pengalaman perunding bagi projek Kerajaan dan Swasta yang TELAH SIAP dalam tempoh 3 tahun terkini dari tarikh tutup tender.

  - ✓ Mengemukakan bukti Surat Setuju Terima perunding bagi setiap perkhidmatan yang dilantik bagi projek-projek yang dinyatakan di atas.

- **Borang F**

  - ✓ CV setiap kakitangan firma berstatus profesional, sijil keahlian Lembaga-lembaga Profesional.

  - ✓ Salinan Penyata Caruman KWSP bagi bulan caruman terkini beserta Borang ‘A’ yang mengandungi nama setiap kakitangan tetap.

- **Borang G**

  - ✓ Cadangan Senarai Nama Sub Perunding yang Dinamakan mengikut bidang berdasarkan Terma Rujukan.

SEKSYEN I : BAHAGIAN A
(TAJUK TENDER)

- **Borang H**

  ✓ Cadangan Jadual Pelaksanaan Perkhidmatan Perunding dengan menyenaraikan aktiviti pelaksanaan secara terperinci berdasarkan Terma Rujukan.

- **Borang J**

  ✓ Kaedah Pelaksanaan Perkhidmatan Perunding mengikut peringkat perkhidmatan berdasarkan Terma Rujukan.

- **Borang K**

  ✓ Menyenaraikan Program Kepastian Kualiti berserta bukti pelaksanaan/perancangan program berkenaan.

- **Borang L**

  ✓ Carta Organisasi Pasukan Perunding oleh Perunding Utama yang mengandungi peranan dan tanggungjawab setiap kakitangan Perunding Utama dan Sub Perunding.

(d) Penilaian Kos

(i) **Perunding Utama perlu mengemukakan tawaran KOS PERKHIDMATAN PERUNDING (Tidak Termasuk 6% Cukai Perkhidmatan) yang merangkumi setiap perkhidmatan Sub Perunding yang dicadangkan berdasarkan Terma Rujukan;**

(ii) Perunding perlu melengkapkan dan menandatangani Jadual Ringkasan Kos Perkhidmatan Perunding yang termasuk Sub Perunding mengikut bidang masing-masing.

(iii) Mengisi Borang Tender dengan lengkap dan sempurna. **KOS PERKHIDMATAN PERUNDING** hendaklah diisi dengan betul di dalam Borang Tender. Sebarang kesilapan akan menyebabkan tawaran Perunding ditolak.

Nota: Borang Tender dan semua maklumat di dalam Borang A –L hendaklah sahih, lengkap dan **ditandatangan oleh penama dalam** Sijil Akuan Pendaftaran Perunding yang dikeluarkan oleh Kementerian Kewangan (yang mana berkenaan).

9.7 Dokumen Wajib perlu dilengkapkan dan ditandatangani dengan sempurna oleh Perunding Utama. **Dokumen Wajib** yang dimaksudkan adalah seperti berikut:

(a) Borang A Akuan Kebenaran Perkongsian Maklumat dan Pengesahan Maklumat Oleh Perunding

(b) Borang B Surat Akuan Perunding Berkenaan Rasuah

(c) Borang C1 Surat Akuan Bebas dari Tindakan Tatatertib oleh Lembaga Profesional/Sabitan Jenayah/Pakatan Harga

(d) Borang C2 Akuan Sub Perunding Tidak Menyertai Tender dengan Perunding Utama Lain Dalam Projek Yang Sama

(e) Borang D Surat Akuan Perunding untuk Melaksanakan Program Protégé

(f) Salinan PENYATA AKAUN BANK

(g) Salinan PENYATA KEWANGAN TAHUNAN FIRMA

9.8 Sekiranya perunding gagal untuk mengemukakan salah satu atau sebahagian daripada dokumen-dokumen seperti di atas, maka maklumat tersebut tidak dapat disemak kerana ketidakcukupan dokumen dan tidak akan diambil kira dalam penilaian perunding berkenaan.

9.9 Perunding juga dikehendaki mengisi dua (2) **Senarai Semak Dokumen** iaitu:

a) Senarai Semak Dokumen Kelayakan Asas Dan Cadangan Teknikal

b) Senarai Semak Dokumen Cadangan Kos

Senarai Semak ini akan menjadi panduan semakan semula dan bukti penerimaan dokumen-dokumen di atas.

9.10 Semua dokumen di atas hendaklah dikemukakan sebelum atau pada tarikh tutup tender. **Sebarang maklumat atau dokumen yang dikemukakan selepas tarikh dan waktu tutup tender tersebut, TIDAK AKAN DINILAI**. Oleh itu, perunding adalah bertanggungjawab sepenuhnya ke atas kelancaran penyerahan dokumen tender tersebut mengikut tarikh dan waktu yang ditetapkan.

9.11 Sekiranya Pegawai Penilai mendapati ada unsur pemalsuan dokumen atau salah nyataan maklumat, tindakan yang sewajarnya akan diambil oleh Kerajaan ke atas perunding tersebut seperti berikut:

(a) Tawaran perunding tidak akan dipertimbangkan (jika di peringkat pra-kontrak) atau kontrak ditamatkan (jika di peringkat pasca-kontrak);

(b) Membuat laporan kepada polis untuk diambil tindakan sekiranya didapati berlaku pemalsuan/salah nyataan dengan niat mempengaruhi keputusan Kerajaan untuk mempertimbangkan tawaran perunding;

(c) Membuat laporan kepada Pihak Berkuasa (MOF/Lembaga Profesional) untuk diambil tindakan tatatertib; dan

(d) Perunding disenarai hitamkan oleh MOF daripada menyertai mana-mana tender Kerajaan di masa akan datang.

10. KRITERIA PENILAIAN

10.1 Secara amnya, penilaian hanya akan dilaksanakan ke atas Perunding Utama. Jika Perunding Utama gagal dalam penilaian, maka penilaian selanjutnya tidak akan diteruskan.

10.2 Terdapat dua (2) peringkat penilaian berdasarkan kepada kriteria-kriteria yang ditetapkan dengan peratus (%) wajaran yang diberikan seperti berikut:

Bil.	Peringkat Penilaian	Peratus Wajaran (%)
1	Penilaian Teknikal	80
2	Penilaian Kos	20
	Jumlah	**100**

10.3 **Penilaian Teknikal**

Bil	Kriteria Utama Penilaian Teknikal	Peratus Wajaran (%)	
		A	B
1	Kapabiliti Firma Perunding	35	35
2	Kakitangan Yang Terlibat	30	30
3	Metodologi	30	25
4	Program Kepastian Kualiti	5	5
5	Sesi Pembentangan oleh Perunding (jika perlu)	-	5
	Jumlah	**100**	**100**

Kriteria utama penilaian teknikal akan merangkumi perkara-perkara berikut:

(a) Kemampuan Firma Perunding

Kemampuan firma perunding akan dinilai berdasarkan sub kriteria berikut:

(a) Lokasi ibu pejabat/cawangan firma di negeri projek akan dilaksanakan (kriteria ini tidak terpakai untuk Perolehan yang tertakluk kepada Perjanjian Perdagangan Bebas (*Free Trade Agreement* - FTA);
(b) Projek yang seumpama pernah dilaksanakan sama ada projek Kerajaan/Swasta/Negara Luar;
(c) Pengalaman/penglibatan melaksanakan projek secara kaedah BIM;
(d) Bilangan dan jumlah nilai lantikan bagi projek Kerajaan untuk tempoh tiga (3) tahun terkini dari tarikh tutup tender;
(e) Bilangan, nilai dan status kerja dalam tangan bagi projek Kerajaan/ Swasta yang sedang dilaksanakan;
(f) Nisbah ekuiti Bumiputra dalam firma melebihi Bukan Bumiputera/ Asing akan diberi pemarkahan yang lebih tinggi (kriteria ini tidak terpakai untuk Perolehan yang tertakluk kepada FTA); dan
(g) Kedudukan kewangan firma iaitu kecukupan aliran tunai untuk menampung operasi firma.

(b) Kakitangan Yang Terlibat

Kakitangan yang terlibat akan dinilai berdasarkan sub kriteria berikut:

(a) Bilangan kakitangan firma yang meliputi kakitangan pengurusan (pengarah dan pengurus firma), kakitangan penting (profesional/ pakar) dan kakitangan ikhtisas/separa ikhtisas lain;
(b) Pendaftaran dengan Lembaga Profesional bagi setiap kakitangan profesional; dan
(c) Kakitangan firma yang mempunyai kelayakan dan kompetensi melaksanakan projek secara kaedah BIM.*

**Potong sekiranya tidak berkenaan*

(c) Kaedah Pelaksanaan Perkhidmatan Perunding

Kaedah yang bersesuaian dengan kehendak projek akan dinilai berdasarkan sub kriteria berikut:

(a) Cadangan kaedah pelaksanaan yang menepati kehendak Terma Rujukan
(b) Rangka kerja/Aktiviti yang dicadangkan dalam pelaksanaan projek termasuk aktiviti pemantauan, komunikasi dan pelaporan oleh perunding; dan
(c) Carta Pasukan Kerja berserta dengan peranan dan tanggungjawab setiap ahli pasukan ke atas projek.

(d) Program Kepastian Kualiti

Program kepastian kualiti akan dinilai berdasarkan penarafan ISO/MS – ISO yang diperolehi oleh firma;

(e) Sesi Pembentangan oleh Perunding (jika perlu)

Sesi pembentangan hanya akan dilaksanakan bagi firma yang lulus peringkat kelayakan asas pelawaan dan penilaian kriteria utama sahaja.

10.4 **Penilaian Kos**

(a) Penilaian Kos hanya dibuat ke atas perunding yang lulus penilaian teknikal sahaja di mana komponen utama Cadangan Kos adalah seperti berikut:

- ✓ Yuran Perunding
- ✓ Kos Imbuhan Balik

(b) Penilaian yang dilaksanakan akan memastikan Cadangan Kos menepati ketetapan berikut:

(i) <u>Yuran Perunding</u>

- ✓ Yuran perunding sama ada bagi skop perkhidmatan asas/ tambahan/khas adalah tetap sepanjang pelaksanaan sehingga projek siap. Oleh itu, perunding hendaklah menentukan yuran perunding berdasarkan kaedah pengiraan yang kompetitif dan munasabah dengan mengambilkira faktor-faktor lain yang dijangka perlu dihargakan dalam yurannya.

- ✓ Penetapan yuran perunding secara pukal tanpa butiran adalah tidak dibenarkan. Mana-mana perunding yang menawarkan Yuran Perkhidmatan secara pukal, Cadangan Kos tersebut tidak akan dipertimbangkan.

(ii) <u>Kos Imbuhan Balik</u>

Bagi tujuan mengemukakan tawaran kos imbuhan balik ini, perunding perlu **MENGHARGAKAN** dan **MENGANGGARKAN KUANTITI** item-item yang telah disenaraikan dalam Format Cadangan Kos selaras dengan Terma Rujukan. Kadar bagi setiap item imbuhan balik hendaklah tidak melebihi kadar yang ditetapkan oleh Kementerian Kewangan.

(c) Cadangan Kos tersebut adalah lengkap dan sempurna apabila perunding telah menghargakan kedua-dua komponen utama Cadangan Kos iaitu Yuran Perunding dan Kos Imbuhan Balik.

(d) Mana-mana perunding yang gagal mengemukakan Cadangan Kos yang lengkap atau memberi Cadangan Kos dalam bentuk *Lump Sum* (tanpa dihargakan setiap sub-komponen) atau mengandungi kesilapan dalam pengiraan akan menyebabkan tawaran Perunding ditolak.

10.5 **Penilaian Keseluruhan**

Penilaian keseluruhan adalah berdasarkan *Quality and Cost Based Selection* (QCBS) seperti berikut:

Markah Keseluruhan = $(Q \times W_1) + (C \times W_2)$ di mana;

Q : Markah Penilaian Teknikal W_1 : Wajaran Penilaian Teknikal
C : Markah Penilaian Kos W_2 : Wajaran Penilaian Kos

Wajaran Penilaian Keseluruhan adalah ditetapkan seperti berikut:

Wajaran untuk Penilaian Teknikal	Wajaran untuk Penilaian Kos	Wajaran untuk Penilaian Keseluruhan
80%	20%	100%

11. PENYERAHAN CADANGAN TEKNIKAL DAN CADANGAN KOS PERUNDING

12.1 Perunding dikehendaki mengemukakan Cadangan Teknikal dan Cadangan Kos mengikut format yang telah ditetapkan di dalam Dokumen Tender yang berasaskan Terma Rujukan.

12.2 Semua dokumen di atas hendaklah dikemukakan secara *hardcopy* sebanyak satu (1) salinan.

12.3 Kaedah mengemukakan dokumen-dokumen cadangan adalah seperti berikut:

(a) Dokumen Cadangan Teknikal

Dokumen Cadangan Perunding Utama hendaklah dimasukkan dalam sampul dan dilabelkan seperti berikut:

CADANGAN TEKNIKAL
DOKUMEN PELAWAAN PEROLEHAN PERKHIDMATAN PERUNDING UTAMA (LEAD CONSULTANT) UNTUK

NAMA PROJEK :……..
PERUNDING UTAMA :……..
DITUTUP PADA ..... JAM 12.00 TENGAH HARI

(b) Dokumen Cadangan Kos

Dokumen Cadangan Perunding Utama hendaklah dimasukkan dalam sampul dan dilabelkan seperti berikut:

CADANGAN KOS
DOKUMEN PELAWAAN PEROLEHAN PERKHIDMATAN PERUNDING UTAMA (LEAD CONSULTANT) UNTUK

NAMA PROJEK :……..
PERUNDING UTAMA :…….
DITUTUP PADA ..... JAM 12.00 TENGAH HARI

(c) Dokumen-dokumen di perenggan (a) dan (b) hendaklah dibungkus/ dikotakkan bersekali oleh Perunding Utama sebelum diserahkan ke tempat penerimaan tender. Nama projek hendaklah ditulis dengan jelas dan terang pada bungkusan atau kotak tersebut.

DOKUMEN PELAWAAN PEROLEHAN PERKHIDMATAN PERUNDING UTAMA (LEAD CONSULTANT) UNTUK

NAMA PROJEK :……..
DITUTUP PADA ..... JAM 12.00 TENGAH HARI

12.4 Semua dokumen tawaran hendaklah dikemukakan kepada:

Contoh:
Unit Tawaran Pusat
Cawangan Pengurusan Perolehan dan Harta
Bahagian Kewangan & Akaun
Tingkat Bawah, Blok A
Kementerian Kerja Raya Jalan
Sultan Salahuddin
50582 KUALA LUMPUR

pada atau sebelum jam 12.00 tengah hari seperti di dalam iklan. Perunding yang lewat mengemukakan tawaran dari tarikh dan masa tersebut tidak akan dipertimbangkan.

12.5 Dokumen Tender yang lewat diterima **AKAN DITOLAK.**

12.6 Tiada sebarang perubahan, tambahan atau nota yang dibenarkan boleh dibuat kepada Dokumen Tender ini yang mengubah teks yang bercetak.

12. KEPUTUSAN TENDER ADALAH MUKTAMAD

12.1 Kerajaan tidak terikat untuk menerima mana-mana tawaran dari perunding. Keputusan mengenai tender yang dikeluarkan adalah muktamad. Sebarang surat menyurat mengenai keputusan tender tidak akan dilayan.

13. PENERIMAAN ATAU PENOLAKAN TAWARAN

13.1 Kerajaan berhak untuk menolak mana-mana atau keseluruhan tawaran. Mana-mana tawaran yang tidak lengkap, tidak jelas atau tidak mematuhi arahan akan ditolak.

13.2 Pihak Kerajaan adalah tidak terikat untuk menyetujuterima tawaran terendah atau sebarang tawaran, dan juga tidak perlu memberikan sebarang alasan terhadap mana-mana tender yang ditolak.

14 INSURANS DAN *PROFESSIONAL INDEMNITY INSURANCE (PII)*

14.1 Perunding Utama bertanggungjawab menanggung kos dan perbelanjaannya sendiri dan mengekalkan semua insurans yang diperlukan termasuk insurans untuk arkitek profesional, arkitek siswazah, kakitangan sub-profesional dan pekerjanya. Perunding Utama juga harus memastikan bahawa Sub-Perunding mengekalkan perlindungan insurans yang sama dengan kos ditanggung sendiri oleh firma perunding masing-masing. Insurans ini akan sah sehingga tamat Tempoh Tanggungan Kecacatan.

14.2 Perunding Utama adalah diwajibkan untuk mengambil *PII* sebagai sekuriti bagi melindungi segala liabiliti yang disebabkan kecuaian atau kesilapan firma, rakan kongsi dan kakitangan semasa memberikan perkhidmatan perundingan di dalam projek pembangunan fizikal. Perunding Utama juga bertanggungjawab untuk memastikan sub perunding mengambil *PII*. Kos premium bagi *PII* hendaklah ditanggung sendiri oleh firma perunding masing-masing.

14.3 Tempoh sah laku *PII* hendaklah meliputi minimum dua belas (12) bulan selepas Tempoh Tanggungan Kecacatan tamat bagi projek berkenaan.

15. PELAKSANAAN *INTEGRITY PACT* DALAM PEROLEHAN KERAJAAN

15.1 Perunding Utama wajib mengemukakan **Borang B** – Surat Akuan Perunding bersama-sama dengan Dokumen Tender di mana perunding berwaad untuk tidak menawarkan atau memberi rasuah kepada mana-mana individu lain sebagai sogokan untuk dipilih dalam tender tersebut. Surat Akuan Perunding ini hendaklah dilengkapkan dan ditandatangani oleh penama dalam Sijil Akuan Pendaftaran Firma Perunding yang dikeluarkan oleh Kementerian Kewangan.

15.2 Surat Akuan Perunding tersebut adalah menjadi salah satu dokumen wajib dalam **Penilaian Kelayakan Asas Tender.** Sekiranya perunding gagal mengemukakan Surat Akuan Perunding yang telah dilengkapkan dan ditandatangani, perunding tersebut akan dinilai sebagai gagal dan penilaian seterusnya tidak akan dilaksanakan.

15.3 Perunding yang berjaya wajib mengemukakan Surat Akuan Perunding Berjaya berserta dengan Surat Setujuterima yang telah ditandatangani di mana ia berwaad tidak akan memberi rasuah sebagai ganjaran kerana mendapatkan kontrak. Surat Akuan ini akan menjadi sebahagian daripada Dokumen Perjanjian.

15.4 Pemalsuan maklumat dokumen dan rekod untuk mengaburi penilaian perolehan adalah kesalahan jenayah dan boleh disabitkan di bawah Kanun Keseksaan (Akta 574).

16 IKLAN

Perunding tidak dibenarkan menyiarkan sebarang maklumat mengenai tender di dalam sebarang akhbar, majalah atau alat pengiklanan/media massa.

17 KERAHSIAAN

17.1 Perunding tidak boleh berkomunikasi atau mendedahkan dengan mana-mana orang/ badan/ entiti apa-apa maklumat sulit berkaitan tender ini untuk tujuan penyediaan atau melaksanakan Perkhidmatan atau yang ditemui oleh perunding kecuali setelah mendapat kebenaran bertulis atau arahan daripada Kerajaan.

17.2 Perunding juga tidak boleh memberi maklumat kepada orang ramai mengenai cadangan, penilaian dan pendapat yang dirumuskan semasa penyediaan atau selepas pelaksanaan Perkhidmatan; dan tidak membuat pernyataan akhbar yang berkaitan dengan Perkhidmatan, dan tidak menggunakan maklumat/ rekabentuk/lukisan/laporan dan dokumen-dokumen yang berkaitan untuk tujuan lain selain daripada yang ditetapkan dalam tender ini.

18 PERINGATAN MENGENAI KESALAHAN RASUAH

Semua perunding adalah diingatkan supaya tidak terlibat dalam aktiviti jenayah rasuah berkaitan dengan perolehan ini. Sehubungan dengan itu, para perunding diberi peringatan seperti berikut:

18.1 Sebarang perbuatan atau percubaan rasuah untuk menawar atau memberi, meminta atau menerima apa-apa suapan rasuah kepada dan daripada mana-mana orang berkaitan perolehan ini merupakan suatu kesalahan jenayah di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 (Akta 694).

18.2 Sekiranya mana-mana pihak ada menawar atau memberi apa-apa suapan kepada mana-mana anggota pentadbiran awam, maka pihak yang ditawar atau diberi suapan dikehendaki membuat aduan dengan segera ke pejabat Suruhanjaya Pencegahan Rasuah Malaysia atau balai polis yang berhampiran. Kegagalan berbuat demikian adalah merupakan suatu kesalahan di bawah Akta Suruhanjaya Pencegahan Rasuah 2009 (Akta 694).

18.3 Tanpa prejudis kepada tindakan-tindakan lain, tindakan tatatertib terhadap anggota perkhidmatan awam dan menyenaraihitamkan perunding boleh diambil sekiranya pihak-pihak terlibat dengan kesalahan rasuah di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 (Akta 694).

18.4 Mana-mana perunding yang membuat tuntutan bayaran berkaitan perolehan ini walaupun tiada kerja dibuat atau tiada perkhidmatan diberi dan mana-mana anggota perkhidmatan awam mengesahkan tuntutan berkenaan adalah melakukan kesalahan di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 (Akta 694).

19. PERINGATAN MENGENAI LARANGAN MENGEMUKAKAN DOKUMEN/ MAKLUMAT PALSU DAN PAKATAN HARGA

19.1 Perunding hendaklah memastikan semua dokumen/maklumat yang dikemukakan dalam perolehan ini adalah benar, sahih dan tiada keraguan.

19.2 Perunding hendaklah tidak melibatkan diri dalam pakatan harga dalam perolehan ini.

19.3 Sekiranya didapati perunding mengemukakan maklumat palsu dan/atau meragukan dan/atau terlibat dalam pakatan harga maka, Kerajaan mempunyai hak untuk mengambil tindakan-tindakan seperti berikut:

(a) Tawaran perunding tidak akan dipertimbangkan (jika di peringkat pra-kontrak) atau kontrak ditamatkan (jika di peringkat pasca-kontrak);

(b) Laporan kepada polis akan dibuat untuk diambil tindakan sekiranya didapati berlaku pemalsuan/salah nyataan dengan niat mempengaruhi keputusan Kerajaan untuk mempertimbangkan tawaran perunding (bagi kes maklumat palsu dan/atau meragukan);

(c) Laporan kepada MyCC akan dibuat untuk diambil tindakan di bawah Akta Persaingan Malaysia (bagi kes pakatan harga);

(d) Laporan kepada Pihak Berkuasa (MOF/Lembaga Profesional) akan dibuat untuk diambil tindakan tatatertib; dan

(e) Perunding disenarai hitamkan oleh MOF daripada menyertai mana-mana tender Kerajaan di masa akan datang.

20. CUKAI PERKHIDMATAN

20.1 Cukai Perkhidmatan ke atas Kos Perkhidmatan Perunding berdasarkan kadar peratusan yang ditetapkan di bawah Akta Cukai Perkhidmatan 2018 yang mana cukai tersebut akan dibayar oleh Agensi kepada Jabatan Kastam Diraja Malaysia (JKDM) melalui perunding yang berdaftar dengan JKDM.

20.2 Cukai Pegangan ke atas Kos Perkhidmatan Perunding berdasarkan kadar peratusan yang ditetapkan di bawah Akta Cukai Pendapatan 1967. Cukai tersebut akan dibayar oleh Agensi kepada Lembaga Hasil Dalam Negeri (LHDN) sekiranya perunding tersebut dilantik oleh Agensi atau dibayar oleh firma jika perunding asing tersebut dilantik oleh firma tempatan.

20.3 Perunding Utama termasuk Sub Perunding yang dinamakan hendaklah mengemukakan salinan Pendaftaran Cukai Perkhidmatan daripada JKDM (sekiranya ada) bersama Dokumen Tender sebelum atau pada tarikh tutup tender.

21. PROGRAM *PROFESSIONAL TRAINING AND EDUCATION FOR GROWING ENTREPRENEURS* (PROTÉGÉ)

21.1 Perunding adalah dikehendaki melaksanakan program PROTÉGÉ dalam perolehan Perkhidmatan Perunding projek Kerajaan mengikut had nilai ambang RM5 juta harga kontrak perkhidmatan perunding.

21.2 Perunding adalah **DIGALAKKAN** melaksanakan program PROTÉGÉ dalam perolehan Perkhidmatan Perunding projek Kerajaan walaupun harga kontrak perkhidmatan perunding tidak mencapai had nilai ambang RM5 juta.

1% X Harga Kontrak
RM24,000*

*Elaun PROTÉGÉ (RM2,000 seorang X 12 bulan)

21.3 Bagi harga kontrak perkhidmatan perunding yang mencapai had nilai ambang RM5 juta, Perunding adalah **WAJIB** mengemukakan Surat Akuan Perunding Untuk Melaksanakan Program PROTÉGÉ seperti di **Borang D** bersama dengan Dokumen Tender.

21.4 Surat Akuan Perunding Untuk Melaksanakan Program PROTÉGÉ tersebut adalah menjadi salah satu dokumen wajib dalam penilaian Cadangan Perunding. Sekiranya perunding gagal mengemukakan Surat Akuan tersebut yang telah ditandatangani oleh penama dalam Sijil Akuan Pendaftaran Firma

Perunding dengan Kementerian Kewangan, perunding tersebut akan dinilai sebagai gagal dalam penilaian (gagal mengemukakan dokumen wajib) dan penilaian seterusnya tidak akan dilaksanakan.

22. PERJANJIAN PELANTIKAN SUB PERUNDING OLEH PERUNDING UTAMA

Perunding Utama hendaklah mengemukakan Perjanjian Pelantikan Sub Perunding selepas Surat Setuju Terima dikeluarkan dan selewat-lewatnya sebelum bayaran kemajuan pertama dikeluarkan. Perjanjian tersebut hendaklah mengandungi peranan dan tanggungjawab Perunding Utama dan Sub Perunding secara bersesama dan berasingan serta ditandatangani oleh kesemua perunding yang terlibat dan disetemkan.

23. LARANGAN PEMINDAHAN EKUITI FIRMA SEPANJANG TEMPOH KONTRAK

Perunding Utama dan Sub Perunding adalah dilarang untuk membuat pemindahan ekuiti firma sepanjang tempoh kontrak berkuatkuasa kecuali mendapat kelulusan Kerajaan terlebih dahulu.

24. LARANGAN MENGEMUKAKAN TAWARAN ALTERNATIF

Perunding tidak dibenarkan mengemukakan tawaran alternatif.

25. PENJELASAN BERHUBUNG PROSES PEROLEHAN KERAJAAN (*DEBRIEFING*) BAGI PEROLEHAN TERTAKLUK KEPADA FTA

25.1. Petender boleh mengemukakan permohonan debriefing bagi perolehan tertakluk kepada FTA secara rasmi melalui surat/ e-mel kepada agensi dalam tempoh lima (5) hari mulai tarikh keputusan PBM dipaparkan di dalam portal MyPROCUREMENT.

25.2. Pihak Kerajaan boleh mengemukakan penjelasan berhubung proses perolehan (debriefing) bagi perolehan tertakluk kepada FTA ke atas mana-mana permohonan daripada pembida secara rasmi melalui surat/ e-mel kepada agensi dalam tempoh lima (5) hari mulai tarikh keputusan Pihak Berkuasa Melulus dipaparkan di dalam portal MyPROCUREMENT.

25.3. Keputusan Kerajaan adalah muktamad tertakluk kepada bantahan yang diterima.

25.4. Tindakan tatatertib boleh diambil oleh Kerajaan terhadap petender yang menarik balik tawaran sebelum tawaran dipertimbangkan atau petender yang menolak tawaran setelah SST dikeluarkan oleh Kerajaan atau petender tidak melaksanakan kerja setelah mengembalikan SST yang telah ditandatangani.

SEKSYEN I : BAHAGIAN A
(TAJUK TENDER)

Senarai Semak Dokumen Cadangan Kos

Senarai semak ini perlulah dimasukkan sebagai **MUKA DEPAN** di dalam Cadangan Kos. Petender hendaklah memastikan Cadangan Kos merangkumi semua dokumen yang dinyatakan di bawah. Kegagalan petender mengemukakan dokumen di bawah dengan lengkap akan menyebabkan **Tender ditolak.**

Bil	NO SIRI DOKUMEN PELAWAAN :			
	Dokumen Yang Dikemukakan	Sila Tandakan (√)		
		Ditanda oleh Petender	Untuk kegunaan Pejabat	Catatan
1.	Borang Tender			
2.	Jadual Ringkasan Kos Perkhidmatan Perunding (Setiap butiran komponen dan sub komponen hendaklah dihargakan)			
3.	Satu (1) CD atau '*thumbdrive*' mengandungi *soft copy* cadangan teknikal dan kos yang lengkap diisi oleh petender			

Dengan ini saya mengesahkan bahawa saya telah membaca dan memahami semua syarat-syarat yang dinyatakan di atas dan semua maklumat yang dikemukakan adalah benar dan lengkap.

…….
Nama Prinsipal :

No K.P :

Tarikh :

Cop Firma :

SEKSYEN I : BAHAGIAN A
(TAJUK TENDER)

Senarai Semak Dokumen Kelayakan Asas Dan Cadangan Teknikal

Senarai semak ini perlulah dimasukkan sebagai **MUKA DEPAN** di dalam Cadangan Teknikal. Petender hendaklah memastikan semua dokumen yang dinyatakan di bawah adalah lengkap. Kegagalan petender mengemukakan **dokumen bagi item 1 - 2** di bawah akan mengakibatkan Cadangan **Tender ditolak.**

Bil	NO SIRI DOKUMEN PELAWAAN :				
	Dokumen Yang Dikemukakan		Sila Tandakan (√)		
			Ditanda oleh Petender	Untuk kegunaan Pejabat	Catatan
1.	Sijil-sijil yang **wajib** dikemukakan:				
	1(i)	**Sijil Akuan Pendaftaran** Firma Perunding yang dikeluarkan oleh Kementerian Kewangan mengikut Kod Bidang bagi **Perunding Utama** dan setiap **Sub Perunding**.			
	1(ii)	**Sijil Perakuan Pendaftaran** Badan Profesional bagi Perunding Utama dan setiap Sub Perunding.			
2.	Dokumen **Wajib** yang perlu dikemukakan:				
	2(i)	**Borang A** – Akuan Kebenaran Perkongsian Maklumat dan Pengesahan Maklumat Oleh Perunding Utama dan setiap Sub Perunding			
	2(ii)	**Borang B** – Surat Akuan Perunding Utama dan setiap Sub Perunding Berkenaan Rasuah			
	2(iii)	**Borang C1** - Surat Akuan Bebas daripada Tindakan Tatatertib Lembaga Profesional/Sabitan Jenayah/Pakatan Harga yang berkaitan oleh **Perunding Utama** dan **Sub Perunding**			
	2(iv)	**Borang C2** – Akuan Sub Perunding Tidak Menyertai Tender dengan Perunding Utama Lain Dalam Tender yang sama (kecuali bagi bidang yang diberi pengecualian sahaja)			

SEKSYEN I : BAHAGIAN A
(TAJUK TENDER)

Bil	NO SIRI DOKUMEN PELAWAAN :				
	Dokumen Yang Dikemukakan		Sila Tandakan (√)		
			Ditanda oleh Petender	Untuk kegunaan Pejabat	Catatan
	2(v)	**Borang D** – Surat Akuan Perunding Utama untuk Melaksanakan Program Protégé			
	2(vi)	Salinan Penyata Akaun Bank bagi dua belas (12) bulan yang terakhir firma sebelum bulan tutup tender yang disahkan oleh Pegawai yang diberi kuasa oleh bank berkenaan. Atau Salinan PENYATA KEWANGAN FIRMA* masing-masing bagi tiga (3) tahun kewangan terakhir secara berturut-turut setahun sebelum tahun tutup tender yang diaudit dan disahkan dengan Salinan diakui sah (*certified true copy*) ASAL oleh Juruaudit Bertauliah/Setiausaha Syarikat Berlesen.			
3.	Dokumen lain yang perlu dikemukakan				
	3(i)	**Borang E** – Senarai Pengalaman Perunding Utama			
	3(ii)	**Borang F** – Senarai Kakitangan Teknikal Perunding Utama			
	3(iii)	**Borang G** – Senarai Nama dan Maklumat Am Perunding Utama dan Sub Perunding Mengikut Bidang			
	3(iv)	**Borang H** – Cadangan Jadual Pelaksanaan Perkhidmatan Perunding			
	3(v)	**Borang G** – Senarai Nama dan Maklumat Am Perunding Utama dan Sub Perunding Mengikut Bidang			
	3(vi)	**Borang J** – Cadangan Kaedah Pelaksanaan Perkhidmatan Perunding			

SEKSYEN I : BAHAGIAN A
(TAJUK TENDER)

Bil	NO SIRI DOKUMEN PELAWAAN :				
	Dokumen Yang Dikemukakan		Sila Tandakan (√)		
			Ditanda oleh Petender	Untuk kegunaan Pejabat	Catatan
	3(vii)	**Borang K** – Program Kepastian Kualiti Perunding Utama			
	3(viii)	**Borang L** – Cadangan Carta Organisasi Pasukan Perunding Utama dan Sub Perunding			
	3(viii)	Salinan Pendaftaran Cukai Perkhidmatan dengan Jabatan Kastam Diraja Malaysia			
4.	Satu (1) CD atau '*thumbdrive*' mengandungi soft copy cadangan teknikal dan kos yang lengkap diisi oleh petender				

Dengan ini saya mengesahkan bahawa saya telah membaca dan memahami semua syarat-syarat yang dinyatakan di atas dan semua maklumat yang dikemukakan adalah benar dan lengkap.

…….

Nama Prinsipal :

No K.P :

Tarikh :

Cap Firma :

No. * LTBKS/Tender/Kontrak ..*No LTBKS/ Tender/ Kontrak

SEKSYEN I : BAHAGIAN B

Surat Setuju Terima (rujuk Lampiran 4 kepada PP/PK3.11)

Lampiran

(Versi Bahasa Malaysia)

SURAT SETUJU TERIMA
(Bagi Lantikan Terus Beserta Kos Siling/Tender Perunding Utama)
Untuk Perolehan Dengan Firma Perunding Yang **Berdaftar** Di Bawah JKDM Bagi **Perkhidmatan Perunding** Utama Yang Dikenakan Cukai Di Bawah Akta Cukai Perkhidmatan 2018

Rujukan Kami : ..Rujukan Agensi.....
Tarikh : ..Tarikh.....

….Nama Syarikat.…
….Alamat Syarikat.……
……

Tuan,

***Lantikan Terus Beserta Kos Siling /Tender Untuk : ….Tajuk *LTBKS/Tender……**
No. * Lantikan Terus Beserta Kos Siling /Tender/ Kontrak : ……No. *LTBKS/Tender/Kontrak……

Dengan ini dimaklumkan bahawa Kerajaan telah bersetuju menerima tawaran *lantikan terus berserta kos siling (LTBKS)/tender syarikat tuan dengan harga sebanyak Ringgit Malaysia ……Harga kontrak dalam perkataan…… (RM ……Harga kontrak dalam angka……) yang merupakan harga kontrak bagi tempoh kontrak selama ……Hari/Minggu/Bulan/Tahun…… tertakluk kepada dokumen
*LTBKS/tender yang menjadi sebahagian daripada perolehan ini dan Surat Setuju Terima ini berserta dengan ***Lampiran A*** kepada Surat Setuju Terima iaitu maklumat terperinci kontrak (selepas ini disebut sebagai “Surat ini”).

2. Dengan pengakuan penerimaan Surat ini, suatu kontrak yang mengikat terbentuk antara Kerajaan dengan syarikat tuan. Satu dokumen kontrak hendaklah ditandatangani dengan kadar segera dengan memasukkan semua terma sebagaimana dokumen ~~*LTBKS~~/tender serta semua terma dalam ***Lampiran A***. Sehingga dokumen kontrak tersebut ditandatangani, Surat ini hendaklah terus mengikat kedua-dua pihak.

3. Harga kontrak adalah termasuk peruntukan Kerajaan sebanyak ..Kadar peratusan berdasarkan Akta Cukai Perkhidmatan 2018.....% cukai perkhidmatan memandangkan perkhidmatan ini dikenakan cukai dan syarikat tuan berdaftar dengan Jabatan Kastam Diraja Malaysia (JKDM). Pembayaran cukai perkhidmatan ini adalah dikira berdasarkan tuntutan sebenar dan tarikh kuat kuasa pendaftaran syarikat tuan dengan JKDM.

4. Adalah dimaklumkan bahawa tiada perkhidmatan boleh dibuat **melainkan** jika syarikat tuan telah mengemukakan kepada Kerajaan dokumen-dokumen berikut:

*(a) suatu polisi Insurans Tanggung Rugi Profesional yang diambil atas nama syarikat tuan;
Perenggan 4(a) hanya terpakai bagi pelantikan perunding untuk semua projek pembangunan fizikal

(b) jadual pelaksanaan keseluruhan perkhidmatan perunding yang muktamad; dan

(c) senarai nama kakitangan perunding *(terdiri daripada kakitangan Perunding Utama dan sub perunding)* yang terlibat dalam projek ini berserta peranan masing-masing,

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ..*No LTBKS/ Tender/ Kontrak

seperti yang ditetapkan dalam ***Lampiran A*** tidak melebihi *14/30 hari dari tarikh pengakuan penerimaan Surat ini oleh syarikat tuan. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan, boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa cara jua bertanggungan terhadap syarikat tuan **melainkan jika** penepian bertulis diberikan oleh orang yang diberi kuasa, bagi perkhidmatan yang perlu dibuat dengan segera atau serta-merta apabila kelewatan itu akan memudarat dan menjejaskan perkhidmatan dan kepentingan awam.

5. Setelah arahan dikeluarkan oleh Kerajaan, syarikat tuan dikehendaki melaksanakan perkhidmatan dalam tempoh yang ditetapkan dan kualiti perkhidmatan tersebut hendaklah memuaskan hati serta memenuhi kehendak Kerajaan. Sekiranya syarikat tuan gagal melaksanakan perkhidmatan dalam tempoh dan/atau kualiti yang ditetapkan, Kerajaan berhak membatalkan arahan yang dikeluarkan dan/atau mengenakan *Liquidated & Ascertained Damages* (LAD) seperti yang ditetapkan dalam ***Lampiran A***. Kerajaan juga berhak menolak apa-apa deliverables sekiranya deliverables tersebut tidak memuaskan hati serta memenuhi kehendak Kerajaan dan dikemukakan semula selaras dengan kualiti dan tempoh yang ditetapkan.

*6. Syarikat tuan juga adalah dikehendaki melaksanakan program *Professional Training And Education For Growing Entrepreneurs* (PROTÉGÉ) seperti yang ditetapkan oleh Kerajaan berdasarkan harga kontrak dengan bilangan minimum peserta PROTÉGÉ sebanyak ..... Bil. Minimum peserta ..... orang tanpa sebarang kos kepada Kerajaan. Bilangan minimum peserta yang diperlukan hendaklah dikira berdasarkan formula di bawah:

$$\frac{1\% \times \text{Harga Kontrak}^*}{\text{RM24,000}^{**}}$$

*Bagi tujuan pengiraan PROTÉGÉ, Harga Kontrak adalah nilai tawaran yang dipersetujui tanpa cukai **Elaun PROTÉGÉ (RM2,000 seorang x 12 bulan)

Perenggan ini terpakai sekiranya Harga Kontrak **melebihi nilai ambang** dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2**.**

*6. Syarikat tuan juga adalah digalakkan melaksanakan program *Professional Training And Education For Growing Entrepreneurs* (PROTÉGÉ) seperti yang ditetapkan oleh Kerajaan.

Perenggan ini terpakai sekiranya Harga Kontrak **di bawah nilai ambang** dan syarikat digalakkan untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2.

7. Bagi tujuan program PROTÉGÉ ini, syarikat tuan adalah dikehendaki untuk:

(a) mengemukakan Jadual Pelaksanaan Program PROTÉGÉ berdasarkan tempoh kontrak kepada Sekretariat PROTÉGÉ untuk kelulusan dalam tempoh dua (2) minggu selepas tarikh pengakuan penerimaan Surat ini oleh syarikat tuan;

(b) melaksanakan program ini mengikut Jadual Pelaksanaan Program PROTÉGÉ yang diluluskan oleh Sekretariat PROTÉGÉ;

(c) mengemaskini maklumat berkaitan pengalaman syarikat melaksanakan program PROTÉGÉ dalam sistem ePerolehan di Kementerian Kewangan atau sistem di Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB), mengikut mana yang berkaitan;

(d) mengemukakan sijil atau surat pengesahan oleh Sekretariat PROTÉGÉ kepada Agensi sebaik sahaja pelaksanaan program PROTÉGÉ selesai; dan

(e) mengemukakan laporan berkaitan pelaksanaan program PROTÉGÉ kepada Sekretariat PROTÉGÉ.

*8. Sekiranya syarikat tuan gagal mematuhi mana-mana terma di perenggan 6 dan 7 atau arahan oleh Kerajaan, Kerajaan berhak untuk tidak mempertimbangkan sebarang tawaran kontrak baharu atau pelanjutan kontrak pada masa hadapan kepada syarikat tuan.

Perenggan ini terpakai sekiranya Harga Kontrak melebihi nilai ambang dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2. Bagi Harga Kontrak di bawah nilai ambang, perenggan ini hendaklah dipotong.

Tandatangan & Cop (Kerajaan) : .....
Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ..*No LTBKS/ Tender/ Kontrak

9. Syarikat tuan juga adalah diingatkan bahawa Kerajaan berhak untuk membatalkan Surat ini sekiranya:

(a) syarikat tuan gagal mematuhi mana-mana terma di perenggan 4 dalam tempoh masa yang ditetapkan;
(b) syarikat tuan gagal mematuhi mana-mana terma yang dinyatakan dalam Surat Akuan Perunding Berjaya;
(c) syarikat tuan telah membuat salah nyataan (*misrepresentation*) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaan bagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan dokumen lain yang palsu atau yang telah diubah suai;
(d) syarikat tuan membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;
(e) syarikat tuan terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses *LTBKS/tender sehingga dokumen kontrak ditandatangani;
(f) syarikat tuan telah memberikan subkontrak sama ada sepenuhnya atau sebahagiannya perkhidmatan tanpa kelulusan Kerajaan terlebih dahulu;
(g) syarikat gagal menyempurnakan perkhidmatan dalam tempoh yang ditetapkan seperti di ***Lampiran A***;
(h) syarikat tuan gagal mematuhi mana-mana terma/arahan di dalam dokumen *LTBKS/tender;
(i) syarikat tuan/ pemilik/ rakan kongsi/ pengarah telah disabitkan atas kesalahan jenayah di dalam atau luar Malaysia;
(j) syarikat tuan digulungkan;
(k) syarikat gagal mematuhi skop perkhidmatan yang ditetapkan dan/atau *Service Level Agreement*;
(l) syarikat tuan tidak mendapat kelulusan daripada Kerajaan terlebih dahulu bagi apa-apa penjualan atau pemindahan ekuiti sepanjang tempoh kontrak ini berkuat kuasa; atau
(m) terdapat perkara yang melibatkan kepentingan awam atau keselamatan dan kepentingan negara.

10. Sekiranya Surat ini dibatalkan atas alasan seperti yang ditetapkan di perenggan 9, Kerajaan tidak akan bertanggungan terhadap apa-apa kerugian syarikat tuan termasuk kerugian masa hadapan.

11. Bersama-sama Surat Akuan Perunding Berjaya dan Surat Akuan Sumpah Syarikat seperti di ***Lampiran B*** dan ***Lampiran C*** untuk ditandatangani oleh syarikat tuan dan dikembalikan bersama-sama dengan Surat ini.

12. Surat ini dihantar kepada syarikat tuan dalam tiga (3) salinan. Sila kembalikan ke pejabat ini salinan asal dan kedua berserta lampiran yang berkaitan yang telah ditandatangani dengan sempurna oleh syarikat tuan dan saksi syarikat tuan tidak melebihi *3/7/14 hari dari tarikh Surat ini diterima untuk tindakan kami selanjutnya. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa jua bertanggungan terhadap syarikat tuan.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menjalankan amanah,
Tandatangan Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

.....
(Nama Penuh Pegawai)
Jawatan Pegawai

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak ..*No LTBKS/ Tender/ Kontrak

PENGAKUAN PENERIMAAN SURAT SETUJU TERIMA DAN LAMPIRAN YANG BERKAITAN OLEH SYARIKAT

Dengan ini disahkan bahawa yang bertandatangan di bawah ini mengakui penerimaan Surat ini dan lampiran yang berkaitan yang rujukannya ialah .....Rujukan Agensi..... bertarikh .....Tarikh SST ditandatangani oleh Menteri..... dan bersetuju dengan terma dan syarat yang terkandung dalam Surat ini tanpa syarat yang mana salinan kepada Surat ini telah pun disimpan, dan selanjutnya disahkan bahawa tiada apa-apa terma, syarat atau stipulasi tambahan kepada yang terkandung dalam dokumen *sebut harga/tender dan Surat ini telah dikenakan.

Tandatangan Syarikat …….....		Tandatangan Saksi Syarikat ……	
Nama Penuh	:	Nama Penuh	:
No. Kad Pengenalan	:	No. Kad Pengenalan	:
Alamat	:	Alamat	:
Tarikh	:	Tarikh	:

Meterai atau Cop Syarikat

**potong mana yang tidak berkenaan*

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak .....*No LTBKS/ Tender/ Kontrak.....

Lampiran A

BUTIRAN KONTRAK

.....Tajuk *Sebut Harga/Tender.....

1. **Pendaftaran Syarikat Dengan Suruhanjaya Syarikat Malaysia (SSM) (jika berkaitan)**

   1.1 No. Pendaftaran : .....Nombor Pendaftaran.....

   1.2 Tempoh Sah Laku : .....Tempoh sah laku sijil pendaftaran.....

2. **Pendaftaran Syarikat Dengan Lembaga Profesional (jika berkaitan)**

   2.1 No. Pendaftaran : .....Tandatangan Syarikat.....

   2.2 Tempoh Sah Laku : .....Tempoh sah laku sijil pendaftaran.....

3. **Pendaftaran dengan Kementerian Kewangan (jika berkaitan)**

   3.1 No. Pendaftaran : .....Nombor Pendaftaran.....

   3.2 Tempoh Sah Laku : .....Tempoh sah laku sijil pendaftaran dengan Kementerian Kewangan.....

   3.3 Kod Bidang : .....Kod bidang yang berkaitan untuk *sebut harga/tender ini.....

   3.4 Ekuiti Bumiputera : .....Tiada /Melebihi 50% /100%.....

4. **Pendaftaran Cukai Perkhidmatan dengan Jabatan Kastam Diraja Malaysia**

   4.1 No. Pendaftaran : .....Nombor pendaftaran cukai perkhidmatan.....

   4.2 Tarikh Kuat Kuasa : .....Tarikh kontraktor boleh mula mengenakan cukai perkhidmatan ke atas perkhidmatan.....

5. **Harga dan Tempoh Kontrak**

   5.1 Harga *LTBKS/Tender (butiran harga seperti di ***Lampiran A1***) : RM.....Harga *~~LTBKS~~/Tender yang telah disetuju terima (Yuran + Imbuhan Balik)
   Lampiran A1 adalah butiran kos perunding melibatkan yuran dan imbuhan balik

   5.2 Peruntukan Cukai Perkhidmatan : RM .....Cukai Perkhidmatan dalam angka.....

Tandatangan & Cop (Kerajaan) : .....
Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

5.3 Harga Kontrak : RM Harga *LTBKS/Tender (Yuran + Imbuhan Balik) + Cukai Perkhidmatan

5.4 Tempoh Kontrak : DD / MM / YYYY

5.5 Tarikh Mula Perkhidmatan : Hari / Minggu / Bulan /Tahun

5.6 Tarikh Tamat Perkhidmatan : DD / MM / YYYY

4. **Terma Rujukan/Skop Perkhidmatan Perunding**

* Terma Rujukan/Skop Perkhidmatan Perunding yang ditetapkan seperti di ***Lampiran A2***
Lampiran A2 akan disediakan oleh Agensi

5. ***Polisi Insurans Tanggung Rugi Profesional (jika berkaitan)**

5.1 Nilai Polisi : RM..... Nilai dalam angka

5.2 Tempoh Perlindungan : Dari tarikh kuat kuasa kontrak sehingga 12 bulan selepas tamat Tempoh Tanggungan Kecacatan

8. **Kenaan Liquidated & Ascertained Damages (LAD)**
(Lewat mengemukakan *deliverables* yang telah dipersetujui)

8.1 Formula : $\frac{\textit{Base Lending Rate}}{100} \times \frac{\text{Yuran Perunding}}{365}$
(tertakluk minimum RM100 sehari)

8.2 Kadar sehari : RM..... Nilai dalam angka

9. ***Professional Training And Education For Growing Entrepreneurs (PROTÉGÉ) (jika berkaitan)**
(Bagi perolehan yang telah melebihi nilai ambang berdasarkan 1PP/PK1.2)

9.1 Tertakluk kepada pelaksanaan Program PROTÉGÉ : Ya / Tidak (Berdasarkan nilai ambang yang ditetapkan dalam 1PP/PK1)

9.2 Bilangan minimum peserta PROTÉGÉ : ..... peserta

Formula:
$\frac{\text{1\% X Harga Kontrak*}}{\text{RM24,000**}}$

*Bagi tujuan pengiraan PROTÉGÉ, Harga Kontrak adalah nilai tawaran yang dipersetujui tanpa cukai
**Elaun PROTÉGÉ (RM2,000 seorang x 12 bulan)

**potong mana yang tidak berkenaan*

Tandatangan & Cop (Kerajaan) : .....
Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

Salinan Kepada :

Ketua Pegawai Eksekutif
Ibu Pejabat Lembaga Hasil Dalam Negeri Malaysia
Menara Hasil
Aras 18, Persiaran Rimba Permai, Cyber 8
63000 CYBERJAYA
(u.p.: Pengarah Jabatan Pematuhan Cukai)

Ketua Pengarah Kastam
Ibu Pejabat Kastam Diraja Malaysia
Bahagian Cukai Dalam Negeri (SST)
Aras 3 -7, Blok A, Menara Tulus
No. 22, Persiaran Perdana , Presint 3
61200 PUTRAJAYA
(u.p.: Pengarah Bahagian Cukai Dalam Negeri (SST))

Sekretariat
Majlis Perundingan Gaji Negara
Kementerian Sumber Manusia
Aras 7, Blok D3, Kompleks D
62530 PUTRAJAYA

Professional Training & Education For Growing Entrepreneurs (Protege)
Aras 2, Blok E4/5, Parcel E
Kementerian Pembangunan Usahawan
Pusat Pentadbiran Kerajaan Persekutuan
62668, PUTRAJAYA
(u.p. : Ketua Sekretariat PROTÉGÉ)

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak*No LTBKS/ Tender/ Kontrak……..

Lampiran B

SURAT AKUAN PERUNDING BERJAYA
(Tajuk dan Nombor Rujukan ~~*LTBKS~~/Tender)

Saya, ...nombor K.P. ..... yang mewakili ..... (nama syarikat) ..... nombor pendaftaran (*MOF/CIDB/SSM) ..... dengan ini mengisytiharkan bahawa saya atau mana-mana individu yang mewakili syarikat ini tidak akan menawar atau memberi rasuah kepada mana-mana individu dalam ..... atau mana-mana individu lain, sebagai ganjaran untuk dipilih dalam *lantikan terus berserta kos siling (LTBKS)/tender seperti di atas. Bersama ini dilampirkan Surat Perwakilan Kuasa bagi saya mewakili syarikat seperti tercatat di atas untuk membuat pengisytiharan ini.

2. Sekiranya saya atau mana-mana individu yang mewakili syarikat ini didapati bersalah menawar atau memberi rasuah kepada mana-mana individu dalam ..... (nama kementerian/agensi) ..... atau mana-mana individu lain sebagai ganjaran mendapatkan *sebut harga/tender seperti di atas, maka saya sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil:

2.1 penarikan balik tawaran kontrak bagi *LTBKS/tender di atas; atau
2.2 penamatan kontrak bagi *LTBKS/tender di atas; dan
2.3 lain-lain tindakan mengikut peraturan perolehan Kerajaan yang berkuat kuasa.

3. Sekiranya terdapat mana-mana individu cuba meminta rasuah daripada saya atau mana-mana individu yang berkaitan dengan syarikat ini sebagai ganjaran mendapatkan *LTBKS/tender seperti di atas, maka saya berjanji akan dengan segera melaporkan perbuatan tersebut kepada pejabat Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran.

Yang Benar,

.....
(Nama dan No. KP)

Cop Syarikat :

Catatan:
i) * Potong mana yang tidak berkenaan
ii) Surat akuan ini hendaklah dikemukakan bersama Surat Perwakilan Kuasa

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak .....*No LTBKS/ Tender/ Kontrak

Lampiran C

SURAT AKUAN SUMPAH SYARIKAT

Saya..... nombor kad pengenalan .....
yang mewakili syarikat ..... nombor pendaftaran.....
(*MOF/Lembaga Profesional/SSM) dengan sesungguhnya dan sebenarnya mengaku bahawa:

(a) syarikat **TIDAK** membuat salah nyataan (*misrepresentation*) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaan bagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan dokumen lain yang palsu atau yang telah diubah suai;

(b) syarikat **TIDAK** membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;

(c) syarikat **TIDAK** terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses *sebut harga/tender sehingga dokumen kontrak ditandatangani;

(d) syarikat/pemilik/rakan kongsi/pengarah **TIDAK** disabitkan atas kesalahan jenayah di dalam atau luar Malaysia; dan

(e) syarikat **TIDAK** digulungkan.

Sekiranya pada bila-bila masa, dibuktikan bahawa pengisytiharan perenggan di atas adalah tidak benar, Kerajaan berhak menarik balik tawaran kontrak atau menamatkan perkhidmatan syarikat bagi projek ini.

Dan saya membuat Surat Akuan Bersumpah ini dengan kepercayaan bahawa apa-apa yang tersebut di dalamnya adalah benar serta menurut Akta Akuan Berkanun 1960.

Diperbuat dan dengan)
sebenar-benarnya diakui oleh)
) Tandatangan.....
.....)
di.....)
pada .....)

Di hadapan saya,

.....
Pesuruhjaya Sumpah

Catatan:
i. *Potong mana yang tidak berkenaan.
ii. Surat akuan ini hendaklah ditandatangani oleh hanya penama di sijil pendaftaran MOF/CIDB.

Tandatangan & Cop (Kerajaan) : .....
Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak .....*No LTBKS/ Tender/ Kontrak

LAMPIRAN A1

Bil.	Perunding	Yuran Perkhidmatan Perunding		Imbuhan Balik (RM)	Cukai Perkhidmatan (.... % daripada yuran dan imbuhan balik) (RM)	Jumlah
		Yuran (RM)	Peratusan (%)			
		(A)	(B) {(A)/Jumlah Keseluruhan (A)} x 100	(C)	(D) .....% x {(A)+(C)}	(A+C+D)
1.	**Perunding Utama**					
	Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
2.	**Sub Perunding**					
	1. Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
	2. Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
	3. Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
	4. Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
	5. Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
	Jumlah keseluruhan:		**100%**			
Jumlah keseluruhan termasuk cukai perkhidmatan (..... %):						

Tandatangan & Cop (Kerajaan) : .....

Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

SEKSYEN I : BAHAGIAN C

Perjanjian Perkhidmatan Perunding Utama

Seperti di **Lampiran 5 kepada PP/PK3.11**

SEKSYEN I : BAHAGIAN D

Terms of Reference – TOR *Lead Consultant*

1.0 DEFINITIONS

In this term of Reference unless the context otherwise requires, the following expression shall have the meanings hereby assigned to them:

"Lead Consultant" or "LC" means "CA" as described in **Form CSA2014-Architectural LC(Amendment 2019);**

"Sub-Consultants", "Project" and **"Works"** are as described in **Form CSA2014-Architectural LC(Amendment 2019)**;

"JKR" means Jabatan Kerja Raya;

(The Ministry concerned)

"Client" means **… ……. ;**

"Government" means the Government of Malaysia.

2.0 INTRODUCTION

2.1 It has been decided by the Government to appoint a Lead Consultant to undertake the overall planning, designing, tendering, coordination, supervision and management of The Project. In order for the physical implementation to be on schedule, the completed set of drawings, specifications together with all other drawings (duly signed by the respective registered professional) and the Government must be ready for tender by the date specified by the Government

2.2 The role of JKR in this Project shall be:

(i) as the executing agency overseeing the physical implementation of the Project; and

(ii) as the monitoring agency overseeing throughout the overall Project progress including the pre-contract and post-contract stages.

2.3 The LC shall provide all reasonable cooperation and access to JKR officers throughout the Project implementation stages.

2.4 While every cooperation is given to the LC, it is the responsibility of the LC to collect all the information that is needed in the execution of this Project. The LC shall undertake to inspect the site and its surroundings to ascertain for itself the specific requirements of the Project.

2.5 It will be necessary for the LC to meet and consult with the client department and JKR in order to obtain detailed requirements necessary for the preparation of the design and plans.

3.0 OBJECTIVES

The main objective of employing LC services is to assist the Government to implement the project within reasonable cost, within the time scheduled and compliance with the latest of government procedure, practice and regulations.

4.0 PROJECT INFORMATION AND SCOPE OF WORKS

(a) General information of the project is as below;

Project Name	PROJEK XXXXXX
Project Cost	RM XXXXXX
Project Duration	Pre-construction: X months Construction: X months Defect Liability Period: X months Overall Duration : XXX months
Client Department	Kementerian XXXXXX

The descriptions of the project, the scope of work and tentative overall project implementation schedule are as per **Appendix 1.1** and **Appendix 1.2**.

(b) The scope of work for the LC shall include all professional services in accordance with the procedure and requirements of Government project throughout the pre-contract to the post contract stages.

5.0 TERMS OF APPOINTMENT

The appointment shall be based on conditions of engagement and terms as stipulated in **Form CSA2014-Architectural LC (Amendment 2019)** and in all other documents contained or mentioned or referred to in the Consultancy Services Agreement between the Government and the LC.

6.0 DURATION OF SERVICES

The LC shall commence the services from **the Service Commencement Date** as stated in the Letter of Acceptance and shall complete the services until the submission of accepted 'As Completed Detailed Abstract' (ACDA).

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

7.0 CONSULTANCY SERVICES

7.1 SCOPE OF SERVICES

a) The LC shall be responsible for the overall planning, designing, tendering, coordination, supervision and management of The Project according to JKR 'Sistem Pengurusan Bersepadu' (SPB) and shall be directly responsible to The Director General of Jabatan Kerja Raya or his appointed representative for all aspects which fall within the scope of the project.

b) The scope of LC services shall include but shall not be limited to the following:

(i) Appointing all Sub-Consultants.
(ii) Coordinating, monitoring and reviewing the works of the consultant team.
(ii) Arranging consultant team meeting and planning work stages.
(iii) Preparing overall program and progress report.
(iv) Obtaining decision and approval from the Government.
(v) Coordinating the evaluation of quotation/tenders* (if applicable).

c) The LC shall provide the SERVICES as listed below:

(i) Architectural – the scope of services is specified in **Appendix 2.1.**
(ii) Civil and Structural – the scope of services is specified in **Appendix 2.2.**
(iii) Mechanical– the scope of services is specified in **Appendix 2.3.**
(iv) Electrical– the scope of services is specified in **Appendix 2.4.**
(v) Quantity Surveying– the scope of services is specified in **Appendix 2.5.**
(vi) Town Planning Services - the scope of services is specified in **Appendix 2.6.**
(vii) Landscape Architecture Services - the scope of services is specified in **Appendix 2.7.**

d) The LC may also carry out the services as mentioned in paragraph 7.0(c) if the LC are registered in more than one field code (*Kod Bidang*) In this circumstance, the LC is required to submit the technical proposal for each field code separately for the purpose of tender evaluation.

e) To interpret THE PROJECT briefs and prepare agreed preliminary design of the Project and services based on requirements.

f) To manage, administer and supervise the physical, financial and contractual aspects of The Project, including recommendation for payments, finalising accounts etc. all MUST be in accordance with the latest Government procedures, practices and regulations.

g) To obtain various approvals or permits for occupation from various Authorities, to supervise Testing and Commissioning works, defect inspection prior to the acceptance of the buildings by the Government.

h) Diversion of Existing Services

The LC shall ensure all Sub-Consultants expeditiously investigate on site and identify all existing services e.g pipelines, telephone, ELV that have to be diverted. The LC shall then advise the Government the necessary action to be taken.

7.2 SITE SUPERVISION

(a) To provide full-time supervision on site and the number of staff to be employed, including the LC's own staff to be seconded to site subjected to the Government's approval. The number of site supervision staff shall be referred to **APPENDIX 3**.

(b) The L C shall be responsible for the supervision of the Works including certifications of all works.

(c) The L C shall follow strictly the instructions issued by the Government Representative (GR) of the Project in carrying out the supervision of the works.

8.0 CONSULTING FEES

8.1 The consulting fee is based on *"Fixed Consulting Fees"* according to the Ministry of Finance **Pekeliling Perbendaharaan Malaysia PK3.2 - Kos Perkhidmatan Perunding**. The method of *"Fixed Consulting Fees"* as below:

(i) The cost of consultancy services as agreed in the **Letter of Acceptance** which consists of consulting fee, supervision fee and out-of-pocket expenses **shall be fixed**. Nonetheless, the Government shall have the absolute discretion whether or not to consider application of additional consulting fees if there are works variation and/or extension of time in the construction contract.

(ii) Any additional consulting fees due to the increased in construction contract price and calculated according to Scale of Minimum Fee is not applicable for Government projects since 15 September 2016.

(iii) If the accepted construction contract price is lower than the estimated project cost, the Government reserves the right to reduce the consulting fee proportionally in relation to the accepted construction contract price.

(iv) In tender submission to the Government, the consultant's consulting fees proposal shall include any reasonable and competitive calculation methods together with costs breakdown.

8.2 All out of-pocket-expenses or reimbursable expenses shall be billed in accordance with the allowed items by JKR and shall not exceed the cost capping as prescribed in The Ministry of Finance circular.

8.3 All out of-pocket-expenses or reimbursable expenses shall be claimed on a monthly basis submitted together with proper receipts and invoices where applicable. All claims must be submitted to the Government as soon as practicable but not later than three (3) months from the occurrence of the event or at the discretion of the Government.

8.4 The LC and Sub-Consultants shall pay and maintain at its own cost any insurance policy as required by the Government and the cost shall not be included in out of-pocket-expenses.

9.0 DELIVERABLES

The LC shall submit the deliverables of all stages for overall scope of services which generally comprise the Preliminary Detailed Abstract, reports, specification, drawing, tender documents, As Tendered Detailed Abstract, contract documents, Certificate of Completion and Compliance, Fire Certificate and As Completed Detailed Abstract. Further reference can be made to the scope of services as specified in **APPENDIX 2.1 – 2.7.**

10.0 SUBMISSION OF REPORTS, SCHEDULE AND OTHER DOCUMENTS

3.1 Within fourteen (14) days after the appointment of the LC, the LC shall submit the proposed implementation schedule for the design of The Project for Government's approval. The LC must ensure that all the consulting services can be completed within the stipulated time. The LC shall submit a progress report of the services every month in a format acceptable by the Government.

3.2 Within fourteen (14) days after the appointment of the LC, the LC shall furnish a list of personnel involved in the consulting services indicating their inputs corresponding to each component of work and the implementation schedule. This should include submission of curriculum vitae of all professional and non-professional personnel's which must be provided at all times. The LC's and Sub-Consultant's representative shall be competent, experienced and registered with the respective Professional Boards duly authorised to act on their behalf.

3.4 The LC shall provide three (3) sets of printed drawings and documents at each stage of all scope for Professional Services. A soft copy of each submission must be submitted together on the appropriate storage drive and properly labelled.

3.5 All submission must be properly endorsed by the Professional Consultant.

11.0 DISCREPANCIES

11.1 Discrepancies Between Drawings and Documents

It is the responsibility of the LC to ensure that no discrepancy occurs between drawings and documents. If discrepancies due to negligence of the LC or any of his Sub-Consultant(s) are discovered at any stage, then the LC is liable for the cost of rectification. The LC is also required to come up with a working proposal for rectification at his own cost.

12.0 TECHNOLOGY AND KNOWLEDGE TRANSFER

The LC shall endeavour to ensure that the employees of the Government are trained or exposed to the expertise of such professionals pursuant to a programme for technology and knowledge transfer, when necessary.

13.0 CONSULTANCY SERVICE AGREEMENT

13.1 This Agreement shall be signed not later than four (4) months after the date of the signing of the Letter of Acceptance by the LC.

13.2 This Agreement is prepared in both original (1) and certified duplicate copy (1) and copies (13) sets.

13.3 The signing of the Agreement is a condition precedent to payment being made to the LC and Sub-Consultants(s).

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

Appendix 1.1 – *Project Brief*

Agensi Kerajaan hendaklah menyediakan dan melampirkan brif projek yang berkaitan.

Appendix 1.2 – *Government Project Implementation Schedule*

Agensi Kerajaan hendaklah menyediakan dan melampirkan jadual pelaksanaan projek yang berkaitan.

Appendix 2.1 – *Scope of Architectural Services*

14.0 SCOPE OF ARCHITECTURAL CONSULTANCY SERVICES

14.1 The Scope of Architectural Consultancy Services as specified in Section Architectural, PART A ..... under Basic Professional Services are as follows:-

(a) Schematic Design Phase
(b) Design Development Phase
(c) Contract Documentation Phase
(d) Contract Implementation and Management Phase
(e) Final Completion Phase

14.2 The Scope of Architectural Consultancy services shall include but shall not be limited to the followings:-

(a) To advise Government on the best and most economical design with regards to the site constraints, layout planning, environmental conditions, energy efficiency and Industrialised Building System (IBS).

(b) The CA shall prepare the design and plans of the Project to meet the requirements of sustainable development practices and IBS construction methods to achieve the following:

(i) MyCREST certification with overall rating or score as specified by the Government, calculated using MyCREST green rating tool by Construction Industry Development Board (CIDB) (for project cost more than RM50 million).

'Penarafan Hijau JKR' (pH JKR) certification with overall rating or score as specified by the Government, calculated using pH JKR green rating tool by JKR (for project cost RM50 million and below);

(ii) Overall IBS Score of **not less than 70**, calculated using the Manual For IBS Content System (IBS Score) by CIDB.

(c) To carry out preliminary site investigation, topography study, boundary demarcation where required, data collection inclusive of field reconnaissance and to determine the existing and proposed availability of facilities, services and hindrances.

14.3 The CA is **not required** to carry out Basic Professional Services under Contract Documentation Phase as items listed below:

(a) inviting, on behalf of the Government, tenders for the work
(b) evaluating the results of the tenders and submitting a report and recommendation to the Government;
(c) awarding the contract on behalf of the Government;

14.4 The CA shall be the Principal Submitting Person to the authorities, and shall be responsible for the overall planning & designing, coordination and management of The Project.

15.0 DELIVERABLES

The CA shall submit the deliverables within the time and stage as specified in approved implementation schedule. The deliverables to be provided by CA are as follows:

15.1 Schematic Design Phase

- Site analysis & site report
- Approved Schedule of Accommodations by client
- Approved Concept Plan by client
- Approved Schematic Drawings (100 scale) by client
- Submission drawings to Local Authorities for planning permission/ Development Order (D.O)/Development Plan (D.P)
- Planning Permission/Development Order (D.O)/Development Plan (D.P) approval

15.2 Design Development Phase

- Coordinated drawings with specifications
- Submission drawings for Building Plan (BP) approval
- Submission drawings for Bomba approval
- Bomba & Building Plan (BP) approval

15.3 Contract Documentation Phase

- Tender drawings and detail drawings including the list of drawings

15.4 Contract Implementation & Management Phase

- Construction drawings
- Letter on approval of Bomba inspection

15.5 Final Completion Phase

- Certificate of Completion & Compliance (CCC)/Occupation Permit (O.P)/ Occupation Certificate (O.C)
- Certified ‘as-built’ drawings prepared by the Contractor
- Fire certification

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

Appendix 2.2 – *Scope of Civil & Structural Engineering Services*

1. SCOPE OF PROFESSIONAL SERVICES

1.1 **Types of Services**

In general, the CA or the Sub-Consultant on its behalf shall provide Basic Professional Services as specified in Engineering Services, PART A Form CSA2014 -Architectural LC (Amendment JKR2019) under the following engineering areas:-

1.1.1 Civil and Structural Engineering Services

The services required include the analysis, design, preparing of specification and all other technical services necessary to produce comprehensive civil and structural engineering drawings and other documents ready to be used for tender and construction purposes. The services shall be rendered for the following part of the project scope of works:-

(a) substructure (i.e building components located between and including the foundation system and the ground beams)
(b) superstructure* (i.e building components located between and including the ground floor column and the roof beam) *(* delete if not required)*
(c) roof structure/roof truss*
(delete if not required)*
(d) earthworks, internal road, drainage, external water reticulation, sewerage, and other external works required for the project site.

1.1.2 Geotechnical Engineering Services

The services required include site investigation, analysis, design, preparation of specification and all other technical services necessary to produce comprehensive geotechnical engineering recommendations, drawings and other documents ready to be used for tender and construction purposes with compliance to the Geotechnical Design Requirement in Sub Appendix 'A'. The services shall be rendered for the following part of the project scope of works:-

(a) Site Investigation Works
(b) Site Investigation Interpretative Report
(c) Foundation for structures
(d) Slopes, embankments and retaining structures
(e) Ground improvements
(f) Other related geotechnical works

1.1.2.1 Material Survey and Subsurface Investigation

(a) With Site Investigation Data*

The Government may provide the preliminary subsurface investigation results to the CA or the Sub-Consultant on its behalf

The preliminary subsurface investigation locations are indicative only and to be used as a preliminary/general guide only, the Government is not obliged to guarantee the completeness of the soil investigation locations.

The preliminary subsurface investigation results are to be used as a preliminary/general guide only for geotechnical preliminary design purposes. The Government will not be responsible for any inaccuracies and the completeness of the subsurface data presented.

If the data or the report provided by the Government is insufficient, the CA or the Sub-Consultant on its behalf shall provide additional information required/ additional subsurface investigation for the required data to complete the detailed design where deemed necessary for the proper and satisfactory design of the geotechnical works, in accordance with the best engineering practice.

The CA or the Sub-Consultant on its behalf shall propose, coordinate and supervise sufficient subsurface investigation, sampling and testing to gather enough data. A detail material and subsurface investigation are required to permit final detailed design of all structures, slopes, foundations, ground treatments, road pavements, etc.

The CA or the Sub-Consultant on its behalf shall determine the required scope of subsurface investigation and submit his proposals to the Government for concurrence.

(b) Without Site Investigation Data*

The CA or the Sub-Consultant on its behalf shall propose, coordinate and supervise sufficient subsurface investigation, sampling and testing to gather enough data. A detailed material and

subsurface investigation are required to permit final detailed design of all structures, slopes, foundations, ground treatments, road pavements, etc.

The CA or the Sub-Consultant on its behalf shall determine the required scope of subsurface investigation and submit his proposals to the Government for concurrence.
(*delete if not required)

The Government who shall enter into an agreement with the soil investigation contractor shall do the appointment of the soil investigation contractor.

The CA or the Sub-Consultant on its behalf shall consider proposing additional subsurface investigation and tests in the Tender Document for confirmatory purpose for the detailed design during construction stage.

The CA or the Sub-Consultant on its behalf shall administer the contract and shall be responsible to provide full supervision to ensure that the works are carried out properly.

The Final Soil Investigation Report shall be endorsed and certified by a Professional Engineer (i.e. The CA or the Sub-Consultant on its behalf).

All subsurface investigation/additional subsurface investigation works shall be carried out in accordance with the following: -

(i) JKR Standard Specification for Site Investigation: JKR/SPJ/2013-S17

(ii) Malaysian Standard MS 2038: 2006: Code of Practice for Site Investigation

(iii) Malaysian Standard MS 1056: 2005: Soils for Civil Engineering Purposes (Test Method)

(iv) Relevant Standard Engineering Practice

In conjunction with the subsurface investigation, the CA or the Sub-Consultant on its behalf shall also carry

out a material survey in the location of the proposed new route or improvement and its vicinity to identify the sources of suitable borrow and construction material. He shall also provide verification as to their quality, quantity and suitability.

The CA or the Sub-Consultant on its behalf is required to submit a Material Survey and Subsurface Investigation Report as soon as the subsurface investigation works are completed.

The report shall give a general description of the geology of the area, results of the material survey and details of the sources, quantity and quality of the available materials as well as their relevance to the project.

The report should also highlight the results of the subsurface investigation giving details of the CA or the Sub-Consultant on its behalf interpretation of those results as well as its implications on geotechnical aspects of the design.

1.1.3 Other Associated Services

In addition to the above, the CA or the Sub-Consultant on its behalf is also required to provide the following associated services:-

(a) acting as Submitting Person (SP) on behalf of the Government in submitting related Form Gs (as listed below) and other documents for approval from relevant Local Authority for issuance of Certificate of Completion and Compliance (CCC).

(i) G1 - Kerja Tanah
(ii) G3 - Asas Tapak
(iii) G4 - Struktur
(iv) G13 - Sistem Bekalan Air Luaran
(v) G14 - Retikulasi Pembetungan
(vi) G15 - Loji Rawatan Pembetungan
(vii) G17 - Jalan dan Parit
(viii) G19 - Parit Luaran Utama

(b) acting as submitting person on behalf of the Government in submitting related documents for approval from relevant Local Authority in Sabah and Sarawak for issuance of Occupation Certificate (OC) or Occupation Permit (OP) respectively.

(c) preparation of tender document*

(d) supervision on site, including auditing designs submitted by Contractors*
(delete if not required)*

1.1.4 Additional Services*

The additional services that shall be provided by the CA or the Sub-Consultant on its behalf are the following:

(a) Road Safety Audit – the scope of services is as specified in Sub Appendix 'D'.

Other consultants may be appointed with the consent of the Government to carry out and commencing the above services. *(*delete if not required)*

1.1.5 Design Checking

The design shall be checked and approved by Professional Engineer and shall be submitted with the full report.

1.2 Stages of Services

The required services to be provided by the CA or the Sub- Consultant on its behalf shall be divided into five (5) stages:

1.2.1 Preliminary Stage

The required services to be provided by the CA or the Sub-Consultant on its behalf are described in Part A: Schedule of Services (Form CSA2014 - Architectural LC (Amendment JKR2026).

1.2.2 Design Stage

The required services to be provided by the CA or the Sub-Consultant on its behalf are described in Part A: Schedule of Services (Form CSA2014 - Architectural LC (Amendment JKR2026).

Upon receiving the architectural drawings from the Government, the CA or the Sub- Consultant on its behalf shall evaluate the completeness of the drawings for the purpose of, civil & structural engineering, and geotechnical analysis and design.

The CA or the Sub-Consultant on its behalf shall obtain any additional relevant or important information deemed essential for

the completion of the design works on their own accord from various authorities.

The CA or the Sub-Consultant on its behalf shall propose Civil & Structural, and Geotechnical Design Concept for agreement. A review of the Design Concept shall be carried out by the CE as and when requested by Government.

The CA or the Sub- Consultant on its behalf shall be expected to supply the following information to the Government:

(a) roof support reactions
(b) structural key plans
(c) foundation plans
(d) earthwork layout plan
(e) internal road layout plans
(f) drainage layout plans
(g) external water reticulation layout plans
(h) sewerage layout plans
(i) design progress report at every stage of service
(j) other drawings or documents as required by Government

As soon as the agreement is reached with regard to the design concept of the civil and structural works the CA or the Sub-Consultant on its behalf shall proceed by executing the detail analysis, design, and preparing of specifications relevant to the respective parts of the project.

The design shall comply to the technical data as stated in Sub Appendix ‘B’ and Sub Appendix ‘C’.

The CE shall be required to satisfy the following requirements for new design or/ and Pre-Approved Plans:-

i. **New Design****

a) Substructure of buildings

The CA or the Sub-Consultant on its behalf shall produce complete engineering drawings showing all component sizes, type of materials, strength of materials, amount of reinforcements and other relevant information to allow the substructure to be constructed on site.

The CA or the Sub- Consultant on its behalf shall also be required to inform the Government on the design standard, structural assumptions, analytical model and

loading values to be used (unless specified by the Government), sizes of members, types of materials and strength selection to enable the appointed Contractor to propose appropriate IBS components for the superstructure.

b) Superstructure of buildings

The CA or the Sub-Consultant on its behalf shall apply Industrialized Building System (IBS) requirements when executing the detail analysis, design and specification preparation relevant to this part of work. All designs shall comply the minimum total score of 70 in accordance with latest Pekeliling Perbendaharaan.

The CA or the Sub-Consultant on its behalf shall produce complete engineering drawings showing all component sizes, type of materials, strength of materials, amount of reinforcements and other relevant information to allow the component to be manufactured by competent manufacturers.

Notwithstanding the above, should the Government decided to exempt the CA or the Sub- Consultant on its behalf partly or fully from having to comply with the requirements stated above, the Government shall communicate such exemption to the CA or the Sub-Consultant on its behalf in writing.

c) Roof structures

(i) Designed by Prefabricated Roof Truss Provider*

The CA or the Sub- Consultant on its behalf is not required to provide any professional services for this part of the building.

(ii) Designed by CA or the Sub-Consultant on its behalf *

The CE shall utilize either local timber of appropriate strength group or Hot Rolled Structural Steel of appropriate grade as the material for roof structures.

The CA or the Sub- Consultant on its behalf shall produce complete engineering drawings showing all component sizes, type of materials, strength of materials, joint details, bracing details and other relevant information to allow for the roof structure to be prefabricated.
(delete if not required)*

ii. Pre-Approved Plans (PAP) Design**

a) Substructure of buildings
The CA or the Sub-Consultant on its behalf shall produce complete engineering drawings showing all component sizes, type of materials, strength of materials, amount of reinforcements and other relevant information to allow the substructure to be constructed on site.

The CA or the Sub-Consultant on its behalf shall also be required to inform the Government on the design standard, structural assumptions, analytical model and loading values to be used (unless specified by the Government), sizes of members, types of materials and strength selection to enable the appointed Contractor to propose appropriate IBS components for the superstructure.

b) Superstructure of buildings/roof structures The CA or the Sub-Consultant on its behalf shall evaluate, analyse and review the original design and details in the drawings and perform calculations with a view to determine the adequacy of the key elements.

The CA or the Sub-Consultant on its behalf, if required to make amendment to the original design and details in the drawings, shall ensure that such design is suitable, functional, safe, compatible with the requirements of the Government and integrates with the original design and specifications

The CA or the Sub-Consultant on its behalf shall endorse the design and be fully liable for any design defects, damage, inadequacies or insufficiency of such design regardless whether amendments were made or not to the original design. (** delete if not required)

The CA or the Sub-Consultant on its behalf is expected to carry out Civil & Structural, and Geotechnical Design Review at the completion of the services at the end of this stage;

(a) Concept/ Preliminary design review
(b) Detailed design review

All civil and structural drawings and specifications shall be compiled in a well documented form suited for submission to the Government.

1.2.3 Tender Stage

The required services to be provided by the CA or the Sub-Consultant on its behalf are described in Part A: Schedule of Services (Form CSA2014 - Architectural LC(Amendment JKR2026).

1.2.4 Construction Stage

The required services to be provided by the CA or the Sub-Consultant on its behalf are described in Part A: Schedule of Services (Form CSA2014 - Architectural LC(Amendment JKR2026).

1.2.5 Defects Liability Period Stage

The required services to be provided by the CA or the Sub-Consultant on its behalf are described in Part A: Schedule of Services (Form CSA2014 - Architectural LC(Amendment JKR2026).

1.2.6 Any Other Duties

The CA or the Sub-Consultant on its behalf will be required to carry out such duties as described elsewhere in this Terms of Reference and in the Agreement.

2. DELIVERABLES

2.1 Submission of Tender Drawing

The CA or the Sub-Consultant on its behalf shall submit minimum 30 sets of copy prints of the Tender and Contract Drawing to the Government as scheduled in Q Plan.

2.2 Final Design Report/Calculation

Two (2) copies each of hardcopy and softcopy of the final design report and design calculations shall be submitted on completion of the final design.

The design report shall be an overall picture of the Project and scope of works involved, the criteria or rationale used for each of the design components and the events and decisions that were made as regards to design changes along the way. The design report shall be in a format as given in Sub Appendix 'E'.

The design calculations shall be properly bound and set out in the order of design. The design calculations must be complete, legible to be read and must clearly refer to the relevant clauses of the design codes used.

2.3 Other Documents

Other documents as scheduled to be submitted shall include:

(a) Complete set of final Drawings for review;
(b) Final submissions of five (5) sets of well documented Construction Drawings and specification;
(c) Complete set of duly signed and endorsed original transparency (tracing) and one (1) set of endorsed drawing (softcopy) in external hard drive and
(d) Other documents deemed necessary.

3. OTHER TERMS AND REQUIREMENTS

3.1 Design Code

The services of the CA or the Sub-Consultant on its behalf shall comply with the latest relevant Malaysian Standards or Eurocode or any other International Standard if such codes are not available.

3.2 Seismic Design Requirements

For projects with seismic requirement as determined in MS EN 1998-1 and Malaysia National Annex to MS EN 1998-1, the design shall comply with the code's design requirement.

3.3 Calculations for Industrial Building System (IBS) Content

Calculations to determine the IBS content is based on the latest Manual IBS Content Scoring System (IBS Score) by CIDB. The CA or the Sub-Consultant on its behalf must submit calculations for IBS Score points obtained when submitting structural drawing for verification. The CA or the Sub- Consultant on its behalf shall also follow all the guideline published by CIDB.

3.4 Malaysian Carbon Reduction and Environmental Sustainability Tool (MyCREST) / Penarafan Hijau JKR*

(a) MyCREST certification with overall rating or score as specified by the Government, calculated using MyCREST green rating tool by Construction Industry Development Board (CIDB) (for project cost more than RM50 million).

(b) 'Penarafan Hijau JKR' (pH JKR) certification with overall rating or score as specified by the Government, calculated using pH JKR green rating tool by JKR (for project cost RM50 million and below); *(*delete if not applicable)*

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

GEOTECHNICAL DESIGN REQUIREMENT

1.0 General

The CA or the Sub-Consultant on its behalf shall study and search all report on geotechnical conditions and engineering works that have been carried out. The CA or the Sub- Consultant on its behalf shall undertake further details of site investigation for the purpose of geotechnical engineering design and construction works.

1.1 The following main Codes of Practice and Standards (Latest Edition) shall be applicable for geotechnical engineering works but not limited to:

(i) BS 1377 : Methods of Test for Soil for Civil Engineering
(ii) MS 1056 : Methods of Test for Soil for Civil Engineering
(iii) MS 2038 : Code of Practice for Site Investigation
(iv) BS 5930 : Code of Practice for Site Investigation
(v) MS 1756 : Foundations – Code of Practice
(vi) BS 8004 : Foundations – Code of Practice
(vii) MS 1754 : Code of Practice for Earthwork
(viii) MS 1314 : Precast Concrete Piles
(ix) MS EN 1997-1 : Geotechnical Design
(x) MS EN 1998-1 : Design of Structure for Earthquake Resistance
(xii) JKR Standard Specification for Building Works
(xiii) JKR Arahan Teknik

Including any relevant amendment thereof, shall be adopted by the CA or the Sub-Consultant on its behalf.

1.2 For works which are not covered by the Standard Specifications and for any details where the CA or the Sub-Consultant on its behalf deems necessary to make modifications. The CA or the Sub-Consultant on its behalf shall submit addendum to the Standard Specifications in his proposal, giving complete details of the proposed specification or modification.

2.0 Excavation

2.1 Adequate design for temporary works on deep excavation (depth > 2.0m) and protection to adjacent structures and employees working in an excavation shall be provided.

2.2 Minimum factor of safety of not less than 1.5 is required in the design of excavation protection system such as strut, brace, sheet pile etc.

2.3 In pumping out water/dewatering, the CA or the Sub-Consultant on its behalf shall take into consideration with regard to stability and

settlement of all adjacent structures due to the lowering of the water table.

2.4 Adequate safety measures shall be provided and to comply the requirement of relevant local authority's e.g. signage, hoarding, barriers etc.

3.0 Filling and Embankment

Materials used in the construction of fills and embankments shall, as far as possible be those excavated from adjacent cuts. Rock excavated from the cuts may be used as material for fills if they are crushed to acceptable grading envelopes, with maximum size of individual pieces not greater than 100mm. A drying out of the fill material during hauling and handling from cut to position of placing shall have to be allowed for.

4.0 Ground Treatment

Ground improvement methods shall enable the works to be carried out in the time frame provided and cost effective. If the ground needs to be improved, environmental friendly ground improvement methods should be adopted. Where surcharge is adopted to improve the ground, no other construction activity shall be allowed until the surcharge is removed.

5.0 Retaining Structures

Any proposed system of retaining structures shall be technically appropriate, cost-effective and aesthetically pleasing. The system shall have been successfully implemented in similar accepted conditions with proven case history.

The design shall be in accordance to BS 8006:1994. The types of foundation for the reinforced structures shall be designed based on the subsoil profile and geotechnical properties of the subsoil at each location. Typical design criteria to be complied with are shown in **Appendix A1**.

Load or bearing tests can also be carried out to assess the foundation capacity.

6.0 Slope Drainage System

6.1 Berm Drain

Berm drain shall be designed to have sufficient capacity to undertake the surface runoff based upon 10 years return period rainfall. Function of berm drain is to minimize water infiltration, surface erosion and design to provide self-cleansing velocity (eg. V-shape cast in-situ concrete drain).

6.2 Cascading Drains

Cascading drains in slope faces shall be provided in addition to normal cut off drains at the top of slope and berm drains. Cascading

drains shall be provided for all 1:1.5 cut slope surface and all fill slope surfaces which have 1:2 or steeper gradient.

6.3 Subsurface Drains

Subsurface drains such as horizontal drains or drainage blankets shall be provided for cut and fill slopes and for areas where the groundwater/perched water table is found to be high.

7.0 Foundation

7.1 The selection of suitable foundation types shall be so chosen to suit the actual soil conditions with regard to the type of structures to be constructed. All timber piles and bakau piles shall not be used in any foundation works in line with Government's environmental policy.

7.2 Pile with size less than 200mm shall not be used for building foundation.

7.3 The foundations of the buildings shall be designed to safely sustain and transmit design loads to the ground, in such a manner as not to cause any settlement beyond tolerable limits that which would impair the stability of, or cause damage to, the whole or any part of the buildings or of any adjoining structures.

7.4 Foundation design shall ensure that foundation movements are within limits that can be tolerated by the proposed structure without impairing its function.

7.5 All foundations shall be designed to provide sufficient factor of safety to support the design loads as per the typical geotechnical design criteria shown in **Appendix A1**.

7.6 A bearing capacity factor of safety of not less than 3.0 shall be applied in the design of shallow foundation including strip, pad or raft foundation. In the design of deep foundation including pile foundation, a factor of safety of not less than 2.0 for skin friction and 3.0 for end bearing shall be applied.

7.7 A tensile capacity factor of safety of not less than 2.0 shall be applied in the design of shallow or deep foundation.

7.8 Pile position deviation and verticality tolerances shall be allowed in the design of the foundation works to cover for reasonable inaccuracies in setting out and positioning during construction.

7.9 The effect of negative skin friction on piles such as surcharge over soft and compressible soils, effect of groundwater draw-down and

decomposition of organic layer shall be incorporated in the design of deep foundation.

7.10 Pile selection and installation method shall take into consideration the environmental constraints such as effecting to adjacent structures, build- up areas, heritage buildings, hospitals, schools etc.

7.11 RC pile used must be in accordance to JKR Standard Specifications or equivalents, commercial grade pile i.e. MS1314: 2004 Class S shall not be used.

7.12 Block bearing capacity for pile groups shall be checked to have a minimum factor of safety of 2.0.

7.13 Maximum design structural capacity shall also be discounted for joints (5n%) and slenderness ratio (l/d = 100) where n = number of joints, l = length of pile, d = diameter of pile. Maximum number of joints for piles in marine environment is two (2).

7.14 Static Load Tests shall be in accordance to JKR Standard Specifications and 1% of piles points for each pile size installed or two (2) tests per pile size per site whichever is higher.

7.15 Other relevant tests such as High Strain Dynamic Test (PDA) shall be carried out minimum 3% of total pile points for a consistent ground profile and minimum 7% of total pile points for inconsistent or erratic ground condition.

7.16 Plate bearing test shall be carry out for a minimum two (2) numbers per building for pad/shallow foundation founding on the allowable soil bearing pressure ≥150kN/m^2.

7.17 For shallow foundation system, confirmatory test such as JKR Probe or Mackintosh Probe shall be carry out at each column position.

7.18 The CA or the Sub-Consultant on its behalf shall propose adequate foundation design for services (drainage sump, manhole, sewerage and others) to suit the ground condition.

8.0 Geotechnical Design Criteria

Typical geotechnical design criteria to be complied with are shown in **Appendix A1.**

8.1 Stability Design for Slopes

8.1.1 Factor of Safety

The short term and long term stability of the fill and cut slope have to be checked. During construction, the short term stability shall be analysed using the Total Stress Strength Parameters like Undrained Shear Strength (S_u) for cohesive materials. Stability analysis using the Effective Stress Strength Parameters like c' and □' shall only be carried out to check for the factor of safety against failure in long term and for granular cohesionless materials.

The stability of the fill and cut slope is to be assessed using established limit equilibrium analysis for both circular and non-circular failure surfaces. The following methods can be used such as but not limited to:

a) Simplified Bishop's Method (Bishop, 1955 and Janbu et.al., 1956) - For Circular Failure Surface
b) Janbu's Method (1972) - For Non-Circular Failure Surface
c) Morgenstern & Price (1965) - For Non-Circular Failure Surface
d) Sarma (1979) - For Non-Circular Failure Surface

Both circular and non-circular failure surface shall be checked. The shear strength of soils shall be based on the in-situ and laboratory testing carried out. However, the CA or the Sub-Consultant on its behalf * choice of the parameters does not absolve him of his responsibilities under the Contract.

Factor of safety for slope shall be not less than the value given in **Appendix A1: Typical Geotechnical Design Criteria**.

8.1.2 Fill Slopes and Embankments

All fill slope and embankment shall be analysed and designed. Preliminary consideration can be used using gradient of 1V:2H with 2m berm width and maximum height of 6m. For steeper slopes, stabilization measures shall be provided such as but not limited to the followings:

a) Geogrid/ geotextile reinforcement
b) Reinforced concrete retaining structure
c) Reinforced fill structure
d) Replacing the fills with elevated structures, etc.

8.1.3 Cut Slopes

All cut slope shall be analysed and designed. This includes cut slopes in residual soils and in completely decomposed rock. For preliminary consideration all untreated slopes shall be designed to 1V:1.5H to 1V:2H with 2m berm width and maximum height of 6m. For steeper slopes, stabilization measures are to be provided such as but not limited to the followings:

a) Soil nailing with slope surface protection/ guniting
b) Permanent ground anchors
c) Retaining walls, etc.

Generally, the maximum number of berms in a cut slope is restricted to six (6) berms unless there is construction difficulty due to the terrain encountered.

8.1.4 Rock Slopes

All rock slopes shall be analyzed and designed. Preliminary consideration can be used using 4V:1H for weathering grade I and 3V:1H for weathering grade II. If analysis indicates that it is unstable, it shall be designed to a better gradient and/or requiring extensive stabilization measures. The type of stabilization measures to be used but not limited to the followings:

a) Permanent rock anchors
b) Rock dowels
c) Rock bolting
d) Buttress walls
e) Counter forts
f) Relief drains/horizontal drains
g) Gunite protective surface seal
h) Wire netting

8.1.5 Pore water Pressure Control

Relief drains in the form of horizontal drains and crushed rock drainage blankets shall be provided for cut and fill slopes and for areas where existing water courses have been filled over.

8.1.6 Typical Slope Construction

Some typical slope construction criteria adopted and to comply with **Table 1.**

Table 1: Typical Slope Construction Criteria

Slope Description	No. of berms	Existing Slope Angle	Typical Construction
SIDE-LONG FILL SLOPE	< 3	≤ 35°	Normal Slopes 1V:2H
	> 3	≤ 35°	Reinforced Slopes 4V:1H
	> 6	≥ 35°	Replace with Retaining Structure
EMBANKMENTS	< 6	≤ 35°	Normal Slope 1V:2H
	> 6	≥ 35°	Reinforced Slope 4V:1H
REINFORCED EMBANKMENT	> 6	≥ 35°	Replace with Elevated Structure
CUT SLOPES	< 6	-	Normal Slopes 1V:1.5H to 1V:2H with surface drains and 2.0m berms

8.2 Settlement Consideration

The design of the fill slopes and embankment shall consider both structural and geotechnical solutions to minimize construction cost and considering the time frame available. Alternative designs for ground treatment and fill stabilization are to be prepared following the criteria stated below:

a) **Total Settlement**

i) The degree of primary consolidation must achieve 90% during construction.

ii) For post construction settlement, the primary settlement within the first five (5) years of service shall not exceed 10% of the sum of the total theoretical primary consolidation settlement. In addition, total post construction settlement shall not exceed 250mm.

b) **Differential Settlement**

i) In areas of transition between piled approach embankments and generally low embankments, differential settlement within the first five (5) years of service shall not exceed 100mm within a length of 50m.

ii) In areas remote from structures and transition zones differential settlement shall not exceed 100mm within a length of 100m.

iii) Notwithstanding the allowable settlement of embankment, the Contractor shall ensure that services particularly water and sewer mains will not be adversely affected by post construction settlement.

During construction, the degree of consolidation and rate of settlement shall be verified on site using field measurement of pore water pressure and settlement. Asoaka's Method (1978), Hyperbolic Methods or etc. is used to measure settlement and evaluate the settlement rates.

8.3 **Effect of Earthquake (if applicable)**

8.3.1 The CA or the Sub-Consultant on its behalf shall carry out sufficient ground investigations and/or geological studies to determine the seismic action in areas that are prone to earthquakes in order to incorporate the seismic factor into design.

8.3.2 The CA or the Sub-Consultant on its behalf shall carry out assessment of potential liquefaction or densification hazard of the site and take into consideration in their design, the effect of liquefaction or densification that may lead to risk of ground rupture, slope instability and permanent settlement in the event of an earthquake.

8.3.3 The CA or the Sub-Consultant on its behalf shall ensure that the foundation elements and any earth retaining structure elements provided have sufficient stiffness, stability and strength to resist the effects resulting from the response of the superstructure or any related structure in the event of an earthquake.

8.4 **Design Considerations in Aggressive Subsurface Environments**

8.4.1 Consideration shall be given to the possible deterioration of all geotechnical elements including pile over its design life due to the surrounding environment where corrosion, chemical attack, abrasion, and other factors can adversely affect the durability after installation. An assessment of the in-situ soil conditions, fill materials, and groundwater properties is necessary to completely categorize an aggressive subsurface condition.

8.4.2 Whenever the pH value of the soil or water is less than 4.5, chloride ion content greater than 100 parts per million (ppm) or sulfate ion content greater than 200 ppm, the foundation design shall be based on an aggressive subsurface environment.

8.4.3 If industrial contamination is found, the maximum likely concentrations should be determined as well as an estimate of the lateral and vertical extent of the contamination.

8.5 **Corrosion Control**

8.5.1 Piles especially steel piles driven through contaminated soil and groundwater conditions may be subjected to high corrosion rates and shall be designed appropriately. Corrosion of steel or steel reinforced piles may also occur if piles are driven into disturbed ground, landfills or cinder fills, or low pH soils. Corrosion shall also be evaluated for piles located in a marine environment, or if piles are subjected to alternate wetting and drying from tidal action. Corrosion rates are a function of the ambient temperature, pH, access to oxygen, and chemistry of the aqueous environment surrounding the steel member.

8.5.2 For piles in marine environments (salt water), separate zones, each with a different corrosion rate present along the length of the pile, shall be taken into account during design. Zones identified are as below:-

i. Atmospheric zone: exposed to the damp atmospheric conditions above the highest water level or subject to airborne spray.
ii. Splash zone: above the mean high tide, but exposed to waves, spray, and wash from passing ships.
iii. Intertidal zone: between mean high and low tides. iv. Continuous immersion zone: below lowest low tide. v. Underground zone: below the mudline.

9.0 Instrumentation

The CA or the Sub-Consultant on its behalf shall also be responsible to provide ground monitoring instrumentations during construction such as piezometer, settlement markers and plates and inclinometer etc, in order to facilitate the monitoring and reporting phase of any ground improvement methods/slope stabilization method:

(i) To provide sufficient quantities of instrumentations and equipments required.
(ii) To provide planning and monitoring instrumentation schedule.
(iii) To analysis and interpret instrument data
(iv) To review the design in case monitoring result show noncompliance to assumptions made during design stage.

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)
APPENDIX A1: SOME TYPICAL DESIGN CRITERIA FOR GEOTECHNICAL WORKS

DESIGN COMPONENT		MODE OF FAILURE	MINIMUM FACTOR OF SAFETY	DESIGN LIFE (durability of materials)	REMARK
1. Slope / Embankment (not on soft ground)	Unreinforced	1.1 Local & Global Stability 1.2 Bearing (fill)	1.3 2.0	75 yrs	Analysis should be according to GEOTECHNICAL MANUAL FOR SLOPES (1984), GEO Hong Kong
	Reinforced or Treated	1.3 Local & Global Stability 1.4 Bearing (fill)	1.5 2.0	75 yrs	
2. Embankment on Soft Ground		2.1 Bearing (short term) 2.2 Local & global slope stability (short term) 2.3 Local & global slope stability (long term)	1.4 1.3 1.2	75 yrs	5 years post construction settlement: (i) within 50m from structures approach < } 100mm Differential (ii) within 100m remote from structures < } 100mm Settlement Total Settlement <250mm
3. Permanent Anchors		3.1 Tensile Resistance 3.2 Resistance at Soil Grout Interface 3.3 Creep/corrosion	2.0 3.0 3.0	75 yrs	Geo Spec 1 (1989), GEO Hong Kong BS 8081
4. Rigid Retaining Structures		4.1 Overturning 4.2 Sliding 4.3 Overall Stability 4.4 Bearing	1.8 1.6 1.5 2.0	75 yrs	Max. permissible vertical movement : 15mm along face of wall - Geoguide 1 (1983), GEO Hong Kong Max. permissible lateral movement : 15mm along face of wall Max. permissible differential movement : 1 : 150 along face of wall
5. Reinforced fill walls/structures		External Stability Internal Stability	BS 8006	120 yrs	Verticality: □ 5mm per metre height Alignment along top (horizontal) : □ 15mm from reference alignment Max. permissible differential movement : 1 : 100 along face of wall
6. Individual Foundation Piles (mainly under axial loads)		6.1 Shaft Resistance 6.2 Base Resistance	2.0 3.0	75 yrs	Allowable settlement: 12.5mm along axis of pile at pile head at design load. 38mm or 10% pile size at pile head at twice design load. Residual settlement not exceed ((diam. of pile or diagonal width for non-circular pile /120) + 4) mm OR 12.5 mm whichever is the lower value. BS 8004 & JKR Standard Specification for Building Works 2014
7. Individual Foundation Piles (mainly under lateral & bending loads perpendicular to axis of pile)		Ultimate Lateral Resistance	2.5	75 yrs	Allowable settlement: 12.5mm along axis of pile at pile head at design load BS 8004 Max. permissible lateral movement : 12.5mm perpendicular to axis of pile at design load
8. Pile Group		Block Bearing Capacity	2.0	75 yrs	Allowable settlement: 12.5mm at Working Load BS 8004
9. Piles as Retaining Structures		As for 4, 6 & 7 above	As for individual foundation piles	75 yrs	As 4 above for rigid retaining structures BS 8004

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

TRUCTURAL WORKS DESIGN REQUIREMENTS

1.0 General

1.1 The design and construction of all Structural and related services shall follow good engineering practice and shall comply with the requirements of the relevant Authority in terms of design standards and parameters. The CA or the Sub-Consultant on its behalf f shall comply with the latest By-Laws and latest Rules and Regulations of all Approving Authorities. A copy of all correspondence with Approving Authorities shall be submitted to the S.O.

1.2 All design and build Works shall accommodate and satisfy the Architectural, Mechanical and Electrical (M&E) requirements and drawings.

2.0 Design Consideration

2.1 All buildings shall be designed and constructed to ensure structural strength, integrity, stability, serviceability, to satisfy the requirements of durability, cost effectiveness and aesthetics. All structural Works are to be designed and constructed in accordance with the relevant Malaysian/European/British Standards and Codes of Practice.

2.2 Design for all concrete structures shall take account of the conditions of exposure, the quality of cement, compatibility of admixtures, concrete compressive strength class, minimum cement content of concrete mix, maximum water/cement ratio, concrete cover to reinforcement, the shape and bulk of the structure, ground water quality, curing, workmanship and other factors which influence the durability of reinforced concrete.

2.3 The actual concrete cover shall be determined by the CA or the Sub-Consultant on its behalf based on bond, durability and fire resistance requirements as specified in the Uniform Building By-Laws 1984 and in compliance with MS EN 1992.

2.4 All structural steel members shall be given protective treatment against corrosion and minimum 2 hours fire protection and shall comply with the JKR Standard Specification for Structural Steel Works.

2.5 For Industrialised Building System (IBS) projects, the design must be based on IBS unless otherwise exempted by the Government. The structural component design shall adopt the Modular Co-ordination approach using preferred dimensions to produce repetitiveness and regularity in the structural components. The minimum total IBS Score fixed at 70 points and the calculation shall be carry out based on CIS 18 – Manual IBS Content Scoring System (IBS Score) by CIDB. The CA or the Sub-Consultant on its behalf must ensure that all architectural and M&E Works are well coordinated with the structural components.

2.6 All structural solid timber Works shall be of the strength group SG 1, SG 2, SG 3 and SG 4 in accordance to MS 544 and JKR Standard Specifications for Building Works and made up of heavy hardwood and duly treated where applicable. The strength group for Engineered Timber Product (ETP) shall be a minimum of SG5 or equivalent, in accordance with MS 544: Part 2. Engineered Timber Product (ETP) and solid timber structures shall be designed and constructed in accordance with relevant standards. Solid timber properties and other parameters related to Malaysian tropical timbers shall be referred to MS 544.

2.7 Proper attention shall be given to the stability of non-loadbearing brickwork or blockwork. Wall stiffeners shall be provided at every minimum of 3m vertically and horizontally to strengthen the brickwork and blockwork. Stiffeners, lintels, ties reinforcements, sleeper beam and connections shall be used judiciously.

2.8 Concrete slab for all wet areas shall be at least 150mm thickness. This type of floor shall be designed with sloping gradient or small upstand.

2.9 The design of concrete flat roof and fully cantilevered concrete gutter is not recommended. However, if there is a requirement, the design shall have a minimum cambering of 1:60 or as specified by the Architect towards the water outlet and shall be waterproofed. The same design shall be applied for concrete trenches and other concrete wet areas.

2.10 All parapet walls located in car parks shall be designed to withstand impact from accidental actions from vehicles. Reference shall be made to the latest IstructE (The Institution of Structural Engineers) guideline entitled Design Recommendations for Multistorey and Underground Car Parks.

2.11 All precast elements shall be designed to include safety during transportation, erection and launching. The design of these elements shall take into account the requirements for fail safe mechanisms to prevent accidental collapse during launching and erection. A minimum Factor of Safety of 1.5 shall be used for the design of these elements.

2.12 All structural attachments for claddings/curtains walls, fascia boards and other architectural fittings shall be properly designed to the relevant limit state requirements and shall be designed for a minimum design life of 50 years and must be checked and approved by the PE.

2.13 Coordination for all mechanical and electrical components such as sanitary fittings, internal plumbing and water reticulation pipes shall be designed and installed properly into concrete components. No hacking/break-up is allowed on hardened concrete components.

2.14 Detailing of all structural concrete components shall be in accordance to relevant Codes of Practice. The minimum size of main reinforcement for columns and beams is 12mm while for other structures is 10mm. For stirrup or link, the reinforcement shall not be less than 8mm.

2.15 Design for maintenance shall take into consideration the following;

a) All structural elements shall be designed for enhanced durability. Materials shall be durable and adequate protection shall be provided against environmental deterioration.

b) All structural elements shall be designed for ease of inspection, maintenance and replacement of the various parts such as expansion joints.

c) Suitable access facilities shall be provided and incorporated in the building structure where access is not possible by normal means.

2.16 Movement joints, expansion joints, construction joints or other permanent structure joints shall comply with Section D, JKR Standard Specifications for Building Works.

3.0 Structural Action (Loading)

3.1 All structures shall be designed for the worst combination of action (loading) and additional loads and comply with MS EN 1991: Action of Structure. All loads mentioned shall be combined in the most unfavorable way for design of structural member and for stability of the whole structure. Actual action (loading) shall also be obtained from catalogues/mechanical and electrical engineer/architect and special requirements by the client.

