



SECTION 5: CONDITIONS OF CONTRACT

1 CONTRACT DOCUMENTS

1.1 The Contract Documents comprise the following:

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

2 DEFINITIONS

- 2.1 "Contract" shall mean the documents set out in Clause 1 above.
- 2.2 "the Employer" means Singapore Airlines Limited and shall include its assigns and successors in law and its duly authorized representatives.
- 2.3 "Construction Equipment" means all equipment, apparatus and things of whatsoever nature required for the execution and completion of both the Temporary Works and the Permanent Works and the remedying of any defects therein, but do not include Plant, materials, goods or work or other things intended to be part of the Works.
- 2.4 "Contract Sum" means the lump sum set out in the Letter of Acceptance (which shall be deemed to include all price whether specifically stated or otherwise), and shall be fixed subject only to adjustments expressly provided for in the Conditions.



- 2.5 "Contractor" means the person or persons, partnership, firm or company engaged by the Employer and includes the Contractor's legal personal representatives and any person to whom the rights or liabilities of the Contractor have been assigned or transferred with agreement in writing of the Employer.
- 2.6 "Contractor's Proposals" shall include the document called Contractor's Proposals (or any equivalent by any other name) and all Drawings, Specifications, calculations, manuals and other information submitted by the Contractor in response to the Employer's Requirements, including any variations, and/or amendments thereto.
- 2.7 "Defects" means any part of the Works not executed, provided or completed in accordance with the Contract. For the avoidance of doubt and without limiting the generality of the expression the term shall be taken to include any item of plant, material, goods or work incorporated or used in the Works which does not or may not conform to the relevant quality standards or pass the tests prescribed in or to be inferred from the Contract.
- 2.8 "Drawings" means the drawings referred to in the Contract including such drawings which have been prepared by the Contractor and accepted by the Superintending Officer and such other drawings as may from time to time be issued or accepted in writing by the Superintending Officer, and where the context permits, such drawings as may be prepared and submitted by the Contractor in his Quotation or at any time before the commencement of the Works.
- 2.9 "Employer's Requirements" means a) all requirements specifically set out in the Employer's invitation or other document by whatever name or description setting out the design and/or purpose (whether with or without specification or other details) of the Works; b) all requirements not specifically set out in the Quotation or any document, but which shall include such other requirements as a reasonably experienced contractor would consider as being necessary for the satisfactory design and completion of the Works; and c) all requirements not specifically set out in the Quotation or any document, but which shall include such other requirements as a reasonably experienced contractor would consider as being necessary for the purpose and integrity of the Works.
- 2.10 "Letter of Acceptance" means the formal acceptance by the Employer of the Quotation.
- 2.11 "Permanent Works" means the Works of a permanent nature (including Plant) to be designed, executed and completed (including the remedying of any Defects therein) in accordance with the Contract.
- 2.12 "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.
- 2.13 "Quotation" means the Quotation Document duly completed and submitted by the Contractor to the Employer. The Contractor's offer to the Employer to design, execute and complete the Works for a lump sum as accepted by the Letter of Acceptance.
- 2.13.1 "Quotation Document" shall mean and comprise the following:
- (a) Letter inviting Contractor to Quotation
 - (b) Instructions on the Completion of Quotation Submission
 - (c) Scope of Works
 - (d) Terms and Conditions of Quotation and Annex 1 and 2
 - (e) Articles of Contract (Specimen)
 - (f) Conditions of Contract (Specimen)
 - (g) Employer's Requirements
 - General Specifications
 - Technical Specifications – Interior Fit-out Works
 - Technical Specifications – Electrical and Mechanical
 - Technical Specifications – IT
 - Technical Specifications – Security System



- (h) Suppliers' Code of Conduct
- (i) Reference Drawings
- (j) Schedule of Works
- (k) Landlord's Fitting-out Manual
- (l) Checklist of Documents To Be Submitted With Quotation
- (m) Interested Party Transaction Declaration by Bidder
- (n) Declaration of Participation by Relative / Associated Companies
- (o) Particulars of Builder
- (p) Schedule of Site Staff
- (q) Compliance Table

- 2.14 "Site" means the office and other places on, in, under, over or through which the Works are to be executed or carried out or any other lands or places provided by the Employer for the purposes of the Contract.
- 2.15 "Specifications" means specifications contained in the Contract including any modifications or additions thereto as may from time to time be issued or approved in writing by the Superintending Officer, and where the context permits, such specifications as maybe prepared and submitted by the Contractor in his Quotation or at any time before the Contract.
- 2.16 "Superintending Officer" or "SO" means Employer's designated VP Properties, SIA and/or its authorised officer.
- 2.17 "Temporary Works" means all Works of a temporary nature of every kind (other than Construction Equipment) required or provided in or about the design, execution and completion of the Works and the remedying of any Defects therein.
- 2.18 "Variation" means any change in the original contract descriptions to be deduced from the contract documents as a whole describing or defining the Works to be carried out, and in particular shall include, but shall not be limited to:
- (a) The addition of further work, materials or goods;
 - (b) The omission of work, materials or goods;
 - (c) The demolition of or removal of work, materials or goods no longer desired by the Employer or the SO;
 - (d) The substitution of different work, materials or goods;
 - (e) Changes in the type, standard or quality of work, materials or goods; and
 - (f) Changes in the plans, elevations, layout or dimensions of the Works.
- 2.19 "Works" means the Temporary Works and the Permanent Works, including all modified extra or additional Works and obligations to be performed under this Contract as specified in **Section 2 of the Tender**.

3 GENERAL OBLIGATIONS OF THE CONTRACTOR

3.1 Contractor's General Responsibilities

- 3.1.1 The principal task is to provide full design consultancy, project management services and fit-out works for the proposed development. The Contractor shall perform such duties and professional services that are usually or customarily performed by the quantity surveyor, mechanical and electrical engineer, structural engineer and project manager and fit-out Contractor.
- 3.1.2 The Contractor shall, with due care and diligence, design, execute and complete the Works and remedy any Defects to the satisfaction of the Superintending Officer. The Contractor shall provide all superintendence, labor, Plant, Construction Equipment, materials, goods and all other things, whether of a temporary or permanent nature required in and for such design, execution



and completion of the Works and remedying of any Defects. Nothing in this Clause shall affect the Contractor responsibilities under common law to complete the Works.

