

#### **64.0 ANTIQUITIES**

- 64.1 All fossils, coins, antiquities and other objects of interest or value which may be found on the Site or in excavating the same during the progress of the Works shall become absolute property of the Government and upon discovery of such an object the Contractor shall forthwith-
- (a) not to disturb the object and shall cease work if and in so far as the continuance of the work would endanger the object or prevent or impede its excavation or its removal;
  - (b) take all steps which may be necessary to preserve the object in the exact position and condition in which it was found; and
  - (c) inform the S.O. of the discovery and precise location of the object.
- 64.2 The S.O. shall issue instructions in regard to what is to be done concerning the object reported by the Contractor under clause 64.1 and (without prejudice to the generality of his power) such instructions may require the Contractor to permit the examination, excavation or removal of the object by a third party. Any such third party shall for the purpose of clause 15 be deemed to be a person for whom the Government is responsible and not to be a sub-contractor.
- 64.3 If compliance with the provisions of clause 64.1 or with an instruction issued under clause 64.2 has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by a payment made under any other provisions of this Contract then the amount of such loss and/or expense shall be added to the Contract Sum.

#### **65.0 ARBITRATION**

- 65.1 If any dispute or difference shall arise between the Government and the Contractor out of or in connection with the contract, then parties shall refer such matter, dispute or difference to the officer named in Appendix for a decision.
- 65.2 The officer named in Appendix's decision shall be in writing and shall subject to clause 65.4 hereof, be binding on the Parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence whether or not notice of dissatisfaction is given by him.
- 65.3 If the Parties –
- (a) fails to receive a decision from the officer named in the Appendix within forty-five (45) days after being requested to do so; or
  - (b) is dissatisfied with any decision of the officer named in the Appendix,
- then such dispute or difference shall be referred to arbitration within forty-five (45) days to an arbitrator to be agreed between the Parties and failing such agreement, to be appointed by the Director of the Regional Centre for arbitration in Kuala Lumpur on the application of either Party hereto. Such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration and shall be conducted in accordance with the rules for arbitration of the Kuala Lumpur Regional Centre for Arbitration using the facilities and the system available at the Centre.
- 65.4 Such reference, except on any difference or dispute under clause 52 hereof shall not be commenced until after the completion or alleged completion of the Works or determination or alleged determination of the Contractor's employment under this Contract, or abandonment of the Works, unless with the written consent of the Government and the Contractor.