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1950

1950

SARAWAK, MALAYSIA

**KUCHING PORT AUTHORITY**


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**KUCHING PORT EXPANSION PROJECT**

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**CONTRACT DOCUMENT  
VOLUME 1**

**INSTRUCTIONS TO TENDERERS,  
TENDER, TENDER GUARANTEE,  
PERFORMANCE BOND, AGREEMENT,  
CONDITIONS OF CONTRACT  
and  
SPECIFICATION**

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**JAPAN PORT CONSULTANTS, LTD.**  
Consulting Engineers and Architects

Tokyo

June 1970

SARAWAK, MALAYSIA  
KUCHING PORT AUTHORITY  
KUCHING PORT EXPANSION PROJECT

CONTRACT DOCUMENT

VOLUME 1

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\* \* \* \*

## INSTRUCTIONS TO TENDERERS

### Visiting Site and Examining Documents

1. Persons tendering must inspect and examine the site of the proposed works at Kuching and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for the purpose of making a tender and entering into a Contract, and before tendering must carefully study and examine the Contract Documents. All costs and charges in connection with the above-mentioned visits shall be borne by persons tendering.

Persons tendering or their representatives will be given permission on application to visit and inspect the site on any days before the closing date of the Tender.

### Neglect to obtain Information

2. Any neglect or failure on the part of persons tendering to obtain reliable information and physical conditions on the spot or elsewhere or any other matters affecting the execution, completion and maintenance of the Works, the Tender Price and Contract, shall not relieve the persons whose tender is accepted from any risks or liabilities or from the responsibility of completing and handing over the Works as defined in the Contract.

### Consortium of Joint venture

3. Where a tender is submitted by two or more firms forming a consortium or joint venture, it will be permissible for the tender to be signed by any one of the constituent firms provided that the tender is supported by adequate letters from the other partners or members of the consortium or joint venture giving proof that the tender is binding upon the consortium or joint venture as a whole and provided also that the tender and the said letters state which of the firms forming the consortium or joint venture would manage the contract and supervise the Works on the Site throughout the construction as well as the maintenance period specified in the Contract. The Contract Documents prepared subsequent to the acceptance of such a tender shall, however, be signed by all the partners of the consortium or joint venture.

### Preparation of tender

4. The tender shall be signed with all blanks filled in, but not the Forms of Agreement and Performance Bond.

### Entry of Rates and amounts

5. The Tenderer must fill in rates and amounts to each item in the Bills of Quantities whether quantities are stated or not. Any item against which no rate or amount is entered by the Tenderer shall be deemed to have been covered by the other rates or amounts in these Bills, and will not be paid for by the Employer.



Pricings

6. The Bill of Quantities shall be fully priced out to show the amount of the Tender, and the Tender and the Summary thereof shall be filled in. The Tenderer may be required by the Employer to submit a breakdown of any of the rates and/or amounts during the period in which the Tender is being considered and he shall do so without undue delay.

Programme

7. The Tenderer shall submit with his Tender a detailed programme showing the method and order of procedure in which he proposes to carry out the Works and shall also furnish particulars in writing of the Constructional Plant and Temporary Works which he intends to supply use or construct as the case may be. The said programme shall clearly indicate by a chart as necessary the order and time-table in which the various sections of the Works are to be constructed and completed.

Tender  
Guarantee

8. (a) The Tenderer shall submit with his Tender a guarantee in the sum of Malaysian Dollars Four hundred and fifty thousand only (M\$450,000.-) in either of the following forms:-

(i) A bank receipt for the cash deposit to the credit of the Employer made at a licensed bank operating in Malaysia and approved by the Employer.

(ii) A written guarantee in a Form as set out on Page XI from a licensed bank operating in Malaysia.

(b) The cash deposit or the bank guarantee shall be retained by the Employer until a Tender has been finally accepted; thereafter the unsuccessful Tenderers may withdraw their deposits on return of the Tender Documents. In the case of the successful Tenderer the deposit or the bank guarantee will be retained by the Employer until a contract has been signed and the Performance Bond referred to in the Contract Documents has been duly executed.

(c) If the successful Tenderer fails to provide, for the due performance of the Contract, the required Performance Bond within one calendar month from the date on which the successful Tender is accepted the full amount of his tender deposit shall be retained by, or the full amount of the bank guarantee for the Tender shall become payable to, the Employer as compensation for such default and the Employer shall be entitled by notice in writing to withdraw his acceptance of the Tender and such acceptance, if so withdrawn, shall thereupon be void and the Tenderer shall have no claim against the Employer for any damages whatsoever in respect of such withdrawal.

Foreign currency requirement

9. The Tenderer shall complete the schedule given in the Appendix to the Tender for all payments he will require to be made in currencies other than Malaysian Dollars.

No alteration allowed

10. No alteration shall be made in the form of Tender, Bills of Quantities or other documents and the Tender shall comply fully with the terms of the accompanying documents and the Conditions of Contract.

Error or Omission

11. If the Employer discovers errors or omissions in any Tender he will require the same to be corrected and in such cases a compensating adjustment will be made but the Tender Price shall remain unaltered.

Tender Price

12. The Tenderer's attention is particularly drawn to the following:-

a) that the Tender Price must include all costs associated with labour including the cost of any incentives necessary to retain sufficient labour on site to meet the requirements of the programme submitted in connection with the Tender; and

b) that the Tender Price must include all increases in the cost of labour transport plant materials and other things.

The submission of a Tender shall be deemed to be an undertaking that the Tender Price includes the above.

Currency

13. All rates and prices and monetary statements in this Contract shall be calculated in Malaysian Dollars. Payments due under this Contract will be made in Malaysian Dollars, unless otherwise submitted by the Tenderer as stated in paragraph (9) above and shown in the Appendix to the Tender.

Alternative Design

14. If the Tenderer should wish to submit for consideration an alternative design and method of construction for the dredging and reclamation works excluding the ground improvement works, but not for any other works, he shall include the necessary drawings, design criteria, calculations and the proposed method of construction in detail. The Tenderer shall also submit with the Tender his priced Bills of Quantities of the alternative designs and methods of construction in addition to the original Bills of Quantities issued with this Tender.

Treatment of documents

15. The Tenderer (whether he submits a Tender or not) shall treat the details of the Documents and Drawings as private and confidential.

No payment

16. The Employer shall not be responsible for nor pay for any expenses or losses which may be incurred by any Tenderer in the preparation and submission of his Tender.

Doubt or Ambiguity

17. Should there be any doubt or ambiguity as to the meaning of any of the Contract Documents, these Instructions to Tenderers or any other matter or thing, the Tenderer must set forth in writing in English such doubt or ambiguity and submit the same to the Consulting Engineers at Tokyo, Japan; with a copy to the Kuching Port Authority at Kuching not later than four weeks before the closing date of the Tender for elucidation.

Delivery of Tender

18. The Tenderer shall deliver his Tender together with all accompanying documents both in duplicate to the Chairman, Kuching Port Authority, Kuching, Sarawak, Malaysia not later than 12 noon East Malaysia time on ..... 1970, if sent by post they shall be registered and posted so as to be received by the Chairman not later than the same date and time.

The Tender shall be enclosed in a sealed cover endorsed clearly on the outside with the words "Tender for Kuching Port Expansion Project at Pending Point, Kuching".

Rejection of Tender

19. The Tender of any Tenderer who has not complied with any of the foregoing instructions may not be considered.

Returning of Documents, etc.

20. The unsuccessful Tenderer shall upon the notification of the results of the Tender forthwith return to the Employer all the Documents and Drawings he received for this Tender.

Accept lowest or any Tender

21. The Employer does not bind itself to accept the lowest or any tender and will not assign any reason for the rejection of any tender.

Withdrawing Tender

22. The Tender may be withdrawn by the Tenderer by despatch of a written request or by telegraph so as to be received by the Chairman, Kuching Port Authority before 12 noon East Malaysia time on the same day of the closing date.

TENDER

(Notes:- The Appendix forms part of the Tender, Tenderers are required to fill up all the blank spaces in this Tender Form and Appendix.)

The Chairman,  
Kuching Port Authority,  
Kuching, Sarawak,  
Malaysia.

Sir,

Kuching Port Expansion Project

Having examined the Conditions of Contract, Specification, Drawings and Bills of Quantities for the construction of the above-named Works, we, the undersigned, offer to construct complete and maintain the whole of the said Works in conformity with the said Conditions of Contract, Specification, Drawings and Bills of Quantities for the sum of Malaysian Dollars ..... (M\$ ..... ) or such other sum as may be ascertained in accordance with the said Conditions.

2. We undertake if our Tender is accepted to commence the Works within 30 days of receipt of the Employer's order to commence, and to complete and deliver the whole of the Works comprised in the Contract within seven hundred and fifty (750) consecutive days calculated from the last day of the aforesaid period in which the works are to be commenced.

3. Under paragraph 8(a) and (b) of the Instructions to Tenderers, we attach herewith a receipt from the ..... Bank, approved by you, for the sum of Malaysian Dollars Four hundred and fifty thousand (M\$450,000) in respect of the cash deposit made to your credit/we submit herewith a Tender Guarantee executed by the ..... Bank, approved by you, in the sum of Malaysian Dollars Four hundred and fifty thousand (M\$450,000.-) being the amount of earnest money required in accordance with the Instructions to Tenderers for the construction of the Kuching Port Expansion Project aforesaid.

4. If our tender is accepted we will further obtain the guarantee of an Insurance Company or Bank or alternatively provide two good and sufficient sureties (to be approved in either case by you) to be jointly and severally bound with us in a sum of 10 per cent of the above tendered sum for the due performance of the Contract under the terms of a Performance Bond to be approved by you.