3.1.3 Without prejudice to the generality of Clause 3.1.2 and to the Contractor's obligations under the Contract,

- a) the Contractor shall be fully responsible for the design of the Works, and shall complete the design in accordance with the Employer's Requirements;
- b) the Contractor shall be fully responsible for the choice of materials, goods, Plants, workmanship to enable the Works to be constructed and completed and/or be fully operational in accordance with the Employer's Requirements;
- c) the Contractor shall be fully responsible for the preparation, development and coordinating of all design Works and construction at all stages of the Works from design stage to completion and use of the Works, including the obtaining of all necessary licenses and approvals as may be required by the authorities or under any enactment, order, ruling or regulation;
- d) the Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of construction, and for the removal, if so required under the Contract or by the Superintending Officer, of all Temporary Works;
- e) The Contractor shall be fully responsible for the adequacy and integrity of the design and the Works, and for the Works being suitable or fit in all respects for the purpose for which the Works are constructed, and in accordance with the Employer's Requirements.

4 EMPLOYMENT OF QUALIFIED PERSONNEL

- 4.1. The Contractor shall engage suitably qualified personnel as required by the relevant applicable laws. All fees, costs and expenses so incurred by the Contractor shall be deemed to be included in the Contract Sum. The Contractor shall submit a list of the qualified personnel to Employer within seven (7) days of receiving the Letter of Acceptance.
- 4.2. No person shall be engaged by the Contractor under Clause 4.1 if the Superintending Officer objects to the engagement of such qualified personnel, in which event, the Contractor shall promptly nominate and engage other suitably qualified personnel.
- 4.3. In addition, the Superintending Officer shall have the authority to object to the continued engagement of any qualified personnel under Clause 4.1 at any time. The Contractor shall, upon receiving notice in writing of such objection, cease to engage or allow the qualified personnel from carrying out any work or undertaking any duties in any capacity with respect to the Contract and shall promptly replace him with other suitably qualified personnel.
- 4.4. Upon the engagement of the qualified personnel under Clauses 4.1, 4.2 and 4.3, the Contractor shall not replace such persons as the qualified personnel without the prior written concurrence of the Superintending Officer.

5 RESPONSIBILITY FOR IDENTIFYING AMBIGUITIES, DISCREPANCIES, ETC

- 5.1 The Contractor shall forthwith notify the Superintending Officer in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the Contract Documents as set out in Clause 1 above that may at any time be found. The Superintending Officer insofar as it may affect the execution or completion of the Works shall then explain and adjust it and may issue to the Contractor an instruction so as to resolve the ambiguity, discrepancy, conflict, inconsistency or omission.



5.2 Nothing in Clause 5.1 or the Contract shall entitle the Contractor to an extension of time or loss and expense or any other compensation or remedy whatsoever (whether pursuant to the Contract or as damages or otherwise in law) for any ambiguity, discrepancy, conflict, inconsistency or omission in any of the documents which could have been found prior to the date of the Letter of Acceptance and the Contractor shall be deemed to have notice of such ambiguity, discrepancy, conflict, inconsistency, or omission and to have entered into the Contract with full knowledge of it and of any resolution of it.

5.3 For the avoidance of doubt, any ambiguities, discrepancies, conflict, inconsistencies or omissions in the Contractor's Proposals shall be resolved at the Contractor's own expense.

6 DESIGN, SPECIFICATIONS AND OTHER INFORMATION

6.1 The Contractor shall design and provide all necessary specification for the Works in accordance with the site plans and requirements of the Employer. Any design detail, plan, drawing, specification, note, annotation and information required shall be provided by the Contractor in such sufficient format, detail, extent size and scale and within such time as may reasonably be required to ensure effective execution of the Works and/or as otherwise required by the Superintending Officer.

7 PRIOR WRITTEN ACCEPTANCE

7.1 The Contractor shall not make any material deviation, alteration, addition and/or omission from the accepted design without the prior acceptance in writing by the Superintending Officer. Any acceptance or approval by the Superintending Officer of such submission shall not relieve or in any way limit the responsibility of the Contractor under the Contract.

8 WORKS DESIGNED BY THE CONTRACTOR

8.1 Contractor's Warranty Of Design

- a) The Contractor shall be fully responsible for the suitability, adequacy, integrity, durability and practicality of their proposals.
- b) The Contractor warrants, absolutely and independent of fault, that the Contractor's Proposals meet the Employer's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Employer's Requirements or any part thereof, the Contractor's Proposals shall take into account, address or otherwise rectify such inadequacy, insufficiency, impracticality or unsuitability.
- c) The Contractor shall indemnify the Employer against any damage, expense, liability, loss or claim which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause and under common law.
- d) The Contractor further accepts and is deemed to have checked and accepted full responsibility for the Contractor's Proposal, and warrants, absolutely and independent of fault, that the same meets the Employer's Requirements:
 - i) notwithstanding that such design may be or may have been prepared, developed or issued by Employer, any of the Contractor's Contractors, his sub-contractors and/or his qualified professionals/persons or caused to be prepared, developed or issued by others;



- ii) notwithstanding any warranties, guarantees and/or indemnities that may be or may have been submitted by any other person; and
- iii) notwithstanding that the same may have been accepted by the Superintending Officer.
- e) The Contractor shall be fully responsible for the choice of Plant, materials, goods, workmanship, preparing, developing and coordinating all design works to enable that part of the Works to be constructed and/or be fully operational in accordance with the Contract requirements (including but not limited to the securing of all approvals that may be required by the authorities or under any enactment, order ruling or regulation).

8.2 Submission Of Documents Prior To Commencement

The Contractor shall not proceed with the execution of any part of the Permanent Works until he has submitted to the Superintending Officer such Drawings, Specifications, manuals, calculations and other information as shall be necessary to demonstrate the suitability, adequacy, integrity, durability and practicality of such design and the Superintending Officer has issued his acceptance in writing of such design. Acceptance by the Superintending Officer of such submission shall not relieve or in any way limit the responsibility of the Contractor under this Contract.

8.3 Submission Of Documents After Completion

On the date of Practical Completion, the Contractor shall submit for the acceptance of the Superintending Officer the operation and maintenance manuals together with the Drawings of the Permanent Works designed by the Contractor as completed in sufficient detail to enable Employer to operate, maintain, dismantle, reassemble and adjust the Permanent Works incorporating such design.

