

**TENDER REFERENCE NO.
(CT2108B016)
DOCUMENT "A"
VOLUME 1
TENDERERS' SUBMISSION**

TENDER FOR INTEGRATED MAINTENANCE, REPAIR AND MINOR WORKS RELATING TO MECHANICAL AND ELECTRICAL SERVICES, BUILDING AND OTHER FACILITIES SERVICES FOR SATS MAINTENANCE CENTRE AND SATS RENTED PREMISES LOCATED AT PASSENGER TERMINAL BUILDING 1, 2, 3 AND 4, FOR THE PERIOD 25 Nov 2021 TO 24 NOV 2026

TENDER FOR INTEGRATED MAINTENANCE, REPAIR AND MINOR WORKS RELATING TO MECHANICAL AND ELECTRICAL SERVICES, BUILDING AND OTHER FACILITIES SERVICES FOR SATS MAINTENANCE CENTRE AND SATS RENTED PREMISES LOCATED AT PASSENGER TERMINAL BUILDING 1, 2, 3 AND 4, FOR THE PERIOD 25 Nov 2021 TO 24 NOV 2026

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INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL

- 1.1 The information and requirements set forth in this section are intended to assist Tenderers to prepare a complete tender submission and will form an integral part of the Contract.
- 1.2 Tenderers must carefully study the contents and adhere strictly to all the requirements and conditions in relation to and in conjunction with the contents of these documents.
- 1.3 Tenders will only be considered if submitted according to the instructions contained herein and in the form specified.

2. SCOPE OF CONTRACT

- 2.1 The scope of contract comprises of the following covering 2 sites:-
- a) Site: SATS MAINTENANCE CENTRE (GFA: 15,086 sqm); Site: SATS RENTED PREMISES AT PASSENGER TERMINAL BUILDING 1, 2, 3 and 4 (GFA: 34,717 sqm).
 - b) Integrated Maintenance of Buildings Mechanical and Electrical Services, Fire Protection System in accordance with the terms and conditions as specified in Document A and Document B and as listed in the contract herein.
 - c) Term Contract on Integrated Maintenance, Repair and Minor Works for Building Works, Mechanical Services, Electrical, Plumbing and Sanitary Works, Fire Protection System in accordance with the terms and conditions as specified in Document C.

3. TENDER DOCUMENTS

- 3.1 The tender documents issued to the Tenderer consist of the following:-

a) **Document A**

PART I	Instructions to Tenderers and Conditions of Tendering
PART II	Form of Tender
PART III	Form of Performance Guarantee (specimen)
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b) **Document B – Systems and Facilities**

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c) **Document C – Term Contracts for Minor Works and Repairs**

VOL 1 Building Works

VOL 2 Mechanical Services Works

VOL 3 Electrical Works

VOL 4 Plumbing and Sanitary Works

VOL 5 Fire Protection Works

- 3.2 Tenderers are provided with one (1) copy of the Tender Documents except for all drawings and manuals referred to in Document B. Such drawings and manuals may be inspected upon request and no claim whatsoever will be entertained for lack of access to such drawings and manuals.
- 3.3 The Tenderer will satisfy himself on the contents of all the tender documents (including those incorporated by reference). He will also check that the tender documents issued to him are complete and that no pages or drawings are missing and duplicated. If any part of the tender documents and drawings is missing, in duplicate or indistinct, the Tenderer will at once have the same rectified.
- 3.4 All documents comprised in the Tender submitted by the Tenderer will remain the property of the Company.

4. **AMENDMENTS TO THE TENDER DOCUMENTS**

At any time to the deadline for submission of tenders, the Company may, for any reason, whether on his own initiative or in response to a clarification requested by a Tenderer, modify the tender documents by an issuance of an Addendum. The Addendum will be sent in writing to all Tenderers. The Tenderers will promptly acknowledge receipt of the Addendum to the Employer in writing. A Tenderer who does not acknowledge receipt of the Addendum will not be permitted to submit his tender.

5. **FAMILIARISATION TOUR AND SITE VISIT**

- 5.1 A familiarisation tour of the Contract Area will be conducted and attendance is compulsory ("Site Visit").
- 5.2 During the Site Visit, Tenderers will be shown the premises as specified, the mechanical & electrical systems, accesses, lighting, power, communication services, storage and water supply facilities. Among other things, Tenderers should take note during the Site Visit of how the Works are conducted by other contractors which may affect the Tenderers ability to perform obligations under the Contract.
- 5.3 Tenderers are advised to acquaint themselves on their own responsibility all information as to local conditions, accessibility, full extent and character of the operation, supply and conditions affecting labour and materials, transportation of labour, materials, plant, etc. and the executive of the Contract that may be necessary for preparing the tender as no claim on the grounds of lack of knowledge in such respects will be entertained.

- 5.4 Any tender submitted who fail to attend the above mentioned Site Visit will be rejected and not be considered.

6. PRICING OF TENDERS

- 6.1 All prices and sums tendered will be in Singapore Dollars. The Tenderer will fill in legibly in non-erasable ink, the rates and prices of all items of work described in the tender documents. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and will be deemed to be covered by the other rates and prices in the tender documents. The Tenderer will ensure that the rate and price for each item must truly represent the full value of the item.
- 6.2 The amounts appearing as the total of the Breakdown of Tender Price will be transferred to the Form of Tender in Dollars and Cents, without any alteration or rounding off.
- 6.3 If there is any discrepancy between the tender sum inserted in the Form of Tender and the sum stated in the Breakdown of Tender Price or other documents, the tender sum in the Form of Tender will be taken as correct. If there is discrepancy between the tender sum inserted in words and figures in the Form of Tender, the tender sum in words or figures which tallies with sum stated in the Breakdown of Tender Price will take precedence. If none of the sums tally, the tender sum in figures in the Form of Tender will take precedence.
- 6.4 If the Tenderer is in doubt as to the true meaning and intent of any part of the Tender Documents, he should request clarification in writing at least one (1) week before the date of submission of tender.

7. ALTERATIONS TO TEXT

- 7.1 The Tenderer must not alter any terms contained in the Conditions of Contract or attached any additional conditions with his tender. No alteration will also be made to the text of the Specification. If any alteration, addition or note is made, such alteration, addition or note will not be recognised and the text as originally prepared will be strictly adhered to.
- 7.2 Any deviation from the base tender will be submitted as an alternative tender. The Tenderer will list down all deviations from the base tender in terms of design or specification in his alternative offer. Any item not listed in the list of deviations will be deemed to be similar to that of the base tender.
- 7.3 Any error in the Tender Documents must not be erased but will be neatly cancelled, corrected and initialled by the Tenderer.

8. METHOD STATEMENT AND DETAILED PROPOSALS

- 8.1 Each Tenderer must submit together with his tender documents the following:-
- a) A sufficiently detailed proposal of how they intend to conduct the Mobilisation Phase in a detailed time phased plan which will include but not limited to organization chart and staff definition shown in Part IX Annex I & II of Document A, system of taking over, etc.

- b) A sufficiently detailed proposal for Demobilization which will include a time-phased, phase-down consistent with elimination of functions made unnecessary in the course of the Contract Term.
- c) A sufficiently detailed description of training programmes for the training and familiarisation of their personnel (Tenderers must provide any clarification or elaboration from time to time).
- d) A sufficiently detailed proposal for the Quality Control / Assurance Programme.
- e) All requirements for office, store area and Workshop space within the Contract Area.
- f) Staffing levels for each month of the Mobilisation Phase and Maintenance Phase in the format set out in Part IX Annex I of Document A.
- g) A sufficiently detailed proposal for any addition to the maintenance Schedule and Standard.
- h) Safe Management Measures proposal including and not limited to mobilisation and demobilisation complying to prevailing authority guideline and regulations.

8.2 **Eligibility and Financial Grade**

Where the invitation to Tender specifies the evaluation criteria in terms of the financial category and supply category / head requirement for registration with any Government Registration Authority (GRA), the Tenderer must provide documentary evidence that it has fully satisfied the eligibility criteria as set out in the invitation to Tender.

9. **TENDERING EXPENSES**

- 9.1 Tenderers will be responsible for their own expenses or losses which may be incurred in connection with the attendance of the site visits, pricing, preparation and submission of his tender.

10. **SUBMISSION OF TENDER**

- 10.1 The Tender must complete and sign the following documents of Document A:-

- a) PART II Form of Tender
- b) PART VIII Breakdown of Tender Price (Schedule I to III)
- c) PART IX Proposed Manpower Requirement (Annex I)
- d) Interested Party Transaction declaration form duly completed and signed by the Tenderer.

- 10.2 The Tenderer, please note that you will be required to send your submission by email to the following secured email account:

CPTM_Procurement@sats.com.sg

Your email must have the following:

- 1) In PDF file format
- 2) Have an email subject header:
 - a. Re: Tender Ref: CT2108B016 - Provision of Custodian Services at PTB 1 to 4
 - b. From 25 November 2021 to 24 November 2026
- 3) Attention To: Head, Central Purchasing & Tenders Management
- 4) And to reach him not later than 30 September 2021, 1200 hrs, Singapore Time.

Important:

Your email must only be sent to the stated secured email address and you must not copy your submission to any SATS staff including me or anyone copied in this email.

Failure to do so may result in the tender being disqualified by the Company, unless otherwise determined by the Company.

11. LATE TENDERS

- 11.1 Any tender delivered after the stipulated time, for whatever cause arising, will not be considered. Proof of posting of a tender will not be accepted as evidence of delivery.

12. VALIDITY OF TENDER

- 12.1 Tenders will be valid for a period of nine (9) calendar months from the closing date of tender. On expiry of the offer, the Tenderer will, if so required, extend the validity of the offer for a further period mutually agreed.

13. ACCEPTANCE OF TENDER

- 13.1 There is absolutely no obligation for the Company to accept the lowest or any tender submitted and the Company reserves the right to accept the tender in part only. No reason will be given for the acceptance or rejection of any tender.
- 13.2 The successful Tenderer (if any) will be notified of such award by letter in text of the Form of Acceptance within four (4) calendar months during which by Paragraph 3 above, the tender is to remain valid and the said Tenderer will within the time stated in the Form of Tender, execute the Articles of Agreement, deposit a Performance Guarantee in the form set out in the Form of Performance Guarantee, the Workmen's Compensation, All Risks and Public Liability Insurance Policies and will produce for inspection the receipts for premiums paid all as referred

to in the Conditions of Contract failing which the Company can take such action as it deems necessary which includes and is not limited to the option of re-awarding the Tender to a third party. The period for executing the Articles of Agreement may, however, be extended if the officer receiving the Tenders is satisfied that adequate reasons exist for doing so.

14. NOTICE TO TENDERER

- 14.1 Every notice to be given to a Tenderer will be posted to the Tenderer's address given in the Particulars of Tenderer and such posting will be deemed good services of such notice.

15. GOODS AND SERVICES TAX (GST)

- 15.1 The pricing for the goods to be supplied or services to be tendered will be exclusive of any Goods and Services Tax ("GST"), i.e. prices quoted do not include any GST component. Tenderers must also indicate whether they will be charging any GST for the supply of goods and services.
- 15.2 Tenderers who are not charging GST for their goods and services must quote the GST – exclusive price. Tenderers who are charging GST for their goods and services must quote both the GST exclusive and GST – inclusive prices.

DECLARATION BY TENDERER/CONTRACTING PARTY

TO:

(Name of SATS Group company / SATS entity at risk)

I/We,, hereby declare

that: (Name of Tenderer/Contracting Party)

- 1) * Our Company is not related to Temasek Holdings (Private) Ltd ("**Temasek**") or any of their respective subsidiaries.
- 2) * Our Company is related to Temasek and/or any of their respective subsidiaries OR Temasek and/or any of their respective subsidiaries has/have an interest in the shares of our Company *(please complete (a) to (d) below)*:
 - (a) the percentage of the shares of our Company in which Temasek and/or any of their respective subsidiaries has an interest, direct or indirect, is % (in total).
 - (b) our immediate holding company and ultimate holding company are (holding% of the shareholding of our Company) and (having an interest, direct or indirect, in% (in total) of the shareholding of our Company), respectively.
 - (c) our Company is *listed/unlisted.
(If listed, please annex to this Declaration a statement setting out (i) the securities exchange on which your Company's shares are listed, and (ii) the names of the Directors and Audit Committee members of your Company.)
 - (d) *our Company is a member of a group of companies with listed member(s).
(Please annex to this Declaration a statement setting out (i) the names of the listed member(s) of the group, (ii) how it/they is/are related to your Company, (iii) the securities exchange on which it/they is/are listed, and (iv) the names of its/their respective Directors and Audit Committee members.)
- 3) I am/We are *not a Director or Chief Executive Officer or member of the immediate family *(ie. spouse, child, adopted child, step-child, sibling or parent)* of a Director or Chief Executive Officer of SATS Ltd. ("**SATS**").
- 4) I am/We are *not trustee(s) of any trust of which a Director or Chief Executive Officer of SATS or his immediate family is a beneficiary or *(in the case of a discretionary trust)* is a discretionary object.
- 5) I am/We are *not a company in which a Director or Chief Executive Officer of SATS or his immediate family has an interest of 30% or more.

I/We confirm that the above information is true and correct. I/We understand that you require the information to comply with Chapter 9 of the SGX-ST Listing Manual.

Date:

Signature:

Name of Authorised Signatory:

Designation of Authorised Signatory:

Name of Person/Firm/Company:

Company Stamp:

Note [*]: Delete as appropriate.

Words and expressions used herein bear the meanings set out in the SGX-ST Listing Manual or the Companies Act (Chapter 50) of Singapore. Please contact Company Secretary SATS if you require any clarification of this Declaration or any words and expressions used herein.

FORM OF TENDER

TO:

The Secretary, Tender Committee (Non-Foodstuff & Other Equipment)

SATS Inflight Catering Centre 1
20 Airport Boulevard
Singapore 819659

Tender for Integrated Maintenance, Repair and Minor Works related to Mechanical And Electrical Services, Building And Other Facilities Services For SATS Maintenance Centre and SATS Rented Premises located at Passenger Terminal Buildings 1, 2, 3 and 4, for the period 25 Nov 2021 to 24 Nov 2026 (with option for further 2 years extension)

We, the undersigned, hereby tender and undertake the following: _____

- (I) The Maintenance of Buildings, Mechanical and Electrical Services in accordance with the terms and conditions as specified in Document A and Document B and as listed in the Contract

- _____
(II) The Term Contracts for Minor Works & Repairs in accordance with the terms and conditions as specified in Document C.

We hereby agree to complete and execute the Articles of Agreement within seven (7) days from the date of your letter of award of this tender. We hereby agree to execute the Agreement with the Company.

All words, expressions and terms used in this Tender will bear the same meaning as that defined in the Conditions of Contract and shall have reference to documents, annexes and schedules contained in the Tender Documents.

Dated this _____ day of _____ 20_____

Signature _____ Name _____

In the capacity of _____

Authorised to sign tenders for and on behalf of _____

(Name of Tenderer)

Name of Witness _____

Address of Witness _____

Proposed Maintenance Fees:-

(A) SATS Maintenance Centre

(i) 1st Year

_____ (S\$ _____) per annum

(ii) 2nd Year

_____ (S\$ _____) per annum

(iii) 3rd Year

_____ (S\$ _____) per annum

(iv) 4th Year (Optional)

_____ (S\$ _____) per annum

(v) 5th Year (Optional)

_____ (S\$ _____) per annum

Tenderer's Name / Signature / Date

(II) The Term Contracts for Minor Works & Repairs in accordance with the terms and conditions as specified in Document C at the following rates:-

- | | | |
|-----|--|---|
| (a) | * PLUS (+)
MINUS (-) _____ | Percent (%) variation from Priced
Schedule of Rates (Building Works) |
| (b) | * PLUS (+)
MINUS (-) _____ | Percent (%) variation from Priced
Schedule of Rates (Mechanical Services Works) |
| (c) | * PLUS (+)
MINUS (-) _____ | Percent (%) variation from Priced
Schedule of Rates (Electrical Works) |
| (d) | * PLUS (+)
MINUS (-) _____ | Percent (%) variation from Priced
Schedule of Rates (Plumbing and Sanitary
Works) |
| (e) | Priced Schedule of Rates for monthly reduction / addition of maintenance cost for
changes in area (without adjustment of manpower) : _____ per sqm. | |
| (f) | Priced Schedule of Rates minor works and repairs for Boiler & Steam Systems
(Contractor to submit price – Document A Part VIII, Schedule II) | |

Tenderer's Name / Signature / Date

(*) Delete where is applicable and insert the percentage figure in the blank spaces provided. If no percentage figure is inserted, it is assumed that the tender for Additional Works is at no variation from the Priced Schedule of Rates.

Proposed Maintenance Fees:-

(B) SATS Rented Premises located at Passenger Terminal Buildings 1, 2, 3 and 4

(i) 1st Year

_____ (S\$ _____) per annum

(ii) 2nd Year

_____ (S\$ _____) per annum

(iii) 3rd Year

_____ (S\$ _____) per annum

(iv) 4th Year (Optional)

_____ (S\$ _____) per annum

(v) 5th Year (Optional)

_____ (S\$ _____) per annum

Tenderer's Name / Signature / Date

(II) The Term Contracts for Minor Works & Repairs in accordance with the terms and conditions as specified in Document C at the following rates:-

- | | | |
|-----|--|---|
| (a) | * PLUS (+)
MINUS (-) _____ | Percent (%) variation from Priced
Schedule of Rates (Building Rates) |
| (b) | * PLUS (+)
MINUS (-) _____ | Percent (%) variation from Priced
Schedule of Rates (Mechanical Services Works) |
| (c) | * PLUS (+)
MINUS (-) _____ | Percent (%) variation from Priced
Schedule of Rates (Electrical Works) |
| (d) | * PLUS (+)
MINUS (-) _____ | Percent (%) variation from Priced
Schedule of Rates (Plumbing and Sanitary
Works) |
| (e) | Priced Schedule of Rates for monthly reduction / addition of maintenance cost for
changes in area (without adjustment of manpower) : _____ per sqm. | |
| (f) | Priced Schedule of Rates minor works and repairs for Boiler & Steam Systems
(Contractor to submit price – Document A Part VIII, Schedule II) | |

Tenderer's Name / Signature / Date

(*) Delete where is applicable and insert the percentage figure in the blank spaces provided. If no percentage figure is inserted, it is assumed that the tender for Additional Works is at no variation from the Priced Schedule of Rates.

Proposed Maintenance Fees (for SMC & SATS Premises located at PTB 1, 2, 3 and 4):-**(C) SATS Maintenance Centre & SATS Premises located at Passenger Terminal Buildings 1, 2, 3 and 4**

- (i) 1st Year
_____ (S\$ _____) per annum
- (ii) 2nd Year
_____ (S\$ _____) per annum
- (iii) 3rd Year
_____ (S\$ _____) per annum
- (iv) Total 1st – 3rd Year (including 'discount' if any) (i + ii + iii) _____
(S\$ _____) per annum
- (v) Discount: _____ (S\$ _____) per annum
Total 1st – 3rd Year (after discount if any) (iv – v) _____
(S\$ _____) per annum
- (vi) 4th Year (Optional)
_____ (S\$ _____) per annum
- (vii) 5th Year (Optional)
_____ (S\$ _____) per annum

 Tenderer's Name / Signature / Date

SAMPLE OF BANKERS GUARANTEE

[Letterhead of Bank]

[Insert Date]

SATS Catering Pte Ltd
SATS Inflight Catering Centre 1
20 Airport Boulevard
Singapore 819659

Dear Sirs,

OUR BANK GUARANTEE NO. [INSERT NUMBER] FOR SINGAPORE DOLLARS [INSERT AMOUNT IN WORDS] ONLY (\$\$ INSERT AMOUNT IN NUMBERS)

In consideration of yourselves, SATS Ltd of SATS Inflight Catering Centre 1, 20 Airport Boulevard Singapore 819659, ("SAS") having agreed to enter into an agreement for the (the "Agreement") with [insert name of Contractor] (the "Contractor") under which SAS agreed to allow the Contractor to furnish the security deposit payable under the Agreement by way of a banker's guarantee, we, [insert name of Bank] of [insert address of Bank] (the "Bank") hereby unconditionally and irrevocably guarantee and undertake to make payment to you of up to the maximum aggregate sum of Singapore Dollars [insert amount of the security deposit in words] only (\$\$ [insert amount of the security deposit in numbers]) (the "Guaranteed Sum").

The Guaranteed Sum, or such part or parts thereof as may be specified by you in your written demand to the Bank made from time to time, shall be payable by the Bank in full immediately upon first written demand by you, without any set-off, counterclaim or deduction whatsoever.

The Bank shall not impose any condition or qualification for/in making any payment to SAS pursuant to such demand, nor shall the Bank make any reference to the Contractor prior to making such payment. The Bank shall make sure payment demanded notwithstanding any notice or demand from the Contractor not to do so.

