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SURAT PEKELILING SETIAUSAHA KEWANGAN NEGERI BIL. 06/2021

Semua Setiausaha Tetap Kementerian
Semua Ketua Jabatan Negeri
Semua Residen Bahagian
Semua Ketua Badan-Badan Berkanun Negeri
Semua Pihak Berkuasa Tempatan Negeri

PEMUDAHCARAAN PROSEDUR PEROLEHAN BAGI PROJEK-PROJEK KERAJAAN NEGERI DI BAWAH PAKEJ BANTUAN KHAS SARAWAKKU SAYANG (BKSS 7.0) 2021

1.0 Tujuan

- 1.1 Kerajaan Negeri melalui perutusan khas YAB Ketua Menteri Sarawak pada 4 Ogos 2021 telah mengumumkan bahawa salah satu inisiatif di bawah **Pakej Bantuan Khas Sarawakku Sayang (BKSS 7.0)** adalah untuk memudahcara prosedur perolehan projek-projek Kerajaan Negeri yang terjejas berikutan pandemik COVID-19 demi memastikan projek berkenaan tidak terjejas dan dapat disiapkan mengikut jadual.
- 1.2 Pekeliling ini bertujuan untuk memaklumkan pelaksanaan inisiatif mengenai pemudahcaraan prosedur perolehan dan syarat-syarat pelaksanaan yang perlu dipatuhi oleh Agensi yang terlibat.

2.0 Prosedur Perolehan Yang Terlibat

- 2.1 Kelulusan Lanjutan Masa (*Extension of Time - EOT*) secara automatik yang terkesan oleh penguatkuasaan Perintah Kawalan Pergerakan 3.0 (PKP 3.0) ;
- 2.2 Pembayaran kemajuan interim automatik secara bulanan mengikut nilai kerja sebenar meskipun jumlah bayaran adalah kurang daripada bayaran minimum yang dibenarkan dalam kontrak ;
- 2.3 Pembayaran kepada Kakitangan Penyeliaan Tapak (*Site Supervision Team*) bagi perunding dalam tempoh PKP ; dan
- 2.4 Kebenaran Perubahan Harga (*Variation of Price*) bagi kontrak kerja Kerajaan Negeri.

3.0 Tempoh Lanjutan Masa (*Extension of Time - EOT*)

3.1 Kelulusan Lanjutan Masa (*EOT*)

Kelulusan lanjutan masa adalah terpakai bagi projek-projek dalam keadaan seperti berikut :

3.1.1 Projek dalam pelaksanaan dan tarikh siap **selepas tempoh PKP 3.0**

Kelulusan diberikan **secara automatik** berdasarkan kepada tempoh sebenar penguatkuasaan PKP 3.0 yang diwartakan (*gazetted MCO*) sehingga tarikh aktiviti pembinaan dibenarkan beroperasi semula oleh Majlis Keselamatan Negara (MKN).

Bilangan hari lanjutan masa adalah berdasarkan kepada tempoh sebenar PKP 3.0 di Negeri Sarawak yang bermula dari 29 Mei 2021 sehingga 28 Jun 2021. Namun demikian, Majlis Keselamatan Negara (MKN) hanya membenarkan aktiviti pembinaan di tapak projek beroperasi pada 14 Julai 2021. Maka lanjutan masa **secara automatik** yang dibenarkan adalah **46 hari** iaitu dari 29 Mei 2021 sehingga 13 Julai 2021.

Sebagai contoh, sekiranya kontrak kerja tamat pada 31 Julai 2021, maka tempoh lanjutan masa yang dibenarkan ialah **46 hari**.

3.1.2 Projek sedia ada yang siap **dalam tempoh PKP 3.0** mengikut jadual atau tarikh siap lanjutan yang dibenarkan berdasarkan kontrak.

Projek yang siap mengikut jadual atau tarikh siap lanjutan yang dibenarkan berdasarkan kontrak dalam tempoh 29 Mei 2021 – 13 Julai 2021 akan diberikan kelulusan *EOT* dengan tempoh **maksima 60 hari**.

Sebagai contoh, sekiranya projek siap pada 3 Jun 2021 iaitu jatuh dalam tempoh 29 Mei 2021 – 13 Julai 2021 maka tempoh lanjutan masa yang dibenarkan ialah **6 hari** (28 Mei 2021 - 3 Jun 2021 di mana tarikh siap lanjutan adalah 09 Jun 2021).

3.2 Pihak Berkuasa Melulus EOT

3.2.1 Kelulusan EOT di atas hendaklah diputuskan oleh Pegawai Penguasa (*Superintending Officer*).

3.2.2 Pegawai Penguasa hendaklah melaksanakan penilaian untuk menentukan tempoh EOT yang boleh diberikan.

3.3 Liquidated and Ascertained Damages (LAD)

Liquidated and Ascertained Damages (LAD) hendaklah dikecualikan untuk EOT yang telah diluluskan bagi keadaan seperti di perenggan 3.1.1 dan 3.1.2 .

3.4 Tuntutan Kerugian dan Perbelanjaan Tambahan (*Loss and Expenses Claim*)

Kontraktor tidak layak untuk membuat Tuntutan Kerugian dan Perbelanjaan Tambahan (*Loss and Expenses Claim*) terhadap EOT yang telah diluluskan.

4.0 Pembayaran Kemajuan Interim Automatik Secara Bulanan Mengikut Nilai Kerja Sebenar

4.1 Di bawah inisiatif ini, bagi memudahkan dan mempercepatkan pembayaran kemajuan interim kepada kontraktor, pemprosesan dan penilaian terhadap pembayaran kemajuan interim adalah dibuat **secara automatik** secara bulanan tanpa perlu menunggu permohonan tuntutan bertulis daripada kontraktor.

4.2 Pegawai Penguasa adalah dibenarkan membuat pembayaran interim dengan **nilai minima bulanan sejumlah RM1,000.00 mengikut nilai kerja sebenar** meskipun jumlah bayaran adalah kurang daripada bayaran minima yang dibenarkan berdasarkan kontrak.

4.3 Tempoh pelaksanaan inisiatif ini adalah terpakai bagi projek seperti berikut :

(a) Bagi **projek yang masih dalam pembinaan** pada atau selepas 1 Januari 2021 sehingga tamat kontrak tersebut (termasuk EOT yang diluluskan serta dibenarkan di bawah Kontrak).

- (b) Bagi **projek baharu**, di mana Surat Setuju Terima dikeluarkan selepas tarikh surat pekeliling ini sehingga 31 Disember 2021 dan sehingga tamat kontrak tersebut (termasuk *EOT* yang diluluskan serta dibenarkan di bawah Kontrak).

5.0 Pembayaran kepada Kakitangan Penyeliaan Tapak (*Site Supervision Team*) bagi Perunding dalam Tempoh PKP

Pembayaran kepada kakitangan penyeliaan tapak (*site supervision team*) dalam tempoh PKP adalah tertakluk kepada ketetapan dan syarat-syarat berikut :

- 5.1 Pembayaran kepada kakitangan penyeliaan tapak adalah bagi tempoh penguatkuasaan PKP di mana **aktiviti pembinaan di tapak projek tidak dibenarkan** oleh Jawatankuasa Pengurusan Bencana Negeri Sarawak (JPBNS) dan Majlis Keselamatan Negara (MKN) seperti termaktub dalam Prosedur Operasi Standard (*Standard Operating Procedure - SOP*) yang dikeluarkan oleh JPBNS / MKN.
- 5.2 Inisiatif ini adalah terpakai bagi pembayaran kepada kakitangan penyeliaan tapak (*site supervision team*) yang terkesan oleh penguatkuasaan PKP **sejak Mac 2020 sehingga 31 Disember 2021** berdasarkan sebab yang diterangkan di perenggan 5.1 di atas.
- 5.3 Pembayaran kepada kakitangan penyeliaan tapak hanya dibenarkan bagi pembayaran **gaji pokok** sahaja (tidak termasuk Faktor Pengganda) dan tidak termasuk Elaun Tapak.
- 5.4 Agensi hendaklah dengan segera memaklumkan kepada firma perunding secara bertulis agar mengemukakan permohonan pembayaran kepada kakitangan penyeliaan tapak kepada Agensi untuk pertimbangan **selewat-lewatnya pada 31 Disember 2021. Sebarang permohonan yang diterima oleh Agensi selepas 31 Disember 2021 adalah tidak dipertimbangkan.**
- 5.5 Ketua Agensi adalah diberi kuasa untuk melulus pembayaran kepada kakitangan penyeliaan tapak dalam tempoh PKP. Walau bagaimanapun, Ketua Agensi hendaklah menilai dan memastikan tuntutan yang dibuat oleh firma perunding adalah mematuhi ketetapan dan syarat-syarat di atas.

6.0 Kebenaran Perubahan Harga (*Variation of Price - VOP*) bagi Kontrak Kerja Kerajaan Negeri

6.1 Skop Pelaksanaan *VOP*

VOP adalah terpakai bagi kontrak kerja sahaja iaitu meliputi tiga (3) kategori kontrak kerja, iaitu Bangunan, Kejuruteraan Awam dan Mekanikal dan Elektrikal (*M&E*).

6.2 Tempoh Penguatkuasaan *VOP*

Tempoh penguatkuasaan *VOP* ini adalah berkuatkuasa mulai **1 Januari 2021 sehingga 31 Disember 2021**.

6.3 Senarai Bahan Binaan yang dibenarkan di bawah *VOP*

Di bawah inisiatif ini, bahan - bahan binaan yang dibenarkan di bawah *VOP* adalah seperti berikut :

6.3.1 Besi Bertetulang (*Reinforcement Bar*)

Diambil kira di dalam Kontrak Kerja Bangunan dan Kejuruteraan Awam di mana pelaksanaan *VOP* untuk **besi bertetulang (*reinforcement bar*)** adalah berasaskan kepada perubahan harga unit besi seperti yang dikeluarkan di dalam **Siaran Khas 1** oleh Jabatan Perangkaan Malaysia (*Department of Statistics Malaysia – DOSM*), tertakluk kepada kuantiti maksimum yang ditetapkan.

6.3.2 *Crushed Aggregate (Crusher Run)*

Diambil kira di dalam Kontrak Kerja Kejuruteraan Awam di mana pelaksanaan *VOP* untuk ***crushed aggregate (crusher run)*** adalah berasaskan kepada perubahan harga unit seperti yang dikeluarkan di dalam **Siaran Khas 1** oleh *DOSM*, tertakluk kepada kuantiti maksimum yang ditetapkan.

6.3.3 *Mild Steel Pipe (Water and Sewerage Pipe)*

Diambil kira di dalam Kontrak Kerja Kejuruteraan Awam di mana pelaksanaan *VOP* untuk ***mild steel pipe bagi paip air dan paip pembentungan*** adalah berasaskan kepada perubahan harga unit seperti yang dikeluarkan di dalam **Siaran Khas 1** oleh *DOSM*, tertakluk kepada kuantiti maksimum yang ditetapkan.

Sekiranya harga unit bahan ini bagi Negeri Sarawak tidak disenaraikan oleh *DOSM*, maka Agensi hendaklah memohon secara bertulis daripada *DOSM* bagi harga unit *mild steel pipe* (paip air dan paip pembentungan) tersebut.

6.3.4 **Copper**

Diambil kira di dalam Kontrak Kerja Mekanikal dan Elektrikal sekiranya terdapat komponen Mekanikal dan Elektrikal (*M&E*) di bawah Kontrak Kerja Kejuruteraan Awam, Kerja Bangunan dan Kontrak Kerja Kejuruteraan Mekanikal dan Elektrikal di mana pelaksanaan perubahan harga untuk kerja *M&E* adalah berasaskan kepada Indeks Kos Komponen yang mengandungi bahan **copper** sahaja seperti yang dikeluarkan di dalam **Siaran Khas 3** (Untuk Kerja Mekanikal dan Elektrikal) oleh *DOSM*.

6.3.5 **Mild Steel Pipe Pile / Mild Steel Permanent Casing**

Sekiranya perubahan harga unit bahan ini bagi Negeri Sarawak tidak disenaraikan oleh *DOSM*, maka Agensi hendaklah memohon secara bertulis daripada *DOSM* bagi harga unit **mild steel pipe pile / mild steel permanent casing** tersebut.

