

and executed work under clause 35.2, loss and expense under clause 44 and costs of disposal of fossils, etc. under clause 64 hereof, shall be certified by the S.O.

### **30.0 FLUCTUATION OF PRICE**

In accordance with the Special Provisions to the Conditions of Contract for Fluctuation of Price as contained in Appendix (if applicable), the amount payable by the Government to the Contractor upon the issue by the S.O. of an Interim Certificate under clause 28 hereof shall be increased or decreased accordingly. The net total of any such increases or decreases shall be given effect to in determining the Contract Sum.

### **31. FINAL ACCOUNT AND PAYMENT CERTIFICATE**

- 31.1 As soon as is practicable but not later than three (3) months after the issuance of the Certificate of Practical Completion, the Contractor shall submit full particulars complete with receipts, vouchers records that would substantiate the Contractor's claim under clause 44 together with any documents, supporting vouchers and any explanation and calculations including documents relating to the accounts of Nominated Sub-Contractors or Nominated Suppliers, which may be necessary to enable the Final Account to be prepared by the S.O. PROVIDED ALWAYS the Contractor had given the notice of claim in writing within the stipulated time or times in the said provisions.
- 31.2 If the Contractor fails to submit full particulars of all claims within the stipulated period, the S.O. shall forthwith make the assessment based on the available documents submitted by the Contractor for the purpose of the Final Account. The Government shall be discharged from all liabilities in connection with the claims.
- 31.3 Within three (3) months after the expiry of the Defects Liability Period for the whole of the Works or three (3) months after the issue of the Certificate of Completion of Making Good Defects under clause 48 hereof, whichever is the later, the S.O. shall issue the Final Certificate.
- 31.4 The Final Certificate shall be supported by documents, and full particulars complete with receipts, vouchers records showing the S.O.'s final valuation of Works and any amount determined in clause 31.1 in accordance with the terms of this Contract. After setting out or allowing for all payments or other expenditure of the Government or any permitted deductions made by the Government or the S.O. on its behalf, the Final Certificate shall state any final balance due from the Government to the Contractor or from the Contractor to the Government, as the case may be, which shall thereupon become the debt payable. Such certificate shall also take account of any outstanding permitted deductions not yet made by the Government under the terms of this Contract whether by way of liquidated damages or otherwise.
- 31.5 No final payment due to the Contractor under the Final Certificate, shall be made unless and until the Contractor shall have satisfied the S.O. by means of a Statutory Declaration made by or on behalf of the Contractor to the effect that the workmen who have been employed by the Contractor on the Works including workmen employed by sub-contractors, whether nominated or otherwise (including "labour only" sub-contractors) have received all wages due to them in connection with such employment, and that all dues or contributions under the Employment Act 1955, the Employee's Social Security Act 1969, the Employee's Provident Fund Act 1965 and any other laws relevant to the employment of workmen, have been paid.