8.4 Amendment And Modification Of Accepted Design

The Superintending Officer may instruct the Contractor at any time, before, during or after the execution or completion of the Works to amend or modify the design provided by the Contractor in respect of any deficiency of any kind or nature discovered by the Superintending Officer and to carry out such work as is necessary to give effect to such amended or modified design in accordance with the Superintending Officer's instruction. All work necessary (including re-design work) or variations required as a result of such an instruction and their costs shall be the entire responsibility of and shall be borne by the Contractor.

9 LOCAL AND OTHER AUTHORITIES' NOTICES AND FEES

- 9.1 The Contractor shall comply with and give notices required by any written law, regulations and by-laws of any local authority and/or any public service company or authority relating to the Works or with whose systems the same are or will be connected. The Contractor shall pay and indemnify the Employer against any fees or charges imposed by law, regulation or by-law, or by any public authority or public service company in respect of the Works.

10 QUALITY OF WORK

10.1 Plant, Materials, Goods And Workmanship



- a) All Plant, materials, and goods shall be of best quality and adhere the specifications described in the Contract, be suitable and fit for the purpose for which they are required under the Contract and in accordance with the instructions of the Superintending Officer and shall in all cases conform with any contractual description or specification contained in the Contract.
- b) All workmanship shall be of a professional standard and without prejudice to the aforesaid, adhere to the standards referred to in the Contract and be in accordance with the instructions of the Superintending Officer.
- c) All Works shall be carried out in a good and workmanlike manner.
- d) All Plant, materials, goods, workmanship and Works shall be subject (from time to time) to such tests as the Superintending Officer may by instruction require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.
- e) No manufactured Plant, goods or equipment shall be modified or varied in any way unless:
 - i) such modifications will not affect the manufacturer's warranty given; and
 - ii) the Contractor obtains the approval in writing of the Superintending Officer for the carrying out of such modifications.
- f) The Contractor must ensure that the materials used and qualities of the work area of approved standards as provided in the Works Specifications. The Superintending Officer reserves the right to reject any inferior materials due to poor workmanship.

10.2 Contractor To Provide Everything Necessary For Testing

The Contractor shall provide everything necessary as are required for examining, measuring and testing any Plant, materials goods or workmanship and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Superintending Officer. The cost of performing any required test shall be borne by the Contractor.

10.3 Cost Of Samples

Save as otherwise expressly provided in the Contract, any required samples shall be supplied by the Contractor at his own cost.

10.4 Defects During The Progress Of The Works

If the Superintending Officer during the progress of the Works finds any Defects, he may instruct the Contractor in writing to do any or all of the following:

- a) To demolish and reconstruct any part of the Work so that it is in accordance with the specifications in the Contract.
- b) To remove from or not to bring to the Site any materials or goods which in the opinion of the Superintending Officer are or may not be in accordance with the specifications in the Contract and to replace such materials or goods with materials or goods which are in accordance with the specifications in the Contract.
- c) To remove from the Site any Plant which in the opinion of the Superintending Officer is not or may not be in accordance with the Contract and to provide Plant which is in accordance with the Contract new or alternative or repaired.

The Superintending Officer's instruction may specify the time or times within which the Contractor is to comply with the instruction.

10.5 Default Of Contractor In Compliance



If the Contractor should fail or refuse to comply with an instruction of the Superintending Officer pursuant to Clause 10.4, the Employer shall be entitled without prejudice to any other rights and remedies to employ and pay others to carry out the subject-matter of the instruction and the amount of any loss, expense, costs or damages suffered or incurred by the Employer shall be recoverable from the Contractor.

11 SCREENS

- 11.1 The Contractor shall erect proper screens to prevent dust and dirt from entering the office area demarcated on the plans, to the satisfaction of the Superintending Officer.
- 11.2 Adequate warning signs, to the satisfaction of the Superintending Officer, shall be put up by the Contractor around the working area to keep non-workman out of the area.

12 SERVICE OF NOTICES

- 12.1 Within seven (7) days of the signing of the Contract, the Contractor shall, by notification in writing to the Superintending Officer, give the name and address of the person who is competent and 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 Employer as authorised to accept service on behalf of the Contractor, being hereinafter referred to as "the Contractor's Representative".
- 12.2 The Contractor's Representative shall be constantly on the Site during normal working hours and shall devote all his time to the supervision of the Works including the remedying of any Defects after the date of Practical Completion. Any instructions given to him by the Superintending Officer shall be deemed to have been given to the Contractor.
- 12.3 The Superintending Officer shall be empowered to object to the appointment or employment or continued employment of any person appointed or employed as the Contractor's Representative and upon receipt from the Superintending Officer of a notice of objection in writing, the Contractor shall forthwith remove him from the Site and propose an alternative for the Employer's approval.
- 12.4 Each notice or demand to be given or made under this Contract shall be in writing, either by email or post sent to the relevant Party at its address (or such other address as the addressee has by five (5) days' prior notice specified to the sending Party in accordance with this Clause 12.4:-

To the Employer:

Singapore Airlines Limited
**Level 8, Menara Kadin Indonesia,
Jalan H.R. Rasuna Said Block X-5, Kav 2 dan 3,
Jakarta 12950, Indonesia.**

Attention: Mr Edwin Chiang, General Manager Indonesia

To the Contractor:-

Attention: _____



- 12.5 Any notice to be given to the Contractor under the terms of the Contract shall 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
- 12.6 Any notice to be given to the Superintending Officer under the terms of the Contract shall be served by sending the same by registered post to or leaving the same with acknowledged receipt at the office of the Employer.
- 12.7 All consents, approvals, authorisations and agreements referred to in or required to be obtained under this Contract shall be in writing in order to be effective.

13 SECURITY DEPOSIT

- 13.1 The successful Contractor shall pay a deposit in Indonesian Rupiah ("IDR") equivalent to five percent (5%) of the value of the Contract Price as security for the Contractor's faithful performance of the Works (the "Security Deposit"). If the total value of the Works is increased in the manner permitted by the Contract, then the Security Deposit shall be increased proportionately. The amount shall be paid by a crossed cheque (for local contractors/suppliers) in favour of "Singapore Airlines Limited". Alternatively, the Employer may, in its sole discretion, accept a banker's guarantee which undertakes to meet all claims during the Contract Period, in the Employer's standard format (as attached in Annex 2), duly stamped, if required by law, and from a banking institution acceptable to the Employer (bank must have a minimum credit rating of "A" per Moody's rating).
- 13.2 The Security Deposit shall be retained for the duration of the Contract and shall be refunded in IDR to the successful Contractor by way of a cheque drawn on a bank in Indonesia or by way of return of the banker's guarantee, as the case may be, after the deduction of any outstanding charges after Defects Liability Period subject to:
- a) The Employer's acceptance of the Works; and
 - b) Upon satisfactory completion of the Works in the Defects list.
- 13.3 The Employer may utilize and make payment out of or deductions from the Security Deposit in accordance with the Contract. The Security Deposit shall also be held as security deposit against any breakage or other damage to The Employer property caused by the Contractor, its servants, agents or employees howsoever caused due to or in the course of carrying out by the Contractor of the Works hereunder.
- 13.4 No interest will be paid on the deposit and any gain or loss resulting from currency exchange will be borne by the successful Contractor.
- 13.5 The Banker's Guarantee or Security Deposit, as the case may be, will be released to the Contractor after the Defects Liability Period and upon satisfactory completion of the works in the defects list.

