



LEMBAGA PELABUHAN BINTULU

KENYATAAN SEBUT HARGA

Pelawaan ini adalah terbuka kepada firma perunding tempatan yang berdaftar dengan Kementerian Kewangan Malaysia untuk mengambil bahagian di dalam pelawaan seperti berikut:-

NO. RUJUKAN	BUTIR-BUTIR PELAWAAN	BIDANG KAJIAN	TEMPAT, TARIKH DOKUMEN MULAI DIMUAT TURUN/ DIPEROLEHI & PEGAWAI YANG BOLEH DIHUBUNGI	SYARAT UTAMA PELAWAAN	TARIKH BUKA & TUTUP DAN WAKTU SEBUT HARGA TUTUP
LPB/600/Q19/2019	KAJIAN <i>BLUEPRINT FOR BINTULU PORT DIGITALIZATION (DETAILED ICT BLUEPRINT FOR SMART DIGITAL GREEN PORT)</i>	340602 – PERANCANGAN STRATEGIK ICT (ISP) ATAU 340603 – KAJIAN PENGURUSAN INFRASTRUKTUR ICT ATAU 340605 – KAJIAN PENGURUSAN MAKLUMAT ICT	SEKSYEN KEWANGAN ARAS 9, MENARA KIDURONG, KM12, JALAN TANJUNG KIDURONG, BINTULU, SARAWAK atau di alamat www.bpa.gov.my 16 OGOS 2019 SEHINGGA 30 OGOS 2019 NO. UNTUK DIHUBUNGI: URUS SETIA PEROLEHAN 086-232822 / 086-232872	FIRMA HENDAKLAH BERDAFTAR DENGAN KEMENTERIAN KEWANGAN MALAYSIA DI BAWAH KOD BIDANG YANG DITETAPKAN.	TARIKH BUKA 16 OGOS 2019 TARIKH TUTUP 30 OGOS 2019 JAM 12.00 TENGAHARI

1. Syarat-syarat, Arahan dan Maklumat lanjut mengenai pelawaan ini adalah dijelaskan di dalam Dokumen Pelawaan.
2. Penyebut harga-penyebut harga yang ingin menyertai sebut harga boleh/ hendaklah memuat turun Dokumen Pelawaan melalui laman web rasmi Lembaga Pelabuhan Bintulu di alamat www.bpa.gov.my di bawah kategori **Perkhidmatan Online – Tender/ Sebut Harga** dalam tempoh iklan dan di alamat yang dinyatakan di bawah.
3. **PENYEBUT HARGA ADALAH DIWAJIBKAN UNTUK MENDAPATKAN NO. SIRI PELAWAAN DARIPADA URUS SETIA PEROLEHAN** dan sertakan bersama Sijil Pendaftaran Kementerian Kewangan yang masih sah laku melalui e-mel di alamat noraziah@bpa.gov.my atau nurhafiza@bpa.gov.my.
4. Satu penyebut harga hanya dibenarkan mengemukakan satu (1) tawaran sebut harga sahaja. **TAWARAN ALTERNATIF ADALAH TIDAK DIBENARKAN.**
5. Kedua-dua Cadangan Teknikal dan Cadangan Kos hendaklah dimasukkan ke dalam satu sampul bersaiz besar/kotak yang berlakri (*sealed*). Sampul/kotak berkenaan hendaklah ditulis seperti berikut:-

Nombor Sebut Harga : LPB/600/Q19/2019

**KAJIAN BLUEPRINT FOR BINTULU PORT DIGITALIZATION
(DETAILED ICT BLUEPRINT FOR SMART DIGITAL GREEN PORT)**

Pengurus Besar
Lembaga Pelabuhan Bintulu
Aras 9, Seksyen Kewangan
Menara Kidurong
KM12, Jalan Tanjung Kidurong
Bintulu, Sarawak

Tawaran sebut harga hendaklah dihantar sebelum atau pada jam 12.00 tengahari sebelum atau pada **30 OGOS 2019**.

6. Tawaran sebut harga tidak akan dipertimbangkan sekiranya:-
 - (a) Penyebut harga **LEWAT** mengemukakan tawaran sebut harga;
 - (b) Penyebut harga **GAGAL** mengemukakan dokumen wajib seperti yang dinyatakan dalam Dokumen Pelawaan; dan
 - (c) Penyebut harga **GAGAL** mendapatkan no. siri pelawaan sebut harga daripada Urus Setia Perolehan.
7. **Lembaga Pelabuhan Bintulu tidak terikat untuk menerima mana-mana tawaran terendah atau mana-mana tawaran atau memberikan apa-apa sebab di atas penolakan sesuatu tawaran sebut harga.**
8. Lembaga Pelabuhan Bintulu tidak bertanggungjawab untuk membayar apa-apa perbelanjaan dan kerugian yang mungkin ditanggung oleh petender semasa menyediakan dan menghantar sebut harga.
9. Iklan sebut harga ini juga boleh dirujuk di laman web Lembaga Pelabuhan Bintulu di alamat <http://www.bpa.gov.my>.

No. Siri Dokumen Pelawaan : LPB.400-5/3/1 (S) ()
(sila masukkan nombor pelawaan)



LEMBAGA PELABUHAN BINTULU

DOKUMEN PELAWAAN

PEROLEHAN PERKHIDMATAN PERUNDING SECARA SEBUT HARGA TERBUKA

***“BLUEPRINT FOR BINTULU PORT DIGITALIZATION
(DETAILED ICT BLUEPRINT FOR SMART DIGITAL GREEN PORT)”***

(NO. SEBUT HARGA: LPB/600/Q19/2019)

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Semua penyebut harga hendaklah mematuhi semua syarat-syarat yang telah ditetapkan di dalam Dokumen Pelawaan ini, melainkan setakat mana syarat-syarat tersebut ditolak atau diubah oleh pihak Lembaga Pelabuhan Bintulu (kemudian daripada ini disebut sebagai “**LPB**”).

1.0 KENYATAAN SEBUT HARGA

1.1 Tujuan Sebut Harga

- 1.1.1 Pelawaan Sebut Harga ini adalah untuk mendapatkan perkhidmatan perundingan bagi Kajian *Blueprint For Bintulu Port Digitalization (Detailed ICT Blueprint For Smart Digital Green Port)*.
- 1.1.2 Perolehan perkhidmatan perunding bukan fizikal ini dibuat melalui **Sebut Harga Terbuka**.
- 1.1.3 Kod bidang yang ditetapkan untuk kajian ini adalah seperti berikut:
 - (i) **340602 – Perancangan Strategik ICT (ISP); ATAU**
 - (ii) **340603 – Kajian Pengurusan Infrastruktur ICT; ATAU**
 - (iii) **340605 – Kajian Pengurusan Maklumat ICT.**

1.2 Tempoh Sebut Harga

- 1.2.1 Tempoh Sebut Harga terbuka bagi perkhidmatan perunding ini adalah selama **15 hari kalendar bermula pada 16 Ogos 2019 (Jumaat) dan tarikh tutup sebut harga adalah pada 30 Ogos 2019 (Jumaat)**.
- 1.2.2 Penyebut harga hendaklah mengemukakan Cadangan Sebut Harga **sebelum atau pada jam 12.00 tengah hari pada tarikh tutup sebut harga**. Cadangan Sebut Harga yang dikemukakan selepas jam 12.00 tengah hari **tidak akan dipertimbangkan**.

2.0 ARAHAN/ SYARAT KEPADA PENYEBUT HARGA

2.1 Tanggungjawab Penyebut harga

- 2.1.1 Adalah menjadi tanggungjawab penyebut harga untuk memahami dan mematuhi semua arahan/ syarat/ lampiran termasuk cara-cara pengisian borang-borang yang terkandung di dalam dokumen pelawaan ini.
- 2.1.2 Penyebut harga adalah dibenarkan untuk mengemukakan pertanyaan sekiranya terdapat ketidakfahaman ke atas mana-mana arahan/ syarat/ lampiran termasuk cara-cara pengisian borang-borang di dalam dokumen pelawaan ini tertakluk pertanyaan tersebut hendaklah dibuat secara bertulis kepada Urus Setia Perolehan

selewat-lewatnya tiga (3) hari sebelum tarikh tutup sebut harga melalui e-mel noraziah@bpa.gov.my.

- 2.1.3 Semua pertanyaan yang dikemukakan akan cuba dijawab dengan secepat mungkin melalui e-mel. Namun demikian, sekiranya terdapat kelewatan di pihak **LPB** dalam memberikan maklum balas ke atas pertanyaan yang dikemukakan, ia tidak boleh dijadikan sebagai alasan oleh penyebut harga untuk mendapatkan pelanjutan tempoh Sebut Harga bagi mengemukakan Cadangan Sebut Harganya.
- 2.1.4 Tiada pertanyaan boleh dibuat selepas tarikh tutup Sebut Harga. Bukti penghantaran pertanyaan tidak boleh dianggap sebagai bukti penerimaan oleh pihak **LPB**.
- 2.1.5 **Penetapan kaedah bayaran yuran perunding bagi perkhidmatan perunding ini adalah secara Input Masa (Man-Month).** Sehubungan itu, Penyebut harga bertanggungjawab untuk memastikan tawaran Cadangan Kos yang dikemukakan hendaklah diperincikan dengan menggunakan format yang telah ditetapkan di **Lampiran C2-C4**.
- 2.1.6 Penyebut harga **TIDAK DIBENARKAN** menawarkan sebarang diskaun ke atas kos perkhidmatan perunding ataupun menawarkan kos secara lump sum. Tawaran Cadangan Kos boleh berpandukan skala gaji di **Lampiran A1 hingga A7** dan untuk **gaji pokok pekerja sementara** hendaklah tidak melebihi skala gaji yang ditetapkan di **Lampiran A2 & A3**. Manakala kadar-kadar imbuhan balik hendaklah tidak melebihi kadar yang ditetapkan di dalam **Lampiran A8**.
- 2.1.7 **Penyebut harga bertanggungjawab untuk memastikan semua maklumat yang diperlukan di dalam borang-borang di dalam Dokumen Pelawaan ini hendaklah diisi dengan lengkap tanpa membiarkannya kosong, terutamanya maklumat mengenai status kakitangan sama ada kakitangan tetap/ sementara, gaji pokok, faktor pengganda dan tempoh penglibatan (input masa-man month) bagi setiap kakitangan pasukan projek (sama ada di Cadangan Teknikal mahupun di Cadangan Kos). Kegagalan penyebut harga untuk melengkapkan maklumat tersebut akan mengakibatkan penyebut harga kehilangan markah di dalam proses penilaian Sebut Harga.**
- 2.1.8 Penyebut harga dikehendaki mematuhi semua arahan dan syarat di dalam Dokumen Pelawaan ini serta **tidak boleh mengenakan sebarang syarat-syarat tambahan ke atas LPB**.

2.2 Syarat-Syarat Penyerahan Cadangan Sebut Harga

- 2.2.1 Cadangan Sebut Harga yang dikemukakan oleh penyebut harga hendaklah menggunakan Bahasa Malaysia atau Bahasa Inggeris sahaja.
- 2.2.2 Penyebut harga hanya dibenarkan untuk mengemukakan satu Cadangan Sebut Harga sahaja. **LPB berhak membatalkan penyertaan mana-mana penyebut**

harga yang mengemukakan Cadangan Pilihan (*Alternative Offer*) di dalam sebut harga ini.

2.2.3 Tempoh sah laku Cadangan Sebut Harga hendaklah **90 hari kalendar dari tarikh tutup Sebut Harga iaitu pada 14 November 2019.**

2.2.4 **Penyebut harga hendaklah mengguna pakai semua borang yang disediakan di dalam Dokumen Pelawaan ini. Sekiranya ruang yang disediakan di dalam borang asal tidak mencukupi, penyebut harga dibenarkan mengemukakan borang tambahan. Walau bagaimanapun, borang tambahan tersebut hendaklah sama dengan format dalam borang asal. Satu (1) CD yang mengandungi soft copy bagi borang-borang tersebut turut disertakan bersama dengan Dokumen Pelawaan ini.**

2.2.5 Cadangan Sebut Harga yang diserahkan hendaklah mengandungi perkara-perkara berikut:

(i) **Cadangan Teknikal**

- (a) satu (1) **DOKUMEN ASAL** berbentuk *hard copy* dan satu (1) **DOKUMEN SALINAN** berbentuk *hard copy*.
- (b) Semua dokumen sokongan termasuk borang-borang yang telah lengkap diisi hendaklah dijilidkan bersama dengan Cadangan Teknikal secara *ring bounded* agar tersusun rapi dan tiada kecikiran maklumat.
- (c) Kedua-dua Cadangan Teknikal di atas hendaklah diikat bersekali dan dibalut dengan *brown paper* serta hendaklah ditandakan "Cadangan Teknikal" di sebelah kiri atas sampul berkenaan.

(ii) **Cadangan Kos**

- (a) satu (1) **DOKUMEN ASAL** berbentuk *hard copy* dan satu (1) **DOKUMEN SALINAN** berbentuk *hard copy*.
- (b) Semua dokumen sokongan termasuk borang-borang yang telah lengkap diisi hendaklah dijilidkan bersama dengan Cadangan Kos secara *ring bounded* agar tersusun rapi dan tiada kecikiran maklumat.
- (c) Kedua-dua Cadangan Kos di atas hendaklah diikat bersekali dan dibalut dengan *brown paper* serta hendaklah ditandakan "Cadangan Kos" di sebelah kiri atas sampul berkenaan.

- 2.2.6 Kedua-dua Cadangan Teknikal dan Cadangan Kos di atas hendaklah dimasukkan ke dalam satu sampul bersaiz besar/ kotak yang berlakri (*sealed*). Sampul/ kotak berkenaan hendaklah ditulis seperti berikut:

**“BLUEPRINT FOR BINTULU PORT DIGITALIZATION
(DETAILED ICT BLUEPRINT FOR SMART DIGITAL GREEN PORT)”**

(NO. SEBUT HARGA: LPB/600/Q19/2019)

No. Siri Dokumen Pelawaan:

LPB.400-5/3/1 (S) ()

Nota: XX adalah nombor yang akan diberikan oleh Urus Setia Perolehan kepada setiap penyebut harga yang diedarkan Dokumen Pelawaan ini. Nombor tersebut adalah berbeza bagi setiap perunding.

- 2.2.7 Penyebut harga hendaklah menghantar Cadangan Sebut Harga yang lengkap dan sempurna diisi secara **SERAHAN TANGAN** ke dalam Peti Sebut Harga yang disediakan sebelum tarikh dan waktu tutup sebut harga seperti di alamat berikut:

Seksyen Kewangan (Perolehan & Aset)

Lembaga Pelabuhan Bintulu

Tingkat 9, Menara Kidurong

KM12, Jalan Tanjung Kidurong

97007 Bintulu, Sarawak

- 2.2.8 Serahan Cadangan Sebut Harga secara pos atau kurier yang diterima selepas tarikh dan jam tutup Sebut Harga **TIDAK AKAN DIPERTIMBANGKAN**.
- 2.2.9 Serahan Cadangan Sebut Harga secara **e-mel/ faks TIDAK AKAN DIPERTIMBANGKAN**.
- 2.2.10 **LPB** tidak terikat untuk menerima Cadangan Sebut Harga yang terendah atau mana-mana Cadangan Sebut Harga atau memberi apa-apa sebab di atas penolakan tersebut. **LPB** juga berhak menerima keseluruhan atau sebahagian daripada Cadangan Sebut Harga dan keputusan **LPB** adalah muktamad.

2.3 **Format Cadangan Sebut Harga**

- 2.3.1 Cadangan Sebut Harga hendaklah mengandungi Cadangan Teknikal dan Cadangan Kos, di mana kedua-dua cadangan tersebut hendaklah dikemukakan dengan lengkap dan mematuhi format yang telah ditetapkan. Format Cadangan Sebut Harga yang telah ditetapkan adalah seperti berikut:

- (i) Cadangan Teknikal hendaklah mengandungi semua item di **Lampiran B1**; dan

(ii) Cadangan Kos hendaklah mengandungi semua item di **Lampiran C1**.

2.3.2 Semua Cadangan Kos yang dikemukakan oleh penyebut harga hendaklah menggunakan mata wang Ringgit Malaysia (RM) sahaja.

2.3.3 **Penyebut harga tidak perlu mengemukakan slip gaji di dalam Cadangan Kos sebagai dokumen sokongan bagi kakitangan yang dinamakan. Ini adalah kerana adalah memadai pengesahan yang akan ditandatangani oleh Penyebut harga mengesahkan bahawa maklumat yang dikemukakan adalah benar dan sahih. Sekiranya LPB mendapati maklumat yang dikemukakan oleh Penyebut harga adalah tidak benar dan diragui dan terbukti maklumat tersebut adalah palsu, Penyebut harga akan dikenakan tindakan berdasarkan Pekeliling Perbendaharaan Malaysia PK 8 di bawah Ketidakpatuhan dalam Perolehan Kerajaan sekali gus mengakibatkan tawaran projek ditarik balik.**

2.3.4 Walau bagaimanapun, LPB berhak untuk memohon Penyebut harga mengemukakan salinan caruman KWSP kakitangan yang dinamakan bagi kajian ini di sepanjang tempoh pelaksanaan.

2.3.5 Cadangan Kos penyebut harga akan disemak semula oleh pihak LPB bagi sebarang kesilapan aritmetik di dalam pengiraan yang dikemukakan. LPB juga berhak membuat pelarasan sekiranya didapati gaji/ faktor pengganda/kadar imbuhan balik yang dikemukakan oleh penyebut harga di dalam Cadangan Kos melebihi kadar-kadar yang telah ditetapkan di Lampiran A1-A7.

2.4 Cukai Jualan dan Cukai Perkhidmatan (CJCP)

2.4.1 Kerajaan memutuskan untuk melaksanakan Cukai Jualan dan Cukai Perkhidmatan (CJCP) bagi menggantikan Cukai Barang dan Perkhidmatan (GST) mulai 01 September 2018 [Akta 807].

2.4.2 Sehubungan itu, perolehan LPB juga adalah tertakluk kepada dasar kenaaan CJCP.

2.4.3 Cukai Perkhidmatan adalah dikenakan dan dilevikan ke atas mana-mana perkhidmatan yang ditetapkan oleh Kerajaan di bawah Akta Cukai Perkhidmatan 2018 dan peraturan semasa yang berkuat kuasa.

2.4.4 **Semua tawaran harga oleh penyebut harga hendaklah dikemukakan dengan dinyatakan harga tawaran perkhidmatan TANPA Cukai Perkhidmatan.**

2.4.5 Penyebut harga hendaklah memaklumkan kepada **LPB** pada bila-bila masa setelah berdaftar dengan Jabatan Kastam Diraja Malaysia (JKDM) supaya Cukai Perkhidmatan boleh dibayar oleh **LPB**.

- 2.4.6 Kegagalan atau kelewatan penyebut harga untuk memaklumkan kepada **LPB** mengenai status pendaftaran dengan JKDM akan menyebabkan penyebut harga perlu menanggung CJCP dan tidak layak menuntut apa-apa bayaran daripada **LPB**.
- 2.4.7 Sekiranya penyebut harga berjaya adalah berdaftar dengan CJCP dengan JKDM, **LPB** akan mengeluarkan Surat Setuju Terima (SST)/ Pesanan Belian/Kerja (LO) kepada penyebut harga dengan tawaran harga termasuk CJCP.

2.5 Faktor Pengganda Perunding

- 2.5.1 Penyebut harga hendaklah memastikan faktor pengganda yang ditawarkan tidak melebihi kadar maksimum yang telah ditetapkan di dalam **Lampiran A4**.
- 2.5.2 **LPB** berhak membuat pelarasan semula sekiranya didapati kadar faktor pengganda yang ditawarkan oleh penyebut harga melebihi kadar yang dibenarkan.

