

## **8.2 Sufficiency of Contract Documents**

- (a) The Contract documents are to be taken as mutually explanatory of one another. The Contractor shall provide everything necessary for the proper execution of the Works until its completion according to the true intent and meaning of the Contract Documents taken together whether the true intent and meaning may or may not be particularly shown or described PROVIDED THAT it can be reasonably inferred therefrom.
- (b) If the Contractor shall find any discrepancy in or divergence between any two or more of the Contract Documents including a discrepancy or divergence between parts of any one of them, he shall immediately give to the S.O. a written notice specifying the discrepancy or divergence and the S.O. shall issue instructions in regard thereto PROVIDED ALWAYS that such discrepancy or divergence shall not vitiate this Contract.

## **9.0 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE CONTRACTOR**

### **9.1 Representations and Warranties**

The Contractor hereby represents and warrants to the Government that—

- (a) it is a corporation validly existing under the laws of Malaysia\*;
- (b) the Contractor has obtained a valid registration with the Construction Industry Development Board;
- (c) it has the corporate power to enter into and perform its obligations under this Contract and to carry out the transactions and to carry on its business as contemplated by this Contract\*;
- (d) it has taken all necessary corporate actions to authorize the entry into and performance of this Contract and to carry out the transactions contemplated by this Contract\*;
- (e) as at the execution date, neither the execution nor performance by it of this Contract nor any transactions contemplated by this Contract will violate in any respect any provision of—
  - (i) its Memorandum and Articles of Association; or
  - (ii) any other document or agreement which is binding upon it or its asset\*;
- (f) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Contract;
- (g) this Contract constitutes a legal, valid and binding obligation of the Contractor and is enforceable in accordance with its terms and conditions;
- (h) it has necessary financial and technical capability to undertake the Works,

and the Contractor acknowledges that the Government has entered into this Contract in reliance on its representations and warranties as aforesaid.

---

*\* applicable only if the Contractor is a company registered under the Companies Act 1965.*