



KERAJAAN MALAYSIA

**Pelaksanaan Syarat Perubahan Harga
(*Variation Of Price – VOP*)
di dalam Kontrak Kerja**

(Kuat Kuasa sehingga 31 Disember 2021)

PERBENDAHARAAN MALAYSIA

KANDUNGAN

PELAKSANAAN SYARAT PERUBAHAN HARGA (*VARIATION OF PRICE – VOP*) DI DALAM KONTRAK KERJA

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Kerja Bangunan - Lampiran A/BW/K-B (2021)

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

Kerja Kejuruteraan Awam - Lampiran B/CW/K-B (2021)

Special Provisions To The Conditions Of Contract (Variation Of Price) For Civil Engineering Works

Kerja Mekanikal Dan Elektrikal - Lampiran C/ME/K-B (2021)

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

2. **Kontrak Secara Konvensional - Projek Dalam Pembinaan**

Kerja Bangunan - Lampiran A/BW/K-L (2021)

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

Kerja Kejuruteraan Awam - Lampiran B/CW/K-L (2021)

Special Provisions To The Conditions Of Contract (Variation Of Price) For Civil Engineering Works

Kerja Mekanikal Dan Elektrikal - Lampiran C/ME/K-B (2021)

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

3. **Perjanjian Tambahan - Lampiran D(K) (2021)**

PELAKSANAAN SYARAT PERUBAHAN HARGA (*VARIATION OF PRICE – VOP*) DI DALAM KONTRAK KERJA

1. Tujuan

- 1.1 Kerajaan melalui Perutusan Khas YAB Perdana Menteri pada 28 Jun 2021 bagi Pakej Perlindungan Rakyat Dan Pemulihan Ekonomi (PEMULIH) telah bersetuju untuk melaksanakan Syarat Perubahan Harga atau *Variation of Price* (VOP) di dalam kontrak kerja berikutan peningkatan ketara kos beberapa bahan binaan demi memastikan projek Kerajaan tidak terjejas dan dapat disiapkan mengikut jadual.
- 1.2 Pekeling Perbendaharaan (PP)/Perolehan Kerajaan (PK) 2.4 ini bertujuan untuk memaklumkan mengenai syarat dan kaedah pengiraan VOP di dalam kontrak kerja. PP/PK2.4 ini berkuatkuasa mulai 1 Januari 2021 sehingga 31 Disember 2021.

2. Latar Belakang

- 2.1 Kerajaan sedia maklum tentang kenaikan harga bahan binaan di pasaran berikutan kesan pandemik COVID-19 di seluruh dunia.
- 2.2 Satu kajian telah dilaksanakan oleh Jabatan Kerja Raya (JKR) berdasarkan kepada Siaran Khas 1, 2 dan 3 yang dikeluarkan oleh Jabatan Perangkaan Malaysia (DOSM). Hasil kajian menunjukkan terdapat kenaikan kepada Indeks Kos Bahan Binaan Bangunan dan Harga Unit Purata bagi bahan.
- 2.3 Kerajaan memutuskan untuk melaksanakan VOP dalam kontrak kerja bagi memastikan perolehan projek Kerajaan tidak terjejas dan dapat disiapkan mengikut jadual tertakluk kepada senarai bahan binaan berikut:

2.3.1 Besi Bertetulang

Diambil kira di dalam Kontrak Kerja Bangunan dan Kejuruteraan Awam di mana pelaksanaan VOP untuk besi adalah berasaskan kepada perubahan harga unit besi seperti yang dikeluarkan di dalam **Siaran Khas 1** oleh DOSM, tertakluk kepada kuantiti maksimum yang ditetapkan.

2.3.2 *Crushed Aggregate (Crusher Run)*

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

2.3.3 *Mild Steel Pipe* (Paip Air dan Paip Pembentungan)

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

2.3.4 *Copper*

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

3. **Kaedah Pelaksanaan Syarat Perubahan Harga Bagi Kontrak Secara Konvensional**

3.1 Kaedah untuk pengiraan perubahan harga adalah berkuat kuasa **mulai 1 Januari 2021** dan diberikan kepada kontrak secara konvensional dalam keadaan berikut:

3.1.1 **Projek yang masih dalam pembinaan** pada/selepas 1 Januari 2021 dan perjanjian tambahan hendaklah disempurnakan sebelum 31 Disember 2021. Pengiraan perubahan harga bagi projek yang masih dalam pembinaan dibenarkan untuk melangkaui 31 Disember 2021 sehingga tamat kontrak; dan

3.1.2 **Projek baharu** di mana Surat Setuju Terima dikeluarkan pada/selepas tarikh pekeliling ini berkuat kuasa sehingga 31 Disember 2021 sahaja.

