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**STANDARD CONDITIONS of  
NOMINATED SUB-CONTRACT**

**(Fifth edition December 2008)**

**SUPPLEMENT**

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# **APPENDIX**

## APPENDIX

### CLAUSE

SECURITY DEPOSIT	7(1)	.....
COMPLETION OF THE SUB-CONTRACT WORKS	24(1)	
Whole of the Sub-Contract Works		Date for Commencement .....
		Date for Completion .....
Part or Phase of the Sub-Contract Works		
.....		Date for Commencement .....
		Date for Completion .....
.....		Date for Commencement .....
		Date for Completion .....
.....		Date for Commencement .....
		Date for Completion .....
LIQUIDATED DAMAGES		
Whole of the Sub-Contract Works	24(7)	.....
Part or Phase of the Sub-Contract Works	24(8)	
.....		.....
.....		.....

*Appendix was amended w.e.f. 01/12/15. Refer to the List of Clarifications and Editorial Amendments for Nominated Sub-Contract 2008 for amendments made.*

# **FORM OF TENDER**

# FORM OF TENDER

TENDER FOR:\*.....

.....

TO:\*.....

.....

.....

Gentlemen,

1. Having examined the Tender Documents comprising:

(a) the Instructions to Tenderers and Conditions of Tendering;

(b) the Conditions of Nominated Sub-Contract comprising

(i) the Standard Conditions

(ii) the Particular Conditions .....

(iii) the Appendix;

(c) the Specifications;

(d) the Drawings;

(e) the Bills of Quantities/Schedule of Rates\* ; and

(f) the Addenda Nos .....

for the execution of the above-named Sub-Contract Works we the undersigned offer to design (to the extent provided for in the Sub-Contract), execute and complete the Sub-Contract Works and remedy any defects therein in conformity with the Conditions of Nominated Sub-Contract Specifications, Drawings, Bills of Quantities/Schedule of Rates\* and Addenda for the Sum of:

.....

.....

.....

( ..... )

2. We undertake if our Tender is accepted to complete the Sub-Contract Works within the date or dates specified in the Appendix and if there is no such date or dates then within the time as provided by the Conditions of Nominated Sub-Contract.

3. In consideration of your considering this Tender we agree to abide by this Tender for the period of \*..... days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Unless and until a formal Sub-Contract Agreement is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding Sub-Contract between us and the Contractor.
  
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of ..... 20.....

Signature ..... in the capacity of .....

duly authorised to sign tenders for and on behalf of .....

.....

(IN BLOCK LETTERS)

Address: .....

.....

.....

Witness:.....

Address: .....

.....

Occupation: .....

*(Note: All details marked \* shall be inserted before issue of Tender Documents or deleted as appropriate).*

*Form of Tender was amended w.e.f. 01/12/15. Refer to the List of Clarifications and Editorial Amendments for Nominated Sub-Contract 2008 for amendments made.*

# **SUB-CONTRACT AGREEMENT**

## SUB-CONTRACT AGREEMENT

THIS AGREEMENT is made the ..... day of ..... 20 .....

Between ..... of  
.....  
(hereinafter called the 'Contractor') of the one part and .....  
..... of  
.....  
(hereinafter called the 'Sub-Contractor') of the other part

WHEREAS the Contractor desires to have executed the Sub-Contract Works  
.....  
..... and which are part of the Works  
comprised in and to be executed in accordance with the Main Contract (Main Contract  
No.....made on ..... day of ..... 20 .....) and any authorised  
variation of the Sub-Contract Works.

And whereas the Main Contract incorporated Option Module [A], [B], [C], [D] attached to the  
Main Contract Conditions\*. And Whereas the Sub-Contractor has had reasonable opportunity of  
inspecting the Main Contract or a copy thereof except the detailed rates and prices of the  
Contractor.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Sub-Contract Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Nominated Sub-Contract herein after referred to.
2. "Sub-Contract" shall bear the same meaning as that in Sub-Clause 1(1)(a) in the Conditions of Nominated Sub-Contract and shall be a fixed price Contract subject only to adjustments or measurements (if any) and additional payments expressly provided for in the Sub-Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:-
  - (1) The Sub-Contract Letter of Acceptance;
  - (2) The Sub-Contract Tender;
  - (3) The Conditions of Nominated Sub-Contract including the Appendix to those Conditions;

\* Delete as appropriate

- (4) The Specifications relating to the Sub-Contract Works;
- (5) The Drawings relating to the Sub-Contract Works;
- (6) The Bills of Quantities/Schedule of Rates\* relating to the Sub-Contract Works; and
- (7) All amendment letters issued by the Employer relating to the Sub-Contract Works.

