

71.0 WAIVER

Failure by any Party to enforce at any time, any provision of this Contract shall not be construed as a waiver of its right to enforce the breach of such provision or any other provision in this Contract or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Contract.

72.0 LAWS APPLICABLE

This Contract shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

73.0 SUCCESSORS BOUND

This Contract shall be binding upon the respective successors-in-title of the Parties.

74.0 EPIDEMICS AND MEDICAL ATTENDANCE

- 74.1 The Contractor shall maintain the Site in clean and sanitary condition and shall comply with all requirements of the Government Health and Sanitary Authorities. In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or health authorities for the purpose of dealing with and overcoming the same.
- 74.2 The Contractor shall ensure that sufficient first aid kits are made available at suitable locations on the Site.

75.0 TECHNOLOGY TRANSFER

If the Contractor appoints foreign professionals, the Contractor shall endeavour to ensure that the employees of the Government are trained or exposed to the expertise of such foreign professionals pursuant to a programme for technology transfer.

76.0 GENERAL DUTIES AND PERFORMANCE STANDARD

76.1 Industry Practice

The Contractor shall provide and perform the Works in a proper manner in accordance with good management and best industry practice and to the best advantage of the Government and shall comply with all law, statutes and any guidelines or direction issued by the Government to the contractor from time to time.

76.2 Competency

The Contractor shall provide and perform its obligations under this Contract and take all appropriate measures expected of a competent company using due care and skills of a professional person providing similar service or works to ensure that the Works comply with the terms and conditions of this Contract.