3.2 Syarat perubahan harga bagi kontrak secara konvensional termasuk Kerja Binaan Bangunan, Kerja Kejuruteraan Awam dan Kerja Mekanikal dan Elektrikal hendaklah dengan memastikan kuantiti bahan dan nilai kerja setiap bulan yang digunakan sebagai asas pengiraan perubahan harga merupakan kuantiti dan nilai yang tepat dan tertakluk kepada syarat yang ditetapkan.

3.3 Kaedah pengiraan perubahan adalah berdasarkan skop kerja seperti berikut:

3.3.1 Kerja Binaan Bangunan

- (a) Kaedah pengiraan perubahan untuk kerja binaan bangunan bagi projek yang masih dalam pembinaan bermula dari 1 Januari 2021 adalah berasaskan kepada Harga Unit bagi Besi Bertetulang tertakluk kepada kuantiti maksimum yang ditetapkan. Maklumat terperinci dijelaskan dalam lampiran berikut:
- (i) bagi kontrak secara konvensional yang baharu seperti di **Lampiran A/BW/K-B (2021)**; atau
 - (ii) bagi kontrak secara konvensional yang masih dalam pembinaan seperti di **Lampiran A/BW/K-L (2021)**.
- (b) Dalam menguruskan VOP ini, perkara berikut perlu dilaksanakan oleh Agensi:
- (i) memasukkan peruntukan khas kepada syarat kontrak ke dalam dokumen tender/kontrak seperti di **Lampiran A/BW/K-B (2021)** atau **Lampiran A/BW/K-L (2021)**, yang mana berkenaan, bagi tujuan penyeragaman;
 - (ii) nilai yang diambil kira dalam pengiraan perubahan harga adalah nilai kerja pembina (*builder's work*) sahaja; dan
 - (iii) kerja membaiki, mengubahsuai dan meroboh bangunan tidak layak diberi perubahan harga. Walau bagaimanapun bagi kerja ubahsuai yang melibatkan kerja sambungan yang menyerupai bangunan lengkap dengan asas, dinding dan bumbung dan jika jumlah nilainya merupakan sebahagian utama iaitu melebihi 50% daripada jumlah nilai kerja membaiki, kerja sambungan dan mengubahsuai sesebuah bangunan, maka semua kerja membaiki dan mengubahsuai adalah tertakluk kepada syarat perubahan harga ini. Kategori bagi kerja seperti ini hendaklah mengikut kategori jenis bangunan sambungan yang berkenaan.

3.3.2 Kerja Kejuruteraan Awam

- (a) Kaedah pengiraan perubahan untuk kerja kejuruteraan awam bagi projek yang masih dalam pembinaan bermula dari 1 Januari 2021 adalah berasaskan kepada Harga Unit bagi Besi Bertetulang, *Crushed Aggregate (Crusher Run)* dan *Mild Steel Pipe* bagi paip air dan paip pembedungan. Maklumat terperinci dijelaskan dalam lampiran berikut:
 - (i) bagi kontrak secara konvensional yang baharu seperti di **Lampiran B/CW/K-B (2021)**; atau
 - (ii) bagi kontrak secara konvensional yang masih dalam pembinaan seperti di **Lampiran B/CW/K-L (2021)**.
- (b) Dalam menguruskan VOP ini, Agensi hendaklah memasukkan peruntukan khas kepada syarat kontrak ke dalam dokumen tender/kontrak seperti di **Lampiran B/CW/K-B (2021)** atau **Lampiran B/CW/K-L (2021)**, yang mana berkenaan, bagi tujuan penyeragaman.

3.3.3 Kerja Mekanikal Dan Elektrikal (M&E)

- (a) Pelaksanaan perubahan harga untuk kerja M&E adalah berasaskan kepada Indeks Kos Komponen yang mengandungi bahan *copper* sahaja. Maklumat terperinci dijelaskan dalam lampiran berikut:
 - (i) bagi kontrak secara konvensional yang baharu seperti di **Lampiran C/ME/K-B (2021)**; atau
 - (ii) bagi kontrak secara konvensional yang masih dalam pembinaan seperti di **Lampiran C/ME/K-L (2021)**.
- (b) Indeks Kos Komponen ditetapkan seperti di **Appendix A kepada Lampiran C/ME/K-B (2021)** dan **Lampiran C/ME/K-L (2021)**.
- (c) Dalam menguruskan syarat perubahan harga ini, Agensi hendaklah memasukkan peruntukan khas kepada syarat kontrak ke dalam dokumen tender/kontrak seperti di **Lampiran C/ME/K-B (2021)** atau **Lampiran C/ME/K-L (2021)**, yang mana berkenaan, bagi tujuan penyeragaman.

