

Our Ref .: UMLB/UMCITY/LA/25CSD/22-051

Date : 11th August 2022

25 DESIGN & CONSTRUCTION SDN BHD

No.27-01, Jalan Austin Perdana 2/25,

Taman Austin Perdana,

81100 Johor Bahru.

Tel: 012-7706343

Email: twentyfivedesignstudio@gmail.com

Attn: En. Rashid

Dear Sir.

CADANGAN PEMBANGUNAN KOMERSIL BERCAMPUR BERSTRATA 26 TINGKAT

MENGANDUNGI :-

FASA 1A:

- 1) 2 TINGKAT SUB-BESMEN YANG MENGANDUNGI
 - a) 2 TINGKAT TEMPAT LETAK KENDERAAN BERSERTA RUANG MEKANIKAL DAN ELEKTRIKAL (LG2-LG1),
 - b) 10 UNIT RUANG KEDAI, PUSAT PENGUMPULAN SAMPAH DAN SEBUAH STESEN SUIS UTAMA 33kV(LG1)
- 2) 5 TINGKAT PODIUM YANG MENGANDUNGI
 - a) 1 TINGKAT RUANG KOMERSIL (L1)
 - b) 3 TINGKAT TEMPAT LETAK KENDERAAN, RUANG MEKANIKAL DAN ELEKTRIKAL (L2-L4) BESERTA RUANG KOMERSIL (L2)
 - c) 7 UNIT PANGGUNG WAYANG (L3-L4)
 - d) 1 UNIT TINGKAT LANDSKAP PODIUM BESERTA KOLAM RENANG, RUANG KOMERSIL DAN KEMUDAHAN SOKONGAN (L5)

FASA 1B:

- 1) 19 TINGKAT RUANG PEJABAT - BLOCK C (108) BERSERTA 1 UNIT RUANG PERNIAGAAN DI ARAS BUMBUNG
- 2) 2 TINGKAT HOTEL - BLOK B (213 UNIT)
- 3) 9 TINGKAT HOTEL BLOCK D - (198 UNIT)

FASA 1C:

- 1) 20 TINGKAT HOTEL - BLOK A (214 UNIT)

DI ATAS LOT PTD 200493, PARCEL B78, MEDINI ISKANDAR, NUSAJAYA, MUKIM PULAI, DAERAH JOHOR BAHRU, JOHOR UNTUK TETUAN MEDINI LAKESIDE DEVELOPMENT SDN BHD

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

We are the Main Contractor for the Execution and Completion of Building and External Works for the above-mentioned project. We hereby confirm to award the Supply Labour and Material for Remaining Interior Fitting out Works for Guest Room & Typical Corridor at Tower D (Ozo) ("Sub-Contract Works") to the above-mentioned project. The award shall be subjected to the Terms and Conditions stated herein and stipulations of the Sub-Contract Documents and Conditions of Main Contract :-

UM Land Builders Sdn Bhd (438767-U)

(A subsidiary of UMLand Bhd)

Suasana Bukit Ceylon, No. 2, Persiaran Raja Chulan, 50200 Kuala Lumpur

Tel : +603-2036 8188 Fax : +603-2036 8126

UMLAND

UNITED MALAYAN LAND BHD

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

1. SUB-CONTRACT

The Sub-Contract's Works shall be executed strictly accordance with the General Conditions of Sub-
Contract Works appended herewith as 'Appendix I' and incorporating the following terms &
conditions together with the Provisions of the Main-Contract.

2. SUB-CONTRACT SUM

2.1 The Sub-Contract Sum shall be fixed rate with provisional quantities of RM6,760,019.87
(Ringgit Malaysia: Six Million Seven Hundred Sixty Thousand Nineteen and Cents
Eighty Seven Only) as attached in Appendix "A" inclusive of duties and sales tax but
excluding Goods and Services Tax. Adjustment shall be made should there is any difference
between the current duties and sales tax against the goods and services tax if so,
implemented by government. The Sub-Contract Sum is deemed to comply with all terms and
conditions as stipulated in the Contract Documents, Contract Drawings, Specifications
Manufacturer's Recommended Instruction & Procedure, Addendums and those stipulated
herein this Letter of Award.

2.2 The Sub-Contract Sum(s) shall deem to comply with all contract and/or construction
drawing(s) in accordance to Clause 3 and Clause 4 stated herein and with preliminaries which
all as summarized under this Letter of Award herein whereby no adjustment, alteration,
amendment, variation and/or omission in any way or whatsoever is permitted; strictly unless
otherwise prior approval and/or consent is granted to the Sub-Contractor by the Main-
Contractor (if required only).

2.3 All quantities and dimensions stated as "Provisional" in the Bills of Quantities are estimated
quantities and they are not to be taken as the actual and correct quantities of the works to be
executed. The amount payable to the Sub-Contractor shall be ascertained by re-measurement
based on actual executed works.

2.4 The Sub-Contractor shall fully aware of the site conditions and constraints and no claim and/or
whatsoever due to ignorance or lack of knowledge in this connection shall be entertained.

2.5 The Sub-Contract Rate(s) and/or Price(s) shall deem to include all the necessary hand tools,
equipment, plant and machinery to carry out and complete this Sub-Contract Works

2.6 Any sum set out herein or otherwise payable by any party hereto to any other party pursuant
to the terms herein shall be deemed to be exclusive of any Goods and Services Tax or tax of
similar nature ("SST") which is chargeable on the supply (or supplies) of goods or services for
which such sum is (the whole or part of) the consideration for GST purposes if the same is so
chargeable under the law.