5. We agree to abide by this Tender for the period of four calendar months beginning at 12:00 noon East Malaysia time on the closing date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

APPENDIX

		<u>Clause</u>	
Amount of Performance Bond or			
Guarantee .....	10		Ten per cent of Tender Sum.
Minimum Amount of Third Party			
Insurance ....	23(2)		M\$1,000,000 for any one incident, number of incidents unlimited.
Period for commencement, from			
Employer's order to commence .....	41		Thirty (30) days.
Time for completion .....		43	Seven hundred and fifty (750) consecutive days.
Amount of Liquidated Damages .....		47(1)	M\$20,000/- per week or part of week.
Period of Maintenance .....		49	Twelve months.
Percentage for Adjustment of			
P.C. Sum .....	58(2)		..... per cent.
Percentage of Retention .....		60(5)	Ten per cent of any sums payable.
Limit of Retention Money .....		60(5)	Ten per cent (10%) of final contract sum.
Minimum Amount of Interim			
Certificates .....	60(6)		M\$200,000/-.
Time within which payment to be			
made after Certificate .....	60(10)		30 days.
Currency in which payment			
against each certificate			
is to be made .....	60(20)		..... per cent in Malaysian Dollars.

APPENDIX (Cont'd.)

Schedule for  
Foreign Currency Requirement

Country	Currency Unit	Items and Tender Price covered by such Payment	Amount expressed in per cent of (c)	Place and Approx. Date of Payment
(a)	(b)	(c)	(d)	(e)
1. U.S.A.	US\$			
2. U.K.	£			
3. Japan	¥			
4. W.Germany	DM			
5.				
6.				
7.				
8.				

TOTAL OF FOREIGN CURRENCY REQUIREMENT = ..... per cent of Tender Sum.

Note:- a) Foreign currency requirement will be paid to the Contractor at the exchange rate of Malaysian Dollar in term of the par value of the currency as declared by the International Monetary Fund at the time of payment.

b) At present, the par value of one Malaysian Dollar (M\$1.00) equals to U.S. Dollar 0.32667 (US\$0.32667).

Date this ..... day of ..... , 1970.

Signature ..... in the capacity of

..... duly authorised to sign

tenders for and on behalf of .....

Address: .....

Witness: .....

Address: .....

Occupation: .....

The Chairman,  
Kuching Port Authority,  
Kuching,  
Sarawak,  
Malaysia.

Sir,

Tender Guarantee

As requested by the Tenderer Mr./Messrs. ....  
.....  
of .....  
we hereby guarantee that the sum of Malaysian Dollars Four hundred and  
fifty thousand only (M\$450,000/-) being the amount of earnest money  
required to be deposited to the credit of the Kuching Port Authority,  
Kuching, Sarawak, (hereinafter called the Authority) in accordance  
with the Instructions to Tenderers for THE CONSTRUCTION OF KUCHING PORT  
EXPANSION PROJECT AT PENDING POINT, KUCHING, shall become payable by  
us immediately on receipt of notice in writing given to us by the Author-  
ity or its authorised representative.

This guarantee is effective from the date of the Tender Docu-  
ments submitted by the Tenderer, namely .....  
..... 1970, and is to remain in force until  
after a notice in writing to discontinue the same is given by the Author-  
ity or its authorised representative or until the Tenderer is notified  
in writing that his Tender is unsuccessful.

The Common Seal of .....  
..... Limited  
was hereunto affixed in the presence of:-  
.....  
.....  
Address: .....  
.....  
Date: .....

or  
SIGNED SEALED AND DELIVERED BY THE:

said .....

.....  
in the presence of:  
.....



PERFORMANCE BOND

THIS AGREEMENT is made the ..... day of .....  
between .....  
of .....  
.....  
(hereinafter called the Guarantor) of the one part and the Kuching Port Authority (hereinafter called the Principal) of the other part.

WHEREAS

(a) This Agreement is supplemental to a contract (hereinafter called the Contract) dated ..... and made between .....  
.....  
(hereinafter called the Contractor) of the one part and the Principal of the other part whereby the Contractor agreed and undertook to .....  
.....  
..... for the sum of M\$ .....

(b) The Guarantor has agreed to guarantee the due performance of the Contract in manner hereinafter appearing.

NOW the Guarantor hereby agrees with the Principal as follows:-

1. If the Contractor shall in any respect fail to execute the Contract or commit any breach of his obligations thereunder then the Guarantor will indemnify the Principal the sum of Malaysian Dollars .....  
..... (M\$ .....).
2. The Guarantor shall not be discharged or released from his guarantee by any arrangement between the Contractor and the Principal with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Contract or by any forbearance whether as to payment time performance or otherwise.

Given under our respective hands and seals the date first mentioned above.

The Common Seal of .....  
..... (Guarantor)  
was hereunder affixed in the presence of:-

or

SIGNED SEALED AND DELIVERED BY THE  
said .....  
.....  
in the presence of:-

The Common Seal of .....  
..... (Principal)  
was hereunder affixed in the presence of:-

or

SIGNED SEALED AND DELIVERED BY THE  
said .....  
.....  
in the presence of:-

SARAWAK, MALAYSIA  
CONSTRUCTION OF KUCHING PORT EXPANSION PROJECT AT PENDING POINT  
AGREEMENT

THIS AGREEMENT is made the ..... day of...  
1970 BETWEEN the Kuching Port Authority, Kuching, Sarawak, Malaysia (herein-  
after called the Employer) of the one part and .....  
.....  
in the Country of ..... (hereinafter called  
the Contractor) of the other part.

WHEREAS the Employer is desirous that certain Works should be con-  
structed, viz. The Kuching Port Expansion Project at Pending Point, Kuching  
and has accepted a Tender by the Contractor for the construction completion  
and maintenance of such Works NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meanings  
as are respectively assigned to them in the Conditions of Contract herein-  
after referred to.
2. The following documents shall be deemed to form and be read and con-  
strued as part of this Agreement, viz:-
  - (a) The said Tender.
  - (b) The Drawings.
  - (c) The Conditions of Contract (Parts, I, II and III).
  - (d) The Specification.
  - (e) The Bills of Quantities.
  - (f) The Schedule of Basic Rates and Prices.
3. In consideration of the payments to be made by the Employer to the  
Contractor as hereinafter mentioned the Contractor hereby covenants with  
the Employer to construct complete and maintain the Works in conformity in  
all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration  
of the construction completion and maintenance of the Works the Contract  
Price at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective  
Common Seals to be hereunto affixed (or have hereunto set their respective  
hands and seals) the day and year first above written.

The Common Seal of .....

was hereunto affixed in the presence of:-

or

SIGNED 'SEALED AND DELIVERED BY THE

said .....

in the presence of:-

CONTRACT DOCUMENT

VOLUME 1

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## CONDITIONS OF CONTRACT

### PART I - GENERAL CONDITIONS

The General Conditions of Contract shall be "Conditions of Contract (International) for Works of Civil Engineering Construction" as have been prepared by the Federation Internationale des Ingénieurs-Conseils (F.I.D.I.C.) jointly with the Fédération Internationale du Bâtiment et des Travaux Publics (F.I.B.T.P.) (now known as Fédération Internationale des Entrepreneurs Européens de Bâtiment et des Travaux Publics - F.I.E.E.B.T.P.), and are recommended by those bodies and the International Federation of Asian and Western Pacific Contractors Associations (I.F.A.W.P.C.A.) for general use, Second Edition, July, 1969, as modified or added to by the Conditions of Particular Application, Parts II and III, which shall be read and construed with the General Conditions as if they were incorporated therewith. Insofar as any of the said Conditions of Particular Application may conflict with any of the General Conditions, the Conditions of Particular Application shall always prevail.



CONDITIONS OF CONTRACT

PART II - CONDITIONS OF PARTICULAR APPLICATION

The following are the Conditions amplifying modifying or adding to Part I - General Conditions of Contract.

Definitions

Clause 1

The Following definitions shall be substituted for corresponding definitions in Part I of the General Conditions of Contract, or added thereto.

"Employer" means the Kuching Port Authority of Kuching, Sarawak, Malaysia, and includes the Employer's authorised representatives successors and permitted assigns.

"Engineer" means the engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purposes of the Contract.

Unless otherwise specified, "Government" means the Government of Malaysia and/or the State Government of Sarawak, as the context may require.

"Month" and "Year" and all dates shall be reckoned according to the Gregorian Calendar.

Add additional subclause (4):

(4) Unless otherwise specified, all units of weights and measurements shall be based on the British Standards of Weights and Measurements kept at the Standard Office at London, England, and which are used in the United Kingdom at the date of the execution of the Contract.

English Language

Clause 6

Delete subclause (1) and substitute the following:-

(1) The language in which the Contract Documents are drawn is the English Language and all correspondence, drawings, documents and any written matter relevant to this Contract shall be in English.

(2) Delete the proviso at the end of subclause (2).  
Add additional subclause (3):-

Accuracy not  
Guaranteed

(3) The accuracy of any particulars given or recorded or quantities referred to in the Contract Documents or supplied to the Contractor for his information is not in any way guaranteed. The Contractor in fixing his Tender Price shall be deemed to have examined all available records in regard to soil conditions, tidal levels and water levels, discharge and velocities of rivers, water courses and drains and all other physical features and data obtainable in connection with the Site and to have taken into account any variations therein.

