

## **PART 6**

### **CONDITIONS OF CONTRACT**

#### 1. DURATION OF CONTRACT

- 1.1. The Contract for the period of TWELVE ( 12 ) MONTHS commences on 1 SEPTEMBER 2019 and ends on 31 AUGUST 2020 with an option by SINGAPORE CHRISTIAN HOME to renew the contract for a further period of TWELVE ( 12 ) MONTHS from 1 SEPTEMBER 2020 to 31 AUGUST 2021.

#### 2. SCOPE OF WORK

- 2.1. Daily and periodic cleaning of all common property within SINGAPORE CHRISTIAN HOME ( the 'Premises' ) including but not limited to the compound, walkways, pedestrian paths and grass verges surrounding boundary, entrances to Premises, car park areas, entrance lobbies, lift lobbies, interior of lift cars, wards, staff dormitories, toilets, staircases, corridors and walkways, all the different offices, security guard houses, bin centres, rooftop, plant rooms, service ducts etc.
- 2.2. Daily cleaning includes dusting, wiping, sweeping, vacuuming and mopping-up of all areas but not limited to interior of all rooms, common areas etc. in the Premises as listed in Part 6.1 - Schedule of Works.

#### 3. CONTRACTOR TO INFORM HIMSELF FULLY

- 3.1. The Contractor shall be deemed to have satisfied himself after attending the briefing conducted by the Singapore Christian Home before collecting the Invitation to Quote Document as to the local conditions, accessibility, the full extent and character of the operation, the supply and conditions affecting labour and materials, transportation of labour, materials, equipment etc. and the execution of the Contract generally, as no claim on the ground of want of knowledge in this respect, shall be entertained.

4. NUMBER OF CLEANING STAFF

- 4.1. The Contractor shall at all times, have on site, the number of cleaning staff, as agreed in the Contract, to carry out all the required cleaning works. The Contractor shall in addition, deploy a Float Team for the scheduled periodical cleaning and to cover any absenteeism of cleaners.
- 4.2. Singapore Christian Home shall have the absolute right to require the Contractor to increase the strength of the manpower according to circumstances then prevalent, and that the awarded Contract Sum shall accordingly be adjusted in accordance with the awarded Schedule of Rates.
- 4.4. Except for the Ward for male residents, the Contractor shall at all times, deploy at least one female cleaner in each Ward.

5. HOURS OF WORK

- 5.1. The Contractor shall provide cleaning services daily, from 0700hrs to 1800hrs, on Mondays to Sundays, including Public Holidays.

6. CONTRACTOR'S SUPERVISORS

- 6.1. The Contractor shall provide at least one experienced and competent English-speaking Cleaning Supervisor, with at least 5 years of experience in similar capacity, per shift. The Cleaning Supervisor shall see to the effective and efficient carrying out of all scope of works covered in the Contract, including the scheduling of all work and cleaning staff.
- 6.2. The Cleaning Supervisor shall maintain daily contact with Singapore Christian Home, and maintain up-to-date and accurate records of cleaning staff attendance and scheduled work completed each day. Such records shall be made available to

Singapore Christian Home on demand for inspection by him or his representative at any reasonable time.

- 6.3. The Cleaning Supervisor shall report to the officer designated by Singapore Christian Home at the commencement of each working day and any other time as may be instructed by him or his representative to receive directives, instructions etc.

## 7. CONTRACTOR'S EMPLOYEES

- 7.1. The Contractor shall adhere strictly to relevant rules and regulations under Singapore Employment Act when providing and employing staff in such numbers as required for the Work Specifications to ensure that the proper and efficient execution of the works.
- 7.2. All staff deployed at the Premises shall be in possession of the necessary employment permits to allow them to work in Singapore and at least 30% of them should possess all the certificates of the six ( 6 ) modules of National Skills Recognition System ( NSRS ) training.
- 7.3. The Contractor shall ensure that all cleaning staff are equipped with the necessary knowledge and skills and have undergone basic training prior to deployment at the Premises. The Contractor shall also engage qualified persons to provide regular training for cleaning staff to refresh their knowledge and reinforce correct work processes, in areas including hand hygiene, infection control, personal protection equipment and terminal cleaning.
- 7.4. Singapore Christian Home will similarly provide periodical training to the cleaning staff to ensure that they are aligned with the requirements of the Premises. The Contractor shall ensure that the cleaning staff attend the training sessions, apply the knowledge acquired and are ready to participate in any of the emergency preparedness exercises conducted in the Premises.