Sekiranya harga unit tidak dapat dibekalkan oleh *DOSM*, maka Agensi menggunakan kaedah penilaian dan pengiraan *VOP* seperti di **Lampiran E (2021)**.

Walau bagaimanapun, sekiranya harga unit bahan ini bagi Negeri Sarawak telah disenaraikan oleh *DOSM*, maka harga unit daripada *DOSM* tersebut hendaklah digunapakai.

6.3.6 **Steel Pipe Pile / Steel Permanent Casing**

Sekiranya perubahan harga unit bahan ini bagi Negeri Sarawak tidak disenaraikan oleh *DOSM*, maka Agensi hendaklah memohon secara bertulis daripada *DOSM* bagi harga unit **steel pipe pile / steel permanent casing** tersebut.

Sekiranya harga unit tidak dapat dibekalkan oleh *DOSM*, maka Agensi menggunakan kaedah penilaian dan pengiraan *VOP* seperti di **Lampiran E (2021)**.

Walau bagaimanapun, sekiranya harga unit bahan ini bagi Negeri Sarawak telah disenaraikan oleh *DOSM*, maka harga unit daripada *DOSM* tersebut hendaklah digunapakai.

6.3.7 ***Steel Sheet Pile***

Sekiranya harga unit bahan ini bagi Negeri Sarawak tidak dapat diperolehi melalui terbitan Siaran Khas *DOSM*, maka Agensi hendaklah mengkaji dan menetapkan kaedah-kaedah pengiraan *VOP* yang sewajarnya dan bersesuaian dengan merujuk kepada *JKR Sarawak* untuk komen terlebih dahulu sebelum mengemukakan kepada **Pejabat Setiausaha Kewangan Negeri** untuk pertimbangan dan kelulusan.

Walau bagaimanapun, sekiranya harga unit bahan ini bagi Negeri Sarawak telah disenaraikan oleh *DOSM*, maka harga unit daripada *DOSM* tersebut hendaklah digunapakai.

6.3.8 ***Ductile Iron (D.I.) Pipe***

Sekiranya perubahan harga unit bahan ini bagi Negeri Sarawak tidak disenaraikan oleh *DOSM*, maka Agensi hendaklah memohon secara bertulis daripada *DOSM* bagi harga unit ***ductile iron (D.I.) pipe*** tersebut.

Sekiranya harga unit tidak dapat dibekalkan oleh *DOSM*, maka Agensi menggunakan kaedah penilaian dan pengiraan *VOP* seperti di **Lampiran E (2021)**.

Walau bagaimanapun, sekiranya harga unit bahan ini bagi Negeri Sarawak telah disenaraikan oleh *DOSM*, maka harga unit daripada *DOSM* tersebut hendaklah digunapakai.

6.4 **Jenis Kontrak dan Tempoh Pelaksanaan *VOP***

VOP adalah terpakai untuk semua kontrak kerja konvensional Kerajaan Negeri (*State Conventional Contract*) termasuk Kontrak secara Rundingan Terus (*Direct Negotiation*) berdasarkan *JKR Sarawak Form of Contract PWD 75 (Ver. 2006)* juga layak mendapat *VOP*. Walau bagaimanapun, kontrak di bawah ***Design and Build (Turnkey)*** adalah **tidak termasuk** dalam jenis kontrak yang dibenarkan di bawah pelaksanaan *VOP* ini.

Tempoh pelaksanaan *VOP* untuk kontrak semasa dan kontrak baharu adalah dibenarkan seperti berikut :

Status Projek	Definisi	Tempoh Pelaksanaan <i>VOP</i>
Kontrak Semasa	Projek yang masih dalam pembinaan pada atau selepas 1 Januari 2021 dan perjanjian tambahan hendaklah disempurnakan selewat-lewatnya 31 Disember 2021. Pengiraan <i>VOP</i> bagi projek yang masih dalam pembinaan dibenarkan untuk melangkaui 31 Disember 2021 sehingga tamat kontrak.	Penilaian <i>VOP</i> bermula pada 1 Januari 2021 hingga 31 Disember 2021 . Sekiranya <i>EOT</i> telah diluluskan (yang dibenarkan di bawah kontrak) dan tempoh kontrak melebihi 31 Disember 2021, maka penilaian <i>VOP</i> hendaklah dibuat sehingga tamat kontrak.
Kontrak Baharu	Projek baharu di mana Surat Setuju Terima dikeluarkan pada atau selepas tarikh Surat Pekeliling ini berkuat kuasa sehingga 31 Disember 2021 sahaja.	Penilaian <i>VOP</i> bermula dari tarikh pemilikan tapak sehingga tamat tempoh kontrak termasuk <i>EOT</i> yang diluluskan yang dibenarkan di bawah Kontrak.

6.5 Kaedah Pelaksanaan *VOP*

6.5.1 Untuk **Kontrak Semasa (Projek Dalam Pembinaan)**, Agensi hendaklah dengan segera memaklumkan kepada kontraktor secara bertulis mengenai pelaksanaan *VOP* berserta syarat-syarat yang berkaitan. Kontraktor hendaklah mengesahkan **secara bertulis** sama ada bersetuju atau sebaliknya mengenai pelaksanaan *VOP* ini terhadap kontrak yang berkaitan.

Sekiranya kontraktor bersetuju untuk pelaksanaan *VOP* terhadap kontrak yang berkaitan, perjanjian tambahan (*Supplemental Contract*) perlu disediakan bagi mengambil kira pelaksanaan *VOP* tersebut. Agensi hendaklah mengikat satu Perjanjian Tambahan (*Supplemental Contract*) dengan Kontraktor bagi mengambil kira pemakaian kaedah perubahan harga **mulai 1 Januari 2021**. Contoh Format Perjanjian Tambahan adalah seperti di **Lampiran D (2021)**.

6.5.2 Tiga (3) peruntukan khas bagi kaedah pelaksanaan *VOP* untuk **Kontrak Semasa (Projek Dalam Pembinaan)** yang digunakan adalah seperti berikut:

Kontrak Semasa (Projek Dalam Pembinaan)
1. Kerja Bangunan
<p>Lampiran A1/BW/K-L (2021) <i>Special Provisions to the Conditions of Contract (Variation of Price) for Building Works</i></p> <p>Appendix A1 – List of Materials Together with Quantities and Basic Unit Prices Subject To Price Variation in Accordance with the “Special Provisions to The Conditions of Contract (Variation of Price) for Building Works”</p>
2. Kerja Kejuruteraan Awam
<p>Lampiran B1/CW/K-L(2021) <i>Special Provisions to The Conditions of Contract (Variation of Price) For Civil Engineering Works</i></p> <p>Appendix A2 - List of Materials Together with Quantities and Basic Unit Prices Subject To Price Variation in Accordance with the “Special Provisions to The Conditions of Contract (Variation of Price) for Civil Engineering Works”</p> <p>Appendix B1 - List of Category and Size of Mild Steel Pipe Together with Quantity and Basic Unit Prices Subject To Price Variation in Accordance with the “Special Provisions to The Conditions of Contract (Variation of Price) for Civil Engineering Works”</p>
3. Kerja Mekanikal Dan Elektrikal
<p>Lampiran C1/ME/K-L(2021) <i>Special Provisions to the Conditions Of Contract (Variation of Price) for Mechanical and Electrical Works</i></p> <p>Appendix A3 – List of Relevant Components, Recovery Factor and Base Indices Subject To Price Variation in Accordance with the “Special Provisions to The Conditions of Contract (Variation of Price) for Mechanical & Electrical Works”</p>

6.5.3 **Untuk Kontrak Baharu (Projek Baharu)**, Agensi hendaklah memasukkan peruntukan khas untuk VOP di dalam Dokumen Tender bagi tujuan penyeragaman.

Tiga (3) peruntukan khas bagi kaedah pelaksanaan VOP untuk **Kontrak Baharu** yang digunakan adalah seperti berikut:

Kontrak Baharu (Projek Baharu)
1. Kerja Bangunan
<p>Lampiran A2/BW/K-B(2021) <i>Special Provisions to the Conditions of Contract (Variation of Price) for Building Works</i></p> <p>Appendix A4 – List of Materials Together with Quantities and Basic Unit Prices Subject To Price Variation in Accordance with the "Special Provisions to The Conditions of Contract (Variation of Price) for Building Works"</p>
2. Kerja Kejuruteraan Awam
<p>Lampiran B2/CW/K-B(2021) <i>Special Provisions to The Conditions of Contract (Variation of Price) For Civil Engineering Works</i></p> <p>Appendix A5 – List of Materials Together with Quantities and Basic Unit Prices Subject To Price Variation in Accordance with the "Special Provisions to The Conditions of Contract (Variation of Price) for Civil Engineering Works"</p> <p>Appendix B2 – List of Category and Size of Mild Steel Pipe Together with Quantity and Basic Unit Prices Subject To Price Variation in Accordance with the "Special Provisions to The Conditions of Contract (Variation of Price) for Civil Engineering Works"</p>
3. Kerja Mekanikal Dan Elektrikal
<p>Lampiran C2/ME/K-B(2021) <i>Special Provisions to the Conditions Of Contract (Variation of Price) for Mechanical and Electrical Works</i></p> <p>Appendix A6 – List of Relevant Components, Recovery Factor and Base Indices Subject To Price Variation in Accordance with the "Special Provisions to The Conditions of Contract (Variation of Price) for Mechanical & Electrical Works"</p>

6.5.4 Penilaian VOP hendaklah dibuat ke atas bahan-bahan binaan yang dibenarkan di atas sahaja dan dibayar di bawah *Interim Payment*. Harga kontrak (*Contract Sum*) hendaklah diselaraskan berdasarkan nilai VOP yang diperakukan tersebut.

6.6 Penubuhan Jawatankuasa Perubahan Harga

Agensi hendaklah menubuhkan satu **Jawatankuasa Perubahan Harga** yang dipengerusikan oleh Ketua Agensi bagi mempertimbangkan dan meluluskan nilai *VOP* tersebut. Agensi boleh menubuhkan Jawatankuasa Perubahan Harga di peringkat ibu pejabat atau bahagian mengikut kesesuaian.

Bagi tujuan ini, Pegawai Penguasa adalah dikehendaki untuk menyediakan *VOP* secara bulanan dan menghantar ke Jawatankuasa Perubahan Harga bagi pertimbangan dan kelulusan supaya proses pembayaran *VOP* melalui bayaran interim tidak tertangguh.

Pegawai Penguasa hanya dibenarkan memasukkan *VOP* yang telah diluluskan oleh Jawatankuasa Perubahan Harga dalam bayaran interim.

6.7 Penetapan Indeks Kos / Harga Unit Asas

6.7.1 Bagi projek baharu

- (i) **Bagi perolehan secara Sebutharga/Tender**, pengiraan *VOP* adalah berdasarkan bulan sebutharga/ tender tersebut ditutup.
- (ii) **Bagi perolehan secara rundingan terus**, pengiraan *VOP* adalah berdasarkan bulan harga muktamad dipersetujui dan diluluskan oleh Pihak Berkuasa Melulus yang berkaitan.
- (iii) **Bagi perolehan secara Cabutan Undi Untuk Projek RTP, (bernilai melebihi RM20 ribu)** pengiraan *VOP* adalah berdasarkan bulan di mana cabutan undi dibuat

6.7.2 **Manakala, bagi projek secara sebutharga / tender / rundingan terus dan cabutan undi untuk RTP (melebihi RM20 ribu) yang masih dalam pembinaan**, pada atau sebelum 1 Januari 2021, indeks kos / harga unit asas adalah berdasarkan kepada bulan Disember 2020.

6.8 Rujukan Penerbitan untuk VOP

6.8.1 Harga seunit dan indeks bahan binaan yang diterbitkan oleh Jabatan Perangkaan Malaysia (*DOSM*) hendaklah diterima pakai.

6.8.2 Walau bagaimanapun, rujukan harga unit dan indeks kos bahan binaan bagi tujuan penilaian *VOP* hendaklah berdasarkan ketetapan di **perenggan 6.3** di atas.