Clause 10

Delete entire Clause 10 and substitute the following:-

Performance Bond

10. Within one calendar month after the signing of the Contract the Contractor shall at his own cost provide a Performance Bond in the sum of Ten (10) per cent of his tender sum as stated in the Appendix for the due performance of the Contract, and such sum shall be neither released nor refunded until fulfilment of all the Contractor's obligations under the Contract. The Bond shall be in the following form:-

A Bond with an Insurance Company or licensed bank operating in Malaysia or with two good and sufficient sureties (in either case to be approved by the Employer) to be jointly and severally bound together with the Contractor to the Employer. Such Bond shall be in a form furnished by the Employer.

Inspection  
of Site

Clause 11

Delete the first sentence and also the word "nevertheless" in the first line of the second sentence.

Work to be  
to Satisfaction  
of Engineer &  
Employer

Clause 13

The words "and the Employer" shall be inserted immediately after the word "Engineer" in the second line of this Clause.

Clause 14

Delete entire Clause 14 and substitute the following:-

Programme  
and Working  
Drawings

14. After the acceptance of his Tender, the Contractor shall forthwith at his own cost submit to the Engineer for the latter's approval six further copies of the programme which he has submitted with his Tender with approximate dates for the execution of the Works with any amendments (if necessary only) of the order of procedure, diagrams and specifications indicating the methods and plant he proposes to adopt and use in carrying out the Works, and the working or shop drawings of all temporary works he proposes to construct and erect, and

he shall obtain the approval of the Engineer in writing before commencing work at the Site. Should it be found at any time after approval has been given by the Engineer to any drawings submitted by the Contractor that the said drawings do not comply with the terms and conditions of the Contract Documents or that the details do not agree with drawings previously submitted and approved, such modifications and additions as may be deemed necessary by the Engineer shall be made therein by the Contractor and the work shall be carried out accordingly without entailing extra payment to the Contractor on account thereof.

The Engineer's approval of such scheme and any alterations or additions thereto shall not relieve the Contractor from any of his duties or responsibilities under the Contract for the execution, completion and maintenance of the Works in strict accordance with the Contract Documents.

Clause 16

Contractor's Employee

(1) The words "English speaking" shall be inserted between the words "such" and "technical" in the first line of subclause (1)(a).

(2) The words "including any Subcontractor" shall be inserted immediately after the word "person" in the second line of subclause (2).

Clause 18

Boreholes and Exploratory Excavation

Delete entire Clause 18 and substitute the following:-

If at any time during the execution of the Works the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation other than those specified in the Specification and entered in the Bills of Quantities such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of Clause 51 hereof.

Clause 20

Care of Works

(1) In subclause (1) -

(a) delete the words "save and except the excepted risks as defined in subclause (2) of this Clause" and substitute the words "except on account of those causes specified in Clause 65", and

(b) delete the whole sentence starting with the words "In the event of .....

(2) Delete entire subclause (2).

Clause 21

Insurance of Works, etc.

Delete the words "other than the excepted risks" in the third line of this Clause and substitute the words "except as provided in Clause 65".

Clause 26

Giving of Notices & Payment of Fees

Transfer the proviso in the second paragraph to the end of the first paragraph.

Interference  
with Traffic  
and Adjoining  
Properties

Clause 29

The words "so far as compliance with the requirements of the Contract permits" shall be deleted from the second line of this Clause.

Extraordinary  
Traffic,  
Negligence, etc.

Clause 30

Insert the words "waterway revetment port facilities and other structures" between the words "highways" and "or" in the first line of subclause (1), and between the words "highways" and "and" in the last line of subclause (1) respectively.

Delete subclauses (2), (3) and (4) and substitute the following:-

(2) If during the carrying out of the Works or at any time thereafter the Employer shall receive any claim in respect of damage or injury caused to the highways and/or any other structures as stated in subclause (1) by reason of extraordinary traffic arising out of the execution of the Works, or due to any negligence omission or default of the Contractor his servants agents or subcontractors, the Contractor shall at his own cost make good immediately such damage or injury to the satisfaction of the Engineer and shall indemnify the Employer from and against all loss liability claims demands actions or proceedings in respect of any such matters.

Clause 34

Re-number subclause (8) as subclause (14).

Add additional subclauses (8), (9), (10), (11), (12) and (13) after sub-clause (7) of Clause 34.

Rate of Wages

(8) (a) The Contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than those established for the trade or industry in the district where the work is carried out.

Hours and  
Conditions of  
Labour

(b) In the absence of any rates or wages, hours or conditions of labour so established, the Contractor shall pay rates of wages and observe hours and conditions of labour observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

Labour Ordinance

(c) Notwithstanding the provisions of the preceding paragraphs, the Contractor shall be deemed to have had notice of, and shall comply with all orders notices or instructions which may be lawfully issued from time to time by the Commissioner of Labour, and the Contractor shall comply with the provisions

of the Labour Ordinance and any amendments thereto or substitution thereof and subsidiary legislation made from time to time thereunder. The Contractor shall pay his labour monthly not more than ten days in arrears.

Default in  
Payment of Wages  
by Contractor

(d) In the event of default made in the payment of any money in respect of wages of any workmen employed by the Contractor and/or the subcontractors in and for the performance of this Contract and if a claim therefor is filed in the office of the Commissioner of Labour and proof thereof is furnished to the satisfaction of the Commissioner of Labour or his representative, the Employer may, failing the payment of the said money by the Contractor, make payment of such claim to the Commissioner of Labour out of any moneys at any time due to the Contractor under this Contract and such payment shall be deemed to be a payment made to the Contractor and by virtue of this Contract.

Copy of Clause  
to be Displayed

(9) The Contractor shall at all times during the continuance of the Contract display for the information of his work-people in any factory workshop or place occupied or used by him for the execution of the Contract a copy of this Clause.

Wages Books  
and Time Sheets

(10) The Contractor shall keep proper wages books and time sheets and other proper books of account and shall, at the request of the Engineer or the Employer, produce for inspection the abovementioned documents and books showing the wages paid and as far as practicable the hours worked by the Contractor's employees.

Return of men  
employed

(11) At the commencement of each month the Contractor shall deliver to the Engineer's Office a return showing the number, distribution and trades of all employees (including staff) employed during the previous month by himself and by his Sub-contractors at the Site.

Employment of  
Malaysian  
Citizens

(12) The Contractor shall employ as workmen in the execution of the Contract only Malaysian citizens of whom first preference shall be given to those domiciled in Sarawak unless he can show to the satisfaction of the Employer and the Engineer that in any particular trade or skill required to complete the Contract insufficient Malaysian citizens with the requisite skill are available.

Work Permits

(13) The Contractor shall be responsible for obtaining and retaining any necessary Residential and Work Permit for all his staff and workmen engaged from outside Sarawak.

Clause 36

Cost of Tests

Delete all the words beginning with the words "and (in the cases only" to the end of subclause (3).

Cost of Tests  
not provided for  
etc.

Delete paragraph (b) of subclause (4), and paragraph (c) shall be re-numbered as paragraph (b).

Add the following as subclause (5):-

Materials  
tested at  
PWD Laboratory

(5) If any materials are to be tested at the Central Materials Laboratory of the Public Works Department in Kuching at the request of the Contractor or on the order of the Engineer, the full cost of such tests at normal rates chargeable shall be borne by the Contractor.

Clause 37

Delete entire Clause 37 and substitute the following:-

Access to  
Site and  
Inspection of  
Works

37. The Engineer and the Employer and any person authorised by either of them shall at all time, with or without prior notice to the Contractor, have free access to the Works and to the Site and to all workshops and places where work is being prepared or permanent work is going on or whence materials manufactured articles or machinery are being obtained for the Works for the purpose of inspection, and the Contractor shall afford every facility and every assistance to carry out such inspection.

Clause 40

Suspension  
of Work

(1) The words "and the approval of the Employer" shall be inserted immediately after the word "Engineer" in the fourth line of the proviso to subclause (1).

Clause 41

Commencement of  
Works

Delete the word "Engineer" in the second and fourth lines and substitute the word "Employer".

Clause 42

Possession  
of Site

The words "the Engineer's" in the fourth line of subclause (1) hereof shall be substituted with "his".

Clause 43

Delete entire Clause 43 and substitute the following:-

Clause 43

Delete entire Clause 43 and substitute the following:-

Time for  
Completion

43. The whole of the Works shall be executed and completed in all respects in accordance with the Contract Documents and to the entire satisfaction of the Engineer and delivered up to the Employer within seven hundred and fifty (750) consecutive days calculated from the date of commencement of the Works as specified in Clause 41.

Clause 44

Delete entire Clause 44 and substitute the following:-

Extension of  
Time for  
Completion

44. If by reason of additions, enlargements or alterations required by the Employer to be made to or in the Works or of disputes not properly attributable to the improper conduct or omissions of the Contractor or of war, insurrection, rebellion, non-possession of land (unless caused by any default on the part of the Contractor in giving such notice as ought to have been) or any other cause which in the opinion of the Engineer could not reasonably have been foreseen by the Contractor the Contractor shall, in the opinion of the Engineer, have been unduly delayed in the completion of the Works, then in each and every such case it shall be lawful for the Engineer to determine upon the written request of the Contractor whether the time by Clause 43 hereof limited for completing the Works shall be extended for any and, if any, for what period, but no consideration of any extension of time will be given unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen delivered to the Engineer full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated and a reply to that effect may forthwith be given in writing by the Engineer to the Contractor. No such extension of time shall in any way affect the Contract Price and/or Schedule of Basic Rates and Prices or derogate in any way from the rights of the Employer under any of the provisions of the Contract Documents, and, unless the Contractor shall show just and reasonable cause to the contrary as to which Engineer and the Employer shall be the sole judges, every such extension shall be deemed to be in full compensation and satisfaction for and in respect of actual or probable loss or injury sustained or sustainable by the Contractor in respect of any matter or thing in connection with which such extension shall have been granted and



every such extension shall exonerate the Contractor from any claims or demands on the part of the Employer for or in respect of any delay during the period of such extension but not further or otherwise nor for any delay continued beyond such period.

