

28.0 PAYMENT TO CONTRACTOR AND INTERIM CERTIFICATES

- 28.1 When the Contractor has executed work including delivery to or adjacent to the Works of any unfixed materials or goods intended for incorporation into the Works in accordance with the terms of this Contract and their total value of work thereof has reached the sum referred to in Appendix, the S.O. shall at that time make the first valuation of the same.
- 28.2 Thereafter, once (or more often at the discretion of the S.O.) during the course of each succeeding month the S.O. shall make a valuation of the works properly executed and of unfixed materials and goods delivered to or adjacent to the Site, provided the total value of work properly executed and the value of unfixed materials and goods as specified in clause 28.4 hereof, delivered to the Site intended for incorporation into the Works in each subsequent valuation shall not be less than the sum referred to in Appendix.
- 28.3 Within fourteen (14) days from the date of any such valuation being made and subject to the provision mentioned in clause 28.1, the S.O. shall issue an Interim Certificate stating the amount due to the Contractor from the Government. PROVIDED THAT the signing of this Contract shall not be a condition precedent for the issue of the first Interim Certificate (and no other) so long as the Contractor has returned the Letter of Acceptance of Tender duly signed and has deposited with the S.O. or the Government the relevant insurance policies under clauses 15 and 18 hereof.
- 28.4 The amount stated as due in an Interim Certificate shall, subject to any agreement between the Parties as to payment by stages, be the estimated total value of the work properly executed and up to ninety percent (90%) of the value of the unfixed materials and goods delivered to or adjacent to the Site intended for incorporation into the permanent Works up to and including the date the valuation was made, less any payment (including advance payment) previously made paid under this Contract. PROVIDED THAT such certificate shall only include the value of the said unfixed materials and goods as and from such time as they are reasonably and properly and not prematurely delivered to or adjacent to the Site and adequately protected against weather, damage or deterioration.
- 28.5 This clause shall not apply to any unfixed materials and goods which are supplied and delivered by Nominated Suppliers for which payment shall be made for the full value of the unfixed materials and goods.
- 28.6 Within a number of days as stated in Appendix (or if none stated then within thirty (30) days of the issue of any such Interim Certificate), the Government shall make a payment to the Contractor as follows:
- (a) where the Performance Bond is in the form of a Banker's, Insurance or Finance Company Guarantee, payment shall be made on the amount certified as due to the Contractor in the said Interim Certificate; or
 - (b) where the Performance Bond is in the form of a Performance Guarantee Sum, payment of ninety percent (90%) on the amount certified as due to the Contractor shall be made with the remaining ten percent (10%) being retained by the Government as a Performance Guarantee Sum. PROVIDED THAT when the sum retained is equivalent to five percent (5%) of the Contract Sum then in any subsequent Certificate, payment shall be made on the full amount certified as due to the Contractor.

29.0 ADJUSTMENT OF CONTRACT SUM

The amount to be added to or deducted from the Contract Sum in respect of expense or loss due to fees and charges in relation to the supply of water and electricity and permanent connections to water, electricity, telephone and sewerage mains under clause 6.2, variations under clause 24, rectification of errors in Bill of Quantities under clause 26.3, fluctuation of price under clause 30, payment of P.C. Sums and Provisional Sums under clause 34, opening up work for inspection and testing of materials or goods