PERJANJIAN KONSESI PENYENGGARAAN JALAN-JALAN PERSEKUTUAN SEMENANJUNG MALAYSIA

ISI KANDUNGAN Maklumat Asas Konsesi Penyenggaraan Skop Kerja Konsesi Berasaskan Perjanjian Kadar Harga Kerja 3 Syarat-syarat Perjanjian Konsesi (FRM)

1. Maklumat Asas Konsesi Penyenggaraan

Bil	Syarikat Konsesi	Kawasan Konsesi	Tempoh Masa Konsesi
1	RoadCare (M) Sdn Bhd	Selangor, Pahang, Terengganu dan Kelantan	05.04.2018 - 16.02.2026
2	Selia Selenggara Selatan Sdn Bhd	Negeri Sembilan, Melaka dan Johor (kecuali jalan FT001, FT003 dan FT005)	05.04.2018 - 16.02.2026
3	Belati Wangsa (M) Sdn Bhd	Perak	05.04.2018 - 16.02.2026
4	THB Maintenance Sdn Bhd	Pulau Pinang, Kedah dan Perlis	17.08.2017 - 16.08.2027

2. Skop Kerja Konsesi Berasaskan Perjanjian

- 1) Kerja Rutin
- 2) Kerja Berkala
- 3) Kerja Kecemasan

3. Kadar Harga: Kerja Rutin

ITEM	ACTIVITY	COST/km/MONTH (RM)
R01	Pavement	490.00
R02	Maintenance of Road Shoulder	140.00
R03	Grass Cutting	516.00
R04	Maintenance of Road Furniture	25.00
R05	Maintenance Bridges and Culvert	230.00
R07	Drainage	300.00
В	Routine Inspection	11.00
	TOTAL (RM)	1, 712.00

3. Kadar Harga: Kerja Berkala & Kerja Kecemasan

Bayaran untuk Kerja Berkala & Kerja Kecemasan dikira berdasarkan kerja sebenar di tapak dan kadar harga berasakan Schedules of Rates (SoR), Agreed Rates atau Day Work Rate

- Rujukan : Kontrak Perjanjian Syarikat Konsesi Selia Selenggara Selatan Sdn Bhd
- Mengandungi 41 klausa seperti berikut:-

Clause 1 : Definition and Interpretations

Clause 2 : Consession Period

Clause 3 : Consideration

Clause 4 : Representations and Warranties by the Company

Clause 5 : Design

Clause 6 : Supervision

Clause 7: Provision of Works

Clause 8: Rights and Obligations of the Government

Clause 9: Non-Interference to the Public

Clause 10: Assistance during Temporary Work and Diversion

Clause 11: Public and Other Utilities and Amenities

Clause 12: Performance Bond

Clause 13: Shareholders and Shareholding Structure of the Company

Clause 14: Default by the Consession Company

Clause 15: Default by the Government

Clause 16: Expropriation

Clause 17: Termination on Corruption, Unlawful or Illegal Activities

Clause 18: Insurance

Clause 19: Force Majeure



Mengandungi 41 klausa seperti berikut:-

Clause 20: Intellectual Property Rights

Clause 21: Indemnities

Clause 22 : Dispute Resolution

Clause 23 : Arbritation

Clause 24 : Assignment

Clause 25 : Applicable Law

Clause 26: Compliance with Law

Clause 27: Confidentiality

Clause 28: No Partnership

Clause 29: Costs and Stamp Duties

Clause 30: Waivers

Clause 31: Local Participation, Personnel, Material and Services

Clause 32: Time of the Essence

Clause 33 : Severability

Clause 34: Amendment

Clause 35: Notices

Clause 36: Successors Bound

Clause 37: Antiquities

Clause 38: Environmental Matters

Clause 39: Provision of Information

Clause 40: Training for Young Professionals

Clause 41: Entire Agreement



Clause

- 3 Consideration (Payment)
- Provision of Works (Performance of
- 7 the Works and Penalty for Non-Performance)
- 12 Performance Bond
- 18 Insurance

Clause 3: Consideration – (Payment)

