

52.0 TERMINATION ON NATIONAL INTEREST

52.1 Termination

- (a) Notwithstanding any provision of this Contract, the Government may terminate this Contract by giving not less than thirty (30) days written notice to that effect to the Contractor (without any obligation to give any reason thereof) if the Government considers that such termination is necessary for national interest, national policy or national security.
- (b) For the purpose of this clause, what constitutes “national interest”, “national policy” and “national security”, shall be solely made and determined by the Government and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

52.2 Consequences of Termination

Upon such termination of this Contract under clause 52.1-

- (a) payment obligations including all costs and expenditure incurred by the Government and the Contractor shall be ascertained in accordance with clause 54; and
- (b) clause 51.1(c)(i) and clause 51.1(c)(ii)(B) and (C) shall apply.

53.0 TERMINATION ON CORRUPTION

53.1 Termination

- (a) If the Contractor, its personnel, servants, agents, employees, or any of its sub-contractors, gives or offers to give to any person any bribe, gift, gratuity or commission as and inducement or reward –
 - (i) for doing or forbearing to do any action in relation to the Contract or in any other Contract with the Government; or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government,

then (the officer named in Appendix) shall be entitled to forthwith terminate this Contract at any time by giving written notice to that effect to the Contractor.

(b) Consequences of Termination

Upon such termination under sub-clause (a)-

- (i) the Government shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Government arising from such termination;
- (ii) clauses 51.1(c)(i) and (ii) shall apply; and
- (iii) nothing in clause 53 or anything else contained in this Contract shall render the Government in any way liable for payments upon termination.