Clause 47

Delete the first sentence of subclause (1) and substitute the following:-

Liquidated Damages for Delay

47. (1) "If for any reason whatsoever the Works shall not be substantially and satisfactorily completed and delivered to the Employer on or before the date for completion or such extended date as may be allowed under the provisions of Clause 44 hereof relating to extension of time, the Contractor shall be liable to pay to the Employer in respect of this delay, as and for liquidated damages, and not as a penalty, a sum of Malaysian Dollars Twenty Thousand only (M\$20,000.-) per week for each and every week or part of a week that may elapse between the date for completion or such extended date as aforesaid and the actual date of completion of the Works. The said sum or sums shall be payable and enforceable by the sole fact of the delay without legal or other formality and without proof of damage".

Reduction of Liquidated Damages and Bonus for Early Completion

(3) Delete entire subclauses (2) and (3) from Clause 47.

Clause 48

Delete entire Clause 48 and substitute the following:-

Certificate of Completion of Works

48. When the whole of the Works has been completed in all respects in accordance with the Contract Documents and to the entire satisfaction of the Engineer and the Employer and delivered up to the Employer, and on receiving a written under-taking by the Contractor to finish any outstanding work during the Period of Maintenance, a completion certificate signed jointly by the Engineer and the Employer to this effect will be issued to the Contractor and thereupon the Period of Maintenance of the Works shall commence from the date of such completion certificate.

Provided that when and where so agreed by the Contractor and the Engineer the Works shall be taken over in sections, the date of the Period of Maintenance of the Works shall commence from the date of such completion certificate issued for the last section of the Works satisfactorily completed.



Provided also that a Certificate of Completion given in accordance with the foregoing provisions of any section of the Works as aforesaid shall not be deemed to certify completion of any ground or surfaces requiring reinstatement unless such certificate shall expressly so state.

Clause 53

Delete entire Clause 53 and substitute the following:-

(1) For the purpose of this Clause:-

Plant, Materials  
etc. the Proper-  
ty of the  
Employer:-  
Definitions

- (i) The expression "Constructional Plant" shall exclude vehicles engaged in transporting any plant, equipment or materials to or from the Site.
- (ii) The expression "Essential Hired Plant" shall mean all Constructional Plant, Temporary Works and materials for Temporary Works the withdrawal of which in the event of a forfeiture under Clause 63 hereof might (having regard to the methods of construction employed prior to the forfeiture) endanger the safety or stability of or result in serious disturbances to the execution of any part of the Works and which are held by the Contractor under any agreement for hire.
- (iii) The expression "Hired Plant" shall mean any Constructional Plant, Temporary Works and materials for Temporary Works (other than Essential Hired Plant) held by the Contractor under any agreement for hire thereof.
- (iv) The expression "agreement for hire" shall not include an agreement for hire purchase.
- (v) The expression "Hire Purchase Plant" shall mean any Constructional Plant, Temporary Works and materials for Temporary Works held by the Contractor under an agreement for hire purchase thereof.

Property

(2) All Constructional Plant, Temporary Works and materials owned or provided by the Contractor and/or subcontractors or by any contractors or by any company in which the Contractor has a controlling interest shall when brought on the Site (or in the case of Hire Purchase Plant on the Site on its becoming the property of the Contractor) immediately be deemed to become the property of and vest in the Employer, and the Contractor and/or subcontractors shall not remove the same

or any part thereof without the consent in writing of the Employer which shall not be unreasonably withheld.

Conditions  
of Hire of  
Certain Plant

(3) With a view to securing in the event of a forfeiture under Clause 63 hereof the continued availability for the purpose of executing the Works of any Essential Hired Plant the Contractor shall not bring on to the Site any Essential Hired Plant unless the agreement for hire thereof contains a provision that the owner thereof will on request in writing made by the Employer within seven days after the date on which any such forfeiture has become effective and on the Employer's undertaking to pay all hire charges in respect thereof from such date hire such Essential Hired Plant to the Employer on the same terms in all respects as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of completing the Works under the terms of the said Clause 63.

Costs for  
purpose of  
Clause 63

(4) In the event of the Employer entering into any agreement for hire of Essential Hired Plant pursuant to the provisions of subclause (3) above all sums properly paid by the Employer under the provisions of any such agreement and all expenses incurred by him (including stamp duties) in entering into such agreement shall be deemed for the purpose of Clause 63 hereof to be part of the cost of completing the works.

Contractor's  
Certificate  
as to Hiring

(5) The Contractor shall upon request made by the Engineer at any time in relation to any item of Essential Hired Plant forthwith notify to the Engineer and the Employer in writing the name and address of the owner thereof and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements of subclause (3) of this Clause. The Contractor shall also upon request as aforesaid give a like notification (but without certificate) in regard to any Hire Purchase Plant.

Hire Purchase  
Payment by  
Employer

(6) The Employer shall in order to avoid seizure by the owner of any Hire Purchase Plant be entitled to pay to such owner the amount of any overdue instalment or other sum payable under any agreement for hire purchase and in the event of his doing so any amount so paid by him shall be a debt due from the Contractor to the Employer and may be deducted by the Employer from any moneys due or that may become due to the Contractor under the Contract or may be recovered by the Employer from the Contractor at law.

Revesting of  
Property

(7) Upon the removal of any such Constructional Plant Temporary Works and materials as have been deemed to have become the property of the Employer under the above sub-clause (2) with consent as aforesaid the same

shall be deemed to revert in and become the property of the Contractor and/or subcontractors as the case may be and upon the completion of the Works the remainder of the said Constructional Plant, Temporary Works and materials shall be deemed to revert in and become the property of the Contractor.

Removal of Plant, etc.

(8) Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor. If the Contractor fails to remove any of the said Constructional Plant, Temporary Works or unused materials within such reasonable time after the completion of the Works as may be allowed by the Engineer then the Employer may sell the same and shall after deducting from the proceeds the costs charges and expenses of and in connection with such sale pay the balance ( if any ) to the Contractor.

Employer not liable for damage to Plant, etc.

(9) The Employer shall not at any time be liable for the loss of or injury to any of the said Constructional Plant Temporary Works or materials save as mentioned in Clause 20 and 65 hereof.

Re-export of Plant

(10) In respect of any Constructional Plant which the Contractor shall have imported for the purposes of the Works as prescribed by Clause 73 hereof the Employer will assist the Contractor where required in procuring any necessary Government consent to the re-export of such Constructional Plant by the Contractor upon the removal thereof as aforesaid.

Clause 57

Delete the word "net" in the first line and substitute the following words:-

"in accordance with the Standard Method of Measurement of Civil Engineering Quantities (1968) issued by the Institution of Civil Engineers, London, and the Standard Method of Measurement of Building Works (1963) issued jointly by the Royal Institution of Chartered Surveyors and the National Federation of Building Trade Employers, London, except where any general or detailed description in the Bills of Quantities shows to the contrary".

Clause 58

Provisional Sums

The words "and approved by the Employer" shall be inserted immediately after the word "Engineer" in

the first line of paragraphs (a) and (b) respectively of subclause (1).

Use of Provi-  
sional and  
Contingency Items

The word "and with approval of the Employer" shall be inserted immediately after the word "Engineer" in the second line of subclause (3).

Clause 60

Delete entire Clause 60 and substitute the following:-

Payment and  
Certificates

(1) All completed permanent work as executed, including any extra work, also major plant, materials and other things on which temporary advances are to be made shall be measured monthly by the Engineer as prescribed by Clause 56 relating to the measurement of the Works.

Forms for  
monthly bills

(2) The monthly bills shall be prepared on printed forms supplied by and at the cost of the Contractor and the style of such printed forms shall be as the Engineer shall decide.

Contractor to  
prepare monthly  
bills

(3) After each monthly measurement has been made the Contractor shall fill in the quantities and weights agreed or settled and otherwise complete the bill and forward six signed copies to the Engineer for checking and correction if necessary. When the copies of the bill have been checked by the Engineer and approved by the Employer the same will be signed by both and two copies returned to the Contractor.

Certificates  
for payment  
to be issued

(4) After each monthly bill has been agreed and signed by the Engineer and the Employer, a certificate signed by the Engineer and the Employer for the value of the permanent work, materials and other things (if any) covered by such bill will be issued by the Engineer to the Contractor for presentation to the Employer for payment.

Retention  
Money

(5) The amount calculated in respect of permanent work done, materials supplied and delivered upon the Site and the value of any other things in the manner provided in the other subclauses of this Clause shall be subject to a retention of ten per cent which shall be held by the Employer until such time as it is due for release under the provisions of subclause (21) hereof. The limit of Retention Money shall be ten per cent of the final contract sum.

Minimum Amount  
Payable

(6) The minimum amount payable by the Employer in any one certificate shall be M\$200,000.- (Malaysian Dollars two hundred thousand only) as specified in the Appendix to the Tender.

Certificates  
do not dignify  
approval

(7) No interim certificate shall be held to signify the approval of permanent work, materials and other things to which such certificates relate and the Contractor shall not be relieved by any such certificate from any risks or liabilities to which he may be subject under the Contract until the final certificate hereinafter referred to has been granted to him.

Correction  
withholding  
of Certificates,  
- over payment

(8) Should any errors incur in any previous certificates or the Works or any parts thereof have not been constructed, completed and maintained in strict accordance with the Contract Documents, the Engineer or the Employer may make any correction or modification in the succeeding monthly certificates and shall have power to withdraw or withhold any certificate until such Works have been reconstructed or rectified to the satisfaction of the Engineer and the Employer.

