
Standard Conditions of Nominated Sub-Contract
(Fifth Edition December 2008)

List of Amendments

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SCNSC (Fourth Ed Mar 2005)	SCNSC (Fifth Ed Dec 2008)
<p>Sub-Contractor's Liability under Incorporated Provisions of the Main Contract</p> <p>5 The Sub-Contractor shall:</p> <p>(a) 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 so far as they relate and apply to the Sub-Contract Works (or any phase or part of the same) and are not repugnant to or inconsistent with the express provisions of the Sub-Contract as if all the same were severally set out herein, and</p> <p>(b) indemnify and save harmless the Contractor, against and from:</p> <p>i) any breach, non-observance or non-performance by the Sub-Contractor, his servants or agents of the provisions of the Main Contract or any of them; and</p> <p>ii) any act or omission of the Sub-Contractor, his servants or agents which involves the Contractor in any liability to the Employer under the Main Contract; and</p> <p>iii) any loss, expense, costs, damages, liability or claim due to or resulting from any negligence or breach of duty on the part of the Sub-Contractor, his servants or agents (including any wrongful use by him or them of the scaffolding, hoisting facilities and any other means of access referred to in Clause 13 of the Sub-Contract or other property belonging to or provided by the Contractor); and</p> <p>iv) any loss or damage resulting from any claim under the common law or any statute in force for the time being by an employee of the Sub-Contractor in respect of personal injury arising out of or in the course of his employment.</p>	<p>Sub-Contractor's Liability under Incorporated Provisions of the Main Contract</p> <p>5 The Sub-Contractor shall:</p> <p>(a) 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 so far as they relate and apply to the Sub-Contract Works (or any phase or part of the same) and are not repugnant to or inconsistent with the express provisions of the Sub-Contract as if all the same were severally set out herein, and</p> <p>(b) indemnify and save harmless the Contractor, against and from:</p> <p>i) any breach, non-observance or non-performance by the Sub-Contractor, his servants or agents of the provisions of the Main Contract or any of them; and</p> <p>ii) any act or omission of the Sub-Contractor, his servants or agents which involves the Contractor in any liability to the Employer under the Main Contract; and</p> <p>iii) any loss, expense, costs, damages, liability or claim due to or resulting from any negligence or breach of duty on the part of the Sub-Contractor, his servants or agents (including any wrongful use by him or them of the scaffolding, hoisting facilities and any other means of access referred to in Clause 13 of the Sub-Contract or other property belonging to or provided by the Contractor); and</p> <p>iv) any loss or damage resulting from any claim under the common law or any statute in force for the time being by an employee of the Sub-Contractor in respect of personal injury arising out of or in the course of his employment.</p>

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<p>Provided that nothing in the Sub-Contract contained shall impose any liability on the Sub-Contractor in respect of any negligence or breach of duty due solely to any act or omission on the part of the Employer, the Contractor, his other Sub-Contractors or their respective servants or agents nor create any privity of contract between the Sub-Contractor and the Employer or any other Sub-Contractor.</p>	<p>(c) observe, perform and comply with the directions and requirements of the Contractor with respect to the deployment of personnel registered under the Construction Registration of Tradesmen scheme as prescribed in the Building Control (Licensing of Builders) Regulations such that the said directions and requirements shall always be reasonable in proportion to the value of Sub-Contract vis-à-vis the value of the Main Contract.</p> <p>Provided that nothing in the Sub-Contract contained shall impose any liability on the Sub-Contractor in respect of any negligence or breach of duty due solely to any act or omission on the part of the Employer, the Contractor, his other Sub-Contractors or their respective servants or agents nor create any privity of contract between the Sub-Contractor and the Employer or any other Sub-Contractor.</p>
<p>Security Deposit</p> <p>7 (1) The Sub-Contractor shall within 7 days from the receipt of the Sub-Contract Letter of Acceptance deposit with the Contractor an amount specified in the Appendix as a bond (hereinafter called "the Security Deposit for Sub-Contract") for the due performance and observance by the Sub-Contractor of all the stipulations, conditions and agreements herein contained. The Security Deposit for Sub-Contract shall be by way of a banker's/insurer's guarantee in the form prescribed by the Superintending Officer. The Sub-Contractor may, at his discretion, elect to furnish the Security Deposit for Sub-Contract in cash instead. All cash received by the Contractor pursuant to this clause shall be held in a separate bank account on trust for the Sub-Contractor.</p> <p>(2) The Security Deposit for Sub-Contract shall be released or paid as the case may be to the Sub-Contractor at the end of the Defects Liability Period or when all shrinkages, defects and other faults in the Sub-Contract Works which the Contractor shall be liable to make good under the Main Contract shall be made good by the</p>	<p>Security Deposit</p> <p>7 (1) The Sub-Contractor shall within 7 days from the receipt of the Sub-Contract Letter of Acceptance or such other longer period as may be prescribed by the Employer in the Appendix, deposit with the Contractor an amount specified in the Appendix as a bond (hereinafter called "the Security Deposit for Sub-Contract") for the due performance and observance by the Sub-Contractor of all the stipulations, conditions and agreements herein contained. The Security Deposit for Sub-Contract shall be by way of a guarantee from a Monetary Authority of Singapore (MAS)-bank or MAS-approved insurance company and in the form prescribed by the Superintending Officer. The Sub-Contractor may, at his discretion, elect to furnish the Security Deposit for Sub-Contract in cash instead. All cash received by the Contractor pursuant to this clause shall be held in a separate bank account on trust for the Sub-Contractor.</p> <p>(2) The Security Deposit for Sub-Contract shall be released or paid as the case may be to the Sub-Contractor at the end of the Defects Liability Period or when all shrinkages, defects and other faults in the Sub-Contract Works which the Contractor shall be liable to make good under the Main Contract shall be made good by the Sub-Contractor in</p>

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<p>Sub-Contractor in accordance with the Sub-Contract whichever is the later.</p> <p>(3) The Contractor shall be entitled to set off against the Security Deposit for Sub-Contract any sums or losses incurred by him on account of the Sub-Contractor's failure to perform or observe any of the stipulations, conditions and agreements herein contained.</p>	<p>accordance with the Sub-Contract whichever is the later.</p> <p>(3) The Contractor shall be entitled to set off against the Security Deposit for Sub-Contract any sums or losses incurred by him on account of the Sub-Contractor's failure to perform or observe any of the stipulations, conditions and agreements herein contained.</p>
<p>Settlement of Disputes</p> <p>31 (5) An arbitrator appointed pursuant to this Clause shall have like powers to an arbitrator appointed under Clause 34 of the Main Contract.</p>	<p>Settlement of Disputes</p> <p>31 (5) An arbitrator appointed pursuant to this Clause shall have like powers to an arbitrator appointed under Clause 35 of the Main Contract.</p>
<p>Building and Construction Industry Security of Payment Act 2004</p>	<p>Building and Construction Industry Security of Payment Act</p> <p><i>{Affected clauses/sub-clauses are not shown here but will be incorporated in the Standard Conditions.}</i></p>
<p><u>APPENDIX</u></p> <p>SECURITY DEPOSIT 7(1)</p>	<p><u>APPENDIX</u></p> <p>SECURITY DEPOSIT 7(1)</p> <p>Number of days to deposit after the Sub-Contract Letter of Acceptance (7 days if none stated)</p> <p>Amount</p>