

Liquidated and Ascertained Damages are provided for each section or part of the Works, the provisions of this Contract in regard to:

- (a) Certificate of Practical Completion;
- (b) Delay and Extension of Time;
- (c) Liquidated Ascertained Damages; and
- (d) Defects Liability Period,

but not Insurance of the Works under clause 18, Performance Bond under clause 13 and final payment on the Final Certificate under clause 31 hereof shall, in the absence of any express provision to the contrary elsewhere in the Contract Documents apply as if each such section or part was the subject of a separate and distinct contract between the Government and the Contractor.

- 41.2 For the avoidance of doubt, nothing contained in clause 41.1 shall entitle the Contractor to the release of the whole or any part of the Performance Bond or Performance Guarantee Sum deposited by him. The Performance Bond or Performance Guarantee Sum shall be released or be refunded only upon the issue of the Certificate of Making Good Defects of the whole of the Works or in respect of the last section of the Works, as the case may be.

42.0 PARTIAL OCCUPATION/TAKING OVER BY GOVERNMENT

- 42.1 If at any time before the whole of the Works have reached practical completion pursuant to clause 39, the Government with the consent of the Contractor (which consent shall not be unreasonably withheld) shall take possession of and occupy any part or parts of the same (any such part being hereinafter in this Clause referred to as 'the relevant part'), then notwithstanding anything expressed or implied elsewhere in this Contract.

Certificate of Partial Occupation

- (a) within seven (7) days from the date on which the Government shall have taken possession of the relevant part, the S.O. shall issue a Certificate of Partial Occupation in respect of the relevant part stating the estimated value of the said relevant part, and for all the purposes of this Clause (but for no other) the value so stated shall be deemed to be the total value of the said relevant part;

Defects Liability Period

- (b) for the purposes of clauses 39 and 48 hereof, the relevant part shall be deemed to have reached practical completion and the Defects Liability Period in respect of the relevant part shall be deemed to have commenced on the date on which the Government shall have taken possession and occupied thereof;

Certificate of Making Good Defects

- (c) at the end of the Defects Liability Period of the relevant part and if in the opinion of the S.O. any defect, imperfection, shrinkage or any other fault whatsoever in respect of the relevant part which he may have required to be made good under clause 48.1, shall have been made good by the Contractor, the S.O. shall issue a certificate to that effect;

Reduction of Liquidated Ascertained Damages

- (d) if, before the time of completion of the whole of the Works or, if applicable any section, a Certificate of Practical Completion has been issued for any part of the Works or of a