

Subcontracting (a) The Contractor shall not subcontract the whole of the Works. If the Contractor fails 1.2 to comply with this Clause 17.2(e) upon repeated request from the Employer or the Engineer, the Employer may elect (at its sole discretion) to pay part or all of the Subcontractor's Dues directly to the Subcontractor in which case direct payment by the Employer to the Subcontractor shall operate to discharge the Employer from the corresponding payment obligation which the Employer would otherwise have had towards the Contractor under the Contract. (e) Where any application for an Interim Certificate includes any payment in respect of work done and/or Plant or Materials provided by any Subcontractor, the Employer or the Engineer may require the Contractor to provide with such application reasonable evidence that all amounts due for such Subcontractor's work, Plant and/or Materials (less applicable deductions for retention or otherwise), have been paid to the Subcontractor, or that the Contractor had reasonable cause for withholding or refusing to pay any such amounts to the Subcontractor (and accordingly notified such Subcontractor in writing). (c) The Contractor shall maintain, and upon request provide to the Employer or the Engineer (as the case may be), complete, accurate and up to date records relating to all subcontracts and dealings with Subcontractors, including, without limitation, originals of the signed subcontract, payment applications and certificates, and taking-over/completion certificates. Such consent will be at the Employer's absolute discretion and in any event subject to prequalification of any proposed Subcontractor in accordance with Employer's criteria and policies. The Contractor may, with a prior written consent of the Employer, appoint Subcontractors for a part of the .Works