2.6 Imbuhan Balik Perunding

- 2.6.1 Item-item imbuhan balik yang dibenarkan bagi kajian ini adalah terhad seperti berikut:
- (i) Tiket Penerbangan Tempatan/ Antarabangsa;
 - (ii) Lain-lain Perbelanjaan Berkaitan Dengan Perjalanan;
 - (iii) Tuntutan Perjalanan Kenderaan (*Mileage Claims*);
 - (iv) Tambang Teksi;
 - (v) Sewa Kenderaan;
 - (vi) Elaun Penginapan dan Sara Hidup;
 - (vii) Kos Perhubungan;
 - (viii) Kos Dokumentasi Dan Penyediaan Laporan;
 - (ix) Aset Projek; dan
 - (x) Kos Bagi Menjalankan Kajian Selidik.
- 2.6.2 Penyebut harga hendaklah memastikan tuntutan imbuhan balik melalui perenggan 2.6.1 di atas tidak melebihi kadar-kadar maksimum yang telah ditetapkan di dalam **Lampiran A8**.
- 2.6.3 **LPB** berhak membuat pelarasan semula sekiranya didapati item dan kadar imbuhan balik yang ditawarkan oleh penyebut harga melebihi kadar yang dibenarkan.

2.7 Skala Gaji Pemilik Atau Kakitangan Sementara Firma

- 2.7.1 Penyebut harga hendaklah memastikan skala gaji kakitangan sementara yang ditawarkan tidak melebihi kadar maksimum yang telah ditetapkan di dalam **Lampiran A1 – A3**.
- 2.7.2 **LPB** berhak membuat pelarasan semula sekiranya didapati kadar skala gaji yang ditawarkan oleh penyebut harga melebihi kadar yang dibenarkan.
- 2.7.3 Penyebut harga hendaklah memastikan senarai kakitangan yang dinamakan bagi kajian ini tidak boleh ditukar sepanjang tempoh pelaksanaan kecuali telah mendapat kebenaran **LPB**.

3.0 TERMA RUJUKAN

Penyebut harga bertanggungjawab untuk melaksanakan kajian dan mengemukakan *Deliverables* berdasarkan terma rujukan seperti di **Lampiran D**.

4.0 KRITERIA PENILAIAN

- 4.1 Penilaian ke atas Cadangan Sebut Harga akan dilaksanakan berdasarkan kriteria-kriteria di **Lampiran E**.

4.2 Pengiklanan Semula Oleh Penyebut harga

Tiada maklumat mengenai Sebut Harga ini boleh disiarkan di dalam sebarang akhbar, majalah atau medium pengiklanan yang terkini melainkan jika pengiklanan itu telah pun dihantar dan diluluskan oleh **LPB** terlebih dahulu.

4.3 Tindakan Tatatertib

- 4.3.1 Surat Pekeliling Perbendaharaan (SPP) Bilangan 6 Tahun 2010 – Tindakan Tatatertib Ke Atas Syarikat Dan Firma Perunding Yang Berdaftar Dengan Kementerian Kewangan; telah menyatakan dengan jelas akan kesalahan-kesalahan dan juga tindakan tatatertib yang boleh diambil ke atas firma perunding.

- 4.3.2 Tindakan-tindakan tatatertib ini termasuklah:

- (i) Surat Amaran;
- (ii) Batal Kod Bidang;
- (iii) Gantung Pendaftaran;
- (iv) Batal Pendaftaran; dan
- (v) Pemilik Modal/Ahli Lembaga Pengarah Firma Perunding Disenarai Hitam

- 4.3.3 Tanpa prejudis kepada tindakan-tindakan lain, tindakan tatatertib boleh diambil sekiranya didapati firma perunding yang berdaftar dengan Kementerian Kewangan terlibat dengan mana-mana kesalahan yang dinyatakan di dalam pekeliling tersebut.

5.0 PERINGATAN MENGENAI KESALAHAN RASUAH

- 5.1 Sebarang perbuatan atau percubaan rasuah untuk menawar atau memberi, meminta atau menerima apa-apa suapan secara rasuah kepada dan daripada mana-mana orang berkaitan perolehan ini merupakan suatu kesalahan jenayah di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) 2009 (Akta 694).
- 5.2 Sekiranya mana-mana pihak ada menawar atau memberi apa-apa suapan kepada mana-mana anggota Pentadbiran Awam, maka pihak yang ditawarkan atau diberi suapan dikehendaki membuat aduan dengan segera ke Pejabat SPRM atau Balai Polis yang berhampiran. Kegagalan berbuat demikian adalah merupakan suatu kesalahan di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) 2009 (Akta 694).
- 5.3 Tanpa prejudis kepada tindakan-tindakan lain, tindakan tatatertib terhadap anggota Perkhidmatan Awam dan menyenaraihitamkan perunding boleh diambil sekiranya pihak-pihak terlibat dengan kesalahan rasuah di bawah Akta Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) 2009 (Akta 694).
- 5.4 **MANA-MANA PERUNDING YANG MEMBUAT TUNTUTAN BAYARAN BERKAITAN PEROLEHAN INI WALAUPUN TIADA KERJA DIBUAT ATAU TIADA PERKHIDMATAN DIBERI DAN MANA-MANA ANGGOTA PERKHIDMATAN AWAM YANG MENGESAHKAN TUNTUTAN BERKENAAN ADALAH MELAKUKAN KESALAHAN DI BAWAH AKTA SURUHANJAYA PENCEGAHAN RASUAH MALAYSIA (SPRM) 2009 (AKTA 694).**
- 5.5 Satu klausa mengenai rasuah akan dimasukkan di dalam perjanjian perkhidmatan perunding yang akan ditandatangani antara penyebut harga yang berjaya dengan pihak LPB. Klausa tersebut adalah seperti berikut:-

“TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES

- (a) *Without prejudice to any other rights of the Authority (Bintulu Port Authority), if the CE (engineering consultancy firm named in the Recitals of this Agreement), its personnel, servants or employees, is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Agreement or any other agreement that the CE may have with the Authority, the Authority shall be entitled to terminate this Agreement at any time by giving immediate written notice to that effect to the CE.*
- (b) *Upon such termination –*
- (i) *clauses 10.4(b) and (c) shall apply; and*

- (ii) *the Authority shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Authority arising from such termination.*

Klausula 10.4(b) dan (c) adalah seperti berikut:-

“10.4 Consequences of Termination by the Authority

- (a) *Upon termination of this Agreement under clause 10.1, 10.2 or 10.3 the powers and rights granted by and the obligations in this Agreement shall terminate immediately.*
- (b) *The CE shall hence forth –*
 - (i) *cease all the Services;*
 - (ii) *submit to the Authority the detailed reports of the costs of the Services and other payments which has become due and owing from the Authority prior to the termination for verification and approval by the Authority;*
 - (iii) *at no cost, hand over all plans, drawings, reports, records, documents, specifications and similar materials to the Authority save and except its own working papers and archival copy of any advice, reports or opinion of which are retained to support any advise opinion or report that the CE may provide; and*
 - (iv) *allow a third party to enter into an agreement with the Authority or any person deemed necessary by the Authority for the purpose of carrying out or completing the Services.*
- (c) *The Authority shall hence forth –*
 - (i) *be entitled to claim against the CE for any losses and/or damages suffered as a result of the termination; and*
 - (ii) *be entitled to appoint another consultant to perform the Services and the CE shall pay to the Authority all cost and expenses incurred by the Authority in completing the Services in excess of the costs and expenses which would have been paid to the CE to complete the Services had this Agreement not been terminated.”*

6.0 SURAT SETUJU TERIMA

- 6.1 Penyebut harga yang berjaya akan dimaklumkan melalui Surat Setuju Terima (SST). Penyebut harga yang berjaya adalah terikat dengan tempoh dan skop perkhidmatan yang telah ditetapkan di dalam Surat Setuju Terima yang telah ditandatangani oleh kedua-dua pihak.
- 6.2 Penyerahan semula SST yang telah ditandatangani oleh penyebut harga adalah tidak melebihi empat belas (14) hari kalendar selepas penerimaan SST oleh penyebut harga. Kegagalan penyebut harga menyerah kembali SST yang telah ditandatangani dalam tempoh empat belas (14) hari boleh mengakibatkan pembatalan SST oleh **LPB**.

7.0 DOKUMEN PERJANJIAN PERKHIDMATAN PERUNDING

- 7.1 SST adalah dianggap sebagai dokumen perundangan yang sah dan merupakan sebahagian daripada dokumen perjanjian antara **LPB** dan penyebut harga yang berjaya sehingga Dokumen Perjanjian rasmi dimeterai oleh kedua-dua pihak.
- 7.2 Semua syarat yang terkandung di dalam dokumen SEBUT HARGA adalah merupakan sebahagian daripada perjanjian yang akan ditandatangani di antara **LPB** dan penyebut harga yang berjaya. Penyebut harga yang berjaya dikehendaki menandatangani perjanjian dengan pihak **LPB** dan membayar segala ganti rugi jika tidak memenuhi syarat-syarat perjanjian.
- 7.3 Format perjanjian yang akan digunakan antara pihak **LPB** dan penyebut harga berjaya bagi kajian ini adalah berdasarkan format perjanjian piawai Form CSA2014-Engineering (incl. SOF 1998) seperti di **Lampiran F**.
- 7.4 Walau bagaimanapun, klausa-klausa di dalam dokumen perjanjian tersebut akan disemak dan dipinda dengan memasukkan klausa tambahan mengenai Liquidated & Ascertained Damages (LAD) selepas Sebut Harga ditawarkan kepada penyebut harga yang berjaya untuk ditandatangani.

8.0 PENGENAAN GANTI RUGI TERTENTU & DITETAPKAN (LIQUIDATED & ASCERTAINED DAMAGES - LAD) KEPADA PERUNDING BAGI PROJEK/ KAJIAN LPB

- 8.1 LAD boleh dikenakan ke atas penyebut harga yang berjaya sekiranya melibatkan kelewatan penyerahan deliverables mengikut tempoh/ tarikh akhir yang telah dipersetujui bersama.
- 8.2 Pengenaan LAD kepada penyebut harga yang berjaya adalah dibuat melalui pemotongan bayaran kemajuan perkhidmatan perunding berdasarkan formula yang telah ditetapkan oleh Lembaga Pelabuhan Bintulu seperti berikut:

$$\text{LAD} = \frac{\text{Base Lending Rate (BLR)}}{100} \times \frac{\text{Consulting Fees}^*}{365}$$

(subject to a minimum of RM100 per day)

*Consulting Fees (Yuran Perunding) ditakrifkan sebagai kos perkhidmatan perunding ditolak kos imbuhan balik.

- 8.3 Lembaga Pelabuan Bintulu tidak akan mempertimbangkan mana-mana cadangan/kaedah/ formula lain bagi pengiraan LAD sebagaimana dinyatakan di atas.
- 8.4 Kadar BLR adalah pada kadar tarikh SST ditandatangani oleh kedua-dua pihak. Kadar tersebut adalah berdasarkan kadar yang dikeluarkan oleh Bank Negara Malaysia.

9.0 SUMBER-SUMBER RUJUKAN ATAU BAHAN BACAAN

- 9.1 Penyebut harga hendaklah merujuk kepada Manual Perolehan Perkhidmatan Perunding (MPPP) Edisi 2011 (Pindaan Kedua) yang telah diterimapakai oleh **LPB**.
- 9.2 MPPP Edisi 2011 (Pindaan Kedua) ini boleh dimuat turun dari laman web LPB di [http://www.bpa.gov.my/web/home/Sebut Harga/177/](http://www.bpa.gov.my/web/home/Sebut%20Harga/177/).

10.0 ADDENDUM

- 10.1 Sebelum tarikh akhir bagi penyerahan sebut harga, **LPB** boleh mengeluarkan Addenda untuk menerangkan atau membetulkan sebahagian atau keseluruhan Dokumen Pelawaan. Setiap addendum akan diedarkan kepada semua penyebut harga dan akan menjadi sebahagian daripada Dokumen Pelawaan dan sebut harga yang diterima semasa penyerahan akan disifatkan sebagai berdasarkan pada huraian, ubahsuaian atau perluasan kepada dokumen asal yang mengandunginya. Penerimaan setiap addenda mestilah disahkan.
- 10.2 Kegagalan penyebut harga untuk mengesahkan penerimaan setiap addenda akan mengakibatkan cadangannya ditolak.

LAMPIRAN A1**SKALA GAJI MAKSIMUM PENGARAH (PEMILIK FIRMA)/ RAKAN KONGSI (SHAREHOLDERS)**

TAHUN PENGALAMAN	KADAR GAJI (RM)
5	6,000
6	6,300
7	6,600
8	6,900
9	7,200
10	7,500
11	7,800
12	8,100
13	8,400
14	8,700
15	9,000
16	9,300
17	9,600
18	9,900
19	10,200
20	10,500
21	10,800
22	11,100
23	11,400
24	11,700
25	12,000
26	12,300
27	12,600
28	12,900
29	13,200
30	13,500
31 dan ke atas	13,800

LAMPIRAN A2

**SKALA GAJI POKOK MAKSIMUM KAKITANGAN IKHTISAS
(KAKITANGAN SEMENTARA – IJAZAH SARJANA MUDA DAN KE ATAS)**

TAHUN PENGALAMAN	KADAR GAJI POKOK (RM) (Sebelum 01 Januari 2015)	KADAR GAJI POKOK (RM) (Mulai 01 Januari 2015)
Kurang setahun	2,900	3,335
1	3,000	3,450
2	3,150	3,623
3	3,300	3,795
4	3,450	3,968
5	4,000	4,600
6	4,200	4,830
7	4,400	5,060
8	4,600	5,290
9	4,800	5,520
10	5,800	6,670
11	6,100	7,015
12	6,400	7,360
13	6,700	7,705
14	7,000	8,050
15	7,300	8,395
16	7,600	8,740
17	7,900	9,085
18	8,200	9,430
19	8,500	9,775
20	9,000	10,350
21	9,300	10,695
22	9,600	11,040
23	9,900	11,385
24	10,200	11,730
25	11,200	12,880
26	11,700	13,455
27	12,200	14,030
28	12,700	14,605
29	13,200	15,180
30 dan ke atas	14,200	16,330

LAMPIRAN A3

**SKALA GAJI MAKSIMUM KAKITANGAN SEPARA IKHTISAS/ CLERK OF WORK¹ - COW
(KAKITANGAN SEMENTARA)**

TAHUN PENGALAMAN	KADAR GAJI 1 (TANPA DIPLOMA) (Sebelum 01 Januari 2015)	KADAR GAJI 1 (TANPA DIPLOMA)² (Mulai 01 Januari 2015)	KADAR GAJI 2 (DENGAN DIPLOMA) (Sebelum 01 Januari 2015)	KADAR GAJI 2 (DENGAN DIPLOMA)³ (Mulai 01 Januari 2015)
Kurang setahun	1,800	2,250	2,100	2,625
1	1,890	2,363	2,190	2,738
2	1,980	2,475	2,280	2,850
3	2,070	2,588	2,370	2,963
4	2,160	2,700	2,460	3,075
5	2,250	2,813	2,550	3,188
6	2,340	2,925	2,640	3,300
7	2,430	3,038	2,730	3,413
8	2,520	3,150	2,820	3,525
9	2,610	3,263	2,910	3,638
10	2,700	3,375	3,000	3,750
11	2,830	3,538	3,300	4,125
12	2,930	3,663	3,400	4,250
13	3,030	3,788	3,500	4,375
14	3,130	3,913	3,600	4,500
15	3,230	4,038	3,700	4,625
16	3,330	4,163	3,800	4,750
17	3,430	4,288	3,900	4,875
18	3,530	4,413	4,000	5,000
19	3,630	4,538	4,100	5,125
20	3,730	4,663	4,200	5,250
21	3,880	4,850	4,600	5,750
22	4,000	5,000	4,720	5,900
23	4,120	5,150	4,840	6,050
24	4,240	5,300	4,960	6,200
25	4,360	5,450	5,080	6,350
26	4,480	5,600	5,200	7,080
27	4,600	5,750	5,320	7,280
28	4,720	5,900	5,440	7,470
29	4,840	6,050	5,560	7,670
30 dan ke atas	4,960.00	6,200	5,680.00	7,860

¹ Jadual di atas adalah untuk Clerk of Work (COW) dan bukannya untuk kerani pentadbiran. Kerani pentadbiran adalah tidak dibenarkan dituntut oleh perunding dan perlu ditanggung sendiri oleh perunding kerana sebahagiannya telah dimasukkan di dalam komponen Faktor Pengganda.

² Tanpa Diploma adalah bermaksud kakitangan yang memiliki kelayakan sama ada Sijil Politeknik atau setara/STPM/SPM.

³ Dengan Diploma adalah bermaksud kakitangan yang memiliki kelayakan Diploma yang diiktiraf oleh Jabatan Perkhidmatan Awam.

LAMPIRAN A4**FAKTOR PENGGANDA (FP) MAKSIMUM PERUNDING BAGI PENETAPAN YURAN SECARA KAEDAH
INPUT MASA**

	KATEGORI KAKITANGAN/PERUNDING	FAKTOR PENGKANDA	PERINCIAN KOMPONEN
A	PERUNDING TEMPATAN		
1	Kakitangan Ikhtisas Firma Yang Dilantik (kakitangan tetap/sementara)	2.7	Jadual 1 di Lampiran A5
2	Kakitangan Separa Ikhtisas/ Sokongan Teknikal Firma Yang Dilantik (kakitangan tetap/ sementara)	2.1	Jadual 2 di Lampiran A6
3	Semua Kategori Tenaga Pengajar Universiti Awam/Swasta	2.2	Jadual 3 di Lampiran A7
B	PERUNDING ASING		
4	Perunding Asing ⁴ yang dioutsource oleh firma	1.0	Jadual 4 di Lampiran A7

⁴ Takrifan perunding asing hendaklah dirujuk kepada **perenggan 20.0** dalam MPPP Edisi 2011 (Pindaan Kedua)

LAMPIRAN A5

JADUAL 1: KOMPONEN FP BAGI KAKITANGAN IKHTISAS FIRMA

<i>Component for Multiplier</i>	<i>Component Ration</i>
A. Benefits of Named Employee	
Salary	1.00
Bonus, Allowance, Perks & Leave	0.37
EPF/SPF	0.11
SOCSSO	0.01
Training	0.02
Subscription to professional bodies, permits and licenses	0.05
Health and medical benefits	0.03
Retirement/superannuation funds	0.03
B. Firm's Overhead	
Rental	0.10
Group Insurance	0.05
Utilities and office supplies	0.05
IT hardware/ network	0.03
Software	0.04
Systems (e.g. ISO, library)	0.02
Professional services including secretarial, audit and legal	0.04
Salaries of non-billable staff including administrative/directors	0.20
Research and development	0.02
Depreciation/amortization	0.07
Cost of capital	0.10
Profit before tax	0.20
Others	0.16
TOTAL	2.70

LAMPIRAN A6

JADUAL 2: KOMPONEN FP BAGI KAKITANGAN SEPARA IKHTISAS/ SOKONGAN TEKNIKAL FIRMA

<i>Component for Multiplier</i>	<i>Component Ration</i>
A. Benefits of Named Employee	
Salary	1.00
Bonus, Allowance, Perks & Leave	0.37
EPF/SPF	0.11
SOCSSO	0.01
Training	0.02
Health and medical benefits	0.03
B. Firm's Overhead	
Rental	0.10
Group Insurance	0.05
Utilities and office supplies	0.05
IT hardware/ network	0.03
Software	0.04
Systems (e.g. ISO, library)	0.02
Professional services including secretarial, audit and legal	0.04
Salaries of non-billable staff including administrative/directors	0.20
Depreciation/amortization	0.07
Cost of capital	0.10
Profit before tax	0.20
Others	0.16
TOTAL	2.10

LAMPIRAN A7

JADUAL 3 : KOMPONEN FP BAGI SEMUA KATEGORI TENAGA PENGAJAR UNIVERSITI AWAM/ SWASTA

<i>Component for Multiplier</i>	<i>Component Ration</i>
A. Benefits of Named Employee	
Salary	1.00
Incentive & Leave	0.50
Research & Development	0.05
B. University Consultancy Bureau's fee	0.30
C. Firm's Overhead	
Utilities and office supplies	0.05
IT hardware	0.03
Profit	0.20
Others	0.07
TOTAL	2.20

JADUAL 4: KOMPONEN CHARGE RATE BAGI PERUNDING ASING

<i>Component for Charge Rate</i>
1. Salary
2. Social Charges
3. Overhead
4. Consultant's Fee
5. Other Costs
6. Leave
TOTAL = 1.00

LAMPIRAN A8

TUNTUTAN KOS IMBUHAN BALIK PERUNDING YANG DIBENARKAN

BUTIRAN		ASAS DAN KADAR BAYARAN
A	KOS PENGANGKUTAN/ PERJALANAN	
A1	Tiket Penerbangan Tempatan/ Antarabangsa	1. Jumlah penerbangan hendaklah dihadkan kepada bilangan yang perlu sahaja, mengikut tugas khusus setiap perunding. Bagi tujuan ini Jadual Tugas (<i>manning schedule</i>) yang disediakan oleh perunding bolehlah dijadikan panduan bagi penetapan had jumlah penerbangan. 2. Pakar perunding asing yang semasa melaksanakan tugasnya dan perlu menginap di negara ini bagi tempoh 12 bulan atau lebih secara terus menerus, boleh dibenarkan membawa isteri dan tiga (3) orang anak yang berumur di bawah 18 tahun dengan syarat tempoh penginapan mereka di negara ini tidak kurang dari 3 bulan. Bagi tugas yang menjangkau tempoh 30 bulan secara terus menerus, perunding asing ini dibenarkan tambahan satu (1) penerbangan pergi-balik termasuk isteri dan tiga (3) orang anak mereka selepas menyempurnakan tempoh perkhidmatan 24 bulan. 3. Penerbangan hendaklah dihadkan kepada kelas ekonomi sahaja. Penerbangan hendaklah menggunakan jalan paling dekat (<i>the most direct route</i>) dan tambang termurah dengan menggunakan perkhidmatan syarikat penerbangan tempatan yang telah diluluskan oleh LPB dari semasa ke semasa. 4. Bayaran adalah bagi penerbangan pergi balik (<i>local/or international-bound flights</i>) mengikut kadar tambang sebenar yang dikenakan oleh syarikat penerbangan berkenaan. Sekiranya terdapat diskaun pada harga pembelian (promosi dan sebagainya), harga diskaun tersebut hendaklah digunakan bagi tujuan pembayaran.

