

PART 7
FORM OF CONTRACT

THIS AGREEMENT is made this _____ day of _____ 2019 between SINGAPORE CHRISTIAN HOME, having its registered address at 20 SEMBAWANG CRESCENT, SINGAPORE 757092 (hereinafter called the 'OWNER')

AND

[Name of Cleaning Agency], a Company incorporated in Singapore and having its registered address at [Agency's Address] (hereinafter called the 'CONTRACTOR'),

All business relating to the AGREEMENT both written and verbal, shall be conducted in the English language. The Conditions of Contract are as follows: -

1. TERMS OF PAYMENT

1.1. The Contractor hereby agrees with the Owner to supply the necessary equipment, toiletries, materials and labour for carrying out the works described in Part 6.1 - Schedule of Works, which forms an integral part of this AGREEMENT, at 20 SEMBAWANG ROAD, SINGAPORE 757092 (hereinafter called the 'PREMISES') at a monthly rate of S\$
(Singapore DollarOnly)
(hereinafter referred to as the 'CONTRACT PRICE ')

1.2. The CONTRACT PERIOD shall be for a period of TWELVE (12) MONTHS commencing on 1 SEPTEMBER 2019 with an option at the sole discretion of the OWNER to extend for an additional TWELVE (12) MONTHS at the same CONTRACT PRICE per month.

1.3. Invoicing are to be on a monthly basis, at the end of each calendar month. The terms of Payment shall be THIRTY (30) DAYS, from the date of receipt of invoice or last date of the calendar month, whichever is later.

2. BANKER'S GUARANTEE

2.1. The Contractor shall within FOURTEEN (14) DAYS from the date of award of the Contract furnish the Owner with a BANKER'S GUARANTEE for a sum equal to TWO (2) MONTHS of the monthly contract sum.

2.2. The Banker's Guarantee shall be valid for a period extending to SIXTY (60) DAYS after the expiry date of the Agreement, or when applicable, from the date of determination of the Agreement by the Owner in accordance with the Agreement.

2.3. The Banker's Guarantee shall be in a form acceptable to the Owner and the Owner shall be entitled to utilise the Banker's Guarantee in payment of any monies due to the Company by the Contractor under the terms of the Articles of Agreement.

3. NON-COMPLIANCE

3.1. It is hereby agreed by the Owner and the Contractor that in the event of the Contractor failing to abide by the terms of this Agreement or breaching of any of the stipulations herein contained in any part of the Agreement, the Contractor shall be liable to pay as liquidated and ascertained damages up to maximum of TWENTY PERCENT (20%) of the estimated amount of the whole of the works carried out during the period of which payments is due from the Owner to the Contractor during which the breach occurred.

3.2. Under such circumstances, the Owner may also employ another Contractor (hereinafter referred to as the 'SUBSTITUTE CONTRACTOR') to carry out the contract task.

- 3.3. Where the Owner has to pay to the Substitute Contractor charges higher than the rate agreed in this Agreement, the Contractor shall reimburse the Owner the difference between the aforementioned rate and the rate charged by the Substitute Contractor for the period during which the Substitute Contractor carries out the works and the amount of such reimbursement may be deducted from the Banker's Guarantee payable by the Contractor to the Owner under Clause 9 of this Agreement

4. TERMINATION

- 4.1. The Owner may terminate this Agreement forthwith by notice sent by registered post to the Contractor if the Contractor: -
- 4.1.1. wholly suspends the works without reasonable cause; or
 - 4.1.2. commits an act of bankruptcy or become insolvent or compounds with or makes any assignment of this Agreement for the benefit of his creditors, or
 - 4.1.3. offers or gives or agrees to give to any person any gift, consideration of any kind as an inducement or reward for doing or forbearing to do or for having done any action in relation to the obtaining or execution of this Agreement with the Owner, or for showing or forbearing to show favour or disfavour to any person in relation to the Owner or any other agreement with the Owner, or if the like acts shall have been done by any person employed by the Contractor or action on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Agreement or any other agreement with the Owner, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code or Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward, the receipt of which is an offence under the said Acts.

