

SCOPE OF WORK

C3.1 Contractor's works Information

1 Description of the works

Employer's objectives and purpose of the works

The Supply, Design ,Transportation, Erection and Dismantling of Scaffolding for ERI Construction Services, Cabling in Mpumalanga Province on various Power Stations on a as and when needed basis

1.1 Employer's objectives and purpose of the works

As a result of the measuring demand for electricity in South Africa, the Employer has decided to upgrade maintain and increase its electricity generation capacity.

Accordingly, the Employer intends to execute works which may be dependent on scaffolding structures being erected from time to time at the various power stations throughout Mpumalanga. The Power Stations are

- a. Arnot Power Station situated in Mpumalanga
- b. Camden Power Station situated in Ermelo in Mpumalanga
- c. Duvha Power Station situated in Witbank in Mpumalanga
- d. Kendal Power Station situated outside Witbank in Mpumalanga
- e. Komati Power Station situated outside Witbank in Mpumalanga
- f. Kriel Power Station situated outside Witbank in Mpumalanga
- g. Kusile Power Station situated outside Witbank in Mpumalanga
- h. Majuba Power Station situated outside Volksrust in Mpumalanga
- i. Matla Power Station situated outside Witbank in Mpumalanga
- j. Tutuka Power Station situated outside Standerton in Mpumalanga
- k. ERI TGS Matla Workshop situated outside Witbank in Mpumalanga

1.2 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits
EIA	Environmental Impact Analysis
ROD	Record of Decision
CEMP	Construction Environmental Management Plan
EN	Exceptions Noted
SANS	South African National Standards
ASGI-SA	SD&L

2 Management and start up.

2.1 Management meetings

Regular meetings of a general nature may be convened and is chaired by the *Contractor* or *Supervisor* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events,	To be determined	<i>Contractor's office</i>	<i>Project Manager and or Supervisor, Sub-contractor and Others as required</i>
Overall contract progress and feedback	As required	<i>Contractor's or Sub-contractor's office</i>	<i>Project Manager and or Supervisor, Sub-contractor and Others as required</i>
Risk Assessment Meetings	As Required	<i>Contractor's or Sub-contractor's office</i>	<i>Project Manager, Sub-contractor and Others as required</i>
Safety Representative meeting	To be determined	<i>Contractor's office</i>	<i>Project Manager and or Supervisor, Sub-contractor and Others as required</i>
Site (Kick Off) meeting	Before the Sub=contractor's Site Establishment after official contract is placed	<i>Venue to be determined by the Project Manager</i>	<i>Project Manager, Sub-contractor and Others as required</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Reference is made to the Appendix: *Employer's Policies and Procedures*; Programme, Progress Reporting & Meeting Requirements; Section 4: In particular Parts 2 and 4

Documentation control

Reference is made to the Annexures:

- *Employer's Policies and Procedures*; Document Management & Communication, Section 4: in particular Part 3

2.3 Health and Safety Risk Management

The *Sub-contractor* complies with the health and safety requirements contained in Annexures to C4: Site Information:

- *Employer's* Policies and Procedures; Section 4: in particular Parts 2 and 4,
- Procedure Manual to manage HSE incidents: 32-95
- The *Sub-contractor* complies with ERI's Safety, Health and Environmental specifications
- The *sub-contractor* procedure for managing occupational health and safety hazards and risks: risk assessment procedure 32-520
- Other related procedures in the annexures.
 - Method statements containing sufficient detailed information to demonstrate compliance to the schedule. The detailed information is required as follows:
 - Technical ability and Track Record to Execute Works
 - Safety Performance Statistics over previous 5 years for similar size projects
 - Environmental Performance Statistics over previous 5 years for similar size projects
 - Method Statements detailing the manner in which the *Sub-contractor* will comply with SHE Requirements
 - Safety Management Systems for tasks involved in such a project
 - Signed and dated SHE Policy
 - Roles and Responsibilities including man job specifications and medical records
 - Eskom RoteK Industries Cabling Fall Protection Plan: PL-KS-P20-02
 - Examples of persons who would be nominated for the following positions including CV's demonstrating competencies for such roles:
 - 16(2) as per OHS Act
 - 8(1) as per Construction Regulations
 - 8(5) as per Construction Regulations
 - Hazard Identification Risk Assessment for such a project
 - Environmental aspect and impact identification for such a project