The Bank shall not at any time be concerned so to whether there is any breach by SAS or the Contractor or any dispute between SAS and the Contractor in respect of any terms and conditions of the Agreement. This Guarantee and the Bank's liability under this Guarantee shall not be determined, discharged or released or in any way affected, prejudiced or impaired by:-

- a) Any indulgence, forbearance or concession given by SAS to the Contractor (whether as to payment, time, performance or otherwise);
- b) Any arrangement made with the Contractor or any other person;
- c) Any variation of the terms and conditions of the Agreement;
- d) Any lack of capacity or authority on the Contractor's part in executing the Agreement; or
- e) Any insolvency, winding up, liquidation, bankruptcy or dissolution of the Contractor.

Whether known to or agreed by the Bank or otherwise.

The Bank's obligations under this Guarantee are that of a primary obligor and not merely as surety, and the Bank hereby waives all rights which it might otherwise as surety be entitled to claim and enforce.

This Guarantee shall be irrevocable and shall remain in full force and effect at all times throughout the period from the date of this Guarantee up to and including [insert date falling 2 months after the date of expiry of the term of the Agreement] (both dates inclusive) (the "Claim Period"). Demand may be made by SAS at any time and from time to time during the Claim Period. Upon expiry of the Claim Period, all liability of the Bank shall cease under this Guarantee, notwithstanding that this Guarantee is not returned to the Bank's for cancellation.

This Guarantee shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore and the Bank hereby submits to the non-exclusive jurisdiction of the Singapore courts.

[insert name of signatory]

[insert title of signatory]

for and on behalf of [insert name of Bank]

ARTICLES OF AGREEMENT

(Specimen Copy)

AN AGREEMENT made the _____ day of _____ 2016 BETWEEN _____ of (or whose registered office is situated at) _____ (the "Contractor") AND SATS LTD (Co. Registration No. 198500561G) of 20 Airport Boulevard, Singapore 819659 (the "Company").

WHEREAS :

The Company is desirous of employing the Contractor to undertake Integrated Maintenance, Repair and Minor Works relating to Mechanical and Electrical Services, Building and Other Facilities Services for SATS Maintenance Centre ("SMC") / SATS Rented Premises located at Passenger Terminal Buildings 1, 2, 3 and 4 ("PTB 1-4") from _____ to _____ (the "Works") and the Contractor is desirous of carrying out the Works.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. For the consideration hereinafter mentioned the Contractor will carry out and complete the Works in accordance and in compliance with the Conditions of Contract, the Additional Conditions for Maintenance and Term Contract Works, Work Specification, the priced Schedule of Rates annexed to this agreement.
2. Subject to Clause 6 of the Conditions of Contract, the Company, will pay the Contractor in respect of the Works hereinafter defined and described in the Conditions of Contract, the breakdown of the Contract Sum in Singapore Dollars (excluding GST) as follows :-

1st Year : Singapore Dollars _____ (S\$ _____)

2nd Year : Singapore Dollars _____ (S\$ _____)

3rd Year : Singapore Dollars _____ (S\$ _____)

(hereinafter jointly referred to as "the Contract Sum").
3. The Company will pay the Contractor in respect of additional works hereinafter defined and described in the Conditions of Contract whatever sums payable at the time and in the manner specified in the Conditions of Contract but at such a lower or higher amount corresponding with the Contractor's Tender respect of additional works.
4. The Works and additional works are not by virtue of this Agreement exclusive to the Contractor and the Company may enter into any other agreement for similar work with any other person during the Contract period.
5. The parties to this Agreement hereby agree to perform all obligations set out in the Conditions of Contract and the Tender Documents and all there documents will form as integral part of this Agreement.
6. The Contractor hereby agrees that time will be the essence of this Agreement.
7. All provisions in the Agreement relating to the procuring of insurance coverage are deemed to be conditions precedent to the contract and must be performed by the Contractor before commencement of the Works and the Agreement will not commence until the Company is satisfied that such obligations have been performed.

8. The provision in the Agreement on security deposit requirement is deemed to be a condition precedent to the Agreement and must be complied with by the Contractor before commencement of the Works and the Agreement will not commence until the Contractor had provided the security deposit to the satisfaction of the Company.
9. All terms, expressions and word used in this Agreement, will bear the same meaning as defined in the Conditions of Contract and will have reference to documents, annexes and schedules contained in the Contract.
10. The Contract Sum is exclusive of the Good and Services Tax ("GST"). Any GST will be borne by the Company.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

Signed by)	
Name : _____)	
)	
Designation : _____)	Signature : _____
)	
For and on behalf of)	
SATS LTD)		
In the presence of: -)	
)	
Name : _____)	
)	
Designation: _____)	Signature : _____

Signed by)	
Name : _____)	
)	
Designation : _____)	Signature : _____
)	
For and on behalf of)	
[Contractor's Company Name])		
In the presence of: -)	
)	
Name : _____)	
)	
Designation: _____)	Signature : _____

**AGREEMENT FOR INTEGRATED MAINTENANCE, REPAIR AND MINOR WORKS
RELATING TO MECHANICAL AND ELECTRICAL SERVICES, BUILDING AND OTHER
FACILITIES SERVICES FOR SATS MAINTENANCE CENTRE AND SATS RENTED
PREMISES LOCATED IN PASSENGER TERMINAL BUILDINGS 1, 2, 3 AND 4 FOR THE
PERIOD 25 Nov 2021 TO 24 NOV 2026**

THIS AGREEMENT is made the _____ day of _____ 2021 BETWEEN

1. **SATS Ltd** (the "Company") (Co. Registration No. 198500561G) having its registered office at 20 Airport Boulevard, Singapore 819659; and
2. [_____] (the "Contractor") having its place of business at [_____] , Singapore [_____].

WHEREBY IT IS AGREED BETWEEN THE PARTIES as follows:-

1. DEFINITIONS

- 1.1 In this Agreement, the following words and expressions shall unless the context otherwise requires, have the meanings herein assigned to them:-
 - a) "Affiliate" in relation to any person ("the first mentioned person") means any person ("the second mentioned person") which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the first mentioned person, and includes any other person which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the second mentioned person.
 - b) "Contract" or "Agreement" shall mean this Agreement, together with the Additional Conditions for Maintenance Work, Term Contract work, breakdown of tender price, manpower and others and Contractor's submission of Document A, Work Specifications for Routine Maintenance, Technical Specifications, Equipment Schedule and Floor Plans of Document B, Term Contracts for Minor Works & Repairs of Document C, Volume 1, 2 and 3 and all these documents taken together will be deemed to form one contract and will be complementary to one another.
 - c) "Control" in relation to any person means either of the following:
 - i. the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of a majority of the board of directors of that person; or
 - ii. The ownership of not less than fifty percent (50%) of the total issued voting shares or stock in that person,

And "Controlled" shall be construed accordingly.

- d) "Superintending Officer" or the initials "SO" or "Company's Supervisor" shall mean the Company's Manager or his successors in office and also such person or persons as may be deputized by him to act on his behalf for the purpose of the Contract.
- e) "Works" shall mean any of the works described in the Additional Maintenance work, Term Contract work, maintenance carried out by installation contractors, Technical Specifications

and work specifications of Document A, B and C and/or including all modified, extra or additional works and obligations to be performed by the Contractor under the Contract.

- f) "Approved and directed" wherever appear hereinafter and in all the documents forming the Contract shall mean approved and directed as the case be in writing by the Company.
- g) "The Contract Area" or "Premises" shall mean SATS Maintenance Centre and/or SATS Rented Premises located at Passenger Terminal Buildings 1, 2, 3 and 4.
- h) "Contractor's Personnel" means any officer, employee, servant, agent or permitted subcontractor of the Contractor assigned by the Contractor at any time to supply the Goods and/or perform or provide the Services or any part thereof.
- i) "Commencement Date" shall mean [●] or such other date as the Parties may agree in writing.
- j) "Site" shall mean the land or place of the Contract Area where the Works are to be executed under the Contract and any adjacent land or place, which may be allotted or used for the purpose of carrying out the Contract. For any areas not mentioned herein, the Superintending Officer reserves the right to issue works and order to carry out the works.
- k) "Specifications" shall mean Document A. Document B and Document C in the tender document.
- l) "Standards" means the standards required of the Contractor in the performance of the Works, being that of due skill, care and diligence, and the performance of such Services in an expeditious, and a proper and workmanlike manner and in accordance with prevailing codes of practice, best industry practices and recognised professional standards and as may otherwise be set out in the tender document.
- m) "Term" shall mean three (3) years with effect from the Commencement Date with an option of two [2] years extension and their surrounding area, and/or such other facilities, buildings and areas as the Contractor may notify the Contractor from time to time

1.2 Words importing the singular only also include the plural and vice versa where the context requires. The headings contained in the Contract are for ease of reference only and not to be taken into account in the construction or interpretation of its provisions.

1.3 References in this Agreement to the "Company" shall extend to such entities within SATS Ltd ("SATS") Group of companies ("SATS Group") and which SATS Group controls, directly or indirectly. The expression "SATS Group" shall mean SATS and its related corporations (as defined by Companies Act (Cap 50) of Singapore) and "**control**" shall mean, either (a) control of at least 20% of the issued share capital of an entity; (b) control of at least 20% of the voting rights attached to the shares of the issued share capital of an entity; (c) control of the composition of the board of directors of an entity; or (d) undertaking or control of the management and/or operation of the business of an entity.

2. SCOPE OF CONTRACT

- 2.1 The Contractor will carry out and complete the Works in accordance with this Contract in every respect in accordance with the directions and to the satisfaction of the Superintending Officer.
- 2.2 Any order given to the Contractor by the issue to him of a signed Works Order by the Superintending Officer will constitute a Works Order within the scope of this Contract.
- 2.3 The decision of the Superintending Officer as to what constitutes a single Works Order will be final and conclusive, and he will be entitled to treat the Contract Area as a whole for the purpose of grouping works or supplies as he may consider appropriate.
- 2.4 The Superintending Officer may at his absolute discretion and from time to time issue written instructions, written directions and written explanations, all of which are hereinafter collectively referred to as "Superintending Officer's instructions" in regard to:-
- a) The variation or modification of the design, quality or quantity of the Works or the addition, omission or substitution of any Work.
 - b) The removal from the Site of any materials brought thereon by the Contractor and the substitution of any materials therefor.
 - c) The opening up for inspection of any of the Works covered up.
 - d) The amending and making good of any defects.
 - e) The execution and completion of any Additional Works.
 - f) The dismissal from the Works of any person.
 - g) Any other matters relating to the Works or the Contractor's obligations under the Contract or the Contractor's performance thereof.
 - h) Subject to Clause 2.5 below, any minor additions and alterations which are required to be carried out by the Contractor.
- 2.5 Minor additions and alterations to the Building, Systems and Facilities are anticipated. The Contract Price shall be deemed to be inclusive of such minor additions and alterations.
- 2.6 The Contractor will forthwith comply with the Superintending Officer's instructions and duly execute any Works comprised in the Superintending Officer's instructions.
- 2.7 For the purpose of this Contract, the Works Specifications, Schedule of Rates, Works Orders issued pursuant to the provisions of this Contract and the Superintending Officer's instructions will be deemed to be mutually explanatory of each other unless specified otherwise.
- 2.8 The Company may instruct the Contractor to supply additional workers or to engage other persons or its own labourers to undertake the Works, if in the opinion of the Superintending Officer's, the Contractor has shown poor or tardy performance or for any other reasons whatsoever. In such circumstances, the Contractor will bear all costs and damages incurred.

3. AGREEMENT PERIOD

- 3.1 The Contract shall be for the period from _____ to _____ with an option for further 2 years extension.

The Company may subject to written notice being given to the Contractor of one (1) month, respectively extend this Agreement or any part hereof, for a further period not exceeding one (1) year from expiry date, on the same terms and conditions.

4. DISCREPANCIES

- 4.1 The whole of Works especially figured dimensions, etc. must be checked at the Site to ensure correctness before fabrication and any serious discrepancy will be immediately reported to the Superintending Office prior to the Work commenced.

5. SERVICE OF NOTICE

- 5.1 Within 7 days of the signing of the Contract, the Contractor will by notification in writing to the Superintending Officer, name and supply the address of the person in Singapore who is authorised to accept service on its behalf of any notice to be given to the contractor under the terms of the Contract; such person and such other person as may be named from time to time by the Contractor and notified in writing to the Superintending Officer as authorised to accept service on behalf of the contractor, hereinafter referred to as "the authorised person".
- 5.2 Any notice to be given to the Contractor under the terms of the Contract will be deemed to have been given if served upon the authorised person:-
- a) Personally; or
 - b) By registered post addressed to the authorized person's address as named by the Contractor.
- 5.3 Any notice to be given to the Superintending Officer under the terms of the Contract will be served by sending the same by registered post to or leaving the same with acknowledged receipt at the office of the Superintending Officer/registered office of the Company.

6. CONTRACT DOCUMENT FOR CONTRACTOR

- 6.1 The Contractor will not divulge or use any information contained in the Contract to any third party other than for the purpose of the Contractor's performance of its obligations under this Contract.

7. DRAWINGS AND SPECIFICATIONS, ETC.

- 7.1 The original Contract documents and floor documents and floor plans / drawings will remain in the custody of the Company and will be produced by the Company as and when required by the Contractor. The Contractor shall from time to time update the drawings to incorporate all modifications and alterations to the building or the building systems.

- 7.2 The description of the Works in the Work Specifications will not define or limit the Works to be executed under the Contract.
- 7.3 The materials or fittings used by the Contractor will meet the latest British Standard ("BS") and Singapore Standard ("SS") including any amendments, in force/specified by the Company at the time of tendering. Should no standard be applicable/specified, the materials or fittings will be to the approval and satisfaction of the Superintending Officer. Materials and fittings required/specified to be in accordance with the BS or SS will be branded or certified products as prescribed in the particular BS or SS, when required by the Company.

8. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY FOR THE WORKS

- 8.1 Unless otherwise stated to the contrary under the Contract, the Contractor shall provide at its own cost everything necessary inclusive of properly qualified safety personnel (e.g. Safety supervisors, work at height supervisor, fire watcher, etc.), skilled workers who possess the requisite skills and experiences, tools, equipment, cleaning materials, machinery etc. for the proper and efficient execution of the Works according to the true intent and meaning of the Works as described in the contract Document A, B and C and Works Orders taken together whether the same may or may not be particularly shown or described, provided that the same is reasonably to be inferred therefrom.

9. PAYMENTS OF CONTRACT SUM AND TERMS OF PAYMENT

- 9.1 Subject to Clauses 14 and 15, the Company shall pay the Contractor (so long as the Contractor performs its obligations hereunder to the satisfaction of the Company) based on the annual sum (the "Contract Sum" or "Contract Price").
- 9.2 The Company will pay the Contractor in respect of additional Works (as hereinafter described) whatever sums payable to the Contractor as specified in the Contract, at the time and in the manner specified in the Contract.
- 9.3 The Contract Sum is exclusive of Goods and Service Tax ("GST"). Any GST will be borne by the Company, subject to the production of tax invoices of the Contractor addressed to the Company.
- 9.4 Payment of the Contract Sum and any other sums due to the Contractor under this Contract, shall be made to the Contractor progressively at monthly intervals on or before the 60th day after the Company's receipt of its invoices made out in duplicate, together with all supporting documents, the Contractor's certificate listing the Works that have been duly completed and the Contractor's attendance records using punch card machine, subject to such deductions or additions made by the Company in accordance with the terms of the Contract Price shall be subject to the performance of the relevant Works being executed to the satisfaction of the Company and to the invoices so submitted being in order.
- 9.5 Unless otherwise stated to the contrary, the Contract Sum will be deemed to cover all costs in performing the Maintenance Services under Clause 2.1(a) to 2.1(n) of the Additional Conditions for Maintenance Work of this Document A.
- 9.6 In addition to the Contract Sum, the Company will pay the Contractor all agreed additional charges for carrying out such Works from time to time as required by the Company. Such Works carried out by the Contractor and paid for by the Company shall be done in accordance

to the terms spelt out in this Contract. The Company may request the Contractor to either quote the Company on the Works based on Schedule of Rates or sourcing the market for quotations.

- 9.7 Payment by the Company for the Works done under any Works Order will not relieve the Contractor from its liability to amend and make good all defects, shrinkage, and other faults or damage, as provided for in this Contract for a period of 12 months (or otherwise agreed upon) after the Works were completed.
- 9.8 All payments made by the Company will be made in Singapore dollars.
- 9.9 The Company may, to the extent permitted by law, deduct from or set-off any amount due and payable to the Contractor from the Company against any payment or sum due and payable to the Company and/or any of its Affiliates from the Contractor, whether under this Agreement or otherwise and whether as damages or otherwise.

10. SECURITY DEPOSIT

- 10.1 The Contractor shall, no later than the Commencement Date, pay the Company an amount equal to \$[•] (the “**Security Deposit**”), or in lieu of such payment, provide the Company with a banker's guarantee issued by a bank approved by, and on such terms and conditions as may be prescribed by, the Company.
- 10.2 Any payment pursuant to Clause 10.1 shall constitute security for the payment of any sum due and payable to the Company from the Contractor as liquidated damages, compensation or otherwise, and the Company shall be entitled to retain the amount of such payment until the expiry or earlier termination of this Agreement, and may utilise at any time the whole or any part of such payment in payment of any sum due to the Company from the Contractor. The Company shall not be required to pay any interest on the Security Deposit. In any event, nothing herein shall be construed as in any way limiting the Company's right of recovery against the Contractor to the amount of the Security Deposit.
- 10.3 In the event that the Contractor provides the Company with a banker's guarantee in lieu of paying the Company the amount of the Security Deposit:
- 10.3.1 the Company may, but shall not be obliged to, invoke the banker's guarantee and recover therefrom in respect of any sum due and payable to the Company from the Contractor, without prejudice to any other right or remedy which may be available to the Company whether under this Agreement or at law; and
- 10.3.2 without prejudice to the Company's rights to prescribe any other term or condition under Clause 10.1, the Contractor shall procure that the date specified in such banker's guarantee as the “expiry date” is successively extended so that demands under the banker's guarantee can continue to be validly made by the Company and honoured by the issuing bank at any time throughout the period from the date of issuance of such banker's guarantee up to the expiry of the Agreement Period.
- 10.4 The Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate at any time after the Contractor neglects or fails in any way to observe, carry out, fulfil or discharge any of its obligations under this Agreement or any representation or warranty by the Contractor under this Agreement is or becomes untrue or incorrect or is breached in any respect. Without prejudice to the foregoing, in the event that the Contractor shall neglect or fail in any way to observe, carry out, fulfil or

discharge any of its obligations under Clause 10.3.2, the Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate and to retain any and all amounts paid by the issuing bank under the banker's guarantee until the Contractor shall have discharged and performed all its obligations under this Agreement, and to utilise such amounts at any time to settle any sum due from the Contractor to the Company in connection with this Agreement.

- 10.5 Any demand made by the Company under the banker's guarantee and any payment received by the Company thereunder shall not preclude, affect or restrict the exercise of any rights by the Company under this Agreement or any legal remedy or relief to which the Company is entitled arising from any breach of the Contractor or any matter or event in respect of or pursuant to which the demand is made and any sum received by the Company as payment under the banker's guarantee shall be applied by the Company towards any sum due or payable by the Contractor to the Company (whether as damages or otherwise).

11. COMMENCEMENT OF WORKS

- 11.1 The Contractor will not commence any Works under this Contract before the security deposit stipulated under Clause 10 has been deposited with the Company and the receipt therefore produced for the inspection of the Superintending Officer.

12. DEFECTS AFTER COMPLETION AND DELAY AND EXTENSION OF TIME

- 12.1 Any defects either of materials or workmanship which may appear within 12 months (or otherwise agreed upon) of the completion of a Works Order due to materials or workmanship not in accordance with this Contract, will, within a reasonable time after receipt of the Superintending Officer's instructions, be made good by the Contractor at his own cost.
- 12.2 If the Contractor fails to carry out any such instructions of the Superintending Officer, within such reasonable time as specified in the Superintending Officer's instructions, the materials or works so affected as may at the option of the Superintending Officer be made good by the Superintending Officer or such person or persons as the Superintending Officer may direct, in such manner as he may think fit, in which case the cost thereby incurred will be borne by the Contractor and either payable by the Contractor on demand or deducted from any sums due to the Contractor by the Company, at the Company's option.
- 12.3 If any defect be such that, in the opinion of the Superintending Officer, it will be impracticable or inconvenient to remedy the same, the Superintending Officer will ascertain the diminution in the value of the Works due to the existence of such defect and the amount of such diminution will either be payable by the Contractor on demand or deducted from any sums due to the Contractor by the Company, at the Company's option.

13. MAJOR REPAIRS, REPLACEMENT, IMPROVEMENT AND OTHER ADDITIONAL WORKS

The following provisions will be read in conjunction with Clause 15.

13.1 Major Repair and Replacement Works

Any major repairs, overhaul and replacement of parts will be carried out by the Contractor with the prior written agreement of the Company subject to the Agreement. The Contractor will be reimbursed for the cost price of parts only, approved by the Company in advance. Labour, transport, profit and attendance including firewatcher will be deemed to be included in the Contract Price.

13.2 Improvement and Other Additional Works

The Superintending Officer may order any improvement Works and other additional Works to be carried out by the Contractor, subject to Clause 2.1(h) of the Additional Conditions for Maintenance Work of Annex A.