6.9 Kuantiti Bahan Tertakluk kepada VOP

Kuantiti bahan yang dikenakan VOP untuk kontrak semasa dan kontrak baharu adalah seperti berikut :

6.9.1 Kontrak Bangunan dan Kejuruteraan Awam

Kontrak Semasa	Kontrak Baharu
Pegawai Penguasa dikehendaki memastikan jumlah kuantiti maksimum bahan binaan yang dikenakan VOP adalah berdasarkan baki kerja yang dilaksanakan mulai 1 Januari 2021 dan sehingga kontrak tamat.	Kuantiti maksimum bahan binaan yang dikenakan VOP harus dipastikan terlebih dahulu semasa penyediaan Dokumen Sebut Harga / Tender.
Walau bagaimanapun, kontraktor juga diberi peluang untuk memastikan sendiri kuantiti sebenar bahan binaan yang diperlukan berdasarkan kontrak berkaitan.	
Kuantiti maksimum bahan binaan ini hanya dapat diubah jika skop asal kerja telah berubah, di mana pelarasan dibuat secara berkadar (<i>proportionate</i>).	

6.9.2 Kontrak Mekanikal & Elektrikal

Kontrak Semasa dan Kontrak Baharu
<i>Recovery Factor</i> bagi kerja M&E yang relevan perlu ditentukan, iaitu peratusan harga komponen bekalan berbanding harga tender. Bagi tujuan pelarasan, harga seunit dan indeks oleh DOSM hendaklah digunakan untuk semua komponen M&E seperti yang disenaraikan di Appendix A3 dan Appendix A6 .

6.10 Bahan binaan yang tidak diambil kira untuk penilaian VOP

- 6.10.1 Bahan-bahan binaan yang digunakan dalam projek yang telah ditolak (*rejected*) oleh Pegawai Penguasa ;
- 6.10.2 Bahan-bahan binaan yang terlibat di dalam kerja-kerja penggantian yang ditolak (*rejected*) oleh Pegawai Penguasa ; dan
- 6.10.3 Bahan-bahan binaan untuk kerja yang dilaksanakan di luar tapak projek tanpa persetujuan Pegawai Penguasa.

6.11 **Pemberitahuan Bertulis dan Maklumat Sokongan bagi Tuntutan VOP**

Kontraktor adalah dikehendaki untuk memaklumkan secara bertulis kepada Pegawai Penguasa bagi setiap tuntutan VOP berserta invois, resit dan bukti dokumen lain yang diperlukan oleh Agensi.

7.0 **Penamatan Bersama (*Mutual Termination*)**

7.1 Sekiranya kontraktor masih tidak mampu untuk meneruskan projek walaupun perubahan harga ini diberikan untuk menampung kenaikan harga bahan, maka kontrak boleh ditamatkan secara persetujuan bersama atas permintaan kontraktor. Kontraktor tidak akan dikenakan tindakan dengan syarat ia bukan berpunca daripada kelemahan pelaksanaan kontraktor. Namun begitu, **50% daripada nilai bon pelaksanaan** hendaklah dirampas (*forfeited*).

7.2 Tertakluk kepada perenggan 7.1, bagi kontrak M&E lantikan secara *Nominated Sub-Contractor (NSC)* yang sedang berjalan dalam peringkat pembinaan, *NSC* masih berpeluang untuk meneruskan pelaksanaan perubahan harga bagi komponen M&E walaupun Kontraktor utama tidak bersetuju dengan pelaksanaan perubahan harga ke atas bahan binaan bangunan. Bagi tujuan ini, *NSC* perlu menandatangani perjanjian tambahan (*Supplemental contract*) sebagai syarat yang ditetapkan, namun begitu *NSC* masih tertakluk kepada syarat-syarat kontrak utama sedia ada.

7.3 Walau bagaimanapun, bagi maksud penamatan bersama ini, sekiranya kontraktor masih tidak mampu untuk meneruskan projek walaupun perubahan harga ini diberikan untuk menampung kenaikan harga bahan, maka kontrak boleh ditamatkan secara persetujuan bersama atas permintaan kontraktor tetapi tertakluk kepada syarat – syarat berikut :

7.3.1 Kontrak berkenaan tidak diklasifikasikan sebagai “ **projek sakit** ” (disebabkan prestasi buruk kontraktor atau keingkaran dalam melaksanakan kontrak di mana kemajuan kerja sebenar di tapak tidak melebihi 20% kelewatan semasa permohonan penamatan bersama oleh Kontraktor) ;

7.3.2 Sekiranya kontrak berkenaan diklasifikasi sebagai “ **projek sakit** ” (di mana kemajuan kerja sebenar adalah melebihi 20% berbanding dengan kemajuan yang dijadualkan), kelewatan tersebut bukan disebabkan prestasi buruk Kontraktor akibat daripada masalah dalaman atau pengurusan projek yang tidak memuaskan (di mana ini perlu disahkan oleh Pegawai Penguasa);

- 7.3.3 Sekiranya projek hampir selesai, iaitu kira-kira 90% kemajuan, penamatan bersama tidak dibenarkan;
- 7.3.4 Semua penamatan bersama yang dicadangkan mestilah dirujuk ke Jabatan Peguam Besar Negeri dengan melengkapkan **Borang Cadangan Penamatan Bersama** seperti yang dilampirkan di **Lampiran F (2021)** berserta dokumen sokongan lain yang berkaitan;
- 7.3.5 Hanya kes penamatan bersama yang **disokong oleh Jabatan Peguam Besar Negeri** sahaja yang dibenarkan untuk meneruskan proses penamatan tersebut;
- 7.3.6 Kontrak Tambahan (*Supplemental Contract*) hendaklah disediakan bagi tujuan penamatan bersama kerana peruntukan ini tidak diperuntukkan di bawah **JKR Sarawak Form of Contract PWD 75 (Ver. 2006)**, dan
- 7.3.7 Semua kontrak penamatan bersama mestilah dilaporkan kepada Unit Pendaftaran Kontraktor dan Juruperunding (UPKJ) dan dimuat naik oleh Agensi di dalam sistem CoRRIS dalam tempoh **30 hari** dari tarikh penamatan bersama yang telah dilaksanakan.

8.0 Bagi tujuan surat ini, takrifan **Agensi** adalah merujuk kepada Kementerian / Jabatan / Badan Berkanun / Pihak Berkuasa Tempatan.

9.0 Manakala, takrifan **Ketua Agensi** adalah seperti berikut :

- 9.1 Bagi **Kementerian / Jabatan**, Ketua Agensi bermaksud **Pegawai Pengawal** dan takrifan Pegawai Pengawal adalah seperti yang dinyatakan dalam Arahan Perbendaharaan.
- 9.2 Bagi **Badan-Badan Berkanun**, Ketua Agensi bermaksud **Ketua Pegawai Eksekutif** dan takrifan Ketua Pegawai Eksekutif adalah seperti yang dinyatakan dalam Seksyen 2(1) *Statutory Bodies (Financial and Accounting Procedures) Ordinance, 1995* seperti berikut:- "*Interpretation of "Chief Executive Officer", in relation to a statutory body, shall mean its principal executive officer who is responsible for the day to day administration and management of that statutory body*".

- 9.3 Bagi **Pihak Berkuasa Tempatan**, Ketua Agensi bermaksud **Setiausaha** dan takrifan **Setiausaha** adalah seperti yang dinyatakan dalam Peraturan 2 *The Local Authorities Financial Regulations 1997* seperti berikut:- "Secretary" means, in relation to a Council, the person appointed in accordance with section 35(1)(c) of the Ordinance to be its Secretary, or in the case of the City of Kuching North, an officer designated by the Commissioner of the City of Kuching North"

10.0 Rujukan Kepada Jabatan Kerja Raya (JKR) Sarawak

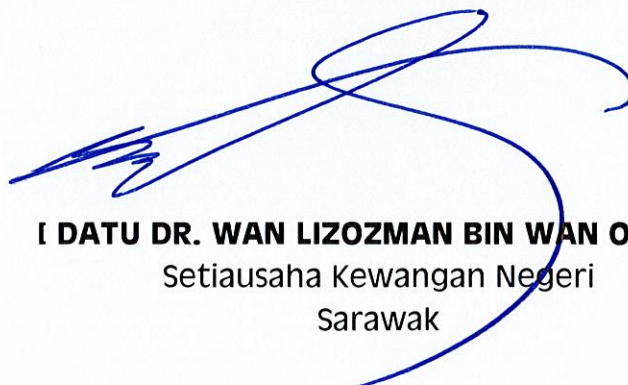
Agensi hendaklah mendapat nasihat atau penerangan daripada Cawangan Ukur Bahan, Ibu Pejabat, Jabatan Kerja Raya (JKR) Sarawak di talian 082 - 203100 atau melalui emel : liimyh1@sarawak.gov.my atau badiahhb@sarawak.gov.my sekiranya terdapat persoalan dan kemusykilan mengenai pelaksanaan pemudahcaraan bagi EOT, Pembayaran Kemajuan Interim, Pembayaran Kakitangan Penyeliaan Tapak dan VOP seperti yang dinyatakan di atas.

11.0 Penguatkuasaan dan Pemakaian Surat Pekeliling

- 11.1 Pekeliling ini berkuatkuasa mulai dari tarikh surat pekeling ini dikeluarkan sehingga **31 Disember 2021**.
- 11.2 Sebarang pengecualian daripada ketetapan dalam surat pekeling ini hendaklah mendapat kebenaran bertulis daripada Setiausaha Kewangan Negeri.
- 11.3 Bagi **Pihak Berkuasa Tempatan**, pemakaian Ketetapan / Peraturan ini adalah tertakluk kepada *The Local Authorities Financial Regulations 1997* yang sedang berkuatkuasa.

Sekian, terima kasih.

" BERSATU BERUSAHA BERBAKTI "
" AN HONOUR TO SERVE "



[DATU DR. WAN LIZOZMAN BIN WAN OMAR]
Setiausaha Kewangan Negeri
Sarawak

Lampiran

- s.k.:
1. Yang Berhormat Setiausaha Kerajaan Negeri Sarawak
 2. Yang Arif Peguam Besar Negeri Sarawak
 3. Pengarah, Jabatan Audit Negara Cawangan Sarawak
 4. Pengarah Audit Dalam, Jabatan Ketua Menteri Sarawak
 5. Akauntan Negeri, Jabatan Perbendaharaan Negeri Sarawak
 6. Pengarah, Unit Integriti dan Ombudsman Negeri (UNION) Sarawak

SENARAI LAMPIRAN

1. Peruntukan khas VOP bagi Kontrak Semasa (Projek Dalam Pembinaan)

(i) Kerja Bangunan

Lampiran A1/BW/K-L (2021)

Special Provisions to the Conditions of Contract (Variation of Price) for Building Works

Appendix A1 – List of Materials Together with Quantities and Basic Unit Prices Subject To Price Variation in Accordance with the "Special Provisions to The Conditions of Contract (Variation of Price) for Building Works"

(ii). Kerja Kejuruteraan Awam

Lampiran B1/CW/K-L(2021)

Special Provisions to the Conditions of Contract (Variation of Price) for Civil Engineering Works

Appendix A2 - List of Materials Together with Quantities and Basic Unit Prices Subject To Price Variation in Accordance with the "Special Provisions to The Conditions of Contract (Variation of Price) for Civil Engineering Works"

Appendix B1 - List of Category and Size of Mild Steel Pipe Together with Quantity and Basic Unit Prices Subject To Price Variation in Accordance with the "Special Provisions to The Conditions of Contract (Variation of Price) for Civil Engineering Works"

(iii). Kerja Mekanikal Dan Elektrikal

Lampiran C1/ME/K-L(2021)

Special Provisions to the Conditions of Contract (Variation of Price) for Mechanical and Electrical Works

Appendix A3 – List of Relevant Components, Recovery Factor and Base Indices Subject To Price Variation in Accordance with the "Special Provisions to The Conditions of Contract (Variation of Price) for Mechanical & Electrical Works"