BUTIRAN		ASAS DAN KADAR BAYARAN
A2	Lain-lain Perbelanjaan Berkaitan Dengan Perjalanan	1. Lain-lain perbelanjaan yang berkaitan dengan para A1 boleh dibenarkan termasuk perbelanjaan tambang teksi dari rumah ke lapangan terbang (<i>vice-versa</i>), bayaran visa, permit perjalanan, tol, parkir dan lain-lain. 2. Kadar bayaran hendaklah mengikut kadar sebenar (<i>bill</i>) bagi setiap butiran. 3. Bagi tuntutan tol yang menggunakan Touch & Go dan Smart Tag, perunding tidak perlu mengemukakan resit, sebaliknya adalah memadai tuntutan tersebut dikemukakan bersama dengan surat-surat panggilan mesyuarat. Kadar tol boleh disemak melalui laman web pemegang konsesi lebuh raya (contohnya: PLUS, MEX dan lain-lain).
A3	Tuntutan Perjalanan Kenderaan (<i>Mileage Claims</i>)	1. Perunding dibenarkan menggunakan kenderaan sendiri dan membuat tuntutan perjalanan bagi tugas-tugas rasmi yang dibuat semasa pelaksanaan projek. Kemudahan ini perlu dihadkan kepada perjalanan jarak dekat sahaja, manakala bagi perjalanan jarak jauh perunding digalakkan menggunakan kemudahan pengangkutan awam yang mana lebih menjimatkan. 2. Perunding yang telah disediakan kemudahan kenderaan atau menyewa kenderaan, tidak dibenarkan untuk membuat tuntutan perjalanan kenderaan. 3. Tuntutan <i>mileage</i> perjalanan hendaklah tertakluk kepada kadar sebagaimana ditetapkan dalam peraturan semasa yang dikeluarkan oleh Kementerian Kewangan. 4. Perunding yang menggunakan kenderaan sendiri untuk bertugas di satu tempat sahaja yang jaraknya melebihi 240 km daripada Ibu Pejabatnya dan terdapat perkhidmatan terus kapal terbang atau kereta api layak menuntut tambang gantian mengikut kadar tambang pengangkutan yang sesuai dengan kelayakannya, iaitu Tambang Gantian tersebut hendaklah bersamaan dengan tambang kapal terbang atau kereta api, mengikut mana yang berkenaan dengan syarat

BUTIRAN		ASAS DAN KADAR BAYARAN						
		dinyatakan di dalam baucar tuntutan yang ia telah menggunakan kenderaannya sendiri; dan 5. Perunding yang menuntut Tambang Gantian tidak layak menuntut apa-apa tambang atau bayaran tambahan yang bersabit dengan perjalanan kapal terbang atau kereta api seperti tambang dari rumah ke lapangan terbang/stesen kereta api dan sebaliknya, tambang dari lapangan terbang/stesen kereta api ke tempat penginapan dan sebaliknya, bayaran Cukai Lapangan Terbang atau bayaran tempat tidur dalam kereta api (<i>berth charges</i>).						
A4	Tambang Teksi	1. Perunding dibenarkan menuntut tambang teksi mengikut keperluan projek. 2. Walau bagaimanapun, LPB akan memastikan tuntutan ini tidak bertindih dengan tuntutan perjalanan kenderaan seperti di A3. 3. Anggaran tuntutan tambang teksi hendaklah tidak melebihi RM1,000 sebulan.						
A5	Sewa Kenderaan	1. Sewaan kenderaan hanya dibenarkan sekiranya terdapat keperluan khusus mengikut kesesuaian projek dan mendapat persetujuan LPB terlebih dahulu. 2. Jenis kenderaan adalah meliputi kereta, van, pacuan empat roda, bot, helikopter dan sebagainya mengikut kesesuaian dan keperluan projek. 3. Sewaan kenderaan boleh meliputi elaun pemandu, kos bahan api, kos penyelenggaraan dan sebagainya bergantung kepada rundingan yang diadakan, sebut harga bolehlah diminta untuk menentukan kos sewaan sebenar. 4. Bagi tujuan anggaran, kadar berikut (termasuk elaun pemandu, bahan api, penyelenggaraan dan sebagainya) hendaklah berdasarkan kadar maksimum berikut: <table><tr><td>Kereta</td><td>RM1,800 – RM3,500 sebulan</td></tr><tr><td>Pacuan 4 roda</td><td>RM3,500 – RM6,000 sebulan</td></tr><tr><td>Van</td><td>Kadar sebenar</td></tr></table>	Kereta	RM1,800 – RM3,500 sebulan	Pacuan 4 roda	RM3,500 – RM6,000 sebulan	Van	Kadar sebenar
Kereta	RM1,800 – RM3,500 sebulan							
Pacuan 4 roda	RM3,500 – RM6,000 sebulan							
Van	Kadar sebenar							

BUTIRAN		ASAS DAN KADAR BAYARAN																									
		Helikopter	Kadar sebenar																								
		Bot	Kadar sebenar																								
B	ELAUN PENGINAPAN DAN SARA HIDUP																										
B1	Perunding Tempatan	1. Bagi perunding yang menjalankan tugas rasmi di luar kawasan yang (melebihi 25 km dari ibu pejabat firma) dan perlu menginap layak menuntut bayaran sewa hotel yang disokong dengan resit atau elaun lojing mengikut kadar-kadar seperti dalam jadual di bawah: <table><tr><th rowspan="2"></th><th colspan="2">Ikhtisas</th><th colspan="2">Separa Ikhtisas</th></tr><tr><th>S.M'sia (RM)</th><th>Sbh/Swk (RM)</th><th>S.M'sia (RM)</th><th>Sbh/Swk (RM)</th></tr><tr><td>Hotel</td><td>250</td><td>270</td><td>190</td><td>210</td></tr><tr><td>Lojing</td><td>60</td><td>80</td><td>40</td><td>60</td></tr><tr><td>Elaun Makan</td><td>60</td><td>80</td><td>40</td><td>60</td></tr></table> 2. Kadar sewa hotel di atas adalah merupakan kadar maksimum yang dibenarkan. Bayaran kepada perunding hendaklah mengikut kadar sebenar yang dikenakan oleh pihak hotel, tertakluk kepada had maksimum yang ditetapkan. Sebagai tambahan kepada kadar berkenaan, perunding juga layak menuntut apa-apa cukai yang perlu dibayar berkaitan dengan sewaan hotel tersebut. 3. Bagi perunding yang menjalankan tugas di luar pejabat bagi tempoh yang melebihi 8 jam tetapi tidak mencapai tempoh 24 jam, mereka boleh dibayar elaun harian dengan kadar separuh daripada kelayakan elaun makan mereka. 4. LPB akan menasihati perunding agar mendapatkan kadar promosi/<i>internet rate</i> bagi penginapan hotel.			Ikhtisas		Separa Ikhtisas		S.M'sia (RM)	Sbh/Swk (RM)	S.M'sia (RM)	Sbh/Swk (RM)	Hotel	250	270	190	210	Lojing	60	80	40	60	Elaun Makan	60	80	40	60
	Ikhtisas		Separa Ikhtisas																								
	S.M'sia (RM)	Sbh/Swk (RM)	S.M'sia (RM)	Sbh/Swk (RM)																							
Hotel	250	270	190	210																							
Lojing	60	80	40	60																							
Elaun Makan	60	80	40	60																							
B3	Perunding Asing	1. Perunding asing boleh dibayar elaun <i>per diem</i> bagi tujuan menampung perbelanjaan penginapan dan sara hidup semasa menjalankan tugas di negara ini untuk tempoh tidak melebihi 3 bulan. Elaun ini dikira mulai dari hari pertama beliau tiba sehingga ke hari berlepas pulang selepas menyempurnakan tugas rasmi beliau dalam tempoh tersebut.																									

BUTIRAN		ASAS DAN KADAR BAYARAN						
		2. Kadar elaun <i>per diem</i> adalah seperti berikut: <table><tr><th>Tempoh</th><th>S.M'sia/Sabah/Sarawak (RM)</th></tr><tr><td>60 hari yang pertama</td><td>310 sehari</td></tr><tr><td>Hari-hari yang berikut</td><td>170 sehari</td></tr></table> 3. Dalam keadaan di mana perunding asing perlu berada di Negara ini untuk satu jangka masa yang panjang, kaedah yang lebih menjimatkan hendaklah digunakan sebagai alternatif kepada bayaran elaun <i>per diem</i>. Umpamanya, pihak agensi boleh menyediakan tempat tinggal dengan membayar sewa dan kos utiliti yang berkaitan. Pada kebiasaannya, ditetapkan secara rundingan. 4. Bagi perunding asing yang dikehendaki menjalankan tugas di luar daripada pejabat/tempat tinggal yang disediakan kepadanya, beliau boleh menuntut bayaran penginapan, perjalanan dan sebagainya mengikut kadar seperti yang dibenarkan kepada perunding tempatan. 5. Walau bagaimanapun, beliau tidak layak menerima elaun sara hidup kerana ia sudah termasuk di dalam elaun per diem yang diberikan.	Tempoh	S.M'sia/Sabah/Sarawak (RM)	60 hari yang pertama	310 sehari	Hari-hari yang berikut	170 sehari
Tempoh	S.M'sia/Sabah/Sarawak (RM)							
60 hari yang pertama	310 sehari							
Hari-hari yang berikut	170 sehari							
C	Kos Perhubungan	1. Termasuk perbelanjaan telefon, faks, emel dan perkhidmatan penghantaran (pos, kurier dsb). Kos yang dibenarkan hendaklah mengambil kira faktor-faktor seperti tempoh pelaksanaan projek, kompleksiti projek dan keperluan perhubungan dalam dan luar negeri. 2. Kadar bayaran hendaklah berdasarkan bil sebenar setiap butiran berkaitan. Jumlah keseluruhan bagi kos perhubungan tertakluk kepada had bayaran maksimum sebanyak RM 1,500 sebulan. 3. Bayaran boleh dibenarkan secara <i>lump sum</i> di mana perunding tidak perlu mengemukakan bil bagi maksud						

BUTIRAN		ASAS DAN KADAR BAYARAN
		pembayaran tertakluk kepada rundingan tetapi tidak melebihi RM750 sebulan.
D	Kos Dokumentasi Dan Penyediaan Laporan	1. Meliputi perbelanjaan bagi penyediaan dan percetakan dokumen atau laporan dan lain-lain berkaitan. 2. Jenis, kualiti dan bilangan laporan yang dikehendaki perlu dinyatakan secara jelas di dalam Terma Rujukan projek/kajian Lembaga Pelabuhan Bintulu. Selain itu, saiz dokumen atau bilangan pelan yang perlu disertakan (di mana berkenaan) perlu juga diambil kira dalam penentuan kos ini. 3. Kos dokumentasi boleh juga ditentukan mengikut harga dokumen yang digunakan atau aktiviti yang terlibat seperti fotostat, lukisan, penjilidan dan lain-lain. Kadar hendaklah berdasarkan bil sebenar daripada syarikat percetakan atau pembekal di mana berkenaan. 4. Bagi dokumen yang memerlukan ciri khusus dari segi jenis (<i>hardcopy/softcopy</i>), warna, saiz dan bilangan, kadar hendaklah berdasarkan bil sebenar dengan persetujuan dan pengesahan LPB. 5. Bagi dokumen yang disiapkan sendiri oleh perunding, kadar boleh ditetapkan mengikut kadar pasaran semasa. Harga pasaran semasa telah pun mengambil kira keperluan percetakan seperti kertas, toner, <i>binding</i> dan sebagainya. 6. Bagi laporan projek pembangunan fizikal yang perlu disertakan dengan model atau dalam bentuk multimedia dsb, kadar hendaklah berdasarkan bil sebenar dengan persetujuan dan pengesahan LPB. 7. Bagi pelan yang perlu dikemukakan untuk kelulusan pihak berkuasa tempatan dan dikenakan bayaran, perunding boleh mengemukakan tuntutan tersebut berdasarkan bil sebenar.
E	Aset Projek	1. Pembelian aset termasuk peralatan dan kelengkapan projek tidak dibenarkan. Firma perunding yang dilantik

BUTIRAN	ASAS DAN KADAR BAYARAN
	sepatutnya mempunyai peralatan dan kemudahan asas yang mencukupi bagi mengendalikan projek Kerajaan. Ini bagi mengelakkan bayaran dua kali di mana kos ini merupakan sebahagian daripada <i>overhead</i> firma dan telah diambil kira dalam faktor pengganda. 2. Dalam keadaan yang amat memerlukan, peralatan dan kelengkapan projek hendaklah diperolehi (melalui pembelian atau sewaan) dan mesti diurus oleh LPB mengikut tatacara perolehan yang berkuatkuasa dan dihadkan kepada jumlah yang diperlukan bagi maksud pelaksanaan projek berkenaan sahaja. Perunding perlu memulangkan semula semua aset dan peralatan ini kepada LPB setelah tempoh perkhidmatan mereka tamat. Aset yang dibeli adalah hak milik LPB. 3. Perunding tidak dibenarkan menguruskan sendiri perolehan bagi sebarang aset atau peralatan projek dan LPB tidak akan membayar apa jua tuntutan bagi perolehan tersebut. 4. Pembelian perisian asas komputer (<i>basic computer software</i>) juga tidak dibenarkan. Bagi perisian komputer yang khusus umpamanya perisian teknikal (<i>technical software</i>), LPB boleh menimbangkan pembelian tersebut namun hendaklah dipertimbangkan dengan teliti dengan mengambil kira keperluan penggunaannya, kos belian atau sewaan, lesen atau yuran penggunaan tahunan (<i>copyright fee</i>) dan sebagainya. Pembelian ini mesti diuruskan oleh LPB. 5. Bagi perolehan data/peta/lukisan (sama ada dalam bentuk hardcopy/softcopy) yang akan digunakan untuk tujuan kajian/projek, perunding dibenarkan untuk memperolehinya sendiri dan membuat tuntutan daripada LPB tertakluk persetujuan LPB. LPB akan memastikan data/peta/lukisan yang diperolehi oleh

BUTIRAN		ASAS DAN KADAR BAYARAN
		perunding tersebut dikembalikan dan menjadi hak milik LPB.
F	Kos Bagi Menjalankan Kajian Selidik	1. Bagi projek yang memerlukan kaji selidik, kos yang berkaitan dengan urusan ini boleh dibenarkan. Kadar bayaran bergantung kepada kaedah yang digunakan seperti berikut: (i) Kadar mengikut bilangan soal selidik: maksimum RM12 /soal selidik; atau (ii) Kadar mengikut bilangan penemuduga (<i>enumerators</i>) : maksimum RM60 sehari; atau (iii) Bagi penemuduga terlatih/berjawatan tetap: maksimum RM1,200 sebulan. 2. Lain-lain kaedah (termasuk penggunaan multimedia), kadar boleh dirundingkan mengikut kadar sebenar, <i>lump sum</i> dan sebagainya. 3. Ketua penemuduga bergantung pada kelayakan dan pengalaman: RM1,200 sehingga RM2,500 sebulan 4. Kaedah yang paling sesuai dan menjimatkan hendaklah digunakan dalam melaksanakan urusan kaji selidik ini.

DOKUMEN ASAL / SALINAN*(sila potong sama ada dokumen asal atau salinan)***CADANGAN TEKNIKAL****LAMPIRAN B1 – MUKA DEPAN DAN SENARAI SEMAK DOKUMEN MANDATORI UNTUK CADANGAN TEKNIKAL**

Senarai semak berikut perlulah dimasukkan sebagai MUKA DEPAN di dalam Cadangan Teknikal. Penyebut harga hendaklah memastikan Cadangan Teknikal adalah lengkap merangkumi semua item-item yang dinyatakan di bawah. Kegagalan penyebut harga melaksanakan demikian akan mengakibatkan Cadangan Sebut Harga **Tidak Akan Dipertimbangkan**.

No.	NO. SIRI DOKUMEN PELAWAAN: LPB.400-5/3/1 (S) () <i>(sila isi no. siri di atas seperti yang tertera di muka depan dokumen pelawaan)</i>			
	Dokumen Yang Perlu Diserahkan	Sila Tanda (✓)		
		Ditanda oleh Penyebut harga	Ditanda oleh Jawatankuasa Pembuka Sebut Harga	Muka Surat di Cadangan Teknikal
1.	<i>Declaration Form</i> mengikut format di Lampiran B2			
2.	Surat Akuan Kepentingan Perunding mengikut format di Lampiran B3			
3.	Maklumat Penyebut harga mengikut format di Lampiran B4			
4.	Senarai pengalaman penyebut harga melaksanakan kajian sama ada bagi Kerajaan, Swasta dan Negara Luar mengikut format di Lampiran B5			
5.	<i>Curriculum Vitae</i> Kakitangan Yang Terlibat (Termasuk Prinsipal/Pemilik Firma) mengikut format di Lampiran B6			
6.	Ringkasan <i>Curriculum Vitae</i> Kakitangan Yang Terlibat (Termasuk Prinsipal/Pemilik Firma) mengikut format di Lampiran B7			

No.	NO. SIRI DOKUMEN PELAWAAN: LPB.400-5/3/1 (S) () (sila isi no. siri di atas seperti yang tertera di muka depan dokumen pelawaan)			
	Dokumen Yang Perlu Diserahkan	Sila Tanda (√)		
		Ditanda oleh Penyebut harga	Ditanda oleh Jawatankuasa Pembuka Sebut Harga	Muka Surat di Cadangan Teknikal
7.	Carta Ahli Pasukan kajian berkenaan berserta peranan dan tanggungjawab dilabelkan Lampiran B8			
8.	Cadangan Jadual Pelaksanaan Kajian dilabelkan Lampiran B9			
9.	Metodologi yang dicadangkan dilabelkan Lampiran B10			
10.	Penyata Kewangan Tahunan yang telah diaudit bagi dua (2) tahun terkini atau dilabelkan Lampiran B11			
11.	Penyata Bank bagi tiga (3) bulan terkini (Mei 2019, Jun 2019 dan Julai 2019) dilabelkan Lampiran B12			
12.	Senarai Program Kepastian Kualiti dilabelkan Lampiran B13			
13.	Satu (1) CD mengandungi <i>soft copy</i> Cadangan Teknikal yang telah lengkap diisi oleh penyebut harga			

PENGESAHAN OLEH PENYEBUT HARGA

Dengan ini saya mengesahkan bahawa saya telah membaca dan memahami semua syarat-syarat yang dinyatakan di atas dan semua maklumat yang dikemukakan adalah benar dan lengkap.