2.7 If by reason of the introduction in Malaysia of any SST after the date of acceptance of this
letter, it becomes obligatory upon Sub Contractor to pay SST to the relevant authority as
required by law on any amount payable by Main Contractor herein, Main Contractor shall on
demand pay to Sub Contractor (in addition to the Sub-Contract Sum) a sum equal to the
amount of such SST upon the presentation of a valid GST invoice by Sub Contractor.

2.8 No claim(s) shall be allowed for any loss and /or increase as a result of fluctuation in material
prices, wages, fuel, plant, exchange rates, taxes, duties, statutory contributions, restrictions or
quotas and etc. which may occur during the contract period. All rates, prices and sums shall
deem to include and allow for such provision. The Sub-Contract Sum shall deem to include for
working overtime, weekend and public holidays in order to maintain the progress of work on
site or in the event that the progress is behind schedule.

Date : 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

2. SUB-CONTRACT SUM (cont'd)

2.9 Notwithstanding, the inconsistencies and unreasonable price in the Tender Document shall be
subjected to the adjudication of the Consultants as to their reasonableness and shall be
rationalised before the execution of the formal contract document.

2.10 No variation order for additional, omission and/or alteration of the works, materials,
dimensions, quantities shall be entertained in respect to :-

2.10.1 Fluctuation of prices of materials, machineries and labour;

2.10.2 Existing site condition;

2.10.3 All the wastage shall be inclusive in your contract sum;

2.10.4 Responsible for the acceptance, unloading, checking, storage, handling, distribution to
the point of laying/fixing, placing in position and safe custody;

2.10.5 All additional conditions as stated in this Letter of Award;

2.10.6 All necessary adjustment of building platform levels to suit site condition during
construction;

2.10.7 Protection of completed works and their immediate vicinity against all possible
damages, theft and maintenance;

2.10.8 Any other associated works; and

2.10.9 All variation orders will not be entertained without prior written approval from
Consultants, Client and/or Main-Contractor.

3. SCOPE OF WORKS

3.1

The scope of works for the Sub-Contract shall the Supply Labour and Material for
Remaining Interior Fitting out Works for Guest Room & Typical Corridor at Tower D
(Ozo) inclusive of any other requirements related to the works shall be included in the Sub-
Contract Sum and shall under full responsibility of the Sub-Contractor.

3.1.1 Not limiting to the above-mentioned, the works shall include obtaining all permits,
preparing shop drawings, as-built drawings, operational manual, warranty and etc in
sufficient copies all as directed/instructed. The Sub-Contract shall execute strictly in
accordance with the Contract Documents, Contract Drawings, Specifications and
Manufacturer's Recommended Instruction & Procedure and to the satisfaction and
approvals of the Consultants but not limited to the followings :-

3.1.2 Comprise the provision by you all necessary material, labour, tools and equipment (as
described in Appendix 'A') for the execution and completion in accordance with our
contract drawings and specifications, including to the satisfaction and acceptance by
our site representatives and Consultants.

3.1.3

Provision all necessary survey and setting out of the Sub-Contract works in
accordance to the construction drawings. The Sub-Contractor shall also provide level
marking or levelling pad for floor/wall finishes as a reference for other trades at every
unit and location as and when required.

Date : 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

3. SCOPE OF WORKS (cont'd)

3.1.4 Provision for all scaffold system and working platforms at Sub-Contractor own cost to carry out the works at site. The erection of scaffolding exceeding two (2) frames shall be erected by a licensed scaffolder.

3.1.5 Provision for all checking and taking delivery of goods from Nominated Suppliers; unloading, storing and protecting; handling, hoisting, distribution and placing in position.

3.1.6 You shall provide all necessary plant & machinery, equipment and tools including transporting to the site, assembling, dismantling and removing from the site after completion of works.

3.1.7 The cost of materials such as adhesive, cement, sand and labour due to any rejected work as a result of poor workmanship shall be borne by you.

3.1.8 Responsibility for the control of wastage shall be borne by you unless you are able to substantiate with acceptable reasons.

3.1.9 All the item quoted shall be complied with architect specification including Plastering & skim coat allow 3 inch above ceiling height.

3.1.10 The Sub-Contractor shall provide all necessary equipment and carry out all test and inspection to ensure that the standard of workmanships meet the requirement under QCLASSIC. In the event of discrepancy between QCLASSIC Standard and the Consultant's Standard of quality, the more stringent standard will be adopted. All costs and expenses incurred in complying with above mention shall be deemed included in the Sub-Contract Sum.

3.1.11 The Sub-Contract works must complete and functional in all respects and shall include items necessary for complete installation.

3.1.12 The Sub-Contractor shall comply the Main Contractor's Master Work Programme/Schedule. In the event that the Sub-Contractor is required to speed up the works, the Sub-Contractor shall provide sufficient workforce and resources to comply with such requirements.

3.1.13 The Sub-Contract price is firm price, not limiting to other clauses in this contract, and together with completion times are not subjected to :-

3.1.13.1 Variation in whole prices, retail prices, taxes and duties, exchange rates, freight, transport, utilities rates, labour rates and interest rates;

3.1.13.2 Shortage in supply of labour and/or goods;

3.1.13.3 Any arithmetical errors in Tender Summaries, any non-pricing or any alleged under measurement or underpricing in Tender Summaries;

3.1.13.4 Any alleged unforeseen site difficulties.

No variations work claimable in this Sub-Contractor Works. All are deemed is included in this contract.

