

PROJEK PERPARITAN DI ZONE 6 – DEMAK HEIGHT

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**SUPPLEMENTARY TO STANDARD
SPECIFICATION FOR ROAD WORKS
(JKR/SPJ/1988)**

PROJEK PERPARITAN DI ZONE 6 : DEMAK HEIGHT (RTP-GEN016/KCH/I/6b)

Preliminaries & General

1. General

Tenderers must visit the site to ascertain the local conditions and no claim will be entertained on the ground of lack of knowledge of the area and its surrounding.

2. Contract Documents

The following documents shall form part of the contract:-

- (a) Conditions of Tendering
- (b) Form of Tender
- (c) Appendix to the Form of Contract
- (d) *Surat Akuan Pembida*
- (e) DBKU Form of Contract
- (f) Addendum to DBKU Form of Contract
- (g) Standard Specification for Road Works (JKR/SPJ/1988)
- (h) Supplementary to Standard Specification for Road Works (JKR/SPJ/1988)
- (i) Traffic Safety Code for Temporary Road Works
- (j) Environmental Specification
- (k) Integrated Management System Policy
- (l) Summary of Tender
- (m) Schedule of Rates
- (n) List of Drawings (DBKU/BP/2016/08 Sheet 1/6 – Sheet 6/6)
- (o) *Surat Pengakuan Kebenaran Maklumat dan Keesahan Dokumen yang dikemukakan oleh Pentender*
- (p) Detail of Tenderer
- (q) *Data-data Kewangan*
- (r) *Laporan Bank/Institusi Kewangan Mengenai Kedudukan Kewangan Pentender*
- (s) *Laporan Penyelia Projek Atas Prestasi Kerja Pentender (Bukan Projek DBKU)*
- (t) Form of Agreement
- (u) Bank Guarantee Form For Performance Security

3. Discrepancies

Should the Specifications or drawings not agree or unintelligible to the Contractor or if the materials, or workmanship be considered as insufficiently described the Contractor must ascertain the exact requirements from the Superintending Officer (particularly before tendering) as no allowance will be made later for any alleged discrepancies or deficiency of description.

4. Completion Time

The Contractor must complete perfectly the whole works within **Six (6) months** from the official commencement date. If the time taken to complete the works exceeds the contract completion period, the Contractor shall pay a sum of **Ringgit Malaysia: Two Hundred Twenty Only (RM220.00) per day** as liquidated and ascertained damages, subject to any extension of time granted by the Superintending Officer.

Preliminaries & General (Cont'd)

5. **Entirely of Contract**

Any matters of construction and workmanship which are fairly and obviously intended but which may not be definitely referred to in the specification or drawings and which are usual in sound construction practice and essential to the works are considered as included in the contract.

6. **Damages To Services**

The Contractor shall make all necessary enquires to ascertain the position of the underground and exposed services such as water pipelines, drains, telephone and electric cables etc. Care is to be taken to avoid damages to all services. The Contractor is to be responsible for the cost of repair and make good to any damages.

All pipes, ducts, cables, mains and other services exposed during excavations shall be effectively supported by timber or other means.

7. **Damages To Properties**

The Contractor must take extra care to avoid damage to all boundary fences, hedges, slabs, drains, walls, roads ornamental trees, bushes, turf, and flowers and all types of structures and landscape during the execution of the work and shall indemnify DBKU against any claims arising from such damage caused as a result of his operations or after the completion of works.

8. **Insurance**

The following insurances are required to be taken up by the Contractor for the works:-

- (a) Workmen's Compensation Insurance.
- (b) Insurance for the full contract value of the works against damage by all possible risks including Public Liability Insurance (Contractors All Risks).
- (c) Any other insurances when deemed necessary for this purpose.

The Contractor shall comply with all advice, recommendations and instructions of Dewan Bandaraya Kuching Utara appointed Insurance Consultant for the project. Such advice, recommendations and instructions shall include all matters pertaining to the terms and conditions of insurance and the extent of insurance coverage for the contract.

The Contractor shall deposit with the Superintending Officer the policies and the receipts for the premiums paid for such insurance. In case of failure by the Contractor to effect or renew such insurances and pay the premium in respect of the Contract, the Superintending Officer may and will deduct the amount so expended from any money due to or to become due to the Contractor.

