

- (h) Bill of Quantities/Schedules of Prices/Summary of Tender*.

*(*Delete if not applicable)*

3.0 CONSIDERATION

- (a) In consideration of the payments to be made by the Contractor to the Nominated Sub-Contractor as hereinafter mentioned, the Nominated Sub-Contractor hereby covenants with the Contractor to execute and complete the Sub-Contract Works in conformity in all respects with the provisions of this Sub-Contract.
- (b) The Contractor hereby covenants to pay the Nominated Sub-Contractors, in consideration of the execution and completion of the Sub-Contract Works, the Sub-Contract Sum or such other sum as shall become payable at the times and in the manner specified in this Sub-Contract.

4.0 MAIN CONTRACT

The Nominated Sub-Contractor shall be deemed to have examined the Main Contract or a copy thereof and to have full knowledge of all the provisions of the Main Contract except the details of the prices included therein.

5.0 NOMINATED SUB-CONTRACTOR'S LIABILITIES

5.1 Compliance with the provisions of the Main Contract

- (a) The Nominated Sub-Contractor shall observe, perform and comply with all the provisions of the Main Contract on the part of the Contractor to be observed, performed and complied with in so far as they relate and apply to the Sub-Contract Works (or any portion of the same) and are not repugnant to or inconsistent with the express provision of this Sub-Contract as if all the same were severally set out herein.

5.2 Indemnity to Contractor

- (b) The Nominated Sub-Contractor shall indemnify and save harmless the Contractor, against and from-
 - (i) any breach, non-observance or non-performance by the Nominated Sub-Contractor, his servants or agents of the said provisions of the Main Contract or any of them;
 - (ii) any act or omission of the Nominated Sub-Contractor, his servants or agents which involve the Contractor in any liability to the Government under the Main Contract;
 - (iii) any claim, damage, loss or expense due to or resulting from any negligence or breach of duty on the part of the Nominated Sub-Contractor, his servants or agents (including any wrongful use by him or them of the scaffolding referred to in clause 10 of this Sub-Contract or other property belonging to or provided by the Contractor); and