

Annexure A: Indicative duties of the Project Manager, Supervisor and Employer

Clause	Project Manager	Supervisor	Employer
Core Clauses			
10.1	To act as stated in the contract and in a spirit of mutual trust and co-operation	To act as stated in the contract and in a spirit of mutual trust and co-operation	To act as stated in the contract and in a spirit of mutual trust and co-operation
13.1	To communicate in a form which can be read, copied, and recorded	To communicate in a form which can be read, copied, and recorded	To communicate in a form which can be read, copied, and recorded
13.3	To reply to a communication within the <i>period for reply</i>	To reply to a communication within the <i>period for reply</i>	
13.4	To reply to a communication submitted or resubmitted for acceptance. To state reasons for non acceptance		
13.5	To notify any agreed extension to the <i>period for reply</i>		
13.6	To issue certificates to the <i>Employer</i> and the <i>Contractor</i>	To issue certificates to the Project Manager and the Contractor	
13.7	To communicate notifications separately from other communications.		
13.8	May withhold acceptance of a submission by the Contractor.		
14.2	To notify the <i>Contractor</i> before delegating any actions or canceling any delegation	To notify the <i>Contractor</i> before delegating any actions or cancelling any delegation	
14.3	May give an instruction which changes the Works Information or a Key Date		
14.4			To give notice to the Contractor before replacing the <i>Project Manager</i> or <i>Supervisor</i>
15.1	To reply to the Contractor's proposal for adding to the Working Areas. To state reasons for non-acceptance		
16.1	To give early warning of matters with delay, cost, performance implications or meeting a Key Date. To enter early warning matters in the Risk Register.		
16.2	May give instructions to Contractor to attend risk reduction meeting. May instruct others to attend if Other agrees.		
16.3	To co-operate at early warning / risk reduction meetings		
16.4	To record decisions made by revising the Risk Register and issuing to Contractor. To instruct change to Works Information, if required, at the same time as issuing the revised Risk Register.		
17.1	To give notice of ambiguities or inconsistencies in the documents. To give instructions resolving ambiguities or inconsistencies.		
18.1	To give instructions changing the Works Information in the event of illegality or impossibility in the Works Information		
19.1	To give an instruction dealing with an event described		
21.2	To accept particulars of the Contractor's design or give reasons for non-acceptance		
23.1	To accept particulars of the design of Equipment or to give reasons for non-acceptance		
24.1	To accept replacement persons proposed by the Contractor or to give reasons for non-acceptance		
24.2	May instruct the Contractor to remove an employee having stated his reasons		
25.2	To assess the cost incurred if the Contractor does not provide the services and other things		To provide services and other things

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Core Clauses			
25.3	To assess the additional cost		
26.2	To accept proposed Subcontractors or to give reasons for non-acceptance		
26.3	To accept proposed subcontract conditions or to give reasons for non-acceptance		
30.2	To decide the date of Completion. To certify Completion within one week of completion		
31.3	To accept the <i>Contractor's</i> programme within two weeks of submission or to give reasons for non-acceptance		
32.2 & 31.3	To accept a revised programme or to give reasons for non-acceptance		
33.1			To give possession / access of each part of the site before the later of the <i>possession / access date</i> and the date for possession / access shown on the Accepted Programme
34.1	May instruct <i>Contractor</i> to stop or not start any work and later to re-start or start it.		
35.1			To take over the works not more than two weeks after Completion
35.2			To take over any part of the works put into use (subject to exceptions)
35.3	To certify within one week the date when the <i>Employer</i> takes over any part of the works		
36.1	May instruct the <i>Contractor</i> to submit a quotation for acceleration. To state changes to the Key Dates to be included in the quotation.		
40.2			To provide materials, facilities and samples for tests and inspections as stated in the Works Information, if any
40.3	-	To notify the <i>Contractor</i> of his tests and inspections before they start and afterwards of the results.	
40.5	-	To do tests and inspections without causing unnecessary delay to work or payment	
40.6	To assess the cost incurred by the Employer in repeating a test or inspection after a Defect is found.	-	
41.1		To notify the <i>Contractor</i> of the results of the test or inspection on Plant and Materials required by the Works Information to be tested or inspected before delivery.	
42.1		May instruct the Contractor to search for a Defect and to give reasons for searches which are instructed	
42.1		To notify the Contractor of Defects found before the defects date	
43.3		To issue the Defects Certificate at the later of the defects date and the last defect correction period	
43.4	To arrange for the <i>Employer</i> to allow access and use to the <i>Contractor</i> of any part of the works needed for the correction of Defects after taking over		To allow access to the contractor after take over if needed for the correction of a Defect
44.1	May propose to Contractor that Works Information should be changed to avoid correction of a Defect		