.....
 Nama Prinsipal :
 No. K.P :
 Tarikh :
 Cop Syarikat :

LAMPIRAN B2**DECLARATION FORM****Authority to disclose firm's information**

By submitting this form, you consent to release to Bintulu Port Authority of all your firm's information. This information will be used to assist in evaluating your proposal.

Declaration

This declaration covers the information I have provided on this form and all the information submitted in my proposals as well as in the attached schedules and accompanying documents.

- (i) The attached schedules and accompanying documents are :
(*please declare all supporting documents and schedules included in the main proposal*)

No.	Name of attached schedules/accompanying documents	Attachment/page no.

- (ii) I declare that the information I have given is truthful, complete and correct.
- (iii) I understand that any false statements/information/documents submitted may result in my firm's disqualification of entering this invitation to offer.
- (iv) I realised that once this form has been completed and signed, it will form part of my proposal and will be used as an evidence to support this declaration.

Solemn declaration

I do solemnly declare that all information and accompanying documents that I have given in the foregoing proposal is truthful, complete and correct, and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Signature :

Name of representative & designation :

Company's stamp :

Date :

LAMPIRAN B3

SURAT AKUAN KEPENTINGAN PERUNDING
(Disertakan Bersama Cadangan Sebut Harga)

Saya Nombor K.P.
 selaku pemilik
 dengan
 nombor Pendaftaran dengan ini
 mengisytiharkan bahawa saya atau mana-mana individu yang mewakili syarikat ini tidak akan menawar atau
 memberi rasuah kepada mana-mana individu dalam
 atau mana-mana individu lain,
 sebagai sogokan untuk mendapatkan perolehan ini.

2. Sekiranya didapati ada sebarang percubaan rasuah daripada mana-mana pihak, saya akan membuat aduan dengan segera ke pejabat Suruhanjaya Pencegahan Rasuah Malaysia (SPRM) atau balai polis yang berhampiran. Saya sedar bahawa kegagalan saya berbuat demikian adalah satu kesalahan di bawah Akta Suruhanjaya Pencegahan Rasuah 2009 [Akta 694].

Yang Benar,

.....

Nama Prinsipal :

No. K.P. :

Tarikh :

Cop Firma :

LAMPIRAN B4**MAKLUMAT PENYEBUT HARGA**

Bil.	Perkara	Keterangan
1.	Nama Firma	
2.	Alamat Surat-Menyurat	
3.	No. Pendaftaran MOF	
4.	ROC/ROB/ROS	
5.	Emel Rasmi	
6.	No. Faks	
7.	No. Telefon Firma	
8.	Nama Wakil Firma Yang Boleh Dihubungi	

Nota:

1. Penyebut harga hendaklah melengkapkan semua medan di no. 1 hingga no. 8 di atas bagi memudahkan pihak Agensi menghubungi penyebut harga sekiranya penyebut harga berjaya ditawarkan bagi kajian ini.
2. Penyebut harga juga hendaklah memastikan bahawa maklumat yang diberikan adalah yang terkini.

Dengan ini saya mengesahkan bahawa semua maklumat yang dikemukakan adalah benar dan lengkap.

.....
Nama Prinsipal :

No. K.P :

Tarikh :

Cop Firma :

LAMPIRAN B5

SENARAI PENGALAMAN PENYEBUT HARGA MELAKSANAKAN KAJIAN KERAJAAN, SWASTA DAN NEGARA LUAR

BIL	NAMA KAJIAN	JENIS KAJIAN (UMUM/ SEUMPAMA KAJIAN INI)	JENIS PELANGGAN (KERAJAAN MALAYSIA/ KERAJAAN ASING/ SWASTA TEMPATAN/SWASTA ASING) (Jika negara asing, sila nyatakan nama negara tersebut)	NAMA AGENSI PELANGGAN	TARIKH SURAT SETUJU TERIMA/SURAT NIAT (DD/MM/YYYY)	STATUS PELAKSANAAN KAJIAN (AKTIF/SIAP)
1	Kajian Penyediaan Pelan Strategik Untuk Pelabuhan Klang	Seumpama	Kerajaan Malaysia	Lembaga Pelabuhan Klang	05/06/2012	SIAP
2	Kajian Keberkesanan Latihan Bagi Peningkatan Prestasi Kerja	Umum	Swasta Tempatan	ABC Inc. (Malaysia)	08/01/2009	BELUM SIAP

Nota:

1. Semua maklumat di atas adalah mandatori untuk diisi dan tidak boleh dibiarkan kosong. Sekiranya tiada pengalaman, sila isikan 'TIADA'.
2. Sekiranya ruangan di atas yang disediakan tidak mencukupi, penyebut harga hendaklah mengemukakan borang tambahan. Walau bagaimanapun, borang tambahan tersebut hendaklah mengandungi tajuk dan bilangan medan yang sama.

Dengan ini saya mengesahkan bahawa semua maklumat yang dikemukakan adalah benar dan lengkap.

.....

Nama Prinsipal :

No. K.P :

Tarikh :

Cop Firma :

LAMPIRAN B6

**CONTOH CURRICULUM VITAE KAKITANGAN YANG TERLIBAT
(TERMASUK PRINSIPAL/PEMILIK FIRMA)**

**Sila lekatkan gambar
bersaiz pasport**

1. **Nama :** Mas Idayu Ahmad
2. **Peranan/Jawatan Dalam Kajian :** Pengarah Projek
3. **Tarikh Lahir :** 1 September 1971
4. **Warganegara :** Malaysia
5. **Kelulusan Akademik :**

Bil.	Peringkat Kelulusan (Ijazah/Sarjana/PhD)	Bidang Pengajian	Pengkhususan	Tahun Dianugerahkan	Nama Institusi
1.	Ijazah	Pengurusan Perniagaan	Pemasaran	1984	Institut Teknologi MARA

6. Keahlian Badan Profesional (sekiranya ada) :

Bil.	Nama Badan Profesional	No. Keahlian	Tarikh Luput Keahlian
1.	Tiada	Tiada	Tiada

7. Senarai Nama Projek/Kajian Yang Pernah Dilaksanakan :

Bil.	Nama Projek/Kajian	Kerajaan/Swasta/Negara Luar (sekiranya Negara Luar sila nyatakan nama negara)	Nama Pelanggan	Tahun Projek/Kajian Dilaksanakan	Peranan/Jawatan Di Dalam Projek/Kajian
1.	Kajian Penggunaan <i>Open Standard</i> Di Sektor Awam	Kerajaan	Jabatan Perdana Menteri	2009	Ketua Penyelidik

8. Anugerah Yang Pernah Diperolehi (sekiranya ada) :

Bil.	Nama Anugerah	Tahun Dianugerahkan	Badan / Organisasi Yang Menganugerahkan
1.	TIADA	TIADA	TIADA

9. Pengalaman Kerja (bermula dari pekerjaan terkini):

Bil.	Nama Firma	Jawatan Dalam Firma	Tarikh Mula Perkhidmatan (DD/MM/YYYY) (A)	Tarikh Tamat Perkhidmatan (DD/MM/YYYY) (B)	Bilangan Tahun Pengalaman (B -A)
1.	Firma ABC	Pengarah Projek	01/01/2009	-	3 tahun
2.	Firma XYZ	Penolong Pengarah Projek Pembangunan	08/08/2001	01/12/2008	7 tahun
JUMLAH TEMPOH PENGALAMAN					10 tahun

Nota:

- CV ini hendaklah diisi dan ditandatangani sendiri oleh individu yang dinamakan.
- Sekiranya tiada pengalaman, sila isikan 'TIADA'.
- Sekiranya ruangan di atas yang disediakan tidak mencukupi, penyebut harga hendaklah mengemukakan borang tambahan. Walau bagaimanapun, borang tambahan tersebut hendaklah mengandungi tajuk dan bilangan medan yang sama.

Dengan ini saya mengesahkan bahawa semua maklumat yang saya telah kemukakan adalah benar.

.....
 Nama Kakitangan :
 No. K.P :
 Tarikh :
 Cop Firma :

LAMPIRAN B7**RINGKASAN CURRICULUM VITAE KAKITANGAN YANG TERLIBAT (TERMASUK PRINSIPAL/PEMILIK FIRMA)**

Bil	Nama Pasukan (Tempatan / Asing – nyatakan nama Negara asing)	Umur	Tempoh Pengalaman Bekerja (Tahun)	Kelulusan Akademik Tertinggi (Nyatakan nama kelayakan dan universiti)	Jenis Kakitangan (Pemilik/ Rakan Kongsi/ Ikhtisas/ Separa Ikhtisas*)	Status Kakitangan (Tetap/ Sementara*)	Input Masa Dalam Kajian (Bulan)
A. PASUKAN PENGURUSAN							
e.g. 1	Mas Idayu Ahmad (Tempatan)	42	18	Degree (Business Administration – Universiti Utara Malaysia)	Pemilik	Tetap	7
2	Fauzi Rahman (Tempatan)	33	6	Degree (Policy Studies – Ashton University)	Ikhtisas	Sementara	3.5
B. PASUKAN PAKAR - TOPIC EXPERTS (TE)							
3	Dr. Ahmad Rais (Tempatan)	52	25	PhD (Education – Universiti Malaya)	Ikhtisas	Sementara	9

C. PASUKAN PAKAR - <i>GENERAL EXPERTS</i> (GE)							
4.	Tan Pei Pei	33	5	Degree (Economic – Universiti Malaya)	Ikhtisas	Tetap	9

Nota:

1. Semua maklumat di atas adalah mandatori untuk diisi dan tidak boleh dibiarkan kosong.
 2. Sekiranya ruangan di atas yang disediakan tidak mencukupi, penyebut harga hendaklah mengemukakan borang tambahan. Walau bagaimanapun, borang tambahan tersebut hendaklah mengandungi tajuk dan bilangan medan yang sama.
- * Kakitangan Sementara termasuk Pemilik/Rakan Kongsi adalah tertakluk kepada skala gaji di Lampiran A1, A2 dan A3, manakala Kakitangan Tetap (kecuali Pemilik/Rakan Kongsi) adalah mengikut Slip Gaji.

Dengan ini saya mengesahkan bahawa semua maklumat yang dikemukakan adalah benar dan lengkap.

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 Nama Prinsipal :
 No. K.P :
 Tarikh :
 Cop Firma :

LAMPIRAN B8

**CARTA AHLI PASUKAN BERSERTA PERANAN DAN TANGGUNGJAWAB UNTUK MELAKSANAKAN
KAJIAN INI**

(RUANGAN INI SENGAJA DIBIARKAN KOSONG)

LAMPIRAN B9

CADANGAN JADUAL PELAKSANAAN KAJIAN INI

JADUAL 1 : AKTIVITI BAGI SETIAP PERINGKAT SEPANJANG TEMPOH KAJIAN

Aktiviti	B1				B2				B3				B4				B5				B6				B7				B8				B9			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
<u>Peringkat 1: Laporan Awal</u>																																				
1. Membuat lawatan tapak																																				
2. Membuat sampling dan soal selidik																																				
<u>Peringkat 2: Laporan Interim</u>																																				
1. Membuat.....																																				
2. Membuat.....																																				
<u>Peringkat 3: Laporan Akhir</u>																																				
1.																																				
2.																																				
3.																																				

JADUAL 2 : KAKITANGAN PASUKAN YANG TERLIBAT BAGI SETIAP PERINGKAT SEPANJANG TEMPOH KAJIAN

(Tentukan nama dan input masa kakitangan di setiap peringkat)

Nama Kakitangan & Input Masa	Peringkat 1								Peringkat 2																Peringkat 3											
	B1				B2				B3				B4				B5				B6				B7				B8				B9			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
1. Mas Idayu Ahmad																																				
2. Fauzi Rahman																																				
3.																																				
4.																																				
5.																																				
6.																																				
7.																																				

Nota:

- Semua maklumat di atas adalah mandatori untuk diisi dan tidak boleh dibiarkan kosong.
- Sekiranya ruangan di atas yang disediakan tidak mencukupi, penyebut harga hendaklah mengemukakan borang tambahan. Walau bagaimanapun, borang tambahan tersebut hendaklah mengandungi tajuk dan bilangan medan yang sama.

Dengan ini saya mengesahkan bahawa semua maklumat yang dikemukakan adalah benar dan lengkap.

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(RUANGAN INI SENGAJA DIBIARKAN KOSONG)

LAMPIRAN B10

METODOLOGI YANG DICADANGKAN BAGI MENJALANKAN KAJIAN INI

PENYEBUT HARGA HENDAKLAH MEMASTIKAN METODOLOGI YANG DICADANGKAN ADALAH MEMATUHI KEPERLUAN-KEPERLUAN YANG DINYATAKAN DI DALAM TERMA RUJUKAN (**LAMPIRAN D**).

LAMPIRAN B11

**PENYATA KEWANGAN TAHUNAN YANG TELAH DIAUDIT BAGI DUA (2) TAHUN TERKINI IAITU
TAHUN 2017 DAN 2018**

LAMPIRAN B12

PENYATA BANK BAGI TIGA (3) BULAN TERKINI (MEI 2019, JUN 2019 DAN JULAI 2019)

LAMPIRAN B13

PROGRAM KEPASTIAN KUALITI

(sila senaraikan sekiranya firma mempunyai sebarang persijilan ISO atau seumpama dengannya)

DOKUMEN ASAL / SALINAN*(sila pilih dokumen asal atau salinan)***CADANGAN KOS****LAMPIRAN C1 – MUKA DEPAN DAN SENARAI SEMAK DOKUMEN MANDATORI UNTUK CADANGAN KOS**

Senarai semak berikut perlulah dimasukkan sebagai MUKA DEPAN di dalam Cadangan Kos. Penyebut harga hendaklah memastikan Cadangan Kos adalah lengkap merangkumi semua item-item yang dinyatakan di bawah. Kegagalan penyebut harga melaksanakan demikian akan mengakibatkan Cadangan Sebut Harga **Tidak Akan Dipertimbangkan**.

No.	NO. SIRI DOKUMEN PELAWAAN: LPB.400-5/3/1 (S) () <i>(sila isi no. siri di atas seperti yang tertera di muka depan dokumen pelawaan)</i>			
	Dokumen Yang Perlu Diserahkan	Sila Tanda (√)		
		Ditanda oleh Penyebut harga	Ditanda oleh Jawatankuasa Pembuka Sebutharga	Muka Surat di Cadangan Kos
1.	Pengiraan Keseluruhan Anggaran Kos Perunding (termasuk Yuran Perunding dan Kos Imbuhan Balik) mengikut format di Lampiran C2			
2.	Pengiraan Yuran Perunding Secara Input Masa & <i>Charge Rate</i> mengikut format di Lampiran C3			
3.	Pengiraan Anggaran Kos Imbuhan Balik mengikut format di Lampiran C4			
4.	Satu (1) CD mengandungi <i>soft copy</i> Cadangan Kos yang telah lengkap diisi oleh penyebut harga			

PENGESAHAN OLEH PENYEBUT HARGA

Dengan ini saya mengesahkan bahawa saya telah membaca dan memahami semua syarat-syarat yang dinyatakan di atas dan semua maklumat yang dikemukakan adalah benar dan lengkap.

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LAMPIRAN C2

**PENGIRAAN KESELURUHAN ANGGARAN KOS PERUNDING
(TERMASUK YURAN PERUNDING DAN KOS IMBUHAN BALIK)**

Bil.	Perkara	Jumlah (RM)
(1) Yuran Perunding		
	A. Kakitangan Asing/ Kakitangan Tidak Bermastatutin (<i>Charge Rate</i>)	
	B. Kakitangan Ikhtisas Tempatan	
	C. Kakitangan Separa Ikhtisas Tempatan	
JUMLAH (1)		
(2) Kos Imbuhan Balik		
	A. Tiket Penerbangan Tempatan/Antarabangsa	
	B. Lain-lain Perbelanjaan Berkaitan Dengan Perjalanan;	
	C. Tuntutan Perjalanan Kenderaan (<i>Mileage Claims</i>)	
	D. Tambang Teksi	
	E. Sewa Kenderaan	
	F. Elaun Penginapan dan Sara Hidup	
	G. Kos Perhubungan	
	H. Kos Dokumentasi Dan Penyediaan Laporan	
	I. Aset Projek	
	J. Kos Bagi Menjalankan Kajian Selidik	
JUMLAH (2)		
JUMLAH KESELURUHAN KOS PERUNDING (1)+(2)		

Dengan ini saya mengesahkan bahawa semua maklumat yang dikemukakan adalah benar dan lengkap.

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LAMPIRAN C3

PENGIRAAN YURAN PERUNDING SECARA INPUT MASA & CHARGE RATE

				(1)	(2)		(3)		(4)		(5)	(6)	(7)	
Bil.	Nama	Status Kakitangan (Tetap/ Sementara)	Tempoh Pengalaman Bekerja (Tahun)	Gaji Pokok*	Social Charges		Overhead		Other Fees		Charge Rate per month	Input Masa (Bulan)	Faktor Pengganda (Rujuk Lampiran A4)	Jumlah Yuran
				(sebulan)	% of (1)		% of (1)		% of (1)+(2)+(3)		(1)+(2) + (3)+(4)			RM
				RM	%	RM	%	RM	%	RM	RM			RM
A. YURAN PERUNDING BAGI KAKITANGAN ASING/ KAKITANGAN TIDAK BERMASTATUTIN (CHARGE RATE)														
e.g 1	John Kent	Sementara	12	20,000	1	200	1	200	2	408	20,808	4.0	1.0	83,232
JUMLAH KECIL (A)												4.0	-	83,232
B. YURAN PERUNDING BAGI KAKITANGAN IKHTISAS (INPUT MASA)														
e.g 1	Mas Idayu Ahmad	Tetap	18	10,300								7.0	2.5	180,250
2	Fauzi Rahman	Sementara	6	4,200								3.5	2.1	30,870
JUMLAH KECIL (B)												10.5	-	211,120
C. YURAN PERUNDING BAGI KAKITANGAN SEPARA IKHTISAS (INPUT MASA)														
e.g 1	Fara Ari	Tetap	4	1,200								8.0	2.1	20,160
JUMLAH KECIL (C)												8.0	-	20,160
JUMLAH BESAR YURAN PERUNDING : (A) + (B) + (C)												22.5	-	314,512

Nota/Peringatan:

1. Kadar Faktor Pengganda (FP) hendaklah tidak melebihi kadar maksimum yang ditetapkan dalam **Lampiran A4** mengikut jenis kakitangan yang dicadangkan penyebut harga.
2. Gaji Pokok adalah gaji kasar dan tidak termasuk apa-apa elaun serta lain-lain bayaran kepada kakitangan perunding.
3. Gaji Pokok bagi mana-mana kakitangan tetap firma yang berkhidmat selama 1 tahun dan ke atas adalah berdasarkan slip gaji **KECUALI** pemilik firma/rakan kongsi/lembaga pengarah. Pemilik firma/rakan kongsi/lembaga pengarah adalah tertakluk kepada skala gaji maksimum sebagaimana dinyatakan di **Lampiran A1**. Manakala gaji pokok bagi mana-mana kakitangan sementara dan kakitangan tetap firma yang berkhidmat kurang daripada 1 tahun adalah tertakluk kepada skala gaji maksimum sebagaimana dinyatakan di **Lampiran A2** dan **Lampiran A3**. **LPB** berhak membuat pelarasan ke atas gaji pokok kakitangan yang ditawarkan penyebut harga di atas sekiranya didapati ia melebihi skala maksimum di dalam **Lampiran A1 – A3**.
4. **Penyebut harga tidak perlu mengemukakan slip gaji sebagai dokumen sokongan bagi kakitangan yang dinamakan. Ini adalah kerana adalah memadai pengesahan yang akan ditandatangani oleh Penyebut harga mengesahkan bahawa maklumat yang dikemukakan adalah benar dan sahih. Sekiranya Lembaga Pelabuhan Bintulu mendapati maklumat yang dikemukakan oleh Penyebut harga adalah tidak benar dan diragui dan terbukti maklumat tersebut adalah palsu, Penyebut harga akan dikenakan tindakan berdasarkan SPP Bil. 6 Tahun 2010 sekali gus mengakibatkan tawaran projek ditarik balik.**
5. **Walau bagaimanapun, Lembaga Pelabuhan Bintulu berhak untuk memohon Penyebut harga mengemukakan salinan caruman KWSP kakitangan yang dinamakan bagi kajian ini di sepanjang tempoh pelaksanaan.**
6. Semua medan hendaklah diisi dan tidak boleh dibiarkan kosong serta terutamanya Gaji, Input Masa, Faktor Pengganda bagi setiap kakitangan hendaklah diperincikan dan tidak boleh dikira secara *lump sum*.
7. Sekiranya ruangan di atas yang disediakan tidak mencukupi, penyebut harga hendaklah mengemukakan borang tambahan. Walau bagaimanapun, borang tambahan tersebut hendaklah mengandungi tajuk dan bilangan medan yang sama.
8. Kegagalan penyebut harga untuk mematuhi arahan di atas boleh menjejaskan penilaian ke atas Cadangan Kos penyebut harga.

