



KUSILE POWER STATION

Employer Policies and Procedures

Section 4

Introduction

Part 1

Rev 1_0710

INTRODUCTION TO EMPLOYER POLICIES AND PROCEDURES

Where any matter dealt with in the Employer Policies and Procedures is also dealt with under Section 3 of the Contract, the two are intended to be mutually explanatory and supplementary, the one to the other. In case of conflict or difference between Section 3 of the Contract and the requirements specified in the Employer Policies and Procedures the more onerous provision shall prevail, unless otherwise instructed by the Engineer. This requirement does not, however, limit or derogate from the Contractor's responsibility under the Contract to notify the Engineer of any error, omission, ambiguity or discrepancy in the documents comprising the Contract.

Although the Employer Policies and Procedures typically only refer to the Contractor, compliance therewith is required from Subcontractors. The Contractor remains responsible for compliance with the Employer Policies and Procedures by Subcontractors and shall ensure that each Subcontractor complies with the Employer Policies and Procedures at all times and as applicable. Without derogating from his obligations and responsibilities under the Contract, the Contractor shall ensure that the requirement to comply with the Employer Policies and Procedures is included in all Subcontracts involving activities at the Project Site (and at other places, if any, as may be specified under the Contract as forming part of the Site) and/or activities otherwise covered by the Employer Policies and Procedures.

Failure of the Employer or Engineer to enforce the Employer Policies and Procedures shall not relieve the Contractor from any responsibility or obligation under the Contract. Without limiting or derogating from the Employer's rights under the Contract, if the Contractor fails to perform any of his obligations under the Employer Policies and Procedures and fails to remedy such default despite notice from the Engineer under Sub-Clause 15.1 [*Notice to Correct*] the Employer may remedy such default himself or to engage others to remedy such default. If the Employer incurs additional costs as a result thereof, the Contractor shall, subject to Sub-Clause 2.5 [*Employer's Claims*] of the Conditions of Contract, pay these costs to the Employer.

Note to tenderers: Unless otherwise indicated, all forms and schedules in this **section 4** must be prepared / completed and submitted with the Tender. Tender Returnables related to this **section 4** are block outlined and, for convenience, a list of these Tender Returnables is set out in the "List of Tender Returnables" document after the Index to this **section 4**.¹

¹ Notes to tenderers in block outline (such as this one) in the Employer Policies and Procedures are for information only and/or describe information required for the tender. These notes are relevant only at tender stage and will not be included in a contract resulting from the tender.