

This Addendum No. 1, 3, 5, 7 & 8 to the Conditions of Contract PWD 203/203A Rev. 1/2010 consisting of 13 pages (including this page) which are 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

Duly authorised to sign for and on behalf of

.....
Contractor's Chop or Seal

Witness

Name in full

I.C. No.

Occupation

Address

.....

.....
Signature of Officer

(Name in full

Designation

Duly authorised to sign for and on behalf of
the Government

.....
Official Chop

Witness

Name in full

Designation

Address

.....

**ADDENDUM NO. 1 TO THE CONDITIONS OF CONTRACT
PWD 203/203A (Rev. 1/2010)**

NO.	AMENDMENTS
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1. Page 20, Clause 28

Substitute the whole of Clause 28.0 with the new Clause 28.0 as follows:

- 28.1 Subject to compliance with the terms and conditions under this Contract, The Contractor shall be entitled for Interim Payment certified by the S.O.'s monthly evaluation (or more often at the discretion of the S.O.). Provided always that the Contractor shall submit to the S.O., at such times and in such form as the S.O. may prescribe, written application for Interim Payments showing the amounts which in the Contractor's opinion are due under the Contract Payments. The submission shall include the following:
- (a) the value of Works done and properly executed and valued in accordance with these terms of Contract;
 - (b) the amount of any valuation of variations or of the Instructions by the S.O. (clause 25);
 - (c) the amount in regard to the expenditure of Provisional Sums and Prime Cost Sums executed or expended (clause 34);
 - (d) the value of any goods or unfixed materials delivered to or adjacent to the Site intended for use or to be incorporated into the Works;
 - (e) the value of fluctuation of price pursuant to clause 30: and
 - (f) all relevant documents including site measurement, working diagrams, delivery orders, relevant invoices, as-built drawings, shop drawings relevant tests and environmental impact assessment of the Works or other relevant documents as the S.O. may require, to substantiate the Contractor's written application for interim payments,.
- 28.2 The S.O. shall within fourteen (14) days from the date of receipt of the application for Interim Payments, inspect and verify the Works, and make a valuation of the same and issue an Interim Payment Certificate stating the amount due to the Contractor from the Government PROVIDED THAT the total value in each monthly valuation shall not be less than the sum referred to in Appendix 1.
- 28.3 The amount stated as due in an Interim Payment Certificate shall be the estimated total value of the Works done and properly executed and up to ninety (90) percent of the value of any goods or unfixed materials delivered to or adjacent to the Site intended for use or to be incorporated into the Works up to and including the date the valuation was made, less any payments (including Advance Payment) previously paid under this Contract. PROVIDED THAT such Certificate shall only include the value of the said goods or unfixed materials as and from such time as they are reasonably and properly and not prematurely delivered to or adjacent to the Site and adequately protected against weather, damage or deterioration.

- 28.4 This clause shall not apply to any unfixed materials and goods which are supplied and delivered by Nominated Suppliers for which payment shall be made for the full value of the unfixed materials and goods.
- 28.5 Within a number of days as stated in Appendix (or if none stated then within thirty (30) days of the issue of any such Interim Certificate), the Government shall make a payment to the Contractor as follows:
- (a) where the Performance Bond is in the form of a Banker's, Insurance or Finance Company Guarantee, payment shall be made on the amount certified as due to the Contractor in the said Interim Certificate; or
 - (b) where the Performance Bond is in the form of a Performance Guarantee Sum, payment of ninety percent (90%) on the amount certified as due to the Contractor shall be made with the remaining ten percent (10%) being retained by the Government as a Performance Guarantee Sum. PROVIDED THAT when the sum retained is equivalent to five percent (5%) of the Contract Sum then in any subsequent Certificate, payment shall be made on the full amount certified as due to the Contractor.
- 28.6 If the Contractor fails to submit full particulars of written application for Interim Payment as stipulated in clause 28.1, the S.O. shall make the valuation of works based on the available documents to him for the purpose of the Interim Payment Certificate. The Government shall be discharged from all liabilities in connection with the Interim Payments.