- 7.5. Singapore Christian Home shall be at liberty to object to, and require the Contractor to remove from the Premises, any staff employed or deployed by the Contractor, who in the opinion of Singapore Christian Home has misbehaved himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by Singapore Christian Home to be undesirable. Any person so removed from the works shall be replaced as soon as practical by a competent substitute approved by Singapore Christian Home.
- 7.6. The Contractor shall be liable to pay Singapore Christian Home the sum specified against each of the following irregularities and such amounts will be deducted directly from the Contractor's invoice but under advice to the Contractor.
- 7.7. The Schedule is as follows and in case of ambiguity, the higher Liquidated Damages / Deduction per occasion shall apply.

S/N	NATURE OF IRREGULARITY	LIQUIDATED DAMAGES/ DEDUCTION PER INCIDENT (\$)
7.7.1	Shortage of supervisory staff which includes Supervisor, Assistant Supervisor or Team Leader who report to work more than 1 hour late	\$150.00 per person/day
7.7.2	Supervisory staff who report to work less than 1 hour late.	\$30.00 per person/day
7.7.3	Shortage of cleaning staff who report to work more than 1 hour late.	\$100.00 per person/day
7.7.4	Cleaning staff who report to work less than 1 hour late.	\$20.00 per person/day
7.7.5	Failure to comply with instructions or performance that does not meet satisfaction.	\$200.00 per incident.
7.7.6	Delaying and / or omitting any approved operational frequency and / or cheating on procurement of any routine work and / or some periodic work where the frequency is weekly or more frequent.	\$200.00 per incident

S/N	NATURE OF IRREGULARITY	LIQUIDATED DAMAGES/ DEDUCTION PER INCIDENT (\$)
7.7.7	Misrepresenting and / or falsifying attendance and / or cheating on any cleaning procurement or operation matter	\$150.00 per incident
7.7.8	Failure to comply with statutory or safety regulations or take adequate precaution against damaging properties during course of work.	\$200.00 per incident
7.7.9	Failure to put up proper warning signs, hoardings or safety signs.	\$100.00 per incident
7.7.10	Failure to respond and act on urgent instructions or assignments within 10 minutes.	\$100.00 per incident
7.7.11	Failure to submit daily attendance sheet within 30 minutes after commencing of the respective shift.	\$50.00 per incident
7.7.12	Failure to supervise or check daily routines / scheduled work	\$50.00 per incident
7.7.13	Failure to submit periodic schedule or complete periodic work according to schedule	\$50.00 per incident
7.7.14	Failure to attend meetings.	\$50.00 per incident
7.7.15	Failure to report defects and damages of fixtures and fittings	\$50.00 per incident
7.7.16	Failure to dispose or remove rubbish to the designated disposal site in a leak proof trolley	\$50.00 per incident
7.7.17	Failure to use or provide approved chemical, material, machinery, tool or equipment.	\$50.00 per incident
7.7.18	Cleaning materials or equipment left unattended and/or in a disorderly manner in toilets or any other areas both internal / external / common area inclusive.	\$50.00 per incident
7.7.19	Incorrect use of colour coded cleaning cloth/mops or use of dirty cloth/mops or use of dirty water for rinsing of cloth/mops	\$50.00 per incident

