



اُنِيُوْزِ سِيْتِي تِي كُوْلُوْجِي مَارَا
UNIVERSITI
TEKNOLOGI
MARA

DEPARTMENT OF BUILDING
FACULTY OF ARCHITECTURE, PLANNING AND SURVEYING
UNIVERSITI TEKNOLOGI MARA
(PERAK)

SEPTEMBER 2015

It is recommended that the report of this practical training provided

By

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2013805906

Entitled

CONTRACT ADMINISTRATION

Accepted in partial fulfillment of requirement has for obtaining Diploma in Building.

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(PERAK)

SEPTEMBER 2015

STUDENT'S DECLARATION

I hereby declare that this report is my own work, except for extract and summaries for which the original references stated herein, prepared during a practical training session that I underwent at Jabatan Pengairan dan Saliran for duration of 5 months starting from 25 May and ended 09 October 2015. It is submitted as one of the prerequisite requirements of DBN307 and accepted as a partial fulfillment of the requirements for obtaining the Diploma in Building.

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ABSTRACT

Contract administration is very important thing to elaborate, therefore this report will discuss about procedures for contract administration based on DID Manual 2009. This report explained more detail about Pre-Contract, Contractual Stage and Post-Contract. However, elaborate how to fulfill the requirements in the guidelines. It will focus to the Owner and Consultant not only to determine that the work is proceeding in conformity with the contract documents, but also because it allows a final opportunity to detect any inaccuracies, ambiguities or inconsistencies in the design. Hence, all the standard procedures of DID manual to ensure duration of preparing all the documents complete on time. Then, this report will also look at the common mistakes made contractor upon submission of tender that can cause wasting of time and cost.

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CHAPTER 1.0

1.1 Introduction

“Contract administration involves making decisions and the timely flow of information and decisions to enable completion of the project as required by the contract documents including review and observation project. This is important to the Owner and Consultant not only to determine that the work is proceeding in conformity with the contract documents, but also because it allows a final opportunity to detect any inaccuracies , ambiguities or inconsistencies in the design (Construction Contract Administration)”.

Therefore, will covers all general activities and procedures pertaining to contract administration, commencing from tender stage until the completion of defects liability stage. The enquiry and tender phase of any construction project is probably the most important phase with regard to understanding the risks inherent in such project and putting appropriate strategies in place to manage such risks. So, contract administration consider some guiding principles with regard to risk management including procedural requirement for the submission of tender, tender contracts and binding construction contract.

Lastly, the completion of the work represent s significant milestone in all construction contracts as it results in a complete shift of risk. Besides, will include those relating to practical completion and handing over, delay, final account and payment thereof, as well as defects liability obligations.

1.2 Objective

- a) To investigate the contract administration and procedure involves in Pre-Contract, Contractual Stage and Post-Contract Stage for government projects.
- b) To identify the common mistake made by contractor upon submission tender documents.

1.3 Scope of Study

The scope of study was conducted at Jabatan Pengairan dan Saliran, Jalan Sultan Salahuddin, Kuala Lumpur. Therefore, the contact administration that divided into three stages such as Pre-Contract Stage, Contractual Stage and Post-Contract Stage. Pre-Contract begin from preparing the tender until award the contract. Next, contractual stage is procedures continue with payment until completion of the project. Then, Post-Contract stage about liability period and final account and final certificate.

Next, identify the common mistakes for contractor upon submitting the tender. They are many reasons that will waste of cost. It is believed that the standard procedures help to improve the quality of work or the effectiveness of communication and save and cost and time of tendering preparation.

1.4 Method of Study

I. Interview

The first method of study is by interview the engineer about the details of activities and procedures of contract administration, the procedure must be followed during preparing tender document, also make conservation about types of tendering that being used. There are many types of tendering such as selective tender, open tender, negotiated tender and etc.

II. Internet

Make a research in the internet about details of Pre-Contract, Contractual Stage and Post-Contract and how it work generally, and get the overview about the topic. Therefore, there are various information about contract administration in internet, which helps to complete this task.

III. Book

Next, collect information about contract administration from various books, the standard procedures that the tendering contract will be prepared.

CHAPTER 2.0

COMPANY BACKGROUND

2.1 Introduction of Company

History of Federal Territory of Kuala Lumpur

In Klang Valley (especially Kuala Lumpur) a few large floods had occurs in 1971, 1985, 1988 and 1993. The worst flood was on 5th January 1971.

Details on Flood in January 1971.

1. Flooding area in Klang River Basin : 122 KM
2. Maximum flooding depth : 4.0m
3. Flood Duration: 5 days.
4. Population involved : 180 000 residents
5. Estimated damaged cost : RM 35 million

Following the 1971 flood event, the Kuala Lumpur flood Mitigation Office was established to manage flooding problems in Klang Valley. In 1978, Department of Irrigation and Drainage Federal Territory (DID WPKL) was establishes to serve additional function within Kuala Lumpur. On 1st November 1992, DID WOKL was upgraded to Department of Irrigation and Drainage federal Territory / Klang Valley Flood Mitigation (DID WOKL/RTB Klang Valley).

The existence of DID was closely related to paddy cultivation; a national agenda to provide new areas for irrigation.

Until 1932, irrigation facility was executed by the hydraulic unit of Public Work Department (JKR). The establishment of DID to fulfill agricultural land development to serve drainage and irrigation functions was formerly known as Jabatan Parit dan Taliair (JPT).

During this era, DID was part of Ministry of Agriculture (MOA); expanding functions towards new responsibilities like river engineering, flood mitigation, coastal engineering and hydrology.

In 1989, this department was officially rebranded to Jabatan Pengairan dan Saliran (JPS) to reflect extra responsibilities like water resources. Likewise, in 2004 DID was transferred to Ministry of Natural Resources and Environment (NRE) until today.

2.2 Company Profile



JABATAN PENGAIRAN DAN SALIRAN MALAYSIA

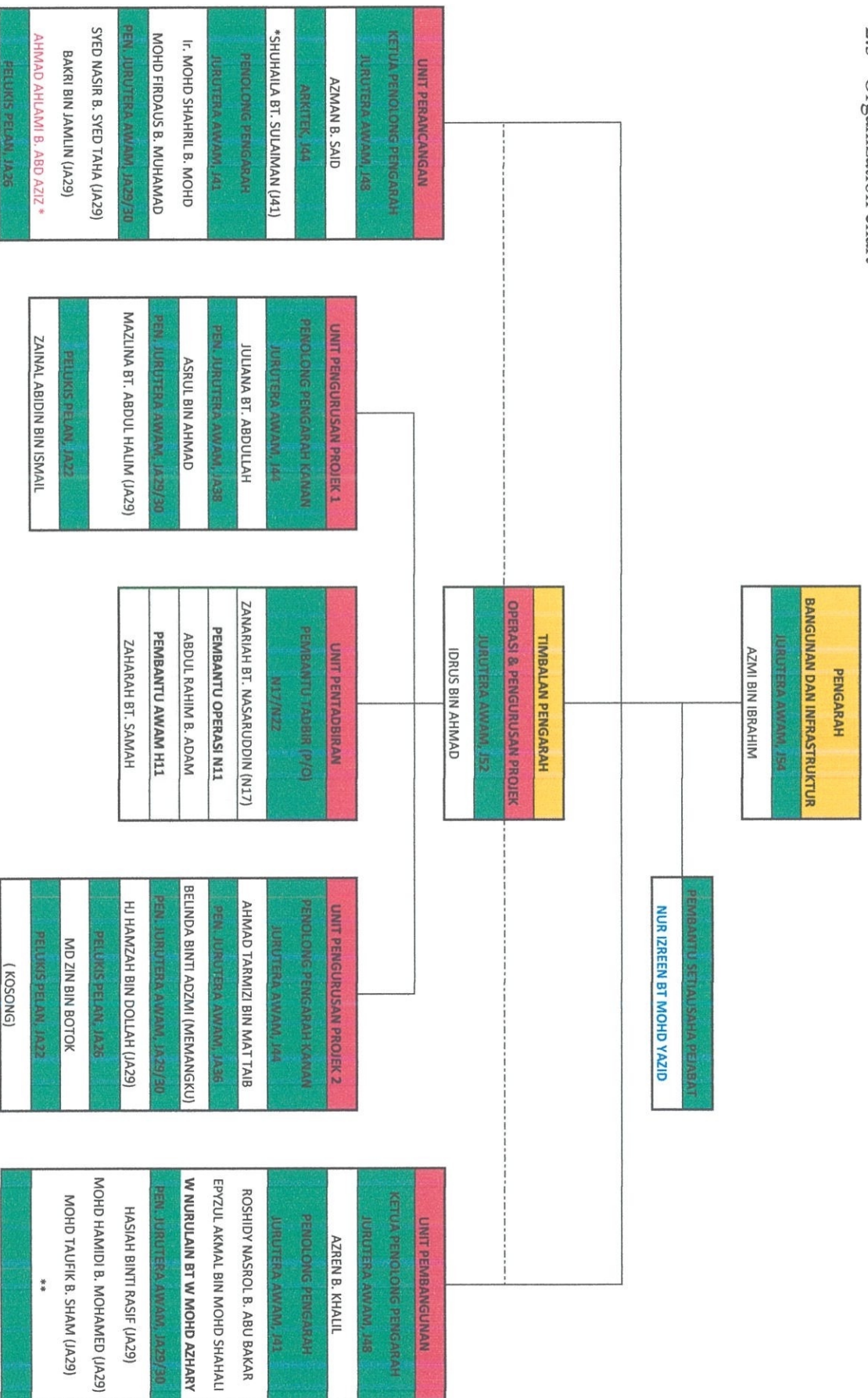
Company's Name : Bahagian Bahagian Bangunan dan Infrastruktur
Adress : Jabatan Pengairan dan Saliran Malaysia
Jalan Sultan Salahuddin, 50626 Kuala Lumpur
Malaysia
Telephone No. :
Fax No. : 03-2697 6133
Email : <http://www.water.gov.my/>



