

#### **4.0 MAIN CONTRACT**

The Nominated Supplier shall be deemed to have examined the Main Contract and 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 SUPPLIER'S LIABILITIES**

##### **5.1 Compliance with the Provision of Main Contract**

The Nominated Supplier 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 this Sub-Contract and are not repugnant to or inconsistent with the express provisions of this Sub-Contract as if all the same were severally set out herein.

##### **5.2 Indemnity to the Contractor**

The Nominated Supplier shall indemnify and save harmless the Contractor, against and from –

- (a) any breach, non-observance or non-performance by the Nominated Supplier, his servants or agents of the said provisions of the Main Contract or any of them;
- (b) any act or omission of the Nominated Supplier, his servants or agents which involves the Contractor in any liability to the Government under the Main Contract;
- (c) any claims, damage, loss or expense due to or resulting from any negligence or breach of duty on the part of the Nominated Supplier, his servants or agents; and
- (d) any loss or damage resulting from any claim under any statute in force for the time being by an employee of the Nominated Supplier in respect of personal injury arising out of or in the course of his employment.

PROVIDED ALWAYS THAT nothing in this Sub-Contract shall impose any liability on the Nominated Supplier in respect of any negligence or breach of duty on the part of the Government, the Contractor, his other sub-contractors or suppliers or their respective servants or agents.

#### **6.0 EXECUTION OF SUB-CONTRACT**

The Nominated Supplier shall execute and complete the supply and delivery of the Articles specified in **Schedule II** hereof so as to enable the Contractor to discharge his obligations under the Main Contract in so far as they relate and apply to this Sub-Contract in accordance with this Sub-Contract and in all respects to the reasonable satisfaction of the Contractor, the S.O. or the S.O.'s Representative and in conformity with all the reasonable directions and requirements of the Contractor (so far as they may apply) for the time being regulating the due execution of the Main Contract Works.

#### **7.0 STORAGE ACCOMODATION**

Unless otherwise provided in the Specification or elsewhere under this Sub-Contract, the Contractor shall provide suitable storage place on the Site for the proper storage of the Articles delivered to the Site for the use in the Main Contract Works and it shall be the Contractor's sole responsibility to indemnify the Nominated Supplier against any loss or damage to the same.