2.4 Environmental constraints and management

The *Sub-contractor* complies with the environmental criteria and constraints stated in the Annexures:

- 12/12/20/807 Power Station Environmental Authorisation
- Annexure D - Standard Environmental Specification

- EH&S Incident Management: 32-95 for managing incidents
- *Employer's Policies and Procedures; Environmental Management Plan; Section 4: Parts 9 and 10*
- The *Sub-contractor* complies with ERI's Safety, Health and Environmental specifications
- The *Sub-contractor* adheres to ERI's Environmental Management System that meets the requirements of the Code of Practice for Environmental Management Systems (EMS), ISO 14001:2015
- The relevant Environmental Management Programmes (EMP's) and Aspects on the Environmental Management System (EMS) database is continually updated
- The *Sub-contractor* complies with all relevant environmental legislation, as detailed in the latest version of ERI's Legal Register
- The *Sub-contractor* complies with all operational procedures that include environmental requirements, relevant to the Works Information or Scope of this contract.
- The *Sub-contractor* complies with any new environmental requirements, relevant to the Works Information or Scope that may come into effect as part of ERI's Environmental Management System during the duration of this contract.
- The *Sub-contractor* ensures representation at Environmental meetings that may require input for the updating of the EMS as well as training on an ad-hoc basis.

2.5 Quality assurance requirements

2.5.1 General

The *Sub-contractor* complies with the Eskom Quality Requirements Standards.

- a) The *Sub-contractor* comply with the *Employer's* quality requirements including those listed in the *Employers* specification document called "Supplier Contract Quality Requirements" number QM58.
- b) Certification to ISO 9001 is a mandatory requirement for this contract. The *Sub-contractor* uses the QMS for all phases of the Project. The *Sub-contractor* provides evidence of a fully implemented QMS within its own organisation. The *Contractor* may at his sole discretion carry out an audit on any supplier; sub-supplier's or subcontractor's QMS for acceptance.

2.5.2 Quality Management documents requirements

The *Sub-contractor* submits the following documents, within 30 days of the Contract Date, to the *Contractor* for review and acceptance prior to the commencement of work

The *Contractor* will supply the *Contractor* with a CQP which will detail the *Sub-contractor's* organisation, quality assurance and quality control procedures within that organisation specific to this project. The CQP must be aligned to, and reference ISO 10005:2005 QMS, guidelines for quality plans and in compliance with the guideline in QM 58.

The *Sub-contractor* conforms to the Quality Management requirements as per ISO 9001 and the Eskom Supplier Contract Quality Requirements Specification (QM 58). The *Sub-contractor* must submit documentation as stipulated in QM58, that is,

- 1) **documents to be submitted during tender stage (3.2.1 and 3.3.3 of QM58)**
- 2) **documents to be submitted 30 Days of Contract Award (4 of QM58)**

- 3) **documents to be submitted during execution of the contract (4 of QM 58) and**
- 4) **documents to be submitted on completion of the contract (4 of QM58).**

The *Sub-contractor* develops a QCP which makes reference to the *Sub-contractor's* QMS Procedures to be used in this Contract:-

- a) The *Sub-contractor's* QMS compliance with the requirements of ISO 9001
- b) *Sub-contractor's* quality manual
- c) *Sub-contractor's* quality procedures
- d) *Sub-contractor's* quality forms and work instructions
- e) *Sub-contractor's* quality system documents referenced in this Works Information

The *Sub-contractor* supplies the *Contractor* with a QCP or ITP for review and acceptance. The *Sub-contractor* supplies the *Contractor* with a detailed contract organogram showing the quality personnel to be used in the Contract. The *Sub-contractor* provides CVs of the quality management employees who will be responsible for quality on site.