- 3.4 Bagi projek yang masih dalam pembinaan, Agensi hendaklah mengikat satu Perjanjian Tambahan (*Supplemental Contract*) dengan Kontraktor bagi mengambil kira pemakaian kaedah perubahan harga mulai 1 Januari 2021. Contoh Format Perjanjian Tambahan adalah seperti **Lampiran D(K) (2021)**.

4. **Penetapan Indeks Kos/Harga Unit Asas**

- 4.1 Bagi pengiraan perubahan harga, bulan tender ditutup seperti dijelaskan dalam **semua Lampiran bagi projek baharu secara konvensional** serta **Lampiran A/BW/K-L** kepada pekeliling ini juga bermaksud bulan harga muktamad dipersetujui oleh Jawatankuasa Rundingan Harga Agensi untuk perolehan yang diuruskan secara rundingan terus.

5. **Kemudahan Khas**

- 5.1 Bagi memastikan projek Kerajaan yang dilaksanakan tidak terjejas dan dapat disiapkan, Agensi hendaklah membuat bayaran kemajuan interim yang lebih kerap iaitu dua (2) kali sebulan mengikut nilai kerja sebenar.

6. **Penamatan Bersama**

- 6.1 Jika sekiranya kontraktor masih tidak mampu untuk meneruskan projek walaupun syarat perubahan harga ini diberikan untuk menampung kenaikan harga bahan, maka kontrak boleh ditamatkan secara persetujuan bersama atas permintaan kontraktor. Kontraktor tidak akan dikenakan tindakan dengan syarat ia bukan berpunca daripada kelemahan pelaksanaan kontraktor. Namun begitu, 50% daripada nilai bon pelaksanaan hendaklah dirampas.
- 6.2 Bagi kontrak M&E lantikan secara NSC yang sedang berjalan dalam peringkat pembinaan, sub-kontraktor masih berpeluang untuk meneruskan pelaksanaan perubahan harga bagi komponen M&E walaupun kontraktor utama tidak bersetuju dengan pelaksanaan perubahan harga ke atas bahan binaan bangunan. Bagi tujuan ini sub-kontraktor M&E perlu menandatangani perjanjian tambahan sebagai syarat yang ditetapkan, namun begitu sub-kontrak NSC masih tertakluk kepada syarat-syarat kontrak utama sedia ada.

7. Agensi Yang Boleh Dihubungi

7.1 Agensi yang memerlukan maklumat lanjut mengenai pekeliling ini boleh menghubungi agensi berkaitan seperti berikut:

7.1.1 Nasihat Berkaitan Pekeliling Perbendaharaan

Bahagian Perolehan Kerajaan, Kementerian Kewangan
Telefon : 03-8882 4476/3225
E-mel : dasar.bpk@treasury.gov.my

7.1.2 Maklumat Terperinci Berkaitan VOP

Cawangan Kontrak dan Ukur Bahan
Jabatan Kerja Raya Malaysia
Telefon: 03-2616 5009
E-mel: bdat.ckub@jkr.gov.my

8. Tarikh Kuat Kuasa

8.1 Pekeliling ini berkuat kuasa **sehingga 31 Disember 2021 sahaja**.

8.2 Sekiranya terdapat perbezaan arahan Kementerian Kewangan, peraturan dan tatacara perolehan dalam pekeliling khusus lain, maka peraturan yang digariskan melalui pekeliling ini adalah terpakai dan berkuat kuasa bagi tempoh yang ditetapkan oleh Kerajaan.