Date : 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

3. SCOPE OF WORKS (cont'd)

- 3.2

Prior to commencement of the works and within fourteen (14) days from the date hereof, the Sub-Contractor are required to submit to us seven (7) sets of the followings;

3.2.1 Detailed work programme;

3.2.2 Technical shop drawings (layout & schematic diagrams);

3.2.3 Detail Sectional Quality Plan (SQP) for the Works;

3.2.4 All associated sample of materials, technical catalogue/brochure;

3.2.5 The hierarchy chart, name and curriculum vitae of the authorized site representative;

and

3.2.6 Collateral warranty and this shall be one of the pre-requisite for the release of first evaluation.
- 3.3

The Sub-Contractor shall responsible for the setting out of the Sub-Contract works. The Sub-Contractor is advised to carry out regular site inspection and take site measurement to determine the exact dimensions and quantities required to complete the works. In the event of any discrepancies in the specification, drawings and schedule of prices, the Sub-Contractor shall notify the Architect for immediate attention and confirmation. The Sub Contractor is also required to co-ordinate, attend site meetings and constantly check with Main Contractor on the receipt of all necessary information for construction by Sub Contractor shall be of latest amendments.
- 3.4

The Sub-Contractor are strictly not allow and/or restricted to sub-let the whole and/or any part of the Works without the prior written consent of the Consultants and/or Main-Contractor. If the consent being given, it shall not relieve the Sub-Contractor from any liability and/or obligations under the Sub-Contract Agreement and the Sub-Contractor shall solely responsible for the acts, defaults or neglect on his part and of his agents, servants or workmen.
- 3.5

The Sub-Contractor shall not assign this Sub-Contract and/or any part thereof and/or the obligations to carry out and/or the right to receive payment for any part of the works to be carried out under the Sub-Contract to any parties whomsoever without prior written consent of the Consultants and/or Main-Contractor.
- 3.6

Workers' accommodation is not allowed within the vicinity of the site. You shall be responsible for the accommodation off site and transportation for your workers to and/or from the site and pay all costs incurred.
- 3.7

The whole works shall be carried out in all accordance and compliance to the specification, manufacturer's recommended instruction and procedure, drawings and conditions of the Sub-Contract and Main-Contract and within the agreed Sub-Contract Period. However should the Sub-Contractor fails to comply with the agreed work schedule / programme, the Main-Contractor reserve the sole rights to take over the whole / part of the Works and re-award to others without the need to make any reference or whatsoever to the Sub- Contractor by serving a twenty four (24) hours' notice of the Main-Contractor is intention to execute such rights / action / etc.
- 3.8

All works necessary for the completion of the aforesaid works including testing and commissioning, compiling cum submitting all the necessary forms and liaison with the relevant Authorities organizing final Authorities' inspection and necessary clearance from the relevant Authorities shall be part of the Sub-Contractor's Scope of Works.

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

3. SCOPE OF WORKS (cont'd)

- 3.9 The Sub-Contractor shall fully responsible for the housekeeping to the respective area during
or after the work completed.

4. CONTRACT DOCUMENTATIONS

- 4.1 The Form of Contract for the Sub-Contract shall be PAM Sub-Contract 2006. This Sub-
Contract shall be subject to re-measurement.
- 4.2 The following letters and correspondence shall constitute integral part of the Sub-Contract;
- 4.2.1 Recommendation of Award ref. No. UMLB/UMCITY/EC/ROA-TFDS/074 dated 15th
July 2022 and Quotation Ref TFDS/UML/GR_OZO/CE/001 dated 15th July 2022
- 4.3 The letter shall be read in sequence and the latest letter shall take precedence over the earlier
letter. The above letters shall take precedence over those terms in the Tender Documents that
contradict it.
- 4.4 The various documents that constitute the sub-contract documents are to be read as mutually
explanatory of one another and in the event of any conflict or inconsistency between these
documents, the priority of the document that shall prevail shall be in the following order :-
- The Letter of Award from Main Contractor;
- 4.4.1 The Letter of Award from Main Contractor;
- 4.4.2 Bill of Quantities (Appendix A);
- 4.4.3 General Condition of Sub-Contract (Appendix 1);
- 4.4.4 Site OSH Rules & Regulations (Appendix B)
- 4.4.5 Authorised Specimen (Appendix C)
- 4.4.6 Preambles (Appendix D)
- 4.4.7 Qlassic (Appendix E)

5. THE SUB-CONTRACT PERIOD

- 5.1 The date of commencement shall be on based on stipulated in table below. Notwithstanding
this, you shall be required to work in line with the main construction programme.

Description	Commencement Date	Completion Date	Liquidated Damages per Calendar day
Supply Labour and Material for Remaining Interior Fitting out Works for Guest Room & Typical Corridor at Tower D (Ozo)	1st August 2022	31 December 2022	RM1,900.00

- 5.2 In the event that the site is not ready for commencement works. You are agreeable to defer
the Date of Commencement to a later date which shall be informed you accordingly. You shall
agree that there shall be no cost implication of whatsoever nature to the Sub-Contract hereby
awarded as a consequence of such delay in commencement of works.
- 5.3 You have agreed that there shall be no claims for idling charges and other claims of
whatsoever nature to the sub-contract for the discontinuity works.

Date : 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

5. THE SUB-CONTRACT PERIOD (cont'd)

5.4 You have agree and undertake not to claim for additional cost, loss and expenses, damages, compensation, workdone and etc. in the event of delay in giving site possession or change in scope of works or partial/total postponement, cancellation and/or termination of the project due to whatsoever reasons and particularly situations and causes beyond the controls, obligations and responsibilities of UM Land Builders Sdn Bhd.