Dengan ini saya mengesahkan bahawa semua maklumat yang dikemukakan adalah benar dan lengkap.

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LAMPIRAN C4

PENGIRAAN ANGGARAN KOS IMBUHAN BALIK

No.	Imbuhan Balik	Item	Perincian (RM)	Jumlah Kos (RM)
1	Tiket Penerbangan Tempatan/Antarabangsa	Contoh: i. Tiket Penerbangan Pergi & Balik (Kuala Lumpur – Kedah) untuk 2 orang	500 X 2	10,000
JUMLAH KECIL				
2	Lain-lain Perbelanjaan Berkaitan Dengan Perjalanan termasuk Teksi			
JUMLAH KECIL				
3	Tuntutan Perjalanan Kenderaan (<i>Mileage Claims</i>)			
JUMLAH KECIL				
4	Elaun Penginapan dan Sara Hidup			
JUMLAH KECIL				
5	Kos Perhubungan			
JUMLAH KECIL				
6	Kos Dokumentasi Dan Penyediaan Laporan			
JUMLAH KECIL				
7	Aset Projek			
JUMLAH KECIL				
8	Kos Bagi Menjalankan Kajian Selidik			
JUMLAH KECIL				
JUMLAH BESAR KOS IMBUHAN BALIK				

Nota:

1. Kos imbuhan balik hendaklah tidak melebihi kadar-kadar di dalam **Lampiran A8**.
2. Sekiranya ruangan di atas yang disediakan tidak mencukupi, penyebut harga hendaklah mengemukakan borang tambahan. Walau bagaimanapun, borang tambahan tersebut hendaklah mengandungi tajuk dan bilangan medan yang sama.

Dengan ini saya mengesahkan bahawa semua maklumat yang dikemukakan adalah benar dan lengkap.

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LAMPIRAN D

TERMA RUJUKAN PELANTIKAN JURUPERUNDING
BLUEPRINT FOR BINTULU PORT DIGITALIZATION
(DETAILED ICT BLUEPRINT FOR SMART DIGITAL GREEN PORT)

1.0 BACKGROUND**1.1 'Smart Digital Green Port (SDGP)'**

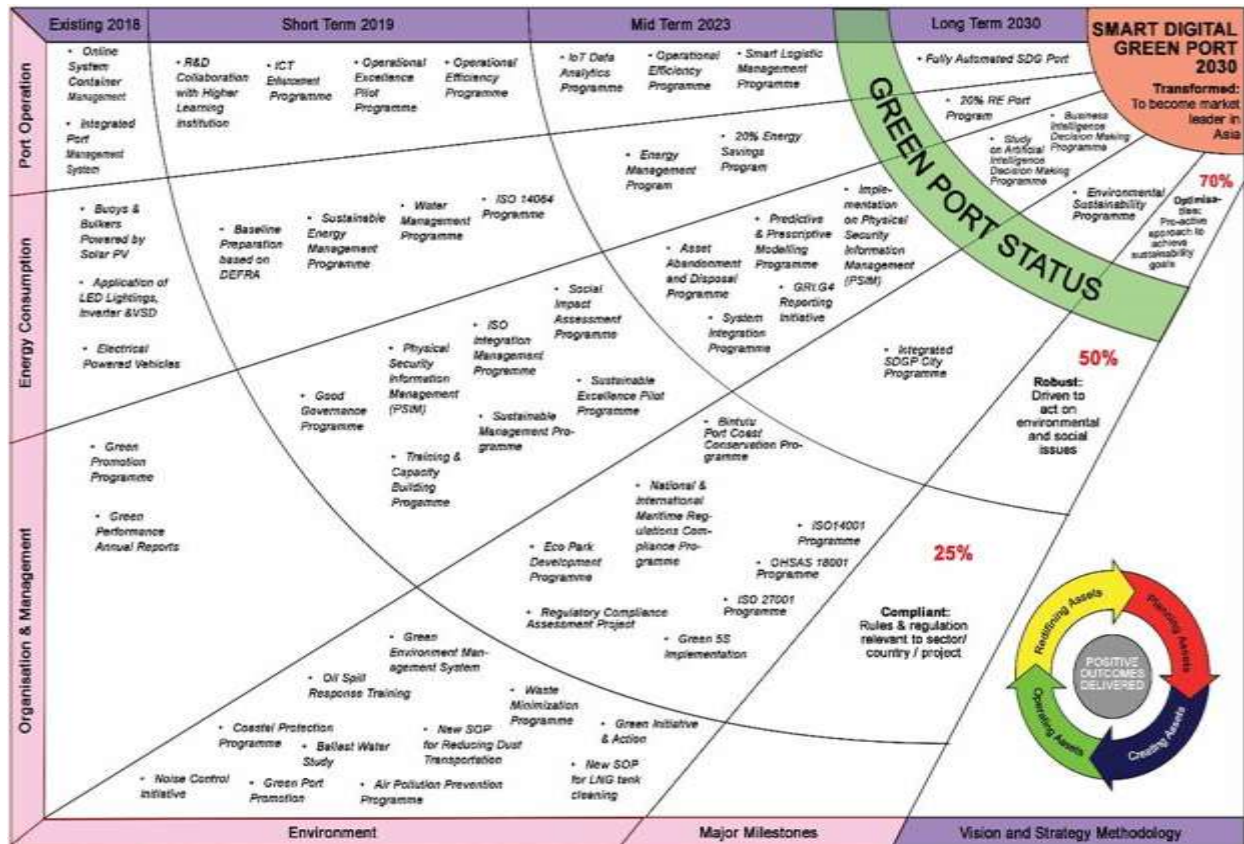
Bintulu Port is set to be a Smart Digital Green Port (SDGP) within time span from 2019 to 2030 with the implementation of various programs and projects as concluded by all stakeholders in a comprehensive and structured SDGP Blueprint, with aim to achieve the following mission;

- Full-fledged green port status by year 2023,
- Full-fledged smart digital port status by year 2030, and
- Certified Carbon Neutral port by year 2030

This SDGP blueprint, which was completed in 2018 has highlighted the benefits of port digitalization programs which covers time savings and transparency of conducts, structured and efficient documentation management, potential door-to-door tracking, and improvement in analytics exercise, better operational integration management, and reduced impact to climate change due to higher efficiency. SDGP approach is based on smart, green and digitally integrated systems, efficient and competitive through technologies, automation and application of tools, efficiently use of energy and renewable resources, driving the socio-economic development, respectful with the environment, fully compliance to all maritime rules and regulations, secure and seamless for the benefit of citizens, the economy and society. SDGP in such away is a bridge for port sectors to achieve universal sustainability missions namely Sustainable Development Goals by 2030.

The below Bintulu Smart Digital Green Port (SDGP) Blueprint Cockpit Chart (Schedule 1) illustrate of the ultimate specific vision of Bintulu Port Authority to be the first Asia seaport with Zero Carbon status by year 2030 by using new technologies, IoT and Big Data. To be

the port of future, Bintulu Port need to transform in a well-planned and coordinated manner and excel in operation efficiency, environmental protections, green economic growth and societal endeavours.



Schedule 1: Bintulu Port SDGP Cockpit Chart

1.2 'Smart Port'

A port (seaport) is a connection between the sea and the land which provides facilities for the ships docking to load and discharge passengers and cargo. The ports have crucial impacts on the global economy as more than 80% of the world trade is transported by the sea. A port is a complex and dynamic environment including various activities such as transportation, logistic, fishing, maintenance and rescue operations as well as protection of its environmental impacts. A smart port is a port which reinforced properly with technologies and terms such as sensors, cloud computing, fog computing, Internet of Things (IoT), robots, Radio-frequency Identification (RFID) and big data management and analysis.

A smart port has the ability to cope with the challenges of previous generations of the ports more efficiently. Generally, it helps the port authorities and terminal operators to adapt well and rapidly to the changing conditions of the port. For example, by monitoring the analysed data of Automatic Identification System (AIS), they can make better decisions in real-time. It has also some advantages for shipping companies as they can reduce their costs by decreasing their waiting time for example. And finally, a smart port takes into account its environmental impacts and reduces them by applying energy-aware approaches. A smart port can be defined as a seaport which are well equipped and enhanced with the technologies and innovations.

1.3 'Port Digitalization'

The rapid innovation of information technology (IT) within the last three decades has come along with the development of new systems, software applications, and standards that support and shape business activities in various ways. On the one hand, organizations nowadays have to deal with an increasing amount of data and must act in complex and growing networks. On the other hand, they are supported by innovative technologies, tools, and methods that offer increasing flexibility and performance at decreasing prices. This environment of continuing technological change, however, may require or even promote a transformation of organizational structures, processes, and strategies.

Digitalization of port provides the port industry with a much-needed SWOT (strengths, weaknesses, opportunities, threats) analyses of the digital landscape as it pertains to port authorities, their communities and indeed the wider maritime supply chain. Digitalization holds great potentials for port to act even more efficient and effective. Once the possibilities of intense real-time data exchange are exploited, digitalisation will facilitate optimization of the whole supply chain. This will eventually allow safer and more environment-friendly processes. Besides safeguarding and strengthening the competitive position of ports, digitalization enables to become more flexible in a rapidly changing market environment.

This Term of Reference for the detailed ICT blueprint is crucial in ensuring that the ICT requirements are correctly captured in the relentless quest to steer BPA towards being a SDGP. The comprehensive strategic study of the various ICT initiatives identified in SDGP will be carried out to determine the policies and framework for the implementation of ICT initiatives with clear strategic goals.

2.0 OBJECTIVE

To develop a Blueprint of Port Digitalization at Bintulu Port Authority – Detailed ICT Blueprint.

3.0 SCOPE OF WORK

3.1 Stage one: Initial Study

- 3.1.1 Review all available documentation and reports made in connection with the Smart Digital Green Port study entitled '**RESEARCH – FRAMEWORK FOR FORMULATION OF BLUEPRINT FOR TRANSFORMATION OF BINTULU PORT INTO SMART DIGITAL GREEN PORT**'. The consultant shall summarize this study and produce a condensed report outlining the key ICT initiatives required to transform Bintulu Port into SDGP.
- 3.1.2 Desktop study on digital initiatives implemented by other ports in the region and globally. This study shall focus on the role of ICT in improving efficiency, reducing carbon footprint and providing greater transparency on port operations. Latest trends in port technology shall be analysed in the national, regional and global context.
- 3.1.3 Study national ICT strategies, regulations and implementation roadmaps (such as National Policy on Industry 4.0, Digital Policy of Sarawak State, etc.), and incorporate its relevance within context of this project to ensure that the ICT policy of Bintulu Port is coherent with state, national, regional and global perspectives.

3.2 Stage two: Analysis of Current Situation VS Objectives

- 3.2.1 Identify the stakeholders and conduct a comprehensive e-readiness survey to obtain a benchmark rating of each stakeholder's readiness in embarking on a digital transformation program. Conduct round-table discussions (RTD) to obtain further feedback and clarification on the results of the survey.
- 3.2.2 The consultant shall perform an analysis of current issues, priorities, constraints, barriers and gaps which need to be addressed to implement digital transformation initiatives.
- 3.2.3 Based on the activities above, the consultant shall provide an action plan to realize the ICT objectives stated in the SDGP blueprint.

3.3 Stage three: Study Relevant Implementation Considerations

- 3.3.1 Study and report on the key projects which have been proposed in the SDGP blueprint. The proposed projects shall be analysed in terms of feasibility, economic and purpose in the context of a modern, efficient and environmentally friendly port.
- 3.3.2 Conduct physical site survey to study implementation considerations for ICT systems, technology and automation. This will include the role of wireless connectivity, line of sight issues, terrain, bandwidth, communication topologies, available infrastructure, necessary modifications to existing plant & machinery etc.
- 3.3.3 The consultant shall recommend improvement to the current facilities and detail the necessary upgrades required to implement the digital transformation identified above. The recommendation must include (not limited to) the following area/dimensions stated in **Schedule 2** below:

Num.	Area/Dimensions	Description
1	Blockchain Technology	Blockchain technology should be able to expand its capabilities to support green technologies. Implementation of blockchain in Smart Digital Green Port could make a potential impact to port operations and environment in a way that it enhances process visibility, improves lack of trust that usually occurred between several parties and it improves environmental efficiency in the port industry. Blockchain technology offers a wide range of possibilities, it establishing the integration of different actors in the chain, improving the information flow among them and ensuring both security and cost effectiveness.
2	Cloud & Data Analytics	Information from across IoT network is gathered and stored (often) in cloud. Through manual analysis and automated processing, insights are extracted and presented / alerted the correspondent people, enterprises, IT Backend or IoT sensors to take action.
3	E-Vessel Clearance	Malaysia has ratified the Convention on Facilitation of International Maritime Traffic (FAL) in a move that will better promote Malaysian ports and businesses in moving ahead to provide reliable services while maintaining uniformity in its processes and procedures. The FAL Convention sets out internationally agreed Standards and Recommended Practices in respect of the arrival, stay and departure of ships, persons and cargoes and includes provisions in respect of stowaways, public health, and quarantine. In this context, "Standards" are internationally-agreed measures the uniform application of which is "necessary and practicable in order to facilitate international maritime traffic" and

Num.	Area/Dimensions	Description
		Recommended Practices are measures the application of which is "desirable".
4	IoT for Logistics	The Internet of Things (IoT) refers to machine-to-machine (M2M) technology enabled by secure network connectivity and cloud infrastructure, to reliably transform data into useful information for people, businesses, and institutions. IoT helps drive data visibility across the ports ecosystem, and data analytics-enabled timely business decision-making, real-time analytics to run smarter operations, and automates decisions. IoT technology provides port users with real time data on the status of cargo, paperwork, and availability of port facilities, and enables ships and terminals to be part of an integrated infrastructure.
5	Energy Monitoring & On-shore Power Supply	Connected technologies help ports reduce energy consumption and waste. As an example, a motion-based terminal illumination system that lights up only when vehicles are in the vicinity. A prototype motion-sensitive lighting system installed at a terminal in the Port of Valencia and Port of Hamburg. Some ports also use drones as a low-cost option for inspecting equipment, patrolling waterways for oil spills, and checking on clean-up efforts. Many facilities have adopted one smart-port technology or another, but leading ports, such as Hamburg, have tied multiple individual systems into a single interconnected port-wide platform. This type of platform integrates data from such sources as sensors, mobile devices, and various stakeholders' databases. Port authorities and their stakeholders use port-wide platforms that improve internal

Num.	Area/Dimensions	Description
		operations and can collect real-time information on in-port traffic to minimize bottlenecks in yards and at terminal gates. Platforms with geolocation functions can pinpoint incoming trucks and optimize planning for truck traffic volumes.
6	Port Automation System	Port automation can be defined as the use of integrated technology to develop intelligent solutions for efficient control of traffic and trade flows on the port thereby increasing port capacity and port efficiency. Smart ports (or automated ports) generally deploy cloud-based software to assist in creating the operational flows that help the port function smoothly. Currently, most of the ports across the world have technology integrated to some extent, if not for complete management. However, there has been a gradual increase in the number of smart ports, thanks to global government initiatives and the exponential growth of maritime trade.
7	Portable Pilot Unit (PPU)	A Portable Pilot Unit (PPU) can be generally described as a portable, computer-based system that a pilot brings onboard a vessel to use as a decision-support tool for navigating in confined waters. Interfaced to a positioning sensor such as GPS/DGPS and using some form of electronic chart display, it shows the vessel's position/movement in real-time. In addition, PPUs provide information about the location/movement of other vessels via an AIS interface. Increasingly, PPUs are being used to display other types of navigation-related information such as soundings/depth contours from recent hydro surveys, dynamic water levels, current flow, ice coverage, and security zones. There is also some interest in using

Num.	Area/Dimensions	Description
		PPUs to access port/waterway information via the Internet. The using of PPU in port operation can increase the efficiency of port operation, especially in term of safety matters (safety of navigation).
8	Integrated Port Management System	Ports tend to be large structures that reflect local trade practices, cultures, laws and relations. Ports have direct, indirect and expansive economic investments and benefits. Behind the scenes are a myriad of correlated operations, processes, manoeuvres that enable Ports to function smoothly. It becomes extremely crucial to have an integrated approach towards managing these processes by emphasizing on innovation in IT solutions for managing port operations by designing dynamic systems to enhance operations and achieve sustainability.
9	Pollution Control	The fifth generation ports adapt to the green and intelligent technology innovation trend, emphasizing that the port production and service must fit the concept of green environmental protection and high-tech technology. Port pollution greatly affects the climate environment. Most of the pollution comes from port production and transport ships. Approximately 70% of the world's marine emissions occur in the coastal area of the port, whereas 60–90% occurs during the berthing period. In the port handling process, there will be other kinds of pollution, such as dust and noise. Therefore, fifth-generation ports will focus on the application of the port intelligent technology and the realization of the

Num.	Area/Dimensions	Description
		sustainable green development on the basis of the integration of the former port logistics service function. Compared with other industries, the port shipping industry produces a greater polluting impact on the environment. In addition, scientific and technological innovation is a powerful approach to increase port development competitiveness and protect port environments. The development of modern ports should adapt to the trend of environmental protection, strengthen scientific and technological innovation in ports, and realize new models for green and intelligent development to deal with current crises and challenges in the port industry development.
10	Port ICT Infrastructure/IoT Sensor Network	Smart port is a fully automated port that all devices are connected via IoT, data are properly gathered, processed, analysed and used by sensors, RFID, cloud/fog computing, and big data technologies and finally all of these are supported by different network and IT infrastructures, like Local Area Network (LAN), Wide Area Network (WAN) and positioning systems. A smart port allows developing intelligent solutions for traffic and trade flows in order to optimize the flow of information and efficiently manage trade flows at the port. Sensors can reduce the need for annual inspections and provide data that helps owners schedule preventive maintenance more precisely. Many sensor-based structural-health-monitoring systems cost a fraction of the structures themselves, and this can mean a relatively fast return on investment (ROI).

Num.	Area/Dimensions	Description
11	e-Navigation	e-Navigation is empowered by data and enabled by communication. Relevant data is accessed, organized and shared – between systems, teams, assets and facilities, on land and at sea – in a bid to optimize operations and enhance decision making. Fully e-Navigation enabled ships, fleets and businesses have the ability to gain complete overviews of vessel movements, chart usage, management and costs, and real-time operational data. The main task of Vessel Traffic Management System (VTMS) in ports is to managing vessel traffic and to ensure the safety, security and protection to the environment. Therefore, this VTMS should be equipped with the latest technologies systems or applications and also to be integrated with other system, such as Automated Identification System (AIS), AIS Aids to Navigation (AIS AtoN) etc.
12	HR System E-Learning	In today's competitive environment, skilled employees are a key differentiator for the success of any business. Whether getting new employees up to speed, keeping staff up to date with new technologies and products or developing leadership skills for succession or business strategy, learning is vital. But traditional training methods can be time-consuming and costly. Implementation of HR System will ensure the HR planning, development and accuracy in employees' data. Besides, the system will also help employees to prepare themselves for future career and self-development.