14 RELEASE OF SECURITY DEPOSIT

- 14.1 The one (1) year Defects Liability Period will commence on the date of certified practical completion.
- 14.2 The Security Deposit, if applicable, will be released to the Contractor in accordance with clause 13.2.

**15 SAFETY REQUIREMENTS**

- 15.1 The Contractor shall conform to and meet all the requirements of the local statutory regulations and requirements imposed by the landlord/airport authority. The Contractor shall at all times observe and comply with all prevailing laws and regulations relating to workplace safety now and thereafter in force and shall bear all casts connected with the compliance of the same.
- 15.2 The Contractor shall take all safety precautions so as to avoid exposing its workmen, the Employer's staff, visitors, the general public and property of others to any form of danger or damage from the Works.

16 MATERIALS

- 16.1 All materials used shall be new and meet the requirements specified in the Specifications.
- 16.2 Samples and mock-up shall be supplied free of charge by the Contractor for approval before being built or incorporated into the Works.
- 16.3 All materials shall be transported, handled and properly stored on site in such a manner as to minimise and prevent damage, deterioration or contamination etc.
- 16.4 All material that is old, deteriorated, damaged, contaminated or not equivalent to the specification shall be replaced at the Contractor's own expense.
- 16.5 The Contractor shall place his order for all materials at the earliest possible date after the award of the Contract and shall be held responsible for any delay occasioned by his failure to do so.
- 16.6 When required by local statutory authorities, the contractor shall ensure that the material proposed for the Works shall be approved and comply with the local building statutory authorities and the airport authorities' requirements and specifications, where applicable.

17 CONTRACTOR TO VISIT SITE

- 17.1 The Contractor shall visit and examine the Site and satisfy himself as to the local conditions, the accessibility of the Site, the full extent and character of the operation, the supply and conditions effecting labour and materials, transportation of labour, materials, Plant, etc. and the general execution of the Contract as no claim on the grounds of the lack of knowledge in such respects will be entertained. Any neglect or failure whatsoever on the part of the Contractor to obtain any necessary and reliable information shall not relieve him from any risks or liabilities for the completion of the Contract. The Employer shall not be liable for any damages whatsoever for any inaccuracy whatsoever on Site information.

18 EMPLOYEES

- 18.1 The Contractor will take all reasonable precautions to ensure that all persons employed by him are suitably qualified, efficient, sober and honest. The Contractor will remove and replace any employee or worker who in Employer's opinion is incompetent or otherwise unsuitable for the job, immediately upon notification by Employer.
- 18.2 All employees and workers of the Contractor shall be in uniform bearing the Contractor's name and logo.



19 SECURITY PASS

- 19.1 The Contractor shall be responsible for all cost and application of such passes as may be required by the landlord.

20 DAYS AND HOURS OF WORKING

20.1 Working Hours

Working hours shall be in accordance with the periods agreed by the landlord and Employer with reference to the landlord's fit-out guidelines. Works that generate high noise level or odour emissions shall be carried out after-office hours, unless otherwise permitted by the Landlord.

20.2 Overtime

All overtime costs including working on Saturday and Sunday will be deemed to be included in the Contract Sum.

21 POSSESSION OF SITE

- 21.1 Possession of Site will be given to the Contractor, after the Employer takes over the site from the landlord. The Works shall then be carried out with due diligence and expedition to complete the work within the time agreed upon.

22 CERTIFICATION AND AUTHORITY APPROVALS

- 22.1 Where necessary, the Contractor shall arrange for the certification of the completed Works by authorised building certifiers and subsequently facilitate in obtaining relevant approvals for the completed Works from the statutory authorities and airport authorities. The Contractor shall be deemed to have included all costs associated in the appointment of the building certifiers, drawing charges pertinent to the submission and correspondence with the Authorities in the Contract Sum.

23 PRACTICAL COMPLETION

- 23.1 The Superintending Officer shall certify the date of practical completion when in his opinion the Works have been practically completed and the Contractor's obligations have been discharged ("**Practical Completion**").
- 23.2 The Contractor shall give the Superintending Officer at least ten (10) business days written notice of the date upon which the Contractor anticipates that Practical Completion will be reached.
- 23.3 When the Contractor is of the opinion that Practical Completion has been reached, the Contractor shall, in writing, request the Superintending Officer to issue a certificate of Practical Completion. Within ten (10) business days after receiving the request, the Superintending Officer shall give the Contractor and the Employer either a certificate of Practical Completion evidencing the date of Practical Completion or written reasons for not doing so.
- 23.4 If the Superintending Officer is of the opinion that Practical Completion has been reached, the Superintendent may issue a certificate of Practical Completion even though no request has been made.



- 23.5 A certificate of Practical Completion shall not constitute approval by the Employer of the Contractor's performance of its Contract obligations, be taken as an admission or evidence that the Works or a separable portion complies with the Contract or prejudice any rights or powers of the Employer or the Superintending Officer.
- 23.6 Upon the issue of a certificate of Practical Completion the Contractor shall:
- (a) hand over the Works or the separable portion to the Employer; and
 - (b) correct all minor defects referred to in paragraph (a) of the definition of Practical Completion as soon as possible after the date of completion.