6. THE EXTENSION OF TIME

6.1 If and when it becomes reasonably apparent that the progress of the works is being or likely to be delayed beyond the Date of Completion, the Sub-Contractor shall forthwith of the occurrence of such event, notify the Main-Contractor in writing identifying the relevant events causing the delay, giving particulars together with supporting documents of the expected effect and an estimate of the extension of time required. The notice shall contain sufficient information and reasons for the delay to completion including the estimated time required to complete the works.

6.2 Upon receipt of the Sub-Contractor notice that there are events causing delays and the completion of the works is likely to be delayed beyond the Date of Completion then in due consideration, the Main-Contractor may give a fair and/or reasonable extension of time by fixing such later date as the Date of Completion provided always that the Sub-Contractor submitting application for Extension of Time complete with particulars and estimates in a reasonable time before the Date of Completion.

6.3 The Sub-Contractor shall constantly do his best endeavors to prevent delay in the progress of the works. He shall carry out all that may reasonably require to prevent delay and/or further delay in the completion of the Works to the satisfaction of the Main-Contractor.

7. THE LIQUIDATED & ASCERTAINED DAMAGES (LAD)

7.1 You are to note that time is of the essence of this Sub-Contract. Liquidated and Ascertained Damages at the rate of RM1,900.00 per day shall be applicable inclusive of all festivals and public holidays for the period during which the Sub-Contract works shall remain or have remained incomplete.

7.2 If the Sub-Contractor fails to complete the Sub-Contract Works by the Date of Completion or within any extended time fixed under Clause 5 and/or as may be allowed under the conditions herein then the Sub-Contractor shall pay or allow the Main-Contractor to deduct a sum base on above tabulation as Liquidated Damages (LD) for the period from the Date of Completion or any extended where applicable to the Date of Practical Completion. The Main-Contractor shall entitle to deduct such sum as a debt from any monies due or to become due to the Sub Contractor under this Sub-Contract.

7.3 Nevertheless, shall the Sub-Contractor partially contributed the delay, default and/or fails to complete the Sub-Contract Works by the agree Date of Completion or within any extended time fixed under Clause 5 and/or as may be allowed under the conditions herein then the Sub Contractor shall pay or allow the Main-Contractor to deduct a sum to be calculated proportionately based on above tabulation as Liquidated Damages (LD) for the period from the Date of Completion or any extended where applicable to the Date of Practical Completion accordingly.

Date : 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

7. THE LIQUIDATED & ASCERTAINED DAMAGES (LAD) (Cont'd)

7.4 The LD stated herein is deemed to be as the actual loss in which the Main-Contractor suffer in the event that the Sub-Contractor are in breach of this Sub-Contract hereof. By venture of the Sub-Contractor entering into this Sub-Contract, the Sub-Contractor agree to pay the Main Contractor the said amount(s) if the same become due without the need of the Main-Contractor to prove the actual damage or loss to the Sub-Contractor.

8. SITE COORDINATION & SUPERVISION

The Sub-Contractor are required to provide English speaking competent site supervisor/personnel and M&E Coordinator who has adequate contractual knowledge and work experience in project of similar nature and who are competent in supervising such works to ensure smooth and timely implementation of the project. Furthermore, the Sub-Contractor is required to coordinate closely with the Main-Contractor and other Sub-Contractors and/or Direct-Contractor on site to enable completion of the Works within the completion period stated above. Also, the Sub-Contractor are required to provide all necessary services and site facilities as required under Condition of Contract for the proper execution of the said Works.

9. FINE/PENALTIES & REQUIREMENT BY THE FEDERAL & LOCAL AUTHORITIES

9.1 The Sub-Contractor shall liaise closely with and obtain all the necessary permits including complying with all requirements of the federal and local approving authorities regarding the above works and to pay all charges, fees, etc required.

9.2 The Sub-Contractor shall be responsible to resolve all fines/penalties imposed by the Local Authorities for any damages and losses caused either directly or indirectly due to the Sub-Contractor's operations on site during the duration of the contract or any extended time thereof and any affect, delay, delay etc caused to the Main-Contractor works, the Sub-Contractor shall be solely held responsible for its consequential costs and time.

10. DEFECTS LIABILITY PERIOD (DLP)

The Defects Liability Period shall be twenty four (24) months from that day named in Certificate of Practical Completion of the Works inclusive of an additional of three (3) months for further making good of any recurring defects arising out of the defects previously rectified and fourteen (14) days for defects schedule and/or the date of issuance of PMA Certificate (if any) and/or issuance of Certificate of Making Good Defects whichever is later.

11. INTERIM PROGRESS APPLICATION, CERTIFICATE & PAYMENT

11.1 The procedure for submitting the interim progress application, certificate and the mode of payment shall strictly complied with/and in accordance with the procedures as stated below :-

11.2 The Sub-Contractor are required to submit to the Main-Contractor the interim progress during the execution of the Works duly carried out on site by 15th day of each calendar month for incorporation into the Main-Contractor's monthly progress application. Any delay and/or failure to submit the interim progress application by the aforesaid date shall result in the exclusion of claim for that particular month and will only be incorporated on the following month to the Consultants.

Date

: 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

11. INTERIM PROGRESS APPLICATION, CERTIFICATE & PAYMENT (cont'd)

11.3 The period of honouring certificate of payment to main contractor shall be thirty (30) days from the date of interim Certificate of Payment. The mode of payment to the sub-contractor shall be direct payment from the Main Contractor within thirty (30) days after the interim Certificate of Payment.

11.4 The agreed payment term shall as below :-

11.4.1 Payment for work executed (except for down payment) are subjected to retention of ten per centum (10%) of total value of work done (including work done on variation works) with a limit of five per centum (5%) of Sub-Contract Sum and/or Revised Sub-Contract Sum whichever is higher.

