**CONTRACT**

**BETWEEN**

**UNIVERSITI PUTRA MALAYSIA (UPM)**

**AND**

**…………………………**

**(COMPANY NO. : ……………..)**

**FOR**

**“PENYEWAAN …………………..**

**UNIVERSITI PUTRA MALAYSIA (UPM),**

**SERDANG, SELANGOR DARUL EHSAN”**

**(NO. RUJUKAN SEBUTHARGA :……………… )**

**PART A - FORM OF CONTRACT**

**FORM OF CONTRACT**

This Contract is made on the ……………… day of …………………20…. between **UNIVERSITI PUTRA MALAYSIA** a University established under the Universities and University Colleges Act 1971 and having its registered address at **Universiti Putra Malaysia , 43400 UPM Sedang, Selangor Darul Ehsan** (hereinafter referred to as “UPM”), of the one part, and …………………………….**(COMPANY NUMBER :……………..)** a company incorporated in Malaysia under the Companies Act, 1965, and having its registered office at……………………………………………….. (hereinafter referred to as “the Contractor”) of the other part.

**WHEREAS**

1. UPM is desirous of establishing a contract agreement for **“Penyewaan Kenderaan ……………….. Di Universiti Putra Malaysia, Serdang, Selangor Darul Ehsan (No. Rujukan Sebutharga :…………….. )”** (hereafter referred to as the said “Services”).
2. The Contractor has offered to undertake and provide the said Services.
3. The Contractor warrants that it has the resources, experience, expertise and knowledge required for the Services and is willing and able to provide, perform and complete the Services in accordance with the terms and conditions of this Contract.
4. UPM is desirous in appointing the contractor to undertake and provide the Services as more particularly described in Part C hereof subject to the terms and conditions in this Contract or to be inferred from this Contract.

**NOW IT IS HEREBY AGREED** as follows:-

1. The following documents shall together constitute the Contract between the parties :-
2. Form of Contract
3. General Conditions of Contract
4. Scope of Services and Schedule of Prices

In the event of any inconsistencies between the provisions of the Contract, the provision set in this Form of Contract and General Conditions of Contract shall prevail.

1. In accordance with the Conditions of the Contract, the Contractor hereby covenants with UPM to execute the Services for the non-escalating all inclusive schedule of prices based on the job performed on the instruction by UPM.
2. The Contractor shall ensure that its employees will perform the Services to the highest professional standard and while so engaged be of good behavior and comply with all statutory provisions and requirements whether in effecting the Services or the executing thereof or otherwise.
3. The Contract shall be effective as of the date specified in the Letter of Award and shall expire one (1) year thereafter.
4. This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations and agreements related to the services. Amendments to the contract shall only be binding if evidenced in writing and signed for and on behalf of or by the Contractor and/or UPM.

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

Signed for and on behalf of

**UNIVERSITI PUTRA MALAYSIA:**

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name | : |  |
| Designation | : |  |
| NRIC No. | : |  |

In the presence of

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name | : |  |
| Designation | : |  |
| NRIC No. | : |  |

Signed for and on behalf of

……………………………… (Company Number **: ……………..** )

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name | : |  |
| Designation | : |  |
| NRIC No. | : |  |

In the presence of

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name | : |  |
| Designation | : |  |
| NRIC No. | : |  |

1. **- END OF PART A -**

**PART B - GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CONTENTS**

**1.0 DEFINITIONS AND INTERPRETATIONS**

**2.0 ASSIGNMENT**

**3.0 SUB-CONTRACTING**

**4.0 SCOPE OF CONTRACT**

**5.0 CONTRACT DOCUMENTS**

**6.0 CORRECTNESS OF TENDER AND CLAIMS ARISING OUT OF UNFORESEEN EVENTUALITIES**

**7.0 PROVISION OF SERVICES**

**8.0 TIME SCHEDULE**

**9.0 DAMAGE**

**10.0 UNDUE RISK**

**11.0 UPM’ RIGHT WHEN SERVICES ARE NOT PROVIDED OR PROVIDED UNSATISFACTORILY**

**12.0 INSURANCE**

**13.0 PAYMENT**

**14.0 ADDITIONAL SERVICE**

**15.0 WORKERS OF GOOD CHARACTER AND TO FOLLOW SECURITY PROCEDURES**

**16.0 ADVERTISING**

**17.0 CHANGES IN SPECIFICATIONS**

**18.0 LIABILITY AND INDEMNITY**

**19.0 TAXES**

**20.0 NOTICE**

**21.0 NO WAIVER**

**22.0 FORCE MAJEURE**

**23.0 SECRECY**

**24.0 NON EXCLUSIVE CONTRACT**

**25.0 FAILURE BY CONTRACTOR TO COMPLY WITH UPM OFFICER’S INSTRUCTIONS**

**26.0 DETERMINATION OF CONTRACTOR’S EMPLOYMENT**

**27.0 UPM INSPECTION**

**28.0 RELATIONSHIP OF THE PARTIES**

**29.0 SUCCESSORS**

**30.0 STAMP DUTY**

**31.0 TIME**

**32.0 EFFECT OF HEADING**

**33.0 SAFETY AND SECURITY**

**34.0 HSE MANAGEMENT PLAN**

**35.0 TERMINATION**

**36.0 VARIATION AND AMENDMENT**

**37.0 INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

**38.0 INTEGRITY**

**39.0 ENVIRONMENTAL LAW**

**40.0 EQUALITY, NON-DISCRIMINATION AND HUMAN RIGHTS**

**1.0 DEFINITIONS AND INTERPRETATIONS**

The words used herein shall have the following meaning and the same meaning as assigned elsewhere in Contract and vice versa:-

1.1 “UPM” means Universiti Putra Malaysia (UPM) and shall include UPM’ successors and permitted assigns. In this Contract, it involves “Pejabat Bendahari UPM”.

1.2 “Contractor” means the person or persons, firm or company whose tender has been accepted by UPM and includes the Contractor’s successors and permitted assigns.

1.3 “Contract” has the meaning assigned to it in Clause 1 of the Form of Contract.

1.4 “Contract Period” means the period of …… (…..) year commencing from the date specified in the Letter of Award.

1.5 “Contract Price” means the Fixed Non-Escalating All Inclusive Monthly Lump Sum Price which is inclusive of Goods and Services Tax payable by UPM to the Contractor for Services performed subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.

1.6 “Normal working hours” shall mean the hours from 08.00 am to 06.00 pm on Monday to Friday and 08.00am to 01.00 pm on Saturday.

(Will refer and confirm with UPM)

1.7 “Contract Rates” means the price payable by UPM to the Contractor which is inclusive of Goods and Services Tax for the Services performed during the Contract Period.

1.8 Words importing the singular only also include the plural and vice-versa save where the contract requires otherwise. Words importing the masculine shall also denote the feminine.

**2.0 ASSIGNMENT**

The Contractor shall not assign this contract or any part thereof, or any benefit or interest therein or thereunder, without the prior written consent of UPM.

**3.0 SUB-CONTRACTING**

The Contractor shall not sub-contract the whole or part of the Services without the prior written consent of UPM, and such consent if given shall not relieve the Contractor from any liability, for the acts, defaults and neglects by any sub-contractor, its agents, servants or workmen.

The Contractor shall be liable as fully as if the acts, defaults and neglects of the sub-contractors, its agents, servants or workmen were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

**4.0 SCOPE OF CONTRACT**

The scopes of this Contract are as follows:-

4.1 The services as more particularly described in the Scope and Schedule of Services (Part C)

4.2 The provision of adequate number and quantities of:-

4.2.1 Insurance

4.2.2 Vehicles and accessories

4.3 Other services that shall be instructed by UPM in accordance with the Contract.

**5.0 CONTRACT DOCUMENTS**

In the event of any discrepancy between the documents forming the Contract, the Form of Contract and this General Conditions of Contract shall take precedence.

**6.0 CORRECTNESS OF TENDER AND CLAIMS ARISING OUT OF UNFORESEEN EVENTUALITIES**

The Contractor shall be deemed to have satisfied himself fully before tendering as to the correctness and sufficiency of his tender for the Services and of the quotes stated in the Schedule of Prices (Part C) which shall be inclusive of all duties, taxes and insurance and shall cover all his obligations under the Contract and all matters and things necessary for the Provision of the Services.

**7.0 PROVISION OF SERVICES**

The Contractor shall upon the issuance of the Letter of Award by UPM, at the price stipulated in the Schedule of Prices (Part C) provides the Services as per Scope of Services (Part C), commencing on the date specified in the Letter of Award.

**8.0 TIME SCHEDULE**

Contractor shall perform the Services during UPM normal working hours as defined herein or during non-working hours when the circumstances warrant such Services to be performed.

**9.0 DAMAGE**

The Contractor shall be responsible for all persons employed for the Services and shall take all necessary precautions to prevent damage and nuisance of any kind, at the Site during the Contract Period and shall indemnify UPM against all losses and claims arising there from.

**10.0 UNDUE RISK**

Contractor, his workers or agents shall not be required to tender the Services at the Site where the state of the Site or of any adjacent premises or any other relevant circumstances such that, in the opinion of Contractor, shall subject the workers or agents of Contractors to undue risk of accident.

**11.0 UPM’ RIGHT WHEN SERVICES ARE NOT PROVIDED OR PROVIDED UNSATISFACTORILY**

If the Contractor fails to provide the Services, or the Services provided are deemed to be unsatisfactory according to UPM, UPM may terminate the contract by giving **three (3) months** notice.

**12.0 INSURANCE**

The Contractor shall take up at his own expenses, procure and maintain in force the following insurances with insurers, satisfactory to UPM. Nothing contained herein shall serve in any way to limit or waive Contractor’s responsibility or liability under this Contract except as otherwise provided elsewhere herein. Contractor shall cause UPM to be included as additional insured and covered by the following insurances and shall cause the under writers thereof to waive any and all liens and rights of subrogation against UPM, and its contractors and their respective agents, servants and employees.

12.1 **Motor Vehicle Liability Insurance** for owned, non-owned and hired units covering the use of such vehicles in accordance with the Road Transport Act;

12.2 **Personal Accident Insurance (PAI)**can be arranged at a special rate of:

12.2.1 5 Seaters - RM80.00 annually; AND

12.2.2 7 Seaters - RM100.00 annually

which provides coverage up to RM10,000.00 in the event of death or permanent disability, including medical expenses of up to RM2,000.00 per person per accident based on a maximum seating capacity of the respective car.

**13.0 PAYMENT**

13.1 At the end of the service (Monthly basis) Contractor shall invoice UPM for Services satisfactorily performed including any additional service performed. The price will be based on the Schedule of Prices. The prices quoted in the Schedule of Prices shall be inclusive of all taxes and duties, cost of full time or casual workers, labour, insurances, overtime payment for workers, transport, machinery, material, chemicals, cleaning agent, equipment and other related charges necessary. The Contractor shall not increase the Contract Price or the unit price of any item herein during the Contract Period.

13.2 In the event UPM disputes any invoice or any items in an invoice, UPM shall notify the Contractor by telephone and subsequently to put the dispute in writing immediately (via Electronic Mail or Fax). Payment in respect of disputed invoice or any item of invoice shall be withheld until settlement of the dispute. UPM shall pay only the undisputed invoice or items of an invoice.

13.3 UPM reserves the right to set-off any amount so owing by the Contractor to UPM from the amount payable to the Contractor in accordance to the Contractor’s invoices.

13.4 The original invoice together with a copy of Service Acceptance Form shall be sent to;

……………………………

Universiti Putra Malaysia,

43400 Serdang, Selangor Darul Ehsan.

13.5 The Final Invoice shall include all the details as below;

Attention : ……………………………….

Department : ……………………………….

Telephone : 03 - 8946 ………..

Ref. No : ………………

13.6 Additional Instruction for the Invoice;

13.6.1 All invoices must be printed on A4 size paper, single sided only;

13.6.2 For multi pages invoice, ensure total payable is on the front page of the invoice;

13.6.3 Do not staple invoice and its supporting documents (use rubber band instead);

13.6.4 If several invoices are to be submitted at the same time, please ensure that on A4 size blank paper (as separator) is in between invoice with related supporting documents;

13.6.5 Handwritten invoices will not be entertained.

**14.0 ADDITIONAL SERVICE**

UPM may at any time during the term of this Contract order any additional service to be done by giving the Contractor notice thereof. The said additional service shall be valued based on the Schedule ofPrice contained herein. Upon agreement on the value of the additional service, the Contractor shall proceed to execute the said service in accordance with the agreed Scope and Schedule and in accordance with the standards contained herein.

**15.0 WORKERS OF GOOD CHARACTER AND TO FOLLOW SECURITY PROCEDURES**

15.1 The Contractor shall ensure that every worker employed by him, is of good character, holds no criminal record and shall follow the security procedures. If, in the sole opinion UPM, any person employed by the Contractor misconducts himself or has caused delays or is incompetent, the Contractor when so directed by UPM in writing shall at once remove such person from the Services and he shall not again be employed on the Services without the written permission of UPM. Any person so removed from the Services shall be replaced with another, within the period specified by UPM.

15.2 UPM shall have the right to conduct a search (if necessary) on the Contractor’s workers, including body search and search on his/her property, when necessary.

15.3 The contractor shall ensure that worker is honest, not disturb, move and read any documents which may be in the room or on the office table and tray.

**16.0 ADVERTISING**

No advertisement regarding this Contract shall be published or released in any newspapers, magazine or any other media of advertising without the prior written consent of UPM.

**17.0 CHANGES IN SPECIFICATIONS**

UPM reserves the right to change the specification contained in the Scope of Services (Part C) and the Services required shall follow the change specified from the date specified by UPM.

**18.0 LIABILITY AND INDEMNITY**

18.1 The Contractor shall at all time be fully liable for and shall indemnify and hold UPM, its directors, officers and employees, and any of its subsidiaries or related companies harmless from any and all losses, damages, actions, claims and/or demands arising from or in connection with injury or death to any person including the Contractor’s employees or damage to or loss of property or other claims, including third party claims, arising out of the performance of the Services, under this Contract which is caused by the negligence or misconduct of the Contractor or its employees.

18.2 In no event shall UPM be liable to the Contractor for any indirect, incidental, consequential or special damages (including without limitation to loss of revenue or anticipated profits) resulting from the performance of the Services under this Contract.

18.3 The Contractor shall hold safe and harmless and hereby indemnify UPM from and against all claims and proceedings in respect of the ownership of the Goods.

18.4 The indemnities given by the Contractor under this Clause 22 hereof shall not be defeated or reduced by reason of any acts, negligence or omission of UPM or its subsidiaries or related companies or its or their employees or agents.

**19.0 TAXES**

19.1 All taxes and fees imposed by reason of Services performed by Contractor including, but not limited to, all sales taxes, licenses, permit and registration fees, income, profit, franchise, ~~Goods & Services Tax (GST)~~ and personal property taxes shall be borne by Contractor.

19.2 All employment taxes and contributions imposed by law, regulations or trade union contracts, with respect to wages, salaries or other payment to employment of Contractor shall be borne by Contractor.

**20.0 NOTICE**

20.1 Any notice to be given to the Contractor under the terms of the Contract shall be served by sending the same by registered post to or leaving the same at the Contractor’s address stated in this Contract or in the event of the Contractor being a company, at its registered office, unless otherwise advised in writing by the Contractor.

20.2 Any notice to be given to UPM under the terms of this Contract shall be served by sending the same by registered post to or leaving the same at:

………………..

Universiti Putra Malaysia,

43400 Serdang,

Selangor Darul Ehsan.

20.3 Any notice shall be deemed to have been received as follows:

1. Personal delivery : upon receipt;
2. Facsimile or Electronic Mail : twenty four (24) hours after dispatch by facsimile operator providing a copy is also sent by registered or certified mail return receipt requested;
3. Registered or certified mail: three (3) days after delivery to the postal authorities by the Parties serving the notice.

20.4 Nothing contained herein shall justify or excuse failure to give verbal notice for the purpose of informing the other Party thereof when prompt notification is appropriate, but such verbal notice shall not satisfy the requirement of written notice.

**21.0 NO WAIVER**

No waiver by either party, of any breach of the terms and conditions of the Contract by either party, shall be construed as a waiver of any succeeding breach of the same or any terms or conditions.

**22.0 FORCE MAJEURE**

22.1 Neither party shall be considered in default of the performance of their obligation hereunder, to the extent that performance of such obligations, or any of items, is delayed by force majeure. Force majeure shall mean those occurrences or circumstances which is beyond the control and cannot be reasonably foreseen and which cannot be avoided even through the diligence of the parties of this Contract so affected by force majeure.

22.2 In the event of the occurrence of a force majeure situation which hinders UPM or Contractor in the discharge of its respective obligations under this Contract, the party claiming to be affected thereby shall promptly notify the other party giving full particulars thereof and shall use its best efforts to remedy the situation. The parties shall consult each other to decide on the appropriate measure to be taken.

22.3 In the event the force majeure situation persists for one (1) month after the date of notice of force majeure, either party may terminate this Contract by giving written notice to the other party.

22.4 Any loss or damage or delays in, or failure of performance of either party hereto shall not constitute a default or give rise to any claims for damages, if any, to the extent that such loss, damage, delay or failure is caused by force majeure.

**23.0 SECRECY**

The Contractor shall not, without the prior written consent of UPM, use nor cause or permit any of their workers or agents to use any data, documents, reports or any information acquired, received, or worked on by the Contractor, their workers or agents, other than that for the performance of their obligations under the Contract. If so required by UPM, the Contractor shall cause their workers of agents to enter into a direct written obligation with UPM to comply with this sub-clause.

**24.0 NON EXCLUSIVE CONTRACT**

This Contract is non-exclusive and UPM reserves the right to engage other contractors to perform similar or identical service. Contractor shall afford such other contractors adequate opportunity to carry out their contracts and shall perform the Services in cooperation with those contractors and with UPM.

**25.0 FAILURE BY CONTRACTOR TO COMPLY WITH UPM OFFICER’S INSTRUCTIONS**

If the Contractor, after receipt of a written notice or order from UPM instructing Contractor to do certain Services within the period specified by UPM therein or if none stated within seven (7) days, fails to comply with such instructions, UPM may employ and pay other person to execute any service what ever which may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by UPM as a debt or may be deducted by UPM from any moneys due or to become due to the Contractor.

**26.0 DETERMINATION OF CONTRACTOR’S EMPLOYMENT**

26.1 DEFAULT OF CONTRACTOR

Without prejudice to any other rights or remedies which UPM may possess, if the Contractor shall default in any one or more of the following respects, that is to say:

26.1.1 If he without reasonable cause suspends the carrying out of the whole or any part of the Services

OR

26.1.2 If he fails to proceed with the Services with reasonable diligence,

OR

26.1.3 If he is not executing the Service in accordance with the Contract or persistently neglects to carry out his obligations under the Contract,

OR

26.1.4 If he refuses or persistently neglects to comply with a written notice from UPM to correct, remove and/or replace any defective Services or improper materials or goods,

OR

26.1.5 If he fails to comply with the terms and conditions of this Contract then UPM may give him a notice by registered post specifying the default, and if the Contractor shall either continue such default for fourteen (14) days after receipt of such notice or shall at any time thereafter repeat such default (whether previously repeated or not) then UPM may thereupon by a notice determine the employment of the Contractor under this Contract.

26.2 BANKRUPTCY OR INSOLVENCY

If the Contractor :-

26.2.1 Commits an act of bankruptcy

OR

26.2.2 Becomes insolvent or compounds with or makes arrangement with his creditors,

OR

26.2.3 Being a company, is having a winding up order, except for purpose of reconstruction and amalgamating, made against him

 OR

26.2.4 is having a provisional liquidator, receiver or manager of his business or undertaking duly appointed, or possession taken by or on behalf of creditors or debenture holders secured by a floating charge of any property comprised in or subject to the said floating charge:

Then and in any such event, without prejudice to any rights it may possess, UPM may by a notice sent via registered post determine the employment of the Contractor under this Contract.

26.3 No further sum shall be due to the Contractor after the Contract is terminated.

**27.0 UPM INSPECTION**

UPM shall have the right to inspect Contractor’s performance of Services at any time and to direct the Contractor to take remedial steps including to re-do Services or any part thereof. The Contractor shall, upon notification undertake such remedial work immediately.

**28.0 RELATIONSHIP OF THE PARTIES**

The relationship of the Contractor and its workers with regard to UPM shall be that of an independent contractor and shall not be construed to be an employee, servant or agent of UPM during the course of this Contract and any acts or statements of the Contractor or its personnel made to third parties in relation to this contract shall not bind UPM in any way.

**29.0 SUCCESSORS**

This Contract shall be binding upon the parties hereto and their successor’s in-title and their permitted assigns.

**30.0 STAMP DUTY**

The proper stamp duty, if any, on this Contract shall be borne by Contractor.

**31.0 TIME**

Time wherever mentioned herein shall be of the essence.

**32.0 EFFECT OF HEADING**

The headings of the Clauses herein have been inserted for convenience only and shall not affect the interpretation of the provision of this Contract.

**33.0 SAFETY AND SECURITY**

The Contractor shall ensure that his personnel, workers and labourers shall comply with and shall take necessary safety and security measures or precaution at all times in carrying out the Services, in compliance with UPM’s safety and security rules and regulations.

UPM shall have the authority to prohibit the Services or to stop any Services in progress if the goods, personnel, workers and laborers or the Services conditions are considered to be unsafe or not to be in compliance with the above rules and regulations.

**34.0 HSE MANAGEMENT PLAN**

The contractor shall provide company standard HSE Management Plan or Safety plan and shall be responsible to ensure that he has adequate resources for conducting comprehensive studies, planning, procedures, work scheduling, programs and achievement of accident free working situation.

**35.0 TERMINATION**

Without prejudice to any other provision herein contained, UPM may terminate this Contract at any time for any reason whatsoever by giving Ninety (90) days notice thereof in writing to the other party. All the obligations by both parties prior to the termination shall be valid and carried over by the parties.

**36.0 VARIATION AND AMENDMENT**

No variation or amendment on any part of this contract shall be binding unless agreed to in writing, by both UPM and the Contractor.

**37.0 INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

a. The Contractor shall indemnify, protect and hold UPM safe and harmless against any claim, suit, proceeding or action which may be instituted or brought by any third party against UPM and/or the Contractor in any connection with any allegation that the normal use or possession of any goods supplied by the Contractor to UPM related to the WORKS infringes the intellectual property rights, registered designs, trade marks or copyright or any other proprietary or protecting right of any third party and further the Contractor shall entirely and solely be responsible at the Contractor's own expense to pay all damages and costs, if any, awarded against UPM.

The Contractor shall pay resulting costs, damages and attorney's fees finally awarded provided that:-

1. i. UPM promptly notifies the Contractor in writing of the claim; and
2. ii. The Contractor has sole control of the defense and all related settlement or negotiations.

b. In the event of the Contractor not responding to UPM, within seven (7) days of receipt of UPM notification of such claim or in the event of UPM being compelled to respond to any such claim (whichever is the sooner), UPM shall be entitled to defend any such claim and be reimbursed for any costs up until that point in time at which the Contractor formally notifies UPM that it will take control of the defense and all related settlement or negotiations. UPM shall be entitled for reimbursement from the Contractor for costs, damages and receipted out-of-pocket expenses incurred (up to that point in time referenced above) for defending any such above referenced claim.

c. If in such claim, suit, proceeding or actions the goods supplied by the Contractor are adjudged by any court of law or such other authority to have infringed the intellectual property rights, registered designs, trade marks or copyrights of any third party or in the case of settlement of the matter as referred to above, the Contractor shall have the option to either, at its own expense procure for UPM such right to continue using the said goods or modify the same so as not to infringe the said intellectual property rights or to refund UPM the full value of the said goods or any other product supplied by the Contractor.

**38.0 INTEGRITY**

38.1 The Contractor shall not offer, give or agree to give to any UPM’s employee or their immediate family (spouse, child, parent, brother or sister) any gift or consideration whatsoever as an inducement or reward for doing any act in relation to the acquirement or implementation of this Agreement or any other agreement with UPM or for showing or not showing support to any person in this Agreement or any other UPM’s agreements or contracts.

38.2 Any breach of the conditions specified under sub-clause 38.2 by the Contractor or by a person employed by or acting on his behalf (whether with or without the knowledge of the Contractor) shall amount to an offence under the Anti-Corruption Commission Act 2009 (Act 698), in connection with this Agreement or contracts or other UPM’s agreements, will give UPMthe right to terminate this Agreement and to retrieve any losses from the Contractor resulting from the termination.

**39.0 ENVIRONMENTAL LAW**

39.1 The Contractor shall in relation to this Agreement:-

a. comply with all laws including the Environmental Quality Law Act 1974 (Act 127), rules, regulations, procedures, requirements and guidelines as required by the relevant government agency relating to the protection and enhancement of the environment including without limitation to those pertaining to pollution, control and discharge of effluent; and

b. strictly comply with the Environmental Management System (EMS) which has been implemented by UPM (please refer to the related Cost Centre for more details).

39.2 The Contractor shall for the purposes of the foregoing, adopt, undertake and implement every precautionary and other measure necessary or expected to prevent any activity which may adversely affect the environment. Where necessary, the Contractor shall adopt, undertake and implement such measures to mitigate any harm to the environment.

**40.0 EQUALITY, NON-DISCRIMINATION AND HUMAN RIGHTS**

40.1 Each Party shall not, and shall use reasonable endeavours to ensure that, its employees, contractors or agents shall not, discriminate directly or indirectly against any person, on the basis of age, disability, gender, marital, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, or political affiliation.

**- END OF PART B -**

**PART C - SCOPE OF SERVICES**

1. **SCOPE OF SERVICES**

The Contractor to provide the vehicles to be driven by UPM staffs for any UPM functions and tasks. The Service shall be inclusive of;

* 1. (1) The following vehicles of full specifications complete with all standard accessories;
1. a. …………………………………..
2. b. …………………………………..
3. c. …………………………………...
	1. (2) Insurance, road tax, permit
	2. (3) Unlimited mileage
	3. (4) Full repair and maintenance from breakdowns and as a result of normal wear and tear, including required spare parts
	4. (5) Basic waiver, excess waiver & theft waiver (Max liability: RM 500 excess)
	5. (6) Replacement vehicles shall be provided should the rented vehicles be grounded for mechanical repairs of or regular servicing.
	6. (7) 24-hours emergency service hotline and 24-hours breakdown service nationwide.
	7. (8) To supply new brand vehicles. If any of the vehicles cannot be supplied immediately, the Contractor needs to provide a temporary vehicle for a period of time agreed by both parties.
	8. (9) Vehicle windows are tinted with the maximum allowed UV protection by JPJ

When not in use, the vehicles must be parked at the office or any designated areas (as per UPM requirement depending on functions and events) at all time except when needed for repair / service.

**2.0 DEFINITIONS**

**2.1 Basic Waiver (BW) & Excess Waiver (EW)**

UPM is responsible for all damages to the vehicles, regardless of fault. These costs may include parts, labour, towing and storage costs, a daily fee for Contractor loss of use of the vehicle and an administration fee.

However, as BW and EW are included in the rates quoted and subject to the terms and conditions stated in the Rental Agreement, the UPM’ liability is reduced to a maximum liability of RM 500.00. The reduction in liability is only effective subject to the availability of a police report made within 24-hours of any incident/damage to the vehicle.

**2.2 Theft Waiver (TW)**

This waives the UPM’ liability in the event of theft of all or part of the vehicles. Theft waiver is included in the rates. If Theft Waiver is not included in the rates, the customer is liable for the cost of replacing a stolen vehicle or parts stolen from the vehicle up to a maximum responsibility amount.

In addition to the cost of replacement vehicle or parts, the following charges may also be included unless the loss is total: labour, cost associated with the recovery and storage of a vehicle immobilized as a result of the theft, a daily fee for Contractor’s loss of the vehicle as in administration fee.

**3.0 VEHICLE MAINTENANCE**

Contractor of the rented car shall undertake to provide full maintenance of the hire car subject to fair wear and tear. Contractor of the rented car shall provide full servicing and maintenance as per manufacturer’s recommendations. Contractor shall ensure that the vehicles supplied are in good condition and usable at all time. These vehicles shall be serviced periodically and shall be repaired upon any breakdowns or faults experienced.

Contractor shall bear all costs of the maintenance and repair works including required spare parts of these vehicles and all such costs shall be included in the price. The contractor shall also be responsible for and at their own cost obey the requirement as listed by Road and Transportation Act in providing the services.

**4.0 BREAKDOWNS / VEHICLES FAILURE / DAMAGE**

If any of the vehicles supplied by the contractor experience any breakdowns / failure and take a long time for service / repair, the contractor shall provide a replacement vehicle with no change of the rate applied.

**5.0 OTHERS**

The price shall remain the same through out the contract period and there shall not be any escalation. The price shall include the preparation costs, road tax, insurance, maintenance costs, periodical inspection, driver (when necessary) and any related costs. Payment to Contractor will be reduced if any of the vehicles cannot be used / supplied due to the breakdowns / failure based on the 30 days month average. The vehicles supplied shall be a brand new vehicles.

**6.0** **RENEWAL**

The Contract Period with the same duration, terms and conditions may be renewed at UPM’s discretion by giving the Contractor a thirty (30) days notice of UPM’s intention before this Contract Period expires.

**SCHEDULE OF PRICES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NO** | **DESCRIPTION** | **QTY** | **RATE/MONTH (inclusive of GST)** | **TOTAL RATES (inclusive of GST)** |
| 1 | Rental and maintenance for **…………………..*** For a period of ….. year rental
 | …….. | RM ……….. | RM ……… |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
|  | **TOTAL RATES (MONTHLY) :** |  |  | **RM ………** |

**Ringgit Malaysia : (……………………. ONLY )**

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

Signed for and on behalf of

**UNIVERSITI PUTRA MALAYSIA (UPM)**

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name | : |  |
| Designation | : |  |
| NRIC No. | : |  |

In the presence of

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name | : |  |
| Designation | : |  |
| NRIC No. | : |  |

Signed for and on behalf of

………………………….. (Company Number **: ………….**)

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name | : |  |
| Designation | : |  |
| NRIC No. | : |  |

In the presence of

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name | : |  |
| Designation | : |  |
| NRIC No. | : |  |

**- END OF PART C -**