Deduction for  
work damaged  
or destroyed

(9) Subject to the provisions of Clauses 20 and 65 hereof relating to damage, if any work the value of which has been included in any monthly bill is damaged or destroyed and has to be renovated or reconstructed by the Contractor the value of the work as damaged or destroyed shall be deducted by the Engineer in succeeding monthly bills until such time as such work has been renovated or reconstructed.

Payment to be  
made within  
one month

(10) Subject to subclause (19) hereof, payments on account of permanent work executed including temporary advances (if any) shall be made to the Contractor by the Employer within one month after the receipt by the latter from the former of the signed certificate.

Overdue  
Payments

(11) If the Employer shall fail to make payment upon any of the signed certificates within one month as prescribed by subclause (10) above or to pay the retention money or any part thereof at the times prescribed by subclause (21) hereof, he shall pay to the Contractor interest upon all overdue payments from the date on which the same should have been made at a bank rate prevailing on such date. Provided always that no such failure or omission by the Employer to make any payment at the time when the same shall be payable, nor any subsequent delay in such payments shall vitiate or render void the Contract.

Payment  
of Lump  
Sum work  
added or  
altered

(12) Any lump sum which has been agreed and approved by the Employer and the Engineer for any additional or altered work to be carried out shall be included by the Engineer in the monthly bills as the work proceeds, a due proportion according to the extent of such work executed during the month being included in the bill of that month.

Value and  
Advances  
for Con-  
structional  
Plant

(13) Temporary advances may be made by the Employer to the Contractor on account of major plant erected and in working order on the Site. The values to be placed on insured major constructional plant for the purposes of temporary advances shall be agreed between the Contractor and the Employer. The Contractor shall produce all vouchers that the Employer may consider necessary for arriving at the amount of the advances. In the event of any disagreement as to such values or amounts or on any other question which may arise at the Site with regard to temporary advances the decision of the Employer shall be final and conclusive. In this subclause and in subclause (14), major plant shall mean the Constructional Plant listed under subclause 2(i), (ii), (iii) & (iv) of clause 73.

Repayment  
of Advances  
on Major Plant,  
etc.

(14) The advances to be made on major plant shall cease when permanent work and materials on site to the value of thirty (30) per cent of the contract sum according to the respective items in the tender price submitted by the Contractor has been completed, exclusive of provisional sums and the provision for the cost of extra work (if any). After the completion of the said thirty per cent deductions shall commence and will be made in all subsequent monthly bills on a basis that will ensure that all temporary advances already made on plant shall be deducted from the sums due to the Contractor by the time the permanent work is about to be completed. The several amounts to be recovered at the end of each month by the Employer in respect of plant remaining on the Site shall bear the same ratio to the total advances for the said plant as the amount due to the Contractor on account of the estimated contract value of the work executed during that month bears to the 70 per cent of the tender sum remaining unexpended at the commencement of repayments.

Advances on  
Materials for  
permanent work

(15) (a) Temporary advances may be made by the Employer to the Contractor on materials for permanent work delivered and stored on the Site, on concrete blocks, moulded concrete, concrete piles, steel sheet piles, steel reinforcing bars, steel and iron work, etcetera prepared and stacked ready for use; provided that the materials are of an approved quality and have been insured as provided for in the Contract.

(b) The maximum advances which may be made to the Contractor on the materials provided by the Contractor and delivered on the Site ready for use shall not exceed sixty per cent of the invoiced price or sixty per cent of the scheduled rate of each respective item for such materials as finally fixed in position, whichever is the less.

(c) Advances on materials for permanent work will be continued throughout the execution of the

permanent work except that advances will not be made on any quantity of materials in excess of that required to complete the permanent work.

(d) No advances will be made on account of any minor plant or equipment or any other materials or things that may be delivered at the Site in anticipation of being used for the construction of Temporary Works, neither will advances be made on fuel, stores, instruments, office and house fittings or other items of a similar nature.

Engineer may  
reject material

(16) The payment of any sums by way of an advance as stated in subclause (15) above shall not affect the right of the Engineer or Employer to refuse or reject all or any portion of any materials or permanent steel and ironwork.

Repayment of  
advances on  
materials

(17) If any of the materials in respect of which an advance has been paid is later used by the Contractor and finally fixed in position as part of the permanent work, the corresponding amount of advance shall be deducted in the following monthly bills.

Returns of Plant,  
Materials, etc.

(18) At the end of every month, the Contractor shall supply to the Engineer returns showing the major plant, permanent steel and ironwork and the materials on the Site ready for use in the permanent work, and whenever the Contractor applies for advances he shall furnish to the Engineer all information required for making such advances and the amounts of any advances subsequently made and approved by the Employer shall be included in the following monthly bill.

Payment of  
disputed  
amounts

(19) If any dispute shall arise as to the amount of any payment to which the Contractor claims that he is presently entitled (including any question or dispute as to the amount of any deduction to be made under any provision of the Contract) the amount (if any) not in question or dispute shall be paid to the Contractor without waiting for the settlement of such question or dispute and the balance (if any) shall be paid within one month after such question or dispute has been finally settled and the amount payable ascertained.

Currency of  
Account

(20) All rates and prices and all monetary statements in this Contract shall be calculated in Malaysian Dollars.

The rates of exchange for all calculations relating to foreign currency requirement shall be at the exchange rate of Malaysian Dollar in term of the par value of the currency as declared by the International



Monetary Fund at the time of payment, and as stated in the Appendix to the Tender.

Payment of Retention Money

(21) One half of the retention money shall become due and shall be paid to the Contractor by the Employer when the Engineer and the Employer shall jointly certify in writing that the Works have been satisfactorily completed and the other half shall be paid to the Contractor within fourteen days after the expiration of the Period of Maintenance. Provided always that if at such time there shall remain to be executed by the Contractor any works ordered during such period pursuant to Clauses 49 and 50 hereof the Employer shall be entitled to withhold payment until the completion of such works.

Provided further that in the event of different maintenance periods having become applicable to different sections of the work pursuant to Clause 48 hereof the expression "Expiration of the Period of Maintenance" shall for the purposes of this subclause be deemed to mean the expiration of the latest of such periods.

No interest on retention or payments

(22) Subject to the provisions of subclause (11) above, the Contractor shall not be entitled to any interest on the Retention Money which will be deducted from each and every monthly bill or any other retentions or payments in arrears or on any balances which may in the final settlement of accounts be found to be due to the Contractor.

Payment to the Employer

(23) All payments due from the Contractor to the Employer under the provisions of the Contract may be made by way of deduction or set-off and all such payment shall be determined and certified by the Engineer.

Engineer may deduct Sum Certified due

(24) The Engineer in making out the final certificate for payment to the Contractor after the completion of the whole of the Works may in his discretion deduct all sums as can then be ascertained and determined by him as due from the Contractor to the Employer.

Clause 68

The words "or telegraph" shall be added to the words "by post" in the second line of subclauses (1) and (2) respectively,

Service of Notices on Contractor

Clause 69

In subclause (1) -

- (a) delete the entire paragraph (b), and
- (b) renumber the paragraph (c) as paragraph (b).



In subclause (2), the words "Clause 53(1)" in the second line shall read "Clause 53 (2)".

Clause 70

Delete entire Clause 70 and substitute the following:-

No amendment of Contract Price due to variation in price of labour materials, etc.

70. The Contract Price shall not be amended even if by reason of variations in the wages or the rates of wages, or in the allowances payable to or in respect of labour or in the rates of materials freights customs duties premiums of insurances cargo handling storage or any other factors affecting prices and services there shall during the currency of the Contract after the date of Tender be any increase or decrease in the cost to the Contractor in carrying out the Works unless such variations shall have been caused by the major economic dislocation as stipulated in Clause 71 hereof.

The following Clauses shall be added.

Clause 72

Engineer to seek Concurrence from Employer in certain cases

Any functions or duties of the Engineer under the following Clauses shall be deemed to have been performed after prior concurrence of the Employer has been obtained:-

1. Clause 4 - Subletting.
2. Clause 13 - Work to be to satisfaction of Engineer and Employer.
3. Clause 34 - Labour.
4. Clause 44 - Extension of Time for Completion.
5. Clause 47 - Liquidated Damages for Delay.
6. Clause 48 - Certificate of Completion of Works.
7. Clauses 51 & 52 - Alterations, Additions and Omissions.
8. Clauses 58 & 59 - Provisional and Prime Cost Sums.
9. Clauses 60, 61 & 62 - Certificates and Payment.
10. Clauses 63 & 64 - Remedies and Powers.

Clause 73

Customs Duties

- (1) The Contractor shall pay any Customs Duties which

may be payable on all constructional materials, consumable stores and other things imported by him into Sarawak for the purposes of the Contract whether for permanent or temporary works or goods imported for the personal use or consumption of the staff and employees of the Contractor except for the constructional plant as specified by sub-clause (2) hereof.

(2) The Contractor shall not include in his tendered rates and prices the cost of Customs Duties on the major constructional plant machine or equipment as listed below:-

- i) Dredger of any type complete with tugboat, barges, pontoon and other accessories.
- ii) Pile driving rig of any type complete with engine, winch and hammers.
- iii) Bulldozer, excavator, grader, tractor, cranes, air-compressor, roller and tamping machine, all in a complete unit.
- iv) Concrete mixing plant or concrete mixer over 10 cu.yd. capacity.
- v) Lathe, welding set, grinding machine and other machine considered to be essential by the Engineer for a workshop repairing vehicles and constructional plant for the purposes of the Contract.
- vi) Materials testing laboratory equipment and survey equipment, as and when certified by the Engineer.

(3) (a) Should the Contractor be required to pay Customs Duties on the constructional plant machine or equipment as listed in subclause (2) above and which are imported by him into Sarawak from outside Malaysia, then the actual amount of such duties will be refunded through monthly Certificates to him by the Employer PROVIDED ALWAYS that either the amount (if any) of any draw-back or Customs Duty or the amount to be paid to the Employer under the provisions of paragraph (b) (ii) of this subclause (as the case may be) shall be taken into account in the final settlement between the parties hereto. Save as expressly provided in this subclause the cost of Customs Duties however will not be refunded to the Contractor in respect of any Constructional Plant, machine or equipment, consumable stores or any other materials or things whatsoever.

(b) In the event of the Contractor removing from Site for purpose of sale or of other disposal

or of use on another contract other than a contract with the Employer any plant machine or equipment, the following provisions shall apply:-

- i) Where he has been allowed to import any such plant, machine or equipment free of Customs Duties, the Contractor shall pay all such Customs Duties on such plant machine or equipment as may be required and the cost thereof will not be refunded by the Employer.
- ii) Where the Customs Duties on any such plant machine or equipment have actually been paid by the Contractor and subsequently refunded to him by the Employer, the Contractor shall repay to the Employer within 28 days from the date of removal from the Site either the amount which the Customs Authorities would be entitled to claim in the circumstances of paragraph (i) above by way of Customs Duties on any such plant machine or equipment or the amount of drawback (if any) of the Customs Duties to which the Contractor would have been entitled had he at that date re-exported any such plant machine or equipment whichever amount shall be greater.

Clause 74

Port Dues Landing charges, etc.

The Contractor shall pay all labour harbour wharfage port and lighterage dues, pilotage and other charges in connection with the landing and shipment of any plant, materials or other things landed or brought into or despatched from Sarawak for the purpose of the Contract.

Clause 75

Income Tax

(1) The Contractor will be required to pay Malaysian income tax on all profits made by him in respect of the Contract, but without prejudice to his right, if any, to claim relief under double taxation relief arrangements.

(2) The Contractor's staff shall be liable to pay Malaysian income tax in respect of such of their salaries and other emoluments as are chargeable therewith under the laws from time to time in force in Malaysia and the Contractor shall perform such duties in regard to the deduction of such income tax as may be lawfully imposed on him by the Government.

Clause 76

Land, etc.

The Employer shall provide, free of cost to the Contractor, all the land, way-leaves and easements required for the construction of permanent works as well as for the temporary purposes such as workshops, workyard, office, storage of materials and labour lines.

The land available for the temporary purposes is as shown in dotted lines on the Drawing No.1- General Layout, and the Contractor shall, at his own expense, clear and reclaim the land and construct any necessary workshop, storage or other accommodation required by him for the purpose of the Works.

The Contractor shall not use any portion of the Site or any land for any purpose not connected with the Works unless prior written permission of the Employer has been obtained.

Clause 77

Fire Precaution

(1) The Contractor shall conform to the regulations of the Employee and fire fighting authorities in force in Kuching with respect to the precautions to be taken against fire hazards.

Fire Insurance

(2) The Contractor shall insure in the joint names of the Employer and Contractor against loss and damage by fire for the full value of the partially completed works and all unfixed materials and goods upon the Site and shall deposit with the Employer the policies and premium receipts.

Clause 78

Accidents

The Contractor shall within 24 hours of the occurrence of any accident at or about the Site or in connection with the execution of the Works report such accident to the Engineer and the Employer.

Clause 79

Lights and  
Watchmen on  
Floating Plant

The Contractor shall provide such buoys and bollards as may be required for safely securing all his floating plant and efficient watchmen or ship-keepers for all such plant used in connection with the Works and shall also provide, display and maintain on all such plant at all times between sunset and sunrise, whether at work or not, such good and sufficient lights as are required by law or the Marine Department in Sarawak to be displayed.

Lights on scar  
ends stagings,  
etc.

Clause 80

The Contractor shall provide and keep lighted to the satisfaction of the Engineer at all times between sunset and sunrise during the construction of the Works good and sufficient lights upon the scar ends of the work in progress and upon any of his temporary stagings, jetties, wharves and elsewhere as may be required by the Engineer.

Clause 81

Explosives  
and Blasting

(1) Except as may be provided in the Contract or ordered or authorised by the Engineer the Contractor shall not use explosives. Where the use of explosives is so provided or ordered or authorised the Contractor shall comply with the requirements of the following subclauses of this Clause.

(2) The Contractor shall at all times take every possible precaution in and shall comply with the appropriate laws and regulations relating to the importation, handling, transportation, storage and use of explosives and shall at all times when engaged in blasting operations post sufficient warning flagmen to the full satisfaction of the Engineer.

(3) The Contractor shall at all times make full liaison with and inform well in advance and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected, by blasting operations.

(4) The Contractor shall pay all licence fees and charges which may be required for storage or in respect of any other matter whatsoever.

Clause 82

Contractor to  
keep Engineer  
and Employer  
fully informed

The Contractor shall keep the Engineer and the Employer through the Engineer fully informed, as to all matters connected with the Works and the progress thereof, including any modifications in procedure for carrying out the Works, despatch and delivery at the Site of materials and plant, moving of items of plant and such like matters.

Clause 83

Provisional Sums  
and Contingency

A sum of Malaysian Dollars .....  
..... (M\$ .....  
has been included in the Bill of Quantities by way  
of provision for the cost of extra work as prescribed

by Clause 58. This sum shall be used wholly or in part as the Employer shall direct in writing, but no obligation shall rest upon the Employer to employ the Contractor in relation to the expenditure of the whole or any part of this sum, and such amount only will be paid to the Contractor in respect thereof as shall be jointly certified by the Engineer and the Employer to be due to him in accordance with the provisions of the Contract.

#### Clause 84

#### Details Confidential

The Contract and everything contained therein shall be treated as private and confidential, in particular the Contractor shall not publish any information, drawings or photographs concerning the Works.

#### Clause 85

#### Engineer not an Arbitrator

In measuring, valuing, deciding or certifying, the Engineer is not intended to act as an arbitrator, but as an Engineer acts by his skill and from his knowledge of the facts and incidents connected with the Works, and so far as any facts are not within his own knowledge the Engineer shall be at liberty to inform himself by inquiry of such person or persons as he may consider necessary. The Engineer shall at all times be considered seized of all facts necessary for him to form his own opinion, make his measurements or valuations, give his decision and orders, make his requisition, or give or refuse his certificate and he shall not be bound to give any reason for or any particulars of his certificate, or any reason for his not certifying.

#### Clause 86

#### Personal liability

Neither any member of the Employer's staff, nor the Engineer nor any member of his staff, nor the Engineer's Representative, nor any member or officer of the Malaysian or Sarawak Government shall be in any way personally liable for the acts or obligations under the Contract, or answerable for any default or omission on the part of the Employer in the observance of the Contract clauses or performance of any of the acts matters of things which are herein contained.

#### Clause 87

#### Bribery

Any commission, advantage, gift, gratuity, reward or bribe given, promised or offered by or on behalf of the Contractor or his agent or servant, or any other person on his or their behalf to the Employer or to the Engineer or to the Engineer's Representative or to any of their respective members, officers, servants, advisers, agents or employees or to any person on their behalf or on behalf of any of them in relation

to the obtaining or to the execution of this or of any other Contract with the Employer, may in addition to any criminal liability which may be thereby incurred subject the Contractor to the cancellation of this and all other Contracts which he may have entered into with the Employer and also to the payment of any loss or damage resulting from such cancellation. The Employer shall be entitled upon a certificate in writing of the Engineer to deduct the amounts so certified from any moneys otherwise due to the Contractor under this or any other contract or to recover the said amounts as a debt due or partly the one and partly the other as the Employer shall deem advisable.

Clause 88

State of  
Emergency

In addition to his other responsibilities under the Contract the Contractor shall comply with any Police or Military regulations orders or instructions in force in the area of the Works due to a State of Emergency.

Clause 89

Contract  
subject to Laws  
of Sarawak

The Contract shall be governed by and construed according to the laws for the time being in force in Sarawak.

CONDITIONS OF CONTRACT

PART III - CONDITIONS OF PARTICULAR APPLICATION TO

DREDGING AND RECLAMATION WORK

Inspection  
of Site

Clause 11

The following paragraphs shall be added to the end of Clause 11:-

In respect of the dredging work, the Contractor shall be deemed to have investigated and to have formed his own opinion as to the nature of the ground and materials to be excavated, dredged, traversed or demolished and the levels and variation of the strata therein; the type of dredgers and other equipment most suitably required for the work; the variations of the ground levels above and below water at the Site; and all other matters and things which could in any way influence him in the carrying out of the work or fixing a rate in his Tender.

The levels of the tides shown on the Drawings are believed to represent such levels fairly, but their accuracy is not guaranteed correct. The Contractor shall under no circumstance be entitled to any extra payment, compensation or allowance in the dredging and other works should the said tidal levels prove to be incorrect.

Care of Works

Clause 20 (1)

The following provisions shall be added to Clause 20 (1):-

Except in cases where caused by reasons of default, negligence or wilful conduct of the Contractor, if the anchorage has become shallower than the specified depth due to sedimentation of materials discharged from the river after the final inspection and acceptance of dredging as stipulated in the Specification, or if the level of reclaimed land has become lower than the specified level due to consolidation of fillings and/or subgrade, after the inspection of reclamation as stipulated in the Specification, the Contractor shall be exempt from any duty of reinstating thereof. In the event of reinstatement by request of the Employer or the Engineer, the reinstatement shall be made at the cost of the Employer.

