

PART 3A
HOUSE RULES

Tender Documents

1 The Contractor may not seek extra payments for obvious requirements owing to any omission or discrepancy in the Drawings, Specifications or between the Drawings and Specifications and/or these Conditions.

Working Hours

2 If the Contractor for the purpose of expediting the works or for any other reasons shall arrange for the working of overtime or night work so that the work may be completed in every respect and ready for use within the times stated, then any extra costs thereby incurred shall be at his own expense.

3 If any facility or system needs to be shut down for any works to be carried out, such works should only be done outside Singapore Sports School Ltd (hereinafter referred to as "the Employer")'s normal office hours to avoid disruption to the operation of the Employer.

Site Inspections

4 The Tenderer shall be deemed to have understood, inspected and examined the premises, satisfied himself with the means of access, facilities for transportation and movement of materials and any other constraints and verified the general conditions before submitting his tender, and to have agreed to all requirements in connection with this Contract. No claims will be considered arising from neglect on the part of the Tenderer to inspect the premises concerned and to obtain all necessary information or from failure to provide for such items in the tender submission.

Notices and Fees

5 The Contractor shall comply with all notices issued by the relevant Authorities and shall pay all fees imposed by the Authorities, if any, to complete the required work.

Patent Rights and Royalties

6 The Contractor shall indemnify the Employer against all claims in respect of the use of patent rights. The Contractor shall pay all royalties or other sums payable in respect of the supply and in carrying out the works of any patent articles, processes or inventions.

Sub-Contracting

7 Except where otherwise provided in the Contract, the Contractor shall not sub- contract any parts of the works in this Contract without the prior written consent of the Employer and such consent, if given, shall not relieve the Contractor of any liability or obligation under the Contract and he shall be responsible and deemed liable for the acts, defaults and negligence of any approved sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults, or negligence of the Contractor, his agents, servants or workmen.

Supervision

8 All works shall be carried out under the general supervision of the Contractor's site supervisor with minimum input from the Employer as far as possible i.e. the Contractor must be fully competent in the scope of works that is spelt out in this contract.

Contractor's Representative

9 The Contractor shall, at all reasonable times, assign a full-time English speaking, efficient and competent supervisor who shall be capable of taking instruction from the Employer. The supervisor shall be deemed to have the full authority of the Contractor and any instructions given to the supervisor by the Employer or its Superintendent Officer (S.O) shall be deemed to be instructions given to the Contractor.

Contractor's Workmen and Employees

10 The Contractor shall provide sufficient skilled and competent staff and supervisor to ensure the proper and efficient execution of the works in this Contract. Non-citizens employed shall be in possession of the necessary Work Permits, etc. to allow them to work in Singapore within the scope of works

specified.

11 The Contractor, if required by the Employer or its S.O., shall furnish a list of all his employees and workmen employed for this contract and shall state all their nationalities.

12 All workmen employed shall wear T-shirts or uniforms bearing the company's name and with identification passes from the Employer. Personal identification cards with photograph, name and identification number or permit number must be exchanged for the Employer's identification pass at the Employer's main gate.

13 The Contractor is required to exercise firm control over the conduct of his staff, agents, servants and workmen and of his sub-contractors, their agents, servants and workmen while engaged in the execution of the works. The Employer or its S.O. shall be at the liberty to object to and require the Contractor to remove from the premise any person employed by the Contractor who, in the opinion of the Employer or its S.O., has misbehaved himself/herself or is incompetent or negligent in the performance of his/her duties or whose employment is otherwise considered by the Employer or its S.O. to be undesirable. Any person so removed from the work shall be replaced as soon as practicable by a competent substitute approved by the Employer or its S.O.

14 In the event of shortage of staff or workers resulting in the Contractor failing to complete works as specified, the Contractor is liable to be charged liquidated damages according to Clause 16.

Removal of Rubbish

15 The Contractor shall be responsible to keep the site free from all rubbish and debris arising from the execution of the works at all times. The Contractor shall dispose of his debris and rubbish to the approved dumping grounds. Routes for delivery of material and disposal of rubbish and debris shall be approved by the Employer. Skip tanks, if approved to be provided on site, must be cleared promptly when full.

Liquidated Damages

16 If the Contractor fails to complete any works by the dates stipulated under the Contract, or in the works order or as stated in the tender specifications, the

Contractor shall pay liquidated damages according to the rate specified in Part 2 - Public Sector Standard Conditions of Contract for Construction Works 2020.

Power to Take Works off Contractor's Hands

17 The Employer or its S.O. shall issue verbal or written instructions which the Contractor shall carry out. Failure of the Contractor to comply with the instructions within the specified time will give the Employer or its S.O. the right to appoint others to rectify or complete the works at the cost of the Contractor without vitiating and invalidating the Contract in any way and/or relieving the Contractor of his responsibility and guarantee.

Variations Works

18 The Employer or its S.O. may at any time during the progress of the Works instruct variation or modification of the design, quality or quantity of the Works or addition or omission or substitutions of any works to be made.

19 The value of all variation works made in compliance with the Employer or its S.O.'s instructions shall be added to or deducted from the Purchase Orders, as the case may be, and shall be ascertained by the Employer or its S.O. on a fair and reasonable basis.