2. Page 21, Clause 31

Substitute the whole of Clause 31.0 with the new Clause 31.0 as follows:

- 31.1 As soon as is practicable but not later than three (3) months after the issuance of the Certificate of Practical Completion, the Contractor shall submit full particulars complete with receipts, vouchers records that would substantiate the Contractor's claim under clause 44 together with any documents, supporting vouchers and any explanation and calculations including documents relating to the accounts of Nominated Sub-Contractors or Nominated Suppliers, which may be necessary to enable the Final Account to be prepared by the S.O. PROVIDED ALWAYS the Contractor had given the notice of claim in writing within the stipulated time or times in the said provisions.
- 31.2 Within three (3) months after issuance of the Certificate of Completion of Making Good Defects, the Contractor shall submit to the S.O. a statement of the final account showing in detail the value in accordance with the Contract, of the Works carried out together with all further sums which the Contractor considers to be due to him after giving credit to the Government for all amounts previously paid by the Government and for all sums to which the Government is entitled under the Contract up to the date of the Certificate of Completion of Making Good Defects or the Certificate of Completion of Maintenance, as the case may be. The Final Account shall be supported by all documentation substantiating the value of the same.
- 31.3 If the Contractor fails to submit full particulars of all claims within the stipulated period,

the S.O. shall forthwith make the assessment based on the available documents submitted by the Contractor for the purpose of the Final Account. The Government shall be discharged from all liabilities in connection with the claims.

- 31.4 Within three (3) months after the expiry of the Defects Liability Period for the whole of the Works or three (3) months after the issue of the Certificate of Completion of Making Good Defects under clause 48 hereof, whichever is the later, the S.O. shall issue the Final Certificate.
- 31.5 The Final Certificate shall be supported by documents, and full particulars complete with receipts, vouchers records showing the S.O.'s final valuation of Works and any amount determined in clause 31.1 in accordance with the terms of this Contract. After setting out or allowing for all payments or other expenditure of the Government or any permitted deductions made by the Government or the S.O. on its behalf, the Final Certificate shall state any final balance due from the Government to the Contractor or from the Contractor to the Government, as the case may be, which shall thereupon become the debt payable. Such certificate shall also take account of any outstanding permitted deductions not yet made by the Government under the terms of this Contract whether by way of liquidated damages or otherwise.
- 31.6 No final payment due to the Contractor under the Final Certificate, shall be made unless and until the Contractor shall have satisfied the S.O. by means of a Statutory Declaration made by or on behalf of the Contractor to the effect that the workmen who have been employed by the Contractor on the Works including workmen employed by sub-contractors, whether nominated or otherwise (including "labour only" sub-contractors) have received all wages due to them in connection with such employment, and that all dues or contributions under the Employment Act 1955, the Employee's Social Security Act 1969, the Employee's Provident Fund Act 1965 and any other laws relevant to the employment of workmen, have been paid.

3. Page 27, Clause 40

- 3.1 Substitute clause 40.1 with the new clause 40.1 as follows:

40.1 If the Contractor fails to complete the Works by the Date for Completion or within any extended time granted pursuant to clause 43, the S.O. shall issue a Certificate of Non-Completion to the Contractor.

- 3.2 Substitute clause 40.2 with the new clause 40.2 as follows:

40.2 Without prejudice to the Government's right to terminate this Contract, when the S.O. issues the Certificate of Non-Completion, the Government shall be entitled to recover from the Contractor, Liquidated and Ascertained Damages calculated at the rate stated in Appendix 1 from the date of the failure to complete the work pursuant to clause 40.1 to the date of the Practical Completion or the date of termination of this Contract. The S.O. may deduct such Liquidated and Ascertained Damages from any money due or to become due to the Contractor, failing which such damages shall be recovered from the Performance Bond or as a debt due from the Contractor. The S.O. shall inform the Contractor in writing of such deduction.

ADDENDUM NO.3 TO THE CONDITIONS OF CONTRACT

P.W.D. FORM 203 / 203A (Rev. 1/2010)

NO.	AMENDMENTS
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1. Page 10, Clause 13

13.0 PERFORMANCE BOND / PERFORMANCE GUARANTEE SUM

1.1 Substitute the Clause 13.1(a) with the new Clause 13.1 (a) as follows:

13.1 (a) The Contractor shall, on the date of the possession of Site, provide a Performance Bond or Performance Guarantee Sum as the case may be substantially in the form as in Appendix issued by an approved licensed bank or financial institution incorporated in Malaysia in favour of the Government for a sum equivalent to five percent (5%) of the total Contract Sum as specified in Appendix to secure the due performance of the obligations under this Contract by the Contractor. The Performance Bond shall remain valid and effective until ***twelve (12) / twenty four (24) months** after the expiry of the Defect Liability Period or the issuance of the Certificate of Completion of Making Good Defects, whichever is the later.