Excepted Risks

Clause 20 (2)

The words "excepted risks" shall be deleted and substituted "said special risks", and the whole Clause 20 (2) shall be deemed to be an addition to Clause 65.



Interference  
with Traffic  
and Adjoining  
Properties

Clause 29

The following provisions shall be added at the end of Clause 29 as subclause (2):-

(2) The Contractor shall at all times observe and comply with all laws, including regulations and orders relating to navigation and anchoring of floating plant being used throughout the Works and any instruction that may be given by the Marine Department in Sarawak or the Employer. The Contractor must conduct his work strictly in a manner that it would not obstruct nor endanger the normal use of waterways, anchorages, wharves and approaches thereto, whether in the possession of the Employer, the Government of Sarawak or any other persons. The Contractor shall indemnify the Employer in respect of all claims demands proceedings damages cost charges and expenses whatsoever in relation thereto or arising therefrom.

Execution of Work  
of Repair, etc.

Clause 49 (2)

The following provisions shall be added to Clause 49 (2):-

Except in cases where caused by reasons of default, negligence or wilful conduct of the Contractor, if the anchorage has become shallower than the specified depth, or if the level of reclaimed land has become lower than the specified level, during the Period of Maintenance, the Contractor shall be exempt from any duty of reinstating thereof.

Variations  
Exceeding  
15 per cent

Clause 52 (3)

The following provisions shall be added to the end of subclause (3) of Clause 52:-

Measurement  
of Dredging  
Work

Notwithstanding the quantities of the materials as shown in the Bill of Quantities, the dredging work shall be measured from soundings and the quantity of dredging shall be calculated in cubic yard by taking the net cubic contents of the void formed, i.e. measured in Situ, such quantities being computed by comparing the soundings and levels taken jointly by the Contractor and the Engineer or his Representative, before and after dredging. All materials from above the specified level shall be removed by the Contractor and the quantity thus measured shall be paid for by the Employer to the Contractor in accordance with his tendered rates, regardless of any amount of addition to or deduction from the quantity shown in the Bill of Quantities.

SARAWAK, MALAYSIA

KUCHING PORT AUTHORITY

KUCHING PORT EXPANSION PROJECT

SPECIFICATION

CHAPTER 1 DESCRIPTION OF WORKS

1. Site Conditions, etc.

The site of the new port facilities is located in Pending, Kuching, i.e. at the confluence of the Sungai Sarawak and the Sungai Kuap, about four miles east of downtown Kuching. The greater part of the site is a swampy low-lying land thickly covered with nipa palms and mangroves and inundated at high water during the spring tide. A part of the site along the Biawak Road was once used as a dumping ground of house refuse by the Municipal Council and at present is overgrown with weeds. The ground is generally soft and the underlying clay deposit varies from about 20 to 30 feet in depth.

The whole site will be cleared, reclaimed and compacted with selected materials to a level of 20 ft. above Admiralty Chart Datum, under a separate contract, and the work will be completed before the commencement of the Main Works.

The shores of the Sungai Sarawak and the Sungai Kuap have been left untouched in their natural state, and the erosion of river-banks by water current is ever increasing. Both the Sungai Sarawak and the Sungai Kuap have a tidal range of more than 10 ft., which is influenced chiefly by the periodic rise and fall of the sea level, and the direction of current is reversed when the tide rises. The current velocity is three to five knots at the time of ebb tide, and about one knot when the tide is rising. The water in these rivers is always turbid, and often carries large volumes of driftwood.

The area has squall typical to tropical region and the annual rainfall is as high as 157 inches, or about 4,000 mm. About 40 per cent of all annual rainfall concentrates in the three months period from December to February, and floods may occur mostly in this period.

About 45 per cent of the year is windless and no typhoon attacks this region. Winds of over 15 m/sec blow normally from W, SW, S and NW, and the greatest wind velocity ever recorded is S30°W 70 MPH, or 31.2 m/sec. No earthquake has ever been recorded to date.

The Sungai Sarawak serves as a waterway for ships of various sizes to reach the Biawak Oil Wharf, the Tanah Puteh Wharf and the waterfront of downtown Kuching. The Sungai Kuap is used mainly by

the ships waiting for berth at the Biawak Oil Wharf or the Tanah Puteh Wharf when these wharves are fully occupied. There are also many coastal launches, fishing boats and other small crafts plying up and down the River every day.

Adjacent to the construction site there is a tank farm operated by the Shell and Esso Companies. Extreme care should, therefore, be taken in handling any fire at the site.

The Pending area has, at present, a customs checking station, government employees' quarters and a jetty for the exclusive use by the Marine Department.

The present Kuching Port is facing acute shortage of berthing space that early implementation and completion of the project is earnestly desired.

## 2. Extent of Works

### A. Civil Engineering Works

#### (1) Wharf.

(a) Quay wall: Type ..... Steel sheet pile type, using 60 ft. long box piles.

Dredged Depth alongside ..... -28 ft.  
Crown height ..... +21.5 ft.  
Overall length ..... 800 ft.  
Width of apron ..... 60 ft.

The work includes steel sheet pile approaches at both ends, 105 ft. and 165 ft. respectively. The quay wall shall be fitted with 28 pieces of rubber fenders, 15 bollards with line pull of 35 tons, four cat ladders and the bumper on the deck. All steel sheet piles shall be protected from corrosion by applying the cathodic protection method as specified. A service duct shall be provided in the apron for the supply of water and electricity to vessels moored alongside. The toe protection work shall be executed in front of the quay wall to prevent the undermining of quay wall piles. Estimated quantity of fill is 76,000 cu. yd.

#### (b) Breasting dolphin:

One unit.

Type ..... Steel pipe pile using 8 Nos. 3 ft. dia. x 75 ft. lg. with pile heads embedded in R.C. cap.

The dolphin shall be equipped with a rubber fender, a cat ladder and a mooring bitt with line pull of 100 tons, and be connected with the quay wall by a catwalk with an approximate length of 44 ft. Similar to that in the quay wall, all steel pipe piles shall be protected from corrosion

by cathodic protection method.

(c) Mooring dolphin:

One unit.

Type ..... Steel pipe pile using  
6 Nos. 3 ft. dia. x 55 ft. lg.  
with pile heads embedded in  
R.C. cap.

The dolphin shall be equipped with a cat ladder, a bitt with line pull of 100 tons and a catwalk with an approximate length of 30 ft.

(d) Mooring bitt:

One unit.

The bitt shall be mounted on concrete block supported by steel pipe piles, 4 Nos. 1'8" dia. x 54' lg., and has a line pull of 100 tons.

(2) Revetment. Type ..... Steel sheet pile using  
55 ft. long box piles.

Dredged Depth alongside..... -14 ft.  
Crown height ..... +21.5 ft.  
Overall length ..... 200 ft.  
Width of apron ..... 30 ft.

The revetment shall include timber fendering system, three bollards with line pull of 35 tons each, a cat ladder and the bumper on the apron. The design is basically the same as the quay wall. The revetment shall also include the cathodic protection and the toe protection work.

(3) Anti-erosion works.

(a) On the Sungai Sarawak:

Type ..... Linked precast concrete block.  
Overall length ..... 1,000 ft.

(b) On the Sungai Kuap:

Type ..... Rectangular gabion & fascine  
mattress.  
Overall length ..... 548 ft.

(4) Dredging.

Dredging depth ..... -28 ft.  
Total dredging area ..... 120,100 sq. yd.  
Total materials to  
be dredged ..... abt. 300,000 cu. yd.

The boundary of the dredging area and the location of the

spoil tip are as shown on the attached Drawing. All vegetations in the spoil tip shall be first removed and all tree stumps grubbed up thoroughly, before filling on. Generally, the materials to be dredged consist of soft clay, silt, sand and shale.

(5) Additional Filling.

Before the commencement of the Contract Works, the whole site including the area of 200 ft. measured from the northern boundary line will have been, by a separate contract, properly cleared with all tree stumps grubbed up and all vegetations fully disposed of, and the area within the fence line will be reclaimed mainly by river sand and compacted to a level of 20.00 ft. above the Datum for the Works.

Additional filling of the site to the finished level of 23.00 ft. above the Datum shall be completed by the Contractor. Before proceeding with the work, the Contractor shall demolish and remove the old concrete wharf at Pending Point as well as other obstructions. Total estimated quantity of filling is 86,000 cu. yd.

For the improvement of the ground the sand drain method shall be applied to the area where the Transit Shed is sited. The sand pile shall be 16 inches in diameter, spaced at an interval of four feet, in both directions and the depth of the pile driven is about 35 feet. Total number of sand piles required is approximately 6,300. A period of about three months shall be required for the surcharge loading.

(6) Paving.

The whole area designated for roadways, open storage and for parking lot shall be paved with asphalt. The following are the breakdown of the paving requirements:

Roadways .....	40,900 sq. yd.
Open storage .....	11,800 sq. yd.
Open parking lot .....	2,000 sq. yd.

All pavement shall consist of an eight inches of sub-base, 5½ inches of road base and 2-¾ inches of surface, making a total of 16-¼ inches.

The pre-mix asphalt for the surfaces will be supplied from an asphalt plant of the Public Works Department, Sarawak. Total pre-mix asphalt required is estimated at 7,750 tons.

(7) Drainage.

A comprehensive drainage system shall be established for the adequate drainage of the whole site.

(i) Open drains with varying width of  
12 to 36 inches ..... 3,030 lin. yds.