- a) Works Orders will be issued by the Company for the execution of such Works.
- b) The costs of labour, transport and materials, etc. will be calculated based on the relevant rates set out in the attached Schedule of Rates and Schedule of Labour Rates and must be approved by the Company in advance. All profit and attendance including sufficiently trained workers (e.g. firewatcher, safety supervisor, etc.) necessary for the satisfactory completion of the works shall be deemed inclusive. The Contractor shall not be eligible to charge any additional fees.
- c) The Company shall reserve the rights to get the Contractor to source the market for quotations for additional Works. The Contractor shall be entitled to charge the actual cost of the Works plus the respective percentage stated in Clause 15.
- d) The Contractor shall not use existing manpower on shift to carry out or supervise additional Works. If the Contractor is found to use existing manpower currently on shift to carry out or supervise additional Works, the Company shall reserve the rights to deduct the cost of manpower plus additional \$500 administration fee from the cost of the additional Works.

14. VARIATIONS AND EXTRAS

- 14.1 The Contract Sum will remain fixed and will only be adjusted in accordance with the provisions of this Contract for the whole period of this Contract.
- 14.2 The Superintending Officer may at any time during the Agreement Period, by order in writing make or cause to be made any variations to or deviations from the Time Schedules, Works Orders, Contract Area or Works Specifications as he deems appropriate and the Works will be executed according to the said variations or deviations under his direction and to his satisfaction and any Works or materials directed by the Superintending Officer not to be done or used will not be done or used by the Contractor.

15. PAYMENT OF VARIATIONS AND EXTRAS, FINAL MEASUREMENT

- 15.1 No variation to the Works will vitiate either the Contract or a Works Order.
- 15.2 Generally no claim for additions to the Works would be considered except when authorized in writing by the Company or the Superintending Officer. A written instruction or order must be obtained before the execution of any additional Work. Should any additional Work be instructed verbally or be required owing to unforeseen reasons during the duration of the Contract, the Contractor will immediately forward a statement of claim for the additional Work to the Company or the Superintending Officer in order that its claim may be investigated and sanctioned if appropriate. The Company may engage their own contractors to provide quotes if the Superintending Officer opined that the Contractor had overcharged the Company or had failed to produce quotations promptly, resulting in delay in Works completion. Under such circumstances, if, consequent upon any changes to the scope of the Works or Contract Area, the increased costs incurred by the Contractor in carrying out the Works are verified and approved by the Company or the Superintending Officer in writing, then the Contract Price will be adjusted accordingly.
- 15.3 When any Work under a Works Order is completed, the Contractor will inform the Superintending Officer who will check the Work as detailed therein on the Site, in the presence of the Contractor or its authorized representative if the Contractor so desires, and any addition, alterations or omissions from the Works Order will be agreed and valued in accordance with the Schedule of Rates.
- 15.4 The Contractor shall submit the claims for any Works or circumstances on the account of which he may consider that he is entitled to extra payment, within one (1) week from the time of the commencement of such Works or occurrence of such circumstance. All such claims must be accompanied by full particulars and must state under which provision of the Contract it is claiming and that the payment shall be made.
- 15.5 The amount to be allowed on either side in respect of variations and extras ascertained as above described, will be added to or deducted from the amount of the Works Order as the case may be.
- 15.6 The measurement and valuation of a Works Order will be completed within one (1) month of the Works Order and be submitted to the Superintending Officer as per the Time Schedule described in Clause 9 of the Conditions of Contract.
- 15.7 It is understood that no account will be taken by the Company of any amount by which any cost incurred by the Contractor will have been increased whether by reason of the making after the date of its tender in the Republic of Singapore or elsewhere of any law, regulation, order or by-law having the force of law or by reason of any rise in the rates of wages payable to labour or in the cost of material or transport or otherwise, above such costs applicable as at the date of its tender.
- 15.8 Unless otherwise stated in the Schedule of Rates, all Works shall be measured and billed to the nearest 2 decimal points.
- 15.9 Variation and extras unless previously or otherwise agreed will be made in accordance with the following rules:-
- a) The rates in the Schedule of Rates will determine the valuation of extra Work of similar character.

- b) Where there is no similar Work item in the Schedule of Rates that can be applied to the extra Work in accordance with Clause 15.10 then a fair valuation thereof will be made based on the rates for similar Works in the locality currently at the time when the relevant Works are executed.
- c) Where Clause 15.10 are clearly inapplicable, the following shall apply:-
- i. Variation and extras for additions and alterations work where work cannot properly be measured or valued will be made in accordance with the following rules:-
 1. Materials and Works (including Labour etc.)
 Material not listed in the Schedule of Rates will be charged (invoices to be produced at the actual Prime Cost to the Contractor of his material plus ten percent (10%), capped at \$1000 for each instance, which will include the use of tools, transport, labour for installation, overhead, profit and cut and waste. The cost of such purchases must first be approved by the Company before the purchases are made.
 2. Materials and Specialist Works (including labour, etc.)
 Works provided by proprietary vendors, will be charged (invoice to be produced) at the actual cost to the Contractor plus ten percent (10%) which will include preparation of documents for quotation / tender exercises. This is capped at \$1000 for each instance.
 3. Materials Only
 Materials (purchase only without installation) not listed in the Schedule of Rates will be charged (invoices to be produced) at the actual cost to the Contractor plus five percent (5%), capped at \$500 for each instance which include transport, delivery, preliminaries and attendance charges. The cost of such purchases must first be approved by Superintending Officer before the purchases are made.
 - ii. Variations and extra for repair and maintenance work where work cannot be properly measured or valued will be made in accordance to the following rules (all costs must be approved by the Company before the purchases are made).
 1. Materials are listed in the Schedule of Rates will be charged (invoices to be produced) at the actual Cost to the Contractor of his material.
 2. Works by specialist sub-contractor or supplier where similar items or rates are not available from other sections of the Schedule of Rates herein contained, will be charged (invoices to be produced) at the actual cost to the Contractor.
 3. Materials (purchase only without installation) not listed in the Schedule of Rates will be charged (invoices to be produced) at the actual cost to the Contractor.

15.10 The said rates in the Priced Schedule of Rates or rates derived from above in so far as it is agreeable with the Contractor will also determine the valuation of items omitted.

- 15.11 The Contractor will produce the Superintending Officer such quotations, invoices, bills, receipts and other documentation, as may be necessary to show the actual details of the sums paid by the Contractor.
- 15.12 The Contractor will provide the necessary adequately trained safety supervisor, site supervisor and staff to supervise any Works, as and when requested by the Superintending Officer. The cost of labour will be in accordance to the Schedule of Labour Rates as stated in Annex C, Breakdown of Tender Price: Schedule III – Priced Schedule of Rates.

16. DEDUCTIONS FROM MONEY DUE TO CONTRACTOR

- 16.1 SATS may deduct any monies which the Contractor may be liable to pay to SATS under the Contract, from the security deposit referred to in Clause 10 or any sums which may become payable to the Contractor hereunder.

17. PRICED SCHEDULE OF RATES AND SCHEDULE OF LABOUR RATES

- 17.1 The Priced Schedule of Rates and the Schedules of Labour Rates Charges Rates will form part of the Contract and will together with the Quantities in the Works Order form the basis of the amount of a Works Order. Should any errors or omissions appear in the Works Order, they will be rectified and such rectification will constitute a variation of the Works Order. If so required by the Superintending Officer, the Contractor will have to produce taking-off sheet abstract or other computations employed to show how Quantities are built up in the bills.
- 17.2 For avoidance of doubt, the Priced Schedule of Rates for Material will be used to compute the cost of variation and extra for repair and replacement work required under Clause 2 of Additional Conditions for Maintenance Work. The Priced Schedule of Rates for Material and Labour will be used to compute the costs of addition and alteration works.

18. LOCAL AND OTHER AUTHORITIES' NOTICE AND FEES

- 18.1 The Contractor shall comply with and give notices and pay all fees required by any laws, regulations, orders or by-laws of any local authorities and/or public service corporations relating to the execution of the Works or the supply of services or connection of the Works with the relevant public service systems, and the Contractor will keep the Company fully indemnified against any fees, charges, penalties and liabilities of every kind arising from the breach of the Contractor's obligation hereunder.

19. POWER TO TAKE WORKS OUT OF CONTRACTOR'S HANDS

- 19.1 If the Contractor, after receipt of a written notice from the Superintending Officer requiring compliance with any of the instructions of the Superintending Officer or the Company within a period to be specified in the notice, fails to comply with such instructions, the Superintending Officer may without prejudice to the exercise of his power under any of the conditions hereof employ and pay other persons to execute the Works whatsoever which may be necessary to give effect thereof and all additional cost incurred by the Company, in connection therewith over and above such costs which would be incurred had the Contractor complied with such

instructions, will be recoverable from the Contractor by the Company as a debit or may be deducted by the Company from any monies due to or become due to the Contractor.

20. LIABILITY AND INDEMNITY

- 20.1 Injury to Persons –The Contractor shall be liable for and shall indemnify the Company and its related and associated corporations in respect of any liability, loss, claim, proceedings whatsoever, arising at common law or by statute, in respect of personal injuries to or death of any person whosoever arising out of or in the course of the execution of the Works or the performance, non-performance of the Contractor, its agent or servants or any authorized subcontractor or any circumstance – within its controls.
- 20.2 Damage to Property – The Contractor shall be liable for and shall indemnify the Company and its related and associated corporations in respect of any liability, loss, claim of proceedings whatsoever, arising at common law or by statute, in respect of loss of or damage to property real or personal , arising out of or in the course of the execution of the Works or the performance, non-performance or purported performance of the Contractor's obligations hereunder or due to any negligence, omission or default of the Contractor, its agents or servants or any authorized sub-contractor or any circumstances within its control.
- 20.3 The Company shall have no responsibility (whether to the Contractor or otherwise) in respect of any losses which are not reasonably foreseeable, any indirect, consequential, special or punitive losses, any loss of anticipated revenue, profit, use, anticipated savings, goodwill, reputation, or business contracts, or any other form of pure economic loss, or any loss or damage suffered by the Contractor as a result of, or in connection with, any claims brought against the Contractor by any third party, howsoever arising (whether in contract, tort or otherwise) and even if the Company had been advised of the possibility or likelihood of the same.
- 20.4 Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary herein, the aggregate liability of the Company arising out of or in connection with this Agreement shall not in any event exceed 10% of the annual contract value in any year.
- 20.5 Clauses 20.1 and 20.2 shall not apply to any loss of profit or revenue incurred by the Company.

21. INSURANCES

- 21.1 Without prejudice to its liability to indemnify the Company and its related and associated corporations under Clause 20.1 and 20.2, the Contractor shall forthwith and as a condition precedent to the commencement of any Works under the Contract take out such insurance policy(ies) as the Company may direct, in the joint names of the Contractor, the Company and its related and associated corporations, with such insurance company(ies) and on such terms and conditions to be approved by the Company in writing and for such amount as the Company may direct.
- 21.2 The Contractor shall take out a Workmen's Compensation policy and a Public Liability policy covering the full period of the Contract, with such insurance company and on such terms and conditions as may be approved by the Company. For a Public Liability policy, the Limits of Indemnity are:-
- a) For any one accident, minimum S\$2,500,000

- b) For any one period of indemnity Unlimited
- 21.3 Both policies shall include the Company and its related and associated corporations as joint insured. The Public Liability policy shall cover cross liability claims of one insured against another and also contains a waiver of insurer's rights of subrogation against the joint insured. The Public Liability policy must cover liability arising out of occurrences on airport premises.
- 21.4 The Workmen's Compensation policy shall contain the following endorsements:-
- Endorsement A** – If any workmen employed by the within Insured or by the Insured's Contractors as referred to in Endorsement B herein or any dependant of such workman, brings or makes a claim under Workmen's Compensation legislation in force in Singapore against SATS Ltd. ("SATS"), SATS Catering Pte Ltd ("Company") as their assigns, related and associated corporations for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Insured may be carrying out for SATS, the Insurance Company will indemnify SATS, the Company and their assigns, related and associated corporations against such claim, provided that the Insurance Company may have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement will be construed as affecting the Insured's right to recover damages in any other way under the said legislation.
- Endorsement B** – It is hereby understood and agreed that the indemnity here in granted is intended to cover the legal liability of the Insured to workmen in the employment of contractors performing work for the Insured while engaged in the business and occupation in respect of which the within policy is granted but only so far as regards claims under any Workmen's Compensation legislation or common law in force in Singapore.
- 21.5 The said policies so taken out shall be deposited with the Company before the commencement of the Works and the Contractor shall maintain them in full force and effect by payment of all premiums from time to time on the first day on which the same ought to be paid and until the completion of this Agreement and upon demand, the Contractor shall produce to the Company the last receipt for payment of such premiums.
- 21.6 If the Contractor fails to comply with the terms of this Clause 21, the Company may without prejudice to any other remedy available to the Company for breach of any terms of the Contract:-
- a) Withhold all payments which would otherwise be due to the Contractor under the Contract and out of such monies so withheld satisfy any claims for compensation by workmen that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance; and/or
 - b) Pay such premiums as have become due and remain unpaid and deduct the amount of such premiums from any monies due or to become due to the Contractor.
- 21.7 Nothing in this Clause 21 shall be construed to take away or waive in any manner to modify the right of the Company to be indemnified by the Contractor in respect of all compensation, costs and other expenses whatsoever under Clause 20.1 and 20.2 or which by reason of the Contractor's default become payable by the Company under any law, regulation, order or by-law.

22. EMPLOYMENT OF ILLEGAL FOREIGN WORKERS

- 22.1 The Contractor shall not deploy any illegal foreign worker for the execution of any parts of the Works performed by the Company under the Contract.
- 22.2 "Illegal foreign worker" means a foreign worker who:-
- a) Has not lawfully entered or remained in Singapore, in contravention of the Immigration Act (Chapter 133, 1995 edition); or
 - b) Is employed by an employer without a valid work permit, in contravention of the Employment of Foreign Works Act (Chapter 91A, 1991 edition).
- 22.3 If any illegal foreign worker is found to be so employed by the Contractor, the Company may withhold any payment due to the Contractor for such period as it deems appropriate and the Company shall not be liable for any loss or damage suffered by the Contractor as a result of any payment so withheld.
- 22.4 Further, the Contractor shall indemnify the Company against any costs and/or expenses, including legal expenses, which the Company may incur as a result of the Contractor's employment of illegal foreign workers. The Company may take such other measures against the Contractor for breach of this Clause 22, including forfeiture of the Contractor's security deposit and the debarment of the Contractor from future tenders / quotations.
- 22.5 The Contractor shall submit updated and duly certified copies of the following documents to the Company weekly for its inspection and record:-
- a) Personal particulars (including name, address, nationality, passport number and work permit number) of its works involved in the execution of any part of the Works;
 - b) The work permits of these workers; and
 - c) The passports, entry permits and re-entry permits of these workers showing that they have lawfully entered and remained in Singapore.
- 22.6 The Company or the Superintending Officer may conduct random on-site checks on the Contractor's workers to verify that the Contractor has complied with this Clause 22, and the Contractor will provide all necessary assistance and facilities in order for the Company or the Superintending Officer to perform these checks.

23. DISCHARGE OF WORKMEN

- 23.1 The Contractor shall employ only such cleaning staff, supervisors and works, who are efficient and of good character to do the Works. If in the sole opinion of the Superintending Officer, any person employed by the Contractor including such part-time workers misconducts himself or has caused quarrels or delays or is incompetent, the Contractor, when so directed by Superintending Officer in writing, will at once remove such person from the Works and he will not again be deployed on the Works without the written permission of the Company or the Superintending Officer.

24. CHILDREN UNDER SIXTEEN (16)

24.1 The Contractor shall not deploy any worker under the age of sixteen (16) under the Contract.

25. DETERMINATION OF AGREEMENT**25.1 Default**

If the Contractor defaults in any of the following respects namely:-

- a) Without reasonably cause wholly or partly suspends the Works on any or all Works Order not completed;
- b) Fails to proceed with any Works Order with reasonable diligence;
- c) Refuses or to a material degree persistently neglects in writing instructions from the Superintending Officer to remove defective work or improper materials,

Then, if any such default shall continue for 7 days after service of a writing notice on the Contractor by the Superintending Officer specifying the same, the Superintending Officer may (without prejudice to any other rights herein contained) thereupon by written notice to the Contractor determine the Contract. Provided, that notice hereunder shall not be given unreasonably or vexatiously and such notice hereunder shall be void if the Company is at the time of the notice in breach of this Agreement.

25.2 Bankruptcy or Assignment

If the Contractor:-

- a) Passes a resolution for its winding up or has a bankruptcy or winding up or judicial management petition brought against it; or
- b) Becomes insolvent or compounds with or makes any assignment for the benefit of his creditors; or
- c) Assigns the Contract or sub-contracts any portion thereof or of the Works without the written permission of the Company,

The, and in such event, the Company may without prejudice to any other rights herein contained by a written notice served on the Contractor determine by the Contract.

25.3 Gifts, Inducements and Rewards

The Company may determine the Contract and recover from the Contractor the amount of any loss resulting from the appointment of the Contractor and such determination, if the Contractor shall have offered or given or agreed to give in any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining or execution of the Contract with the Company, or if the like acts will have been done by any person employed by the Contractor acting on its behalf (whether with or without the knowledge of the Contractor), or if in relation to the Contract or any other contract with the Company, the Contractor or any person employed by him or acting on his behalf will have breached the provisions of the Penal Code or the Prevention of Corruption Act or will have abetted or attempted to commit an offence or will have given any fee or reward the receipt of which is an offence under the said Act(s).

25.4 If any of the above cases occurs, the following will apply, namely:-

- a) The Company may appoint and pay a contractor or other person or persons to carry out and complete the Works and he or they may enter upon the Site and use all materials, plant and appliances thereof, and may purchase all necessary materials, plant and appliances for the purpose aforesaid.
- b) The Contractor shall, if so required by the Superintending Officer, assign to the Company without further payment the benefit of any contract for the supply of materials and/or Works intended for use under the Contract for the execution of the Works and the Company will pay the agreed price (if unpaid) for such materials or Works supplied or executed after the said determination.
- c) The Contractor shall during the execution or after completion of the Works under this Clause 25 as and when required remove from the Site its temporary buildings, plant, appliances and any materials within such reasonable time as the O may specify in a written notice to it and in default the Company may (without being responsible for any loss or damage) remove and sell the same, holding the proceeds less all costs incurred to the credit of the Contractor.
- d) Until the completion of the Works and compliance with the Contractor's obligations under this Clause 25 no payment shall be made to the Contractor under the Contract.
- e) In the event of the completion of the Works being undertaken by the Company, allowance will be made, when ascertaining the amount to be certified as expenses properly incurred by the Company, for the cost of supervision, interest and depreciation on plant and all other overhead charges and profits, as would be incurred were the Works carried out by the Contractor.

Provide that, upon completion as aforesaid and the verification within a reasonable time of the accounts thereof, the Superintending Officer will certify the amount of expenses properly incurred by the Company and if such amount added to the monies paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion the difference will be a debt payable by the Company to the Contractor. This shall be without prejudice to the Contractor's liability to the Company for breach of or non-compliance with any of the provisions of the Contract.

26. TERM AND TERMINATION

- 26.1 The Agreement Period shall commence on the Commencement Date and continue in force for the duration of the Agreement Period, unless earlier termination in accordance with the provisions of this Clause 26.
- 26.2 Upon the expiry of the Agreement Period, the Company shall have the option to extend the Agreement Period for the further period of twelve (12) months, on the same terms and conditions as this Agreement, save for pricing and services specifications which shall be mutually agreed between the Parties. Such option may be exercised by the Company no earlier than three (3) months and no later than one (1) month prior to the expiration of the Agreement Period.
- 26.3 The Company shall have the right to terminate this Agreement at any time during the Agreement Period by giving the Contractor three (3) months' prior notice in writing.

