

50.2 Extension of Time

If the Contractor suffers delay and/or incurs expenses in complying with the instruction under clause 50.1(a), and in resumption of the Works, and if such delay and/or expenses was not foreseeable by the Contractor, the Contractor shall give notice for extension of time under clause 43 and the provisions thereof shall apply accordingly. PROVIDED THAT the Contractor shall not be entitled to such extension if the suspension is due to a cause attributable to the Contractor and he shall not be entitled to payment of loss and expense if he –

- (a) fails to take measures specified in clause 50.1(b); and
- (b) fails to take all necessary action to mitigate the expenses incurred.

In the event such suspension shall continue for a period exceeding twelve (12) months, the Parties shall then discuss whether to mutually terminate the Contract or suspend the Works for a further period.

50.3 Consequences of Mutual Termination

- (a) If the Contract is mutually terminated under this clause-
 - (i) clause 51.1(c)(i) shall be applicable; and
 - (ii) payment obligations including all costs and expenditure incurred by the Government and the Contractor shall be ascertained in accordance with clause 54.

51.0 EVENTS AND CONSEQUENCES OF DEFAULT BY THE CONTRACTOR

51.1 Default of Obligations

(a) Events of Default

In the event the Contractor -

- (i) fails to commence works at the Site within two (2) weeks after the Date for Possession;
- (ii) suspends or abandons the carrying out of the Works or any part thereof before the Date of Completion;
- (iii) fails to proceed regularly and diligently with the performance of his obligations under the Contract;
- (iv) fails to execute the Works in accordance with the Contract;
- (v) persistently neglects to carry out his obligations under the Contract;
- (vi) refuses or persistently neglects to comply with a written notice from the S.O. in relation to any defective work or equipment, materials or goods which are defective or do not meet the requirements of the Contract;
- (vii) fails to comply with the provisions of clause 47; or
- (viii) fails to comply with any terms and conditions of this Contract,

then the officer named in Appendix shall give written notice to the Contractor specifying the default, and requiring the Contractor to remedy such default within fourteen (14) days of the receipt of the default notice or any period determined by the officer named in Appendix.