- 4.2. The Owner shall be entitled to recover from the Contractor the amount of any loss resulting from such termination.
- 4.3. In any of the above cases, the Owner may carry out the works by other means and all costs so incurred by the Owner shall be payable by the Contractor.
- 4.4. Notwithstanding any other provisions to the contrary, the Owner shall have the right to terminate the Contract by giving the Contractor ONE (1) MONTH'S advance notice in writing without assigning any reason whatsoever. The Contractor shall have the right to terminate the Contract by giving to the Owner TWO (2) MONTHS' advance written notice.

5. DAMAGE TO PROPERTY

- 5.1. During the execution of this Agreement the Contractor shall protect the Premises, furniture and equipment and property belonging to the occupiers of the Premises from damage or loss as a result of the carelessness, negligence or otherwise of the Contractor's workmen. The Contractor shall also be responsible for any loss of exposed sanitary fittings in the toilets. Any damage or loss that may result to such property shall be made good or replaced by the Contractor to the entire satisfaction of the Owner and the occupants therein.

6. INDEMNITY

- 6.1. In the event of the Owner being held liable for any damage or loss whatsoever arising out of any claims by any person in respect of any act, neglect or omission of the Contractor, his servants or agents, the Contractor shall indemnify the Owner against such claims and any costs, charges and expenses in respect thereof.
- 6.2. The Contractor covenants with the Owner that it will take up Public Liability Insurance with an insured sum of S\$2,000,000.00 (SINGAPORE DOLLARS: TWO

MILLION) per occurrence in the joint names of the Contractor and the Owner within a month from the date of award of this Contract. A copy of the insurance shall be deposited with the Agent for safe custody within ONE (1) MONTH of the commencement of Contract. The cost of insurance coverage shall be borne by the Contractor.

7. ACCIDENT OR INJURY TO WORKMEN

7.1. The Contractor shall forthwith and as a condition precedent to the commencement of any work under this Agreement take out at his own expense with an insurance company a policy or policies of insurance indemnifying the Contractor, Owner and its Agent (including for this purpose every employee of the Owner) for all liabilities arising out of any claim or claims by any and every workman employed in the performance of this Agreement for payment of compensation under or by the virtue of the Work Injury Compensation Act or any other law amending or replacing such Act and for all costs and expenses incidental or consequential thereto within a month from the date of award of this Contract.

7.2. If any default is made by the Contractor in complying with the terms of this Clause, the Owner may (without prejudice to any other remedy available to the Owner for breach of any term of this Agreement): -

7.2.1. withhold all payments which would otherwise be due to the Contractor under this Agreement and out of such monies so withheld to satisfy any claims for compensation by workmen that would have been borne by an insurance company had the Contractor not made such default in maintaining a policy of insurance and / or

7.2.2. pay such premiums as may have become due and remain unpaid and deduct the amount or such premiums from any monies due or will be due to the Contractor.

7.3. Nothing in this Clause shall be construed to take away or to waive or in any manner modify the right of the Owner to be indemnified by the Contractor in respect of all compensation, costs and other expenses whatsoever which by reason of the Contractor's default or otherwise become payable by the Owner under the said Act or other law.

8. ASSIGNMENT

8.1. The Contractor shall not assign, novate or sub-contract, either wholly or in part, the benefits of this Agreement without the written consent of the Owner.

9. COMPLIANCE WITH SINGAPORE EMPLOYMENT LAWS

9.1. The Contractor shall supply only Singaporeans or foreign workers with valid work permits. The Contractor undertakes to adopt the policy not to engage foreign workers in illegal employment i.e. those without a work permit or with a work permit that has expired, revoked or cancelled or with a work permit issued to a different Company or for work in a different trade or occupation.

9.2. In the event that the Owner is charged or fined for abetting the Contractor in allowing workers without a valid work permit at the Owner's Premises or other breach of any rules or regulations relating to foreign workers, the Contractor shall indemnify the Owner and keep the Owner indemnified against all charges and fines (including expense, legal or otherwise) incurred by the Owner.