2. Peruntukan khas VOP Kontrak Baharu (Projek Baharu)

(i) Kerja Bangunan

Lampiran A2/BW/K-B(2021)

Special Provisions to the Conditions of Contract (Variation of Price) for Building Works

Appendix A4 – List of Materials Together with Quantities and Basic Unit Prices Subject To Price Variation in Accordance with the "Special Provisions to The Conditions of Contract (Variation of Price) for Building Works"

(ii) **Kerja Kejuruteraan Awam**

Lampiran B2/CW/K-B(2021)

Special Provisions to the Conditions of Contract (Variation of Price) for Civil Engineering Works

Appendix A5 – *List of Materials Together with Quantities and Basic Unit Prices Subject To Price Variation in Accordance with the “Special Provisions to The Conditions of Contract (Variation of Price) for Civil Engineering Works”*

Appendix B2 - *List of Category and Size of Mild Steel Pipe Together with Quantity and Basic Unit Prices Subject To Price Variation in Accordance with the “Special Provisions to The Conditions of Contract (Variation of Price) for Civil Engineering Works”*

(iii) **Kerja Mekanikal Dan Elektrikal**

Lampiran C2/ME/K-B(2021)

Special Provisions to the Conditions of Contract (Variation of Price) for Mechanical and Electrical Works

Appendix A6 – *List of Relevant Components, Recovery Factor and Base Indices Subject To Price Variation in Accordance with the “Special Provisions to The Conditions of Contract (Variation of Price) for Mechanical & Electrical Works”*

3. Perjanjian Tambahan (*Supplemental Contract*)

- **Lampiran D (2021)**

4. Kaedah Penilaian dan Pengiraan Bahan-Bahan Binaan Tambahan

- **Lampiran E (2021)**

5. Borang Cadangan Penamatan Bersama (*Mutual Termination Proposal Form*)

- **Lampiran F (2021)**

**SPECIAL PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR BUILDING WORKS**

**A. VARIATION IN PRICE OF BUILDING MATERIALS
(VARIATION IN UNIT PRICES)**

1. Adjustments (upwards and downwards) shall be made to the monthly interim payments and finally to the Contract Sum where there is variation in the Unit Prices of mild steel reinforcement bars and high tensile steel reinforcement bars (Materials) approved for use in reinforced concrete.

2. Reference Publication

The reference publication to determine the "Unit Prices" of Materials specified in paragraph 1 shall be the **Special Release 1** published by the Department of Statistics in the particular month in which the Materials are delivered to site for use.

3. Basic Unit Prices of Materials

The "Basic Unit Prices "for the purposes of calculating variation of price for the Materials specified in paragraph 1 shall be the appropriate Unit Prices of the Materials as stated in the **Special Release 1** published by the Department of Statistics and shall be determined as follows based on:-

- (i). The month during which tender closes (for tenders closed **on or** after 1st January 2021); or
- (ii). The month of December 2020 (for tenders closed **before** 1st January 2021);

and shall be inserted in the **Appendix A1** to this provision.

4. Variation in Price of Materials

- (i) Any adjustments will only be made where there is variation in price in respect of Materials specified in paragraph 1 and against which Basic Unit Prices are given in **Appendix A1** to this provision.

LAMPIRAN A1/BW/K-L(2021)
(untuk digunakan bagi projek yang sedang dalam pembinaan)

- (ii) Where a Contractor has paid a higher or lower price for the Materials as compared to the Basic Unit Price specified in **Appendix A1** to this provision, the Contract Sum shall be accordingly increased or decreased provided that such increase or decrease shall not exceed the difference between the Basic Unit Price specified in **Appendix A1** to this provision and the Unit Price stated in the **Special Release 1** published by the Department of Statistics in the particular month in which the Materials are delivered to site for use.

5. Quantity of Materials Subject to Variation of Price

- (i) Quantities for the Materials specified in paragraph 1 shall be pre-ascertained by the S.O. based on **balance of work to be executed from 1st January 2021** and inserted in **Appendix A1** to this provision. The quantities so ascertained shall be the maximum quantities subject to price variation under this provision.
- (ii) The maximum quantities as fixed in **Appendix A1** to this provision may be varied only when the original scope of works have been varied. The adjustment of the maximum quantities of the Materials shall be made proportionately to the variation of the scope of the work in which the relevant Materials so relate.

6. Works Not Included

- (i) This provision shall not apply to any of the Materials which have been used in works which shall have been rejected by the S.O. or which have been executed in places outside the limits of the site without the prior approval of the S.O.

LAMPIRAN A1/BW/K-L(2021)
(untuk digunakan bagi projek yang sedang dalam pembinaan)

- (ii) The Contractor shall keep accurate and complete records of all Materials or other items required for the replacement of works rejected by the S.O. The quantities of the Materials which have been used in works rejected by the S.O. shall be excluded from any claims for price variations under this provision.

7. Contract Period and Extension

This provision shall only apply to works done within the Contract Period and any extended period which had been allowed in accordance with the terms of the Contract.

8. Works Executed Outside the Period Permitted Under Contract

This provision shall not apply to works carried out by the Contractor outside the period permitted under the terms of Contract except in the following case:

Where the quantity of Materials used by the Contractor within the period permitted under the terms of Contract is less than that specified in **Appendix A1** to this provision, adjustments shall be made to the Contract Sum in respect of the balance of the Materials where there is variation in price notwithstanding that the balance of Materials is used beyond the period permitted under the Contract provided that:

- (i) In the case of any increase in prices, adjustments will only be made if the increase does not exceed the Unit Price stated in the **Special Release.1** issued by the Department of Statistics in the final month of the period permitted under the Contract.
- (ii) In the case of any reduction in price, adjustments will be made in accordance with paragraph 4(ii).

9. Notification and Documentary Evidence

- (i) The Contractor shall within a reasonable time give the S.O. written notice of any variation in the price of Materials.
- (ii) The S.O. may at anytime call for invoices, receipts and such other documentary evidence as may be required. The Contractor shall not withhold any information or documentary evidence as required by the S.O.

(untuk digunakan bagi projek yang sedang dalam pembinaan)

**LIST OF MATERIALS TOGETHER WITH QUANTITIES AND BASIC UNIT PRICES
SUBJECT TO PRICE VARIATION IN ACCORDANCE WITH THE "SPECIAL
PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR BUILDING WORKS"**

Materials	Unit	Quantity	Basic Unit Price
A. Mild Steel Round Bars, BS4449			
- 10mm(3/8")	Metric Ton	*	
- 12mm(1/2")	"	*	
- 16mm(5/8")	"	*	
- 20mm-25mm(3/4"-1")	"	*	
- 32mm(1 1/4")	"	*	
B. High Tensile Deformed Bars	Metric Ton	*	
- 10mm(3/8")	"	*	
- 12mm(1/2")	"	*	
- 16mm-25mm(5/8"-1")	"	*	
- 32mm(1 1/4")	"	*	

* Quantities shall be pre-ascertained by the Superintending Officer based on **balance of works to be executed from 1st January 2021.**

Notes:

1. The above quantities are intended for the purpose of price variation only and do not necessarily reflect the actual quantities required for the Contract. The Contractor shall ascertain himself the actual quantities required upon which his tender is deemed to have been based.
2. Price Variation shall be applied to the above quantities fixed or actual quantities used, whichever is the lesser.
3. The "Basic Unit Prices" shall be the appropriate Unit Price as stated in the Special Release 1 published by the Department of Statistics. The Basic Unit Price shall be determined as follows based on:
 - (a). The month during which tender closes (for tenders closed on or after 1st January 2021); or
 - (b). The month of December 2020 (for tenders closed before 1st January 2021)

LAMPIRAN B1/CW/K-L(2021)
(Untuk digunakan bagi projek yang sedang dalam pembinaan)

SPECIAL PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR CIVIL ENGINEERING WORKS

A. VARIATION IN PRICE OF CIVIL ENGINEERING MATERIALS
(VARIATION IN UNIT PRICES)

1. Adjustments (upwards and downwards) shall be made to the monthly interim payments and finally to the Contract Sum where there is variation in the Unit Prices in respect of selected "Materials" described hereunder:
 - (i) Steel Reinforcement Bars (Mild Steel Reinforcement Bars & High Tensile Steel Reinforcement Bars);
 - (ii) Crushed Aggregates (Crusher Run);
 - (iii) Mild Steel Pipe for water pipe and sewerage pipe;
 - (iv) Mild Steel Pipe Pile / Mild Steel Permanent Casing;
 - (v) Steel Pipe Pile / Steel Permanent Casing;
 - (vi) Steel Sheet Pile; and
 - (vii) Ductile Iron (D.I.) pipe.

2. Reference Publication

The reference publication to determine the "Unit Prices" of Materials specified in paragraph 1 shall be the **Special Release.1** published by the Department of Statistics in the particular month in which the Materials are delivered to site for use.

For Mild Steel Pipe Pile / Mild Steel Permanent Casing, Steel Pipe Pile / Steel Permanent Casing and Ductile Iron (D.I) pipe, where the unit price and indices for materials are not provided by DOSM, the Department should write in to DOSM to apply for the unit price to be included in the Special Release. In the case after the written application, the unit price are still not provided by DOSM, the unit price and indices for variation of price must be derived based on the criteria as at **Lampiran E (2021)** of this circular.

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(Untuk digunakan bagi projek yang sedang dalam pembinaan)

However, in case of the unit price for the Mild Steel Pipe Pile / Mild Steel Permanent Casing, Steel Pipe Pile / Steel Permanent Casing and Ductile Iron (D.I) pipe have been included in Special Release by DOSM, the unit price in the Special Release shall be used.

For Steel Sheet Pile, where the unit price and indices for material are currently not available under **Special Release** by DOSM, the Department/Agency has to propose and determine the reasonable and appropriate assessment method to calculate the VOP and to seek JKR Sarawak's comment prior to submission to State Financial Secretary's Office for consideration and decision.

3. Basic Unit Prices of Materials

The "Basic Unit Prices" for the purposes of calculating variation of price for the Materials specified in paragraph 1 shall be the appropriate Unit Prices of the Materials as stated in the **Special Release 1** published by the Department of Statistic and shall be determined as follows based on:-

- (i). The month during which the tender closes (for tenders closed **on or** after 1st January 2021); or
- (ii). The month of December 2020 (for tenders closed **before** 1st January 2021)

shall be inserted in the **Appendix A2** to this provision.

4. Variation in Price of Materials

- (i) Any adjustments will only be made where there is variation in price in respect of Materials specified in paragraph 1 and against which Basic Unit Prices are given in **Appendix A2** to this provision.
- (ii) Where a Contractor has paid a higher or lower price for the Materials as compared to the Basic Unit Price specified in **Appendix A2** to this provision,

LAMPIRAN B1/CW/K-L(2021)
(Untuk digunakan bagi projek yang sedang dalam pembinaan)

the Contract Sum shall be accordingly increased or decreased provided that such increase or decrease shall not exceed the difference between the Basic Unit Price specified in **Appendix A2** to this provision and the Unit Price stated in the **Special Release 1** published by the Department of Statistics in the particular month in which the Materials are delivered to site for use.

5. Quantity of Materials Subject to Variation of Price

- (i) Quantities for the Materials specified in paragraph 1 shall be pre-ascertained by the S.O. based on **balance of work to be executed from 1st January 2021** and inserted in **Appendix A2** to this provision. The quantities so ascertained shall be the maximum quantities subject to price variation under this provision.
- (ii) The maximum quantities as fixed in **Appendix A2** to this provision may be varied only when the original scope of works have been varied. The adjustment of the maximum quantities of the Materials shall be made proportionately to the variation of the scope of the work in which the relevant Materials so relate.

6. Works Not Included

- (i) This provision shall not apply to any of the Materials which have been used in works which shall have been rejected by the S.O. or which have been executed in places outside the limits of the site without the prior approval of the S.O.
- (ii) The Contractor shall keep accurate and complete records of all Materials or other items required for the replacement of works rejected by the S.O. The quantities of the Materials which have been used in works rejected by the S.O. shall be excluded from any claims for price variations under this provision.