3.2 Design of building for earthquake resistance shall be in accordance with MS EN 1998. Check for design ground acceleration for determination of seismic zone and ground types based on soil parameters shall be carried out in early state of design for all projects. For projects under low to moderate seismicity and high intensity seismicity, mitigation approach with level of performance requirement and appropriate structural system shall be adopted. Structural simplicity, uniformity, regularity, symmetry and redundancy shall be as basic principle in conceptual design.

3.3 The minimum design variable action (loading) to be used for the roof truss design shall be 0.25kN/m^2. In the design of roof trusses, provision for inspection for the purpose of maintenance such as platform with railings shall be included to consider M&E services.

3.4 The minimum density of materials for non-loadbearing brickwork or blockwork considered in the structural design shall be 19kN/m^3. All slab designs shall be able to transfer action (loading) of non-loadbearing brickwork or blockwork of unknown location.

3.5 For load bearing blockwork designs, the mean compressive strength of block units shall not be less than 7N/mm^2 and the minimum net dry density shall not be less than 1500kg/m^3. The minimum strength of normal mortar shall be 6N/mm^2 and for thin layer mortar shall be 12N/mm^2. The concrete infill for reinforced block shall be of minimum C25/30 with 10mm nominal size aggregates. All designs and construction shall comply with the JKR Standard Specification for Load Bearing Blockwork System.

3.6 Wind actions mean all actions (loading) due to the effect of wind pressure or suction. Wind actions (loading) shall be calculated in accordance with MS 1553 or MS EN 1991 with modification on the wind speed to suit the actual local condition.

3.7 Execution action (loading) affects partially completed structures during the execution stage and is characteristically temporary. The magnitude and direction of such forces acting on any part of the structure depends on the type of execution plant or equipment employed and its placement with respect to the affected structural member concerned and shall be taken into consideration in the design of the structural elements. The minimum execution action (loadings) is 1.5kN/m^2

4.0 Structural Material

4.1 All structural concrete shall be of minimum strength class C30/37 (cylinder strength/cube strength) with minimum cement content not less than 300 kg/m^3 and maximum free water/ cement ratio 0.55.

4.2 Steel reinforcement yield strength shall be 500N/mm^2 and shall be noted as ‘H’ in the structural drawings. Steel reinforcement yield strength for wire mesh fabric shall not be less than 500N/mm^2.

4.3 All structural steel otherwise specified shall be in Hot Rolled Sections, Structural Hollow Sections, Plates and Bars and shall comply with the appropriate standards mentioned in the JKR Standard Specification for Structural Steel Work, MS EN 1993 and relevant code of practice. The structural steel material shall be at least Grade S275 (yield strength = 275 N/mm^2).

4.4 Proprietary prefabricated timber/ cold formed roof trusses shall be manufactured only by reputable licensed truss suppliers listed in J-TRUSS
online system and approved by the S.O. The full requirements are outlined in the following documents:

i. JKR Standard Specification for Prefabricated Timber Roof Trusses; or
ii. JKR Standard Specification for Prefabricated Cold Formed Steel Roof Trusses

5.0 Standard and Code of Practice

5.1 The Standards and Codes of Practice shall be applicable for all structural engineering Works but not limited to the following:

Malaysian Uniform Building By-Laws (UBBL).

MS 1553	: Code of Practice on Wind Loading for Building Structure
MS EN 1990	: Basic of Structural Design
MS EN 1991	: Action of Structure
MS EN 1992	: Design of Concrete Structure
MS EN 1993	: Design of Steel Structure
BS EN 1994	: Design of Composite Steel and Concrete Structure.
BS EN 1995	: Design of Timber Structures
BS EN 1996	: Design of Masonry Structures
MS EN 1997	: Geotechnical Design
MS EN 1998	: Design of Structures for Earthquake Resistance
MS 544	: Code of Practice for Structural Use of Timber
MS 1195	: Code of Practice for Structural Use of Concrete
MS EN 197	: Composition, Specifications and Conformity Criteria for Common Cements
MS EN 12620	: Aggregates for Concrete
MS 30	: Method of testing Aggregates.
MS EN 206	: Concrete – Specification, Performance, Production and Conformity
MS 523-1	: Concrete – Part 1: Specification, Performance, Production and Conformity
MS 523 -2	: Concrete – Part 2: Method of Specifying and Guidance for the Specifier
MS 144	: Steel Wire for the Reinforcement of Concrete Products – Specification
MS 145	: Steel Fabric for the Reinforcement of Concrete – Specification
MS 146	: Steel for the Reinforcement of Concrete – Weldable Reinforcing Steel – Bar, Coil and Decoiled Product – Specification.

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

BS EN 10025 : Hot Rolled Products of Structural Steels
BS EN 10210 : Hot Finished Structural Hollow Sections of Non-Alloy and Fine Grain Steels.
BS EN 10219 : Cold Formed Welded Structural Hollow Sections of Non-Alloy and Fine Grain Steels
BS 499 : Welding Terms and Symbols

MS 837 : Solid Timber – Determination of Moisture Content
MS 360 : Treatment of Timber with Copper/Chrome/Arsenic/ Wood Preservatives – Specification
MS 1714 : Specification for Visual Strength Grading of Tropical Hardwood Timber
MS 1064 : Guide to Modular Coordination in Buildings
BS 8000 : Workmanship on Building Sites. Code of Practice for Waterproofing
MS 2282 : Masonry Units
BS 6073-2 : Precast Concrete Masonry. Guide for Specifying Precast Concrete Masonry Units
BS EN 771-3 : Specification for Masonry Units. Aggregate Concrete Masonry Units (Dense and Lightweight Aggregates)
BS EN 772-2 : Methods of Test for Masonry Units. Determination of Percentage Area Voids in Masonry Units (by paper indentation)
BS 5606 : Guide to Accuracy in Building

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

CIVIL WORKS DESIGN REQUIREMENTS

1.0 GENERAL

1.1 All design shall be in accordance with good engineering practice and shall comply with the By-Laws and latest Rules and Regulations of all Approving Authorities.

1.2 The following standards and specifications or their latest versions/amendments shall be adopted by CA or the Sub- Consultant on its behalf in the design. Other standards and specifications may be used with the prior approval by JKR :

i. Uniform Building By-Laws (UBBL)
ii. JKR Standard Specification for Building Works 2014
iii. JKR Standard Specification for Road Works
iv. JKR Standard Specification for Bridgeworks (JKR/SPJ/2013/S13)
v. JKR Standard Specification for Structural Steel Work (JKR 20601/0191/12)
vi. Manual Saliran Mesra Alam (MSMA)
vii. Warta Kerajaan Akta Industri Perkhidmatan Air 2006
viii. Design Criteria and Standard for Water Supply System (Malaysia Water Association)
ix. Uniform Technical Guideline Water Reticulation and Plumbing (Suruhanjaya Perkhidmatan Air Negara)
x. Standard Code of Practice for Design and Installation of Sewerage Systems - MS 1228
xi. Malaysia Sewerage Industry Guidelines (Volume 2 – Volume 5) (Suruhanjaya Perkhidmatan Air Negara)
xii. Keperluan Pihak Berkuasa Tempatan (Local Authorities)

1.3 Survey and Subsurface Exploration

The CA or the Sub-Consultant on its behalf shall search, and study all reports on feasibility study, development plans and investigations related to the Works to enable full understanding of factors which may affect the works. Notwithstanding requirements stipulated herein the CA or the Sub- Consultant on its behalf shall ensure that all designs satisfy the aspects of aesthetics, functional requirements, safety, suitability and effectiveness completely to the intent of the Works.

2.0 EARTHWORKS

2.1 The earthworks shall be designed as such that the platform levels and are suitable to the functions of the project. Earth works design shall also be optimum with balanced cut and fill minimum import and export.

2.2 Earthworks design shall be carried out according to good engineering practice, conforming to the Malaysian/European/British Standards and Code of Practice EN 1997 and MSMA or the latest edition published by JPS where applicable.

2.3 The CA or the Sub-Consultant on its behalf shall propose in their design a comprehensive erosion and sediment control plan (ESCP) conforming to MSMA requirement. These shall include provision of Best Management Practices (BMPs) such as turfing, earth drains, check dams, sediment basin and other temporary control measures. Washing bays shall be provided to remove excessive sediment from outbound vehicles at all site access points.

2.4 The entire site formation levels shall be designed and filled higher than the known flood levels provided by Jabatan Pengairan dan Saliran (JPS). In absence of such information the flood level shall be determined by other reasonable means. In addition, earthwork design level shall take into account minimum slope required for sewer and drain to flow by gravity, the CA or the Sub-Consultant on its behalf shall also check and ensure that earthworks levels shall not cause road to sloap beyond acceptable limit.

2.5 The characteristic of the soil must be studied to determine its engineering properties and its suitability as filling materials. The slope shall be designed for stability and suitable slopes protection have to be provided and stated in the drawing.

2.6 Earthworks shall be designed in such a way not to cause silting up of canals, streams, drains, culverts or any other drainage structures. Precautions shall also be taken to prevent earth moving plants and vehicles from affecting cleanliness of public roads or causing objectionable dust to the atmosphere.

2.7 Temporary drainage, turfing on slopes and open areas must be indicated in the drawing.

2.8 Earth retaining structures and slope stability shall be designed in accordance with Geotechnical requirements.

3.0 DRAINAGE SYSTEM

3.1 The drainage works shall consist of all required design and construction of the drainage system and shall conform to the requirements of Jabatan Kerja Raya, Jabatan Pengairan dan Saliran and Local Authorities.

3.2 Proper sustainable drainage system shall be provided ang designed in compliance with MSMA. All drains shall be properly designed ang

constructed to give the best hydraulic features. There shall be no flooding, ponding, silting-up either during construction or after completion of the works.

3.3 Drainage system shall be designed with regard to both operation and ease of maintenance. Adequate gradient shall be provided to enable self/cleansing flow.

3.4 Drainage system shall include construction of drains, sumps, culverts, scupper drains, cascading drains, subsoil drains, interceptor drains and pumping stations where necessary

3.5 Drains shall be designed around buildings, on both sides of the roads and at other necessary locations to prevent flooding, settlement, erosion and instability of soil and slopes. All perimeter drains around buildings shall be covered or concealed where necessary.

3.6 A minimum drain reserve of 1.5 m wide shall be provided for on both sides of the road. Surface runoff, stream and river flow near the roadway shall be computed and from such computation design shall be made for drainage system of the road which includes culvert, roadside drain, subsoil drain, interceptor drain, etc. All drainage design shall be in accordance with the guidelines and criteria established by JKR as well as procedures in MSMA. The structural design of reinforced box culverts shall be in accordance with Eurocode 2 and the loading shall be in accordance with that of MS EN 1991

3.7 Final discharge point shall be identified and approved by JKR and relevant authorities. Drainage system outside the boundary within the vicinity of the project shall also be considered in overall project design. If necessary, the drainage system shall be upgraded in order to ensure adequate and fully functional drainage system is provided for the project.

3.8 The Stormwater Quantity Design Criteria shall comply to MSMA or the latest edition published by JPS.

3.9 Surface drains shall be designed in accordance with MSMA and shall cater for efficient removal of storm water from road surface, erosion protection and slope stabilisation.

3.10 Side walls of drains, wing walls and apron of culverts shall be properly designed to prevent erosion or scouring.

3.11 All structural works such as culvert and related components are to be designed and constructed in accordance with the relevant Malaysian/ European/British Standards and Codes of Practice.

3.12 All deep sumps, deep drains shall be covered with high strength grating to ensure safety of pedestrian or vehicles. All drains at the entrances and exits to buildings as well as public area must be properly covered by suitable cover slabs or grating.

3.13 Other safety structures like parapet wall, guardrails shall be provided where necessary.

4.0 ROAD WORKS

4.1 The starting point for the proposed alignment of the internal road network will form a junction with the existing roads towards the site. The alignment shall be proposed by the CA or the Sub- Consultant on its behalf.

4.2 The road works shall comprise the following major components:

a. Access road(s) from the Federal/State and municipal road including all the works required by Local Authorities/JKR;
b. An internal road network within the site complete with stream crossing;
c. Earth retaining structure where necessary along the proposed road;
d. Drainage system to drain out water from areas along the road to suitable discharge points;
e. Road intersections, road markings, road furniture, traffic control devices, public utilities service culvert, relocation/protection of existing services, street lightings, traffic lights, pedestrian sidewalk, landscaping, environmental protection and all other associated works;
f. Hard standing at required areas; and
g. Carrying out traffic study and/or Traffic Impact Assessment (TIA) and Road Safety Audit (RSA) when required by the PP/Local Authorities.

4.3 All designs shall optimally conform to Arahan Teknik (Jalan) JKR and other approved International Standard (when required) in respect of visual elegance, functional adequacy, safety, suitability, robustness, ease of maintenance, cost effectiveness and aesthetics.

4.4 The CA or the Sub-Consultant on its behalf shall collect and analyse all available data, records, proposals, and drawings. Any further study, survey or investigation shall be carried out if additional information is required for the design and construction of the whole works.

4.5 The CA or the Sub-Consultant on its behalf shall verify ground details such as topographical features, existing tracks and location of existing utility services to confirm the information contained in the existing survey drawings. Additional field survey shall be proposed if further information is required.

4.6 The CA or the Sub-Consultant on its behalf shall identify all public utilities inclusive of High Tension Transmission lines affected by the works and provision for relocation and protection of services to the satisfaction of the relevant utility authorities or companies.

4.7 The CA or the Sub-Consultant on its behalf shall identify all associated drainage facilities comprising culverts, sub-surface and surface drainage works and the relocation, repair and removal of existing drainage structures where required in full compliance to all JKR/JPS/ Local Authorities requirements.

4.8 Relocation / Protection of Utility Services:

The CA or the Sub-Consultant on its behalf, during the design stage, liaise with all affected utility companies or authorities regarding existing utility installations on the necessity of relocation/protection or diverting such installations. The CA or the Sub-Consultant on its behalf shall, if required, propose locations of these installations, put up detailed plans and proposals for the relocation, temporary or otherwise, of such services if affected by the Works

4.9 The CA or the Sub- Consultant on its behalf shall carry out and prepare detailed analysis, design, drawings and specifications following the approval of the preliminary design by the Government. This shall include the following:

a. Detailed analysis and design of the Works;
b. Scale plans and drawings for the complete construction of the Works. These shall include:

   i. Layout plans of the earth retaining structure and road showing details of geometric elements and existing ground levels;

   ii. Detailed setting out plans for the road alignment, intersections, slope protection, drains and culverts and other related structures all to a suitable scale including the invert levels and reduced levels at appropriate intervals and locations;

   iii. Typical cross-sections of the road, culverts, connecting roads, temporary diversion roads and crossings, earth embankments, retaining walls, etc. showing the various dimensions of the elements at appropriate locations;

iv. Longitudinal sections of the road, culverts, connecting roads, temporary diversion roads and crossings, earth embankment, retaining wall, etc. showing the existing levels, proposed levels, super/elevation and invert levels of drains and culverts;

v. Drainage and sub-soil drainage plans, showing details such as type, size and length and other dimensions of the proposed drainage system;

vi. Structural drawings for the structures shall include the engineering design of the foundations, and the design of the earth retaining structure;

vii. Plans showing road layout, lane markings, traffic signs including advance directional signs and Traffic Management Plan during construction Plans showing proposal for environmental protection and mitigation works. Plans showing details of public utility services, which shall include 'ducting'; and

viii. Land acquisition plans as the case may required.

4.10 Road Design Criteria:

a. Road Geometrics - The geometric design of the road and bridge structures shall satisfy the minimum criteria for JKR R3 / U3 standard laid down in Arahan Teknik (Jalan) 8/86 (Pindaan 2015) / "A Guide to Geometric Design of Roads", where appropriate. In selecting the design alignment, the following requirement should be considered:
   i. Avoid if possible, any land acquisition and minimum overall construction cost;
   ii. Minimizing services relocation works; and
   iii. Minimizing the number of rivers, stream/canal crossing.

b. Vertical Alignment - A desirable grade shall be allowed for the approach roads. Lane width shall be a minimum of 3.0m with an additional marginal strip of 0.25m throughout the whole stretch.

c. Road Shoulders - Road shoulder shall be a minimum of 1.5 meter on both side unless conditions require otherwise.

d. Road Median (if required) shall be of 3.0 m wide.

e. Pedestrian Walkway -The pedestrian walkway shall be a minimum of 2.0m wide throughout the whole stretch of the road on both sides of the road or only at one side of the road where space is restraint for the construction of the walkways.

f. Pavement -The pavement for roadwork shall be of flexible type and designed in accordance with the Arahan Teknik (Jalan) or REAM Guidelines. The design life of the flexible pavement shall be 10 years.

g. Intersection and Access - The layout, design and type of control at intersections shall be prepared to suit the traffic volume.

h. Temporary Control Devices and Signs -Temporary control devices and signs during construction shall be following relevant Arahan Teknikal Jalan JKR Guidelines with respect to traffic control devices, temporary sign and work zone control.

i. Road Marking - The design covers all road markings such as centre line, edge line, chevron, arrows, etc. The marking shall be made from reflective paints. Types and colour of the markings shall be designed in accordance to Arahan Teknik (Jalan) 2D/85 published by JKR.

j. Guardrails - The design of traffic guardrails shall be designed in accordance with REAM Guidelines.

5.0 EXTERNAL WATER SUPPLY SYSTEM

5.1 The design shall consist of all required component of external water supply system in order to provide reliable and enough water supply to the proposed project. The external water supply system shall be designed and implemented in harmony with other utilities and surroundings to meet the Client’s needs in terms of functionality ease of operation and maintenance and durability.

5.2 The information together with other relevant data shall be evaluated and use as the basic of design.

5.3 The total water demand for the project shall be estimated based on the basic function of the proposed project.

5.4 The criteria for estimating daily water demand and total water demand shall be based on the Uniform Technical Guideline (UTG) or as per specified in Design Guidelines for Water Supply Systems published by The Malaysian Water Association (MWA) or other relevant guidelines published by State Water Authorities (SWA).

5.5 The SWA shall provide the source of water supply. In the case where the unable to supply the water quantity required, the CA or

the Sub- Consultant on its behalf shall propose alternative supply subject to the approval of the SWA and the PP. The CA or the Sub- Consultant on its behalf shall be responsible to identify and connect to the SWA supply mains.

5.6 The design may comprise but not limited to the following items:

a. Tapping from the approved SWA supply mains
b. Distribution pipes from tapping points to elevated water tank or roof top storage tanks of the proposed buildings with/without pumping system or with/without suction tank depending on the available pressure at the tapping points;
c. Suction tank and booster pump house complete with Mechanical & Electrical (M & E) system and automatic control system, where pumping system is required;
d. Elevated water tank;
e. Instruments and meters;
f. Testing and commissioning; and
g. All ancillary works necessary for the completion of the project.

5.7 Any item which is not specifically stated in the Scope of Works but is necessary for the completion of the project shall deem to be included and provided for in terms of design.

5.8 The design of the system shall comply with the Uniform Technical Guideline (UTG) published by Suruhanjaya Perkhidmatan Air Negara or Related Water Authorities.

5.9 The CA or the Sub- Consultant on its behalf shall propose distribution pipes in complete and functional reticulation system for cold water supply and external fire hydrants for the project.

5.10 In case of available pressure at the tapping point is not adequate, pumping system shall be required for the distribution of water to all the building blocks of the project. The system shall consist of suction tank, pump house, M&E equipment and pumping mains to the roof tanks. However, subject to practicality and number of blocks in the project, the CA or the Sub- Consultant on its behalf may need to design external elevated water storage tank of nominal capacity equivalent to the required storage of the total water demand. Water shall be pumped to this storage tank and then gravitated to all the buildings' roof tanks.

5.11 Material for all water tanks shall be approved the by PP and the water authorities.

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

6.0 SEWERAGE SYSTEM

6.1 The design of the system shall comply with the Malaysian Sewerage Industry Guidelines (MSIG) published by SPAN.

6.2 The sewerage works shall cover design and submission for sewerage authority's approval.

6.3 The CA or the Sub- Consultant on its behalf proposal for the Works shall include the following details and information:

a. Description on the scope of Work
b. Layout plan including sections, details and components of the system
c. Design report
d. Material and component specifications
e. Original technical information for all proposed system
f. Submission to Certifying Agencies

6.4 If there is an existing public sewer system for the area, the sewerage pipelines within the sites shall be connected to system.

6.5 The Works to be carried out shall include the following: -

a. Sewerage pipelines including Sewage Treatment Plan (STP) or all the pipework connecting to the public sewer.
b. Connection of building soil drainage system to the sewerage pipelines;

6.6 The STP or septic tank system shall be optimally designed with minimum maintenance.

6.7 Pipe shall be laid in straight line, tightly jointed and at correct gradient to ensure smooth flow of the effluent and prevent blockages or damages to the pipes.

6.8 Adequate cover and bedding shall be provided to all pipes to avoid damage due to external load and ground condition. Backfilling shall be done after satisfactory leakage test.

6.9 All material shall conform to relevant Malaysia Standards and of type approved by SPAN and/or relevant Local Authorities. The minimum diameter of pipes used shall also meet the requirements set by SPAN and/ or relevant Local Authorities.

6.10 The sewerage reticulation shall be designed to flow by gravity unless site condition dictated otherwise. The pipes shall not be laid under the road pavement without proper protection.

6.11 All manholes shall be of pre-cast and installed at not more than 100 meter apart at all junction and turning point.

6.12 Pre-cast concrete manholes shall conform to Specification for Precast Concrete Pipes and Fittings for Drainage and Sewerage – M.S. 881 and Specification for Unreinforced and Reinforced Concrete Manholes and Soakways/BS EN 1917:2002. Manholes shall be constructed with pre- cast concrete sections surrounded by in-situ concrete.

6.13 Manholes cover to be watertight and capable of withstanding external loading and conforming to Code of Practice for Design and Installation of Sewerage Systems – MS 1228/ EN 124:1994

6.14 The location of inspection chambers and manholes on roadways shall be avoided.

6.15 If pump station is required, the system shall be designed in accordance with the following:

a. Malaysian Sewerage Industry Guidelines (MSIG) published by SPAN and/or relevant Local Authorities.
b. Standard Code of Practice for Design and Installation of Sewerage Systems – M.S. 1228

6.16 The standards of effluent discharge from sewage and wastewater treatment plant shall comply with Standard A, Environmental Quality Act.

6.17 In general, the STP shall be planned and designed to meet the following standard:

a. The STP shall be activated sludge system and shall be approved by SPAN and/or relevant Local Authorities
b. Compliance with effluent quality requirement
c. Optimized capital and operating costs of the plant
d. Meeting local environment and aesthetic requirements, including the proximity to the nearest habitable premises, direction of the prevailing winds, local zoning requirements, socio economic aspects and compatibility of the treatment processes with the present and future land receiving waters.

7.0 RAINWATER HARVESTING*

7.1 Rainwater Harvesting shall be designed whenever indicated to recycle rainwater for non-portable use such as cleaning and landscaping. If the location of Rainwater Harvesting Tank located inside the building, the CA or the Sub- Consultant on its behalf shall coordinate with Mechanical Consultant to design the tank.

7.2 The system utilizes the principal of collecting and using precipitation from a roof top and other means, above ground collection surface.

7.3 Harvested rainwater collected shall comply to the requirement of Architectural Needs Statement. The rainwater must be filtered or treated to an appropriate quality suitable for intended use.

7.4 The CA or the Sub- Consultant on its behalf shall advice the Architect for sizing of Gutter, numbers and sizing of rainwater downpipe (RWDP).

7.5 Rainwater Harvesting System must consist of catchment, conveyance, storage and distribution system. It shall enhance a water quality for the intended use.

7.6 The rainwater harvesting shall include potable water supply (by pass) and triggering system where there is insufficient rainwater supply or drought season.

7.7 If the above ground storage to be proposed, it shall be protected from direct sunlight and constructed using appropriate materials or have specially constructed sun barriers.

7.8 Where pump is to be used in the rainwater harvesting system, it shall be listed and approved for the use with water application system.

7.9 The water quality shall comply with Jabatan Alam Sekitar, SPAN for the National Water Quality Index and/or relevant water authorities.

*(*delete if not required)*

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

TERMS OF REFERENCE FOR ROAD SAFETY AUDIT

1.0 Objectives of Road Safety Audit

The objective of Road Safety Auditing is to identify road safety deficiencies at various stages in the development of road projects/network so that they can be eliminated or mitigated at the most opportune time to reduce costs and minimize disruption to planning, design, construction and operation, and ultimately to enhance the safety of the road environment.

Scope of Work

Road Safety Audit shall be carried out in accordance with the Guideline For The Safety Audit Or Roads And Road Projects In Malaysia prepared by JKR and shall include audits at the following stages of the project:

Stage 1 Audit - Planning and Feasibility Stage of the Project Development

The Stage 1 Audit will be carried out during the Planning phase, where a number of alternative proposals are being considered for the project. Audit is to be made of each alternative, the results of which (to the extent relevant) should be included in the evaluation process.

Stage 2 Audit - Preliminary Design Stage

The Stage 2 Audit will be carried out at the end of the preliminary design phase where the Functional Layout has been prepared and land acquisition requirements are being determined.

Stage 3 Audit - Detailed Design Stage

This audit must be done at an appropriate stage towards the end (but not at the end) of the detailed design, or as soon as it is possible to determine the safety implications of the design and when changes can be made at the most opportune time to avoid costly redesign. This may necessitate separate audit checks as various elements of the project reach the desired stage of design.

The audit work at this stage includes auditing the suitability and workability of the proposed traffic management that will be carried out during the construction. The Guidelines on the Estimation Procedures for Traffic Management prepared by JKR will be used as a basis for the traffic management procedures.

Stage 4 Audit - At the Construction/Pre-Opening Stage

Road Safety Audit Stage 4 shall include two distinct aspects as follows:

a) Audit of the compliance of the works to the Stage 3 Audit (Detail Design) to ensure that the decisions of JKR with regards to the Stage 3 Audit are ‘carried through’ in the construction. In particular the audit

shall include a final detailed check of the project just prior to it being 'opened to traffic'.

b) Audit of Traffic Management through and in the vicinity of the project during the construction phase. This includes the observation of the effectiveness of the Traffic Management Plans (TMPs) prepared by the contractor/consultant and the devices employed during the night. The scope of work shall include:

i) Auditing the TMPs during the Design Phase

ii) Auditing the changes to the TMPs and Work Zones during the Construction Phase. This is to be carried out at every Stage 4 audit and additional every three (3) months or as required by the Supervision Officer. The audit shall be carried out based on the latest Traffic Management Safety Reports prepared by the Traffic Management Officer from the contractor's counterpart.

The audit at this stage will be carried out three (3) times during the construction duration:

a) RSA Stage 4 (Part 1) or Verification Audit to be carried out after the issuance construction and traffic management drawings.

b) RSA Stage 4 (Part 2) to be carried out when the construction work's progress is about 50%.

c) RSA Stage 4 (Part 3) to be carried out during the pre-opening of the project. Both day and night audit will be required

Should the Supervision Officer require additional audit, he shall ask the Road Safety Auditor to carry out the additional audit and the additional fees shall be agreed upon by the Supervision Officer and the Road Safety Auditor.

Stage 5 Audit - Operational Stage

There are two types of Stage 5 audit:

a) On new road projects
b) On existing road

The audit at this stage is to ensure that the roads are safe for public use.

The Stage 5 audit for new projects shall be carried out within three (3) to six (6) months after the opening of the project to the public.

The project development shall not proceed into the next stage of audit before resolution of each of the road safety items identified from the previous audit.

JKR reserved the right to commence the audit at the appropriate stages

3.0 Use of Road Safety Audit Check Lists

The Road Safety Audit Guidelines issued by JKR detailed 'Check Lists' for each of the above stages of Audit. These Check Lists should be used as a guide and 'reminder' of the items to be considered and it needs to be recognised that they do not necessarily provide a complete list of the issues or points to be checked. It is the auditor's responsibility to critically examine all aspects of the project which may have adverse safety implications, considering carefully the need of all road user groups in the development of the road projects.

4.0 Management of Road Safety Audit

The process flowchart in Appendix 1, 2, 3, 4, 5, 6 and 7 shall be used as a guide in the management of road safety audit.

5.0 Road Safety Auditors

5.1 Roles of Auditor

The principal role of the Auditor is to ensure that safety deficiencies/problems/hazard are identified before they are locked into the design and/or become a safety problem. The Auditor is expected to highlight all the safety deficiencies in a design/existing road.

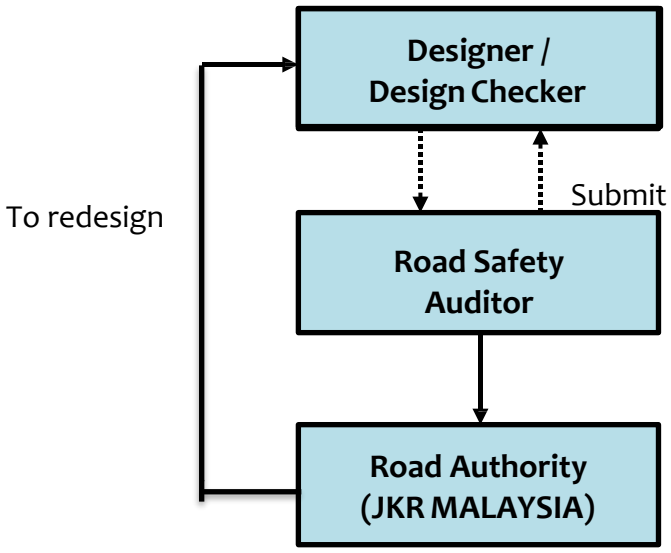
The Auditor will look into:

a) Adoption of appropriate standards
b) Compliance and non-compliance of standards that will have road safety implications

The Auditor's primary role is to look into the safety repercussion of compliance to standard or otherwise and highlight the possible consequences wherever possible of major road safety deficiencies. The Auditor is expected to use his/her experience and wisdom in dealing with the design checkers in these overlapped areas.

The following flowchart indicates the position of the Auditor in relationship with other parties:

Flowchart



5.2 Independence of Auditors

The auditors must be independent of project planners, designers and construction companies involved in the project and have no business or other company associations with them.

6.0 Qualification of Road Safety Auditor

A qualified Road Safety Auditor shall be an engineer that have a good understanding of the Driver/Vehicle/Road Environment interaction and have experience in accident investigation and countermeasures. The auditor shall also fulfill the following requirements:

a) Minimum ten (10) years working experience as Civil Engineer or eight (8) years working experience as Civil Engineer with Masters' Degree qualification in road engineering areas or six (6) years working experience as Civil Engineer with Doctorate qualification in road engineering areas; and

b) Minimum of six (6) years' experience in roads area that is minimum three (3) years' experience in road design and minimum three (3) years' experience in road safety; and

c) Is a professional engineer registered with the Board of Engineers Malaysia for a minimum of two (2) years.

d) Attended and obtained a certificate in Road Safety Audit course from Stage 1 to Stage 5 that is recognized by JKR Malaysia.

Notwithstanding the above, the auditor needs to be accredited with JKR Malaysia and any other requirements stipulated in the agreement.

7.0 Reporting of the Road Safety Audit

Each stage of the Road Safety Audit shall be reported, in writing, generally as set out in the JKR Guidelines and shall be submitted to the Client within 2 weeks of the audit being done or otherwise as agreed in writing.

The report should specifically describe the safety deficiencies, potential or real, which have been identified along with the relevant references to accepted standards, practices and road safety principles. The points should be illustrated wherever practicable by 'marking-up' on the plans or other relevant drawings and / or by colour photographs of the items concerned. The report may include the auditors' suggestions for eliminating or otherwise treating the safety problem identified, but this is not an essential requirement.

The report should not be simply a copy of the 'Check List' annotated with 'ticks' or 'crosses' or 'yes' / 'no' answers, or in any other way submitted as the Safety Audit Report.

A summary of audit of the audited items shall be prepared by the Auditor together with the audit report.

8.0 Handling of Road Safety Audit Report

8.1 Response Report

A Response Report will be prepared by designer before any completion meeting at any stage of audit. This report is based on the Summary of Audit by the Road Safety Auditor. A Response Report is a document that allows the designer to respond the Road Safety Auditor's comments or recommendations.

8.2 Completion Meeting

Within 2 weeks of receipt of the Road Safety Audit Report in every stage, JKR/Client shall conduct a completion meeting. In this meeting, the findings are presented by the Road Safety Auditor and discussed.

Decisions on actions are to be agreed upon and formally documented.

8.3 Compliance Report

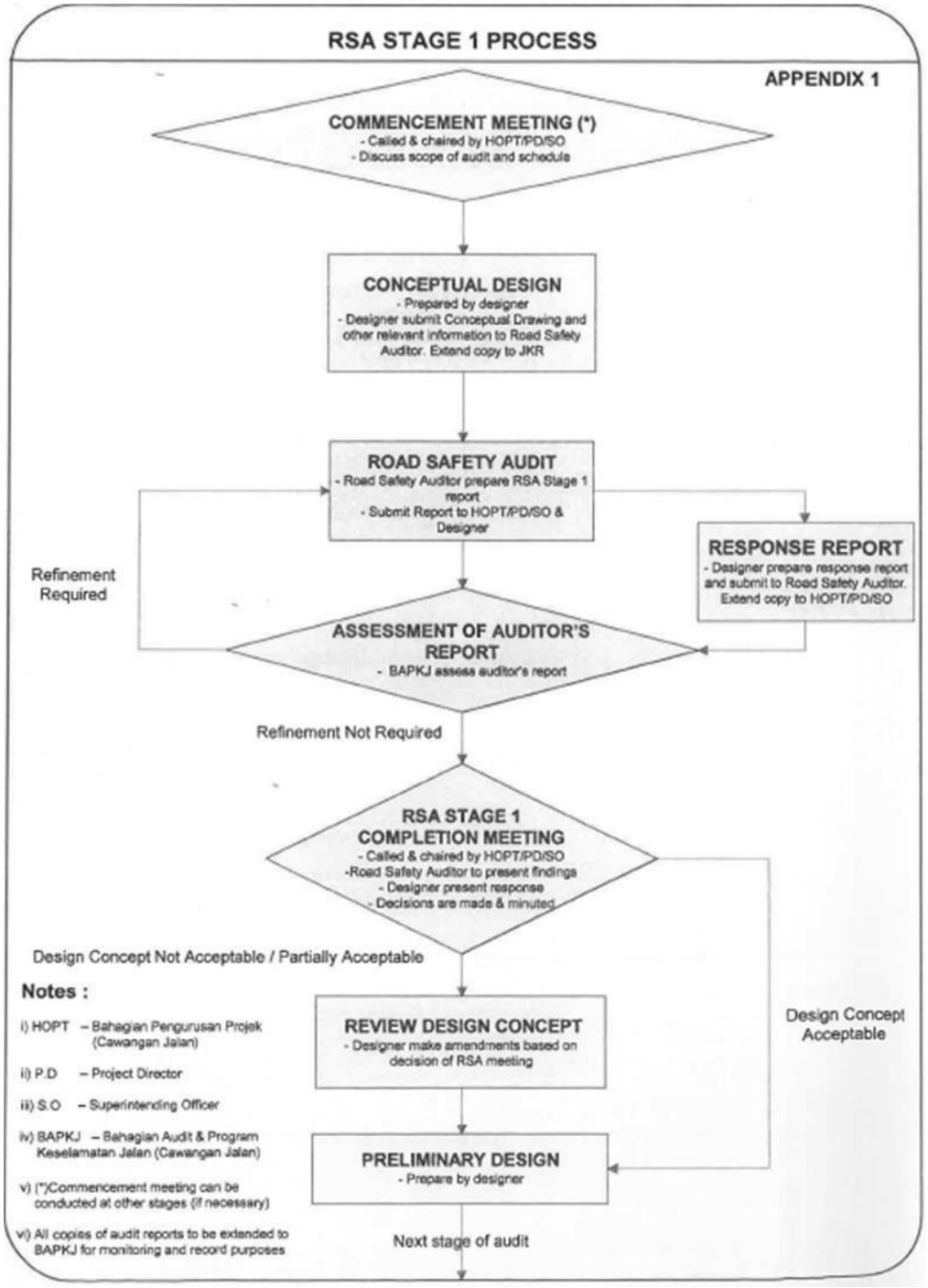
A compliance report will then be prepared by the designer based on the Summary of Audit from the Stage 3 Road Safety Audit Report. The Compliance Report is a document indicating designer's declaration that matters agreed upon in the Road Safety Audit Stage 3 completion meeting has been incorporated in the revised detailed design engineering drawings.

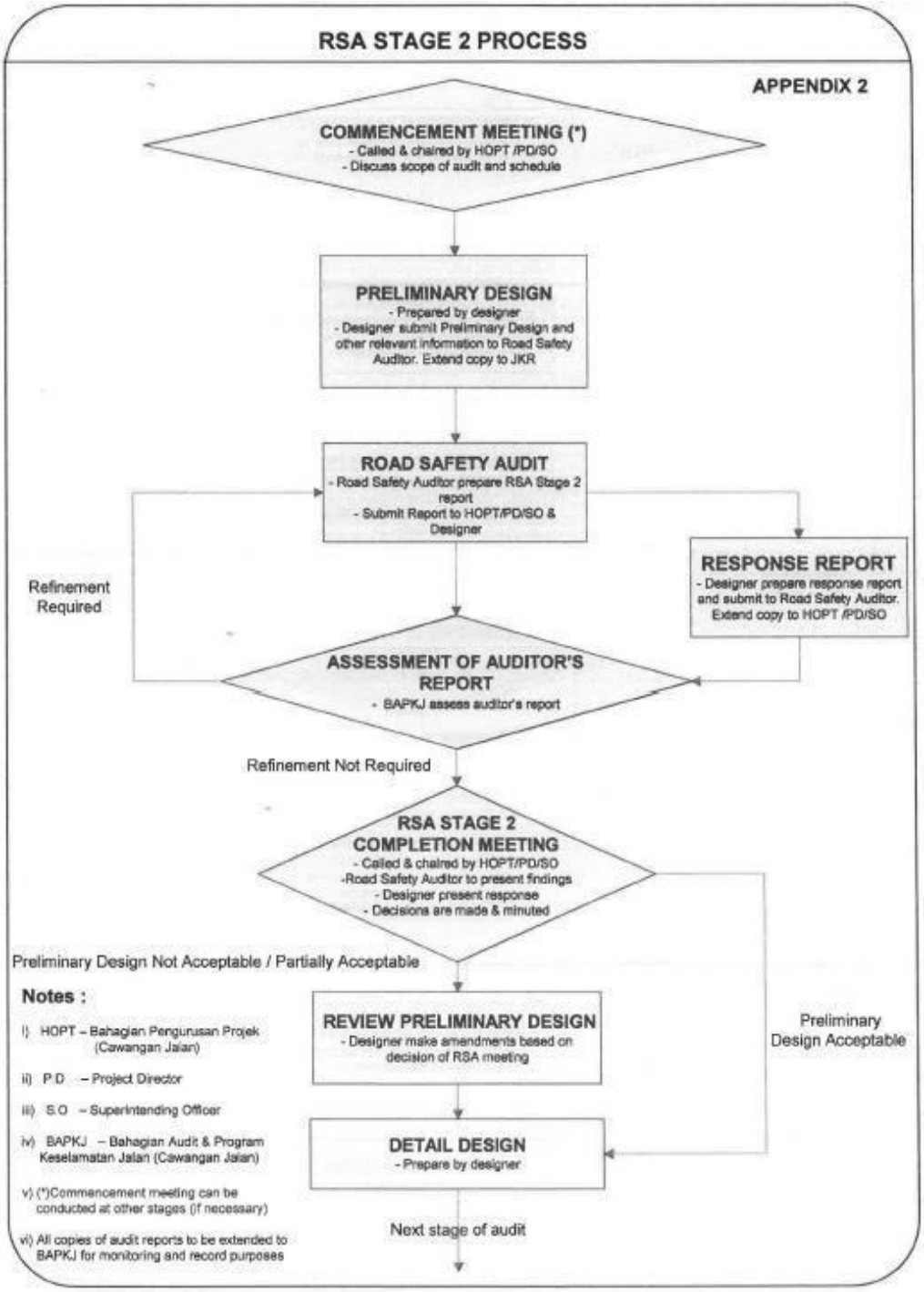
8.4 Compliance Audit

Compliance Audit needs to be carried out by the Road Safety Auditor after receiving the Compliance Report from the designer. This audit produces the Compliance Audit Report which confirms all matters agreed upon in the Road Safety Audit Stage 3 completion meeting has been incorporated by the designer in their detailed design engineering drawings.

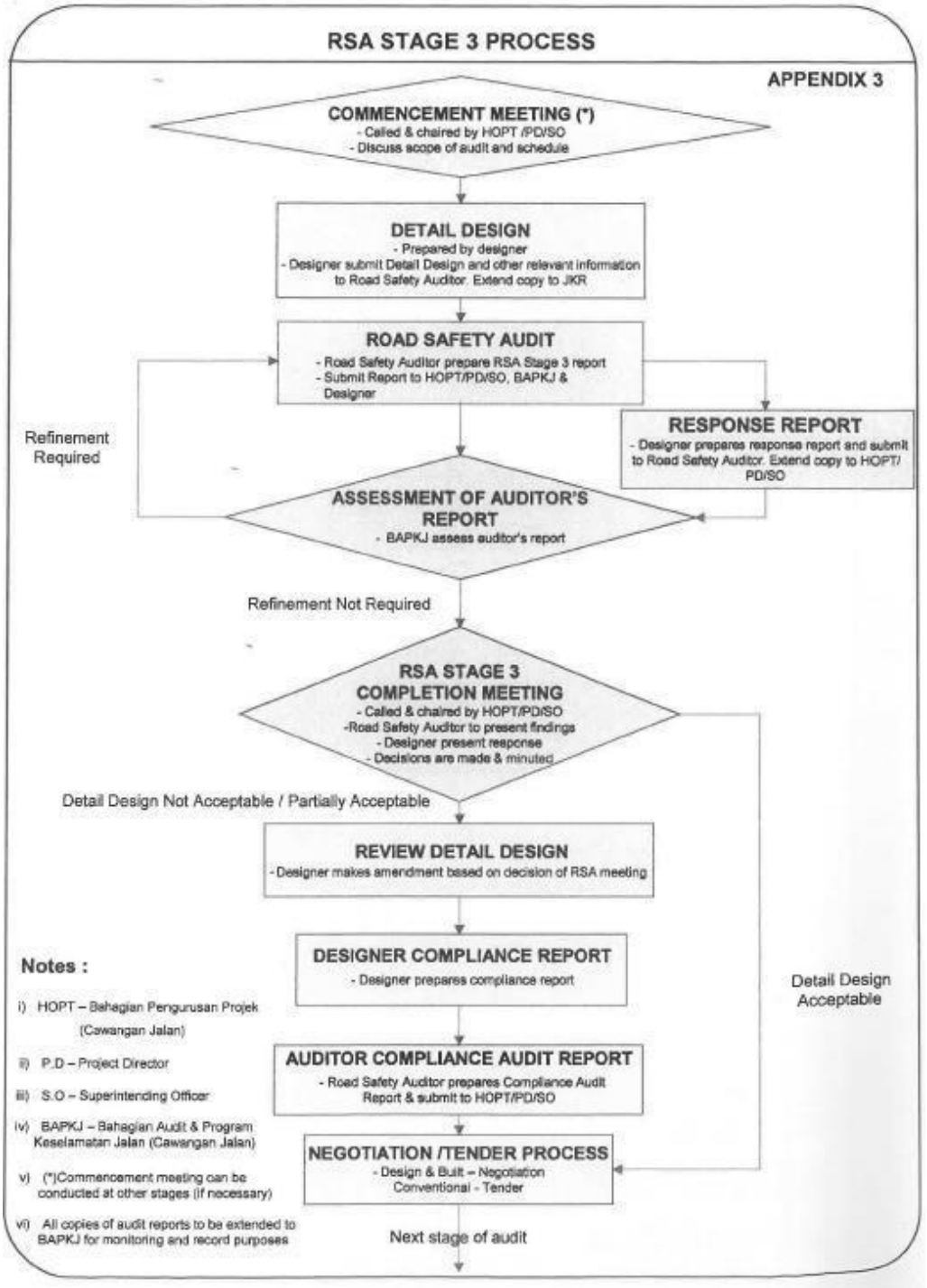
8.5 Verification Audit

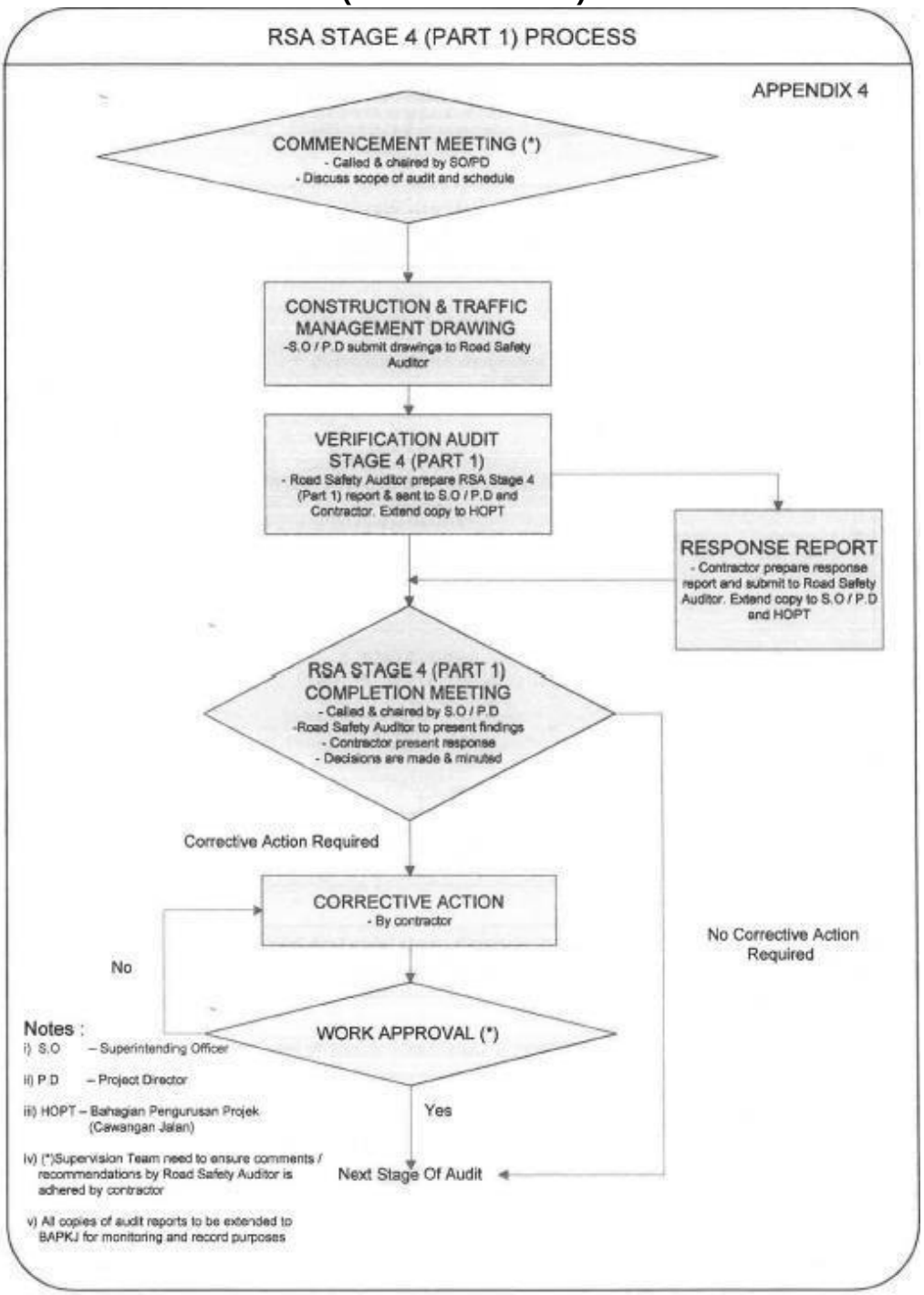
A Verification Audit (Road Safety Audit Stage 4 Part 1) is to be carried out by the Road Safety Auditor to ensure that all decisions during design stage are implemented in the construction drawings. This audit produces the Verification Audit Report which verifies all matters agreed upon in the completion meeting of the previous Audits have been incorporated in the construction drawings.