11.4.2 The Main-Contractor reserve the right to withheld and/or holds the aforesaid payment should the Sub-Contractor fail to meet up the Sub-Contract's obligation and/or default in any provision of Sub-Contract's requirement as imposed until the Sub-Contractor had fulfilled, committed and/or complied.

11.4.3 Percentage of the value of materials and goods included in the certificate shall be at 75%

11.4.4 30% down payment for this Sub-Contract amounting RM2,028,005.96

11.5 The amount retained shall be released to the Sub-Contractor in accordance with the requirements of the Condition of Contract shall as below :-

11.5.1 2.5 % upon practical completion of Works certified by the Consultants.

11.5.2 2.5 % upon expiry of Defects Liability Period of 24 months or the issuance of Certificate of Completion of Making Good Defects, whichever is later.

11.6 The Main-Contractor may by any progress payment make any correction or modification in any previous progress payment which have been issued to the Sub-Contractor and shall have authority to omit or reduce the value of such work in any progress payment.

11.7 The Sub-Contractor shall receive no payment for unsatisfactory work. Payment will only released to the Sub-Contractor until such rectification works has been fully completed and complied with the satisfaction and approval by the Main-Contractor only. If the Sub-Contractor fail to make good the unsatisfactory work upon the Main-Contractor's instruction whether verbal or written and within a reasonable time and/or fourteen (14) calendar days in such manner as the Main-Contractor may deem fit, the Main-Contractor will then undertake and/or engage third party to repair such works on the Sub-Contractor behalf without further reference to the Sub-Contractor and all cost incurred will be deducted and/or set-off from any monies due to recovered as debt from the Sub-Contractor.

11.8 In the event that the sub-contractor has to work beyond normal working hours as specified in the Sub-contract, permission has to be obtained from the Main Contractor to carry out such work or works and the payment of overtime claims for the Employer's appointed Clerk-of-Work and the Main Contractor's site supervisory staff shall be borne by the sub-contractor. No extension of time shall be entertained due to the local authorities' restriction on working beyond the normal working hours.

11.9 The Sub-Contractor will not be entitled to claim for any compensation in the event that the project is terminated / suspended at any stage. The Sub-Contractor will only be paid to the stage of the Works which have executed.

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

11. INTERIM PROGRESS APPLICATION, CERTIFICATE & PAYMENT (cont'd)

11.10 If the Sub-Contractor failed to comply with Clause 13 of this Sub-Contract, the Main-
Contractor shall deduct and/or withhold and/or set-off whatsoever monies from the Sub-
Contractor which may deem fit for such removal and/or cleanliness done by the Main-
Contractor and/or any third party engaged by the Main-Contractor to complete and comply this
clause without any reference to the Sub-Contractor or whatsoever.

12. EXTENSION OF TIME (EOT)

The procedure for applying the extension of time shall strictly complied with/and in accordance with
the procedures as stated under the Main Contract Provisions. The Form of Contract used in Main
Contract shall be PAM Contract 2006 (With Quantities) issued under the sanction and approval of
Pertubuhan Akitek Malaysia (PAM) with further amplification and/or amendments to the clauses as
bounded in the Main Contract Documents.

No extension of time shall be entertained due to the local authorities' restriction on working beyond
the normal working hours

13. SITE CLEANLINESS & OPEN BURNING

13.1 The Sub-Contractor will have to ensure and at his own cost that the materials delivered to site
are properly stacked and protected at approved location. The storage materials must not
obstruct access, not only for human traffic but also for vehicles. Similarly, the stored materials
must not pose any hazards to the works.

13.2 The Sub-Contractor is reminded that the construction debris arising from their trade activity
needs to be disposed off on a daily basis, through whatever means available at the site or to
the designated area. The Sub-Contractor workforce must ensure that the site is always
maintained clean and free of construction debris, at the workplace, at all times through proper
housekeeping.

13.3 The Sub-Contractor is reminded that no open burning is allowed at the construction site and it
is totally prohibited. All construction debris and food waste must be transported out, and shall
not be burnt to minimize the waste. Any fines or penalties imposed by the Authorities, for non-
compliance, shall be borne by the Sub-Contractor. The Sub-Contractor shall comply with the
regulations and requirement of the Department of Environment (DOE). Any fines and/or
penalties imposed by the Authorities shall be borne by the Sub-Contractor. Notwithstanding
the Terms and Conditions imposed by Jabatan Alam Sekitar or other Authorities as stated in
the Main-Contract Document, if the Sub-Contractor and/or his workmen are found exercising
open burning on site, then the Main-Contractor shall have the right to impose the following
penalties against the Sub-Contractor :-

i)	1st offence	RM1,000.00
ii)	2nd offence	RM3,000.00
	iii) 3rd offence and subsequent offences	RM5,000.00

13.4 All penalties will be charged through deduction on progress payment due to the Sub-
Contractor. Beside the above penalty, the Sub-Contractor shall be liable and responsible for
any other penalties, charges, consequences and etc. imposed by the Authorities for non-
compliance with these conditions.

Date : 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

14. OMISSION OF WORK

The Sub-Contractor shall not entitle to claim for any loss and/or expense caused by the omissions of the wholly or in part of the works by the Client. The Sub-Contract Sum shall then be adjusted in accordance to the Sub-Contract Rates due to the omission and/or variation works instructed.