- (ii) R.C. pipe culvert of 27 to 36 inches I.D. .... 150 lin. yds.
- (iii) Outfalls ..... 2 units.
- (iv) Steel gratings for the cover of open drains, heavy-type ..... 840 lin. yds.

**B. Building Works**

- (1) Transit shed. One storeyed steel frame structure, "Diamond Truss", 150 ft. x 533 ft., with a total floor space of 80,000 sq.ft. The centre portion has a mezzanine floor, which together with the ground floor, is partitioned for lock-ups and offices.
- (2) Vehicle shed. One storeyed steel frame structure, 80 ft. x 150 ft., with a total floor space of 12,000 sq. ft. The building includes an office, gear store, switch room and underground oil storage tank.
- (3) Labourers canteen. One storeyed steel frame structure, 50 ft. x 150 ft., total floor space of 7,500 sq. ft., with a reinforced concrete brick-walled toilet, 20 ft. x 30 ft., total floor space of 600 sq. ft. The main section of the building has two separate kitchens, store rooms, bunks, wash and shower rooms and counters.
- (4) Security and timekeepers office. One storeyed reinforced concrete wall structure, 12 ft. x 53 ft., with a total floor space of 636 sq. ft. and a toilet. The work includes two weighbridges with underground pits.
- (5) First aid and fire station. One storeyed reinforced concrete brick-walled structure, 40 ft. x 50 ft., with a total floor space of 2,000 sq. ft. The building includes a waiting room, a toilet, a consultation and treatment room, a garage for fire engine, store and a pass office.
- (6) Sheltered car-park. One storeyed steel frame structure, 15 ft. x 216 ft., with a total floor space of 3,240 sq. ft.
- (7) Sheltered exit. Steel frame structure, 63 ft. x 63 ft., with a total area of 3,969 sq. ft.
- (8) Toilet. One storeyed reinforced concrete brick-walled structure, 15 ft. x 20 ft., with a total floor space of 300 sq. ft.

- (9) Toilet and washroom. One storeyed reinforced concrete brick-walled structure, 20 ft. x 51 ft., with a total floor space of 1,020 sq. ft.
- (10) Incinerator. Brick construction with inside diameter of 5 ft. One unit.
- (11) Security fence and gates. Chain link wire fencing of about 2,700 ft. lin., complete with the sliding-type entrance and exit gates.

C. Sanitary Works

- (1) Water Supply. Water shall be drawn from the municipal main running under the Pending Road, at two places. Two separate lines of pipes, 6 inches and 4 inches in diameter respectively, shall be laid and jointed at the ends so as to form loops in the Site. A service pipe with meter shall then be installed for each building. Vessels moored alongside the wharf will be supplied with water through four standpipes rising from the services duct of the wharf. The service pipes shall include junction for future extension of the piping networks. Total piping requirements will be approximately as follows:

6" dia. ....	1,900 ft.
4" dia. ....	2,100 ft.
3" dia. ....	200 ft.

- (2) R.C. pipe drains. Rain water and waste water from buildings shall be collected in the open drains on the premises and then together with the effluent from the septic tanks, be conducted down to the river courses. Estimated length of drain pipes are as follows:

10" dia. ....	100 ft.
8" dia. ....	20 ft.
6" dia. ....	330 ft.
4" dia. ....	300 ft.

- (3) Sanitary fixture. A total of 19 water closets, 22 wash basins complete with all other fixtures are required to be installed for the toilets and shower rooms.

- (4) Fire main. The fire mains shall be branched out from the main outside the premises and connected to outdoor hydrants, nine in number.

- (5) Septic tank. Four R.C. septic tanks and filtering system installed with power pumps.

2 Nos. Capacity	150 persons.
1 No. Capacity	100 persons.
1 No. Capacity	25 persons.

#### D. Electrical Works

- |                                 |  |
|---------------------------------|--|
| (1) Main cabling.               | Three-phase main cables shall be connected from the outdoor transformer sub-station to the panel room, from which submain cables shall be extended to all buildings, quay face receptacles, and outdoor lighting system. |
| (2) Lighting.                   | Supply and installation of lighting fixtures complete with wiring in every building and outdoors.  |
| (3) Installation of pumps, etc. | Installation of sewage pumps, and electric fans, equipment, etc. in each building, including all necessary cabling.  |
| (4) Telephone.                  | Receptacles for ship-to-shore telephone shall be installed at four places on the wharf together with conduits necessary for the telephone cables.  |
| (5) Lightning conductor system. | Lightning conductor system shall be installed for the transit shed, vehicle shed, labourers canteen, and for the fire hose tower.  |

#### 3. Nominated Sub-Contractors

The provision of structural steel for the transit shed, Section 2, B, (1) including the service of the erection supervisor, and the execution of the electrical work, Section 2, D, will be carried out by Nominated Sub-Contractors.

#### 4. Contract Drawings

The Drawings referred to in this Contract are:

<u>Drawing No.</u>	<u>Title.</u>
	<u>Civil Engineering Works</u>
C-1	General Layout.
C-2	Quay Wall.
C-3	Sheet Piles and Tie Rods - Sheet 1.
C-4	" " " " " - Sheet 2.
C-5	Fixing of Tie Rods.
C-6	Ancillary Works.
C-7	Revetment.
C-8	Services Duct.



<u>Drawing No.</u>	<u>Title.</u>
C-9	R.C. Cap Wall - Sheet 1.
C-10	" " - Sheet 2.
C-11	" " - Sheet 3.
C-12	Breasting Dolphin.
C-13	Details of Breasting Dolphin.
C-14	Mooring Dolphin.
C-15	Details of Mooring Dolphin and Mooring Bitt.
C-16	Pavement.
C-17	Drainage.
C-18	Grating and Outfall.
C-19	Additional Filling.
C-20	Dredging.
C-21	Cathodic Protection.
C-22	Anti-erosion Works, S. Sarawak, Plan and Section.
C-23	" " " Section and Details.
C-24	" " " Details - Sheet 1.
C-25	" " " - Sheet 2.
C-26	" " S. Kuap Plan.
C-27	" " " Section - Sheet 1.
C-28	" " " - Sheet 2.
C-29	" " " Details - Sheet 1.
C-30	" " " - Sheet 2.

Building and Sanitary Works.

A-1	Site Plan.
A-2	Schedule of Finishings.
A-3	Transit Shed - Plan and Elevation.
A-4	" " - Offices and Lockupstores - Plan and Elevation.
A-5	Transit Shed - Offices and Lockupstores - Section and Ceiling Plan.
A-6	Transit Shed - Offices and Lockupstores - Ground Floor Details.
A-7	Transit Shed - Offices - Section Details.
A-8	" " - " - First Floor Details.

<u>Drawing No.</u>	<u>Title.</u>
A-9	Transit Shed - Detail - Sheet 1.
A-10	" " - " - Sheet 2.
A-11	" " - Staircase Details.
A-12	" " - Gable Wall Details.
A-13	" " - Monitor Roof Details.
A-14	Vehicle Shed - Plan and Elevation.
A-15	" " - Elevation.
A-16	" " - Section and Ceiling Plan.
A-17	" " - Plan Details.
A-18	" " - Section Details.
A-19	Labourers Canteen - Plan and Elevation.
A-20	" " - Elevation.
A-21	" " - Section and Ceiling Plan.
A-22	" " - Plan Details.
A-23	" " - Sectional Details.
A-24	" " - Toilet Details.
A-25	Security Office and Timekeepers Office - Plan and Elevation.
A-26	Security Office and timekeepers Office - Details.
A-27	Weighbridge Pit.
A-28	First Aid and Fire Station - Plan, Elevation and Section.
A-29	" " " - Details - Sheet 1.
A-30	" " " - " - Sheet 2.
A-31	Sheltered Car Park.
A-32	" Exit - Plan and Elevation.
A-33	" " - Section Details.
A-34	Toilet.
A-35	" and Washroom - Plan - Elevation and Section Details.
A-36	" " - Plan Details.
A-37	Incinerator.
A-38	Fencing and Gates - Layout and Details.
A-39	" " - Details.
A-40	Fire Hose Tower.
A-41	Schedule of Doors and Windows.

<u>Drawing No.</u>	<u>Title.</u>
S-1	Transit Shed - Framing.
S-2	" " - Structural Details - Sheet 1.
S-3	" " - " " - Sheet 2.
S-4	" " - " " - Sheet 3.
S-5	" " - Doors Details.
S-6	" " - Offices and Lockupstores.
S-7	" " - Staircase.
S-8	" " - Foundation.
S-9	Vehicle Shed - Framing.
S-10	" " - Roof Framing.
S-11	" " - Structural Details - Sheet 1.
S-12	" " - Steel Structure Details No. 2.
S-13	" " - " " " " No. 3.
S-14	" " - Foundation.
S-15	Labourers Canteen - Framing.
S-16	" " - Structural Details.
S-17	" " - Foundation.
S-18	" " - Reinforcement Details.
S-19	Security Office and Timekeepers Office - Reinforcement Detail.
S-20	Weighbridge Pit - Reinforcement Details.
S-21	First Aid and Fire Station - Structural Details Sheet 1.
S-22	" " " " " " Sheet 2.
S-23	Sheltered Exit - Framing.
S-24	" " - Structural Details.
S-25	" " - Foundation.
S-26	Vehicle Shed - Connection Details.
S-27	Labourers Canteen and Sheltered Exit, Welding Details.
S-28	Toilet - Structural Details.
S-29	" and Washroom - Structural Detail - Sheet 1.
S-30	" " - " " - Sheet 2.
S-31	Septic tank for 25 Persons.
S-32	" " 100 Persons.
S-33	" " 150 " .