- 3.2 Payment for the Routine Maintenance Works
- 3.2.1 Pursuant to Clause 3.1(a) and subject to any deductions under this Agreement, the company shall be entitled to Routine maintenance payment by way of monthly payment in arrears based on the amount as set in **Appendix IV** (Routine Maintenance Payment) throughout the Concession Period. The first of such monthly Routine Maintenance Payment shall be due from the Government to the Company at the end of the first calendar month from Effective Date. The subsequent Routine Maintenance Payment shall be due at successive interval of one (1) month throughout the Concession Period and the last payment shall be due one (1) month after the Expiry Date.
- 3.2.2 Each monthly payment of the Routine Maintenance Payment shall, subject to any deductions under this Agreement, be made by the Government within fourteen (14) days of the receipt of the tax invoice submitted by the Company.
- 3.2.3 The Concession Company shall submit its claim together with the performance report for the payment of the routine maintenance to the Government no later than tenth (10th) day of every month. The Government shall within fourteen (14) Working Days from the receipt of the claim for the Routine Maintenance Payment are due under this Agreement and, subject to such certification and any deductions to be made therefrom in accordance with any applicable provisions of this Agreement, pay the Routine Maintenance Payment for the relevant month in accordance with Clause 3.2.2.

Clause 3 : Consideration – (Payment)

3.3 Payment for the Periodic Maintenance Works

In consideration of the Company providing the Periodic Maintenance Works as directed by the Government based on the Works Programme, the Government shall pay to the Company all costs and expenses incurred by the Company in carrying out and completing the actual Periodic Maintenance Works calculated in accordance with the formula as set out in **Appendix V** (**Periodic Maintenance Payment**) within thirty (30) days after the issuance of the respective Certificate of Completion. PROVIDED ALWAYS that the final ten per centum (10%) of the total payment due for any relevant portion of the Periodic Maintenance Works shall only be paid to the Company after the expiry of the Defect Liability Period for such relevant portion of the Periodic Maintenance Works.

Clause 3: Consideration – (Payment)

- 3.4 <u>Payment for the Emergency Works</u>
- 3.4.1 In consideration of the Company providing the Emergency Works as directed by the Government, the Government shall pay to the Company all costs and expenses incurred by the Company in carrying out and completing the Emergency Works in accordance with the formula as set out in **Appendix VI** (Emergency Works Payment) within thirty (30) days after the issuance of the respective Certificate of Completion.
- 3.4.2 The Government shall inform the Company in writing if there is any dispute in respect of any item or part of an item in the statement of claim for the Emergency Works within seven (7) Working Days from the date of the receipt thereof. The Government and the Company shall use their best endeavour to resolve the dispute as soon as practicable and in any event within twenty one (21) Working Days of the receipt by the Company of the written notice issued by the Government informing the dispute. If the Government and the Company fails to resolve such dispute within the said period, the dispute shall be dealt with in accordance with Clause 22 (Dispute Resolution).

Clause

- 3 Consideration (Payment)
- Provision of Works (Performance of
- 7 the Works and Penalty for Non-Performance)
- 12 Performance Bond
- 18 Insurance

Clause 7: Provision of Works

- 7.4 <u>Performance of the Works and Penalty for Non-Performance</u>
- 7.4.1 Subject to the terms and conditions of this Agreement, the Company shall carry out the Routine Maintenance Works in accordance with the Works Programme, the Agreed Performance Standards, specifications and method of measurement as set out in Appendix XV (Method of Measurement for Routine Maintenance Works).
- 7.4.2 Subject to the terms and conditions of this Agreement, the Company shall carry out the Periodic Maintenance Works in accordance with the Works Programme, specifications and standards of the Periodic Maintenance Works as approved by the Government.
- 7.4.3 Subject to the terms and conditions of this Agreement, the Company shall carry out the Emergency Works in accordance with **Appendix III (Emergency Works).**