LAMPIRAN B1/CW/K-L(2021)
(Untuk digunakan bagi projek yang sedang dalam pembinaan)

7. Contract Period and Extension

This provision shall only apply to works done within the Contract Period and any extended period which had been allowed in accordance with the terms of the Contract.

8. Works Executed Outside the Period Permitted Under Contract

This provision shall not apply to works carried out by the Contractor outside the period permitted under the terms of Contract except in the following case:

Where the quantity of Materials used by the Contractor within the period permitted under the terms of Contract is less than that specified in **Appendix A2** to this provision, adjustments shall be made to the Contract Sum in respect of the balance of the Materials where there is variation in price notwithstanding that the balance of Materials is used beyond the period permitted under the Contract provided that:

- (i) In the case of any increase in prices, adjustments will only be made if the increase does not exceed the Unit Price stated in the **Special Release 1** issued by the Department of Statistics in the final month of the period permitted under the Contract.
- (ii) In the case of any reduction in price, adjustments will be made in accordance with paragraph 4 (ii).

9. Notification and Documentary Evidence

- (i) The Contractor shall within a reasonable time give the S.O. written notice of any variation in the price of Materials.
- (ii) The S.O. may at anytime call for invoices, receipts and such other documentary evidence as may be required. The Contractor shall not withhold any information or documentary evidence as required by the S.O.

LAMPIRAN B1/CW/K-L(2021)

Appendix A2

(untuk digunakan bagi projek yang sedang dalam pembinaan)

**LIST OF MATERIALS TOGETHER WITH QUANTITIES AND BASIC UNIT PRICES
TO PRICE VARIATION IN ACCORDANCE WITH THE "SPECIAL PROVISIONS TO
THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR CIVIL ENGINEERING WORKS"**

Materials	Unit	Quantity	Basic Unit Price
A. Crushed Aggregates (Crusher Run)	Metric Ton	*	
B. Mild Steel Round Bars,BS4449 - 10mm(3/8") - 12mm(1/2") - 16mm(5/8") - 20mm-25mm(3/4"-1") - 32mm(1 1/4")	Metric Ton " " " "	* * * * *	
C. High Tensile Deformed Bars - 10mm(3/8") - 12mm(1/2") - 16mm-25 mm(5/8"-1") - 32mm(1 1/4")	Metric Ton " " " "	* * * *	
D. Water Pipe and Sewerage Pipe - Mild Steel Pipe 300mm	Metre	*	} Refer Appendix B1
E. Mild Steel Pipe Pile / Mild Steel Permanent Casing	Metre	*	} Refer Appendix B1 (size to follow water pipe size)
F. Steel Pipe Pile / Steel Permanent Casing	Metre	*	} Refer Appendix B1 (size to follow water pipe size)
G. Steel Sheet Pile	Metric Ton	*	
H. Ductile Iron (D.I.) pipe.	Metre	*	} Refer Appendix B1 (size to follow water pipe size)

* Quantities shall be pre-ascertained by the Superintending Officer based on **balance of work to be executed from 1st January 2021.**

LAMPIRAN B1/CW/K-L(2021)
Appendix A2
(untuk digunakan bagi projek yang sedang dalam pembinaan)

Notes:

1. The above quantities are intended for the purpose of price variation only and do not necessarily reflect the actual quantities required for the Contract. The Contractor shall ascertain himself the actual quantities required upon which his tender is deemed to have been based.
2. Price Variation shall be applied to the above quantities fixed or actual quantities used, whichever is the lesser.
3. The "Basic Unit Prices" shall be the appropriate Unit Price as stated in the Special Release¹ published by the Department of Statistics. The Basic Unit Price shall be determined as follows based on:
 - a. The month during which tender closes (for tenders closed on and after 1st January 2021);or
 - b. The month December2020 (for tender closed before 1st January 2021)
4. For Mild Steel Pipe Pile / Mild Steel Permanent Casing, Steel Pipe Pile / Steel Permanent Casing and Ductile Iron (D.I) pipe, where the unit price and indices for materials are not provided by DOSM, the Department should write in to DOSM to apply for the unit price to be included in the Special Release. In the case after the written application, the unit price are still not provided by DOSM, the unit price and indices for variation of price must be derived based on the criteria as at **Lampiran E (2021)** of this circular.
5. However, in case of the unit price for the Mild Steel Pipe Pile / Mild Steel Permanent Casing, Steel Pipe Pile / Steel Permanent Casing and Ductile Iron (D.I) pipe have been included in Special Release by DOSM, the unit price in the Special Release shall be used.
6. For Steel Sheet Pile, where the unit price and indices for material are currently not available under Special Release by DOSM, the Department/Agency has to propose and determine the reasonable and appropriate assessment method to calculate the VOP and to seek JKR Sarawak's comment prior to submission to State Financial Secretary's Office for consideration and decision.

LAMPIRAN B1/CW/K-L(2021)
 (untuk digunakan bagi projek yang sedang dalam pembinaan)

Appendix B1

**LIST OF CATEGORY AND SIZE OF MILD STEEL PIPE TOGETHER WITH
 QUANTITY AND BASIC UNIT PRICE SUBJECT TO PRICE VARIATION IN
 ACCORDANCE WITH THE "SPECIAL PROVISIONS TO THE CONDITIONS OF
 CONTRACT (VARIATION OF PRICE) FOR CIVIL ENGINEERING WORKS"**

Category and Size of Mild Steel Pipe	Quantity (M)	Unit Price For Basic Material	Adjustment Factor	Basic Unit Price
WATERPIPE				
1. 100mm Ø	*			
2. 150 "	*			
3. 200 "	*			
4. 250 "	*			
5. 300 "	*			
6. 350 "	*			
7. 400 "	*			
8. 450 "	*			
9. 500 "	*			
10. 600 "	*			
11. 700 "	*			
12. 750 "	*			
13. 800 "	*			
14. 900 "	*			
15. 1000"	*			
16. 1100"	*			
17. 1150"	*			
18. 1200"	*			
19. 1300"	*			
20. 1400"	*			
21. 1500"	*			
22. 1600"	*			
23. 1700"	*			
24. 1800"	*			
25. 1900"	*			
26. 2000"	*			
27. 2100"	*			
28. 2200"	*			
SEWERAGE PIPE				
1. 100mmØ	*			
2. 125 "	*			
3. 150 "	*			

LAMPIRAN B1/CW/K-L(2021)
(untuk digunakan bagi projek yang sedang dalam pembinaan)

Appendix B1

Category and Size of Mild Steel Pipe	Quantity (M)	Unit Price For Basic Material	Adjustment Factor	Basic Unit Price
4. 200"	*			
5. 250"	*			
6. 300"	*			
7. 350"	*			
8. 400"	*			
9. 450"	*			
10. 500"	*			
11. 550"	*			
12. 600"	*			
13. 650"	*			
14. 700"	*			
15. 750"	*			
16. 800"	*			
17. 850"	*			
18. 900"	*			
19. 950"	*			
20. 1000"	*			
21. 1200"	*			
22. 1400"	*			
23. 1600 "	*			
24. 1800 "	*			
25. 2000"	*			
26. 2100"	*			
27. 2200"	*			

* Quantities shall be pre-ascertained by the Superintending Officer based on **balance of work to be executed from 1st January 2021.**

Notes:

1. The *above* quantities are intended for the purpose of price variation only and do not necessarily reflect the actual quantities required for the Contract.
2. Price Variation shall be applied to the *above* quantities fixed or actual quantities used, whichever is the lesser.
3. The "Basic Unit Price" for each material shall be based on the Unit Price of the "Selected Basic Material" for the relevant category of pipe as stated in the Special Release 1 published by the Department of Statistics and shall be determined as follows based on :-

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(untuk digunakan bagi projek yang sedang dalam pembinaan)

Appendix B1

- (a) The month during which tender closes (for tenders closed **on or** after 1st January 2021);or
 - (b). The month of December 2020 (for tenders closed **before** 1st January 2021), multiplied by the "Price Adjustment Factor" for the said material and need to be inserted in the Supplemental Contract.
4. Price Adjustment Factor shall be as stated in the **Special Release 1** published by the Department of Statistics.
 5. The Basic Material is the most commonly used material for the relevant category of pipes in most projects.

**SPECIAL PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR MECHANICAL & ELECTRICAL WORKS**

1. This provision shall be applicable for Mechanical and Electrical Works carried out under the following arrangement:
 - (i) Direct contract;
 - (ii) Prime Cost Sum by Nominated Sub-contractor; and
 - (iii) Packaged as part of Builder's Works under the Main Contract.

2. Adjustment (upwards and downwards) shall be made to the monthly interim payments and finally to the Contract Sum where there is variation in the Component Cost Indices in respect of seven (7) main Mechanical and Electrical (M&E) Components which includes copper only described here under:
 - (i) Copper Cables
 - (ii) Switchgears
 - (iii) Transformers
 - (iv) Generators Sets
 - (v) Lightning Protection System & Earthing System
 - (vi) Air Conditioning System
 - (vii) Motor (Pump set)

3. Reference Publication

The reference publication to determine the "Component Cost Indices" of M&E Components specified in paragraph 2 shall be the **Special Release 3** published by the Department of Statistics for the month of installation.

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(untuk digunakan bagi projek yang sedang dalam pembinaan)

4. Base Indices

The "Base Indices" for the purposes of calculating variation of price for the M & E Components specified in paragraph 2 shall be the appropriate Component Cost Index of the M&E Components as stated in the **Special Release 3** published by the Department of Statistics and shall be determined as follows based on:-

- (a). The month during which tender closes (for tenders closed on or after 1st January 2021); or
- (b). The month of December 2020 (for tenders closed before 1st January 2021)

and shall be inserted in **Appendix A3** to this provision as part of the Supplemental Contract.

5. Application of Adjustments

- (i) The adjustments shall only be applied to the "Effective Value of Work Done" (as defined hereunder) in respect of each M&E component installed on site **from 1st January 2021**. The "Effective Value of Work Done" shall mean the difference between:
 - (a) The amount of each relevant component installed on site by the Contractor up to the date of the current monthly interim valuation less the amount for any items based on actual costs or current prices; and
 - (b) The amount calculated in accordance with (a) above up to the date of the preceding monthly interim valuation.
- (ii) The total tendered price of each M&E component is the total price of the supply and installation as tendered by the Contractor. The "Recovery Factor" of each component is the percentage of the supply component price with respect to the tendered price. The Recovery Factor of the selected M&E component is specified in **Appendix A3** to this provision.

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(untuk digunakan bagi projek yang sedang dalam pembinaan)

6. Variations in Component Cost Index

- (i) The Variation in the Component Cost Index shall mean any increase or decrease in the “Current Index” (as defined under paragraph (ii) hereof) as compared to the Base Index (as defined under paragraph 4 above) for the relevant category or categories of M&E component as stated in **Appendix A3** to this provision.
- (ii) The Current Index shall mean the appropriate Component Cost Index as stated in **Special Release 3** issued by the Department of Statistics for the month of installation.

Provided that in respect of Works executed outside the period permitted under the provisions of the Contract, the Current Index shall be the appropriate Component Cost Index as stated in the **Special Release 3** issued by the Department of Statistics for either the final month of the period permitted under the provisions of the Contract, or the month of the monthly interim evaluation, whichever is the lower.