24 DELAY AND EXTENSION OF TIME/COMPLETION

- 24.1 The Superintending Officer will determine the length of any extension of time to complete any extra or additional works requested by the Employer.
- 24.2 If the Contractor is delayed at any time in progress of the Works by an act or neglect of the Superintending Officer, employees and/or by changes ordered in the Works, Force Majeure, or other causes beyond the Contractor's control, the Contractor shall, within fourteen (14) days of its knowledge of the delay or potential delay, notify the Superintending Officer in writing of the event or cause of delay which the Contractor considers would entitle him to an extension of time, together with sufficient explanation of the reasons why delay to completion will result. Upon receipt of such notification from the Contractor, the Superintending Officer shall inform the Contractor whether or not he considers the event or cause of delay in principle entitles the Contractor to an extension of time.
- 24.3 If the extension of time is granted by the Superintending Officer, the Contract Period shall be extended by change order for such time as the Employer may reasonably determine. Any extension of the Contract period, as provided in this sub-clause, shall produce a corresponding extension of the Contract Period.
- 24.4 Any request for extension of time shall be made in accordance with applicable provisions to the Superintending Officer, however it does not preclude recovery of damages for delay by either party under the provisions of the Contract.
- 24.5 The Superintending Officer shall certify the date of completion when in his opinion the Works have been practically completed.

25 LIQUIDATED DAMAGES

- 25.1 The Works shall be completed within the specified Contract Period. If the Contractor fails to complete the Works by the Contract Period, it shall pay the Employer liquidated damages at **IDR 13,000,000** per calendar day of delay for the period during which the Works shall so remain incomplete.
- 25.2 Such payment will be without prejudice to any other rights or remedies that the Employer may have hereunder or at law including the right to terminate the contract immediately by giving written notice to the Contractor.
- 25.3 Notwithstanding any other provision to the contrary contained in the Contract, the Employer may, at any time and from time to time, without notice to the Contractor, set off and deduct from any and all amounts payable to the Contractor (whether under the Contract or any other agreements), any and all sums that may be due and owing by the Contractor to the Employer, or



its related or associated companies (including without limitation, any liquidated damages payable under any of the clauses of the Contract, or any amounts previously overpaid to the Contractor).

26 DEFECTS LIABILITY PERIOD

- 26.1 A one (1) year defect liability period shall commence from the date of Practical Completion of the Works (the “**Defects Liability Period**”).
- 26.2 Any Defects or faults which appear during the Defects Liability Period and are due to materials or workmanship not in accordance with the Contract shall be made good by the Contractor entirely at his own cost and within the period instructed by the Superintending Officer.
- 26.3 The Contractor shall carry out rectification at times and in a manner causing as little inconvenience to the occupants or users of the Works as is reasonably possible.
- 26.4 As soon as possible after the date of Practical Completion, the Contractor shall rectify all Defects existing at the date of Practical Completion.
- 26.5 During the Defect Liability Period, the Superintending Officer may give the Contractor a direction to rectify a Defect which:
- (a) shall identify the Defect and the date for completion of its rectification; and
 - (b) may state a date for commencement of the rectification,

If a Defect is rectified during the Defects Liability Period there shall be a separate defects liability period relating to the rectification of each defect (not exceeding that in Clause 26.1, commencing on the date the rectification of each defect is completed and governed by this clause).

If the rectification is not commenced or completed by the stated dates, the Employer may have the rectification carried out by others but without prejudice to any other rights and remedies the Employer may have. The cost thereby incurred by the Employer shall be certified by the Superintending Officer and be a debt due and payable by the Contractor to the Employer.

- 26.6 Replacement parts shall be delivered and repairs shall be made promptly upon notice of failure under normal and proper use and maintenance. All costs of replacement and repair shall be borne by the Contractor.
- 26.7 The Superintending Officer shall certify the date when in his opinion the Contractor's obligations under this clause has been discharged.

27 WATER AND ELECTRICITY SUPPLY FOR THE WORK

- 27.1 Water and normal electricity supply required for the Works shall be provided free-of-charge by the Employer.
- 27.2 The Contractor shall not waste water by indiscriminate use and shall ensure that wastage does not occur due to leaking taps/hoses.
- 27.3 Where electricity is available in a building, it may be used by the Contractor, provided the Contractor complies with all relevant electrical regulations and any special instructions of the Superintending Officer.



- 27.4 In the event where the provisions of water and/or electricity are not available within the Site, the Contractor shall be required to source for these provisions at its own cost and time. No claims whatsoever arising from this shall be entertained by the Employer.

28 TERMINATION OF CONTRACT

- 28.1 The Employer may terminate the Agreement by giving the Contractor no less than three (3) months' notice in writing. The Contractor shall, however, be bound to carry out the Works until the expiry of the notice. All orders received during the notice period must be completed by the successful Contractor in accordance with provisions of the Contract.

- 28.2 Notwithstanding clause 28.1 and without prejudice to any other provision of this Contract and the Employer's rights under general law, the Employer may, at its absolute discretion, terminate this Contract, if the Contractor defaults in the performance of any of the terms and provisions of this Contract or fails to perform all or any of the Works to the Employer's reasonable satisfaction, and such default or failure is not remedied to the Employer's satisfaction within thirty (30) days after notice of such default or failure has been given by the Employer to the Contractor.

- 28.3 Notwithstanding clause 28.1, the Employer may also terminate the Agreement by giving the Contractor a notice period of one (1) month if the Employer has reason to believe that the Contractor has employed, or intends to employ, any employee/ex-employee of the Employer, which may result in a potential conflict of interest

- 28.4 The termination of this Contract pursuant to this Clause 28 or otherwise shall be without prejudice to any antecedent rights and liabilities, which have already accrued to either of the Parties prior to such termination.

- 28.5 Upon termination of this Contract under any Clause of this Contract, the Contractor shall not be entitled to any compensation as a result of such termination, and shall indemnify the Employer from and against all loss, damage, costs and expenses that the Employer may suffer or incur arising as a result of breach by the Contractor of any of the provisions of this Contract and the termination of this Contract following from such breach (including without limitation the difference in cost in consulting fees to the Employer to appoint a replacement Contractor of comparable standard, to take over the remaining duties and scope of work of the Contractor until the completion of the Works).

- 28.6 Notwithstanding any provision herein contained, the Employer may deduct and/or set off any amounts due from the Contractor, whether in respect of costs, expenses, damages, losses or claims or otherwise, from any fees or other sums due or payable to the Contractor under this Contract or otherwise.

28.7 Default

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

- a) without reasonable cause wholly or partly suspends work on any or all works orders issued by the Employer or Superintending Officer not completed
- b) fails to proceed with Works with reasonable diligence
- c) refuses or to a substantial degree persistently neglects after notice in writing from the Superintending Officer to remove defective work or improper materials

then, if any such default continues for seven (7) days after a notice sent by registered post to the Contractor from the Superintending Officer specifying the same, the Superintending Officer may

(without prejudice to any other rights herein contained) thereupon by notice sent by registered post terminate this Contract with immediate effect.

28.8 Bankruptcy or Assignment



Notwithstanding with Clause 28.1, if

- a) the Contractor is adjudicated bankrupt; or
- b) the Contractor becomes insolvent or compound with or makes any assignment for the benefit of the creditors; or
- c) a petition is presented or a resolution is passed for the liquidation or administration or dissolution of the Contractor; or
- d) a receiver and/or manager is appointed in respect of the Contractor or its assets or income; or
- c) the Contractor assigns of the Contract or sub-contract all or any portion of the Works without the prior written permission of the Employer.

then, and in any such event, the Employer may without prejudice to any other rights herein contained terminate this Contract with immediate effect by a notice sent by registered post to the Contractor.

28.9 Gifts, Inducements and Rewards

The Employer may terminate this Contract and the Contractor will reimburse the Employer the amount of any loss any such termination if the Contractor offers or gives or agrees to give any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne any action in relation to the obtaining or execution of this Contract with the Employer, or for showing or forbearing to show favour to disavour to any person in relation to this Contract or another contract with the Employer, or if the acts are done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to this Contract or any other contract with the Employer the Contractor or any person employed by it or acting on its behalf commits any offence under the local Prevention of Corruption Act or abets or attempts to commit such an offence or gives any fee or reward to the receipt of which is an offence under the said Acts.

28.10 If any of the above cases occur, the following will apply, namely:-

- a) All work orders which have been issued to the Contractor and which have not been completed may be carried out and completed by the Employer. The Employer may employ 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 the materials, temporary building, plant and appliances therein, and may purchase all materials necessary for the purpose aforesaid;
- b) The Contractor shall, if so required, assign to the Employer without further payment the benefit of any contract of materials and/or Works intended for use under this Contract or for the execution of any Works and the Employer shall pay the agreed price (if unpaid) for such materials or Works supplied or executed after the determination.
- c) The Contractor shall during the execution or after completion of the Works under this Clause as and when required remove from the Site its temporary buildings, Plant, appliances and any materials within such reasonable time as the Employer may specify in a written notice to it and in default the Employer may (without being responsible for any loss or damage) remove and sell the same, holding the proceeds less all cost incurred to the credit of the Contractor.
- d) Until completion of the Works under this clause no payment will be made to the Contractor under this Contract provided that, upon completion as aforesaid and the verification within a reasonable time of the accounts thereafter, the Employer shall certify the amount of expenses properly incurred by the Employer 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 the due completion the difference will be a debt payable to the Employer by the Contractor, and if the said amount added to the said money be less than the said total amount the difference shall be debt payable by the Employer to the Contractor.



- e) If the Employer completes the Works, allowance will be made, when ascertaining the amount to be certified as expenses properly incurred by the Employer for the cost of supervision, interest and depreciation on plant and all other overhead charges and profit, as would be incurred were the Works carried out by the Contractor.

29 REMOVAL OF PROPERTY

- 29.1 Except for debris, the Contractor shall not remove any property, including discarded and unused items, from the Site without written authorization from the Employer.
- 29.2 To remove items from the Site, the Contractor shall submit a copy of the removal authorization form (which it must prepare in triplicate) signed by the Superintending Officer of the Employer. Any cost for removal shall be borne by the Contractor.
- 29.3 Any unauthorized removal of items, whether discarded or not, may be referred to the Police, in addition to the exercise of other rights of the Employer in such a situation.
- 29.4 The Contractor shall ensure that no item is removed by any of its employees from the Employer's premises. If any of the Contractor's employees is found in possession of any item belonging to the Employer, regardless of how the said item has come into his/her possession, the Contractor shall ensure that the item is return to the Employer in the same condition it was found on the premises or pay the Employer the market value of the item. The said sum shall be deducted from the Contractor's monthly invoices.

30 CLEANING OF SITE

- 30.1 The Contractor shall remove debris regularly from the Site and shall leave the Site clean of debris upon completion of Works or when directed by the Superintending Officer.

31 EMPLOYMENT OF ILLEGAL FOREIGN WORKERS

- 31.1 The Contractor undertakes that it shall (whether by itself or by its servants, agents, employees) ensure that no illegal foreign workers are employed by it or any of its sub-contractors in the execution of any part of the Works performed for the Employer under this Contract.
- 31.2 "Illegal foreign worker" means a foreign worker who:
 - a) has not lawfully entered or remained in the country, in contravention of any local immigration and employment laws; or
 - b) is employed without a valid work permit, in contravention of the local employment and labour laws.
- 31.3 If any illegal foreign worker is found to be so employed by the Contractor or any of its employees, the Employer may, without prejudice to its rights under any contract with the Contractor, withhold any payment due to the Contractor for a period of two (2) months and the Employer shall not be liable for any loss or damages suffered by the Contractor as a result of any payment so withheld.
- 31.4 Further, the Contractor shall indemnify the Employer against any costs and/or expenses, including legal expenses, which the Employer may incur as a result of the Contractor's employment of illegal foreign workers. The Employer may also take such other measures, including but not limited to, forfeiture of the Contractor's security deposit and/or debarring the Contractor from participating in future tender exercises.
- 31.5 The Contractor shall submit updated and (where relevant) duly-certified copies of the following documents to the Employer weekly for its inspection and record:



- a) Personal particulars (including name, address, nationality, passport number and work permit number) of all workers employed by the Contractor or its employees in the execution of any part of the Works performed for the Employer under this Contract, regardless of their length of employment.
 - b) The work permits of these workers.
 - c) The passports, entry permits and re-entry permits of these workers showing that they have lawfully entered and remained in the country.
- 31.6 The Employer may conduct random on-site checks on the workers employed by the Contractor or any of its employees for the purpose of verifying that the Contractor has complied with the undertakings under this Clause 31, and the Contractor shall provide all the necessary assistance and facilities in order for the Employer to perform these checks.

32 CONTRACTOR'S REPRESENTATIVE

- 32.1 The Contractor shall at all reasonable times during the Contract Period keep on Site a person in charge without additional cost to Employer, who can act as liaison with the Superintending Officer and Employer's employees and agents authorised to act on behalf of Employer in relation to the Works, and who can supervise and give instructions to the Contractor's workmen.