Clause 7: Provision of Works

- 7.4.4 In the event the Company
 - (a) fails, neglects, breaches and/or omits to perform its obligations in carrying out any of the Routine Maintenance Works in accordance with the Work Programme, the Agreed Performance Standards, specifications and method of measurement referred to in Clause 7.4.1, the Government shall have the right to give rectification notice to the Company in accordance with the period as set out in Appendix IX (Category of Works and Agreed Performance Standards for Routine Maintenance Works). If the Company fails to commence and carry out such obligations within the period specified in the notice, the Government shall have the right –
 - (i) to deduct such amount from the Routine Maintenance Payment for such month based on the formula as set out in **Appendix IX**; or
 - (ii) to appoint any third party to carry out all or any part of the outstanding Routine Maintenance Works and all costs and expenses incurred by the Government in doing so (which include the cost to the outstanding Routine Maintenance Works and a penalty of twenty five per centum (25%) of the costs and expenses incurred by the Government for the works carried out by the third party) shall be a debt due to the Government and paid by the Company by deducting from the next immediate or any subsequent payment due to the Company;

PERIOD TO ISSUE RECTIFICATION NOTICE FOR NON COMMENCEMENT

NO	ACTIVITY	PERIOD TO COMMENCE	RECTIFICATION PERIOD
RO1	POTHOLE PATCHING	All category of roads: Within 24 hours upon receipt of verbal instruction and such instruction and to be confirmed in writing within 3 working days.	Protocol Road: within 24 hours from time of receipt of verbal instruction. Primary Road: within 24 hours from time of receipt of verbal instruction. Secondary Road: within 24 hours from time of receipt of verbal instruction.
RO2	MAINTENANCE OF ROAD SHOULDER	7 days for all types of roads	Within 7 days from the rectification notice
RO3	GRASS CUTTING	3 days for all types of roads	Within 7 days from the rectification notice
RO4	MAINTENANCE OF ROAD FURNITURE	7 days for all types of roads	Within 7 days from the rectification notice
RO5	MAINTENANCE OF BRIDGES AND CULVERTS	7 days for all types of roads	Within 7 days from the rectification notice
RO7	DRAINAGE	3 days for all types of roads	Within 7 days from the rectification notice
В	ROUTINE INSPECTION	14 days Submit report monthly	Within 14 days from the rectification notice

Note:

- "Period to Commence" means save and except RO1 works, such period from the commencement date as stipulated under the approved Works Programmed Schedule in Appendix X.
- 2. Rectification notice is to be given upon expiry of the Period to commence.
- "Rectification Period" is period within which the company is to commence the relevant rectification work.
- Provided always that the deduction for this purpose shall be calculated on the basis of the minimum and multiple of one (1) kilometer.





Appendix IX

ROUTINE MAINTENANCE WORKS

Breakdown Rates According to Activities

(Applicable for Protocol / Primary / Secondary Roads)

ITEM NO	ACTIVITY	COST/KM/MONTH (RM)
R01	Pavement	490.00
R02	Maintenance of Road Shoulder	140.00
R03	Grass Cutting	516.00
R04	Maintenance of Road Furniture	25.00
R05	Maintenance Bridges and Culvert	230.00
R07	Drainage	300.00
В	Routine Inspection	11.00
	TOTAL (RM)	1,712.00

Note:

- 1. The above price includes the preliminaries and management items.
- The Parties hereto agree that the Routine Maintenance Payment shall be varies, if after the Effective Date:
 - The company is required by the Government to undertake the carrying out of the Routine Maintenance Work in respect of any other existing roads not comprised in the Concession Area or any newly constructed roads;
 - The company is required by the government to undertake the carrying out of the Routine Maintenance Work in respect of any additional lanes being constructed within the Concession Area;
 - c) The joint inspection conducted or to be conducted by the Government and the Company establishes that there is a variation of the total length of the Federal Roads within the Concession Area as at the Effective Date:





Clause 7: Provision of Works

- 7.4.4 In the event the Company
 - (b) fails, neglects, breaches and/or omits to perform its obligations in carrying out any of
 - (i) the Periodic Maintenance Works in accordance with the Works Programme, specifications, requirements and standards referred to in Clause 7.4.2; or
 - (ii) the Emergency Works in accordance with the terms and conditions of this Agreement,

the Government shall have the right to appoint any third party to carry out all or any part of the outstanding Periodic Maintenance Works and/or Emergency Works and all costs and expenses incurred by the Government in doing so (which include the cost to the Periodic Maintenance Works and Emergency Works and a penalty of twenty five per centum (25%) of the costs and expenses incurred by the Government for the works carried out by the third party) shall be a debt due to the Government and paid by the Company by deducting from the next immediate or any subsequent payment due to the Company.