Quality Management employee's responsibilities include but are not limited to the following:

- a) Implementation of the QMS on site
- b) Administration of QA/QC systems on site
- c) Verification of approval status of *Sub-contractor's* QCP and procedures
- d) On-and -offsite inspections
- e) Co-ordination, inspection and verification of the *Employer's* intervention points
- f) Review of *Sub-contractor* testing and inspection documents (procedures, test results)
- g) Weekly and monthly progress reporting on quality performance

The *Sub-contractor* submits as a minimum the following documents, as required by the *Contractor*, which requirement does not constitute a compensation event, during the execution of the Works:-

- a) Updated QCP register
- b) Inspection notifications accompanied by their inspection report
- c) Non-conformance and Defects registers and reports
- d) Method statements
- e) Updated Site and off site inspection schedules.
- f) Inspection and or FAT dates.
- g) Inspections completed / outstanding.
- h) Inspection and test reports
- i) Weekly and monthly contract quality progress report
- j) Data books for the completed Works, before commissioning can commence (refer to the databook specification)

2.5.3 Quality Responsibility

- a) The *Sub-contractor* is accountable for the quality of the output and liable for any failures.
- b) The *Sub-contractor* is responsible for defining the level of intervention of QA/QC or inspections. These are in line with the *Employers* requirements.

- c) The *Sub-contractor* is responsible for defining the level of intervention of QA/QC or inspections to be imposed on his sub-contractor, suppliers and sub-suppliers and must ensure that these are in line with the *Employer's* requirements.
- d) The intervention requirements take into consideration the criticality of the Plant and Material.
- e) The interventions points include all witness, hold, verification, surveillances and review points required by the *Employer*. The *Contractor's* failure to allow the intervention points will constitute a non-conformance. (Refer to section 2.5.4 below).

2.5.4 Inspections

- a) The *Sub-contractor* is responsible for the inspection of all the Works that is performed and the *Contractor* only verifies that the Works is conducted as per the Contract and agreed work instructions
- b) The *Sub-contractor* drafts a QCP or ITP which shows each activity from the Works Information and submits to the *Employer* for acceptance.
- c) The *Sub-contractor* conducts all inspections in accordance with the accepted QCP / ITP.
- d) The *sub-contractor* provides suitably qualified personnel to conduct on-and-offsite inspections
- e) The *Sub-contractor* ensures that all Works are inspected and approved before the *Contractor* is invited for verification.
- f) The *Sub-contractor* provides a minimum of 14 working days' notice for local inspections and 21 working days' notice for foreign inspections. The notice contains copies of the *Sub-contractor's* inspection reports.

Damages as a result of the *Sub-contractor's* failure to comply with the inspection requirements as specified in this section is borne by the *Sub-contractor* and no compensation event will arise out of this.

2.5.5 Non Conformances and Defects

Where NCs and Defect notifications are issued, the *Sub-contractor* acknowledges receipt within two (2) working days and proposes corrective and preventive actions to the *Contractor* within 14 days. The corrective and preventive actions will include the implementation and completion dates. Progress on all NCs and Defect notifications issued to the *Sub-contractor* must be reported to the *Employer* on weekly basis.

- a) The *Sub-contractor's* quality manager keeps a register of all NC and Defect notifications issued
- b) Deviations from the Contract are treated as a non-conformance.
- c) Records of NCs and Defect notifications are kept and form part of the data book records.

To ensure reduction of non-conformances, the *Contractor* will implement a penalty to the value of R50 000.00 for every five (5) NCs issued during the contract period.

During the contract execution phase, the *Sun-contractor* will be monitored by the *Contractor* for performance on quality related aspects. The monitoring will be in the form of audits and assessments. The quality department will be involved in every assessment to ensure that all NCs and Defects raised are closed or the necessary penalties are implemented as stipulated above.

2.5.6 Quality Reporting

The *Sub-contractor* submits a monthly quality report, on the last working day of the month. The report includes but not limited to the following:

- a) A register of NCRs and defects
- b) Updated QCP / ITP register
- c) QA monthly report summary

- d) Planned and completed local and foreign inspection dates
- e) Completed and outstanding Inspections
- f) Audit findings report

2.5.7 Preservation, shipping and transportation to be addressed

The *Sub-contractor* is responsible for ensuring that all products are preserved in their appropriate manner as described in their specifications or in Eskom preservation, shipping and transportation procedures as applicable. The *Sub-contractor* submits the preservation, shipping and transportation procedures to the *Contractor* for review and acceptance. The *Contractor* may choose to witness the packaging, loading and offloading of the products depending on their criticality, this will be indicated in the intervention points on the QCP / ITP document.