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Core Clauses			
44.2	To change the Works Information, the Prices and the Completion Date if a quotation for not correcting Defects is accepted		
45.1	To assess the cost of having Defects corrected by others if the <i>Contractor</i> fails to correct notified Defects within the <i>defect correction period</i> even though access was given		
45.2	To assess the cost of correcting Defect where Contractor not given access to correct it		
50.1	To assess the amount due for payment at each assessment date. To decide the first assessment date to suit the procedures of the parties		
50.3	To retain one quarter of the Price for Work Done to Date until the <i>Contractor</i> has submitted a first programme showing information required		
50.4	To consider any application from the Contractor when assessing amounts due for payment. To give the Contractor details of how amounts due have been assessed		
50.5	To correct any wrongly assessed amount due in a later payment certificate		
51.1	To certify payment within one week of each assessment date		To pay amount due to the Contractor
51.2			To pay within four weeks of the assessment date. To pay interest on late payment
51.3	To assess interest to be paid on correcting amounts		To pay interest on correcting amounts
61.1	To notify the Contractor of compensation events which arise from the giving of instructions or changing of earlier decisions. To instruct the contractor to submit quotations		
61.2	May instruct the contractor to submit quotations for a proposed instruction or proposed changed decision		
61.4	To decide within one week of notification (or such longer period as the <i>Contractor</i> agrees) whether the Prices, the Key Dates and the Completion Date should be changed when the <i>Contractor</i> notifies a compensation event. To notify the <i>Contractor</i> of the decision and instruct the contractor to submit quotations		
61.5	To decide whether the Contractor did not give any early warning of a compensation event which could have been given and to notify the Contractor of his decision		
61.6	To state assumptions for the assessment of compensation events in the event that the effects are too uncertain to be forecast reasonably To notify a correction to any assumptions later found to have been wrong		
62.1	To discuss with the Contractor different ways of dealing with the compensation event that are practicable May instruct the Contractor to submit alternative quotations		
62.3	To reply to quotations for compensation events within two weeks of the submission		
62.4	To give reasons to the Contractor when instructing the submission of a revised quotation		
62.5	To extend the time allowed for the submission of quotations and replies if the Contractor agrees To notify the Contractor of any agreed extensions for the submission of quotations or replies		

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Core Clauses			
63.5	To assess the event as if the Contractor had given an early warning if the Project Manager has notified the Contractor of his decision under clause 61.5		
63.9	To correct the description of a condition for a Key Date if a change to the Works Information makes the description incorrect To take the correction into account when assessing the compensation event for the change to the Works information		
64.1	To assess a compensation event: <ul style="list-style-type: none"> If the Contractor has not submitted a quotation and details within the time allowed If the <i>Project Manager</i> decides the Contractor has not assessed the compensation event correctly If the <i>Contractor</i> has not submitted a required programme If the <i>Project Manager</i> has not accepted the <i>Contractor's</i> latest programme 		
64.2	To assess a compensation event using his own assessment of the programme: <ul style="list-style-type: none"> If there is no Accepted Programme If the Contractor has not submitted a revised/alterd programme for acceptance as required 		
64.3	To notify the <i>Contractor</i> of any assessments made (inclusive of details) of a compensation event within the period allowed to the <i>Contractor</i> for his quotation		
65.1	To implement compensation events notifying the <i>Contractor</i> of accepted quotations; or his own assessments; or a <i>Contractor's</i> quotation treated as having been accepted by the <i>Project Manager</i>		
71.1		To mark Equipment, Plant and Materials outside the Working Areas for payment purposes	
73.1	To instruct the <i>Contractor</i> how to deal with objects of value, historical or other interest		
83.1			To indemnify the <i>Contractor</i> against claims etc. due to <i>Employer's</i> risks
84.1			To provide insurances as stated in the Contract Data, if required
85.1	To accept policies and certificates of insurance submitted by the Contractor or to give reasons for non-acceptance		
85.3			To comply with the terms and conditions of insurance policies
86.1			May insure a risk which the Contractor should insure if the Contractor does not submit a required policy or certificate
87.1	To submit to the <i>Contractor</i> policies and certificates for insurances to be provided by the <i>Employer</i> as required by the contract		To provide policies and certificates for Insurances to the <i>Project Manager</i>
87.3			To pay the costs incurred by the <i>Contractor</i> in covering insurances which are the <i>Employer's</i> responsibility

