

contractors (Form PWD 203N7) or for Nominated Suppliers (Form PWD 203P7), as the case may be.

59.3 If pursuant to clause 59.2, the Contractor is not required to enter into a sub-contract with a Nominated Sub-contractor or Nominated Supplier, as the case may be, the S.O. shall do one or more of the following:

- (a) nominate an alternative sub-contractor or supplier, as the case may be, in which case clause 59.2 hereof shall apply;
- (b) by order under clause 24 vary the Works or the work or services, materials or goods, the subject of the Prime Cost Sums or Provisional Sum as aforesaid, including if necessary the omission of any such work or services, materials or goods so that they may be provided by workmen, contractors or suppliers, as the case may be, employed by the Government either concurrently with the Works or at some other date in which case the Contractor shall not be entitled to claim for any losses therefrom; or
- (c) in accordance with clause 34.4 arrange for the Contractor to execute such work or services, or to supply such materials or goods.

#### **60.0 PAYMENT TO NOMINATED SUB-CONTRACTOR OR SUPPLIER**

60.1 The S.O. in issuing Interim Certificates under clause 28 or the Final Certificate under clause 31 hereof shall state separately the amount of interim or final payment due to each Nominated Sub-Contractors or Suppliers which amount subject to clause 60.2 hereof, shall be paid by the Government direct to the Nominated Sub-contractors or Suppliers. The amount paid by the Government direct to the Nominated Sub-contractors or Suppliers shall be deemed to be a payment to the Contractor by the Government under and by virtue of this Contract.

60.2 Subject to the relevant provisions in the sub-contract (Form PWD 203N or Form PWD 203P as the case may be), the Contractor shall be entitled to be paid and the Government may pay to the Contractor out of any money otherwise due to a Nominated Sub-contractors or Suppliers:

- (a) any amount which the Government or the S.O. on its behalf in exercise of any rights under this Contract has deducted from any money due to the Contractor and such deduction is in respect of some act or default solely of the Nominated Sub-contractors or Suppliers, his servants or agents;
- (b) any amount agreed by the Nominated Sub-Contractor or Suppliers as due to the Contractor, or any amount awarded in arbitration or litigation in favour of the Contractor which arises out of or under the sub-contract; and
- (c) the amount of any claim for loss and/or expense actually incurred by the Contractor by reason of any breach or failure to observe the provisions of the sub-contract by the Nominated Sub-contractors or Suppliers under the sub-contract.

60.3 Any amount paid to the Contractor in accordance with this clause shall be deemed to be a payment to the Nominated and/or Sub-Contractors or Suppliers under the sub-contract.

#### **61.0 NO LIABILITY OF GOVERNMENT TO NOMINATED AND/OR SUB-CONTRACTOR OR SUPPLIER**

Nothing in clauses 59 or 60 or anything else contained in this Contract shall render the Government in any way liable to any Nominated and/or Sub-Contractor or Supplier.