Num.	Area/Dimensions	Description
		HR System e-Learning solution is accessible via browser or tablet so that employees can access training when it suits them and work at their own pace or choose a blended learning approach that combines facilitated e-learning (Cloud Base Learning Platform).
13	Organisation and Management	Capacity building is defined as the ability of an organization to achieve their mission in an effective manner. It can also be described as the strategies or actions that an organization takes to ensure that it has the resources needed to succeed. These actions can include: resource development, financial management (diversification of funding sources), organizational learning, leadership development and other activities. In other words, capacity building is any set of actions that an organization takes to improve its ability to perform successful in its chosen area. In this case, to ensure Bintulu Port can achieve its SDGP goal in 2030.

Schedule 2: Area/Dimensions for digital transformation of Bintulu Port

- 3.3.4 Study existing ICT systems, technology and automation currently implemented at Bintulu Port. The consultant shall analyse baseline data, capacity, technology and topology to streamline existing technology at Bintulu Port with the digital transformation initiatives identified in this study.
- 3.3.5 Specify suitable technology, system architecture including level one block diagrams and technical specifications. Criteria such as hardware, software, cloud technology, operational safety, maintainability, efficiency and data security shall be taken into consideration and addressed.

3.4 Stage four: Estimate Implementation Budget

The study shall include initial budget estimates for the proposed projects, method of estimation, source of calculations and implementation phases. The consultant shall study and report on alternate technical options, if any. The advantages and disadvantages of the different options shall be provided.

3.5 Stage five: ICT Blueprint Report for SDGP

3.5.1 Provide ICT blueprint outlining key measures to transform Bintulu Port into SDGP.

This report shall summarize the salient points of the preceding reports and shall recommend appropriate ICT projects to be carried out. It shall also address implementation phases, project budgets and outline how these projects will achieve the aspirations for Bintulu Port to transform into SDGP.

3.5.2 Report and make recommendations as to the investment model for the digital transformation initiatives above. This recommendation shall consider the advantages and disadvantages of the following models:

- (i) Direct capex procurement
- (ii) 'system-as-a-service' subscription model
- (iii) Hybrid of the above models

3.5.3 Suggest quantitative targets, timeframe and monitoring & evaluation mechanism with success criteria (key performance indicators), to benchmark the performance of the ICT initiatives implemented by Bintulu Port.

4.0 DELIVERABLES

Num.	Description	Timeline	Quantity
1	Initial Study Report (Stage 1)	Within 2 weeks after Letter of Commencement	3 copies

Num.	Description	Timeline	Quantity
2	Analysis of Current Situation VS Objectives Report (Stage 2)	Within 3 weeks after Stage 1	3 copies
3	Study Relevant Implementation Considerations Report (Stage 3)	Within 6 weeks after Stage 2	3 copies
4	Estimates Implementation Budget Report (Stage 4)	Within 1 weeks after Stage 3	3 copies
5	Draft for ICT Blueprint Report for SDGP	Within 2 weeks after Stage 4	3 copies
6	Final ICT Blueprint Report for SDGP (Stage 5)		3 copies

5.0 DURATION AND SCHEDULE

The estimated total duration of the Detailed ICT Blueprint is 14 weeks. The study is segmented into 5 stages each requiring at least one report at the end of the phase (denoted 'R'), as follows:-

Num.	Description	Weeks													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Initial Study (Stage 1)		R												
2	Analysis of Current Situation VS Objectives (Stage 2)					R									
3	Study Relevant Implementation Considerations (Stage 3)											R			
4	Estimates Implementation Budget (Stage 4)												R		
5	ICT Blueprint Report for SDGP (Stage 5)													R	R

6.0 CORE TEAM MEMBERS

The core team members shall have proven expertise in performing consultation work for ports. They shall comprise of digital transformation experts, experienced ICT professional, registered engineers (Board of Engineers, Malaysia), port operation specialist, software specialist and networks specialist.

7.0 REMUNERATION OF CONSULTANTS

7.1 The remuneration to the Consultants shall be based on the followings: -

7.1.1 The Consultant shall furnish the man-month rate for each of the professionals employed in the services, breakdown of the time input based on the rates including basic salary per-month, multiplying factor, fringe benefits, overheads and other similar costs as follows: -

The consulting fee for local consultants shall be computed based on man-month (input masa) basis and based on the following formula: -

$$\boxed{\boxed{YP = GP \times FP \times IM}}$$

YP = Consulting Fee (Yuran Perunding);

GP = Basic Salary (Gaji Pokok);

FP = Multiplier Factor (Faktor Pengganda); and

IM = Man-month (Input Masa).

7.1.2 While the consulting fee for foreign consultant shall be computed based on charge rate.

7.1.3 The guideline on the above formula is provided in the '*Dokumen Pelawaan*' and the form of "**Pengiraan Yuran Perunding Secara Input Masa & Charge Rate**" shall be completed by the consultant.

7.1.4 Reimbursable of other expenses incurred as are necessary and justifiable for the satisfactory completion of the services rendered; and

7.1.5 All fees and remuneration are to be in **RINGGIT MALAYSIA (RM)**.

8.0 SCHEDULE OF PAYMENT

The fee for consultation services will be paid in accordance to the progress of the study and is subject to the acceptance of the reports submitted by the Consultant. The percentage of payment will be in line with the progress of the study as follows:

No	Deliverables/ Outputs	% Payment
1	Stage one	15%
2	Stage two	15%
3	Stage three	20%
4	Stage four	20%
5	Stage five	30%

9.0 DOCUMENT CONFIDENTIAL

All Proposals shall be treated as private and confidential.

10.0 LAWS AND REGULATIONS

The Consultant shall observe and comply with all laws and regulations and orders of the Malaysia Government in force when carrying out the study.

11.0 ESSENCE OF TIME

Time wherever mentioned in this Agreement/ Contract shall be of the essence.

12.0 DOCUMENTS TO BE PREPARED

All documents submitted to BPA shall be prepaid and any claim for the preparation and submission of the proposals shall not be entertained by BPA.

13.0 STAMP DUTY & LEGAL FEE

The consultant shall solely bear the stamp duties, legal costs and fees in the preparation and execution of this Contract and anything incidental thereto.

LAMPIRAN E**KRITERIA PENILAIAN**

1. Penilaian Cadangan Sebutharga adalah mengikut peratus wajaran seperti berikut:

Bil.	Peringkat Penilaian	Peratus Wajaran (%)
1.	Penilaian Teknikal	80
2.	Penilaian Kos	20
Jumlah		100

2. Peratusan wajaran bagi setiap kriteria Penilaian Cadangan Teknikal adalah seperti berikut:

Bil.	Kriteria Utama Penilaian Teknikal	Peratus Wajaran (%)
1.	Kapabiliti Firma Perunding	25
2.	Kakitangan Yang Terlibat	35
3.	Metodologi	35
4.	Program Kepastian Kualiti	5
		100

3. Berikut adalah subkriteria penilaian bagi setiap kriteria utama untuk Penilaian Cadangan Teknikal:

Kriteria Utama		Subkriteria	
1	Kapabiliti Firma Perunding	a.	Pengalaman Seumpama Senarai kajian yang hampir sama dengan kajian ini sama ada bagi Kerajaan, Swasta dan Negara Luar
		b.	Pengalaman Am Senarai kajian secara umum sama ada bagi Kerajaan, Swasta dan Negara Luar
		c.	Beban Kerja Semasa Kerja dalam tangan bagi semua projek Kerajaan, Swasta dan Negara Luar
		d.	Kedudukan Kewangan Firma dan Pematuhan ke atas format Dokumen Kewangan : Penyata Kewangan Tahunan bagi dua (2) tahun terkini iaitu Tahun 2017 dan 2018 dilabelkan di Lampiran B11 .
		e.	Kedudukan Kewangan Firma dan Pematuhan ke atas format Dokumen Kewangan : Penyata bank bagi tiga (3) bulan terkini. (Mei 2019, Jun 2019 dan Julai 2019) dilabelkan di Lampiran B12 .
		f.	Pematuhan ke atas format : Borang yang dikemukakan telah lengkap diisi menggunakan format yang ditetapkan di Dokumen Pelawaan iaitu di Lampiran B1, B2, B3, B4 dan B5
2	Kakitangan Yang Terlibat	a.	Pengalaman & Kelayakan Kakitangan Pasukan Kajian:
		i.	Kakitangan Pengurusan
		ii.	Kakitangan Pakar (<i>Topic Experts</i>)
		iii.	Kakitangan Pakar (<i>General Experts</i>)
		b.	Bilangan kakitangan tetap berbanding kakitangan sementara
		c.	Komitmen kakitangan pakar pasukan kajian
		d.	Pematuhan ke atas format: Borang yang dikemukakan telah lengkap diisi menggunakan format yang ditetapkan di Dokumen Pelawaan iaitu di Lampiran B6 – B8

Kriteria Utama		Subkriteria	
3	Metodologi	a.	Kaedah metodologi yang dicadangkan
		b.	Aktiviti dan jangka masa bagi setiap aktiviti yang dicadangkan termasuk input masa setiap kakitangan pasukan
		c.	Pematuhan ke atas format: Borang yang dikemukakan telah lengkap diisi menggunakan format yang ditetapkan di Dokumen Pelawaan iaitu di Lampiran B9 hingga B10
4	Program Kepastian Kualiti (QA)	a.	Persijilan ISO dan <i>Standard Operating Procedures</i> . (Lampiran B13.)

LAMPIRAN F

TEMPLATE DRAF PERJANJIAN YANG AKAN DIGUNAKAN BAGI KAJIAN INI

CONSULTANCY SERVICES

FOR
Specify full name of project

CONTRACT NO. :
Specify contract number

BETWEEN

BINTULU PORT AUTHORITY

AND

.....
Name of consultancy firm

(COMPANY NO. :
Company registration no with Suruhanjaya Syarikat Malaysia (local company). If
foreign companies specify its registration number in its country
.....)

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CONTRACT NO. : Specify contract number

“RECITALS”

THIS AGREEMENT is made onDate (day).....day ofMonth and year.....

BETWEEN

BINTULU PORT AUTHORITY whose address is atSpecify full address.....(hereinafter referred to as “the Authority”) of the first part;

AND

.....Name of the sole proprietorship/partnership/body corporate, (whichever is applicable).....,Suruhanjaya Syarikat Malaysia Registration No./ Ministry of Finance Registration....., a body corporate incorporated under the Companies Act 1965 having its registered office atSpecify full address.....hereinafter referred to as “**Consultant**”) of the other part.

The Authority and the Consultant shall individually be referred as the “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS

- (A) The Authority is desirous of obtaining consultancy services (hereinafter referred to as “**the Services**”) necessary forSpecify full name of the research.....hereinafter referred to as “**the Project**”).
- (B) The Consultant has submitted its proposal to the Authority on the scope for the Services and both Parties have agreed on the scope of Services as per the Terms of Reference specified in **Appendix 1** and Technical Documents in **Appendix 2** of this Agreement.
- (C) In furtherance of such intention, the Authority has agreed to appoint the Consultant and the Consultant has agreed to such appointment to provide the Services necessary for the effective implementation of the Project. A copy of the Letter of Acceptance datedDate issued by the Authority..... is attached in **Appendix 3** of this Agreement.

NOW IT IS HEREBY AGREED as follows:

PART A

GENERAL

1.0 DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

Under this Agreement, unless the context otherwise requires the following words and expressions used under this Agreement shall have the following meanings:

- (a) “Agreement” means this document and shall comprise the clauses, schedules and appendices of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time;
- (b) “Consultant” means a company incorporated under the Companies Act 1965 in Malaysia and having its registered address at
Specify full address
- (c) “Contract Price” means the ceiling of total consulting fee and ceiling out of pocket expenses as specified under clause 2.0;
- (d) Contract Period means the contract period as prescribed under Clause 3.1 herein;
- (e) “Deliverables” means all deliverables (including designs, drawings, details, plans, calculations and reports) as specified in **Appendix 4** to be submitted to the Authority by the Consultant as particularly specified in the Terms of Reference in **Appendix 1** of this Agreement;
- (f) “The Authority’s Representative (“AR”) means the person under item 5 in **Appendix 6** or such other person as may be appointed from time to time by the Authority and notified in writing to the Consultant to carry out the duties of the AR and the person so designated or appointed may be described by position;
- (g) “Services” means the professional consultancy services for the project which the Authority has engaged the Consultant to perform in accordance with the Terms of Reference, Technical Documents and Deliverables as specified in **Appendices 1, 2 and 4**;
- (h) “Steering Committee” means the committee, comprising of the Authority officials whose main function is to provide directions, review, consider and approve the Deliverables;

- (i) “Technical Committee” means the committee, comprising of the Authority officials who will monitor the progress and implementation of the Services and provide input and feedback to the findings or recommendations of the Consultant.

1.2. Interpretations

Under this Agreement, except to the extent that the context otherwise requires:

- (a) references to any law, legislation or to any provisions of any law and legislation shall include any statutory modification or re-enactment of, or any legal or legislative provision substituted for and all legal or statutory instruments issued under the legislation or provisions;
- (b) references to clauses, appendices, and schedules are references to Clauses, Appendices, and Schedules of this Agreement;
- (c) words denoting the singular shall include the plural and vice versa;
- (d) words denoting individuals shall include corporations and vice versa;
- (e) recitals and headings are for convenience only and shall not affect the interpretation thereof;
- (f) reference to clauses shall be read in the case of sub-clauses, paragraphs and sub-paragraphs as being references to sub-clauses, paragraphs and sub-paragraphs as may be appropriate;
- (g) the Appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement PROVIDED HOWEVER that in the event of any conflict between the clauses and the Appendices of this Agreement, the clauses shall prevail;
- (h) the expression of "this Agreement" or any similar expression shall include any supplemental written agreement thereto as may be executed and be in force from time to time or any time;
- (i) references to any document or agreement shall be deemed to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (j) words denoting any gender shall include all genders;
- (k) any reference to an “approval” is a reference to an approval in writing; and “approved” shall be construed accordingly;
- (l) any reference to an “amendment” includes any variation, deletion or additions, and “amend” or “amended” shall be construed accordingly;

- (m) any technical term not specifically defined under this Agreement shall be construed in accordance with the general practice of such relevant profession in Malaysia;
- (n) for the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period after or from a specified date, the period is inclusive of, and time begins to run from, the date so specified;
- (o) wherever there shall appear any reference to a time within which an act should be done or agreement reached or consent given, such reference shall be deemed to be read as including the expression "or any other period agreed in writing between the Parties from time to time";
- (p) any reference to a "day", "week", "month" or "year" is a reference to that day, week, month or year in accordance with the Gregorian calendar.

1.3. Entire Agreement

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written.

2.0 APPOINTMENT AND CONSIDERATION

The Authority hereby appoints the Consultant and the Consultant accepts the appointment to provide the Services for a consideration of Ringgit *Specify total cost in word format* only (RM. *Specify total cost in number format*) as the ceiling contract amount (hereinafter referred to as the "**Contract Price**" and specified in **Appendix 5A** of this Agreement) which consists of Ringgit Malaysia *Specify consulting fee in word format* only (RM. *Specify consulting fee in number format*) as the ceiling consulting fee (as specified in **Appendix 5B** of this Agreement) and Ringgit *Specify out of pocket expenses in word format* only (RM. *Specify out of pocket expenses in number format*) as the ceiling out of pocket expenses (as specified in **Appendix 5C** of this Agreement) subject to the terms and conditions set forth in this Agreement as per the Letter of Acceptance dated..... *date issued by the Authority*(as specified in **Appendix 3** of this Agreement).

3.0 EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

3.1. Contract Period

This Agreement shall be for a period of..... *Specify duration of consultancy period (week/month/year)* as specified under item 2 in **Appendix 6** (hereinafter referred to as the "**Contract Period**") commencing from *Specify start date*.....(hereinafter referred to as "**Commencement Date**") and shall expire on the date stated under item 3 in **Appendix 6** (hereinafter referred to as the "**Contract Expiry Date**") unless

terminated earlier in accordance with the provisions of Part E of this Agreement.

3.2. Extension of Contract Period

- (a) The Consultant shall, upon it becoming reasonably apparent that the progress of the Services is delayed, apply in writing to the Authority for the approval of extension of the Contract Period. The Consultant shall further furnish to the Authority relevant information as to the causes of delay together with a revised Services Implementation Schedule and estimated revised cost (if any), for the approval of the Authority.
- (b) The Authority shall have the absolute discretion whether or not to consider such application. In the event the Authority agrees to extend the contract period, the Parties may, as soon as reasonably practicable, negotiate the terms and conditions of such extension
 **Specify period** prior to the Contract Expiry Date as specified under item 4 in **Appendix 6**. If the Parties fail to reach an agreement, this Agreement shall automatically expire on the Contract Expiry Date.

PART B

CONSULTANT'S REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

4.0 CONSULTANT'S REPRESENTATIONS AND WARRANTIES

The Consultant hereby represents and warrants to the Authority that –

- (a) it is a corporation validly existing under the laws of Malaysia;
- (b) it is registered as a consultancy firm with the Ministry of Finance Malaysia (MOF);
- (c) the Consultant shall keep current all such registrations and ensure their validity throughout the duration of this Agreement;
- (d) the Consultant has the legal capacity to enter into and perform its obligations under this Agreement and to carry out the Services as contemplated by this Agreement;
- (e) the Consultant has taken all necessary actions to authorize the entry into and performance of this Agreement and to carry out the Services contemplated by this Agreement;
- (f) as at the execution date, neither the execution nor performance by the Consultant of this Agreement nor any transactions contemplated by this Agreement will violate in any respect any provision of –
 - (i) its Memorandum and Articles of Association; or
 - (ii) any other document or agreement which is binding upon it or its assets;
- (g) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;
- (h) no corruption or unlawful or illegal activities or practices have been used to secure this Agreement;
- (i) this Agreement constitutes a legal, valid and binding obligation of the Consultant and is enforceable in accordance with its terms and conditions;
- (j) it has the necessary financial, technical, and professional capability and expertise to provide the Services under this Agreement,

and the Consultant acknowledges that the Authority has entered into this Agreement in reliance on its representations and warranties as aforesaid.

5.0 CONSULTANT'S OBLIGATIONS

5.1. Quality of Services

- (a) The Consultant shall maintain a professional standard of service and competence and shall exercise all reasonable skill, care and diligence in the discharge of the professional services agreed to be performed under this Agreement in the best interests of the Authority and, in so far as their duties are discretionary, shall act fairly between the Authority and any third party.
- (b) The Consultant shall have sufficient knowledge of the project and other regulations relating to the project, and shall advise the Authority accordingly in matters affecting the implementation of the project.

5.2. Timeliness of Services

- (a) The Consultant shall prepare a draft services implementation schedule incorporating the key dates specified for carrying out the Services which shall be in accordance with the requirements of the Terms of Reference, for the approval of the Authority.
- (b) The agreed draft service implementation schedule as approved by the Authority shall be the Service Implementation Schedule as in **Appendix 7**; which shall be amended only with the approval of the Authority. Any subsequent changes or amendments approved by the Authority shall form part and be read together with the Service Implementation Schedule.
- (c) The Consultant shall provide the Authority scheduled progress reports in such form and details as prescribed in the Terms of Reference.
- (d) The Consultant shall undertake to provide status updates through reports and presentations relevant to the Services as required by the Authority and attend all deliberations and meetings of the Technical Committee and Steering Committee.
- (e) The Consultant shall take remedial action as advised by the Technical Committee and Steering Committee as deemed appropriate and shall prepare the final reports, incorporating the issues raised for the consideration and approval of the Steering Committee.

5.3. Consequences of Delay

- (a) If the Consultant fails to deliver any Deliverables by the due date(s) agreed by both parties as specified in **Appendix 4** of this Agreement without reasonable cause, the Consultant shall pay Liquidated and Ascertained Damages (LAD) to the Authority for the delay. The period of delay shall be calculated beginning from the scheduled delivery date and ending on the actual date as delivered and submitted to the Authority.
- (b) The LAD shall be computed on a daily basis for each day of delay at every stage of deliverables based on the formula specified under item 10 in **Appendix 6** of this Agreement.

5.4. Instructions by The Authority

- (a) The Consultant shall comply with all instructions issued by the Authority in regard to matters expressly empowered under this Agreement. The Consultant shall follow the Authority procedures so far as possible and shall obtain prior approval in writing from the Authority of any departures from such procedures. Nothing in this clause shall be deemed to affect the responsibilities of the Consultant in connection with the Services.
- (b) The Consultant shall attend or be represented at all meetings convened by the Authority to which the Consultant may be summoned, and shall advise and assist the Authority on all matters relating to the Services.

5.5. Consultant's Personnel

- (a) The Consultant shall provide efficient, suitably qualified and experienced Personnel and acceptable to the Authority to carry out the Services.
- (b) The Services shall be carried out by the Consultant's Personnel as specified under **Appendix 8** hereof within the time and stage as specified in the Service Implementation Schedule in **Appendix 7**.
- (c) The Project Manager of the Consultant as specified in **Appendix 8** shall be responsible for the management of the Consultant's Personnel for the Services as well as to act as liaison between the Consultant and the Authority.
- (d) There shall be no changes or substitutions in the Consultant's Personnel set forth in **Appendix 8** without the prior written approval of the Authority. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Consultant's Personnel, the Consultant shall forthwith provide as a replacement, a

person of equivalent or better qualification and experience to the Authority at no additional cost to the Authority of which the Authority shall consider without undue delay.

- (e) In the event the number of Consultant's Personnel as specified in **Appendix 8** is reduced without the prior written approval of the Authority, the Authority shall have the right to deduct the Consulting Fee based on Consultant's Personnel Time Input Schedule as specified in **Appendix 9**.
- (f) The Consultant shall ensure that any changes, substitution or replacement of Personnel shall not affect the term and the implementation for the provision of the Services.

5.6. Information and Records

- (a) The Consultant shall furnish the Authority such information in relation to the Services as the Authority may from time to time reasonably request.
- (b) The Consultant shall keep accurate, systematic and up-to-date records and accounts in respect of the provision of the Services in such form and details as is customary in the profession or as may be required by the Authority from time to time as shall be sufficient to establish accurately that the costs and expenditure referred to in **Appendix 5A, Appendix 5B and Appendix 5C** of this Agreement have been duly incurred.
- (c) The Consultant shall permit the AR from time to time to inspect their records and accounts relating to the Services and to make copies thereof and shall permit the Authority or any person authorized by the Authority, from time to time, to audit such records and accounts during the performance of the Services.
- (d) In the event of failure occurring after the completion of the Project, the Consultant may be required by the Authority to submit a report detailing probable cause and remedial action. References shall be made to all kept records and accounts.

5.7. Liability

The Consultant agrees that it shall provide the Services under this Agreement in good faith and hereby warrants that the Services provided under this Agreement meet the professional standards for consultancy in the relevant field.

5.8. Indemnity

The Consultant agrees with the Authority that –

- (a) the Consultant shall perform all of its obligations under this Agreement at its own risk and releases, to the fullest extent permitted by law, and shall indemnify and keep the Authority and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from carrying out of the Services except where such accident, damage, injury or death is caused or contributed to by any act or omission or negligence of the Authority or its agents and servants and the Consultant expressly agrees that in the absence of any such act, omission or negligence as aforesaid the Authority shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death.
- (b) the Consultant shall indemnify and keep the Authority indemnified from and against all actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (legal cost) charges and expenses whatsoever to which the Authority shall or may be or become liable in respect of or arising from -
 - (i) the negligent use or act, misuse or abuse by the Consultant or the Consultant's Personnel, servants, agents or employees appointed by the Consultant in the performance of the Services; or
 - (ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to by carrying out the Services by the Consultant to any person and not caused by the negligence or willful act, default or omission of the Authority, its agents or servants; or
 - (iii) any loss, damage or injury from any cause whatsoever to property or persons affected by the Services to the extent to which the same is occasioned or contributed to by the act, error, omission, neglect, breach or default of the Consultant or the Consultant's Personnel, servants, agents or employees; and
- (c) the obligations under this clause shall continue after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

5.9. Confidentiality

- (a) Except with the prior written consent or the instructions of the Authority, the Consultant shall not at any time communicate to any person or body or entity any confidential information disclosed to the Consultant for the purpose of the provision of the Services or

discovered by the Consultant in the course of this provision and performance of the Services; nor make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Services; nor make or cause to be made any press statement or otherwise relating to the Services; nor make use of the Deliverables for the purposes other than that stipulated in this Agreement and the foregoing obligations shall not be rendered void by suspension, termination or expiry of this Agreement for whatsoever cause.

- (b) This sub-clause shall not apply to information which:
 - (i) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause;
 - (ii) is already known to the other party to whom it is disclosed to, at the time of disclosure;
 - (iii) is independently developed without benefit of the confidential information of the other party;
 - (iv) is in possession of the Consultant without restriction before the date of receipt from the other party subject to the right of the Government to re-classify certain information as confidential.
- (c) In the event that the Consultant receives a request to disclose all or any part of any confidential information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by the Consultant shall not constitute a violation of this Agreement provided that-
 - (i) the Consultant promptly notifies the Authority of the existence, terms and circumstances surrounding such request;
 - (ii) the Consultant consults with the Authority on the advisability of taking available legal steps to resist or narrow, such request; and
 - (iii) the Consultant exercises its best efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the information to be disclosed.
- (d) This clause continues in force notwithstanding the termination of this Agreement for any reason.

5.10. Notice of Delay

In the event the Consultant encounters any delay in obtaining the required assistance and information set forth in clause 5.6(a), the Consultant shall notify the Authority of such delay and its duration and the Authority, at its absolute discretion, may grant an appropriate extension of time and other consideration appropriate for provision of the Services.

5.11. Assistance in Arbitration Inquiry or Litigation

The Consultant shall, if so required by the Authority, within the period of work before completion, assist and advise the Authority with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and if and when so required by the Authority shall attend and give evidence or otherwise assist the Authority before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Services. In the event of arbitration or other proceedings arising after the completion of Services, if so required by the Authority, the Consultant shall assist in any manner whatsoever and advise the Authority under the same conditions of engagements as are applicable generally to this Agreement, subject always to –

- (a) the right of the Consultant to recover its time and cost in attending to this request, such time and cost to be negotiated separately with the Authority; and
- (b) the right of the Consultant to take appropriate measures to safeguard and protect its interest.

5.12. Situation Beyond Control Of Consultant

- (a) The Consultant shall immediately inform the Authority in writing of any situation or the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations hereunder.
- (b) If the Authority agrees in writing that such situation or event exists, the Authority may terminate this Agreement by giving not less than thirty (30) days written notice and shall pay all fees and payments due and outstanding to the Consultant in accordance with clause 14.0 within thirty (30) days from the date of termination of this Agreement.
- (c) In the event of disagreement between the Parties as to the existence of such situation or event, the matter shall be referred to the AR as specified under item 5 in **Appendix 6** for a decision.

5.13. Prohibition on Association

The Consultant agrees that during and after the conclusion or termination of this Agreement, the Consultant shall limit its role for the Project to the provision of the Services and hereby disqualifies itself from the provision of goods or services in any capacity for the Project including bidding for any part of the Project except as the Authority may otherwise agree or request the Consultant.

5.14. Prohibition on Conflicting Activities

No Personnel of the Consultant assigned to the Services under this Agreement nor the Consultant's staff, subsidiary or associate shall engage, directly or indirectly, either in his name or through his then employer, in any business or professional activities connected to the Services or Project and neither shall the Consultant's Personnel be so engaged directly or indirectly, either in his name or through the Consultant in any such other conflicting business or professional activities.

5.15. Independent Consultant

Nothing contained herein shall be construed as establishing or creating between the Author and the Consultant the relationship of master and servant or principal and agent. The position of the Consultant performing the Services is that of an independent consultant.

5.16. Technology and Knowledge Transfer

- (a) If the Consultant appoints foreign professionals, the Consultant shall endeavour to ensure that the employees of the Authority are trained or exposed to the expertise of such foreign professionals pursuant to a programme for technology and knowledge transfer.
- (b) Pursuant to clause 5.14(a) above, the Consultant shall provide training for a minimum of *Specify number of officer* officials nominated by the Authority to be competent and conversant in the implementation of the Project.
- (c) The Consultant shall allow the employees of the Authority to be involved in the study and implementation of the Project commencing from the Commencement Date of this Agreement until the Contract Expiry Date.

5.17. Intellectual Property Rights

- (a) Any intellectual property rights arising out of design, plans, calculations, drawings, developed or used for or incorporated in the Services shall vest in and become the sole property of the Authority free and clear

of all liens, claims and encumbrances. The Consultant shall not during or at any time after completion on the Services or after the expiry or termination of this Agreement, in any way, question or dispute the ownership of the Authority.

- (b) The Consultant agrees to grant to the Authority free from all royalties, fees and other charges, all licenses in respect of intellectual property rights now or hereafter owned or controlled by the Consultant or in respect of which the Consultant has or will have the right to grant licenses of any design, plans, calculations, drawings, developed or used for or incorporated in the Services or any part thereof.
- (c) The Consultant shall defend and indemnify the Authority from and against all claims, costs, damages, charges and proceedings whatsoever for or on account of infringement of any intellectual property rights in respect of any design, plans, calculations, drawings, documents, plant, equipment, machinery, material, methods or processes developed or used for or incorporated in the Services except where such infringement results from compliance with the Authority's instructions in accordance with this Agreement.
- (d) Where any infringement results from compliance with the Authority's instructions in accordance with this Agreement, any royalties, damages or other monies which the Consultant may be liable to pay to the persons entitled to such intellectual property rights shall be reimbursed by the Authority.

PART C

THE AUTHORITY'S RIGHTS AND OBLIGATIONS

6.0 THE AUTHORITY'S OBLIGATIONS

6.1. Appointment of AR

- (a) The Authority shall appoint the person under item 5 in **Appendix 6** of this Agreement or other persons from time to time as the The Authority Representative ("AR") to carry out its obligations and to exercise its right under this Agreement, and the AR shall have the power to carry out such obligations and exercise such rights on behalf of the Authority, except for the provisions under clause 10.0, 12.0 and 13.0 which are expressly reserved to the officer authorized as named in the signatories to this Agreement or any other officer authorized under section 2 of the Government Contracts Act 1949 [Revised 1973].

- (b) The Consultant shall comply with all instructions issued by the AR in regard to matters expressly empowered to the AR to issue under this Agreement.

6.2. Obligation to give instructions, decisions, etc. without delay

- (a) All instructions, notifications, consent or approval issued by the Authority or the AR shall be in writing. However the AR may, where necessary issue oral instructions, notifications, consent or approvals and such oral instructions, notifications, consents or approvals shall be followed in writing not later than seven (7) days thereafter.
- (b) If the Consultant requires a decision from the Authority for the performance of its Services under this Agreement, the Consultant shall submit its request in writing to the AR and the AR shall give its decision within the period stipulated under item 6 in **Appendix 6** of this Agreement.

6.3. Obligation to Supply Relevant Information and Assistance

- (a) The Consultant may request all the necessary and relevant information which are in the possession of the Authority required for purposes of carrying out of its Services under this Agreement. Notwithstanding the request, the Authority shall have the discretion to supply the necessary information it deems relevant.
- (b) Any necessary and relevant information supplied by the Authority to the Consultant pursuant to clause 6.3(a) of this Agreement shall not relieve the Consultant of any of the Consultant's obligations under this Agreement.
- (c) The Authority gives no warranty in any manner whatsoever for the data, report, map, photograph, plan, drawing, record or other information either as to the accuracy or sufficiency or as to how the same should be interpreted and the Consultant, when he makes use of and interprets the same, shall do so entirely at his own risk and it shall not constitute a breach of obligation on the part of the Authority under clause 6.3(a) of this Agreement if such data, report, map, photograph, plan, drawing, record or information is not accurate or sufficient for the purpose of performing the Consultant's obligation under this Agreement.
- (d) Where necessary, the Authority shall assist the Consultant to obtain, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Authority shall not be responsible for any damage to such land or any property thereon resulting from such access.

6.4. Payment to the Consultant for Services

- (a) In consideration for the performance of the Services, the Authority shall pay or reimburse to the Consultant the Contract Price subject to the ceiling consulting fee, the ceiling out of pocket expenses or any other agreed and approved amount as revised from time to time, and in situation where the actual costs incurred in the performance of the Services does not exceed the ceiling consulting fee and the ceiling out of pocket expenses, downward adjustments can be made in accordance with **Appendix 5A**, **Appendix 5B** and **Appendix 5C**. The payment shall exclude the Government Service Tax, which amount shall be paid by the Authority to the Royal Malaysian Customs Department through the Consultant upon the Consultant giving proof of the Service Tax License. A copy of the Service Tax License is attached in **Appendix 10** of this Agreement.
- (b) Payments under this Agreement shall be made progressively in stages/phases in accordance with the Schedule of Payment as in **Appendix 11** upon the Consultant furnishing to the Authority all relevant drawings, design, reports, records and data when submitting request for payment.
- (c) Payment to the Consultant shall be made within thirty (30) days upon receiving the proper invoices, vouchers and other appropriate supporting materials from the Consultant and be deposited to the account of the Consultant as specified under item 7 in **Appendix 6**.
- (d) If any item or part of an item of an account/claims/invoices rendered by the Consultant is reasonably disputed or reasonably subject to question by the Authority, the Authority shall within thirty (30) days after receipt of the invoice by the AR inform the Consultant in writing of all items under dispute or subject to question. Payment by the Authority of the remainder of the invoice shall not be withheld on such grounds.
- (e) Except as otherwise agreed between the Authority and the Consultant, payments in respect of all fees and expenses incurred by the Consultant shall be made in Ringgit Malaysia.
- (f) If the Consultant intends to claim any additional payment pursuant to any clause of this Agreement, the Consultant shall within ninety (90) days of the occurrence of such event or circumstances or instructions give notice in writing to the AR of its intention for such claim and submit full particulars of the claims together with supporting documents, for the approval of the Authority. If the Consultant fails to comply with this clause, the Consultant shall not be entitled to such claim and the Authority shall be discharged from all liability in connection with the claim.

- (g) Final payment of the Contract Price shall be made only after the final Deliverables and a final account, identified as such, have been submitted by the Consultant and approved as satisfactory by the Authority. Any amount which the Authority has paid or caused to be paid in excess of the costs actually incurred shall be reimbursed by the Consultant to the Authority within thirty (30) days after receipt by the Consultant of notice thereof.

6.5. Withholding Payment

- (a) The Authority may by giving written notice to the Consultant, and without prejudice to any other rights the Authority may have under this Agreement, withhold payments to the Consultant under this Agreement, upon the occurrence and continuance of any of the following events:
 - (i) the Consultant commits any breach of the terms and conditions of this Agreement; or
 - (ii) the progress of the Services fails to measure up to the aggregate payment made to date; or
 - (iii) any other condition which has arisen, which in the opinion of the Authority, interferes or threatens to interfere with the successful carrying out of the Project or the accomplishment of the purposes of this Agreement; or
 - (iv) any failure of the Consultant to deliver the Services to the satisfaction of the Authority.
- (b) The Consultant may apply to the Authority, within fourteen (14) days after receiving notice referred to in clause 6.5(a) to review the decision to withhold payments by submitting documents and other evidence to substantiate its claims that the Services is compatible to the payments received. The Authority's decision on the application shall be final and conclusive.

7.0 THE AUTHORITY'S RIGHTS

7.1. Proprietary Rights of The Authority in Relation to Documents

- (a) All reports and relevant data such as plans, statistics and supporting records or material compiled or prepared by the Consultant in the course of this Agreement shall be the absolute property of the Authority throughout their preparation and at all times thereafter. The Authority shall have the sole and exclusive right, title and ownership to the documents.

- (b) The Consultant shall deliver all the plans, statistics and supporting records or material compiled or prepared in the course of this Agreement to the Authority upon the Contract Expiry Date or earlier termination of this Agreement. The Consultant shall not use any information in the documents for purposes unrelated to this Agreement without the prior written consent of the Authority save and except where the same is required by law or any other regulatory authority or for the purposes of the Consultant's quality performance review processes.
- (c) The Consultant shall not publish alone or in conjunction with any other person any articles, photographs or other illustration relating to the Services unless with the prior written consent of the Authority.
- (d) The Authority reserves the right to make use of all documents including drawings and specifications relating to the Services at any time and for any purpose it so wishes.

PART D

DISPUTE RESOLUTIONS

8.0 DISPUTE RESOLUTION

8.1. Dispute Resolution by the Authority's Representative

- (a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Authority exercising its sole discretion under this Agreement) which are not capable of being amicably resolved between the Parties may be referred to the appointed AR.
- (b) The AR who is appointed for such purposes shall undertake to resolve such dispute with all fairness and endeavour to achieve the best possible solution for the Parties.
- (c) If the Consultant:
 - (i) fail to receive a decision from the AR within seven days (7) days after being requested to do so; or
 - (ii) is dissatisfied with any decision of the AR.

then such dispute or difference shall be referred to Dispute Resolution Committee within fourteen days (14) days.

8.2. Dispute Resolution Committee

- (a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Authority exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee (hereinafter referred to as the "Dispute Resolution Committee"), comprising –
 - (i) Secretary General of the Ministry/ Head of Department as the Chairman;
 - (ii) one (1) representative to be appointed by the Authority; and
 - (iii) one (1) representative appointed by the Consultant.
- (b) The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any matter referred to it.

8.3. Arbitration

- (a) If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant Parties within forty five (45) days after the date of referral, then such dispute or difference shall be referred to arbitration within forty-five (45) days to an arbitrator to be agreed between the Parties and failing such agreement, to be appointed by the Director of the Asian International Arbitration Centre (AIAC) for Arbitration on the application of either Party hereto. Such arbitration shall be heard at the AIAC for Arbitration and shall be conducted in accordance with the rules for arbitration of the AIAC using the facilities and the system available at the Centre.
- (b) Such reference shall not be commenced until after the completion or alleged completion of the Project or determination or alleged determination of the Consultant's employment under this Contract, or abandonment of the Project, unless with the written consent of the Authority and the Consultant.
- (c) In the event that such consent has been obtained in accordance with clause 8.3(b), the reference of any matter, dispute or difference to arbitration pursuant to this clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the parties to perform their respective obligations under this Contract.
- (d) Upon every or any such reference the costs of such incidental to the reference and award shall be in the discretion of the Arbitrator who may

determine the amount thereof, or direct the amount to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same be borne, award and paid.

- (e) The award of the Arbitrator shall be final and binding on the Parties.
- (f) In the event of the death of the arbitrator or his unwillingness or inability to act, then the Authority and the Consultant upon agreement shall appoint another person to act as the arbitrator, and in the event the Authority and the Consultant fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the AIAC.
- (g) this clause, "reference" shall be deemed to be reference to arbitration within the meaning of the Arbitration Act 2005.
- (h) The arbitration shall be governed by the Arbitration Act 2005 and the laws of Malaysia.

PART E

SUSPENSION AND TERMINATION

9.0 SUSPENSION

9.1. Suspension and Resumption of Services

- (a) The AR may at any time instruct the Consultant to suspend part or all of the Services by the giving the Consultant due notice in writing.
- (b) Upon receipt of such instruction, the Consultant shall suspend part or all of the Services for such time and in such manner as specified in the instruction and shall duly protect, store and secure the Services against any deterioration, loss or damage.
- (c) During the suspension period, the Consultant shall continue to perform his obligations under the Agreement which is not affected by the instruction to suspend, including the obligation to effect and maintain insurance.
- (d) The AR may instruct the Consultant to resume the Services at any time thereafter. Upon receipt of such instruction the Consultant shall resume the Services and the parties shall jointly examine the Services affected by the suspension. The Consultant shall make good any deterioration or defect in or loss of the Services which has occurred during the suspension. The Consultant shall also take all necessary actions to mitigate the expenses incurred.

