

12.3 Final date for placing orders

The Contractor shall place all his Orders before the date of completion of the Main Contract (exclusive of any extension thereof) or before the expiry of six (6) months after the date of acceptance of this Sub-Contract, whichever is the later. If the Contractor fails to place all his Orders before such date as the case may be, then the Nominated Supplier may refuse or agree to continue the supply and delivery of the Articles under the same terms and conditions of this Sub-Contract.

12.4 Error or ambiguity

Any error, ambiguity or discrepancy discovered in the Orders shall be referred without delay to the Contractor for modification and/or clarification.

13.0 DELIVERIES

13.1 Place of delivery

The Nominated Supplier shall deliver the Articles to be supplied under this Sub-Contract to the Site and deposit at such places of storage provided by the Main Contractor.

13.2 Certificate as to quality of Articles

When the Articles to be supplied under this Sub-Contract are delivered, the Nominated Supplier shall satisfy the Contractor and the S.O. by means of a certificate to the effect that the quality of the Articles so supplied is not in any way inferior to the approved sample or is in accordance with the Specification. The Nominated Supplier shall submit the original certificate to the S.O. No payment shall be made in respect of any of the Articles delivered which is not accompanied by such certificate.

13.3 Receipt on completion of delivery

Upon satisfactory completion of delivery of any Articles in accordance with this Sub-Contract, the Nominated Supplier shall obtain a receipt thereof from the Contractor. The issue of such receipt and the certificate mentioned in clause 13(2) above shall in no way relieve the Nominated Supplier from his responsibility for removing and replacing defective or damaged Articles under clause 10 hereof.

14.0 PAYMENT TO NOMINATED SUPPLIER

14.1 Payment to Nominated Supplier

Subject to clause 14 (3) hereof, the amount certified as due to the Nominated Supplier in any Interim Certificate issued by the S.O. in accordance with the relevant provisions in the Main Contract shall within the period for honouring payment certificate stipulated in the Main Contract be paid by the Government direct to the Nominated Supplier. Nothing in this clause nor anything else contained in this Sub-Contract shall render the Government in any way liable to the Nominated Supplier.

14.2 Payment shall not be construed as evidence of quality

No payment shall be considered as evidence of the quality of any Articles to which such payment relates nor shall it relieve the Nominated Supplier from his responsibilities under clause 10 hereof.