7. Calculation for Adjustments

The increase or decrease payable or deductible shall be calculated by multiplying the “Effective Value of Work Done” by a factor referred to as Fluctuation Factor which shall be ascertained from the product of the Recovery Factor of relevant M&E Component and the difference between the relevant Current Index and the Base Index, divided by the Base Index as follows:

$$\text{Fluctuation Factor} = \text{Recovery Factor} \times \frac{\text{Current Index} - \text{Base Index}}{\text{Base Index}}$$

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Provided that:

- (i) (a) If the relevant Current Index had not been published by the date the interim payment certificate is to be issued, or
- (b) If the total amount of any monthly interim valuation (excluding any sums for increases or decreases under this provision) is inadequate to justify the issue of an interim payment certificate, then the increase or decrease payable in respect of that monthly interim valuation shall be added to or deducted from the amount payable upon the issue by the Superintending Officer (S.O.) of the next interim payment certificate after all the relevant Current Indices have been published or when the total amount of the monthly interim valuation is adequate to justify the issue of the said certificate, as the case maybe.
- (ii) The Fluctuation Factor for the Effective Value of Work Done in respect of any balance due or to become due and payable to the Contractor after the payment for each component installed up to the date certified by the S.O. as being completed had been made, shall be the ratio of the aggregate total of all the previous increases and/or decreases and the corresponding cumulative total of all the previous Effective Value of Work Done, as follows:

$$L = F \times \frac{M}{E}$$

Where:

- L = The value of increase or decrease payable or deductible in respect of the balance due or to be come due and payable to the contractor;
- F = The amount of the balance due or to become due and payable to the Contractor excluding the value of 'L' after deducting the amount in respect of items based on actual costs or current prices;

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- M = The aggregate total amount of increases or decreases payable under the above provisions in respect of all the previous interim payments made;
- E = The corresponding cumulative total of all the previous Effective Value of Work Done.

(untuk digunakan bagi projek yang sedang dalam pembinaan)

**LIST OF RELEVANT COMPONENTS, RECOVERY FACTOR AND BASE INDICES
SUBJECTED TO PRICE VARIATION IN ACCORDANCE WITH THE “SPECIAL
PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR MECHANICAL & ELECTRICAL WORKS”**

Bil.	Category Of Components	Recovery Factor	Base Index (of Component in region or the month of December 2020 ^{*f}
1.	COPPER CABLES i) Concealed/Surface wiring in conduit (per unit point) ii) Cables in trunking (per meter run) iii) Cables laid underground (per meter run) a) 120sq.mm and above b) Below 120sq.mm iv) Cables on tray/ladder (per meter run) a) 120sq.mm and above b) Below120sq.mm v) Busduct	0.50 0.55 0.90 0.75 0.75 0.50 0.75	
2.	SWITCHGEARS i) MV Switchgears ii) LV Switch boards (Incomer breaker 600A and above) iii) LV Switchboards and Sub Switchboards (Incomer breaker below 600A) iv) TPN & SPN Distribution Boards (Incomer breaker 100A and below and Feeder Pillars)	0.90 0.85 0.85 0.85	
3.	TRANSFORMERS i) Cast Resin Transformer ii) Hermetically Sealed (Oil filled) Transformer	0.80 0.80	

Bil.	Category Of Components	Recovery Factor	Base Index (of Component in region) *
			for the month of December 2020
4.	GENERATORS		
	i) Generators Sets Ratings Above 500 kVA	0.85	
	ii) Generator Sets Ratings 500kVA And below	0.75	
5.	LIGHTNING PROTECTION SYSTEM & EARTHING SYSTEM		
	i) Lightning Protection System	0.65	
	ii) Earthing system		
	(a) Earthing System for MV Switchgears, Transformers, LV Switchboards and Sub Switchboards, Generator Sets, Feeder Pillars and Traffic Lights Controllers	0.75	
	(b) Earthing System for Distribution Boards and others	0.50	
6.	AIR CONDITIONING SYSTEM		
	i) Water Cooled Chiller	0.75	
	ii) Air Cooled Chiller	0.90	
	iii) Water Cooled Package	0.70	
	iv) Air Cooled Package	0.75	
	v) Split Unit System		
	(a) Wall Mounted	0.75	
	(b) Ceiling Cassette/Mounted	0.90	
	vi) VRV System		
	(a) Indoor	0.85	
(b) Outdoor	0.95		

Bil.	Category Of Components	Recovery Factor	Base Index (of Component in region) * <hr/> for the month of December 2020
7.	MOTOR (PUMPSET) i) Condenser Water Pump ii) Chilled Water Pump Hose Reel Pump	0.80 0.80 0.55	

Notes:

* Semenanjung Malaysia

* Sabah

* Sarawak

** The "Base Index" shall be the appropriate Component Cost Index as stated in the **Special Release 3** published by the Department of Statistics. The Base Index shall be determined as follows based on:-

- (a). The month during which tender closes (for tenders closed **on or** after 1st January 2021);or
- (b). The month of December 2020 (for tenders closed **before** 1st January 2021)

SPECIAL PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR BUILDING WORKS

A. VARIATION IN PRICE OF BUILDING MATERIALS
(VARIATION IN UNIT PRICES)

1. Adjustments (upwards and downwards) shall be made to the monthly interim payments and finally to the Contract Sum where there is variation in the Unit Prices of mild steel reinforcement bars and high tensile steel reinforcement bars (Materials) approved for use in reinforced concrete.

2. Reference Publication

The reference publication to determine the "Unit Prices" of Materials specified in paragraph 1 shall be the **Special Release 1** published by the Department of Statistics in the particular month in which the Materials are delivered to site for use.

3. Basic Unit Prices of Materials

The "Basic Unit Prices" for the purposes of calculating variation of price for the Materials specified in paragraph 1 shall be the appropriate Unit Prices of the Materials as stated in the **Special Release 1** published by the Department of Statistic for the month during which the tender closes and shall be inserted in the **Appendix A4** to this provision prior to the signing of the Contract.

4. Variation in Price of Materials

- (i) Any adjustments will only be made where there is variation in price in respect of Materials specified in paragraph 1 and against which Basic Unit Prices are given in **Appendix A4** to this provision.

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(untuk digunakan bagi projek baharu)

- (ii) Where a Contractor has paid a higher or lower price for the Materials as compared to the Basic Unit Price specified in **Appendix A4** to this provision, the Contract Sum shall be accordingly increased or decreased provided that such increase or decrease shall not exceed the difference between the Basic Unit Price specified in **Appendix A4** to this provision and the Unit Price stated in the **Special Release 1** published by the Department of Statistics in the particular month in which the Materials are delivered to site for use.

5. Quantity of Materials Subject to Variation of Price

- (i) Quantities for the Materials specified in paragraph 1 shall be pre-ascertained by the S.O. at the time of tendering and inserted in **Appendix A4** to this provision. The quantities so ascertained shall be the maximum quantities subject to price variation under this provision.
- (ii) The maximum quantities as fixed in **Appendix A4** to this provision may be varied only when the original scope of works have been varied. The adjustment of the maximum quantities of the Materials shall be made proportionately to the variation of the scope of the work in which the relevant Materials so relate.

6. Works Not Included

- (i) This provision shall not apply to any of the Materials which have been used in works which shall have been rejected by the S.O. or which have been executed in places outside the limits of the site without the prior approval of the S.O.
- (ii) The Contractor shall keep accurate and complete records of all Materials or other items required for the replacement of works rejected by the S.O. The quantities of the Materials which have been used in works rejected by the S.O. shall be excluded from any claims for price variations under this provision.

7. Contract Period and Extension

This provision shall only apply to works done within the Contract Period and any extended period which had been allowed in accordance with the terms of the Contract.

8. Works Executed Outside the Period Permitted Under Contract

This provision shall not apply to works carried out by the Contractor outside the period permitted under the terms of Contract except in the following case:

Where the quantity of Materials used by the Contractor within the period permitted under the terms of Contract is less than that specified in **Appendix A4** to this provision, adjustments shall be made to the Contract Sum in respect of the balance of the Materials where there is variation in price notwithstanding that the balance of Materials is used beyond the period permitted under the Contract provided that:

- (i) In the case of any increase in prices, adjustments will only be made if the increase does not exceed the Unit Price stated in the Special Release 1 issued by the Department of Statistics in the final month of the period permitted under the Contract.
- (ii) In the case of any reduction in price, adjustments will be made in accordance with paragraph 4(ii).

9. Notification and Documentary Evidence

- (i) The Contractor shall within a reasonable time give the S.O. written notice of any variation in the price of Materials.
- (ii) The S.O. may at any time call for invoices, receipts and such other documentary evidence as may be required. The Contractor shall not withhold any information or documentary evidence as required by the S.O.

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Appendix A4
(untuk digunakan bagi projek baharu)

**LIST OF MATERIALS TOGETHER WITH QUANTITIES AND BASIC UNIT
PRICES SUBJECT TO PRICE VARIATION IN ACCORDANCE WITH THE
"SPECIAL PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR BUILDING WORKS"**

Materials	Unit	Quantity	Basic Unit Price
A. Mild Steel Round Bars,BS4449			
- 10mm(3/8")	Metric Ton	*	
- 12mm(1/2")	"	*	
- 16mm(5/8")	"	*	
- 20mm-25mm(3/4"-1")	"	*	
- 32mm(1 1/4")	"	*	
B. High Tensile Deformed Bars	Metric Ton	*	
- 10mm(3/8")	"	*	
- 12mm(1/2")	"	*	
- 16mm-25mm(5/8"-1")	"	*	
- 32mm(1 1/4")	"	*	

* Quantities shall be pre-ascertained by the Superintending Officer at the time of tendering.

Notes:

1. The above quantities are intended for the purpose of price variation only and do not necessarily reflect the actual quantities required for the Contract. The Contractor shall ascertain himself the actual quantities required upon which his tender is deemed to have been based.
2. Price Variation shall be applied to the above quantities fixed or actual quantities used, whichever is the lesser.
3. The "Basic Unit Prices" shall be the appropriate Unit Price as stated in the Special Release¹ published by the Statistics Department for the month during which the tender closes and only need to be inserted prior to the signing of the Contract Document.

**SPECIAL PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR CIVIL ENGINEERING WORKS**

**A. VARIATION IN PRICE OF CIVIL ENGINEERING MATERIALS
(VARIATION IN UNIT PRICES)**

1. Adjustments (upwards and downwards) shall be made to the monthly interim payments and finally to the Contract Sum where there is variation in the Unit Prices in respect of selected "Materials" described hereunder:

- (i) Steel Reinforcement Bars (Mild Steel Reinforcement Bars & High Tensile Steel Reinforcement Bars)
- (ii) Crushed Aggregates (Crusher Run);
- (iii) Mild Steel Pipe for water pipe and sewerage pipe.
- (iv) Mild Steel Pipe Pile / Mild Steel Permanent Casing
- (v) Steel Pipe Pile / Steel Permanent Casing
- (vi) Steel Sheet Pile
- (vii) Ductile Iron (D.I.) pipe.

2. Reference Publication

The reference publication to determine the "Unit Prices" of Materials specified in paragraph 1 shall be the **Special Release.1** published by the Department of Statistics in the particular month in which the Materials are delivered to site for use.

For Mild Steel Pipe Pile / Mild Steel Permanent Casing, Steel Pipe Pile / Steel Permanent Casing and Ductile Iron (D.I.) pipe, where the unit price and indices for materials are not provided by DOSM, the Department should write in to DOSM to apply for the unit price to be included in the Special Release. In the case after the written application, the unit price are still not provided by DOSM, the unit price and indices for variation of price must be derived based on the criteria as at **Lampiran E (2021)** of this circular.

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(untuk digunakan bagi projek baharu)

However, in case of the unit price for the Mild Steel Pipe Pile / Mild Steel Permanent Casing, Steel Pipe Pile / Steel Permanent Casing and Ductile Iron (D.I) pipe have been included in Special Release by DOSM, the unit price in the Special Release should be used.

For Steel Sheet Pile, where the unit price and indices for material are currently not available under **Special Release** by DOSM, the Department/Agency has to propose and determine the reasonable and appropriate assessment method to calculate the VOP and to seek JKR Sarawak's comment prior to submission to State Financial Secretary's Office for consideration and decision.

3. Basic Unit Prices of Materials

The "Basic Unit Prices" for the purposes of calculating variation of price for the Materials specified in paragraph 1 shall be the appropriate Unit Prices of the Materials as stated in the **Special Release 1** published by the Department of Statistic for the month during which the tender closes and shall be inserted in the **Appendix A5** to this provision prior to the signing of the Contract.

4. Variation in Price of Materials

- (i) Any adjustments will only be made where there is variation in price in respect of Materials specified in paragraph 1 and against which Basic Unit Prices are given in **Appendix A5** to this provision.
- (ii) Where a Contractor has paid a higher or lower price for the Materials as compared to the Basic Unit Price specified in **Appendix A5** to this provision, the Contract Sum shall be accordingly increased or decreased provided that such increase or decrease shall not exceed the difference between the Basic Unit Price specified in **Appendix A5** to this provision and the Unit Price stated in the **Special Release 1** published by the Department of Statistics in the particular month in which the Materials are delivered to site for use.