S/N	NATURE OF IRREGULARITY	LIQUIDATED DAMAGES/ DEDUCTION PER INCIDENT (\$)
7.7.20	Failure to upkeep toilets. - More than 25% of the vanity top / floor moldy, dirty or wet; - More than 25% of the mirror's surface dirty or wet, urinal - WC bowl is dirty or stained; - Toilet chamber or urinal smelly, dirty or wet; or - Failure to top-up toilet paper, hand towel, soap dispenser etc.	\$50.00 per incident
7.7.21	Failure to keep the Cleaners' Store Room clean and tidy	\$50.00 per incident
7.7.22	Failure to replace or repair machine within 24 hours upon detecting of fault or breakdown	\$50.00 per incident
7.7.23	Cleaning staff not correctly attired with uniform and safety shoes	\$50.00 per incident
7.7.24	Charging personal devices and equipment in the Premises.	\$10.00 per incident
7.7.25	Staff found: - - accepting gifts, monies or favours from residents, visitors or staff - making purchases, offering monies or performing favours and services for residents, visitors or staff - fighting, quarrelling, intimidation, aggression, disturbance and any other inappropriate behaviour - smoking, consumption of alcoholic beverages, gambling - sleeping on duty - using electronic devices for non-work reason while on duty	\$100.00 per incident Offender may be removed from Premises immediately and suitable replacement made within agreed time frame.
7.7.26	Staff absent from designate work station or carrying out unauthorized reduction of checking and cleaning frequency	\$50.00 per cleaner per incident per day
7.7.27	Failure to turn off power, light and water taps after completion of work	\$20.00 per incident

S/N	NATURE OF IRREGULARITY	LIQUIDATED DAMAGES/ DEDUCTION PER INCIDENT (\$)
7.7.28	Use of equipment, extension wiring, sockets, plugs, etc. without the approved Safety Mark label	\$20.00 per incident
7.7.29	Faulty equipment causing a trip to the building electricity supply	\$250.00 per incident Reinstatement fees for engagement of Singapore Christian Home's Licensed Electrical Worker and necessary equipment tools to resume the electricity supply.

- 7.8. No cleaning staff shall be released during the hours of work unless immediate replacement is made available. Failure to provide such replacement(s) shall result in the imposition of penalty as specified in the Schedule of Liquidated Damages/Deductions.
- 7.9. The Contractor shall, before the commencement of this Contract, provide Singapore Christian Home the name list, photocopies of identity cards and employment permits of the cleaning staff deployed for the Contract. The Contractor shall update these information immediately as and when there are changes of cleaning staff.
- 7.10. All cleaning staff shall be employed exclusively for the execution of this Contract and shall not be deployed for any other job(s) or contract(s) either within the Premises or any other building.
8. UNIFORMS & PERSONAL BELONGINGS OF CLEANING STAFF
- 8.1. The Contractor shall provide his cleaning staff with uniforms that are to be approved by Singapore Christian Home. The uniforms shall include name tags, proper safety shoes and head gear, where necessary. Cleaning staff must comply with the approved dress code at all times.

8.2. All cleaning staff shall safe keep their personal belongings in lockers supplied and maintained by the Contractor. As the lockers supplied are generally in the sluice rooms, thus no foods and drinks are allowed to be kept in the lockers at all times.

## 9. DUTY ROSTER

9.1. A comprehensive duty roster detailing the deployment of the cleaning staff must be submitted to Singapore Christian Home within three ( 3 ) working days before the start of next calendar month.

## 10. CLEANING PROGRAMME

10.1. The Contractor shall within thirty ( 30 ) days after the commencement of the Contract submit to Singapore Christian Home a comprehensive Cleaning Programme showing the schedule of activities planned for the Premises.

10.2. The Cleaning Programme shall include not only cleaning cycle but also the time frame for cleaning specific areas. This programme shall be presented to Singapore Christian Home and if accepted, shall form part of the Condition of Contract.

## 11. CLEANING STANDARDS

11.1. Flooring, tiled columns, partitions and glass panels of common areas shall be cleaned, sealed and polished, where necessary. The job is to be done in with the operational frequency specified.

11.2. The Contractor shall instruct cleaning staff to exercise every care when dismantling and re-fixing all fittings, fans, signs or paintings, etc. as the cost of repair or replacement of any such item damaged or broken as a result of careless handling or negligence on his part or that of his employees shall be charged to the Contractor.



- 11.3. All items of cleaning products shall be diluted or mixed in accordance with the manufacturer's instruction or otherwise approved by Singapore Christian Home.
- 11.4. All scrubbing shall be done with an approved heavy-duty scrubbing machine. Burnishing of floors shall be done with an approved high-speed burnishing machine.
- 11.5. Waste matter from sanitary towels and waste receptacles shall be collected as soon as receptacles are full and at least twice a day and sanitary towels receptacles shall be cleaned and disinfected immediately after emptying. Contractor shall also line the waste receptacles with new polythene bags.
- 11.6. The Contractor shall empty all receptacles such as waste paper baskets whenever they are full or at least twice a day. The Contractor shall provide receptacles for the collection of litter, and these receptacles shall be transported about the Premises on suitable trolleys mounted on rubber castors. On no account shall receptacles or any other type of container be permitted to be dragged along the floors. The Contractor shall transport all refuse collected from waste receptacles etc. to the refuse bin centre for subsequent disposal.
- 11.7. Rubbish and all refuse arising from the Premises shall be collected and deposited in polythene bags or any other similar approved containers, and brought down immediately to the bin centre for collection and shall not be allowed to accumulate in any part of the Premises.
- 11.8. Without prejudice to the requirement mentioned in this Condition of Contract, the Contractor shall deploy sufficient cleaners to be stationed in the Premises to attend to the following works: -
  - 11.8.1. regular cleaning of common toilets and bathrooms to maintain a continuous high standard of cleanliness (no smell, no stain and litters);

- 11.8.2. regular checking of toilets to ensure that depleted toiletries are promptly replenished and the supply of toiletries are in adequate quantities;
- 11.8.3. continuous cleaning and mopping of common areas, entrance steps, lobbies, parking bays, etc. to ensure that the areas are kept dry and litter free at all times;
- 11.8.4. cleaning, sealing and polishing of the floors of common areas; and
- 11.8.5. carrying out any other cleaning jobs as may be instructed by Singapore Christian Home

## 12. OPERATIONAL FREQUENCY

- 12.1. The Schedule of Works listed in the operational frequency for cleaning the floors, walls, ceilings, glass, wall fans etc. shall be adhered to by the Contractor.
- 12.2. In conjunction with the operational frequency stated for the cleaning of the Premises, the Contractor is required, as part of the exercise, to draw-up a comprehensive programme for daily and periodic cleaning. The periodic cleaning programme should include not only the cleaning cycle but also the time frame for cleaning a specific area or facility supported by output calculations based on manpower and machines deployed in the area to be cleaned. The programme shall show the details of staff to be deployed and machines and materials to be used.
- 12.3. The Contractor shall submit a list of cleaning machines to be utilized for the execution of the works. These machines to be used for cleaning must be new and in good working conditions. A minimum number of basic machines necessary for the daily cleaning operation is to be specified and these shall be stationed in the Premises for the full duration of the Contract. The removal of any of the machines out of the Premises, without the prior approval of Singapore Christian Home will constitute a

breach of the Contract and will be sufficient grounds for action to be taken to terminate the Contract.

### 13. CLEANING EQUIPMENT AND MATERIALS

13.1. The Contractor shall supply all the necessary equipment, machines, instruments, tools and materials for the efficient execution of the works including floor burnishing machines, vacuum cleaner, suction machines, high pressure washers, floor scrubbing machines and auto sweepers. The Contractor shall also provide mop wringer, buckets, dust pans, dust control mops, multi-purpose janitorial cleaning trolleys, window kits, appropriate polythene-lined receptacles, trolleys with rubber castors for the transportation of receptacles, signs barrier, mops, brushes, methylated spirit, cloths, chamois leather, duster, scouring powder, toilet cleansers, mirror cleansers, emulsion polish for floor, furniture and partitions, floor sealers, disinfectants, deodorant blocks, Presept 0.5GM and other materials all of approved form, design, type, made and brand, as may be directed by Singapore Christian Home.

13.2. All machines and equipment shall be maintained in good order and immediate replacements made to ensure that daily and scheduled cleaning are not compromised.

13.3. The following list indicates the recommended equipment and materials which may be approved for use in the execution of the work: -

13.3.1	Sealer of Tiled Floor	“Johnson Fortify” or other equal and approved brand.
13.3.2	Emulsion Floor Polish	“Johnson Show Place” or other equal and approved brand. In the event that the Contractor opts to use a brand, where it is necessary to use a sealer for optimum results, the Contractor is instructed to include the cost of such sealer in his Tender.
13.3.3	Furniture Polish	“Johnson Pledge” or other equal and approved brand

13.3.4	Liquid Wax Polish	“Johnson Shine-Up” or other equal and approved brand
13.3.5	Detergent/Disinfectant	“Johnson Forward” or other equal and approved Brand
13.3.6	Mirror Cleaner	“Johnson Glance” or other equal and approved brand.
13.3.7	Scrubber	“SORMA” or other equal and approved brand
13.3.8	Burnishing	“ROTOBIC” or other equal and approved brand.
13.3.9	Vacuum Cleaner	“ADVANCE” or other equal and approved ( pile lifter) brand
13.3.10	Wet-Dry Pick Up	“Duplex” or other equal and approved brand.
13.3.11	Sweeper	“HAKO” or other equal and approved brand.
13.3.12	Hot Water Extraction	“STEAMLUX” or other equal and Carpet Cleaning approved brand.
13.3.13	High Pressure	“Karcher” or other equal and other approved brand.
13.3.14	Access Equipment	Approved by Authorities of Singapore.
	a) Aluminum Step	“Climalloy” or equal and approved Span Towers brand.
	b) Access Telescopic	“Mark Lift Aerial Platform” or equal and approved brand.
	c) Articulated Lift	“Topper Aerial Platforms” or equal and Platform approved brand
13.3.15	Deodorizer	“Fresh” or other equal and approved brand.
13.3.16	Toilet Paper & Hand Towel	“Kleenex” or equivalent ( samples to be submitted for approval ).
13.3.17	Liquid Soap	Fragrance liquid anti-bacterial hand soap (samples to be submitted for approval ).
13.3.18	Stainless Steel	“3M” stainless steel polisher or other equal and approved brand.
13.3.19	Car Park	“Big Bare Degreaser (SC Johnson)” or other equal and approved brand.

- 13.4. The Contractor shall offer only products that are approved by the National Environment Agency or / and Singapore's authorities and provide the Safety Data Sheet (SDS) before the commencement of the Contract.
  - 13.5. As and when changes are made to any of the products used, the Contractor shall furnish Singapore Christian with the updated SDS promptly.
  - 13.6. Singapore Christian Home shall have the absolute discretion to determine the quantum of adequacy for toilet requisites. Any materials or goods supplied which are found not up to the standard requirement shall be promptly removed and replaced with the best available in the local market by the Contractor without any prejudice whatsoever.
14. FAULT REPORT
- 14.1. The Contractor shall report all defects and damages of fixtures and fittings cleaned by him, to Singapore Christian Home as soon as it is detected during the course of his daily cleaning. The Contractor shall be held responsible for the damage(s) if he fails to make a report.
15. WATER AND ELECTRICITY
- 15.1. Singapore Christian Home will provide all water and electricity required for the works free of charge. The Contractor shall exercise every effort to prevent the abuse of this privilege and to economize in the use of water and electricity and to ensure that his cleaning staff strictly complies with all rules and regulations applicable to their use, including ensuring that cleaning staff switch off all lights and turn off taps as soon as work is completed.
  - 15.2. Proper connections must be made to power points in accordance with the prevailing rules and safety precautions. The Contractor will be made liable for damages to Singapore Christian Home's electrical circuits and installations.

15.3. The Contractor shall ensure their equipment, extension wiring sockets, plugs, etc. must have the approved Safety Mark label. All battery charges and battery-operated equipment requiring more than 13 Amps electrical supply shall be approved by Singapore Christian Home before being used at the Premises. A portable safety Earth Leakage Circuit Breaker will be connected in line with this operating equipment.

16. PERFORMANCE REVIEW

16.1. The Contractor shall be required to conduct monthly site meetings and any other meetings with Singapore Christian Home on a regular basis to review the standard of work and performance of the cleaning staff.

16.2. The agenda and minutes of such meetings shall be prepared by the Contractor. The agenda is to be distributed at least three (3) days before the meeting and minutes are to be ready three (3) days after the meeting for Singapore Christian Home's review.

16.3. Site inspections are to be conducted by the Facilities Manager / Executive or their designate at least three (3) times a week.

17. SPECIALISED WORK

17.1. Singapore Christian Home reserves the absolute right to engage other contractors to execute works and / or services at the Contractor's cost which in its opinion are specialized in nature or in which the Contractor has failed to perform in accordance with the Condition of Contract.

18. SECURITY

18.1. The Contractor shall provide Singapore Christian Home with the names and photocopies of identity cards or employment permits of cleaning staff engaged.

18.2. Neither the Contractor, its employees or representatives, may at any time, bring into the premises any unauthorized personnel or visitors.

18.3. The Contractor, its employees and representatives are prohibited from taking digital or hardcopy images of the Premises, the occupants or events or posting, uploading or transmitting any information, images or comments of Singapore Christian Home and its occupants to the media, on the social media, or outsiders.

18.4. The cleaning of designated areas such as offices, stores, plant rooms and such shall be carried out only with the permission and in the presence of Singapore Christian Home's representatives.

#### 19. GIFTS, INDUCEMENTS AND REWARDS

19.1. The Contractor, its employees and representatives are strictly prohibited from offering, giving or agreeing to give any gifts, services, favours, preferential treatment or consideration of any kind to Singapore Christian Home, its directors, staff, service users, representatives or any persons associated with the Home 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 the Contract.

#### 20. WORKPLACE SAFETY

20.1. The Contractor shall at all times observe and comply with the Workplace Safety & Health Act, all prevailing laws and regulations relating to safety now and thereafter in force and shall bear all costs connected with the compliance of the prevailing laws and regulations.

20.2. The Contractor shall: -

- conduct risk assessments to remove risks and control risks exposure;
- maintain safe work facilities and arrangements at all times;

- ensure safety of machinery, equipment, articles, substances and work processes; and
- provide cleaning staff adequate instruction, information, training and supervision.

20.3. Where required by the work, the Contractor shall at his own cost provide a Safety Supervisor throughout the duration of the work.

## 21. PERSONAL DATA PROTECTION

21.1. The Contractor warrants on a continuing basis that all personal data provided to Singapore Christian Home in the course of the tender for cleaning services and the provision of such services under this Contract has been collected, used and/or disclosed in accordance with the Personal Data Protection Act ( PDPA ), and further warrants (also on a continuing basis) that the relevant individuals whose personal data have been so collected, used and/or disclosed have been informed by the Contractor that their personal data would be disclosed to, and collected, used and/or disclosed by, Singapore Christian Home for the following purposes :-

- Maintaining internal records;
- Performing internal audits;
- Facilitating audits by government bodies or statutory boards;
- Contacting individuals for review of and follow-up on the provision of the cleaning services;
- Any purpose ancillary to carrying out and extending or renewing the cleaning services contract; and
- Any purpose incidental to the above

21.2. The relevant individuals have agreed to the disclosure of their personal data to Singapore Christian Home and for Singapore Christian Home to carry out such collection, use and/or disclosure of their personal data for the abovementioned purposes.



- 21.3. The Contractor agrees to comply with the PDPA, and all instructions as may be issued or given by Singapore Christian Home from time to time in order for the Contractor and/or Singapore Christian Home to comply with the PDPA, with respect to any personal data that Singapore Christian Home may provide to the Contractor in the course of the provision of the services under this Contract.
- 21.4. The Contractor agrees to indemnify Singapore Christian Home from any consequences that may flow from any breach of the PDPA that may arise from the Contractor's breach of the warranties or undertakings.
- 21.5. For the avoidance of doubt, the term 'personal data' shall mean any data, whether true or not, about an individual that can be identified from that data or from that data and other information to which the organization has or is likely to have access.