9.3. The Contractor shall comply with the Singapore employment laws, such as the Central Provident Fund Act and Employment Act. The Contractor shall declare whether they comply with the Singapore employment laws, and declare any fines or convictions by the Ministry of Manpower over the last 2 years.

- 9.4. The Owner reserves the right to terminate the service contract if the Contractor breaches the employment laws and to conduct checks to ensure compliance with Singapore's employment laws.

10. WORKPLACE SAFETY & HEALTH ACT

- 10.1. The Contractor shall at all times observe and comply with all prevailing laws and regulations (including the Workplace Safety and Health Act 2006 and all its subsidiary legislations) relating to health and safety now and hereafter in force, and shall bear all costs and expenses for and associated with complying with the provisions of or conforming with any standard or requirement imposed by such laws and regulations.
- 10.2. The Contractor shall at all times throughout the progress of the works have full regard and take full responsibility at his own cost for the safety, health and welfare to all persons who may be affected by any works carried out by him and / or his servants or agents and shall provide, maintain and implement all measures to keep the work area and the works in a state to ensure the safety, health and welfare of such persons including his employees and others (not being his employees) who may be affected by any works carried out by him and / or his servants or agents.
- 10.3. The Contractor shall accept liability for and indemnify the Owner against any liability claim proceedings expense or loss in respect of personal injury to or death of any person whatsoever or in respect of damage to any property whatsoever real or personal to whomsoever belonging where such injury death or damage, as the case may be, is caused by or arises out of or in the course of carrying out the services or the failure to carry out the services as described above, is caused by or arises out of the Contractor's failure to comply with any of its statutory duties and / or duties under law (including the Workplace Safety and Health Act 2006 and all its subsidiary legislations) by the Contractor and / or his servants or agents as

provided for statutory provision or due to the negligence of the Contractor or its employees or agents in the carrying out of the said services.

11. EMPLOYMENT CONTRACT

11.1. The Contractor shall issue a written employment contract for all their workers specifying their basic employment terms and ensure that these terms comply with the employment laws. The Owner reserves the right to conduct periodic checks to ensure compliance with this requirement.

11.2. This employment contract shall include, but not limited to, the following: -

11.2.1. Commence date of employment

11.2.2. Appointment: Job title & job scope

11.2.3. Working days, working hours, shift work and overtime

11.2.4. Salary & allowances

11.2.5. Annual leave & sick leave

11.2.6. Rest days and Public holidays

11.2.7. Notice period

11.3. The Contractor is required to submit a sample copy of the employment contract in the tender submission. The Owner reserves the right to request for copies of the workers' pay slips and employment contracts and the Contractor has to comply in such circumstances.

12. RELEASE OF WAGE BOOKS

12.1. The Contractor shall keep proper wage books and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of this Agreement and shall produce such wage books and time sheets on demand for inspection by the Owner or his duly authorised

representatives and shall furnish such information relating to the wage and conditions of employment of such workmen as may be required from time to time.

13. TRAINING OF WORKERS

13.1. The Contractor shall ensure that all workers are equipped with the necessary knowledge and skills to dutifully perform their jobs.

13.2. The Contractor is required to provide an overview of the training plans in place within the organization. The Contractor shall ensure that all workers are WSQ Environmental Cleaning trained.

13.3. The Contractor shall provide documentation (e.g. relevant and required certifications) to demonstrate the competencies and capabilities of the workers.

14. MECHANIZATION AND INFORMATION TECHNOLOGY

14.1. The Contractor is required to utilize equipment and tools to enhance the work efficiency and standards to optimize the utilization of labour for work performance and productivity.

14.2. The Contractor shall maintain the equipment and tools in good working condition i.e. functioning at 100% at all times with standby equipment and maximum turnaround time if anything happens to it.