5. Quantity of Materials Subject to Variation of Price

- (i) Quantities for the Materials specified in paragraph 1 shall be pre-ascertained by the S.O. at the time of tendering and inserted in **Appendix A5** to this provision. The quantities so ascertained shall be the maximum quantities subject to price variation under this provision.
- (ii) The maximum quantities as fixed in **Appendix A5** to this provision may be varied only when the original scope of works have been varied. The adjustment of the maximum quantities of the Materials shall be made proportionately to the variation of the scope of the work in which the relevant Materials so relate.

6. Works Not Included

- (i) This provision shall not apply to any of the Materials which have been used in works which shall have been rejected by the S.O. or which have been executed in places outside the limits of the site without the prior approval of the S.O.
- (ii) The Contractor shall keep accurate and complete records of all Materials or other items required for the replacement of works rejected by the S.O. The quantities of the Materials which have been used in works rejected by the S.O. shall be excluded from any claims for price variations under this provision.

7. Contract Period and Extension

This provision shall only apply to works done within the Contract Period and any extended period which had been allowed in accordance with the terms of the Contract.

8. Works Executed Outside the Period Permitted Under Contract

This provision shall not apply to works carried out by the Contractor outside the period permitted under the terms of Contract except in the following case:

Where the quantity of Materials used by the Contractor within the period permitted under the terms of Contract is less than that specified in **Appendix A5** to this provision, adjustments shall be made to the Contract Sum in respect of the balance of the Materials where there is variation in price notwithstanding that the balance of Materials is used beyond the period permitted under the Contract provided that:

- (i) In the case of any increase in prices, adjustments will only be made if the increase does not exceed the Unit Price stated in the **Special Release 1** issued by the Department of Statistics in the final month of the period permitted under the Contract.
- (ii) In the case of any reduction in price, adjustments will be made in accordance with paragraph 4(ii).

9. Notification and Documentary Evidence

- (i) The Contractor shall within a reasonable time give the S.O. written notice of any variation in the price of Materials.
- (ii) The S.O. may at anytime call for invoices, receipts and such other documentary evidence as may be required. The Contractor shall not withhold any information or documentary evidence as required by the S.O.

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Appendix A5

(untuk digunakan bagi projek baharu)

**LIST OF MATERIALS TOGETHER WITH QUANTITIES AND BASIC UNIT PRICES
SUBJECT TO PRICE VARIATION IN ACCORDANCE WITH
THE "SPECIAL PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR CIVIL ENGINEERING WORKS"**

Materials	Unit	Quantity	Basic Unit Price
A. Crushed Aggregates (Crusher Run)	Metric Ton	*	
B. Mild Steel Round Bars, BS4449 - 10mm(3/8") - 12mm(1/2") - 16mm(5/8") - 20mm-25mm(3/4"-1") - 32mm(1 1/4")	Metric Ton " " " "	* * * * *	
C. High Tensile Deformed Bars - 10mm(3/8") - 12mm(1/2") - 16mm-25 mm(5/8"-1") - 32mm(1 1/4")	Metric Ton " " " "	* * * *	
D. Water Pipe and Sewerage Pipe -Mild Steel Pipe 300mm	Metre	*	} Refer Appendix B2
E. Mild Steel Pipe Pile / Mild Steel Permanent Casing	Metre	*	} Refer Appendix B2 (size to follow water pipe size)
F. Steel Pipe Pile / Steel Permanent Casing	Metre	*	} Refer Appendix B2 (size to follow water pipe size)
G. Steel Sheet Pile	Metric Ton	*	
H. Ductile Iron (D.I.) pipe.	Metre	*	} Refer Appendix B2 (size to follow water pipe size)

* Quantities shall be pre-ascertained by the Superintending Officer at the time of tendering.

Notes:

1. The above quantities are intended for the purpose of price variation only and do not necessarily reflect the actual quantities required for the Contract. The Contractor shall ascertain himself the actual quantities required upon which his tender is deemed to have been based.
2. Price Variation shall be applied to the above quantities fixed or actual quantities used, whichever is the lesser.
3. The quantities of materials (subject to those listed above) used in precast concrete components shall be determined and included in the quantities for relevant materials above. The computation for price variation shall be considered when the completed precast components are delivered to site for use.
4. The "Basic Unit Prices" shall be the appropriate Unit Price as stated in the **Special Release.1** published by the Department of Statistics for the month during which the tender closes and only need to be inserted prior to the signing of the Contract Document.
5. For Mild Steel Pipe Pile / Mild Steel Permanent Casing, Steel Pipe Pile / Steel Permanent Casing and Ductile Iron (D.I) pipe, where the unit price and indices for materials are not provided by DOSM, the Department should write in to DOSM to apply for the unit price to be included in the Special Release. In the case after the written application, the unit price are still not provided by DOSM, the unit price and indices for variation of price must be derived based on the criteria as at **Lampiran E (2021)** of this circular.
6. However, in case of the unit price for the Mild Steel Pipe Pile / Mild Steel Permanent Casing, Steel Pipe Pile / Steel Permanent Casing and Ductile Iron (D.I) pipe have been included in Special Release by DOSM, the unit price in the Special Release shall be used.
7. For Steel Sheet Pile, where the unit price and indices for material are currently not available under Special Release by DOSM, the Department/Agency has to propose and determine the reasonable and appropriate assessment method to calculate the VOP and to seek JKR Sarawak's comment prior to submission to State Financial Secretary's Office for consideration and decision.

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Appendix B2

(untuk digunakan bagi projek baharu)

**LIST OF CATEGORY AND SIZE OF MILD STEEL PIPE TOGETHER WITH
QUANTITY AND BASIC UNIT PRICE SUBJECT TO PRICE VARIATION IN
ACCORDANCE WITH THE "SPECIAL PROVISIONS TO THE CONDITIONS OF
CONTRACT (VARIATION OF PRICE) FOR CIVIL ENGINEERING WORKS"**

Category and Size of Mild Steel Pipe	Quantity (M)	Unit Price For Basic Material	Adjustment Factor	Basic Unit Price
WATERPIPE				
1. 100mm Ø				
2. 150 "	*			
3. 200 "	*			
4. 250 "	*			
5. 300 "	*			
6. 350 "	*			
7. 400 "	*			
8. 450 "	*			
9. 500 "	*			
10. 600 "	*			
11. 700 "	*			
12. 750 "	*			
13. 800 "	*			
14. 900 "	*			
15. 1000"	*			
16. 1100"	*			
17. 1150"	*			
18. 1200"	*			
19. 1300"	*			
20. 1400"	*			
21. 1500"	*			
22. 1600"	*			
23. 1700"	*			
24. 1800"	*			
25. 1900"	*			
26. 2000"	*			
27. 2100"	*			
28. 2200"	*			
SEWERAGE PIPE				
1. 100mmØ	*			
2. 125 "	*			
3. 150 "	*			
4. 200 "	*			

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Appendix B2

(untuk digunakan bagi proiek baharu)

Category and Size of Mild Steel Pipe	Quantity (M)	Unit Price For Basic Material	Adjustment Factor	Basic Unit Price
5. 250"	*			
6. 300"	*			
7. 350"	*			
8. 400"	*			
9. 450"	*			
10. 500"	*			
11. 550"	*			
12. 600"	*			
13. 650"	*			
14. 700"	*			
15. 750"	*			
16. 800"	*			
17. 850"	*			
18. 900"	*			
19. 950"	*			
20. 1000"	*			
21. 1200"	*			
22. 1400"	*			
23. 1600"	*			
24. 1800"	*			
25. 2000"	*			
26. 2100"	*			
27. 2200"	*			

* Quantities shall be pre-ascertained by the Superintending Officer at the time of tendering.

Notes:

1. The above quantities are intended for the purpose of price variation only and do not necessarily reflect the actual quantities required for the Contract.
3. Price Variation shall be applied to the above quantities fixed or actual quantities used, whichever is the lesser.
3. The "Basic Unit Price" for each material shall be based on the Unit Price of the "Selected Basic Material" for the relevant category of pipe as stated in the **Special Release 1** published by the Department of Statistics for the month during which tender closes multiplied by "Price Adjustment Factor" for the said material and only need be inserted prior to the signing of the Contract Document.

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Appendix B2

4. Price Adjustment Factor shall be as stated in the **Special Release 1** published by the Department of Statistics.
5. The Basic Material is the most commonly used material for the relevant category of pipes in most projects.

SPECIAL PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR MECHANICAL & ELECTRICAL WORKS

1. This provision shall be applicable for Mechanical and Electrical Works carried out under the following arrangement:
 - (i) Direct contract;
 - (ii) Prime Cost Sum by Nominated Sub-contractor; and
 - (iii) Packaged as part of Builder's Works under the Main Contract.

2. Adjustment (upwards and down wards) shall be made to the monthly interim payments and finally to the Contract Sum where there is variation in the Component Cost Indices in respect of seven (7) main Mechanical and Electrical (M&E) Components which includes copper only described hereunder:
 - (i) Copper Cables
 - (ii) Switchgears
 - (iii) Transformers
 - (iv) Generators
 - (v) Lightning Protection System & Earthing System
 - (vi) Air Conditioning System
 - (vii) Motor (Pump set)

3. Reference Publication

The reference publication to determine the "Component Cost Indices" of M&E Components specified in paragraph 2 shall be the **Special Release 3** published by the Department of Statistics for the month of installation.

4. Base Indices

The "Base Indices "for the purposes of calculating variation of price for the M&E Components specified in paragraph 2 shall be the appropriate Component Cost Index of the M&E Components as stated in the **Special Release 3** published by the Department of Statistic for the month during which the tender closes and shall be inserted in the **Appendix A6** to this provision prior to the signing of the Contract.

5. Application of Adjustments

- (i) The adjustments shall only be applied to the "Effective Value of Work Done"(as defined hereunder) in respect of each M&E component installed on site. The "Effective Value of Work Done" shall mean the difference between:
 - (a) The amount of each relevant component installed on site by the Contractor up to the date of the current monthly interim valuation less the amount or any items based on actual costs or current prices; and
 - (b) The amount calculated in accordance with (a) above up to the date of the preceding monthly interim valuation.
- (ii) The total tendered price of each M&E component is the total price of the supply and installation as tendered by the Contractor. The "Recovery Factor" of each component is the percentage of the supply component price with respect to the tendered price. The Recovery Factor of the selected M&E component is specified in **Appendix A6** to this provision.

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(untuk digunakan bagi projek baharu)

6. Variations in Component Cost Index

- (i) The Variation in the Component Cost Index shall mean any increase or decrease in the "Current Index" (as defined under paragraph (ii) hereof) as compared to the Base Index (as defined under paragraph 4 above) for the relevant category or categories of M&E component as stated in **Appendix A6** to this provision.
- (ii) The Current Index shall mean the appropriate Component Cost Index as stated in **Special Release 3** issued by the Department of Statistics for the month of installation.

Provided that in respect of Works executed outside the period permitted under the provisions of the Contract, the Current Index shall be the appropriate Component Cost Index as stated in the **Special Release 3** issued by the Department of Statistics for either the final month of the period permitted under the provisions of the Contract, or the month of the monthly interim valuation, whichever is the lower.