Clause

- 3 Consideration (Payment)
- Provision of Works (Performance of
- 7 the Works and Penalty for Non-Performance)
- **12** Performance Bond
- 18 Insurance

Clause 12: Performance Bond

12.1 <u>Duty to Procure Performance Bond</u>

- 12.1.1 The Company shall on or before the Effective Date procure a performance bond for the amount equivalent of five per centum (5%) of the value of the Routine Maintenance Works and the Periodic Maintenance Works is issued to the Government to guarantee the due performance of the Routine Maintenance Works and the Periodic Maintenance Works.
- 12.1.2 Any Performance Bond procured pursuant to Clause 12.1.1 shall remain valid until the expiration of period twelve (12) months after the end on each Concession Year.
- 12.1.3 If the company fails to comply with the Company's obligations under this Agreement, the Government shall be entitled to call on the Performance Bond up to the limit of the sum certified by the Government to be the sum required to remedy such breach as at the time of such breach being established.
- 12.1.4 If the Company fails, neglects, breaches and/or omits to procure the Performance Bond in accordance with Clause 12.1.1, the Government shall have the right to deduct such amount as may be due under the Performance Bond from any amount payable by the Government to the Company under this Agreement.

Clause

- 3 Consideration (Payment)
- Provision of Works (Performance of
- 7 the Works and Penalty for Non-Performance)
- 12 Performance Bond
- 18 Insurance

18.1 Insurance of the Works

- 18.1.1 The Company shall effect and maintain or cause to be effected and maintained insurances for any of the relevant Works in progress until the expiry of the Concession on the following basis –
 - (a) contractors' all risks policy for the full value of the Works to include cover for all goods, equipment, materials, plants and other items necessary for such Works;
 - (b) a policy against any liability including third party liability up to a limit of Ringgit One Million (RM1,000,000.00) only for each incident (the number of incidents to be unlimited) which may arise in connection with such Works; and
 - (c) for Workmen's Compensation or PERKESO as required by law.

18.2 <u>Amount of Insurance</u>

The insurance required by this Clause 18 shall be taken out with a local licensed insurer as approved by the Government and shall be for such amounts in excess of Ringgit One Million (RM1,000,000.00) and cover such other risks and contain such conditions, endorsements and exclusions as are reasonably acceptable to or as required by the Government. No exclusions, endorsement or alterations thereto are to be made unless first approved in writing by the Government.

18.3 Joints Name

All policies to be taken out pursuant to this Clause shall be taken out in the joint names of the Government and the Company.

18.4 <u>Copies</u>

Duplicate or certified copies of the policies and all renewal certificates and endorsement slips be lodged by the Company with the Government immediately upon receipt thereof by the Company.

18.5 Premiums

The Company shall pay or cause to be paid all premiums and other moneys payable in respect of any policy of insurance to be effected hereunder as the same shall become due and payable and will in respect of any such policy of insurance produce to the Government the policy of insurance and the receipts for the payment of each premium payable in respect of each policy and any other moneys payable thereunder (or other proof of payment to the Government's satisfaction) within fourteen (14) days after its issuance.

18.6 Information

The Company will give true and particular information to the office or company with which the said insurance are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys thereunder.

18.7 Cancellation

The Company shall procure that any policy of insurance to be effected hereunder shall provide that if the insurance office or company cancels such insurance for any reason, such cancellation shall not be effective before thirty (30) days after receipt by the Government of written notice from the insurance office or company advising such cancellation

18.8 Insurance Not to be Vitiated

- 18.8.1 Company will not at any time knowingly permit or suffer to be done any act, matter or thing in relation to the Works whereby any insurance in respect of the Works may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased.
- 18.8.2 Where the Government gives its prior approval in writing of any proposal of the Company to increase any risks as insured, the Company will pay all additional premiums of insurance (if any) required on account of such additional risk.

18.9 Destruction

If such Works or any part thereof or any of the temporary works, construction plant, materials or other things in the Concession Area is damaged or lost by any risk insured against pursuant to this Clause the Company shall use the insurance moneys available to repair, replace and make good such damage or loss.