Communications with the Employer

20 The Contractor shall furnish the following to the Employer:-

- 20.1 Main Office and Operation Office telephone numbers, e-mail address, or fax machine numbers.
- 20.2 Appointed personnel's handphone or telephone numbers (Office and Residence) where they can be contacted 24-hours for emergency instructions.
- 20.3 Appointed personnel shall remain contactable through their handphone at all times on a 24-hour, 7 days a week basis (including Saturdays, Sundays and Public Holidays).

Use of Water and Electricity

21 Electricity and water available within the Employer premises may be used by the Contractor for lighting, hand tools and similar machines upon obtaining approval of the Employer. The Contractor shall comply with all relevant electrical/water regulations and any special instructions imposed by the Employer when using such facilities.

22 The Contractor shall ensure the proper isolation of the electrical supply through the use of additional protective device so as not to cause any electrical tripping to the adjoining premises under operation.

Works Installed in the Employer

23 All works installed by the Contractor as specified in this contract shall be deemed to be the property of the Employer unless otherwise instructed by the Employer. If the works are not installed according to the specifications and are instructed to be removed by the Employer the cost for removal and making good of affected works shall be borne by the Contractor.

Prevention of Mosquito Breeding

24 The Contractor shall take all precautions and measures to prevent the breeding of mosquitoes, and shall pay all fines or charges imposed by the relevant authorities for any mosquito breeding due to the Contractor's negligence.

Schedule of Works

25 The Works priced in the Contract shall be fully inclusive of labour, parts, supply, delivery, storage, installation, testing and commissioning and warranty.

Labour Legislation

26 The Contractor shall observe and comply with all regulations relating to the labour laws and the Industrial Relations Act, now and thereafter in force and shall pay all fees, charges etc., connected with the compliance of the same.

27 The Contractor shall ensure that their workers are Singapore Citizens or Permanent Residents or holders of valid Employment Pass or Work Permit. The Contractor shall also ensure that no illegal workers either employed by him, or by any of his sub-contractors in the execution of any part of the works are deployed in the Employer. If any illegal worker is found to be so deployed, the Employer or its S.O. reserves the right to impose measures including termination of the Contract and recommendation for debarment of the Contractor.

Laws of Singapore

28 The Contract shall be governed by and construed according to the laws for the time being in force in the Republic of Singapore.

Acts and Regulations

29 The Contractor shall comply fully with any written law, by-laws, rules and regulations of any government ministries, statutory boards or other public authorities which are applicable or relevant to the execution of the works and shall indemnify the Employer for any breach. Any fines imposed by the relevant Authorities as a result of non- conformance by the Contractor with any rules & regulations set by the respective Authorities shall be borne by the Contractor.

Discharge of Workmen

30 The Contractor shall take all reasonable precautions to prevent any nuisance or inconvenience to others from occurring on the premises upon which the Works are executed and to the public generally. If in the opinion of the Employer, any person employed by the Contractor misconducts himself, including smoking in the Employer, the Contractor, when so directed by the Employer or its S.O., shall at once discharge such person from the Works.

The Employer's Rules and Regulations

31 The Contractor and his staff, vendors, suppliers, etc. shall abide by the following the Employer house rules:

- 31.1 As the Employer is a non-smoking campus by law, smoking is strictly prohibited.

- 31.2 Gambling of any kind is strictly prohibited in the Employer.
- 31.3 All loading and unloading shall be carried out at designated loading/unloading areas only.
- 31.4 The Contractor shall observe safety rules and regulations while carrying out his operation or works at the Employer.
- 31.5 The Contractor shall comply with the Employer's requirement pertaining to any health emergency situation.
- 31.6 The Contractor shall not abuse or misuse the Employer's properties, equipment and facilities, etc.
- 31.7 The Contractor shall not make use of the Employer's utilities, e.g. water or electricity, etc. for its private purposes.
- 31.8 The Contractor shall ensure that his staff/workers stationed at the Employer abide by the Employer's general guidelines on behaviour and attire.
 - 39.8.1 They are to stay within the assigned work area.
 - 39.8.2 Interaction with student is not allowed.
- 31.9 Any other house rules that may be added from time to time.

32 If there is any breach or violations of the Employer's house rules, the Employer may issue a written notice to the Contractor in which case the Contractor shall be liable to pay **\$100.00** per occasion as administrative charge.

33 The Employer reserves the right to amend and add to the house rules stated as and when deemed necessary.

Discrepancies

34 Should any discrepancies be discovered in any of the documents contained in this Contract, the Contractor shall immediately refer the matter to the Employer or its S.O. before work is to be carried out, the Employer or its S.O. will decide which document shall take precedence and the Employer or its S.O.'s decision will be final.

Workplace Risk Assessment

35 The Contractor shall submit their Workplace Risk Assessment Plan for the works. These include work activities, identification of hazards, risk determination and their risk control plan.

Protection and Cleaning

36 The Contractor shall adequately cover and protect all equipment during the entire installation period and upon completion of the installation, thoroughly clean all heads, trimmings and equipment, polish and grease where applicable, cover, seal and leave the equipment in maximum condition for final acceptance. Any damages or costs incurred due to repairs and replacement is to be borne by the Contractor.

37 The Contractor shall remove all protective packaging and clean down the equipment before commissioning and inspection of the final installation.