The aforesaid documents shall be read and construed as a whole, and no special priority other than that accorded by law or expressly provided in the Sub-Contract documents shall apply to any one document or group of documents, nor shall the contra proferentem rule apply to this Sub-Contract Agreement.

- 4. In consideration of the payments to be made by the Contractor to the Sub-Contractor as hereinafter mentioned, the Sub-Contractor hereby covenants with the Contractor to design (to the extent provided for by the Contract), execute and complete the Sub-Contract Works and remedy any defects therein in conformity in all respects with the provisions of the Sub-Contract for the Sub-Contract Sum of Singapore Dollars ..... (S\$ ..... ) only or such other Sub-Contract Sum as may become payable under the provisions of the Sub-Contract at the times and in the manner prescribed by the Sub-Contract.
  
- 5. The Contractor hereby covenants to pay the Sub-Contractor in consideration of the design (to the extent provided for by the Sub-Contract), execution and completion of the Sub-Contract Works and the remedying of defects therein, the Sub-Contract Sum or such other sum as may become payable under the provisions of the Sub-Contract at the times and in the manner prescribed by the Sub-Contract.

\* Delete as appropriate

IN WITNESS WHEREOF

the day and year first above written

(hand of the Contractor has been hereunto set )  
the\* ( )  
(Common Seal of the Contractor has been hereunto affixed )

\*Signed by the said

.....  
.....

.....

Signature

\*The Common Seal of

.....  
.....

was hereunto affixed in the presence of

Name.....

Address.....

.....

Description.....

( hand of the Sub-Contractor has been hereunto set )  
and the\* ( )  
(Common Seal of the Sub-Contractor has been hereunto affixed )

\*Signed by the said

.....  
.....

.....

Signature

\* The Common Seal of

.....  
.....

was hereunto affixed in the presence of

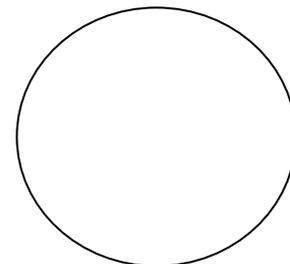
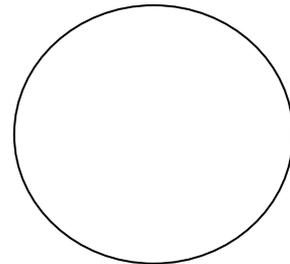
Name.....

Address.....

.....

Description.....

\* Delete as appropriate



**FORM OF SECURITY DEPOSIT  
GUARANTEE**

**FORM OF SECURITY DEPOSIT GUARANTEE**

To: \_\_\_\_\_ and his successors in office (hereinafter called "the Contractor").

**Whereas** on the \_\_\_\_ day of \_\_\_\_\_ an agreement (the "**Contract**") was made between \_\_\_\_\_ (name of Sub-Contractor) of \_\_\_\_\_ (address) (the "**Sub-Contractor**") of the one part and the Contractor of the other part for \_\_\_\_\_ (state nature of contract) whereby the Sub-Contractor agreed that in consideration of its due and faithful performance of the Contract, it would be paid the sum of Singapore Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_) (the "**Sub-Contract Sum**").

**And Whereas** the Sub-Contractor is required under the Contract to pay \_\_\_\_ per cent of the Sub-Contract Sum as a security deposit for the due and faithful performance of its obligations under the Contract.

The Sub-Contractor has opted to provide an irrevocable on-demand guarantee in favour of the Contractor as a security deposit for the Contract.

**We (at the request of the Sub-Contractor) hereby agree** as follows:

1 We shall unconditionally pay to the Contractor any sum or sums up to a maximum aggregate of Singapore Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_) (the "**Guaranteed Sum**") upon receiving your written notice of claim for payment made pursuant to Clause 4 of this Guarantee without any proof of actual default on the part of the Sub-Contractor and without need to satisfy any other condition.