The *Sub-contractor* ensures that all storage requirements for products are properly implemented to preserve the products against adverse conditions, deterioration, damages, etc. Storage and preservation procedures for the different products are submitted to the *Contractor* for review and acceptance. The *Contractor* may request to inspect the stored products at any given point during the storage period of the product.

Requirements for preservation, shipping and transportation are addressed in QM 58.

2.6 Sub-Contractor's management, supervision and key people

Reference is made to the Annexure:

Employer's Policies and Procedures; Section 4: Parts 1 to 11

- Resource usage histogram.
- Organogram indicating the *Sub-contractor* proposed structure for the execution of the Works.
- VDSS provision and must be consistent with tender programme.
- Completed Ground Area Requirement (Section 4 - Part 5) From [IA-2/2A]
- Completed Water Requirement (Section 4 - Part 5) From [IA-2/1B]
- Completed Electric Power Requirement (Section 4 - Part 5) From [IA-2/1C]
- Completed Accommodation Requirement (Section 4 - Part 6.2) From [IA-2/1A]

2.7 Invoicing and payment

Reference is made to the Annexure:

- *Employer's Policies and Procedures; Section 4:*

Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Sub-contractor* provides the *Contractor* with a tax invoice showing the amount due for payment equal to that stated in the *Sub-contractor's* payment certificate.

It is the responsibility of the *Sub-contractor* to ensure that the invoices are sent electronically to Accounts Payable at invoiceserilocal85@eskom.co.za, and a copy must also be sent to the *Contractor's* Commercial Department

- Name and address of the *Sub-contractor* and the *Contractor's Project Manager*;

- The contract number and title;
- *Sub-contractor's* VAT registration number;
- The *Contractor's* VAT registration number - 4330186330
- Description of service provided for each item invoiced based on the BOQ;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.

2.8 Forecast Rate of Invoice (FRI)

The Sub-contractor should provide an FRI on a monthly basis

2.9 Insurance Provided by the Employer

Refer Contract data 84.1

2.10 Contract Change Management

Each change/compensation event (whether positive or negative) is submitted, using the same format as is used for assessments. The change indicates resources used, the quantity, the actual cost for the resources, the time impact and the percentage fee for the said resource.

Each change/compensation event has a unique number and has the date of submission on it and is submitted to the Project Manager for assessment.

2.11 Records of Defined Cost, payments and assessments of Compensation Events to be kept by the Sub-contractor

Monthly assessments, Compensation Events are kept until the Final certificate is issued.

2.12 Training workshops and technology transfer

Reference is made to the Annexures:

- *Employer's* Policies and Procedures, Section 4:
- *Employer's* Skills development policy and,
- other relevant annexures referred to in C4: Site Information
- For HSE mandatory training requirements – refer to the SHE Specification Document; reference 203 - 54671

The *Sub-contractor* refers to the Attachment: *Sub-contractor's* General SD&L Requirements; Section 1.5, and proposes to give experiential training to engineers in training as per the guidelines.

The *Sub-contractor* submits the implementation plan days 21 days after signing the contract.

The *Sub-contractor* submits SD and L reports on a monthly and quarterly basis demonstrating the progress made on SD and L.

The *Sub-contractor* reports on the available business opportunities

2.13 Transports to Site

Transport to site will be provided by the *Contractor*

3 Procurement

3.1 People

3.1.1 Minimum requirements of people employed on the Site

The *Sub-contractor* to provide CVs indicating experience and qualification which will be approved by the *Employer*; if any employee of the *Sub-contractor* is found to be unsuitable for the position, he will be released from site

The *Sub-contractor* refers to Annexures:

- *Employer's Policies and Procedures; Induction; Section 4: Part 1*
- *Employer's Policies and Procedures; Section 4: in particular Parts 4 and 6*
- *Employer's Substance Abuse Policy; 9th April 2014*
- *Employer's Project Labour Agreement, 29th February 2012; Appendix1 to Addendum 1*
- *Employer's Site Specific Agreement, 5 June 2014*
- *Employer's Dispute Resolution Procedure, 5 June 2014*
- *Employer's Communication Policy 5th April 2014*
- *Employer's Duties of the PERM 8th April 2014*
- *Employer's HR and IR Policy Directive 3rd April 2014*
- *Employer's Organisational Rights Policy 7 April 2014*
- *Employer's Productivity Policy 6th April 2014*
- *Employer's Remuneration Policy 11th April 2014*
- *Employer's Skills Development Procedure 14th April 2014*
- *Employer's Substance abuse policy 9th April 2014*
- *Employer's Transport Policy 10th April 2014*

And other related Annexures referred to in C4; Site Information.

3.1.2 Site Specific Agreement (SSA)

The Subcontractor must adhere to the Site Specific Agreement (SSA) (attached).

3.2 SUPPLIER DEVELOPMENT AND LOCALISATION

Refer to Annexures J and K which are attached

4 Construction

4.1 Temporary works, Site services & construction constraints

4.1.1 *Employer's* Site entry and security control, permits, and Site regulations

The *Sub-contractor* refers to Annexures:

- *Employer's* Policies and Procedures; Induction; Section 4: in particular Parts 1 and 4
- *Employer's* Substance Abuse Procedure; Document Identifier 32-37

And other related Annexures referred to in C4; Site Information.

The *Sub-contractor* complies with all requirements contained in ERI's Safety, Health and Environmental Specifications

The *Sub-contractor* supplies the *Project Manager* with daily updated copies of:

- Permit To Work
- Access permits
- Excavation permits
- Workers Register
- Daily Toolbox Talks
- Daily Planned Job Observations for critical tasks
- Daily risk Assessments
- Method Statements

No work commences without:

The *Employer* issuing permits to work or ensuring that all isolations have been done, if required.

- The *Sub-contractor* submits an updated SHEQ files as per statutory requirements. Without an updated file no work may commence. (To be kept by the SHEQ Department of the *Contractor* with a copy for the *Employer*)
- All the relevant SHEQ Compliance Requirements in the Sub-contractor's SHEQ File being completed signed and approved.

- All requirements from the OHS Act 85 of 1993 as amended including and regulations being met.
- The *Sub-contractor* attends the compulsory SHEQ induction course for *Contractors* at the various Power Stations
- The *Sub-contractor* has his own Authorised Supervisor, Hot Work Monitor, Fire Watch, etc in place, where required.
- The required permits to work have been taken out.
- All required Method Statements and Issue Based Risk Assessments have been approved.
- The QITP (Quality Management Plans) in place and approved.
- The *Project Manager* approves all equipment prior to construction.
- The *Sub-contractor* makes use of his own secure storage space for any equipment. If required, very large equipment is only to be stored in an area approved by the *Project Manager*.
- *Sub-contractor* takes additional fire prevention precautions.

4.1.2 Restrictions to access on Site, roads, walkways and barricades

The *Sub-contractor* refers to Annexures:

- *Employer's Policies and Procedures; Section 4; in particular Part 4,*
- Barricading Standard: Unique Identifier 203-42301
- *Employer's Trench and Excavation Procedure; Unique Identifier 203-13626; Rev4,*
- Other related standards and procedures attached

4.1.3 People restrictions on Site; hours of work, conduct and records

The *Sub-contractor* refers to Annexures:

- Platform Scope of Works: Unique Identifier: 203-83509
- *Employer's Site Specific agreement (SSA)*
- *Project agreement (PA)*
- *Employer's Policies and Procedures; Induction; Section 4: Part 1, and,*
- *Employer's Policies and Procedures; Project Site Regulations and General requirements, Section 4; Part 4,*
- Other related standards and procedures attached

4.1.4 Health and safety facilities on Site

The *Sub-contractor* refers to Annexures:

- *Employer's Policies and Procedures*; Section 4: in particular Parts 4, 5 and 6, and
- Other related standards and procedures attached
- Remote canteens

And other related Annexures referred to in C4; Site Information.

