

- (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.