2 We shall not be discharged or released from this Guarantee by any arrangement between the Contractor and the Sub-Contractor with or without our consent, or by any other or further arrangement between the Sub-Contractor and us with or without the Contractor's consent, or by any alteration in the obligations undertaken or to be undertaken by the Sub-Contractor or by any forbearance on the Contractor's part whether as to payment, time, performance or otherwise.

3 Our liability under this Guarantee shall continue and this Guarantee shall remain in full force and effect from [*insert effective date:* \_\_\_\_\_] until [*insert expiry date:* \_\_\_\_\_] [*insert if expiry date is subject to automatic extension<sup>1</sup>:* provided always that the expiry date of this Guarantee and our liability under this Guarantee shall be automatically extended for successive periods of [*specify duration of each extension:* \_\_\_\_\_ days/months] unless we give you 90 days' written notice prior to the expiry of our liability (the "**Notice Period**") of our intention not to extend this Guarantee in respect of any future extension and provided further that you shall be entitled –

(a) upon receiving such notice of our intention either to:

(i) make a claim under this Guarantee; or

(ii) \*direct us to pay such amount (not exceeding the Guaranteed Sum) as you may specify into a suspense account to be governed and disbursed by us subject to the Association of Banks in Singapore's Guidelines for operation of a Suspense Account; or

(b) direct us (within the Notice Period) to extend the validity of this Guarantee for a further period not exceeding \_\_\_\_\_ days/months (and this Guarantee shall then expire at the end of such further period).]

**Note: \* Not applicable for insurance bond issued by insurance companies**

4 This Guarantee is conditional upon a claim being made by the Contractor at any time and as many times as the Contractor may deem fit by way of a notice in writing addressed to us and the same being

<sup>1</sup> This provision is to be included for contracts which are not fixed period contracts. For fixed period contracts, this provision is not required.

received by us at [*insert address of Bank's notification office:* \_\_\_\_\_ ] before the end of 90 days after the expiry of this Guarantee.

5 We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt of the written notice from the Contractor. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon the Contractor's written notice received by us as final and conclusive. For the purposes of this Guarantee, "**business day**" means a day other than a Saturday, Sunday, or public holiday in Singapore.

6 The Contractor may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

7 This Guarantee is issued subject to the laws of the Republic of Singapore and the exclusive jurisdiction of the Singapore courts.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

AS WITNESS our hand

Signed by: \_\_\_\_\_  
(Name and designation of officer)

for and on behalf of the

\_\_\_\_\_  
(Name of \*\*Bank/Insurance Company)

\_\_\_\_\_  
(Signature)

in the presence of:

Name \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

\*\* Delete whichever is not applicable.

# **SUB-CONTRACT LETTER OF ACCEPTANCE**

# SUB-CONTRACT LETTER OF ACCEPTANCE

Registered Post

[Ref]

[Date]

[Nominated Sub-Contractor]

Dear Sir

[Project Title]

I am pleased to inform you that the abovementioned works has been awarded to your company at the tendered sum of \$....., subject to the Conditions of Nominated Sub-Contract, Specification, Drawings and \*Bills of Quantities/Schedule of Rates, Form of Tender, this letter which is the formal acceptance of your Tender and the following letters/documents:

[ Indicate attachments]

2. I shall notify you of the date for possession of the site.
3. Pursuant to Clause 7 of the Conditions of Nominated Sub-Contract, please submit a security deposit in cash or in lieu of cash, a performance guarantee for the sum of \$..... on the prescribed form attached, to us within 7 days of this letter.
4. As specified in the tender, your offer and this Letter of Acceptance shall constitute a binding contract between yourselves and the Contractor pending the execution of a formal agreement.
5. This Sub-Contract Letter of Acceptance is sent in quadruplicate. Please return the triplicate to this office and forward the original and duplicate, duly signed and witnessed to :

[Address]

by hand or registered post.

Yours faithfully

CONTRACTOR

*\* Delete as necessary*

I/We acknowledge the receipt of this letter, a copy of which is retained.	
Name : .....	(Sub-Contractor)      Name : .....
(Witness)	
Signature: .....	Signature: .....
Address : .....	Address : .....
Date : .....	Date : .....