

- (ii) the Government shall –
 - (A) call upon the Performance Bond or forfeit the Performance Guarantee Sum;
 - (B) enter and repossess the Site;
 - (C) be entitled to carry out and complete the Works on its own or employ any other person to carry out and complete the Works; and
 - (D) be entitled to claim against the Contractor for any losses, costs, expenses and damages suffered as a result of termination of this Contract in the manner provided under clause 55.
- (iii) Nothing in clause 51.1 or anything else contained in this Contract shall render the Government in any way liable for payments upon termination.

51.2 General Default

(a) Events of Default

If at any time during the Contract Period-

- (i) the Contractor becomes bankrupt;
- (ii) the Contractor becomes insolvent or compounds with or enters into an arrangements or compositions with its creditors;
- (iii) an order is made or resolution is effectively passed for the winding-up of the Contractor (except for the purpose of restructuring or amalgamation with the written consent of the Government, which consent shall not be unreasonably withheld);
- (iv) a provisional liquidator, receiver or manager of its business or undertaking duly appointed, or possession taken by or on behalf of creditors or debenture holders secured by a floating charge of any property comprised in or subject of the floating charge; or
- (v) execution is levied against a substantial portion of the Contractor's assets,

then the Government shall have the right to terminate this Contract forthwith by giving notice to that effect.

(b) Consequences of Termination

- (i) In the event the termination of this Contract under clause 51.2 takes place, clauses 51.1(c)(i) and 51.1(c)(ii) shall apply.
- (ii) Nothing in clause 51.2 or anything else contained in this Contract shall render the Government in any way liable for payments upon termination.