Figure: Location of Jabatan Pengairan dan Saliran

Sources: www.google.my (2015)

2.3 Organization chart



2.4 List of Project

Table 2.1: Completed Projects

No.	Title	Duration
1.	Construct and complete the facilities for eco-tourism in Taman Eco-Rimba, Wilayah Persekutuan Kuala Lumpur for Forestry Department of Peninsular Malaysia.	11 Jun 2012- 30 September 2014
2.	Development elephant sanctuaries, Terengganu (Pakej 2) Sungai Deka, Tasik Kenyir, Hulu Terengganu, Terengganu	20 August 2013- 8 Mei 2015
3.	Upgrading Zoo Negara at Hulu Kelang Daerah Gombak, Selangor Darul Ehsan (Pakej 1): Construct Direction and Interpretation Panels and Related Works.	6 March 2014- 5 July 2014
4.	Project Construction and Completion and Completion of 'Viaduct' and other related work in Section 40, Route 4 (157KM Gerik – Kota Bharu, Koridor Ekologi Central Forest Spine (CFS) Gerik, Perak Darul Ridzuan	23 October 2013- 22 April 2015
5.	Upgrading Zoo Negara at Hulu Kelang, daerah Gombak, Selangor Darul Ehsan: Repainting and Related works.	18 February 2014- 31 March 2014
6.	Proposed to Build and Complete Pejabat Ukur Topografi Cawangan Wilayah Selatan, Segamat, Johor.	20 August 2013- 18 August 2014

Table 2.2: Projects in Progress

No.	Title	Duration
1.	Development Of National Wildlife Rescue Center Phase III, Sungkai, Daerah Batang, Perak Darul Ridzuan For Protection Department Of Wildlife And National Parks (PERHILITAN)	18 months
2.	Project To Upgrade For Reptile Exhibits Enrichment Program To Comply With The Regulations And Related Work At Zoo Negara, Hulu Kelang, Selangor Darul Ehsan.	18 months
3.	Proposed Construction And Completion Of Forensic Laboratory At The Headquarters Of The Wildlife Cheras, Kuala Lumpur For Department Of Wildlife And National Parks (PERHILITAN), Peninsular Malaysia	Date of Completion : 30 November 2014 EOT 1 : 30 June 2015 EOT 2 : 30 September 2015
4.	Proposed Design & Build An Equipment Calibration Verification Test Site Utilities Underground Headquarters Survey & Mapping Department of Malaysia (JUPEM), Jalan Putra, Kuala Lumpur.	8 months

CHAPTER 3.0

CASE STUDY

3.1 Introduction of Project

Contract administration includes procedure and activities related to administering the contract for construction, typically performed by Architect/ Engineer. Construction contract administration is a combination of contractual procedures and the implementation of a team approach for the participants in the project. The successful completion of a project is dependent on each participants being familiar with the documents used in the construction, understanding, and meeting of the participants contractual obligations and responsibilities, and understanding the project method to be utilized. It is also dependent on the participants establishing and maintaining effective communication and mutual cooperation through the construction stage of the facility life cycle (John Wiley&Sons, 2011).

Tendering is the process by which bids are invited from interested contractors to carry out specific packages of construction work. It should adopt and observe the key values of fairness, clarify, simplicity and accountability, as well as reinforce the idea that the apportionment of risk to the party best placed to assess and manage it is fundamental to the success of a project (Tendering for Construction Projects, 2011).

Only contractor registered with the Contractor Service Centre (CSC) and the Construction Industry Development Board Malaysia (CIDB) in certain eligible to participate in a tender. Before the results obtained from the tender invited Entrepreneur Development Division, Ministry of Works, whether a may be accompanied by ‘Bumiputera’ Contractors only or open to ‘Bumiputera’ and ‘Non-Bumiputera’ Contractors (Pejabat pengarah kanan cawangan kontrak dan ukur bahan, 2010).

3.2 Case Study

Contract Administration is divided into three parts: Pre-Contract stage, Contractual stage and Post-Contract stage.

Pre-Contract

Pre-contract stage, typically begin when the contractor has received a signed agreement and a notice to proceed, and end with completion at the site, it is part of the procurement process and the procedures for preparation of tender documents up to the acceptance of tender.

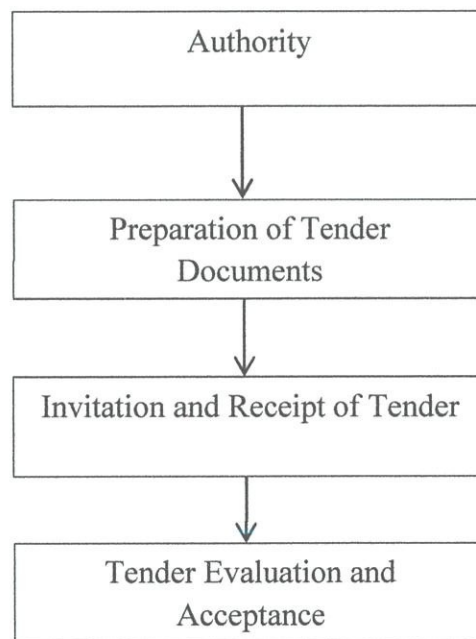


Figure 3.1: Pre-Contract Stage

3.2.1 Authority

Authority briefly explains about administration of contract, and authority to accept, approve or certify on behalf of the Government. Therefore, there are various types and limit of authority applicable to contracts by DID Manual.

Tender documents are the documents used for the procurement of works estimated at more than RM500, 000.00 in accordance with procedures approved by the Government.

Table 3.1: Limit and Authority of Procurement Board for Acceptance of Tenders

Authorised Party	Limit of Authority	
	Works	Supplies/ Services
Ministry of Finance	a) Open Tender – exceeding RM 100 million b) Selective Tender – exceeding RM 5 million	a) Open Tender – exceeding RM 50 million b) Selective Tender – exceeding RM 5 million
Ministry/ Department Procurement Board	a) Open Tender – Up to RM 100 million b) Selective Tender – Up to RM 5 million	a) Open Tender – Up to RM 50 million b) Selective Tender – Up to RM5 million
Federal Procurement Board (State Level)	a) Open Tender – Up to RM 20 million b) Selective Tender – Up to Rm1 million	Not Permitted to consider and accept tender supplies and services at state level.