15. DETERMINATION OF SUB-CONTRACT BY MAIN-CONTRACTOR

The Main Contractor reserves the right to determine the Sub-Contractor if, in his opinion, the sub-contractor has made default in any of the following respects, via :-

15.1 If without reasonable cause the sub-contractor wholly or substantially suspend the carrying out of the Sub-Contract works before completion thereof;

15.2 If the sub-contractor fails to proceed regularly and diligently with the Sub-Contract Works; and

15.3 If the sub-contractor refuses or persistently neglect after notices in writing from the Main Contractor requiring him to remove defective works and to carry out all necessary remedial work within reasonable time and by such refusal or neglect the works are materially affected.

then the Main Contractor may serve notice by registered post or recorded delivery specifying the default, and if either shall continue such default for ten (10) days after such notice or shall at anytime thereafter repeat such default (whether previously repeated or not), then the Main Contractor may, without prejudice to any other rights or remedies within five (5) days after such continuance or repetition by registered post or recorded delivery forthwith determine the sub-contractor's employment under the Sub-Contract.

16. INSURANCE

Prior to commencement of the works, the Sub-Contractor are required to submit Workmen Compensation (For Foreign Workers) Insurance and SOCSO or any necessary insurance policy to cover other risks which are not covered in the Contractor's All Risks and Workmen's Compensation (for Local Workmen) Insurance as stipulated in the Contract Documents together with the receipt for the premium paid from an approved principle insurance company with no excess clauses for all the policies submitted. The Sub-Contractor shall be fully responsible to make clear and understand all clauses and conditions of the Contractor's All Risks and Workmen's Compensation Insurance (For Local Workmen) policy purchased by Main Contractor. The Sub-Contractor if required shall at their own cost, provide additional insurance coverage to protect losses or damages to the Sub-Contractor's materials, equipment and works.

17. SITE CONDITIONS

The Sub-Contractor is not allowed to claim for any additional cost and/or extension of time arising out of any of ignorance on the existing site conditions. The Sub-Contractor shall have full knowledge of the site condition in respect of the Works and any delay the Main-Contractor's works, the Sub-Contractor shall be solely responsible for its consequential costs or time or damages.

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

18. SITE RULES, PRECAUTION & SAFETY MEASURES

18.1 The Sub-Contractor shall fully abide and comply with all the site occupational safety and health rules and regulations implemented by the Main Contractor at site as well as the environment, safety and health measures that is binding under the various Acts, Regulations, Order, Codes of Practice and Guidelines, and enforced as a mandatory requirement by different governing bodies and authorities. (As per Appendix "B")

18.2 The Sub-Contractor shall comply with all regulations required by the Construction Industry Development Board ("CIDB").

18.3 The Sub-contractor shall comply with safety and health requirements of relevant authorities particularly, the following statutory provision by the Department of Occupational Safety and

Health :-

- a) Occupational Safety and Health Act 1994;
- b) Factories and Machinery (Fencing of Machinery and Safety) Regulation 1970;
- c) Factories and Machinery (Safety, Health and Welfare) Regulation 1970;
- d) Safety and Health requirements enforced by the Employers; and
- e) All other relevant safety at works legislation and regulations.

18.4 The provision of any safety measures by the Main-Contractor shall not relieve the Sub-Contractor from the responsibility of ensuring the safety of persons around, about or in the vicinity of the site from exposure to injury. The Sub-Contractor is solely responsible for the adequacy of safety provisions throughout the Contract period.

18.5 The Sub-Contractor is responsible to ensure that all the site personnel who are at site must be equipped with all the needed personal protective equipment such as safety shoes, safety belt, vest, safety helmets and other protective equipment needed to conclude their trade.

18.6 The Sub-Contractor must ensure that all workers under their care are adequately trained in their trade, are site inducted on safety and health matters, and attend all briefings/ meetings on matters related to environmental, safety and health.

18.7 Other than meeting the mandatory regulatory requirements, the Sub-Contractor must abide to all site environmental, safety and health requirements, at all time. In the event of issuance penalty/ fine due to non-compliance, no disputes will be entertained and the decision taken

will be irrevocable

18.8 You shall comply with the requirements of The Immigration Act 1963 (Amendment 2002) and shall employ only legal workers for the execution of the Works. You shall keep a proper register at the site office with names, passport numbers and photocopy of work permits of all your foreign workers working and residing at and/or off site. The same shall also apply to those who are not employed under your payroll but whom you have granted permission to reside at and/or off site eg. Workers of your subcontractors involved with your subcontract works. The register must be updated to reflect the current status. A duplicate of the register including all updates shall be submitted to our safety officer every month or as whenever required.

19. EMPLOYEES

19.1 The Sub-Contractor is to note that all foreign workers employed for this project must have valid passport and work permit.

19.2 All local and foreign workers employed must be properly registered and reported to the Main-Contractor, prior commencement of work. Any workers found not registered shall be immediately removed from the site.

Date : 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

19. EMPLOYEES (cont'd)

19.3 The Sub-Contractor shall be responsible to comply all the relevant Acts, and regulations
pertaining to the said Acts, for employing either local and/ or foreign workers. The Sub-
Contractor shall indemnify all their workers and the Main-Contractor shall not be held
responsible for any indemnity claims whatsoever by workers and/or authority, at all time.

20. FOREMAN-IN-CHARGE, WORKMEN, MEETING & OTHER CONDITIONS

20.1 The Sub-Contractor shall provide a competent representative(s) and shall be full time on site
to attend the execution of the Sub-Contract Works and to receive instruction issued by the
Main-Contractor from time to time

20.2 Prior to carrying out the works, the Sub-Contractor shall study and plan the works according to
the programme prepared by the Main-Contractor. Should the work progress fall behind the
estimated completion or revised completion date, the Sub-Contractor shall immediately give
the reason for delay together with breakdown of period affected to the Main-Contractor. If the
Main-Contractor is not satisfied with the reason given, the Main-Contractor reserved the right
to sublet to others Sub-Contractors and/or workmen to complete and/or expedite the works. All
extra cost incurred due to the delay shall be borne by the Sub-Contractor.

