

32.2 Termination

If the Nominated Sub-Contractor fails to remedy the breach within such period, the Contractor shall have the right to forthwith terminate this Sub-Contract by giving a written notice to that effect unless S.O. give prior written approval.

32.3 Consequences of Termination

- (a) If this Sub-Contract is terminated under Clause 32(1) –
 - (i) the Nominated Sub-Contractor shall forthwith cease all operations of the Sub-Contract Works;
 - (ii) the Nominated Sub-Contractor shall remove his personnel and workmen from the Site;
 - (iii) the Nominated Sub-Contractor shall immediately vacate the Site and leave all temporary buildings, plants, tools, equipment, goods and unfixed materials and goods delivered on Site for use in the Sub-Contract Works on the Site save only such as he may be specifically directed by the Contractor to remove therefrom;
 - (iv) the Contractor may, with the written consent of the S.O., employ and pay another sub-contractor or other persons to carry out and complete the Sub-Contract Works or himself undertake to do so and use all plants, tools equipment, materials and goods delivered on Site for use in the Sub-Contract Works and may purchase all materials and goods necessary for the carrying out and completion of the Sub-Contract Works;
 - (v) no further payment shall be made to the Nominated Sub-Contractor including payments which have been previously certified but not yet paid, until after the completion of the Sub-Contract. The Contractor shall only be liable to the Nominated Sub-Contractor for the value of any work actually and properly executed and not paid for at the date of such termination, and for the value of any unfixed materials and goods delivered on the Site for use in the Sub-Contract Works, the property in which has passed to the Government under the terms of the Main Contract and for no other sum or sums whatsoever; and
 - (vi) the Contractor shall have the right to deduct or set off against any amount due or which may become due to the Nominated Sub-Contractor or to recover as debt from the Nominated Sub-Contractor the amount of damage suffered and/or of loss and expense including any extra expense in the completion of the Sub-Contract Works incurred by him by reason of the termination of the employment of the Nominated Sub-Contractor under this Sub-Contract.

32.4 General Default

- (a) If at any time during the contract period,
 - (i) the Nominated Sub-Contractor commits an act of bankruptcy;
 - (ii) the Nominated Sub-Contractor becomes insolvent or compounds with or makes arrangement with his creditors;