

## **21.0 DEFECTS LIABILITY**

### **21.1 Making good of defects in Sub-Contract Works**

All defects, imperfections, shrinkages or any other faults whatsoever in the Sub-Contract Works which the Contractor (whether at his own cost or not) shall be liable to make good under the Main Contract shall be made good by the Nominated Sub-Contractor within a reasonable time but not exceeding three (3) months after the receipt by him from the Contractor of instructions by the S.O. or S.O.'s Representative.

### **21.2 Defects which the Nominated Sub-Contractor is liable**

If the Contractor (whether by himself or any other sub-contractor) shall execute any work (whether permanent or temporary) to the Main Contract Works or to any part of the same required by the S.O or S.O.'s Representative, or rendered necessary by reason of defects imperfections shrinkages or any other faults whatsoever in the Sub-Contract Works due to materials or workmanship not being in accordance with this Sub-Contract, then Nominated Sub-Contractor shall pay to the Contractor the cost of the execution of such work.

PROVIDED THAT if the Contractor or the Nominated Sub-Contractor fails to make good any defects, imperfections, shrinkages or any other faults whatsoever in the Sub-Contract Works, the Contractor shall pay the Government of the cost of the execution of such works.

### **21.3 Defects due to defects in Main Contract Works**

If the Nominated Sub-Contractor shall execute any work to or in connection with the Sub-contract Works (whether permanent or temporary) required by the S.O. or S.O.'s Representative or rendered necessary by reason of any defects, imperfections, shrinkages or any other faults whatsoever in the Main Contract Works due to materials or workmanship not being in accordance with the Main Contract, then the Contractor shall pay to the Nominated Sub-Contractor the cost of the execution of such work.

PROVIDED THAT if instead the Nominated Sub-Contractor actually executing such Works and in satisfaction of the same, the Contractor pays to the Government the value of or other agreed sum (not exceeding such cost as aforesaid) in respect of such work, then the Contractor shall indemnify the Nominated Sub-Contractor against any claim damage or loss in respect of failure to execute such work.

## **22.0 SUB-CONTRACTING**

- (a) The Nominated Sub-Contractor shall not without the prior written consent of both the Contractor and the S.O., sub-contract the whole or any part of the Sub-Contract Works nor assign the obligation to carry out and the right to receive payment for any part of the works to be carried out under this Sub-Contract, provided that the consent of the Contractor and the S.O. shall not be unreasonably withheld and that in case of any difference of opinion between the Contractor and the S.O., the opinion of the S.O. shall prevail.
- (b) Such consent, if given, shall not relieve the Nominated Sub-Contractor from any liability or obligation under this Sub-Contract and he shall be responsible for the due observance by such sub-contractors, of all the terms, stipulations and conditions under this Sub-Contract. The Nominated Sub-Contractor shall also be responsible for the acts, defaults or neglects of any sub-contractor (including in this instance, 'labour only' sub-contractors), his agents, servants