20.3 The Sub-Contractor shall employ sufficient workers/labours each and every day to ensure the
progress of work shall achieve the Main-Contractor's master work programme.

20.4 The Sub-Contractor shall remove from the job site any workman (or workmen) who is
incompetent of producing satisfactory work or has misbehaved or refused to receive the Main-
Contractor's instruction from the site within 24 hours of such notice whether in written and/or
verbal.

20.5 The Director of company and/or senior management representative who is well versed with the
Sub-Contract and who can make decision on behalf of the Sub-Contractor's organization shall
participate in site meetings at least once a month, or as and when required by the Main-
Contractor's Senior Project Manager, Executive Director and/or Director. Regular site meeting
will be held at the Main Contractor site office for the purpose of monitoring and co-ordination of
the Sub-Contract works. Attendance at these meetings is compulsory

20.6 In the course of construction, if the Sub-Contractor fails to carry out or delays in the execution
of any part of the scope of works (including clearance of debris and rectification works), the
Sub-Contractor shall responsible for the consequences of the delay and the Main-Contractor
shall reserves the right to engage other Sub-Contractor or workers to complete the said works
without need to make any further reference to the Sub-Contractor and all costs incurred plus
fifteen percent (15%) attendance fee will be deducted from any monies due and/or become
due to the Sub-Contractor.

21. INDEMNITY TO MAIN-CONTRACTOR

21.1 The Sub-Contractor shall be liable for and shall indemnify the Main-Contractor against any
expenses, liability, loss, claim or proceedings whatsoever arising under any statute or at
common law in respect of personal injury to or the death of any person whomsoever arising
out of or in the course of or caused by carrying out of the Sub-Contract Works.

21.2 The Sub-Contractor shall be liable for and shall indemnify the Main-Contractor against any
expenses, liability, loss, claim or proceedings in respect of any injury arises out of or in the
course of or caused by carrying out of the Sub-Contract Works and to extent that the same is
due to any negligence, breach of statutory duty, omission or default of the Sub-Contractor or
any person for whom the Sub-Contractor are responsible.

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

21. INDEMNITY TO MAIN-CONTRACTOR (cont'd)

21.3 The Sub-Contractor shall indemnify the main Contractor against any liability which the Main Contractor may have to any person whatsoever and against any claims, demands, proceedings, damages, costs and expenses sustained, incurred or payable by the Main Contractor in respect of any defect, failure, error or inadequacy of design which the Sub-Contractor have carried out under or in connection with the Sub-Contract works.

22. PURCHASE ON BEHALF

22.1 On the written request of the Sub-Contractor, subject to the approval of the Main-Contractor, the Main-Contractor may supply materials and/or labour on behalf of the Sub-Contractor, a service fee of three percent (3%) unless otherwise stated shall be imposed for the expenses as incurred by the Main-Contractor.

22.2 The Main-Contractor disclaims any liability and duty in relation to the quality and quantity of the materials and/or labour as supplied on behalf. The Sub-Contractor shall not relieve himself the responsibility for the delay of materials delivery and quality of workmanship in which resulting the total delay of the overall progress.

23. SPECIAL CONDITIONS

23.1 Compliance to QESH Management Systems. This Management System involves a combination of ISO 9001:2008, ISO 140001:2004 and OHSAS 18001:2007 Standards.

23.2 Since the Main-Contractor will be audited under QESH Management Systems, the Sub-Contractor shall undertake full compliance with the Main-Contractor's QESH Management System at all times.

23.3 The Sub-Contractor shall solely undertake to maintain and ensure that the completed works are well protected, the workmanship meet the quality requirements and are accepted by the Consultants/ Client/ Main-Contractor and in the process, meet the QESH Management System Standards.

23.4 Final Measurement & Variation(s)

The Sub-Contractor must undertake to submit the final measurement and variations to the Main-Contractor within six (6) months from the Date of Practical Completion to enable the Main-Contractor to approve, adjust and assess the actual workdone and failing to do so shall automatically gives the Main-Contractor rights to withhold monies and/or not to make any payment to the Sub-Contractor therein.

23.5 Dispute on Final Measurement & Variation(s)

The procedure for set-off disputes on final measurement & variation(s) for Sub-Contract shall strictly complied with/and in accordance with the procedures as stated under the Main Contract Provisions.

23.6 Operational Manual(s), As-Built Drawings, Warranty & Testing Result

23.6.1 Prior two (2) month from the practical completion of the works, the Sub-Contractor must send to the Main-Contractor all the necessary documents such as operational manual (hard cover binding in 7 sets), as-built drawings (hard cover binding in 7 sets), warranty, testing result, and etc (whichever) as required under this Sub-Contract Works.

Date : 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

23. SPECIAL CONDITIONS (cont'd)

23.6.2 In the event that the operation manual, as-built drawings, warranty, testing result, and
etc (whichever) are not furnished for the issue of Certificate of Practical Completion
unless otherwise agreed by the Architect that this can be deferred to a further date,
then :

23.6.2.1 The date of Practical Completion shall be deferred of which the period of
such determent shall be equivalent to the period of delay of the submission
of the operation manual, as-built drawings, warranty, testing result, and etc
(whichever) and such delay shall not entitle the Sub-Contractor to extension
of time. The Main-Contractor may entitle to deduct such sum as a debt from
any monies due or to become due to the Sub-Contractor under this Sub-
Contract.

23.6.2.2 Main-Contractor has rights to withhold monies and/or not to make any
payment to the Sub-Contractor and/or to determine the Sub-Contract Works
whichever we may deem fit.

