

Date: _____

("Owner")

and

("Contractor")

SMALL-SCALE BUILDING CONTRACT

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This Agreement is made on _____ between:

_____ (NRIC/Passport No.: _____) of _____ ("the Owner");

and

_____ (NRIC/Passport No.: _____) of _____ ("the Contractor").

The Owner and the Contractor are each referred to as "a Party" and jointly, as "Parties".

1 RECITALS

(A) The Contractor is in the _____ of _____ and has the _____ expertise to _____ out the Work (as defined herein) as _____ in Schedule 1 of this _____.

(B) The Owner _____ to _____ the Contractor and the _____ accepts the _____ for the provision and _____ of the Work (as _____ herein) at the Site (as defined herein) upon the _____ and _____ of this _____.

2 DEFINITIONS

In this Agreement the following defined terms shall apply:

Agreement	means this _____ and all the attachment, _____ and annexures (as applicable) _____ shall form an _____ part of this _____, and any _____ which _____ or are _____ to this _____.
Business Day	means any _____ that is not a _____, Sunday or _____ holiday in a _____ of _____ in _____ the Site is _____.
Commencement Date	means _____.
Completion Date	means, _____, being the _____ and agreed _____ of the Work or _____ other date as may _____ agreed in _____ with Clause 5 (_____ /Changes) to _____.
Liability Period	means a _____ of _____ upon the _____ of the Certificate of _____ and _____ for the Work _____ by the Contractor.
Materials	means the _____ used by the _____ for the Works.
Contract	means _____ of Ringgit Malaysia _____ of tax or such _____ amount or other amount as may be _____ by the _____ and the Contractor in _____ with the _____ of this _____.
Plans	_____ the building _____ attached in Schedule 2 of this _____.
Site	means the site located at _____.

Specifications means the [redacted] set out in Schedule 1 to this [redacted] of i) the [redacted] be carried out by the [redacted] at the Site and ii) the [redacted], where [redacted] to be [redacted] the Work.

Tax means any [redacted] of taxation as [redacted] which [redacted] by the [redacted] of Malaysia from [redacted]

Work means the [redacted] specified in the [redacted] the [redacted] as [redacted] in Schedule 2 of this [redacted] and such [redacted] work as [redacted] be agreed [redacted] the [redacted] and the [redacted] in accordance with the [redacted] this Agreement.

Work Schedule means the [redacted] of work and [redacted] as [redacted] in Schedule 3 of this [redacted]

3 AGREEMENT

- 3.1 The [redacted] has [redacted] to award the [redacted] to the [redacted] and the [redacted] has [redacted] to accept [redacted] perform the [redacted] at the Site [redacted] to the [redacted] and [redacted] set out in this Agreement.
- 3.2 In [redacted] of the [redacted] carried [redacted] by the [redacted] in [redacted] with this [redacted], the [redacted] Owner [redacted] to pay the [redacted] the sum [redacted] out in Clause 4 of this [redacted] to the [redacted] terms and [redacted] set out [redacted]
- 3.3 The [redacted] shall [redacted] out the [redacted] in [redacted] with this Agreement to a [redacted] suitable for immediate [redacted] and/or use [redacted] by the [redacted] and as required by law.
- 3.4 [redacted] shall [redacted] on the [redacted] Date.

4 CONTRACT AMOUNT

- The Contract Amount [redacted] to the Contractor for the [redacted] is Ringgit Malaysia [redacted] which shall [redacted] but not [redacted] to the [redacted] f the [redacted] of [redacted] for all the [redacted] and requisite [redacted] for the [redacted] from the [redacted] local [redacted]
- The [redacted] Amount [redacted] of the [redacted] price and [redacted] fees (if any) of all [redacted]
- 4.3 The Contract [redacted] shall not be [redacted] without [redacted] approval of the [redacted]
- 4.4 Subject to the [redacted] and conditions of this [redacted], the Contract [redacted] shall be [redacted] by the [redacted] to the [redacted] in accordance with the following [redacted] schedule:

<u>No.</u>	<u>Payment Milestone</u>	<u>Percentage of Contract Amount</u>	<u>Amount Payable (RM)</u>
1	[redacted]	[redacted]	[redacted]
2	[redacted]	[redacted]	[redacted]
Total		[redacted]	[redacted]

- 4.5 The [redacted] shall issue [redacted] for each [redacted] milestone [redacted] the [redacted] of the Work in [redacted] that particular [redacted]. The Owner [redacted] pay each [redacted] within [redacted] after [redacted] such invoice [redacted] with all [redacted] documents for the [redacted] completed from the [redacted], subject to [redacted] satisfactory [redacted] of the Work [redacted] in [redacted].

- 4.6 The [redacted] shall be [redacted] for [redacted] disbursements [redacted] out the [redacted] that such additional [redacted] are incurred with [redacted] of the [redacted].
- If any [redacted] or [redacted] of [redacted] of an [redacted] rendered by the [redacted] is [redacted] or [redacted] to [redacted] by the [redacted] or the [redacted] of the [redacted] is not up to the [redacted] of the Owner, the Owner [redacted] payment [redacted] of the [redacted] amount and [redacted] the [redacted] at its own [redacted] and [redacted], to [redacted] the [redacted] up to the [redacted] of the [redacted].
- 4.8 If, in the [redacted] of the [redacted], the [redacted] is in [redacted] of this [redacted], the [redacted] shall be [redacted] to [redacted] any [redacted] or part [redacted] that [redacted] be [redacted] or [redacted] to the [redacted] without [redacted] to any [redacted] or [redacted] that [redacted] to the [redacted] and to the [redacted] in [redacted] force of [redacted] Agreement [redacted] by the [redacted].

5 ALTERATIONS OR CHANGES TO WORK

- 5.1 The Owner shall [redacted] the [redacted] of any [redacted] that the [redacted] wants to the [redacted], or if the [redacted] wishes to [redacted] some part of the [redacted].
- 5.2 When [redacted] by the [redacted] of any [redacted] to the [redacted], the Work [redacted] Schedule [redacted] the [redacted] Date, the [redacted] shall [redacted] the [redacted] with [redacted] of any [redacted] will be [redacted] as a [redacted] of such change.
- 5.3 If the [redacted] should [redacted] the Contract Amount [redacted] by [redacted] the [redacted] of [redacted] or whether [redacted] the cost of any [redacted], then a [redacted] sum shall [redacted] be [redacted] from the [redacted].
- 5.4 The Contractor may also [redacted] a [redacted] to [redacted] and [redacted] the Owner full [redacted] of [redacted] for such [redacted] and [redacted] change in the [redacted].
- 5.5 Any change to the [redacted] the Work [redacted] Schedule and [redacted] Completion Date shall be agreed [redacted] between [redacted] and shall be [redacted] in [redacted] and [redacted] by both [redacted].

6 OWNER'S OBLIGATIONS

- 6.1 The [redacted] allow the [redacted] the Site to [redacted] out the [redacted] in [redacted] with [redacted] Work [redacted] Schedule.
- 6.2 The [redacted] shall pay the [redacted] on a [redacted] subject to the [redacted] of [redacted] this [redacted].

7 THE SITE

- 7.1 The Contractor will:
- [redacted] take [redacted] to prevent [redacted] entering the [redacted] at any [redacted] when it is [redacted] for the [redacted] of the [redacted] out;
- 7.1.2 [redacted] put [redacted] tools, [redacted] and [redacted] at the end of [redacted] day and [redacted] of [redacted];
- 7.1.3 [redacted] the [redacted] and [redacted] with any [redacted] protection and [redacted] as [redacted] and [redacted] such [redacted] is safe and [redacted];
- 7.1.4 [redacted] in a [redacted] condition on [redacted] of the [redacted];
- 7.1.5 [redacted] sufficient [redacted] notice and [redacted] all necessary [redacted] measures [redacted] the Site [redacted] to [redacted] safety at the [redacted];
- 7.1.6 [redacted] that its [redacted] are properly [redacted] or [redacted] valid work [redacted] to [redacted] in [redacted] Malaysia.

8 MANAGEMENT OF THE WORK

- 8.1 The [redacted] shall [redacted] a [redacted] to be the [redacted] representative to [redacted], [redacted] and [redacted] the overall [redacted] and the [redacted] and [redacted] of the [redacted] at the [redacted] at all [redacted] times.
- 8.2 The [redacted] will remain [redacted] responsible for [redacted] aspect of the Work [redacted] has [redacted] or [redacted] to a [redacted].

- 8.3 The [redacted] must [redacted] and obtain [redacted] instructions [redacted] the Owner as [redacted] as [redacted] practicable, [redacted] that the [redacted] :
- 8.3.1 [redacted] relate to [redacted] ;
- 8.3.2 [redacted] and [redacted] for the [redacted] of carrying [redacted] the Work [redacted]
- 8.3.3 [redacted] do not constitute [redacted] to [redacted] .

9 COMPLETION OF WORK

- 9.1 The [redacted] perform and [redacted] the Work by the [redacted] and in [redacted] with the Work [redacted] Schedule.
- 9.2 [redacted] shall [redacted], the [redacted] by a [redacted] number of days in [redacted] event the [redacted] of the [redacted] shall be [redacted] by any matter [redacted] is the [redacted] of the [redacted]. It is [redacted] that the [redacted], [redacted] or [redacted] for the [redacted] shall not [redacted] as [redacted] the [redacted] of the [redacted]
- 9.3 Any [redacted] and materials [redacted] for [redacted] not [redacted] in the [redacted] shall be [redacted] by the [redacted] and Contract [redacted] shall [redacted] by an amount [redacted] to the [redacted] of those utilized [redacted] and [redacted]
- 9.4 If the Contractor [redacted] not [redacted] the [redacted] by the Completion [redacted], the [redacted] shall pay or [redacted] allow Owner [redacted] from the [redacted] either [redacted] this [redacted] or as a debt, liquidated [redacted] at the [redacted] rate of [redacted] from the [redacted] Date until the [redacted] date of [redacted] of the [redacted] subject to a [redacted] cap of [redacted] The [redacted] agree that [redacted] sum represents a [redacted] pre-estimate of the [redacted] losses [redacted] the [redacted] delay [redacted] the [redacted]

10 QUALITY OF WORKMANSHIP AND GOODS

- 10.1 The Contractor shall [redacted]
- 10.1.1 [redacted] out the [redacted] in [redacted] and [redacted] manners [redacted] with the [redacted]
- 10.1.2 use [redacted] of [redacted] quality and [redacted] for the [redacted]
- 10.1.3 [redacted] good, at the [redacted] own cost, any [redacted] in the [redacted] or workmanship which the [redacted] notifies to the [redacted] in writing within [redacted] give to the [redacted] any warranties [redacted] by the [redacted] of any [redacted]

11 OTHER OBLIGATIONS OF CONTRACTOR

- 11.1 The Contractor shall:
- 11.1.1 [redacted] and cause its [redacted] to comply, with all [redacted] laws [redacted] good [redacted] and [redacted] in the [redacted] and [redacted] of the [redacted]
- [redacted] all [redacted] that are [redacted] to the local [redacted] in accordance [redacted] any [redacted] or [redacted] to the [redacted] if such [redacted] not [redacted] given by the [redacted]
- 11.1.3 take all [redacted] precautions to [redacted] causing any [redacted] to works, [redacted], and property [redacted] to or in the [redacted] of the [redacted] at the [redacted] and be [redacted] for making [redacted] at its own [redacted] any such [redacted] to the [redacted], of the Site or [redacted] to the [redacted] which is [redacted] by [redacted] from [redacted] act or [redacted] on the [redacted] of the [redacted], his [redacted] and [redacted]
- 11.1.3.1 take [redacted] steps to:
- 11.1.3.1.1 prevent or [redacted] health and [redacted] risks to the [redacted] any [redacted] persons [redacted] out [redacted] at the [redacted] and any [redacted] to the [redacted]
- 11.1.3.1.2 [redacted] any [redacted], pollution or [redacted] effects of the [redacted]

12 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 12.1 The Contractor and to the as follows:
- 12.1.1 it is a , it is a entity duly and existing the laws;
- 12.1.2 it has the , power and to into and its this
- 12.1.3 it the to the Work this ;
- 12.1.4 the into and of its under this will not any ;
- 12.1.5 all consents for the into and of its obligations this have been ;
- 12.1.6 its this Agreement are , and ; and
- 12.1.7 as at date of this it is not in any , or other for , and to its there are no or other for it and for .

13 INDEMNITY AND INSURANCE

- 13.1 Unless agreed in with the Owner, the shall the and take out and adequate against losses from:
- 13.1.1 personal or death related to the out of the by the and its
- 13.1.2 to the and/or directly to the out of the Work by the ; and
- 13.1.3 failure of the , the or , to design any works, the design of , has been to the Contractor.
- 13.2 The amount under the insurance policy for the as stated above shall be for a sum of Ringgit Malaysia for one claim from one event.
- 13.3 If the fails, on , to satisfactory of such the Contractor's to payment this shall until evidence is .

14 TERMINATION FOR BREACH

- 14.1 If the fails to make any under this after payment has and payable, the shall give a to the requesting the to the within from the of the written and if the to fail to the payment the prescribed , the shall be entitled to this by giving a notice to the of the default .
- 14.2 Any shall be to this effect by a to the Party upon the of any of following :
- 14.2.1 any being bankrupt or a or with creditors or a winding-up or a for an order against it or a receiver, , or liquidator or on the of any other of rise to of a ;
- 14.2.2 in the that the any is in breach of of its under this and such remains for a period of) days.
- 14.3 Upon of this :
- 14.3.1 the shall take all steps to the of the at the Site in an orderly but with reasonable and ;
- 14.3.2 the rights or of the shall not or affected;

14.3.3 [redacted] to any disputed [redacted], the Owner shall [redacted] the [redacted] the fees for [redacted] the [redacted] in [redacted] with this [redacted] for the [redacted] performed the [redacted] in [redacted] with the [redacted] of this [redacted] up to the date of [redacted] and if [redacted], as a pro-rate [redacted] for the [redacted] of Work [redacted] by the [redacted] up to [redacted] date, [redacted] with [redacted] expenses [redacted] and [redacted] by the [redacted] up to the [redacted] of [redacted] that have been [redacted] by the Owner. [redacted], the [redacted] shall be [redacted] to [redacted] a new [redacted] at its [redacted].

15 NOTICES AND CONTACT DETAILS

15.1 Any [redacted] to any of the [redacted] under or in [redacted] with this [redacted] shall be [redacted] by hand, registered [redacted] at the [redacted] Party's [redacted] for [redacted] set out in this [redacted].

15.2 Where a [redacted] is given by [redacted] mail it shall be [redacted] to have been [redacted] on the [redacted] the letter is [redacted] for by [redacted]. Where the [redacted] is [redacted] by hand, [redacted] will be the day on which the [redacted] is actually [redacted].

15.3 The Contractor's contact [redacted] are as follows:

Address : [redacted]

Telephone : [redacted]

15.4 The Owner's contact details are as follows:

Address : [redacted]

Telephone : [redacted]

16 DISPUTES

16.1 The [redacted] shall try [redacted] settle any [redacted] or [redacted] from this [redacted]. In the event [redacted] the [redacted] are [redacted] to do so, the [redacted] courts shall [redacted] to resolve the [redacted].

17 APPLICABLE LAW

17.1 This [redacted] will be [redacted] by [redacted] in [redacted] with the [redacted] of Malaysia.

18 MISCELLANEOUS

18.1 The Contractor is an [redacted] and not [redacted] or worker of the [redacted].

18.2 [redacted] in this [redacted] will create the [redacted] of [redacted] and [redacted] or of [redacted] and agent [redacted] the [redacted] and the [redacted].

18.3 A [redacted] not have the [redacted] or power to [redacted] the other Party on [redacted] matter, or [redacted] any [redacted] on [redacted] of or [redacted] the credit of the [redacted] Party, [redacted] the prior written [redacted] of other [redacted].

18.4 This [redacted] is the entire [redacted] between the [redacted] in [redacted] of its [redacted] matter and all [redacted], letters, [redacted] oral [redacted] or (or implied) with [redacted] to its subject [redacted].

18.5 The [redacted] shall [redacted] all [redacted] received [redacted] each [redacted] and [redacted] not [redacted] any part of the [redacted] to third [redacted] except to the [redacted] to which it is [redacted] for the [redacted] of the [redacted]. This [redacted] shall [redacted] the [redacted] of this [redacted].

18.6 Any [redacted] of [redacted] of this [redacted] shall be by [redacted] consent of [redacted] Parties, in [redacted] and [redacted] by both the [redacted].

18.7 [redacted] time, [redacted] or period [redacted] in any [redacted] of [redacted] shall be of the [redacted].

- 18.8 If [redacted] term in this [redacted] shall [redacted] held to be illegal, [redacted] or [redacted] in [redacted] or in part, any Law, [redacted] or [redacted] of [redacted], such term or [redacted] shall to that [redacted] be [redacted] not to part of this [redacted] but the [redacted], validity [redacted] of the [redacted] of this [redacted] shall not be [redacted]
- 18.9 [redacted] of any [redacted] of this [redacted] or of [redacted] right, [redacted] authority, [redacted] or [redacted] arising a [redacted] of or [redacted] under [redacted] Agreement, [redacted] be in [redacted] and [redacted] by the Party the [redacted]
- No [redacted] on the [redacted] of a Party to [redacted], and no [redacted] on its part in [redacted] any [redacted] or [redacted] under this [redacted] shall [redacted] as a waiver [redacted], nor will any [redacted] or partial exercise of [redacted] right or [redacted] preclude [redacted] other or further [redacted] thereof or [redacted] of [redacted] right or [redacted]
- 18.11 The [redacted] and remedies [redacted] in this [redacted] are [redacted] and not [redacted] of any rights or remedies [redacted] by law.
- 18.12 Each of the [redacted] will bear its [redacted] and expenses, [redacted] any [redacted] fees, [redacted] in [redacted] with [redacted]
- 18.13 [redacted] duty of this [redacted] together [redacted] any [redacted] payable [redacted] paid by the [redacted]
- 18.14 This [redacted] shall be binding [redacted] the successors-in-title, the [redacted], personal [redacted] and [redacted] assigns of the [redacted]

[the rest of the page is intentionally left blank]

Signed by the Parties on the date stated above.

SIGNED by the Owner)

NRIC/Passport No.:)

in the presence of:-)

Witness

Name:

NRIC/Passport No.:

Name:

NRIC/Passport No.:

SIGNED by the Contractor)

(NRIC/Passport No.:)

in the presence of:-)

Witness

Name:

NRIC/Passport No.:

Name:

NRIC/Passport No

Schedule 1

Specifications of the Work

Item

Description

1

[Redacted description for item 1]

2

[Redacted description for item 2]

Schedule 2

Plans

Schedule 3

Work Completion Schedule

<u>Milestones</u>	<u>Stage of Work to be Completed/Deliverables</u>	<u>Due Date of Deliverable</u>
1		
2		