The Policy for (b) above shall state specifically that damages resulting from flood or due to negligence of the Contractor is an occurrence to be covered by the policy.

Preliminaries & General (Cont'd)

9. **Delay and Extensions of Time**

Extension of time shall be considered in accordance with Clause 41 of the DBKU Form of Contract.

10. **Dimensions**

Written dimensions are to be preferred in all cases to scaled dimensions. Where written dimensions may be omitted, confirmation of scaled dimensions must be obtained from the Superintending Officer or his representatives.

11. **Contractor To Provide Everything**

All in accordance with Clause 1.6 of the Standard Specification for Road Works

12. **Defect Liability Period**

The Defect Liability Period shall be **Eighteen (18) months** commencing on the date of certified practical completion of the works.

13. **Lump Sum Contract**

This is a lump sum contract. Any variation as instructed by the Superintending Officer by writing will be adjusted according to the tendered rates in the Schedule of Rates.

When information is not available in this specification, the Contractor shall refer to the drawing for details.

Where works are ordered to be performed by the contractor but such works are not specified in the Specification or drawings but are obviously intended and are essential to the works in the contract, the Contractor must nevertheless carry them out with full diligence and experience as are to be expected of him as a good Contractor.

14. **Method Of Payment**

This is a lump sum contract with interim payment.

15. **Tidying Up Work Site**

During the construction and upon completion of the works, the Contractor shall clear all debris, rubbish, unused materials etc from the site and leave the work site and its immediate surroundings clean and tidy.

16. **Traffic**

In addition to Clauses 24 of the Form of Contract, the Contractor shall ensure that the works will be executed in such a manner as to cause minimum interference to the road traffic and minimum inconvenience to the public.

No construction plant or material should be placed on the road carriageway.

Preliminaries & General (Cont'd)

17. Setting Out

The Contractor shall be responsible for all setting out of the works for construction purpose and shall thereof provide or engaged a qualified surveyor and all necessary survey equipment for setting out pegs for these purposes.

The Contractor shall be wholly responsible for the preservation of the boundary pegs likely to be affected by the works. In the event of damage to the boundary belian peg, the Superintending Officer must be notified immediately and the cost of establishment of the pegs shall be borne by the Contractor.

18. Definition of Terms

The following terms as used in the Contract Documents, shall have the meanings herein under assigned.

“Employer” means the Commission of the City of Kuching North or in Bahasa Malaysia “Dewan Bandaraya Kuching Utara” established under Section 4 of the City of Kuching North Ordinance, 1988, who for the purpose of this Contract is the Director of DBKU.

“Superintending Officer” means the [person indicated by name or by office in the letter accepting the tender and his successor in office or any person from time to time appointed in writing by the Director](#)

“Contractor” means the person, persons or firm contracting for these works whose tender has been accepted by the Employer including his or their heir, executors or administrators.

“Site” means the land or other places or under in or through which the works are to be executed and any other land or places provided by the Employer for the purposes of this Contract

“Works” means the whole of the materials, labour, plant and other things necessary and requisite for the proper execution of the contract as shown on the drawings and in the contract documents and as are required of the main contractor to complete the Contract.

“Approved” means approved and/or selected by the Superintending Officer or his authorized representative.

“As Directed” means as directed by the Superintending Officer or his authorized representative.

“Instructed” means instructed by means of drawings, correspondence or other documents issued by the Superintending Officer.

“As Required” means as required in this contract documents or as required to carry out the works in accordance with the drawings and contract documents.

“As Shown” means as shown in the drawings.

“Month” means calendar month.

“Satisfactory” means to the satisfaction of the Superintending Officer.

Preliminaries & General (Cont'd)

18. **Definition of Terms (Cont'd)**

“Manufacturers Instruction” means all instruction, recommendations and advice issued by the Manufacturer or their agents.

“Provisional” or “All Provisional” means “Provisional Quantities” and may be varied at the discretion of the Superintending Officer where circumstances rendered it necessary and the contractor will have no claim whatsoever for allowance of profit in respect of the work so varied or omitted completely.