- 26.4 Notwithstanding anything to the contrary contained herein, each Party ("Non-Defaulting Party") may at its sole discretion terminate this Agreement immediately with respect to any or all of the Services by giving written notice to the other Party ("Defaulting Party") if:
- 26.4.1 the Defaulting Party commits any breach of any term of this Agreement which, if capable of remedy, is not remedied within thirty (30) days from the date of service of the Non-Defaulting Party's notice on the Defaulting Party specifying the breach and requiring such breach to be remedied
 - 26.4.2 where the Defaulting Party is the Contractor, the total amount of liquidated damages payable by the Contractor under Clause 38 to or are in excess of the full amount of the Security Deposit;
 - 26.4.3 any mortgagee, charge or encumbrancer takes possession or a receiver is appointed over any part or all of the undertaking or property or assets of the Defaulting Party;
 - 26.4.4 the Defaulting Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 26.4.5 an order of court is made to wind up the Defaulting Party or to place it under judicial management or a resolution is passed by the members of the Defaulting Party for its winding up or liquidation;
 - 26.4.6 any distress or execution is levied or enforced in relation to any of the assets of the Defaulting Party;
 - 26.4.7 the Defaulting Party ceases, or threatens to cease, to carry on business or becomes insolvent or admits in writing its inability to pay its debts when due;
 - 26.4.8 the Defaulting Party offers, gives or agrees to give, or has offered, given or agreed to give, to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement
 - 26.4.9 the Defaulting Party shows or forbears to show favour to any person in relation to any agreement with the Company, or if similar acts shall have been done by any person employed by the Defaulting Party or acting on its behalf (whether with or without the knowledge of the Defaulting Party); or
 - 26.4.10 in relation to any agreement with the Non-Defaulting Party, the Defaulting Party or any person employed by it or acting on its behalf commits any offence under the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241), or abets or attempts to commit such an offence, or gives any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act.
- 26.5 Nothing in this Agreement shall prejudice the rights and obligations which have been accrued prior to the expiry or earlier termination of this Agreement or preclude either Party from claiming against the other Party in respect of any loss or damage arising from or incurred as a result of any breach of any of the provisions of this Agreement occurring prior to the expiry or earlier termination of this Agreement. Further, the termination of this Agreement shall not affect the continuing rights and obligations of the Company under any other provision of this Agreement which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

- 26.6 On the expiry or earlier termination of this Agreement, the Contractor shall, unless otherwise expressly directed in writing by the Company's Supervisor, remove its property that has not been retained by the Company as well as its personnel on the Premises.
- 26.7 The right of termination conferred by this Clause 26 is in addition to and not in derogation of any other right of termination of this Agreement conferred under any other provision of this Agreement.

27. MATERIALS AND WORKSMANSHIP

- 27.1 All materials to be used or incorporated into the Works must be inspected, tested and accepted by the Superintending Officer before incorporation in the Works. Any works in which untested materials are used without approval or written permission of the Superintending Officer will be performed at the Contractor's risk and may be considered unacceptable and unauthorized and may not be paid for or required to be replaced at the Contractor's cost. The Contractor will furnish certificates of compliance stating that the material used in the Works conforms to the requirements of the Technical Specifications as specified in Document B and C.
- 27.2 For confirmation purposes and at the option of the Superintending Officer, tests will be conducted by the Superintending Officer. All materials used are subject to inspection, testing and rejection at any time. Copies of all test results will be furnished to the Contractor at his written request.
- 27.3 The Contractor will furnish samples required by the Superintending Officer without charge and provide means and assist in the verification of all scales, measures and other devices which the Contractor operates.
- 27.4 The Contractor will not use in the performance of the Works any parts which are not original or which have not been approved by the equipment manufacturers or their local suppliers / agents, unless specifically approved by the Superintending Officer.
- 27.5 The Superintending Officer reserves the right to retest at any time any and all materials which have been tested and accepted at the source of supply whether before or after the same have been delivered or installed into the Works, and to reject all materials which, when tested, do not meet the requirements of the Contract, provided always that all costs incurred in connection with the testing or retesting of the materials will be borne by the Contractor if the test shows that the materials do not conform with the Contract.
- 27.6 Any certificates for demonstrating proof of compliance of materials with plans and specifications required to be furnished by the Company, will be executed in 3 copies. Each certificate will be signed by an authorised officer of the manufacturing company and will contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of the tests to which the certificate applies. Certification will not be construed as relieving the Contractor from furnishing satisfactory or compliant material. After the tests are performed on selected samples and if the material is found not to meet the specific requirements, the entire order may be rejected by the Company, provided that such rejection is reasonable and not vexatious in the light of the circumstances.
- 27.7 If the Contractor's submission is returned for correction or is not satisfactory and is disapproved by the Superintending Officer, the Contractor will resubmit the material duly corrected or rectified in the same quantity as specified for the original submission, within a reasonable period after receipt by it of the disapproved materials.

- 27.8 the Contractor, the Contractor's Personnel and any other person responsible for providing and performing the Services will at all times duly comply with all laws, regulations and directives applicable to it, and shall ensure that the Services are provided and performed in a manner which does not infringe any applicable law or regulation;
- 27.9 the Contractor possesses all necessary and applicable licences, permits and adequate insurance coverage as required by the Company, and will obtain the same at no cost to the Company;
- 27.10 the Contractor shall conform in every respect with such safety and security rules and regulations as the Company may prescribe in connection with entering onto or remaining at the Premises;
- 27.11 the Contractor shall obtain and maintain at all times for the Company all necessary licences of intellectual property rights so as to enable the Company to use and operate any third party proprietary matter required under this Agreement, without infringing any third party rights;
- 27.12 the Contractor has good title to and rights in all deliverables, if any, without encumbrances and has the right to transfer the same to the Company;
- 27.13 The undertakings, representations and warranties in Clause 27 shall be separate and independent and shall not be limited by reference to any other sub-clauses or anything in this Agreement.

28. ORDERING MATERIAL

- 28.1 The Contractor shall place his order for specified materials at the earliest possible date after service of Works Orders on it, or at such times as may be specifically stated elsewhere herein for any particular material. If the Contractor by his failure to order or to deliver on time any specified material, causes interruption or delay in the progress of the Works, then the Company shall be at liberty to purchase such specified materials in whatever quantities it deems necessary and whatever applicable prices at the time of purchase and the Contractor shall bear the cost plus a 5% charge calculated on the total cost (including delivery charges and other related expenses) and no profit shall be allowed to the Contractor in respect of such items.

29. SAMPLES

- 29.1 Where the materials and fittings are required to be "approved", samples will be submitted to the Company for approval at the earliest possible date and in any case before any order or bulk delivery to the Site is made. All samples which are approved will indicate the standard to be maintained in the execution of the Works and will be so marked and retained by the Company, until the completion of the Works. In the case of rejection, further samples will be submitted until they are approved. The Superintending Officer may reject any material of workmanship which is not up to the approved standard. The Company shall not be required to pay for any samples submitted. Where reference is made to trade names or maker's catalogue numbers, the Contractor must use the exact item required, save that the Contractor may use any article or material similar and equal to what is described only when specifically approved by the Superintending Officer. No claim due to neglect in this respect will be entertained.

30. CARE AND PROTECTION OF THE WORKS

- 30.1 The Contractor will provide everything necessary for the proper protection of materials and completed Works and must also protect all property of the Company and any other parties and the Site (including road, drains, walls and fencing) from damage or loss, during the carrying out of the Works and the Agreement Period. Any damage done to such property and the Site by the Contractor's vehicles, equipment or workmen, or by operations or Works of the Contractor under this Contract, will be made good to the satisfaction of the Superintending Officer and at the Contractor's expense.

31. CHECKLIST, WORKFLOW AND OPERATION PROCEDURES / MANUALS

- 31.1 The Contractor will within a period of 14 days provide the Company with a full set of Checklist, workflow and Operation Procedures / Manuals for all Works. The information to be furnished will include details on the maintenance schedule, work scope, time frame and lines of accountability. The Company may from time to time, require the Contractor to furnish additional information in relation to these matters, and the Contractor shall be obliged to comply with such requirement within 14 days.

32. SAFETY REQUIREMENTS AND SAFE MANAGEMENT MEASURES

- 32.1 The Contractor must at its own cost comply with all prevailing applicable laws, regulations, by-laws and codes of practice in the conduct of the Works and the performance of the Contractor's obligations under this Contract, relating to safety and other matters, including without limitation and requirements of the Electricity Act, Fire Safety Act, Workplace Safety and Health Act, Factories Act, the Factories (Building Operations And Works Of Engineering Construction) Regulations and other laws and regulations.
- 32.2 The Contractor shall take all reasonable safety precautions to eliminate danger his workmen as well as to the Company's staff, licensees, visitors and public, as well as to the property of the Company and others.
- 32.3 Without limiting the generality of Clause 32.2, the following are some of the safety measures that the Contractor shall provide in the course of the Works. It shall be the responsibility and duty of the Contractor to ensure that all safety measures deemed by the Company to be necessary for the proper execution and completion of the Works are complied with.

a) Safety Helmet

The Contractor shall provide safety helmets to all workmen who are required to work or pass through places that are normally exposed to falling materials or objects. The safety helmet shall be of the type approved by the Standard, Productivity and Innovation for Growth ("SPRING").

b) Safety Belts

The Contractor shall provide safety belts, life lines and all devices for the attachment of lines to all workmen who are required to work at height in respect of whom the attachment of life lines shall be of adequate strength and of a type approved by Spring

c) Overhead Shelters

The Contractor shall provide as and when directed by the Superintending Officer suitable overhead shelters at places where workmen are required to work or pass which are potentially exposed to falling materials or objects.

d) Warning Signs

The Contractor shall erect and maintain proper warning signboards and barriers during the progress of Works which may endanger the safety of the staff working there or others. The warning signboards and barriers shall be sufficiently large to attract attention and shall include words such as "Danger", "Keep Out", etc. as appropriate

e) Scaffolding

The Contractor shall provide and maintain all scaffolding required for the Works. Scaffolding shall be erected in compliance with the relevant laws, regulations, by-laws and codes of practice and to the satisfaction of the relevant authority(ies) and shall be removed when directed by the Company.

f) Erection / Dismantling of Scaffolding

- i. Sufficient numbers of workmen must be deployed at the Site in order to ensure that the operation of erecting and dismantling scaffolding is expeditious and smooth.
- ii. Unwanted poles must not be stacked up along the common corridors but must be removed immediately from the Site.
- iii. No poles shall be thrown down from the upper floors.
- iv. The Contractor and his scaffolding sub-contractor shall be present to control the workmen during the erection and dismantling operation.

ANNEX A – ADDITIONAL CONDITIONS FOR MAINTENANCE WORK

33. DAMAGES TO PROPERTY

- 33.1 The Contractor shall ensure that no damage is caused by the Contractor to roads, footpaths, power cables, services, drains, electrical cables, gas mains, water mains, sewer mains, communication cables, etc., whether belonging to the Company or to any government department or authority or third party. The Contractor shall make good any damage so caused and shall indemnify the Company in full against all claims, actions, proceedings, loss, liability, damage, costs and expenses whatsoever that may be brought against the Company or that it may suffer or incur as a result of the Contractor's breach of Clause 33.

- 33.2 In the event that any damage as described in the foregoing occurs, the Company has the right (but not the obligation) to pay to the authorities or any third parties the cost of making good such damage and to require the Contractor to reimburse the Company for such cost plus a 10% administrative charge.
- 33.3 Without prejudice and in addition to the Contractor's obligations contained in the preceding paragraphs of this Clause 33, the Contractor is also warned that in the event of any damage to any power cables, the Contractor will pay the Company liquidated damages calculated as follows:-
- Loading on the Cable X period of disruption (to the nearest hour) X the prevailing unit rate of electricity.

34. LIABILITY OF NUISANCE, ETC.

- 34.1 It shall be clearly and definitely understood by the Contractor that he shall be entirely and wholly taken upon himself all and every risk and responsibility in carrying out the Works and be held responsible for any damage, accident, annoyance, nuisance or disturbance that may be occasioned to existing premises, occupiers, residents and users and to adjoining properties, persons and things, arising out of the carrying out of this Contract by the Contractor.

35. TOP SOIL AND TURF

- 35.1 All turf disturbed or destroyed by excavation, site huts, dumps or materials, lorries and the Works conducted under this Contract shall be carefully reinstated, watered, levelled and treated to the satisfaction of the Company.
- 35.2 The Contractor shall note that when excavating or utilising turfed grounds, it must initially separate the turf and top soil from the sub-soil and store them separately and neatly aside for reuse or alternatively reinstate the turfed grounds with other turf obtainable by the Contractor at its own cost. Subsequently, on completion of the Works, the turf and top soil so stored may be reused to cover trenches, embankments, slopes, tips, verges etc. or any areas within the Site, as directed by the Company. All surfaces covered shall be neatly trimmed to the Company's satisfaction to form uniform slopes or level surfaces.

36. REMOVAL OF UNSATISFACTORY AND UNAUTHORIZED WORK

- 36.1 All works which have been rejected or condemned shall be repaired by the Contractor, or if it cannot be repaired satisfactorily, shall be removed and replaced at the Contractor's expense. Defective or non-complying materials or Works shall be immediately removed from the Site, failing which the Company shall be entitled (but not obliged) to effect such removal at the Contractor's cost and shall be entitled to dispose of the said materials or Works without obligation to account to the Contractor for the same. For the avoidance of doubt, the Company shall not be obliged to pay the Contractor for any defective, non-complying or unsatisfactory materials or Works.

37. DUMPING OF UNWANTING BUILDING DEBRIS, ETC.

- 37.1 The Contractor is prohibited from dumping unwanted building debris and/or to do anything which may cause chokage or lead to mosquito breeding. The Contractor will arrange at its own cost to remove all rubbish, unwanted building debris, earth, rubble and waste material from the Site and dispose of the same only at legal authorised dumping grounds regularly from time to time and/or as requested by the Superintending Officer. The Contractor shall leave the Site clean at all times during and upon completion of each Works Order, to the satisfaction of the Superintending Officer.

38. LIQUIDATED AND ASCERTAINED DAMAGES

- 38.1 Without prejudice to any right of action or remedy of the Company against the Contractor for any antecedent breach of the terms of the Contract by the Contractor, in the event that the Contractor does not carry out any item of the Works stipulated in the Contract or carries out or completes any item of the Works outside the specified hours or carries out or completes any item of the Works not in accordance with the specified frequency or Work Specifications ("Non-Conforming Services"), the Company may elect not to pay the Contractor the fees for those Non-Conforming Services or deduct from the Contract Price the sum or sums being liquidated damages as stipulated in the maintenance work in Annex A and Term Contract in Annex B of Document A and Works Specifications of Document B and C, and/or engage its labourers and/or other contractors to perform any item of the Works and the Contractor will be liable for all damages, liabilities, expenses and costs whatsoever incurred by the Company.
- 38.2 In addition to the foregoing, the Company shall be entitled in its sole discretion to require the Contractor to refund to the Company any fees that may have been paid in advance by the Company to the Contractor pursuant to Clause 9 for any Goods and/or Services contemplated to be provided by the Contractor for the remaining period of the Agreement Period.
- 38.3 Any amounts payable by the Contractor to the Company pursuant to this Clause 38 shall be recoverable as a debt due from the Contractor to the Company, and without limiting the generality of Clause 9.9, may at the Company's election be deducted from and set-off against any amount due from the Company to the Contractor.
- 38.4 The duties, liabilities and obligations of the Contractor under this Agreement shall not be deemed waived, released or relieved by the Company's Supervisor's inspection of, review of, approval or acceptance of, or payments to the Contractor for the Goods, or any part thereof.

39. ASSIGNMENT AND SUB-CONTRACTING

- 39.1 The Contractor shall not assign or sub-contract, either wholly or in part, the Contract or its rights, duties and obligations hereunder, without the written consent of the Company.
- 39.2 In the event of the Works being sub-contracted with the written consent of the Company, the Contractor shall be solely and personally responsible for the due observance by such authorized sub-contractors of all the terms, stipulations and conditions of the Contract.
- 39.3 The Company may by giving at least one (1) week's prior notice to the Contractor, assign or novate all or any of the Company's rights, duties and obligations under the Contract to another party, and the Contractor hereby consents to such assignment and novation.

40. ACCESS FOR SUPERINTENDING OFFICE TO WORKS

- 40.1 The Superintending Officer and/or his representative shall at all reasonable times have access to the offices, workshops and other areas occupied or used by the Contractor where Works are being undertaken.

41. POWER TO TAKE WORKS OUT OF CONTRACTOR'S HANDS

- 41.1 If the Contractor, after receipt of a written notice from the Superintending Officer requiring compliance with any of the instructions of the Superintending Officer or the Company within a period to be specified in the notice, fails to comply with such instructions, the Superintending Officer may without prejudice to the exercise of his power under any of the conditions hereof employ and pay other persons to execute the Works whatsoever which may be necessary to give effect thereof and all additional cost incurred by the Company in connection therewith over and above such costs which would have been incurred had the Contractor complied with such instructions, will be recoverable from the Contractor by the Company as a debt or may be deducted by the Company from any monies due to or become due to the Contractor.

42. REMOVAL OF PROPERTY

- 42.1 The Contractor shall not remove any property, including discarded and unused items from the Site, without written authorization from the Company or the Superintending Officer.
- 42.2 To remove items from the Site, the Contractor must submit to the duty office at the security post a copy of the Removal Authorization Form (which he must prepare in triplicate) signed by the Superintending Officer.
- 42.3 The Contractor shall ensure that its employees remove no item from the Site. The Contractor shall return to the Company all items belonging to SATS, the Company or other parties regardless of how these said items may have come into its possession. The Contractor will be liable for the cost of any item so removed and will indemnify the Company in full against all liability resulting from such removal. The said cost will be deducted from the Contractor's monthly invoices but under advice to the Contractor.

43. CONTRACTOR'S DUTY OF CARE

- 43.1 The Contractor owes a duty of care in the utmost good faith and interest of the Company. If, in opinion of the Company, the Contractor has not exercised care and/or failed to act in the best interests of the Company in its execution of the Works, either in part or full, the Company may, without prejudice to any rights the Company may have under the Contract, be entitled to compensation, specific performance and/or any other right, power or remedy as appropriate and as the Company may deem fit, including without limitation termination of the Contract.

If the Contract is terminated, whether by the Company or the Contractor, the Contractor will pay the Company all losses, liabilities, damages, costs and expenses suffered or incurred by the Company arising from and in connection with such termination.

44. LOCAL AND OTHER AUTHORITIES' NOTICE AND FEES

- 44.1 The Contractor shall comply with and give notices and pay all fees required by any laws, regulations, orders, by-laws of any government departments or authorities or public service corporations relating to the execution of the Works or the supply of services in connection with the Works, and the Contractor will keep the Company fully indemnified against all fees, charges, penalties and liabilities of every kind arising from the breach of the Contractor's obligation hereunder.

45. LAW OF SINGAPORE

- 45.1 The Contract will be governed by and construed according to the laws for the time being in force in the Republic of Singapore. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Agreement.

46. MEDIATION

- 46.1 Any dispute, controversy or disagreement arising out of or relating to this Agreement including any question regarding its existence, validity or termination ("Dispute") shall be referred for determination or resolution in an arbitration conducted by the Singapore International Arbitration Centre ("SIAC") and in accordance with the SIAC Rules ("Rules"), except to the extent that the Rules conflict with the provisions of this Clause 46, in which event the provisions of this Clause 46 shall prevail and apply.
- 46.2 The number of arbitrators shall be one (1), the place of the arbitration shall be Singapore, and the language of the arbitration shall be English.
- 46.3 Any decision or award of the arbitral tribunal shall be final and binding upon the Parties to the arbitration proceeding. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found, and that a court ruling upon enforcement of the arbitral award may be entered in any court having jurisdiction thereof. The Parties also hereby irrevocably waive and exclude any right to appeal to any court in any jurisdiction against any such decision or award, or to seek any review or revision of any such decision or award by any court in any jurisdiction. The foregoing shall be without prejudice to the rights of either Party to refer any Dispute to the courts for resolution where necessary to preserve the subject matter of the action by way of injunctive or declaratory proceedings.

47. COMPLIANCE

- 47.1 The Contractor will ensure that its computing environment as it affects the Company is compliant. It is a material breach of the Contract if the Contractor's computer environment or the items for the Works fail to be Compliant. The Company may then forthwith terminate the Contract whereupon the Contractor will pay the Company damages for loss, damage, costs and expenses suffered by the Company as result of the breach.
- 47.2 For the purposes of Clause 47.1, "Compliant" shall mean that neither performance nor functionality is affected by any dates whether prior to, during or after the year 2015, and in

particular but without prejudice to the generality of the foregoing, no value for current date will cause any interruption in operations, and date-based functionality will behave consistently, correctly and for the purposes for which it as intended, for any dates whether prior to, during and after the year 2015.

47.3 The Contractor working in PTB 1-4 will be required to comply with the Environmental Management System requirements for Changi Airport's activities so as to prevent environmental pollution and the wastage of resources:-

- a) To keep Changi Airport's premises free from accumulation of waste materials. Upon completion of any work that results in waste, a licensed waste contractor shall remove promptly from all premises all surplus and waste materials and debris. Any disposal of waste at Changi Airport's premises shall be at the appropriate waste bins provided.
- b) To ensure there is no discharge of oil, chemical waste, sewage or other toxic substances into any drain or land.
- c) To be responsible for the clean-up of any discharge or spillage of any oil, chemical waste, sewerage or other toxic substances in Changi Airport's premises.
- d) To ensure that there is no emission of black smoke from vehicles or other petrol / diesel driven equipment in Changi Airport's premises.
- e) To provide immediate notification of emergency incidents (e.g. fires, chemical spills) to the Airport Emergency Services at 6541 2525.
- f) To participate in the emergency response drills conducted by Airport Emergency Services.
- g) Emergency contact numbers are to be made readily available and communicated to staff.
- h) To follow applicable legal and other environmental requirements and the in house rules and regulations as specified in the contract entered into with CAG.
- i) To report any incidents that lead to negative environmental impact to the respective department in CAG

48. CONTRACTOR'S DEFAULT

48.1 If the Contractor shall neglect to execute any of the Works to be performed by it under the Contract with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Company in connection with any such Works, or shall contravene any of the provisions of the Contract, the Company may give notice in writing to the Contractor to make good the neglect, refusal or contravention complained of. Should the Contractor fail to comply with the notice within 14 days from the date of service thereof the Company shall be at liberty to employ other contractor(s) to do what the Contractor may have neglected to do, or if the Company shall think fit, it shall be lawful for the Company, without prejudice to any right the Company may have under the Contract, to complete such Works or any part thereof by itself and the Contractor shall reimburse the Company for all costs incurred plus a 15% administration charge.