## 22. CONFIDENTIALITY

- 22.1. Except with the written consent of the Singapore Christian Home, the Contractor shall protect and shall not disclose to any person, any information pertaining to the Contract or the performance thereof, or any information issued or furnished by or on behalf of the Singapore Christian Home in connection with the Contract.
- 22.2. The Contractor shall protect and shall not make use of any information obtained directly or indirectly from the Singapore Christian Home or compiled or generated by the Contractor in the course of the Contract or which pertains to or which is derived from such information, other than use for the purposes of the Contract, without the prior written consent of the Singapore Christian Home.
- 22.3. The Contractor in addition, shall undertake measures, at its own expense, to protect such information compiled or generated by the Contractor in the course of the Contract or which pertains to or which is derived from such information, and such

protection measures shall be at least as strict as those measures undertaken by the Contractor to protect its own confidential information.

- 22.4. Neither Party shall publish, disclose or release, nor shall it suffer or permit the publication or release of, any news item, article, publication, advertisement, speech or any other information or material pertaining to the Contract or to the Goods and Services to be provided thereunder in any media without the prior written consent of the other Party, unless or until compelled, required or requested to disclose by judicial or administrative procedures or otherwise by law or required to disclose to any relevant government body, regulatory body or Singapore Christian Home.
- 22.5. Upon the expiry or termination of the Contract, whichever is earlier, in accordance with the terms and conditions herein provided, within seven (7) days from any written request of the Singapore Christian Home, the Contractor shall undertake and ensure the deletion and destruction of all copies of all or particular information (whether in its possession or control, or in the possession or control of its directors, employees, agents or contractors) as may be required by the Singapore Christian Home. Such deletion and destruction shall include but is not limited to deletion from any computer disks, tapes or other storage media, and the destruction of hard copy documents. After such destruction is completed, the Contractor shall confirm and certify this to the Singapore Christian Home by way of a signed written notice.
- 22.6. The Contractor represents and warrants that it is fully responsible and liable for any loss, harm or damage caused by any breach of the undertakings by its directors, employees, agents or contractors.
- 22.7. The obligations contained in this Clause shall endure, even after the expiry or termination of the Contract, without limit in point of time.

23. IRREGULARITIES COMMITTED

- 23.1. Should the Contractor be found to have committed any irregularities such as omitting the use of cleansing materials, using inferior materials and workmanship, poor or non-performance of services or creating nuisance in the Premises to the inconvenience of Singapore Christian Home or the residents or similar acts which are likely to bring Singapore Christian Home into disrepute, Singapore Christian Home reserves the right to charge the Contractor a sum not exceeding S\$5,000.00 per occasion as compensation. Thereafter, works shall be made good to the satisfaction of Singapore Christian Home at the Contractor's expense. Singapore Christian Home reserves the right to nominate other contractor to complete the works and the expense incurred shall be borne by the Contractor if the irregular works are not subsequently made good to the satisfaction of Singapore Christian Home.
- 23.2. For any minor breach of the Conditions of the Contract, a verbal warning shall be issued in the first day of offence. A warning letter for the same item within the designated zone shall be issued if the offence is repeated for a 2<sup>nd</sup> time or when no action has been taken to correct the irregularity within the given time.
- 23.3. A final warning for the same item within the designated zone shall be issued if the offence is repeated for a 3<sup>rd</sup> time or when no action has been taken to correct the irregularity within the given time.
- 23.4. A liquidated sum of not exceeding S\$5,000.00 per irregularity shall be imposed on the Contractor for failure to comply with the final warning letter at the end of the grace period.
- 23.5. For any major breach of the terms and conditions of the Contract, the Contractor shall be given seven days to explain why liquidated damages should not be imposed.

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