7. Calculation for Adjustments

The increase or decrease payable or deductible shall be calculated by multiplying the "Effective Value of Work Done" by a factor referred to as Fluctuation Factor which shall be ascertained from the product of the Recovery Factor of relevant M&E Component and the difference between the relevant Current Index and the Base Index, divided by the Base Index as follows:

$$\text{Fluctuation Factor} = \text{Recovery Factor} \times \frac{\text{Current Index} - \text{Base Index}}{\text{Base Index}}$$

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(untuk digunakan bagi projek baharu)

Provided that:

- (i) (a) If the relevant Current Index had not been published by the date the interim payment certificate is to be issued, or
- (b) If the total amount of any monthly interim valuation (excluding any sums for increases or decreases under this provision) is inadequate to justify the issue of an interim payment certificate, then the increase or decrease payable in respect of that monthly interim valuation shall be added to or deducted from the amount payable upon the issue by the Superintending Officer (S.O.) of the next interim payment certificate after all the relevant Current Indices have been published or when the total amount of the monthly interim valuation is adequate to justify the issue of the said certificate, as the case maybe.
- (ii) The Fluctuation Factor for the Effective Value of Work Done in respect of any balance due or to become due and payable to the Contractor after the payment for each component installed up to the date certified by the S.O. as being completed had been made, shall be the ratio of the aggregate total of all the previous increases and/or decreases and the corresponding cumulative total of all the previous Effective Value of Work Done, as follows:

$$L = F \times \frac{M}{E}$$

Where:

- L = The value of increase or decrease payable or deductible in respect of the balance due or to become due and payable to the contractor;
- F = The amount of the balance due or to become due and payable to the contractor excluding the value of 'L' after deducting the amount in respect of items based on actual costs or current prices;

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(untuk digunakan bagi projek baharu)

- M = The aggregate total amount of increases or decreases payable under the above provisions in respect of all the previous interim payments made;
- E = The corresponding cumulative total of all the previous Effective Value of Work Done.

(untuk digunakan bagi projek baharu)

**LIST OF RELEVANT COMPONENTS, RECOVERY FACTOR AND BASE INDICES
SUBJECTED TO PRICE VARIATION IN ACCORDANCE WITH THE "SPECIAL
PROVISIONS TO THE CONDITIONS OF CONTRACT
(VARIATION OF PRICE) FOR MECHANICAL & ELECTRICAL WORKS"**

Bil.	Category Of Components	Recovery Factor	Base Index (of Component in region or the month of December 2020 ^{*f}
1.	COPPER CABLES i) Concealed/Surface wiring in conduit (per unit point) ii) Cables in trunking (per meter run) iii) Cables laid underground (per meter run) a) 120 sq.mm and above b) Below 120 sq. mm iv) Cables on tray/ladder(per meter run) a) 120 sq.mm and above b) Below 120sq. mm v) Busduct	0.50 0.55 0.90 0.75 0.75 0.50 0.75	
2.	SWITCHGEARS i) MV Switchgears ii) LV Switchboards (Incomer breaker 600A and above) iii) LV Switchboards and Sub Switchboards (Incomer breaker below 600A) iv) TPN & SPN Distribution Boards (Incomer breaker 100A and below and Feeder Pillars)	0.90 0.85 0.85 0.85	
3.	TRANSFORMERS i) Cast Resin Transformer ii) Hermetically Sealed (Oil filled)Transformer	0.80 0.80	

LAMPIRAN C2/ME/K-B(2021)
Appendix A6

Bil.	Category Of Components	Recovery Factor	Base Index (of Component in region) * for the month of December 2020
4.	GENERATORS i) Generators Sets Ratings Above 500 kVA ii) Generator Sets Ratings 500kVA and below	0.85 0.75	
5.	LIGHTNING PROTECTION SYSTEM & EARTHING SYSTEM i) Lightning Protection System ii) Earthing system (a) Earthing System for MV Switchgears, Transformers, LV Switchboards and Sub Switchboards, Generator Sets, Feeder Pillars and Traffic Lights Controllers (b) Earthing System for Distribution Boards and others	0.65 0.75 0.50	
6.	AIR CONDITIONING SYSTEM i) Water Cooled Chiller ii) Air Cooled Chiller iii) Water Cooled Package iv) Air Cooled Package v) Split Unit System (a) Wall Mounted (b) Ceiling Cassette / Mounted vi) VRV System (a) Indoor (b) Outdoor	0.75 0.90 0.70 0.75 0.75 0.90 0.85 0.95	

LAMPIRAN C2/ME/K-B(2021)
Appendix A6

Bil.	Category Of Components	Recovery Factor	Base Index (of Component in region) _____* for the month of December 2020
7.	MOTOR (PUMPSET)		
	i) Condenser Water Pump	0.80	
	ii) Chilled Water Pump	0.80	
	iii) Hose Reel Pump	0.55	

Notes:

- *A Semenanjung Malaysia
- *B Sabah
- *C Sarawak

** The "Base Index" shall be the appropriate Component Cost Index as stated in the **Special Release 3** published by the Department of Statistics for the month during which the tender closes and only need to be inserted prior to the signing of the Contract Document.

THIS SUPPLEMENTAL CONTRACT is made on.....

BETWEEN

The GOVERNMENT OF SARAWAK (hereinafter is referred to as the "Government") of the one part

AND

company incorporated in Malaysia and having its principal office at

(hereinafter referred to as the "Contractor") of the other part.

WHEREAS:

- (A) Pursuant to Contract No.: dated.....(hereinafter referred to as the "Principal Contract") entered into between the Government and the Contractor, the Government has granted the Contractor the Project for the Construction and Completion of
(hereinafter referred to as the "Works") for the sum of Ringgit Malaysia (RM) as such sum as agreed in the terms and Conditions of the Contract.

- (B) Pursuant to the Principal Contract, the Contractor had been given the possession of Site for the Contract on, and the Completion for the Works was scheduled on....., based on a.....months/ weeks completion period.

LAMPIRAN D (2021)

- (C) Due to circumstances encountered during the implementation of the Works, the Government decided to amend the Principal Contract by replacing the existing/inserting the Special Provisions to the Conditions of the Contract in relation to Variation In Prices Of Materials with the Amended Special Provisions as follows:
- (i).....
 - (ii)
- (D) It is hereby agreed that the Amended Special Provisions shall only be in force from 1st January 2021 to 31st December 2021.
- (E) The amount payable by the Government to the Contractor upon the issue by the Superintending Officer (S.O.) of an Interim Certificate under Clause 33 of the Principal Contract hereof shall be increased or decreased in accordance with the Amended Special Provisions commencing for Works executed from the 1st January 2021 to 31st December 2021 and thereafter until completion of the Works and shall be included in the final valuation of the Works in accordance with Clause 39 of the Principal Contract.
- (F) It is hereby agreed that the Contractor shall not be entitled to claim for loss and expense that may arise due to the execution of this Supplemental Contract.

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. INTERPRETATION

- 1.1 The parties hereby agreed that this Supplemental Contract shall be supplemental to and shall be read as an integral part of the Contract Document.

LAMPIRAN D (2021)

- 1.2 Save and subject to the following provisions and variations, the provisions in the Contract Document shall remain the same and in full force and effect as between the Parties thereto.
- 1.3 In the event of any inconsistency between the provision in the Contract Document and this Supplemental Contract, the provisions of this Supplemental Contract shall prevail to the extent of such inconsistencies.
- 1.4 The expressions used in this Supplemental Contract shall unless repugnant to the context, have the same meaning as defined in the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seal hereunto on the day and year first above written.

Signed by the said }
..... }
..... }

.....

Contractor's Signature

Name in full :

In the capacity of :

.....

In the presence of

Name :

Designation:

Address :

Signed by the }
 }
 }
 }
 }
 }
..... }

For and behalf of the Government

Name in full :

In the capacity of :

.....

In the presence of

Name :.....

Designation :.....

Address :.....

**KAEDAH PENILAIAN DAN PENGIRAAN BAHAN-BAHAN BINAAN
TAMBAHAN BAGI VOP**

Name of Construction Material

Mild steel pipe pile / mild steel permanent casing, Steel Pipe Pile / Steel permanent casing and Ductile Iron (D.I.) Pipe

(i). VOP Calculation Method:

Example for Calculation of VOP for mild steel pipe pile:

To adopt the mild steel water pipe 300mm diameter's unit price and the relevant adjustment factor under **Siaran Khas Sabah and Sarawak Edition** published by Department of Statistic's Malaysia (DOSM).

For mild steel pipe piles exceeding 2200mm diameter, it is proposed to use adjustment factor based on 2200 mm diameter, as the biggest diameter for mild steel pipe in **Siaran Khas** is only 2200mm diameter.

(ii) The formula

[(Unit Price for month of material delivered to site – Basic unit price) x Adjustment factor x quantity (m)

(iii) Example

Calculation of **50m of 1500mm** diameter mild steel pipe pile (or mild steel permanent casing / steel permanent casing) delivered to site in **June 2021** for an on scheduled project located at Kuching, which was awarded **before 1st January 2021** :-

Basic unit price for 300mm diameter
mild steel water pipe **December 2020** for Sarawak = **A (assume RM268/m)**

Unit Price for 300mm diameter mild steel
water pipe **June 2021** for Sarawak = **B (assume RM348/m)**

Adjustment factor for 1500mm diameter
Mild steel water pipe = **C (assume 10.32)**

Total quantity of 150mm diameter
Mild steel pipe pile delivered to site in June 2021 = **50m**

Therefore, the amount of VOP for 50m of 1500mm diameter **mild steel pipe pile** for the **month of June 2021** for the above project :

$$[(B - A) \times C] \times 50m = 50 (B-A) C$$

$$\text{i.e. } [(RM348/m - RM268/m) \times 10.32] \times 50m \\ = RM41,280.00$$

MUTUAL TERMINATION PROPOSAL FORM

Ministry/Department/Agency :

Contract No.:

Project Title :

1.0 CONTRACT DETAILS

1.1 Original Tender Status: *Bumiputera/Open/Direct Negotiation

1.2 Contractor's UPKJ Registration :

1.3 Contractor's Name and Address :

Three horizontal lines for contractor name and address.

1.4 Original Contract Sum : RM_____

1.5 Revised Contract Sum :RM _____

1.6 Original Scope:

Three horizontal lines for original scope.

1.7 Date for Possession of Site :_____

1.8 Original Date of Completion:_____

1.9 Revised Date of Completion:_____

(Provide details of the Certificate of Delay and Extension of Time (EOT), duration and reasons for extension)

EOT No. **Reasons** **Clause** **Duration**

1.10 Physical Work Progress (Actual% / Schedule%) :_____ as on _____

1.11 Project Status:

On Schedule Delay Sick

(*to delete whichever is not applicable)

1.12 Liquidated and Ascertained Damages (LAD)

(i) LAD rate/day : _____

(ii) The total LAD being retained/imposed*:RM_____

1.13 Reason of Project Delay/Sick Project*:

1.14 Warning Letter(s) and Notice of Default issued (if any)

1.15 Amount of Interim Payments paid to the Contractor:

RM_____

1.16 Superintending Officer:_____

1.17 Superintending Office's Representative:_____

1.18 Officer empowered to take action on behalf of the Government in respect of the mutual termination of the contract : _____

2.0 BALANCE OF WORKS DETAILS

2.1 Comments on the Main Contractor's performance and problems/issues encountered in completing the Contract:

2.2 Percentage of Balance of Works:_____

2.3 Value for the Balance of Works : RM_____

2.4 Work Scope of Balance of Works:

2.5 Contractor's proposal to expedite the work completion (if any):

2.6 Estimated time for Contract completion if the Contractor were to execute the works diligently:

(*to delete whichever is not applicable)

2.7 Progress report including project photos: Refer Attachment _____
(Monthly Report/Site Minute Meeting can be used as references)

3.0 DECLARATION BY SUPERINTENDING OFFICER

- This Contract is on schedule;
- This Contract is "sick"(more than 20% behind schedule) but not due to the Contractor's non-performance or default;
- This Contract is delayed (10% - 20% behind schedule) where the delay is not due to the Contractor's own dismal performance as a consequence of the Contractor's own internal issues or poor project management of the Contract;
- The Project is not near completion, i.e.: approximately 90% complete

4.0 RECOMMENDATION BY SUPERINTENDING OFFICER

- To mutually terminate the Contract
- Not to mutually terminate the Contract

*Superintending Officer

Name:

Date:

(*to delete whichever is not applicable)

5.0 DECISION BY AGENCY'S TECHNICAL EVALUATION COMMITTEE (TEC):

refer to the State Attorney General's Chambers for advice on Mutual Termination

Not supported for Mutual Termination of Contract

Name	Position	Signature
	Secretary	
	Member	
	Member	
	Member	
	Chairman	