

ARTICLE 13 – INSURANCE AND OTHER CONDITIONS

The CONTRACTOR, shall take cognizance of the provisions of the other contract documents especially for the Contractor's responsibilities and liabilities on materials, workmanship and property as stipulated in the General Conditions within fifteen (15) days after signing the Contract, the CONTRACTOR shall submit the Certificate of Insurance to protect him against claims for damages for personal injury including death and claims for damages of owner's property and adjoining properties which may arise from operation under this contract, subject to the approval of the OWNER as to the adequacy of protection and reliability of insurance company. The Government shall not be liable for any claims for damages of property and adjoining property which may arise from operations under this contract.

ARTICLE 14 – ASSIGNMENT AND SUBCONTRACT

The CONTRACTOR agrees that the contract shall not be assigned, transferred, pledged, subcontracted or make any other disposition of the contract or any part of interest therein except with the approval of the OWNER. Approval of the subcontract shall not relieve the main contractor from any liability or obligations under the CONTRACTOR'S contract with the OWNER nor shall it create any contractual relation between the subcontractor and the OWNER.

ARTICLE 15 – TERMINATION OF CONTRACT

To ensure timely and effective remedial steps in response to delays in project implementations, the OWNER or his duly authorized representative shall undertake the following calibrated actions whenever contracts for infrastructure projects reach the level of Negative slippage or 5% ("Early Warning" Stage)

The CONTRACTOR shall be given a warning and required to submit a "Catch-up" program to eliminate the slippage. The OWNER of his duly authorized representative shall provide enough supervision and monitoring of the work.

Negative slippage 10% ("TCU" Stage)

The CONTRACTOR shall be given a second warning and required to submit a detailed action on a program on a fortnightly (two weeks) basis which commits him to accelerate the work and accomplish specific physical targets which will reduce the slippage over a defined input resources – money, manpower, materials, machines and management – which he should mobilize for this action program. The OWNER of his duly authorized representative shall exercise closer supervision and meet the CONTRACTOR every week to evaluate the progress of work and resolve any problems and bottlenecks.