Whenever the word “Allow” occurs in these tender, the cost of the item shall be entirely at the risk of the contractor.

19. **Performance Security**

The Contractor is to enter a contract and a Performance Security amounting to five (5) percent of the contract sum.

20. **Safety of Persons On Site**

The Contractor shall comply with the relevant a its or status of parliament, regulations, etc relating to the safety of persons of about the site. He shall provide and maintain all the danger plates, traffic construction sign Boards and all other necessary signs and notice which are required by the Superintending Officer.

21. **Store/Shed**

No store/shed is allowed within road reserve. No accommodation is allowed on site.

22. **Works Programme And Work Safety Plan**

The Contractor is required to supply three (3) copies of his detailed Works Programme and Work Safety Plan to the Superintending Officer at the start of the job for his approval. On receipt of the approval to Works Programme and Work Safety Plan the Contractor will be expected to adhere to the Works Programme to ensure completion of works without delay. The Contractor shall comply with the Work Safety Plan submitted and approve by Superintending Officer. All changes to the programme must be approved by the Superintending Officer.

23. **Safety and Health Compliance**

The Contractor shall comply with all the safety and health requirement as stated in the Tender Document including personal protective equipment; temporary traffic warning signs and lamps; and two (2) set of First Aid Kit completed with all necessary undue items. DBKU's enforcement officer shall visit the site to ensure that the safety is adequately provided on site. Failure to comply with this provision shall be punishable to a fine of **Ringgit Malaysia: Fifty (RM50.00)** Only each day and shall be deducted from the payment Interim Certificate.

Prior to the commencement of the Works, the Contractor shall at their own cost register the awarded Contract with the JKKP and furnish the evidence of the said registration to the Superintending Officer.

Preliminaries & General (Cont'd)

24. Temporary Traffic And Warning Signs, And Lamps

1. Temporary Road Furniture

a) Water - Filled HDPE Road Barrier

Provide water – filled HDPE Road Barrier as shown on the Drawings and / or as directed by the Superintending Officer, and as specified including installing in the first position as shown on the drawings and storage, maintenance and replacement during construction period and removal on completion of the road works.

b) Warning Lamp (Blinker)

Provide warning lamp/blinkers with batteries as shown on the Drawings and / or as directed by the Superintending Officer and as specified including installing in the first position as shown on the drawings and storage, maintenance and replacement during construction period including removal from site at the end of each stage and at the completion of the road works.

2. Temporary Signs

(in accordance to JKR Arahan Teknik (Jalan) 2C/85 : Manual on Traffic Control Devices Temporary Signs and Work Zones Control)

Provide and install in position all temporary traffic signs of fluorescent orange prismatic retro-reflective sheeting including all posts brackets, painting and everything complete as shown on the Drawings and/ or as directed by the Superintending Officer including removal from site at the end of each stage and the completion of the road works.

- a) Warning signs, T11c – Pembinaan dihadapan)
- b) AWAS signs, T6
- c) Movable traffic cone, T19

25. Jabatan Kerja Raya Standard Specification For Road Works (JKR/SPJ/1988)

Note: Tenderers are to note that the above preprinted standard documents is NOT provided with the bound set of Tender Documents but is available separately. Tenderers are to obtain copy of this document at their own cost from Jabatan Kerja Raya (JKR) Head Quarters.

Only the following sections are applicable under this contract. However, if Sections/clauses outside the below –quoted Sections are referred to by the below-quoted Sections, the contract shall include those referred Sections/clauses.

- (i) Section 1 - General
- (ii) Section 3 - Drainage Works
- (iii) Section 9 - Concrete

The followings are amendments/supplements to clauses contained in the Standard Specification of Road Works (JKR/SPJ/1988).

Section 1 – General

(a) **Clause 1.1 – General Description of Project**

This project is situated at part of area Demak Height Phase 1 as shown in the site plan. The objective of this project is to upgrade the existing earth drain in the area. Thus this project calls for the construction of concrete open drain and outlet treatment of the existing culvert. Upon completion of the project, these said area will be aesthetically improved with the reinforced concrete drain and the residents will benefit from the upgrading works.

(b) **Clause 1.2 - Scope of Works**

This project calls for the followings:-

1. Preliminaries and general.
2. Earthworks including hacking of existing concrete structures, leveling and site clearing
3. Construction of 1.00m and 1.50m wide reinforced concrete open drain.
4. Construction of 1.00m and 1.50m wide reinforced concrete box drain cum house entrances with headwall.
5. Construction of reinforced concrete sump.
6. Outlet treatment to existing culvert.
7. Shifting and relocation of all water meters and distribution pipe affected by construction works.

(c) **Clause 1.4**

The Contractor shall submit the Work Programme to the Superintending Officer for approval in accordance with Clause 14 DBKU Form of Contract.

(d) **Clause 1.6 to Clause 1.10**

The word "Government" shall mean "the Employer" under this contract.

(e) **Clause 1.15 to Clause 1.17**

The above clauses are not applicable under this project.

(f) **Clause 1.18**

The Contractor may appoint a qualified private soil laboratory instead of maintaining a laboratory on site.

Section 1 – General (cont'd)

(g) Clause 1.9

The above clauses are not applicable under this project.

(h) Clause 1.20 sub-clause 1.20.1

The premix surface which required cutting shall be cut by using diamond bit cutter.

(i) Clause 1.23 to Clause 1.25

The above clauses are not applicable under this project.

Section 3 - Drainage Works

The followings are amendments/supplements to clauses contained in the Standard Specification of Road Works (JKR/SPJ/1988).

(a) Clause 3.2.1

Excavation and backfilling for pipe culverts is not relevant in this contract.

(b) Clause 3.2.2.2

Granular bedding material is described as hardcore.

(c) Clause 3.2.2.3

Concrete bedding is described as lean concrete.

(d) Clause 3.3 to Clause 3.4

Under this contract, this clause is not relevant.

(e) Clause 3.5.2.1

The stone used for this contract to be granite.

(f) Clause 3.6 to Clause 3.12

These clauses are not relevant.

Section 9 - Concrete

The followings are amendments/supplements to clauses contained in the Standard Specification of Road Works (JKR/SPJ/1988).

(a) **Clause 9.2.1**

The cement to be used throughout the work shall be of Ordinary Portland Cement.

(b) **Clause 9.3**

The concrete used in this contract shall be prescribed mix.

(c) **Clause 9.3.3.2**

The grade of concrete used in this contract shall be 25. No setting up of batching plant on site is allowed.

(d) **Clause 9.3.2**

Under this contract, the above clause is not relevant.

(e) **Clause 9.4.2**

The above clause is not applicable under this contract.

(f) **Clause 9.8.2.1**

The expose surface shall be with F2 finishes and the covered surface shall be of F1 finishes.

SECTION 10 – Piling Works

The followings are amendments/supplements to clauses contained in the Standard Specification of Road Works (JKR/SPJ/1988).

(a) **Clause 10.2.4. - Rake**

This clause is not relevant.

(b) **Clause 10.3 to 10.9**

These clauses is not relevant.

(c) **Clause 10.11 – Driving Of Piles**

The piles shall be pushed in by using at least three (3) ton excavator, unless otherwise is specified to be driven to firm set by means of piling rig in the drawings and specifications. The pile shall be considered set if it is not penetrating the soil anymore when the excavator has been lifted up.

(d) **Clause 10.12**

These clauses is not relevant.

SECTION I
SUMMARY OF TENDER

Title : PROJEK PERPARITAN DI ZONE 6 – DEMAK HEIGHT

Tender No. : RTP-GEN016/KCH/I/6b

PREAMBLES

The prices set down by the tenderer shall deemed to include the cost of all preliminaries, all plants, equipment, labour, materials, transport, supervision, erection, insurance, overhead, attendance, profit and everything necessary for the supply and completion of each item in conformity with every aspect of the condition of contract, specification and drawings. All rates in this schedule shall be filled in and submitted together with the tender. All rates and prices shall be in Malaysian Ringgit.

Should there be any arithmetical error within the Summary of Tender, the sums and prices against the items shall be adjusted by negotiation prior to the award of the Tender, such that the sum entered on the Form of Tender remains unchanged.

