

- (b) give instruction to the Contractor specifying all defective works which are required to be completed by the Contractor before the issuance of the Certificate of Practical Completion.
- 39.4 If the S.O. has given instruction pursuant to clause 39.3(b), no Certificate of Practical Completion shall be issued to the Contractor until the Contractor has effectively carried out the remedial work within reasonable period to the satisfaction of the S.O.
- 39.5 The Works shall not be regarded as practically complete unless it has fulfilled the following:
 - (a) the Works have been completed in accordance with the terms and conditions of this Contract;
 - (b) the Government can have full, proper and beneficial use of the Works for their intended purpose, notwithstanding that there may be works of a very minor defects PROVIDED THAT such works do not prevent or diminish the full, proper and beneficial use as aforesaid;
 - (c) the Works have passed any commissioning tests required in the Contract Document;
 - (d) the Works shall be made available to the Government in a condition fit for occupation; and
 - (e) all the essential services, including access roads, landscape, car parks, drains, sanitary, water and electricity installation, fire hydrant, sewerage and refuse disposal equipment and fire lifts specified in this Contract.
- 39.6 When the whole of the Works have reached practical completion to the satisfaction of the S.O., the date of such completion shall be certified by him and such date shall be the date of the commencement of the Defects Liability Period as provided in clause 48 hereof.

40.0 DAMAGES FOR NON-COMPLETION

- 40.1 If the Contractor fails to complete the Works by the Date for Completion or within any extended time granted pursuant to clause 43, the S.O. shall issue a Certificate of Non-Completion to the Contractor. Prior to the issuance of the Certificate of Non-Completion, the S.O. shall issue a notice to the Contractor informing the Contractor the intention of the Government to impose Liquidated and Ascertained Damages to the Contractor if the Contractor fails to complete the Works by the Date for Completion or within any extended time granted.
- 40.2 Upon the issuance of the Certificate of Non-Completion, the Government shall be entitled to recover from the Contractor Liquidated and Ascertained Damages calculated at the rate stated in Appendix from the period of the issuance of the Certificate of Non-Completion to the date of issuance of Certificate of Practical Completion or the date of termination of this Contract. The S.O. may deduct such damages from any money due or to become due to the Contractor failing which such damages shall be recovered from the Performance Bond or as a debt due from the Contractor. The S.O. shall inform the Contractor in writing of such deduction.

41.0 SECTIONAL COMPLETION

- 41.1 Where different completion dates for different sections or parts of the Works are stated and identified in Appendix or elsewhere in the Contract Documents and different and separate