9.2. Extension of Time

- (a) If the Consultant suffers delay and/or incurs expenses in complying with the instruction under clause 9.1 and in resumption of the Services, and if such delay and/or expenses was not foreseeable by the Consultant, the Consultant shall give notice for extension of time. PROVIDED THAT the Consultant shall not be entitled to such extension if the suspension is due to a cause attributable to the Consultant and the Consultant shall not be entitled to payment of loss and expenses if the Consultant–
 - (i) fails to take measures specified in clause 9.1(b); and
 - (ii) fails to take all necessary action to mitigate the expenses incurred.
- (b) In the event such suspension shall continue for a period of more than twelve (12) months, the parties shall then discuss whether to mutually terminate the Agreement or suspend the Services for a further period.

9.3. Consequences of Mutual Termination

- (a) If this Agreement is mutually terminated under this clause–
 - (i) clause 11.1 (b) shall apply; and
 - (ii) payment obligations including all costs and expenditure incurred by the Authority and the Consultant shall be ascertained in accordance with clause 14.

10.0 TERMINATION BY THE AUTHORITY**10.1. Withholding Payment**

If any of the conditions referred to in clause 6.5(a) shall have happened and be continuing for a period of fourteen (14) days after the Authority has given written notice of withholding of payments to the Consultant under this Agreement, the Authority may by written notice to the Consultant terminate this Agreement.

10.2. Default by the Consultant

- (a) In the event the Consultant without reasonable cause –
 - (i) suspends the implementation of the Services and fails to proceed regularly and diligently with the performance of its obligations under this Agreement;

- (ii) fails to execute the Services in accordance with this Agreement or persistently neglects to carry out its obligations under this Agreement;
- (iii) defaults in performing the duties under this Agreement; or
- (iv) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

then the Authority shall give notice in writing to the Consultant specifying the default and requiring the Consultant to remedy such defaults within fourteen (14) days from the date of such notice. If the Consultant fails to remedy the relevant default within such period or such other period as may be determined by the Authority, the Authority shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect.

10.3. Events of Default

- (a) If at any time during the Contract Period-
 - (i) the Consultant goes into liquidation or a receiver is appointed over the assets of the Consultant or the Consultant makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debt; or
 - (ii) any of the Consultant's director is prosecuted for any offences; or
 - (iii) any other condition which has arisen, which in the opinion of the Authority, interferes or threatens to interfere with the successful carrying out of the Services or the accomplishment of the purposes of this Agreement,

then the Authority shall have the right to terminate this Agreement forthwith by giving notice to that effect.

10.4. Consequences of Termination by the Authority

- (a) Upon termination of this Agreement under clause 10.1, 10.2 or 10.3 the powers and rights granted by and the obligations in this Agreement shall terminate immediately.
- (b) The Consultant shall hence forth –
 - (i) cease all the Services;
 - (ii) submit to the Authority the detailed reports of the costs of the Services and other payments which has become due and owing

from the Authority prior to the termination for verification and approval by the Authority;

- (iii) at no cost, hand over all plans, drawings, reports, records, documents, specifications and similar materials to the Authority save and except its own working papers and archival copy of any advice, reports or opinion of which are retained to support any advise opinion or report that the Consultant may provide; and
 - (iv) allow a third party to enter into an agreement with the Authority or any person deemed necessary by the Authority for the purpose of carrying out or completing the Services.
- (c) The Authority shall hence forth –
- (i) be entitled to claim against the Consultant for any losses and/or damages suffered as a result of the termination; and
 - (ii) be entitled to appoint another consultant to perform the Services and the Consultant shall pay to the Authority all cost and expenses incurred by the Authority in completing the Services in excess of the costs and expenses which would have been paid to the Consultant to complete the Services had this Agreement not been terminated.

PROVIDED THAT the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement and the obligations under this Agreement shall continue even after the termination of this Agreement in respect of any act, deed, matter or thing happening prior to such termination of this Agreement.

11.0 TERMINATION BY THE CONSULTANT

- (a) If the Authority without reasonable cause fails to perform or fulfil any of its obligations which adversely affects the Consultant's obligations under this Agreement, then the Consultant may give notice in writing to the Authority specifying the default and the Authority shall remedy the relevant default within fourteen (14) days after receipt of such notice or such extended period as agreed by the Parties.
- (b) If the Authority fails to remedy the relevant default within such period or such other extended period as agreed by the Parties, the Consultant shall be entitled to terminate this Agreement at any time by giving notice to that effect.

11.1. Consequences of Termination by the Consultant

Upon such termination, the Consultant shall accept the following undertaking by the Authority as full and complete settlement of all claims for payment under or arising out of this Agreement:

- (a) The Authority shall, after receiving the detailed reports of the costs of the Services and other payments which has become due and owing to the Consultant, pay the Consultant all costs incurred in accordance with this Agreement.
- (b) The Consultant shall –
 - (i) cease to provide the Services to the Authority;
 - (ii) at its own costs and expense, vacate and remove from the Project Management Team's office any equipment, machineries and materials belonging to the Consultant, its employees, servants and agents and make good all damage caused by such removal or such detachment; and
 - (iii) at no cost, deliver to the Authority all documents relevant to the Project as are in the possession of the Consultant who shall be permitted to retain copies of any documents so delivered to the Authority.
- (c) FOR THE AVOIDANCE OF DOUBT, the Parties hereby agree that the Consultant shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

12.0 TERMINATION ON NATIONAL INTEREST

- (a) Notwithstanding any provisions of this Agreement, the Authority may terminate this Agreement by giving not less than fourteen (14) days notice to that effect to the Consultant (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.
- (b) Upon such termination –
 - (i) clause 11.1(b) shall apply; and
 - (ii) the Consultant shall be entitled to compensation in accordance with clause 14 which shall be determined by an independent auditor appointed by the Authority after due consultation with the Consultant in respect of the appointment of the independent auditor.
- (c) For the purposes of this clause, what constitutes “national interest”, “interest of national security”, “the Government policy” and “public policy” shall be solely made and determined by the Authority and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

13.0 TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES

- (a) Without prejudice to any other rights of the Authority, if the Consultant, its personnel, servants or employees, is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Agreement or any other agreement that the Consultant may have with the Authority, the Authority shall be entitled to terminate this Agreement at any time by giving immediate written notice to that effect to the Consultant.
- (b) Upon such termination –
 - (i) clauses 10.4(b) and (c) shall apply; and
 - (ii) the Authority shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Authority arising from such termination.

14.0 PAYMENT UPON SUSPENSION AND TERMINATION

- (a) If this Agreement is suspended or terminated under clauses 9.0, 11.0 or 15.0, the amount to be paid in so far as such amounts or items have not already been covered by payments on account made to the Consultant shall be the value of all Services carried out up to the date of suspension or termination.

PROVIDED THAT such amount to be paid by the Authority shall be confined only to the payment as are clearly and expressly stated in the above.

- (b) On suspension or termination, the Consultant shall be paid all fees and expenses commensurate with the Services performed by the Consultant up to the date of suspension or termination which may then be due. The payments made for fees and expenses shall be deemed as full and final payment for the Services up to the date of suspension or termination.
- (c) If this Agreement is resumed, any payment of fees under this clause, except in respect of abortive work that has to be re-done, shall be taken as payment on account towards the fees payable under this Agreement.
- (d) Upon suspension or termination of this Agreement, the Consultant shall within the period specified under item 8 in **Appendix 6** of this Agreement submit to the AR a statement of final account and supporting documentation showing in details the value of Services carried out in accordance with this Agreement.
- (e) Within the period specified under item 9 in **Appendix 6** of this Agreement, the AR shall verify the statement of account and its

supporting documentation and evaluate the Services carried out and shall issue the final account for the Services.

- (f) FOR THE AVOIDANCE OF DOUBT, the Parties hereby agree that the Consultant shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

15.0 FORCE MAJEURE

15.1. Events

Neither Party shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations thereunder as a result of the occurrence of an Event of Force Majeure. An “Event of Force Majeure” shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall be –

- (a) war (whether declared or not), hostilities, invasion, armed conflict, acts of foreign enemy, insurrection, revolution, rebellion, military or usurped power, civil war, or acts of terrorism;
- (b) ionising radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- (c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- (d) natural catastrophe including but not limited to earthquakes, floods, subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather; and
- (e) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the Consultant or its employees, which causes, or can reasonably be expected to cause either Party to fail to comply with its obligations,

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

15.2. Notification of Force Majeure

If any Event of Force Majeure occurs which renders a Party unable to perform or fulfil any of its obligations under this Agreement, the Party so affected shall immediately notify the other in writing of the occurrence of any Event of Force

Majeure applicable to its obligations under this Agreement giving full details thereof and measures being taken by the Party so affected to reduce the severity of such event and subsequently the cessation of such event. If either Party does not agree that an Event of Force Majeure has occurred then the dispute shall be referred to the AR for a decision.

15.3. Termination by Force Majeure

If an Event of Force Majeure has occurred and either Party reasonably considers such Event of Force Majeure applicable to it to be of such severity or to be continuing for a period of more than six (6) months then the Parties may mutually terminate this Agreement.

15.4. Consequences of Termination due to Event of Force Majeure

If this Agreement is terminated pursuant to clause 15.3, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claims against each other save and except in respect of any antecedent breach.

15.5. Delay

- (a) Any Party to this Agreement affected by the Event of Force Majeure who has complied with the requirement to provide notice in accordance with clause 15.2 shall not be liable for any delay in performing its obligation under this Agreement to the extent that such delay has been caused by one or more of Event of Force Majeure and the time for completion of any obligation under this Agreement shall be extended by the amount of the delay caused by such Event of Force Majeure. If the Parties do not agree as to the duration of the delay, the disagreement shall be referred to the AR for a decision.
- (b) Notwithstanding clause 15.5(a), if the continuing occurrence of an Event of Force Majeure is of such severity that it frustrates the original intention and objective of the Parties hereto, the Parties hereto shall forthwith take steps to discuss the circumstances and the consequences of such event and shall consider how best to achieve the objectives of this Agreement in such circumstances and shall, if appropriate, give consideration to any amendment of this Agreement and the terms and conditions of such amendments.

15.6. Restoration

Notwithstanding any other provision in this Agreement, if an Event of Force Majeure occurs and this Agreement is not terminated then in any case where the delivery of the Services or any part thereof has been affected, the Consultant shall restore such Services to what it was immediately prior to the occurrence of that Event of Force Majeure at its own expenses. Where as a result of such restoration the Consultant is able to demonstrate that it has

incurred substantial costs affecting the Services, the Consultant may apply to the Authority for such remedies to enable the Company to recover the costs of such restoration.

15.7. Insurance

Notwithstanding any other Clause, the Consultant shall ensure that whenever reasonably practicable insurance is effected (whether by itself or by its contractors) to cover the occurrence of Events of Force Majeure, PROVIDED THAT such Events of Force Majeure are reasonably and practicably insurable.

PART F

GENERAL PROVISIONS

16.0 AMENDMENT

No modification, amendment or waiver of any of the provisions of this Agreement shall be valid unless it is made in writing by way of supplementary agreement specifically referring to this Agreement and duly signed by the Parties or its duly authorised representatives. The provision in respect of such amendment, variation or modification thereof shall be supplemental to and be read as an integral part of this Agreement which shall remain in full force and effect as between the Parties.

17.0 NOTICES

- (a) Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing in Bahasa Malaysia or English language and delivered to the address or facsimile number of the Authority or the Consultant, as the case may be, shown below or to such other addresses, or facsimile numbers as either party may have notified the sender and shall unless otherwise specified herein deemed to be duly given or made, in the case of delivery in person, when delivered to the recipient at such address or by facsimile transmission, when the recipient's facsimile number is shown on the sender's print-out for the transmission regarding the date, time and transmission of all pages, as specified under item 11 in **Appendix 6** of this Agreement.
- (b) It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen days (14).

18.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the jurisdiction of the courts of Malaysia.

19.0 COMPLIANCE WITH LAWS AND REGULATIONS

- (a) The Consultant shall comply with all applicable laws and regulations in Malaysia and all statutory requirements, standards and guidelines, regulating or relating to the conduct, trade, business of it's profession and shall be fully and solely liable for the provisions of the Services.
- (b) The Consultant shall comply with relevant policies, procedures and regulations of the Authority in carrying out the Services.”.

20.0 SEVERABILITY

If any provision of this Agreement is held to be illegal or is invalid under any laws or regulations effective and applicable during the term of this Agreement such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised as part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this Agreement.

21.0 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties and none of them shall have any authority to bind the other in any way nor shall this Agreement be construed to constitute any party the agent of the other party.

22.0 ADVERTISEMENT

No advertisement in respect of this Agreement shall be published by the Consultant or with the Consultant's authority in the newspaper, magazine or in any forms of advertisement without prior written approval of the Authority.

23.0 TIME

Time wherever mentioned, shall be of the essence of this Agreement.

24.0 COSTS AND STAMP DUTY

The Consultant shall solely bear the stamp duties, legal costs and fees in the preparation and execution of this Agreement and anything incidental thereto.

25.0 INCOME TAX

- (a) The Consultant and Personnel, including any expatriate personnel and/or foreign Associated Consultant(s) for the Services shall submit the necessary tax returns as required by the Director-General of Inland Revenue in respect of their income in order that tax can be assessed.

- (b) The Authority shall deduct tax from all payments due to any expatriate personnel and/or foreign Associated Consultant(s) at the rate prescribed under the withholding tax laws in effect in Malaysia.
- (c) The Authority agrees to reimburse the foreign Associated Consultant(s) any excess payment in income tax.

26.0 SCHEDULES AND APPENDICES

All Schedules and Appendices herewith shall form an integral part of this Agreement and are to be taken as mutually explanatory of one another. However, if there is any ambiguity or discrepancy –

- (a) between the Appendices with the terms and conditions of this Agreement, then the terms and conditions of this Agreement shall prevail over the Appendices; or
- (b) in the Appendices of this Agreement, the AR and Consultant shall reach a mutual understanding to resolve the ambiguity or discrepancy.

27.0 WAIVER

Failure by any party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of its right to enforce the breach of such provision or any of the provision in this Agreement or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Agreement.

28.0 CUSTODY OF AGREEMENT

This Agreement shall be prepared in both original and certified duplicate copy. The original of this Agreement shall remain in the custody of the Authority and shall be made available at all reasonable times for the inspection of the Consultant. The duplicate copy shall be kept by the Consultant.

29.0 SUCCESSORS BOUND

This Agreement shall be binding upon each of the Parties hereto and their respective successors in title.

PART G

SPECIAL PROVISIONS

[NOTE : WHERE THERE IS A NEED FOR SPECIAL CONDITIONS OVER AND ABOVE THE GENERAL CONDITIONS, THIS SECTION IS TO BE INSERTED BY THE RELEVANT AGENCY WITH THE APPROVAL OF THEIR RESPECTIVE LEGAL ADVISORS. OTHERWISE THIS PAGE TO BE LEFT AS SUCH ABOVE]

- None -

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and the year first hereinbefore appearing.

SIGNED for and on behalf of
THE AUTHORITY

)(Signature).....
) (Name, Designation & Department's Seal)

In the presence of:

.....
Name of witness :
NR IC No. :

SIGNED for and on behalf of
THE CONSULTANT

)(Signature).....
) (Name, Designation & Company's Seal)

In the presence of:

.....
Name of witness :
NR IC No. :

APPENDIX 1

APPENDIX 1 : TERMS OF REFERENCE

[TO BE INSERTED BY THE AUTHORITY]

To Include at least :

1. Project Background
2. List & Mode of Deliverables
3. Scope of Services

APPENDIX 2

APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION

[CONSULTANT'S TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION-
TO BE INSERTED BY THE AUTHORITY]

APPENDIX 3

APPENDIX 3 : LETTER OF ACCEPTANCE

[THE LETTER OF ACCEPTANCE SHALL INCLUDE THE SIGNING PAGE AND
EXECUTED BY THE CONSULTANT - TO BE INSERTED BY THE AUTHORITY]

APPENDIX 4**APPENDIX 4 : DELIVERABLES**

[TO BE INSERTED BY THE AUTHORITY]

No.	Deliverables Stages	Details	Due Date of Submission
1.			
2.			

APPENDIX 5A

APPENDIX 5A : SUMMARY OF TOTAL CONSULTING COST

[TO BE INSERTED BY THE AUTHORITY]

APPENDIX 5B

APPENDIX 5B : CONSULTING FEES

[DETAILED BREAKDOWN/CALCULATION OF FEES-
TO BE INSERTED BY THE AUTHORITY]

APPENDIX 5C

APPENDIX 5C : OUT OF POCKET EXPENSES

[DETAILED BREAKDOWN/CALCULATION OF OUT OF POCKET EXPENSES-
TO BE INSERTED BY THE AUTHORITY]

APPENDIX 6**APPENDIX 6 : SCHEDULE OF AGREED ITEMS**

Item	Clause of Agreement	Description	Remarks
1.	3.1	Commencement date	 date to be inserted by Agency
2.	3.1	Contract period	 week/month/year
3.	3.1	Contract Expiry date	 date to be inserted by Agency
4.	3.2(b)	Period for negotiation of the terms and condition for extension of the contract period	week/month/year prior to Contract Expiry Date
5.	1.1(c), 5.12(c), 6.1(a) & 8.1(a)	The Authority's Representative (AR)	 designation/(s) to be inserted by Agency
6.	6.2(b)	Period for the Authority to give decision	 days to be inserted by Agency
7.	6.4(c)	Consultant's bank account details for purposes of payment	Name: Account No.:..... Bank Address:.....
8.	14(d)	Period for Consultant to submit statement of final account for the Services and supporting documentation to AR	months from the date of suspension or termination
9.	14(e)	Period for AR to verify the statement of account and supporting documentation.	 months from the date of receipt from the Consultant
10.	5.3(b)	Formula for calculation of Liquidated and Ascertained Damages: $\text{LAD} = \frac{\% \text{ BLR}}{100} \times \frac{\text{Fees}}{365}$ (subject to a minimum of RM100/- per day)	RM...../day
11.	17(a)	a) <u>For the Authority</u> b) <u>For the Consultant</u>	a) Official Designation: Address: Fax No. : Tel. No : Email : b) Name of Firm : Address : Fax No. : Tel No.: Email :

APPENDIX 7**APPENDIX 7 : SERVICES IMPLEMENTATION SCHEDULE**

[TO INCLUDE DUE DATE(S) OF SPECIFICALLY IDENTIFIED DELIVERABLES-
TO BE INSERTED BY THE AUTHORITY]

No	Deliverable stages	List of activities	Period of Implementations according to activities	Start Date (according to activities)	End Date (according to activities)

OR

GANTT CHART

APPENDIX 8**APPENDIX 8 : CONSULTANT'S PERSONNEL**

[TO BE INSERTED BY THE AUTHORITY]

No	Name of Personnel (inclusive of owner & principal)	Role in Team	Number of Years of Working Experience	Age	Employment Status with the firm (Permanent/ Temporary)	Full Name of Highest Academic Qualification (specify name of university)	Professional Certificates (list name of certificate and membership no. (if any))

APPENDIX 9

**APPENDIX 9 : CONSULTANT'S PERSONNEL TIME INPUT SCHEDULE
(IF APPLICABLE)**

[TO BE INSERTED BY AUTHORITY]

No.	Name of Personnel Involved in each stages	Total Time Input by each personnel and according to deliverable stages	Start Date (work commenced by each personnel)	End Date (work ended by each personnel)
Deliverable Stage XX				
1				
etc				
Deliverable Stage XX				
etc				
Deliverable Stage XX				
etc				

APPENDIX 10

APPENDIX 10 : CONSULTANT'S SERVICES TAX LICENSE

[TO BE INSERTED BY RELEVANT AGENCY]

APPENDIX 11

APPENDIX 11 : SCHEDULE OF PAYMENT

[BREAKDOWN OF SCHEDULED PAYMENT BY STAGES/PHASES OR MONTHS-
TO BE INSERTED BY THE AUTHORITY]