49. SECURITY SCREENING

- 49.1 The Contractor will before the commencement of this Agreement appoint SATS Security Services Pte Ltd ("SSS") for the security screening of all its employees who will be deployed by the Contractor for the performance of the Works. The Contractor will pay the cost of the security screening directly to SSS.

50. NON-EXCLUSIVE AGREEMENT

- 50.1 The Contractor acknowledges and agrees that it may not be the exclusive provider of Services to the Company and the Company may procure the Services or services similar to the Service from or otherwise conduct business with other parties who may be in competition, whether directly or indirectly, with the Contractor.
- 50.2 For the duration of this Agreement and for an additional term of 1 year, following the expiry or earlier termination of this Agreement, the Contractor agrees not to induce or attempt to induce any person who is an employee of the Company and who is or was involved in the performance of this Agreement to terminate his or her employment with the Company.

51. CONFIDENTIALITY

- 51.1 The Contractor acknowledges that all information relating to the Company and/or its operations are confidential and belong to the Company. The Contractor shall maintain and cause to be maintained the confidentiality of all such information, and shall not without the prior written consent of the Company (which shall not be unreasonably withheld), copy or use or disclose any such information whether during or after the expiry or earlier termination of this Agreement to any person save and to the extent that such use or disclosure is necessary:

51.1.1 for the discharge of the Contractor's obligations under this Agreement; or

51.1.2 for financial reporting purposes of the Contractor; or

51.1.3 to comply with statutory or regulatory requirements in Singapore (including the requirements of any stock exchange); or

51.1.4 in the prosecution or defence of any legal action in any court of law or pursuant to any order of court.

Notwithstanding the above, the Contractor shall not disclose any of the confidential information referred to above in this Clause 51.1 to any of the Contractor's Personnel unless and until the Contractor has placed such Contractor's Personnel under undertakings of confidentiality and containing similar conditions provided in Clause 16.1 **Error! Reference source not found.**, and the Contractor in any event undertakes full responsibility for the maintenance and preservation of the confidentiality of any confidential information disclosed by the Contractor to the Contractor's Personnel and the due compliance by such Contractor's Personnel of the conditions of such undertakings to the same extent as if they were undertaken by the Contractor.

- 51.2 The Company acknowledges that all information relating to the Contractor and/or its operations are confidential and belong to the Contractor. The Company shall maintain and cause to be maintained the confidentiality of all such information, and shall not without the prior written consent of the Contractor (which shall not be unreasonably withheld), copy or use or disclose

any such information whether during or after the expiry or earlier termination of this Agreement to any person save and to the extent that such use or disclosure is necessary:

51.2.1 for the discharge of the Company's obligations under this Agreement; or

51.2.2 for financial reporting purposes of the Company; or

51.2.3 to comply with statutory or regulatory requirement in Singapore (including the requirements of any stock exchange); or

51.2.4 in the prosecution or defence of any legal action in any court of law or pursuant to any order of court.

51.3 Clause 51.1 and 51.2 shall not apply to any confidential information which at the time it is disclosed, made available or otherwise provided by the Party to whom such information relates, is in the public domain, and shall cease to apply to any information which subsequently becomes publicly available otherwise than as a consequence of any breach by the Contractor of Clause 51.1 and by the Company of Clause 51.2, as the case may be.

51.4 Notwithstanding the expiry or earlier termination of this Agreement for whatever reason, the obligations and restrictions in this Clause 51 shall be valid for a period of 5 years from the expiry or earlier termination of this Agreement.

52. CHANGE OF CONTROL

52.1 In the event there is any proposed change in the ownership or shareholding of the Contractor, the Contractor shall seek the Company's written consent prior to such change.

53. PERSONAL DATA

53.1 In this Clause, "Personal Data" means all data which is defined to be "personal data" under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("PDPA") and includes all information which identifies or which relates to an individual, whether true or not, in any form, disclosed, furnished or made available directly or indirectly to the Contractor and/or its permitted subcontractors by or on behalf of the Company or otherwise received or obtained by the Contractor and/or its permitted subcontractors pursuant to, by virtue of, or in the course of providing the Services.

53.2 The Contractor represents, warrants, undertakes and agrees as follows:

53.2.1 The Contractor shall, in its collection, processing, disclosure or other use of Personal Data for the Company, adhere to the requirements of the PDPA and this Clause;

53.2.2 The Contractor shall be liable for its use and processing of the Personal Data and undertakes to indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of any breach of the Contractor's obligations under this Clause or the Contractor's fault or negligence in performing these obligations, or any act or omission of the Contractor or any of its officers, employees, advisors, agents and representatives which results in the Company breaching the PDPA;

53.2.3 Without prejudice to the generality of the foregoing, the Contractor shall (i) disclose and use the Personal Data only for the purpose of providing the Services; (ii) comply with all of the Company's security policies, standards, requirements and specifications, as notified to the Contractor by the Company in writing from time to time, with respect to safeguarding or dealing with Personal Data; (iii) establish and maintain safeguards against the unauthorised access, use, or disclosure of Personal Data that are no less rigorous than the most rigorous practices of the Company and the Contractor, for similar types of information; (iv) ensure that Personal Data is stored or recorded accurately; (v) allow access to the Personal Data to the Contractor's personnel strictly on a 'need to know' basis; (vi) not modify, alter, delete, publish or disclose any Personal Data to any third party, nor allow any third party to process such Personal Data on the Contractor's behalf; (vii) not retain the Personal Data longer than is necessary for the provision of the Services; (viii) return or destroy the Personal Data forthwith upon being required by the Company or immediately without request upon the expiry or earlier termination of this Agreement; and (ix) not transfer any Personal Data out of Singapore

SIGNED BY:]
 (Name of Signatory)]
]
 for and on behalf of]
SATS CATERING PTE LTD] _____
 (Signature & Company Stamp)

in the presence of: _____]
 _____]
 (Signature of Witness)

SIGNED BY: _____]
 (Name of Signatory)]
]
 for and on behalf of]
 [_____]]
 (Signature & Company Stamp)

in the presence of: _____] _____
(Name of Witness)] (Signature of Witness)

ANNEX A – ADDITIONAL CONDITIONS FOR MAINTENANCE WORK

1. GENERAL

- 1.1 The Contractor will be required to enter into a Contract with the Company. The documents namely the Articles of Agreement, Conditions of Contract together with the Contract Documents A, B & C, the Schedules, Annexes, Correspondence and Letter of Award are to be read in conjunction with this Additional Conditions for Maintenance Work.
- 1.2 The Contractor will comply with these additional conditions and all clauses in the Conditions of Contract.
- 1.3 No alterations will be made by the Contractor to the clauses or items of the Priced Schedule of Rates, the additional conditions and Works Order. If any alteration, addition or note is made by him, such alteration, addition of note will not be recognized and the text as originally prepared by the Company will be strictly adhered to.
- 1.4 The Contractor will provide all consumable materials as listed in the documents, the Contractor will provide or perform any work which is necessary to the efficient functioning of the Systems and Facilities.
- 1.5 It is the responsibility of the Contractor to check the Contract Document, drawings, System and Facilities to gather any information, date required towards the fulfilment of this Contract and the Contractor will subject to circumstances which are within his reasonable control hold the Company completely harmless and will indemnify the Company due to their failure to check or gather information as aforesaid.
- 1.6 Upon notification of any minor improvement works via Work Order, the Contractor has to submit within seven (7) days a written quotation to the Superintending Officer and to commence work within 7 days after acceptance of the quotation by the Superintending Officer. For value below \$1000.00, works has to be completed within 7 working days (1 week). For value exceeding \$1000.00, works has to be completed within 28 working days (4 weeks).
- 1.7 The Contractor will assist the Superintending Officer in the taking over of completed project or new installation. It will be the responsibilities of the Contractor at his own cost, to inspect, check and list all defects and submit to the Superintending Officer.
- 1.8 The Contractor will assist the Superintending Officer by a Project Team in the taking over of completed projects or new installation. The project team deployed will ensure complete handling over before the site maintenance team take over the routine maintenance.
- 1.9 The Contractor will take note of the responsibilities and the extent of the routine service to be carried out by other Contractors engaged by the Company, if applicable.
- 1.10 The Contractor will comply with all the rules, regulations, requirements of CAAS and the Airport Authorities on the working arrangement and current security requirements of working at, in and around the buildings and restricted areas.
- 1.11 The Contractor will comply with the Company's requirements including but not limited to, ISO, Safety & Fire Hazard, safe management measures etc.
- 1.12 Within 30 days of the award of the Contract, the Contractor is required to submit the material safety data sheet to the Superintending Officer.

2. SCOPE OF WORK

2.1 The Contractor will provide manpower, transport, tools, equipment and all other incidental costs necessary to undertake the following works of the premises, material to be charged separately (the Company will pay for the cost of material) as specified in the Form of Tender and as indicated in Document B but not limited to:-

- a) Operation, servicing, maintenance and repair of the existing Plant & Equipment, Fire Protection, Air-Conditioning, Mechanical, Electrical, Electronic Systems and other facilities at the premises as listed in Contract Documents B (which may be subjected to amendment from time to time as required in writing to Contractor).
- b) The servicing, maintenance and repair of the Systems and Facilities will comply with all the regulations and requirements of all the local government, statutory bodies as deemed appropriate and pay all existing fee legally demandable upon as listed in Document B (which may be subjected to amendment from time to time as required in writing to Contractor).
- c) The Contractor will keep the Systems and Facilities listed in Contract Documents B (which may be subjected to amendment from time to time as required in writing to Contractor) in good working order and condition by regular maintenance and servicing. All prove of maintenance & servicing must be kept and submitted to Superintending Officer. Such works are to be carried out with minimum disruption and inconvenience to the building operation.
- d) The Contractor will arrange qualified staff, minimum supervisory level to attend daily operation walk around at the premises and to record all defects / complaints raised and rectify them accordingly. The Contractor's Manager or his assistant / engineer must be present on site.
- e) The Contractor will assign a qualified full time staff to monitor the performance of the third party contractor regarding Effluent Treatment Plant (ETP) and liaise with officers of NEA, PUB or any other relevant authorities for the compliance of any written law, order, regulation and by-law applicable that may be revised from time to time.
- f) The Contractor will assign work at height supervisor, work at height assessor, qualify firewatchers, lifting equipment operator, confined space safety assessor, scaffolding supervisor and any other qualify and competent staff to carry works that required their present.
- g) The Contractor will maintain a set up programme and inspect the ACMV system at the premises regularly with regard to functions which are significant for maintaining good indoor air quality of the building. The Contractor will also engage competent persons who are qualified and experience to audit and assess the indoor air quality when instructed so as to comply with the latest Guidelines for Good Indoor air quality. Contractor will be paid accordingly to rate entered in schedule II, Annex B without percentage adjustment entered in the same document.
- h) Attendance to breakdown and emergency repairs to all the Systems and Facilities maintained listed in Contract Documents B at all times, 24 hours, 7 days 1 week throughout the contractual periods.

- i) Minor improvement and alteration works due to operation damages, natural deterioration of parts or any works (of less than \$300 of material cost only) to the existing air-conditioning, fire protection, mechanical, electrical and electronics systems, building works, water cooler, and dryers and other facilities are covered under this scope of works as listed in Contract Documents B and C. The Contractor will only be reimbursed for supply of spares and materials. Labour, profits and attendance will deem to be included in the Contract. The Contractor shall submit the repair / replacement cost to the Superintending Officer with the percentage adjustment entered in Annex B.
- j) Procurement of spare parts and materials for store / stock management. The material will be charge without percentage adjustment both by SOR and/or by Quotation.
- k) To update all plans, layouts, and M&E drawings endorsed by relevant & qualify person. No costs shall be charge, Contractor to include all in the contract sum. Updated drawings on diskettes and hard copy to be submitted to the Superintending Officer on a quarterly basis.
- l) Provide an estimated cost for major work like renovation and modification works, install new equipment.
- m) Provide and propose annual budget for upgrading, modification, renovation and improvement to Systems and Facilities including feasibility study of the improvement works.
- n) Before the taking over exercise the Contractor shall conduct a thorough inspection on the building and all plant and equipment listed in Contract Documents B and highlight any defects for the rectification works and shall arrange with the present Contractor to take over for subsequent maintenance.

2.2 Phase I (Mobilization and Familiarization Phase)

2.2.1 During Phase 1, the Contractor will conduct a taking over exercise of the Systems and Facilities listed in Contract Documents B and other fixtures and equipment and related documentation, spares, tools and peripherals. The tools and document / manual will be handed over to the Superintending Officer.

2.2.2 For newly completed buildings / projects / systems, the Contractor will provide competent manpower to conduct a taking over exercise from Contractor's Project Team. This will include consolidation of all defects list on a fortnightly basis for follow-up by the Contractor's Project Team until the satisfactory completion of the defects. This Project Team will be additional staffs that are qualified / competent, current maintenance staff deployed at the premises cannot be part of this Project Team except the Manager or his deputy which will oversee the whole premise. The Contractor will review and verify the commissioning reports prior to acceptance of the Systems and Facilities.

2.2.2.1 The Contractor will propose the programme of Mobilisation Phase. The taking over exercise will include but not limited to the following:-

- a) Thorough and complete checking and confirmations of the inventory list of all Systems and Facilities.
- b) Thorough and complete physical examinations of all the Systems and Facilities listed in Document B at the premises to ascertain their working and operational conditions / constraints. Report to the Superintending Officer in writing, any defects or malfunction of any systems. At the instruction of the Superintending Officer, the Contractor will proceed

to take over all the Systems and Facilities at the existing conditions even though remedial works have not yet been completed or conducted.

The Contractor will completely take over the operation and maintenance of the Systems and Facilities as early as possible as but not later than 2 months from the start of contract period. Any items was not highlighted in Contractor's report shall be deemed that Contractor had taken over satisfactorily after 2 months. There will be no claim whatsoever for any additional sums for maintenance works over and above the Contract Sum.

- c) Review the immediate stock levels of spare parts and material left behind by previous Custodian and make written recommendations for replenishment as early as possible, but not later than 2 months from start of contract period.
- d) Mobilise workforce and the necessary tools and equipment including setting up computer management systems or any equivalent system of stock checking and auditing at the Superintending Officer's office.
- e) The Contractor is to generally familiarize themselves with the Systems and Facilities so as to enable them to be in the positions to commence the operation and maintenance effectively and efficiently with minimum disruption to the operation of the Company. The Contractor will work with the user of the Company and all the Contractors of the premises on detailed handing over procedure, forms schedule etc. for the proper execution of the taking over exercise.
- f) Contractors of the premises on detailed handing over procedure, forms schedule etc. for the proper execution of the taking over exercise.
- g) The mobilisation and familiarisation phase will be completed by the end of the second (2nd) month. The Superintending Officer will reserve the right to change the timetable if he deemed necessary. The Company will not entertain any claims for additional cost or time.
- h) Quality Control / Assurance Programme

The Contractor will finalise a complete quality control / quality assurance program to assure the requirement of the Contract are provided as specified. Two copies of the Contractor's quality control programme will be provided to the Superintending Officer for review and approval 3 months after date from the Acceptance Date (Letter of Award (LA) issued to Contractor). An updated copy will be provided to the Company as changes occur. The programme must include, but will not be limited to the following:-

- i. The Contractor will provide a timetable and programme for the inspection of the maintenance Works. It must specify which parts of the Contract Area are to be inspected on either a scheduled or unscheduled basis and the names and qualifications of the persons who will perform the inspection.
- ii. A method for identifying deficiencies in the quality of the maintenance Works before the level of performance becomes unacceptable.
- iii. A file of inspections is to be conducted by the Contractor and the corrective & preventive actions taken. This documentation will be made available to the Company during the Contract term.

- i) Implementation of all necessary safe management measures complying to prevailing authority / government guidelines including and not limited to.

2.3 Phase II (Maintenance Operation Phase)

- a) Operation, monitoring, servicing, maintenance and repair of existing plant and equipment, air-conditioning, mechanical, electrical, electronic systems, fire protection systems, buildings and other facilities as listed in Document B hereto on a monthly programme; (which may be amended from time to time by mutual agreement in writing).
- b) Attendance to breakdowns and emergency repairs to the Systems and Facilities and all other equipment, Systems and Facilities whatsoever not included in Document B as and when required by the Superintending Officer from time to time.
- c) Procurement of spare parts and materials as and when necessary, calling quotations of by SOR to stock up spare parts and materials for the systems and Facilities. The Contractor will invite tenders or quotations in accordance to the Company's purchasing procedures and shall read together with Clause 2.1(j).
- d) The Contractor will be responsible for the overall management of store including initiating, purchasing, receiving and inspection of the spare and material ordered etc. The Contractor will perform the said function in accordance to the Company's rules and regulations. The Contractor will provide report and store management on a monthly basis and submit the Inventory Listing in accordance to the Company's procedures.
- e) Integrated Workplace Management System (Optional)
 - i. The Contractor shall provide a common internet-based Integrated Workplace Management System ("IWMS") developed by a third-party vendor at no extra charge to the Company before the commencement of the Contract period. The proposed system shall be a Planon, Tririga, Maximo or equivalent system. The Contractor shall submit the proposed system in their submission for evaluation by the Company.
 - ii. The Contractor shall ensure the IWMS minimally possess the following functions:
 - a. The Contractor shall be able to monitor, manage and update the e-Inventory and e-Drawing Registry records (e.g. M&E systems, projectors, split unit air-conditioning units, keys, operations manuals, all types of as-built drawings, drawing plans, furniture layout plans, domestic equipment, furniture, landscaping plant inventory, fixture and fittings).
 - b. The proposed system shall be able to link seamlessly to the Company's SAP modules.
 - c. The proposed system shall be able to automatically generate and push e-quotation and e-invoices for endorsement based on the respective financial limits to the relevant approving authorities via email or other electronic means. Upon receiving the necessary approval, the proposed system shall be able to automatically archive the approval for a period of 7 years.

- d. The proposed system shall be able to track the nature and cost of repair works conducted to specific equipment over the past 2 years. The proposed system shall be able to alert the Contractor if the repair cost exceeds the pre-defined threshold.
- e. The proposed system shall be able to monitor and update the fault requests and status of corrective maintenance works requested by the Superintending Officer and Users to be carried out by the Contractors. In the event the service level falls out of the agreed level, the proposed system shall be able to send via email, SMS or other acceptable electronic means an alert to the Superintending Officer.
- f. The Proposed system shall keep records and track all Completion time, average Equipment Availability Level and average Service Level on a real time basis. The proposed system shall have a dashboard which could be accessed by both the Contractor and the Company at any time to show the historical and current performance of the Contractor based on the above key performance indicators. The proposed system shall be able to keep track of the performance level of the Subcontractors engaged by the Contractor based on the above key performance indicators.
- g. The Contractor shall provide wireless PDAs at his own cost for all their staff involved in the maintenance and operations of the building (including but not limited to the Facilities Manager, Facilities Engineer, Facilities Executive, Technical Officers, Supervisors, Technicians and etc.). The PDA shall have a function where Users need to sign off the works before the job can be closed.
- h. The proposed system shall be able to track and generate a report on all faults identified and rectified by the Fix-it Team on a monthly basis. It shall be able to categorise the nature of the faults and the materials used to rectify the fault for analysis by the Company.
- i. The Company shall be able to use the proposed system to monitor, manage and update the improvement works carried out in the Premises even if the works are carried out by the Company's direct contractors.
- j. The Company shall be able to upload the Fixed Schedule of Rates with the Contract Percentage Adjustment into the proposed system for the different trades. The Contract Percentage Adjustment and Fixed Schedule of Rates shall not be amendable by any unauthorized staff.
- k. The proposed system shall enable the Contractor to monitor, manage and update Master Maintenance Schedule, the preventive maintenance programmes, including schedule maintenance works, cyclical maintenance works, minor repair works and periodic structural inspections.
- l. The proposed system shall be linked to the Contractor's staff movement system. The Contractor shall not be able to make any unauthorized changes to the staff movement. The proposed system shall be able to generate an attendance report on demand.