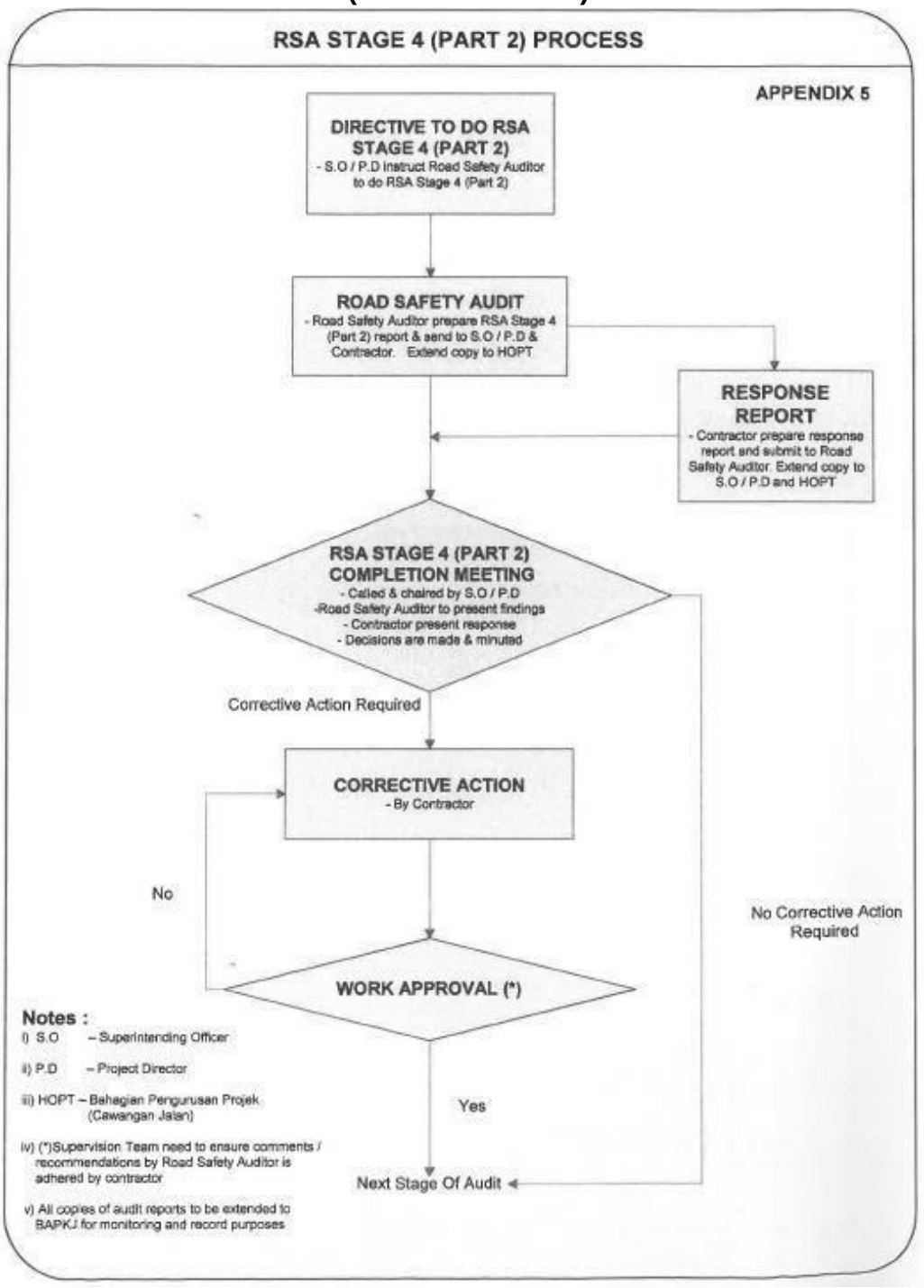

RSA STAGE 1 PROCESS
APPENDIX 1
COMMENCEMENT MEETING (*)
- Called & chaired by HOPT/PD/SO
- Discuss scope of audit and schedule
CONCEPTUAL DESIGN
- Prepared by designer
- Designer submit Conceptual Drawing and other relevant information to Road Safety Auditor. Extend copy to JKR
ROAD SAFETY AUDIT
- Road Safety Auditor prepare RSA Stage 1 report
- Submit Report to HOPT/PD/SO & Designer
RESPONSE REPORT
- Designer prepare response report and submit to Road Safety Auditor. Extend copy to HOPT/PD/SO
Refinement Required
ASSESSMENT OF AUDITOR'S REPORT
- BAPKJ assess auditor's report
Refinement Not Required
RSA STAGE 1 COMPLETION MEETING
- Called & chaired by HOPT/PD/SO
-Road Safety Auditor to present findings
- Designer present response
- Decisions are made & minuted
Design Concept Not Acceptable / Partially Acceptable
Notes :
i) HOPT – Bahagian Pengurusan Projek (Cawangan Jalan)
ii) P.D – Project Director
iii) S.O – Superintending Officer
iv) BAPKJ – Bahagian Audit & Program Keselamatan Jalan (Cawangan Jalan)
v) (*)Commencement meeting can be conducted at other stages (if necessary)
vi) All copies of audit reports to be extended to BAPKJ for monitoring and record purposes
REVIEW DESIGN CONCEPT
- Designer make amendments based on decision of RSA meeting
Design Concept Acceptable
PRELIMINARY DESIGN
- Prepare by designer
Next stage of audit


RSA STAGE 2 PROCESS
APPENDIX 2
COMMENCEMENT MEETING (*)
- Called & chaired by HOPT /PD/SO
- Discuss scope of audit and schedule
PRELIMINARY DESIGN
- Prepared by designer
- Designer submit Preliminary Design and other relevant information to Road Safety Auditor. Extend copy to JKR
ROAD SAFETY AUDIT
- Road Safety Auditor prepare RSA Stage 2 report
- Submit Report to HOPT/PD/SO & Designer
RESPONSE REPORT
- Designer prepare response report and submit to Road Safety Auditor. Extend copy to HOPT /PD/SO
Refinement Required
ASSESSMENT OF AUDITOR'S REPORT
- BAPKJ assess auditor's report
Refinement Not Required
RSA STAGE 2 COMPLETION MEETING
- Called & chaired by HOPT/PD/SO
-Road Safety Auditor to present findings
- Designer present response
- Decisions are made & minuted
Preliminary Design Not Acceptable / Partially Acceptable
Notes :
i) HOPT – Bahagian Pengurusan Projek (Cawangan Jalan)
ii) P.D – Project Director
iii) S.O – Superintending Officer
iv) BAPKJ – Bahagian Audit & Program Keselamatan Jalan (Cawangan Jalan)
v) (*)Commencement meeting can be conducted at other stages (if necessary)
vi) All copies of audit reports to be extended to BAPKJ for monitoring and record purposes
REVIEW PRELIMINARY DESIGN
- Designer make amendments based on decision of RSA meeting
Preliminary Design Acceptable
DETAIL DESIGN
- Prepare by designer
Next stage of audit

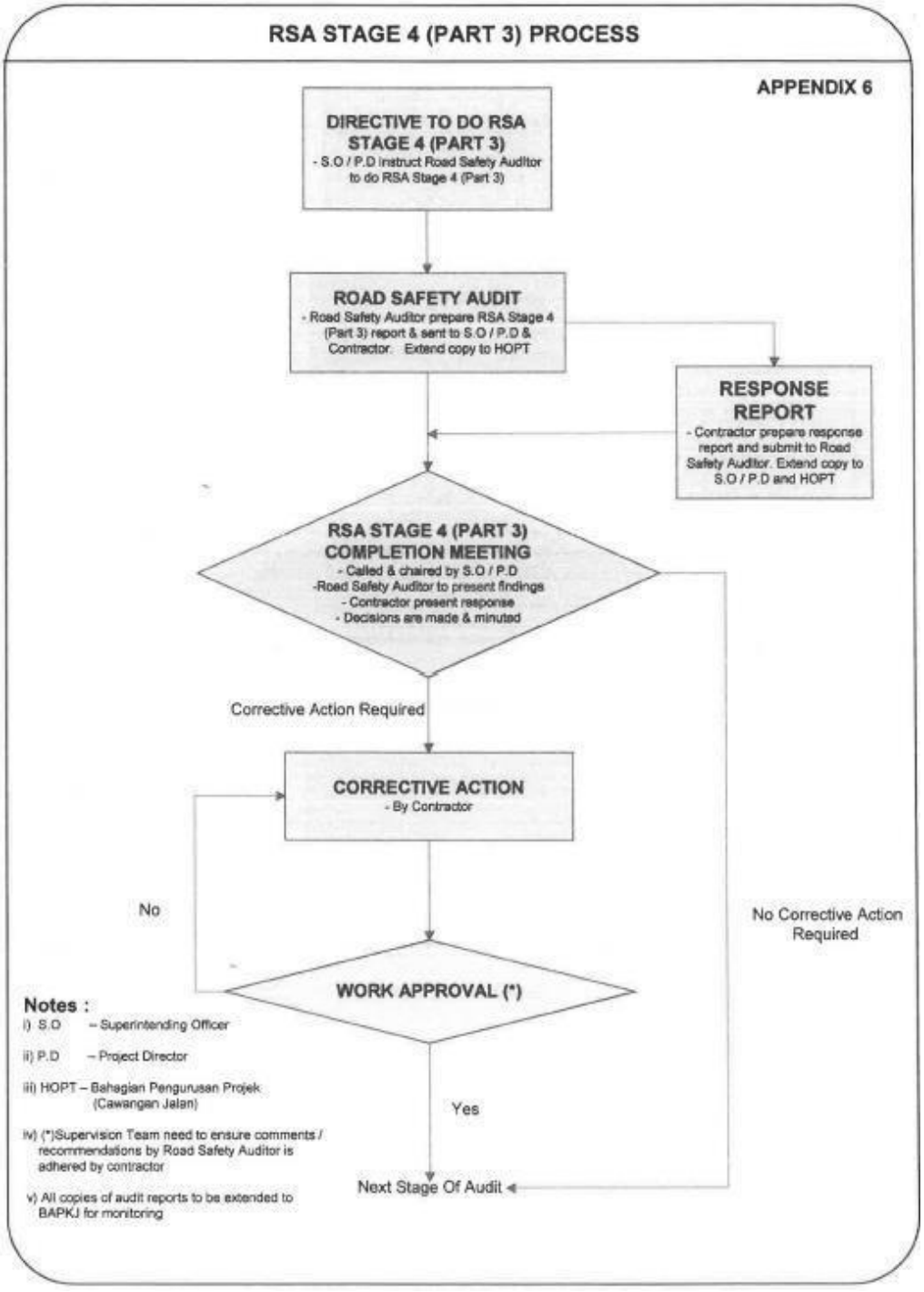
SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

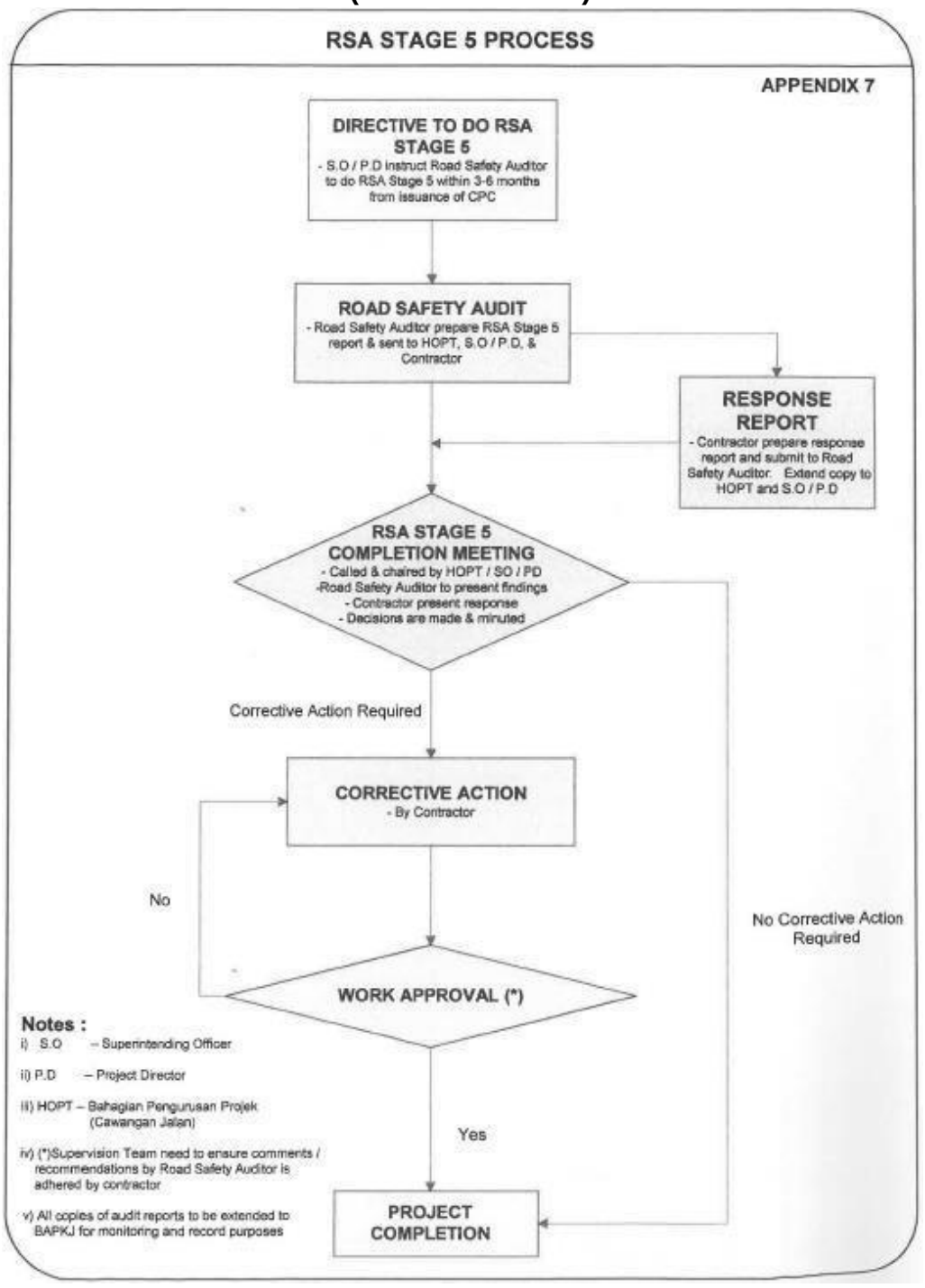



RSA STAGE 4 (PART 1) PROCESS
APPENDIX 4
COMMENCEMENT MEETING (*)
- Called & chaired by SO/PD
- Discuss scope of audit and schedule
CONSTRUCTION & TRAFFIC MANAGEMENT DRAWING
-S.O / P.D submit drawings to Road Safety Auditor
VERIFICATION AUDIT STAGE 4 (PART 1)
- Road Safety Auditor prepare RSA Stage 4 (Part 1) report & sent to S.O / P.D and Contractor. Extend copy to HOPT
RESPONSE REPORT
- Contractor prepare response report and submit to Road Safety Auditor. Extend copy to S.O / P.D and HOPT
RSA STAGE 4 (PART 1) COMPLETION MEETING
- Called & chaired by S.O / P.D
-Road Safety Auditor to present findings
- Contractor present response
- Decisions are made & minuted
Corrective Action Required
CORRECTIVE ACTION
- By contractor
No Corrective Action Required
No
WORK APPROVAL (*)
Yes
Next Stage Of Audit
Notes :
i) S.O – Superintending Officer
ii) P.D – Project Director
iii) HOPT – Bahagian Pengurusan Projek (Cawangan Jalan)
iv) (*)Supervision Team need to ensure comments / recommendations by Road Safety Auditor is adhered by contractor
v) All copies of audit reports to be extended to BAPKJ for monitoring and record purposes


RSA STAGE 4 (PART 2) PROCESS
APPENDIX 5
DIRECTIVE TO DO RSA STAGE 4 (PART 2)
- S.O / P.D instruct Road Safety Auditor to do RSA Stage 4 (Part 2)
ROAD SAFETY AUDIT
- Road Safety Auditor prepare RSA Stage 4 (Part 2) report & send to S.O / P.D & Contractor. Extend copy to HOPT
RESPONSE REPORT
- Contractor prepare response report and submit to Road Safety Auditor. Extend copy to S.O / P.D and HOPT
RSA STAGE 4 (PART 2) COMPLETION MEETING
- Called & chaired by S.O / P.D
-Road Safety Auditor to present findings
- Contractor present response
- Decisions are made & minuted
Corrective Action Required
CORRECTIVE ACTION
- By Contractor
No
WORK APPROVAL (*)
No Corrective Action Required
Yes
Next Stage Of Audit
Notes :
i) S.O – Superintending Officer
ii) P.D – Project Director
iii) HOPT – Bahagian Pengurusan Projek (Cawangan Jalan)
iv) (*)Supervision Team need to ensure comments / recommendations by Road Safety Auditor is adhered by contractor
v) All copies of audit reports to be extended to BAPKJ for monitoring and record purposes

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)




RSA STAGE 5 PROCESS
APPENDIX 7
DIRECTIVE TO DO RSA STAGE 5
- S.O / P.D instruct Road Safety Auditor to do RSA Stage 5 within 3-6 months from issuance of CPC
ROAD SAFETY AUDIT
- Road Safety Auditor prepare RSA Stage 5 report & sent to HOPT, S.O / P.D, & Contractor
RESPONSE REPORT
- Contractor prepare response report and submit to Road Safety Auditor. Extend copy to HOPT and S.O / P.D
RSA STAGE 5 COMPLETION MEETING
- Called & chaired by HOPT / SO / PD
-Road Safety Auditor to present findings
- Contractor present response
- Decisions are made & minuted
Corrective Action Required
CORRECTIVE ACTION
- By Contractor
No
No Corrective Action Required
WORK APPROVAL (*)
Yes
PROJECT COMPLETION
Notes :
i) S.O – Superintending Officer
ii) P.D – Project Director
III) HOPT – Bahagian Pengurusan Projek (Cawangan Jalan)
iv) (*)Supervision Team need to ensure comments / recommendations by Road Safety Auditor is adhered by contractor
v) All copies of audit reports to be extended to BAPKJ for monitoring and record purposes

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

FORMAT FOR FINAL DESIGN REPORT

1. The title page should contain the following information:
   i. Name of the Project
   ii. Name of the Client
   iii. Address of the Client Name and Address of the Submitting Engineer
   iv. BEM Registration No. of the Submitting Engineer
   v. Approving Authority and its Address*
   vi. Approved Building Plan Approval No.*
   vii. Date on which construction work is due to commence
   *(*Delete if not required)*

2. The design report should include but not limited to the following information:
   a) Clear indication of the functional frame, load transfer and stability aspects of the structural scheme.

   b) Typical design data such as:
      i. Type of foundation structure
      ii. Concrete grades for the various structural elements
      iii. Design stresses for the materials used for construction, i.e. concrete and reinforcement bars
      iv. Imposed dead loads and live loads for the various structural elements
      v. Design wind speed
      vi. Minimum design lateral load due to wind load and notional load
      vii. Design codes of practices, standards and references used for the analysis and design
      viii. Engineering softwares used for the analysis and design

   c) Sufficient design calculations to establish the form and size of all the principal structural element, both for the superstructure and substructure.

   d) Sufficient design calculations for the stability analysis and elemental design for the stabilizing frames and walls for the superstructure

   e) General arrangement plans, sections to show the dimensions, layout and the disposition of the structural elements with reinforcements details.

   f) Complete structural details for temporary works with precautionary measures taken to avoid damages to adjacent properties

   g) Construction sequence for the structural works

   h) Specifications of the materials.

Appendix 2.3 – Scope of Mechanical Engineering Services

1.0 Introduction

Upon accepting the appointment and assignment specified herein, the Government expects the CA or the Sub-Consultant on its behalf to design mechanical systems and to execute construction supervision as described in 3.0 Description of Works.

2.0 Objective Of The Works To Be Carried Out

To provide complete design and to supervise mechanical systems and services works for the project, taking into account its functionality, maintainability and reliability.

3.0 Description Of Works

i. To design the mechanical services works for the project inclusive of its functionality, maintainability and reliability.

ii. To carry out supervision of mechanical services installation in accordance to the said design.

iii. List of mechanical services (Refer to Project Brief and Appendix A)

4.0 Scope Of Consulting Services

4.1 General

The CA or the Sub-Consultant on its behalf shall undertake all works herein described to achieve the objectives mentioned in section 2.0 of this Terms of Reference unless such works has been implicitly excluded in his appointment. In carrying out the work, the Consultant shall cooperate fully with all Government Departments/ Agencies/ Local Authorities and other consultants appointed for the project.

The CA or the Sub-Consultant on its behalf shall plan and perform the work in a manner so that, all facilities are perfectly coordinated both from the point of view of logical progression of design, etc. and inclusive with the implementation schedule of physical works. As a result, the CA or the Sub-Consultant on its behalf shall provide a bar chart or work programme of both; the works called for and the implementation of project.

4.2 Detailed Engineering Services

The scope of work to be carried out by the CA or the Sub-Consultant on its behalf shall be inclusive but not limited to the following:

4.2.1 Preliminary Stage

(a) Feasibility surveys including :
- establishing load patterns;
- establishing the availability of services;
- determining the requirements for the upgrading of existing services, if any;

(b) CA or the Sub-Consultant on its behalf any local or other approving authorities on matters of principle in connection with the mechanical and electrical design of the works.

(c) Providing sufficient preliminary information, mechanical services requirement and approximate estimates based on unit volume, unit surface area or similar basis of estimation regarding the works to enable the Government or the other Consultant and Architect to prepare architectural schematic design plans and budget estimates for the project.

(d) Preparing a preliminary report giving :
- preliminary designs, design criteria and policy;
- sketch plans showing proposed designs;
- materials, methods and sequence of construction;
- proposal of plant, machinery and equipment including their layout;
- cost estimates, supported by approximate bills of quantities for the Works;
- evaluation of possible time schedules for the design, tendering and construction stages of the project;
- any other relevant information; and
- making such modifications to the preliminary report as may be required by the Government, including preparing revised cost estimates.

4.2.2 Design Stage

(a) Preparing detail engineering design, and tender drawings after acceptance of the preliminary report by the Government;

(b) Providing all relevant information and drawings on requirement for Builder's Works, Electrical Works, etc. necessary for the successful installation and commissioning of the works to all concerned parties in a timely and well co-ordinate manner;

(c) Preparing such condition of contract, specifications and schedule as may be necessary to enable the Government to obtain tenders or otherwise award a contract for carrying out the works;

(d) Providing estimates of costs in the relevant schedule of prices and schedule of rates;

(e) Obtain such approvals as are necessary for the works from the various Government Agencies, Local Authorities, Utilities and Service Providers; and

(f) Incorporate all requirements from MyCREST/Penarafan Hijau JKR (pH JKR) rating schemes where applicable.

4.2.3 Tender Stage

(a) Advising the Government on the calling of tenders; and
(b) Preparing tender documents, evaluating, reporting and making recommendations on tenders' receipt.

4.2.4 Construction Stage

(a) Advising on preparation of contract documents relating to pricing bills of quantities or pricing and agreeing schedule of rates;

(b) Preparing any further designs and drawings to enable the Contractor to carry out the works;

(c) Making amendments to the drawings or design on the instruction of the Government. Any amendments or redesign carried out because of deficiencies or errors in the consultant's design shall be at the expense of the consultant and will not be reimbursed;

(d) Attending site meetings and any other meeting as directed by the Government;

(e) Examining Contractor's proposals & details including shop drawings/working drawings and mock-ups to ensure they comply to the specification/standard etc.;

(f) Arranging for inspection and testing of materials, plant, machinery and equipment supplied under the contract;

(g) Giving all necessary instructions relating to the Works to the contractors;

(h) Valuing works in progress for interim/certificate including variations;

(i) Appointing office and resident site staff as required subject to prior Government approval;

(j) Assisting in setting disputes or differences that may arise between the Government and contractors, excepting litigation & arbitration;

(k) Supervising and endorsing all required start-ups and Testing, Adjusting, Balancing and Commissioning (TABC) for all completed works;

(l) Delivering to the Government duly signed and endorsed 'As-built' drawings prepared by the Contractors and such other records and manuals prepared by the Contractors as may be necessary for subsequent operation and maintenance of the works;

(m) Preparing the items mentioned in (l) should the Contractors fail to do so; and

(n) Supervising constructions as per requirements of MyCREST/ pH JKR (if applicable).

4.2.5 Defect Liability Period

Performing any other duties which are necessary under the contract for the execution of the works up to the end of defect liability period or maintenance period, such as supervision or maintenance works, rework / rectification on the systems, attending to complain from the Government about the performance of the system and preparing for final handing over to the Government upon the expiry of defect liability period.

4.2.6 Any Other Duties

The CA or the Sub-Consultant on its behalf will be required to carry out such duties as are described elsewhere in these Terms of Reference and in the Agreement.

4.3 Detailed Engineering Design

4.3.1 All engineering design and specifications shall conform to the rules and regulations of all relevant authorities including, but not limited to, the following :

(a) Jabatan Keselamatan dan Kesihatan Pekerjaan (JKKP),
(b) Suruhanjaya Tenaga (ST),
(c) Pemasangan Elektrik untuk peraturan pendawaian IEEE(Ed. 16),
(d) Piawaian Malaysia (MS),
(e) Piawaian British (BS),
(f) International Electromechanical Commissioning (IEC),

(g) Jabatan Kerja Raya,
(h) Jabatan Bomba dan Penyelamat,
(i) Undang-undang Kecil Bangunan Seragam (UBBL),
(j) Majlis Perbandaran/ Tempatan,
(k) Jabatan Alam Sekitar,
(l) All other local Authorities/Organizations having jurisdiction over the installation of the works.

4.3.2 The mechanical systems design and specifications shall generally comply with the latest relevant Malaysian or British Standards or codes of practice and with the requirement of the Mechanical Engineering Branch of the Jabatan Kerja Raya. The relevant standard codes of practice to be complied such as :-

4.3.2.1 Fire-fighting Systems

(a) N.F.P.A (National Fire Protection Association, USA), (b) F.O.C (Fire Officers Committee, U.K), (c) A.S (Australian Standards).

(As spelt out in the Uniform Building By-Laws 1984).

4.3.2.2 Air Conditioning and Mechanical Ventilation System

(a) ASHRAE (American Society for Heating, Refrigeration and Air-Conditioning Engineers),

(b) SMACNA (Sheet Metal And Air Conditioning Contractors, National Association)

4.3.3 The metric system of units shall be adopted in all design calculations, specifications and drawings. Drawings shall be a minimum of A1 size i.e. 594cm x 841cm and transparencies are to be prepared in ink on stable reproducible material and have title blocks approved by the Government.

All drawings and detailed calculation, whether preliminary or final, shall be signed by at least one partner of the Consultant and all plans submitted for approval shall also bear the Professional Engineer's seal of the partner concerned. The Professional Engineer with Practising Certificate (PEPC) shall be registered with the Board of Engineers Malaysia.

4.4 Specifications and Tender Documents

4.4.1 The CA or the Sub-Consultant on its behalf shall prepare complete tender documents based on the standard Government conditions of

contract, form of tender and other documents currently in use for mechanical engineering works. Prior consultation with the Government will be necessary before the tender documents are drawn up.

4.4.2 Where Standard Specifications are available from JKR, the consultant shall ensure that they are used. Any specifications used shall also be consistent with current JKR Standards, unless approval has been obtained from the Government to deviate.

4.4.3 Three (3) draft copies of the tender documents shall be submitted for the Government's review at least eight (8) weeks before the date scheduled for the calling of tenders. Final tender documents shall only be printed after the draft documents have been approved bye the Government. The CA or the Sub-Consultant on its behalf shall be informed of the number of copies he has to furnish to the Government.

4.4.4 A complete set of the tender documents and drawings (AutoCAD/Revit/NavisWorks format) shall also be submitted to the government in in digital format in compact discs, thumbdrive etc.

4.4.5 The CA or the Sub-Consultant on its behalf must ensure that contractors are made aware of the commissioning requirements and extend of demonstrations they will be required to complete prior to acceptance of their works in his specification

4.5 Evaluation of Tender

The CA or the Sub-Consultant on its behalf shall produce evaluation report and recommendation within one (1) week after the receipt of the submitted tenders from the Government.

If the CA or the Sub-Consultant on its behalf do not prepare the evaluation report according to the Government's requirements, the Government reserves the right to deduct a certain amount from the Consultant Fee.

4.6 Supervision of Works

4.4.6 The CA or the Sub- Consultant on its behalf shall appoint, subject to the Government's approval, site supervision officers, according to the following criteria :

Bil.	Value of Mechanical Works	Resident Engineer	Inspector of Works
1	Below than RM5,000,000.00	0	1
2	More than RM5,000,000.00	1	1

4.4.7 The Mechanical Resident Engineer's or/and the Mechanical Clerk of Works' scope of works shall include but not limited to the following :

i. To carry out standing supervision of mechanical services installation works at site.
ii. To produce monthly progress reports of mechanical services installation works at site including QA/QC reports.
iii. To provide necessary input for mechanical services installation coordination works.
iv. To issue Interim Payment.
v. To inspect equipment delivered at the site.
vi. Other works deemed necessary to complete the works.

5.0 INFORMATION TO BE PROVIDED BY THE GOVERNMENT

5.1 Notwithstanding clause 6.3 of the Consultancy Service Agreement (CSA), the Government shall provide the Consultant with the following :

(a) Relevant guidelines of standard mechanical JKR specifications (if deemed relevant);

(b) Sistem Pengurusan Bersepadu JKR (SPB) documents (if deemed relevant).

6.0 MATERIAL AND WORKMANSHIP

All materials and workmanship shall be specified to comply with Malaysian Standard and Codes of Practice. Where these are not available then British Standards or its equivalent may be adopted instead. If departure from the Malaysian or British Standard or Code of Practice is considered desirable, prior consultation with the JKR is necessary. Materials of Malaysian origin are to be specified throughout in preference to imported materials and the use of proprietary names is to be avoided in the specification. Where this is unavoidable or where materials of foreign manufacture have to be specified, the prior approval of the Government has to be obtained.

7.0 TECHNOLOGY TRANSFER/TRAINING PROGRAMME

The Government may wish to assign one or more professional staff to the consultant for 'on job training' experience with the works. A decision will be taken on this matter at the time of contract negotiation and the Consultant shall be prepared to accommodate the Government requirement in this regard.

8.0 SUBMISSION OF REPORTS, DOCUMENTS AND DRAWINGS

8.1 Implementation schedule

Within 2 weeks after the appointment of the Consultant, he is to submit his proposed implementation schedule for the overall design of this project for approval by the Government. The items should include the following:

(a) Preliminary report and approval,
(b) Review and approval of drawings and tender documents,
(c) Preparation and submission of final drawings and tender documents,
(d) Prequalification period (if required),
(e) Tender period,
(f) Evaluation of tenders and Government approval.

The Consultant shall make every effort to complete their assignments before the dates stipulated in the implementation schedule.

8.2 Preliminary Report

The CA or the Sub-Consultant on its behalf shall submit three (3) copies of the preliminary report and drawings to the Government before carrying out the detailed design of the works. These shall be submitted according to the implementation schedule agreed upon in 8.1. and shall generally be not later than 6 months after the appointment of the CA or the Sub-Consultant on its behalf. The Government shall generally furnish its comments / approval within one month of the date of receipt of the report and drawings.

8.3 Progress Report

The CA or the Sub-Consultant on its behalf shall submit three (3) copies of progress report to the Government within the first week of each month, showing the progress of his work. The first report is to be submitted within 4 weeks after the appointment of the CA or the Sub-Consultant on its behalf. The report shall be in the format that is approved by the Government.

8.4 Final Design Report / Calculation

Three (3) copies of final design report and three (3) copies of design calculation and drawings shall be submitted to the Government on completion of the final design.

The report shall give a detailed description of any investigations carried out together with the result and findings. The scope of works involved, the criteria or rationale used for each of the design components and the events and decisions that were made as regards to design changes along the way. The design report shall be in a format that is approved by the Government.

All design calculation shall be properly bound and set out in an orderly manner. The design calculation submitted must be complete and legible. The design philosophy and relevant standards, codes of practice or guidelines used in the design and specifications must be indicated. Where computer programme used, its input and assumptions made must be included.

Any failure to comply or any incompleteness shall result in the report not being accepted and it being returned to the Consultant for re-submission.

8.5 Test Record Sheet and Certificate of Completion

Three (3) copies of the Test Record Sheets, Final Acceptance Record Sheets, Factory Acceptance Report together with the appropriate calculation to prove the final result, and the Certificates of Completion shall be submitted to the Government on the date of hand over of the works. The final Acceptance Record Sheets and the Certificates of Completion shall be in format approved by the Government. They shall be signed by the CA or the Sub- Consultant on its behalf.

8.6 "As-built "Drawing and Documents

The CA or the Sub-Consultant on its behalf shall verify and endorse the mechanical system 'as-built' drawings prepared by the Contractors not more than three (3) months of the date of final completion together with service and maintenance manuals prepared by the Contractors for each system and service to Government Representative (GR).

A complete set of the test records, final acceptance record sheets, and certificates of completion, 'as-built' documents and drawing (AutoCAD/Revit/NaviWorks format) shall also be submitted to the Government in digital format in compact disc, thumb drive etc.

8.7 Defects Liability Period

Inspecting and compiling final defect list at the end of Defects Liability Period and to monitor and certify the Works that have been carried out.

At the end of Defects Liability Period, the Consultant shall certify that all defects have been carried out and then shall prepare and recommend the certificate of making good defects and closing of account to the Government.

9.0 PROJECT COORDINATION

The Government reserves the right to assign a project coordinator for close monitoring during the design period until the completion of the project.

10.0 LIAISON WITH OTHER AGENCIES

In case the consultant requires the co-operation of Government Departments and Agencies, the Government may provide liaison and may assist the CA or the Sub-Consultant on its behalf together information required for the completion of project.

11.0 REMUNERATION PROCEDURE

All reimbursable items, especially out of pocket expenses, shall be claimed on a monthly basis. Any reimbursable claim which are outstanding after three (3) months shall not be entertained.

12.0 AGREEMENT

The CA or the Sub-Consultant on its behalf shall prepare ten (10) sets of agreement (format CSA 2014-Engineering (Amendment 2026) - Pekeliling Perbendaharaan Malaysia PK 3.8) for signing not later than four (4) months after the date of the Letter of Acceptance.

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

APPENDIX A : DESCRIPTION OF WORKS

Mechanical services required :

1. Air Conditioning, Mechanical Ventilation and Exhaust Systems
   i. Air Cooled Split Ducted
   ii. Variable Refrigerant Flow System
   iii. Air Cooled Split System
   iv. Mechanical Ventilation

2. Fire Fighting Protections System
   i. Hose Reel System
   ii. Conventional Fire Alarm System
   iii. Fire Suppression System
   iv. Portable Extinguisher

3. Internal Cold Water and Sanitary System
   i. Internal Cold Water Plumbing System
   ii. Sanitary Plumbing System
   iii. Pumping System

4. Other Mechanical Requirements equipment, materials or works required for the proper functioning and operational of the project.

APPENDIX B : DELIVERABLES SUMMARY FOR CONSULTING ENGINEER

BIL.	DELIVERABLE	DURATION
PRELIMINARY STAGE		
1.	Design concept report	14 days from the finalised project brief, site location and project cost
2.	Preliminary estimates for mechanical works (PDA)	7 days from the finalised SOA
DESIGN STAGE (I)		
1.	Confirmation of mechanical requirement for Consultant of other disciplines	14 days from receipt of 1:100 scale preliminary architecture drawings
2.	Preliminary design	30 days from receipt of 1:100 scale preliminary architecture drawings
DESIGN STAGE (II)		
1.	Calculation sheets and detailed design drawings	45 days from receipt of 1:100 scale final architecture drawings
2.	Specifications	7 days from mechanical detailed drawings completed
TENDER STAGE		
1.	Tender documents (tender drawings, specifications, schedule of prices, etc.)	14 days from mechanical detailed drawings completed
2.	Tender reports	7 days from the receipt of JKR28 Form
CONSTRUCTION STAGE		
1.	Shop drawings/working drawings	30 days from the receipt of Contractors' working drawings
2.	Testing & Commissioning (T&C) reports	7 days from T&C
3.	Recommendation for CPC & CCC	14 days from letter of handing over project (Contractor to JKR)
DEFECT LIABILITY PERIOD (DLP) STAGE		
1.	CMGD report	14 days before closing of defects meeting
2.	Recommendation for closing of account	3 months from CPC

Appendix 2.4 – Scope of Electrical Engineering Services

1.0 Scope of Consulting Services

1.1 General

The Government of Malaysia, hereinafter, referred to as “the Government” is desirous of carrying out the works mentioned earlier. The appointment of Electrical Consulting Engineers by the Lead Consultant (LC), hereinafter, referred to as “the Sub-Consultant (SC)”.

Upon accepting the appointment and assignment specified herein, the Government expects the CA or the Sub-Consultant on its behalf to provide the necessary fully functional electrical services and systems for the project.

Based on the scope of Information & Communication Technology (ICT) services, if the CA or the Sub-Consultant on its behalf shall carry out services pertaining to Information & Communication Technology (ICT) services under the field code of *(330114 – Kejuruteraan Telekomunikasi and/or 340601 - Kajian Telekomunikasi, 340603 - Kajian Pengurusan Infrastruktur ICT, 340605 - Kajian Pengurusan Maklumat ICT)*.

The scope of work to be carried out by the CA or the Sub-Consultant on its behalf shall be inclusive but not limited to the following: -

1.1.1 Preliminary Stage

(a) The CA or the Sub-Consultant on its behalf shall perform feasibility surveys including establishing load patterns and establishing the availability of services.

(b) The CA or the Sub-Consultant on its behalf shall investigate and obtain the electrical data/load and Information & Communication Technology (ICT) facilities for the existing buildings (if any) and all other relevant data that are necessary for the planning of the Works.

(c) Depending on the complexity and nature of project, an initial client approval on the design concept may be required especially for ELV and ICT services to indicate the scope of works involved. A further advice or approval from other government agencies such as Pejabat Ketua Pegawai Keselamatan Kerajaan Malaysia (CGSO), Polis DiRaja Malaysia, Jabatan Penerangan, etc on the concept design may be required for projects with high national interest. The relevant cost estimates shall only be prepared after completion of concept design.

(d) The CA or the Sub-Consultant on its behalf shall prepare system proposal and investigation report which contain:

(i) Preliminary designs, design criteria and policy
(ii) Sketch plan showing proposed designs
(iii) Materials, methods and sequence of installation
(iv) Proposal of equipment including their layout
(v) Provide approximate estimates regarding the Works to enable the LC/CA to prepare architectural schematic design plans and budget estimates for the Project
(vi) Evaluation of possible time schedules for the design, tendering and construction stages of the Project
(vii) Any other relevant information
(viii) Making such modifications to the preliminary report as may be required including preparing revised cost estimates.

1.1.2 Design Stage

The CA or the Sub-Consultant on its behalf shall prepare detail engineering design and tender drawings after acceptance of the preliminary report by the Government.

The CA or the Sub-Consultant on its behalf shall conduct all necessary meetings, discussions, workshop (if necessary) with end-user to get real scenario and actual requirement of the project that may also involves integration works with existing ICT system.

The CA or the Sub-Consultant on its behalf shall provide information and drawings on requirements for Builder's Works etc. necessary for the successful installation and commissioning of the Works to all concerned parties in a timely and well co-coordinated manner.

On completion of the final design work, the CA or the Sub-Consultant on its behalf shall prepare a detailed Bill of Quantities for all items required and measurements.

The CA or the Sub-Consultant on its behalf shall also prepare a detailed cost estimate based on the Bill of Quantities.

The CA or the Sub-Consultant on its behalf shall obtain such approvals as necessary for the Works from the various Agencies/Authorities.

1.1.3 Tender Stage

Where necessary, the CA or the Sub-Consultant on its behalf shall prepare pre-qualification notices, issuing Questionnaires to prospective tenderers and evaluating their suitability to enable tenders to be called.

Calling of tenders, evaluations, reports and recommendations on tenders received.

1.1.4 Construction Stage

The CA or the Sub-Consultant on its behalf shall:

(a) Preparation of contract documents relating to accepted tenderer for NSC;

(b) Preparing any further designs and drawings to enable the Contractor to carry out the works;

(c) Examining contractor's proposals & details including shop drawings/working drawings, mock-ups and its conformed to specification/standard etc.;

(d) Arranging for inspection and testing of materials, plant, machinery and equipment supplied under the contract;

(e) Issuing recommendation for payments to contractors;

(f) Supervising constructions as per requirements of MyCREST/ pH JKR (if applicable); and

(g) Supervising and endorsing all required configurations that may involves end-user, setting, Testing and Commissioning of all related equipment's/completed works (ICT).

1.1.5 Defects Liability Period

The CA or the Sub- Consultant on its behalf shall perform any other duties which are necessary under the contract for the execution of the Works up to end of Defects Liability Period such as:

- Supervision of pre-defined maintenance activities

- Rework/rectification on the systems

- Attending to complain from the Government about the performance of the system

- Preparing for final handing over to the Government upon the expiry of Defects Liability Period.

1.1.6 Any other duties

The CA or the Sub-Consultant on its behalf will be required to carry out such duties as are described elsewhere in this Terms of Reference and in the Agreement.

1.2 DESIGN WORK

The CA or the Sub-Consultant on its behalf shall liaise with the Electricity Supply Authority and/or Electricity Supply Company on the electricity supply system for the project and Telekom Malaysia (TM) or Communications Company for the ICT work to ensure that the requirements are fully complied with.

The CA or the Sub-Consultant on its behalf shall investigate and obtain the electrical data/load and ICT system facilities for the existing buildings (if any) and all other relevant data that are necessary for the design of the Works.

Particular attention shall be given to the client needs especially of ELV and ICT services where requirements are very project specific.

1.2.1 Design Criteria

(a) **Electrical Works**

The design and drawings prepared shall be based on the following:-

(i) MS IEC 60364 – Electrical Installations of Buildings
(ii) MS 1184 Universal Design And Accessibility In The Built Environment
(iii) Electricity Supply Act 1990
(iv) Electricity Supply Regulations 1994
(v) Latest and relevant Malaysian Standards/IEC Standards/British Standards

(vi) Standards Code of Practice/Guide
(vii) Uniform Building By-laws 1984
(viii) Jabatan Bomba dan Penyelamat requirements
(ix) Occupational Safety and Health Act
(x) JKR Technical Circulars, JKR standard specifications and JKR best engineering practice
(xi) Penarafan Hijau JKR (pH JKR)/Malaysian Carbon Reduction and Environmental Sustainability Tools (MyCREST)
(xii) Guidelines of Utility Authorities/Companies
(xiii) Department of Environment requirements
(xiv) City Hall or Local Authority requirements (xv) Renewable Energy Specifications & Guideline
(xvi) All other requirements of relevant Authorities.

(b) **Information & Communication Technology (ICT) System**

The design and drawings for the ICT system shall be based on the latest standards and its addendums, include but not limited to the following: -

(i) Specifications for ICT Networking System
(ii) Telekom Malaysia Berhad (TM)
(iii) ANSI/TIA 568.0-D - General Requirements
(iv) ANSI/TIA 568.1-D – Commercial Building Telecommunication Cabling Standard
(v) ANSI/TIA 568.2-D - Balanced Twisted Pair Cabling Components
(vi) ANSI/TIA 568.3-D – Optical Fiber Cabling and Components Standards
(vii) ANSI/TIA 569 -Pathway and Spaces
(viii) ANSI/TIA 606 - Administration Standard for Commercial Telecommunication
(ix) ANSI/TIA 942 – Telecommunications Infrastructure Standard for Data Center
(x) ISO/IEC 11801-1 – Generic Cabling for Customer Premises
(xi) Garis Panduan ICT MAMPU di Sektor Awam
(xii) Garis Panduan Suruhanjaya Komunikasi & Multimedia Malaysia (SKMM)

(c) **Extra Low Voltage (ELV)**

The CA or the Sub-Consultant on its behalf shall be obliged to ascertain the actual requirements if any, for all extra low

voltage system (audio visual, public address system, security system, sound reinforcement system, etc.) prior to carrying out any work on such systems.
Depending on the complexity and nature of project, client endorsement may be required for the layout, placement and quantities of the ELV services. For project of high national interest, the approval of other government agencies such as Pejabat Ketua Pegawai Keselamatan Kerajaan Malaysia (CGSO), Polis DiRaja Malaysia and Jabatan Penerangan may be required.

Infrastructure for the IP-based ELV services shall be designed for those services alone and separated from any other ICT network. If such condition arises where the IP-based ELV services need to be integrated into a shared common ICT network, consideration on bandwidth requirement, power over ethernet etc shall be taken into account.

The design and drawings for any such system shall be based on JKR Specifications and guidelines, if available. If such documents are not available, reference shall be made to widely accepted good industry practices.

(d) **Design Drawings**

The CA or the Sub-Consultant on its behalf shall prepare design drawings on A1 size sheets. Dimensions are to be in metric units. Standard JKR Electrical symbols shall be used for all the drawings.

The title block is to be placed at the bottom right hand corner of the drawings. All drawings, whether preliminary or final shall be signed by a Partner/Director of the Consultant and all plans submitted for approval shall also bear the Professional Engineer's (of electrical discipline) seal of the Partner concerned.

The Professional Engineer shall be registered with the Board of Engineers Malaysia.

1.3 BILL OF QUANTITIES AND COST ESTIMATE

(a) The CA or the Sub-Consultant on its behalf shall submit a preliminary cost estimate for budgetary purpose immediately after the completion of the preliminary design work.

(b) On completion of the final design work, the CA or the Sub-Consultant on its behalf shall prepare a detailed Bill of Quantities for all items required, inclusive of all quantities and measurements.

(c) The CA or the Sub-Consultant on its behalf shall also prepare a detailed cost estimate based on the Bill of Quantities.

(d) The CA or the Sub-Consultant on its behalf shall provide minimum copies of NSC tender documents for each electrical system involved at least three (3) weeks before the date scheduled for calling of tenders.

(e) A complete set of the tender documents and drawing (AutoCAD format) shall also be submitted in soft copy using external hard disc.

1.4 SPECIFICATIONS AND TENDER DOCUMENTS

The CA or the Sub-Consultant on its behalf shall prepare complete tender documents based on the standard government conditions of contract, form of tender, specifications and other documents currently in use for electrical engineering works. Prior consultation with the Government will be necessary before the tender documents are drawn up.

1.5 EVALUATION OF TENDERS

The CA or the Sub-Consultant on its behalf shall produce tender evaluation report and recommendation within seven (7) days after the receipt of the NSC's submitted tenders from the Government.

2.0 DELIVERABLES

2.1 Preliminary Report

The CA or the Sub-Consultant on its behalf shall submit three (3) copies of the preliminary report and drawings to the Government before carrying out the detailed design of the works. Within 2 weeks after the appointment, the CA or the Sub-Consultant on its behalf is to submit his proposed implementation schedule for the Work. The Government shall generally furnish its compliance audit findings within (1) one month after receiving the report and drawings.

2.2 Progress Report

The CA or the Sub-Consultant on its behalf shall submit three (3) copies of progress report to the Government within the first week of

each month, showing the progress of his work. The first report is to be submitted within 4 weeks after the appointment of the CA or the Sub- Consultant on its behalf. The report shall be in the format that is approved by the Government.

2.3 Final Design Report and Calculation

Three (3) copies of final design report and three (3) copies of design calculation and drawings shall be submitted to the Government on completion of the final design.

The report shall give a detailed description of any investigations carried out together with the result and findings. The scope of works involved, the criteria or rationale used for each of the design components and the events and decisions that were made as regards to design changes along the way. The design report shall be in a format that is approved by the Government.

All design calculation shall be properly bound and set out in an orderly manner. The design calculation submitted must be complete and legible. The design philosophy and relevant standards, codes of practice or guidelines used in the design and specifications must be indicated. Where computer programmed used, its input and assumptions made must be included.

Any failure to comply or any incompleteness shall result in the report not being accepted and it being returned to the CA or the Sub-Consultant on its behalf for resubmission.

2.4 Test Record Sheet and Certificate of Completion

Three (3) copies of the Test Record Sheets, Final Acceptance Record Sheets, Factory Acceptance Report together with the appropriate calculation to prove the final result, and the Certificates of Completion shall be submitted to the Government on the date of hand over of the works. The final Acceptance Record Sheets and the Certificates of Completion shall be in format approved by the Government. They shall be signed by the CA or the Sub- Consultant on its behalf.

2.5 As-Built Documents and As-installed Drawing

The CA or the Sub-Consultant on its behalf shall verify and endorse the as- installed drawings of electrical system and operation & maintenance (O&M) manuals prepared by the contractors for each system and service to Government Representative (GR) prior the issuance of the Certificate of Practical Completion.

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

A complete set of the test records, final acceptance record sheets, and certificates of completion, as-built documents and as-installed drawing (AutoCAD format) shall also be submitted to the Government in softcopy.

Appendix 2.5 – Scope of Quantity Surveying Services

1.0 SCOPE OF CONSULTING SERVICES

The scope of Quantity Surveying services to be carried out by the CA or the Sub-Consultant on its behalf shall comprise the following:

Basic Professional Services

(a) Preparing Preliminary Estimates including preparing the Preliminary Detailed Abstract (PDA) and Cost Plans including up to 4 revisions of preliminary estimates and cost plans due to amendments to layout and scope of works;

(b) Preparing Bills of Quantities, Tender Table Document and other Tender Documents necessary for calling of tenders excluding tender for mechanical and electrical works, interior design works or landscaping works;

(c) Preparing Departmental Tender Estimate;

(d) Preparing the “As Tendered Detailed Abstract” (ATDA);

(e) Preparing Tender Report;

(f) Preparing Contract Documents;

(g) Preparing Tender Documents, Tender Estimates, Tender Reports and Contract Documents for works allowed under Prime Cost (P.C. Sum) and Provisional Sums other than those under the charge of Mechanical and Electrical Consultants, Interior Designers or Landscape Consultants for their respective works;

(h) Valuing works in progress for Interim Valuation/Certificates, including measurement of variation excluding mechanical and electrical works, interior design works or landscaping works and including the verification and incorporation of the amounts recommended by the consultants for their respective works;

(i) Preparing Revised ATDA (if necessary) and Adjustments of Contract Sum;

(j) Preparing Final Account for the whole works including the incorporation of the final accounts by the Mechanical and Electrical Consultants, Interior Designers or Landscape Consultants for their respective works; and

(k) Preparing 'As Completed Detailed Abstract' (ACDA);
Additional Services *.

Preparing of Cost Analysis based on accepted Contract Sum.

2.0 DELIVERABLES

The CA or the Sub-Consultant on its behalf shall submit the deliverables within the time and stage as specified in approved implementation schedule. The deliverables to be provided by the CA or the Sub-Consultant are as follows:

(a) **PDA**

As the preliminary design of the Project is being developed, the CA or the Sub-Consultant or the Sub-Consultant on its behalf shall give advice on cost implications of the design as and when required by the design team. Upon the finalisation of the preliminary design of the project, the CA or the Sub-Consultant on its behalf shall prepare PDA and any revision thereof as and when directed by the GR not later than seven (7) days from the receipt of the preliminary drawings.

(b) **Bills of Quantities**

The CA or the Sub-Consultant on its behalf shall prepare Bills of Quantities and other tender documents within one (1) month from the receipt of the final drawings to enable the tender to be called in accordance with the implementation schedule. The Bills of Quantities shall follow the latest Standard Method of Measurement requirements and the format approved by the GR and shall be measured firm unless otherwise instructed in writing by the GR.

(c) **Tender Documents**

The CA or the Sub-Consultant on its behalf shall prepare complete tender documents based on the Standard Government Conditions of Contract, Form of Tender, Specifications and other documents currently used in JKR, in compliance with the JKR Quality Assurance System.

The CA or the Sub-Consultant on its behalf shall submit:

(i) three (3) copies of the Tender Table Documents and sufficient copies of tender documents to be issued to the tenderers within seven (7) days before the date the tender notice is scheduled to be advertised; and

(ii) a copy of dimension sheets showing detailed calculation of the quantities of items in the Bills of Quantities and soft copy of the Bills not later than three (3) months after the award of the tender.

* Delete if not applicable

(d) **Departmental Tender Estimate**

The CA or the Sub-Consultant on its behalf shall prepare an estimate of the cost of the Project based on detailed pricing of the Bills of Quantities. The estimated cost of the project shall be attested by a registered Quantity Surveyor and shall be submitted together with the priced Bills of Quantities to the GR under a confidential cover not later than seven (7) days before the closing date of the tender.

(e) **ATDA and Letter of Acceptance**

The ATDA and the Letter of Acceptance shall be submitted to the GR not later than three (3) days after the receipt of the instruction.

(f) **Contract Document**

The CA or the Sub-Consultant on its behalf shall submit the (1) original Contract Document and (2) certified true copy Contract Document to the GR for the signatory by the Officer empowered to sign the contract within sixty (60) days after the date of countersigned of the Letter of Acceptance (L.A) by the Main Contractor. The CA or the Sub-Consultant on its behalf shall prepare certified true copies of the Contract Documents and distribute the same to the relevant parties the soonest possible but in any case, shall not exceed ninety (90) days from the date of countersigned of the Letter of Acceptance (L.A) by the Main Contractor. The original Contract Document shall be delivered to the GR for the safe keeping.

(g) **Cost Analysis**

The CA or the Sub-Consultant on its behalf shall prepare and submit two (2) copies of Cost Analysis on accepted Contract Sum in an approved format not later than two (2) months from the date of signing Contract Document.

(h) **Interim Certificate**

The CA or the Sub-Consultant on its behalf shall submit to the Government eight (8) copies of the Interim Certificates in a format approved not later than three (3) working days after the date of valuation.

(i) **Variation Works**

The CA or the Sub-Consultant on its behalf shall prepare all necessary documentation in the approved format and submit to the Government not later than fourteen (14) days after the issuance of the Instruction for Variation Works. Measurements and valuation of the variation works must be prepared the soonest possible, as work progresses.

Adjustment to the Contract Sum must be made in the approved format, not later than two (2) weeks from the date of receipt of the variation work drawings or from the date of completion of the variation works, whichever is earlier.

(l) **Revised ATDA**

The CA or the Sub-Consultant on its behalf shall, if required by the Government, prepare and submit a report on the financial progress of the project and revise the ATDA within fourteen (14) days from the date of receipt of the instruction and all necessary information from other related parties.

(m) **Statement of Final Account and Final Certificate**

Statement of Final Account (SOFA) of the Contract must be finalised not later than six (6) months after the issuance of the Certificate of Practical Completion (CPC).

Final certificate must be submitted to the Government within three (3) months after the expiry of Defect Liability Period (DLP) for the whole of the works or three (3) months after the issue of Certificate of Making Good Defect (CMGD) whichever is later.

(n) **ACDA**

The CA or the Sub-Consultant on its behalf shall submit the ACDA to the Government not later than one (1) month from the date of the approval of the final certificate.

Appendix 2.6 – *Scope of Town Planning Services*

1.0 SCOPE OF CONSULTANCY SERVICES

1.1 The scope of consultancy is related to the planning permission for master plan or layout plan approval. The consultancy shall include obtaining relevant data and information necessary, inspection of site, consultation with relevant authorities, attendance at meetings related to the planning and finalisation of the layout as required by the client and relevant authorities.

1.2 The services also involve the preparation of related plans such as alternative concepts, site and surrounding development analysis plan in the formulation of a layout plan. The layout will include consideration for topography, natural and built environment, socio-economic impact, traffic impact, as well as planning for amenities and utilities.

1.3 The document of Laporan Cadangan Pemajuan (LCP) shall be prepared according to LCP Manual to support the submission to the authorities for application of planning permission for layout plan approval.

2.0 SCHEDULE OF PAYMENT

Bil	Stages of Payment	Percentage (%)
i.	Upon completion, approval and submission of detail layout plan to client	20
ii	Upon completion and submission of plans and LCP to relevant authority	50
iii	Upon receipt of Local Authority's comments/approval in principle	20
iv	Upon obtaining decision from authority	10

3.0 DELIVERABLES

The scope of Town Planning services to be carried out by the CA or the Sub-Consultant on its behalf shall comprise the following:

i) Site analysis and evaluation of proposed site and its surrounding areas.

ii) Concept plan illustrating the intended development of land.

iii) Detail layout plan illustrating land areas of each sub-divide lots/land-uses/development units and its sizes including government, public services and social amenity uses. It will also indicate the network of various dimensional hierarchy of roads and reserves.

iv) 'Laporan Cadangan Pemajuan' as the supporting document to justify the detail layout plan.

v) Preparation of all other documents required for submission by the relevant authority and coordinate submission requirements of all other technical departments required from the other consultants.

Appendix 2.7 – *Scope of Landscape Services*

1.0 SCOPE OF CONSULTANCY SERVICES

The scope of Landscape Architectural services to be carried out by the CA or the Sub-Consultant on its behalf shall comprise the following:

i) Schematic Design Phase

- To interpret and review the project brief, client's needs and authority requirement
- To prepare the schematic design and perspectives for client approval.
- To collaborate with other consultants appointed in preparing and submitting the drawings to local authority for planning approval

ii) Design Development Phase

- Upon approval by the client and local authority, finalize detail design development.
- Preparing complete working drawings and details drawing with specification for the implementation of the Project.

iii) Contract Documentation Phase

- Preparing tender drawings, details, specifications and other particulars necessary for updating and finalising Bill of Quantities/estimates of construction cost.

iv) Contract Administration & Supervision Phase

- Preparing construction drawings and providing all information to Contractor to enable the contractor to proceed with construction.
- Supervising and inspecting the works on site to ensure that the works are being executed in accordance with the contract.

2.0 SCHEDULE OF PAYMENT

Bil	Stages of Payment	Percentage (%)
1.	Schematic Design Phase	15
2.	Design Development Phase	30
3.	Contract Documentation Phase	25
4.	Contract Administration & Supervision Phase	30

3.0 DELIVERABLES

The deliverables to be provided by Landscape Architect Consultant are as follows:

i) Schematic Design Phase

- Approved Schematic Drawings (100 scale) by client
- Perspective drawing presentation to client, if necessary
- Submission drawings to Local Authorities for planning permission/ Development Order (D.O)

ii) Design Development Phase

- Drawings complete with specifications

iii) Contract Documentation Phase

- Tender drawings and detail drawings including the list of drawings

iv) Contract Administration & Supervision Phase

- Construction drawings
- Submission on Form G21 for obtaining CCC

SEKSYEN I : BAHAGIAN D
(TAJUK TENDER)

Appendix 3 – *Guide to Provision Number of Supervision Staff*

Agensi Kerajaan hendaklah menyediakan dan melampirkan dokumen yang berkaitan.

SEKSYEN I : BAHAGIAN E

Ringkasan Projek

Agensi Kerajaan hendaklah menyediakan dan melampirkan ringkasan projek yang berkaitan.

SEKSYEN II : BAHAGIAN A

Cadangan Teknikal Perunding

Dokumen-Dokumen Yang Perlu Dikemukakan Oleh Perunding Sebagai Cadangan Teknikal

1. Cadangan Teknikal Oleh Perunding Utama

(a) Salinan Akuan Pendaftaran Firma Perunding yang dikeluarkan oleh Kementerian Kewangan Malaysia mengikut Kod Bidang bagi **Perunding Utama** dan setiap **Sub Perunding**

(b) Salinan Sijil pendaftaran yang dikeluarkan oleh Lembaga Profesional bagi **Perunding Utama** dan setiap **Sub Perunding**

(c) Salinan Pendaftaran Cukai Perkhidmatan dengan Jabatan Kastam Diraja Malaysia bagi **Perunding Utama** dan setiap **Sub Perunding**

(d) Borang-Borang seperti berikut;

Borang A	Akuan Kebenaran Perkongsian Maklumat dan Pengesahan Maklumat oleh Perunding **Utama** dan setiap **Sub Perunding**
Borang B	Surat Akuan Perunding **Utama** dan setiap **Sub Perunding** Berkenaan Rasuah
Borang C1	Surat Akuan Perunding Bebas daripada Tindakan Tatatertib Lembaga Profesional/Sabitan Jenayah/Pakatan Harga yang berkaitan oleh **Perunding Utama** dan **Sub Perunding**
Borang C2	Surat Akuan Sub Perunding Tidak Menyertai Tender dengan Perunding Utama Lain Dalam Tender Yang Sama
Borang D	Surat Akuan Perunding Utama untuk Melaksanakan Program Protégé
Borang E	Senarai Pengalaman Perunding Utama
Borang F	Senarai Kakitangan Teknikal Perunding Utama
Borang G	Senarai Nama Dan Maklumat Am Perunding Utama Dan Sub Perunding Mengikut Bidang
Borang H	Cadangan Jadual Pelaksanaan Perkhidmatan Perunding
Borang J	Cadangan Kaedah Pelaksanaan Perkhidmatan Perunding
Borang K	Program Kepastian Kualiti Perunding Utama
Borang L	Cadangan Carta Organisasi Pasukan Perunding Utama dan Sub Perunding

Nota : Borang A – L hendaklah diisi dan dilengkapkan dengan sempurna selaras dengan Terma Rujukan Tender ini.

(e) Profil Syarikat

(f) *Curriculum Vitae* (CV) Kakitangan Profesional (Termasuk Pemilik Firma) yang mengandungi maklumat-maklumat di antaranya seperti berikut :

- Tempoh Pengalaman Profesional;
- Kelulusan Akademik/Sijil Profesional;
- Tahun Kelulusan Akademik/Sijil Profesional yang diperolehi;
- Pendaftaran dengan Lembaga Profesional (sekiranya berkaitan);
- Pengalaman Melaksanakan Projek/Kajian sama ada dalam Negara atau luar negara;

(g) Salinan PENYATA AKAUN BANK bagi dua belas (12) bulan yang disahkan oleh Pengurus Cawangan bank berkenaan sebelum tarikh tutup tender; atau

(h) Salinan PENYATA KEWANGAN TAHUNAN SYARIKAT yang telah diaudit dan disahkan oleh Juruaudit Bertauliah atau Setiausaha Syarikat Berlesen bagi tiga (3) tahun terkini dari tahun tutup tender.

Dokumen (a) – (h) hendaklah disusun sepertimana senarai di atas dan dijilidkan serta dimasukkan ke dalam satu (1) sampul dan ditandakan dengan Nama Projek, Cadangan Teknikal dan Perunding Utama.

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang A – Akuan Kebenaran Perkongsian Maklumat Dan Pengesahan Maklumat Oleh Perunding
(Tajuk Tender)

Untuk diisi oleh Perunding Utama dan Sub Perunding Secara Berasingan

Kebenaran Ke Atas Perkongsian Maklumat Firma

Dengan mengemukakan borang ini, pihak tuan telah membenarkan perkongsian maklumat firma tuan dengan Kerajaan Malaysia. Maklumat tersebut akan diguna pakai dalam membuat penilaian ke atas tawaran firma tuan.

Perakuan

Perakuan ini merangkumi kesemua maklumat yang dikemukakan di dalam borang ini dan maklumat yang dikemukakan di dalam dokumen tender berserta lampiran jadual dan dokumen sokongan.

(i) Senarai lampiran dan dokumen sokongan adalah seperti berikut:
(sila nyatakan kesemua lampiran dan dokumen sokongan)

No.	Nama lampiran/dokumen sokongan	No. Lampiran/muka surat

(ii) Saya memperakui bahawa kesemua maklumat yang dikemukakan adalah benar, lengkap dan tepat;

(iii) Saya jelas akan bahawa firma saya akan disingkirkan daripada menyertai tender ini sekiranya didapati kenyataan/maklumat/dokumen yang dikemukakan adalah palsu; dan

(iv) Saya sedar akan bahawa setelah borang yang lengkap dan ditandatangani ini diserahkan, ia akan menjadi sebahagian daripada tawaran dan akan digunakan sebagai bukti ke atas perakuan ini.

Perakuan penuh

Saya, ... dengan ini memperakui dengan sepenuhnya bahawa semua maklumat dan dokumen yang disertakan bersama tawaran ini adalah benar, lengkap dan tepat, dan perakuan ini dibuat sepenuhnya dengan suci hati serta ia adalah bersamaan dengan perakuan bersumpah.

Saya juga dengan ini memberi kebenaran kepada pihak Kerajaan untuk membuat pengesahan dengan Bank Negara dan Juruaudit Bertauliah/Bank berkaitan kesahihan Penyata Kewangan/Penyata Bank.

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Saya sedar dan akur bahawa jika melalui pengesahan dengan Juruaudit Bertauliah/ Bank didapati terdapat unsur pemalsuan dokumen atau salah nyataan maklumat, Kerajaan boleh mengambil tindakan seperti berikut:

(a) Tidak akan mempertimbangkan tawaran saya (jika di peringkat pra-kontrak) atau menamatkan kontrak (jika di peringkat pasca-kontrak);

(b) Melapor kepada polis untuk diambil tindakan sekiranya didapati berlaku pemalsuan/ salah nyataan dengan niat mempengaruhi keputusan Kerajaan untuk mempertimbangkan tawaran perunding;

(c) Melapor kepada Pihak Berkuasa (MOF/Lembaga Profesional) untuk diambil tindakan tatatertib; dan

(d) MOF menyenarai hitamkan syarikat saya daripada menyertai mana-mana tender Kerajaan di masa akan datang.

Tandatangan : .....
Ditandatangan oleh penama dalam Akuan Pendaftaran Firma Perunding dengan Kementerian Kewangan
Nama wakil & jawatan : .....
Cap firma : .....
Tarikh : .....

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang B – Akuan Perunding Berkenaan Rasuah
(Tajuk Tender)

Untuk diisi oleh Perunding Utama dan Sub Perunding Secara Berasingan

Saya ..... nombor K.P ..... yang mewakili ..... nombor Pendaftaran..... adalah Perunding Utama/Sub Perunding kepada ……..……* dengan ini mengisytiharkan bahawa saya atau mana-mana individu yang mewakili syarikat ini tidak akan menawar atau memberi rasuah kepada mana-mana individu dalam **Nama Agensi** atau mana-mana individu lain, sebagai ganjaran untuk dipilih dalam tender di atas.

2. Sekiranya saya atau mana-mana individu yang mewakili syarikat ini didapati bersalah menawar atau memberi rasuah kepada mana-mana individu dalam **Nama Agensi** atau mana-mana individu lain sebagai ganjaran mendapatkan tender seperti di atas, maka saya sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil:

2.1 Penarikan balik tawaran kontrak bagi tender di atas; atau
2.2 Penamatan kontrak bagi tender di atas; dan
2.3 Lain-lain tindakan mengikut peraturan perolehan Kerajaan yang berkuat kuasa.

3. Sekiranya terdapat mana-mana individu cuba meminta rasuah daripada saya atau mana-mana individu yang berkaitan dengan syarikat ini sebagai ganjaran mendapatkan tender seperti di atas, maka saya berjanji akan dengan segera melaporkan perbuatan tersebut kepada pejabat Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran.

Yang Benar,

.....
Nama :
No. KP :

Ditandatangan oleh penama dalam Akuan Pendaftaran Firma Perunding dengan Kementerian Kewangan

Cap Firma :

Catatan : i) * Potong mana yang tidak berkaitan.

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang C1 – Akuan Perunding Bebas Daripada Tindakan Tatatertib Oleh Lembaga Profesional/Sabitan Jenayah/Pakatan Harga

Untuk diisi oleh Perunding Utama dan Sub Perunding Secara Berasingan

(Tajuk Tender)

Saya ..... nombor K.P ..... yang mewakili ..... nombor Pendaftaran..... adalah Sub Perunding kepada Perunding Utama …….. dengan ini mengisytiharkan bahawa saya dan syarikat ini adalah bebas dari perkara-perkara berikut:

(a) Sebarang tindakan tatatertib oleh Lembaga Profesional yang memantau amalan saya dan syarikat ini di bawah sijil/permit yang dikeluarkan oleh **Lembaga Arkitek/Jurutera/Juruukur Bahan* Malaysia**;
(b) Sabitan kesalahan jenayah oleh Mahkamah;
(c) Kesalahan pakatan harga oleh Suruhanjaya Persaingan Malaysia (MyCC)

2. Sekiranya saya atau syarikat ini didapati memalsukan pengakuan bebas dari tindakan tatatertib seperti di atas, maka saya sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil:

2.1 Tawaran daripada syarikat ini tidak akan dinilai/dipertimbangkan;
2.2 Penarikan balik tawaran kontrak bagi tender di atas; atau
2.3 Penamatan kontrak bagi tender di atas; dan
2.4 Lain-lain tindakan mengikut peraturan perolehan Kerajaan yang berkuat kuasa.

Yang Benar,

.....
(Nama dan No. KP)
Ditandatangan oleh penama dalam Akuan Pendaftaran Firma Perunding dengan Kementerian Kewangan

Cop Syarikat :

Catatan : i) * Potong mana yang tidak berkaitan.

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang C2 – Akuan Sub Perunding Tidak Menyertai Tender Dengan Perunding Utama Lain Dalam Projek Yang Sama

Untuk diisi oleh Sub Perunding sahaja

1(a) * Saya ..... nombor K.P .....yang mewakili ..... nombor Pendaftaran ..... dengan ini mengisytiharkan bahawa saya dan syarikat ini tidak menyertai tender ini dengan pihak lain dan hanya mengemukakan satu (1) Cadangan Tawaran sebagai Sub Perunding kepada Perunding Utama iaitu……..

1(b) * Saya ..... nombor K.P ..... yang mewakili ..... nombor Pendaftaran ..... dengan ini mengisytiharkan bahawa saya dan syarikat ini tidak menyertai lebih daripada tiga (3) tender ini dengan pihak lain.
(sekiranya Jabatan mendapati bidang sub perunding yang diperlukan tidak mencukupi dalam pasaran, sub perunding dibenarkan untuk menyertai tidak lebih daripada tiga (3) tender sebagai sub perunding dengan perunding utama yang berlainan bagi tender yang sama)

2. Sekiranya saya atau syarikat ini didapati memalsukan pengakuan seperti di atas, maka saya sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil:

2.1 Tawaran daripada syarikat ini tidak akan dinilai/dipertimbangkan;
2.2 Lain-lain tindakan mengikut peraturan perolehan Kerajaan yang berkuat kuasa.

Yang Benar,

.....
(Nama dan No. KP)
Ditandatangan oleh penama dalam Akuan Pendaftaran Firma Perunding dengan Kementerian Kewangan

Cap Syarikat :

Catatan : i) * *Pilih 1(a) atau 1(b) dan potong yang mana tidak berkenaan.* ii) ** *Ditandatangan oleh penama dalam Akuan Pendaftaran Firma Perunding dengan Kementerian Kewangan.*

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang D – Akuan Perunding Utama Untuk Melaksanakan Program *Professional Training And Education For Growing Entrepreneurs* (Protégé)

Untuk diisi oleh Perunding Utama sahaja

Kepada (Agensi)

.....
.....

Tender : (Tajuk)
.....
.
.....

Saya..... nombor kad pengenalan..... yang mewakili syarikat. ..... nombor pendaftaran. ..... *MOF/CIDB) dengan ini mengisytiharkan bahawa saya akan melaksanakan program *Professional Training And Education For Growing Entrepreneurs* (PROTÉGÉ) jika dipilih untuk tender ini mengikut had nilai ambang (*threshold value*) dan bilangan minimum peserta program PROTÉGÉ seperti yang ditetapkan di dalam syarat tender.

2. Sekiranya saya tidak melaksanakan program PROTÉGÉ mengikut had nilai ambang (*threshold value*) dan bilangan minimum peserta setelah dipilih untuk tender ini, maka Kerajaan boleh mengambil tindakan ke atas syarikat saya berdasarkan syarat/klausa kontrak dan syarikat saya mungkin tidak akan dipertimbangkan untuk tender perolehan kerajaan pada masa yang akan datang.

Yang Benar,

.....
(**Nama dan No. Kad Pengenalan**)

Cop Syarikat:

Catatan : i) *Potong mana yang tidak berkaitan
ii) Surat Akuan ini hendaklah ditandatangani oleh hanya penama di Akuan Pendaftaran Firma Perunding dengan Kementerian Kewangan

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang E – Senarai Pengalaman Perunding Utama

SENARAI PROJEK KERAJAAN & SWASTA SEDANG DILAKSANAKAN / YANG TELAH SIAP DALAM TEMPOH TIGA (3) TAHUN TERKINI								
BIL	NAMA PROJEK	NILAI KONTRAK (RM)	SKOP PERKHIDMATAN PERUNDING*	JUMLAH YURAN PERUNDING (RM)	TEMPOH PERKHIDMATAN **	TARIKH		NAMA DAN ALAMAT MAJIKAN
						MULA	SIAP	
A	SENARAI PROJEK SEDANG DILAKSANA							
B	SENARAI PROJEK YANG TELAH SIAP							

* PRA & POS KONTRAK ATAU PRA-KONTRAK ATAU POS KONTRAK ATAU LAIN-LAIN (NYATAKAN)
** TEMPOH PERKHIDMATAN HENDAKLAH TERMASUK LANJUTAN MASA YANG DILULUSKAN

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang F – Senarai Kakitangan Teknikal Perunding Utama

(TAJUK TENDER)

BUTIR-BUTIR KAKITANGAN TEKNIKAL PERUNDING UTAMA										
BIL	**i. NAMA ii. NO KAD PENGENALAN ***	**UMUR**	**STATUS (TETAP/ SEMENTARA) ****	**KELULUSAN AKADEMIK *****	**TAHUN LULUS**	**PENGALAMAN DALAM BIDANG BERKAITAN (TAHUN)**	**PENDAFTARAN DENGAN BADAN PROFESIONAL ********	**TARIKH DIAMBIL BEKERJA**	**JAWATAN YANG DISANDANG/ TUGAS SEMASA**	**PENGALAMAN LEPAS i. Jawatan Disandang ii. Nama Projek iii.Majikan iv.Tempoh Bekerja v. Dalam / Luar Negeri **********

* SILA SERTAKAN SALINAN PENYATA CARUMAN KWSP BAGI BULAN CARUMAN TERAKHIR DAN BORANG 'A' YANG MENGANDUNGI NAMA SETIAP KAKITANGAN TEKNIKAL

** KAKITANGAN YANG BERKHIDMAT DENGAN FIRMA TERSEBUT KURANG DAN SATU (1) TAHUN ADALAH DIKIRA SEBAGAI KAKITANGAN SEMENTARA

*** SILA SERTAKAN SALINAN SIJIL KELULUSAN

**** SILA SERTAKAN SALINAN SIJIL KEAHLIAN LEMBAGA-LEMBAGA PROFESIONAL

***** SILA SERTAKAN CV

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang G – Senarai Nama dan Maklumat Am Perunding Utama dan Sub Perunding Mengikur Bidang

(Tajuk Tender)

BIL.	KOD & BIDANG Diisi oleh Pejabat yang menyedia tender	NAMA PERUNDING	ALAMAT PERUNDING UTAMA & SUB PERUNDING	NO. TELEFON NO. FAKS EMEL	NO. PENDAFTARAN JABATAN KASTAM DIRAJA MALAYSIA (JKDM)
PERUNDING UTAMA :					
1.	KOD : BIDANG :				
SUB PERUNDING :					
2.	KOD : BIDANG :				
3.	KOD : BIDANG :				
4.	KOD : BIDANG :				
5.	KOD : BIDANG :				
6.	KOD : BIDANG :				

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang H – Senarai Nama dan Maklumat Am Perunding Utama dan Sub Perunding Mengikur Bidang

(TAJUK TENDER)

Nota : Senarai aktiviti pelaksanaan secara terperinci dengan menggunakan Microsoft Office Project diberi keutamaan berdasarkan Terma Rujukan

CONTOH :

BIL	PERINGKAT PENGEMUKAAN *DELIVERABLES*	SENARAI AKTIVITI YANG TERLIBAT	TEMPOH PELAKSANAAN AKTIVITI	TARIKH MULA AKTIVITI	TARIKH AKHIR AKTIVITI

OR

GANTT CHART

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang J – Cadangan Kaedah Pelaksanaan Perkhidmatan Perunding

(TAJUK TENDER)

RANGKA KERJA PELAKSANAAN PROJEK		
AKTIVITI YANG DICADANGKAN DALAM PELAKSANAAN PROJEK MENGIKUT TERMA RUJUKAN (TERMASUK AKTIVITI SUB PERUNDING)	**AKTIVITI PEMANTAUAN OLEH PERUNDING UTAMA DAN SUB PERUNDING**	**PELAPORAN OLEH PERUNDING UTAMA DAN SUB PERUNDING**

Nota : Senaraikan program berdasarkan peringkat-peringkat perkhidmatan yang ditawarkan oleh perunding

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang K – Program Kepastian Kualiti Perunding Utama

(TAJUK TENDER)

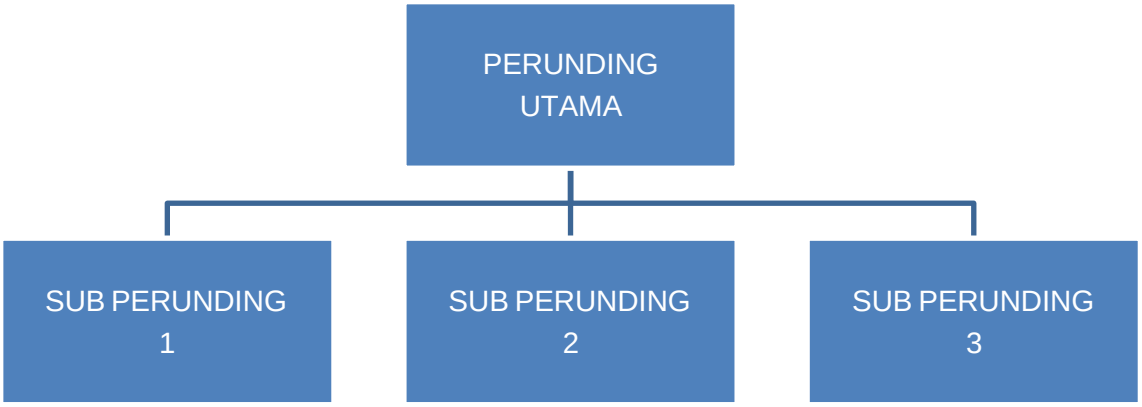
PENSIJILAN YANG DIPEROLEHI		
JENIS PENSIJILAN **CONTOH : ISO**	**STATUS PENSIJILAN DAN PENGESAHAN ORGANISASI YANG BERTANGGUNGJAWAB MEMPERAKUI SIJIL TERSEBUT**	**SALINAN SIJIL**

SEKSYEN II : BAHAGIAN A
(TAJUK TENDER)

Borang L – Cadangan Carta Organisasi Pasukan Perunding Utama dan Sub Perunding

(TAJUK TENDER)

CONTOH:



Carta Organisasi hendaklah mengandungi maklumat mengenai peranan dan tanggungjawab setiap kakitangan Perunding Utama dan Sub Perunding

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

SEKSYEN II : BAHAGIAN B

Borang Tender

KERAJAAN MALAYSIA

JABATAN KERJA RAYA

BORANG TENDER UNTUK PERKHIDMATAN PERUNDING UTAMA

TENDER BAGI :

PERUNDING UTAMA BAGI PROJEK

.....

.....

Kepada:

(Pihak menerima tender)

TUAN,

Di bawah dan tertakluk kepada Syarat-Syarat Membuat Tender yang dilampirkan bersama ini, yang bertandatangan di bawah ini adalah dengan ini menawarkan untuk memberi perkhidmatan perundingan sebagai Perunding Utama seperti yang ditunjuk, diperihal dan dimaksudkan dalam, atau yang hendaklah difahamkan daripada Dokumen Tender, yang hendaklah diberi perkhidmatan oleh pihak Perunding Utama, dengan menepati Dokumen Tender tersebut bagi jumlah wang pukal yang disebutkan di bawah ini.

2. Yang bertandatangan di bawah ini bersetuju menjadi terikat dengan *Consultancy Services Agreement* dan Jadual Ringkasan Kos Perkhidmatan Perunding yang terletak harganya dan/atau Terma Rujukan tersebut.

3. Dan selanjutnya, yang bertandatangan di bawah ini bersetuju memberikan perkhidmatan sebagaimana yang ditetapkan dalam perjanjian itu dalam tempoh masa **……** ~~hari~~/minggu/bulan* dari Tarikh Mula Perkhidmatan atau dalam apa-apa tempoh lanjutan masa yang dibenarkan dalam *Consultancy Services Agreement.*

4. Jumlah amaun Tender ini yang merupakan Kos Perkhidmatan Perunding adalah sebanyak Ringgit Malaysia: ..... *(dalam angka).*

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

5. Bahawasanya adalah diketahui bahawa Kerajaan sentiasa berhak menyetujuterima atau menolak Tender ini, sama ada ianya lebih rendah atau lebih tinggi daripada tender-tender yang lain, atau sama amaunnya. Yang bertandatangan di bawah ini bersetuju yang Tender ini akan berterusan sah dan tidak akan ditarik balik dalam tempoh Seratus Dua Puluh (120) hari dari tarikh akhir yang ditetapkan bagi penyerahan tender dan bersetuju bahawa tiada apa-apa had, syarat atau janjian lain akan dikenakan oleh kami selepas tarikh tersebut.

6. Yang bertandatangan di bawah ini mengambil maklum bahawa tiada perkhidmatan boleh dibuat melainkan jika petender yang berjaya telah mengemukakan kepada Kerajaan dokumen-dokumen berikut:

(a) suatu polisi Insurans Tanggung Rugi Profesional yang diambil atas nama petender yang berjaya;

(b) jadual pelaksanaan perkhidmatan perunding yang muktamad; dan

(c) senarai nama kakitangan perunding (terdiri daripada kakitangan Perunding Utama dan sub perunding) yang terlibat dalam projek ini berserta peranan masing-masing,

tidak melebihi *14/30 hari dari tarikh pengakuan penerimaan Surat Setuju Terima oleh petender yang berjaya. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan, boleh mengakibatkan Surat Setuju Terima terbatal dan Kerajaan tidaklah dengan apa-apa cara jua bertanggungan terhadap petender yang berjaya melainkan jika penepian bertulis diberikan oleh orang yang diberi kuasa, bagi perkhidmatan yang perlu dibuat dengan segera atau serta-merta apabila kelewatan itu akan memudarat dan menjejaskan perkhidmatan dan kepentingan awam.

7. Yang bertandatangan di bawah ini dengan ini juga bersetuju bahawa Borang Tender ini berserta Surat Setuju Terima akan menjadi kontrak yang mengikat antara Kerajaan dan petender yang berjaya. Satu dokumen kontrak akan ditandatangani dengan memasukkan semua terma sebagaimana dokumen tender.

8. Yang bertandatangan di bawah ini mengesahkan, selepas menyemak sendiri, bahawa Dokumen Tender Perunding yang digunakan oleh yang bertandatangan di bawah ini untuk menyusun Tender ini adalah salinan-salinan sebenar yang dimasukkan dalam Dokumen Meja Tender Perunding.

9. Yang bertandatangan di bawah ini bersetuju bahawa:

(a) jika Tender ini ditarik balik sebelum tamatnya Tempoh Sah Laku Tender atau apa-apa tempoh lanjutan; atau

(b) jika yang bertandatangan di bawah ini mengenakan apa-apa had, syarat atau janjian tambahan kepada Tender ini selepas tarikh akhir yang ditetapkan bagi penyerahan tender; atau

(c) jika sekiranya Tender telah disetujuterima, yang bertandatangan di bawah ini enggan dan tidak melaksanakan Perjanjian Kontrak yang formal sebagaimana dikehendaki oleh *Consultancy Services Agreement* atau tidak meneruskan perkhidmatan;

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

Bertarikh pada ……. haribulan…….

Tandatangan Petender

Nama Penuh: ……...

Atas sifat: ……

yang diberikuasa dengan sempumanya untuk menandatangani Tender ini untuk dan bagi pihak:

.....
Meterai atau cap Petender

Saksi: ..... ……

Nama Penuh: …….....

Pekerjaan: …….....

Alamat: ……

...…….

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

SYARAT-SYARAT MEMBUAT TENDER

1. (a) Petender mestilah menyerahkan, dalam satu (1) bungkusan/kotak yang dialamatkan sebagaimana ditetapkan dalam Iklan Tender, suatu tender yang sah dalam Borang Tender yang diperuntukkan, bersama dengan Jadual Ringkasan Kos Perkhidmatan Perunding yang diisi dan ditandatangani dengan sempurnanya. Borang Tender yang tidak lengkap atau tidak bertandatangan akan ditolak.

   (b) Petender hendaklah meletakkan harga dalam Jadual Ringkasan Kos Perkhidmatan Perunding yang hendaklah diisi dengan dakwat dan ditandatangani dengan sempurnanya oleh petender.

2. Jika mana-mana petender:

   (a) menarik balik tendernya sebelum tamat Tempoh Sah Laku Tender atau apa-apa tempoh lanjutan; atau

   (b) mengenakan had, syarat atau janjian tambahan selepas tarikh akhir yang ditetapkan bagi penyerahan tender (dan dalam hal yang sedemikian ianya hendaklah disifatkan sebagai penarikan balik tender ini); atau

   (c) jika sekiranya tender telah disetujuterima, enggan dan tidak melaksanakan Perjanjian Kontrak yang formal atau tidak meneruskan perkhidmatan,

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

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

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

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

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

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

5. (a) Jika sekiranya petender mendapati ada percanggahan di dalam Dokumen Tender, petender hendaklah dengan serta merta merujuk kepada Pejabat yang memanggil Tender. yang akan menyelesaikan dan/atau mengarahkan yang mana perlu diikuti. Penyelesaian atau arahan tersebut yang mengubah/menambah kandungan dokumen tender hanya sah jika dibuat dalam bentuk Adendum secara rasmi.

(b) Sebelum tarikh tutup tender, pejabat yang memanggil tender boleh mengeluarkan Adendum untuk meminda sebahagian atau keseluruhan Dokumen Tender. Setiap adendum yang dikeluarkan akan diedarkan kepada perunding dan menjadi sebahagian daripada Dokumen Tender. Bukti penerimaan adendum hendaklah dikembalikan oleh perunding melalui Borang Bukti Penerimaan yang disertakan bersama-sama adendum dengan kadar segera. Setiap adendum yang diterima oleh perunding hendaklah disertakan bersama-sama dokumen tender. Kegagalan berbuat demikian akan menyebabkan tender berkenaan ditolak.

6. Petender hendaklah disifatkan telah memeriksa, meneliti tapakbina dan sekitarnya serta telah menentukan sebelum menyerahkan tendernya tentang risiko, luarjangka dan segala hal keadaan keperluan khusus projek.

7. Tender hendaklah terus sah selama tempoh Seratus Dua Puluh (120) hari dari tarikh tutup tender sebagaimana yang ditetapkan dalam Iklan Tender (dalam Syarat-Syarat Membuat Tender ini disebut "Tempoh Sah Laku Tender") dan tempoh ini boleh dengan persetujuan bersama dilanjutkan jika dan apabila perlu.

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

9. Petender yang berjaya (jika ada) hendaklah diberitahu tentang tendernya dengan surat (disebut "Surat Setuju Terima") dalam Tempoh Sah Laku Tender atau apa-apa tempoh lanjutan.

10. Tiada perkhidmatan boleh dibuat melainkan jika petender yang berjaya telah mengemukakan kepada Kerajaan dokumen-dokumen berikut:

(a) suatu polisi Insurans Tanggung Rugi Profesional yang diambil atas nama petender yang berjaya;

(b) jadual pelaksanaan perkhidmatan perunding yang muktamad; dan

(c) senarai nama kakitangan perunding (terdiri daripada kakitangan Perunding Utama dan sub perunding) yang terlibat dalam projek ini berserta peranan masing-masing,

tidak melebihi *14/30 hari dari tarikh pengakuan penerimaan Surat Setuju Terima ini oleh petender yang berjaya. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan, boleh mengakibatkan Surat Setuju Terima terbatal dan Kerajaan tidaklah dengan apa-apa cara jua bertanggungan terhadap petender yang berjaya melainkan jika penepian bertulis diberikan oleh orang yang diberi kuasa, bagi perkhidmatan yang perlu dibuat dengan segera atau serta-merta apabila kelewatan itu akan memudarat dan menjejaskan perkhidmatan dan kepentingan awam.

11. Semua borang-borang yang dilampirkan kepada Dokumen Tender hendaklah diisi dan diserahkan oleh petender berserta dengan tendernya.

12. Tiap-tiap notis yang hendak diberi kepada petender bolehlah dipos, diemel, atau difaks ke alamatnya, alamat emel atau no faks yang dinyatakan dalam tender ini dan tindakan sedemikian hendaklah disifatkan sebagai penyampaian yang sempurna akan notis tersebut.

13. Perkataan "petender yang berjaya" hendaklah bererti bahawa petender yang mana tendernya telah diluluskan dan disetuju terima oleh Kerajaan.

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

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

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

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

Jadual Ringkasan Kos Perkhidmatan Perunding

BIL	HURAIAN KOMPONEN DAN SUBKOMPONEN	PERUNDING UTAMA	SUB PERUNDING (Bidang sub perunding tertakluk kepada keperluan projek)				
		Cth: **ARKITEK**	**AWAM / STRUKTUR**	**UKUR BAHAN**	**MEKANIKAL**	**ELEKTRIK**	**LANSKAP**
	YURAN PERUNDING:						
1	Perkhidmatan Asas	20,000,000.00					
2	Perkhidmatan Tambahan (merujuk kepada peruntukan TOR)						
3	Penyeliaan Tapak						
A	JUMLAH YURAN PERUNDING (RM)						
	KOS IMBUHAN BALIK:						
1	Kos Pengangkutan / Perjalanan						
	i. Tiket Penerbangan						
	ii. Tuntutan Perjalanan Kenderaan						
2	Elaun Penginapan Dan Sara Hidup						
3	Kos Perhubungan						
4	Kos Dokumentasi Dan Penyediaan Laporan						
B	JUMLAH KOS IMBUHAN BALIK (RM)						
	JUMLAH A+B						
	KOS PERKHIDMATAN PERUNDING (RM) (Kos Keseluruhan Perunding Utama dan Semua Sub Perunding)						RM

Nota Penting :

1) Setiap butiran komponen dan sub komponen hendaklah dihargakan.
2) Nilai Kos Perkhidmatan Perunding hendaklah dibawa ke Borang Tender.

Tandatangan Perunding Utama

Nama:

Atas sifatnya sebagai:
Cap Perunding Utama
Tarikh :

Tandatangan Saksi

Nama:

Atas sifatnya sebagai:

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

Cadangan Kos Perkhidmatan Perunding

A. PENYEDIAAN CADANGAN KOS OLEH PERUNDING UTAMA

1. Definisi Kos Perkhidmatan Perunding

Kos Perkhidmatan Perunding adalah kos yang terdiri daripada **Yuran Perunding** dan **Kos Imbuhan Balik.**

2. Yuran Perunding

2.1 Kerajaan telah memutuskan kaedah bayaran ke atas perkhidmatan perunding secara Yuran Tetap (Fixed Fee) bagi projek pembangunan fizikal di mana yuran perunding (sama ada bagi skop perkhidmatan asas / tambahan / khas) adalah tetap sepanjang pelaksanaan projek sehingga projek siap. Yuran perunding yang telah dipersetujui tidak boleh berubah berdasarkan nilai kontrak akhir.

2.2 Skala Yuran Piawai (Scale of Fees – SOF) tidak lagi terpakai untuk semua projek fizikal Kerajaan mulai 15 September 2016. Walaubagaimanapun, SOF tersebut boleh digunakan sebagai panduan sahaja dan Kerajaan tidak terikat untuk membuat bayaran yuran perunding berdasarkan pematuhan kepada SOF.

2.3 Bagi tujuan pengiraan Yuran Perunding semasa tawaran harga dikemukakan kepada Kerajaan, perunding hendaklah menentukan yurannya berdasarkan mekanisma pengiraan yang kompetitif selain daripada SOF dengan mengambilkira faktor-faktor lain yang dijangka perlu dihargakan dalam yurannya.

2.4 Penetapan Yuran Perunding secara pukal tanpa butiran kos adalah TIDAK DIBENARKAN.

3. Kos Imbuhan Balik

3.1 Kos Imbuhan Balik adalah lain-lain perbelanjaan (selain daripada Yuran Perunding) yang dibuat oleh perunding mengikut keperluan sesuatu projek. Kos Imbuhan Balik merupakan perbelanjaan sebenar yang dibuat oleh pihak perunding tertakluk kepada syarat-syarat yang ditetapkan oleh Kementerian Kewangan dalam Pekeliling Perbendaharaan Malaysia PK3.2.

3.2 Kadar imbuhan balik hendaklah tidak melebihi kadar yang telah ditetapkan oleh Kementerian Kewangan. Bagi tujuan mengemukakan harga tawaran untuk imbuhan balik, perunding tidak dibenarkan untuk meminda butiran seperti yang telah ditetapkan dalam format yang dilampirkan.

3.3 Panduan dan contoh penyediaan anggaran boleh dirujuk di Lampiran A di mana perunding adalah tidak terikat untuk mematuhi panduan dan contoh tersebut.

4. Cukai Perkhidmatan

4.1 Cukai Perkhidmatan ke atas kos perunding (yuran perunding dan kos imbuhan balik) berdasarkan kadar peratusan yang ditetapkan di bawah Akta Cukai Perkhidmatan 2018 yang mana cukai tersebut akan dibayar oleh Agensi kepada Jabatan Kastam Diraja Malaysia (JKDM) melalui perunding yang berdaftar dengan JKDM; dan

4.2 Cukai Pegangan ke atas kos perunding berdasarkan kadar peratusan yang ditetapkan di bawah Akta Cukai Pendapatan 1967 yang mana cukai tersebut akan dibayar oleh Agensi kepada Lembaga Hasil Dalam Negeri (LHDN) sekiranya perunding asing tersebut dilantik oleh Agensi atau cukai pegangan tersebut akan dibayar oleh firma jika perunding asing tersebut dilantik oleh firma tempatan.

4.3 Kos keseluruhan perkhidmatan perunding yang ditawarkan hendaklah **TIDAK TERMASUK** cukai perkhidmatan di dalam cadangan kos ini.

4.4 Kerajaan akan menyediakan peruntukan Cukai Perkhidmatan bagi tujuan pembayaran perkhidmatan yang telah dilaksanakan.

B. DOKUMEN YANG PERLU DIKEMUKAKAN OLEH PERUNDING UTAMA

1. Perunding dikehendaki melengkapkan dan mengemukakan dokumen-dokumen berikut dalam tawarannya iaitu:

   1.1 Borang Tender
   1.2 Jadual Ringkasan Kos Perkhidmatan Perunding

2. Dokumen Cadangan Kos ini hendaklah dimasukkan dalam satu (1) sampul dan ditandakan dengan Nama Projek dan Cadangan Kos.

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

Lampiran A (Panduan Penyediaan Anggaran Kos Imbuhan Balik)

Bil.	Peringkat Pelaksanaan	Penglibatan Pegawai	Butiran Kerja	Kekerapan / Bilangan	Catitan / Asas Pengiraan / Tuntutan
1.	Pra-Kontrak	Prinsipal	Mesyuarat di Ibu Pejabat JKR	2 kali sebulan	<u>KOS PENGANGKUTAN/PERJALANAN</u> i. a. Tiket penerbangan; b. Lain-lain perbelanjaan seperti tambang teksi, tol, parkir dan lain-lain; c. Tuntutan perjalanan kenderaan (dihadkan kepada perjalanan jarak dekat sahaja); d. Tambang teksi (anggaran tidak melebihi RM1,000.00 sebulan; dan e. Sewa kenderaan (hanya sekiarnya terdapat keperluan khusus mengikut keperluan projek. ii. <u>ELAUN PENGINAPAN DAN SARA HIDUP</u> a. Sewa hotel / lojing layak jika menjalankan tugas rasmi di luar kawasan (melebihi 25km dari pejabat firma) mengikut kadar maksimum yang dibenarkan; b. Elaun makan; dan c. Elaun harian.

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

Bil.	Peringkat Pelaksanaan	Penglibatan Pegawai	Butiran Kerja	Kekerapan / Bilangan	Catitan / Asas Pengiraan / Tuntutan
	Pra-Kontrak	Prinsipal/ Juruukur Bahan	Lawatan / Taklimat di Tapak Bina	2 kali	i. <u>KOS PENGANGKUTAN/PERJALANAN</u> a. Tiket penerbangan; b. Lain-lain perbelanjaan seperti tambang teksi, tol, parkir dan lain-lain; c. Tuntutan perjalanan kenderaan (dihadkan kepada perjalanan jarak dekat sahaja); d. Tambang teksi (anggaran tidak melebihi RM1,000.00 sebulan; dan e. Sewa kenderaan (hanya sekiarnya terdapat keperluan khusus mengikut keperluan projek. ii. <u>ELAUN PENGINAPAN DAN SARA HIDUP</u> a. Sewa hotel / lojing layak jika menjalankan tugas rasmi di luar kawasan (melebihi 25km dari pejabat firma) mengikut kadar maksimum yang dibenarkan; b. Elaun makan; dan c. Elaun harian.
2.	Pos-Kontrak	Prinsipal & Juruukur Bahan	Mesyuarat Pra-Pembinaan dan Mesyuarat Tapak	1 kali sebulan sepanjang tempoh pembinaan	<u>KOS PENGANGKUTAN/PERJALANAN</u> i. a. Tiket penerbangan; b. Lain-lain perbelanjaan seperti tambang teksi, tol, parkir dan lain-lain; c. Tuntutan perjalanan kenderaan (dihadkan kepada perjalanan jarak dekat sahaja); d. Tambang teksi (anggaran tidak melebihi RM1,000.00 sebulan; dan e. Sewa kenderaan (hanya sekiarnya terdapat keperluan khusus mengikut keperluan projek.

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

Bil.	Peringkat Pelaksanaan	Penglibatan Pegawai	Butiran Kerja	Kekerapan / Bilangan	Catitan / Asas Pengiraan / Tuntutan
					ii. <u>ELAUN PENGINAPAN DAN SARA HIDUP</u> a. Sewa hotel / lojing layak jika menjalankan tugas rasmi di luar kawasan (melebihi 25km dari pejabat firma) mengikut kadar maksimum yang dibenarkan; b. Elaun makan; c. Elaun harian.
	Pos-Kontrak	Juruukur Bahan	Penilaian Kemajuan Kerja / Penyediaan Bayaran Interim	1 kali sebulan sepanjang tempoh pembinaan	<u>KOS PENGANGKUTAN/PERJALANAN</u> i. a. Tiket penerbangan; b. Lain-lain perbelanjaan seperti tambang teksi, tol, parkir dan lain-lain; c. Tuntutan perjalanan kenderaan (dihadkan kepada perjalanan jarak dekat sahaja); d. Tambang teksi (anggaran tidak melebihi RM1,000.00 sebulan; dan Sewa kenderaan (hanya sekiarnya terdapat keperluan khusus mengikut keperluan projek. ii. <u>ELAUN PENGINAPAN DAN SARA HIDUP</u> a. Sewa hotel / lojing layak jika menjalankan tugas rasmi di luar kawasan (melebihi 25km dari pejabat firma) mengikut kadar maksimum yang dibenarkan; b. Elaun makan; dan c. Elaun harian.

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

Bil.	Peringkat Pelaksanaan	Penglibatan Pegawai	Butiran Kerja	Kekerapan / Bilangan	Catitan / Asas Pengiraan / Tuntutan
3.	Penyediaan Perakuan Muktamad dan Pengukuran Semula	Juruukur Bahan	Pengukuran Semula Kuantiti & Penyediaan Bayaran Akir		i. <u>KOS PENGANGKUTAN/PERJALANAN</u> a. Tiket penerbangan; b. Lain-lain perbelanjaan seperti tambang teksi, tol, parkir dan lain-lain; c. Tuntutan perjalanan kenderaan (dihadkan kepada perjalanan jarak dekat sahaja); d. Tambang teksi (anggaran tidak melebihi RM1,000.00 sebulan; dan e. Sewa kenderaan (hanya sekiarnya terdapat keperluan khusus mengikut keperluan projek. ii. <u>ELAUN PENGINAPAN DAN SARA HIDUP</u> a. Sewa hotel / lojing layak jika menjalankan tugas rasmi di luar kawasan (melebihi 25km dari pejabat firma) mengikut kadar maksimum yang dibenarkan; b. Elaun makan; dan Elaun harian.
4.	Pengawasan di Tapak Bina	Juruukur Bahan (Jika Ditetapkan)	Kerja pengawasan sebagai tugas ukur bahan	Sepanjang tempoh kontrak dan 6 bulan selepas Perakuan Siap Kerja (CPC) dikeluarkan	i. Berkelulusan dalam bidang Ijazah Ukur Bahan yang diiktiraf oleh Lembaga Juruukur Bahan. ii. Pengalaman sekurang-kurang 3 tahun dalam bidang ukur bahan. iii. Kelayakan elaun: a. Elaun tapak; dan b. Kos pengiklanan pengambilan kakitangan tapak.
5.	Kos Perhubungan	-	-	Tempoh pelaksanaan projek, kompleksiti projek dan keperluan perhubungan.	i. Termasuk perbelanjaan telefon, faks, emel dan perkhidmatan penghantaran (pos, kurier, dsbnya); ii. Kadar bayaran mengikut bil sebenar dihadkan kepada RM1,500.00 sebulan; dan

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

Bil.	Peringkat Pelaksanaan	Penglibatan Pegawai	Butiran Kerja	Kekerapan / Bilangan	Catitan / Asas Pengiraan / Tuntutan
6.	Kos Dokumentasi dan Penyediaan Laporan	-	Percetakan Dokumen Tender	50 set dokumen tender dan 2 set Dokumen Meja Tawaran	i. Meliputi perbelanjaan bagi penyediaan dan percetakan dokumen atau laporan termasuk kos penjilidan dan lain-lain yang berkaitan; dan ii. Jenis, kualiti dan bilangan seperti yang dinyatakan dan mengikut format yang ditetapkan oleh JKR.
			Percetakan Dokumen Kontrak	15 set dokumen kontrak	i. Meliputi perbelanjaan bagi penyediaan dan percetakan dokumen atau laporan termasuk kos penjilidan dan lain-lain yang berkaitan; dan ii. Jenis, kualiti dan bilangan seperti yang dinyatakan dan mengikut format yang ditetapkan oleh JKR.
			Lain-lain dokumen	Mengikut keperluan di dalam Terma Rujukan	i. Meliputi perbelanjaan bagi penyediaan dan percetakan dokumen atau laporan termasuk kos penjilidan dan lain-lain yang berkaitan; dan ii. Jenis, kualiti dan bilangan seperti yang dinyatakan dan mengikut format yang ditetapkan oleh JKR.
7.	Aset Projek	-	-	-	i. Pembelian asset termasuk peralatan dan kelengkapan tidak dibenarkan kecuali dinyatakan di dalam Terma Rujukan; dan ii. Jika dibenarkan, tatacara perolehan akan dikendalikan sendiri oleh Agensi mengikut tatacara perolehan kerajaan dan asset yang dibelikan adalah hak milik Kerajaan.
8.	Ujian Teknikal Dan Lain-lain Ujian	-	-	Tempoh pelaksanaan projek, kompleksiti projek dan keperluan ujian	i. Ujian bahan (*material test*), ujian model (*modelling test*) dan lain-lain ujian teknikal boleh dibenarkan mengikut keperluan projek. Walau bagaimanapun, sekiranya dalam melaksanakan sesuatu ujian, perunding menggunakan khidmat kepakaran dari syarikat lain seperti ujian EIA dan lain-lain ujian makmal, perolehan perkhidmatan tersebut mestilah berdasarkan senarai syarikat yang disediakan oleh Agensi dan mematuhi peraturan dan tatacara yang diluluskan oleh Agensi.

Bil.	Peringkat Pelaksanaan	Penglibatan Pegawai	Butiran Kerja	Kekerapan / Bilangan	Catitan / Asas Pengiraan / Tuntutan
					ii. Bayaran bagi kos ujian (bahan dan sewaan) hendaklah disokong dengan bil dan dokumen belian di samping pengesahan dari agensi Kerajaan yang bertanggungjawab di dalam bidang berkenaan.
9.	Kos Sewaan Pejabat Dan Utiliti	-	-	Tempoh pelaksanaan projek	i. Hanya dibenarkan (jika dinyatakan di dalam Terma Rujukan) jika tidak disediakan oleh Kontraktor; dan ii. Kos sewaan meliputi kos sewa bulanan pejabat dan bil- bil utiliti.

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)
PP/PK 3.2 - Imbuhan Balik Perunding

	BUTIRAN	ASAS DAN KADAR BAYARAN
A	**KOS PENGANGKUTAN / PERJALANAN**	
	Tiket Penerbangan Tempatan / Antarabangsa	1. Jumlah penerbangan hendaklah dihadkan kepada bilangan yang perlu sahaja, mengikut tugasan khusus setiap perunding. Bagi tujuan ini Jadual Tugasan *(manning schedule*) yang disediakan oleh perunding bolehlah dijadikan panduan bagi penetapan had jumlah penerbangan. 2. Pakar perunding asing yang semasa melaksanakan tugasnya dan perlu menginap di negara ini bagi tempoh 12 bulan atau lebih secara terus menerus, boleh dibenarkan membawa isteri dan tiga (3) orang anak yang berumur di bawah 18 tahun dengan syarat tempoh penginapan mereka di negara ini tidak kurang dari 3 bulan. Bagi tugasan yang menjangkau tempoh 30 bulan secara terus menerus, perunding asing ini dibenarkan tambahan satu (1) penerbangan pergi-balik termasuk isteri dan tiga (3) orang anak mereka selepas menyempurnakan tempoh perkhidmatan 24 bulan. 3. Penerbangan hendaklah dihadkan kepada kelas ekonomi sahaja. Penerbangan hendaklah menggunakan jalan paling dekat (*the most direct route*) dan tambang termurah dengan menggunakan perkhidmatan syarikat penerbangan tempatan yang telah diluluskan oleh Kerajaan dari semasa ke semasa. 4. Bayaran adalah bagi penerbangan pergi balik (*local/or international-bound flights*) mengikut kadar tambang sebenar yang dikenakan oleh syarikat penerbangan berkenaan. Sekiranya terdapat diskaun pada harga pembelian (promosi dan sebagainya), harga diskaun tersebut hendaklah digunakan bagi tujuan pembayaran.ke lapangan terbang/stesen kereta api dan sebaliknya, tambang dari lapangan terbang/stesen kereta api ke tempat penginapan dan sebaliknya, bayaran Cukai Lapangan Terbang atau bayaran tempat tidur dalam kereta api (*berth charges*).
A2	**Lain-lain Perbelanjaan Berkaitan Dengan Perjalanan**	1. Lain-lain perbelanjaan yang berkaitan dengan para A1 boleh dibenarkan termasuk perbelanjaan tambang teksi dari rumah ke lapangan terbang (vice-versa), bayaran visa, permit perjalanan, tol, parkir dan lain-lain. 2. Kadar bayaran hendaklah mengikut kadar sebenar (bill) bagi setiap butiran.

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

	BUTIRAN	ASAS DAN KADAR BAYARAN
A	**KOS PENGANGKUTAN / PERJALANAN**	
A2	**Lain-lain Perbelanjaan Berkaitan Dengan Perjalanan**	3. Bagi tuntutan tol yang menggunakan Touch & Go dan Smart Tag, perunding tidak perlu mengemukakan resit, sebaliknya adalah memadai tuntutan tersebut dikemukakan bersama dengan surat-surat panggilan mesyuarat. Kadar tol boleh disemak melalui laman web pemegang konsesi lebuh raya (contohnya: PLUS, MEX dan lain-lain).
A3	**Tuntutan Perjalanan Kenderaan (Mileage Claims)**	1. Perunding dibenarkan menggunakan kenderaan sendiri dan membuat tuntutan perjalanan bagi tugas-tugas rasmi yang dibuat semasa pelaksanaan projek. 2. Kemudahan ini perlu dihadkan kepada perjalanan jarak dekat sahaja, manakala bagi perjalanan jarak jauh perunding digalakkan menggunakan kemudahan pengangkutan awam yang mana lebih menjimatkan. 3. Perunding yang telah disediakan kemudahan kenderaan atau menyewa kenderaan, tidak dibenarkan untuk membuat tuntutan perjalanan kenderaan. 4. Tuntutan *mileage* perjalanan hendaklah tertakluk kepada kadar sebagaimana ditetapkan dalam peraturan semasa yang dikeluarkan oleh Kementerian Kewangan. 5. Perunding yang menggunakan kenderaan sendiri untuk bertugas di satu tempat sahaja yang jaraknya melebihi 240 km daripada Ibu Pejabatnya dan terdapat perkhidmatan terus kapal terbang atau kereta api layak menuntut tambang gantian mengikut kadar tambang pengangkutan yang sesuai dengan kelayakannya, iaitu Tambang Gantian tersebut hendaklah bersamaan dengan tambang kapal terbang atau kereta api, mengikut mana yang berkenaan dengan syarat dinyatakan di dalam baucar tuntutan yang ia telah menggunakan kenderaannya sendiri; dan 6. Perunding yang menuntut Tambang Gantian tidak layak menuntut apa-apa tambang atau bayaran tambahan yang bersabit dengan perjalanan kapal terbang atau kereta api seperti tambang dari rumah ke lapangan terbang/stesen kereta api dan sebaliknya, tambang dari lapangan terbang/stesen kereta api ke tempat penginapan dan sebaliknya, bayaran Cukai Lapangan Terbang atau bayaran tempat tidur dalam kereta api (*berth charges*).