33 EXTENT AND PRECEDENCE OF CONTRACT DOCUMENTS

- 33.1 This Contract sets out the entire Contract between the parties hereto and supersedes all prior oral and written agreements and statements between the parties hereto with respect to the subject matter hereof. No amendments, modifications or releases from any provision hereof shall be effective unless in writing and in accordance with the provisions contained herein. The following documents shall have precedence in the following order:

- Form of Quotation
- Conditions of Contract
- Preliminaries
- Drawings
- Technical Specifications
- Bill of Quantities

34 VARIATIONS

- 34.1 The Contract Sum will remain fixed and only adjusted in accordance with the terms herein for the whole period of this Contract.
- 34.2 If, consequent upon any changes to the Works, the costs incurred by the Contractor in carrying out the variation works are varied then the Contract Sum will be adjusted accordingly, but only with the written agreement of the Employer
- 34.3 The Employer may at any time during the progress of the Works, by order in writing, make or cause to be made any variation by way of adding or omitting or otherwise deviating therefrom, and the Works shall be executed according to the said variations under the Employer's direction and satisfaction, and any Works or materials which have been ordered not to be done or used shall be omitted or shall not be used by the Contractor.

35 PAYMENT FOR VARIATIONS, FINAL MEASUREMENT

- 35.1 No variation shall vitiate the Contract.



- 35.2 When work comprising a variation order is completed the Contractor shall inform the Superintending Officer who will check the work as detailed therein on the Site in the presence of the Contractor if he so desires, and any addition, alteration or omission from the variation order shall be agreed and valued in accordance with the priced Schedule of Works or as agreed before commencement of the relevant Works.
- 35.3 The said rates in the priced Schedule of Works or rates derived from above in so far as it is agreeable with the Contractor will also determine the valuation of items omitted.
- 35.4 No claim for additions to the Works shall be considered unless authorised in writing by the Superintending Officer prior to the execution of the additional Works. Should any additional work be instructed verbally or be required owing to any unforeseen reasons during the Contract Period, the Contractor shall immediately forward a statement of claim for the additional work to the SO to enable the Employer to investigate and approve the additional work. All such claims shall be accompanied by full particulars and supporting documents, with reference to any applicable provisions under the Contract.
- 35.5 If, consequent upon any agreed changes to the **Scope of Work**, the costs incurred by the Contractor in carrying out the Works are verified by the Employer, any adjustment to the Contract Sum shall be discussed and agreed between the Contractor and the Employer before the additional Works commence.
- 35.6 Any changes to the amount in respect of variations shall be added to or deducted from the Contract Sum as the case may be.
- 35.7 It is understood that no account will be taken by the Employer of any amount by which any cost incurred by the Contractor will have been increased whether by reasons of the making after the date of his quotation in the Republic of Singapore or elsewhere of any law or any order, regulation or bye-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 cost ruling at the date of his tender.
- 35.8 Unless otherwise stated in the priced Schedule of Works herein all Works will be measured and billed to the nearest two decimal points.
- 35.9 Variations unless previously or otherwise agreed will be made in accordance with the following rules:
- (a) The rates in the Schedule of Works after adjustment if necessary, as provided hereof, will determine the valuation of extra work of similar character executed under similar conditions as work priced therein.
 - (b) The said rates, where extra works are not of a similar character or executed under similar conditions as aforesaid will be the basis of rates for the same so far as may be reasonable; failing which, a fair valuation thereof will be made based upon rates for similar work in the locality current at the time the extra works are executed.
 - (c) Save that it is impossible to rely upon the foregoing basis, that is, where extra work cannot properly be measured or valued, the Contractor shall be allowed day-work prices which will include for the use of all ordinary plant, tools, scaffolding, supervision and profit, provided that vouchers specifying the time and materials employed will have been delivered for verification to the Superintending Officer at or before the end of the week following that in which the work will have been done. Day-work prices for the purposes of this Contract shall be held to include all expenses to cover transport, scaffolding, supervision, overhead, insurance, use of tools, ordinary expenses and profit for the work concerned and the Contractor will, if required by the Superintending Officer, produce his receipt bills and wage books in support thereof.
- 35.10 Variation where work cannot properly be measured or valued will be made in accordance with the following rules:-
- (a) WORKS BY SPECIALIST OR OTHER THIRD PARTY



- (i) Works by specialist or other third party where similar items or rates are not available from other sections of the priced Schedule of Works herein contained, shall be charged (invoices to be produced) at the actual cost to the Contractor plus 10% (which will include preparation of documents for quotation/tender exercises, evaluation, supervision, fees for engagement of consultant (to be approved by Superintending Officer) etc.
 - (ii) The Employer reserves the right to instruct the Contractor to engage a competent qualified personnel / licensed Engineer (to be approved by the Superintending Officer) to design, supervise, liaise with the Contractor and certify all necessary documents on the works done by any third party.
 - (b) MATERIALS (Purchase ONLY Without Installation)
 - (i) Materials (purchase only without installation) not listed in the priced Schedule of Works shall be charged (invoices to be produced) at the actual cost to the Contractor plus five percent (5%), which will include transport, delivery, preliminaries and attendance charges and preparation of documents for quotation exercise/evaluation, if any. The rate of 5% will be applicable for the first USD 5,000, whilst 2.5% is applicable for any amount above USD 5,000. The cost of such purchases must first be approved by the SO before the purchases are made. Labour for installation, if any, will be charged in accordance with the Schedule of Works. This clause is NOT applicable for purchase of spare parts.
- 35.11 Variations where work cannot properly be measured or valued will be made in accordance to the following rules (all costs must be approved by the Employer before any purchases are made):
- (a) Materials not listed in the priced Schedule of Works will be charged (invoices to be produced) at the actual prime cost to the Contractor of his material.
 - (b) Works by specialist sub-contractor or supplier where similar items or rates are not available from other sections of the Schedule of Works herein contained, will be charged (invoices to be produced) at the actual cost to the Contractor.
 - (c) Materials (purchase only without installation) not listed in the Schedule of Works will be charged (invoices to be produced) at the actual cost to the Contractor.
- 35.12 The Contractor shall provide the Superintending Officer such quotations, invoices and bills, as may be necessary to evidence the actual details of the sums paid by the Contractor.
- 35.13 If so directed, the Contractor shall obtain and submit to the Superintending Officer for approval and before acceptance, competitive quotations for any materials order to be supplied for day-works.