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

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

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

2. Reference Publication

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

3. Basic Unit Prices of Materials

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

4. Variation in Price of Materials

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

LAMPIRAN A/BW/K-B (2021)
(untuk digunakan bagi projek baharu)

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

5. Quantity of Materials Subject to Variation of Price

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

6. Works Not Included

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

7. Contract Period and Extension

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

8. Works Executed Outside the Period Permitted Under Contract

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

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

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

9. Notification and Documentary Evidence

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

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

Materials	Unit	Quantity	Basic Unit Price
A. Mild Steel Round Bars, BS 4449			
- 10mm (3/8")	Metric Ton	*	
- 12 mm (1/2")	“	*	
- 16mm (5/8")	“	*	
- 20mm – 25mm (3/4"-1")	“	*	
- 32 mm (1¼")	“	*	
B. High Tensile Deformed Bars	Metric Ton	*	
- 10mm (3/8")	“	*	
- 12 mm (1/2")	“	*	
- 16mm – 25 mm (5/8" - 1")	“	*	
- 32 mm (1¼")	“	*	

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

Notes:

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

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

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

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

- (i) Steel Reinforcement Bars (Mild Steel Reinforcement Bars & High Tensile Steel Reinforcement Bars)
- (ii) Crushed Aggregates (Crusher Run);
- (iii) Mild Steel Pipe for water pipe and sewerage pipe.

2. Reference Publication

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

3. Basic Unit Prices of Materials

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

4. Variation in Price of Materials

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

5. Quantity of Materials Subject to Variation of Price

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

6. Works Not Included

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

7. Contract Period and Extension

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

8. Works Executed Outside the Period Permitted Under Contract

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

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

LAMPIRAN B/CW/K-B (2021)
Appendix B
(untuk digunakan bagi projek baharu)

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

9. Notification and Documentary Evidence

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

(untuk digunakan bagi projek baharu)

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

Materials	Unit	Quantity	Basic Unit Price
Crushed Aggregates (Crusher Run)	Metric Ton	*	
A. Mild Steel Round Bars, BS 4449			
- 10mm (3/8")	Metric Ton	*	
- 12 mm (1/2")	"	*	
- 16mm (5/8")	"	*	
- 20mm – 25mm (3/4"-1")	"	*	
- 32 mm (1 1/4")	"	*	
B. High Tensile Deformed Bars	Metric Ton	*	
- 10mm (3/8")	"	*	
- 12 mm (1/2")	"	*	
- 16mm – 25 mm (5/8" - 1")	"	*	
- 32 mm (1 1/4")	"	*	
4. Water Pipe and Sewerage Pipe			
- Mild Steel Pipe 300mm	Metre	*	} Refer Appendix B

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

Notes:

1. The above quantities are intended for the purpose of price variation only and do not necessarily reflect the actual quantities required for the Contract. The Contractor shall ascertain himself the actual quantities required upon which his tender is deemed to have been based.
2. Price Variation shall be applied to the above quantities fixed or actual quantities used, whichever is the lesser.
3. The quantities of materials (subject to those listed above) used in precast concrete components shall be determined and included in the quantities for relevant materials above. The computation for price variation shall be considered when the completed precast components are delivered to site for use.
4. The “Basic Unit Prices” shall be the appropriate Unit Price as stated in the **Special Release 1** published by the Department of Statistics for the month during which the tender closes and only need to be inserted prior to the signing of the Contract Document.

(untuk digunakan bagi projek baharu)

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

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

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Appendix B

(untuk digunakan bagi projek baharu)

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

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

Notes:

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

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

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

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

3. Reference Publication

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

4. Base Indices

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

5. Application of Adjustments

- (i) The adjustments shall only be applied to the "Effective Value of Work Done" (as defined hereunder) in respect of each M&E component installed on site. The "Effective Value of Work Done" shall mean the difference between:
 - (a) The amount of each relevant component installed on site by the Contractor up to the date of the current monthly interim valuation less the amount for any items based on actual costs or current prices; and
 - (b) The amount calculated in accordance with (a) above up to the date of the preceding monthly interim valuation.

- (ii) The total tendered price of each M&E component is the total price of the supply and installation as tendered by the Contractor. The “Recovery Factor” of each component is the percentage of the supply component price with respect to the tendered price. The Recovery Factor of the selected M&E component is specified in **Appendix A** to this provision.