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

<table>
<tr><th></th><th>BUTIRAN</th><th>ASAS DAN KADAR BAYARAN</th></tr>
<tr><td>A</td><td colspan="2">KOS PENGANGKUTAN / PERJALANAN</td></tr>
<tr><td>A4</td><td>Tambang Teksi</td><td>1. Perunding dibenarkan menuntut tambang teksi mengikut keperluan projek.
2. Walau bagaimanapun, Agensi hendaklah memastikan tuntutan ini tidak bertindih dengan tuntutan perjalanan kenderaan seperti di A3.
3. Anggaran tuntutan tambang teksi hendaklah tidak melebihi RM1,000 sebulan.</td></tr>
<tr><td>A5</td><td>Sewa Kenderaan</td><td>1. Sewaan kenderaan hanya dibenarkan sekiranya terdapat keperluan khusus mengikut kesesuaian projek dan mendapat persetujuan Agensi terlebih dahulu.
2. Jenis kenderaan adalah meliputi kereta, van, pacuan empat roda, bot, helikopter dan sebagainya mengikut kesesuaian dan keperluan projek.
3. Sewaan kenderaan boleh meliputi elaun pemandu, kos bahan api, kos penyelenggaraan dan sebagainya bergantung kepada rundingan yang diadakan, sebut harga bolehlah diminta untuk menentukan kos sewaan sebenar.
4. Bagi tujuan anggaran, kadar berikut (termasuk elaun pemandu, bahan api, penyelenggaraan dan sebagainya) hendaklah berdasarkan kadar maksimum berikut :
<table>
<tr><td>Kereta</td><td>RM1,800-RM3,500 sebulan</td></tr>
<tr><td>Pacuan 4 roda</td><td>RM3,500-RM6,000 sebulan</td></tr>
<tr><td>Van</td><td>Kadar sebenar</td></tr>
<tr><td>Helikopter</td><td>Kadar sebenar</td></tr>
<tr><td>Bot</td><td>Kadar sebenar</td></tr>
</table></td></tr>
<tr><td>B1</td><td>Perunding</td><td>1. Bagi perunding yang menjalankan tugas rasmi di luar kawasan yang (melebihi 25 km dari ibu pejabat firma) dan perlu menginap layak menuntut bayaran sewa hotel yang disokong dengan resit atau elaun lojing mengikut kadar-kadar seperti dalam jadual di bawah:
<table>
<tr><th></th><th colspan="2">Ikhtisas</th><th colspan="2">Separa Ikhtisas</th></tr>
<tr><th></th><th>S.M’sia (RM)</th><th>Sbh/Swk (RM)</th><th>S.M’sia (RM)</th><th>Sbh/Swk (RM)</th></tr>
<tr><td>Hotel</td><td>250</td><td>270</td><td>190</td><td>210</td></tr>
<tr><td>Lojing</td><td>60</td><td>80</td><td>40</td><td>60</td></tr>
<tr><td>Elaun Makan</td><td>60</td><td>80</td><td>40</td><td>60</td></tr>
</table></td></tr>
</table>

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

<table>
<tr><th></th><th>BUTIRAN</th><th>ASAS DAN KADAR BAYARAN</th></tr>
<tr><td>B</td><td colspan="2">ELAUN PENGINAPAN DAN SARA HIDUP</td></tr>
<tr><td>B1</td><td>Perunding</td><td>2. Kadar sewa hotel di atas adalah merupakan kadar maksimum yang dibenarkan. Bayaran kepada perunding hendaklah mengikut kadar sebenar yang dikenakan oleh pihak hotel, tertakluk kepada had maksimum yang ditetapkan. Sebagai tambahan kepada kadar berkenaan, perunding juga layak menuntut apa-apa cukai yang perlu dibayar berkaitan dengan sewaan hotel tersebut.

3. Bagi perunding yang menjalankan tugas di luar pejabat bagi tempoh yang melebihi 8 jam tetapi tidak mencapai tempoh 24 jam, mereka boleh dibayar elaun harian dengan kadar separuh daripada kelayakan elaun makan mereka.

Agensi hendaklah menasihati perunding agar mendapatkan kadar promosi/internet rate bagi penginapan hotel.</td></tr>
<tr><td>B2</td><td>Kakitangan Tapak</td><td><u>ELAUN TAPAK</u>

1. Perunding tidak dibenarkan menuntut lain-lain kos imbuhan balik kecuali elaun tapak untuk kakitangan yang ditempatkan di tapak bagi menjalankan kerja-kerja pengawasan atau penyeliaan projek. Kadar elaun tapak adalah <u>ditetapkan</u> seperti berikut:

<table>
<tr><th>Kakitangan</th><th>Sem. Malaysia (RM)</th><th>Sabah /Sarawak (RM)</th></tr>
<tr><td>Ikhtisas</td><td>800 sebulan</td><td>950 sebulan</td></tr>
<tr><td>Separa Ikhtisas/ Sokongan</td><td>650 sebulan</td><td>800 sebulan</td></tr>
</table>
<u>KOS PENGIKLANAN PENGAMBILAN KAKITANGAN TAPAK</u>

2. Perunding dibenarkan menuntut kos iklan bagi pengambilan kakitangan tapak. Kadar bayaran hendaklah mengikut kadar sebenar (bil) bagi setiap iklan.</td></tr>
</table>

<table>
<tr><th></th><th>BUTIRAN</th><th>ASAS DAN KADAR BAYARAN</th></tr>
<tr><td>B</td><td colspan="2">ELAUN PENGINAPAN DAN SARA HIDUP</td></tr>
<tr><td>B3</td><td>Perunding Asing bagi perolehan yang tidak tertakluk kepada FTA</td><td>1. Perunding asing boleh dibayar elaun per diem bagi tujuan menampung perbelanjaan penginapan dan sara hidup semasa menjalankan tugas di negara ini untuk tempoh tidak melebihi 3 bulan. Elaun ini dikira mulai dari hari pertama beliau tiba sehingga ke hari berlepas pulang selepas menyempurnakan tugas rasmi beliau dalam tempoh tersebut.

2. Kadar elaun per diem adalah seperti berikut:

<table><tr><th>Tempoh</th><th>S.M’sia/Sabah/Sarawak (RM)</th></tr><tr><td>60 hari yang pertama</td><td>310 sehari</td></tr><tr><td>Hari-hari yang berikut</td><td>170 sehari</td></tr></table>
3. Dalam keadaan di mana perunding asing perlu berada di Negara ini untuk satu jangka masa yang panjang, kaedah yang lebih menjimatkan hendaklah digunakan sebagai alternatif kepada bayaran elaun per diem. Umpamanya, pihak agensi boleh menyediakan tempat tinggal dengan membayar sewa dan kos utiliti yang berkaitan. Pada kebiasaannya, ditetapkan secara rundingan.

4. Bagi perunding asing yang dikehendaki menjalankan tugas di luar daripada pejabat/tempat tinggal yang disediakan kepadanya, beliau boleh menuntut bayaran penginapan, perjalanan dan sebagainya mengikut kadar seperti yang dibenarkan kepada perunding tempatan.

5. Walau bagaimanapun, beliau tidak layak menerima elaun sara hidup kerana ia sudah termasuk di dalam elaun per diem yang diberikan.</td></tr>
<tr><td>C</td><td>Kos Perhubungan</td><td>1. Termasuk perbelanjaan telefon, faks, emel dan perkhidmatan penghantaran (pos, kurier dsb). Kos yang dibenarkan hendaklah mengambil kira faktor-faktor seperti tempoh pelaksanaan projek, kompleksiti projek dan keperluan perhubungan dalam dan luar negeri.

2. Kadar bayaran hendaklah berdasarkan bil sebenar setiap butiran berkaitan. Jumlah keseluruhan bagi kos perhubungan tertakluk kepada had bayaran maksimum sebanyak RM 1,500 sebulan.</td></tr>
</table>

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

	BUTIRAN	ASAS DAN KADAR BAYARAN
D	**Kos Dokumentasi Dan Penyediaan Laporan**	1. Meliputi perbelanjaan bagi penyediaan dan percetakan dokumen atau laporan dan lain-lain berkaitan. 2. Jenis, kualiti dan bilangan laporan yang dikehendaki perlu dinyatakan secara jelas di dalam Terma Rujukan projek/kajian Kerajaan. Selain itu, saiz dokumen atau bilangan pelan yang perlu disertakan (di mana berkenaan) perlu juga diambil kira dalam penentuan kos ini. 3. Kos dokumentasi boleh juga ditentukan mengikut harga dokumen yang digunakan atau aktiviti yang terlibat seperti fotostat, lukisan, penjilidan dan lain-lain. **Kadar hendaklah berdasarkan bil sebenar daripada syarikat percetakan atau pembekal di mana berkenaan.** 4. Bagi dokumen yang memerlukan ciri khusus dari segi jenis (*hardcopy/softcopy*), warna, saiz dan bilangan, kadar hendaklah berdasarkan bil sebenar dengan persetujuan dan pengesahan Agensi. 5. Bagi dokumen yang disiapkan sendiri oleh perunding, kadar boleh ditetapkan mengikut kadar pasaran semasa. Harga pasaran semasa telah pun mengambil kira keperluan percetakan seperti kertas, toner, *binding* dan sebagainya. 6. Bagi laporan projek pembangunan fizikal yang perlu disertakan dengan model atau dalam bentuk multimedia dsb, kadar hendaklah berdasarkan bil sebenar dengan persetujuan dan pengesahan Agensi. 7. Bagi pelan yang perlu dikemukakan untuk kelulusan pihak berkuasa tempatan dan dikenakan bayaran, perunding boleh mengemukakan tuntutan tersebut berdasarkan bil sebenar.
E	**Aset Projek**	1. Pembelian aset termasuk peralatan dan kelengkapan projek **tidak dibenarkan**. Firma perunding yang dilantik sepatutnya mempunyai peralatan dan kemudahan asas yang mencukupi bagi mengendalikan projek Kerajaan. Ini bagi mengelakkan bayaran dua kali di mana kos ini merupakan sebahagian daripada *overhead* firma dan telah diambil kira dalam faktor pengganda. 2. Dalam keadaan yang amat memerlukan, peralatan dan kelengkapan projek hendaklah diperolehi (melalui pembelian atau sewaan) dan **mesti diurus oleh agensi berkenaan mengikut tatacara perolehan yang berkuatkuasa** dan dihadkan kepada jumlah yang diperlukan bagi maksud pelaksanaan projek berkenaan sahaja.

	BUTIRAN	ASAS DAN KADAR BAYARAN
		3. Perunding perlu memulangkan semula semua aset dan peralatan ini kepada agensi pelaksana setelah tempoh perkhidmatan mereka tamat. Aset yang dibeli adalah hak milik Kerajaan. 4. Perunding tidak dibenarkan menguruskan sendiri perolehan bagi sebarang aset atau peralatan projek dan Kerajaan tidak akan membayar apa jua tuntutan bagi perolehan tersebut. 5. Pembelian perisian asas komputer (*basic computer software*) juga tidak dibenarkan. Bagi perisian komputer yang khusus umpamanya perisian teknikal (t*echnical software*), agensi bolehlah menimbangkan pembelian tersebut namun hendaklah dipertimbangkan dengan teliti dengan mengambil kira keperluan penggunaannya, kos belian atau sewaan, lesen atau yuran penggunaan tahunan (*copyright fee*) dan sebagainya. Pembelian ini mesti diuruskan oleh agensi. 6. Bagi perolehan data/peta/lukisan (sama ada dalam bentuk *hardcopy/softcopy*) yang akan digunakan untuk tujuan kajian/projek, perunding dibenarkan untuk memperolehinya sendiri dan membuat tuntutan daripada Agensi tertakluk persetujuan Agensi. Agensi hendaklah memastikan data/peta/lukisan yang diperolehi oleh perunding tersebut dikembalikan dan menjadi hak milik Kerajaan.
F	**Ujian Teknikal Dan Lain- Lain Ujian**	1. Ujian bahan (*material test*), ujian model (*modelling test*) dan lain-lain ujian teknikal boleh dibenarkan mengikut keperluan projek. Walau bagaimanapun, sekiranya dalam melaksanakan sesuatu ujian, perunding menggunakan khidmat kepakaran dari syarikat lain seperti ujian EIA dan lain-lain ujian makmal, perolehan perkhidmatan tersebut mestilah berdasarkan senarai syarikat yang disediakan oleh Agensi dan mematuhi peraturan dan tatacara yang diluluskan oleh Agensi. 2. Bayaran bagi kos ujian (bahan dan sewaan) hendaklah disokong dengan bil dan dokumen belian di samping pengesahan dari agensi Kerajaan yang bertanggungjawab di dalam bidang berkenaan.
G	**Kos Sewaan Pejabat Dan Utiliti**	1. Keperluan ini hanya dibenarkan bagi pejabat di tapak projek dengan syarat ianya tidak disediakan oleh kontraktor atau bagi firma perunding asing yang dilantik bagi pelaksanaan sesuatu projek/kajian. 2. Tuntutan ini adalah merupakan sewa bulanan yang merangkumi kos sewaan pejabat dan bil-bil utiliti.

SEKSYEN II : BAHAGIAN B
(TAJUK TENDER)

	BUTIRAN	ASAS DAN KADAR BAYARAN
H	**Kos Bagi Menjalankan Kajian Selidik**	1. Bagi projek yang memerlukan kaji selidik, kos yang berkaitan dengan urusan ini boleh dibenarkan. Kadar bayaran bergantung kepada kaedah yang digunakan seperti berikut: i. Kadar mengikut bilangan soal selidik:- maksimum RM12 /soal selidik; atau ii. Kadar mengikut bilangan penemuduga (enumerators) :-maksimum RM60 sehari; atau iii. Bagi penemuduga terlatih/berjawatan tetap:- maksimum RM1,200 sebulan 2. Lain-lain kaedah (termasuk penggunaan multimedia), kadar boleh dirundingkan mengikut kadar sebenar, pukal dengan butiran kos dan sebagainya. 3. Ketua penemuduga bergantung pada kelayakan dan pengalaman: - RM1,200 sehingga RM2,500 sebulan 4. Kaedah yang paling sesuai dan menjimatkan hendaklah digunakan dalam melaksanakan urusan kaji selidik ini.

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

Lampiran 4
(Versi Bahasa Malaysia)

SURAT SETUJU TERIMA
(Bagi Lantikan Terus Beserta Kos Siling/Tender Perunding Utama)
Untuk Perolehan Dengan Firma Perunding Yang **Berdaftar** Di Bawah JKDM Bagi **Perkhidmatan Perunding** Utama Yang Dikenakan Cukai Di Bawah Akta Cukai Perkhidmatan 2018

Rujukan Kami : ..... Rujukan Agensi .....
Tarikh : ..... Tarikh .....

..... Nama Syarikat .....
..... Alamat Syarikat .....
.....

Tuan,

***Lantikan Terus Beserta Kos Siling /Tender Untuk : ..... Tajuk *LTBKS/Tender .....**
No. * Lantikan Terus Beserta Kos Siling /Tender/ Kontrak : ..... No. *LTBKS/Tender/Kontrak .....

Dengan ini dimaklumkan bahawa Kerajaan telah bersetuju menerima tawaran *lantikan terus berserta kos siling (LTBKS)/tender syarikat tuan dengan harga sebanyak Ringgit Malaysia ..... Harga kontrak dalam perkataan ..... (RM..... Harga kontrak dalam angka .....) yang merupakan harga kontrak bagi tempoh kontrak selama .. Hari/Minggu/Bulan/Tahun ..... tertakluk kepada dokumen *LTBKS/tender yang menjadi sebahagian daripada perolehan ini dan Surat Setuju Terima ini berserta dengan ***Lampiran A*** kepada Surat Setuju Terima iaitu maklumat terperinci kontrak (selepas ini disebut sebagai “Surat ini”).

2. Dengan pengakuan penerimaan Surat ini, suatu kontrak yang mengikat terbentuk antara Kerajaan dengan syarikat tuan. Satu dokumen kontrak hendaklah ditandatangani dengan kadar segera dengan memasukkan semua terma sebagaimana dokumen ~~*LTBKS~~/tender serta semua terma dalam ***Lampiran A***. Sehingga dokumen kontrak tersebut ditandatangani, Surat ini hendaklah terus mengikat kedua-dua pihak.

3. Harga kontrak adalah termasuk peruntukan Kerajaan sebanyak Kadar peratusan berdasarkan Akta Cukai Perkhidmatan 2018 % cukai perkhidmatan memandangkan perkhidmatan ini dikenakan cukai dan syarikat tuan berdaftar dengan Jabatan Kastam Diraja Malaysia (JKDM). Pembayaran cukai perkhidmatan ini adalah dikira berdasarkan tuntutan sebenar dan tarikh kuat kuasa pendaftaran syarikat tuan dengan JKDM.

4. Adalah dimaklumkan bahawa tiada perkhidmatan boleh dibuat **melainkan** jika syarikat tuan telah mengemukakan kepada Kerajaan dokumen-dokumen berikut:

*(a) suatu polisi Insurans Tanggung Rugi Profesional yang diambil atas nama syarikat tuan;
Perenggan 4(a) hanya terpakai bagi pelantikan perunding untuk semua projek pembangunan fizikal

(b) jadual pelaksanaan keseluruhan perkhidmatan perunding yang muktamad; dan

(c) senarai nama kakitangan perunding (terdiri daripada kakitangan Perunding Utama dan sub perunding) yang terlibat dalam projek ini berserta peranan masing-masing,

seperti yang ditetapkan dalam ***Lampiran A*** tidak melebihi *14/30 hari dari tarikh pengakuan penerimaan Surat ini oleh syarikat tuan. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan, boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa cara jua bertanggungan terhadap syarikat tuan **melainkan jika** penepian bertulis diberikan oleh orang yang diberi

Tandatangan & Cop (Kerajaan) : .....
Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

kuasa, bagi perkhidmatan yang perlu dibuat dengan segera atau serta-merta apabila kelewatan itu akan memudarat dan menjejaskan perkhidmatan dan kepentingan awam.

5. Setelah arahan dikeluarkan oleh Kerajaan, syarikat tuan dikehendaki melaksanakan perkhidmatan dalam tempoh yang ditetapkan dan kualiti perkhidmatan tersebut hendaklah memuaskan hati serta memenuhi kehendak Kerajaan. Sekiranya syarikat tuan gagal melaksanakan perkhidmatan dalam tempoh dan/atau kualiti yang ditetapkan, Kerajaan berhak membatalkan arahan yang dikeluarkan dan/atau mengenakan *Liquidated & Ascertained Damages* (LAD) seperti yang ditetapkan dalam ***Lampiran A***. Kerajaan juga berhak menolak apa-apa deliverables sekiranya deliverables tersebut tidak memuaskan hati serta memenuhi kehendak Kerajaan dan dikemukakan semula selaras dengan dengan kualiti dan tempoh yang ditetapkan.

*6. Syarikat tuan juga adalah dikehendaki melaksanakan program *Professional Training And Education For Growing Entrepreneurs* (PROTÉGÉ) seperti yang ditetapkan oleh Kerajaan berdasarkan harga kontrak dengan bilangan minimum peserta PROTÉGÉ sebanyak ....Bil. Minimum peserta..... orang tanpa sebarang kos kepada Kerajaan. Bilangan minimum peserta yang diperlukan hendaklah dikira berdasarkan formula di bawah:

$$\frac{1\% \text{ X Harga Kontrak*}}{\text{RM24,000**}}$$

*Bagi tujuan pengiraan PROTÉGÉ, Harga Kontrak adalah nilai tawaran yang dipersetujui tanpa cukai

**Elaun PROTÉGÉ (RM2,000 seorang x 12 bulan)

Perenggan ini terpakai sekiranya Harga Kontrak **melebihi nilai ambang** dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2.

*6. Syarikat tuan juga adalah digalakkan melaksanakan program *Professional Training And Education For Growing Entrepreneurs* (PROTÉGÉ) seperti yang ditetapkan oleh Kerajaan.

Perenggan ini terpakai sekiranya Harga Kontrak **melebihi nilai ambang** dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2.

7. Bagi tujuan program PROTÉGÉ ini, syarikat tuan adalah dikehendaki untuk:

(a) mengemukakan Jadual Pelaksanaan Program PROTÉGÉ berdasarkan tempoh kontrak kepada Sekretariat PROTÉGÉ untuk kelulusan dalam tempoh dua (2) minggu selepas tarikh pengakuan penerimaan Surat ini oleh syarikat tuan;

(b) melaksanakan program ini mengikut Jadual Pelaksanaan Program PROTÉGÉ yang diluluskan oleh Sekretariat PROTÉGÉ;

(c) mengemaskini maklumat berkaitan pengalaman syarikat melaksanakan program PROTÉGÉ dalam sistem ePerolehan di Kementerian Kewangan atau sistem di Lembaga Pembangunan Industri Pembinaan Malaysia (CIDB), mengikut mana yang berkaitan;

(d) mengemukakan sijil atau surat pengesahan oleh Sekretariat PROTÉGÉ kepada Agensi sebaik sahaja pelaksanaan program PROTÉGÉ selesai; dan

(e) mengemukakan laporan berkaitan pelaksanaan program PROTÉGÉ kepada Sekretariat PROTÉGÉ.

*8. Sekiranya syarikat tuan gagal mematuhi mana-mana terma di perenggan 6 dan 7 atau arahan oleh Kerajaan, Kerajaan berhak untuk tidak mempertimbangkan sebarang tawaran kontrak baharu atau pelanjutan kontrak pada masa hadapan kepada syarikat tuan.

Perenggan ini terpakai sekiranya Harga Kontrak melebihi nilai ambang dan syarikat dikehendaki untuk melaksanakan Program PROTÉGÉ berdasarkan 1PP/PK 1.2. Bagi Harga Kontrak di bawah nilai ambang, perenggan ini hendaklah dipotong.

9. Syarikat tuan juga adalah diingatkan bahawa Kerajaan berhak untuk membatalkan Surat ini sekiranya:

(a) syarikat tuan gagal mematuhi mana-mana terma di perenggan 4 dalam tempoh masa yang ditetapkan;

Tandatangan & Cop (Kerajaan) : .....

Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

(b) syarikat tuan gagal mematuhi mana-mana terma yang dinyatakan dalam Surat Akuan Perunding Berjaya;
(c) syarikat tuan telah membuat salah nyataan (*misrepresentation*) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaan bagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan dokumen lain yang palsu atau yang telah diubah suai;
(d) syarikat tuan membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;
(e) syarikat tuan terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses *LTBKS/tender sehingga dokumen kontrak ditandatangani;
(f) syarikat tuan telah memberikan subkontrak sama ada sepenuhnya atau sebahagiannya perkhidmatan tanpa kelulusan Kerajaan terlebih dahulu;
(g) syarikat gagal menyempurnakan perkhidmatan dalam tempoh yang ditetapkan seperti di ***Lampiran A***;
(h) syarikat tuan gagal mematuhi mana-mana terma/arahan di dalam dokumen *LTBKS/tender;
(i) syarikat tuan/ pemilik/ rakan kongsi/ pengarah telah disabitkan atas kesalahan jenayah di dalam atau luar Malaysia;
(j) syarikat tuan digulungkan;
(k) syarikat gagal mematuhi skop perkhidmatan yang ditetapkan dan/atau *Service Level Agreement*;
(l) syarikat tuan tidak mendapat kelulusan daripada Kerajaan terlebih dahulu bagi apa-apa penjualan atau pemindahan ekuiti sepanjang tempoh kontrak ini berkuat kuasa; atau
(m) terdapat perkara yang melibatkan kepentingan awam atau keselamatan dan kepentingan negara.

10. Sekiranya Surat ini dibatalkan atas alasan seperti yang ditetapkan di perenggan 9, Kerajaan tidak akan bertanggungan terhadap apa-apa kerugian syarikat tuan termasuk kerugian masa hadapan.

11. Bersama-sama Surat Akuan Perunding Yang Dilantik dan Surat Akuan Sumpah Syarikat seperti di ***Lampiran B*** dan ***Lampiran C*** untuk ditandatangani oleh syarikat tuan dan dikembalikan bersama-sama dengan Surat ini.

12. Surat ini dihantar kepada syarikat tuan dalam tiga (3) salinan. Sila kembalikan ke pejabat ini salinan asal dan kedua berserta lampiran yang berkaitan yang telah ditandatangani dengan sempurna oleh syarikat tuan dan saksi syarikat tuan tidak melebihi *3/7/14 hari dari tarikh Surat ini diterima untuk tindakan kami selanjutnya. Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa jua bertanggungan terhadap syarikat tuan.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menurut perintah,

Tandatangan Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak

.....
(Nama Penuh Pegawai)
Jawatan Pegawai

Tandatangan & Cop (Kerajaan) : .....
Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

PENGAKUAN PENERIMAAN SURAT SETUJU TERIMA DAN LAMPIRAN YANG BERKAITAN OLEH SYARIKAT

Dengan ini disahkan bahawa yang bertandatangan di bawah ini mengakui penerimaan Surat ini dan lampiran yang berkaitan yang rujukannya ialah .....Rujukan Agensi..... bertarikh .....Tarikh SST ditandatangani oleh Menteri..... dan bersetuju dengan terma dan syarat yang terkandung dalam Surat ini tanpa syarat yang mana salinan kepada Surat ini telah pun disimpan, dan selanjutnya disahkan bahawa tiada apa-apa terma, syarat atau stipulasi tambahan kepada yang terkandung dalam dokumen *sebut harga/tender dan Surat ini telah dikenakan.

Tandatangan Syarikat		Tandatangan Saksi Syarikat	
Nama Penuh	:	Nama Penuh	:
No. Kad Pengenalan	:	No. Kad Pengenalan	:
Alamat	:	Alamat	:
Tarikh	:	Tarikh	:

Meterai atau Cop Syarikat

**potong mana yang tidak berkenaan*

Tandatangan & Cop (Kerajaan) : .....
Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

Lampiran A

BUTIRAN KONTRAK

Tajuk *Sebut Harga/Tender

.....

1. **Pendaftaran Syarikat Dengan Suruhanjaya Syarikat Malaysia (SSM) (jika berkaitan)**

   1.1 No. Pendaftaran : Nombor pendaftaran .....

   1.2 Tempoh Sah Laku : Tempoh sah laku sijil pendaftaran .....

2. **Pendaftaran Syarikat Dengan Lembaga Profesional (jika berkaitan)**

   2.1 No. Pendaftaran : Nombor pendaftaran .....

   2.2 Tempoh Sah Laku : Tempoh sah laku sijil pendaftaran .....

3. **Pendaftaran dengan Kementerian Kewangan (jika berkaitan)**

   3.1 No. Pendaftaran : Nombor pendaftaran .....

   3.2 Tempoh Sah Laku : Tempoh sah laku sijil pendaftaran dengan Kementerian Kewangan .....

   3.3 Kod Bidang : Kod bidang yang berkaitan untuk *sebut harga/tender ini .....

   3.4 Ekuiti Bumiputera : Tiada/Melebihi 50%/100% .....

4. **Pendaftaran Cukai Perkhidmatan dengan Jabatan Kastam Diraja Malaysia**

   4.1 No. Pendaftaran : Nombor pendaftaran cukai perkhidmatan .....

   4.2 Tarikh Kuat Kuasa : Tarikh kontraktor boleh mula mengenakan cukai perkhidmatan ke atas perkhidmatan .....

5. **Harga dan Tempoh Kontrak**

   5.1 Harga *LTBKS/Tender (butiran harga seperti di ***Lampiran A1***) : RM Harga *LTBKS/Tender yang telah disetuju terima (Yuran +Imbuhan Balik) .....
   Lampiran A1 adalah butiran kos perunding melibatkan yuran dan imbuhan balik

   5.2 Peruntukan Cukai Perkhidmatan : RM Cukai Perkhidmatan dalam angka .....

   5.3 Harga Kontrak : RM Harga *LTBKS/Tender(Yuran +Imbuhan Balik) + Cukai Perkhidmatan .....

   5.4 Tempoh Kontrak : ..... Hari/Minggu/Bulan/Tahun .....

   5.5 Tarikh Mula Perkhidmatan : DD/MM/YYYY .....

   5.6 Tarikh Tamat Perkhidmatan : DD/MM/YYYY .....

Tandatangan & Cop (Kerajaan) : .....
Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

6. **Terma Rujukan/Skop Perkhidmatan Perunding**

* Terma Rujukan/Skop Perkhidmatan Perunding yang ditetapkan seperti di ***Lampiran A2***
Lampiran A2 akan disediakan oleh Agensi

7. ***Polisi Insurans Tanggung Rugi Profesional (jika berkaitan)**

7.1 Nilai Polisi : RM…. Nilai dalam angka .....

7.2 Tempoh Perlindungan : Dari tarikh kuat kuasa kontrak sehingga 12 bulan selepas tamat Tempoh Tanggungan Kecacatan

8. ***Kenaan* Liquidated & Ascertained Damages (LAD)**
(Lewat mengemukakan *deliverables* yang telah dipersetujui)

8.1 Formula : $\frac{\textit{Base Lending Rate}}{100} \times \frac{\text{Yuran Perunding}}{365}$
(tertakluk minimum RM100 sehari)

8.2 Kadar sehari : RM ….. Nilai dalam angka .....

9. ***Professional Training And Education For Growing Entrepreneurs *(PROTÉGÉ) (jika berkaitan)***
(Bagi perolehan yang telah melebihi nilai ambang berdasarkan 1PP/PK1.2)

9.1 Tertakluk kepada pelaksanaan Program PROTÉGÉ : Ya / Tidak (Berdasarkan nilai ambang yang ditetapkan dalam 1PP/PK1)

9.2 Bilangan minimum peserta PROTÉGÉ : ..... peserta

Formula

$\frac{\text{1\% X Harga Kontrak*}}{\text{RM24,000**}}$

*Bagi tujuan pengiraan PROTÉGÉ, Harga Kontrak adalah nilai tawaran yang dipersetujui tanpa cukai
**Elaun PROTÉGÉ (RM2,000 seorang x 12 bulan)

**potong mana yang tidak berkenaan*

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak *No LTBKS/ Tender/ Kontrak .....

Salinan Kepada :

Ketua Pegawai Eksekutif
Ibu Pejabat Lembaga Hasil Dalam Negeri Malaysia
Menara Hasil
Aras 18, Persiaran Rimba Permai, Cyber 8
63000 CYBERJAYA
(u.p.: Pengarah Jabatan Pematuhan Cukai)

Ketua Pengarah Kastam
Ibu Pejabat Kastam Diraja Malaysia
Bahagian Cukai Dalam Negeri (SST)
Aras 3 -7, Blok A, Menara Tulus
No. 22, Persiaran Perdana , Presint 3
61200 PUTRAJAYA
(u.p.: Pengarah Bahagian Cukai Dalam Negeri (SST))

Sekretariat
Majlis Perundingan Gaji Negara
Kementerian Sumber Manusia
Aras 7, Blok D3, Kompleks D
62530 PUTRAJAYA

Professional Training & Education For Growing Entrepreneurs (Protege)
Aras 2, Blok E4/5, Parcel E
Kementerian Pembangunan Usahawan
Pusat Pentadbiran Kerajaan Persekutuan
62668, PUTRAJAYA
(u.p. : Ketua Sekretariat PROTÉGÉ)

Tandatangan & Cop (Kerajaan) : .....
Tandatangan & Cop (Syarikat) : .....

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak …..…..

Lampiran B

SURAT AKUAN PERUNDING YANG DILANTIK

(Disertakan Bersama Surat Setuju Terima)

Saya, ……(Nama Pemilik)…… No. Kad Pengenalan/No. Pasport …… selaku pemilik (Nama Firma)…… dengan nombor Pendaftaran ……(MOF/ROS/ROC/ROB)…… dengan ini mengisytiharkan bahawa saya atau mana-mana orang yang mewakili firma ini tidak akan menawarkan, menjanjikan atau memberikan apa-apa suapan kepada mana-mana orang dalam ……(Nama Kementerian/Agensi)…… atau mana-mana orang lain sebagai dorongan bagi mendapatkan tawaran pelantikan perunding. Saya juga tidak akan menawarkan, menjanjikan atau memberikan apa-apa suapan sepanjang tempoh dan selepas pelaksanaan untuk apa jua tujuan sekali pun yang berkaitan dengan perolehan ini. Bersama ini dilampirkan Surat Setuju Terima untuk pengisytiharan ini.

2. Sekiranya saya, atau mana-mana individu yang mewakili firma ini didapati menawarkan, menjanjikan atau memberikan apa-apa suapan kepada mana-mana orang dalam ……(Nama Kementerian/Agensi)…… atau mana-mana orang lain secara langsung atau tidak langsung terlibat dalam perolehan ini, maka saya sebagai pemilik firma seperti di atas bersetuju tindakan-tindakan berikut diambil :

2.1 Penarikan balik Surat Setuju Terima; atau
2.2 Penamatan kontrak bagi perkhidmatan perunding selaras dengan peruntukan dalam kontrak; dan
2.3 Lain-lain tindakan undang-undang / tatatertib mengikut undang-undang / peraturan perolehan Kerajaan yang berkuat-kuasa.

3. Sekiranya didapati ada sebarang percubaan rasuah daripada mana-mana pihak, saya akan membuat aduan dengan segera ke pejabat Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran. Saya sedar bahawa kegagalan saya berbuat demikian adalah merupakan suatu kesalahan di bawah seksyen 25 (1) Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*] dan boleh dihukum di bawah seksyen 25 (2) akta yang sama, apabila disabitkan boleh didenda tidak melebihi RM100,000 atau penjara selama tempoh tidak melebihi 10 tahun atau kedua-duanya.

4. Saya sesungguhnya faham bahawa kegagalan saya atau mana-mana orang yang mewakili firma ini mematuhi perkara 2 dalam Surat Akuan ini boleh menyebabkan saya atau mana-mana orang yang mewakili firma ini didakwa bagi kesalahan* di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*] dan Kanun Keseksaan [*Akta 574*] serta boleh dihukum di bawah undang-undang masing-masing.

5. Saya sesungguhnya faham bahawa firma melakukan kesalahan jika seseorang yang bersekutu dengan firma** memberikan, menjanjikan atau menawarkan suapan untuk memperoleh atau mengekalkan perniagaan atau faedah dalam menjalankan perniagaan di bawah seksyen 17A Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*], apabila disabitkan kesalahan boleh didenda tidak kurang daripada sepuluh kali ganda jumlah atau nilai suapan, atau RM1 juta, atau dipenjarakan selama tempoh tidak melebihi dua puluh tahun atau kedua-duanya.

Tandatangan : .....
Nama : .....
No.KP : .....
Tarikh : .....
Cap Syarikat : .....

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak …..…..

Catatan:

(i) *termasuk kesalahan ditetapkan dalam Jadual (Perenggan 3 (a), takrif "kesalahan ditetapkan") Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*] yang boleh dihukum di bawah Kanun Keseksaan [*Akta 574*].

(ii) **seseorang yang bersekutu dengan syarikat merujuk kepada seksyen 17A (6) Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 [*Akta 694*], iaitu seseorang itu bersekutu dengan organisasi komersial jika dia seorang pengarah, pekongsi atau pekerja organisasi komersial itu atau dia ialah orang yang melaksanakan perkhidmatan untuk atau bagi pihak organisasi komersial itu.

(iii) Surat Akuan ini hendaklah dikemukakan bersama Surat Setuju Terima (SST).

Tandatangan & Cop (Kerajaan) : ……

Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak …..…..

Lampiran C

SURAT AKUAN SUMPAH SYARIKAT

Saya…… nombor kad pengenalan ……..
yang mewakili syarikat ……. nombor pendaftaran…….
(*MOF/Lembaga Profesional/SSM) dengan sesungguhnya dan sebenarnya mengaku bahawa:

(a) syarikat **TIDAK** membuat salah nyataan (*misrepresentation*) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaan bagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan dokumen lain yang palsu atau yang telah diubah suai;

(b) syarikat **TIDAK** membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;

(c) syarikat **TIDAK** terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses *sebut harga/tender sehingga dokumen kontrak ditandatangani;

(d) syarikat/pemilik/rakan kongsi/pengarah **TIDAK** disabitkan atas kesalahan jenayah di dalam atau luar Malaysia; dan

(e) syarikat **TIDAK** digulungkan.

Sekiranya pada bila-bila masa, dibuktikan bahawa pengisytiharan perenggan di atas adalah tidak benar, Kerajaan berhak menarik balik tawaran kontrak atau menamatkan perkhidmatan syarikat bagi projek ini.

Dan saya membuat Surat Akuan Bersumpah ini dengan kepercayaan bahawa apa-apa yang tersebut di dalamnya adalah benar serta menurut Akta Akuan Berkanun 1960.

Diperbuat dan dengan)
sebenar-benarnya diakui oleh)
) Tandatangan…….
……..)
di……..)
pada ……)

Di hadapan saya,

……
Pesuruhjaya Sumpah

Catatan:
i. *Potong mana yang tidak berkenaan.
ii. Surat akuan ini hendaklah ditandatangani oleh hanya penama di sijil pendaftaran MOF/CIDB.

Tandatangan & Cop (Kerajaan) : ……
Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

No. * LTBKS/Tender/Kontrak …….

LAMPIRAN A1

Bil.	Perunding	Yuran Perkhidmatan Perunding		Imbuhan Balik (RM)	Cukai Perkhidmatan (.... % daripada yuran dan imbuhan balik) (RM)	Jumlah
		Yuran (RM)	Peratusan (%)			
		(A)	(B) {(A)/Jumlah Keseluruhan (A)} x 100	(C)	(D) .....% x {(A)+(C)}	(A+C+D)
1.	**Perunding Utama**					
	Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
2.	**Sub Perunding**					
	1. Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
	2. Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
	3. Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
	4. Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
	5. Nama Syarikat Bidang & Kod Bidang Perunding No. Pendaftaran MOF					
	Jumlah keseluruhan:		**100%**			
Jumlah keseluruhan termasuk cukai perkhidmatan (..... %):						

Tandatangan & Cop (Kerajaan) : ……

Tandatangan & Cop (Syarikat) : ……

Pihak Kerajaan : Pegawai yang diberi kuasa oleh Menteri di bawah seksyen 2 Akta Kontrak Kerajaan 1949 untuk menandatangani kontrak
Pihak Syarikat : Penama pada sijil pendaftaran untuk menandatangani Surat ini

LAMPIRAN 5

CONSULTANCY SERVICES

Specify full name of project

FOR .....

CONTRACT NO. : ..... Specify contract number

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

Name of consultancy firm

.....

Company registration no with Suruhanjaya Syarikat Malaysia (local company) or Board of Architects Malaysia Registration No. If foreign companies specify its registration number in its country)

(COMPANY NO. .....)

Table of Contents

PART A : GENERAL

1.0 DEFINITIONS AND INTERPRETATIONS 7
1.1. Definitions 7
1.2. Interpretations 8
1.3 Entire Agreement 10
2.0 APPOINTMENT AND CONSIDERATION 10
3.0 EEFECTIVE DATE AND DURATION OF THIS AGREEMENT 10
3.1. Contract Period 10
3.2. Extension of Contract Period 11

PART B : CA'S REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

4.0 CA'S REPRESENTATIONS AND WARRANTIES 12
5.0 CA'S OBLIGATIONS 13
5.1. Quality of Services 13
5.2. Timeliness of Services 13
5.3. Consequences of Delay 13
5.4. Instructions by The Government 14
5.5. Design Services 14
5.6. Sub-Consultant 15
5.7. CA's Personnel 16
5.8. Information and Records 17
5.9. Liability 17
5.10. Indemnity 18
5.11. Insurance 18
5.12. Professional Indemnity Insurance 19
5.13. Emergency and Accident..... 19
5.14. Confidentiality 20
5.15. Notice of Delay 21
5.16. Assistance in Arbitration Inquiry or Litigation 21
5.17. Situation Beyond Control Of CA 22
5.18. Prohibition on Association 22
5.19. Prohibition on Conflicting Activities 22
5.20. Independent Consultant 23
5.21. Technology and Knowledge Transfer 23
5.22. Intellectual Property Rights 23

PART C : GOVERNMENT'S OBLIGATIONS AND RIGHTS

6.0 GOVERNMENT'S OBLIGATIONS 25
6.1. Appointment of GR 25
6.2. Obligation to give instructions, decisions, etc. without delay 25
6.3. Obligation to Supply Relevant Information and Assistance 25
6.4. Payment to the CA for Services 26
6.5. Withholding Payment 27
6.6. Payment to Sub-Consultant 28
6.7. No Liability of Government to Sub-Consultant 28
6.8. Responsibilities of CA to Sub-Consultant 28
7.0 GOVERNMENT'S RIGHTS 29
7.1. Proprietary Rights of The Government in Relation to Documents 29

PART D : DISPUTE RESOLUTIONS

8.0 DISPUTE RESOLUTION 30
8.1. Dispute Resolution by Government Representative 30
8.2. Dispute Resolution Committee 30
8.3. Arbitration 31

PART E : SUSPENSION AND TERMINATION

9.0 SUSPENSION 32
9.1. Suspension and Resumption of Services 32
9.2. Extension of Time 32
9.3. Consequences of Mutual Termination 33
10.0 TERMINATION BY THE GOVERNMENT 33
10.1. Withholding Payment 33
10.2. Default by the CA 33
10.3. Events of Default 34
10.4. Consequences of Termination by the Government 34
11.0 TERMINATION BY THE CA 36
11.1. Consequences of Termination by the CA 36
12.0 TERMINATION ON NATIONAL INTEREST 38
13.0 TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES 38
14.0 FORCE MAJEURE 39
14.1. Events 39
14.2. Notification of Force Majeure 40
14.3. Termination by Force Majeure 40
14.4. Consequences of Termination due to Event of Force Majeure 40

14.5. Delay 40
14.6. Restoration 40
14.7. Insurance 41

PART F : GENERAL PROVISIONS

15.0 AMENDMENT 42
16.0 NOTICES 42
17.0 GOVERNING LAW 42
18.0 COMPLIANCE WITH LAWS AND REGULATIONS 42
19.0 SEVERABILITY 43
20.0 ASSIGNMENT 43
21.0 RELATIONSHIP OF THE PARTIES 43
22.0 ADVERTISEMENT 43
23.0 TIME 43
24.0 COSTS AND STAMP DUTY 43
25.0 INCOME TAX 43
26.0 SCHEDULES AND APPENDICES 44
27.0 WAIVER 44
28.0 CUSTODY OF AGREEMENT 44
29.0 SUCCESSORS BOUND 44

PART G : SPECIAL PROVISIONS

SPECIAL PROVISIONS 45
SIGNATORIES TO THE AGREEMENT 46

PART A : SCHEDULE OF SERVICES

ARCHITECTURAL SERVICES 47
1.0 TYPES OF PROFESSIONAL SERVICES 47
2.0 BASIC PROFESSIONAL SERVICES 47
Basic Professional Services under Schematic Design Phase 47
Basic Professional Services under Design Development Phase 48
Basic Professional Services under Contract Documentation Phase..... 48
Basic Professional Services under Contract Implementation & Management Phase ……. 49
Basic Professional Services under Final Completion Phase 49
3.0 ADDITIONAL PROFESSIONAL SERVICES 49
4.0 SPECIAL SERVICES 50
5.0 SUPERVISION ON SITE 51

ENGINEERING SERVICES 51
1.0 TYPES OF PROFESSIONAL SERVICES 51
2.0 BASIC PROFESSIONAL SERVICES 52
2.1. Type A Works - Basic Professional Services 52
2.2. Type B Works - Basic Professional Services 56
2.3. Type C Works - Basic Professional Services 60

3.0 ADDITIONAL PROFESSIONAL SERVICES NOT INCLUDED IN BASIC PROFESSIONAL SERVICES 63
3.1. Type A Works - Additional Professional Services 63
3.2. Type B Works - Additional Professional Services 64
3.3. Type C Works - Additional Professional Services 66
4.0 SUPERVISION ON SITE 67

QUANTITY SURVEYING SERVICES…… 68
1.0 TYPES OF PROFESSIONAL SERVICES 68
2.0 BASIC PROFESSIONAL SERVICES 68
Basic Professional Services For Building Works, Civil Engineering Works And Mechanical and Electrical Works, Interior Design Works or Landscaping Works Which Are Included In One Tender 68
3.0 ADDITIONAL PROFFESSIONAL SERVICES 69
3.1. Additional Professional Services during pre-contract 69
3.2. Additional Professional Services during post-contract 70

PART B : SCHEDULE OF FEES

1.0 PAYMENT FOR PROFESSIONAL SERVICES 71
1.1 Payment When Works are Damaged or Destroyed 71
1.2 Payment Following Termination Or Suspension By The Government 71
1.3 Payment Following Termination by the CA 72
2.0 STAGES OF PAYMENT OF FEES 73

ENGINEERING SERVICES
1.0 PAYMENT FOR PROFESSIONAL SERVICES 74
1.1 Payment When Works Are Damaged or Destroyed 74
1.2 Payment Following Termination or Suspension by the Government 75
1.3 Payment Following Termination by the CA 76
2.0 STAGES OF PAYMENT OF FEES 76

QUANTITY SURVEYING SERVICES
1.0 PAYMENT FOR PROFESSIONAL SERVICES 77
2.0 STAGES OF PAYMENTS OF FEES 77

APPENDIX 1: TERMS OF REFERENCE 79
APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION 80
APPENDIX 3: LETTER OF ACCEPTANCE 81
APPENDIX 4 : CERTIFICATE OF REGISTRATION WITH PROFESSIONAL BOARD 82
APPENDIX 5: DELIVERABLES 83
APPENDIX 6A: SUMMARY OF TOTAL CONSULTING COST 84
APPENDIX 6B: CONSULTING FEES 85
APPENDIX 6C: OUT OF POCKET EXPENSES 86
APPENDIX 7: SCHEDULE OF AGREED ITEMS 87
APPENDIX 8 : SERVICES IMPLEMENTATION SCHEDULE 88
APPENDIX 9 : CA'S PERSONNEL 89
APPENDIX 10: CA'S PERSONNEL TIME INPUT SCHEDULE 90
APPENDIX 11: CA'S SERVICES TAX LICENSE 91
APPENDIX 12: SCHEDULE OF PAYMENT 92

CONTRACT NO. : Specify contract number

"RECITALS"

THIS AGREEMENT is made on ….Date (day)..... day of ..Month and year..…

BETWEEN

THE GOVERNMENT OF MALAYSIA as represented by …Name of Government Agency.. whose address is at ..Specify full address.. (hereinafter referred to as "the **Government**") of the first part;

AND

Name of the sole proprietorship/body corporate. (whichever is applicable)……,
Suruhanjaya Syarikat Malaysia Registration No./ Ministry of Finance Registration No. …… and Board of Architects Malaysia Registration No ….Specify registration number……., a sole proprietorship or partnership registered in Malaysia or a body corporate incorporated under the Companies Act 1965 (whichever is applicable) and practising as an Architectural Consultancy Practice, having its registered office at ……Specify full address……hereinafter referred to as "**CA**") of the other part.

The Government and the CA shall individually be referred as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS -

(A) The Government intends to construct and complete ……Specify full name of project…….. (hereinafter referred to as **"the Project"**) and is desirous of obtaining (hereinafter referred to as **"the Services"**) from the CA in connection with the …Specify field of the consultancy service…… (hereinafter referred to as **"the Works"**).

(B) The CA has submitted its proposal to the Government on the scope for the Services and both Parties have agreed on the scope of Services as per the Terms of Reference specified in **Appendix 1** and Technical Documents in **Appendix 2** of this Agreement.

(C) In furtherance of such intention, the Government has agreed to appoint the CA and the CA has agreed to such appointment to provide the Services necessary for the effective implementation of the Project. A copy of the Letter of Acceptance dated …Date issued by Government…… is attached in **Appendix 3** of this Agreement.

NOW IT IS HEREBY AGREED as follows:

PART A GENERAL

1.0 DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement, including the appendices, unless the context otherwise requires the following words and expressions used under this Agreement shall have the following meanings:

(a) "Agreement" means this document and shall comprise the clauses, schedules and appendices of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time;

(b) ''Associate Consultant" means other consultant(s) engaged by the CA upon request and approval by the Government to carry out Services for any part of the project;

(c) "CA" means the architectural consultancy practice named in the Recitals of this Agreement, (a sole proprietorship, partnership or body corporate (whichever is applicable) which is established or incorporated under the laws of Malaysia (for a body corporate – "Companies Act 2016 [Act 777]") and registered under the Registration of Architects Act 1967 [Act 117] and engaged to provide professional architectural consultancy services to the Government under this Agreement and shall include its personnel, servants, agents, heirs, administrators, successors and duly appointed representatives. A copy of the Certificate of Registration under the Registration of Architects Act 1967 [Act 117] is attached in **Appendix 4**;

(d) "Contractor" means any sole proprietorship, partnership or company engaged by the Government under a contract for the Project or to supply goods in connection with the Project or both and includes sub- contractors;

(e) "Contract Price" means the ceiling of consulting fee, supervision fee**,** and ceiling out of pocket expenses as specified under clause 2.0;

(f) "Contract Period" means the contract period as prescribed under Clause 3.1 herein;

(g) "Contract Sum for the Works" means the Contract Sum accepted by the Government for the construction of the Works as stated in the Letter of Acceptance less contingency items;

(h) "Defects Liability Period" is as provided in the contract between the Government and Contractor;

(i) "Deliverables" means all deliverables (including designs, drawings, details, plans, calculations and reports) as specified in **Appendix 5** to be submitted to the Government by the CA as particularly specified in the Terms of Reference in **Appendix 1** of this Agreement;

(j) "Estimated Cost of the Works" the estimated cost of the Works for which the CA is engaged to provide the Services;

(k) "Government's Representative ("GR") means the person under item 5 in **Appendix 7** or such other person as may be appointed from time to time by the Government and notified in writing to the CA to carry out the duties of the GR and the person so designated or appointed may be described by position;

(l) "Professional Indemnity Insurance" means the insurances taken and maintained by the CA covering its liability in respect of any negligence, error or omission acts of CA and its employees under Clause 5.11;

(m) "Project" means the project of which the Works form a part;

(n) "Services" means the professional consultancy services for the project which the Government has engaged the CA to perform in accordance with the Terms of Reference, Technical Documents and Deliverables as specified in **Appendices 1, 2** and **5**;

(o) "Sub-Consultant" means other consultant(s) engaged by the CA as stipulated in clause 5.6;

(p) "Works" means the works described briefly in Recital (A) of this Agreement which the Government has engaged the Contractor to carry out and the CA is appointed to perform the Services and which may comprise those as specified under this Agreement.

1.2. Interpretations

In this Agreement, including the appendices/schedules/annexures, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) words denoting the singular number shall include the plural and vice versa;

(b) words denoting any gender shall include all genders

(c) words denoting persons shall include a body of persons, corporate or unincorporated;

(d) any reference to clauses, sub-clauses, appendices, annexures, schedules, paragraphs and sub-paragraphs shall be a reference to the clauses, sub-clauses, appendices, annexures, schedules, paragraphs and sub-paragraphs of this Agreement;

(e) reference to any party referred to in this Agreement shall include its successors or permitted assigns;

(f) reference to any document or agreement shall include reference to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(g) reference to any legislation or any provision of any legislation shall include statutory modification and any amendment, modification or any legislation or re-enactment of that legislation or any legislative provisions substituted for, and all regulations and statutory instruments issued under such legislation or provision;

(h) recital headings are for convenience only and shall not affect the interpretation and construction hereof;

(i) the recitals and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of any inconsistency between the terms of any of the appendices and the terms of this Agreement, the terms of this Agreement shall prevail over those appendices;

(j) any reference to an “amendment” includes any variation, deletion or addition and “amend” or “amended” shall be construed accordingly;

(k) any reference to “design” includes technical specifications, design drawings and any other relevant documentation;

(l) any reference to “law” includes any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, by-law or other legislative measure in Malaysia;

(m) any reference to a “day”, “week”, “month” or “year” is a reference to that day week, month or year in accordance with the Gregorian calendar;

(n) if any period of time is specified from a given day or a day of a given act or event, it is to be calculated exclusive of that day and if any such specified period of time or a day of a specified given act or event falls on a day which is not a Working Day, then such period of a specified time or a specified day of a given act or event is deemed to be on the next Working Day;

(o) any reference to “pay” or its cognate expressions includes payment made in cash or by way of bank draft (drawn on a bank licensed to carry on banking business under the provisions of the Financial Services Act

2013 [*Act 758*] and Islamic Financial Services Act 2013 [*Act 759*]) or effected through inter-bank transfers to the account of the payee giving the payee immediate access to available funds; and

(p) the recitals and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of any inconsistency between the terms of the appendices and the terms of this Agreement, the terms of this Agreement shall prevail over those appendices.