1.2 Substitute the Clause 13.2 with the new Clause 13.2 as follows:

13.2 The Contractor may opt for a Performance Bond in the form of Performance Guarantee Sum in lieu of the Bank, Insurance or Finance Company Guarantee as specified in clause 13.1 hereof whereby deductions of ten percent (10%) shall be made from the first interim payments and subsequent interim payment until the total amount deducted aggregate to a sum equivalent to five percent (5%) of the Contract Sum. The amount deducted shall be retained by the Government up to ***twelve (12) / twenty four (24) months** after the expiry of the Defect Liability Period or the issuance of the Certificate of Completion of Making Good Defects, whichever is the later.

**Delete whichever is not applicable :-*

Contract sum up to RM10 million : twelve (12) months,

Contract sum more than RM10 million : twenty four (24) month

**ADDENDUM NO. 5 TO THE CONDITIONS OF CONTRACT
P.W.D FORM 203/203A (Rev. 1/2010)**

NO.	AMENDMENTS
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1. Page 39, Clause 58.0

Substitute the whole of Clause 58.0 with the new Clause 58.0 as follows:

58.0 EFFECTS OF FORCE MAJEURE

58.1 Events of Force Majeure

Neither the Government nor the Contractor shall be in breach of its obligations under this Contract if it is unable to perform or fulfil any of its obligations under this Contract (or any part of them) as a result of the occurrence of an Event of Force Majeure. An event of "force majeure" shall mean an event, not within the control of the Party affected, which that party is unable to prevent, avoid or remove and shall mean –

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, or acts of terrorism;
- (b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- (c) pressure waves cause by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (d) natural catastrophe including but not limited to earthquakes, floods, subsidence, and subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather;
- (e) riot, commotion and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbance (affecting the performance of this Contract) which are not the fault of the Contractor or its personnel, servants or agents or the Government which causes, or can reasonably be expected to cause any party to fail to comply with its obligations;
- (f) pandemic or epidemic; or
- (g) any other unforeseeable event which fulfils the criteria as set forth below:
 - (i) beyond the reasonable control of the Party affected by such event, circumstance or combination of events or circumstances;
 - (ii) which was not foreseeable or, if foreseeable, could not have been prevented or avoided or overcome by the affected Party having taken all reasonable precautions and due care;

- (iii) which directly causes the affected Party to be unable to comply with all or a material part of its obligations under this Contract; and
- (iv) which is not the direct result of a breach by the affected Party of its obligations under this Contract,

PROVIDED THAT an Event of Force Majeure shall not include economic downturn, non-availability of or insufficient of funds or lack of financing on the part of the Contractor to perform its obligations under this Contract.

- 58.2 If an Event of Force Majeure occurs by reason of which either party is unable to perform any of its obligation under this Contract (or for any part thereof), the Party shall inform the other Party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.
- 58.3 If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Contract, then the Parties may agree that this Contract may be terminated upon mutual agreement of the Parties.
- 58.4 If this Contract is terminated by an Event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties under this Contract shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure.
- 58.5 Neither Party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an Event of Force Majeure has not occurred.
- 58.6 For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.”

**ADDENDUM NO.7 TO THE CONDITIONS OF CONTRACT
P.W.D. FORM 203/203A (Rev. 1/2010)**

NO.	AMENDMENTS
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1. Page i, Table of Contents

Substitute item 30.0 in the table of content as follows:

30.0 FLUCTUATION OF PRICE - NON APPLICABLE

2. Page 7, Clause 9.0

Substitute footnote with the new footnote as follows:

9.0 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE CONTRACTOR

**applicable only if the Contractor is a company registered under the Companies Act 2016*

3. Page 16, Clause 23.0

Substitute the Clause 23.3 with the new Clause 23.3 as follows:

23.0 EMPLOYMENT OF WORKMEN

23.3 Days and Hours of Working

No work shall be done on:

- (a) the weekly day of rest;
- (b) any public holiday which is recognised in the state where this Contract is being carried out; or
- (c) between the hours of six in the evening and six in the following morning;

Without the written permission of the S.O. PROVIDED THAT when such written application of the Contractor is approved by the S.O., the Contractor shall comply fully with all the requirements of the Employment Act 1955 in regard thereto or any subsequent modification or re-enactment thereof and shall bear any costs for compliance therewith, and any extra costs incurred by the Government in connection with the supervision of the Works

4. Page 19, Clause 26.0

Substitute the Clause 26.4 with the new Clause 26.4 as follows:

26.0 BILL OF QUANTITIES

Standard Method of Measurement

- 26.4 The Bills of Quantities, unless otherwise expressly stated in respect of any specified item or items, shall be deemed to have been prepared in accordance with the principles of the Standard Method of Measurement of Building Works as published by the Royal Institution of Surveyors Malaysia or Civil Engineering Method of Measurement published by Institution of Civil Engineers (London) or Method of Measurement as set out in Bill of Quantities.