6. Variations in Component Cost Index

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

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

7. Calculation for Adjustments

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

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

LAMPIRAN C/ME/K-B (2021)
(untuk digunakan bagi projek baharu)

Provided that:

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

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

Where:

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

LAMPIRAN C/ME/K-B (2021)
(untuk digunakan bagi projek baharu)

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

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

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

LAMPIRAN C/ME/K-B (2021)
Appendix A
(untuk digunakan bagi projek baharu)

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

7.	MOTOR (PUMPSET) i) Condenser Water Pump ii) Chilled Water Pump iii) Hose Reel Pump		
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Notes:

- *A – Penang, Kedah and Perlis
- *B – Perak
- *C – Wilayah Persekutuan, Selangor, Negeri Sembilan and Melaka
- *D – Johor
- *E – Pahang
- *F – Kelantan and Terengganu

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

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

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

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

2. Reference Publication

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

3. Basic Unit Prices of Materials

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

4. Variation in Price of Materials

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

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

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

5. Quantity of Materials Subject to Variation of Price

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

6. Works Not Included

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

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

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

7. Contract Period and Extension

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

8. Works Executed Outside the Period Permitted Under Contract

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

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

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

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

9. Notification and Documentary Evidence

- (i) The Contractor shall within a reasonable time give the S.O. written notice of any variation in the price of Materials.

- (ii) The S.O. may at any time call for invoices, receipts and such other documentary evidence as may be required. The Contractor shall not withhold any information or documentary evidence as required by the S.O.

(untuk digunakan bagi projek yang sedang dalam pembinaan)

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

Materials	Unit	Quantity	Basic Unit Price
A. Mild Steel Round Bars, BS 4449			
- 10mm (3/8")	Metric Ton	*	
- 12 mm (1/2")	"	*	
- 16mm (5/8")	"	*	
- 20mm – 25mm (3/4"-1")	"	*	
- 32 mm (1 1/4")	"	*	
B. High Tensile Deformed Bars	Metric Ton	*	
- 10mm (3/8")	"	*	
- 12 mm (1/2")	"	*	
- 16mm – 25 mm (5/8" - 1")	"	*	
- 32 mm (1 1/4")	"	*	

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

Notes:

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

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

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

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

- (i) Steel Reinforcement Bars (Mild Steel Reinforcement Bars & High Tensile Steel Reinforcement Bars)
- (ii) Crushed Aggregates (Crusher Run);
- (iii) Mild Steel Pipe for water pipe and sewerage pipe.

2. Reference Publication

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

3. Basic Unit Prices of Materials

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

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

4. Variation in Price of Materials

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

5. Quantity of Materials Subject to Variation of Price

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

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

6. Works Not Included

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

7. Contract Period and Extension

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

8. Works Executed Outside the Period Permitted Under Contract

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

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

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

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

9. Notification and Documentary Evidence

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

(untuk digunakan bagi projek yang sedang dalam pembinaan)

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

Materials	Unit	Quantity	Basic Unit Price
Crushed Aggregates (Crusher Run)	Metric Ton	*	
A. Mild Steel Round Bars, BS 4449	Metric Ton	*	
- 10mm (3/8")	"	*	
- 12 mm (1/2")	"	*	
- 16mm (5/8")	"	*	
- 20mm – 25mm (3/4"-1")	"	*	
- 32 mm (1 1/4")	"	*	
B. High Tensile Deformed Bars	Metric Ton	*	
- 10mm (3/8")	"	*	
- 12 mm (1/2")	"	*	
- 16mm – 25 mm (5/8" - 1")	"	*	
- 32 mm (1 1/4")	"	*	
4. Water Pipe and Sewerage Pipe - Mild Steel Pipe 300mm	Metre	*	} Refer Appendix B

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

Notes:

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

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

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

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

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

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

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

Notes:

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

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

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

1. This provision shall be applicable for Mechanical and Electrical Works carried out under the following arrangement:

- (i) Direct contract;
- (ii) Prime Cost Sum by Nominated Sub-contractor; and
- (iii) Packaged as part of Builder's Works under the Main Contract.

2. Adjustment (upwards and downwards) shall be made to the monthly interim payments and finally to the Contract Sum where there is variation in the Component Cost Indices in respect of seven (7) main Mechanical and Electrical (M&E) Components which includes copper only described hereunder:

- (i) Copper Cables
- (ii) Switchgears
- (iii) Transformers
- (iv) Generators Sets
- (v) Lightning Protection System & Earthing System
- (vi) Air Conditioning System
- (vii) Motor (Pumpset)

3. Reference Publication

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

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

4. Base Indices

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

5. Application of Adjustments

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

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

6. Variations in Component Cost Index

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

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

7. Calculation for Adjustments

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

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

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

Provided that:

- (i) (a) If the relevant Current Index had not been published by the date the interim payment certificate is to be issued, or
 - (b) If the total amount of any monthly interim valuation (excluding any sums for increases or decreases under this provision) is inadequate to justify the issue of an interim payment certificate, then the increase or decrease payable in respect of that monthly interim valuation shall be added to or deducted from the amount payable upon the issue by the Superintending Officer (S.O.) of the next interim payment certificate after all the relevant Current Indices have been published or when the total amount of the monthly interim valuation is adequate to justify the issue of the said certificate, as the case may be.

