

or workmen as fully as if they were the acts, defaults or neglects of the Nominated Sub-Contractor, his agents, servants or workmen.

PROVIDED ALWAYS THAT the provision of labour on a piecework basis shall not be deemed to be a Sub-Contract under this clause.

23.0 INSURANCE AGAINST PERSONAL INJURIES AND DAMAGE TO PROPERTY

23.1 Indemnities to both Contractor and Government

The Nominated Sub-Contractor shall be liable and shall indemnify both the Contractor and the Government against any damage, expenses, liability, loss, claim or proceedings whatsoever whether arising at common law or by statute in respect of injury to or death of any person and/or in respect of injury or damage to any property, arising out of or in the course of execution of this Sub-Contract Works, unless due to any negligent or willful act of the Contractor or the Government or of any persons for whom the Contractor or the Government is liable.

23.2 Taking of insurance

Without prejudice to his liability to indemnify the Contractor and the Government under clause 23(1) hereof, the Nominated Sub-Contractor shall, as a condition precedent to the commencement of any work under this Sub-Contract, subject to clause 26(1) hereof, effect and maintain such insurance necessary to cover the liabilities of the Nominated Sub-Contractor, Contractor and the Government under any common law or statute in respect of injury to or death of any person and/or in respect of injury or damage to property, arising out of or in the course of the execution of the Sub-Contract Works.

23.3 Production of policies

- (a) Such insurance as referred to under clause 23(2) hereof shall be effected and maintained in the joint names of the Nominated Sub-Contractor, the Contractor and the Government for the whole period the Sub-Contract Works are being executed and in such manner that the Government, the Contractor and the Nominated Sub-Contractor are also covered during the course of any operations carried out by the Nominated Sub-Contractor for the purpose of complying with the provisions of clause 21 hereof.
- (b) It shall be the duty of the Nominated Sub-Contractor to produce and shall deposit the relevant policy or policies of insurance together with the receipts in respect of premium paid to the S.O., whether demanded or not, and a copy of the same to the Contractor.

23.4 Default in renewing insurance

If the Nominated Sub-Contractor fails to effect or renew such insurance as are necessary under this Sub-Contract, the Contractor may effect or renew such insurance as aforesaid and may deduct a sum equivalent to the amount paid in respect of premiums from any monies due or to become due to the Nominated Sub-Contractor or to recover the same from the performance bond or as a debt due from the Nominated Sub-Contractor.