5. Page 21, Clause 30.0

Substitute the whole of Clause 30.0 with the new Clause 30.0 as follows:

30.0 FLUCTUATION OF PRICE (NON APPLICABLE)

6. Page 24, Clause 38.0

Substitute the Clause 38.4 with the new Clause 38.4 as follows:

38.0 POSSESSION OF SITE

- 38.4 In the event of any delay in giving possession of the Site from the "Date for Possession" as stated in the Letter of Acceptance or delay in giving any section or part of the Site as provided in clause 38.3, the S.O. may issue instructions in regard to the revision of the "Date for Possession"

and the "Date for Completion" shall be appropriately revised under clause 43.1(g) hereof, but the Contractor shall not be entitled to claim for any loss or damage caused by such delay in giving possession of the Site, nor shall he be entitled to terminate this Contract.

7. Page 27, Clause 42.0

Substitute the Clause 42.1 with the new Clause 42.1 as follows:

42.0 PARTIAL OCCUPATION / TAKING OVER BY GOVERNMENT

42.1 If at any time before the whole of the Works have reached practical completion pursuant to clause 39, the Government with the consent of the Contractor (which consent shall not be unreasonably withheld) shall take possession of and occupy any part or parts of the same (any such part being hereinafter in this clause referred to as 'the relevant part'), notwithstanding anything expressed or implied elsewhere in this Contract.

8. Page 43 , Clause 66.0

Substitute the Clause 66.3 with the new Clause 66.3 as follows:

66.0 ARBITRATION

66.3 If the Parties -

(a) fails to receive a decision from the officer named in the Appendix within forty-five (45) days after being requested to do so; or

(b) is dissatisfied with any decision of the officer named in the Appendix,

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

Substitute the Clause 66.9 with the new Clause 66.9 as follows:

- 66.9 In the event of the death of the arbitrator or his unwillingness or inability to act, then the Government and the Contractor upon agreement shall appoint another person to act as the arbitrator, and in the event the Government and the Contractor fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Asian International Arbitration Centre (Malaysia) in Kuala Lumpur.

9. Page 46, Clause 71.0

Substitute the Clause 71.2 with the new Clause 71.20 as follows:

71.0 CONFIDENTIALITY

- 71.2 Where information has been disclosed to third parties pursuant to clause 71.1, the Contractor undertakes to ensure that such third parties shall not disclose the information to any other third party.

10. Page 48, Clause 80.0

Substitute the Clause 80.1 and 80.2 with the new Clause 80.1 and 80.2 as follows:

80.0 RESTRICTION AND PROCEDURE ON USE OF IMPORTED MATERIALS AND GOODS

- 80.1 The Contractor shall use local goods/materials as listed in the 'Senarai Bahan/Barangan Buatan Tempatan' issued by IKRAM QA Services Sdn. Bhd. and/or issued by SIRIM QAS International Sdn. Bhd., whichever is relevant. If the Contractor fails to comply with this requirement, the Government may reject the goods/materials which are found to be not in compliance with this requirement.
- 80.2 For local goods/materials not listed as aforesaid, such goods/materials may be allowed if prior testing and certification from IKRAM QA Services Sdn. Bhd. or SIRIM QAS International Sdn. Bhd., whichever is relevant, has been obtained. Where such testing cannot be carried out by IKRAM QA Services Sdn. Bhd. or SIRIM QAS International Sdn. Bhd. the Contractor may, with the S.O.'s prior approval, have the testing to be done by another agency.

11. Page 50, Signing page

Substitute footnote with the new footnote as follows:

¹applicable only if the Contractor is a company registered under the Companies Act 2016

ADDENDUM NO. 8 TO THE CONDITIONS OF CONTRACT
P.W.D FORM 203/203A (Rev/ 1/2010)

APPENDIX TO THE CONDITIONS OF CONTRACT

Clause

4.1(a)

Officer(s) empowered to approve variations according to the limits as set out in Treasury's Circular as amended.

Financial Limits	Officer

4.1(b)

Officer(s) empowered to take action on behalf of the Government in respect of:

Clauses 51, 52, 53, 58 and 66.....

13

Performance Bond

Amount of Guarantee RM.....

Guarantor Bank/Insurance Company/
Finance Company

Guarantee No.

15

Minimum insurance cover for any one accident or series of accidents arising out of one event RM.....

Policy No.....

Period of insurance.....

15.1 (b)

Amount of excess RM.....