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Core Clauses			
90.1	To issue a termination certificate promptly when either Party gives notice of termination for reasons complying with the contract		To notify the Project Manager and the Contractor, giving details of reasons before terminating
90.4	To certify final payment within 13 weeks of termination		To make payment within four weeks of the <i>Project Manager's</i> certificate
92.1			May complete works himself and may use Plant and Materials to which he has title
92.2	To notify the <i>Contractor</i> that the <i>Employer</i> no longer needs Equipment to which the Contractor has title		May instruct the <i>Contractor</i> to leave the Site, remove any Equipment, Plant and Materials and assign subcontractors May use any Equipment to which the <i>Contractor</i> has title
Option B			
36.3	To change the Completion Date, the Prices and the Key Dates when a quotation for acceleration is accepted and to accept the revised programme		
60.6	To correct mistakes in the <i>bill of quantities</i> which are departures from the rules in the <i>method of measurement</i> or due to ambiguities or inconsistencies		
63.11	May make his own assessments using the Shorter Schedule of Cost Components		
65.4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event		
Option C			
20.4	To consult with the <i>Contractor</i> on the preparation of forecasts of total Defined Costs		
26.4	To accept proposed contract data for subcontracts or to give reasons for non-acceptance		
36.3	To change the Completion Date, the Prices and the Key Dates when a quotation for acceleration is accepted and to accept the revised programme		
40.7	To not include amounts due to the <i>Contractor</i> for the cost of carrying out the repeat test or inspection		
53.1	To assess the <i>Contractor's</i> share of the difference between the total of the Prices and the Price for Work Done to Date		
53.3	To make a preliminary assessment of the <i>Contractor's</i> share at Completion		
53.4	To assess the <i>Contractor's</i> share in the final amount due using the final Price for Work Done to Date and the final total of the Prices		
54.2	To accept a revision to the <i>activity schedule</i> or to give reasons for non-acceptance		
63.15	May make his own assessments using the Shorter Schedule of Cost Components		
65.4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event		
93.4	To assess the Contractor's share after certifying termination		
Dispute Resolution			
W1.2(1)			To appoint the <i>Adjudicator</i> under the NEC Adjudicator's Contract current at the <i>starting date</i>

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Core Clauses			
W1.2(3)			To choose an adjudicator jointly or ask the <i>Adjudicator nominating body</i> to choose an adjudicator if the Adjudicator is not identified in the Contract Data or resigns or is unable to act
W1.3(1)	May extend times for notifying and referring a dispute		May refer a dispute about a quotation for a compensation event which is treated as having been accepted May refer any other matter
W1.3(9)	To proceed as if the matter disputed were not disputed	To proceed as if the matter disputed were not disputed	To proceed as if the matter disputed were not disputed
W1.4(1)			To not refer any dispute to the tribunal unless it has been referred to the <i>Adjudicator</i>
Option X7: Delay damages			
X7.2			To repay any overpayment of delay damages with interest, if applicable
X7.3	To assess the benefit to the <i>Employer</i> of taking over part of the works before Completion as a proportion of taking over all the <i>works</i> not previously taken over		
Option X13: Performance bond			
X13.1	To accept the <i>Contractor's</i> performance bond or to give reasons for non-acceptance		
Option X16: Retention			
X13.1	To halve the amount retained in the assessment made at Completion of the whole of the <i>works</i> or in the next assessment made after the <i>Employer</i> has taken over the whole of the <i>works</i> if this is before Completion of the whole of the works To retain nothing after the Defects Certificate has been issued		