- m. The proposed system shall be able to breakdown the amount spent on the respective trades. The Contractor shall be able to use the proposed system to monitor and manage the budget allocated each year for repair works.
- n. The proposed system shall be able to monitor, manage all warranties and statutory licenses.
- o. The proposed system shall also allow the Company to monitor, manage and update the Defects Liability Periods of new improvement works even if the works are done by Direct Contractors appointed by the Company.
- p. The proposed system shall be physically located within the Premises. The Contractor shall include in his pricing all CPUs, monitors, printers, scanners, modem, internet communication lines, CD drives, CD, papers, ink and relevant materials and components necessary to run the system. Training shall be provided by the vendor to the Company and the Contractor's staff.
- q. Upon expiry of the Contract, the ownership of the whole IWMS, including the information, licenses shall be transferred to the Company at no cost. The Contractor shall handover all hard and soft copy of the reports, data, documents and records generated from the system to the Superintending Officer.

f) Building Operation Centre (BOC Team)

- i. The Contractor is responsible for the monitoring and control of the Building Operation Centre (BOC) which includes monitoring of all status from the Building Automation Systems (BAS), lift monitoring system, fire alarm and any other systems linked to BAS. The Contractor will feedback on all status of complaints / faults that are directed to them from the premises on a daily basis to the Superintending Officer or his representative. The Contractor will pay for all consumable e.g. paper, printer head, ribbon used for the printer of the BAS, fire protection and any other systems, etc.
- ii. For PTB 1-4, the Contractor will make available a 24-hour, 7-day a week at BOC to receive telephone calls on complaints / faults daily and input into the computer tracking system. The Contractor is to provide tape recording facilities for phone-in of complaints/ faults reported. The response time upon receiving calls on complaints/ faults will be within the time stipulated under the priorities set out under Clause 14.
- iii. The brief description of the responsibility of the Contractor in the BOC operation but not limited to as follows:-
 - Monitor and rectify faults / alarms from BAS, lift monitoring system, fire alarm system, all system linked to BAS, etc.
 - Receive all faults / complaints and rectify them in accordance with the reaction time stipulated; all completed repair works which have been

carried out must be duly verified and sign-off by the relevant user departments.

- Attend to power / air-conditioning / system failure immediately.
- Monitor the status of repairs of faults / complains and keep complainant informed of the status at regular interval as practical as possible.
- Recall of personnel through telephone, pagers and co-ordination with all Contractors in an emergency. Inform user of the reasons of delay in completing the repair of the complaints.
- Control and maintain the keys to all plant rooms, plants and equipment.
- To provide labourers for assistance to carry out miscellaneous works as and when required during normal operation hours (e.g. minor shifting of office furniture etc. within the same Premises subject to not more than 30-man hour per calendar month). Contractor to record all man-hour utilized with supporting document. Additional man-hour will be chargeable based on the SOR without percentage adjustment.
- To provide labourers to inspect, clamp and unclamp vehicles for unauthorized parking as and when required by the Superintending Officer.
- Provide appropriate signage on working areas and when job is required for delay for whichever reasons.
- To monitor record the Effluent Treatment Plant (ETP) flow rate on a daily basis and submit the Daily Data to the Superintending Officer or his Representative.
- Minimum 2 staff at all time, this buddy system will cover each other in needs of toilet / meal breaks and to prevent accident to 1 staff when unnoticeable. The staff must have good service attitude when manning the BOC operation.
- 1 staff can be deployed out of BOC in emergencies and have to report back soonest possible.

g) Support / Standby Team

- i. The Contractor will provide proper and sufficient staffing and control such that the operation of the premises will continue for twenty-four (24) hours a day, seven days (7) a week and the personnel will be stationed full time at the premises during operation hours and they can perform other maintenance work provided that they can attend to emergencies at all time within the stipulated response time. Competent staff will be engaged to ensure that they can attend to all emergencies.
- ii. To provide technicians to set-up and operate Multi-purpose Hall's equipment and stand-by for the Company's functions during operation hours. The Contractor will be reimbursed for work after operation hours at the rate specified in the Contract and the preliminaries and attendance will be deemed to be included in the contract (SOR) without percentage adjustment.

- iii. The standby team will be made available on call basis after operation hours and the cost will be deemed to be included in the Contract.

h) "Fix'It" Team Programme & Other Minor Works

- i. This is a programme whereby skilled workers are allocated and be fully responsible for all the minor repair of sanitary, plumbing, carpentry, building, electrical and mechanical works at the premises that can be carry out as soon as practical accommodating to users / department constrains. The Works will include but not limited to repair of taps, tap washers, tap spindles, shower head/ tubing, flushing handles, hooks, cistern covers, window, door hinges, all locks cupboard, cabinets, furniture, ceiling board, chair, trolleys and attendance to chokes and leaks, changing of lamps, starter, ballasts, diffusers, grilles, etc. Where paint conditions are poor or tiles be found to be damaged, the Fix It Team shall either:

- a. Get the fault fixed immediately; or,
- b. Raise this issue to BOC to get the faults rectified within 3 days.

The Contractor will ensure that adequate workers are employed to cover the premises as specified and generate weekly report to Superintending Officer for all minor repair work carry out by Fix-It Team.

i) Energy Management Programme / IAQ Programme

The Contractor will assist the Company in carrying out an energy management so as to monitor and to improve the efficiency of energy usage in the Premises. The scope of work will include but not limited to the following:-

- iv. To audit energy usage of designated load centres and to record the findings in an approved format to be submitted to Superintending Officer monthly.
- v. To submit monthly Utilities meter readings (e.g. electricity, gas and water).
- vi. To analyse abnormal trends and investigate causes.
- vii. To make recommendations and proposals to curb abnormal trends if required by the Company. If preparation of detailed technical specifications, procurement of plant and equipment and supervision of installation work are required by the Company, the Contractor will upon written request from Superintending Officer provide such service to the Company and the Contractor will be paid a consultancy fee at the rates agreed in this Contract.
- viii. The Contractor will also engage competent persons who are qualified and experienced to audit and assess the indoor air quality so as to comply with the latest Guidelines for Good Indoor Air Quality in Office Premises issued by the Ministry of the Environment of Singapore and/or standards stated in Singapore Standards 554, whichever is applicable, as and when instructed by the Superintending Officer. The cost of the audit shall be in accordance to the Priced Schedule of Rates IV without percentage adjustment.

If a detailed energy audit requiring the attention of specialist or if specialized equipment is required, the Company will undertake the full project cost. The Contractor, however, will be

responsible for maintaining the operating the Systems and Facilities under this Contract in the most efficient manner and best engineering practice so as to maximize the operating efficiency and reduce energy consumption. If necessary, the Contractor will operate the equipment in the manner as required by the Superintending Officer to conserve energy.

- j) During emergencies, the Contractor should dispatch a response team which can effectively handle the situation. This team should be led by at least the engineer in the facility team. Provision of Standby Personnel for Shutting Down of Services

In the event that the Company required the existing services under the maintenance of the Contractor to be shut down for improvements, inspections require to comply with al statutory requirement, development and/or modification work, the Contractor will provide qualified personnel to conduct the shut down for the services / systems, to standby for any unanticipated events / purposes and to restore the said services / systems during the period concerned. The cost of such standby service will be deemed to be included in the Contract Sum.

- k) Emergency Operation Procedures

The Contractor will be required to update and operate detailed Emergency Operation Procedures in order to maintain and safeguard the integrity of the Employer operation during emergencies resulting from the following events but not limited to the followings:-

- i. Any power failure of the Power Supply Ltd (PUB) / CAAS electrical supply depriving the Company of all electrical power.
- ii. Power failure due to the fault of the Company electrical network which affects part of or the whole of the building.
- iii. Failure of major or essential plant or services such as air-conditioning system, emergency generators, main water supply network etc.
- iv. Leakage, pressure loss of the water and foam lines of the fire protection system.
- v. Triggering of fire alarm system and frequent running of jockey pump of the fire protection system.

During emergencies, the Contractor should dispatch a response team which can effectively handle the situation. This team should be led by at least the engineer in the facility team.

The Contractor will conduct quarterly trial runs in order to verify the practicality of the Emergency Operations Procedures and to allow his maintenance personnel to be familiar with such procedures. Simulation (Table Top Exercise) and physical trial runs will be conducted quarterly for the personnel for each of the following disciplines, report of such lessons / trial / table top to be submitted within 1 week after the scheduled date.

- i. Electrical;
- ii. Fire Protection System; and
- iii. Mechanical services and lift rescue operation.

- l) Project Team to Take Over of New Installation / Renovations / Completed Projects

When required by the Company, the Contractor will deploy project team mentioned in clause 2.2 - Phase I (Mobilization and Familiarization Phase) to assist the Company to take over installations carried out by others. This will include but not limited to attending pre-handing over inspections, listing of defects for rectification, confirmation check after defect rectification and final handing-over inspection, and checking of as-built document, etc. The maintenance of such new installations, renovation will be included in the lump sum maintenance cost. The Contractor will be reimbursed for additional AHU and fan coil units only at the rates specified in the Contract.

The Contractor will update the existing drawings to reflect all improvement and renovation works which are carried out by the Company.

m) Others

To carry out works to repair all lamps and lights in the Premises as and when complaints are received.

Undertake to carry out additional works for the Systems and Facilities in accordance with the Priced Schedule of Rates.

2.4 Phase III (Demobilization Phase)

The Contractor will provide full force of manpower throughout the entire contract period. During the two weeks before and two weeks after the expiry of the contract period, the Contractor will provide supervisory staff to assist in the in-coming Contractor in the handing-over exercise. This includes the handing-over of all documentation, such as equipment maintenance records, stock history, drawings and plans, emergency and operational procedures, and all maintenance databases necessary for the smooth running of the contract by the in-coming Contractor.

3. CONTRACT SUM AND PAYMENT

3.1 Unless otherwise stated in the contrary under this Contract, the Contract Sum will cover the following but not limited to:-

- a) Regular Servicing of the Systems and Facilities as spelt out in the Contract Document B.
- b) Attendance to breakdowns and emergency repairs to the Systems and Facilities.
- c) Carrying out scheduled relamping works including necessary access equipment. All fees payable for obtaining the necessary licence / certificate / permit will be borne by the Contractor.
- d) Carrying out minor improvement works both inside and outside of the buildings including road works.
- e) Carrying out inspection of car park and provide manpower for car wheel clamping and unclamping of vehicles when instructed. To put up barricades for the reservation of car park lots when instructed.
- f) Operation, administration, supervision and managing of All Nominated Sub-Contractor (NSC) services such as "Siemen" Building Automation System, "Fujitec" Lift System, "Gliderol" roller shutters/doors, crawford doors, 'Besam' sliding doors, etc. The following

examples are inclusive but not limited to items listed herein. The Contractor to collate quotation / feedback / report / gathered to for replacement / repair to the Superintending Officer. The Contractor is to deploy one staff to managing all the NSC works, which include NSC contract renewal, monitoring of expiry and putting up recommendation for contract renewal 6months prior to expiry to the Company. THE Company will certify payment and pay the NSC directly.

- g) To man the Building Operation Centre (BOC) 24 hours with minimum 3 staffs stationed at the BOC throughout. During emergency, 1 staff can be dispatched out but have to report back immediately once completed.

3.2 All costs incurred including licenses / certificates / permits due to the following will be borne by the Contractor and any claims for costs will not be entertained. The Contractor will:-

- a) Engage their Professional Engineers to make regular checks on the Systems and Facilities listed in Contract Documents B and issue yearly certificate of maintenance, certificate of supervision and all necessary licences for the premises.
- b) Engage their PUB License Engineer to ensure that all electrical systems meet PUB and all statutory requirements. This PUB License Engineer is also required to license the electrical systems for the premises. All fees payable to obtaining the licenses / certificates / permits will be deemed to be included in the Contract.
- c) Engage Professional Engineers to inspect the air receivers, chain blocks and other pressure vessels as and when necessary. This includes preparing the receivers and other pressure vessels for the statutory inspection and any other tests required by the Factory Inspectorate.
- d) Engage Professional Engineers to inspect, test and make submissions to the Authorities for the issuance of the Fire Certificate. All fees payable for obtaining the licenses / certificates / permits will be deemed to be included in the Contract.
- e) Arrange for Factory Inspectorate to inspect and test chain blocks and all other hoisting devices inclusive of all test equipment and loads.
- f) Engage a reputable water-treatment including treatment to legionnaire bacteria Sub-Contractor to treat the condensing water of all the air-conditioning systems in this Contract. Analysis reports will be submitted to the Company. All fees payable for obtaining the licenses / certificates / permits will be deemed to be included in the Contract. The Contractor is to comply with the requirement of ISO 14000 and the relevant Government Authorities' regulations.
- g) Provide maintenance and repair to electronics parts and equipment associated with the building services.
- h) Plan and conduct safety training program for the Company's staff / Contractor's staff.
- i) Provide competent personnel to carry out scheduling, planning and documentation.
- j) Engage a Structural Engineer to inspect signage and its structures including structures including submission to the Authorities.

- k) Carry out cleaning, inspection and testing of water tank including water-sampling test in accordance to Authorities' requirements.
- l) Provide engineers and technicians to attend annual property loss inspection.
- m) Provide Term Licensed Plumber (LP) qualified under the Building regulation to monitor the building Sanitary and Plumbing system. The Term LP shall endorse for all new plumbing works / installations take are in compliance with Authorities Guidelines / Regulations.
- n) Engage Company's nominated Licensed Electrical Worker (LEW) to monitor the building Electrical System. The nominated LEW shall endorse for all new electrical works / installations are in compliance with the Authorities Guidelines / Regulations.
- o) (a) to (n) covers all new guidelines / regulations / By-law / Act that may be revised from time to time throughout the contractual period.

4. USE OF EXISTING OFFICE / MAINTENANCE SPACE

- 4.1 Adequate office space and workshop (hereinafter called the "Existing Facilities") will be provided by the Company to the Contractor for use and the performance of servicing, routine maintenance and repair of the Systems and Facilities. The Contractor will be fully accountable for and keep the Existing Facilities in working condition, and will carry out, at its own expenses, all necessary maintenance and repair arising from its usage of the Existing Facilities and will meet all Government and Statutory Board requirements for such at his own expense. If, as a result of any or negligence of the Contractor, the Company may carry out maintenance and repairs and the Contractor will pay the Company the cost thereof upon demand.
- 4.2 The Contractor will return the Existing Facilities to the Company upon the expiration or earlier termination of the Contract in good condition as deemed fit by the Company. Any reinstatement cost will be borne by the Contractor till satisfactory handover to the Company.
- 4.3 The Contractor will not make any additions or alterations to the Existing Facilities without the prior approval of Superintending Officer. All alterations and additions made by the Contractor will become the Property of the Company, and the Contractor will not have any rights of removal. Notwithstanding the foregoing, the Company, may at the expiration or earlier termination of the Contract, require the Contractor to remove any of all such alterations or additions at the Contractor's expense.

5. TELEPHONES, WIRELESS PAGERS, WALKIE TALKIES, EMAIL AND CLERICAL / TECHNICAL STAFF

- 5.1 The Contractor will provide and maintain in his office, telephone services, e-mail and telefax machine as well as clerical staff who will be capable of receiving verbal instructions in English.
- 5.2 The Contractor will furnish the following telephone numbers to the Company:-
 - a) Main Office and Branch Office Telephone numbers.
 - b) Professional Engineer's Telephone number (mobile phone, office and residence).

- c) The Contractor's own hand phone, office, residence telephone number where he can be contacted during night time and after office hours for emergency instructions.
- 5.3 The Contractor's Professional Engineer, Managers, Engineers and Technical Officers are to be contactable at all times, 24 hours, 7 days a week.
- 5.4 The Contractor will provide sufficient sets of walkie talkies and other kinds of communication equipment for his technical staff and the Company staff at all times.
- 5.5 The cost incurred through the purchase, rental, license fees, and all other fees and costs arising from the use of the equipment for site staff, Superintending Officer, Employer will be borne by the Contractor.

6. CANTEEN AND TOILET FACILITIES

- 6.1 Canteen and toilet facilities are available for the Contractor and his workman use.

7. CONSUMABLE MATERIALS

- 7.1 The Contractor will supply but not limited to the following consumable materials as and when required at no additional costs to the Company:-
 - a) All compressor oil and refrigerant used for topping up during servicing. The above material provided will comply with the manufacturer's recommendations.
 - b) All oil, grease or any lubricant required for lubrication of motor bearings, pivots valves and any other parts.
 - c) All degreasing or chemical agents for cleaning of kitchen and toilet exhausts, chillers, air handling units, window and split air-conditioning units and any other mechanical, electrical, electronic equipment and building facilities.
 - d) All rages, soap, detergent and other cleaning materials / agent / disinfectant.
 - e) All chemicals used for the treatment of water and any water treatment facilities.
 - f) Tapes e.g. insulation tapes, aluminium masking tapes etc.
 - g) Sealants for electrical cables and fittings.
 - h) All ironmongery, not limited to bolts and nuts, screws, nails, stud washer, UPVC gum connectors, locking pins, split pins, cable ties etc.
 - i) Sealing compounds for all Systems and Facilities listed in Contract Document B.
 - j) Materials or gases for welding or soldering.
 - k) Battery water.

8. PURCHASE OF SPARE PARTS AND MATERIALS

- 8.1 All spare parts and materials required for the System and Facilities listed in Contract Document B will be at the cost and expense of the Company.
- 8.2 If required, the spare parts and materials necessary for the proper execution of the preventive and breakdown works will be purchased by the Contractor on behalf of the Company based on five (5) quotations or a single quotation from the Sole Agent's with Undertaking Letter stating the same. The Contractor to comply Employer's latest procurement / quotation policy. For item purchase using Schedule of Rate (SOR), percentage adjustment entered in the contract is not allowed.
- 8.3 The Contractor will not be paid establishment / overhead charges for any purchase. The costs to provide such services are deemed to be included in the Contract Sum.
- 8.4 The Contractor will monitor and recommend to the Company on the type of spare parts to be stored, the maximum and minimum stock levels and the re-ordering levels to ensure that there are always sufficient stocks stored. He will identify and report common parts and carry out material analysis as and when deemed necessary by the Company.
- 8.5 All costs must be approved by the Company before the Contractor makes the purchases.

9. PURCHASE OF NON-STOCK ITEMS

- 9.1 Where purchase of spare parts and materials for non-stock items, per job basis, the Contractor on behalf of the Company will purchase in accordance with Clause 8.2 and Clause 8.3 above.
- 9.2 When purchase of spare parts and materials exceeding S\$300 (Three Hundred Singapore Dollars) per job basis, the Contractor, on behalf of the Company, will purchase based on five quotations or a single quotation from the sole agent all in accordance with Clause 8.2 and Clause 8.3.

10. PROVISION OF PERSONNEL

- 10.1 The Contractor will provide manager, engineers, executives, supervisors, technical officer, clerical & administration and skilled workers to be stationed at the premises, to provide required routine service and to provide emergency services for the premises at all times. Sufficient staffing is also requiring for different teams that provide different scope of work i.e Project Team, Support/Standby Team, Fix-it Team & Mobile Team & BOC Team. The staff employed by the Contractor will be duly qualified and competent.
- 10.2 The Contractor will designate in writing the manager as the responsible officers for its operation and he will be physically present on site during office hours.
- 10.3 The Contractor will maintain sufficient competent staffs at all time at attend to at least 2 simultaneous emergency calls (Priority 1) in any failure of the mechanical, electrical or building facilities etc. at each of the premises as well as staff standby in BOC. The Contractor may make use of the standby staff to perform routine maintenance works provided they can adhere to the response time of the emergency call. During office hours the Contractor may make use of their

routine maintenance personnel to attend breakdown or repairs, however, the routine maintenance work will not be affected or delayed.

- 10.4 For the “fix it program” for the premises, the Contractor will provide adequate number of skilled workers to carry out the work. It is to be clearly understood that the Contractor is solely responsible for the success of this program. A Key Performance Index (KPI) to be proposed by Contractor to monitor / measure the success of “fix-it program”.
- 10.5 It should be clearly understood that it is the duty of the Contractor to ensure that sufficient staff are provided to carry out preventive and routine maintenance works, repair works and attending any emergency breakdown. The cost of provision of all such personnel required for all works will be deemed to be included in the Contract Sum. Any cost incurred due to any additional personnel requested by Employer due to unsatisfactory performance for the contract will be borne by the Contractor and any claims for costs will not be entertained.
- 10.6 Sufficient clerical & administration staff will be provided by the Contractor at the premises during office hours attend to general clerical matters.
- 10.7 Any instructions given by the superintending Officer to the Contractor’s manager, engineers, executives or supervisory staffs will be deemed to be instructions to the Contractor who will carry out them expeditiously.
- 10.8 The Contractor’s operation personnel / technician will wear an approved uniform with name tag at all times when working in the Contract Area. Supervisory staff excluded.
- 10.9 The Contractor’s manager, engineers, executive, supervisory staff and skilled workers will not be replaced without the prior consent of the Superintending Officer.
- 10.10 Notification will be given to the Superintending Officer for any staff who are away or expected to be away from the Works for more than 3 days. Suitable replacement must be readily available and approved by the Superintending Officer.
- 10.11 It will also ensure that the above workmen will not use by the Contractor in any other work or activity, which does not fall under the scope of this Contract without the consent of the Company. All works carried out under the Document C will be done by a separate team of workmen.
- 10.12 The Company reserves the right to refuse admission to the premises occupied by or on behalf of the Company any person employed by the Contractor or by a sub-Contractor, whose admission would be, in the opinion of the Company undesirable, provided always that such refusal is not unreasonably imposed.
- 10.13 The Contractor will provide training to his maintenance personnel quarterly on the Systems and Facilities listed in Contract Document B. Report(s) to be submitted to Superintending Officer, not more than 1 week after such training.
- 10.14 The Contractor will provide competent staff to receive fault / complaint from the users and input into the computer monitoring system. Daily summary report(s) to be generated from the computer and file and submit to Superintending Officer instantaneously upon requested.
- 10.15 In the event of any resignation of staff, the Contractor will find suitable replacements within one (1) month from the date of absence from work. If the Contractor fails to replace the staff within this period, the Superintending Officer will have the right to deduct from the Contract Sum at

the rate equal to twice the last drawn basic payoff the absent staff. Contractor must forward payslip upon written request for such staff for Superintending Officer's computation. For period less than one (1) month this will be pro-rated. The effective date of deduction will be one (1) month from date of absence from work.