- (ii) The Fluctuation Factor for the Effective Value of Work Done in respect of any balance due or to become due and payable to the Contractor after the payment for each component installed up to the date certified by the S.O. as being completed had been made, shall be the ratio of the aggregate total of all the previous increases and/or decreases and the corresponding cumulative total of all the previous Effective Value of Work Done, as follows:

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

Where:

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

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(untuk digunakan bagi projek yang sedang dalam pembinaan)

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

(untuk digunakan bagi projek yang sedang dalam pembinaan)

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

Bil.	Category Of Components	Recovery Factor	Base Index (of Component in region _____* for the months of _____**)
1.	<p>COPPER CABLES</p> <ul style="list-style-type: none"> i) Concealed/ Surface wiring in conduit (per unit point) ii) Cables in trunking (per meter run) iii) Cables laid underground (per meter run) <ul style="list-style-type: none"> a) 120 sq. mm and above b) Below 120 sq. mm iv) Cables on tray/ ladder (per meter run) <ul style="list-style-type: none"> a) 120 sq. mm and above b) Below 120 sq. mm v) Busduct 		
2.	<p>SWITCHGEARS</p> <ul style="list-style-type: none"> i) MV Switchgears ii) LV Switchboards (Incomer breaker 600A and above) iii) LV Switchboards and Sub Switchboards (Incomer breaker below 600A) iv) TPN & SPN Distribution Boards (Incomer breaker 100A and below and Feeder Pillars) 		
3.	<p>TRANSFORMERS</p> <ul style="list-style-type: none"> i) Cast Resin Transformer ii) Hermetically Sealed (Oil filled) Transformer 		

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

7.	MOTOR (PUMPSET)		
	i) Condenser Water Pump		
	ii) Chilled Water Pump		
	iii) Hose Reel Pump		

Notes:

- *A – Penang, Kedah and Perlis
- *B – Perak
- *C – Wilayah Persekutuan, Selangor, Negeri Sembilan and Melaka
- *D – Johor
- *E – Pahang
- *F – Kelantan and Terengganu

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

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

THIS SUPPLEMENTAL CONTRACT is made on.....

BETWEEN

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

AND

.....
company in incorporated in Malaysia and having its principal office at
.....
.....
(hereinafter referred to as the "Contractor") of the other part.

WHEREAS:

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

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

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(C) Due to circumstances encountered during the implementation of the Works, the Government decided to amend the Principal Contract by replacing the existing Special Provisions to the Conditions of the Contract in relation to Variation In Prices Of Materials with the Amended Special Provisions as follows:

- (i)
- (ii)

(D) It is hereby agreed that the Amended Special Provisions shall only be in force from 1st January 2021 to 31 December 2021.

(E) The amount payable by the Government to the Contractor upon the issue by the Superintending Officer (S.O.) of an Interim Certificate under Clause 28 of the Principal Contract hereof shall be increased or decreased in accordance with the Amended Special Provisions commencing for Works executed from the 1st January 2021 to 31st December 2021 and thereafter until completion of the Works and shall be included in the final valuation of the Works in accordance with Clause 31 of the Principal Contract.

(F) It is hereby agreed that the Contractor shall not be entitled to claim for loss and expense that may arise due to the execution of this Supplemental Contract.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

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

- 1.2 Save and subject to the following provisions and variations, the provisions in the Contract Document shall remain the same and in full force and effect as between the Parties thereto.

- 1.3 In the event of any inconsistency between the provision in the Contract Document and this Supplemental Contract, the provisions of this Supplemental Contract shall prevail to the extent of such inconsistencies.

- 1.4 The expressions used in this Supplemental Contract shall unless repugnant to the context, have the same meaning as defined in the Contract.

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

Signed by the said

.....}

.....}

.....

Contractor's Signature

Name in full:

.....

.....

In the capacity of:

.....

In the presence of

Name:

Designation:

Address:

Signed by the

}
}
}
}
}
}

.....

.....

For and behalf of the Government

Name in full:

.....

In the capacity of:

.....

.....

In the presence of

Name:

Designation:

Address: