

PREAMBLE TO THE GENERAL CONDITIONS OF CONTRACT AND ADDENDUM

DEFINITION

The Conditions of Contract applicable to this contract shall be document entitled: “JKR SARAWAK GENERAL CONDITIONS OF CONTRACT PWD 75 (VER.2021)”.

Copies of the General Conditions of Contract are not bound into the Tender Document but are available separately.

The completed Appendix to the General Conditions of Contract is included in this document as in the Appendix to Form of Tender (Works).

ADDENDUM TO GENERAL CONDITIONS OF CONTRACT

It is agreed that the below shall replace the stated clause in the General Conditions of Contract and be read as if it was part of the General Conditions of Contract:

“Clause 4.2 Contract Documents to be Mutually Explanatory”

Refer to Addendum No. 1 to The JKR Sarawak General Conditions of Contract PWD 75 (VER. 2021).

“Clause 10 Performance Security”

Refer to Addendum No. 1 to The JKR Sarawak General Conditions of Contract PWD 75 (VER. 2021).

“Clause 40.5 Cause of Delay”

Refer to Addendum No. 1 to The JKR Sarawak General Conditions of Contract PWD 75 (VER. 2021).

“Clause 41 Claims of Loss and Expense Caused by Delay”

Refer to Addendum No. 1 to The JKR Sarawak General Conditions of Contract PWD 75 (VER. 2021).

“Clause 54 Advance Payment”

Refer to Addendum No. 1 to The JKR Sarawak General Conditions of Contract PWD 75 (VER. 2021).

This **Addendum No. 1** to the JKR Sarawak General Conditions of Contract PWD 75 (VER.2021) consisting of four (4) pages (including this page) which is and shall be read and construed as part of the said Contract.

..... Signature of Contractor (Name in full) I.C. No. In the capacity of Signature of Officer (Name in full) Designation Duly authorised to sign for and on behalf of the Government
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..... Contractor's Chop or Seal Witness Name in full I.C. No. Occupation Address Official Chop Witness Name in full Designation Address
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ADDENDUM NO. 1 TO THE JKR SARAWAK GENERAL CONDITIONS OF CONTRACT

PWD 75 (VER. 2021)

NO.	AMENDMENTS
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The General Conditions of Contract shall be amended as indicated below and be read as if it is part of the General Conditions of Contract.

1. Page 4-5, Clause 4.2 – Contract Documents to be Mutually Explanatory

Substitute clause 4.2.2 with the following:

4.2.2 Contract based on Bills of Quantities

- (a) Form of Agreement
- (b) Letter of Acceptance
- (c) Correspondence and/or Minutes of Meetings referred to in that Letter of Acceptance
- (d) Form of Tender
- (e) Addenda
- (f) Conditions of Tendering
- (g) General Conditions of Contract
- (h) Bills of Quantities
- (i) Drawings
- (j) Specifications of Particular Application or Special Specification
- (k) Standard Specification

2. Page 13, Clause 10 – Performance Security

Add the following to Clause 10.3:

10.3 Validity

The minimum period of the Performance Security is(words)(figures)..... months.

3. Page 48-49, Clause 40.5 – Cause of Delay

Substitute clause 40.5(a)(xiii) with the following and add in new clauses, Clause 40.5(a)(xiii) and Clause 40.5(a)(xiv) after clause 40.5(a)(xii):

40.5(a)(xiii)

“where in relation to any work items under this Contract for which a Provisional Sum and/ or provisional quantity has been allowed, the final aggregated value of all such work items is more than twenty (20) percent greater than the aggregated value allowed for all such work items, owing to increased scope of work or quantities; or”

40.5(a)(xiv)

“by delay on the part of nominated sub-contractor and/or nominated suppliers of their works, and such delay shall be caused by the same reasons affecting their work as stated above in the sub-clauses (i) to (xiii) inclusive (provided that the same are not due to any act, negligence, default or breach of supplier and/or the Contractor, or any of the servants or agents of such nominated sub-contractor or nominated supplier or the Contractor).”

4. Page 51 - CLAUSE 41 CLAIMS OF LOSS AND EXPENSE CAUSED BY DELAY

If the regular progress of the Works or any part thereof has been materially affected by reasons as stated under Clause 40.5 (a)(iii), (vi), (ix) and (xiv) (and no other), and the Contractor has incurred direct loss and/or expense beyond that reasonably contemplated and for which he would not be reimbursed by a payment made under any other provisions in this Contract, then the Contractor shall make his claim for such direct loss and/or expense in accordance with Clause 42, except that in the case of ongoing delays, the time limit for the provision of the substantiated claim shall apply from when the cause of the delay has ceased, or such other time as agreed by the Superintending Officer.

5. Page 59, Clause 54 – Advance Payment

Insert New Clause 54 after Clause 53

54 ADVANCE PAYMENT

54.1 The Contractor upon written application to the Employer shall be entitled to an advance payment on the Contract amounting to 25% of the value of the Contract Sum less Provisional Sums (hereinafter referred to as the “Builder’s Work”) but subject to a maximum of RM10 million or whichever is lower and the Nominated Sub-Contractor shall be entitled to an advance payment on the Nominated Sub-Contract amounting to 20% of the value of the Nominated Sub-Contract Sum but subject to a maximum of RM5 million or whichever is lower, on compliance with the following conditions:

- (a) on return of the Letter of Acceptance duly signed by the Contractor together with the Performance Bond, insurance policies, confirmation from SOCSO Authorities and the receipts for all premium paid;
- (b) production of a Banker’s Guarantee in the approved format equal in value to the advance proposed to be paid;

- (c) Submission of the Banker's Guarantee not later than 3 months from the date of the possession of Site.

54.2 The advance payment shall be recouped when the cumulative total value of the Builder's Work executed and certified (including the amount certified for materials on site) reaches twenty-five percent (25%) of the total contract value of Builder's work, by way of a fixed percentage deduction from the total certified value of the Builder's Work executed and certified (including the amount certified for materials on site) during the period covered by an Interim Payment Certificate, in all the subsequent Interim Payment Certificates on the basis that the advance payment made shall be fully recovered in the Interim Payment Certificate in which the cumulative total certified value of the Builder's Work executed and certified (including the amount certified for materials on site) reaches seventy-five percent (75%) of the total contract value of the Builder's Work. The deduction shall be calculated as follows:

$$\text{RM D} = 200 \frac{\text{A}}{\text{B}} \text{ percent of RM P}$$

Where RM D = cumulative deduction to be made in Interim Payment Certificate

RM A = total amount of advance paid,

RM B = total contract value of Builder's Work

RM P = gross certified value of Builder's Work executed (including the amount certified for materials on site) or agreed cumulative scheduled payments in excess of 25% of RM B

54.3 The liability under the advance guarantee shall be terminated upon realization by the Government of the full sum of advance paid. However if the full sum of the advance paid cannot be realised before the completion date of the contract or any authorised extension thereof or the case of the contract been determined before the date of the determination, then the balance of the advance repayable to the Government shall be recovered from the advance guarantee.

For the avoidance of doubt, notwithstanding anything contained in this clause the Parties hereby agree that the entitlement under this clause shall always be subject to the approval of the Employer.