23.6.2.3 Sub-Contractor shall bear all the cost incurred by Main-Contractor for
extension of the Performance Bond and Insurance.

23.7 Samples

23.7.1 All samples shall be submitted to the Architect for approval before any procurement
and commencement of your works.

23.8 Materials, Plants, Equipments and Machineries Provided by Main Contractor

23.8.1 With the consent of the Main Contractor, the Sub-Contractor shall, for the sole purpose
of this Sub- Contract, be entitled to use any scaffolding and hoisting machineries
belonging to and provided by Main Contractor while it remains so erected on the site.
However, it is the Main Contractor sole discretion on the right-to-use to suit site
condition and schedule.

23.8.2 The Sub-Contractor shall make own arrangement if so are not available in order to
perform their works and shall not claim for any loss time and monetary claim from the
Main Contractor;

23.8.3 The Sub-Contractors shall take full responsibility for all materials, plants, equipments
and machineries provided by Main Contractor. The Sub-Contractor shall take
custodian of such materials, plants, equipments & machineries and shall return
immediately in its original and perfect working conditions to the Main Contractor once
not in use.

23.8.4 The Sub-Contractors shall also responsible for the maintenance, protect, store and
handle with care of the on loan items.

23.8.5 Failing which, Main Contractor shall, notwithstanding anything in the Sub-Contract to
the contrary, be entitled to deduct from or set off against any monies due to the Sub-
Contractor to repair and/or recover full cost for the materials, plants, equipments and
machineries loss or damaged.

23.8.6 Main contractor reserve the right to repossess, replace and/or exchange of any loan
materials, plants, equipments and machineries from Sub-Contractors as and when
require.

Date : 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

24. WATER AND POWER CONSUMPTION

Water and electricity supply for the works found on site as is where is shall be provided by the Main Contractor on site. The sub-contractor shall make necessary arrangements to tap off from the Main Contractor's source of supply to his areas of work (including testing and commissioning) at his own cost with the permission and consent from the Main Contractor.

25. CLEARING UP AND CLEANING UPON COMPLETION

The Sub-Contractor shall periodically clear all debris, rubbish or any unwanted materials arising from and of the areas of work to a designated area as directed by the MC inclusive of carting away from the site at your own cost. In the event that you fail to do so as and when instructed by the MC, the MC reserves the right to clear all debris, rubbish and unwanted materials as well as cleaning up the dirtied floor and wall all arising from and of the areas of the Sub-contract work on behalf of you and all costs and expenses incurred therein will be chargeable to you.

26. STAMP DUTIES

The proper stamp duty on the Sub-contract shall be borne and paid directly by the sub-contractor. The sub-contractor shall be responsible for checking with the Stamp Duty Office and comply with the Stamp Act 1949 (Act 378) or any revision thereof on the proper stamp duty applicable.

27. NOTICES

Each and every communication under this Agreement shall be made in writing. Each communication or document to be delivered to either party hereto shall be sent to that party at the email or address and marked for the attention of the person (if any), from time to time designated by that party for the purpose of this Agreement. The initial addresses and facsimile numbers of the parties hereto are:

Main Contractor:	UM Land Builders Sdn. Bhd. Emailed: Ischin@umland.com.my Attention: Mr. Chin Loo Sin
Sub Contractor :	25 Design & Construction Sdn Bhd Emailed: twentyfivedesignstudio@gmail.com Attention: En. Rashid

A demand, notice or other communication made or given by one party to another party in Supply Labour and Material for External Plastering at Podium accordance with this Clause shall be effected and deemed to be duly served:

- (a) if it is delivered by hand at the address required by this Clause and duly acknowledged receipt by the party receiving the notice; or
- (b) if it is sent by prepaid registered post, three (3) Business Days after it is posted; or
- (c) if it is sent by facsimile, on the day of successful fax transmission.

Date : 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

27. NOTICES (cont'd)

In proving such service, it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid registered post or that the facsimile confirmation note indicates the transmission was successful.

You are required to submit a list of authorised signatories as per Attached Format under Appendix "C" together with your acceptance of this letter.

This letter is sent to you in duplicate. Kindly confirm receipt and your acceptance to the aforesaid Sub-Contract Works by signing as provided below and return the original copy to us within seven (7) days from the date hereof failing which this Letter of Award shall be treated as null and void thereafter. Please return one copy to our office for our contract documentation purposes and retain one copy for your own

record.

Thank you.

Yours faithfully

UM LAND BUILDERS SDN BHD

Mazufi Bin Abdul Mutalib
Chief Operating Officer (COO)

MAB/clshin/aza/zu

Our Ref .: UMLB/UMCITY/LA/25CSD/22-051

Date : 11th August 2022

LETTER OF AWARD FOR SUPPLY MATERIAL AND LABOUR FOR REMAINING INTERIOR FITTING
OUT WORKS FOR GUEST ROOM & TYPICAL CORRIDOR AT TOWER D (OZO)

I/We the undersigned, hereby acknowledge receipt of the above letter, a copy of which has been retained
and confirmed that all conditions stated in this letter are accepted and agreed.

C

25 DESIGN & CONSTRUCTION SDN BHD

Name: ABDUL RASHID BIN TURUT

Name: NURSHAKIRINN BINTI IDRIS

In the Capacity of: MANAGING DIRECTOR

In the Capacity of: INTERIOR DESIGNER

I.C. No: 830901-01-5561

I.C. No: 930225-01-5854

Date: 11/08/2022

Date: 11/08/2022

25 DESIGN & CONSTRUCTION SDN. BHD.

Company Stamp: