



TERMS AND CONDITIONS FOR SERVICES

1. Definitions

In this Terms and Conditions (T&C), the following definitions apply:

"Approving Authority" refers to the relevant government or quasi government agency with jurisdiction and authority to issue out way-leave approval and/or work permits necessary for the performance of the Services. Approving Authority refers to Pihak Berkuasa Tempatan, Jabatan Kerja Raya, Jabatan Pengairan dan Saliran, Pejabat Daerah & Tanah or any competent or relevant state and federal governmental authority or authorities for the time being authorised, under any written law in force in the State of Perak Darul Ridzuan in particular, and in Malaysia in general, to grant approvals required for the Services. The term Approving Authorities shall be construed accordingly;

"Business Days" means a day on which banks are open for business in Perak Darul Ridzuan, except a Saturday or Sunday or public holiday in Perak Darul Ridzuan;

"Charges" means the fee imposed by KUDR for the Services as reflected in Schedule 1;

"Data" refers to the as-built drawing prepared by KUDR and shall include the underground utility mapping, other forms of maps or diagrams and topographical map of the area involved in the Services;

"Document" shall include all information, materials, reports, plans drawings, forms, proof of payment and document or material of like nature submitted by the Utility Company to KUDR for the purposes of the Services;

"Intellectual Property" means all patents, utility models, petty patents, design rights (whether registered or unregistered), semiconductor topography rights, trademarks, service marks and copyright and application in any country of the world for any of the foregoing;

"KUDR" means KORIDOR UTILITI DARUL RIDZUAN SDN BHD, a company incorporated under the laws of Malaysia and having its registered office at B-G-9 & B-G-11, Greentown Suria, Jalan Dato' Seri Ahmad Said, 30450 Ipoh, Perak. For purpose of this T&C, the term KUDR shall include any agents and servants employed by KUDR to render the Services;

"KUDR's Confidential Information" has the meaning ascribed to it in paragraph 8 of this T&C;

"Services" refers to the services and each item thereof as detailed in Schedule 1 of this T&C;

"Utility Company" means the company who engages KUDR to undertake the Services;



“**Work Flow Chart**” is attached as Schedule 2 of this T&C and shall include any amendment, modification or variation made thereon by KUDR in the future. As and when necessary, KUDR shall publish the latest applicable Work Flow Chart on its website.

2. Services

- a) The Utility Company agrees to engage KUDR to perform the Services which are subject to the provisions of this T&C.
- b) KUDR shall practise due care and diligence in the performance of the Services in line with standard industry practice and the prevailing Work Flow Chart including timelines included in the Work Flow Chart. However, the Utility Company agrees that KUDR has no control over the processing time taken by the Approving Authority in respect of any item of the Services. KUDR accepts no liability or responsibility over any delay in the time taken by the Approving Authority to approve applications submitted by KUDR for any item of Services including claims for refunds of deposits.

3. Performance of Services and Charges

- a) The Charges imposed by KUDR for the Services are detailed out in Schedule 1. Subject to paragraph 3(i) below, the Charges are subject to future revision. Notwithstanding KUDR undertakes no changes will be made to the Charges quoted in any quotation or purchase order which has been accepted by parties for the Services to be rendered.
- b) The Utility Company acknowledges that the Approving Authority may impose additional fees in respect of the Services which shall be borne by the Utility Company. The Utility Company acknowledges that such fees are determined solely by the Approving Authority. KUDR has no control over any changes or revision made to such additional fees.
- c) The Utility Company agrees by engaging KUDR for the Services, KUDR and the Utility Company and parties appointed by KUDR and the Utility Company are required to comply with directions, instructions, rules and regulations imposed by Approving Authority and any amendment or variation made thereto from time to time.
- d) The Utility Company acknowledges and agree that in rendering its Services, KUDR makes no guarantee that the Approving Authority will approve any wayleave or permit approval submitted by KUDR to the Approving Authority.
- e) The Utility Company agrees that KUDR in its absolute discretion may choose to suspend performance of the Services or any item of the Services or terminate the engagement by the Utility Company in the entirety in any of the following circumstances:
 - i) fails to submit the complete set of Document;
 - ii) fails to make any amendment to any part of the Document as requested by KUDR or imposed by the Approving Authority; or
 - iii) fails to make timely payment of the Charges stipulated in Schedule 1.



- f) KUDR agrees that the termination of the engagement stipulated in paragraph 3(e) is subject to KUDR giving the Utility Company seven (7) Business Days' prior written notice. In the event before the expiry of the notice period, the Utility Company remedies any of the failure stipulated in the notice from KUDR, the Utility Company may request and KUDR shall resume the Services.
- g) KUDR takes no liability for any losses or delay incurred by the Utility Company as a result of any of the circumstances in paragraph 3(e).
- h) The Utility Company acknowledges and agree that in performing the Services, KUDR will be engaging the services of authorised agents or servants of KUDR. Any work or service undertaken by such authorised agents or servants are deemed to be part of the Services by KUDR and that KUDR shall be vicariously responsible for the work and service delivered as well as any liability arising from the conduct of KUDR's authorised agents or servants.
- i) KUDR may from time to time, engage with the industry players prior to undertaking any variation to the Charges.
- j) In the event KUDR decides to proceed to perform any part of the Services despite not having previously received timely payment from the Utility Company, subject to prior notice being issued to the Utility Company, KUDR shall be entitled to claim late payment charges at the rate of 8% per annum.
- k) The Utility Company shall select and appoint its own consultant or contractor to perform some of the works necessary in connection with the Services. The Utility Company is solely responsible to ensure that the consultant or contractor appointed complies with this T&C and all other terms and conditions imposed by KUDR and the Approving Authority. Similarly, the Utility Company is vicariously responsible for the work and service delivered as well as any liability arising from the conduct of Utility Company's consultant and contractor.

4. Non-Compliance

- a) In the event any of the works performed by KUDR (or KUDR's agents or servants as the case may be) requires any correction, the Utility Company agrees to grant KUDR no more than fourteen (14) Business Days to undertake and complete the rework exercise which is to be fully borne by KUDR.
- b) Subject to KUDR completing the redo works within the fourteen (14) Business Days period, the Utility Company agrees that it shall no claim whatsoever against KUDR.

5. Cancellation of Services

- a) KUDR acknowledges that it is within the Utility Company's sole discretion at any time to terminate the engagement of KUDR for the Services or any part thereof.



- b) The Utility Company agrees that in the event the Utility Company terminates the engagement of KUDR under paragraph 5(a), the Utility Company shall pay KUDR in full in respect of any of the item of the Services for which KUDR has already commenced work regardless whether that the work has been completed or otherwise and the Utility Company shall be entitled to receive any document, report or deliverable from KUDR in respect of the item of Services paid by Utility Company.
- c) Cancellation of the Services shall not affect either party's accrued rights and obligations.

6. Warranty

KUDR warrants that:

- a) it has full power and capacity to perform the Services; and
- b) the Services rendered shall conform to the Approving Authority's specification, rules and regulations and meet the functional and performance criteria set out therein.

7. Limitation of Liability

- a) In the event the rework conducted by KUDR under paragraph 4 exceeds fourteen (14) Business Days, the Utility Company is entitled to claim for compensation. The maximum aggregate compensation that the Utility Company shall be entitled to receive shall in no event exceed the Charges for the particular item of Services as stated in Schedule 1.
- b) The Utility Company hereby agrees to full indemnity KUDR in respect of any actions claims summons demands losses damages cost and expenses suffered by KUDR as a result of all works performed by Utility Company's consultant or contractor.
- c) Notwithstanding anything herein to the contrary, in no event shall either Party be liable to the other Party for any indirect, incidental, consequential, special or punitive damages, including loss of opportunity, loss of production, loss of revenues, loss of profit, downtime costs, downstream loss or damage, or any other consequential losses and the like arising in relation to the performance or breach of this T&C.

8. Confidentiality

- a) Any information related to the Services provided by KUDR including know-how, work flow, processes and procedures applied by KUDR that is directly or indirectly disclosed or made accessible to the Utility Company constitute confidential information belonging to KUDR ("KUDR's Confidential Information"). The Utility Company may only share KUDR's Confidential Information with Utility Company's management, agents and employees strictly on a need to basis, disclosure by Utility Company to other third parties are subject to prior written approval of KUDR.
- b) To enable KUDR to perform the Services, Utility Company agrees and consents for KUDR to disclose and share the Document and Data with the Approving Authority.



9. Intellectual Property

- a) The Utility Company represents and warrants that it shall full authority and right to disclose any information rendered to KUDR and that the information provided in the Document are accurate, true and not subject to any claims by third parties and do not infringe any Intellectual Property rights, privacy rights, and/or other rights of any third party. Notwithstanding any provision in this T&C to the contrary, the Utility Company undertakes to fully indemnify KUDR for any actions claims summons demands losses damages cost and expenses suffered by KUDR as a result of the Utility Company's breach of the representations and warranties made under this paragraph 9.
- b) Each party agree to that it shall not, without the prior written consent of the other party, utilise the name, logo, trademarks, service-marks or other Intellectual Property rights belonging to the other party, save and except for the Services.

10. General

- a) Neither party will be liable to the other for any failure to fulfil its obligations and responsibilities caused by circumstances outside of its reasonable control.
- b) If a provision in this T&C is wholly or partly invalid or unenforceable, the provision or the part of it that is invalid or unenforceable must, to that extent, be treated as deleted from this T&C. This does not affect the validity or enforceability of the remaining provisions.
- c) This T&C may be amended, varied, modified, supplemented, or adjusted by KUDR from time to time, if deemed necessary.
- d) This T&C shall be governed by, and construed in accordance with the laws of Malaysia.
- e) Time whenever mentioned in this T&C shall be of the essence.
- f) Utility Company agrees that KUDR may disclose Data to relevant government authority or body, pursuant to a requirement of law or order of a court of competent jurisdiction, any regulatory or government authority but only to the extent so required or directed. KUDR shall notify the Utility Company no later than fourteen (14) Business Days from the date of disclosure of such Data.
- g) The Utility Company acknowledges that KUDR may need to periodically share information on number of applications received and processed by KUDR with relevant governmental bodies.

***** The End *****

STRUKTUR KADAR CAJ PERKHIDMATAN KUDR

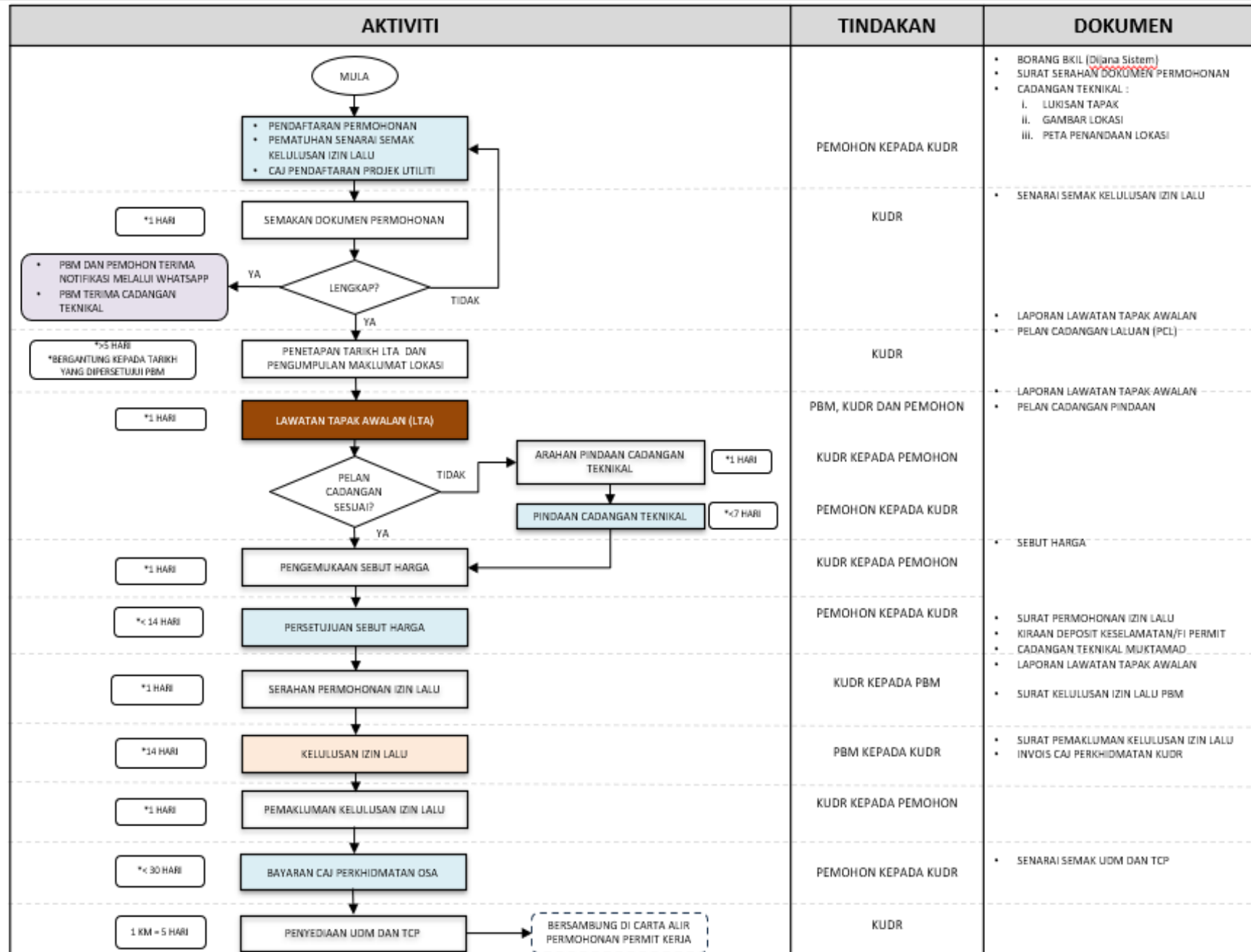
KADAR CAJ PERKHIDMATAN KUDR	
PENDAFTARAN RM50.00 (TIDAK TERMASUK SST)	
450 METER DAN KEBAWAH	MELEBIHI 450 METER
RM 5100.00	RM 21.00 / METER
1) Caj Pengurusan Koridor Utiliti a) Kelulusan Izin Lalu b) Kelulusan Permit Kerja c) Perakuan Sijil Siap Kerja d) Pengurusan dan Pemulangan Wang Deposit 2) Caj Pelan Row dan Pegging 3) Caj Pelan Pemetaan Utiliti 4) Caj Pelan Pengurusan Trafik 5) Caj Pelan Siap Bina 6) Caj Pembangunan dan Mengemaskini Pangkalan Utiliti	

PECAHAN KADAR CAJ PERKHIDMATAN KUDR

NO.	JENIS PERKHIDMATAN	CAJ (TIDAK TERMASUK SST)
1	Proses permohonan Izin Lalu	450 meter dan ke bawah = Kadar Asas RM 700.00 450 meter dan ke atas = RM 4.00 / meter Contoh: 1) Kadar Caj Perkhidmatan Untuk 300 meter = RM 700.00 2) Kadar Caj Perkhidmatan Untuk 450.1 meter = RM 1880.40 (RM 4.00 x 450.1 meter)
2	Lawatan Tapak	Termasuk dalam Yuran Pemprosesan Permohonan Izin Lalu (Item No.1) Nota: Pihak Berkuasa Melulus boleh mengenakan bayaran lawatan tapak
3	Penyediaan Pemetaan Utiliti Bawah Tanah (UDM) dan Pelan Kawalan Trafik (TCP) serta Jurutera Profesional dengan Sijil Amalan (PEPC)	450 meter dan ke bawah = Kadar Asas RM 2900.00 450 meter dan ke atas = RM 6.50 / meter Contoh: 1) Kadar Caj Perkhidmatan Untuk 300 meter = RM 2900.00 2) Kadar Caj Perkhidmatan Untuk 450.1 meter = RM 2925.65 (RM 6.50 x 450.1 meter)
4	Proses Permohonan Permit Kerja	450 meter dan ke bawah = Kadar Asas RM 800.00 450 meter dan ke atas = RM 5.00 / meter Contoh: 1) Kadar Caj Perkhidmatan Untuk 300 meter = RM 800.00 2) Kadar Caj Perkhidmatan Untuk 450.1 meter = RM 2250.50 (RM 5.00 x 450.1 meter)
5	Deposit yang Dikenakan oleh Pihak Berkuasa Melulus	Akan ditentukan oleh Pihak Berkuasa Melulus
6	Kerja-Kerja Pemantauan Ditapak	Termasuk dalam yuran Pemprosesan Permohonan Permit Kerja (Item No. 4)

7	Caj Penyediaan Pelan Siap Bina	450 dan ke bawah = Kadar Asas RM 700.00 450 meter dan ke atas = RM 3.00 / meter Contoh: 1) Kadar Caj Perkhidmatan Untuk 300 meter = RM 700.00 2) Kadar Caj Perkhidmatan Untuk 450.1 meter = RM 1350.3 (RM 3.00 x 450.1 meter)
8	Pengeluaran Sijil Perakuan Siap Kerja	Termasuk dalam yuran Pemprosesan Permohonan Permit Kerja
9	Pengeluaran Sijil Pengesahan Siap Kerja dan Pembaikan Kecatatan	Termasuk dalam yuran Pemprosesan Permohonan Permit Kerja
10	Sistem dan Pengemaskinian Pengakalan Data	450 meter dan ke bawah = Percuma Tanpa Bayaran 450 meter dan ke atas = RM 2.50 / meter Contoh: 1) Kadar Caj Perkhidmatan Untuk 450.1 meter = RM 1125.25 (RM 2.50 x 450.1 meter)

CARTA ALIR

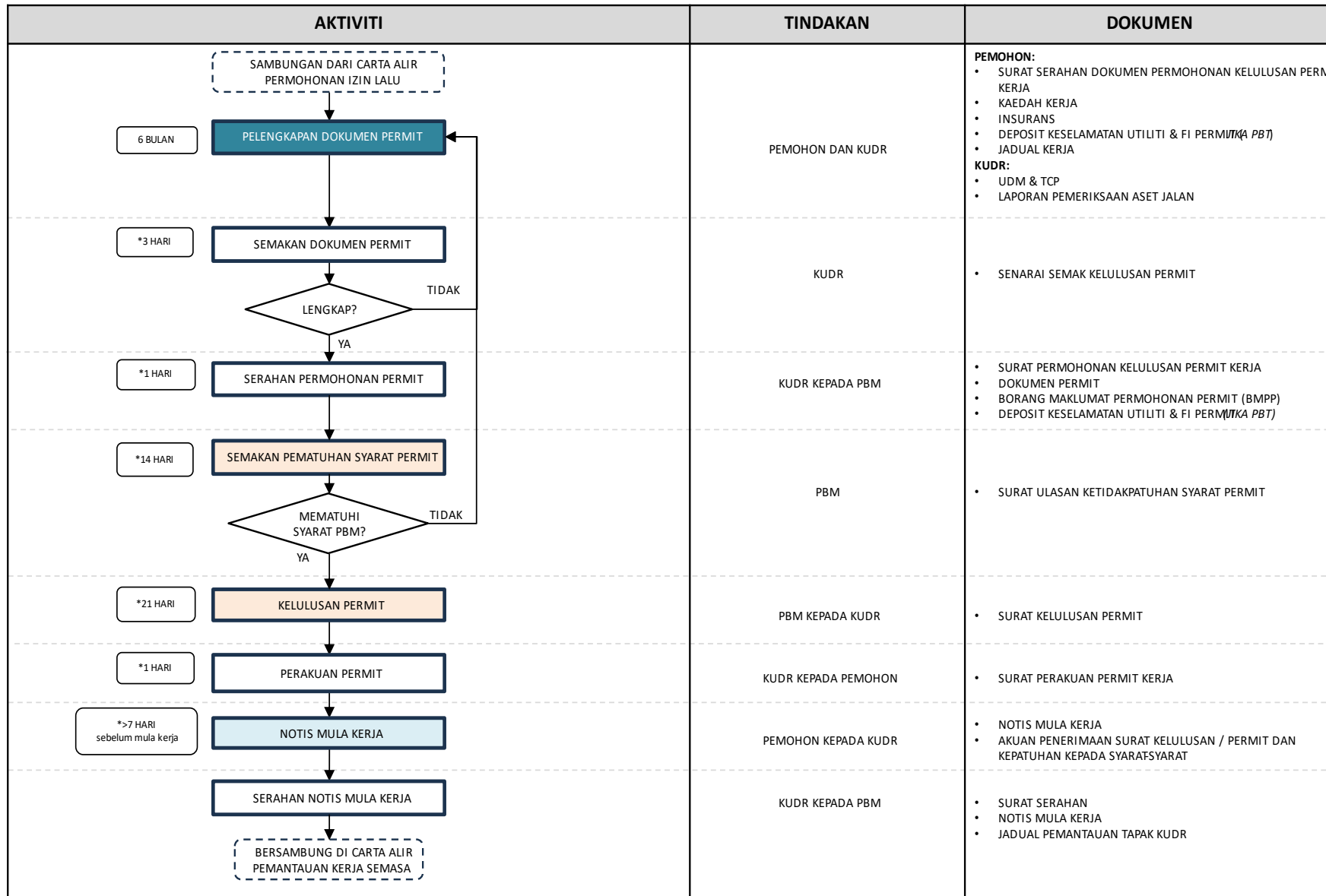


SEBELUM KERJA:

CARTA ALIR PERINGKAT KEBENARAN IZIN LALU

PETUNJUK :

- Tindakan Pihak Berkuasa Melulus (PBM)
- Tindakan Pemohon
- Tindakan PBM, KUDR dan Pemohon
- Tindakan Pemohon dan KUDR
- Notifikasi Atas Talian
- * Hari bekerja
- UDM Pemetaan Pengesanan Utiliti
- TCP Pelan Pengurusan Trafik



SEBELUM KERJA:

CARTA ALIR PERINGKAT KELULUSAN PERMIT KERJA

PETUNJUK :

-  Tindakan Pihak Berkuasa Melulus (PBM)
-  Tindakan Pemohon
-  Tindakan PBM, KUDR dan Pemohon
-  Tindakan Pemohon dan KUDR

* Hari bekerja

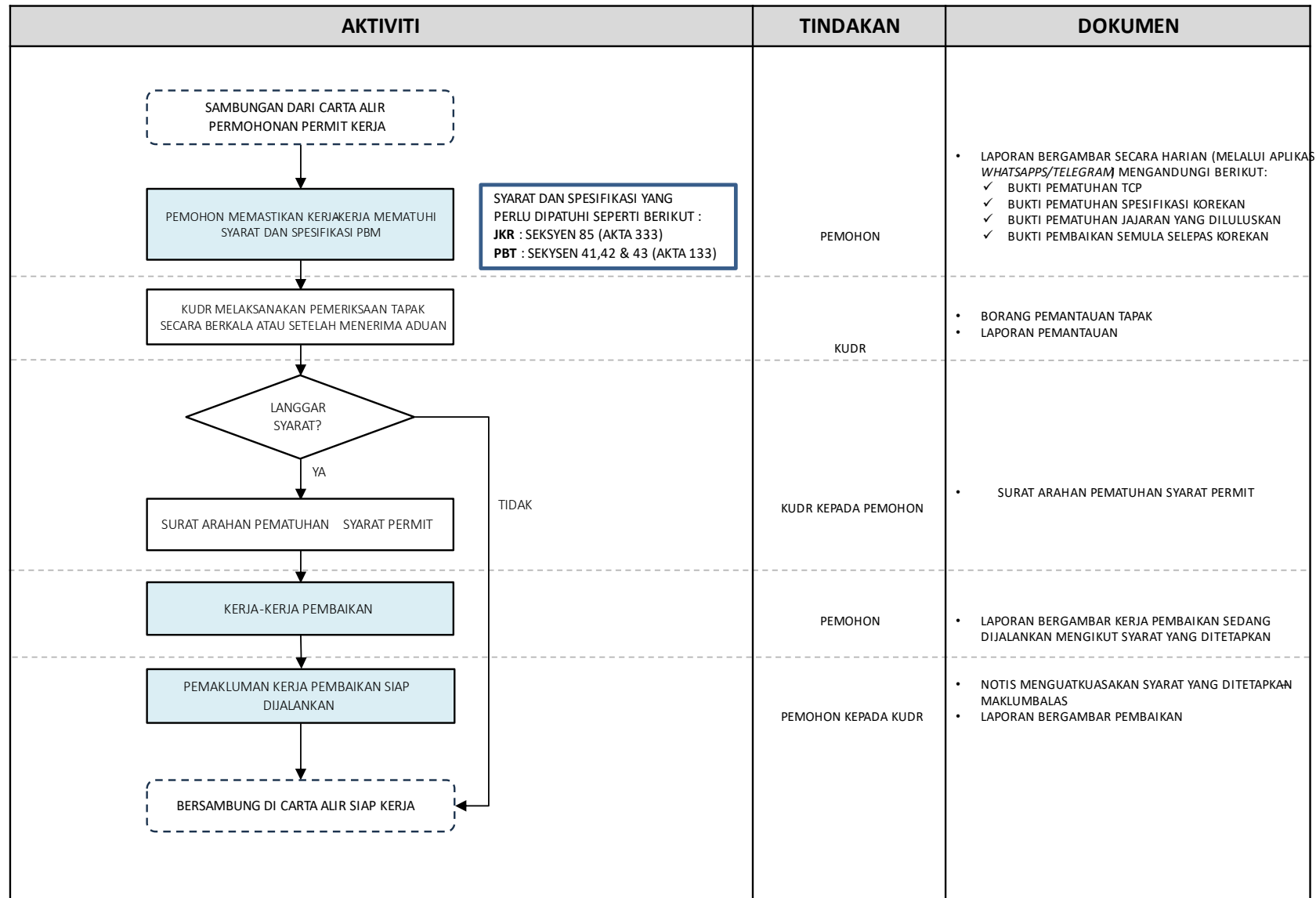
UDM Pemetaan/Penggunaan utiliti

TCP Pelan Pengurusan trafik



SEMASA KERJA:

CARTA ALIR PEMANTAUAN KERJA SEMASA



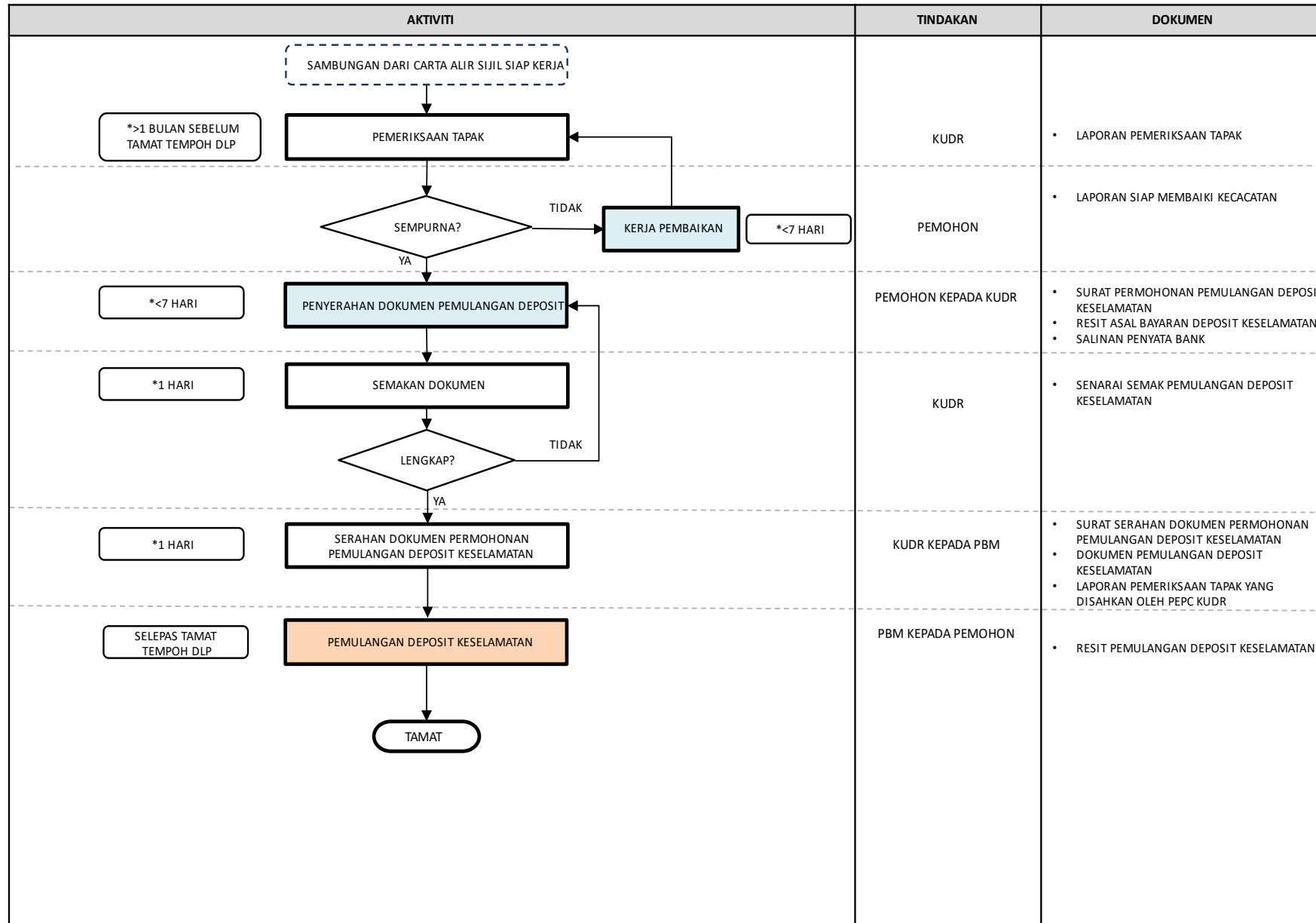
PETUNJUK :

- Tindakan Pihak Berkuasa Melulus (PBM)
- Tindakan Pemohon
- Tindakan PBM, KUDR dan Pemohon
- Tindakan Pemohon dan KUDR
- Notifikasi Atas Talian

* Hari bekerja

UDM Pelan Pemetaan Utiliti

TCP Pelan Pengurusan Trafik



SELEPAS KERJA:

CARTA ALIR

PEMULANGAN DEPOSIT

KESELAMATAN

PETUNJUK :

- Tindakan Pihak Berkuasa Melulus (PBM)
- Tindakan Pemohon
- Tindakan PBM, KUDR dan Pemohon
- Tindakan Pemohon dan KUDR
- Notifikasi Atas Talian

* Hari bekerja

UDM Pelan Pemetaan Utiliti

TCP Pelan Pengurusan Trafik