

76.3 Government's Interest

The Contractor shall at all times perform the Works in such manner as will always safeguard and protect the Government's interest and take all necessary and proper steps to prevent abuse and in accordance with the provisions of this Contract.

77.0 RESTRICTION AND PROCEDURE ON USE OF IMPORTED MATERIALS AND GOODS

- 77.1 The Contractor shall use local goods/materials as listed in the 'Senarai Bahan/Barangan Buatan Tempatan' issued by IKRAM QA Services Sdn. Bhd. and/or issued by SIRIM QA Services Sdn. Bhd., whichever is relevant. If the Contractor fails to comply with this requirement, the Government may reject the goods/materials which are found to be not in compliance with this requirement.
- 77.2 For local goods/materials not listed as aforesaid, such goods/materials may be allowed if prior testing and certification from IKRAM QA Services Sdn. Bhd. or SIRIM QA Services Sdn. Bhd., whichever is relevant, has been obtained. Where such testing cannot be carried out by IKRAM QA Services Sdn. Bhd. or SIRIM QA Services Sdn. Bhd. the Contractor may, with the S.O.'s prior approval, have the testing to be done by another agency.
- 77.3 Under no circumstances shall the Contractor be permitted to incorporate or supply imported materials, plant, equipment, vehicles or other goods into the Works or forming part of the scope of the Works except those approved by the Government, prior to the execution of the Contract. The Contractor shall at his own cost entirely substitute any materials, plant, equipment, vehicles or other goods proposed to be imported but not approved by the Government, with suitable local materials, plant, equipment, vehicles or other goods, including making any necessary subsequent changes or adjustment to the design of the Works to accommodate such substitution, all to the concurrence of the S.O..
- 77.4 The Contractor shall ensure that the procurement of approved imported materials, plant, equipment, vehicles or other goods are obtained directly from the country of origin based on F.O.B. or other similar basis. The transportation and insurance of such imported materials, plant, equipment, vehicles or other goods from the country of origin to the Site shall be arranged by the Contractor through the Government's Multi Modal Transport Operators (hereinafter referred to as MTO) as listed in Appendix. The Contractor shall allow in his tender all costs and time required in complying with the requirements of this Clause including the cost required for the services provided by the MTO.
- 77.5 The Contractor shall submit documentary evidence of compliance with this clause to the S.O. within one (1) month from the date of each delivery to the Site of such materials, plant, equipment, vehicles or other goods.

78.0 TIME

Time whenever mentioned shall be of the essence of this Agreement.