14.3. The Contractor shall immediately report any defects or malfunction of any equipment and tools to the Company.

14.4. The contractor shall continuously propose/ recommend equipment and technology to improve the productivity and efficiency of the workers.

15. TOILETRIES

15.1. The Contractor shall be held responsible for adequate supply and distribution of toiletries, hand towels and other toilet requisites (i.e. liquid soap etc.) to all toilets in the premises and the Contractor shall provide and maintain a log of consumption in an approved format evidencing the distribution and consumption rates, requests for replenishment and so on.

16. SECURITY

16.1. The Contractor shall ensure that all lights, power points, electrical appliance, valves and the lights are turned-off immediately after use and all means of ingress, external doors, windows, entrances, shutters, etc. are kept locked during the cleaning process.

17. CONFIDENTIALITY & PRIVACY

17.1. The Contractor and/or his employees shall not without prior written consent of the Owner discuss, disclose to any third party (friends, relatives, general public), post on social media, capture images, make copies, duplicate or reproduce in any form or destroy any information on the Agreement or pertaining to the Owner's operations or the premises' occupants. The Contractor shall abide and follows to the Compliance with the Personal Data Protection Act (PDPA) regulation and guideline as stated in Part 8 of the Tender Documents.

18. CONTRACT / CONTACT WITH RESIDENTS

18.1. The Contractor had entered into this Contract for the sole purpose of the cleaning of the all areas in the Premises. The Contractor will not enter into any arrangement with residents of the Premises for the cleaning of areas without prior written approval from the Owner.

18.2. The Contractor and/or his employees deployed for this Contract shall not offer any gifts, favours, service or accede to any request from any staff, resident, visitor, volunteers to purchase any items; consumable / non consumable, daily necessities etc.

18.3. The Contractor and/or his employees deployed for this Contract shall not accept and should not have any intention to solicit from any person any gift, consideration of any kind as an inducement or reward for doing or forbearing to do or for having done any action during the contractual of this Agreement with the Owner. All items received have to be declared and surrendered to Singapore Christian Home.

19. CORRESPONDENCE

19.1. Any notice, request, waiver, consent or approval required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given or made if addressed to the Contractor and left at or sent by registered post to the Contractor's usual or last known place of business in Singapore and any notice to the Owner shall be deemed to be served on the Owner by being forwarded by registered post to SINGAPORE CHRISTIAN HOME, 20 SEMBAWANG CRESCENT, SINGAPORE 757092 and a notice so sent by post shall be deemed received at the time when it ought to in the course of post to be delivered at the address to which it is sent.

20. MISCELLANEOUS

20.1. The Contractor and/or his employees are not permitted to display any religious images or conduct any activities of such nature within or in the vicinity of the premises.

20.2. The titles to the Clause in this Agreement are for convenience of reference only and do not form part of this Agreement and shall not in any way affect the interpretation thereof.

21. RIGHTS OF THIRD PARTIES

21.1. Any person who is not a party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act to enforce any of its terms.

22. APPLICABLE LAW

22.1. This Agreement shall be interpreted, construed and governed by the laws of the Republic of Singapore.

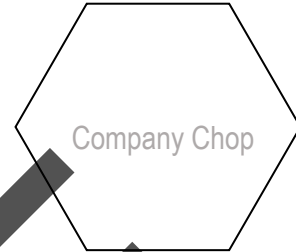
SAMPLE

AS WITNESS the hands of the parties hereto the day and year first written

Signed by

For and on behalf of **SINGAPORE CHRISTIAN HOME**

Name



Designation

Signature Date

In the presence of

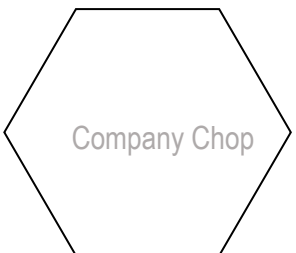
Name Designation

Signature Date

Duly authorize to signed by

On behalf of [NAME OF CLEANING AGENCY]

Name



Designation

Signature Date

In the presence of

Name Designation

Signature Date