1.3. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, between the Parties in relation to such matter. The Parties hereby acknowledge that in entering into this Agreement, it has not relied on any representation or warranty save as expressly set out herein or in any document expressly referred to herein.

2.0 APPOINTMENT AND CONSIDERATION

The Government hereby appoints the CA and the CA accepts the appointment to provide the Services for a consideration of Ringgit Malaysia ……Specify total cost in word format…… only (RM ……Specify total cost in number format……) as the ceiling contract amount (hereinafter referred to as the "**Contract Price**" and specified in **Appendix 6A** of this Agreement) which consists of Ringgit Malaysia ...Specify consulting fee in number format..... only (RM ..Specify consulting fee in word format……) as the ceiling consulting fee (as specified in **Appendix 6B** of this Agreement) and Ringgit Malaysia……Specify supervision fee in word format……..only (RM.Specify supervision fee in number format……..) as the ceiling for supervision fees and Ringgit Malaysia Specify out of pocket expenses in number format…… only (RM ……Specify out of pocket expenses in word format……) as the ceiling out of pocket expenses (as specified in **Appendix 6C** of this Agreement) subject to the terms and conditions set forth in this Agreement as per the Letter of Acceptance dated ……Date issued by Government…… (as specified in **Appendix 3** of this Agreement).

3.0 EEFECTIVE DATE AND DURATION OF THIS AGREEMENT

3.1. Contract Period

This Agreement shall be for a period of……Specify duration of consultancy period (week/month/year)…….…… as specified under item 2 in **Appendix 7** (hereinafter referred to as the "**Contract Period**") commencing from ….Specify start date……..……(hereinafter referred to as "**Commencement Date**") and shall expire on the date stated under item 3 in **Appendix 7 (**hereinafter referred to as the "**Contract Expiry Date**") unless terminated earlier in accordance with the provisions of Part E of this Agreement.

3.2. Extension of Contract Period

(a) The CA shall, upon it becoming reasonably apparent that the progress of the Services is delayed, apply in writing to the Government for the approval of extension of the Contract Period. The CA shall further furnish to the Government relevant information as to the causes of delay together with a revised Services Implementation Schedule as stipulated in clause 5.2 and an estimated revised cost (if any), for the approval of the Government.

(b) The Government shall have the absolute discretion whether or not to consider such application. In the event the Government agrees to extend the Contract Period, the Government shall inform the CA in writing pertaining to the period of extension. Provided that the extension on the Contract Period shall not affect the fixed ceiling consulting fee as specified in **Appendix 6B** in clause 2.0.

PART B

CA'S REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

4.0 CA'S REPRESENTATIONS AND WARRANTIES

The CA hereby represents and warrants to the Government that – (a) it is

a corporation validly existing under the laws of Malaysia;

(b) it is registered as a consultancy firm with the Ministry of Finance Malaysia (MOF);

(c) it is a body corporate or partnership or sole-proprietorship registered under the Registration of Architects Act 1967 [Act 117] and exists validly under the laws of Malaysia;

(d) it shall keep current all such registrations and ensure their validity throughout the duration of this Agreement;

(e) it has the legal capacity to enter into and perform its obligations under this Agreement and to carry out the Services as contemplated by this Agreement;

(f) it has taken all necessary actions to authorize the entry into and performance of this Agreement and to carry out the Services contemplated by this Agreement;

(g) as at the execution date, neither the execution nor performance by the CA of this Agreement nor any transactions contemplated by this
Agreement will violate in any respect any provision of –

(i) its Memorandum and Articles of Association; or

(ii) any other document or agreement which is binding upon it or its assets;

(h) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;

(i) no corruption or unlawful or illegal activities or practices have been used to secure this Agreement;

(i) this Agreement constitutes a legal, valid and binding obligation of the CA and is enforceable in accordance with its terms and conditions;

(j) it has the necessary financial, technical, and professional capability and expertise to provide the Services under this Agreement, and the CA acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

5.0 CA'S OBLIGATIONS

5.1. Quality of Services

(a) The CA shall maintain a professional standard of service and competence and shall exercise all reasonable skill, care and diligence in the discharge of the professional services agreed to be performed in this Agreement in the best interests of the Government and, in so far as their duties are discretionary, shall act fairly between the Government and any third party.

(b) The CA shall have sufficient knowledge of current Local Authority requirements, bye-laws, local land acts and other regulations relating to the Project, and shall advice the Government accordingly in matters affecting the implementation of the Project.

5.2. Timeliness of Services

(a) The CA shall prepare a draft services implementation schedule incorporating the key dates specified for carrying out the Services which shall be in accordance with the requirements of the Terms of Reference, for the approval of the Government.

(b) The agreed draft service implementation schedule as approved by the Government shall be the Service Implementation Schedule as in **Appendix 8**; which shall be amended only with the approval of the Government. Any subsequent changes or amendments approved by the Government shall form part and be read together with the Service Implementation Schedule.

(c) The CA shall provide to the Government scheduled progress reports in such form and details as prescribed in the Terms of Reference.

(d) The CA shall keep the GR informed on a day to day basis of all instructions, variations and design changes made or authorized by the CA.

5.3. Consequences of Delay

(a) If the CA fails to deliver any Deliverables by the due date(s) agreed by both parties as specified in **Appendix 5** of this Agreement without reasonable cause, the CA shall pay Liquidated and Ascertained Damages (LAD) to the Government for the delay. The period of delay shall be calculated beginning from the scheduled delivery date and ending on the actual date as delivered and submitted to the Government.

(b) The LAD shall be computed on a daily basis for each day of delay at every stage of Deliverables based on the formula specified under item 8 in **Appendix 7** of this Agreement.

5.4. Instructions by The Government

(a) The CA shall comply with all instructions issued by the Government in regard to matters expressly empowered under this Agreement. The CA shall follow the Government procedures so far as possible and shall obtain prior approval in writing from the Government of any departures from such procedures. Nothing in this clause shall be deemed to affect the responsibilities of the CA in connection with the Services.

(b) The CA shall attend or be represented at all meetings convened by the Government to which the CA may be summoned, and shall advise and assist the Government on all matters relating to the Services.

5.5. Design Services

(a) Where the CA is required by the Government to provide design services, the CA shall guarantee the Government that such design shall be suitable, functional, safe and in compliance with the design standard and specification of the Works.

(b) The CA shall use due skill and care to ensure that the design of all parts of the Works for which the CA is responsible under this Agreement is in accordance with the laws and regulations and other statutory and regulatory requirement applicable to the Works.

(c) The CA shall strictly comply with the project brief and approved ceiling project cost as specified under the Terms of Reference. The CA shall not without prior written approval of the Government amend the project brief which in the opinion of the CA is likely to increase the project cost.

(d) All drawings, designs, plans, specifications, bills of quantities or other documents, matters or things prepared by the CA for or in connection with any invitation for tenders shall not be used for any other such purposes unless they shall first have been approved by the GR. The approval by the GR shall not relieve the CA of its obligations in connection with the Services.

(e) All designs, calculations, drawings and documents and any other deliverables in relation to the Services to be provided by the CA to the Government shall be approved and signed by the CA.

(f) The CA shall not without prior written approval of the Government, make amendments to any approved design or give any instruction which is likely to increase the cost of the project, unless the variations are of an emergency nature and any delay in carrying out such variation works can cause claims against the Government or involve danger to life and property and in the circumstance it is impracticable for the CA to obtain such approval. In such circumstances, the CA shall seek the approval of the Government as soon as possible of such variation works.

(g) If during construction any defect or damage shall occur to the Works or any part thereof or if there shall arise a need for a variation to the Works, as a result of any defect, fault, insufficiency or inadequacy in the design, the Government shall issue to the CA a notice specifying the default and requiring the CA to remedy the same within the period specified by GR at the CA's own cost and expense. If the same is not remedied, the Government shall be entitled, without prejudice to any other rights or remedies it may possess against the CA under this Agreement or at law, to claim and recover from the CA any payment for any loss/claims and/or damages suffered or any other expenses incurred as a result thereof.

(h) Notwithstanding clause 5.5(g), the Government may elect to remedy the defect, fault, insufficiency or inadequacy in the design as at the time such defect, fault, insufficiency or inadequacy is established and the Government shall be entitled to deduct the amount up to the limit of sum certified by the GR to be the sum required to remedy the same from any money due or to become due to the CA under this Agreement, failing which such sum shall be recovered from the Professional Indemnity Insurances taken by the CA or as a debt from the CA.

5.6. Sub-Consultant

(a) The CA shall only employ local consultants as Sub-Consultant for the design and supervision of the Works and the management of the Project. Under no circumstances will the CA be permitted to employ foreign consultants except where there are no local consultants with the required expertise and special exemption had been obtained from the Government, prior to the execution of the Agreement.

(b) The CA shall submit a complete list of Sub-Consultant to be employed for the Works stating their scope of services and their obligations. The CA shall ensure that the Sub-Consultant are efficient, qualified and experienced, registered with their respective professional Boards and registered with the MOF under the respective field code.

(c) The CA shall not employ any other Sub-Consultant (other than those named in his proposal) without the prior written consent of the GR (which consent shall not be unreasonably delayed or withheld). The CA's attention is also drawn to the fact that the said Sub-Consultant shall be retained throughout the Contract Period for the supervision of the Works and shall not be discharged without the written consent of the GR (which consent shall not be unreasonably delayed or withheld).

(d) The CA shall enter into agreement with each Sub-Consultant and shall deposit eight (8) copies of the agreement entered to the GR as a condition precedent before the GR approve the first stage payment.

(e) Notwithstanding any sub-agreement made pursuant to clauses 5.6 (c) and (d), the CA shall be fully responsible for the acts, defaults or neglects of any Sub-Consultant, his agents, servants or workmen as if they were the acts, defaults or neglects of the CA, his agents, servants or workmen.

(f) It shall be a condition in the agreement that upon termination of the CA's employment under the Agreement, the employment of the Sub- Consultant under the sub-agreement between the CA and the Sub- Consultant shall terminate immediately. No claim whatsoever shall be made by the CA and/or the Sub-Consultant against the Government for any work done subsequent thereto.

(g) Any action, decision, instruction or consent taken, made or given by the Government or the GR as the case may be under this clause shall not in any way whatsoever relieve the CA of any of his obligations under this Agreement.

5.7. CA's Personnel

(a) The CA shall provide efficient, suitably qualified and experienced Personnel and acceptable to the Government to carry out the Services. The CA shall be fully responsible to ensure that the Sub-Consultant provide the same to carry out their part of the Services.

(b) The Services shall be carried out by the CA's Personnel and the Personnel of the Sub-Consultant as specified under **Appendix 9** hereof within the time and stage as specified in the Service Implementation Schedule in **Appendix 8.**

(c) The Project Manager of the CA as specified in **Appendix 9** shall be responsible for the management of the CA's Personnel for the Services as well as to act as liaison between the CA and the Government.

(d) The CA shall ensure the Personnel are dedicated to the Services and give priority to the performance of their respective portions of the Services assigned to them over any other works, tasks and assignments in relation to other existing or future projects.

(e) No Personnel shall be engaged by the CA or its affiliates or the Sub-Consultant for other work or project without the prior written consent of GR.

(f) There shall be no changes or substitutions in the CA's Personnel and the Sub-Consultant' Personnel set forth in **Appendix 9** without the prior written approval of the Government. If for any reason beyond the reasonable control of the CA, it becomes necessary to replace any of the CA's Personnel or the Sub-Consultant's Personnel, the CA shall forthwith or caused the Sub-Consultant to provide as a replacement, a person of equivalent or better qualification and experience to the Government at no additional cost to the Government of which the Government shall consider without undue delay.

(g) In the event the number of CA's Personnel or the Sub-Consultant as specified in **Appendix 9** is reduced without the prior written approval of the Government, the Government shall have the right to deduct the Consulting Fee based on CA's Personnel Time Input Schedule as specified in **Appendix 10.**

(h) The CA shall ensure that any changes, substitution or replacement of Personnel shall not affect the term and the implementation for the provision of the Services.

(i) Notwithstanding clause 5.7(f), the GR may at any time request the CA to reduce the number of the Personnel including the Sub-Consultant's Personnel according to the progress of the Works.

(j) The GR may with the agreement of the CA, direct the CA, within a time frame of not less than fourteen (14) days, to remove any Personnel who, in the opinion of the GR, is lacking in appropriate skills or qualifications, engages in misconduct or is incompetent or negligent.

5.8. Information and Records

(a) The CA shall furnish the Government such information in relation to the Services as the Government may from time to time reasonably request.

(b) The CA shall keep accurate, systematic and up-to-date records and accounts in respect of the provision of the Services in such form and details as is customary in the profession or as may be required by the Government from time to time as shall be sufficient to establish accurately that the costs and expenditure referred to in **Appendix 6A, Appendix 6B and Appendix 6C** of this Agreement have been duly incurred.

(c) The CA shall permit the GR from time to time to inspect their records and accounts relating to the Services and to make copies thereof and shall permit the Government or any person authorized by the Government, from time to time, to audit such records and accounts during the performance of the Services.

(d) In the event of failure occurring after the completion of the Project, the CA may be required by the Government to submit a report detailing probable cause and remedial action. References shall be made to all kept records and accounts.

5.9. Liability

The CA agrees that it shall provide the Services under this Agreement in good faith and hereby warrants that the Services provided under this Agreement meet the professional standards for consultancy in the relevant field.

5.10. Indemnity

The CA agrees with the Government that –

(a) the CA shall perform all of its obligations under this Agreement at its own risk and releases, to the fullest extent permitted by law, and shall indemnify and keep the Government and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from carrying out of the Services except where such accident, damage, injury or death is caused or contributed to by any act or omission or negligence of the Government or its agents and servants and the CA expressly agrees that in the absence of any such act, omission or negligence as aforesaid the Government shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death.

(b) the CA shall indemnify and keep the Government indemnified from and against all actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (legal cost) charges and expenses whatsoever to which the Government shall or may be or become liable in respect of or arising from -

(i) the negligent use or act, misuse or abuse by the CA or the CA's Personnel, servants, agents or employees appointed by the CA in the performance of the Services; or

(ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to by carrying out the Services by the CA to any person and not caused by the negligence or willful act, default or omission of the Government, its agents or servants; or

(iii) any loss, damage or injury from any cause whatsoever to property or persons affected by the Services to the extent to which the same is occasioned or contributed to by the act, error**,** omission, neglect, breach or default of the CA or the CA's Personnel, servants, agents or employees; and

(c) the obligations under this clause shall continue after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

5.11. Insurance

The CA shall at its own cost and expense effect and maintain all necessary insurance including insurances for its professional architect, graduate architect, sub-professional staff and employees. The CA shall also ensure that the Sub-Consultant at their own costs maintain the same necessary insurance coverage. The insurance shall be valid until the expiry of the Defect Liability Period.

5.12. Professional Indemnity Insurance

(a) The CA warrants that the CA has taken and is maintaining its own cost and expense professional indemnity insurance covering its liabilities in respect of any act of negligence, error or omission of the CA, its employees, partners, servants and any persons under its supervision and the Sub-Consultant in the course of providing the Services under this Agreement. The professional indemnity insurance shall be valid and irrevocable not less that twelve (12) months after the expiry of the Defect Liability Period.

(b) The GR may at any time request the CA to produce a copy of the insurance policy as evidence that the insurances required under this clause are being maintained and remain valid not less than twelve (12) months after the expiry of the Defect Liability Period.

5.13. Emergency and Accident

(a) Where any accident, failure or other event occurs due to any cause whatsoever to, in or in connection with the Services provided for the Works or any part thereof either during the execution of the Works or during the Defect Liability Period or the period thereafter, the CA shall immediately report to the Government of the accident, failure or event together with the CA's proposal on any interim measures required to be taken.

(b) The CA shall conduct a full investigation on the accident, failure or event if directed in writing by the Government in order to determine the cause or reason for the accident, failure or event and submit a report of the investigation to the Government together with the CA's proposals for remedial works in respect thereof.

(c) If the Government directs the CA to carry out any remedial works as specified under clause 5.12 (b), the CA shall carry out the remedial works within fourteen (14) days from the date of the written direction.

(d) The CA shall immediately obtain the approval of the Government before giving any instruction for any variation of works required if an accident, failure or event had occurred and any delay in carrying out the variation will cause claims against the Government or involve danger to life or property.

(e) In the event that the Government decides that the investigation in relation to the accident, failure or event which occurred should be carried out by the Government, its employee or any person or body appointed or authorized by the Government, the CA shall give full co-operation and render all necessary assistance and facilities including the giving of access to all specifications, designs, records and other available information relating to the Works as may be required by the Government, its employee or such authorized person or body at no additional cost.

(f) If the accident, failure or event occurred is not due to the negligence, error, omission, default or poor supervision of the CA, then the Services provided by the CA hereto during the Defect Liability Period shall be construed as part

of the Basic Professional Services and the CA is not entitled to claim for any additional payment. Any services required from a third party for works not within the scope of Basic Professional Services described in **Appendix 1** of this Agreement shall also be paid accordingly by the Government.

(g) If the investigation reveals that the accident, failure or event which occurred is due to the negligence, error, omission, default or poor supervision of the CA, and its negligence, error, omission, default or poor supervision had resulted in injury, damage or loss of any person or property, then the CA shall be responsible for the injury, damage or loss caused to any person or property and shall undertake to−

(i) pay any person for the injury, damage or loss suffered by any person or his property; and

(ii) repair, replace or make good all injury, damages and/or pay all expenses and costs pertaining to injury and loss suffered by that person or his property.

(h) In the event that the CA fails to comply with clause 5.12(g) and the Government is held liable for damages to any person for injury, damage or loss suffered, or has to repair or make good such damages and/or losses, such payment shall be deducted from any payment due to the CA under this Agreement or shall be claimed from the CA as a debt due to the Government.

5.14. Confidentiality

(a) Except with the prior written consent or the instructions of the Government, the CA shall not at any time communicate to any person or body or entity any confidential information disclosed to the CA for the purpose of the provision of the Services or discovered by the CA in the course of this provision and performance of the Services; nor make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Services; nor make or cause to be made any

press statement or otherwise relating to the Services; nor make use of the Deliverables for the purposes other than that stipulated in this Agreement and the foregoing obligations shall not be rendered void by suspension, termination or expiry of this Agreement for whatsoever cause.

(b) This sub-clause shall not apply to information which:

(i) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause;

(ii) is already known to the other party to whom it is disclosed to, at the time of disclosure;

(iii) is independently developed without benefit of the confidential information of the other party;

(iv) is in possession of the CA without restriction before the date of receipt from the other party subject to the right of the Government to re-classify certain information as confidential.

(c) In the event that the CA receives a request to disclose all or any part of any confidential information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by the CA shall not constitute a violation of this Agreement provided that-

(i) the CA promptly notifies the Government of the existence, terms and circumstances surrounding such request;

(ii) the CA consults with the Government on the advisability of taking available legal steps to resist or narrow, such request; and

(iii) the CA exercises its best efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the information to be disclosed.

(d) This clause continues in force notwithstanding the termination of this Agreement for any reason.

5.15. Notice of Delay

In the event the CA encounters any delay in obtaining the required assistance and information set forth in clause 5.7(a), the CA shall notify the Government of such delay and its duration and the Government, at its absolute discretion, may grant an appropriate extension of time and other consideration appropriate for provision of the Services.

5.16. Assistance in Arbitration Inquiry or Litigation

The CA shall, if so required by the Government, within the period of work before completion, assist and advise the Government with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and if and when so required by the Government shall attend and give evidence or otherwise assist the Government before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Services. In the event of arbitration or other proceedings arising after the completion of Services, if so required by the Government, the CA shall assist in any manner whatsoever and advise the Government under the same conditions of engagements as are applicable generally to this Agreement, subject always to –

(a) the right of the CA to recover its time and cost in attending to this request, such time and cost to be negotiated separately with the Government; and

(b) the right of the CA to take appropriate measures to safeguard and protect its interest.

The CA shall be fully responsible to ensure that the Sub-Consultant shall conform to the terms stipulated under this clause.

5.17. Situation Beyond Control Of CA

(a) The CA shall immediately inform the Government in writing of any situation or the occurrence of any event beyond the reasonable control of the CA, which makes it impossible for the CA to carry out its obligations hereunder.

(b) If the Government agrees in writing that such situation or event exists, the Government may terminate this Agreement by giving not less than thirty (30) days written notice and shall pay all fees and payments due and outstanding to the CA in accordance with clause 14.0 within thirty (30) days from the date of termination of this Agreement.

(c) In the event of disagreement between the Parties as to the existence of such situation or event, the matter shall be referred to the GR as specified under item 5 in **Appendix 7** for a decision.

5.18. Prohibition on Association

The CA agrees that during and after the conclusion or termination of this Agreement, the CA shall limit its role for the Project to the provision of the Services and hereby disqualifies itself from the provision of goods or services in any capacity for the Project including bidding for any part of the Project except as the Government may otherwise agree or request the CA. The CA shall be fully responsible to ensure that the Sub-Consultant shall conform to the terms stipulated under this clause.

5.19. Prohibition on Conflicting Activities

No Personnel of the CA assigned to the Services under this Agreement nor the CA's staff, subsidiary or associate shall engage, directly or indirectly, either in his name or through his then employer, in any business or professional activities connected to the Services or Project and neither shall the CA's Personnel be so engaged directly or indirectly, either in his name or through the CA in any such other conflicting business or professional activities. The CA shall be fully responsible to ensure that the Sub-Consultant shall conform to the terms stipulated under this clause.

5.20. Independent Consultant

Nothing contained herein shall be construed as establishing or creating between the Government and the CA the relationship of master and servant or principal and agent. The position of the CA performing the Services is that of an independent consultant.

5.21. Technology and Knowledge Transfer

(a) If the CA appoints foreign professionals, the CA shall endeavour to ensure that the employees of the Government are trained or exposed to the expertise of such foreign professionals pursuant to a programme for technology and knowledge transfer.

(b) Pursuant to clause 5.20(a) above, the CA shall provide training for a minimum of Specify number of government officer..... officials nominated by the Government to be competent and conversant in the implementation of the Project.

(c) The CA shall allow the employees of the Government to be involved in the implementation of the Project commencing from the Commencement Date of this Agreement until the Contract Expiry Date.

5.22. Intellectual Property Rights

(a) Any intellectual property rights arising out of design, plans, calculations, drawings, Bill of Quantities developed or used for or incorporated in the Services shall vest in and become the sole property of the Government free and clear of all liens, claims and encumbrances. The CA shall not during or at any time after completion on the Services or after the expiry or termination of this Agreement, in any way, question or dispute the ownership of the Government. The CA shall be responsible to ensure the Sub-Consultant comply ~~to~~ with these terms.

(b) The CA agrees to grant to the Government free from all royalties, fees and other charges, all licenses in respect of intellectual property rights now or hereafter owned or controlled by the CA or in respect of which the CA has or will have the right to grant licenses of any design, plans, calculations, drawings, developed or used for or incorporated in the Services or any part thereof. The CA shall be responsible to ensure the Sub-Consultant comply ~~to~~ with these terms

(c) The CA shall defend and indemnify the Government from and against all claims, costs, damages, charges and proceedings whatsoever for or on account of infringement of any intellectual property rights in respect of any design, plans, calculations, drawings, documents, plant, equipment, machinery, material, methods or processes developed or used for or incorporated in the Services except where such infringement results from compliance with the Government's instructions in accordance with this

Agreement. The CA shall be responsible to ensure the Sub-Consultant comply to with these terms.

(d) Where any infringement results from compliance with the Government's instructions in accordance with this Agreement, any royalties, damages or other monies which the CA may be liable to pay to the persons entitled to such intellectual property rights shall be reimbursed by the Government.

PART C

GOVERNMENT'S OBLIGATIONS AND RIGHTS

6.0 GOVERNMENT'S OBLIGATIONS

6.1. Appointment of GR

(a) The Government shall appoint the person under item 5 in **Appendix 7** of this Agreement or other persons from time to time as the Government Representative ("GR") to carry out its obligations and to exercise its right under this Agreement, and the GR shall have the power to carry out such obligations and exercise such rights on behalf of the Government, except for the provisions under clause 10.0, 12.0 and 13.0 which are expressly reserved to the officer authorized as named in the signatories to this Agreement or any other officer authorized under section 2 of the Government Contracts Act 1949 [Revised 1973].

(b) The CA shall comply with all instructions issued by the GR in regard to matters expressly empowered to the GR to issue under this Agreement.

6.2. Obligation to give instructions, decisions, etc. without delay

(a) All instructions, notifications, consent or approval issued by the Government or the GR shall be in writing. However, the GR may, where necessary issue oral instructions, notifications, consent or approvals and such oral instructions, notifications, consents or approvals shall be followed in writing not later than seven (7) days thereafter.

(b) If the CA requires a decision from the Government for the performance of its Services under this Agreement, the CA shall submit its request in writing to the GR and the GR shall give its decision within the period stipulated under item 6 in **Appendix 7** of this Agreement.

6.3. Obligation to Supply Relevant Information and Assistance

(a) The CA may request all the necessary and relevant information which are in the possession of the Government required for purposes of carrying out of its Services under this Agreement. Notwithstanding the request, the Government shall have the discretion to supply the necessary information it deems relevant.

(b) Any necessary and relevant information supplied by the Government to the CA pursuant to clause 6.3(a) of this Agreement shall not relieve the CA of any of the CA's obligations under this Agreement.

(c) The Government gives no warranty in any manner whatsoever for the data, report, map, photograph, plan, drawing, record or other information either as to the accuracy or sufficiency or as to how the same should be interpreted

and the CA, when he makes use of and interprets the same, shall do so entirely at his own risk and it shall not constitute a breach of obligation on the part of the Government under clause 6.3(a) of this Agreement if such data, report, map, photograph, plan, drawing, record or information is not accurate or sufficient for the purpose of performing the CA's obligation under this Agreement.

(d) Where necessary, the Government shall assist the CA to obtain, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Government shall not be responsible for any damage to such land or any property thereon resulting from such access.

6.4. Payment to the CA for Services

(a) In consideration for the performance of the Services, the Government shall pay or reimburse to the CA –

(i) the Contract Price consist of the fixed ceiling consulting fee as specified in **Appendix 6B** (“Fixed Ceiling Consulting Fees”), supervision fee and the ceiling out of pocket expenses as specified in **Appendix 6C.** If the actual costs incurred in the performance of the Services does not exceed the Fixed Ceiling Consulting Fee downward adjustments can be made in accordance with **Appendix 6A** and **Appendix 6B**. The payment shall include amongst others the Government Service Tax, which amount shall be paid by the Government to the CA upon the CQS giving proof of the registration of the Service Tax Act 2018 with the Royal Customs Department of Malaysia. A copy of the registration of Government Service Tax with the Royal Customs Department of Malaysia is attached in **Appendix 11** of this Agreement.

(ii) Notwithstanding clause 6.4(a)(i), the Fixed Ceiling Consulting Fees as specified in **Appendix 6B** is fixed and cannot be adjusted throughout the Contract Period even if the Contract Sum for the Works exceeds the Estimated Contract Sum for Works or there is a change of the scope of Service or increase in the value of Works.

(iii) However the Fixed Ceiling Consulting Fees as specified in **Appendix 6 B** shall be adjusted and reduced proportionately according to the following formula if the Contract Sum for the Works is less than the Estimated Contract Sum for Works or there is a change of the scope of Service or reduce in the value of Works:

$$\frac{\textbf{Contract Sum for the Works}}{\textbf{Estimated Cost for the Works}} \times \textbf{Ceiling of the Consulting Fee}$$

(b) Payments under this Agreement shall be made progressively in stages/phases in accordance with the Schedule of Payment as in **Appendix 12** upon the CA furnishing to the Government all relevant drawings, design, reports, records and data when submitting request for payment.

(c) Payment to the CA shall be made within thirty (30) days upon receiving the proper invoices, vouchers and other appropriate supporting materials from the CA and be deposited to the account of the CA as specified under item 7 in **Appendix 7.**

(d) If any item or part of an item of an account/claims/invoices rendered by the CA is reasonably disputed or reasonably subject to question by the Government, the Government shall within thirty (30) days after receipt of the invoice by the GR inform the CA in writing of all items under dispute or subject to question. Payment by the Government of the remainder of the invoice shall not be withheld on such grounds.

(e) Except as otherwise agreed between the Government and the CA, payments in respect of all fees and expenses incurred by the CA shall be made in Ringgit Malaysia.

(f) If the CA intends to claim any additional payment pursuant to any clause of this Agreement, the CA shall within ninety (90) days of the occurrence of such event or circumstances or instructions give notice in writing to the GR of its intention for such claim and submit full particulars of the claims together with supporting documents, for the approval of the Government. If the CA fails to comply with this clause, the CA shall not be entitled to such claim and the Government shall be discharged from all liability in connection with the claim.

(g) Final payment of the Contract Price shall be made only after the final Deliverables and a final account, identified as such, have been submitted by the CA and approved as satisfactory by the Government. Any amount which the Government has paid or caused to be paid in excess of the costs actually incurred shall be reimbursed by the CA to the Government within thirty (30) days after receipt by the CA of notice thereof.

6.5. Withholding Payment

(a) The Government may by giving written notice to the CA, and without prejudice to any other rights the Government may have under this Agreement, withhold payments to the CA under this Agreement, upon the occurrence and continuance of any of the following events:

(i) the CA commits any breach of the terms and conditions of this Agreement; or

(ii) the progress of the Services fails to measure up to the aggregate payment made to date; or

(iii) any other condition which has arisen, which in the opinion of the Government, interferes or threatens to interfere with the successful carrying out of the Project or the accomplishment of the purposes of this Agreement; or

(iv) any failure of the CA to deliver the Services to the satisfaction of the Government.

(b) The CA may apply to the Government, within fourteen (14) days after receiving notice referred to in clause 6.5(a) to review the decision to withhold payments by submitting documents and other evidence to substantiate its claims that the Services is compatible to the payments received. The Government's decision on the application shall be final and conclusive.

6.6. Payment to Sub-Consultant

Payment to the Sub-Consultant shall be paid by the Government direct to the Sub-Consultant based on the proper invoice as stipulated under clause 6.4(b) above. The amount paid by the Government direct to the Sub-Consultant shall be deemed to be a payment to the CA by the Government under and by virtue of this Agreement.

6.7. No Liability of Government to Sub-Consultant

Nothing in this clause or anything else contained in this Agreement shall render the Government in any way liable to any Sub-Consultant.

6.8. Responsibilities of CA to Sub-Consultant

(i) The CA shall be fully responsible to ensure that the Sub-Consultant shall conform to the terms and conditions of this Agreement and shall be fully responsible for the acts, defaults or breach of any terms and/or conditions of this Agreement by Sub-Consultant on their part. The Government shall in no circumstances be liable to the CA for the default of any Sub-Consultant.

(ii) In the event of repudiation or abandonment of his sub-agreement by any Sub-Consultant, or the determination by the CA of the employment of the Sub-Consultant for any reason whatsoever under the sub- agreement, the CA shall do one of the following :

(a) with the consent of the GR (such consent not to be unreasonably withheld) employ another competent Sub-Consultant to complete the sub-agreement; or

(b) undertake to complete the sub-agreement himself.

PROVIDED THAT in any of such events the CA is entitled to be paid the same sum for the services to be executed as would have been payable had the original Sub-Consultant completed the sub-agreement without any default on its part.

7.0 GOVERNMENT'S RIGHTS

7.1. Proprietary Rights of The Government in Relation to Documents

(a) All reports and relevant data such as plans, statistics and supporting records or material compiled or prepared by the CA in the course of this Agreement shall be the absolute property of the Government throughout their preparation and at all times thereafter. The Government shall have the sole and exclusive right, title and ownership to the documents.

(b) The CA shall deliver all the plans, statistics and supporting records or material compiled or prepared in the course of this Agreement to the Government upon the Contract Expiry Date or earlier termination of this Agreement. The CA shall not use any information in the documents for purposes unrelated to this Agreement without the prior written consent of the Government save and except where the same is required by law or any other regulatory authority or for the purposes of the CA's quality performance review processes.

(c) The CA shall not publish alone or in conjunction with any other person any articles, photographs or other illustration relating to the Services unless with the prior written consent of the Government.

(d) The Government reserves the right to make use of all documents including drawings and specifications relating to the Services at any time and for any purpose it so wishes.

(e) The CA shall be responsible to ensure the Sub-Consultant comply to these terms.

PART D

DISPUTE RESOLUTIONS

8.0 DISPUTE RESOLUTION

8.1. Dispute Resolution by Government Representative

(a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) which are not capable of being amicably resolved between the Parties may be referred to the appointed GR.

(b) The GR who is appointed for such purposes shall undertake to resolve such dispute with all fairness and endeavour to achieve the best possible solution for the Parties.

(c) If the Consultant:

(i) fail to receive a decision from the GR within seven days (7) days after being requested to do so; or

(ii) is dissatisfied with any decision of the GR.

then such dispute or difference shall be referred to Dispute Resolution Committee within fourteen days (14) days.

8.2. Dispute Resolution Committee

(a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee (hereinafter referred to as the “Dispute Resolution Committee"), comprising –

(i) Deputy Secretary of the Ministry/Head of Department as the Chairman; (to refer 1PP/PK3.10)

(ii) one (1) representative to be appointed by the Government; and

(iii) one (1) representative appointed by the CA.

(b) The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavor to achieve an amicable settlement between the Parties in respect of any matter referred to it.

8.3. Arbitration

(a) If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant Parties within forty five (45) days after the date of referral, 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 Asian International Arbitration Centre (Malaysia) on the application of either Party hereto. Such arbitration shall be heard at the Asian International Arbitration Centre (Malaysia) and shall be conducted in accordance with the rules for arbitration of the Asian International Arbitration Centre (Malaysia) using the facilities and the system available at the Centre.

(b) Such reference shall not be commenced until after the completion or alleged completion of the Project or determination or alleged determination of the CA's employment under this Contract, or abandonment of the Project, unless with the written consent of the Government and the CA.

(c) In the event that such consent has been obtained in accordance with clause 8.3(b), 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 Agreement.

(d) 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.

(e) The award of the Arbitrator shall be final and binding on the Parties.

(f) In the event of the death of the arbitrator or his unwillingness or inability to act, then the Government and the CA upon agreement shall appoint another person to act as the arbitrator, and in the event the Government and the CA fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Asian International Arbitration Centre (Malaysia).

(g) this clause, "reference" shall be deemed to be reference to arbitration within the meaning of the Arbitration Act 2005.

(h) The arbitration shall be governed by the Arbitration Act 2005 and the laws of Malaysia.

PART E

SUSPENSION AND TERMINATION

9.0 SUSPENSION

9.1. Suspension and Resumption of Services

(a) The GR may at any time instruct the CA to suspend part or all of the Services by the giving the CA due notice in writing.

(b) Upon receipt of such instruction, the CA shall suspend part or all of the Services for such time and in such manner as specified in the instruction and shall duly protect, store and secure the Services against any deterioration, loss or damage.

(c) During the suspension period, the CA shall continue to perform his obligations under the Agreement which is not affected by the instruction to suspend, including the obligation to effect and maintain insurance.

(d) The GR may instruct the CA to resume the Services at any time thereafter. Upon receipt of such instruction the CA shall resume the Services and the Parties shall jointly examine the Services affected by the suspension. The CA shall make good any deterioration or defect in or loss of the Services which has occurred during the suspension. The CA shall also take all necessary actions to mitigate the expenses incurred.

9.2. Extension of Time

(a) If the CA suffers delay and/or incurs expenses in complying with the instruction under clause 9.1 and in resumption of the Services, and if such delay and/or expenses was not foreseeable by the CA, the CA shall give notice for extension of time. PROVIDED THAT the CA shall not be entitled to such extension if the suspension is due to a cause attributable to the CA and the CA shall not be entitled to payment of loss and expenses if the CA−

(i) fails to take measures specified in clause 9.1(b); and

(ii) fails to take all necessary action to mitigate the expenses incurred.

(b) In the event such suspension shall continue for a period of more than twelve (12) months, the Parties shall then discuss whether to mutually terminate the Agreement or suspend the Services for a further period.

9.3. Consequences of Mutual Termination

(a) If this Agreement is mutually terminated under this clause-

(i) clause 11.1 (b) shall apply; and

(ii) all costs and expenditure incurred by the Government and the CA shall be determined by the Government.

10.0 TERMINATION BY THE GOVERNMENT

10.1. Withholding Payment

If any of the conditions referred to in clause 6.5(a) shall have happened and be continuing for a period of fourteen (14) days after the Government has given written notice of withholding of payments to the CA under this Agreement, the Government may by written notice to the CA terminate this Agreement.

10.2. Default by the CA

(a) In the event the CA without reasonable cause −

(i) suspends the implementation of the Services;

(ii) fails to proceed regularly and diligently with the performance of its obligations under this Agreement;

(iii) fails to execute the Services in accordance with this Agreement ;

(iv) persistently neglects to carry out its obligations under this Agreement;

(v) defaults in performing the duties under this Agreement; or

(vi) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

(hereinafter referred to as the “CA Default”), then the Government shall give notice in writing (hereinafter referred to as the “Default Notice”) to the CA specifying the default and requiring the CA to remedy such defaults within fourteen (14) days from the date of issuance of the Default Notice (hereinafter referred to as the “Remedy Period”). If the CA fails to remedy the relevant default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect to the CA.

10.3. Events of Default

(a) If at any time during the Contract Period-

(i) the CA goes into liquidation or compounds with or enter into an arrangement or compositions with its creditors;

(ii) an order is made or resolution is effectively passed for winding up of the CA (except for the purpose of restructuring or amalgamation with the written consent of the Government, which consent shall not be unreasonably withheld);

(iii) a provisional liquidator, receiver or manager of its business or undertaking is appointed, or possession taken by or on behalf of the creditors or debenture holders secured by a floating charge of any property comprised in or subject of the said floating charge–over the assets of the CA; or

(iv) execution is levied against a substantial portion of the CA's assets; or

(v) the CA assigns the whole or any part of this Agreement; or

(vi) the CA did not obtain prior written approval from the Government for any sale or transfer of company's equity throughout the contract period;

(vii) any of the CA's director is prosecuted for any offences; or

(viii) any other condition which has arisen, which in the opinion of the Government, interferes or threatens to interfere with the successful carrying out of the Services or the accomplishment of the purposes of this Agreement,

then the Government shall have the right to terminate this Agreement forthwith by giving notice to that effect.

10.4. Consequences of Termination by the Government

(a) Upon termination of this Agreement under clause 10.1, 10.2 or 10.3 the powers and rights granted by the Government to the CA and the obligations in this Agreement shall terminate immediately.

(b) The CA shall hence forth –

(i) cease all the Services immediately;

(ii) submit to the Government the detailed reports of the costs of the Services and other payments which has become due and owing from

the Government prior to the termination for verification and approval by the Government;

(iii) forthwith, at its own costs and expense, vacate and remove from the Project Management Team's office any equipment, machineries and materials belonging to the CA, its Personnel, employees, servants and agents and make good all damage caused by such removal or such detachment;

(iv) at no cost, hand over all plans, drawings, reports, records, documents, specifications and similar materials to the Government save and except its own working papers and archival copy of any advice, reports or opinion of which are retained to support any advise opinion or report that the CA may provide;

(v) terminate all the third party contract entered into by the CA in relation to the Project on or before the date of termination and the Government shall not be liable for any termination costs arising thereby and shall be indemnified and held harmless by the CA in respect hereof;

(vi) allow a third party to enter into an agreement with the Government or any person deemed necessary by the Government for the purpose of carrying out or completing the Services.

(vii) bear all liabilities, obligations, claims, suits or proceedings whatsoever exiting prior to and as at the date of termination arising out of or in connection with-

(A). any other agreement entered by the CA in relation to its obligation under this Agreement; or

(B). any act of default, omission or negligence of the CA, its Personnel, employers, agents or servants,

and the Government shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings; and

(viii) pay to the Government not later than six (6) months after the date of termination the aggregate of-

(A) all amounts at that time which may be owing by the CA to the Government under this Agreement; and

(B) any costs and expenses (including any incidental costs and expenses) paid or incurred by the Government arising from such default including any additional costs incurred by the Government in having to engage third party to complete the Service in excess of the costs and expenses which would have been incurred by CA in completing the Services

(c) The Government shall hence forth −

(i) pay the CA part of the consulting fees in proportion to the amount of the Services performed up to the date of termination;

(ii) deduct all costs, losses and damages incurred under 10.4 (b)(viii), from the payment then or thereafter due to the CA. The amount, if any, remaining to be paid thereafter to the CA and the amount under clause 10.4 (c)(i) shall constitute the CA's sole claim for payment following termination under clauses 10.1, 10.2 and 10.3

(iii) be entitled to claim against the CA for any losses and/or damages suffered as a result of the termination; and

(iv) be entitled to appoint another consultant to perform the Services

(d) For the avoidance of doubt, the Parties hereby agree that the CA shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 10.4 (c)(i) (if any). The Parties further agree that the payment made by the Government under clauses 10.4 (c)(i) shall constitute as a full and final settlement between the Parties.

11.0 TERMINATION BY THE CA

(a) If the Government without reasonable cause fails to perform or fulfil any of its obligations which adversely affects the CA's obligations under this Agreement, then the CA may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within fourteen (14) days after receipt of such notice or such extended period as agreed by the Parties.

(b) If the Government fails to remedy the relevant default within such period or such other extended period as agreed by the Parties, the CA shall be entitled to terminate this Agreement at any time by giving notice to that effect.

11.1. Consequences of Termination by the CA

Upon such termination, the CA shall accept the following undertaking by the Government as full and complete settlement of all claims for payment under or arising out of this Agreement:

(a) the powers and rights granted by the Government to the CA and the obligations in this Agreement shall terminate immediately.

(b) The CA shall −

(i) cease all the Services immediately;

(ii) submit to the Government the detailed reports of the costs of the Services and other payments which has become due and owing from the Government prior to the termination for verification and approval by the Government;

(iii) forthwith, at its own costs and expense, vacate and remove from the Project Management Team's office any equipment, machineries and materials belonging to the CA, its Personnel, employees, servants and agents and make good all damage caused by such removal or such detachment;

(iv) at no cost, hand over all plans, drawings, reports, records, documents, specifications, drawings including intellectual property rights and similar materials to the Government;

(v) terminate all the third party contract entered into by the CA in relation to the Project on or before the date of termination and the Government shall not be liable for any termination costs arising thereby and shall be indemnified and held harmless by the CA in respect hereof;

(vi) allow a third party to enter into an agreement with the Government or any person deemed necessary by the Government for the purpose of carrying out or completing the Services;

(vii) bear all liabilities, obligations, claims, suits or proceedings whatsoever exiting prior to and as at the date of termination arising out of or in connection with-

a. any other agreement entered by the CA in relation to its obligation under this Agreement; or

b. any act of default, omission or negligence of the CA, its Personnel, employers, agents or servants,

and the Government shall not be liable in respect of such liabilities, obligations, claims, suits or proceedings; and

(viii) pay to the Government not later than six (6) months after the date of termination the aggregate of all amounts at that time which may be owing by the CA to the Government under this Agreement.

(c) The Government shall −

(i) pay the CA part of the consulting fees in proportion to the amount of the Services performed up to the date of termination;

(ii) deduct all costs, losses and damages incurred under 10.4 (b)(viii), from the payment then or thereafter due to the CA. The amount, if any, remaining to be paid thereafter to the CA and the amount under clause 11.1 (c)(i) shall constitute the CA's sole claim for payment following termination under clause 11.1.

(iii) be entitled to claim against the CA for any losses or damages suffered as a result of the termination; and

(iv) be entitled to appoint another consultant to perform the Services.

(d) For the avoidance of doubt, the Parties hereby agree that the CA shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 11.1 (c)(i) (if any). The Parties further agree that the payment made by the Government under clause 11.1 (c)(i) shall constitute as a full and final settlement between the Parties.

12.0 TERMINATION ON NATIONAL INTEREST

(a) Notwithstanding any provisions of this Agreement, the Government may terminate this Agreement by giving not less than fourteen (14) days notice to that effect to the CA (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.

(b) Upon such termination −

(i) clause 11.1 shall be applicable; and

(ii) the Parties hereby agree that the CA shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever other than those stipulated under clause 11.1 (c)(i). The Parties further agree that the payment made by the Government under clause 11.1 (c)(i) shall constitute as a full and final settlement between the Parties.

13.0 TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES

(a) Without prejudice to any other rights of the Government, if the CA, its Personnel, servants or employees, is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Agreement or any other agreement that the CA may have with the Government, the Government shall be entitled to terminate this Agreement at any time by giving immediate written notice to that effect to the CA.

(b) Upon such termination −

(i) clauses 10.4(b) and (c) be applicable;

(ii) the Government shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Government arising from such termination.

(iii) For avoidance of doubt, the Parties hereby agree that, subject to 13 (b)(i), the CA shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement

14.0 FORCE MAJEURE

14.1. Events

Neither Party shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations under this Agreement or any part of them as a result of the occurrence of an Event of Force Majeure. An “Event of Force Majeure” shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall mean –

(a) war (whether declared or not), hostilities, invasion, armed conflict, acts of foreign enemy, insurrection, revolution, rebellion, military or usurped power, civil war, or acts of terrorism;

(b) ionising radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;

(c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;

(d) natural catastrophe including but not limited to earthquakes, floods, subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather; and

(e) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the CA or its employees, which causes, or can reasonably be expected to cause either Party to fail to comply with its obligations,

PROVIDED THAT Event of Force Majeure shall not include economic downturn, non-availability or insufficient of fund or lack of financing on the part of the CA to perform its obligations under this Agreement.

14.2. Notification of Force Majeure

If any Event of Force Majeure occurs which renders a Party unable to perform or fulfil any of its obligations under this Agreement, the Party so affected shall immediately notify the other in writing of the occurrence of any Event of Force Majeure applicable to its obligations under this Agreement giving full details thereof and measures being taken by the Party so affected to reduce the severity of such event and subsequently the cessation of such event. If either Party does not agree that an Event of Force Majeure has occurred then the dispute shall be referred to the GR for a decision.

14.3. Termination by Force Majeure

If an Event of Force Majeure has occurred and either Party reasonably considers such Event of Force Majeure applicable to it to be of such severity or to be continuing for a period of more than six (6) months then the Parties may mutually terminate this Agreement.

14.4. Consequences of Termination due to Event of Force Majeure

If this Agreement is terminated pursuant to clause 14.3, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claims against each other save and except in respect of any antecedent breach.

14.5. Delay

(a) Any Party to this Agreement affected by the Event of Force Majeure who has complied with the requirement to provide notice in accordance with clause 14.2 shall not be liable for any delay in performing its obligation under this Agreement to the extent that such delay has been caused by one or more of Event of Force Majeure and the time for completion of any obligation under this Agreement shall be extended by the amount of the delay caused by such Event of Force Majeure. If the Parties do not agree as to the duration of the delay, the disagreement shall be referred to the GR for a decision.

(b) Notwithstanding clause 14.5(a), if the continuing occurrence of an Event of Force Majeure is of such severity that it frustrates the original intention and objective of the Parties hereto, the Parties hereto shall forthwith take steps to discuss the circumstances and the consequences of such event and shall consider how best to achieve the objectives of this Agreement in such circumstances and shall, if appropriate, give consideration to any amendment of this Agreement and the terms and conditions of such amendments.

14.6. Restoration

Notwithstanding any other provision in this Agreement, if an Event of Force Majeure occurs and this Agreement is not terminated then in any case where the delivery of

the Services or any part thereof has been affected, the CA shall restore such Services to what it was immediately prior to the occurrence of that Event of Force Majeure at its own expenses. Where as a result of such restoration the CA is able to demonstrate that it has incurred substantial costs affecting the Services, the CA may apply to the Government for such remedies to enable the Company to recover the costs of such restoration.

14.7. Insurance

Notwithstanding any other Clause, the CA shall ensure that whenever reasonably practicable insurance is effected (whether by itself or by its contractors) to cover the occurrence of Events of Force Majeure, PROVIDED THAT such Events of Force Majeure are reasonably and practicably insurable.

PART F

GENERAL PROVISIONS

15.0 AMENDMENT

No modification, amendment or waiver of any of the provisions of this Agreement shall be valid unless it is made in writing by way of supplementary agreement specifically referring to this Agreement and duly signed by the Parties or its duly authorised representatives. The provision in respect of such amendment, variation or modification thereof shall be supplemental to and be read as an integral part of this Agreement which shall remain in full force and effect as between the Parties.

16.0 NOTICES

(a) Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing in Bahasa Malaysia or English language and delivered to the address or facsimile number of the Government or the CA, as the case may be, shown below or to such other addresses, or facsimile numbers as either party may have notified the sender and shall unless otherwise specified herein deemed to be duly given or made, in the case of delivery in person, when delivered to the recipient at such address or by facsimile transmission, when the recipient's facsimile number is shown on the sender's print-out for the transmission regarding the date, time and transmission of all pages, as specified under item 9 in **Appendix 7** of this Agreement.

(b) It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen days (14).

17.0 GOVERNING LAW

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

18.0 COMPLIANCE WITH LAWS AND REGULATIONS

(a) The CA shall comply with all applicable laws and regulations in Malaysia and all statutory requirements, standards and guidelines, regulating or relating to the conduct, trade, business of it's profession and shall be fully and solely liable for the provisions of the Services.

(b) The CA shall comply with relevant policies, procedures and regulations of the Government in carrying out the Services.".

19.0 SEVERABILITY

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

20.0 ASSIGNMENT

The CA shall not assign, transfer or novate this Agreement or any part of it or any benefit or interest conferred by this Agreement to any third party.

21.0 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties and none of them shall have any authority to bind the other in any way nor shall this Agreement be construed to constitute any party the agent of the other party.

22.0 ADVERTISEMENT

No advertisement in respect of this Agreement shall be published by the CA or with the CA's authority in the newspaper, magazine or in any forms of advertisement without prior written approval of the Government.

23.0 TIME

Time wherever mentioned, shall be of the essence of this Agreement.

24.0 COSTS AND STAMP DUTY

The CA shall solely bear the stamp duties, legal costs and fees in the preparation and execution of this Agreement and anything incidental thereto.

25.0 INCOME TAX

(a) The CA and Personnel, including any expatriate personnel and/or foreign Associated Consultant(s) for the Services shall submit the necessary tax

returns as required by the Director-General of Inland Revenue in respect of their income in order that tax can be assessed.

(b) The Government shall deduct tax from all payments due to any expatriate personnel and/or foreign Associated Consultant(s) at the rate prescribed under the withholding tax laws in effect in Malaysia.

(c) The Government agrees to reimburse the foreign Associated Consultant(s) any excess payment in income tax.

26.0 SCHEDULES AND APPENDICES

All Schedules and Appendices herewith shall form an integral part of this Agreement and are to be taken as mutually explanatory of one another. However, if there is any ambiguity or discrepancy −

(a) between the Appendices with the terms and conditions of this Agreement, then the terms and conditions of this Agreement shall prevail over the Appendices; or

(b) in the Appendices of this Agreement, the GR and CA shall reach a mutual understanding to resolve the ambiguity or discrepancy.

27.0 WAIVER

Failure by any party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of its right to enforce the breach of such provision or any of the provision in this Agreement or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Agreement.

28.0 CUSTODY OF AGREEMENT

This Agreement shall be prepared in both original and certified duplicate copy. The original of this Agreement shall remain in the custody of the Government and shall be made available at all reasonable times for the inspection of the CA. The duplicate copy shall be kept by the CA.

29.0 SUCCESSORS BOUND

This Agreement shall be binding upon each of the Parties hereto and their respective successors in title.

PART G

SPECIAL PROVISIONS

[NOTE : WHERE THERE IS A NEED FOR SPECIAL CONDITIONS OVER AND ABOVE THE GENERAL CONDITIONS, THIS SECTION IS TO BE INSERTED BY THE RELEVANT AGENCY WITH THE APPROVAL OF THEIR RESPECTIVE LEGAL ADVISORS. OTHERWISE THIS PAGE TO BE LEFT AS SUCH ABOVE]

- None -

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and the year first hereinbefore appearing.