DBKU shall also be entitled to negotiate adjustments of the individual sums and tendered rates without changing the total Tender Price, prior to the award of the Tender.

ITEM	DESCRIPTION	AMOUNT (RM)
1.0	Preliminaries and General	.....
2.0	Earthworks including demolition of existing concrete structures, cart away surplus materials, backfilling, leveling, site clearing, and spot turfing and premix reinstatement works as per specifications and drawings.	.....
3.0	Construction of reinforced concrete open drain including excavation and bakau piling as per specification and drawings: a) 1.00 m wide b) 1.50 m wide	..........
4.0	Construction of reinforced concrete box drain cum house entrances with headwall including excavation, concrete cover reinforced manhole if necessary and bakau piling as per specification and drawings: a) 1.00 m wide b) 1.50 m wide	..........

SECTION I – SUMMARY OF TENDER

Title : PROJEK PERPARITAN DI ZONE 6 – DEMAK HEIGHT

Tender No. : RTP-GEN016/KCH//6b

ITEM	DESCRIPTION	AMOUNT (RM)
5.0	Construction of reinforced concrete sump as per specification and drawings.	.....
6.0	Outlet treatment to existing culvert as per specification and drawings	.....
7.0	Shifting and relocation of all water meters and distribution pipe affected by construction works.	.....
8.0	Provisional Sum The following sums to be expended at the discretion and under the direction of the Superintending Officer and/or Employer and may be deducted wholly or in part if not required. (a) Allow sum for SESCO, TELEKOM, and KWB services relocation. (b) Contingencies	 RM 20,000.00 RM 30,000.00
Total Carried Forward to Form of Tender (Page B/1)		RM.....

I/We undertake to complete the above project in **Six (6) months**.

Signature :

Name of Signatory :
And Stamp

I.C. No. :

Address :

:

Tel No. : Fax No.:

Date :

SECTION I
SCHEDULE OF RATES

Title : PROJEK PERPARITAN DI ZONE 6 – DEMAK HEIGHT

Tender No. : RTP-GEN016/KCH//6b

PREAMBLE

This is a Lump Sum Contract. This Schedule of Rates shall only be used for ascertainment of prices for variations.

Unless otherwise stated, the rates so set in by the tenderer shall deemed to include the cost of all preliminaries, all plants, equipment, labour, materials, transport, supervision, erection, insurance, overhead, attendance, profit and everything necessary for the completion and maintenance of each item of work in conformity with every aspect of the condition of contract, specification and drawings. All rates in this schedule shall be filled in and submitted together with the **Tender**. All rates and prices shall be in Malaysian Ringgit.

The rates so set in shall be subjected to agreement with the Supervising Officer to ensure that they are reasonable and such agreement shall form part of the Contract. The rates entered in this Schedule shall provide for compliance with all the provision of the conditions of contract, Specification and drawings.

The Contractor is advised not to insert absurd and unrealistic rates. When called upon to prove and substantiate his rates, it shall be the duty of the Contractor to do so, failing which he will be considered not to have submitted a bona-fide **Tender**. All rates entered by the Contractor will be scrutinized before acceptance of **Tender**.

No.	Descriptions	Unit	Rates (RM)
1.0	Construction of reinforced concrete open drain including excavation and bakau piling as per specification and drawings: a) 1.00 m wide b) 1.50 m wide	m m	..........
2.0	Construction of reinforced concrete box drain cum house entrances with headwall including excavation and concrete cover reinforced manhole if necessary and bakau piling as per specification and drawings: a) 1.00 m wide b) 1.50 m wide	m m	..........
3.0	Construction of reinforced concrete sump as per specification and drawings	no	.....

Title : PROJEK PERPARITAN DI ZONE 6 – DEMAK HEIGHT

Tender No. : RTP-GEN016/KCH//6b

No.	Descriptions	Unit	Rates (RM)
4.0	Outlet treatment to existing culvert as per specification and drawings.	No.	.....
5.0	Shifting and relocation of water meters and distribution pipe affected by construction works.	No.	.....

Signature :

Name of Contractor :
And Stamp

Address (Office) :
.....
.....

Telephone No. : Fax No. :

Date :