

## **11.0 INSPECTION OF SITE**

- 11.1 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his tender as to the following:
- (a) the nature of the ground and subsoil;
  - (b) the form and nature of the Site;
  - (c) the extent and nature of the work, materials and goods necessary for the completion of the Works;
  - (d) the means of communication with and access to the Site;
  - (e) the accommodation he may require; and
  - (f) in general to have obtained for himself all necessary information as to risks, contingencies and all circumstances influencing and affecting his tender.
- 11.2 Any information or document forwarded by the Government to the Contractor shall not relieve the Contractor of his obligations under the provisions of this clause.

## **12.0 PROGRAMME OF WORK**

- 12.1 Where a programme of work is not provided by the S.O., the Contractor shall within fourteen (14) days after the date of the Letter of Acceptance, submit to the S.O. for his approval a programme of work for the execution of the Works in such forms and details as the S.O. shall reasonably determined.
- 12.2 If at any time it should appear to the S.O. that the actual progress of the Works does not conform to the fixed or approved programme of work referred to in clause 12.1 hereof, the Contractor shall produce, a revised programme of work showing the necessary modifications to the approved programme necessary to ensure completion of the Works within the time for completion as defined in clause 39 hereof or any extended time granted pursuant to clause 43.

## **13.0 PERFORMANCE BOND/PERFORMANCE GUARANTEE SUM**

- 13.1(a) The Contractor shall, on the date of the possession of Site, provide a Performance Bond or Performance Guarantee Sum as the case may be substantially in the form as in Appendix issued by an approved licensed bank or financial institution incorporated in Malaysia in favour of the Government for a sum equivalent to five percent (5%) of the total Contract Sum as specified in Appendix to secure the due performance of the obligations under this Contract by the Contractor. The Performance Bond shall remain valid and effective until twelve (12) months after the expiry of the Defect Liability Period or the issuance of the Certificate of Completion of Making Good Defects, whichever is the later.
- (b) If the Contractor fails to submit the said Performance Bond as specified in sub-clause (a) above on the date of possession of site, then the Contractor shall be deemed to have opted for Performance Bond in the form of Performance Guarantee Sum as provided for under clause 13.2 hereof.
- 13.2 The Contractor may opt for a Performance Bond in the form of Performance Guarantee Sum in lieu of the Bank, Insurance or Finance Company Guarantee as specified in clause 13.1 hereof whereby deductions of ten percent (10%) shall be made from the first interim payments and subsequent interim payment until the total amount deducted aggregate to a sum equivalent to