SIGNED for and on behalf of)……(Signature)……
THE GOVERNMENT)(Name, Designation & Department's Seal)

In the presence of:

…….....
Name of witness :
NR IC No. :

SIGNED for and on behalf of)……(Signature)……
THE CA) (Name, Designation & Company's Seal)

In the presence of:

……
Name of witness :
NR IC No. :

PART A : SCHEDULE OF SERVICES

ARCHITECTURAL SERVICES

1.0 TYPES OF PROFESSIONAL SERVICES

The CA shall provide any or all of the following types of professional services:

(a) Basic Professional Services

(b) Additional Professional Services

(c) Special Services

(d) Supervision On Site

2.0 BASIC PROFESSIONAL SERVICES

The Basic Professional Services that may be provided by the CA shall comprise any or all of the following phases:

(a) Schematic Design Phase

(b) Design Development Phase

(c) Contract Documentation Phase

(d) Contract Implementation and Management Phase

(e) Final Completion Phase

Basic Professional Services under Schematic Design Phase

The Basic Professional Services that may be provided by the CA under the Schematic Design Phase include :

(a) taking the Government's instruction and analysing the project brief;

(b) preparing preliminary conceptual sketch proposals to interpret the project brief;

(c) developing the preliminary conceptual sketch proposals into sketch designs to a stage sufficient to enable an application to be made for planning approval or approval in principle as required under any relevant laws and regulations;

(d) preparing preliminary estimates of the probable construction cost based on current area, volume or other unit costs;

(e) where applicable, preparing and submitting the drawings and other necessary documents to relevant approving authorities for either planning approval or approval in principle as required under any relevant laws.

Basic Professional Services under Design Development Phase

The Basic Professional Services that may be provided by the CA under the Design Development Phase include:

(a) upon the approval of the sketch design by either the relevant authority or the Government, developing the schematic design drawings to a stage to enable other consultants to commence their detailed design work;

(b) preparing working drawings and submitting the same together with all necessary particulars to the relevant approving authorities to obtain statutory building approval;

(c) updating the preliminary estimates of construction costs and submitting the same to the Government;

(d) updating the project planning and implementation schedule and submitting the same to the Government for approval.

Basic Professional Services under Contract Documentation Phase

The Basic Professional Services that may be provided by the CA under the Contract Documentation Phase include:

(a) upon the approval by the Government of the updated preliminary estimates of construction costs and the project planning and implementation schedule, preparing and finalising the detailed drawings and other particulars necessary to the stage of completion sufficient to enable bills of quantities to be prepared;

(b) in collaboration with other consultants, preparing all documents necessary for obtaining competitive tenders for the works;

(c) inviting, on behalf of the Government, tenders for the work or collaborating with the other consultants engaged by the Government to do so;

(d) evaluating the results of the tenders and submitting a report and recommendation to the Government;

(e) awarding the contract on behalf of the Government;

(f) preparing the building contract documents either alone or in collaboration with other consultants appointed by the Government for signature by the Government and the contractor.

Basic Professional Services under Contract Implementation & Management Phase

The Basic Professional Services that may be provided by the CA under the Contract Implementation and Management Phase include:

(a) performing all functions and duties of the CA under the terms and conditions of the building contract;
(b) advising the Government on the site staff required for the project and estimating the cost and the duration of their employment;
(c) providing information and issuing instructions to the contractor as required under the terms and conditions of the building contract to enable the contractor to proceed with the works;
(d) examining the works programme submitted by the contractor and to be satisfied that the works can reasonably be completed within the contract period;
(e) inspecting the works at periodic intervals so as to ensure that the works are being executed in accordance with the building contract and to issue the Certificate of Practical Completion.

Basic Professional Services under Final Completion Phase

The Basic Professional Services that may be provided by the CA under the Final Completion Phase include:

(a) issuing Certificate of Completion and Compliance for buildings after having satisfied that the buildings are fit and safe for occupancy;

(b) certifying as-built drawings and submitting maintenance manuals together with all warranties to the Government;

(c) issuing Certificate of Making Good Defects after having satisfied that all defects to the building(s) have been rectified;

(d) preparing final accounts for the contract and issuing a final certificate of payment to the contractor.

3.0 ADDITIONAL PROFESSIONAL SERVICES

The Additional Professional Services to be rendered by the CA shall be as follows:

(a) inspecting and advising on the selection and suitability of sites, conducting or taking part in negotiations connected therewith, taking levels and preparing measured drawing plans of sites, sites and buildings or existing buildings;

(b) inspecting, reporting and giving advice on the condition of buildings;

(c) preparing schedules of dilapidations for either the landlord or the tenant, taking particulars on site, preparing specifications for repairs and supervising the execution;

(d) preparing a preliminary technical appraisal of a project to enable the Government to reach a decision on whether to proceed and the form and content that the Project shall take;

(e) involving in special or protracted negotiations for waivers and appeals and in connection with applications for town planning approvals or for approvals under building by-laws including applying for conversions of land for development purposes, zoning and densities;

(f) amending or preparing new drawings or producing information as a result of the Government's instructions to amend the content, scope, design or details of a project, building or part thereof after the Project or building has been approved and finalised; and

(g) putting in additional time or work due to delays in the Contract beyond the control of the CA.

(h) carrying out such other additional professional services, if any, as directed by the Government.

4.0 SPECIAL SERVICES

The special services to be rendered by the CA shall consist of the following:

(a) preparing detailed development plans in connection with housing or other development based on a layout plan approved by the relevant approving authority;

(b) providing full interior design services including the taking of instruction from the Government; formulating the brief, deciding on the themes, estimating and establishing the budget and implementation schedule, preparing sketch layouts and studies, preparing working and construction drawings, details, schedules and colour schemes, designing special items of furniture where appropriate or giving detailed advice on the selection of furniture, fittings and soft furnishings, preparing tender documents, obtaining tenders or quotations and advising thereon, accepting on behalf of the Government offers for implementation, preparing the contract documents if necessary, managing the contract, supervising the works and certifying the works on completion;

(c) Serving as an expert or as an expert witness in connection with litigation, giving evidence, setting proofs, conferring with legal counsel, attending court or arbitration or other inquiries;

(d) Serving as a specialist consultant;

(e) Providing town planning services;

(f) Providing project management services; and

(g) Obtaining other professional services (Associated Consultants) for the Works.

5.0 SUPERVISION ON SITE

(a) The CA may be required to provide part-time or full-time supervision on site. Where such service is required, the number of staff to be employed, including the CA's own staff to be seconded to site for the purpose, shall be approved in writing by the Government.

(b) Unless otherwise agreed to by the approving authorities concerned, the CA shall be in full control of, and responsible for, construction supervision of the Works on site.

(c) All site staff shall be under the control of, and take instructions from the CA.

ENGINEERING SERVICES

1.0 TYPES OF PROFESSIONAL SERVICES

(a) The professional services to be provided shall consist of any or combination of the following :

(i) Basic Professional Services
(ii) Additional Professional Services
(iii) Supervision On Site

(b) The basic professional services that shall be provided are for any of the following types of works:

(i) **Type A Works** - namely civil and structural engineering works (other than structural engineering works in building), mechanical engineering works and electrical engineering works (other than the engineering systems in buildings).

(ii) **Type B Works** - namely structural engineering works in buildings; i.e. all works in structural reinforced concrete, pre-stressed concrete, steel, timber and other materials or a combination of any of these, which are designed to transmit the weight of, and the load on, the building to the ground and includes the foundation and excavations connected with them.

(iii) **Type C Work** - namely engineering systems in buildings; i.e. means all mechanical and electrical services, plant and equipment installed for the complete functionality of the building, including but not limited to :

- lighting, power and electrical distribution system;
- air-conditioning and mechanical ventilation system;
- fire-fighting and prevention system;
- stage lighting system and mechanism;
- hot and cold water system;
- steam generating system;
- gas distribution system;
- telephone distribution and intercommunication system;
- lightning protection system;
- electrical substation;
- public address system, personnel location and call system;
- radio and television system;
- security system
- lift, hoist, dumbwaiter and escalator
- standby generator
- soil and waste water piping system
- pumping installation within the building
- integrated building management system
- compressed air and vacuum system
- refrigeration and cooling water system.

2.0 BASIC PROFESSIONAL SERVICES

2.1. Type A Works - Basic Professional Services

The Basic Professional Services to be rendered in this paragraph include the provision of all expert technical advice and skills, which are normally required for the Works for any or all of the 5 stages below:

(a) Preliminary Stage

The Services to be provided at this stage include:

(i) investigating data and information relevant to the Works and considering any reports relating to the Works;

(ii) advising the Government on making any further topographical survey of the proposed site of the Works which may be necessary to supplement available topographical information;

(iii) advising the Government on the need to carry out any geotechnical investigation which may be necessary to supplement the available geotechnical information, arranging for such investigation, certifying the amount of any payments to be made by the Government to the persons, firms or companies carrying out such investigation under the CA's or the Sub-Consultant's direction, and advising the Government on the results of such investigation;

(iv) advising the Government on the need for arrangements to be made, in accordance with paragraph 3.1 of this Schedule, for the carrying out of special surveys, special investigation or model tests and advising the Government of the results of any such surveys, investigations or tests carried out;

(v) consulting any local or other approving authorities on matters of principle in connection with the Works;

(vi) preparing such reports and documents as are reasonably necessary to enable the Government to consider the proposals, including alternatives for the constructions of the Works in the light of the investigations carried out by him at this stage, and to enable the Government to apply for approval in principle for the execution of the Works in accordance with such proposals from the appropriate authorities.

(b) Design Stage

The Services to be provided at this stage include:

(i) preparing designs, including reinforced concrete and structural steel work designs, and tender drawings in connection with the Works, including bar bending schedules, if required; and

(ii) preparing such condition of contract, specifications, schedules and bills of quantities as may be necessary to enable the Government to obtain tenders or otherwise award a contract for carrying out of the Works.

(c) Tender Stage

The Services to be provided at this stage comprise advising the Government as to the suitability for carrying out the Works of the persons, firms or companies tendering and as to the relative merits of the tenders, including relative merit of alternative tenders, prices and estimates received for carrying out the Works.

(d) Construction Stage

The Services to be provided at this stage include:

(i) advising on the preparation of formal contract documents, including Letter of Acceptance relating to the accepted tenders for carrying out the Works or any part thereof;

(ii) inspecting and testing during manufacture and installation such electrical and mechanical materials, machinery and plant supplied for incorporation in the Works as are usually inspected and tested by the CA or the Sub-Consultant on behalf of the CA, and arranging and witnessing acceptance tests;

(iii) advising the Government on the need for special inspection or testing other than that referred to in sub- paragraph 2.1(d)(ii) of this Schedule;

(iv) advising the Government on the appointment of site staff in accordance with paragraph 4.0 of this Schedule;

(v) issuing construction drawings to enable the Works to be carried out by the Contractor or any other party to facilitate the execution of the Works;

(vi) preparing any further bar bending schedules, designs and drawings, if required;

(vii) examining and approving the Contractor's proposals and working drawings relating to the Works;

(viii) making such visits to site as the CA or the Sub- Consultant on its behalf considers necessary to satisfy himself as to the performance of any site staff appointed pursuant to paragraph 4.0 of this Schedule and to satisfy himself that the Works are executed generally according to contract or otherwise in accordance with good engineering practice;

(ix) giving all necessary instructions relating to the Works to the Contractor;

(x) issuing all certificates as required in the contracts;

(xi) performing any duties which the CA or its Sub- Consultant on its behalf may be required to carry out in any contract for the execution of the Works;

(xii) delivering to the Government on the completion of the works such records and manufacturer's manuals as are reasonably necessary to enable the Government to operate and maintain the Works;

(xiii) delivering to the Government duly signed and endorsed as-built drawings prepared by the Contractor; and

(xiv) deciding any dispute or difference arising between the Government and the Contractor in connection with the Works and referred to the CA for

his decision provided that this professional service shall not extend to advising the Government following the taking of any step in or towards any arbitration or litigation in connection with the Works.

(e) Defect Liability Period Stage

Wherever applicable, the Services to be provided by the CA at this stage include:

(i) in the event of non-conformance to the performance requirement of Works rendered, the CA shall be responsible for compiling, investigating, evaluating and forwarding proposal for rectification to the Contractor as well as to inspect and certify the completion of such rectification Works;

(ii) preparing an assessing of the performance of the Contractor to GR;

(iii) conducting or attending periodic maintenance meetings;

(iv) compiling all complaints and submitting the complaints to Contractor for rectification;

(v) monitoring, inspecting and certifying rectification Works done by the Contractor;

(vi) in the event the Contractor fails to carry out the rectification Works, the CA shall propose a means of getting the rectification done subject to approval from the Government;

(vii) inspecting and compiling final defects list at the end of Defects Liability Period and to monitor and certify the Works that have been carried out;

(viii) at the end of defect liability period, the CA shall certify that all defects have been carried out and then shall prepare and recommend the Certificate of Making Good Defects and closing of account to GR;

(ix) preparing and recommending the Certificate of Making Good Defects and closing of account;

(x) making recommendation to the Government regarding the competent persons necessary for the inspection and operation of the installation during its lifetime according to the law; and

(xi) any other responsibilities which are deemed necessary to be done by an engineer for the successful implementation of the Works.

2.2. Type B Works - Basic Professional Services

The Basic Services to be rendered by the CA or the Sub-Consultant on its behalf, in this paragraph include the provision of all expert technical advice and skills, which are normally required for the Works for which the CA or the Sub-Consultant on its behalf has been engaged for any or all of the 5 stages below:

(a) Preliminary Stage

The Services to be provided by the CA or the Sub-Consultant on its behalf at this stage include:

(i) investigating data and information relevant to the Works and considering any reports relating to the Works;

(ii) advising the Government on making any further topographical survey of the proposed site of the Works which may be necessary to supplement available topographical information;

(iii) advising the Government on the need to carry out any geotechnical investigation which may be necessary to supplement the available geotechnical information, arranging for such investigation, certifying the amount of any payments to be made by the Government to the persons, firms or companies carrying out such investigation under the CA's direction or the Sub- Consultant on its behalf, and advising the Government on the results of such investigation;

(iv) advising the Government on the need for arrangements to be made, in accordance with paragraph 3.2 of this Schedule, for the carrying out of special surveys, special investigation or model tests and advising the Government of the results of any such surveys, investigations or tests carried out;

(v) consulting any local or other approving authorities on matters of principle in connection with the Works;

(vi) consulting any architect appointed by the Government in connection with the architectural treatment of the Works;

(vii) providing sufficient structural information to enable the architect to produce his sketch plan; and

(viii) preparing such reports and documents as are reasonably necessary to enable the Government to consider the CA's proposals or the Sub-Consultant on its behalf, including alternatives for the constructions of the Works in the light of the investigations carried out by him at this stage, and to enable the Government to apply for approval in principle for the execution of the Works in accordance with such proposals from the appropriate authorities.

(b) Design Stage

The Services to be provided by the CA or its Sub-Consultant on its behalf at this stage include:

(i) Developing the design of the Works in collaboration with the architect and others, preparing calculations, drawings and specifications for the Works to enable a bill of quantities to be prepared by others, consulting any local or other approving authorities in collection with the design of the Works and preparing typical details and typical calculations; and

(ii) preparing such calculations and details relating to the Works as may be required for submission to any appropriate authority, preparing all other drawings in sufficient details to enable construction to be carried out, and advising on conditions of contract and specifications relevant to the Works and on forms of tender and invitation to the tender as they relate to the Works.

(c) Tender Stage

The Services to be provided by the CA or the Sub-Consultant on its behalf at this stage comprise advising the Government as to the suitability for carrying out the Works of the persons, firms or companies tendering and as to the relative merits of the tenders, including relative merit of alternative tenders, prices and estimates received for carrying out the Works.

(d) Construction Stage

The Services to be provided by the CA or the Sub-Consultant on its behalf at this stage include:

(i) advising on the preparation of formal contract documents including Letter of Acceptance relating to the accepted tenders for the Works;

(ii) inspecting and testing during manufacture and installation such electrical and mechanical materials, machinery and plant supplied for incorporation in the Works as are usually inspected and tested by CA or the Sub-Consultant on its behalf, and arranging and witnessing acceptance tests;

(iii) advising the Government on the need for special inspection or testing other than that referred to in sub- paragraph 2.2(d)(ii) of this Schedule;

(iv) advising the Government on the appointment of site staff in accordance with paragraph 4.0 of this Schedule;

(v) issuing construction drawings to enable the Works to be carried out by the Contractor or any other party to facilitate the execution of the Works;

(vi) preparing any further designs, specifications and drawings to enable the contractor to carry out the Works but shall not include the preparation of any shop details relating to the Works or any part of them;

(vii) examining and approving the Contractor's proposals and working drawings relating to the Works;

(viii) checking shop details for general dimensions and adequacy of members and connections;

(ix) approving the Contractor's testing procedures and inspecting the Works on completion;

(x) advising the Government or the architect as to the need to vary any part or the Works;

(xi) making such visits to site as the CA or the Sub- Consultant on its behalf considers necessary to satisfy himself as to the performance of any site staff appointed pursuant to paragraph 4.0 of this Schedule and to satisfy himself that the Works are executed generally according to contract or otherwise in accordance with good engineering practice;

(xii) giving all necessary instructions relating to the Works to the Contractor;

(xiii) issuing all certificates as required in the contracts;

(xiv) performing any duties which the CA or the Sub- Consultant on its behalf may be required to carry out in any contract for the execution of the Works;

(xv) delivering to the Government on the completion of the works such records and manufacturer's manuals as are reasonably necessary to enable the Government to operate and maintain the Works;

(xvi) delivering to the Government duly signed and endorsed as-built drawings prepared by the Contractor; and

(xvii) deciding any dispute or difference arising between the Government and the Contractor in connection with the Works and referred to the CA or the Sub-Consultant on its behalf for his decision provided that this professional service shall not extend to advising the Government following the taking of any step in or towards any arbitration or litigation in connection with the Works.

(e) Defect Liability Period Stage

Wherever applicable, the Services to be provided by the CA or the Sub-Consultant on its behalf at this stage include:

(i) in the event of non-conformance to the performance requirement of Works rendered, the CA or the Sub- Consultant on its behalf shall be responsible for compiling, investigating, evaluating and forwarding proposal for rectification to the Contractor as well as to inspect and certify the completion of such rectification Works;

(ii) preparing an assessing of the performance of the Contractor to the GR;

(iii) conducting or attending periodic maintenance meetings;

(iv) compiling all complaints and submitting the complaints to Contractor for rectification;

(v) monitoring, inspecting and certifying rectification Works done by the Contractor;

(vi) in the event the Contractor fails to carry out the rectification Works, the CA or the Sub-Consultant on its behalf shall propose a means of getting the rectification done subject to approval from the Government;

(vii) inspecting and compiling final defects list at the end of Defects Liability Period and to monitor and certify the Works that have been carried out;

(viii) at the end of defect liability period, the CA or the Sub- Consultant on its behalf shall certify that all defects have been carried out and then shall prepare and recommend the Certificate of Making Good Defects and closing of account to GR;

(ix) preparing and recommending the Certificate of Making Good Defects and closing of account;

(x) making recommendation to the Government regarding the competent persons necessary for the inspection and operation of the installation during its lifetime according to the law; and

(xi) any other responsibilities which are deemed necessary to be done by an engineer for the successful implementation of the Works.

2.3. Type C Works - Basic Professional Services

The Basic Services to be rendered by the CA or the Sub-Consultant on its behalf in this paragraph include the provision of all expert technical advice and skills, which are normally required for the Works for which the CA or the Sub-Consultant on its behalf has been engaged for any or all of the 5 stages below:

(a) Preliminary Stage

The Services to be provided by the CA or the Sub-Consultant on its behalf at this stage include:

(i) investigating data and information relevant to the Works and considering any reports relating to the Works;

(ii) consulting any local or other approving authorities on matters of principle in connection with the design of the Works;

(iii) providing sufficient preliminary information and approximate estimates (based on unit volume, unit surface area or similar bases of estimation) regarding the Works to enable the Government or the architect to prepare architectural sketch plans and budget estimates for the project;

(iv) consulting any architect appointed by the Government in connection with the architectural treatment of the Works; and

(v) preparing such reports and documents as are reasonably necessary to enable the Government to consider the CA's proposals or the Sub-Consultant on its behalf, including alternatives for the construction of the Works in the light of the investigations carried out by him at this stage, and to enable the Government to apply for approval in principle for the execution of the Works in accordance with such proposals from the appropriate authorities.

(b) Design Stage

The Services to be provided by the CA or the Sub-Consultant on its behalf at this stage include:

(i) preparing designs and tender drawings, and providing information as to plant rooms, main service ducts and other similar elements to be incorporated in the building structure, and information as to the approximate weights of items of heavy plant and equipment which are to be incorporated in the Works; and

(ii) advising on condition of contract, preparing specifications and schedules as may be necessary to enable Government to obtain tenders or otherwise award a contract for carrying out the Works, and

preparing such calculations and details relating to the Works as may be required for submission to any appropriate authorities.

(c) Tender Stage

The Services to be provided by the CA or the Sub-Consultant on its behalf at this stage comprise advising the Government as to the suitability for carrying out the Works of the person, firms or companies tendering and as to the relative merits of tenders, including relative merit of alternative tenders, prices and estimates received for carrying out the Works.

(d) Construction Stage

The Services to be provided by the CA or the Sub-Consultant on its behalf at this stage include:

(i) advising on the preparation of formal contract documents, including letter of acceptance relating to accepted tenders for carrying out the Works or part hereof;

(ii) inspecting and testing during manufacture and installation such materials and equipment supplied for incorporation in the Works where the inspection and test are within the technical competency of the CA or the Sub-Consultant on its behalf, and arranging and witnessing the acceptance tests;

(iii) advising the Government on the need for special inspection or testing other than that referred to in sub- paragraph 2.3(d)(ii) of this Schedule;

(iv) advising the Government on the appointment of site staff in accordance with paragraph 4.0 of this Schedule;

(v) issuing construction drawings to enable the Works to be carried out by the Contractor or any other party to facilitate the execution of the Works;

(vi) examining and approving the Contractor's proposals and working drawings;

(vii) making such visits to site as the CA or the Sub- Consultant on its behalf considers necessary to satisfy himself as to the performance of any site staff appointed pursuant to paragraph 4.0 of this Schedule and to satisfy himself that the Works are executed generally according to contract or otherwise in accordance with good engineering practice;

(viii) checking shop details and installation drawings;

(ix) approving the contractor's commissioning procedures and performance tests and inspecting the Works on completion;

(x) advising the Government or the architect as to the need to vary any part of the Works;

(xi) giving all necessary instructions relating to the Works to the Contractor;

(xii) issuing all certificates as required in contracts;

(xiii) performing any duties which the CA or the Sub- Consultant on its behalf may be required to carry out in any contract for the execution of the Works;

(xiv) delivering to the Government on the completion of the Works such records and manufacturer's manuals as are reasonably necessary to enable the Government to operate and maintain the Works;

(xv) delivering to the Government duly signed and endorsed as-built drawings prepared by the Contractor; and

(xvi) deciding any dispute or difference arising between the Government and the Contractor in connection with the Works and referred to the CA or the Sub-Consultant on its behalf for his decision provided that this professional service shall not extend to advising the Government following the taking of any step in or towards any arbitration or litigation in connection with the Works.

(e) <u>Defect Liability Period Stage</u>

Wherever applicable, the Services to be provided by the CA or the Sub-Consultant on its behalf at this stage include:

(i) in the event of non-conformance to the performance requirement of Works rendered, the CA shall be responsible for compiling, investigating, evaluating and forwarding proposal for rectification to the Contractor as well as to inspect and certify the completion of such rectification Works;

(ii) preparing an assessment of the performance of the Contractor to GR;

(iii) conducting or attending periodic maintenance meetings;

(iv) compiling all complaints and submitting the complaints to Contractor for rectification;

(v) monitoring, inspecting and certifying rectification Works done by the Contractor;

(vi) in the event the Contractor fails to carry out the rectification Works, the CA or the Sub-Consultant on its behalf shall propose a means of getting the rectification done subject to approval from the Government;

(vii) inspecting and compiling final defects list at the end of Defect Liability Period and to monitor and certify the Works that have been carried out;

(viii) at the end of defect liability period, the CA or the Sub- Consultant on its behalf shall certify that all defects have been carried out and then shall prepare and recommend the certificate of making good defects and closing of account to GR;

(ix) preparing and recommending the Certificate of Making Good Defects and closing of account;

(x) making recommendation to the Government regarding the competent persons necessary for the inspection and operation of the installation during its lifetime according to the law; and

(xi) any other responsibilities which are necessary to be done by an engineer for the successful implementation of the Works.

3.0 ADDITIONAL PROFESSIONAL SERVICES NOT INCLUDED IN BASIC PROFESSIONAL SERVICES

3.1. Type A Works - Additional Professional Services

The Additional Professional Services to be provided by the CA or the Sub-Consultant on its behalf include the following:

(a) (i) preparing any report or additional contract documents required for consideration of proposal for the carrying out of alternative works;

(ii) carrying out services consequent upon a decision by the Government to seek amendments to existing laws affecting the Works;

(iii) carrying out services in connection with any application made by the Government for any order, sanction, license, permit or other consent, approval or authorization (not including normal approval required from relevant technical authorities) necessary to enable the Works to proceed;

(iv) carrying out services arising from the failure of the Government to award a contract in due time;

(v) preparing details for shop fabrication of ductwork, metal, plastic and timber framework;

(vi) carrying out services consequent upon any abandonment of a contract by the Contractor or upon the failure of the Contractor to properly perform any contract beyond the control of the CA or the Sub-Consultant on its behalf or upon delay by the Government in fulfilling its obligations or in taking any other step necessary for the due performance of the Works;

(vii) assisting and advising the Government with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and, if and when so required by the Government, attending and giving or otherwise assisting the Government before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Works;

(viii) carrying out such other additional services, if any, as directed by the Government;

(ix) carrying out services in conjunction with any other persons employed to provide any of the services specified in subparagraph 3.1(b) of this Schedule; and

(x) providing project management services.

(b) (i) obtaining specialist technical advice on any abnormal aspects of the Works;

(ii) obtaining other professional services (Associated Consultants) for the Works;

(ii) providing services in connection with the valuation, purchase, sale or leasing of lands, and the obtaining of way-leaves; and

(iii) carrying out of marine, air and land surveys other than those referred to in sub-paragraph 2.1(a) of this Schedule; and the making of model tests or special investigations.

3.2. Type B Works - Additional Professional Services

The Additional Professional Services to be provided by the CA or the Sub-Consultant on its behalf include the following:

(a) (i) preparing any report or additional contract documents required for consideration of proposals for the carrying out of alternative works;

(ii) carrying out services consequent upon a decision by the Government to seek amendments to existing laws affecting the Works;

(iii) carrying out services in connection with any application made by the Government for any order, sanction, license, permit or other consent, approval or authorization (not including normal approval required from relevant technical authorities necessary to enable the Works to proceed;

(iv) checking and advising on any part of the project not designed by the CA or the Sub-Consultant on its behalf;

(v) carrying out services arising from the failure of the Government to award a contract in due time;

(vi) carrying out services consequent upon any abandonment of a contract by the Contractor or upon the failure of the Contractor to properly perform any contract

or upon delay by the Government in fulfilling its obligations or in taking any other step necessary for the due performance of the Works;

(vii) assisting and advising the Government with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and, if and when so required by the Government, attending and giving or otherwise assisting the Government before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Works;

(viii) carrying out such other additional services, if any, as directed by the Government;

(ix) preparing interim or other reports or detailed valuations including estimates or cost analysis based on measurement or forming an element of a cost planning service;

(x) carrying out services in conjunction with any other persons employed to provide any of the services specified in subparagraph 3.2(b) of this Schedule;

(xi) preparing preliminary estimates for the Works which are normally prepared by others including such persons as the architects, quantity surveyors and contractors; and

(xii) providing project management services.

(b) (i) obtaining specialist technical advice on any abnormal aspects of the Works;

(ii) obtaining other professional services (Associated Consultants) for the Works

(iii) surveying the site or existing works and installations;

(iv) providing investigation on the nature and strength of existing works and the making of model tests or special investigations;

(v) providing services in connection with the valuation, purchase, sale or leasing of lands, and the obtaining of way-leaves;

(vi) carrying out of marine, air and land surveys and making of model tests or special investigations; and

(vii) carrying out special inspection or tests advised by the CE under subparagraph 2.2(d)(iii) of this Schedule.

3.3. Type C Works - Additional Professional Services

The Additional Professional Services to be provided by the CA include the following:

(a) (i) preparing any report or additional contract documents required for consideration of proposal for the carrying out of alternative works;

(ii) carrying out services consequent upon a decision by the Government to seek amendments to existing laws affecting the Works;

(iii) carrying out services in connection with any application made by the Government for any order, sanction, license, permit or other consent, approval or authorization (not including normal approval required from relevant technical authorities necessary to enable the Works to proceed;

(iv) checking and advising on any part of the project not designed by the CA or the Sub-Consultant on its behalf;

(v) negotiating and arranging for the provision or diversion of utility services;

(vi) negotiating any contract or sub-contract with a contractor selected otherwise than by competitive tendering including checking and agreeing on the quantities and net costs of materials and labour, arithmetical checking and agreeing on the added percentages to cover overhead costs and profit;

(vii) carrying out services arising from the failure of the Government to award a contract in due time;

(viii) carrying out services consequent upon any abandonment of a contract by the Contractor or upon the failure of the Contractor to properly perform any contract or upon delay by the Government in fulfilling its obligations or in taking any other step necessary for the due performance of the Works;

(ix) assisting and advising the Government with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and, if and when so required by the Government, attending and giving or otherwise assisting the Government before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Works;

(x) preparing interim or other reports or detailed valuations including estimates or cost analysis based on measurement or forming an element of a cost planning service;

(xi) providing manuals and other documents describing the design, operation and maintenance of the Works;

(xii) carrying out services in conjunction with any other persons employed to provide any of the services specified in sub-paragraph 3.3(b) of this Schedule;

(xiii) providing project management services;

(xiv) preparing builder's work drawings, record drawings or any detailed schedules where necessary; and

(xv) carrying out such other additional services, if any, as directed by the Government.

(b) (i) obtaining specialist technical advice on any abnormal aspects of the Works;

(ii) obtaining other professional services (Associate Consultants) for the Works;

(iii) surveying the site or existing works and installations;

(iv) providing services in connection with the valuation, purchase, sale or leasing of lands, and the obtaining of way-leaves;

(v) making model tests or special investigations;

(vi) carrying out special inspection or tests advised by the CE under sub-paragraph 2.3(d)(iii) of this Schedule; and

(vii) carrying out commissioning procedures or performance tests.

4.0 SUPERVISION ON SITE

(a) The CA or the Sub-Consultant on its behalf may be required to provide part-time or full-time engineering supervision on site. Where such service is

required, the number of staff to be employed including the CA's own staff or the Sub- Consultant's own staff on its behalf to be seconded to site for the purpose, shall be approved in writing by the Government.

(b) Unless otherwise agreed to by the approving authorities concerned, the CA or the Sub-Consultant on its behalf shall be in full control of, and responsible for, construction supervision of the Works on site.

(c) If in the opinion of the CA or the Sub-Consultant on its behalf, the nature of the work including the carrying out of any geotechnical and other investigations, topographic survey and test warrants full-time or part-time supervision on site in addition to the site visits made by the CA or the Sub-Consultant on its behalf under sub-paragraphs 2.1(d)(vii), 2.2(d)(vii) and 2.3(d)(vi) of this Schedule (whichever is applicable), the CE shall advise the Government of the fact and also the desired qualification and experience which the site staff shall possess.

(d) All site staff shall be under the control of, and take instructions from the CA or the Sub-Consultant on its behalf.

QUANTITY SURVEYING SERVICES

1.0 TYPES OF PROFESSIONAL SERVICES

(a) The professional services to be provided by the CA or the Sub-Consultant on its behalf shall consist of any or a combination of the following:

(i) Basic Professional Services

- For building works
- For civil engineering works
- For mechanical and electrical works
- For interior design works
- For landscaping works

(ii) Additional Professional Services

- During pre-contract and during post-contract

2.0 BASIC PROFESSIONAL SERVICES

Basic Professional Services For Building Works, Civil Engineering Works And Mechanical and Electrical Works, Interior Design Works or Landscaping Works Which Are Included In One Tender

The Basic Professional Services for building works, civil engineering works and mechanical and electrical works, interior design works or landscaping works which

are included in one tender to be provided by the CA or the Sub-Consultant on its behalf shall be as follows:

(a) preparing preliminary estimates and cost plans including up to 4 revisions of preliminary estimates and cost plans due to amendments to layout and scope of works;

(b) preparing bills of quantities and other tender documents necessary for the calling of tenders excluding mechanical and electrical works, interior design works or landscaping works;

(c) preparing tender reports and contract documents, including pricing of bills of quantities or pricing and agreeing schedule of rates, in collaboration with mechanical and electrical consultants, interior designers or landscape consultants for their respective works;

(d) valuing works in progress for interim valuations/certificates including measurement of variations excluding mechanical and electrical works, interior design works or landscaping works and including the verifications and incorporation of the amounts recommended by the consultants for their respective works; and

(e) preparing final accounts for the whole works including the incorporation of the final accounts prepared by the mechanical and electrical consultants, interior designers or landscape consultants for their respective works.

3.0 ADDITIONAL PROFFESSIONAL SERVICES

3.1. Additional Professional Services during pre-contract

The Additional Professional Services to be provided by the CA or the Sub-Consultant on its behalf during pre-contract shall be any or a combination of the following:

(a) preparing feasibility studies including income/expenditure cash flow;
(b) preparing preliminary estimates and cost plans beyond the fourth revision;

(c) preparing documents and reports for pre-qualification of contractors;

(d) redrafting conditions of contract to meet requirements of the Government;

(e) pricing of bills of quantities for negotiated tenders including pricing and agreeing schedule of rates if the CA or the Sub- Consultant on its behalf is not appointed to undertake the basic professional services for the same project;

(f) preparing and analyzing of prices and attending negotiation meeting;

(g) preparing cost analysis based on the accepted contract sum;

(h) preparing tender price index based on the accepted contract sum; or

(i) any other professional services provided for in this Agreement.

3.2. Additional Professional Services during post-contract

The Additional Professional Services to be rendered by the CA or the Sub-Consultant on its behalf during post-contract shall be any or a combination of the following:

(a) Re-measuring the whole or part of the building and associated works due to re-planning of internal layout arising from a change of use, repositioning of the building (if re-measuring is required) and redesign of the structural elements in the works;

(b) Re-measuring works for contracts based on provisional bills of quantities;

(c) specific contractual advice on conditions of contract;

(d) services for management contracting;

(e) services arising out of determination of the contractor's employment;

(f) continuing professional services on a protracted basis (after DLP);

(g) attending post-contract meetings beyond the original completion date of the project (Contractor’s Extension of Time and Liquidated And Ascertained Damages period);

(h) evaluating loss and expense and other contractual claims submitted by the contractor;

(i) preparing bills of quantities and other tender documents for defects and outstanding works to be carried out by a separate contractor and valuation of defective works to be omitted from the contract sum of the defaulting contractor;

(j) professional services for making good of works damaged by fire etc;

(k) preparing costs analysis based on the final Contract Sum for the Works;

(l) resident quantity surveying site staff as agreed by the Government; or

(m) any other professional services provided for in this Agreement.

PART B : SCHEDULE OF FEES

1.0 PAYMENT FOR PROFESSIONAL SERVICES

The CA in performing the Services described in Part A shall be paid in accordance with any or all of the following types/modes of payment :

(a) Payment is based on Fixed Ceiling of Consulting Fee and shall be made in progressively in stages in accordance with the Schedule of Payment as in Schedule 12

- Basic Professional Services
- Additional Professional Services
- Special Services

(b) Payment On The Basis Of Time Cost (Payment depending upon time spent)

- Payment for Supervision On Site and Disbursements / Reimbursable is subject to the Ceiling of Supervision Fees and Ceiling Out of Pocket Expenses and verification on the expenses incurred by the CA

(c) Other Payments

1.1 Payment When Works are Damaged or Destroyed

If at any time before completion of the Works, any part of the Works or any materials, plant or equipment whether incorporated in the Works or not are damaged or destroyed, resulting in additional services being required by the Government to be carried out by the CA, provided always such damage was not due to the negligence on the part of the CA, then the CA shall be paid by the Government payment on the basis of time cost for the additional works together with any reimbursements as provided in paragraphs 3.0 and 4.0 of this Schedule.

1.2 Payment Following Termination Or Suspension By The Government

(a) In the event of the termination of this Agreement (unless such termination shall have been occasioned by the default of the CA) or the suspension of the Project by the Government, the CA shall be paid the following sums (less the amount of payments previously made to the CA) a sum deducible from the stage of Services completed at the time of termination or suspension, provided that the CA shall accept the said payments by the Government as full and complete settlement of all his claims for payment under or arising out of this Agreement.

(b) In the event that the CA is required to recommence its Services for the Project suspended by the Government, the CA shall be paid for the performance of its Services the sum payable to the CA based from the stage of Services pursant to paragraph 2 of this Schedule, the payments under sub-paragraphs 1.2(a)(i) and (ii) of this Schedule being treated as payments on account.

(c) Where the tendering of the Project (or any part thereof) is likely to be delayed for more than twelve (12**)** months or postponed at the request of the Government, the CA shall be paid according to the Scale of fees described in paragraph 2.0 of this Schedule but the cost of works applicable shall be the estimated cost of works (or any relevant part thereof) and agreed to by the Government at the time of completion of the particular stage of professional services.

(d) Where the Project is suspended or postponed after the tenders have been called, the fees payable to the consulting CA shall be computed based on the lowest acceptable tender received.

(e) Where tenders are recalled and the Project is subsequently resumed, the total fees payable to the CA, inclusive of the fees paid under sub-paragraph 1.2(d) of this Schedule.

(f) Upon suspension or termination of this Agreement, the CA shall within ninety (90) days therefrom submit to the GR a statement of final account and supporting documentation showing in details the value of Services carried out in accordance with this Agreement.

(g) Within ninety (90) days from the receipt of full particulars of the statement of final account and supporting documentation as in sub-paragraph 1.2(f), the GR shall verify the statement of account and its supporting documentation and evaluate the Services carried out and shall issue the final account for the Services.

1.3 Payment Following Termination by the CA

If there is a termination by the CA of his Services (unless the termination had been occasioned by the default or negligence of the CA), the CA shall be entitled to be paid the sums specified in sub- paragraphs 1.2(a)(i) of this Schedule less the amount of payments previously made to the CA.

2.0 STAGES OF PAYMENT OF FEES

(a) Where the payment is based on the Scale of Fees, the proportions of the total fee for the Works to be paid to the CA against the relevant stages of Services shall be as **Table VIII. Table VIII – STAGES OF PAYMENT**

Upon completion of each Phase:	***Percentage of the total fee***
Schematic Design Phase	15%
Design Development Phase	30%
Contract Documentation Phase	25%
Contract Implementation and Management Phase	25%
Final Completion Phase	5%

(b) The CA shall be entitled to payments at intervals to be mutually agreed upon by the CA and the Government in proportion to the Basic Services rendered so that the total fees paid at the completion of each of the stages shall be equal to the percentages as set out in Table VIII.

(c) Unless otherwise specified or mutually agreed beforehand between the Government and the CA in this Agreement, the fee apportioned to each stage shall be paid in full, even if, under the circumstances in a particular case, the CA is not required to perform some of the Services listed under that stage in Paragraph 2.0 in Part A – Schedule of Services.

(d) Where the CA is engaged only for the purpose of the Contract Implementation and Management Phase and Final Completion Phase, the CA shall be paid based on the contract price as stated in Clause 6.4 (a).

(e) Where there are variations to the works at any time during the course of construction which results in changes(reduction/increase) to the original contract sum, the fees for the services rendered by architectural consultancy practice under the completed Schematic Design stage, Design Development stage, Contract Documentation stage and the completed Construction Stage, shall be based on the on the contract price as stated in Clause 6.4 (a).

(f) Notwithstanding subparagraph (e), where the CA has not completed all the services specified under the Schematic Design stage, the fee shall be based on an amount to be agreed between the CA and the Government, and in the absence of such agreement, the fee shall be derived on the basis of Time Cost.

(g) Where the payment is based on Time Cost, the proportions of the total fee for the Works to be paid to the CA shall be based on the completion of deliverables or on a pro-rated monthly basis or any other agreed stages of payment.

(h) Payment for site supervision services shall be paid on a monthly basis.

(i) Payment for disbursement / reimbursable items shall be made on a monthly basis upon submission of receipts and invoices where applicable.

ENGINEERING SERVICES

1.0 PAYMENT FOR PROFESSIONAL SERVICES

The CA or the Sub-Consultant on its behalf in performing the Services described in Part A shall be paid in accordance with any or all of the following types/modes of payment:

(a) Payment is based on Fixed Ceiling of Consulting Fee and shall be made progressively in stages in accordance with the Schedule of Payment as in Schedule 12

- Basic Professional Services
- Additional Professional Services

(b) Payment On The Basis Of Time Cost (Payment depending upon time spent)

- Payment for Supervision On Site and Disbursements / Reimbursable is subject to the Ceiling of Supervision Fees and Out of Pocket Expenses and verification on the expenses incurred by the CE

(c) Other Payments

1.1 Payment When Works Are Damaged or Destroyed

If at any time before completion of the Works, any part of the Works or any materials, plant or equipment whether incorporated in the Works or not are damaged or destroyed, resulting in additional services being required by the Government to be carried out by the CA or the Sub-Consultant on its behalf, provided always such damage was not due to the negligence on the part of the CA or the Sub- Consultant on its behalf, then the CA or the Sub-Consultant on its behalf shall be paid by the Government payment on the basis of time cost for the additional works together with any reimbursements as provided in paragraphs 3.0 and 4.0 of this Schedule.

1.2 Payment Following Termination or Suspension by the Government

(a) In the event of the termination of this Agreement (unless such termination shall have been occasioned by the default of the CA or the Sub-Consultant on its behalf) or the suspension of the Project by the Government, the CA or the Sub-Consultant on its behalf shall be paid the following sums (less the amount of payments previously made to the CA or the Sub-Consultant on its behalf) a sum deducible from the stage of Services completed at the time of termination or suspension, provided that the CA or the Sub-Consultant on its behalf shall accept the said payments by the Government as full and complete settlement of all his claims for payment under or arising out of this Agreement.

(b) In the event that the CA or the Sub-Consultant on its behalf is required to recommence its Services for the Project suspended by the Government, the CA or the Sub-Consultant on its behalf shall be paid for the performance of its Services the sum payable to the CA or the Sub-Consultant on its behalf base from the stage of Services pursuant to paragraph 2 of this Schedule, the payments under sub-paragraphs 1.2(a)(i) and (ii) of this Schedule being treated as payments on account.

(c) Where the tendering of the Project (or any part thereof) is likely to be delayed for more than **twelve (12)** months or postponed at the request of the Government, the CA or the Sub-Consultant on its behalf shall be paid according to the Scale of fees described in paragraph 2.0 of this Schedule but the cost of works applicable shall be the estimated cost of works (or any relevant part thereof) and agreed to by the Government at the time of completion of the particular stage of professional services.

(d) Where the Project is suspended or postponed after the tenders have been called, the fees payable to the CA or the Sub- Consultant on its behalf shall be computed based on the lowest acceptable tender received.

(e) Where tenders are recalled and the Project is subsequently resumed, the total fees payable to the CA or the Sub-Consultant on its behalf, inclusive of the fees paid under sub-paragraph 1.2(d) of this Schedule, shall be a sum deducible from the stage of Services completed at the time of termination or suspension

(f) Upon suspension or termination of this Agreement, the CA shall within ninety (90) days therefrom submit to the GR a statement of final account and supporting documentation showing in details the value of Services carried out in accordance with this Agreement.

(g) Within ninety (90) days from the receipt of full particulars of the statement of final account and supporting documentation as in sub-paragraph 1.2(f), the GR shall verify the statement of account and its supporting documentation and evaluate the Services carried out and shall issue the final account for the Services.

(h) FOR THE AVOIDANCE OF DOUBT, the Parties hereby agree that the CE shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

1.3 Payment Following Termination by the CA

If there is a termination by the CA of his Services (unless the termination had been occasioned by the default or negligence of the CA or the Sub-Consultant on its behalf), the CA or the Sub- Consultant on its behalf shall be entitled to be paid the sums specified in sub-paragraphs 1.2(a)(i) of this Schedule less the amount of payments previously made to the CA or the Sub-
Consultant on its behalf.

2.0 STAGES OF PAYMENT OF FEES

(a) Where the payment is based on the Scale of Fees, the proportions of the total fee for the Works to be paid to the CA or the Sub-Consultant on its behalf against the relevant stages of Services shall be as Table IV.

Table IV – Stages of Payments

Stage	Type A , Type B and Type C Works
1. Preliminary stage	15%
2. Design stage (i)	30%
3. Design stage (ii)	15%
4. Tender stage	5%
5. Construction stage	30%
6. Defect Liability Period (DLP) stage	5%

(b) The CA or the Sub-Consultant on its behalf shall be entitled to payments at intervals to be mutually agreed upon by the CA or the Sub-Consultant on its behalf and the Government in proportion to the Basic Services rendered so that the total fees paid at the completion of each of the stages shall be equal to the percentages as set out in Table IV.

(c) Unless otherwise specified or mutually agreed beforehand between the Government and the CA or the Sub-Consultant on its behalf in this Agreement, the fee apportioned to each stage shall be paid in full, even if, under the circumstances in a particular case, the CA or the Sub-Consultant on its behalf is not required to perform some of the Services listed under that stage in Paragraph 2.0 in Part A - Schedule of Services.

(d) Where there are variations to the works at any time during the course of construction which results in changes
(reduction/increase) to the original contract sum, the fees for the services rendered by CA or the Sub-Consultant on its behalf under the completed Preliminary, Design, Tender stage and the completed Construction Stage, shall be based on the contract price as stated in Clause 6.4 (a)

(e) Payment for site supervision services shall be paid on a monthly basis.

(f) Payment for disbursement / reimbursable shall be made on a monthly basis upon submission of receipts and invoices where applicable.

QUANTITY SURVEYING SERVICES

1.0 PAYMENT FOR PROFESSIONAL SERVICES

The CA or the Sub-Consultant on its behalf in performing the Services described in Part A shall be paid in accordance with any or all of the following modes of payment:

(a) Payment is based on Fixed Ceiling of Consulting Fee and shall be made in progressively in stages in accordance with the Schedule of Payment as in Appendix 12

- For Basic Professional Services (for Building Works, Civil Engineering Works and Mechanical & Electrical Engineering Works).

- Additional Professional Services During Pre-Contract and Post-Contract.

(b) Payment for Disbursements / Reimbursable is subject to the Ceiling Out of Pocket Expenses and verification on the expenses incurred by the CA or the Sub-Consultant on its behalf

2.0 STAGES OF PAYMENTS OF FEES

(a) The fees payable to the CA or the Sub-Consultant on its behalf for every stage of basic professional services, shall be as follows:

TABLE I: STAGE OF CQS BASIC PROFESSIONAL SERVICES

Stage of basic professional services		Fee payable
1	Preparation of preliminary estimates and cost estimates and cost plans	10%
2	Preparation of bills of quantities and other tender documents	48%
3	(i) Preparation of tender reports (ii) Preparation of contract documents	0% 4%
4	Valuation of works in progress for interim valuation/ certificates including measurement of variations	20%
5	Preparation of final accounts	15%
	BASIC PROFESSIONAL SERVICES	**97%**

(i) The CA or the Sub-Consultant on its behalf shall be entitled to payments at intervals to be mutually agreed upon by the CA or the Sub-Consultant on its behalf and the Government in proportion to the Basic Services rendered so that the total fees paid at the completion of each of the stages shall be equal to the percentages as set out in Table I.

(ii) Unless otherwise specified or mutually agreed beforehand between the Government and the CA or the Sub- Consultant on its behalf in this Agreement, the fee apportioned to each stage shall be paid in full, even if, under the circumstances in a particular case, the CA or the Sub-Consultant on its behalf is not required to perform some of the Services listed under that stage in Paragraph 2.0 in Part A - Schedule of Services.

(b) Payment for disbursement / reimbursable shall be made on a monthly basis upon submission of receipts and invoices where applicable.

APPENDIX 1

APPENDIX 1 : TERMS OF REFERENCE

[TO BE INSERTED BY RELEVANT AGENCY]

To Include at least:

1. Project Brief

2. List & Mode of Deliverables

3. Scope of Services

   (a) Basic Services
   (b) Additional Services
   (c) Site Supervision (if applicable)

APPENDIX 2

APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION

[CA'S TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION- TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 3

APPENDIX 3 : LETTER OF ACCEPTANCE

[THE LETTER OF ACCEPTANCE SHALL INCLUDE THE SIGNING PAGE AND EXECUTED BY THE CA - TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 4 : CERTIFICATE OF REGISTRATION WITH PROFESSIONAL BOARD

[TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 5

APPENDIX 5 : DELIVERABLES

[TO BE INSERTED BY RELEVANT AGENCY]

No.	Deliverables Stages	Details	Due Date of Submission
1.			
2.			

APPENDIX 6A

APPENDIX 6A : SUMMARY OF TOTAL CONSULTING COST

ITEM	DESCRIPTION	AMOUNT (RM)
A	Ceiling Consulting Fee (Refer Appendix 6B)	
B	Supervision Fee (Refer Appendix 6C)	
C	Ceiling Out of Pocket Expenses (Refer Appendix 6C)	
	TOTAL CONSULTING FEE	
D	Government Service Tax (Refer to Service Tax Act 2018)	
	CEILING CONTRACT AMOUNT	

APPENDIX 6B

APPENDIX 6B : FIXED CEILING CONSULTING FEES (YURAN IKHTISAS)

[DETAILED BREAKDOWN/CALCULATION OF FEES-
TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 6C

APPENDIX 6C : SUPERVISION FEES & OUT OF POCKET EXPENSES

[DETAILED BREAKDOWN/CALCULATION OF SUPERVISION FEES OUT OF POCKETEXPENSES- TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 7

APPENDIX 7 : SCHEDULE OF AGREED ITEMS

Item	Clause of Agreement	Description	Remarks
1.	3.1	Commencement date	…… date to be inserted by Agency
2.	3.1	Contract period	…… week/month/year
3.	3.1	Contract Expiry date	…… date to be inserted by Agency
4.	3.2(b)	Period for negotiation of the terms and condition for extension of the contract period	… ..... week/month/year prior to Contract Expiry Date
5.	1.1(i), 5.16(c), 6.1(a) & 8.1(a)	Government's Representative (GR)	…… designation/(s) to be inserted by Agency
6.	6.2(b)	Period for the Government to give decision	…… days to be inserted by Agency
7.	6.4(c)	CA's bank account details for purposes of payment	Name: …… Account No.:…….. Bank Address:……..
8.	5.3(b)	Formula for calculation of Liquidated and Ascertained Damages: LAD = % BLR x Fees 100 365 (subject to a minimum of RM100/- per day)	RM ..... /day
9.	16(a)	a) For the Government b) For the CA	a) Official Designation: Address: Fax No. : Tel. No : Email : b) Name of Firm : Address : Fax No. : Tel No.: Email :

APPENDIX 8

APPENDIX 8 : SERVICES IMPLEMENTATION SCHEDULE

[TO INCLUDE DUE DATE(S) OF SPECIFICALLY IDENTIFIEDDELIVERABLES-
TO BE INSERTED BY RELEVANT AGENCY]

No	Deliverable stages	List of activities	Period of Implementations according to activities	Start Date (according to activities)	End Date (according to activities)

OR

GANTT CHART

APPENDIX 9

APPENDIX 9 : CA'S PERSONNEL

[TO BE INSERTED BY RELEVANT AGENCY]

No	Name of Personnel (inclusive of owner & principal)	Role in Team	Number of Years of Working Experience	Age	Employment Status with the firm (Permanent/ Temporary)	Full Name of Highest Academic Qualification (specify name of university)	Professional Certificates (list name of certificate and membership no. (if any))

APPENDIX 10

APPENDIX 10 : CA'S PERSONNEL TIME INPUT SCHEDULE (IF APPLICABLE)

[TO BE INSERTED BY RELEVANT AGENCY]

No.	Name of Personnel Involved in each stages	Total Time Input by each personnel and according to deliverable stages	Start Date (work commenced by each personnel)	End Date (work ended by each personnel)
Deliverable Stage XX				
1				
etc				
Deliverable Stage XX				
etc				
Deliverable Stage XX				
etc				

APPENDIX 11

APPENDIX 11 : CA'S SERVICES TAX LICENSE

[TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 12

APPENDIX 12 : SCHEDULE OF PAYMENT

[BREAKDOWN OF SCHEDULED PAYMENT BY STAGES/PHASES OR MONTHS- TO BE INSERTED BY RELEVANT AGENCY]