

- (c) If The Nominated Sub-Contractor fails to comply with the terms of this clause, the Contractor may without prejudice to any other remedy available to the Contractor for breach of any terms of this Sub-Contract:
 - (i) withhold an amount from any money which would otherwise be due to the Nominated Sub-Contractor under this Sub-Contract and which in the opinion of the S.O. will satisfy any claims for compensation by workmen that would have been borne by SOCSO Scheme had the Nominated Sub-Contractor not made default in maintaining the contribution; and/or
 - (ii) pay such contributions as have become due and remain unpaid and deduct the amount of such contributions from any money due or to become due to the Nominated Sub-Contractor under this Sub-Contract, and failing which such contributions shall be recovered from the Performance Bond or as a debt due from the Nominated Sub-Contractor.

26.0 INSURANCE OF SUB-CONTRACT WORKS

26.1 Contractor's responsibility

The Sub-Contract Works (including materials and goods of the Nominated Sub-Contractor properly delivered on the Site for use in the Sub-Contract Works) shall as regards loss or damage by fire (whether such fire be caused by the negligence of the Nominated Sub-Contractor or those for whose actions the Nominated Sub-Contractor is responsible or otherwise), lightning, explosion, storm, tempest, flood, ground subsidence, bursting and overflowing of water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped there from riot and civil commotion be at the sole risk of the Contractor.

26.2 Compensation for loss and damage

In the event of any loss or damage by fire lightning, explosion, storm, tempest, flood, ground subsidence, bursting or overflowing of water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped therefrom riot and civil commotion being caused to the Sub-Contract Works (including any of the materials and goods of the Nominated Sub-Contractor properly delivered on the Site for use in the Sub-Contract Works) the Contractor, to the extent of such loss or damage, shall pay to the Nominated Sub-Contractor the full value of the same.

26.3 Insurance of Sub-Contract Works

The Contractor shall, for the benefit of himself, the Government and the Nominated Sub-Contractor at all material times, insure for the full value of the Sub-Contract Works (including materials and goods of the Nominated Sub-Contractor properly delivered on the Site for use in the Sub-Contract Works) and keep or have them kept insured against loss or damage by fire, lightning, explosion, storm, tempest, flood, ground subsidence, bursting or overflowing of water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion.

26.4 Observance by Nominated Sub-Contractors

The Nominated Sub-Contractor shall observe and comply with the conditions contained in the policy or policies of insurance of the Contractor against loss or damage by fire, lightning, explosion, storm, tempest, flood, ground subsidence,