

(b) **Termination**

If the Contractor fails to remedy the breach within such period, the Officer shall have the right to forthwith terminate this Contract by giving a written notice to that effect.

(c) **Consequences of Termination**

If this Agreement is terminated under clause 51.1(b) -

- (i) the Contractor shall -
    - (A) forthwith cease all operations of the Works;
    - (B) carry out any protection works so as to secure the Site, equipment, goods, materials therein against any deterioration, loss or damage and to do all things necessary so as to leave the Site in a clean and tidy condition;
    - (C) remove its personnel and workmen from the Site;
    - (D) vacate the Site within the time stipulated by the S.O., remove all temporary buildings, plant, tools, equipment, goods and unfixed materials which have not been paid by the Government, as specified by the S.O. Failing which, the Government may (but without being responsible for any loss or damage) remove and sell any such property belonging to the Contractor, holding the proceeds, less all cost incurred, to the credit of the Contractor;
    - (E) either -
      - (aa) terminate all third party contracts entered into by the Contractor for the purposes of this Contract;
      - (bb) assign to the Government, if so required by the S.O., at no cost or expense to the Government, the benefit of any agreement for the supply of materials or goods and/or for the execution of any work or services for the purposes of this Contract; or
      - (cc) allow such third party to enter into a contract with the Government or any person deemed necessary by the Government for the purpose of completing the Works;
- PROVIDED THAT the Government shall not be obliged to pay any third party for any materials or goods delivered or any work executed or services for the purposes of this Contract (whether before or after the date of termination) for which the Government has paid but the Contractor has failed to make payment to the third party;
- (F) at no cost to the Government, hand over to the Government all plans, designs, specification and other relevant documents relating to the Works;
  - (G) pay to the Government for any losses and damages as a result of termination of this Contract in the manner provided under clause 55; and
  - (H) not be released from any of its obligations under the Contract.