- 10.16 If the qualification and experience of the Contract's staff do not comply with the Contract specification, the Superintending Officer will have the right to deduct from the Contract Sum the amount as per the unit rate stated in Clause 10.15.

11. DAYS AND HOURS OF WORKING

- 11.1 The Contact will be on a 24-hour and 7-day a week basis.

- 11.2 Normal office hours for this contract shall be:-

Monday to Friday	-	0830 to 1730 hours
Saturday	-	0830 to 1300 hours

12. ROUTINES AND PREVENTIVE MAINTENANCE

- 12.1 The Contractor will provide the Company an annual routine and preventive maintenance programme for all the Systems and Facilities as listed in the Document B. The Contractor will submit to the Superintending Officer a monthly report covering details of the periodic inspection and servicing accomplished and outstanding, including all fault rectification work done 7 days after the end of each calendar month. All major equipment failure must be notified to the Superintending Officer immediate with Remedy Action.
- 12.2 All priority 1 breakdown reports will have to be reported immediately to the Superintending Officer. The monthly report will include, but will not limited to, a log showing the time when a fault notice is received and time when the rectification work is initiated. In addition, the nature of the fault and actual time taken for the necessary adjustment or repair will also be duly recorded. The computer generated report with proper endorsement will be accepted.
- 12.3 Analysis of all the above reports will be required from the Contractor 7 days after the end of each calendar month.
- 12.4 The Company will reasonable make accessible to the Contractor for routine and preventive maintenance such items of the Systems and Facilities listed contract document B. Routine and preventive maintenance will be executed with minimum inconvenience and disruption to the Company's operation. The hours of routine and preventive maintenance will be as specified and will be reasonably adjusted if both parties hereto so agree. The servicing of the chillers, cooling towers, kitchen exhaust fans and air handling equipment may have to be carried out after normal working hours.
- 12.5 The Contractor will take positive / preventative actions to remove the cause of recurrent maintenance problems as opposed to merely performing obvious repairs. Detail report and recommendations to be forwarded to Superintending Officer for evaluation.

- 12.6 For faulty equipment, the Contractor will repair the faulty parts as opposed to merely replacement of parts, unless it is beyond economical repair. Detail diagnostic report and recommendations to be forwarded to Superintending Officer for evaluation.
- 12.7 The Contractor will provide necessary manpower, tools and equipment including boom-lift or scaffoldings for repairing and re-lamping of high bay lights in the premises during the contract period. The cost for such repairing and re-lamping work will be deemed to have been included in the Contract sum except area that is not accessible by boom-lift or scaffoldings. Contractor will be paid for additional costs for such additional / alternate means of access.

13. LIQUIDATED DAMAGES FOR NON-COMPLETION OF ROUTINE AND PREVENTIVE MAINTENANCE

- 13.1 The Contractor will carry out routine and preventive maintenance work as specified in Document B, failing which it will pay the Company liquidated damages of five percent (5%) of the pro-rated monthly Contract Sum per incident per system failure due to insufficient / lack of preventive maintenance. This may be waived if the Contractor proves that the non-completion was due to circumstances beyond its control. The decision of the Superintending Officer will be final on this matter.

14. RESPONSE TO URGENT REPAIR

- 14.1 The following amount or a pro-rated amount will be deducted from the contract sum for any failure of Contractor to attend to the faults at the premises that require to be rectified as part of Maintenance Works within the stipulated time:-

Priority	Response Time	Amount of Penalty (If the response time is exceeded)
1	¼ hour	S\$200 per hour
2	4 hours	\$10 per hour

- 14.2 The priority of faults is defined as:-

- a) Priority 1 will be faults which in the Superintending Officer's opinion:
- Have direct impact on the ability of the Company to carry out their operations effectively (e.g. within kitchen, warehouses, etc.);
 - Can potentially cause the Company or the Contractor's employee, building users, tenants and etc. to be injured or killed if not rectified;
 - Can result in the Company contravening any audit or statutory requirements if not rectified immediately;
 - May cause extensive damage to the property (e.g. major power failure, pipe burst, flooding, fire, etc.); and,

- v. May cause severe damage to the Company's reputation.

Notwithstanding the response time, the jobs will be acted upon and completed within 3 days, failing which the Contractor will pay the Company liquidated damages of S\$200 per hour but limited to S\$6000 per incident. This may be waived if Contractor proves that the delay is due to circumstances beyond its control. The decision of the Superintending Officer is final on this matter.

- b) Priority 2 shall refer to all other faults not defined as Priority 1.

- 14.3 Response time will mean the time of complaint to the Contractor to the time when suitably qualified maintenance staff arrived at site.
- 14.4 After responding to the fault reported, the Contractor should act on it immediately and ensure that the repair is carried out within three (3) days.
- 14.5 If the response time is exceeded, the Company may give the Contractor an opportunity to explain, the Company may waive whatever amount due hereunder, if it is satisfied with the Contractor's explanation.

15. MODIFICATIONS BY THE CONTRACTOR

- 15.1 If the Contractor proposes to modify the System and Facilities listed in the Contract Document B, in order to facilitate his repair work such that the facilities or operating conditions are affected, the Contractor will notify the Company and request his consent to the proposed modifications in writing. If the consent is given, the Contractor will carry out the work at his own expense at a time to be agreed by the Company.

16. CHANGES BY THE COMPANY

- 16.1 If the Company proposed changes to the Systems and Facilities listed in contract document B or alteration / renovation which affects the Systems and Facilities listed in contract document B, the Company will refer all such proposal to the Contractor for consideration. This procedure is necessary to ensure the integrity and safety of the Systems and Facilities. If required by the Employer the Company, the Contractor will carry out the changes in accordance with the procedures laid down at the expense of the Company including any expenses for subsequent maintenance services provided thereof.
- 16.2 Work carried out by the Contractor under this section will be paid by the Company in accordance with the provision of the Articles of Agreement.
- 16.3 In the event that certain portions of the Systems and Facilities covered under this Contract are taken over for development projects or the Schedule of Equipment to be maintained has been reduced, The Company reserves the right to inform the Contractor to suspend maintaining the affected systems and/ or facilities till further notice. The amount to be deducted from the Contract will be in accordance to Priced Unit Rates of Servicing for Systems and Facilities at Volume C Section 11.

17. AVAILABILITY OF SYSTEMS AND FACILITIES

- 17.1 For the purpose of making good all faults or defects, the Contractor will proceed with diligence and dispatch men to carry out the repairs or replacement to minimise the downtime or non-availability of the Systems and Facilities.
- 17.2 The Contractor will complete the servicing/ repairs or replacements and make the Systems and Facilities available to the satisfaction of the Superintending Officer and to complete the repair within the stipulated time frame. If the monthly average of the availability figure for a particular System and Facility falls below the committed figures, the Contractor will pay the Company the sum stated in Annex IV of Part VIII. If the Contractor fails to complete a repair within three (3) days from the response time he will pay the Company the sum of S\$200.00 per hour. The maximum sum payable per incident is \$6000 and the deduction will be in accordance with Clause 13 of the Conditions of Contract. The Company may waive the amount due hereunder if it is satisfied with the Contractor's explanation for the delay.
- 17.3 The Company reserves the right to engage others to rectify the incomplete work and all cost plus administrative charges will be borne by the Contractor.

18. DESPATCH OF EQUIPMENT FOR OVERHAUL OR REPAIR

- 18.1 If the Contractor is required to send any items of Systems and Facilities outside Singapore for overhaul or repair with the approval of the Company, then the Contractor will be reimbursed of all the costs, incurred in the dispatch, overhaul, repair, return and reinstallation of the items upon satisfactory proof of all such costs and expenses.

19. OCCUPANY AND USE ON SITE

- 19.1 The Contractor's attention is drawn to the fact that the buildings and surroundings will be in continuous use and is warned that under no circumstances whatsoever are any of the functions to be disrupted during the progress of any Works. The Contractor will provide all necessary warning light, signs etc. at various positions as may require by the Company. The Contractor will inform the Company well in advance before the commencement of Works which may disrupt the operation of the Company.

20. LOCALLY MANUFACTURED MATERIALS

- 20.1 Whenever any materials required for the Works is manufactured in the Republic of Singapore and bearing the SPRING Safety Mark, the Company will give preference to the use of such material in lieu of an equivalent imported material provided that, in the opinion of Superintending Officer the material is considered satisfactory with regards to quality, etc.. In any case of doubt, the Contractor should refer to Superintending Officer to enquire whether acceptable locally manufactured materials are available for use in the works.

21. WARNING SIGNBOARDS, BARRICADES AND WARNING LAMPS

- 21.1 Sufficient warning signboards, barricades and warning lamps will be provided by the Contractor to warn the occupants/ public of danger when Works are carried out in public areas and roadways, all to the satisfaction of the Superintending Officer.

22. ELECTRICITY

- 22.1 Where electricity is available within the Company premises other than the office it may be used by the Contractor for lighting, hand tools and similar machines, upon approval of the Superintending Officer. The Contractor will, also comply with all relevant electrical regulations and any special instructions of the Company.

23. CLEANING UPON COMPLETION

- 23.1 The Contractor will remove all rubbish arising under this Contract from the sites from time to time and as instructed by the Company and leave the sites clean and tidy on completion of each Works order or Contract, all to the complete satisfaction of Superintending Officer.
- 23.2 Upon Completion of any of the Works, the Contractor is to ensure that the site is cleaned before handing over to the Company, which includes making good any existing item e.g. ceiling, wall and flooring etc.. The Contractor will inform the Superintending Officer in writing that the Works are completed, system tested and put into operation.

24. DOCUMENTATION

- 24.1 The Contractor will have to constantly update all drawings, tracings and manual to reflect latest modification or site verification of the System and Facilities.
- 24.2 The Contractor will update all existing manuals, drawings and other documentation for any modification and development done by others in the Contract Area as long as these works are handed over to them upon completion.
- 24.3 The information will be properly updated in a manner approved by the Superintending Officer.

25. SWITCHING / SERVICING OF ELECTRICAL INSTALLATION

- 25.1 The Contractor is responsible for the yearly LT/HT servicing of the Premises.
- 25.2 The Contractor shall engage the Company's nominated Licensed Electrical Worker (LEW) for the electrical installation is to be present whenever there is any switching / servicing operations / modifications being carried out as required by the Company or the relevant authorities. He will also issue "permit-to-work" and "clear area certificate". All cost for such services are deemed to have been included in the Contract Sum.

26. USE OF THE COMPANY'S NAME

- 26.1 The Contractor will not use the name of the Company in any advertisements, news, release, hand-outs or documents, either locally or aboard of any purpose either for its own or for that of the Company without prior specific written permission from them.
- 26.2 The Contractor will not display any advertisement on any of the Company's lands, buildings, site or equipment nor permit any advertisement to be displayed by other without written permission of the Company.

27. WEEKLY / MONTHLY MEETING

- 27.1 The Contractor or his authorized representatives will regularly attend meetings at the office as scheduled by the Superintending Officer to review the service standard achieved by the Contractor and to identify current major or recurrent problems encountered so as to effect improvement to be overall performance of this Contract.
- 27.2 The Contractor will have to prepare and submit a weekly / monthly report for the work done. The format of reporting will have to be approved by the Superintending Officer.

28. SUPPLY AND DELIVERY OF FUEL

- 28.1 The Contractor will supervise the supply and delivery of fuel for building services equipment. The supplier for fuel will be nominated by the Company.
- 28.2 The Contractor will check and inform the Superintending Officer weekly or at any frequencies as required by Superintending Officer to ensure that the fuel levels in fuel tanks are always kept at a level not lower than the half-full tank mark at any time. The Contractor will give the Superintending Officer ten (10) days advance notice for any projected topping-up requirement.

29. REPORTS

- 29.1 The following are some of the reports to be submitted by the Contractor to the Company. This list will not be exhaustive and if the Superintending Officer deemed necessary for the Company to monitor the performance of the Contractor, other reports will be requested.
- a) Weekly preventive maintenance job sheets
 - b) Half yearly plant inventory history
 - c) Monthly manpower status
 - d) Half yearly review of vendor lists
 - e) Monthly spare parts consumption and monthly cumulative expenditures on spare parts and materials
 - f) Weekly attendance sheet
 - g) Weekly fault report summary
 - h) Monthly utilities meter readings and trend log of consumption

30. HANDING OVER TO NEW CONTRACTOR

- 30.1 The Contractor will have to prepare detailed hand over programme, procedures and testing specifications, three (3) months prior to the expiry of this Contract so as to enable the incoming Contractor to take over the maintenance.
- 30.2 The tools and equipment on loan by the Company to the Contractor will have to be handed over to the incoming Contractor.

31. EXTENSION OF CONTRACT

- 31.1 The Contractor will be for a period of three (3) years commencing from [●] for SMC and PTB 1-4.
- 31.2 The Company may exercise his discretion to extend the Contract or part thereof for a further period of not more than twenty-four (24) months on the same terms and conditions. Such notice of extension will be given in advance in writing by the Superintending Officer before the end of the Contract Period. The Contract Sum in the case of the extension of this Contract will be at the rates set out in Part VIII the Breakdown of Tender Price. The Contractor will renew the Banker's Guarantee and all insurance policies for the purpose of the extended period. The Contractor will have no right to reject the option offered by the Company.

32. NO SMOKING REGULATION

- 32.1 The Contractor will strictly observe and abide by the “No Smoking” regulations in the Contract Area. All employees and agents of the Contractor will refrain from smoking with the Premises except for designated areas where smoking is allowed.

33. SPECIALIST WORK AND EQUIPMENT

- 33.1 The Company will pay the Contractor the actual cost of hiring of specialist or specialist equipment as listed below for the maintenance of the Premise / equipment / facilities which breakdown needs repairs and inspections.

- a) Mobile generators, air compressors and vibra hammers for road works.
- b) Excavators for earth moving.
- c) Bulldozers and backhoes.
- d) Cranes and mobile platforms with boom other than those used for scheduled re-lamping works.
- e) Skilled operators for above items (b), (c) and (d).
- f) Gondolas (attached to eaves of building).
- g) Scaffolding in excess of eight (8) meters height and two (2) meters width other than those used for scheduled re-lamping works or for replacing bulbs and lamps.
- h) Shoring.
- i) Cable fault locator, burn down unit.
- j) Road reinstatement due to repair of underground services.

The Contractor will not be entitled to any manpower cost or establishment or administration charges or percentage adjustment entered in the contract for hiring any of the above equipment.

34. DEFINITION OF STAFF DESIGNATION

- 34.1 The Superintending Officer will give special consideration on a case by case basis for proposed staff with insufficient technical / academic qualification but with extensive experience.
- 34.2 The Superintending Officer's decision will be final. All rejected staff will vacate the premises immediately upon receipt of Superintending Officer's instruction.
- 34.3 All proposed staff will be approved by Superintending Officer before being deployed to the Premises.

35. BONUS HANDOUT

- 35.1 On the every 31 March after the Contract's first anniversary, if the Contractor is able to reduce the cost of Works Orders by more than 10% while still hitting the Breakdown Maintenance Availability Figure, the Contractor shall be eligible to claim a bonus that is equivalent to 10% of cost savings achieved from the Company. The bonus figure will be also weighted based on the service satisfaction levels from the Company, which will be feedback during the monthly meeting. The bonus figure will be capped the amount equivalent to **[put in figure equivalent to 2 months of the contract fee]** ("Bonus Amount").
- 35.2 The Contractor must show documents (e.g. CPF statements or such other documentary evidence as required by the Company within 3 months from the time the Bonus Amount has been paid to the Contractor) proving that at least **80%** of the Bonus Amount has been paid to all the site staff who have been involved in providing the services as described in this Agreement [in the last six (6) months before the Bonus Amount was paid] If the Contractor fails to prove that they had paid out at least **80% of the Bonus Amount to their site staff, the Company shall have the rights to deduct the amount disbursed from the sums due or to be due to the Contractor.**

ANNEX B – ADDITIONAL CONDITIONS FOR TERM CONTRACT WORK**1. SCOPE OF TERM CONTRACT WORK**

- 1.1 An order given to the Contractor by the issue to him of a signed written instruction of service requisition by the SO will constitute a requisition within the scope of this Contract if the estimated price payable for the execution of any single requisition does not exceed Singapore Dollars Thirty Thousand (\$30,000) at the discretion of the Company.
- 1.2 The decision of the SO as to what constitutes a single order will be final and conclusive.
- 1.3 The Contractor will carry out and complete the Works in accordance with this Contract in every respect in accordance with the directions and to the reasonable satisfaction of the SO who may in his absolute discretion and from time to time issue written instructions, written directions and written explanations (all of which are hereafter collectively referred to as "SO's Instructions") in regards to:-
- a. The variation or modification of the quality or quantity of the works or the addition of any Work.
 - b. The removal from the site of any materials brought thereupon by the Contractor and the substitution of any other materials thereof.
 - c. The removal and/or re-execution of any Works executed by the Contractor.
 - d. The dismissal from the Works of any person mentioned in Clause 30 of Conditions of Contract hereof employed thereupon.
 - e. The opening up for inspection of any Work covered up.
 - f. The amending and making good of any defects under Clause 13 of Conditions of Contracts.
- 1.4 The Contractor will forthwith comply with and duly execute any Work comprise of such "SO's Instructions".
- 1.5 For the purpose of this Contract, the Specifications, Schedule of Rates, Works Order issued pursuant to the provision of this Contract and instructions from the SO will be deemed to be mutually explanatory to each other unless specified otherwise.
- 1.6 Notwithstanding any provision to the contrary in these conditions contained, it is hereby agreed that the right to take action and/or initiate proceeding on behalf of the Company under Clauses 9, 10 and 11 of this Additional Conditions, and Clauses 12 and 13 of Conditions of Contract.

2. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION

- 2.1 All materials and workmanship will so far as procurable be of the respective kinds defined in the Schedule of Rates and Specification and the Contractor will upon the request of the SO furnish him with vouchers to prove that the materials comply therewith. The Contractor will arrange for and/or carry out any test of any materials which the SO may in writing require and the cost thereof will be added to the amount of the Works Orders unless the test shows that the said materials and/or workmanship are not in accordance with this clause.

- 2.2 Samples, where materials and fittings are specified to be 'Approved' samples will be submitted for approval at the earliest possible date after notification of acceptance of the Contractor's proposal and before any orders or bulk delivery to the site is made.
- 2.3 All samples which are approved will indicate the standard to be maintained in the execution of the Works and will be so marked and retained by the SO until the completion of the Works. In the case of rejection, further samples will be submitted until they are approved. The SO may reject any material or workmanship which, in his opinion, is not up to the approved standard. All samples submitted will be free of charge.
- 2.4 Where reference is made to trade name or maker's catalogue numbers, the Contractor may use any article or material similar and equal to those described only when specifically approved by the SO. No claim due to negligence in this respect will be entertained.

3. DAYS AND HOURS OF WORKING

This Contract will be on a 24-hour and 7-day a week basis. Normal office hours for this Contract will be:

Monday to Friday	-	0830 to 1730 hours
Saturday	-	0830 to 1300 hours

4. FOREMAN AND ASSISTANT

- 4.1 The Contractor will keep constantly on the site of the Work a competent foreman who is:-
- Authorized to receive Works Order / verbal instructions.
 - Authorized to sign invoices, negotiation on claims and purchase materials as and when required.
 - Able to read, write and communicate in English.
 - Provide with a pager and a mobile handphone.
- 4.2 The Contractor will also provide the foreman with such assistants in such trade as may be necessary in default, the foreman and the assistant will be supplied by the Company and all expenses in connection therewith will be recoverable as provided in Clause 9 hereof.
- 4.3 Any direction given to such foreman and his assistant will be held to have been given to the Contractor in pursuance of Clause 1 hereof. The Contractor will at his own cost and expense provide a pager for his foreman and/or assistant who will carry such pager at all times for the purpose of executing this Contract.
- 4.4 The Contractor will submit the name of the foreman. Any change of site foreman assigned will be made by the Contractor in writing seeking approval from the SO at least one (1) month in advance. The change of the site foreman must be approved by the SO.

5 RECEIVING DAILY INSTRUCTION

- 5.1 The Contractor or his representative will call at the Property Services Department every official working day between 0900 hours and 1000 hours or any other time agreed by the Superintending Officer to receive Works Orders, verbal or written instructions etc. Any directions or explanations given to the representative will be held to have given to the Contractor in pursuance of Clause 1 hereof.
- 5.2 In the event of non-compliance with the above, the Superintending Officer may take alternative arrangement to deliver the said Works Orders, instructions, etc. to the Contractor's registered office and the Contractor will pay the Company liquidated damages according the rates specified in Clause 10 hereof.
- 5.3 This sum will be recoverable from the Contractor by the Company as provided in Clause 9 hereof.