The *Sub-contractor* provides everything else necessary for providing the Works not catered for in these annexures

4.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest

The *Sub-contractor* refers to Annexures:

- *Employer's Policies and Procedures*; Section 4: in particular Parts 4, 5 and 6, and
- Other related standards and procedures attached

4.1.6 Title to materials from demolition and excavation

The *Sub-Contractor* has no title to materials from excavation and demolition

4.1.7 Sub-Contractor's Equipment

- The *Sub-Contractor* supplies, install, properly maintain and remove all temporary construction facilities and utilities necessary for the complete performance of the *Works*.
- The *Sub-contractor* supplies any special tools required for the type of work to be undertaken.
- The *Sub-contractor* supplies Certificates of Compliance for all electrical distribution panels used.
- The *Sub-contractor* supplies sufficient cabling to reach the points of electrical supply.
- The *Sub-contractor* supplies transportation for the *Sub-contractor's* personnel on and off site.
 - Note: - Special mention is made of the fact that no personnel may be transported on the back of any open vehicles. Personnel may only travel in a vehicle with proper seating and safety belts installed.
- The *Sub-contractor* provides its own Safety lighting for clear visibility when and where necessary.
- The *Sub-contractor* makes use of his own secure storage space for any tools and special equipment.

4.1.8 Equipment provided by the Contractor

The *Contractor* provides no equipment for the Works.

4.1.9 Facilities provided by the *Sub-contractor*

- The *Sub-contractor* supplies, install, properly maintain and remove all temporary construction facilities and utilities necessary for the complete performance of the *Works*.
- The *Sub-contractor* supplies any special tools required for the type of work to be undertaken.
- The *Sub-contractor* supplies Certificates of Compliance for all electrical distribution panels used.
- The *Sub-contractor* supplies sufficient cabling to reach the points of electrical supply.
- The *Sub-contractor* supplies transportation for the *Contractor's* personnel on and off site.
 - Note: - Special mention is made of the fact that no personnel may be transported on the back of any open vehicles. Personnel may only travel in a vehicle with proper seating and safety belts installed.
- The *Sub-contractor* provides its own Safety lighting for clear visibility when and where necessary.
- The *Sub-contractor* makes use of his own secure storage space for any tools and special equipment.
- The *Sub-contractor* provides lifting equipment where necessary

4.2 Completion, testing, commissioning and correction of Defects

4.2.1 Work to be done by the Completion Date

On or before the Completion Date the *Sub-contractor* shall have done everything required to Provide the *Works* except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and others from doing their work. The *Sub-contractor* completes, submits all Data Packs and obtains signoff therefor before the *Project Manager* certifies Completion.

The *Sub-contractor* refers to Annexures:

- *Contractor* Document Control Work Instruction: Unique Identifier: 203-15759,
- 240-128515850 Rev 1 Documentation Handover Specification,
- And other related Annexures referred to in C4; Site Information.

4.2.2 Use of the *works* before Completion has been certified

Clause 35.2 in NEC3 Engineering and Construction Subcontract provide that the *Employer* may use any part of the *works* before Completion has been certified but if he does so he takes over the part of the *works* except if the use is for a reason stated in the Works Information.

4.2.3 Materials facilities and samples for tests and inspections

The *Contractor* refers to Attachment: Eskom Specification No. 240-56227443 and QM58 Quality requirements,

- ITP's,
- Submission time requirement before tests notifications'
- And other related Annexures referred to in C4; Site Information

4.2.4 Commissioning

The *Sub-contractor* refers to Annexures:

- *Employer's* Policies and Procedures; Section 4

And other related Annexures referred to in C4; Site Information.

4.2.5 Take over procedures

The *Sub-contractor* refers to Annexures:

- *Employer's* Policies and Procedures; Section 4

And other related Annexures referred to in C4; Site Information.

4.2.6 Access given by the *Employer* for correction of Defects

The *Project Manager* arranges for the *Employer* to allow the *Sub-contractor* access to and use of a part of the *works* which has been taken over if needed to correct a Defect. After the *works* have been put into operation, the *Employer* may require the *Sub-contractor* to undertake certain procedures before such access can be granted.