

in the industry. The Contractor shall upon the request of the S.O. furnish him with the relevant certificates and/or vouchers to prove that the materials and goods comply with the Specification.

- 35.2 The Contractor shall, entirely at his own cost, provide samples of materials and goods for testing purposes. The Contractor shall, when instructed by the S.O. to open up for inspection any work covered up, or arrange for or carry out any test of any materials or goods (whether or not already incorporated in the Works) or of any executed work which the S.O. may in writing require and the cost of such opening up or testing (together with the cost of making good in consequence thereof) shall be added to the Contract Sum unless provided for in the Bills of Quantities by way of Provisional Sums or otherwise or unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract.
- 35.3 The Contractor shall pay all duties and taxes which may be imposed by law, such as customs duties and sales tax, on all materials, goods and equipment, whether purchased or imported in the Contractor's name or his agent, which are incorporated in the Works or used directly in the construction, completion or maintenance of the Works.
- 35.4 Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent fees and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Works.

#### **36.0 INSPECTION AND TESTING OF MATERIALS, GOODS AND EQUIPMENT**

- 36.1 Further to his the Contractor's obligations under clause 10, the Contractor shall submit to the S.O. for his approval, proposals for inspecting the design and setting out of the Works and testing the materials and workmanship to ensure that the Contractor's obligations under the Contract are fulfilled.
- 36.2 The Contractor shall carry out the inspection and tests approved under clause 36.5 or elsewhere in the Contract and such further tests as the S.O. may reasonably require, including to open up for inspection any work covered up or to carry out any test of any materials or goods (whether or not already incorporated in the Works or any executed Works).
- 36.3 The S.O. may issue instructions to the Contractor to remove from the Site or rectify any work, goods which are not in accordance with this Contract at his own cost.
- 36.4 The Contractor shall, as may be required by the S.O. from time to time, provide such assistance, instruments, machines, labour and materials as are normally required for the purpose of examining, measuring and testing of any work, as well as and the quality, weight or quantity of the materials used, and shall supply samples of materials before incorporation in the Works for testing.
- 36.5 Unless the Contract otherwise provides, the cost of making any test shall be borne by the Contractor if such test is:
- (a) proposed by the Contractor; or
  - (b) clearly intended by or provided for in the Contract.
- 36.6 Notwithstanding anything in clause 36.5, if the Contractor carries out any further test as required by the S.O. pursuant to clause 36.2 and the result of such test shows the workmanship or materials is not in accordance with the provisions of the Contract, then the cost of such test shall be borne by the Contractor. But if the result of such test shows the workmanship or materials comply with the provisions of the Contract, then the cost of such test shall be borne by the Government.