6 EMERGENCY REQUEST

- 6.1 The Contractor is to note his implicit responsibility to provide for worker(s) to be on standby to receive and act upon calls made after office hours, Sundays and Public Holidays. The Contractor is to ensure that (at any time) the worker(s) can easily and readily be contracted, failing which the Company reserves the right to engage another contractor to carry out the Works and all costs incurred will be recoverable from the Contractor.

7 SCHEDULE OF RATES

- 7.1 Unless otherwise specifically stated rates in respect of new works or special maintenance jobs will be held to include all minor labours, treatment and make good as contained in the Preambles of all trades in Standard Method of Measurement.
- 7.2 The rate of all items in the Schedule of Rates are for Works to existing buildings whether specifically stated in repairs or not, or for entirely new works costing below S\$30,000.
- 7.3 The rates after adjustment of the percentage appearing in Clause II of Form of Tender of Document A unless when applied to the rates in the Schedule expressly provided to the contrary, will be held to include for all costs incurred in complying with the Conditions of Contract, for waste on materials, storage, packing, carrying and cartage, hoisting, use of plant, scaffolding, planks, trestles, battens, making for work in small quantities and on widely separated sites and in some cases in dark, cramped and dirty situations, supervision, establishment charges, profit and all other labour and everything else necessary for the due and proper completion of each item.

8 VARIATIONS AND EXTRAS

- 8.1 The Superintending Officer may at any time during the progress of the Works, by order in writing under his hand, make or cause to be made any variations from the original price in Schedule of Rates, Specification and Works Order by way of addition or omission or otherwise deviating therefrom and said Works will be executed according to the said variations or deviations under his direction and to his satisfaction as if the same had been included to the said original priced

Schedule of Rates, Specifications and Works Order and any Works or materials which will be ordered not be to done or used will be omitted or will not be used by the Contractor.

- 8.2 The Superintending Officer will have the right by varying the Schedule of Rates, Specifications and Works Order as provided in the last preceding sub-clause to increase or decrease the quantities of any additional item or items, or to omit any item or items or to insert any additional item or items without the consent of the Contractor provided that the amount of a Works Order is not thereby increased in value to more than the maximum prescribed in the Contract.

9 DEDUCTIONS FROM MONEY DUE TO CONTRACTOR

- 9.1 The Superintending Officer will be entitled to deduct any money the Contractor will be liable to pay under the Contract to the Company, from any sum which may become payable to the Contractor hereunder the Superintending Officer in certifying Works Order for payment will have regard to any sum so chargeable against the Contractor; provided always that this provision will not affect any other remedy, by action at law or otherwise, to which the Company may be entitled for the recovery of such monies.

10 DAMAGES FOR NON-COMPLETION

- 10.1 If the Contractor:-
- a. Fails to complete any Works Order under Singapore Dollars Five Hundred (S\$500) within seven (7) days of receipt of Works Order.
 - b. Fails to complete a Works Order by the date given in the Works Order or within six (6) weeks from the date of the Works Order or within any extended time under Clause 12 of Conditions of Contract hereof and the Superintending Officer certifies in writing that in his opinion the same ought reasonably so to have been completed the Contractor will pay the Company a sum calculated at the rate stated in the schedule hereunder as liquidated and ascertained damages for the period including Saturday, Sunday and Public Holidays during which the Works Order will so remain or have remained incomplete and the SO may deduct such damages from any monies due to the Contractor.

Liquidated and Ascertained Damaged for Works Order

Not exceeding S\$5,000.00 at the rate of

Equal or exceeding S\$5,000.00 at the rate of

S\$100.00/day

S\$150.00/day

11 FAILURE BY CONTRACTOR TO COMPLY WITH SO'S INSTRUCTIONS

- 11.1 If the Contractor, after receipt of a written notice from the Superintending Officer requiring compliance within seven (7) days, fails to comply with the Superintending Officer's Instructions, the Superintending Officer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect thereto and all costs incurred in connection therewith will be recoverable from the Contractor by the Company as a debt or may be deducted by him from any monies due or to become due to the Contractor.

12 PAYMENT OF WORKS ORDER

- 12.1 The amount of the Works Order will be paid to the Contractor within forty five (45) days from the date of the Works have been certified by the Company to have been satisfactorily completed, provided that the company may deduct from the said amounts any debts, costs and/or sums due to the Company and payable by the Company on any other Works Order.
- 12.2 The Contractor will make every endeavour to keep monthly progress payment up to date by presenting bills of works completed before the first week of every month or other suitable equal periods acceptable to the Superintending Officer. In the event of non-compliance with the aforesaid, the Contractor will produce a satisfactory written explanation to the Superintending Officer.
- 12.3 In the event of doubt arising as the correct use or inclusion of rates for the working-up of bills, the Superintending Officer will be referred to and his decision will be final.
- 12.4 Payment of Works Order will not be considered conclusive evidence as to the sufficiency of any work or materials to which it related nor will it relieve the Contractor from his liability which includes amending and make good all defects, shrinkages, other faults or damages as provided by the Contractor.

13 NOT USED**14 IMMEDIATE ATTENDANCE FOR URGENT REQUEST**

- 14.1 For urgent Works Order estimated to cost Singapore Dollars Two Thousand (S\$2000.00) or less, the SO reserves the right to order the execution of the Works before the issuing of the Works Order. All requisitions of this nature will be attended to promptly within three (3) days of the Contract.
- 14.2 On completion of the Works, the SO will be notified and a covering Works Order will be obtained. Clause 10 will apply for any delay beyond the abovementioned completion period.

15 PREVENTION OF THE BREEDING OF MOSQUITOES

- 15.1 No empty containers or receptacles capable of collecting water and forming breeding place for mosquitoes are to be left in the open and the Contractor will take all necessary steps to keep the sites clean and free of stagnant water and unwanted rubbish to prevent the breeding of mosquitoes throughout the duration of the Contract.

- 15.2 The Contractor shall take reasonable endeavour to remove any chokes, fix any leakages, condensations or prevent any water stagnation at any part of the building. For each incidence of water stagnation due to chokes, condensations, or water leakages, the Superintending Officer may reserve the rights to impose S\$100 fine capped at S\$1,000 every month.

16 AIR POLLUTION CONTROL

- 16.1 Mechanical plant and equipment including any other equipment which emit smoke, fumes or other obnoxious gases will not be allowed to be used on site.

17 EXISTING MATERIALS

- 17.1 Serviceable materials and items of equipment removed from buildings in the carrying out of the Works will, unless otherwise decided by the Superintending Officer, remain the property of the Company and notwithstanding anything stated to the contrary are not to be removed from the site by the Contractor without the permission of the Superintending Officer.

18 OTHERS

- 18.1 Whenever the description "Replacing" or "Renewing" is used herein, this will be taken to include all repairs and other works necessary to offset the replacement of renewable. As an example "Replacing" broken or missing glass to windows, doors, etc. will include taking out the whole pane of glass, replacing with new to match existing whether specifically mentioned or not, make good and clear away debris.
- 18.2 Prior to commencement of any Works and Contractor must inform the Superintending Officer and occupants of the premises. Failure to do so will render the Contractor liable for all the consequences.
- 18.3 The Company reserves the right to add or delete any of the Company premises within the Republic of Singapore.

BREAKDOWN OF TENDER PRICE**SCHEDULE I – (i) BREAKDOWN OF MAINTENANCE COST FOR SATS MAINTENANCE CENTRE**

The Company shall reserve the rights to omit any of the services described in the table below in the event the Company decides to award the service(s) to a term contract nominated by the Company. Notwithstanding the aforementioned, the Contractor shall continue to provide frontline attendance to any faults arising from the service omitted. The Contractor shall also coordinate with the nominated term contractor to resolve faults arising from the service omitted.

SERVICE DESCRIPTION	ANNUAL TENDER PRICE (\$\$)				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4 (OPTIONAL)	YEAR 5 (OPTIONAL)
1. <u>EQUIPMENT</u>					
1. Air-condition and Ventilation System (Chiller System, AHUs, FCUs, Split Units, Ventilation Fans, etc.)					
2. Electrical Services (Electrical Licensing, HT/LT servicing, Generator Set, Frequency Converter, LED Signs, etc.)					
3. Fire Protection System (Fire Protection and Fire Alarm System, Fire Extinguishers, fire door etc.)					
4. Plumbing, Sewerage and Hot & Cold Water Supply System (Water Storage Tank and Water Pumps, Toilet equipment, etc.)					
5. CCTV systems					
6. Building Automation System					
7. Daily Running of Trade Effluent Treatment Plant					
8. Fix-It Programme					

Tender’s Name / Signature / Date

SERVICE DESCRIPTION	ANNUAL TENDER PRICE (\$\$)				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4 (OPTIONAL)	YEAR 5 (OPTIONAL)
(Con'd)					
9. Cleaning Services (i.e. Area Cleaning, Toilet Cleaning with supplying of toilet consumables and Collection of Rubbish)					
10. Canteen Grease Traps					
11. Oil Interceptors					
12. Area Fogging					
13. Nominated Sub-Contracts (Supervision) a. Effluent Treatment Plant b. Maintenance Bay High Bay Lights c. Office Auto Door					
14. Others (Please specify)					
Total Maintenance Cost					

** The Contractor is to price **ALL** equipment listed in the Breakdown of Maintenance Cost including the equipment listed under the Nominated Sub-Contract Service. The Company reserves the right to add or delete any of the equipment if so required.

 Tender's Name / Signature / Date

BREAKDOWN OF TENDER PRICE**SCHEDULE I – (i) BREAKDOWN OF MAINTENANCE COST FOR SATS RENTED PREMISES LOCATED AT PASSENGER TERMINAL BUILDING 1, 2, 3 AND 4**

The Company shall reserve the rights to omit any of the services described in the table below in the event the Company decides to award the service(s) to a term contract nominated by the Company. Notwithstanding the aforementioned, the Contractor shall continue to provide frontline attendance to any faults arising from the service omitted. The Contractor shall also coordinate with the nominated term contractor to resolve faults arising from the service omitted.

SERVICE DESCRIPTION	ANNUAL TENDER PRICE (\$\$)				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
A. <u>EQUIPMENT</u>					
1. Air-condition and Ventilation System (FCUs, Split Units, Cassette Units, Windows Units, Ventilation Fans, Air Coolers, Water Coolers, Air Cleaners, Air Curtains, etc.)					
2. Electrical Services (Electrical Licensing, Distribution boards, LED Signs, etc.)					
3. Fire Protection System (Fire Protection and Fire Alarm System, Fire Extinguishers, etc.)					
4. Plumbing, Sewerage and Hot & Cold Water Supply System (Waste Pipeline & Grease Trap, Work Basins, Toilet Equipment, etc.)					
5. Public Address System (Voice Communication System, Intercommunication System, etc.)					

 Tender's Name / Signature / Date

SERVICE DESCRIPTION	ANNUAL TENDER PRICE (S\$)				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
(Con'd)					
6. Nominated Sub-Contracts (Supervision) a. CCTV System b. Internal and External Landscaping Services c. Kitchen and Lounge Equipment (SATS Lounge) d. Auto Sliding Door / Swing Glass Door					
7. Fix-It Programme					
8. Others (Please specify)					
Total Maintenance Cost					

** The Contractor is to price **ALL** equipment listed in the Breakdown of Maintenance Cost including the equipment listed under the Nominated Sub-Contract Service. The Company reserves the right to add or delete any of the equipment if so required.

 Tender's Name / Signature / Date

BREAKDOWN OF TENDER PRICE**SCHEDULE II – PRICED SCHEDULE OF RATES****Price Schedule of Rates I – Document C, Volume 1**

BUILDING TERM CONTRACT – MINOR WORKS AND REPAIRS

Price Schedule of Rates II – Document C, Volume 2

MAINTENANCE, MINOR WORKS AND REPAIRS FOR MECHANICAL SERVICES INSTALLATION

Price Schedule of Rates III – Document C, Volume 3

MAINTENANCE, MINOR WORKS AND REPAIRS FOR ELECTRICAL INSTALLATION

Price Schedule of Rates IV

MAINTENANCE, MINOR WORKS AND REPAIRS FOR PLUMBING AND SANITARY INSTALLATION

Price Schedule of Rates V

AIR QUALITY AUDIT

Price Schedule of Rates VI

COST OF SUPERVISORY STAFF

Supervisory Staff*Hourly Rate (S\$)Normal time between 0830 hours and
1730 hoursOvertime between 1730 hours and 0830
hours

Sunday and Public Holidays

Price Schedule of Rates VII

Monthly rate for reduction / addition of maintenance cost for change in area, if any (without reduction of manpower): S\$_____ per sqm.

OPTIONAL

Monthly rate for provision of Standby Manpower for SATS Maintenance Centre and SATS Rented Premises located at Passenger Terminal Buildings 1, 2, 3 and 4 for a period of six (6) months. (Contractor is to submit the price).

Noted: *The supervisory staff shall include the time spent by Manager, Engineer and supervisory staff and clerical support etc. other than skilled workers or labourers.

BREAKDOWN OF TENDER PRICE**SCHEDULE II – PRICED SCHEDULE OF RATES****Summary**

1) Price Schedule of Rates I	Building Works	<u>*Plus(+)</u> Minus(-).....%
2) Price Schedule of Rates II	Mechanical Services Works	<u>*Plus(+)</u> Minus(-).....%
3) Price Schedule of Rates III	Electrical Works	<u>*Plus(+)</u> Minus(-).....%
4) Price Schedule of Rates IV	Plumbing and Sanitary Works	<u>*Plus(+)</u> Minus(-).....%
5) Price Schedule of Rates V	Engage competent and qualified personnel to carry out comprehensive indoor air quality audit. The audit shall include reports on the findings and recommendations to improve the air quality and all necessary works in order to comply with the statutory requirements / guidelines (Contractor is required to specify the extent of works involved).	<u>Cost Per Set-up</u> Professional fees: S\$ _____ Cost per point per measurement: S\$ _____ Ventilation Study (per typical zone): S\$ _____ Detailed Chemical Measurement: S\$ _____ Cost per point of Ductwork (Contaminant Assessment): S\$ _____ Cost of laying of Tubings / Cables per Setup for measurement and monitoring: S\$ _____

Tender's Signature / Date

Name (in BLOCK LETTERS)

Note: *Delete where not applicable

BREAKDOWN OF TENDER PRICE**SCHEDULE II – PRICED SCHEDULE OF RATES****Summary**

6) Price Schedule of Rates VI	Supervisory Staff	*Plus(+) Minus(-).....%
7) Price Schedule of Rates VII	Deduction / Addition of Maintenance Cost for change in Area	S\$ _____ per sqm per month
8) Optional	Provision of Standby Manpower for 6 months	Details are as annexed below: Foreman: S\$ _____ (Option 1) S\$ _____ (Option 2) Plumber: S\$ _____ (Option 1) S\$ _____ (Option 2) Tradesman: S\$ _____ (Option 1) S\$ _____ (Option 2) M&E Technician: S\$ _____ (Option 1) S\$ _____ (Option 2)
	<u>Option 1</u> 0800 hours to 1700 hours	
	<u>Option 2</u> 1700 hours to 0800 hours	

 Tender's Signature / Date

 Name (in BLOCK LETTERS)

Note: *Delete where not applicable

MANPOWER AND OTHERS

CONTENTS		PAGE NO.
Annex I	Proposed Manpower	I-1
Annex II	Definition Of Staff Designation	I-2
Annex III	List Of Staff	I-3
Annex IV	Breakdown Maintenance Availability Figure	I-4 to I-6

MANPOWER AND OTHERS

ANNEX I – PROPOSED MANPOWER REQUIREMENT

The proposed manpower requirements are:-

- i. Phase I (Mobilization and Familiarization Phase – To attach details)

Partial Mobilization

Full Mobilization

- ii. Phase II (Maintenance Operation Phase – To attach details)

- iii. Phase III (Demobilization Phase – To attach details)

Tender's Signature / Date

Name (in BLOCK LETTERS)

MANPOWER AND OTHERS**ANNEX II – DEFINITION OF STAFF DESIGNATION**

Designation	Qualification & Experience
Manager	Degree with relevant 3 years of management experience or Diploma in Engineering/ Facility Management with 10 years of experiences and above or equivalent subject to the approval of SO.
Engineer (Engr)	Degree in Engineering/ Facility Management with minimum 2 years of experience or Diploma in Engineering with 8 years of experience or equivalent subject to the approval of SO.
Technical Officer (TO)	Diploma in Engineering or ITC with minimum of 3 years of experience
Technician (T)	NTC2 or equivalent with relevant experience NTC3 or equivalent
Skilled Workers (SW)	With relevant experience.
Others	Contractor to define the detailed qualification but not limited to the following:- <ol style="list-style-type: none"> 1. Firewatcher – Fire Patroller Certificate issued by Singapore Aviation Academy 2. Confined space assessor – MOM Certification or equivalent 3. Safety Supervisor – MOM Certification or equivalent 4. Equipment Operator – Galmon lifting certificate or equivalent for SAS Mark-lift and leasing boom-lifts 5. Qualified Scaffold Erector and Supervisor – MOM Certification or equivalent

Note: All staff from Technicians and above must be IT literate.

MANPOWER AND OTHERS**ANNEX IIa – MINIMUM MANPOWER STRUCTURE**

The **minimum** manpower during full-maintenance operations in SMC is as shown below:-

Designation	Number
Skilled Worker (SW) *Experience in electrical and mechanical services	Three (3)

The **minimum** manpower during full-maintenance operations in PTB 1-4 is as shown below:-

Designation	Number
Technical Officer (TO)	Five (5)
Technician (T)	Three (3)

Please note that Tenderers are required to take into consideration the manning of the BOC.

MANPOWER AND OTHERS
ANNEX III – LIST OF STAFF

List of Staff (Deployed solely for this contract)				
Name / NRIC no.	Appointment	Qualification	No. of Years of Related Experience	Brief Description of Related Experience

MANPOWER AND OTHERS**ANNEX IV – BREAKDOWN MAINTENANCE AVAILABILITY
FIGURE**AVAILABILITY OF SYSTEMS

Formula for computation of maintenance availability figures (%) based on plant downtime

$$A = \left(1 - \frac{DXR}{DT} \right) \times 100\%$$

Where,

A	=	Maintenance availability figure (%)
D	=	Downtime accumulated by individual plant group
R	=	Individual group population ratio
	=	1/N
N	=	No. of plants in each plant group
DT	=	Demand time (24 hours per day)

Say in a month there is a 9 hour breakdown for a chiller, there is 6.12 hours more than the below the specified availability figure (i.e. 2.88 hours).

$$\begin{aligned}
 A &= \left(1 - \frac{DXR}{DT} \right) \times 100\% \\
 &= \left(1 - \frac{9}{24 \times 30} \right) \times 100\% \\
 &= 98.75\%
 \end{aligned}$$

The charges to the Contractor shall be:-

$$S\$10.00 \times 6.12 = S\$61.20$$

BREAKDOWN MAINTENANCE AVAILABILITY FIGURE

S/No	System Description	Plant Description	Availability Figure (%)	Max Allowable Downtime (hrs) per Month
1	Air-Conditioning & Ventilation System	Chillers Chilled Water Pump Condenser Water Pump Cooling Tower Main Chiller Panel LT Control Panel for Cooling Towers and Water Pumps Heat Recovery System	99.6	2.88
		Aircon Units Grp	99.4	4.32
		Ventilation Fan Grp I	99.8	1.44
		Ventilation Fan Grp II (Roof Ventilators & Others)	99.4	4.32
2	Electrical Services	HT & LT Systems	99.9	0.72
3	Fire Protection System	Sprinkler Pumps Sprinkler Jockey Pumps Controller for Pump Fire Alarm Panels Halon System Freon System Fog Spraying System CO2 Flooding System (for Fuel Tanks & Fuel Pump Rooms)	99.9	0.72
4	Gas Detection & Monitoring System	Gas Detection	99.9	0.72
5	Plumbing, Sewerage and Hot & Cold Water Supply System	Sump Pumps Transfer Pumps Booster Pumps Grease Traps	99.5	3.60
		Water Storage Tanks Hot Water Urns Water Coolers	99.9	0.72
6	PA System	Voice Communication System	99.9	0.72
7	Entrance Control System	Roller Shutters, Grilles, Auto Gates & Crawford Doors	99.4	4.32
8	Demineralised Water Treatment System	Demineralised and Cold Softwater System	99.5	3.60
9	Building Automation System	Operator Workstation Monitor Printer Comm Link Remote Control Stations and DDC Panels Hand-held Console	99.7	2.16

BREAKDOWN MAINTENANCE AVAILABILITY FIGURE

10	Lifts	Passenger Lifts	99.9	0.72
		Goods Lift	99.9	0.72
		Dumbwaiters	99.9	0.72
11	Effluent Treatment System	Effluent Treatment	99.5	3.60
12	Audio / Video Equipment	Audio / Video Equipment in the Multi-Function Hall	99.9	0.72