

30.0 DAMAGES FOR NON-COMPLETION

- (a) If the Nominated Sub-Contractor fails to complete the Sub-Contract Works or any section thereof within the period or periods specified in **Part II of the Appendix** hereto or any extended period or periods as may be granted pursuant to clause 29 hereof, he shall pay to the Contractor a sum equivalent to any loss or damage suffered or incurred by the Contractor and caused by the failure of the Nominated Sub-Contractor as aforesaid.
- (b) The Contractor shall at the earliest opportunity give reasonable notice to the Nominated Sub-Contractor that loss or damage as aforesaid is being or has been suffered or incurred.

PROVIDED THAT the Contractor shall not be entitled to claim any loss or damage under this Condition unless the S.O. shall have issued to the Contractor (with a duplicate copy to the Nominated Sub-Contractor) a Certificate of Non-Completion under the Main Contract.

31.0 SUSPENSION OF SUB-CONTRACT WORKS

31.1 Suspension and Resumption of Sub-Contract Works

- (a) The S.O. may at any time instruct the Contractor to suspend part or all of the Works.
- (b) Upon receipt of such written instruction, the Contractor shall instruct the Nominated Sub-Contractor to suspend part or all of the Sub-Contract Works for such time and in such manner as specified in the instruction and the Nominated Sub-Contractor shall duly protect, store and secure the Sub-Contract Works or such part of the Sub-Contract Works against any deterioration, loss or damage.
- (c) During the suspension period, the Nominated Sub-Contractor shall continue to perform his obligations under this Sub-Contract, which are not affected by the instruction to suspend, including the obligation to effect and maintain insurances and performance bond.
- (d) The Government may instruct the Contractor to resume the Works at any time thereafter. Upon receipt of such instruction the Contractor shall instruct the Nominated Sub-Contractor to resume the Sub-Contract Works and the Parties shall jointly examine the Sub-Contract Works affected by the suspension. The Nominated Sub-Contractor shall make good any deterioration or defect in or loss of the Sub-Contract Works which has occurred during the suspension. The Nominated Sub-Contractor shall also take all necessary actions to mitigate the expenses incurred.
- (e) request for S.O.'s instruction to omit relevant section or part of the Works from the Contract. If the S.O. agrees to such request then the relevant section or part of the Works shall be duly omitted and deemed to be a variation to the Contract. Such variation shall not vitiate this Contract. If the S.O. does not agree to such request as aforesaid, then the Contractor shall be entitled to claim for any loss and/or expenses caused by and in respect of such delay beyond ninety (90) days as aforesaid.

31.2 Extension of time

- (a) If the Nominated Sub-Contractor suffers delay and/or incurs expenses in complying with the instruction under clause (a), and in resumption of the Works, and if such delay and/or expenses was not foreseeable by the