Source: Pejabat pengarah kanan cawangan kontrak dan ukur bahan (2010)

3.2.2 Preparation of Tender Documents

While preparing the tender documents, there are various basic requirements of tender documents which are the provisions in the tender document must be the basis for a contract that can be physically implemented by contractor. The contractor will not perform work that is not specified in tender documents unless the directive authorities. Next, the tender documents must be defined out by clear and precise, and the documents must be free ambiguity and contradiction. Then, the tender documents must be provided to tenderers sufficient. As usual, the sale of tender documents did not contain complete documents where the documents can be consulted in the table tender.

Table tender documents should be available at least one (1) copy of the tender exhibited at the unit where the tender is called and one (1) copy to be kept at the office of Superintendent Officer. Although, there are things that prohibited to be included in tender documents such as provisions for item 'Contingency Sum' and item 'Rate Only' in Bill of Quantities.

Fulfilling Financial Capacity and Corresponding full-time Personnel Resources
criteria according to Contractor Grade (G1-G7)

Table 3.2 Registration Requirements and Procedures

Grade	Tendering Capacity (RM)	Paid Up capital */ Net Capital Worth** (RM)	Minimum Personnel Resources Requirements #
G 7	No Limit	750,000.00	Group A and 1 group B (both min. 5 years' experience) or 2 Group A (one of whom must have min. 5 years' experience)
G 6	Not exceeding 10 million	500,000.00	Group A and 1 group B (one of whom must have min 3 years' experience)
G 5	Not exceeding 5 million	250,000.00	1 Group A or 1 Group B (min. 5 years' experience)
G 4	Not exceeding 3 million	150,000.00	1 Group B
G 3	Not exceeding 1 million	50,000.00	Course Certificate/Experience
G 2	Not exceeding 500,000.00	25,000.00	Course Certificate/Experience
G 1	Not exceeding 100,00.00	5,000.00	Course Certificate/Experience

Notes :

* Paid Up Capital (for Private Limited Company/ Public Company)

** Net Capital worth (For Sole Proprietorship/Partnership) in the form of current account bank statements (average balance considered) / balance from saving account/overdraft facilities/uncharged fixed deposit statement

Group A – Degree holder in construction related fields.

Group B – Diploma holder in construction related fields or other degree holder with experience in construction works.

Source: (JPS, 2012)

Conditions for Tendering, (Pejabat pengarah kanan cawangan kontrak dan ukur bahan, 2010).

1. The whole of the Works set forth in the Tender Documents exhibited on the Tender Table (hereinafter referred to as the 'Tender Table Documents') will be let on Contract.
2. Each tenderer must submit, enclose and seal in an envelope addressed as stipulated in the Tender Notice, a genuine tender on the Form of Tender provided, together with the copy of the Bills of Quantities duly filled in and signed. Form of Tender which is incomplete or unsigned shall be disqualified.
3. The tenderer shall price the Bills of Quantities which shall be duly filled in ink and signed by the tenderer. Before the issuance of the letter of acceptance, prices or rates in the Bills of Quantities shall be scrutinized and adjusted by the Superintending Officer as to its reasonableness without altering the amount as stated in Form of Tender.
4. Each tenderer must enter, in the space provided on the Form of Tender, the time he will require to complete the works.
5. Should any tenderer :
 - a) Withdraw his tender before the expiry of the Tender Validity Period or any extended period thereof.
 - b) Impose additional terms, conditions or stipulations after the final date fixed for the submission of tenders (in which case it shall be deemed to be withdrawal of this tender).
 - c) Whose tender has been accepted, refuse and fail to execute the formal Contract Agreement or to deposit the Performance Bond (if the tenderer opts for Bank/ Islamic Bank/ BPIMB/ Insurance/ Takaful or Finance Company Guarantee) or fails to proceed with the works.

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

6. No unauthorised alteration or addition shall be made to the Form of Tender or any other Tender Documents.
7. Tenders and documents in connection therewith as specified in Clause 2 above must be delivered to the place and at or before the time stipulated in the Tender Notice for the submission of Tenders.
8. In the case of a tender not being delivered by hand, the tenderer must arrange for his tender and other documents to be posted in time to reach the stipulated place not later than the stipulated time.
9. Any tender delivered after the stipulated time, from whatever cause arising, will not be considered.
10. In no case will any expenses incurred by a tenderer in the preparation of his tender be allowed.
11. The Tenderer shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his tender as to the nature of the ground and sub-soil, the form and nature of the site, the extent and nature of the work, materials and goods necessary for the completion of the works, the means of communication with and access to the Site, the accommodation he may require and in general to have obtained for himself all necessary information as to risk, contingencies and all circumstances influencing and affecting his tender.
12. Tenders shall remain valid for a period of ninety (90) days from the final date for submission of tenders stipulated in the Tender Notice (herein referred to as the "Tender Validity Period") and such period may by mutual agreement be extended as and when necessary.
13. The Government shall not be bound to accept the lowest or any tender, nor to assign any reason for the rejection of any tender.

14. The successful tenderer (if any) shall be notified of his tender by a letter (referred to as “Letter of Acceptance of Tender”) within the Tender Validity Period or any extended period thereof. The said tenderer shall as soon as is practicable but before the commencement of the works deposit with the Superintending Officer the following :
- a. Performance Bond (if the tenderer options for bank/ Islamic Bank/ BPMB/ SME Bank/ Insurance/ Takaful or Finance Company Guarantee) amounting to 5% of Contract Sum and failure to submit the said by the date of possession of site, shall entitle the Government to implement the Performance Guarantee Sum option,
 - b. Insurance Policy for Public Liability (i.e. insurance against injury to persons or damage to property) or cover note together with receipt of premium paid in respect thereof,
 - c. Insurance Policy for Works or Cover Note together with receipt of premium paid in respect thereof,
 - d. Registration numbers under the Employee’s Social Security (SOCSO) scheme.

The tenderer shall further deposit the relevant Insurance Policies within a period of not later than thirty (30) days after the Cover Notes has been submitted.

15. All schedules of particulars attached to the Tender Documents shall be completed and submits by the tenderer together with his tender.
16. Every notice to be given to a tenderer may be posted to the tenderer’s address given in the tender and such posting shall be deemed good service of such notice.
17. The word ‘successful tenderer’ shall mean that the tenderer whose tender has been approved and accepted by the Government.
18. The word ‘tenderer’ in these conditions shall be deemed to include two or more persons.

Advertising Management Tender

All local invitation to tender shall be advertised in at least one newspaper in Malay. In addition, tender advertisement content should be clear, neat, simple and does not cause any doubts or wastage. However, tender advertisement published in newspaper on Tuesday and Thursday only. If public holiday falls on a day, the tender advertisement will be published the next day either on Wednesday or Friday where applicable.

Contents of tender advertisement must state the following items:

- a) Official office for tender
- b) No. Tender/ Title advertised tender
- c) Tender status, whether public or specially indigenous and type of company
- d) Companies qualifying companies tenderer
- e) Place, date and time of tender documents for sale
- f) Price, payment methods, position payee tender documents
- g) Place, date and time received and closed tender

Managing an Advertisement

To ensure that advertisements can be broadcast on the specified days, all the advertised tender request letter should reach to main office of newspaper not more than three (3) days before the advertisements will be published and copied to the Secretariat Tender BUBPK, HQ JPS Malaysia.

How to fill out the advertising tender are as follows:

a) The official call for Tender

The information provided must be brief but complete. For example, Bahagian Bangunan dan Infrastruktur, Ibu Pejabat JPS Malaysia.

b) Number of Tender/ Project Title

Enter the title of the project and financing where appropriate.

c) Upgrade Eligibility

Fill in the status either “BUMIPUTERA” or “TERBUKA”

d) Class, Head and Sub Head

Fill in the required qualification of contractor

e) Place & The date of the documents goes on sale

The address must be complete. The documents can purchase from the date of publication until the closing date of the tender. Tenderers must be given at least two weeks to buy tender documents.

f) Site Visit

If a site visit is required, the details of the visit shall be specified in the tender documents as shown in Appendix 2A.

g) Tender Period

- i. For the tendering period shall be at least twenty-one (21) days from the date of sale of tender documents.
- ii. For tender that involving site visits, the department shall ensure that the closing date for the tenders should be at least 21 days from the site visit.
- iii. The department shall determine by 12.00pm on the day the tender was closed. Tenders received late from the specified time and date will not be considered.

3.2.3 Invitation and Receipt of Tender

Contractor must have qualification for tender work such as need to register with Contractor Service Centre (PKK) and the Construction Industry Development Board (CIDB). Next, contractor need to register under a different class based on financial capability and technical expertise.

Furthermore, the official's calls for tender will determine eligibility of tender for obtain the approval of the status whether the position of tender is Bumiputera Tender or Open Tender.

Moreover, the tender document must sell at unit BUBPK, JPS HQ or at state level by the Tender Unit, Office of State JPS. Sales documents should be based on the conditions set out in the tender advertisement. Then, the department have display the table tender documents to allow the tenderer to review the tender documents before making purchase. While, alternative tender strictly prohibited. Next, employees who sell tender documents must ensure have proof of the contractor's representative stated authorized to purchase the tender documents. Furthermore, written evidence need to be signed by an authorized officer, such as in the Central Contractor Registration Certificate and company stamp. Then, all payment received for the tender document should be included in government revenue.

Where the Contractor registrations had expired, the sale may be carried out if the contractor signed and returned the conditional letter for sale of the tender documents, stating that the tender will not be accepted if the Contractor fails to renew his registrations prior to the tender closing date. The proceeds from the sale of tender documents need to be credited to the revenue.

The minimum tender period for Conventional tender at least 21 days from available, as notified in the Tender Notice, or 21 dyas from the site visit. Next, tender period for Design and Build Tender at least 45 days from 1st day of the sale of tender documents is available, as notified in the Tender Notice.

The closing date, time and office where tender is received are stated in the Tender Notice and Letter of invitation. However, late tenders must be rejected without opening.

The tenders must be collected from the tender box, and all tenders be opened in the presence of the Tender Opening Committee. Next, the number each tender and enter the details for each tender onto the tender schedule, in the order which the tender is opened. A copy of the completed tender schedule must be displayed at the office where the tender was closed. Then, forward the tender documents received and the completed tender schedule to where office where the tender was called for evaluation.

3.2.4 Tender Evaluation and Acceptance

The procedure for the tender evaluation and acceptance should be complete within 30 days from the receipt of the tender documents. All information about the tender evaluation must be treated as confidential. Next, the tender evaluation should be sign by the Project Head and cannot be a member of the tender Opening Committee.

For tender documents clarification which is prior written permission of the chairman of the Tender Procurement Board must be obtained. Next, the clarification process is conducted by the Tender Secretariat and no communication allowed between any evaluation officer and any tenderer unless written permission is given by the chairman of the Tender Procurement Board.

Next, the Tender Officer will conduct present the Tender Evaluation Report to the Tender Procurement Board for decision. After that, a letter of intent must be issued with the approved by the tenderer and the letter of intent must be in approved format and check the information on the letter is correct.

However if complete check the information on the Letter of Acceptance and Notification of Acceptance of tender are correct with:

- a) Name and company address
- b) Project Title
- c) The accepted Contract Sum
- d) Amount for Performance Bond
- e) Amount for Advance Payment
- f) Amount of coverage for insurance
- g) Defects Liability Period
- h) Name of Superintendent Officer

Contractual Stage

For Contractual Stage, can be defined as the coordination of the activities required for the performance of the contract, including guidance and monitoring necessary to assure that all contractual obligations are fulfilled by the parties to the contract, i.e. the Department of Irrigation and Drainage and the Contractor.

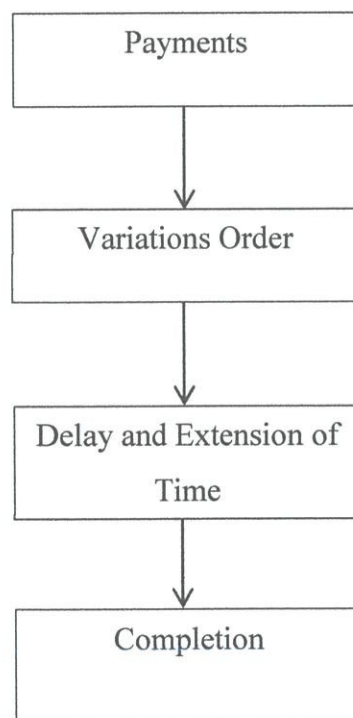


Figure 3.2 Contractual Stage

3.2.5 Payment

The guidelines on the preparation and checking of the payment documents, and issuance of the payment certificate for advance payment and interim payment.

Firstly, advance payment cannot be exceed 25% of the value of the builder's work (total Contract Sum less Prime Cost and Provisional Sum), subject to a maximum of RM 10 million. The contractor must submit application for advance payment in accordance with the contract within 3 months of the possession of site. Therefore, the application must be accompanied by the following documents:

- a) Letter of Acceptance duly signed and witnessed
- b) Performance bond or Letter of Conformation on using Performance Guarantee Sum
- c) Bank/ insurance guarantee for advance payment.
- d) Insurance Policies and receipt issued by insurance company
- e) Proof of registration with Socso
- f) Contractor's letter stating bank details, and signed by authorized person.

The contractor must check the application is accompanied by the necessary documents. Next, check that each document is complete and in order. Then, make sure obtain confirmation from the bank or insurance company against the bank or insurance guarantee.

If the advance payment is completed, and the documents checked and endorsed by the relevant officer, the Superintendent Officer must sign payment certificate. Finally, submit the document to quality auditor to check and free of errors.

Secondly, for interim payment must be carried out at least once a month, unless a payment schedule is included in the contract. The Superintendent Officer should make a first interim evaluation based on the works which have been executed by the Contractor including the unfixed materials delivered to or adjacent to the works. Ensure the total value of claim reaches to the sum whilst the subsequent claims must not less than amount appeared. Therefore, need to inform the contractor method valuation adopted by DID Manual, to avoid disputes.

Generally, the Superintendent Officer needs to issue the certificate within fourteen (14) days from the date of such valuation stating due amount to the contractor. For example, estimated total value of works executed and 90% of the value of the unfixed material and goods delivered at site. The amount due to the contractor must be up to the date of valuation.

Furthermore, checks documents for completeness and submit all to the Authorised Person for signature. If the Interim Payment documents are complete, and the documents checked and endorsed by the relevant officer, the Superintendent Officer must sign the Interim Certificate.

3.2.6 Variations Order

Variation may be defines as any alternation or modification of the design, specification and Bill of Quantities of the works as shown upon in the Contract Drawings and describes or referred to in the Contract Bills, and includes the addition, omission or substitution of any works, the alteration of the king or standard of any of the materials as goods executed by the contractor for the purposes of the works other than work or material or goods which are nit in accordance with the contract.

3.2.7 Delays and Extension of Time

Most Construction contracts will specify a time for completion. The contractor is obliged to complete the works within the stipulated date subject to any extension of time.

Time is of the essence is a phrase loosely used in construction contracts to underscore the government's insistence on the contractor's performance obligation by the stipulated date of completion. It often has to do with extension of time application by contractors and for disruption and delays with related money application in the form of direct loss or expense application and on the Government's side, the right to Liquidated and Ascertained Damages for delays on the part of the contractor.

Prevention of Delay

1) Pre-Contract

- Proper planning & coordination
- Adequate site & soil investigation
- Requirements of client must be fully checked & established
- Drawings, specs & other documents must be check and coordinated with the design.

2) Post-Contract

- All drawings, specs, bill of quantity & other details to Contractor
- Clarifications, decisions, approvals must be prove
- Program of work by contractor must be works tendered under Nominated Sub-Contractor
- Payments to Contractor must be prompt.

Reasons for Extension of Time

- Exceptionally inclement weather
- Loss or damage to the works caused by fire, lightning, explosion, storm tempest, flood, ground subsiding, bursting or overflowing of water tank and civil commotion.

- The contractor not having received in due time necessary instruction, drawings, or instruction in regard the nomination of Sub-Contractor
- Delay caused by local combination of workmen affecting any of the trades employed upon the workers
- Delay in giving possession of site.

Table 3.3: Procedures for Extension of Time

Step	Procedures / Tasks
1	<p><u>Notice Of Delay And Application For Extension Of Time</u></p> <p>Contractor to put in application for extension of time as soon as it becomes apparent that the progress of the Works is delayed.</p> <p>Contractor to extent Performance Bond and all Insurances until the estimated new completion date.</p>
2	<p><u>Assess The Application For Extension Of Time.</u></p> <p>It is the duty of the Superintending Officer Representative (SOR) to review the extension of time application based on the supporting documents submitted by Contractor.</p> <p>SOR to assess reasons of delay as allowed and acceptable grounds in contract.</p>
3	<p><u>Contractor Eligible For Extension Of Time?</u></p> <p>If Contractor is eligible, determine new Date of Completion.</p>
4	<p><u>Prepare report and Certificate of Delay and Extension of Time, Submit for the Approval of Authorised Party.</u></p> <p>After determining new date for Completion, prepare report of Delay and Extension of time complete with grounds, quantum and calculation.</p> <p>Submit report and Certificate of Delay and Extension of Time for approval from Authorised Party.</p>
5	<p><u>Check Report Of Delay And Extension Of Time</u></p> <p>Submit the report to the Contract Administration Officer (CAO) for verification.</p>

3.2.9 Loss and Expense

Construction contract will generally provide for the contractor to claim direct loss and expense as a result of the progress of the works being materially affected by relevant matters for which the client is responsible, such as (loss and expense, 2014):

- Failure to give the contractor possession of the site
- Failure to give the contractor access to and from the site
- Delays in receiving instructions
- Opening up works or testing works that then prove to have carried out in accordance with the contract.
- Disruption caused by works being carried out by the client.
- Failure by the client to supply goods and material
- Instructions relating to variation and expenditure of provisional sums.

The Contract Conditions has the following requirements (Department of Irrigation and Drainage Malaysia, 2009).

Relationship between Loss and Expense and Extension of Time

Many contractors upon being granted an Extension of Time (EOT) presume that they can claim all additional costs for their extended period as loss and expense. Therefore, EOT and Loss and Expense are separate and must be dealt with independent of each other and on their own merits. Next, only by examining cause and effect can items of costs, which fall under loss and expense, be identified. If the delay was the responsibility solely of the contractor, contractor should not cover the additional costs arising from any delay of the building works by claiming loss and expense. Delay is due to natural factors, than loss and expense is not claimable.

3.2.10 Completion

When in the opinion of Superintendent Officer that the works are practically completed, meaning that the contractor has performed and completed all the necessary works specified in the Contract and the patent defects existing in such works are minor than the Superintendent Officer shall issue Certificate of Practical Completion. The issuance of Certificate of Practical Completion indicated the start of the Defects Liability Period.

A Certificate of Practical Completion (CPC) marks the point at which the contractor has completed their contractual obligations, and can hand over the works to the client.

The reasons why contractor wants to achieve CPC because to avoid exposure to financial penalties for delay, then after Practical Completion the Contractor no responsibility for site security or insurance. Therefore, contractor showed satisfied has fulfilled all requirements from the Client.

Table 3.4: Procedures of Completion

Step	Procedures / Tasks
1	<p><u>Receipt Of Notice Contractor</u></p> <p>Contractor issue notice that the works are all practically completed and ready for Final Inspection.</p>
2	<p><u>Final Inspection</u></p> <p>Carry out Final Inspection especially mechanical and electrical installation works to determine works are practically completed.</p>
3	<p><u>Works Is Practically Completed For All Purposes Of The Contract</u></p> <p>Practically completed meaning, the Contractor has performed and completed all the necessary works specified in the contract and the patent defect existing are minor.</p>
4	<p><u>Issue Instruction To Rectify Defective Works</u></p> <p>If necessary, issue instruction to rectify defective works that can effect the issuance of Certificate of Practical Completion (CPC)</p>
5	<p>Release of 50 % of Performance Bond</p> <p>When CPC is issued,</p> <ul style="list-style-type: none"> a) Release 50% of the Performance Bond b) Release 50% of the Performance Guarantee Sum <p>Whichever is applicable?</p> <p>Where the contractor submitted Performance Bond, then release the 50% only after the Contractor has submitted a new bank/insurance for the remaining 50%</p>

Handing Over

Upon the issue of the Certificate of Practical Completion (CPC), the Government takes over the works and the contractor cease to be responsible for loss or expense caused by or arising from defective work. However, Government must also be advised of the operation and maintenance requirements of the works including those relating to mechanical and electrical installations (Department of Irrigation and Drainage Malaysia, 2009).

Post-Contract Stage

At this stage, the building work should be substantially complete. However some building work may still need completion or resolution, as well as the collection of activities and procedure of Defect Liability Period and Final Account and Final Certificate.

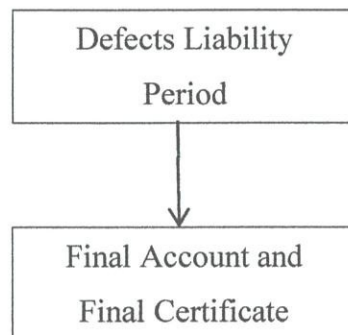


Figure 3.3: Post Contract Stage

3.2.11 Defect Liability Period

A construction defects is generally as a defect or deficiency in the design, the construction, or in the materials or systems used on the project that may not be readily observable and results in building, structure or component that is not suitable for the purpose intended. The overall procedures in management of defects throughout and end of the DLP until the issuance of the Final Certificate.

Table 3.6: Procedures of Defect Liability Period

Step	Procedures
1.	Client need to report immediately to SOR, and SOR shall determine if defects had occurred.
2.	Superintendent Officer should immediately issue instruction to the Contractor to rectify the defects, with a fair and reasonable time frame to complete the making good of defects. Thus, SOR may issue instructions to rectify defects as many times as necessary during Defects Liability Period. If the Contractor refuses or fails to make good the defects within the time stipulated in the SO Instruction or within reasonable time if none is stated, then the SO may appoint third parties to rectify the defective works.
3.	If third party executed the defects work, the cost incurred in making good defects due to the failure of the contractor must be recovered from Contractor: <ul style="list-style-type: none"> • From Money due or payable to Contractor or • As deduction of Performance Bond or Performance Guarantee Sum
4.	If there are defects at the end of Defects Liability Period, prepare the Schedule of Defects and issue it to the Contractor within 14 days after the expiry of DLP.
5.	Issue the instruction to rectify all defects work completely within a reasonable time. Ensure the duration given to the contractor must not exceed 3 months from the date of issuance the Schedule of Defects.
6.	Issue the Certificate of Completion of Making Good Defects (CMGD) if there are no further defects. Ensure the date in such certificate is the date of Contractor completed the rectification of defective works.
7.	Lastly, prepare the Final Certificate upon the issuance of CMGD.

3.2.12 Final Account and Final Certificate

The final certificate by the contract administration that a construction contract had been fully completed. It is issued at the end of the defects liability period and has the effect of releasing all remaining money due to the contractor, including with remaining retention. The value of the final certificate will be based on the final account agreed by cost consultant and the contractor. This means that all patent defects must have remedied, all adjustments to the contract sum must have been agreed and all claims settled (Final Certificate for Construction Contracts, 2015).

Step	Procedures
	<p>The Contractor is required to submit, not later than 3 Months after practical completion, the full particular of all claims, together with such supporting documents as may be necessary for the preparation of Final Account.</p> <p>If the Contractor fails or refuses to submit the information within the time, the Final Accounts may be prepared based on the information at hand so as to enable the Final Accounts and Final Certificate to be completed within 3 months after end of defects liability period or issuance of certificate of completion of making good defects, whichever is the later.</p>
	<p>Should be attach the required of supporting documents to the Final Account and Final Certificate such as:</p> <ul style="list-style-type: none"> • Certificate of Practical Completion • Certificate of Non-Completion, if any; • Certificate if Completion of Making Good Defects • Certificate of Delay and Extension of Time, if any; • Payment Voucher • Letter of release from the Departments of Labour, or Statutory Declaration (to the effect of workmen employed have been received all wages made by the Contractor).
	<p>The Final Account and Final Certificate must be forwarded to Contractor and copies distributed to all parties involved in the contract.</p>

Common Mistakes Made By Contractor upon Submission of Tender

1. Local government has distinction of ensuring that the contractors they choose have all the necessary documents. This is because, with all the corruption investigation, local council needs to be careful about the following published rules of submission. For examples, parties will comply with all legal obligations. So for the best solutions are, the parties should aim to achieve best practice in relation to gain quality in all aspects of services and improve ethical business practices.
2. Errors when filling the details of the contract and corporate details. Therefore, if have a mistake with the proposal, the submission of tender will be eliminated. Make sure all contact information of your business correctly and easily contactable. However, the parties should establishment and maintenance of clear and effective communication.
3. Tender documents are incomplete with exposure in the submission of tender. The equipment will be used as a part of the tender should be fully insured. Next, contractor need to prepare the public liability and workers compensation insurance, this will be outlined in the tender document. Make sure submit all certificates as part of application process. Therefore, improve skill and technique is best solution for those contractors who have to submit their tenders.

4. Contractor submits an application with typos. The tender documents should be well presented and complete. Then, late submission will be eliminated even have request an extension. In this era, an extension request could be interpreted as favoritism of submission of final document. In addition, increase cooperative relationship and application of professional for technical expertise are best solution to the contractor.

CHAPTER 4.0

CONCLUSION

4.1 Conclusion

In conclusion, based on the findings, it can be concluded that good communication and clear procedures of the scope of work is essential in construction sector to avoid undesirable misunderstanding and confusion. Next, the standard procedures as defined every party involves in the tendering work is required to understand their responsibilities well. It is important to improve the quality of work as well as to develop a harmonious working environment. It is believed that the standard procedures help to improve the quality of work or the effectiveness of communication and save cost and time of tendering preparation. Therefore, on pre-contract procedure, contractor can avoid making mistakes repeatedly when submitted the tender that will cause wasting of time and cost.

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Appendix

Appendix A: List Specialization in System Registry Contractor

B BUILDING CONSTRUCTION CATEGORY		CE CIVIL ENGINEERING CONSTRUCTION CATEGORY	
Specialisation	Description	Specialisation	Description
B01	IBS: Prefabricated Concrete System	CE01	Road and Pavement Construction
B02	IBS: Steel Frame System	CE02	Bridge Construction
B03	Restoration and Conservation	CE03	Marine Structures
B04	General Building Work	CE04	Dams
B05	Piling Works	CE05	Tunnel and Underpinnings
B06	Concrete Repair Work	CE06	Flood Control System
B07	Interior Decoration	CE07	Railway Tracks
B08	Water Proofing Installation	CE08	Slope Protection Systems
B09	Landscaping	CE09	Oil or Gas Pipelines
B10	Internal Plumbing Installation	CE10	Piling Works
B11	Signage Installation	CE11	Concrete Repair Works
B12	Aluminum/ Steel/ Glass Works	CE12	Soil Investigation
B13	Tile Installation and Plastering Works	CE13	Signage Installation
B14	Paint Works	CE14	Landscaping
B15	Roof Installation and metal Cladding	CE15	Offshore Works
B16	Construction and Installation of Swimming Pool Equipment	CE16	Underwater Construction Works and Maintenance
B17	Pre-stressing and Post-Tensioning Works	CE17	Airports

B18	Metal Works	CE18	Reclamation Works
B19	IBS: Formwork System	CE19	Sewerage System
B20	Indoor Gas Pipeline Installation	CE20	Water Supply System
B21	Scaffolding Installation	CE21	General Civil Engineering Works
B22	IBS: Block System	CE22	Synthetic Game Field Tracks
B23	IBS: Wood Frame System	CE23	Pre-Stressing and Post-Tensioning Works
B24	Building Maintenance Works	CE24	Civil Engineering Structures
B25	Private Pipe Connection to Sewerage	CE25	Rock Blasting Works
B26	Demolition Works	CE26	Sculptures Structures
B27	Water Supply and Sewerage System Maintenance Services	CE27	Heat Insulation/Refractory Works
B28	Miscellaneous Works	CE28	Special Cast System
		CE29	Scaffolding Installation
		CE30	Soil Stabilisation, Subterranean Drainage
		CE31	Telecommunication Civil Engineering Works
		CE32	Civil Engineering Maintenance Works
		CE33	Drilling for Underground Water
		CE34	Pre-Cast Concrete Installation Work
		CE35	Concrete Test
		CE36	Earthworks
		CE37	Power Station Funnel Work
		CE38	Sewerage System Maintenance

		CE39	Water Supply System Maintenance
		CE40	Excavation
		CE41	Breeding Pond Construction

CATEGORY ME MECHANICAL AND ELECTRICAL			
Specialisation	Description	Specialisation	Description
M01	Air-Conditioning System	E01	Sound System
M02	Fire Prevention and Protection System	E02	Surveillance and Security System
M03	Lifts and Escalators	E03	Building Automation System
M04	Building Automation System	E04	Low Voltage Installation
M05	System for Workshop, Plant, Quarry etc.	E05	High Voltage Installation
M06	Medical Equipment	E06	Lighting System
M07	Kitchen Appliances	E07	Internal Telecommunication System
M08	Heat Restoration System	E08	External Telecommunication System
M09	Mechanical Based Compression and Generation	E09	Various Equipment
M10	Coolant for Power Generation	E10	Control Panel
M11	Construction and Special Treatment	E11	General Electrical Work
M12	Special Plant	E12	Electric Signboard
M13	Drill Maintenance	E13	Train Communication System
M14	Pollution Control System	E14	Computer Network Cable

M15	Miscellaneous Mechanical Equipment		
M16	Tower Crane		
M17	Laundry Equipment		
M18	Hot Water System		
M19	Plant Equipment Installation		
M20	General Mechanical Maintenance		

Appendix B: Tender Statement

**JABATAN PENGAIARAN DAN SALIRAN
KENYATAAN TENDER**

Tender adalah dipelawa kepada Kontraktor-kontraktor yang mempunyai Sijil Perolehan Kerja Kerajaan berdaftar dengan Lembaga Pembangunan Industri Pembinaan Malaysia (LPIPM/CIDB)/Kementerian Kewangan dalam Gred, Kategori dan Pengkhususan yang berkaitan serta masih dibenarkan membuat tawaran pada masa ini bagi kerja/bekalan berikut:-

Bil	Pejabat yang memanggil tawaran	Nombor Tender/ Tajuk Projek (pembayaan)**	Taraf	Syarat Pendaftaran	Tempat & Tarikh Dokumen Mulai Dijual	Harga Dokumen & Bayaran Atas Nama	Tempat, Tarikh & Waktu Tender Tutup
1	Bahagian Bangunan dan Infrastruktur, Ibu Pejabat JPS Malaysia	JPS/I/P/BI/03/2015 Pembangunan Pusat Penyelamat Hidupan Liar Kebangsaan (NWRG) Fasa III, Sungkai, Daerah Batang Padang, Perak Darul Ridzuan Untuk Jabatan Perlindungan Hidupan Liar dan Taman Negara Perhilitan	Bumiputera	Berdaftar Dengan CIDB Gred : G7 Kategori B Pengkhususan B04 Memegang Perakuan Pendaftaran Kontraktor, Sijil Perolehan Kerja Kerajaan dan Sijil Taraf Bumiputera yang masih Sah	Unit Tender Bahagian Ukur Bahan & Kontrak, Ibu Pejabat, JPS Malaysia 11/06/2015 (Khamis) hingga 24/06/2015 (Rabu)	RM 750.00 Ketua Pengarah Pengaliran dan Saliran	Unit Tender Bahagian Ukur Bahan & Kontrak, Ibu Pejabat, JPS Malaysia 02/07/2015 (Khamis) Jam 12:00 tgh
<p>Lawatan Tapak adalah DIWAJIBKAN pada 10.06.2015 (Rabu) Masa: 10:00 pagi. Tempat Berkumpul : Pusat Konservasi Hidupan Liar (PKHL) Sungkai, Perak Darul Ridzuan. Hanya penama syarikat di dalam Sijil Perolehan Kerja Kerajaan (SPKK), PUKUNSA atau UPKJ sahaja boleh menghadiri lawatan tapak.</p>							

Dokumen Meja Tender boleh disemak dan dokumen tender boleh diperolehi di pejabat-pejabat berkenaan semasa waktu pejabat. Dokumen tender akan dikeluarkan kepada penama/wakil-wakil kontraktor yang sah sahaja. Untuk maksud ini penama/wakil-wakil kontraktor hendaklah membawa Sijil **ASAL PERAKUAN PENDAFTARAN CIDB, SIJIL PEROLEHAN KERJA KERAJAAN CIDB SERTA SIJIL TARAf BUMIPUTERA PKK** jika berkenaan dan satu **SALINAN** bagi setiap Sijil-sijil yang berkenaan semasa membeli dokumen tender.

Appendix C: Letter to the NSTP advertisement

U.P: Diyanah binti Abdul Gani,
Jabatan Pengairan dan Saliran Malaysia,
Bahagian Bangunan & Infrastruktur,
Ibu Pejabat JPS Malaysia,
Jalan Sultan Salahuddin,
50626 Kuala Lumpur.
Tel
Faks: 03 – 2697 6133

Puan,

PER: SEBUTHARGA IKLAN DI AKHBAR BERITA HARIAN

Merujuk perkara di atas, disini saya sertakan sebutharga pengiklanan **tender** dalam akhbar **Berita Harian**.

AKHBAR (SEMENANJUNG MALAYSIA)	SAIZ	KADAR
BERITA HARIAN	JPS/IP/BBI/03/2015	RM 3,710.00*

*Termasuk 6% GST

Sebutharga diatas adalah mengikut harga pengiklanan untuk satu keluaran sahaja, dan 6% cukai barangan dan perkhidmatan akan dicaj untuk setiap iklan.

Harga sebelum penambahan 6% GST adalah **RM3, 500.00**

Bayaran boleh dilakukan secara **Pesanan Kerajaan** atau **Tunai** atau **Cek** atas nama *The New Straits Times Press (Malaysia) Berhad (4485-H), Balai Berita, 31 Jalan Riong, Bangsar, 59100 Kuala Lumpur*. Bayaran terus ke bank melalui akaun NSTP (M) Berhad pada **MALAYAN BANKING BERHAD, KOMPLEKS DAYABUMI, KUALA LUMPUR. No akaun 514105 - 613048**. Bayaran bulanan hanya dibuat setelah invoice diterima. (Jika mempunyai akaun dengan NSTP).

Jika terdapat sebarang pertanyaan, mahupun masalah, sila hubungi saya ditalian seperti dibawah.

Sekian, terima kasih,

.....
(WAN RUSYIDAH BINTI FAUZI)
Bahagian Pengiklanan Kerajaan,

Appendix D: Tender Statement at Berita Harian paper



JABATAN PENGAIRAN DAN SALIRAN

KENYATAAN TENDER

Tender adalah dipelawa daripada Kontraktor-kontraktor yang berdaftar dengan Lembaga Pembangunan Industri Pembinaan dan Pusat Khidmat Kontraktor/ Kementerian Kewangan dalam kelas dan jenis pendaftaran yang berkaitan dan yang masih dibenarkan membuat tawaran buat masa ini bagi kerja/bekalan berikut:-

Pejabat yang memanggil tawaran	Nombor Tender/ Tajuk Projek (pembinaan)**	Taraf	Syarat Pendaftaran	Tempat & Tarikh Dokumen Mulai Dijual	Harga Dokumen & Bayaran Atas Nama	Tempat, Tarikh & Waktu Tender Tutup
Bahagian Bangunan dan Infrastruktur, Ibu Pejabat JPS Malaysia	JPS/IP/BBI/03/2015 Pembangunan Pusat Menyelamat Hidupan Liar Kebangsaan (NWRK) Fasa III, Sungkai, Daerah Batang Padang, Perak Darul Ridzuan Untuk Jabatan Perlindungan Hidupan Liar dan Taman Negara Perhilitan	Bumiputera	Berdaftar Dengan CIDB Gred : G7 Kategori B Pengkhususan B04 Memegang Perakuan Pendaftaran Kontraktor, Sijil Perolehan Kerja Kerajaan dan Sijil Taraf Bumiputera yang masih Sah	Unit Tender Bahagian Ukur Bahan & Kontrak, Ibu Pejabat, JPS Malaysia 11/06/2015 (Khamis) hingga 24/06/2015 (Rabu)	RM 750.00 Ketua Pengarah Pengairan dan Saliran	Unit Tender Bahagian Ukur Bahan & Kontrak, Ibu Pejabat, JPS Malaysia 02/07/2015 (Khamis) Jam 12:00 tgh

Lawatan Tapak adalah **DIWAJIBKAN** pada **10.06.2015 (Rabu)** Masa: **10:00 pagi**. Tempat Berkumpul: **Pusat Konservasi Hidupan Liar (PKHL) Sungkai, Perak Darul Ridzuan**. Hanya penama syarikat di dalam Sijil Perolehan Kerja Kerajaan (SPKK), **PUKONSA** atau **UPKJ** sahaja boleh menghadiri lawatan tapak.

Hanya penama syarikat di dalam Sijil Perolehan Kerja Kerajaan (SPKK) yang berdaftar dengan Kementerian Kewangan sahaja boleh menghadiri lawatan tapak/taklimat tender.

Dokumen Meja Tender boleh disemak dan dokumen tender boleh diperolehi di pejabat-pejabat berkenaan semasa waktu pejabat.

Dokumen tender akan dikeluarkan kepada wakil-wakil kontraktor yang sah sahaja. Untuk maksud ini wakil-wakil kontraktor hendaklah membawa PERAKUAN PENDAFTARAN ASAL ATAU KAD PERAKUAN PERMOHONAN PENDAFTARAN LEMBAGA PEMBANGUNAN INDUSTRI PEMBINAAN dan SIJIL PENDAFTARAN ASAL PUSAT KHIDMAT KONTRAKTOR/ KEMENTERIAN KEWANGAN dan Sijil Asal Pengiktirafan Taraf Bumiputera jika berkenaan. SALINAN Sijil Pendaftaran PKK/Sijil Pengiktirafan Taraf Bumiputera boleh diterima jika disahkan oleh Pengarah Pusat Khidmat Kontraktor.

Appendix E: Extension of Time



Ruj. Kami : DPC-250/12/JPSM/23
Tarikh : 8hb Julai 2015

Bahagian Bangunan dan Infrastruktur
Jabatan Pengairan Dan Saliran Malaysia
Kementerian Sumber Asli dan Alam Sekitar
Jalan Sultan Salahuddin
50626 Kuala Lumpur

U/p: En. Roshidy Nasrol Abu Bakar

Tuan,

PEMBANGUNAN SANTUARI GAJAH TERENGGANU (PAKEJ 2) DI SUNGAI DEKA, TASEK KENYIR, HULU TERENGGANU, TERENGGANU DARUL IMAN UNTUK JABATAN PERLINDUNGAN HIDUPAN LIAR DAN TAMAN NEGARA (PERHILITAN)
- Lanjutan Tempoh Perkhidmatan Perunding.

Perkara di atas adalah dirujuk.

2. Pihak kami ingin memohon Lanjutan Tempoh Perkhidmatan Perunding oleh kerana lanjutan masa kerja (Extension of Time No: 2) pembinaan yang telah diberi kepada pihak Kontraktor adalah sehingga 23hb Ogos 2015.

Kerjasama pihak tuan meluluskan permohonan kami didahului dengan ribuan terima kasih.

Sekian, terima kasih.

Yang benar
DESIGN PRACTICE CONSULTANT

Ar. MOHAMAD YUSOF NIK

Lamp

MYN/yan

DHC. DAN...	
Ditandatangani oleh: <i>9/3</i> <i>15/7</i>	
PRM	
TP	
KPP	R
KPP	S
PEK	
DPK	
PT	



Appendix F: Certificate of Practical Completion

(J.K.R. 203S-Pin.2/83)

KERAJAAN MALAYSIA

JABATAN PENGAIRAN DAN SALIRAN

PERAKUAN SIAP KERJA
(CERTIFICATE OF PRACTICAL COMPLETION)

Rujukan: (54) dlm.PPS.BBI 15/4/8/102 Jld.13

Pejabat: Jabatan Pengairan dan Saliran
Malaysia
Jalan Sultan Salahuddin,
50626 KUALA LUMPUR

Tarikh 13 APR 2012

Kepada: Citra Alti Sdn. Bhd.
No. 5202, Sublot 4, Block 18
1st - 2nd Floor, Bangunan Shahnur
Jalan Astana, Petrajaya
93050 KUCHING
Sarawak
(Kontraktor)

Berdaftar dengan P.K.K. dalam Kelas " A "

Kontrak No. JPS/IP/SGE/01/2009

Kontrak untuk PROJEK PERUMAHAN 60 UNIT KUARTERS KAKITANGAN, INSTITUT
PENYELIDIKAN PERHUTANAN MALAYSIA (FRIM), KEPONG, SELANGOR DARUL EHSAN

Bahagian* ~ KESELURUHAN ~
Section*

Menurut Klausula 39 Syarat-Syarat Kontrak, dan tertakluk kepada penyediaan apa-apa kerja yang belum disiapkan
In accordance with Clause 39 of the Conditions of Contract and subject to the completion of any outstanding

Dan pembaikan apa-apa kecatatan, ketidaksempurnaan, kesusutan atau apa-apa kerosakan lain apajupun
work and the making good of any defects, imperfections, shrinkages or any other faults whatsoever

sebagaimana yang dikehendaki dibawah Klausula 45 Syarat-Syarat Kontrak dan yang mungkin terzahir dalam
as required under Clause 45 of the Conditions of Contract and which may appear during the

Tempoh Tanggungan Kecacatan maka adalah dengan ini diperakui bahawa seluruh Kerja-Kerja/Sebahagian
*Defects Liability Period, it is hereby certified that the whole of the Works/Section of the Works**

daripada Kerja-Kerja* seperti yang tersebut di atas telah siap dengan memuaskan hati pada 20 MAR 2012
as mentioned above were satisfactorily completed on

dan diambil milik pada 21 MAR 2012 dan dengan itu Tempoh Tanggungan Kecacatan untuk
and taken into possession and that the said Defects Liability Period in respect of

Appendix G: Certificate of Practical Completion

Kerja-Kerja/Sebahagian daripada Kerja-Kerja* tersebut bermula pada 21 MAR 2012
the said Works/Section of the Works began on*
dan akan berakhir pada 20 MAR 2013
and will end on

V Pegawai Pelaksana
(*Superintending Officer*)
DATO' HJ. ABDUL MALEK BIN DOLLAH
(Nama Penuh..... Pengarah.....)
Name in full Bahagian Bangunan dan Infrastruktur
Jabatan Pengairan dan Saliran Malaysia
Nama Jawatan.....
Designation

s.k.

1. Ketua Setiausaha
Kementerian Sumber Asli dan Alam Sekitar.
Bahagian Pentadbiran dan Kewangan
Aras 14, Wisma Sumber Asli
No. 25, Persiaran Perdana, Presint 4
62574 PUTRAJAYA
2. Ketua Pengarah
Institut Penyelidikan Perhutanan Malaysia
(FRIM)
52109 KEPONG
Selangor Darul Ehsan
3. Ketua Audit Negara
Jabatan Audit Negara Malaysia
Aras 6-9, Blok D2
Pusat Pentadbiran Kerajaan Putrajaya
62502-PUTRAJAYA
4. Akauntan Perbendaharaan
Kompleks Kementerian Kewangan
No. 1, Persiaran Perdana, Presint 2
62594 PUTRAJAYA
5. Pusat Khidmat Kontraktor
Kementerian Kerja Raya
Jalan Sultan Salahuddin
50626 KUALA LUMPUR
6. Pengarah
Bahagian Ukur Bahan dan Pengurusan Kontrak
Jabatan Pengairan dan Saliran Malaysia
7. RHB Bank Berhad
East Malaysia Trade Service Centre
2nd Floor, No. 81 & 83
Jalan Gaya
88000 KOTA KINABALU
Sabah

* Potong jika tidak berkenaan.
(delete if not applicable).

Appendix I: Certificate of Making Good Defect

2. (a)[#] Menurut Klausula 13.5 Syarat-Syarat Kontrak, Bon Pelaksanaan atau mana-mana bahagian darinya adalah dengan ini dilepaskan.

- (i) ~~**Jaminan Bank / Bank Islam / Bank Pembangunan Malaysia (BPMB) / Bank Perusahaan Kecil dan Sederhana Malaysia (Bank SME) / Insurans / Takaful / Syarikat Kewangan No. TCXG836453JKS berharga RM 308,891.15 yang merupakan Bon Pelaksanaan di bawah Kontrak ini adalah dengan ini dilepaskan.~~

~~**Baki Wang Jaminan Pelaksanaan berjumlah RM yang merupakan Bon Pelaksanaan di bawah Kontrak ini adalah dengan ini dilepaskan.~~

- ~~(b)[#](i) ** Tuntutan terhadap Jaminan Bank / Bank Islam / Bank Pembangunan Malaysia (BPMB) / Bank Perusahaan Kecil dan Sederhana Malaysia (Bank SME) / Insurans / Takaful / Syarikat Kewangan No. berharga RM. yang merupakan Bon Pelaksanaan di bawah Kontrak ini telah pun diperolehi untuk membiayai kos perbelanjaan membaiki kecacatan dan/atau kerosakan berkenaan yang telah disempurnakan oleh pihak lain. Butir-butir kos perbelanjaan adalah sepertimana yang ditunjukkan di Lampiran.~~

~~**Wang sejumlah RM telah dipotong dari Wang Jaminan Pelaksanaan yang merupakan Bon Pelaksanaan di bawah Kontrak untuk membiayai kos perbelanjaan membaiki kecacatan dan/atau kerosakan berkenaan yang telah disempurnakan oleh pihak lain. Butir-butir kos perbelanjaan adalah sepertimana yang ditunjukkan di Lampiran.~~

- ~~(ii) *Oleh kerana amaun daripada Bon Pelaksanaan tidak mencukupi, dengan ini tuan adalah dikehendaki untuk membayar kepada Kerajaan sebanyak RM.....~~

~~*Terdapat baki sebanyak RM..... daripada Bon Pelaksanaan yang akan dikembalikan kepada tuan.~~

Pegawai Penguasa/Wakil P.P.

Nama Penuh HJ. AZMI BIN IBRAHIM...

Pengarah

Nama Jawatan Bahagian Bangunan dan Infrastruktur
Jabatan Pengairan dan Saliran Malaysia

Batakan keseluruhan 2(b) jika kerja kecacatan disiapkan oleh kontraktor sendiri atau batakan keseluruhan 2(a) jika kerja kecacatan disiapkan oleh pihak ketiga.

** Batakan salah satu daripada perenggan yang berkenaan di bawah 2(a)(i) atau 2(b)(i) mengikut bon pelaksanaan yang diambil.

* Batakan salah satu perenggan atau kedua-duanya jika tidak berkenaan.