36 INDEMNITY

- 36.1 The successful Contractor hereby agrees to defend, indemnify and hold harmless the Employer and each of their respective directors, officers, employees, agents, and affiliates and any person or entity directly or indirectly employed by any of them (collectively, the "Indemnified Parties," and individually, an "Indemnified Party") from and against all liabilities, losses, claims, damages, settlement costs, demands, fines, civil penalties, judgments, and expenses (including, but not limited to, interest, court costs and attorneys' fees) (collectively, "Losses") which in any way arise out of or result from any act(s) or omission(s) or default or neglect or misconduct by Contractor or by Contractor's directors, officers, employees, agents, affiliates or any person or entity directly or indirectly employed by Contractor, or death of or injury to any person or the damage, loss or destruction of any property including but not limited to property belonging to the Employer and/or any of the Indemnified Parties, or for whose acts Contractor may be liable, in the performance or non-performance of Contractor's obligations under the Contract.



37 LIABILITY FOR DAMAGES

- 37.1 The successful Contractor shall be liable for damages of any kind whatsoever suffered by any person and/or property of the Employer, its servants or agents or third parties, during and as a result of any service to be performed in the premises or offices of the Employer caused by the successful Contractor's employees, agents, servants or their representatives.
- 37.2 Unless to the extent caused by the Employer's gross negligence or wilful misconduct, the Employer will not be liable to the Contractor, its affiliates, directors, employees, servants and agents, for any and all claims, damages, losses, expenses, costs, disbursements, howsoever arising.
- 37.3 Neither the Employer nor Contractor shall be liable for any default or delay in the performance of its obligations under the Contract:
- (i) if and to the extent the default or delay is caused, directly or indirectly, by fire, flood, elements of nature, acts of God, health epidemics declared by the World Health Organisation, acts of war, terrorism or civil unrest, industrial action in any form (except industrial action by employees of either the Employer or the Contractor) in the country in which such obligations are being performed or any other similar events beyond the reasonable control of the Employer or the Contractor ("Force Majeure Event"); and
 - (ii) provided the Party affected by the Force Majeure Event is without fault and the default or delay could not have been prevented by reasonable precautions.

In such event, the party affected by the Force Majeure Event is excused from further performance for as long as such circumstances prevail.

- 37.4 A person who is not a party to the contract has no right under the contract (Rights of Third Parties) Act (Cap 53B) to enforce or enjoy the benefit of the Contract.
- 37.5 In the interpretation of the contract, no rule of construction will apply to the disadvantage of one party on the basis that party put forward the contract.

38 INSURANCES

- 38.1 Unless otherwise instructed and without prejudice to the Contractor's obligations to indemnify the Employer under this Contract, the Contractor shall before commencement of this Contract, take out and maintain at the Contractor's cost, necessary insurance policy(ies) (including but not limited to those set out below) for the entire period of this Contract including any maintenance period (if any) with a reputable insurance company:-
- (i) Professional Indemnity insurance coverage with an acceptable insurance provider for insured value of no less than Singapore dollar (SGD) 5,000,000 (or its equivalent local currency) per claim with unlimited in the aggregate.
 - (ii) Work Injury Compensation Insurance or Employer's Liability or its equivalent to cover against liability arising from death of or injury to Contractor's workmen and/or employees whilst employed in the performance of the Contract. The Work Injury Compensation policy must include Singapore Airlines Limited and its assigns, related and associated companies as additional insured, should be endorsed as if a separate policy had been issued to each of the insured parties (i.e. between Singapore Airlines Limited and the Contractor) and must contain the required Endorsements A and B to protect Singapore Airlines Limited from claims from contractors' and sub-contractors' employees;

ENDORSEMENT A



"If any workmen or employee employed by and within insured or by the Insured's Contractors as referred to in Endorsement B herein or any dependent of such workman or employee, brings or make a claim under the Work Injury Compensation Legislation in force in Singapore against Singapore Airlines Limited ("SIA") and its assigns, related and associated companies for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the policy which the Insured may be carrying out for SIA, the insurance company will indemnify SIA, its assigns, related and associated Companies against such claim, and any costs, charges and expenses in respect thereof. Provided always 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 shall be construed as affecting the Insured's right to recover damages in any other way under the said legislation."

ENDORSEMENT B

"The indemnity herein 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 policy is granted but only so far as regards claims under the Work Injury Compensation Legislation or common law in force in Indonesia."

Work Injury Compensation Insurance or Employer's Liability or its equivalent to cover against liability arising from death of or injury to Contractor's workmen and/or employees whilst employed in the performance of the Contract. The Work Injury Compensation policy must include Singapore Airlines Limited and its assigns, related and associated companies as joint insured;

- (iii) Contractor's all risk policy covering loss or damage of furniture and Works during transit, installation and storage for a sum at full replacement cost, at the time of such replacement (including removal of debris and professional fees coverage); and
 - (iv) Comprehensive public liability for injury/death or property loss or damage of third parties for no less than SGD 5,000,000 (or its equivalent local currency) for any one occurrence and unlimited during the period of insurance.
- 38.2 The Employer, its assigns, related and associated companies are to be included as additional insured in the abovementioned insurance cover, and be endorsed (i) such that each insured party is insured in a manner as if a separate policy had been issued to each of the insured parties and (ii) to include insurers' waiver of subrogation rights against the Employer, its assigns, related and associated companies. Such insurances shall be primary and without right of contribution from any other insurance carried by the additional insured.
- 38.3 The Contractor shall deposit the policy documents and the receipts for the premiums paid with the Employer within 14 days (fourteen) days from the date of issue of the Letter of Acceptance unless otherwise instructed. If the Contractor fails to obtain the required insurance coverage (or show evidence of the same), the Employer may obtain the required insurance on the Contractor's behalf and deduct the cost of such premiums from any sums due from the Employer to the Contractor.
- 38.4 The Contractor shall take out and pay all premiums for any other insurance policies, which he considers to be prudent and/or necessary to meet his obligations under this Contract.

39 Contract Period

- 39.1 The contract period is Eleven (11) Weeks for Fit-Out works of the New Office (Phase 1) and Four (4) Weeks for the Reinstatement Works at the Current Office.

40 Firm Lump Sum Contract



40.1 This Contract is a firm lump sum contract, and no claims whatsoever arising from any increase in labour or material costs will be considered.

41 Governing Laws

41.1 The Contract will be governed by and construed according to the laws for the time being in force in Indonesia.