

**SECTION 4: ARTICLES OF CONTRACT (SPECIMEN)**

TENDER REFERENCE NO.: TR1335

PROPOSED FIT-OUT AND REINSTATEMENT WORKS FOR SINGAPORE AIRLINES JAKARTA TOWN OFFICE, JAKARTA, INDONESIA

THIS AGREEMENT is made on the ____ day of _____ 2018 BETWEEN **SINGAPORE AIRLINES LIMITED**, a company duly established and organized under the laws of Singapore, and having its registered office at Airline House, 25 Airline Road, Singapore 819829 and its branch office located at Level 8, Menara Kadin Indonesia, Jalan H.R. Rasuna Said Block X-5, Kav 2 dan 3, Jakarta 12950, Indonesia ("the Employer") of the one part and _____ ("the Contractor") having its registered office at _____ on the other part.

The Contractor will carry out the Fit-Out Works to Singapore Airlines Town Office at Noble House and Reinstatement Works to the current Singapore Airlines Town Office at Menara Kadin, at a lump sum amount of _____ ("the Contract Price") for a contract period of _____ calendar days, in accordance with the Terms and Conditions of Quotation attached hereto.

The Employer and the Contractor shall hereafter be collectively known as the "Parties" and individually known as a "Party".

The Parties hereby agree to be bound by the obligations contained in the Contract, as defined in the Terms and Conditions of Quotation.

For the avoidance of doubt, the Contract shall mean and comprise the following:

- (a) Instructions on the Completion of Tender Submission
- (b) Scope of Works
- (c) Form of Tender
- (d) Articles of Contract (Specimen)
- (e) Conditions of Contract
- (f) Employer's Requirements
 - General Specifications
 - Technical Specifications – Interior Fit-out Works
 - Technical Specifications – Electrical, ACMV & Fire Protection
 - Technical Specifications – IT & Security System
- (g) Landlord's Fit-Out Guidelines and Drawings
- (h) Suppliers' Code of Conduct
- (i) Drawings
- (j) Schedule of Works
- (k) Checklist of Documents To Be Submitted With Quotation
- (l) Interested Party Transaction Declaration by Bidder
- (m) Declaration of Participation by Relative / Associated Companies
- (n) Particulars of Builder
- (o) Schedule of Site Staff
- (p) Non-Disclosure Agreement
- (q) Compliance Table
- (r) The Quotation
- (s) Letter of Acceptance by the Employer to the Contractor
- (t) Form of Contract duly executed
- (u) The Guarantee (Security Deposit) duly executed
- (v) All other information such as Drawings, Photographs, as well as documents to be submitted in this quotation exercise



- (w) Such other letters of documents, including any Invitation to Quote, or Letter of Acceptance, as the parties may agree, in which event such documents shall be initiated or signed on behalf of both parties when attached hereto

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands on the day and the year first above written

For and on behalf of
SINGAPORE AIRLINES LIMITED

Name:

Address:

Designation:

Signature

Company Stamp

in the presence of:-

Name:

Address:

Designation:

Signature

For and on behalf of
"The Contractor"

Name:

Address:

Designation:

Signature

Company Stamp

in the presence of:-

Name:

Address:

Designation:

Signature



APPENDIX TO ARTICLES OF CONTRACT

PARTICULAR INTERPRETATION OF TERMS AND CONDITIONS OF CONTRACT

Type of Contract:	Lump Sum
Contract Period:	Eleven (11) weeks for the fit out works and Four (4) weeks for the reinstatement works from the date of Letter of Acceptance
Liquidated & Ascertain Damages:	IDR 13,000,000 per calendar day of delay
Defects Liability Period:	One (1) year from the Date of Practical Completion
Security Deposit: (Performance Bond)	Five percent (5%) refundable after the expiry of Defects Liability Period and satisfactory rectification of defects list
Insurance:	<ul style="list-style-type: none">(a) Professional Indemnity (no less than SGD 5,000,000, or its equivalent local currency, for any one occurrence and unlimited during the period of insurance)(b) Work Injury Compensation Insurance or Employer's Liability(c) Contractor's All Risks(d) Comprehensive Public Liability (no less than SGD 5,000,000, or its equivalent local currency, for any one occurrence and unlimited during the period of insurance)
Payment:	Within thirty-five (35) days from the date of receipt of invoice
Retention Money:	5% for each running invoice subject to a maximum of 5% of contract value. 50% of the retention sum (i.e. 2.5%) will be payable to the Contractor after the issuance of the Certificate of Practical Completion and the remaining 50% shall be payable after the expiry of the Defects Liability Period and satisfactory rectification of defects list.
Date of Practical Completion:	Date certified by the Superintending Officer